

COLLECTIVE AGREEMENT

BETWEEN

THE CITY OF SASKATOON

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS

SASKATOON CIVIC EMPLOYEES' UNION, LOCAL NO. 59

COVERING THE PERIOD FROM JANUARY 1, 1998 TO DECEMBER 31, 2000

**THE CITY OF SASKATOON
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS
SASKATOON CIVIC EMPLOYEES' UNION, LOCAL NO. 59**

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THIS AGREEMENT MADE THIS 9TH DAY OF FEBRUARY, 1999 BETWEEN:

THE CITY OF SASKATOON

SASKATOON PUBLIC LIBRARY BOARD

THE SASKATOON CENTENNIAL AUDITORIUM FOUNDATION

THE SASKATOON GALLERY AND CONSERVATORY CORPORATION (Mendel Art Gallery)

THE BOARD OF POLICE COMMISSIONERS

SASKATCHEWAN PLACE ASSOCIATION INC.

**In the City of Saskatoon
in the Province of Saskatchewan;**

- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS
SASKATOON CIVIC EMPLOYEES' UNION, LOCAL NO. 59
Sole bargaining agent for those employees referred
to in this Agreement.**

WHEREAS it is the desire of the parties to this Agreement:

1. To maintain harmonious relations between the Employer and Union;
2. To recognize the mutual value of joint discussions in all matters pertaining to working conditions;
3. To encourage efficiency of operations;
4. To promote the morale and well-being of all employees and of the Civic Service as a whole;

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE 1. TERM OF AGREEMENT

Revised This Agreement shall come into force and take effect as and from the first (1st) day of January, 1998, and shall continue in force until the thirty-first (31st) day of December, 2000, and then from year to year thereafter, unless either party gives written notice to renegotiate this Agreement, such written notice to be given not more than sixty (60) days nor less than thirty (30) days prior to December 31, 2000.

ARTICLE 2. COVERAGE

This Agreement shall apply, excepting to those employees in a class of employment outside the scope of this Agreement, to:

- all employees of the Corporation of The City of Saskatoon;
- Revised - all clerical, mechanical and maintenance, Victim and Child Service employees of the Saskatoon Board of Police Commissioners;
- all employees of the Saskatoon Gallery and Conservatory Corporation (Mendel Art Gallery);
- all employees of the Saskatoon Centennial Auditorium Foundation not included in the Bargaining Unit of the International Alliance of Theatrical Stage Employees (I.A.T.S.E.);
- all maintenance employees of the Saskatoon Public Library Board;
- all employees of Saskatchewan Place Association Inc. employed in only the following job classifications: Utilityperson, Ticket Seller/Cashier, Cashier/Secretary and Chief Operating Engineer.

ARTICLE 3. DEFINITIONS

3.1 Parties to the Agreement Defined

In this Agreement, unless the context otherwise requires:

- 3.1.1 “City” means the Corporation of the City of Saskatoon.
- 3.1.2 “Council” means the Council of the City of Saskatoon.
- Reorg 3.1.3 “City Manager” means the City Manager of the City of Saskatoon.
- Reorg 3.1.4 Reference to the “City Manager” shall be deemed to refer to the “Chief of Police”, “Executive Director - Auditorium”, “Director - The Saskatoon Gallery and Conservatory Corporation (Mendel Art Gallery)”, “General Manager of Saskatchewan Place Association Inc.; respectively as may be necessary, and; “City Council” shall be deemed to refer to the “Board of Police Commissioners”, “Board of Directors” (Auditorium), (Library),[The Saskatoon Gallery and Conservatory Corporation (Mendel Art Gallery)], and (Saskatchewan Place Association Inc.), respectively as may be necessary.
- 3.1.5 “Employer” means the City of Saskatoon, Board of Police Commissioners, the Saskatoon Centennial Auditorium Foundation, Saskatoon Public Library Board, Saskatoon Gallery and Conservatory Corporation (Mendel Art Gallery), and Saskatchewan Place Association Inc.
- Reorg 3.1.6 “General Manager of Corporate Services” means the person so employed and designated.
- Reorg 3.1.7 “Head of Department” or “Heads of Departments”, as the case may be, shall mean the head of any of the several departments to which reference is made in this Agreement or, in their absence, any person singularly delegated by them and approved by the City Manager.
- 3.1.8 “Union” means the Saskatoon Civic Employees’ Union, C.U.P.E. Local No. 59, as constituting the appropriate unit of employees referred to in Article 2.
- Reorg 3.1.9 “Availability list” is a list of scheduled part-time work assignments which provide less than fifteen (15) hours of regular and ongoing work per week within the Community Services Department, Leisure Services Branch.

3.1.10 “Call-in list” is a list of part-time employees which are assigned to non-scheduled part-time work on an as-needed basis.

3.1.11 “Posted Position” is a vacancy filled through the bulletin or posting process provided for in Article 17.

3.2 Employees Defined

3.2.1 An employee shall be any person working in a department which is included in the bargaining units as defined in Article 2. With respect to Saskatchewan Place Association Inc., an employee shall be any person working in a job classification specified in Article 2.

3.2.2 “Permanent Employee” subject to probation provisions, “permanent employees” shall be defined as an employee holding a position which has been bulletined as a permanent position.

3.2.3 “Part-time Employee” shall be defined as an employee who occupies a permanent part-time position, or who is either on an availability list or a call-in list, and who is subject to the required probationary period.

3.2.4 “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).

3.2.5 “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.

3.3 Positions Defined

3.3.1 “Permanent Position” means a complement position filled on a recurring basis for an unspecified term.

3.3.1.1 “Permanent Continuous Position” means a position which is filled for all twelve (12) months of each successive year.

3.3.1.2 “Permanent Seasonal Position” means a position which is filled for less than twelve (12) months of each fiscal year.

3.3.1.3 “Permanent Part-time Position” means a position which is filled for less than the full negotiated work week.

3.3.2 “Temporary Position” means a non-permanent position which may be either full time or less than a full negotiated work week, used to perform the following work:

(1) relief of permanent employees who are absent from their regular duties due to vacation, extended illness, and other approved leaves of absence;

(2) project work with fixed commencement and completion dates;

(3) continuous work which is ninety (90) days or less per year,

3.4 General Definitions and Interpretations

- 3.4.1 “Overtime” shall, except as otherwise provided herein, have the meaning given in the Statutes of the Province of Saskatchewan and Regulations thereunder and all such overtime shall be reported by the Supervisor in charge forthwith. The wages, therefore, at the specified overtime rate, shall be paid within the current pay period as nearly as is possible.
- 3.4.2 “Promotion” shall be defined as a movement of an employee from a position in one wage range to a position in a range with a higher maximum wage.
- 3.4.3 “Transfer” means the movement of an employee from one position to another position with an identical wage range maximum.
- 3.4.4 “Reclassification” shall be defined as the reallocating of a position from one wage grade to another because of a significant change in duties and level of responsibility assigned to the position either on an identifiable date or gradually over a period of time.
- 3.4.5 “Demotion” shall be defined as a movement of an employee from a position in one wage range to a position in a range with a lower wage range maximum.
- 3.4.6 **Where** marginal notes **or** subheadings within Articles refer to units of employees, the noted clause will have reference to that unit of employees so specified. Where no specific reference is made, clauses will be deemed to have general application to all employees.
- 3.4.7 “He”, “His” or “Him” includes a reference to persons of the feminine gender whenever the facts or context so requires.
- 3.4.8 “Qualifications” shall be defined as including education, training, experience and ability necessary to fulfil the job requirements.
- 3.4.9 Work performed by employees who are on an availability or a call-m list and, where the work meets or exceeds fifteen (15) hours per week averaged over twelve (12) months, will be subject to review by the parties as to the need to bulletin a position pursuant to Article 3.1.9 and Article 3.1.10.
- 3.4.10 Part-time employees are entitled to all the rights and benefits of this Agreement on a pro-rated basis, unless otherwise limited, and as may be applicable.
- 3.4.11 Progression within the wage schedules shall be based on accumulated work time.
- 3.4.12 Termination of temporary employees at the end of their specified term shall not be subject to the grievance procedure.

ARTICLE 4. UNION RECOGNITION

Revised Pursuant to the provisions of **The Trade Union Act** (1994), the Employer recognizes the Canadian Union of Public Employees and its Local No. 59 as the sole bargaining agent for all those employees covered by this Agreement, and hereby agrees to negotiate with the Union or any of its authorized committees, concerning any matters covered by this Agreement.

ARTICLE 5. MAINTENANCE OF MEMBERSHIP AND CHECK-OFF

- 5.1 Every employee who is now or hereafter becomes a member of the Union shall, as a condition of employment, maintain membership in the Union in accordance with the Constitution and Bylaws of the Union.
- 5.2 All new employees shall, within thirty (30) days after commencing employment, apply for membership in the Union. Copies of the completed application forms shall be forwarded to the Union.
- 5.3 The Employer shall deduct Union dues from the wages of all members of the Union and remit the amounts so deducted to the Treasurer of Local No. 59 twice monthly. Printed copies of the "check off sheet" shall be forwarded to the Union.
- 5.4 Notwithstanding clauses 5.1, 5.2 and 5.3 above, the provisions of Sections 32 and 36 of The **Saskatchewan Trade Union Act** (1994) shall apply to this Agreement.

ARTICLE 6. NO DISCRIMINATION - FAIR EMPLOYMENT PRACTICE

- Revised 6.1 The Employer and the Union agree that there shall be no discrimination, restriction or coercion exercised or practiced with respect to hiring or terms and conditions of employment because of race; religion; religious creed; colour; sex; sexual orientation; age [(between legal age for employment and normal retirement age of sixty-five (65)]; physical disability (except where the disability would prevent the carrying out of the normal duties of the position occupied); national or ethnic origin; political or religious affiliation, or by reason of membership **or** activity in the Union.
- 6.2** The parties recognize the principle of equal pay for equal work.
- 6.3** The Employer and the Union agree to abide by the terms and conditions of Article 6.1 of the Collective Agreement and the provisions of Section 16 (1) of The **Human Rights Code** (1995).

Where discrimination issues arise, other than those referenced in Article 6.1 of the Collective Agreement and the provisions of Section 16 (1) **The Human Rights Code** (1995), the Employer and the Union agree to jointly investigate those issues.

ARTICLE 7. RESOLUTIONS OF COUNCIL

All resolutions which affect employees covered by this Agreement shall be forwarded to the Secretary of the Union.

ARTICLE 8. COMMITTEES TO BE HEARD

Any committee of this Union, shall, upon written request, be accorded a prompt hearing.

ARTICLE 9. OCCUPATIONAL HEALTH AND SAFETY

- 9.1 Occupational Health and Safety Committees will be established to appropriately represent the places of work of employees. The Committees will consist of equal numbers of employee and management representatives.
- 9.2 The Committee shall have a continuing concern with respect to the health and safety of the employees of **the** City as herein represented. Meetings shall take place at a minimum of once quarterly or more frequently if the Committee as a whole decides. Minutes shall be made available to the Employer and the Union.

9.3 The Employer Chairperson shall post the names of the Committee members and the minutes of meetings on the Employer's bulletin board.

9.4 The duties of the Committee include:

9.4.1 The receipt, consideration and disposition of complaints respecting the health and safety of the employees.

9.4.2 The participation in the identification and control of health and safety hazards within the place of employment.

9.4.3 Cooperation with the Occupational Health Services of the Province.

Revised

9.4.4 The maintenance of records in connection with the receipt and disposition of complaints and the attendance to other matters relating to the duties of the Committee as may be contained in **The Occupational Health and Safety Act (1993) and The Occupational Health and Safety Regulations (1996)**.

