COLLECTIVE AGREEMENT

BETWEEN

The Town of Leader

AND

SERVICE EMPLOYEES INTERNATIONAL UNION WEST (SEIU-WEST)

FOR THE PERIOD OF:

January 1, 2020 To December 31, 2022

How to Handle a Question or Complaint

If you have a question or complaint about the application or interpretation of the Collective Agreement as it applies to you, do not delay and

- Review the facts.
- Read the Collective Agreement.
- Check on the existence of any locally negotiated terms which may modify the basic agreement.

If you continue to have a question or complaint, speak to your local Unit Executive or Steward about the problem.

If you do not get a satisfactory answer to your problem, or need help in resolving your problem, you should call the SEIU-West **Member Resource Centre (MRC).**

A Member Resource Centre Officer will answer your questions and help deal with your issue. They can also refer your concerns to the Union Representative assigned to your workplace, if necessary.

The SEIU-West MRC can be reached toll free by calling:

1-888-999-SEIU (7348)

Or through the 'Contact Us' page on

www.SEIUWEST.ca

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ARTICLE 1 – PURPOSE

The general purpose of this Agreement is the maintenance of harmonious relations and settled conditions of employment, and to provide machinery for the prompt and equitable disposition of grievances without stoppage of work; and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the term of this Agreement.

ARTICLE 2 - DURATION

This Agreement shall be in effect from **January 1, 2020** and shall continue in effect until **December 31, 2022** and shall continue automatically thereafter during annual periods of one (1) year each, unless either party notifies the other in writing not less than sixty (60) days and not more than one hundred and twenty (120) days prior to the expiration date that it desires to amend or terminate this Agreement.

ARTICLE 3 – RECOGNITION

A. MANAGEMENT RIGHTS: The union recognizes the rights of the Town Council of Leader or its appointees, to manage the Town operations in all aspects including the right to establish policies, rules and regulations and to direct the working force. In exercising these management rights the Town shall not violate any of the specific provisions of the Collective Agreement.

B. RECOGNITION OF THE UNION: The Town recognizes SEIU-West affiliated with Service Employees International Union, CLC, as the sole collective bargaining agency for all employees covered by this Agreement; and agree to negotiate hours of work, rates of pay and all working conditions affecting the employee/Employer relations.

C. The Union recognizes the responsibility of its members to perform faithfully and diligently their respective duties for the Employer and at all times to carry out their individual responsibilities according to the regulations, methods and procedures established by the Employer.

ARTICLE 4 – SCOPE

This Agreement will apply to all employees employed by the Town of Leader, except the Administrator, Assistant Administrator, the Clerk, and the Parks & Recreation Director.

ARTICLE 5 - UNION SECURITY

Every employee who is now or hereafter becomes a member of the Union shall maintain his membership in the Union as a condition of his employment, and every new employee whose employment commences hereafter shall, within thirty (30) days after the commencement in his employment, apply for and maintain membership in the Union, and maintain membership in the Union as a condition of his employment, provided that any employee in the appropriate bargaining unit who is not required to maintain his membership or apply for and maintain his membership in the Union shall, as a condition of his employment, tender to the Union the periodic dues uniformly required to be paid by the members of the Union.

ARTICLE 6 - DUES CHECK-OFF

A. The Employer agrees to deduct Union Dues, Initiation Fees and Assessments as required each month in the amounts designated by the Union. The Town shall submit such funds to the person designated by the Union within fifteen (15) days of the deductions being made.

B. When remitting dues, the Employer shall list the names of all employees within the Scope of the Agreement, their classification and regular rate of pay, the amount of deductions made, and the month for which such deductions were made.

ARTICLE 7 - GRIEVANCE PROCEDURE

DEFINITION OF A GRIEVANCE: A grievance shall be defined as any difference or dispute between the Employer and any employees or the Union.

A. The parties to this Agreement are agreed that it is of the utmost importance to resolve complaints and grievances as quickly as possible. It is not the intention of either the Employer or the Union to evade the settlement of disputes on a procedural technicality. However, notwithstanding the foregoing, it is clearly understood that time limits established herein are for the sake of procedural orderliness and are to be adhered to. Should either party fail to adhere to the time limits, the onus is on that party to show a justifiable reason for its failure to adhere to such limits up to maximum of thirty (30) days.

B. The following are the steps that shall be followed in submitting a Grievance:

STEP I: Any employee who feels aggrieved may, with the assistance of a Union Representative and within ten (10) days of when the Employee know or ought to have known about the incident which gave cause for concern, take the grievance up with the immediate Supervisor. Failing settlement at the first step (1st) the grievance shall be reduced to writing by the SEIU-West Union Representative and, within ten (10) working days, submitted to the Town Administrator at Step II.

STEP II: Upon receipt of the written grievance the Town Administrator shall arrange a meeting between the SEIU-West Union Representative and the General Government Services Committee or the Council of the Town. The aggrieved employee may, at their discretion and that of the Union, attend the meeting. Failing settlement at such a meeting, the grievance may be submitted to Step III.

STEP III: Either party may refer the grievance to Arbitration or Mediation by giving written notice to the other party of their intention to do so under clause (E).

C. No grievance shall be considered which is not presented in writing at Step II within twenty (20) working days after the event or circumstances, giving rise to the complaint, came to the attention of or should have come to the attention of the employee, the employees concerned and/or the Union.

D. The Arbitration Board shall be established in accordance with the applicable sections of *The Saskatchewan Employment Act*.
The Arbitration Board shall not have the authority to add or subtract from or amend any of the provisions of this Agreement.

E. All time limits and procedures found in the grievance and Arbitration procedures are mandatory and not merely directory. Therefore such limits and procedures may only be extended or waived by mutual agreement of the parties in writing. In the absence of such agreement, the following shall apply:

(1) Should the Employer fail to reply within the required time limits, the Union shall have the right to proceed to the next step.

