

TOWN OF ALAMEDA
Regular Meeting December 16, 2021

The regular meeting of the Council of the Town of Alameda met in the Fire Hall on Thursday, December 16, 2021. The meeting was called to order at 6:33 p.m. by Mayor Kinder and the Council that were present went into camera. Council came out of camera at 7:25 p.m.

PRESENT: Mayor Perry Kinder, Councillors Donna Griffin, Janelle Dorrance, Jennifer Cobham, Jeff Cameron, Dean Copeland
Acting Administrator – Myrna-Jean Babbings
Councillor Henderson joined the meeting at 7:23 p.m.

DELEGATIONS: 8:00 p.m. – Jeremy Burness

AGENDA:

362/12/21

Made by: Councillor Cobham

That Council approve the Agenda as presented.

CARRIED

APPOINTMENTS:

ACTING ADMINISTRATOR FOR THE DECEMBER MEETING

363/12/21

Made by: Councillor Copeland

That Myrna-Jean Babbings is appointed as Acting Administrator for this Council meeting.

CARRIED

MINUTES:

364/12/21

Made by: Councillor Griffin

That the minutes of the November 17, 2021, Regular Meeting are approved as presented.

CARRIED

CORRESPONDENCE:

WORKERS COMPENSATION BOARD

365/12/21

Made by: Councillor Dorrance

That we acknowledge that the WCB employer premium increase from \$1.17 per one hundred dollars in 2021 to \$1.23 per one hundred dollars for 2022.

CARRIED

PLK

myB

ACCEPT AND FILE THE CORRESPONDENCE

366/12/21

Made by: Councillor Cobham

That the correspondence has been dealt with and now is filed.

CARRIED

ACCOUNTS FOR APPROVAL:

BANK RECONCILIATION

367/12/21

Made by: Councillor Copeland

That we approve the November Bank Reconciliation as presented.

CARRIED

FINANCIAL STATEMENT

368/12/21

Made by: Councillor Copeland

That we approve of the November Statement of Financial Activities as presented.

CARRIED

APPROVED AND ONLINE PAYMENTS

369/12/21

Made by: Councillor Henderson

That the accounts as presented at this meeting and adjoined to these Minutes are approved for payment from cheques #5551 to #5574 for \$140,757.15 and online payments in the amount of \$15,174.40.

CARRIED

UNFINISHED BUSINESS:

SALE OF GRADER

370/12/21

Made by: Councillor Cameron

That the Town of Alameda enters into an agreement with Ritchie Brothers for the sale of the 1967 Cat 120 Motor Grader.

CARRIED

ACTING ADMINISTRATORS REPORT:

ALAMEDA SCHOOL COMMUNITY COUNCIL

371/12/21

Made by: Councillor Copeland

That Council Cameron be appointed to sit on the Alameda School Community Council as a representative from the Town.

CARRIED

PLK

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HOLIDAY OFFICE HOURS

372/12/21

Made by: Councillor Griffin

That the Town Office close on December 24 and 27th, 2021 and that this be advertised.

CARRIED

ADMINISTRATORS VACATION:

373/12/21

Made by: Councillor Cameron

That the Town approve the Administrator's vacation request for December 28 to 31.

CARRIED

CAFT

374/12/21

Made by: Councillor Cobham

That through Prairie Pride Credit Union- CAFT (Customer Automated Funds Transfer) that the method of paying employees change from File Upload to Data Entry.

CARRIED

VERBAL REPORT

375/12/21

Made by: Councillor Cobham

That we approve the Acting Administrator's verbal report.

CARRIED

WATERWORKS DAILY REPORT

376/12/21

Made by: Councillor Henderson

That we acknowledge and sign the daily Waterworks report for November.

CARRIED

WATERWORKS VERBAL REPORT

377/12/21

Made by: Councillor Copeland

That we approve the Waterworks Operators verbal report.

CARRIED

SNOWGATE

378/12/21

Made by: Councillor Cameron

That the snowgate that was purchased in 2015 for an amount of \$8,871.00 is advertised for sale with Ritchie Brothers.

CARRIED

J. Burness vacated the meeting at 8:23 p.m.

PLK

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NEW BUSINESS:

COUNCIL PROCEDURE BYLAW

Bylaw No. 9-2021 First Reading

379/12/21

Made by: Councillor Copeland

That Bylaw 9-2021 being a Bylaw for Council Procedures is read for the first time.