9.4.5 The setting up of emergency meetings of the Committee.

9.5 Time spent by the employees in performance of their duties as members of the Occupational Health and Safety Committee shall be considered as time worked and payment made on the basis of straight time earnings only.

9.6 Such Committee shall not deal with matters which ordinarily are or become a subject for negotiations between the Employer and the Union.

9.7 Occupational Health and Safety policies will, to the fullest possible extent, be the subject of prior dialogue with the Occupational Health and Safety Committee and/or the Union.

New

9.8 The Employer and the Union agree to abide by the terms and conditions of **The Occupational Health and Safety Act (1993)** and **The Occupational Health and Safety Regulations (1996)**.

ARTICLE 10. TECHNOLOGICAL CHANGE

10.1 The City undertakes to notify the Union at least three (3) months in advance of any technological changes which may result in changes in the employment status of employees.

10.2 Having regard to the desirability of maintaining a stable work force, the City will, through transfer or retraining, make every effort to ensure that no permanent employee suffers due to technological change.

10.3 In this section, Technological Change means:

10.3.1 The introduction by the City into its work, undertaking or business, of equipment or material of a different nature or kind than that previously utilized by the City in the operation of the work, undertaking or business;

10.3.2 A change in the manner in which the Employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material;

10.3.3 The removal by the Employer of any part of the work, undertaking or business.

10.4 Information Exchange

10.4.1 A Joint Committee formed of three (3) Union and three (3) Management representatives will meet upon request of either party to discuss Management's plans to invest in new technology and to consider the possible effects of the change.

Reorg

10.4.2 The parties acknowledge that after having discussed possible proposals regarding the introduction of technological change, that the Union may submit views regarding such change to the City Manager within six (6) weeks of having been advised of the potential change as provided for in the Information Exchange Committee as described in Article 10.4.1 above.

New

10.5 The Employer and the Union agree to abide by all provisions of **The Trade Union Act** (1994), Section 43, regarding Technological Change.

ARTICLE 11. JOB SECURITY

- 11.1 If the City ceases or partly ceases its operations, merges with another employer, or changes operating methods through technological change, and if the City is unable to provide work for a permanent employee, as defined in Article 3.2.2, displaced by the foregoing measures at the employee's normal rate in a comparable class of work, such employee shall be given sixty (60) days' notice of such measures, and shall be paid on severance, one (1) week's pay for each year of service beyond five (5) years. (Exclusive of transfer to another governmental jurisdiction.)
- 11.2 Where weather conditions force a short-term layoff of staff, the hours of work in the ensuing three (3) pay periods shall be adjusted so as to afford employees the opportunity of ensuring that their overall income does not suffer from the short-term layoff.
- 11.3 No permanent employee, as defined in Article 3.2.2, engaged in a year-round job shall be laid off or terminated as a direct consequence of the City contracting out work of a nature normally performed by C.U.P.E. forces.

ARTICLE 12. GRIEVANCE PROCEDURE

- 12.1 When an employee has been disciplined; refused reemployment after layoff, alleges discrimination, or has any other grievance arising out of the terms of this Agreement, an investigation may be initiated at the request of the employee or the Union.
- 12.2 The Employer agrees to cooperate with Union representatives in the performance of their duties while investigating or presenting grievances under this Article. The Employer also agrees to provide the Union representatives with information pertinent to the grievance.
- 12.3 The Union agrees that each steward or acting steward will not leave their work except to perform duties under the Agreement and that they shall first obtain the permission of their supervisor. Such permission shall be granted and, where circumstances require immediate attention, permission shall be granted within an hour.
- 12.4 The Union agrees to advise the Employer of the names of stewards and acting stewards.
- 12.5 The Grievance Procedure shall be as follows except that:

In the case of a grievance initiated by the Union, the procedure shall commence at Step Two.

OR

In the case of dismissal, the procedure may be initiated at Step Three.

Step One The employee shall, within seven (7) days following an alleged infraction, first state the complaint in writing to the Union. The Grievance Committee of the Union shall hear the employee's complaint within seven (7) days and are encouraged to discuss the matter with the employee's supervisor in an attempt to resolve the complaint.

Step Two The Union shall, within twenty-one (21) days after the alleged infraction have the right to be heard by the appropriate Department Head. When applying for a hearing the Union shall outline, in writing, the details of the grievance. The hearing shall be held within three (3) days of the application being made. The Department Head shall, within three (3) days following the hearing, render a decision and reasons, in writing, to the Union.

Reorg Step Three In cases of dismissal or within five (5) days following receipt of the Department Head's decision, the Union may appeal to the City Manager. The appeal shall be in writing and include a copy of the grievance and, if applicable, a copy of the Department Head's decision. The City Manager shall hear the appeal within seven (7) days after it has been filed and shall give the decision, in writing, within seven (7) days after the conclusion of the hearing.

Reorg Step Four If the Union is not satisfied with the decision of the City Manager, the Union may refer the grievance to a Board of Arbitration. It is also understood and agreed that prior to submission to arbitration, either party has the right to submit the grievance to City Council. The procedure for doing so is as follows:

The party concerned shall advise the City Manager, in writing, and the City Manager shall report the whole matter to the next meeting of City Council. The Union shall be advised, in writing, by the City Clerk of the date at which the matter is to be considered, The Union shall have the right to appear and be heard by City Council at such meeting.

12.6 Arbitration

- Reorg 12.6.1 The Union agrees to advise the City within forty-five (45) days of receipt of the City Manager's decision (Step Three) of its intention to proceed to arbitration. If the grievance is not so referred, it shall be considered withdrawn.
- 12.6.2 If a grievance is referred to a Board of Arbitration, each party shall nominate one (1) member to the Board within seven (7) days following notice under 12.6.1. The parties shall appoint a Chairperson of the Board. If the parties cannot agree on a Chairperson, either party may refer the matter to the Minister of Labour for the appointment of a Chairperson.
- 12.6.3 The Board of Arbitration shall deal with all matters in dispute and its award shall be final and binding on both parties.
- 12.6.4 Each party shall pay its own costs and expenses in connection with the Board and shall share equally the costs and expenses of the Chairperson.

12.6.5 The Board shall have the power to determine whether time limits set forth in the grievance procedure have been reasonably met and, notwithstanding non-compliance, may deal with the merits of the arguments placed before it.

12.6.6 The Board shall have the power to vary any penalty imposed on an employee; however, it shall not have the power to alter the provisions of this Agreement.

12.7 Time Limits

12.7.1 All time limits specified in the Grievance Procedure can be extended by mutual agreement between the parties.

12.7.2 If the Employer fails to answer any of the Steps in the Grievance Procedure within the time limits, the Union may move the grievance to the next step in the procedure.

12.8 Unjust Action

Should an employee be disciplined, laid off, demoted or terminated and it is later established that such action was unjust or not in accordance with the provisions of this Agreement, the employee shall be reinstated to that employee's former status in all respects and shall be compensated for all monetary loss by reason of the action.

12.9 "Day" for the purposes of this Article means calendar day.

12.10 This Article shall be subject to the provisions of the laws of the Province of Saskatchewan and regulations thereunder.

ARTICLE 13. DISCIPLINE

- Reorg
- 13.1 In the event of misconduct, absence without leave not due to sickness, or for refusal or wilful neglect to carry out the instruction of anyone in authority to give such instructions, any employee may be dismissed without notice or with such notices and allowances as the City Manager may authorize, and the provisions of Article 15 shall not apply. When such dismissal, or a suspension without pay takes place, the employee and the Union shall be advised in writing by the Department Head concerned as to the reason for such dismissal or suspension.
- 13.2 In the event of termination or dismissal, an employee shall have all the right of appeal provided in **this** Agreement.
- 13.3 Whenever it is found necessary to discipline or censure an employee, the written particulars of the matter shall be given to the employee--copy to the Union--within thirty (30) working days following the disciplinary action. If this procedure is not followed such disciplinary action shall not become a part of the employee's record.
- 13.4 After three (3) years of subsequent employment following a letter of reprimand, during which no formal disciplinary action is taken, the employee may apply to the Employer to have the letter of reprimand removed.

ARTICLE 14. NOTIFICATION OF INABILITY TO REPORT TO WORK

All employees who are unable to report to work as required shall immediately notify their Department. Failure to report may result in disciplinary action unless a reasonable explanation is provided by the employee.

ARTICLE 15. NOTICE OF TERMINATION

15.1 Upon termination of employment, the Employer or the employee agrees to provide the following written notice:

Permanent Employees - one (1) month's notice
All Other Employees - one (1) week's notice

15.2 Notwithstanding the foregoing, either such notice may be waived or modified by mutual agreement between the City and the employee concerned.

ARTICLE 16. SENIORITY

16.1 Seniority is the length of continuous service within the bargaining unit and with the Employer and for the purposes of this Agreement is defined as an employee's total accumulated scheduled hours worked from date of hire.

16.2 All employees shall acquire seniority after one (1) month of continuous service.

Revised 16.3 Effective the date of signing of this Collective Agreement, temporary employees will have seniority carried over from one temporary appointment to the next if:

a) there is a break in service of two weeks or less between appointments;

or

b) the employee is hired for a permanent appointment or third temporary appointment. The breaks between appointments must not exceed twelve (12) months of each other.

Revised 16.4 Employees cannot exercise seniority rights while on probation except when an employee, not on initial probation, applies for a permanent position (except as provided in Article 17.9). Initial probation is as defined in Article 18.2. In addition, temporary employees can exercise their seniority for permanent positions only during periods of employment.

An employee occupying a temporary position shall be eligible to exercise their seniority for the purpose of applying for that same position, with the same job title within the same work unit.

16.5 Seniority shall continue to accumulate when an employee is absent for:

Sick leave

Workers' Compensation

Vacation

Parental leave

Approved paid leave of absence

Approved unpaid leave of absence to maximum of one (1) month, unless otherwise stated in this Agreement.

For assignment or temporary postings outside of the bargaining unit, the following seniority provisions will apply:

- a) if period is less than or equal to one (1) month, seniority is retained and will continue to accumulate during period of assignment or temporary posting;
- b) if period is greater than one (1) month but less than or equal to one (1) year, seniority will be retained but will not continue to accumulate during period of assignment or temporary posting; and,
- c) if period of assignment or temporary posting is for a period of greater than one (1) year, seniority may be retained with approval from C.U.P.E. Local No. 59.

16.6 Seniority shall be lost, however, if the employee:

- Resigns or retires from the service of the City or leaves the bargaining unit.
- Is terminated and is not reinstated through the Grievance Procedure in Article 12.
- Is absent without approved leave and without reasonable cause.

16.7 Part-time employees on availability list or on call-in list.

16.7.1 When an employee is removed from an availability list or a call-in list, other than a seasonal employee, they will be considered to be terminated and their seniority shall cease to accumulate.

16.7.2 A part-time employee will be removed from an availability list when one or more of the following situations occur:

16.7.2.1 employee resigns and leaves the bargaining unit;

16.7.2.2 employee fails probation;

16.7.2.3 employee's personal availability schedule, for the specified period or season, no longer meets the minimum requirements specified for a particular availability list;

16.7.2.4 employee is terminated;

16.7.2.5 employee does not accept work when initial schedule is prepared for a specified period or season; or

16.7.2.6 workload reductions, or the transfer of work from an availability list to a posted position, results in a reduction to the number of required employees on an availability list.

(1) employee with the least flexibility to fill the required hours of work specified for the particular availability list will be removed.

