

CITY OF MARTENSVILLE
REGULAR COUNCIL MEETING 4-2020
TUESDAY MARCH 17, 2020
MINUTES

PRESENT: Deputy Mayor Tyson Chillog, Councillors Bob Blackwell, Jamie Martens, Deb McGuire, Mike Cox, Darren MacDonald, City Manager Scott Blevins, Director of Corporate Services Leah Bloomquist, Community Economic Development Manager Dillon Shewchuk, Director of Recreation & Community Service Ted Shaeffer, Director of Infrastructure & Planning Matt Gruza

REGRETS: Mayor Kent Muench

LOCATION: Council Chambers – City Hall

RECORDING SECRETARY: City Clerk Carla Budnick

CALL TO ORDER: Deputy Mayor Tyson Chillog called the meeting to order at 5:00 P.M.

RES: #35/03172020 (Martens/MacDonald)

AGENDA

“That we adopt the agenda dated March 17, 2020”

CARRIED

RES: #36/03172020 (McGuire/ Cox)

MINUTES – MARCH 3, 2020

“That we accept the minutes of the Regular Council Meeting No. 3-2020 dated March 3, 2020.”

CARRIED

RES: #37/03172020 (Blackwell/Cox)

COMMITTEE OF THE WHOLE – MARCH 10, 2020

“That we accept the Committee of the Whole minutes dated March 10, 2020.”

CARRIED

RES: #38/03172020 (MacDonald/Blackwell)

MANAGERS REPORT

“That we accept the Managers Report dated March 17, 2020.”

CARRIED

RES: #39/03172020 (Martens/Blackwell)

PUBLIC HEARING

“That we now recess the Regular Council Meeting to hold a Public Hearing regarding Zoning Bylaw Amendment 12-2019, at 5:13_ P.M.”

CARRIED

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No one was present to speak for or against the bylaw amendment.

RES: #40/03172020 (Blackwell/Cox)

RESUME REGULAR COUNCIL MEETING

“That we resume the March 17, 2020 Regular Council Meeting at 5:14 P.M.”

CARRIED

RES: #41/03172020 (MacDonald/McGuire)

EXPENDITURE APPROPRIATION

“That we authorize Expenditure Appropriation No. 4-2020, in the amount of \$1,034,623.81 as attached hereto and forming part of the minutes.”

CARRIED

RES: #42/03172020 (Blackwell/Cox)

BANK RECONCILIATION

“That we accept the Bank Reconciliation for the month of September 2019.”

CARRIED

RES: #43/03172020 (MacDonald/Martens)

RENAMING OF MR 29 & MR 37

“That we approve the renaming of MR 29 to Wiebe Park and MR 37 to Hyde Park.”

CARRIED

RES: #44/03172020 (Blackwell/MacDonald)

2019 TAX ABATEMENT – VARIOUS PROPERTIES

That we approve the tax abatement of 2019 taxes in the amount of \$53,698.63 for properties listed as attached hereto and forming part of these minutes.”

CARRIED

RES: #45/03172020 (Martens/Cox)

CUPE LOCAL 2582, 2020-2022 AGREEMENT

“That we authorize the Mayor and City Manager to sign the CUPE Local 2582 2020-2022 Agreement as attached.”

CARRIED

RES: #46/03172020 (MacDonald/Martens)

BYLAW 12-2019 (SECOND READING)

“That Bylaw 12-2019 being a Zoning Bylaw Amendment be read for a second time.”

CARRIED

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RES: #47/03172020 (Martens/Blackwell)

BYLAW 12-2019 (THIRD & FINAL READING)

“That Bylaw 12-2019, being a Zoning Bylaw Amendment be read for the third and final time.”

CARRIED

RES: #48/03172020 (MacDonald/Cox)

BYLAW 3-2020 – (FIRST READING)

“That Bylaw 3-2020, being an Assessment Roll Extension Bylaw, be read for the first time.”

CARRIED

RES: #49/03172020 (McGuire/Cox)

BYLAW 3-2020 – (SECOND READING)

“That Bylaw 3-2020 be read for the second time

CARRIED

RES: #50/03172020 (Cox/Blackwell)

BYLAW NO. 3-2020 (THREE READING)

“That we give Bylaw 3-2020, three readings at this meeting.”

CARRIED UNANIMOUSLY

RES: #51/03172020 (MacDonald/Blackwell)

BYLAW NO. 3-2020 (THIRD & FINAL READING)

“That Bylaw 3-2020, being an Assessment Roll Extension Bylaw, be read for the third & final time.”

CARRIED

RES: #52/03172020 (Martens/McGuire)

BYLAW 4-2020 – (FIRST READING)

“That Bylaw 4-2020, being an Economic Development Incentive Bylaw Amendment, be read for the first time.”

CARRIED

RES: #53/03172020 (MacDonald/McGuire)

BYLAW 4-2020 – (SECOND READING)

“That Bylaw 4-2020 be read for the second time

CARRIED

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RES: #54/03172020 (/Martens/MacDonald)

BYLAW NO. 4-2020 (THREE READING)

“That we give Bylaw 4-2020, three readings at this meeting.”

CARRIED UNANIMOUSLY

RES: #55/03172020 (Blackwell/Cox)

BYLAW NO. 4-2020 (THIRD & FINAL READING)

“That Bylaw 4-2020, being an Economic Development Incentive Bylaw Amendment, be read for the third & final time.”

CARRIED

RES: #56/03172020 (MacDonald/McGuire)

IN-CAMERA

“That Council go in-camera at 5:23 P.M.”

CARRIED

IN-CAMERA ITEMS

- A) Tax Policy
- B) EMO
- C) Strategic Plan

RES: #57/03172020 (MacDonald/McGuire)

RESUME REGULAR COUNCIL MEETING

“That we resume the March 17, 2020 Regular Council Meeting at 6:58 P.M.”

CARRIED

RES: #58/03172020 (Cox/MacDonald)

ADJOURN

“That we adjourn this meeting at 6:59 P.M.”

CARRIED

MAYOR

CITY CLERK

Pay Date: 04-MAR-2020 to 17-MAR-2020

Cheque #	Supplier Name	Amount
39619	MARTENSVILLE INFORMATION & VISITOR CENTER	\$ -75.00
39633	MARTENSVILLE INFORMATION & VISITOR CENTER	\$ 7,500.00
39634	101128494 SASK LTD - YOUR DOLLAR STORE WITH MORE	\$ 1,000.00
39635	306 PLUMBING & HEATING	\$ 716.87
39636	ACCESS 2000 ELEVATOR & LIFT INC	\$ 190.80
39637	ACCU-SHARP INC	\$ 129.87
39638	ADVANCED FIRST AID & CPR TRAINING	\$ 1,750.00
39639	AINSWORTH INC	\$ 1,766.46
39640	BASE MECHANICAL INC	\$ 86.58
39641	BRAD'S TOWING LTD.	\$ 157.45
39642	BUILT-IN-VACUUM SERVICE	\$ 33.30
39643	CANADIAN ASSOC OF MUNICIPAL ADMINISTRATORS	\$ 525.00
39644	CANADIAN LINEN & UNIFORM SERVICE	\$ 100.01
39645	CONNOLLY, ANDY	\$ 204.75
39646	DESJARDIN CARD SERVICES	\$ 479.48
39647	DIGITEX.CA	\$ 499.16
39648	DOLLARAMA LP	\$ 5.00
39649	FEDERATION OF CANADIAN MUNICIPALITIES	\$ 506.36
39650	FLOCOR INC.	\$ 73.22
39651	GRAND&TOY	\$ 127.03
39652	HBI OFFICE PLUS INC.	\$ 2,964.75
39653	HEATCOAT, MELISSA	\$ 70.00
39654	HOFFMAN, CHEYENNE	\$ 197.70
39655	HOMEWOOD HEALTH INC	\$ 705.60
39656	ISC	\$ 1,000.00
39657	LEANNE NYIRFA COMMUNICATIONS	\$ 2,940.00
39658	MACNEIL, BRENON AND MACNEIL, JESS	\$ 95.93
39659	MINI TUNE LAWN & LANDSCAPE DEPOT	\$ 374.92
39660	MWL HOLDINGS LTD	\$ 1,363.95
39661	NIENHUIS HOLDINGS INC.	\$ 7.43
39662	PAWS REPUBLIC	\$ 824.98
39663	PRINGLE, ALEX	\$ 47.72
39664	PUMPS AND PRESSURE	\$ 116.55
39665	ROBERTSON IMPLEMENTS	\$ 1,087.75
39666	ROBERTS, RUSSELL AND RUSSELL, SHERRY	\$ 142.05
39667	SAMA	\$ 94,162.00
39668	SASKATOON CO-OP ASSOC LTD	\$ 277.89
39669	SEA HAWK	\$ 5,237.93
39670	SPRA SASK PARK & RECREATION ASSOC. INC	\$ 170.00
39671	SREDA	\$ 13,453.13
39672	SUDDEN FUN REC.EQUIP.LTD	\$ 2,097.90
39673	SUM THEATRE CORP	\$ 300.00
39674	TARA YOLAN PRODUCTIONS	\$ 3,441.00
39675	TAYLOR-MADE ENTERPRISES INC	\$ 247.80
39676	THE CAESAR MILL	\$ 1,600.00
39677	TKB LAW	\$ 158.50
39678	TOSHIBA BUSINESS SOLUTIONS	\$ 3.51
39679	TR PETROLEUM MARTENSVILLE INC.	\$ 82.10
39680	WEBER SUPPLY COMPANY INC	\$ 158.98
39681	WHEATON	\$ 1,085.52
39682	WOODS, MATHEW	\$ 86.53
39683	XEROX CANADA LTD.	\$ 1,366.63
39684	SASK WORKER'S COMPENSATION	\$ 48,587.37
39685	WEB SALES SCHOLARS CHOICE	\$ 402.08
00287	MEPP	\$ 23,629.46
00054	CATTERALL & WRIGHT	\$ 6,806.80
03910	DCG PHILANTHROPIC SERVICES INC	\$ 22,526.50
02395	GREATER SASKATOON CATHOLIC SD#20	\$ 2,415.23
02825	AED ADVANTAGE SALES LTD	\$ 411.81
00299	AIR LIQUIDE CANADA INC	\$ 338.36
03603	BLACKWELL, BOB	\$ 27.30
00452	BRANDT TRACTOR LTD	\$ 1,363.86
01667	BUDNICK, CARLA	\$ 295.81
03315	CANADIAN TIRE STORE #912 HODGKINSON-KRISTOF INC	\$ 368.18
00085	CUPE LOCAL #2582	\$ 2,771.43
03065	DE LAGE LANDEN Financial Serices Canada Inc	\$ 462.11
03032	GREGG DISTRIBUTORS CO	\$ 807.21
00536	HAID GENERAL CONSTRUCTION LTD	\$ 173,605.84
02996	IAN THAYER	\$ 1,939.73
01990	JENSON PUBLISHING	\$ 47.25
00184	LORAAS DISPOSAL SERVICES	\$ 65,747.48
00195	MARTENSVILLE BUILDING & HOME SUPPLY	\$ 153.52
01851	MARTENSVILLE LIBRARY	\$ 258.13
01769	MARTENSVILLE MESSENGER	\$ 1,186.50
03575	PAULSON, DOUG	\$ 355.53
00232	PITNEY BOWES - LEASE	\$ 2,199.07
00295	SASK WATER CORPORATION	\$ 223,552.27
01059	SASKATCHEWAN RESEARCH COUNCIL	\$ 385.90
02891	SPI HEALTH AND SAFETY	\$ 1,211.85
03991	SUTHERLAND AUTOMOTIVE	\$ 562.30
02259	TWA - HEAD OFFICE 00	\$ 637.76
00118	UAP INC	\$ 92.94
00348	WMCZ LAWYERS	\$ 1,305.33