(2) Should the Union fail to proceed to the next step within the required time limits, the grievance shall be considered settled in accordance with the Employer's answer to the last step, and the grievance shall be deemed to be abandoned.

(3) Suspension pending investigation is not considered discipline. If an employee is suspended pending investigation the Employer shall render its decision regarding discipline no later than fourteen (14) calendar days from the date of the suspension, except as otherwise agreed between the Employer and the Union. Where the suspension is without pay and investigations reveal that no discipline is warranted or that the discipline is less than the time spent on suspension the employee shall be paid for time lost and be made while in all respects.

ARTICLE 8 - LEAVE OF ABSENCE

A. Union Leave

(1) Subject to normal Employer operations, employees selected in connection with the affairs of the Union, upon giving not less than one (1) week written notice, shall be granted leave of absence with pay, not to exceed two (2) weeks. SEIU-West will be billed for the balance of the wages and benefits. Where relief employees are available or the employee can be relieved from duty, later requests will be given consideration. The Town reserves the right to limit the number of employees on leave to two (2).

(2) Employees who have completed at least one (1) year of service and who are selected for a full time elected or staff position with the Union, may be granted a leave of absence, without pay, for a period of up to, but not exceeding one (1) year. Application for such leave of absence must be made not less than thirty (30) days prior to commencement of same. The number of employees granted leave of absence for this purpose shall not exceed one (1) at any time. The employee's seniority shall accumulate during the period of leave.

(3) No employee shall suffer any loss of pay due to time spent in contract negotiations.

B. General Leave

Subject to normal operations employees shall be granted unpaid leave of absence up to one (1) month upon one (1) week written notice. Extension of leave may be granted by the Employer. Employees shall not accrue seniority after the first thirty (30) calendar days of any unpaid leave.

C. Bereavement Leave

(1) An employee shall be granted up to five (5) days leave with pay in the event of a life-threatening illness, serious injury, or death of a spouse, brother, sister, parent, former guardian, fiancé, grandparent, child, grandchild, aunt, uncle or common-law equivalent of the foregoing.

(2) An employee shall be granted up to one (1) day leave with pay in the event of the death of a mother-in-law, father-in-law, sister-in-law, son-in-law, daughter-in-law, grand-parent-in-law, niece, or nephew.

(3) An employee shall be granted up to two (2) days per year to attend to bereavement responsibilities. Such leave may be taken continuously with the leave provided in (2) above.

(4) Where an employee is required to travel over five hundred (500) kilometers one way to attend the funeral or memorial service the employee shall receive up to one (1) additional days leave with pay. Such leave shall be continuous with the leave provided in (1) or (2) above.

D. Jury Duty

When an employee is subpoenaed for jury duty or as a court witness, such employee shall not suffer any loss of salary or wages while at the disposal of the court.

Time spent by an employee required to serve as a court witness in any matter arising out of employment shall be considered as time worked at the regular rate of pay.

The Town of Leader shall grant leave of absence with pay to an employee who is required to appear or serve as a juror in any court. The employee will present proof of service and the amount of pay received. Time spent by an employee required to appear or serve as a court witness in any matter arising out of an employee's employment shall be considered as time worked and shall be paid at the employee's appropriate rate of pay. During this period the employee's benefits will be continued.

Any remuneration received by the employee, up to the normal rate of pay, shall be reimbursed to the Town of Leader.

E. Maternity, Paternity and Adoption Leave

Shall be granted on the basis of provisions in The Saskatchewan Employment Act.

F. Family Illness Leave

The purpose of family illness leave is for the employee to access time away from work, without loss of pay, in circumstances where a family member as defined in Article 8. C., (1) and (2) is ill and requires the attention of the employee. When requesting family illness leave, employees will be expected to identify the family member who is ill, the general nature of the employee's involvement and the amount of time that is required.

Employees shall be eligible for this benefit upon successful completion of the probationary period. Employees shall be entitled to up to twenty-four (24) hours per year. This benefit will not accumulate from year to year. This benefit shall be prorated for employees with less than one (1) year of employment.

Where an employee has exhausted their entitlement and still requires time away from work they shall have access to Statutory Holiday time, vacation, or earned time off according to the terms outlined above.

G. Education Leave

Insofar as regular operations will permit, an educational leave of absence without pay shall be granted for up to twenty-four (24) months at the request of the employee. All employees on education leave of absence status may provide notification to the Employer of their availability for call-in hours of work within their department and/or classification. All such employees will be treated as casual employees throughout the period of the education leave.

H. Pressing Necessity

An employee shall be granted one (1) day per year of leave without loss of pay for pressing necessities. Pressing necessity shall be defined as any circumstance of a sudden or unusual occurrence which could nor reasonably have been foreseen by the employee through the exercise of ordinary judgement and which requires the immediate attention of the employee. This benefit shall not accumulate from year to year. If additional instances of pressing necessity occur in any given year or more than one (1) day is required it shall be governed as per below.

Pressing necessity leave shall not exceed two (2) days per occurrence. For the purposes of pressing necessity the employee may also have the right to access unpaid leave of absence, vacation time, Statutory Holiday leave or earned time off.

ARTICLE 9 – SENIORITY

A. Seniority shall be defined as the length of service of an employee since their last date of hiring.

B. All full-time employees shall accumulate seniority on a monthly basis.

C. Newly hired employees shall be on probation for a period of six (6) months from the date of hiring. During the probationary period, employees shall be entitled to all rights and benefits of this Agreement, except with respect to discharge only for reasons of general unsuitability. The Union shall be notified, in writing, of all such dismissals within a reasonable time period. After completion of the probationary period, seniority shall be effective from the last date of employment. Part-time employees not receiving six (6) months work in nine (9) months of employment shall, at the completion of nine (9) months have been deemed to have completed their probationary period and shall be placed on the seniority list and credited with seniority back to the last date of hiring and credited for the time worked. Such employee(s) will be given the opportunity to join the benefits plans.