16.7.3 A part-time employee will be removed from a call-in list when one or more of the following situations occur:

16.7.3.1 employee resigns and leaves the bargaining unit;

16.7.3.2 employee fails probation;

16.7.3.3 employee is terminated;

16.7.3.4 there has been a break in service in excess of six (6) months.

ARTICLE 17. VACANCIES AND PROMOTIONS

17.1 Notice of Vacancies

17.1.1 Notices of vacancies for permanent continuous, part-time and new positions shall be placed on all civic Union bulletin boards for seven (7) calendar days and a copy thereof delivered to the Union. Availability and call-m lists are not positions.

17.1.1.1 For additional work reflected on an availability list, the Employer will communicate (other than through a posting) interest in supplementing the list of employees on a specified availability list.

17.1.1.2 Employees on availability lists will be required to update their personal availability on a periodic basis as specified for each list.

17.1.2 Seasonal position vacancies shall be posted prior to the beginning of each season. An eligibility list will be established from the initial posting and will be in effect for the purpose of filling seasonal vacancies which occur, after the normal recall process, during that season.

Revised 17.1.3 All temporary positions which provide an income advantage to permanent employees -- other than those temporary positions having a duration of three (3) months or less -- shall be bulletined. The duration of the temporary position shall be stated in the bulletin. The Employer will notify the Union if any unposted position reaches three (3) months.

Employees in a posted temporary position may be extended beyond the initial term, without reposting for a period of up to two (2) years. Extensions beyond two (2) years are subject to written approval from the Union. When more than one (1) temporary generic position (same position, same job title, same work unit) exists and the Employer requires an extension to one or more of the temporary generic positions (same position, same job title, same work unit), the extensions will be offered to the employees currently holding the temporary positions on the basis of seniority.

Revised 17.1.4 When the Employer creates a new position and that position is posted temporary with the possibility of becoming a permanent position, if the Employer states on the posting "this position may become permanent", the Employer shall offer the incumbent the position without posting. Should the position become permanent, the date of probation will commence when the position becomes permanent, the probationary period shall be as provided in Article 18, less credit for time served in the position before it became permanent.

17.2 Consideration shall first be given to applications submitted by employees in the three (3) C.U.P.E. locals.

17.3 Seniority in accordance with Article 16.1 shall be the determining factor in selecting the successful applicant, provided the applicant possesses the required qualifications for the position vacancy. If the vacancy is not filled as a result of the above, further consideration shall be given to other employees in the bargaining unit.

17.3.1 For the purpose of selecting a successful applicant to reside on a specified availability list, provided the applicant possesses the required qualifications for the work associated with that availability list,

greatest flexibility to till the required hours of work (as expressed in a personal availability schedule provided by the employee) will be the primary determining factor in selecting a successful candidate. In cases where personal availability is equal between two or more applicants and all applicants possess the required qualifications, seniority will be the determining factor.

- 17.4 When incumbents of senior positions give sufficient notice of intent to retire, such pending vacancy shall be bulletined three (3) months in advance of such retirement in order that the employee being promoted or transferred to the senior position may have sufficient training. An employee shall not receive an increase in pay during such training period.
- 17.5 Permanent employees temporarily promoted shall have all rights protected in their lower permanent position and continue to acquire and exercise seniority rights of the permanent position.
- 17.6 When an employee is promoted, the Union shall be notified of Management's selection at the same time as the successful applicant is advised.
- 17.7 Should an employee be promoted from one position to another carrying a higher maximum wage, such promotion shall carry the wage of:
- 17.7.1 The minimum for the new position;
- or
- 17.7.2 The wage at the time of promotion plus one (1) year's annual increment on the schedule for the new position; whichever shall be the greater.
- 17.7.3 An employee promoted during the period of renegotiation of a new Agreement, shall not revert to the minimum wage rate for the position due to any retroactivity of the Agreement.
- 17.7.4 Appointments to a bulletined position not filled by the promotion or transfer of a civic employee may be made at the next lower grade if a fully-qualified applicant is not available; such appointee to be automatically promoted on qualification.
- 17.7.5 In cases where higher qualifications than those held by serving employees are required for a promotional opportunity, consideration shall be given to a senior applicant who is in the process of acquiring the required qualification at the time the promotional opportunity arises.
- 17.7.6 An employee demoted whose pay rate prior to demotion is above the maximum established for the class into which the employee is demoting shall have that pay rate reduced to the maximum. Should the pay rate prior to demotion be below the maximum of the class into which the employee is demoting, the pay rate shall be adjusted to the nearest appropriate step in the new range.
- 17.8 All postings for C.U.P.E. Local No. 59 positions will state "This position is open to both male and female applicants".

Revised

17.9 Part-time Employees

Part-time employees may exercise seniority for vacant positions for which they have the necessary qualifications in the following manner:

- 17.9.1 if the employee has a minimum of three hundred and twenty five (325) hours accumulated work time, the employee may exercise seniority for temporary part-time, or permanent part-time positions (within the same job title, and within the same work unit only); or
- 17.9.2 if the employee has one thousand and forty (1040) hours or greater of accumulated work time, the employee may exercise seniority for any temporary or permanent position.

New 17.10 A permanent employee who is promoted, transferred **or** who voluntarily demotes to another position and is subsequently removed from that position as a result of a grievance settlement or arbitration award, shall have all rights protected in the employee's previous position. Other permanent employees displaced as a result of this placement shall have their rights protected also.

ARTICLE 18. PROBATIONARY PERIOD

- 18.1 While on probation, an employee cannot exercise seniority to claim a transfer or promotion, except as provided for in Article 16.4.
- 18.2 All new permanent, part-time and temporary employees shall be on probation for a six (6) month accumulated working period. During the probationary period, the onus for establishing suitability for continuing employment shall lie totally with the employee. The wage for new employees at appointment shall not be less than the minimum of the range.
- 18.3 Employees promoted or transferred or those who voluntarily demote to another position shall be on probation in the new position for a period of six (6) months' accumulated work time. If not considered capable within this period, or if they so request, the employee shall be returned to the position formerly held without loss of seniority. Under this clause, revisions at the request of employees shall be considered only once in a two (2) year period. Other individuals promoted or transferred as a **consequence of an original** promotion, transfer or voluntary demotion shall also be returned to their former positions.
- 18.3.1 Employees promoted or transferred to another position of the same job title and within the same work unit shall not be on probation unless their initial probation period for this job title in this work unit has not been completed. Should this initial probation period not be completed, the probation period, and time served towards that probation, is transferred to the new position.
- 18.4 For the purpose of determining the probationary period for regular employment with the Employer, the six (6) month probationary period as may be required to be served for qualifying for promotion shall also be considered as part of the probationary period for regular employment.
- 18.5 Each occasion of employment of three (3) or more months' duration shall contribute to the accumulation of six (6) months' work time required for permanency, subject to the continued availability of work and satisfactory performance of duties.

Revised 18.6 Seasonal employees shall be on probation for a period of one thousand and forty hours (1040) hours. The probationary period shall not extend beyond the third season.

ARTICLE 19. LAYOFF AND RECALL

- 19.1 The principle of "last on, first off", according to seniority shall be applied whenever a reduction in staff becomes necessary. The Union shall be consulted whenever deviation from the principle "last on, first off" is considered necessary to the Employer in order to maintain the balance of efficiency of work force.

- 19.2 For the purpose of layoff, recall and position abolition, except seasonal layoffs and recalls, seniority shall be defined in accordance with Article 16.1.
- 19.3 In the case of temporary layoffs other than seasonal layoffs, the Employer will make every effort to place laid off employees into vacant positions for which they are qualified, at the same or lower classification and/or pay grade.
- 19.4 In the case of position abolition, an employee who is in a posted position other than a temporary, providing the employee possesses the required qualifications may elect the following. Once options have been established, the employee will have seventy-two (72) hours to make an election.
 - 19.4.1 To be placed in a vacant position without posting at the same annual salary level or lower annual salary level. Where deemed by the parties that exceptions are to be considered, the Employer and the Union will agree on exceptions in order to minimise disruptions.
 - 19.4.2 To exercise “bumping” in order as follows:
 - First: within own classification and/or pay grade
 - 1st- a temporary employee in a permanent position
 - 2nd - a permanent employee on probation with the least seniority
 - 3rd - a permanent employee with the least seniority, then the next with least seniority, and so on.
 - Second: within lower classification level(s) and pay grade(s), level by level
 - 19.4.3 Upon mutual agreement between the parties the employee can be considered as on layoff and placed in a vacant temporary position until such time that Article 19.8 can be applied.
 - 19.4.4 An employee may go on layoff and apply the provision of Article 19.8 as positions become vacant.
 - 19.4.5 Notwithstanding Article 19.4, a part-time employee may apply the above procedure only in respect of other employees in posted part-time, or temporary positions.
 - 19.4.6 Notwithstanding Article 19.4, a seasonal employee may apply the above procedure only in respect of other employees in posted seasonal and temporary positions.
- 19.5 An employee who is bumped shall immediately have access to the provisions of Article 19.4 as if the employee’s position had been abolished.

Revised 19.6 If an employee is to be laid off or the position is to be abolished, the employee will be given as much written notice as possible and as required by law, but in no case less than one (1) month, with a copy to the Union. If notice is not given as required, employees will receive pay in lieu, prorated.

Revised 19.7 Employees who are placed in other positions as a result of the foregoing procedure will be placed in the new range at an incremental rate which is closest but not above their present rate.

19.8 When the Employer is engaging additional employees, the most senior permanent employees last laid off shall, if qualified, be the first to be recalled.

19.9 Should an employee not respond within fourteen (14) days after notification of recall to work, such employee shall be deemed to have terminated employment with the City.

19.10 In the case of an involuntary demotion, an employee may “bump” an employee of lesser seniority, at a lower level, providing the employee possesses the required qualifications for the lower position.

19.11 Seasonal Employees

19.11.1 Employees will be retained in order of seniority according to seniority lists provided they have the required qualifications for the work which is available. The Union shall be consulted whenever deviation from the above stated principles is considered necessary by the Employer. When special projects requiring specific skills are in progress during the fall layoff period, employees working on these projects shall not be laid off based on seniority if the project is to conclude within the very near future.

19.11.2 Employees will be recalled to work in order of seniority, according to area seniority lists, provided they have the required qualifications for the work which is available. Notice of recall will be sent by registered mail to the last known address of the employee. The Union will receive a copy of the letter and a list of the employees to whom the letter was sent.

Revised

Should any employee fail to report for duty on the recall date, they will be deemed to have terminated employment with the City.

19.11.3 For the purpose of layoff and recall, seniority shall be defined as the length of accumulated service an employee has and will be applied in accordance with the following **area seniority** lists:

Infrastructure Services Department

Facilities Branch:

- Facilities Services Section

Parks Branch:

- Turf Management, Horticulture Maintenance, Pest Management, Landscape Construction, Irrigation
- Cemetery, Urban Forestry, Greenhouse

Community Services Department

Leisure Services Branch:

- Forestry Farm Park Zoo
- Golf Courses
- Aquatic Facilities
- All other areas (Leisure Services Branch)

All other areas of the Community Services Department and all Other Departments, Boards and Commissions

19.11.4 Area List Seniority

Revised

19.11.4.1 Both layoff and recall, and equipment operator assignment, shall be based only on seniority earned on the applicable area seniority list;

19.11.4.2 Article 17.1.2 shall continue to apply;

19.11.4.3 Seniority earned on any area seniority list is transferable and applicable from one area seniority list to another area seniority list; and,

New 19.11.4.4 A permanent continuous employee who elects, under Article 19.4, to be placed or to exercise “bumping” into a Permanent Seasonal Position, will be considered to have earned seniority on the applicable area seniority list, under Article 19.11.4, in the amount of the employee’s overall seniority.