Cheque #	Supplier Name		Amount
331	MASTERCARD COLLABRIA	\$	60.58
331	MASTERCARD COLLABRIA	\$	351.38
331	MASTERCARD COLLABRIA	\$	158.09
331	MASTERCARD COLLABRIA	\$	382.98
331	MASTERCARD COLLABRIA	\$	669.00
2690	MASTERCARD COLLABRIA	\$	476.56
2799	MASTERCARD COLLABRIA	\$	451.50
3011	MASTERCARD COLLABRIA	\$	49.77
3011	MASTERCARD COLLABRIA	\$	2.04
3011	MASTERCARD COLLABRIA	\$	431.64
737	MASTERCARD COLLABRIA	\$	825.86
294	PRAIRIE SPIRIT SCHOOL DIVISION NO. 206	\$	134,423.21
293	SASK ENERGY	\$	20,836.29
254	RECEIVER GENERAL	\$	49,950.95
PP#6	GENERAL GOVERNMENT	\$	14,607.36
PP#6	PROTECTIVE SERVICES	\$	6,681.90
PP#6	PLANNING & REGULATIONS	\$	6,877.80
PP#6	RECREATION AND COMMUNITY SERVICE	\$	35,065.95
PP#6	TRANSPORTATION	\$	16,155.49
PP#6	WATER AND SEWER	\$	10,065.46

EXPENDITURE GRAND TOTAL \$ 1,034,623.81

**RESOLUTION FOR ABATEMENT
OF TAXES**

102021122 SASKATCHEWAN LTD. the owner/occupant of Lot J Plan 72S14140
505022000 201 CENTENNIAL DRIVE S

The current assessed levy-Taxable		The revised 2019 Assessed Levy-Taxable	
Property	\$1,909,800.00	Land	\$1,317,300.00
TOTAL	\$1,909,800.00	TOTAL	\$1,317,300.00

This Abatement of taxes is requested as the said 102021122 SASKATCHEWAN LTD. should not pay the additional taxes due in respect of the above-noted property for the 2019 year because (state the reason(s) below):

BOARD OF REVISION: The median CAP rate used to assess hotels in the cities of Melfort, Humboldt, Martensville and Melville shall be changed to 13.49%.

	SCHOOL		MUNICIPAL	TOTAL
Taxes levied	\$11,488.28 Public School \$486.16 Separate School		\$1,300 Base \$11,745.27 MUN	\$25,019.71
Revised Levy	\$7924.13 Public School \$335.33 Separate School		\$1,300 Base \$8101.39 MUN	\$17,660.85
Abatement (refund)	\$3,564.15 Public School \$150.83 Separate School		\$3,643.88 MUN	\$7,358.86

CERTIFIED that resolution # _____ authorizing the above-noted abatement was passed by the Council of the City of Martensville on the _____ day of _____ **2020**.

SEAL

MAYOR

CITY MANAGER

**RESOLUTION FOR ABATEMENT
OF TAXES**

MART HOTELS LTD., the owner/occupant of Lot 11 Block 30 Plan 102067736
515022050 621 CENTENNIAL DRIVE S

The current assessed levy-Taxable		The revised 2019 Assessed Levy-Taxable	
Property	\$7,238,200.00	Land	\$4,995,400.00
TOTAL	\$7,238,200.00	TOTAL	\$4,995,400.00

This Abatement of taxes is requested as the said MART HOTELS LTD. should not pay the additional taxes due in respect of the above-noted property for the 2019 year because (state the reason(s) below):

BOARD OF REVISION: The median CAP rate used to assess hotels in the cities of Melfort, Humboldt, Martensville and Melville shall be changed to 13.49%.

	SCHOOL		MUNICIPAL	TOTAL
Taxes levied	\$43,540.94 Public School \$1,842.57 Separate School		\$1300.00 Base \$44,514.93 MUN	\$91,198.44
Revised Levy	\$30,049.52 Public School \$1271.64 Separate School		\$1300.00 Base \$30,721.71 MUN	\$63,342.87
Abatement (refund)	\$13,491.42 Public School \$570.93 Separate School		\$13,793.22 MUN	\$27,855.57

CERTIFIED that resolution # _____ authorizing the above-noted abatement was passed by the Council of the City of Martensville on the _____ day of _____ **2020**.

MAYOR

SEAL

CITY MANAGER

**RESOLUTION FOR ABATEMENT
OF TAXES**

North Prairie Developments the owner/occupant of Lot 2 Block 100 Plan 102066229
484900250 500 CENTENNIAL DRIVE N

The 2017 assessed levy-Taxable		The revised 2017 Assessed Levy-Taxable	
Property	\$6,937,000	Land	\$5,392,790
TOTAL	\$6,937,000	TOTAL	\$5,392,790

This Abatement of taxes is requested as the said North Prairie Developments should not pay the additional taxes due in respect of the above-noted property for the 2019 year because (state the reason(s) below):

Saskatchewan Municipal Board: The assessor made a mistake using SPS instead of LSM to assess this parcel of land. This decision only affects 2017 assessment as there was a signed Agreement to Adjust in 2018.

	SCHOOL		MUNICIPAL	TOTAL
Taxes levied	\$41,829.13 Public School \$1665.86 Separate School		\$1195.00 Base \$39,540.90 MUN	\$84,230.89
Revised Levy	\$32,517.76 Public School \$1295.03 Separate School		\$1195.00 Base \$30,738.90 MUN	\$65,746.69
Abatement (refund)	\$9311.37 Public School \$370.83 Separate School		\$8802.00 MUN	\$18,484.20

CERTIFIED that resolution # _____ authorizing the above-noted abatement was passed by the Council of the City of Martensville on the _____ day of _____ **2020**.

SEAL

MAYOR

CITY MANAGER

Revisions to the Collective Agreement

Between:

THE CITY OF MARTENSVILLE And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2582**



January 1, 2020 – December 31, 2022

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ARTICLE 1 – PREAMBLE

1.01 It is the purpose of both parties to the Agreement:

- 1) To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union.
- 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to employment and working conditions.
- 3) To encourage efficiency in operations.

1.02 It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

ARTICLE 2 – RECOGNITION AND NEGOTIATIONS

2.01 The Employer recognizes the Canadian Union of Public Employees Local 2582 as the sole and exclusive bargaining agent for all of its employees save and except the City Manager, City Clerk, Director of Corporate Services, Director of Infrastructure and Planning, Director of Recreation and Community Services, Community Economic Development Manager, **Human Resources Manager**, Project Manager, Planning Manager, Facilities and Parks Manager and hereby agrees to negotiate with the Union, or any of its authorized committees.

2.02 Management Rights

The Union acknowledges that it is the exclusive right of the City to plan, direct and manage the affairs of the City and direct the workforce subject to the terms of this Agreement.

ARTICLE 3 – NO DISCRIMINATION

Definition of Employee

3.01 “Permanent Employee” subject to probation provisions, “permanent employee” shall be defined as an employee holding a position which has been posted and recognized by the Employer as a permanent position.

3.02 “Permanent Full-Time Employee” shall be defined as an employee who has been assigned a permanent full-time position, is typically scheduled to work full-time hours and has successfully completed the probation period.

3.03 “Permanent Part-Time Employee” shall be defined as an employee who has been assigned a permanent part-time position, who is typically scheduled to work less than full-time hours and has successfully completed the probationary period.

- 3.04 “Temporary Employee” shall be defined as being an employee holding a position of limited duration. (Such positions shall be subject to review with the Union after twelve (12) months as to continuation.)
- 3.05 “Seasonal Employee” shall be defined as an employee who is appointed to a seasonal position and who is subject to layoff and recall because the nature of the work is cyclical.
- 3.06 “Casual Employee” shall be defined as an employee who is either on an availability list or a call-in list.
- 3.07 The terms “qualifications” or “qualified” shall be defined to include knowledge, experience, ability, training and/or education as determined by the Employer.
- 3.08 Discrimination and Harassment

The following does not limit access to rights or provisions under *The Saskatchewan Employment Act* or The Saskatchewan Human Rights Code.