D. Employees will lose their seniority if:

(1) They are discharged for cause and not reinstated;

(2) They resign and do not withdraw such resignation within three (3) days;

(3) They are laid off and requested to return to work by verified notice to the last known address, and fail to notify the Employer within four (4) days of their intention to return to work within fourteen (14) days of the request;

(4) They are laid off due to lack of work for a period of twelve (12) months.

(5) They have been continually absent from work due to accident or sickness for a period of two (2) years and one hundred and ninety-five (195) days **u**nless the employee is receiving benefits under *The Workers' Compensation Act* and/or Disability Income Plan and/or Income Replacement via *The Automobile Accident Insurance Act.*

E. The Employer will prepare a seniority list and revise it as required. The seniority list will be posted on January 1st of each year and will be corrected on proof of error. A copy of such list will be sent to the Union.

F. Lay-off and Recall

(1) In case of lay-off, senior employees will be retained provided that they possess the required qualifications and the ability to perform the remaining work.

(2) Recall of employees will be in accordance with seniority, provided that they possess the required qualifications and the ability to perform the work.

(3) Except for just cause other than shortage of work, the Employer shall not discharge or lay-off an employee who has been in his service for at least three (3)continuous months without giving that employee at least;

(a) One (1) weeks' written notice, if his period of employment is less than one (1) year;

(b) Two (2) weeks' written notice, if his period of employment is one (1) year or more but less than three (3) years;

(c) Four (4) weeks' written notice, if his period of employment is three (3) years or more but less than five (5) years;

(d) Six (6) week's written notice, if his period of employment is five (5) years or more but less than ten (10) years;

(e) Eight (8) weeks' written notice, if his period of employment is ten (10) years or more.

(4) Employees called in for specific periods of time or for specific jobs will be deemed to have notice and clause (1) will not apply.

(5) When laid off employees are recalled for short periods of employment, and they advise Management that they are unable to report for the period required, the Management may hire employees under clause F. (2). This will not alter the right of the employee to recall by seniority for future call-back.

ARTICLE 10 – LAY-OFF AND RE-EMPLOYMENT

A. Definition of Lay-Off

A lay-off shall be defined as a reduction of the work force or a reduction of the guaranteed hours of work for any permanent full-time or part-time employee. Lay-off does not apply to casual employees. A casual employee shall be defined as an employee who has no guaranteed hours and works on a call in basis only.

B. In case of lay-off, senior employees will be retained provided that they possess the required qualifications and the ability to perform the remaining work.

C. Recall of employees will be in accordance with seniority, provided that they possess the required qualifications and the ability to perform the work.

D. Except for just cause other than shortage of work, the Employer shall not discharge or lay-off an employee who has been in his service for at least three (3) continuous months without giving that employee at least;

(1) One (1) weeks' written notice, if his period of employment is less than one (1) year;

(2) Two (2) weeks' written notice, if his period of employment is one (1) year or more but less than three (3) years;

(3) Four (4) weeks' written notice, if his period of employment is three (3) years or more but less than five (5) years;

(4) Six (6) week's written notice, if his period of employment is five (5) years or more but less than ten (10) years;

(5) Eight (8) weeks' written notice, if his period of employment is ten (10) years or more.

E. Employees called in for specific periods of time or for specific jobs will be deemed to have notice and clause (1) will not apply.

F. When laid off employees are recalled for short periods of employment, and they advise Management that they are unable to report for the period required, the Management may hire employees under clause F. (2). This will not alter the right of the employee to recall by seniority for future call-back.

ARTICLE 11 - VACANCIES AND NEW CLASSIFICATIONS

A. Rates of pay applicable thereto, for a new position or reclassification of an existing position, shall be subject to negotiation, then filled in accordance with this Article.

B. Where vacancies are to be filled or a new position has been created, such vacancy or new position will be posted for four (4) calendar days, so employees may apply. A copy of the posting will be sent to the Union. If a vacancy is not filled, the Union will be so advised within a reasonable time.

C. (1) Posted vacancies and new positions will be filled by the most senior employee applying provided that the employee possesses the required qualifications and the ability to perform the work.

(2) Management may fill such vacancies or new positions on a temporary basis until the posting, advertising and selection is completed, which will not exceed twenty-five (25) working days.

D. Employees reclassified, transferred or promoted shall be considered on trial for the first sixty (60) days and during such trial period, the employee may be returned to the position formerly held without loss of seniority and at the former rate of pay.

ARTICLE 12 - ANNUAL VACATION

A. All vacation credits for regular full-time employees shall be based on the length of continuing service prior to December 31st of each year.

B. Regular full-time employees with less than one (1) year continuous service at December 31st, shall receive annual vacation equal to one and one-quarter (1 ¼) days for each full month of service prior to December 31st.

C. Employees shall be allowed vacation for service on the following basis, new accruals beginning January 1st, 2003.

(1) Three (3) weeks after one (1) year of service;

(2) Four (4) weeks after six (6) years of service;

(3) Five (5) weeks after fourteen (14) years of service;

(4) Six (6) weeks after twenty (20) years of service;

D. Whenever possible, insofar as the regular operations of the Town will permit, vacations will be granted for the time requested by the employee. When more than one (1) employee requests the same vacation period, the choice will be determined in accordance with seniority.

i) No more then 2 (two) employees shall be away on holidays at any given time, unless council approval is granted at a regularly scheduled meeting.