19.12 Temporary Employees

The provisions of this Article do not apply to temporary employees and to those permanent employees who are only on an availability list or a call-in list.

ARTICLE 20. CLASSIFICATION REVIEW

- 20.1 All reclassifications, or the creation of new positions of a nature not already classified in this Agreement, shall be the subject of prior negotiation and agreement by the parties hereto.
- 20.2 If agreement cannot be reached on the wage, the dispute shall be submitted to arbitration in accordance with the arbitration procedure as outlined in Article 12 of this Agreement.
- 20.3 For the term of this Agreement, and subject to mutual agreement thereafter, the Letter of Understanding regarding new or reclassified positions shall apply. (As attached.)

ARTICLE 21. PICKET LINES

The City of Saskatoon policy as set out in a letter dated March 3, 1970 from the City Commissioner regarding picket lines will be recognized.

ARTICLE 22. HOURS OF WORK

22.1 THE MODIFIED REARRANGED WORK WEEK WILL BE EXTENDED UNTIL DECEMBER 31, 2000. WHERE CONTRADICTIONS EXIST BETWEEN ARTICLES 22 AND 23 AND THE MEMORANDUM OF AGREEMENT, THE MEMORANDUM OF AGREEMENT WILL APPLY.

22.2 City Hall

Subject to the detailed provisions of the salary schedules for all employees covered by this Agreement, the hours of work shall be 8:10 a.m. to 4:30 p.m. with one (1) hour for lunch, excluding janitorial and caretaking staff

22.2.1 The normal hours of work for janitorial and caretaking staff shall be 4:00 p.m, to 12:00 midnight, Monday to Friday.

22.3 Infrastructure Services Department - Parks and Facilities Branch

- 22.3.1 The normal hours of work for employees shall be eight (8) hours per day, five (5) days per week, days off to be consecutive. (8:00 a.m. to 12:00 noon and 12:30 p.m. to 4:30 p.m. - except office staff.)
- 22.3.2 From the first Monday following May 15 to the Friday prior to October 15 of each year, the normal daily hours of work (other than office staff and two (2) cemetery employees) shall be from **7:30 a.m. to 12:00 noon** and from 12:30 p.m. to 4:00 p.m.
- 22.3.3 The two (2) cemetery employees referred to above will commence and cease work one (1) hour later than their regular shift as and when required. One day's notice of change of hours to be given when notified that timing of funerals require such adjustment.
- 22.3.4 Full-time Building Operators and Custodians shall work forty (40) hours per week with two (2) consecutive days off, Employees shall be given twenty-four (24) hours' notice of shift change; otherwise, such employees shall be paid overtime rates for all hours worked within the notice period.

Building Custodians at City Hall shall continue to be governed by Article 22.2.1.

Building Operators II shall be scheduled on a shift Monday to Friday and shall work forty (40) hours per week between the hours of 7:00 a.m. and 4:00 p.m.

22.4 Community Services Department - Leisure Services and Community Support Branches

- 22.4.1 Hours of work for employees-except clerical and stenographic - employees employed in the Community Services Department - Leisure Services and Community Support Services Branches, but including Golf Course employees--shall be on the basis of a five (5) day, forty (40) hour week, with two (2) consecutive days off (wherever possible, one (1) of these to be a Sunday). A work schedule covering one (1) month shall be posted not later than the twenty-eighth (28th) day of the preceding month.
- 22.4.2 From the first Monday in June to the last Friday in September of each year, all employees except those employed in the ball parks, youth centres, indoor rinks, swimming pools and recreation units, shall start work at their usual time and receive one-half (1/2) hour for lunch with the normal work day to remain at eight (8) hours.

22.5 Saskatoon Police Services

- 22.5.1 Except as specifically provided for below, hours of work for clerical employees shall be thirty-six and two-thirds (36 2/3) hours per week on a five (5) day week. Days off to be so arranged as to provide service on Saturdays and Sundays. Each employee to have two (2) consecutive days off per week.
- 22.5.2 Hours of work for CPIC Operators shall be in accordance with a rotating schedule from 8:00 a.m. to 4:00 p.m., or 4:00 p.m. to midnight, or midnight to 8:00 a.m.
- 22.5.3 Except as provided in Article 22.5.4 below, hours of work for staff of the Central Registry Section who are involved in the transcription of Occurrences and Investigation Reports shall be in accordance with a rotating schedule.

Renumbered 22.5.4 Hours of work for Mechanic's Helper to be 1:00 p.m. to 10:00 p.m., five (5) days per week. Days off to be consecutive.

22.6 Centennial Auditorium

22.6.1 Office Staff employees, as provided for in Article 22.2.

Revised 22.6.2 Utilityperson
Building Operator III

The normal hours of work for the above two (2) classifications shall be eight (8) hours per day, five (5) days, forty (40) hours per week, days off to be consecutive.

Revised 22.6.3 Box Office Supervisor

Normal hours of work shall be eight (8) hours per day, five (5) days per week, days off to be consecutive to the greatest extent possible.

A work schedule covering one (1) calendar week shall be posted not later than Monday of the preceding week. Any departure from the posted schedule shall require payment of double time (2X) for the work performed on the scheduled day or days off.

Revised 22.6.4 Part-Time Centennial Auditorium Employees

A work schedule shall be posted one (1) week in advance for the following month. The schedule is subject to change and is not a guarantee of work.

22.7 Mendel Art Gallery

22.7.1 Present employees hired by the Mendel Art Gallery prior to October 1, 1976, will remain on hours of work in effect prior to October 1, 1976.

22.7.2 Employees employed after October 1, 1976, shall work the following:

Clerical - 36 2/3 hours weekly - 5-day work week.

Maintenance - 40 hours weekly - 5-day work week.

Sales Clerk - 40 hours weekly - 5-day work week.

22.8 Saskatoon Public Library (Maintenance Staff)

The maintenance staff shall work a five (5) day, forty (40) hour work week.

22.9 Part-Time Employees

The hours of work for part-time employees will be operationally determined.

22.10 "Hours of work" shall be governed by the laws of the Province of Saskatchewan and regulations thereunder.

- 22.11 Where there is agreement between the Department Head and the employee, commencement or end of shift for the above may vary up to two (2) hours for start and end times. Where further variation is required and the employee and Department Head are in agreement, a Letter of Understanding shall be approved by two (2) of the C.U.P.E. Local No. 59 Table Officers.
- 22.12 If a posted schedule for a posted position must be changed, for reasons unforeseen by Management, affected employees must be notified twenty-four (24) hours prior to the change; otherwise, such employees shall be paid overtime rates for all hours worked within the notice period.

ARTICLE 23. OVERTIME

- 23.1 Employees required to continue working after completing their regular schedule of hours in any one day, shall be paid at the rate of double time (2X).
- 23.2 Employees who are required to work on their weekly days of rest shall be paid a minimum of two (2) hours at double time (2X) or time worked at double time (2X) - whichever is the greater.
- 23.3 In the absence of an emergency, an employee who demonstrates reasonable personal need shall not be required to work overtime.
- 23.4 Equipment Operators
- When a machine is required for overtime work, the regular operator of the machine shall receive first call, except in cases of extreme emergency unforeseen by Management or when the regular operator is absent on approved leave.
- 23.5 It is agreed that the Union will be provided with a monthly list of overtime worked by members of Local No. 59.
- 23.6 An employee may take time off in lieu of payment of overtime, at overtime rates provided such arrangement has received prior approval and agreement of the Department Head or designate - such approval will not be unreasonably withheld. The scheduling of such time off shall be by mutual agreement. Overtime is not generally carried over from one calendar year to the next.
- 23.7 Part-Time Employees
- Part-time employees shall be paid overtime rates for hours worked in excess of eight (8) hours per day or forty (40) hours per week. For clerical positions overtime shall be paid for hours worked in excess of seven and one-third (7 1/3) hours per day or thirty-six and two-thirds (36 2/3) hours per week.

ARTICLE 24. PAYMENT OF WAGES

- 24.1 Employees engaged on a monthly basis shall be paid on the fifteenth (15th) and the last day of each and every month during their employment. Should any of the above-mentioned dates fall on a Public or Special Holiday as herein set forth or on a Sunday or a closed banking day, the date of the payment shall be the date previous to the said Public or Special Holiday or closed banking day or Sunday.

24.2 Employees receiving hourly wages shall be paid on the seventh (7th) and twenty-second (22nd) days of each and every month during their employment. Should any of the above-mentioned dates fall on a Public or Special Holiday as elsewhere defined in this Agreement, or on a Sunday or a closed banking day, the date of the payment shall be the date previous to the said Public or Special Holiday or closed banking day.

24.3 For the purpose of reducing the monthly wage of an employee to an hourly wage, for the purpose of deducting pay for time off without pay, sick time off when sick credits are exhausted, or for any other reason (other than overtime), the following formula shall be used:

Number of hours off without pay x employee's hourly rate
Overtime: Number of hours x employee's hourly rate x 2

24.4 An employee who is appointed to a position, or terminates employment with the City, shall receive a full half (1/2) month's wage if the employee works all the available working days within a pay period.

24.5 Where an employee's hourly rate is the subject of continuing change, an average rate shall be determined when making sick leave and annual leave payments as may be necessary. (See Article 24.10)

Reorg

24.6 The rates of pay assigned to the various classes of work in Infrastructure Services Department (Parks Branch) or Community Services Department (Leisure Services Branch) shall be paid whenever an employee is performing the duties assigned to such class of employment. Subject to having the required qualifications for the operation of equipment, seniority shall be the determining factor in the appointment of employees to equipment operator classifications in the Infrastructure Services Department (Parks Branch) or Community Services Department (Leisure Services Branch). Specifically the initial assignment of equipment to employees, at the beginning of each work season, will be based on the respective area seniority list. Subsequent and/or temporary assignments during the work season shall be based on seniority in the respective individual zone or program.

Reorg

24.7 When it is necessary to engage a new employee with experience in the particular class of work because no one in the service is available for promotion or transfer, the starting wage may be fixed by the General Manager of Corporate Services or the Head of any Department administered by an outside Board.

Reorg

24.8 Under exceptional circumstances an employee's wage increment may be advanced beyond the negotiated yearly increases upon the written recommendation of the Department Head and with the approval of the General Manager of Corporate Services or Head of any Department administered by an outside Board.

24.9 The job classification of an employee while on holidays or sick leave is deemed to be that which the employee otherwise would have if not on holidays or sick leave.

24.10 On reclassification, an employee shall be placed at a point in the new wage schedule commensurate with the time actually spent in the reclassified position,

24.11 Part-time Employees

Part-time employees shall receive the rate of pay for the classification in which they are working, and when required to temporarily perform the duties of a lower paying classification, shall maintain their regular rates. The specific rates of pay are outlined in the wage schedules.

ARTICLE 25. ANNUAL INCREMENTS

- 25.1 Annual increments shall be received in accordance with the provisions of the wage schedules. Increments shall be effective as follows: Appointments or promotions (where a promotion changes an employee's anniversary date) made from the twenty-third (23rd) to the seventh (7th) of a month to be effective the first (1st) of the month, and made from the eighth (8th) to the twenty-second (22nd) of the month, effective the sixteenth (16th) of the month.
- 25.2 Should an employee be temporarily promoted to a higher position and is subsequently appointed to the position, then providing there is no break between the temporary promotion and the appointment, the anniversary date for increments shall be the date of the temporary promotion, subject to Article 25.1 above.
- 25.3 Time spent in any category in the Community Services Department (Leisure Services Branch) will count toward increments in the Infrastructure Services Department (Parks Branch) Labourer category.
- 25.4 Time spent in any category in the Infrastructure Services Department (Parks Branch) will count toward increments in Labourer or associated categories in the Community Services Department (Leisure Services Branch).
- 25.5 Part-Time Employees

Annual increments shall be earned on the basis of an employee's total accumulated scheduled hours worked and in accordance with the wage schedules.