CARRIED

Bylaw No. 9-2021 Second Reading

380/12/21

Made by: Councillor Dorrance

That Bylaw 9-2021 is read a second time.

CARRIED

Bylaw No. 9-2021 Consent for Third Reading

381/12/21

Made by: Councillor Cobham

That Bylaw 9-2021 is given a third and final reading and is permitted at this meeting.

UNANIMOUSLY CARRIED

Bylaw No. 9-2021 Third and Final Reading

382/12/21

Made by: Councillor Griffin

That Bylaw 9-2021 being read for the third and final time, now is adopted, signed and sealed as a Bylaw for the Town of Alameda, and is attached to these minutes, and furthermore Bylaw No. 4-2018 is now repealed.

CARRIED

BOARD OF REVISION

383/12/21

Made by: Councillor Cobham

That an Agreement be entered into with Western Municipal Consulting to provide services for the Town of Alameda for Board of Revision services when needed.

CARRIED

WATER INFRASTRUCTURE

384/12/21

Made by: Councillor Dorrance

That \$5,991.60 is transferred from Prairie Pride Credit Union Chequing account to the Water Infrastructure account.

CARRIED

ADMINISTRATORS UMAAS MEMBERSHIP FEE

385/12/21

PLK

myB

Made by: Councillor Copeland

That the Town of Alameda pay on behalf of the administrator the Urban Municipalities Administration Association (UMAAS) conditional membership fee in the amount of one-hundred eighty dollars (\$180.00) for the 2022 year.

CARRIED

SPRING UMAAS WORKSHOP

386/12/21

Made by: Councillor Cameron

That the Town of Alameda pay on behalf of the administrator to attend the Spring Workshop in Weyburn February 15, 2022 in the amount of one-hundred fifty dollars (\$150.00)

CARRIED

LIBRARY

387/12/21

Made by: Councillor Copeland

That the Town of Alameda pay to the Alameda Library one half of the janitor invoices for \$494.33 and phone bills for \$665.33 for 2020/2021 and going forward the R.M. of Moose Creek will pay the Alameda Library for – power, energy, janitor and phone and the Town will be billed ½ of these utilities at year-end.

CARRIED

WCB Employer Reporting

388/12/21

Made by: Councillor Copeland

That the janitor for Alameda Library be added to our WCB Employer reporting.

CARRIED

YEAR END ACCOUNTS

389/12/21

Made by: Councillor Henderson

That the 2021 accounts that are received will be paid on December 31, 2021.

CARRIED

COMMITTEE REPORTS

390/12/21

Made by: Councillor Griffin

That we acknowledge the following committee reports:

Alameda Rec Board – Councillor Cobham

Alameda and S.E. Library – Councillor Cobham

Alameda Tourism – Councillor Griffin

Moose Creek Regional Park, Councillor Copeland

Fire Board – Councillor Henderson

CARRIED

ADJOURNMENT AND NEXT MEETING

PLK

mpb

391/12/21

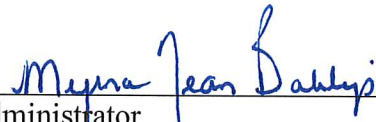
Made by: Councillor Cameron

That the meeting adjourns at 9:07 p.m. and that the next meeting will be held on Wednesday, January 19th, 2022, at 7:00 p.m.

CARRIED



Mayor



Administrator

**Town of Alameda
Administrator Employment Agreement**

This agreement made in duplicate, effective this 22 day of November, 2021.

Town of Alameda (THE EMPLOYER)
Box 36
Alameda, Sask. S0C 0A0

Town Administrator – Sheri K. Carritt (THE EMPLOYEE)
Box 325
Alameda, Sask.

Date of Hire: November 22, 2021

The PARTIES agree as follows:

1) **Employment**

THE EMPLOYEE and the Town hereby agree that the Town shall employ THE EMPLOYEE as a worker for the municipality, under this agreement, effective as of the 22nd of November, 2021.

THE EMPLOYEE shall be responsible and accountable to the Council of the Town of Alameda for the administration of the municipality. The Employee's duties are outlined in *The Municipalities Act*.