Discrimination:

There shall be no discrimination or harassment with respect to any employee by reason of age, race, disability, creed, colour, national ancestry, place of residence, religious or political affiliation, sex or sexual orientation, marital status, criminal record that has no relevance to the duties of the employee’s position, nor by reason of membership or activity in the Union.

Anti-Harassment Policy Statement:

Harassment is illegal under The Saskatchewan Human Rights Code and *The Saskatchewan Employment Act*. It is the Employer’s responsibility to provide a workplace free from harassment.

Employees have a right to be treated fairly and with respect, and work in an environment free of harassment. Employees have a legal responsibility not to participate in harassment. The Employer will not condone or tolerate unwanted unwelcome attention or disrespectful behaviour that is harassing in nature under the parameters contained within The Saskatchewan Human Rights Code and *The Saskatchewan Employment Act*.

ARTICLE 4 – UNION MEMBERSHIP REQUIREMENT

4.01 Union Membership:

Every employee who is now or later becomes a member of the Union shall maintain membership in the Union as a condition of the employee’s employment.

Every new employee shall, within 30 days after the commencement of the employee’s employment, apply for and maintain membership in the Union, and maintain membership in the Union as a condition of the employee’s employment.

Notwithstanding paragraphs 1 and 2, any employee in the bargaining unit who is not required to maintain membership or apply for and maintain membership in the Union shall, as a condition of the employee's employment, tender to the Union the periodic dues uniformly required to be paid by the members of the Union.

ARTICLE 5 – CHECK-OFF OF UNION DUES

5.01 Check-Off Payments:

The Employer shall deduct from every employee any dues, initiation fees, or assessments levied, in accordance with the Union Constitution and By-laws.

5.02 Deductions:

Deductions shall be made bi-weekly from payroll and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15th day of the following month, accompanied by a list of the names and classifications of employees from whose wages the deductions have been made.

5.03 Dues Receipts:

At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of Union dues paid by each Union member in the previous year.

ARTICLE 6 – THE EMPLOYER & THE UNION SHALL ACQUAINT NEW EMPLOYEES

6.01 New Employees:

The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in Articles 4.01 and 5.01.

6.02 Where the Employer conducts staff orientation sessions, the Union will be provided fifteen (15) minutes during such session to make a presentation about membership in the Union.

ARTICLE 7 – LABOUR MANAGEMENT BARGAINING RELATIONS

7.01 Union Bargaining Committee:

The Union Bargaining Committee shall be elected or appointed and shall be recognized by the Employer. The Union will advise the Employer of the Union nominees to the Committee. The Committee will include the Local Union President and up to three (3) other Union members.

7.02 Time Off for Meeting:

Any representative of the Union on the bargaining committee, who is in the employ of the Employer, shall have the right to attend bargaining meetings with the Employer without loss of remuneration.

ARTICLE 8 – GRIEVANCE PRPOCEDURE

8.01 Definition of Grievance:

A grievance shall be defined as a dispute or difference between the City and an employee or the Union regarding the interpretation, application or administration of this Agreement.

8.02 Settling of Grievances:

Any grievance submitted shall specify the article and section of the Agreement alleged to have been violated and the redress or adjustment requested.

No grievance shall be considered which is not presented at STEP 1 within fourteen (14) calendar days after the event or circumstances giving rise to the grievance came to the attention of or should have come to the attention of the employee or employees concerned.

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

STEP 1:

If an employee believes that any of the provisions of this Agreement affecting the employee have not been properly observed, the employee may, with a Shop Steward, take the grievance up with the immediate Supervisor. Failing settlement within fourteen (14) calendar days of the date it was submitted, the grievance will be put in writing and submitted in Step 2.

STEP 2:

The written grievance will be submitted to the City Manager who shall arrange a meeting with the Union. The City Manager shall hear the appeal within fourteen (14) calendar days after it has been filed with him/her and shall give his/her decision within three (3) consecutive working days after the conclusion of the hearing. Failing settlement at Step 2 the grievance may be submitted at Step 3.

STEP 3:

Either party may refer the grievance to arbitration by giving written notice to the other party of their intentions to do so within thirty (30) days of the Step 2 decision.

The Arbitration Board shall be established in accordance with *The Saskatchewan Employment Act*. The Board of Arbitration shall not have the power to change this agreement or to alter, modify or amend any of its provisions. The decision of the Board of Arbitration shall be final and binding on the parties to the dispute.

8.03 Replies in Writing:

Replies to grievances stating reasons shall be in writing at all stages.

8.04 Amending of Time Limits:

The time limits fixed in both the grievance and arbitration procedure may be extended by written consent of the parties to this agreement.

ARTICLE 9 – DISCHARGE, SUSPENSION AND DISCIPLINE

9.01 Discipline Procedure:

The employee shall be notified promptly by the Employer, in writing, with a copy to the Union President, with full disclosure of the reasons **for** any disciplinary action.

9.02 An employee shall have the right to have a Union Representative present at any discussion with the Employer which may be referred to as disciplinary.

9.03 Employees shall have access to their personnel records and have the right to a copy of anything on their record. If the employee disagrees with anything on their record they can respond to it in writing, and the response shall form part of their record. The employee can challenge the accuracy of anything on their record under the Grievance Procedure, and the outcome of that process shall become part of their record.

ARTICLE 10 – SENIORITY

10.01 Seniority Defined (Type of Seniority Unit):

Seniority is defined as the length of service by permanent employees in the bargaining unit. Seniority shall operate on a bargaining-unit-wide basis.

10.02 Seniority List:

1) The Employer shall maintain a seniority list of permanent employees showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards once each year. Non-Permanent Employees shall not accrue seniority.

2) Non-Permanent Employees are defined as those employees who hold a temporary, seasonal and/or casual position.

10.03 Probation for Newly Hired Employees

A newly hired employee shall be on probation for a period of ninety (90) worked days from the date of hiring. After successful completion of the probationary period, seniority shall be effective from the last date of hire. An employee who is discharged during his probationary period shall have no right of recourse to the grievance and arbitration procedure.

10.04 Loss of Seniority:

Permanent employees shall not lose seniority rights if they are absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer. A permanent employee shall only lose seniority in the **following circumstances:**

1. If discharged for just cause.
2. Resignation in writing.
3. An absence from work without sufficient cause or without notifying the Employer unless such notice was not reasonably possible.
4. Failure to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address.
5. Laid off due to lack of work for a period of twelve (12) months.

ARTICLE 11 – PROMOTIONS AND STAFF CHANGES

11.01 Job Posting:

When a permanent position vacancy occurs or a new position is created within the bargaining unit, and the Employer determines the vacancy will be filled, **the Employer** shall immediately notify the Union in writing and post, for a minimum of one (1) week, notice of the position in the Employer's offices, shops, and on all bulletin boards at the following locations:

- City Hall – staff room
- Public Works – staff room
- Sports Centre – office
- MAP – office
- Pool Office – guard room
- Northridge Centennial Community Centre – office
- Library – supply room
- Email RCMP Steno

11.02 Information in Postings:

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range. Such qualifications may not be established in a discriminatory manner.

11.03 Role of Seniority in Promotions and Transfers:

1. In making promotions, appointment shall be made of the applicant with the greatest seniority provided the applicant possesses the necessary qualifications and ability to perform the work.
2. Notwithstanding 1), promotions or transfers to any supervisory positions within the scope of the bargaining unit shall be at the sole discretion of the Employer.
3. If the appointment is not made, the Union will be advised.

11.04 Trial Period:

Employees accepting promotions shall be allowed a ninety (90) worked day trial during which period the Employer shall determine the employee's suitability for the position. Within this period, the employee may voluntarily return or be returned by the Employer, to the position formerly occupied, without loss of seniority.

ARTICLE 12 – LAYOFFS AND RECALLS

12.01 Role of Seniority in Lay-offs:

In the event of a **lay-off** or recall, permanent employees shall be laid off in the reverse order and recalled in the order of their seniority providing that the senior employees have the qualifications and ability to do the available work. Non-permanent employees shall not have the right to recall.

12.02 Grievance on Lay-offs and Recalls:

Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the Grievance Procedure.

12.03 Notice of Lay-off:

Notice of lay-off shall be in accordance with *The Saskatchewan Employment Act, Subdivision 12*.

ARTICLE 13 – HOURS OF WORK

13.01 1) Regular Hours

Clerical & Custodian

Staff will receive 15 Flex EDO's per year and must use 7 of them prior to July 1st of each calendar year. 4 EDO's may be carried over into the next calendar year but must be used by March 31 of that year.

Outside

Staff will receive 17 scheduled EDO's for the calendar year.

EDO's are not applicable to less than full-time permanent employees unless otherwise scheduled.

2) Averaging of Hours of Work

The hours of work for the Recreation Facility Custodian, Recreation Program Supervisor, Recreation Program Coordinator and Recreation Facilities Operators (during Sports Centre operating season) shall be unregulated within any workday. The total hours of work shall average eight (8) hours per day times the number of normal working days in a two (2) week period. All hours in excess of eighty (80) hours in a two (2) week period shall be paid at overtime rates, subject to prior employer approval.

i. The following terms shall apply:

The total hours of work shall be an average of either seven and one-half (7.5) or eight (8) hours per day, for a total of seventy-five (75) or eighty (80) hours over a two (2) week period.

ii. Overtime shall be paid:

In the amount of one and one-half (1.5) times the hourly rate for:

- All hours of work over the full-time hours of work in a two (2) week period (75 or 80) hours.
- All hours of work over ten (10) in one (1) day up to twelve (12) hours.

In the amount of two (2) times the hourly rate for:

- All hours of work beyond twelve (12) hours per day.
- All hours of work outside a twelve (12) hour split shift block of time.

iii. Split shifts shall be limited as follows:

- There shall be a maximum of two (2) shifts per workday; each shift will be a minimum of two (2) hours in duration.
- All shifts must be completed in a twelve (12) hour period or be paid overtime at the rate of two (2) times the hourly rate.

iv. Employees shall not work more than six (6) consecutive days. Employees will have two (2) uninterrupted days of rest in every week.