ARTICLE 26. SHIFT DIFFERENTIAL

- 26.1 A shift employee is defined as an employee who is required to work on shift on a temporary or permanent basis.
- 26.2 Shift work shall normally cover twenty-four (24) hours per day on the following basis:
- | | |
|---------------|-----------------------------|
| Day Shift | 8:00 a.m. to 4:00 p.m. |
| Evening Shift | 4:00 p.m. to 12:00 midnight |
| Night Shift | 12:00 midnight to 8:00 a.m. |
- 26.3 In addition to the regular wage and salary rates provided for elsewhere in this Agreement, a shift differential of sixty cents (\$.60) per hour shall be paid to any employee, four (4) or more of whose hours of work fall within either the evening shift (4:00 p.m. to 12:00 midnight) or the night shift (12:00 midnight to 8:00 a.m.), it being understood that, should four (4) or more of the employee's work hours fall within the evening or night shift hours specified above, the employee is to be paid shift differential for the full period of the shift.
- Revised Effective February 9, 1999, in addition to the regular wage and salary rates provided for elsewhere in this Agreement, a shift differential of seventy-five cents (\$.75) per hour shall be paid to any employee, four (4) or more of whose hours of work fall within either the evening shift (4:00 p.m. to 12:00 midnight) or the night shift (12:00 midnight to 8:00 a.m.), it being understood that, should four (4) or more of the employee's work hours fall within the evening or night shift hours specified above, the employee is to be paid shift differential for the full period of the shift.
- Revised 26.4 Notwithstanding the provisions of Article 26.3 above, shift differential shall not be payable when bonus pay is payable in respect to work in excess of normal hours of work or on a day off

26.5 When a shift employee is working a regular evening or night shift on a Public Holiday, shift differential shall be paid in addition to the premium pay for working on the holiday.

Revised 26.6 Shift differential shall not form part of the basic wage rate and shall not be payable in respect of annual vacation, sick pay, Workers' Compensation or pay in lieu of Public Holidays falling on days off.

26.7 Shift differential shall not apply to part-time employees on call-in lists.

ARTICLE 27. STAND-BY, CALLBACK AND REPORTING TO WORK

27.1 Employees who are specifically designated to stand-by will receive one (1) hour's pay at their regular rate for each eight (8) hour period or portion thereof. Should an employee who is on stand-by be called out and fail to report, the stand-by premium will not be paid.

27.2 An employee recalled to work after having completed a regular schedule shall be paid a minimum of two (2) hours at double time (2X), or time worked at double time (2X), whichever is greater.

27.3 Part-Time Employees (Reporting to Work)

27.3.1 Subject to Article 27.3.2, whenever employees are required to report to work they shall receive a minimum of three (3) hours' pay at their regular rate.

Revised 27.3.2 (1) Until February 8, 1999, Child Care Workers, Games Room Supervisors, Gymnasium Supervisors, and employees of municipal pools shall receive fifteen dollars (\$15.00) for reporting to work or payment for straight time hours worked, whichever is greater.

Revised (2) Effective February 9, 1999, replace Article 27.3.2 (1) with the following: Activity Leaders and Lifeguards shall receive three (3) hours pay at minimum wage rate for reporting to work or payment for straight time hours worked, whichever is greater.

(3) Effective February 9, 1999, Child Care Workers will be covered by Article 27.3.1

ARTICLE 28. SUPERIOR DUTY PAY

28.1 When an employee is required to replace and perform substantially the duties of a higher-paid employee for a period of three (3) consecutive days or more, the employee shall receive the minimum step of a higher-paid position or a rate of pay equivalent to one (1) step higher than the present rate of pay - whichever is greater - for the entire period. When there is more than one (1) qualified employee, seniority is to apply.

New 28.2 "Additional Responsibility" is defined as the assignment of a task or tasks which is not reasonably considered to be within the employee's current scope of responsibilities and which does not conform to the definition of Superior Duty Pay. Effective October 16, 1998, an employee within the same work unit and same location shall receive a minimum of fifty cents (\$.50) per hour for the assignment, or may receive an additional five percent (5%) on the employee's hourly rate for the assignment, depending on the complexity.

Where there are more than forty (40) hours in the assignment, and there is more than one (1) qualified employee, seniority within the same work unit and location shall apply unless otherwise agreed by the parties.”

ARTICLE 29. LEAD HAND

A Lead Hand shall be an employee who, as well as working with, directs and supervises the work of four (4) or more other employees and shall be paid an additional fifty cents (\$.50) per hour.

ARTICLE 30. PUBLIC HOLIDAYS

30.1 Public Holiday means any of the following days: New Year’s Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Saskatchewan Day (first Monday in August), Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any day or part of a day proclaimed a Civic Holiday.

30.2 When any of the foregoing holidays fall on a Saturday or Sunday, it shall be observed on the following Monday. If Christmas Day or Boxing Day fall on a Saturday and Sunday, then they shall be observed on the following Monday and Tuesday.

30.3 For full-time employees, when a Public Holiday falls on an employee’s regular day off or part of a day off, an extra day’s pay shall be received in lieu of such holiday. When such pay in lieu is given, the payment shall be deemed to include compliance with the provisions of **The Labour Standards Act (1995)** which requires that hours of work in excess of thirty-two (32) hours in a week in which a Public Holiday occurs, shall be paid for at time and one-half (1 1/2x). The foregoing shall not apply where an alternative Public Holiday is declared (i.e. where Christmas falls on a Sunday and Monday is declared a legal holiday).

Revised 30.4 Employees required to work on Public or Proclaimed Holidays shall be paid at the regular rate plus double time (2X) for all hours worked, except as provided in Article 30.5 below.

Revised 30.5 An employee who is employed on a continuous year-round basis, may elect to take equivalent time off in lieu of the pay bonus provided for in Article 30.4 above, and may accumulate such bonus time to a maximum of five (5) days. The period of taking such elected time off shall be as mutually agreed upon between the Head of the Department concerned and the employee.

30.6 Subject to operating requirements, when a Public Holiday falls on an employee’s scheduled day off, the employee may elect to take equivalent time off without pay at a mutually agreeable time, but within sixty (60) days of occurrence.

30.7 Part-Time Employees

30.7.1 Holiday pay is calculated as $W / 20$

where W is the total of the wages earned by the employee during the four weeks immediately preceding the public holiday, exclusive of overtime.

30.7.2 Employees on an availability list or a call-in list required to work on a Public Holiday shall be paid for the hours worked on the holiday at two and one-half time (**2 1/2X**). This amount includes the premium rate and a regular day’s pay.

ARTICLE 31. VACATIONS31.1 Vacation Entitlement

31.1.1 Employees shall, after twelve (12) months' accumulated service, be entitled to vacation at the rate of three (3) weeks' vacation per year.

31.1.2 After eight (8) years' accumulated service, be entitled to four (4) weeks' vacation per year.

31.1.3 After sixteen (16) years' accumulated service, be entitled to five (5) weeks' vacation per year,

31.1.4 After twenty-four (24) years' accumulated service, be entitled to six (6) weeks' vacation per year.

31.2 Vacation Pay

31.2.1 Employees having a vacation entitlement shall be paid at their regular rate of pay at the time of taking their vacation, or 3/52's, 4/52's, 5/52's or 6/52's of their gross earnings, as applicable, whichever is greater.

31.2.2 (1) Temporary, Seasonal and those part-time employees who are on availability or call-in lists earn vacation credits in accordance with Article 3 1.1 above and shall be paid 3/52's, 4/52's, 5/52's or 6/52's of gross earnings, as applicable, on each pay period; or,

(2) Temporary employees (whose term exceeds three (3) months) have the option of having the Employer withhold their vacation pay in order to take paid vacation, provided the Employer agrees to the vacation period to be taken (subject to Article 3 1.3). Once an employee has exercised the option of having vacation pay withheld, there is no reversion to payment for vacation pay.

31.3 Vacations shall be arranged between employees and the Head of the Department on or before April 1 of each year. Subject to the continuity of essential services, vacations shall be arranged as far as possible to suit the convenience of the employee in accordance to seniority within C.U.P.E. Local No. 59.

31.4 The vacation year shall be deemed to operate from April 1 to March 31 the following year.

31.4.1 Employees appointed **on** or after April 1, 1958, shall have their current vacation entitlement calculated on the basis of the number of months' employment prior to April 1 each year. (All employees appointed on or after April 1, 1958, will thus have their anniversary date for vacation purposes adjusted to April 1). For the purpose of applying the provisions of Article 3 1.1 above, years of service shall be deemed to apply from the April 1 date following date of appointment.

Effective July 1, 1995, the employee's anniversary date will be used for the purpose of establishing vacation entitlement in Article 3 1.1.

31.5 All pay for the period of earned vacation, if requested by the employee at least one (1) week in advance of the vacation period, shall be payable in advance.

31.6 An employee covered by this Agreement, leaving the service at any time during the vacation year prior to taking vacation, shall be entitled to a proportionate payment of wages in lieu of such vacation.

New

- 31.7 All employees shall be allowed one (1) additional day of vacation with pay for any Public Holiday which falls in their period of vacation.
- 31.8 At the discretion of the Head of the Department, one (1) week of vacation credit may be divided.
- 31.9 Notwithstanding the foregoing provisions, an employee on Workers' Compensation or sick leave shall not continue to accumulate vacation credits beyond a period of six (6) months' absence.
- 31.10 After completion of two (2) years' service subsequent to the April 1 date following the actual date of appointment, employees may accumulate up to two (2) years' vacation credits, subject to the permission of the Head of the Department, whose decision shall be final and not subject to appeal.
- 31.11 An employee experiencing serious illness or injury immediately prior to their annual vacation shall be entitled to a deferred vacation, provided that the illness or injury is documented by a physician. Such deferred vacation shall be taken at the discretion of the Department Head.
- Reorg 31.12 In the event of illness, or injury of a serious nature, occurring during an employee's vacation, the employee may - at the sole discretion of the City Manager, whose decision shall be final and not subject to appeal - be allowed a deferred vacation equal to the time lost through such serious illness or injury during the vacation period. Vacation thus deferred shall be charged to sick pay credits which the employee may have.
- 31.13 Vacation pay shall be at the rate effective immediately prior to the vacation period. Any increase due during the vacation period shall apply from its effective date.
- 31.14 Infrastructure Services Department (Parks Branch) seasonal Supervisor and seasonal Assistant Supervisor shall qualify for five (5) days leave of absence without pay and may exercise this option upon recall of each season.

ARTICLE 32. SICK LEAVE

32.1 Accumulation of Sick Leave Credits

- 32.1.1 All permanent full-time and seasonal employees shall accumulate sick leave credits at the rate of one and one-quarter (1%) working days per month during their first ten (10) years of service from last date of hire, and shall accumulate sick leave credits at the rate of one and one-half (1%) working days per month thereafter.
- 32.1.2 Part-time employees, while in a posted position or in a temporary position of less than three (3) months duration, shall earn and accumulate sick leave credits on the basis of the following formula:
- $$\text{Regular Hours Worked} \times .0577 = \text{Earned Hours of Sick Leave Credits.}$$
- 32.1.3 Temporary full-time employees shall accumulate sick leave credits at the rate of one and one-quarter (1 1/4) working days per month.
- 32.1.4 An employee's total unused accumulation of sick leave credits shall not exceed one hundred and ninety-four (194) working days.