The Administrator agrees that she will at all times faithfully, industriously, and to the best of her ability, experience and talents, perform all the duties required of her position. In carrying out these duties and responsibilities, she shall comply with all Town of Alameda policies, procedures, rules and regulations, both written and oral, as are announced by the Town of Alameda from time to time. It is also understood and agreed to by the administrator that her assignment, duties, responsibilities and reporting arrangements may be changed by the Town of Alameda in its sole discretion without causing termination of this agreement.

2) **Conditions**

THE EMPLOYEE is entitled to a harassment-free work environment as outlined in the Municipality's Harassment Policy.



Town of Alameda
Administrator Employment Agreement

3) **Probation**

Probation shall be for a 6 (six) month period unless otherwise determined by Council starting from the date of hire. A further 6 (six) month probation may be recommended until the 1800 hours (1 year) of experience in the municipality has been completed. If during the first 5 months and 2 weeks (five months and two weeks) period THE EMPLOYEE AND EMPLOYER mutually agree that THE EMPLOYEE wishes to revert back to her previous position, the Agreement will be null and void.

4) **Duties**

a) THE EMPLOYEE will have an annual review each year, not later than December.

5) **Work Schedule, Deductions and Benefits**

a) THE EMPLOYEE shall work five days a week with the office open from 8:00 a.m. to noon and 12:30 p.m. to 4:00 p.m., but is expected to work at least 7.5 hours per day, and agrees to work the hours required to have the work completed.

b) THE EMPLOYEE will be paid a salary, which will be equal to 1,950 hours x \$25.65/hour, which equals \$50,018.00/year. The salary shall be paid bi-weekly with all regular deductions taken off the gross wage and remitted on behalf of the employee, with the presentation of a timesheet.

THE EMPLOYER agrees to pay THE EMPLOYEE in accordance with the UMAAS Salary Guideline. The remuneration will be reviewed annually to ensure the range remains competitive.

c) THE EMPLOYEE (if not covered under another plan or spouse's plan) will split Accidental Death and Dismemberment, Life Insurance, Extended Health Benefits, Vision and Dental premiums 50/50 with THE EMPLOYER. THE EMPLOYER will pay 100% for the short-term disability premium and THE EMPLOYEE will pay 100% for the long-term disability premium, as well as any optional life insurance premiums.

e) THE EMPLOYER agrees to register THE EMPLOYEE under the relevant provincial government workplace safety insurance plan. THE EMPLOYER further agrees not to deduct money from THE EMPLOYEE'S wages for these purposes.

e) THE EMPLOYEE shall participate in the Municipal Employees Pension Plan, with THE EMPLOYEE and THE EMPLOYER matching contributions at the rate set by Municipal Employees Pension Plan.

f) THE EMPLOYEE shall be entitled to 15 working days per year or 1.25 days per month for holidays. THE EMPLOYEE must submit a written request for holidays at least two weeks before the start of the requested holidays. The EMPLOYEE agrees to use all vacation entitlement within the year, with one week of holidays being able to be carried forward. If this holiday time is not used by April 30th, the previous year's outstanding vacation pay will be paid in full to the employee; however, the employee will be eligible to use the week of vacation time without compensation.

PLK.