13.02 Paid Rest Period:

An employee shall be permitted a rest period of fifteen (15) consecutive minutes in both the first half and second half of a shift.

13.03 Work Schedule:

Bi-weekly work schedules shall be prepared two (2) weeks in advance, setting out the hours of work as provided for in 13.01.

ARTICLE 14 – OVERTIME

14.01 Overtime Defined:

All authorized time worked in excess of a full day or full week as defined in Article 13 shall be considered overtime. All overtime must be authorized by the Director or designate prior to being worked.

14.02 Compensation for Overtime:

Overtime work shall be paid for at the rate of time and one-half (1 ½) for the first four (4) hours and double time (2x) thereafter.

14.03 Compensation for Work on Scheduled Days Off:

Overtime worked on scheduled days off shall be paid for at the rate of double time (2x).

14.04 Compensation for Work on Paid Holidays not Regularly Scheduled:

Overtime work on a paid holiday when the employee was not scheduled to work shall be paid for at the rate of double time (2x) for the work performed. If the employee works half or more of their normal scheduled shift they will receive an equivalent amount of additional time off without loss of regular pay.

14.05 Call Back Pay Guarantee:

An employee who is called back to work after having completed the regular work schedule shall be paid for a minimum of two (2) hours at time and one-half (1 ½).

14.06 Time Off in Lieu of Overtime:

Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate at a time selected by the employee and agreed upon by the Employer. Such time must be taken within the calendar year, except that overtime between September 1st and December 31st must be taken by March 31st of the following year. Time off in lieu of overtime shall not exceed eight (8) regular days banked at any one time.

14.07 Sharing of Overtime:

When overtime work is required, the City agrees to the dividing of hours of overtime, where practical among qualified employees who normally perform the available work.

14.08 Employees who are required to work extended overtime periods (i.e. in excess of four (4) consecutive hours of overtime), shall continue work at the double time rate for all subsequent hours worked until a break period of at least eight hours is provided. However, when the break period between “overtime work” and the next regular shift is less than eight hours, the City may defer the starting time, in effect reducing the hours of the next shift, so as to provide the eight-hour break. In such a situation, any employee so affected shall receive **their** full salary for that shift. In the event of “emergency circumstances” (as defined in *The Saskatchewan Employment Act*), the employee may not be entitled to a full eight-hour rest break. The employee shall continue to receive overtime rates of pay during this period.

ARTICLE 15 – HOLIDAYS

15.01 Paid Holidays:

The Employer recognizes the following as paid holidays:

New Year’s Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Saskatchewan Day	

And any other day proclaimed as a holiday by the Federal, Provincial or Municipal Government.

15.02 Compensation for Holidays Falling on Regularly Scheduled Days of Rest:

When any of the above-noted holidays falls on any employee’s day of rest and is not proclaimed as being observed on some other day, the following regularly scheduled day shall be deemed to be the holiday for the purpose of this Agreement.

15.03 Part Time Accrual of Paid Holidays:

Part Time employees will be paid one-twentieth (1/20) of their regular wages earned in the four (4) weeks prior to the paid holiday.

ARTICLE 16 – VACATIONS

16.01 Length of Vacation:

An employee shall receive an annual vacation with pay in accordance with years of employment as follows:

Up to and including the seventh (7th) year of employment – fifteen (15) days per annum
(Accrue 1 ¼ working days for each month of service)

After the completion of seven (7) years of employment, in the eighth (8th) and subsequent years – twenty (20) days per annum
(Accrue 1 2/3 working days per month during the seventh (7th) and subsequent years of service)

After the completion of fifteen (15) years of employment, in the sixteenth (16th) and subsequent years – twenty-five (25) days per annum.
(Accrue 2 1/12 working days per month during the fifteenth (15th) and subsequent years of service)

16.02 Compensation for Holidays Falling Within Vacation Schedule:

If a paid holiday falls or is observed during an employee’s vacation period, they shall be allowed an additional vacation day with pay.

16.03 Vacation Pay:

Vacation pay for each week of vacation shall be at the rate of 3/52’s, 4/52’s or 5/52’s of gross earnings, or current rate of pay, whichever is greater.

When an employee has worked less than a full year due to absence without pay, during the period in which **their** vacation entitlement is accrued, **their** vacation pay shall be pro-rated accordingly.

16.04 Vacation Schedule:

Vacation schedules shall be posted by May 1st of each year and shall not be changed unless mutually agreed upon by the Employee and Employer.

16.05 Unbroken Vacation Period:

Employees shall receive their vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and Employer.

16.06 Approved Leave of Absence During Vacation:

Where an employee qualifies for sick leave during the period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date. An employee requesting sick leave will be required to produce a medical certificate from a qualified physician.

ARTICLE 17 – SICK LEAVE PROVISIONS

17.01 Sick Leave Defined:

Sick leave means the period of time an employee is absent from work with full pay by virtue of personal illness, or personal disability.

17.02 Annual Paid Sick Leave:

Fifteen (15) days' sick leave per year shall be earned by an employee at the rate of one and one-quarter (1 ¼) days for every month an employee is employed.

Less than full time employees' sick leave shall be prorated in accordance with hours worked each month.

17.03 Accumulation of Sick Leave:

The unused portion of an employee's sick leave shall accrue to a maximum of forty-five (45) days.

17.04 Deductions from Sick Leave:

A deduction shall be made from accumulated sick leave credits for all time absent from work due to sick leave. Deductions from sick leave credits shall be made for any hour or portion thereof.

17.05 Proof of Illness:

Employees claiming sick pay under the provisions of this agreement shall be required to complete and sign an absence report for each occurrence. Employees absent from work through illness for a period exceeding three (3) consecutive working days, or upon the request of the City, may be required to produce a medical certificate, signed by a duly qualified medical practitioner, certifying the employee was unable to perform their duties during the period for which the claim is made due to personal illness.

17.06 Sick Leave Records:

Once a year the Employer shall advise each employee in writing of the amount of sick leave accrued to **their** credit.

17.07 Family Illness:

An employee may use up to five (5) days of sick leave per calendar year (which shall not be cumulative) to attend to the sickness of the employee's spouse or child.

17.08 Appointment Leave:

It is recognized that it is not always possible to establish medical appointments outside working hours. If an employee has an appointment with a medical practitioner that cannot be made outside working hours, that employee may be eligible to use their accumulated sick leave. The Employer reserves the right to request a proof of appointment. The City shall reimburse the employee for any cost incurred for obtaining proof of appointment. It is the employee's responsibility to return to work as soon as possible after the appointment is fulfilled.

ARTICLE 18 – LEAVE OF ABSENCE

18.01 Grievance and Arbitration Pay Provisions:

Representatives of the Union shall not suffer any loss of pay or benefits for the normally scheduled working time involved in grievance procedures.

18.02 Leave of Absence for Union Functions:

Upon request to the Employer, up to two (2) employees elected or appointed to represent the Union at conventions shall be allowed a leave of absence without pay and benefits insofar as operations will permit. Leave of absence without pay but without loss of benefits shall be allowed for up to two (2) employees to attend Executive and Committee meetings of C.U.P.E., its affiliated or chartered bodies and any labour organizations with which the Union is affiliated insofar as operations will permit.

18.03 Leave of Absence for Full-Time Union or Public Duties:

- a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without loss of benefits so that the employee may be a candidate in federal, provincial or municipal elections.
- b) An employee who is elected to public office (except for Martensville City Council) shall be allowed leave of absence without loss of seniority during their term of office.

18.04 Paid Leave for Bereavement and Serious Illness:

- a) An employee shall be granted up to five (5) regularly scheduled consecutive work days without loss of pay and benefits in the case of death of a spouse, common-law spouse, son, son-in-law, daughter, daughter-in-law, father, father-in-law, mother, mother-in-law, brother, sister, grandparent or grandchild.
- b) An employee shall be granted up to three (3) regularly scheduled consecutive work days without loss of pay and benefits in the case of serious illness of a spouse, common-law spouse, son, son- in-law, daughter, daughter-in-law, father, father-in-law, mother, mother-in-law, brother, sister, grandparent or grandchild. This provision shall not be granted more than once in a six month period.

Serious illness shall be defined as an emergent or life-threatening situation. While respecting privacy, the Employer may request confirmation of the emergent situation.

Subject to prior written approval from the City Manager, two (2) additional days may be granted where travel outside the province is necessary or for other extenuating circumstances.

18.05 Personal Day:

Employees are entitled to one (1) personal day off with pay per calendar year. An unused day may be carried over to the next year, for a maximum accumulation of two (2) days. Except in the case of an emergency, employees shall prearrange this day off with their supervisor.

Personal days for part-time employees will be prorated based on then number of hours worked.

18.06 Parental Leave:

a) Service Requirements for Maternity Leave:

An employee shall qualify for maternity leave after completion of her probationary period. The Employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy.

b) Length of Maternity/Parental/Adoption Leave:

Maternity/Parental/Adoption Leave shall be granted without pay in accordance with the applicable legislation.

c) Seniority Status During Maternity/Parental Leave:

While on such leave an employee shall retain their full employment status but shall not accumulate any benefits under the terms of this Agreement, **and** shall not lose any accumulated benefits that were accrued prior to going on leave. An employee on leave shall continue to accrue seniority during their leave.

d) Employer Payment of Employee Benefits During Maternity/Parental Leave:

During the period of maternity leave the Employer shall continue to pay the Group Life Insurance, Weekly Indemnity, Long Term Disability, Health Spending Account and Dental Plan premiums for the employee.

e) Procedure Upon Return from Maternity/Parental Leave:

When an employee decides to return to work after maternity/**parental** leave, they shall provide the Employer with at least four (4) weeks' notice. On return from maternity/**parental** leave, the employee shall be placed in their former position. If the former position no longer exists, they shall be placed in an equivalent position.

18.07 Time Off for Elections:

Employees shall be allowed three (3) hours before the closing of the polls for any federal election, or that time required by law for provincial or municipal elections.