- 32.1.5 Part-time employees who are only on an availability list or a call-in list shall not accumulate sick leave credits.

32.2 Use of Accumulated Sick Leave Credits

- 32.2.1 Permanent full-time and part-time employees, while in a posted position or in a temporary position of less than three (3) months, shall be entitled to payment for absence from work due to illness, to the extent of their accumulated credits, after three (3) months of employment.

Reorg

- 32.2.2 Temporary and seasonal employees shall be entitled to payment for absence from work due to illness, to the extent of their accumulated sick leave credits, after six (6) months of accumulated work time, provided they are not on layoff and have had no break in service in excess of six (6) months, (nine (9) months for seasonal employees). A break in service may be extended at the discretion of the General Manager of Corporate Services, whose decision on the matter shall be final and not subject to appeal.

- 32.2.3 Absences due to illness shall first be charged against the current year's accumulation. Absences in excess of the current year's accumulation shall be charged to the employee's sick leave credit standing at the start of the year.

- 32.2.4 When an employee reports sick during a regular work day, deduction for sick leave on that day shall be calculated as follows:

32.2.4.1 No deduction if the employee has completed three-quarters (3/4) of the regular working hours.

32.2.4.2 One-half (1/2) day if the employee has completed one-quarter (1/4) but less than three-quarters (3/4) of the regular working hours.

32.2.4.3 One (1) day if the employee has completed less than one-quarter (1/4) of the regular working hours.

- 32.2.5 The City's obligation for sick pay and accumulation of sick leave credits shall cease on the resignation, retirement or termination of an employee.

32.3 Accumulation and Use of Sick Leave Credits under Special Circumstances

- 32.3.1 Employees on layoff shall retain their accumulated sick leave credits until recalled, however, no credits shall be earned or used during the period of layoff. Employees who are laid off and not recalled within a period of eighteen (18) months shall lose their accumulated sick leave credits.

- 32.3.2 Employees absent on approved and paid educational leave shall continue to accumulate sick leave credits during the period of absence on such leave. However, employees shall not be entitled to any sick pay during the period of such educational leave.

- 32.3.3 Sick leave may be used for time off from work to participate in a formal recognized alcohol rehabilitation program.
- 32.3.4 An employee on Workers' Compensation or sick leave shall not continue to accumulate sick leave credits beyond a period of absence of six (6) months.
- 32.3.5 No charge shall be made against an employee's sick leave credit for any Public Holiday which may occur during an employee's absence on sick leave.
- 32.3.6 If an order of the Medical Health Officer requires an employee to remain at home due to a quarantinable illness of a member of the employee's family, the employee is to be paid for the time lost at the regular rate of pay, and such absence shall not be charged to the employee's sick leave credits. The foregoing is conditional upon all members of the employee's family having taken advantage of all free vaccination and immunization services supplied by the Saskatoon District Health - Community Health Unit.

New

32.3.7 Federal Employment Insurance Reduction and Rebate

- 32.3.7.1 Effective July 1, 1998, the following shall replace Article 32.2.5 and 32.3.1. In the event that the Federal Employment Insurance Plan (E.I.) does not grant the Employer a premium reduction under the E.I. Premium Reduction Program, then Article 32.2.5 and 32.3.1 Sick Leave shall apply forthwith and Article 32.3.7 shall cease to apply. Eligibility for benefits under Article 32.2.2 does not preclude eligibility for benefits under Article 32.3.7.
- 32.3.7.2 Where an employee is disabled prior to notice of a layoff or termination, benefits are payable until the earliest of:
- the period of disability, or
 - the exhaustion of accumulated sick leave credits, or
 - the end of seventy-five (75) work days, or
 - the employee's retirement, or
 - the date of separation for any reason **other** than illness or injury where notice of separation was given before the onset of the illness or injury.
- 32.3.7.3 Where the employee continues to be disabled after layoff or termination, the City and the Union shall pay jointly such sick leave claims in the ratio of seven-twelfths (7/12) by the City and five-twelfths (5/12) by the Union until a sum equivalent to the total reduction of EI premiums with respect to the Union under the EI Premium Reduction Program of record for the preceding calendar year has been expended. Thereafter the City and the Union shall pay jointly such sick leave claim in an equal ratio.
- 32.3.7.4 The City's obligation for accumulation of sick leave credits shall cease on the resignation, retirement or termination of an employee.

32.3.7.5 Accumulation of Sick Leave Credits Under Special Circumstances

Employees on layoff shall retain their accumulated sick leave credits until recalled, however, no credits shall be earned during the period of layoff. Employees who are laid off and not recalled within a period of eighteen (18) months shall lose their accumulated sick leave credits.

32.4 Medical Certificates

32.4.1 Heads of Departments, at their discretion, may require an employee to produce a medical certificate signed by a duly qualified medical practitioner after the first three (3) days' absence on sick leave.

32.4.2 Notwithstanding Article 32.4.1, Heads of Departments, at their discretion, may require an employee to obtain a medical certificate signed by a qualified medical practitioner for any absence due to illness where the Employer deems there is cause for concern.

32.5 Notification of Illness

Every employee who is absent due to illness shall notify the Department Head or designate without delay. Failure to do so, without an acceptable explanation, may deprive the employee from such benefits as would normally have accrued prior to the time due notice is received by the department. On return to work, every employee shall complete a Sick Leave Application Form.

32.6 Sick Leave Bank

32.6.1 A jointly administered Sick Leave Bank is established, with each employee contributing one (1) sick day credit annually to the "Bank"--such day to be matched by the Employer. The terms of reference and criteria for administration of the "Bank" to be determined by the joint committee. It is further agreed that the employee's one (1) day contribution to the "Bank" shall constitute a first charge against the employee's annual sick leave entitlement.

32.6.2 Employees must complete twelve (12) months of accumulated work time to be eligible for credits from the Sick Bank.

32.6.3 Part-time employees who are on an availability list or a call-in list, and temporary employees are not entitled to Sick Bank provisions.

ARTICLE 33. PARENTAL LEAVE

33.1 Maternity/Adoption Leave

33.1.1 An employee who has completed at least twenty (20) weeks in fifty-two (52) weeks of employment with the Employer immediately preceding the day on which the requested leave is to commence, and who provides her Department Head with a medical certificate from a qualified medical practitioner certifying that she is pregnant and specifying the estimated date of birth, or submits proof of the adoption of a child, shall be entitled, upon written application, to maternity leave without pay. The request for maternity leave, indicating the date on which she wishes to commence the leave, together with the required medical certificate, must be submitted not later than four (4) weeks prior to the date on which she wishes to commence leave. The maximum leave to be granted

is twenty-six (26) weeks and may be apportioned in any combination prior to and after the date of confinement.

- 33.1.2 All maternity and adoption leave shall continue for an agreed period of a maximum of twenty-six (26) weeks. Employees shall give a minimum of fourteen (14) days' notice of their intent to return to work. Where the employee and the Department Head concerned agree that the portion of the leave following the actual date of birth, **or** adoption, should be less than six (6) weeks, then the Employer may permit the employee to resume her employment at the time agreed provided that at or before the time the employee resumes her employment, she provides her Employer with a certificate from a qualified medical practitioner, certifying that resumption of employment at the time so agreed will not endanger the health of the employee.
- 33.1.3 Should an employee not return to work within twenty-six (26) weeks after commencement of the leave, she shall be deemed to have terminated her employment with the Employer.
- 33.1.4 Where the pregnancy of an employee would reasonably interfere with the performance of the employee's duties, the Employer may require the employee to take a maximum of three (3) months' leave prior to the estimated date of birth. The onus for establishing that the pregnancy would reasonably interfere with duties shall lie with the Employer.
- 33.1.5 Notwithstanding anything contained elsewhere in this Agreement, an employee on maternity or adoption leave shall not accumulate either sick or vacation credits during the period of maternity or adoption leave, nor shall she be entitled to pay for sick leave or any Public or Special Holiday that may occur during a period of maternity or adoption leave.
- 33.1.6 Employees returning from maternity or adoption leave shall return to their former position and be paid at the same step of the same wage range as in effect at the time of proceeding on said leave, and with no loss of benefits accrued to the commencement of the maternity or adoption leave.

Employees on maternity leave shall continue to earn seniority while on such leave to a maximum credit of twenty-six (26) weeks.

- 33.1.7 Upon request an employee may be granted an additional leave of absence without pay. Total leave of absence, including the twenty-six (26) weeks set out above, shall not exceed fifty-two (52) weeks.

The parties hereto acknowledge that individual circumstances may justify a variance of the time limits as set out above.

New

- 33.1.8 Effective January 1, 1999, all employees except temporary employees and employees on an availability list or call-in list shall be eligible for this benefit, provided she has at least six (6) months' service and is on maternity leave in the course of her employment and is eligible for Employment Insurance benefits pursuant to ***The Employment Insurance Act (Canada)***:
 - 33.1.8.1 The Employer shall pay ninety-five percent (95%) of the employee's regular salary for the first two (2) week period.
 - 33.1.8.2 The Employer shall pay the difference between the Employment Insurance benefits and ninety-five percent (95%) of the employee's regular salary for thirteen (13) additional weeks.

33.1.8.3 Any permanent or seasonal employee who works less than full time shall receive this benefit on a pro-rated basis.

33.1.8.4 Seasonal employees shall only receive this benefit for the duration of their season.

Revised 33.2 Parental Leave

33.2.1 An employee who has completed at least twenty (20) weeks in fifty-two (52) weeks of employment with the City immediately preceding the day on which the requested leave is to commence shall be entitled, upon written application, to parental leave without pay.

The request for parental leave, indicating the date on which the employee wishes to commence the leave, must be submitted no later than four (4) weeks prior to the date of the leave. The maximum leave to be granted is twelve (12) consecutive weeks to be taken during the month before or eight (8) months following the estimated birth or the day on which the child comes into the employee's care.

32.2.2 An employee who takes maternity leave or adoption leave and parental leave must take the two leaves consecutively.

ARTICLE 34. COMPASSIONATE LEAVE

- 34.1 Compassionate leave with pay shall be granted for one (1) day, two (2) days, or three (3) days as may be necessary, where employees, other than part-time employees who are on an availability list or a call-in list, suffer a death of, and/or attend to, a member of their immediate family who is terminally ill. Such paid leave shall be cumulative in all cases and shall not exceed a total of three (3) days in respect of the illness and/or death of an immediate family member.
- 34.2 For the purposes of this Article, immediate family member means: husband, wife, brother, sister, father, mother, son and daughter.
- 34.3 Compassionate leave as described in Article 34.1 shall also be granted where employees, suffer a death of some other relative or person with whom they have experienced a very close relationship ordinarily ascribed to that of an immediate member of the family.
- 34.4 One (1) additional day may be granted, if required, where out-of-province travel is necessary.

ARTICLE 35. LEAVE OF ABSENCE WITHOUT PAY AND VOTING LEAVE

- 35.1 Leave of absence without pay, not in excess of five (5) working days, shall be granted by the Head of the Department to any employee desiring such leave, provided reasonable notice is given to the Head of the Department and the operations of the department permit. Granting of leave of absence beyond five (5) days shall be at the discretion of the General Manager of Corporate Services or the Head of any Department administered by an outside Board.
- 35.2 Any member of the Union who is appointed a delegate to attend conventions in connection with Union affairs or Union school, shall be granted leave of absence without pay, insofar as the regular operation of the department will permit. Permission to attend such conventions shall not arbitrarily be withheld by the Department Head.