E. When a Statutory Holiday occurs during the employee's vacation, the employee shall receive an extra day vacation with pay in lieu of such Statutory Holiday.

F. When requested, employees will be paid their vacation pay for the period of vacation taken, no later than the employee's last day of work prior to starting vacation.

G. If the employment of an employee is terminated, the Town shall pay him for any unused accrued vacation entitlement.

H. Displacement of Vacation

Where, in respect of any period of vacation leave, an employee is:

(1) Granted bereavement leave; or

(2) Granted sick leave, as a result of hospitalization; or

(3) Granted other approved leave of absence; or

(4) Granted sick leave for an illness which could confine the employee for a duration of more than three (3) scheduled days, a medical certificate substantiating proof of illness will be required; or

(5) Granted sick leave immediately prior to commencing his/her scheduled vacation and such illness continues into the period of scheduled vacation.

The period of vacation so displaced by any of the aforementioned shall either be added to the vacation period requested by the employee and approved by the Employer or reinstated for use at a later date.

ARTICLE 13 - PUBLIC HOLIDAYS

A. The Town agrees to recognize the following days as paid holidays including any other days duly legislated as Statutory Holidays by the Provincial Government:

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

Employees will be allowed one (1) Float holiday to be taken with management approval within each calendar year.

B. In addition to any pay entitlement under (A) above, any full-time employee required to work on any of the above mentioned holidays shall be paid at the rate of time and one-half (1½) for all hours worked and be granted one (1) day off with pay in lieu of the Statutory Holiday worked to be taken at a time mutually agreed between employee and employer.

C. Employees who are absent from work for any of the following reasons, shall not be entitled to pay for holidays or sick pay which occur during their absence:

(1) While on approved leave of absence without pay;

(2) While in receipt of Workers' Compensation Benefits;

(3) While on lay-off;

(4) While under warranted suspension from work.

D. Employees other than regular full-time employees shall be paid for Statutory Holidays and for time worked on statutory holidays in accordance with Saskatchewan Labour Legislation.

ARTICLE 14 - HOURS OF WORK

A. The hours of work shall be eight (8) hours per day exclusive of meal time or forty (40) hours per week.

B. (1) Overtime Provisions

Overtime will be paid after eight (8) hours per day or forty (40) hours per week. A rate of time and one half (1 ½) for the first four (4) hours and double (2X) for any remaining hours in a day. Overtime shall be paid at the rate of double (2X) for employees required to work on their days of rest.

(2) Time Off in Lieu

An employee shall have the option to bank time off in lieu of overtime pay. This accumulated time shall be taken at a time that is mutually acceptable to the employee and the Employer. The accumulated time in lieu shall not exceed seventy two (72) hours per year. Any unused bank time shall be paid out in a lump sum on the December payroll.

C. Rest Periods

Employees shall be granted two (2) rest periods, of fifteen (15) minutes duration, one in the forenoon and one in the afternoon, at times to be determined by the Town. Such rest periods shall be arranged approximately midway in the morning and afternoon shifts of each employee.

D. Call-Back

(1) An employee who is called back to work after completing their regular work day shall be paid a minimum of three (3) hours pay at the rate of time and one half (1½X) for each call back.

(2) An employee who is called back after midnight and/or on a Statutory Holiday shall be paid double time (2X) for all hours worked with a minimum of three (3) hours. Employees shall be allowed to reschedule all hours worked on a Statutory Holiday to another date.

Employees called out in the one (1) hour period immediately preceding their normal starting time shall be paid a minimum of one (1) hour only at the overtime rate.

Employees called out more than once during the specified call out period shall not receive further overtime until the specified call out period has elapsed.

(3) An employee called back on a scheduled day off shall be paid double time (2X) for all day and/or days off worked with a minimum of three (3) hours.

(4) An employee called back on vacation shall be paid double time (2X) for all hours worked with a minimum of four (4) hours and the vacation hours worked will be rescheduled.

(5) Employer agrees to supply cell phone for safety and contact purposes.

(6) An employee called back shall be paid a car allowance of fifty two cents ($0.52) per kilometer. Further reviews will continue every three (3) months during the life of this Collective Bargaining Agreement and continue until such time that the parties agree to further revisions.

E. Standby/Plant Checks

(1) An employee who is required to be on standby/plant Checks shall receive **$350.00**, for a one (1) week assignment.

(2) Employees will have standby rotated equally and evenly as possible.

(3) Employees may trade weekend standby with other employees with no cost to the Employer.

(4) Employees required to be on standby on a Statutory Holiday shall be paid an additional eighty ($80.00) dollars for each Statutory Holiday that they are on standby.

(5) Employees have to respond within one half (½) hour to all standby.

(6) The Town Foreman will submit standby/plant check schedules to the Town Administrator of Leader the first (1st) working day of the month prior to the assignments being performed. Any changes to the schedule must be submitted to the Town Administrator one (1) week in advance except in extenuating circumstances when the lack of notice could not be provided prior.

F. Shift Differential

An employee shall be paid a shift differential of three dollars ($3.00) for each regularly scheduled hour after 5:00 pm and before 8:00 am. Where the majority of the hours of a regularly scheduled shift fall before 8:00 a.m. or after 5:00 p.m. the shift differential shall apply to the entire shift.

Shift differential will not be paid on overtime hours.

Claim for shift differential must be submitted for payment at the end of each month.

Flex start times may be utilized in certain circumstances, during the normal work week (Monday - Friday 8 a.m. to 5 p.m.) Where the Employer gives eighteen (18) hours notice employees may be scheduled to work hours outside the regular hours for no longer than one (1) week at a time. These notices shall be for snow removal and street sweeping only. All work performed without the eighteen (18) hour notice for snow removal and street sweeping shall be paid at overtime rates.