18.08 Paid Jury or Court Witness Duty Leave:

The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as a juror or witness in any court. The Employer shall pay such an employee the difference between their normal earnings and the payment received for jury service or court witness. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any matter arising out of their own employment shall be considered as time worked at the appropriate rate of pay.

18.09 General Leave:

An employee may be entitled to a leave of absence without pay and without loss of seniority when they request such leave in writing for good and sufficient cause.

18.10 Employees upgrading their qualifications may be allowed one (1) day of study time on City premises during their regular work scheduled paid by the Employer. The request must be approved at least two (2) days in advance by the Director or designate.

ARTICLE 19 – PAYMENT OF WAGES AND ALLOWANCES

19.01 Pay Days:

The Employer shall pay salaries and wages bi-weekly in accordance with Schedule “A” attached hereto and forming part of this agreement.

19.02 Rate of Pay on Promotion:

Where an employee is promoted to another classification and such promotion would not otherwise result in any increase in salary at the time, such employee shall be placed at the following rate:

- start rate, including any accrued time, if the employee has less than three (3) years of seniority, or
- the same experience grade rate held in the previous position, if an employee has three (3) or more years of seniority.

The date of promotion to the new classification shall become the anniversary date of the application of the salary progression. (Subject to the above.)

19.03 Pay on Temporary Transfers, Higher Rated Job:

When an employee temporarily relieves in or performs the principal duties of a higher paying position, at a flat rate of pay, they shall receive the rate for the job, except in training situations.

When an employee temporarily relieves in or performs the principal duties of a higher paying position for which a salary range has been established, they shall receive the rate in the salary range which is higher than their previous rate. The employee shall qualify for any pay increments based on their length of service in their temporary assignment, however, shall not advance beyond the one (1) year increment rate if they do not meet the minimum qualifications for the position. The most senior qualified employees in the classification shall be the first to be requested to temporarily relieve.

19.04 Pay on Transfer, Lower Rated Job:

When an employee is temporarily assigned to a position paying a lower rate, their rate of pay shall not be reduced.

19.05 On Call Provision:

When employees are advised that they are “on call” that is, immediately available by telephone contact, they shall be paid two dollars (\$2.00) per hour for all hours “on call”.

All hours actually worked by an “on call” employee shall be paid at overtime rates in accordance with overtime rates as defined in Article 14.02.

19.06 Increment Wage Increases:

Increment wage increases shall be based on the accumulated length of service from the original date of hire in that position, in order to fairly compensate the employee for experience and knowledge in the position, whether or not the employee has passed probation pursuant to Article 10.03.

19.07 Shift Differential:

- a) A shift differential of **two dollars (\$2.00)** per hour shall be paid to permanent and aquatic centre employees for all hours worked on:
 - i. Weekdays Monday to Friday between the hours of 6:00 p.m. and 6:00 a.m.
 - ii. Saturday and Sunday all hours.

- b) The shift differential shall not be paid on:
 - i. Part of basic wage rates.
 - ii. Used in calculating overtime rates.
 - iii. Any hours for which overtime rates are being paid; and
 - iv. To non-permanent employees.

ARTICLE 20 – JOB CLASSIFICATION AND RECLASSIFICATION

20.01 Job Descriptions:

The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is bargaining agent. These descriptions shall be presented to the Union.

20.02 Changes in Classification:

When the duties in any classification are changed or when a position not covered in Schedule ‘A’ is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. The City Manager/designate shall render their decision within 90 days of the reclassification request being submitted. If the parties are unable to agree, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

ARTICLE 21 – EMPLOYEE BENEFITS

21.01 Pension Plans:

Eligibility for participation and rates of contribution will be in accordance with the provisions of the Municipal Employees Pension Plan and Canada Pension Plan.

21.02 Group Life, Long-Term Disability and Dental Plan:

a) Eligible employees shall be enrolled in an approved Group Life Insurance plan which provides coverage at two (2x) times their annual salary with Accidental Death and Dismemberment, a Short-Term Disability and Long-Term Disability Plan, and a Dental Plan.

b) Medical Expenses – Health Spending Account:

Permanent employees shall be eligible to participate in the Health Spending Account program attached as Appendix “1” for reimbursement of eligible medical expenses. An annual H.S.A. credit as shown on Schedule “B” shall be provided by the Employer to each permanent employee on January 1st of each calendar year. The H.S.A. credit shall be prorated for part time and part year work.

21.03 Workers’ Compensation Pay Supplement:

All employees shall be covered by the Workers’ Compensation Act. Employees prevent from performing their regular work with the Employer on account of an occupational accident that is covered by Workers’ Compensation Act shall receive from the Employer the difference between the amount payable by the Workers’ Compensation Board in order to provide their net take home pay for a maximum of nine (9) months.

Pending a settlement of the insurable claim, the employee shall continue to receive the full pay and benefits of this Agreement, subject to necessary adjustments. In order to continue receiving their regular salary, the employee shall assign their Compensation cheque to the Employer. In return, the Employer shall indicate the amount received from the Compensation Board on the employee’s Income Tax (T4) form.

20.14 The City agrees to provide employees with free access fees to City operated fitness facilities, including Martensville Athletic Pavilion, Swimming Pool and Sports Centre.

City identification must be presented on each occasion of entrance to receive free access. This discount does not apply to City programs that require registration.

ARTICLE 22 – HEALTH & SAFETY

22.01 Co-operation on Safety:

The Union and the Employer shall co-operate in improving rules and practices which will provide adequate protection to employees engaged in hazardous work.

22.02 Occupational Health & Safety Committee:

An Occupational Health and Safety Committee shall be established and composed of equal representatives appointed by the Employer and the Union. Representatives of the Union shall suffer no loss of pay for attending meetings of the Committee.

ARTICLE 23 – JOB SECURITY

23.01 No permanent employee shall be laid off or have their employment terminated as a direct consequence of the City contracting out work of a nature normally performed by members of the bargaining unit.

ARTICLE 24 – UNIFORM AND CLOTHING ALLOWANCE

The Employer shall maintain a Policy on supplying appropriate quantities of approved work clothing. It is the responsibility of every employee to wear or use safety equipment and to comply with all safety regulations and policies.

24.01 a) Safety Footwear and Clothing:

The Employer will provide employees who are required to wear CSA approved safety footwear with a safety allowance as follows:

- Permanent employee: **Two hundred dollars (\$200.00)** at the start of their employment and then annually thereafter on January 1.
- Non-permanent employee: **One hundred dollars (\$100.00)** per calendar year.

This allowance shall be used to reimburse employees for the purchase of approved safety shoes and insoles. Unused allowance credits up to a maximum of **four hundred dollars (\$400.00)** may be carried forward for reimbursement of future safety shoe purchases. Permanent employees may overdraft their safety shoe allowance by one year's credit amount, however, such overdraft may be recovered by the Employer from any final payments to the Employee upon termination of employment.

Protective clothing shall be supplied in accordance with Protective Clothing Policy #80/11.

- b) Upon presentation of receipts, the Employer shall provide each inside/clerical employee with one hundred and twenty-five dollars (\$125.00) annually for the purchase of City of Martinsville logo apparel. This allowance must be utilized between January 1 and December 31 annually.

The City Manager retains the right to approve the apparel.

- c) Upon presentation of receipt, the Employer shall provide each lifeguard up to one hundred **dollars** (\$100.00) per calendar year for the purchase of a swimsuit. The Aquatic Manager shall set the criteria and standards for the swimsuits.

24.02 Tool Maintenance:

The City will pay to maintain (sharpen, etc.) tools. Equipment specific tools will be purchased and owned by the City. Inventory of such tools will be the responsibility of the Mechanic.

ARTICLE 25 – GENERAL CONDITIONS

25.01 Bulletin Boards:

The Employer shall provide Bulletin Boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

ARTICLE 26 – GENERAL

26.01 Plural or Feminine Terms May Apply:

Whenever the singular, masculine, or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so require.

ARTICLE 27 – NO STRIKE OR LOCK OUT

27.01 Strikes and Lock Outs:

The Union agrees that during the life of this Agreement there will be no strike, slow down, stoppage of work, study sessions, or any withdrawal of normally provided services, and the Employer agrees that during the life of this Agreement there shall be no lock outs.

ARTICLE 28 – TERM OF AGREEMENT

28.01 Duration:

This Agreement shall be binding and remain in effect from January 1, **2020** to December 31, **2022**, and shall continue from year to year thereafter unless either party gives to the other party notice in writing that it desires its amendment. Such notice shall be given not less than sixty (60) days and not more than one-hundred twenty (120) days prior to the expiry date of this Agreement.