35.3 Any employee, who has completed one (1) year of service and who is selected for a full-time position with the Union, shall, on application, be granted leave of absence without pay for a period of up to, but not exceeding, one (1) year. No claim shall **be** entertained **for** any promotion effected during the leave of absence.

The employee's seniority shall be retained but not accumulated during the period of absence.

35.4 Any employee who has completed one (1) year of service, and who is elected to Public Office (other than Municipal) shall be granted leave of absence without pay for the period of holding office. During leave of this nature, the employee shall retain accumulated seniority rights, with no decrease in status, but without claim to any promotion effected during such absence.

35.5 Employees shall, on Provincial or Federal election days, be allowed time off with pay for voting in accordance with ***The Saskatchewan and Canada Election Acts*** respectively.

35.6 Employees on leave of absence shall not continue to accumulate sick or holiday pay credits past a one (1) month period.

ARTICLE 36. JURY AND WITNESS DUTY

An employee, other than a part-time employee who is on an availability list or a call-in list, who is required to serve as a juror, or is subpoenaed to appear in court as a witness, except for appearances arising as a result of personal misdemeanour(s), shall be paid any difference between payment receivable as jury or witness fees and that normally receivable as wages - including overtime if applicable.

ARTICLE 37. GROUP INSURANCE

37.1 Participation in the Group Life Plan, in accordance with its provisions shall be a condition of employment for all employees appointed to permanent posted positions.

37.2 The following coverage shall apply to employees enrolled in the group insurance program:

Basic Coverage - Two (2) times annual salary for all employees, the cost of such insurance shall be shared equally by the employee and Employer.

Optional Coverage - Three (3) times annual salary, the cost of such insurance shall be shared equally by the employee and the Employer.

Optional Coverage - Four (4) times annual salary, the cost of such insurance in excess of three (3) times annual salary shall be paid by the employee.

Optional Dependent Coverage - Coverage of three thousand dollars (\$3,000) for the employee's spouse, and coverage of fifteen hundred dollars (\$1,500) for each dependent shall be paid by the employee.

37.3 Temporary employees shall be eligible and have the option of participation in the Group Life Plan after three (3) months of continuous employment.

New 37.4 Effective the date of signing of this Agreement, upon retirement [(years of service plus age equal to or

greater than eighty (SO)] an employee has the option of remaining in the Group Insurance Plan to age sixty-five (65) by paying both the employee and Employer premiums.

ARTICLE 38. WORKERS' COMPENSATION

- 38.1 When employees, other than as referred to in Article 38.4, who have been in the service of the City for six (6) continuous months, are injured in the performance of their duties during working hours, the City shall pay such employees for all periods of absence resulting from the injuries (not exceeding a total of twelve (12) months) an amount which, when combined with Workers' Compensation Board payments shall ensure to such employees the maintenance of their regular basic wage rate less normal income tax deductions. In the event the Workers' Compensation Board payments are reduced, the City's payment shall be proportionately reduced.
- 38.2 Any wage increments to which the employee(s) would normally be entitled or any increase that may be negotiated for their classification, shall be included as part of their basic wage rate.
- 38.3 Workers' Compensation Board payments, as referred to herein, shall not be considered as including "Pension Payments" or "Cash Settlement Payments".
- 38.4 Part-time employees on an availability list or a call-in list, with less than twenty-four (24) calendar months of service, shall receive only the coverage afforded to them by ***The Workers' Compensation Act***.

ARTICLE 39. CLOTHING

Revised 39.1 Meter Readers and Parking Meter Technicians shall receive the sum of fifty dollars (\$50.00) per annum as boot allowance, the sum to be payable during the last two (2) weeks of September. Payment of boot allowance to those Meter Readers and Parking Meter Technicians acting in those capacities for less than twelve (12) months shall be on a pro-rated basis.

39.2 Parking Meter Technicians

The following items of clothing shall be issued to Parking Meter Technicians:

- 1 - Parka (every two (2) years)
- 1 - Jacket (every two (2) years)
- 1 - Pair winter-weight trousers (every two (2) years)
- 1 - Pair summer-weight trousers (every two (2) years)
- 2 - Shirts (each year)
- 1 - Tie (each year)
- 1 - Pair gloves (as required)

39.3 Meter Readers

The following items of clothing shall be issued to Meter Readers:

- 1 - Jacket (yearly)
- 2 - Pair trousers (yearly)
- 2 - Shirts (yearly)
- 1 - Tie (yearly)
- 1 - Parka (as required)

39.4 Maintenance Staff: Infrastructure Services Department (Facilities Branch), Saskatoon Police Service, Saskatoon Public Library

The following items of clothing shall be issued to Infrastructure Services Department (Facilities Branch), Saskatoon Police Service and Saskatoon Public Library maintenance staff:

Initial issue 2 - pair washable permanent-press trousers
 2 - shirts

Subsequent issue 1 - pair trousers (yearly)
 2 - shirts (yearly)

39.5 Infrastructure Services Department (Parks Branch)

- The City agrees to provide such special clothing as may be necessary to adequately protect personnel operating spraying equipment.

Infrastructure Services Department (Facilities Branch)

- Two (2) pair of coveralls shall be supplied annually to Shop personnel and one (1) pair of coveralls shall be supplied annually to Trades personnel following initial issue of two (2) pair of coveralls.

Revised

Clerk IV (Lost and Found) - one (1) pair overalls

Mechanic's Helper - coveralls as required

39.6 Community Services Department (Leisure Services Branch)

39.6.1 It is agreed to stock several pairs of coveralls for general use to provide the necessary protective clothing to those employees who are exposed to exceptionally dirty working conditions involving abnormal deterioration of clothing.

39.6.2 For permanent Maintenance Persons one (1) pair of coveralls will be provided annually.

39.6.3 Limited distinctive clothing will be issued to staff in accordance with already established departmental policy.

Revised

39.6.4 Limited distinctive clothing as in Article 39.6.3 will be issued to the following:

Forestry Farm - Zookeepers, distinctive summer clothing, and a parka every two (2) years.

39.7 **Centennial Auditorium**

Utilityperson
Building Operator III

Janitorial Staff -

- females to receive one (1) smock and pantsuit yearly
- males are to receive as below:

- Initial issue:
 - two (2) pair washable permanent-press trousers
 - two (2) shirts

- Subsequent issue:
 - one (1) pair washable permanent-press trousers (yearly)
 - two (2) shirts (yearly)

Part-time employees - present practice will continue.

New 39.8 Effective July 1, 1999, employees required to wear CSA-approved safety boots shall receive up to one hundred dollars (\$100) reimbursement once every two (2) years. Employees referred to by Article 39.1 are excluded from this provision.

ARTICLE 40. CAR ALLOWANCE

40.1 Where stipulated conditions require or may require employees to operate their private automobile full-time on corporation business then the following schedule of payment for use of such employees' automobile shall be applicable.

Revised 40.1.1 General Staff: One hundred **and** eighty-two dollars and eighty cents (\$182.80) per month (flat amount) minimum payment plus twenty-nine point fifty one cents (29.51 cents) per kilometre (variable amount) for all duty kilometres travelled.

The flat and variable portions of car allowance will be increased in direct relationship to the increase of the auto operation segment, transportation component of the Consumer Price Index of Canada. For every one percent (1%) increase in the auto operation segment, the car allowance will be increased by one percent (1%). Computation will be made semi-annually with change to be effective July 1, and January 1, based on the increase due the previous six (6) months.

NOTE: Increases will be calculated by subtracting the latest index from **the** last highest index that had produced the previous increase in the car allowance.

40.1.2 Meter Readers: Receive the flat amount as outlined above.

NOTE: The foregoing monthly rate to be paid all year round, but to be subject to reduction for that period of sick leave or leave of absence which is in excess of five (5) consecutive working days.

Revised 40.2 Where, as a matter of mutual convenience between a Department Head and employees, said employees are requested to use their private automobiles for occasional travel in the public service, then the following schedule of payment shall apply: four dollars and seventy-two cents (\$4.72) per day or twenty-nine point fifty one cents (29.51 cents) per kilometre. The schedule of payment shall be adjusted in accordance with the application of the formula as described in Article 40. I. 1 above.

- 40.3 Parking meter permits are to be issued to all employees required to operate automobiles full time on City business.

ARTICLE 41. RISK FUND

41.1 City Hall

A Customer Service Cashier's risk fund shall be established each calendar year as follows:

- 41.1.1 A one hundred and fifty dollar (\$150.00) credit to each full-time Customer Service Cashier against which losses over one dollar (\$1.00) are to be charged. Any balance remaining shall be paid to the Customer Service Cashier at the end of each calendar year.
- 41.1.2 Each relief Customer Service Cashier shall receive a pro-rated credit relative to the time worked based on the one hundred and fifty dollar (\$150.00) credit. Any balance remaining to an individual's credit shall be paid at the end of each calendar year.

- 41.2 Staff changes amongst Customer Service Cashiers to be reflected on a proration of the foregoing payments.

ARTICLE 42. SEVERANCE PAY

- 42.1 Severance pay will be payable on the basis of two percent (2%) per year of employment of accumulated sick leave credit at the date the employee leaves the civic service, to a maximum of sixty percent (60%) of such credit. Payment is to be based on the average rate of pay during the last ten (10) years of service, and to be paid in cash or in such manner as the employee may direct. Payment is to be made on retirement, resignation or involuntary release from the service because of technological change--but not on dismissal for cause--provided the employee has completed ten (10) years of service.
- 42.2 Should an employee die while in the service and having completed ten (10) years' service, a gratuity shall be paid to the employee's estate - such gratuity to be calculated in the same manner as for retirement or resignation.
- 42.3 Severance Pay is not applicable to part-time and temporary employees.

ARTICLE 43. SUPERANNUATION PLAN AND RETIREMENT

- 43.1 No changes to the Plan will be implemented unilaterally by the City.
- 43.2 For all employees covered by this Agreement, the retirement date shall be the first (1st) day of the month next following the employee's sixty-fifth (65th) birthday.
- 43.3 An eligible part-time employee is an employee who holds a posted part-time position and whose hours of work are at least fifty percent (50%) of the full negotiated work week.

ARTICLE 44: MEDI-OPTICAL AND DENTAL PLAN

Included 44.1 Dental Plan

The City shall provide payment capped at the amount of one percent (1%) of payroll for a dental benefit plan. If such plan generates a surplus, it will be placed into reserve.

Included 44.2 Medi-Optical Plan

The City shall provide payment capped at the amount of one percent (1%) of payroll for a medi-optical plan.

New 44.3 The parties agree to the following seasonal employee medi-optical plan on a year-round basis:

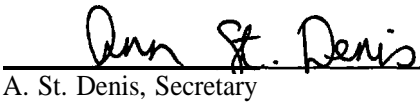
- (1) Seasonal full-time employees only.
- (2) Employees may apply at the start of any season, but must remain in the plan thereafter.
- (3) Amount of employee contribution to plan to be determined by Union/Employer agreement.
- (4) To be fully paid by payroll deduction (within the season).
- (5) To work towards an employee prepayment plan for implementation in the 1999 summer work season.