G. Temporary Performance of Higher Duties

An employee who is assigned by the Employer to perform all or a substantial portion of the duties of a higher classification shall be paid the rate of pay for that classification, for the time that he/she performs such work.

H. Working in a Lower Classification

Employees temporarily required to work in a lower paid classification will not have their pay reduced. This provision shall not apply where there is a reduction in the work force and an employee exercises his rights under the provisions of Article 9 (F Layoff and Recall).

I. Transfers

An employee who is transferred or requests a transfer to a lower paid classification shall be paid the step in the lower classification commensurate with the employees' length of service.

ARTICLE 15 - BENEFITS - ELIGIBLE EMPLOYEES

A. GROUP BENEFITS

The Saskatchewan Urban Municipalities Association Group Benefits Program shall be in effect for all full-time employees, part-time employees and seasonal employees during the term of this Agreement and the benefits provided to eligible employees by the said program shall be:

(1) Basic Life Insurance one and one half (1 ½ X) times annual earnings;

(2) Accidental Death and Dismemberment one and one half (1 ½ X) times annual earnings;

(3) Short-Term Salary Continuance;

(4) Long-Term Salary Continuance (Plan A);

(5) Dependent Life Insurance;

(6) Dental Care Plan (Plan B);

(7) Extended Health Care (Plan B);

(8) Vision Care

The premium costs of the benefit program shall be fifty percent (50%) paid by the Town and the employee paying fifty percent (50%) of the premium cost.

B. SICK LEAVE

All employees will accrue sick leave credit at the rate of one and one-quarter (1 ¼) days per month for every month the employee is employed and shall continue to accumulate such sick leave credits to a maximum of one hundred twenty (120) days.

Employees having from zero (0) days to thirty (30) days service shall have no sick leave pay benefits.

A deduction shall be made from accumulated sick leave credits for all normal working hours (exclusive of Statutory Holidays) absent from work because of sickness or accident not covered by Workers' Compensation and subject to Clause 14 (B).

(1) A Doctor's note shall be presented to the Administrator after three (3) consecutive missed shifts.

C. MEDICAL CARE LEAVE

An employee who is unable to make the necessary arrangements for maintenance of personal health care outside of scheduled work time shall be granted time off

with pay. Any time needed and used for medical appointments will be taken from the employee's sick bank.

D. CLOTHING ALLOWANCE

A clothing allowance to a maximum of three hundred dollars ($300.00), supported by a receipt, will be paid to each employee for clothing and boots per calendar year.

Employees shall be allowed to carry over from year to year any unused portion of the clothing allowance except that the total accumulation cannot exceed two (2) years allowance.

The Town of Leader shall supply gloves, coveralls and hard hats.

E. MILEAGE ALLOWANCE

An employee required by the employer to use his/her own vehicle in the course of his employment shall be paid fifty two cents ($0.52) per kilometer. The Mileage Allowance will be reviewed as per Article 13D.6 and adjusted accordingly.

F. MEAL ALLOWANCE

The Town of Leader shall supply a meal if an employee is required to work two and one half (2.5) hours following their posted quitting time ARTICLE 16(WORKERS' COMPENSATION).

ARTICLE 16 – WORKERS COMPENSATION

Where an application for income replacement is made on behalf of any employee to the Workers' Compensation Board, the employee shall receive income replacement as determined by the clause defining sick leave credits.

A. Where the claim is allowed by the Workers' Compensation Board, and payment is retroactive to the date of the injury or illness, the employee shall have his sick leave credits reinstated, and the Town shall pay the employee his regular wage as set forth in Schedule "A" hereto, to the date his Workers' Compensation Board income replacement is discontinued, or for a period not exceeding one (1) year, whichever occurs first, provided the employee shall turn over to the Town, for the exclusive use of the Town, all monies received from the Workers' Compensation Board to the date that this Workers' Compensation Board income replacement is discontinued, or for a period not exceeding one (1) year, whichever occurs first.

The employee shall notify the Employer of any notice received discontinuing his Workers' Compensation Board income replacement benefits.

B. Where a claim is disallowed by the Workers' Compensation Board and upon receipt of notice from the employee or the Workers' Compensation Board, an immediate claim shall be made by the Town upon the S.U.M.A. Group Benefit Program for the period of absence due directly to the illness or injury of the employee.

Notwithstanding the above, where a claim for Workers' Compensation Board income replacement is disallowed, the portion of sick leave already paid by the Town will be deducted from the employee's sick leave credits.

C. For the purposes of maintaining and accessing employee benefits, in accordance with the terms of the Plan, when an employee is receiving benefits from The Workers' Compensation Board or another third party insurer the Employer shall forward the appropriate application forms to the employee (for Disability Income Benefits and waivers of premiums).

D. Employees shall earn seniority for the entire period of a WCB claim subject to Article 23.

ARTICLE 17 - PENSION PLAN

A. All members of the bargaining unit shall be enrolled in MEPP on the date of hire.

B. Potential hours or pensionable service shall be defined by the full-time hours, for each occupational group, in the collective agreement.

ARTICLE 18 - OCCUPATIONAL HEALTH AND SAFETY

A. The parties recognize the importance of occupational health and safety in the work place. The employee has the full protection of Part III of *The Saskatchewan Employment Act,* Occupational Health and Safety, including the right to refuse work if the employee has reasonable grounds to believe it unusually dangerous. The employee will have access to information that may impact on the health and safety of the employee and others, and has the duty to conduct him/herself in a safe and responsible manner at work.

B. A joint Occupational Health and Safety Committee shall be established as required by *The Saskatchewan Employment Act*, Part III – Occupational Health and Safety and Regulations.