Town of Alameda
Administrator Employment Agreement

- g) a. THE EMPLOYER shall compensate THE SALARIED EMPLOYEE at a rate of 1.0 times the hourly rate of any hours worked after 160 hours in a four-week period, as per Saskatchewan Labour Standards in accordance with the signed Timed Bank Agreement.
- b. Banked time shall not be accumulated unless required due to after hour meetings, excessive workload or time sensitive deadlines. Bank time must be taken and has no cash value. Banked time cannot be carried over from 1 (one) year to the next year.
- c. All overtime bank agreements must be:
- in writing as per attached;
 - agreed to, and signed by the Administrator and Mayor or Deputy Mayor;
- d. This position is not eligible for overtime or stat holiday pay.
- h) THE EMPLOYEE will accumulate sick time at a rate of 1.25 days per month for full time. The annual sick leave may be used in advance but does not carry over from year to year. Sick leave is paid out at 7.5 hours regular time per day. No overtime hours will be paid on sick leave. If the employee is paid for more than 4 sick days in a row, any subsequent sick days must be approved by Council and a doctor's note may be required.
- i) THE EMPLOYEE is granted Bereavement Leave – As per *The Saskatchewan Employment Act*. Bereavement leaves of up to five days will be granted to employees with at least 13 weeks of employment in the event of the death of an employee's immediate family. An employee's immediate family is defined as:
- i) The employees' spouse, parent, grandparent, child, grandchild, brother or sister, or the spouse of the brother or sister; or
 - ii) The employee's spouse's parent, grandparent, child, grandchild, brother or sister, or the spouse of the brother or sister.
- Three days of leave will be paid, depending on the circumstances, where the deceased fits all other relationships not noted above.
- k) THE EMPLOYEE has the other leaves allowed by law – THE EMPLOYER will grant unpaid (or paid at the discretion of Council) leaves as appropriate and required by *The Saskatchewan Employment Act* in the following circumstances:
- i) Maternity, Adoption and Parental Leave
 - ii) Crime-Related Child Death or Disappearance Leave
 - iii) Reserve Force Service Leave
 - iv) Nomination/Election and Candidate/Public Office Leave
 - v) Citizenship Ceremony Leave
 - vi) Organ Donation Leave

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Town of Alameda
Administrator Employment Agreement

- vii) Critically Ill Child Care Leave
- viii) Compassionate Care Leave

6) **Statutory Days**

There will be 10 Statutory Days per year:

New Years, Family Day, Good Friday, Victoria Day, Canada Day, Civic Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day.

7) **Professional Development**

THE EMPLOYER will pay the cost of training that is required for THE EMPLOYEE to perform their duties as determined by THE EMPLOYER and UMAAS.

The EMPLOYER agrees to pay for the UMAAS Membership Fee each year. THE EMPLOYEE may incur reasonable expenses that further the Municipality that is approved by Council, including, but not limited to conferences and other work-related travel. THE EMPLOYER shall reimburse THE EMPLOYEE for all business expenses after THE EMPLOYEE presents an itemized account of expenditures.

8) **Confidentiality**

THE EMPLOYEE agrees not to disseminate any EMPLOYER confidential information for the duration of her employment with the EMPLOYER.

9) **Employee Policy**

If any standards in the employee policy shall change after the agreement is signed, foregoing the standards set out in the employee policy will be followed.

10) **Notice of Resignation**

Should THE EMPLOYEE wish to terminate the present contract, THE EMPLOYEE agrees to give THE EMPLOYER written notice at least 1 (one) month in advance.

THE EMPLOYEE will be required to turn in all Town property, specifically the keys.

11) **Notice of Termination**

THE EMPLOYER may terminate, with just cause or neglect of duty, at any time without notice stating the reason in writing.

THE EMPLOYER may terminate this agreement with pay in lieu of notice or notice with standards set out in the Saskatchewan Labour Standards using the start date. THE EMPLOYEE may terminate this agreement by the standards set out in the *Saskatchewan Labour Standards Act* via written notice to THE EMPLOYER.

THE EMPLOYEE and THE EMPLOYER agree that during the probationary period either party may terminate this Contract of Employment without reason or recourse by giving the other party written notice of such termination 14 days in advance.



**Town of Alameda
Administrator Employment Agreement**

After the Probationary Period, with cause, THE EMPLOYER may terminate this Agreement at any time by giving written notice to THE EMPLOYEE. Without cause, THE EMPLOYEE or THE EMPLOYER may terminate by the standards set out in the *Saskatchewan Labour Standards Act*.

12) Contract Subject to Legislation

THE EMPLOYER is obliged to abide by the standards set out in the *Saskatchewan Labour Standards Act*. In particular, THE EMPLOYER agrees to abide by the standards with respect to how wages are paid, statutory holidays, benefits and recourse under the terms of the Act. Any term of this Contract of Employment less favourable to THE EMPLOYEE than the standard stipulated in the relevant *Labour Standards Act* is null and void.

In witness whereof, the parties state that they have read and accepted all the terms and conditions stipulated in the present agreement.

Signed at Alameda, Saskatchewan this 22 day of November, 2021.

Town of Alameda



Mayor

Seal



Administrator

Time Bank Agreement Template

It is agreed between:

Sheri K. Carritt of Alameda, Sask. and
The Town of Alameda, Alameda, Sask.