28.02 Changes in Agreement:

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

DATED THIS _____ DAY OF _____, 2020

SIGNED ON BEHALF OF:

THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL NO. 2582

SIGNED ON BEHALF OF:

THE CITY OF MARTENSVILLE

PRESIDENT

MAYOR

SECRETARY

CITY MANAGER

SCHEDULE "A"
PAYMENT OF WAGES AND ALLOWANCES
EFFECTIVE JANUARY 1, 2020 (2% increase)

POSITION	START	EXPERIENCED
Labourer I Recreation Playground Labourer 1 Aquatic Life Guard II Cashier	\$12.61	\$14.59
Labourer II Public Works Labourer II Recreation Parks Labourer II Aquatic Life Guard II	\$14.57	\$16.62
Labourer III Public Works Labourer III Recreation Parks Labourer III Library Assistant Aquatic Life Guard III	\$16.55	\$18.94
Labourer IV Typist/Receptionist Skilled Labourer IV Librarian Aquatic Life Guard IV Recreation Customer Service Rep	\$18.53	\$20.90
Clerk I Administrative Assistant I Planning Clerk Receptionist	\$20.51	\$22.89
Clerk II Administrative Assistant II Recreation Program Co-ordinator II Planning Clerk II Planning Tech II Payroll Clerk II RCMP Detachment Clerk Aquatic Manager Librarian II	\$22.48	\$24.87

SCHEDULE "A"
PAYMENT OF WAGES AND ALLOWANCES
EFFECTIVE JANUARY 1, 2020 (2% increase)

POSITION	START	EXPERIENCED
Clerk III	\$24.48	\$26.88
Utility Clerk III		
Payable Clerk III		
Planning Tech III		
Payroll Clerk III		
Rec Program Co-ordinator III		
RCMP Detachment Clerk III		
Clerk IV	\$26.46	\$28.85
Finance Clerk		
Recreation Program Supervisor		
Operator I	\$21.51	\$24.00
Rec Facility Operator I		
Custodian		
Equipment Operator I		
Operator II	\$23.57	\$26.08
Utility Operator II		
Rec Facility Operator II		
Uncertified Water & Sewer Op		
Equipment Operator II		
Operator III	\$25.66	\$28.18
Equipment Operator III		
Utility Operator III		
Mod Water & Sewer Op		
Bylaw Enforcement Officer III		
Parks & Rec Fac Op III		
Operator IV	\$27.74	\$30.24
Fac Maintenance Supervisor		
Roadways Foreman		
Uncert Water & Sewer Foreman		
Recreation Parks Foreman		

SCHEDULE "A"
PAYMENT OF WAGES AND ALLOWANCES
EFFECTIVE JANUARY 1, 2020 (2% increase)

POSITION	START	EXPERIENCED
Prof/Tech Level I Heavy Duty Mechanic Planning & Development Officer I Certified Water and Sewer Operator Bylaw Enforcement Officer I	\$29.82	\$32.33
Prof/Tech Level II Heavy Duty Mechanic II Certified Water & Sewer Foreman Planning & Development Officer II	\$31.90	\$34.38
Prof/Tech Level III Heavy Duty Mechanic III	\$33.98	\$36.47
Prof/Tech Level IV Public Works Superintendent	\$36.05	\$38.54

SCHEDULE "A"
PAYMENT OF WAGES AND ALLOWANCES
EFFECTIVE JANUARY 1, 2021 (2% increase)

POSITION	START	EXPERIENCED
Labourer I Recreation Playground Labourer 1 Aquatic Life Guard II Cashier	\$12.86	\$14.88
Labourer II Public Works Labourer II Recreation Parks Labourer II Aquatic Life Guard II	\$14.86	\$16.95
Labourer III Public Works Labourer III Recreation Parks Labourer III Library Assistant Aquatic Life Guard III	\$16.89	\$19.32
Labourer IV Typist/Receptionist Skilled Labourer IV Librarian Aquatic Life Guard IV Recreation Customer Service Rep	\$18.90	\$21.32
Clerk I Administrative Assistant I Planning Clerk Receptionist	\$20.92	\$23.35
Clerk II Administrative Assistant II Recreation Program Co-ordinator II Planning Clerk II Planning Tech II Payroll Clerk II RCMP Detachment Clerk Aquatic Manager Librarian II	\$22.93	\$25.36

SCHEDULE "A"
PAYMENT OF WAGES AND ALLOWANCES
EFFECTIVE JANUARY 1, 2021 (2% increase)

POSITION	START	EXPERIENCED
Clerk III	\$24.97	\$27.41
Utility Clerk III		
Payable Clerk III		
Planning Tech III		
Payroll Clerk III		
Rec Program Co-ordinator III		
RCMP Detachment Clerk III		
Clerk IV	\$26.99	\$29.42
Finance Clerk		
Recreation Program Supervisor		
Operator I	\$21.94	\$24.48
Rec Facility Operator I		
Custodian		
Equipment Operator I		
Operator II	\$24.04	\$26.60
Utility Operator II		
Rec Facility Operator II		
Uncertified Water & Sewer Op		
Equipment Operator II		
Operator III	\$26.18	\$28.75
Equipment Operator III		
Utility Operator III		
Mod Water & Sewer Op		
Bylaw Enforcement Officer III		
Parks & Rec Fac Op III		
Operator IV	\$28.30	\$30.85
Fac Maintenance Supervisor		
Roadways Foreman		
Uncert Water & Sewer Foreman		
Recreation Parks Foreman		

SCHEDULE "A"
PAYMENT OF WAGES AND ALLOWANCES
EFFECTIVE JANUARY 1, 2021 (2% increase)

POSITION	START	EXPERIENCED
Prof/Tech Level I Heavy Duty Mechanic Planning & Development Officer I Certified Water and Sewer Operator Bylaw Enforcement Officer I	\$30.42	\$32.98
Prof/Tech Level II Heavy Duty Mechanic II Certified Water & Sewer Foreman Planning & Development Officer II	\$32.53	\$35.07
Prof/Tech Level III Heavy Duty Mechanic III	\$34.66	\$37.19
Prof/Tech Level IV Public Works Superintendent	\$36.77	\$39.31

SCHEDULE "A"
PAYMENT OF WAGES AND ALLOWANCES
EFFECTIVE JANUARY 1, 2022 (2% increase)

POSITION	START	EXPERIENCED
Labourer I Recreation Playground Labourer 1 Aquatic Life Guard II Cashier	\$13.12	\$15.18
Labourer II Public Works Labourer II Recreation Parks Labourer II Aquatic Life Guard II	\$15.15	\$17.29
Labourer III Public Works Labourer III Recreation Parks Labourer III Library Assistant Aquatic Life Guard III	\$17.22	\$19.71
Labourer IV Typist/Receptionist Skilled Labourer IV Librarian Aquatic Life Guard IV Recreation Customer Service Rep	\$19.28	\$21.74
Clerk I Administrative Assistant I Planning Clerk Receptionist	\$21.34	\$23.81
Clerk II Administrative Assistant II Recreation Program Co-ordinator II Planning Clerk II Planning Tech II Payroll Clerk II RCMP Detachment Clerk Aquatic Manager Librarian II	\$23.39	\$25.87

SCHEDULE "A"
PAYMENT OF WAGES AND ALLOWANCES
EFFECTIVE JANUARY 1, 2022 (2% increase)

POSITION	START	EXPERIENCED
Clerk III Utility Clerk III Payable Clerk III Planning Tech III Payroll Clerk III Rec Program Co-ordinator III RCMP Detachment Clerk III	\$25.47	\$27.96
Clerk IV Finance Clerk Recreation Program Supervisor	\$27.53	\$30.01
Operator I Rec Facility Operator I Custodian Equipment Operator I	\$22.38	\$24.97
Operator II Utility Operator II Rec Facility Operator II Uncertified Water & Sewer Op Equipment Operator II	\$24.52	\$27.14
Operator III Equipment Operator III Utility Operator III Mod Water & Sewer Op Bylaw Enforcement Officer III Parks & Rec Fac Op III	\$26.70	\$29.32
Operator IV Fac Maintenance Supervisor Roadways Foreman Uncert Water & Sewer Foreman Recreation Parks Foreman	\$28.86	\$31.46

SCHEDULE "A"
PAYMENT OF WAGES AND ALLOWANCES
EFFECTIVE JANUARY 1, 2022 (2% increase)

POSITION	START	EXPERIENCED
Prof/Tech Level I Heavy Duty Mechanic Planning & Development Officer I Certified Water and Sewer Operator Bylaw Enforcement Officer I	\$31.03	\$33.64
Prof/Tech Level II Heavy Duty Mechanic II Certified Water & Sewer Foreman Planning & Development Officer II	\$33.18	\$35.77
Prof/Tech Level III Heavy Duty Mechanic III	\$35.35	\$37.94
Prof/Tech Level IV Public Works Superintendent	\$37.50	\$40.09

SCHEDULE "B"

MEDICAL EXPENSE REIMBURSEMENT

Health Spending Account annual credit \$600.00 (no cash-out value)
(see Appendix 1 Attached)

SUMA core benefits plan will be provided to eligible employees in accordance with the plan bylaws. The total premiums shall be cost shared, 50% employee paid and 50% employer paid; however, the % allocation will be adjusted so as to designate that the employee pays 100% of Long Term Disability premiums.

Life	Plan B
Dependent Life	Plan B
ADD	Plan B
Short Term Disability	Plan A
Long Term Disability	Plan D

Dental Plan C is only option if spouse currently covered by another group plan.
Proof required.

Effective January 1, 2009 date, the employer will pay costs associated with the following:

Extended Health Plan B	100% employer paid
Vision	100% employer paid
Employee Family Assistance Plan	100% employer paid

APPENDIX 1

City of Martensville

And

Canadian Union of Public Employees

Local 2582

Health Spending Account

Plan Document

Section 1 – Definitions

For the purposes of the Plan, the following words and phrases shall have the following meanings when used herein, unless a different meaning is plainly indicated by the context.

- 1.1 ACCOUNT means the Health Spending Account (HSA) established for each Employee as provided in Section 5.1.
- 1.2 CREDIT means a notional credit provided by the Employer.
- 1.3 DEPENDANT means:
- (a) The Employee’s legal or common-law spouse. A common-law spouse means a person with whom the Employee has been cohabiting in a spousal relationship continuously for at least one year.
 - (b) An unmarried natural, adopted or step child who is financially dependent on the Employee and is:
 - (i) Under 21 years of age, or
 - (ii) Under 25 years of age and attending a college or university full-time; or
 - (iii) Any age and physically or mentally infirm.
 - (c) Other family members who are financially dependent on the Employee and whom the Employee claims as dependents for income tax purposes, including:
 - (i) A child or grandchild of the Employee or the Employee’s spouse; or
 - (ii) A parent, grandparent, brother, sister, uncle, aunt, niece or nephew, if resident in Canada at any time in the year, of the Employee or the Employee’s spouse.
- 1.4 EFFECTIVE DATE means January 1, 2002.
- 1.5 ELIGIBLE HEALTHCARE EXPENSE means any expense which meets all of the following criteria:
- (a) The expense must be incurred during the current Plan Year on behalf of an Employee or Dependent covered by the Plan; and
 - (b) The expense must not have been reimbursed and **cannot** be reimbursed under any other medical or dental plan; and
 - (c) The expense must qualify as a “medical expense” as defined in the Income Tax Act (Canada) and IT519R2, as amended or replaced from time to time.