The Employer shall ensure that all co-chairpersons of the committee receive training respecting their duties and functions of a committee.

The Local Union shall determine the employee/worker representatives on the Occupational Health and Safety Committee.

ARTICLE 19 - CLASSIFICATION, RATE OF PAY AND DUTIES

The classification and rate of pay in Schedule A will be applicable during the term of this Agreement.

ARTICLE 20 - CONDUCT BELOW STANDARD

A. No employee shall be disciplined or discharged without just cause. The Employer agrees to use a reasonable and timely process of progressive discipline.

B. The Steps of Corrective Discipline

The parties to the Agreement recognize the usual steps of corrective discipline are:

(1) Verbal warning;

(2) Written reprimand;

(3) Suspension;

(4) Termination.

It is understood that normal progression may be altered by the severity of the offence.

C. When the Employer deems that an employee's conduct or performance is cause for discipline the Employer shall provide the employee and the SEIU-West Union Representative reasonable notice of investigative and disciplinary meetings. The notice shall include the general nature of the concern and notice of the employee's right to have Union representation at the meeting and of the general nature of the issue to be addressed. The employee and/or the Union are responsible to ensure Union representation is present. Reasonable time and consideration shall be given to the availability of all parties when scheduling meetings.

D. Where an employee is disciplined or discharged, the employee shall be provided in writing with the reason(s) for such discipline or discharge immediately following the action. The employee shall, in writing, acknowledge receipt of such advice, within seven (7) working days of the date of the notice. Such notice and reply shall form a part of the employee's personnel file.

E. Access to Personnel File

The Employer shall allow an employee to review their personnel file (excluding employment references) provided they make prior arrangements with their immediate Supervisor. Any errors or inaccuracies on an employee's file shall be removed immediately upon the request of the employee.

A document placed in an employee's file pursuant to a verbal or written warning will, at the employee's request, be removed from the file after two (2) years unless there has been a repeat incident of the conduct that caused the original concern or where there are other disciplinary documents of equal or greater severity, of the same nature, placed in the employee's file within the two (2) years.

A document placed in an employee's file pursuant to a disciplinary suspension shall, at the employee's request, be removed after three (3) years, except where there are other disciplinary documents of equal or greater severity, of the same nature, placed on the employee's file within the three (3) years.

ARTICLE 21 – STATUS DURING AND AFTER DISABILITY

When and employee is disabled and receiving Disability Income Benefits or other income replacement from a third party (3rd) insurer the employee's position will not be posted permanently for the first two (2) years and one hundred and ninety five (195) consecutive calendar days.

If the employee is unable to return to work following the first two (2) years and one hundred and ninety five (195) calendar days the position vacated by the employee will be posted and filled on a permanent basis, depending on operational requirements. The Employer, employee, and the Union will review the employee's qualifications and abilities including restrictions in accordance with Article 22, (Return to Work and Duty to Accommodate). Where no job is immediately available the employee will be place on LOA and shall have access to the provisions of the benefits plan according to the terms of the plan.

Years of service for the purposes of pension benefits will continue to accrue during disability as though the employee were still fully employed.

ARTICLE 22 - RETURN TO WORK AND DUTY TO ACCOMMODATE

A. The Employer agrees to make every reasonable effort, short of undue hardship, to provide suitable modified or alternate employment to employees who are temporarily or permanently unable to return to their regular duties as a consequence of an occupational or non-occupational disability, or as a consequence of limitations as a result of illness or injury or who otherwise require accommodation as set out in the Saskatchewan Human Rights Code, the Saskatchewan Human Rights Code – Regulations, and *The Saskatchewan Employment Act*.

   a. Accommodation of employees within the workplace is a shared responsibility between the Employer, the Union and the employee. All parties shall work cooperatively to foster an atmosphere conducive to accommodation.

B. Employee Wages, Benefits and Seniority

   a. The Return to Work or Duty to Accommodate program must be organized so that it is not discriminatory with regard to an employee's disability or limitations resulting from an illness or injury. When placing an employee in accordance with Article 23 d) consideration shall be given to the employee's wages, benefits and seniority accrual.

C. Medical Information

   It will be the responsibility of the employee returning to work to provide the Employer with initial medical evidence of the limitations associated with the disability, injury or illness. The Employer shall not contact the employee's physician without the employee's written consent.

D. Employees who are ill or disabled and who are medically cleared to return to work shall, where operationally possible and where medically necessary, be offered a temporary modified return to work and/or temporary lighter duties in order to facilitate their return to normal duties. In such circumstances, the Union and the Employer may mutually agree to waive or modify, on a case by case basis, those provisions of the Collective Agreement that prohibit such accommodation from being made including but not limited to the waiver of a posting.

ARTICLE 23 - TRANSFERS

An employee who is transferred or requests a transfer to a lower paid classification shall be paid the step in the lower classification commensurate with the employees' length of service.

ARTICLE 24 - NO STRIKE - NO LOCKOUT

A. The Union agrees that during the term of this Agreement there will be no strike, slow down, stoppage of work or any withdrawal of normally provided services. The Town agrees that during the term of this Agreement there will be no lock outs.

E. In the event of a legal strike, the Union agrees to negotiate with Management a minimum amount of service where such service is essential to the safety of the Town residents.

ARTICLE 25 - DEFINITIONS

The terms below shall be used to refer unless the context otherwise requires the expression:

A. Bargaining Unit - means the unionized employees of the Town of Leader and its Agencies.

B. Casual Employee - shall be an employee who works on a call-in basis and who is not regularly scheduled.

C. Day - any twenty-four (24) hour period when the employee is scheduled to commence work.

D. Employee - any person, other than a member of Council, who receives wages or salaries from the Town of Leader or its Agencies.