The employer and employee agree to establish an overtime bank so that the employee may bank overtime hours on the following basis:

- Each overtime hour will enter the bank at 1.0 banked time, Banked time must be used before December 31st in the year it is accumulated.
- Each hour taken from the bank must be used during the employee's regularly scheduled work hours at a time or times that have been mutually agreed upon.
- In the absence of mutual agreement, the employer may schedule banked time use with at least one week's written notice.

Time Bank Cancellation

The employer and employee can cancel an overtime bank by providing written notice of cancellation one pay period or more in advance. In the event of the cancellation:

- The employer will pay out any unused bank time or require the employee to take time off no later than the end of pay period following the cancellation notice period.
- If the cancellation is due to the employee's employment being terminated, then the employer shall pay to the employee any unused bank overtime pay within 14 days of the employee's last day of work.

Agreement Governed by *The Employment Standards Regulations*

This Time Bank Agreement is authorized by and includes additional provisions contained in section 12 of *The Employment Standards Regulations* noted on the reverse side of this document.

Dated this 22 day of November, 2021

X 
Signature of Employer/Company

X 
Signature of Employee

The Employment Standards Regulations

Time banks – overtime

12(1) For the purpose of subsection 2-18(3) of the Act and this section:

- (a) “banked time” means the overtime hours credited to an employee’s time bank, for which an employer is to provide the employee with time off with pay in accordance with this section;
 - (b) “written notice” means notice, in writing, that is required to be given to the other party by an employer or employee.
- (2) For the purposes of clause (1)(b), a written notice must be at least one pay period in length.
- (3) For the purposes of subsection 2-18(3) of the Act, a time bank agreement must:
- (a) be in writing;
 - (b) be agreed to by the employer and the employee; and
 - (c) be signed by the employer and employee.
- (4) All hours banked pursuant to this section are to be banked at 1.5 times the number of overtime hours worked.
- (5) All hours taken from the time bank must be taken:
- (a) during an employee’s regularly scheduled work hours;
 - (b) at a time or times agreed to by the employer and employee, or, in the absence of agreement, as scheduled by the employer, and section 2-11 of the Act applies, with any necessary modification, for the purposes of this clause;
 - (c) at the employee’s hourly wage; and
 - (d) within 12 months after the end of the pay period in which the overtime hours were banked.
- (6) Banked time is deemed to be wages owing to the employee for the purposes of recovery of the wages.
- (7) Each hour or part of an hour of time off with pay is deemed to be regular hours of work.
- (8) The employer shall retain a copy of the time bank agreement entered into pursuant to subsection (3) and provide a copy of the agreement to the employee in any manner that informs the employee of the agreement.
- (9) The employer shall pay to the employee wages for all banked time for which time off with pay did not occur in accordance with clause (5)(d).
- (10) For the purposes of subsection (9):
- (a) that payment must be the product of:
 - (i) the employee’s hourly wage; and
 - (ii) the employee’s remaining banked time; and
 - (b) the employer shall make that payment in accordance with section 2-33 of the Act.

(11) An employer or an employee, at any time, may give written notice to the other party of his or her intention to:

- (a) issue or obtain payment for all or part of the hours in the time bank; or*
- (b) terminate the time bank.*

(12) If written notice is given pursuant to clause (11)(a), the employer shall, not later than the end of the pay period following the pay period in which written notice was provided, pay the employee wages for the banked overtime hours in accordance with subsection (10).

(13) If written notice is given pursuant to clause (11)(b):

- (a) the employer shall, not later than the end of the pay period following the pay period in which written notice was provided, either:
 - (i) pay the employee wages for the banked overtime hours in accordance with subsection (10); or*
 - (ii) schedule the times at which the employee shall take the banked hours in accordance with clause (5)(b); and**
- (b) the employee's time bank is deemed to be closed.*

(14) If the employer lays off or terminates the employment of an employee, the employer shall not require the employee to take banked overtime hours off with pay as part of the required notice period pursuant to section 2-60 of the Act.

(15) If the employer lays off or terminates the employment of an employee, the payment pursuant to clause (10)(a) is not to be considered pay instead of notice required pursuant to section 2-61 of the Act