- 1.6 EMPLOYEE means an employee of the Employer, provided the employee is a member of CUPE Local 2582.
- 1.7 EMPLOYER means the City of Martensville or any Participating Employer.
- 1.8 PARTICIPATING EMPLOYER means any employer approved by the City of Martensville and the Union to participate in this Plan.
- 1.9 PLAN means the City of Martensville Health Spending Account Plan, established on January 1, 2002, as amended from time to time.
- 1.10 PLAN YEAR means the initial twelve-month period January 1, 2002 to December 31, 2002, and each successive twelve-month period beginning January 1 and ending December 31.
- 1.11 UNION means the Canadian Union of Public Employees Local #2582.

Section 2 – Establishment of the Plan

2.1 Establishment of the Plan

The Plan is established effective January 1, 2002 for Employees of the Employer.

2.2 Purpose

The purpose of the Plan is to enable Employees to obtain reimbursement of Eligible Healthcare Expenses incurred by an Employee or Dependent, to the extent that reimbursement for such expenses has not been made from any other healthcare plan or contract of insurance.

2.3 Private Health Services Plan

It is the intention of the Employer that the Plan qualify as a Private Health Services Plan as defined under the *Income Tax Act*.

Section 3 – Eligibility and Participation

3.1 An Employee shall be eligible to participate in the Plan on:

- (a) the Effective Date, if employed January 1, 2002;
- (b) the Employee's date of hire, if employment begins after the Effective Date;
- (c) the first day of any subsequent Plan Year.

3.2 The following classes of employees are established for the purposes of this Plan:

- (a) Permanent Employees who have ongoing continuous employment with the City.
- (b) Term Employees who have a contract of employment with the City which will terminate at a known set future date.
- (c) Seasonal Employees who are employed on a seasonal, week to week basis with an unknown termination date.
- (d) Part-time Employees who in addition to being an employee as defined in Section 3.2 (a), (b), or (c), work a reduced number of hours compared to the equivalent full time position.

Section 4 – Credits

4.1 Amount of Credits

On January 1, 2002, and each subsequent January 1st, the Employer shall provide a Credit to each Employee of an amount as stipulated in the Collective Agreement between the Employer and Union, adjusted as follows:

- (a) Permanent Employees: 100% of the Credit amount.
- (b) Term Employees: 8.33% of the Credit amount for each month of contracted employment in the calendar year.
- (c) Seasonal Employees: Not eligible to participate in the Plan.
- (d) Part-time Employees: Amounts stipulated in Section 4.2 (a), or (b) which shall be prorated based on an equivalent full time position.

4.2 Credit Allocations

A minimum of \$600.00 must be allocated to the Health Spending Account each year, effective January 1, 2009 (no cash-out value).

4.3 Earning of Credits

Employees shall earn Credits on the following basis:

- (a) Permanent Employees: The Credit shall be provided as an advance, but shall be earned at a rate of 1/12 for each month of employment in the Plan.
- (b) Term Employees: The Credit shall be provided as an advance, but shall be earned at a rate of 1/12 for each month of employment in the Plan Year (prorated if the Employee participates in the Plan for less than twelve months).
- (c) Seasonal Employees: Not eligible to participate in the Plan.
- (d) Part-Time Employees: The Credit shall be provided in accordance with amounts stipulated in Section 4.4 (a) or (b) which shall be prorated based on an equivalent full time position.

4.4 Value of Credits

Credits transferred to the HSA shall have no redeemable value, other than for reimbursement of Eligible Healthcare Expenses.

Section 5 – Accounts

5.1 Establishment of Accounts

The Employer shall establish and maintain a Health Spending Account for each eligible Employee. Each Employee's Account shall be allocated Credits in accordance with Section 4.2.

5.2 Reimbursement of Eligible Healthcare Expenses

Each Employee's Account shall be debited on the date a reimbursement is made by the amount reimbursed for Eligible Healthcare Expenses incurred in the current Plan Year. Eligible Healthcare Expenses shall be fully reimbursed from available Credits in the Employee's Account. At no time shall a reimbursement be permitted that would result in a negative Account balance.

5.3 Forfeiture of Credits

Subject to Section 5.4 and 6.2, any Credits remaining in an Employee's Account at the end of a Plan Year shall be forfeited.

5.4 Carry-forward of Credits

Notwithstanding Section 5.3, any unused Credits attributable to a particular Plan Year may be carried forward and used in the subsequent Plan Year.

5.5 Right of Recovery

The Employer has the right to recover from an Employee any reimbursement made:

- (a) for expenses which are not Eligible Healthcare Expenses;
- (b) which results in a negative Account balance;
- (c) before termination of employment from unearned Credits, subject to Section 4.3.

Section 6 – Claims Procedure

6.1 Notice and Proof of Claim

The Employee shall submit a notice and proof of claim for reimbursement of Eligible Healthcare Expenses using forms prescribed by the Employer.

The proof of claim shall include evidence satisfactory to the Employer that an Eligible Healthcare Expense was incurred by an Employee or Dependent, that the Eligible Healthcare Expense was previously submitted to all other medical and dental plans in which the Employee or Dependent participate (if applicable), and that part or all of the claim was denied by all such other medical and dental plans.

6.2 Grace Period

Any claim submitted within 60 days after the end of a particular Plan Year will be deemed to have been submitted and reimbursed on December 31 of that Plan Year.

Any claim submitted within 60 days of the date coverage terminates pursuant to Section 7.1 will be deemed to have been submitted and reimbursed on the date of termination of coverage.

6.3 Payment of Claims

The Employer will process and pay claims on a monthly basis.

Section 7 – Termination of Coverage

7.1 Termination of Coverage

An Employee will cease to be covered by the Plan on the earliest of:

- (a) the date the Employee's employment terminates;
- (b) The date the Employee retires;
- (c) the date the Employee dies; or
- (d) The date the Employee begins an unpaid leave of absence, other than a maternity, parental or adoption leave taken pursuant to provincial employment standards legislation.

Section 8 – Administration

8.1 Administration

The Administrator of the Plan shall be the Employer and all matters relating to the administration, interpretation, overall operation or application of the Plan shall be the Employer's responsibility. The Employer shall conclusively determine all matters relating to the overall operation, administration, interpretation and application of the Plan, consistent with the provisions of the Plan and any other contract which may be established in order to insure or fund the amounts payable under the Plan. The Employer may make such rules and prescribe such forms and procedures for the operation of the Plan consistent with the terms of the Plan, as it shall deem necessary, and may amend or revise such rules, forms and procedures from time to time. Whenever a question arises which cannot be settled or determined by reference to the Plan, the Employer and the Union may settle or determine such question at their discretion in any manner consistent with the intent of the Plan.

The Employer and the Union may appoint any person or corporation to administer the Plan and may delegate for such purpose from time to time such authority they may deem necessary and advisable.

8.2 Administration Costs

The Employer shall pay all costs of administering the Plan.

8.3 Information to Employees

The Employer shall provide each Employee with a written explanation of the terms and conditions of the Plan and any amendments thereto.

8.4 Employer Records

Where the records of the Employer are used for the purposes of the Plan, such records shall be conclusive of the facts with which they are concerned, and the Employer shall be entitled to rely on the accuracy of those records unless sufficient contrary evidence is furnished to the Employer.

Section 9 – Miscellaneous

9.1 Employment

The Plan shall not be deemed to constitute a consideration inducement for the employment of any Employee. Nothing contained in this Plan shall be deemed to give any Employee the right to be retained in the employ of the Employer or to interfere with the right of the Employer to discharge the Employee at any time, regardless of the effect such discharge might have upon such person as a participant in the Plan.

9.2 Severability

If any provision of this Plan shall be determined to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Plan shall remain in full force and in effect to the full extent permitted by law.

9.3 Taxes

The Employer, its officers, employees and agents shall not be liable for federal or provincial income taxes or any other liability incurred by an Employee or any other person as a result of receiving reimbursement for Eligible Healthcare Expenses from the Plan.

9.4 Governing Law

This Plan and all rights hereunder shall be governed by and construed in accordance with the laws of the federal and provincial jurisdictions in which they operate.

9.5 Termination of the Plan

The Employer may terminate the Plan only with the consent of the Union.

9.6 Previous Plan

This Plan shall replace the previous plan dated September 1, 2000.

LETTER OF UNDERSTANDING

Between

The City of Martensville

And

CUPE Local 2582

RE: Water and Treatment Plant Checks

All Public Works employees (if warranted some Parks and Recreation Employees as well) will be trained to complete the required checks for water and sewer on the weekends

The Director of Infrastructure and Planning may schedule overtime to trained employees to work two (2) hours on Saturdays and Sundays to perform the required checks. The employee shall receive four (4) hours each day for working on the weekend. This will accumulate to one (1) earned day off per weekend worked. The Payroll Clerk will keep a separate record of the days earned and the days taken. Such time must be taken the Monday or Friday of the following week.

This Letter of Understanding shall be effective for the term of the collective bargaining agreement between the parties (until a new agreement is negotiated) and shall expire at the end of the term unless otherwise negotiated or extended.

AGREED this Date _____

**THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL NO. 2582:**

THE CITY OF MARTENSVILLE

LETTER OF UNDERSTANDING

Between

The City of Martensville

And

CUPE Local 2582

RE: Average Hours of Work – Programming

Recreation Programming Employees:

Whenever possible Employees engaged in Recreation Programming shall not work more than six (6) consecutive days and have two (2) uninterrupted days of rest in every week; however, it is understood that due to operational programming needs this schedule may not be achieved.

In such cases the Employees shall be consulted and provided a schedule to accommodate programming needs and posted as soon as reasonably possible. Employees shall be eligible for the overtime provisions as provided for in Article 13.01 2) ii).