E. Employer - is the Town of Leader or its Agencies.

F. Permanent Employee - means where the words APermanent employee(s) appear in the collective agreement, it includes the following two (2) definitions, unless specifically stated otherwise.

G. Permanent Full-Time Employee - means an employee in a permanent full-time position who has successfully completed an initial probationary period; and who is regularly scheduled to work the normal hours defined in Article 13.

H. Permanent Part-Time Employee - means an employee in an ongoing less than full time position who has successfully completed an initial probationary period; and who is regularly scheduled to work less than the normal hours as defined in Article 13.

I. Temporary Employee - means an employee in a position whose service is for a limited time period nature.

J. Use of Gender - this agreement shall be construed as referring to the masculine or feminine gender or the singular plural noun as the context may require.

K. Transfer - a transfer shall be defined as the movement of an employee from one (1) position to another position with the same rate of pay.

L. Demotion - a demotion shall be defined as the movement of an employee from one (1) classification to another classification having a lower rate of pay.

M. Promotion - a promotion shall be defined as the movement of an employee from one (1) classification to another classification having a higher rate of pay.

N. Union - refers to Service Employees International Union – SEIU-West.

SCHEDULE "A"

Financial provisions

Wage increases:

January 1, 2020 – 2% for all classifications.
January 1, 2021 – 2% for all classifications.
January 1, 2022 – 2% for all classifications.

Full retroactivity to January 1st, 2020 for all monetary issues for all classifications.

Employees hired in the classification of Labourer I will be promoted to Labourer II after twelve (12) months of service.

1-Jan-20	**Start**	**6 Months**	**1 Year**
Foreman	26.11	28.54	30.95
General Operator	23.03	24.56	26.00
Laborer II	21.08	21.96	22.86
Maint Worker/Laborer I	20.08	20.71	22.41
(Frozen at this rate for duration of Agreement)			

1-Jan-21	**Start**	**6 Months**	**1 Year**
Foreman	26.63	29.11	31.57
General Operator	23.49	25.05	26.52
Laborer II	21.50	22.40	23.32
Maint Worker/Laborer I	20.08	20.71	22.41
(Frozen at this rate for duration of Agreement)			

1-Jan-22	**Start**	**6 Months**	**1 Year**
Foreman	27.16	29.69	32.20
General Operator	23.96	25.55	27.05
Laborer II	21.93	22.85	23.79
Maint Worker/ Labourer I	$20.08	$20.71	$22.41
(Frozen at this rate for duration of Agreement)			

LETTER OF UNDERSTANDING # 1

BETWEEN

TOWN OF LEADER

AND

SERVICES EMPLOYEES INTERNATIONAL UNION (SEIU-West)

RE: FOREMAN TO ATTEND COUNCIL MEETINGS

It is agreed between the parties that this Letter of Understanding shall work in concert with the provisions of the Collective Agreement. Where this Letter of Understanding is silent, the Collective Agreement shall govern. In case of discrepancies between this Letter of Understanding and the Collective Agreement, and in the absence of specific provisions in this Letter of Understanding, the terms and conditions of the Collective Agreement will govern.

This Letter of Understanding will allow the Foreman to attend town council meetings with one month notice. He/she will be paid one and one half (1½X) for all hours so worked.

This Agreement may be terminated upon sixty (60) days written notice by either party.

SIGNED THIS 31 DAY OF July, 2020.

SIGNED ON BEHALF OF
THE TOWN OF LEADER

MAYOR

ALDERMAN

ALDERMAN

WITNESS

SIGNED ON BEHALF OF
SEIU-West

UNIT CHAIR

STAFF REPRESENTATIVE

NEGOTIATIONS OFFICER

LETTER OF UNDERSTANDING #2

BETWEEN

TOWN OF LEADER

AND

SERVICES EMPLOYEES INTERNATIONAL UNION (SEIU-West)

RE: SATURDAY SHIFT AT LANDFILL

It is agreed between the parties that this Letter of Understanding shall work in concert with the provisions of the Collective Agreement. Where this Letter of Understanding is silent, the Collective Agreement shall govern. In case of discrepancies between this Letter of Understanding and the Collective Agreement, and in the absence of specific provisions in this Letter of Understanding, the terms and conditions of the Collective Agreement will govern

This Letter of Understanding will allow an 8 hour shift to be worked at the Landfill as a regularly scheduled shift for a town employee. This Saturday shift is to be rotated equally among the workforce unless there is an employee who indicates he/she would prefer to work on Saturday. This shift will be normal working hours and will not involve overtime.

This Agreement may be terminated upon sixty (60) days written notice by either party.

SIGNED THIS 31 DAY OF July, 2020.

SIGNED ON BEHALF OF
THE TOWN OF LEADER

MAYOR

ALDERMAN

ALDERMAN

WITNESS

SIGNED ON BEHALF OF
SEIU-West

UNIT CHAIR

STAFF REPRESENTATIVE

NEGOTIATIONS OFFICER

SIGNING PAGE

SIGNED THIS 31 DAY OF July, 2020.

SIGNED ON BEHALF OF
THE TOWN OF LEADER

MAYOR

ALDERMAN

ALDERMAN

WITNESS

SIGNED ON BEHALF OF
SEIU-West

UNIT CHAIR

STAFF REPRESENTATIVE

NEGOTIATIONS OFFICER

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Union contacts:

	Name	Phone	Email
Unit Chairperson			
Unit Vice-Chairperson			
Workplace Communicator			
Shop Stewards			
Union Representative:			

The Member Resource Centre (MRC) is normally staffed from 9 am to 5 pm Monday to Friday. You can reach an MRC Officer by phone (1-888-999-7348 and press 1) or you can use the 'Contact Us' form on the website: www.seiuwest.ca.

Calendar for year 2019 (Canada)

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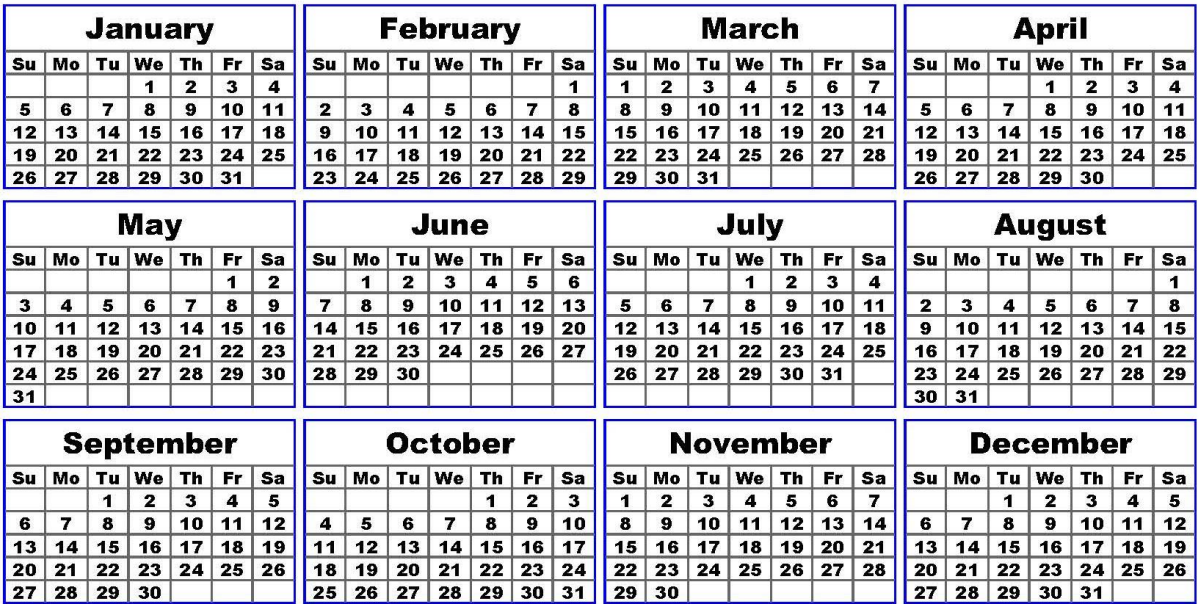
Calendar for year 2020 (Canada)



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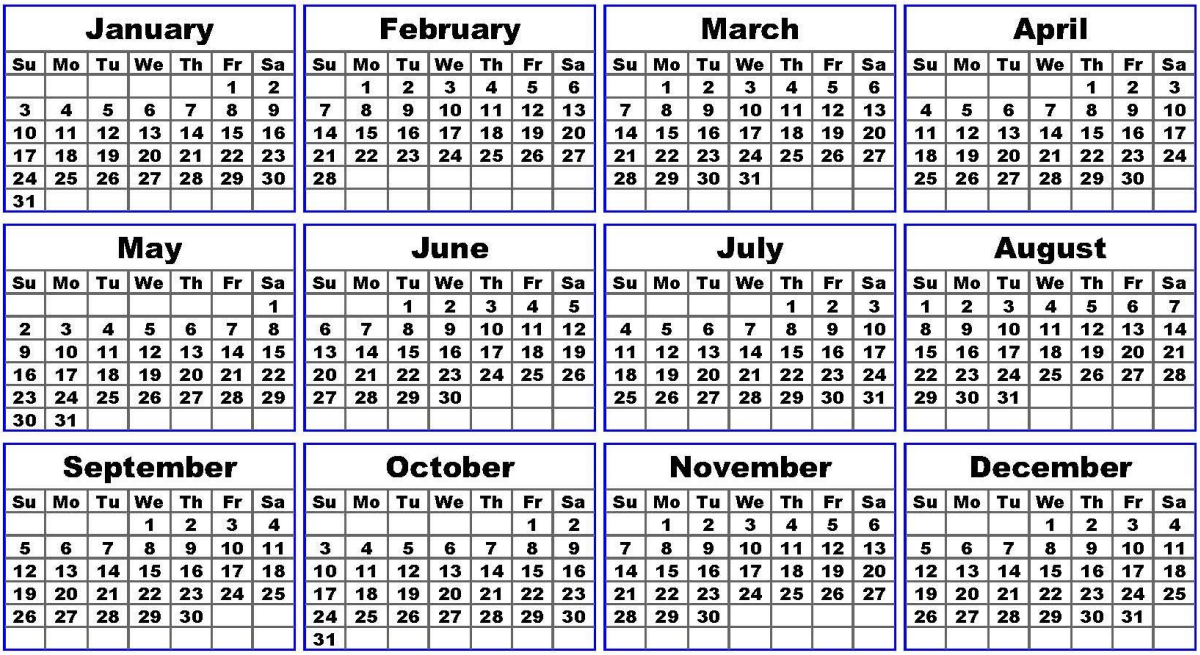

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21	22	23	24	25	26	27
28	29	30	31			

September

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Calendar for year 2023 (Canada)

January

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

July

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

SEIU-West represents working people across Saskatchewan who work in Healthcare, Education, Municipalities, Community Based-Organizations and Private Sector Industries. We work to improve the lives of working people and their families and lead the way to a more just and humane society.

The gains and protections contained in this document are the result of you and your co-workers coming together to negotiate a Collective Agreement with your Employer. If you know of someone who needs this kind of agreement and Union protections in their workplace, please contact the SEIU-West Organizing Department today at 1-888-999-SEIU (7348)

We are Stronger Together!