This Letter of Understanding shall be effective for the term of the collective bargaining agreement between the parties (until a new agreement is negotiated) and shall expire at the end of the term unless otherwise negotiated or extended.

AGREED this Date _____

**THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL NO. 2582:**

THE CITY OF MARTENSVILLE

LETTER OF UNDERSTANDING

Between

The City of Martensville

And

CUPE Local 2582

RE: Administration of On-call Assignment

The parties agree that for clarification purposes, they shall meet and develop a process as to the administration, assignment and expectations of employees scheduled for the On-call Provisions as provided for in Article 19.05.

It is further agreed that such policy/procedure shall not result in any monetary implications to the Employer.

This Letter of Understanding shall be effective for the term of the collective bargaining agreement between the parties and shall expire at the end of the term unless otherwise negotiated or extended.

AGREED this Date _____

**THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL NO. 2582:**

THE CITY OF MARTENSVILLE

LETTER OF UNDERSTANDING

Between

The City of Martensville

And

CUPE Local 2582

RE: Application of Article 11.03, 2) – Supervisory Employees

For the purposes of clarification as to the application of Article 11.03, 2) the parties agree that the Employer’s sole discretion in the application of promotions and transfers to supervisory positions within the scope of the bargaining unit shall be limited to the following positions:

- Aquatic Manager
- Finance Clerk
- Recreation Program Supervisor
- Facility Maintenance Supervisor
- Roadways Foreman
- Uncertified and/or Certified Water & Sewer Foreman
- Recreation Parks Foreman
- Public Works Superintendent

This Letter of Understanding shall be effective for the term of the collective bargaining agreement between the parties (until a new agreement is negotiated) and shall expire at the end of the term unless otherwise negotiated or extended.

AGREED this Date _____

**THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL NO. 2582:**

THE CITY OF MARTENSVILLE

New:

LETTER OF UNDERSTANDING

Between

The City of Martensville

And

CUPE Local 2582

RE: Labour/Management Committee

The parties agree to develop a Terms of Reference to mandate the committee composition, meetings, responsibilities, guidelines, etc.

The goal is to complete the Terms of Reference in a timely manner but no later than July 31, 2020.

AGREED this Date _____

**THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL NO. 2582:**

THE CITY OF MARTENSVILLE

CITY OF MARTENSVILLE
ZONING BYLAW AMENDMENT
BYLAW NO. 12-2019

A BYLAW OF THE CITY OF MARTENSVILLE TO AMEND BYLAW 1-2015, KNOWN AS THE ZONING BYLAW.

The Council of the City of Martensville, in the Province of Saskatchewan, enacts to amend Bylaw No. 1-2015 as follows:

1. Replace Table 6-2: R1A Core Area Residential District Development Standards with:

“Table 6-2: R1A Core Area Residential District Development Standards.”

2. Amend Section 4.12.3 by replacing with the following:

“4.12.3 Adult Day Care Facilities, Custodial Care Facilities, Residential Care Homes and Personal Care Homes

- (1) Adult day care facilities, custodial care facilities, residential care homes, and personal care homes may be approved as an ancillary use or as a principal use.
- (2) In any **Residential** district, no exterior alterations shall be undertaken to a dwelling or former dwelling which would be inconsistent with the residential character of the building, property, or streetscape.
- (3) Required parking spaces shall not be located in a required front yard.
- (4) No building or structure used for the purpose of a custodial care facility or a residential care facility shall also be used for the purpose of keeping boarders or lodgers, a secondary suite or a home based business.
- (5) In addition to the development standards of the Zoning District, adult day care facilities, custodial care facilities, and residential care homes, that are listed as a discretionary use shall be reviewed and approved in accordance with Discretionary Use Criteria.
- (6) Consideration of adult day care facilities, custodial care facilities, and residential care homes as a discretionary use shall include:
 - i. the proximity of the proposed development to other similar care homes,
 - ii. the location of the facility on the block and in the neighbourhood, and
 - iii. the street classification to ensure that there shall not be cumulative land use impacts on the neighbourhood in which the proposed care home is to be located.
- (7) Residential care homes and custodial care facilities shall be licensed and approved under Provincial requirements.
- (8) Where an adult day care facility, custodial care facility or residential care home is developed in a **Residential** district, it must be consistent with the scale and form of

CITY OF MARTENSVILLE
ZONING BYLAW AMENDMENT
BYLAW NO. 12-2019

the residential dwelling types that are listed as either Permitted or Discretionary Use in that district and must meet the same dimensional requirements for lot sizes, building heights, setbacks, coverage, and provision of amenity space on site.

- (9) Limiting Residential Care Homes Type II in the R1A District to a maximum of 10 residents.

This Bylaw shall come into force and take effect when adopted by Council.

Read a first time this 18th day of February, A.D. 2020

Read a second time this 17th day of March, A.D. 2020

Read a third time and adopted this 17th day of March, A.D. 2020

MAYOR

CITY CLERK

CITY OF MARTENSVILLE
EXTEND THE ASSESSMENT ROLL PERIOD
BYLAW NO. 3-2020

A BYLAW OF THE CITY OF MARTENSVILLE
TO EXTEND THE TIME REQUIRED FOR THE COMPLETION OF THE
ASSESSMENT ROLL

WHEREAS the Council of the City of Martensville deems it necessary to extend the time required for the completion of the assessment roll.

NOW THEREFORE the Council of the City of Martensville, in the Province of Saskatchewan, enact as follows:

1. That the time required pursuant to subsection 174(2) of The Cities Act for preparation of the assessment roll be and is extended from April 1, 2020 to April 15, 2020.

Read a first time this 17th day of March. 2020
Read a second time this 17th day of March 2019
Read a third and final time this 17th day of March 2019

MAYOR

CITY CLERK

CITY OF MARTENSVILLE
ECONOMIC DEVELOPMENT TAX EXEMPTION AMENDMENT
BYLAW NO. 4-2020

A BYLAW OF THE CITY OF MARTENSVILLE TO AMEND THE ECONOMIC
DEVELOPMENT TAX EXEMPTION BYLAW

The Council of the City of Martensville in the Province of Saskatchewan, pursuant to Section 262 (4) of *The Cities Act* enacts as follows:

1. The Economic Development Tax Exemption Bylaw No. 19-2012 is amended by:
 - a) Deleting Schedule “A” and substituting Schedule “A” Economic Development Tax Exemption Agreements, as attached to and forming part of this Bylaw.
2. Bylaw No. 8-2019 is hereby repealed.
3. This Bylaw shall come into effect upon final passage of Council.

Read a first time this 17th day of March 2020
Read a second time this 17th day of March 2020
Read a third time this 17th day of March 2020

MAYOR

CITY CLERK

CITY OF MARTENSVILLE
ECONOMIC DEVELOPMENT TAX EXEMPTION AMENDMENT
BYLAW NO. 4-2020

ECONOMIC DEVELOPMENT TAX EXEMPTION AGREEMENTS
SCHEDULE "A"

- 1) ASSESSED OWNER: GHJ Holdings Inc
TYPE OF BUSINESS: Autobody Shop
CIVIC ADDRESS: 700 Centennial Drive North
LEGAL DESCRIPTION: Lot 12 Block 100 Plan 102170911
YEAR(S): 2016-2020 Inclusive (5 years)

- 2) ASSESSED OWNER: Saskatoon Co-op
TYPE OF BUSINESS: Grocery Store
CIVIC ADDRESS: 130 Centennial Drive North
LEGAL DESCRIPTION: Lot 7 Block 100 Plan 102095940
YEAR(S): 2016-2020 Inclusive (5 years)

- 3) ASSESSED OWNER: Canadian Tire Real Estate Investment Trust
TYPE OF BUSINESS: Retail Space
CIVIC ADDRESS: 226 & 228 Centennial Drive North
LEGAL DESCRIPTION: Lot 20 Block 100 Plan 102163610
YEAR(S): Lot 21 Block 100 Plan 102172025
2018-2022 (5 years)

- 4) ASSESSED OWNER: Jetpatcher Canada Ltd.
TYPE OF BUSINESS: Industrial Building
CIVIC ADDRESS: 911 8th Street South
LEGAL DESCRIPTION: Lot 4 Block 74 Plan 102282645
YEAR(S): 2020-2022 (3 years)

CITY OF MARTENSVILLE
ECONOMIC DEVELOPMENT TAX EXEMPTION AMENDMENT
BYLAW NO. 4-2020

- 5) ASSESSED OWNER: Ayotte Plumbing & Heating.
TYPE OF BUSINESS: Industrial Building
CIVIC ADDRESS: 940 8th Street South
LEGAL DESCRIPTION: Lot 16 Block 74 Plan 102282645
YEAR(S): 2020-2024 Inclusive (5 years)
- 6) ASSESSED OWNER: Alisa Borowsky.
TYPE OF BUSINESS: Care Home
CIVIC ADDRESS: 61 1st Ave North
LEGAL DESCRIPTION: Lot 43 Block 17 Plan 77S36682
YEAR(S): 2020-2024 Inclusive (5 years)
- 7) ASSESSED OWNER: 102041916 Saskatchewan Ltd.
TYPE OF BUSINESS: Commercial Buildings
CIVIC ADDRESS: 40 Centennial Drive North
LEGAL DESCRIPTION: Lot 4, Block 100 Plan 102093162
YEAR(S) 2020-2024 Inclusive (5 years)
- 8) ASSESSED OWNER V & V Holdings Inc.
TYPE OF BUSINESS Commercial Addition
CIVIC ADDRESS: 109 Centennial Drive North
LEGAL DESCRIPTION: Lot 20, Block 7, Plan 63S16928
YEAR(S) 2020-2022 Inclusive (3 years)
- 9) ASSESSED OWNEW 102017059 Saskatchewan Ltd.
TYPE OF BUSINESS Industrial Building
CIVIC ADDRESS 121 9th Street North
LEGAL DESCRIPTION Lot 3, Block 24, Plan
YEAR(S) 2020-2021 Inclusive (2 years)