**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL NO. 59**


D. Taylor, President

THE CITY OF SASKATOON


H. Dayday, Mayor


A. St. Denis, Secretary


J. Mann, City Clerk

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Grade 1	1st 6 Months	Next 6 Months	Next 12 Months	Maximum
Annual	19,020.00	21,312.00	22,380.00	23,460.00
Monthly	1,585.00	1,776.00	1,865.00	1,955.00
Pay Period	792.50	888.00	932.50	977.50
36.67 Hr	9.97	9.97 <u>11.18</u>	11.74	12.30
40.00 Hr *	9.14	9.14 <u>10.25</u>	10.76	11.28
	Clerk I *Sales Clerk	Clerk Messenger *Stage Door Attendant	Clerk-Steno I *Switchboard Operator	
Grade 2	1st 6 Months	Next 6 Months	Next 12 Months	Maximum
Annual	23,136.00	24,216.00	25,332.00	25,800.00
Monthly	1,928.00	2,018.00	2,111.00	2,150.00
Pay Period	964.00	1,009.00	1,055.50	1,075.00
36.67 Hr	12.13	12.70	13.28	13.53
40.00 Hr *	11.12	11.64	12.18	12.40
	Clerk II Data Entry Operator I	Clerk-Steno II *Engineering Assistant I (After 18 months, go to Grade 3 Max.)	Copy Centre Operator	
Grade 3	1st 6 Months	Next 6 Months	Next 12 Months	Maximum
Annual	26,160.00	26,784.00	27,408.00	28,032.00
Monthly	2,180.00	2,232.00	2,284.00	2,336.00
Pay Period	1,090.00	1,116.00	1,142.00	1,168.00
36.67 Hr	13.72	14.05	14.37	14.70
40.00 Hr *	12.58	12.88	13.18	13.48
	*Assistant Box Office Supervisor Clerk-Steno III Receptionist/Sales	*Cashier Secretary Drafting Technician	Clerk III *Golf Course Assistant	
Grade 4	1st 12 Months	Next 12 Months	Maximum	
Annual	28,764.00	29,352.00	29,988.00	
Monthly	2,397.00	2,446.00	2,499.00	
Pay Period	1,198.50	1,223.00	1,249.50	
36.67 Hr	15.08	15.39	15.73	
40.00 Hr *	13.83	14.11	14.42	
	*Animal Control Warden I Clerk IV Customer Service Representative Museum Technician *Storekeeper I	Assistant Store Supervisor Clerk-Steno IV Customer Service Cashier Preparator I	*Building Custodian II CPIC Operator I Data Entry Operator II Software Support Technician	

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Grade 5	1st 12 Months	Next 12 Months	Maximum
Annual	30,624.00	31,272.00	31,860.00
Monthly	2,552.00	2,606.00	2,655.00
Pay Period	1,276.00	1,303.00	1,327.50
36.67 Hr	16.06	16.40	16.71
40.00 Hr *	14.72	15.03	15.32
	*Animal Control Warden II Clerk V CPIC Operator II Extension Assistant Paralegal I Resource Centre Assistant	*Building Custodian III Communications Assistant Curatorial Assistant *Mechanic's Helper Preparator II *Storekeeper II	Buyer I Computer Operator Education Assistant Meter Reader Registration Assistant Traffic Studies Assistant
Grade 6	1st 12 Months	Next 12 Months	Maximum
Annual	32,604.00	33,264.00	33,816.00
Monthly	2,717.00	2,772.00	2,818.00
Pay Period	1,358.50	1,386.00	1,409.00
36.67 Hr	17.10	17.44	17.73
40.00 Hr *	15.68	15.99	16.26
	Assessor I By-law Inspector Data Control Clerk Parking Meter Technician Traffic System Operator	*Box Office Supervisor Clerk VI Development Officer I Sales Coordinator	*Building Operator I CPIC Operator III Inventory Analyst *Storekeeper III
Grade 7	1st 12 Months	Next 12 Months	Maximum
Annual	34,248.00	35,148.00	36,084.00
Monthly	2,854.00	2,929.00	3,007.00
Pay Period	1,427.00	1,464.50	1,503.50
36.67 Hr	17.96	18.43	18.92
40.00 Hr *	16.47	16.90	17.35
	Assessor II Cataloguer Drafting Technologist I Extension Coordinator Paralegal II Registrar	Assistant Curator Clerk VII Educator Landscape Architect's Assistant Plan Circulation Coordinator Store Supervisor	*Building Operator II Communications Coordinator *Engineering Assistant III Marketing Coordinator Planning Technologist I Traffic Operations Technologist

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Grade 8	1st 12 Months	Next 12 Months	Maximum
Annual	36,180.00	37,068.00	38,088.00
Monthly	3,015.00	3,089.00	3,174.00
Pay Period	1,507.50	1,544.50	1,587.00
36.67 Hr	18.97	19.44	19.97
40.00 Hr *	17.39	17.82	18.31
Accountant I (Min.) Buyer II Drafting Technician IV Interior Designer Roadway Activity Coordinator		Assessor III Clerk VIII Drafting Technologist II Planning Technologist II	*Building Operator III Development Officer II *Engineering Assistant II Programmer Analyst I
Grade 9	1st 12 Months	Next 12 Months	Maximum
Annual	38,136.00	39,192.00	40,308.00
Monthly	3,178.00	3,266.00	3,359.00
Pay Period	1,589.00	1,633.00	1,679.50
36.67 Hr	20.00	20.55	21.14
Accountant II (2 nd Step) Clerk IX Planner I		Assessor IV Design Assistant I Plumbing Inspector	Building Inspector Operations Analyst Programmer Analyst II
Grade 10	1st 12 Months	Next 12 Months	Maximum
Annual	40,392.00	41,448.00	42,552.00
Monthly	3,366.00	3,454.00	3,546.00
Pay Period	1,683.00	1,727.00	1,773.00
36.67 Hr	21.18	21.73	22.31
Accountant III (Max.) Computer Operations Supervisor Landscape Architect Planner II Senior Building Inspector		Archivist Development Officer III Payroll Supervisor Programmer Analyst III Senior Buyer	Clerk X G I S Design Analyst Permit Supervisor Records Management Coordinator Supervisor, Central Records
Grade 11	1st 12 Months	Next 12 Months	Maximum
Annual	42,648.00	43,584.00	44,616.00
Monthly	3,554.00	3,632.00	3,718.00
Pay Period	1,777.00	1,816.00	1,859.00
36.67 Hr	22.36	22.85	23.40
40.00 Hr *	20.50	20.95	21.45
Accountant IV (Max.) Design Assistant II *Engineering Assistant IV Senior Plumbing Inspector		Assessor V Division Engineering Assistant Heritage Coordinator	Clerk XI Drafting Supervisor Planner III

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Grade 12	1st 12 Months	Next 12 Months	Maximum
Annual	44,112.00	45,096.00	46,044.00
Monthly	3,676.00	3,758.00	3,837.00
Pay Period	1,838.00	1,879.00	1,918.50
36.67 Hr	23.13	23.65	24.14
Accountant V		Methods Analyst	Research Coordinator

Grade 13

Annual	47,040.00
Monthly	3,920.00
Pay Period	1,960.00
36.67 Hr	24.67

Art Class Instructor

Grade 14	1st 12 Months	Next 12 Months	Maximum
Annual	44,268.00	46,452.00	48,828.00
Monthly	3,689.00	3,871.00	4,069.00
Pay Period	1,844.50	1,935.50	2,034.50
36.67 Hr	23.21	24.36	25.60
Senior Commercial Assessor		Senior Residential Assessor	Systems Analyst

Grade 15	1st 12 Months	Next 12 Months	Maximum
Annual	48,048.00	50,460.00	52,980.00
Monthly	4,004.00	4,205.00	4,415.00
Pay Period	2,002.00	2,102.50	2,207.50
36.67 Hr	25.20	26.46	27.78
Housing Facilitator		Land Administrator	Research Officer

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Grade 1

Annual 17,172.00
 Monthly 1,431.00
 Pay Period 715.50
 40.00 Hr 8.26

Activity Leader
 Rink Attendant

Cashier

Checker

Grade 2

40.00 Hr 8.58

Child Care Worker

Grade 3

Annual 19,032.00
 Monthly 1,586.00
 Pay Period 793.00
 40.00 Hr 9.15

Cashier-Receptionist

Child Care Supervisor

Summer Program Leader

Grade 4

1st 12 Months

Maximum

Annual	18,948.00	19,356.00
Monthly	1,579.00	1,613.00
Pay Period	789.50	806.50
40.00 Hr	9.11	9.31

Lifeguard

Grade 5

40.00 Hr 9.36

Guest Services Attendant

Grade 6

1st 6 Months

Next 6 Months

Maximum

40.00 Hr	9.61	10.26	10.53
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Box Office Staff

Guest Services Supervisor

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Grade 7	1st 12 Months	Maximum
Annual	22,044.00	24,972.00
Monthly	1,837.00	2,081.00
Pay Period	918.50	1,040.50
40.00 Hr	10.60	12.01
Aquatic Technician		Ride Operator

Grade 8
NOT CURRENTLY USED

Grade 9	
40.00 Hr	14.41
Duty Manager	

Grade 10	1st 12 Months	Next 12 Months	Maximum
Annual	22,056.00	24,552.00	27,072.00
Monthly	1,838.00	2,046.00	2,256.00
Pay Period	919.00	,023.00	1,128.00
40.00 Hr	10.60	11.80	13.02
Building Custodian I			

Grade 11	1st 12 Months	Next 12 Months	Next 12 Months	Next 12 Months	Maximum
Annual	24,516.00	26,172.00	27,996.00	29,904.00	31,944.00
Monthly	2,043.00	2,181.00	2,333.00	2,492.00	2,662.00
Pay Period	1,021.50	1,090.50	1,166.50	1,246.00	1,331.00
40.00 Hr	11.79	12.58	13.46	14.38	15.36
Recreation Technician I					

Grade 12	1st 12 Months	Next 12 Months	Maximum
Annual	33,612.00	34,212.00	34,824.00
Monthly	2,801.00	2,851.00	2,902.00
Pay Period	1,400.50	1,425.50	1,451.00
40.00 Hr	16.16	16.45	16.74
Maintenanceperson			

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Grade 13	1st 12 Months	Next 12 Months	Next 12 Months	Next 12 Months	Maximum
Annual	29,640.00	31,092.00	32,628.00	34,212.00	35,904.00
Monthly	2,470.00	2,591.00	2,719.00	2,851.00	2,992.00
Pay Period	1,235.00	1,295.50	1,359.50	1,425.50	1,496.00
40.00 Hr	14.25	14.95	15.69	16.45	17.26

Fitness Specialist

Recreation Technician II

Grade 14	1st 12 Months	Next 12 Months	Next 12 Months	Next 12 Months	Maximum
Annual	34,560.00	36,252.00	38,064.00	39,936.00	41,952.00
Monthly	2,880.00	3,021.00	3,172.00	3,328.00	3,496.00
Pay Period	1,440.00	1,510.50	1,586.00	1,664.00	1,748.00
40.00 Hr	16.62	17.43	18.30	19.20	20.17

Recreation Administrator

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Grade 1	1st 12 Months	Maximum
Annual	23,784.00	27,828.00
Monthly	1,982.00	2,319.00
Pay Period	991.00	1,159.50
40.00 Hr	11.43	13.38

Labourer

Grade 2

40.00 Hr 14.00

Operator I

Grade 3

Annual	30,516.00
Monthly	2,543.00
Pay Period	1,271.50
40.00 Hr	14.67

Facility Attendant I

Parks Technician I

Utilityperson

Grade 4

Annual	31,908.00
Monthly	2,659.00
Pay Period	1,329.50
40.00 Hr	15.34

Colosseum Operator

Operator II

Grade 5

Annual	33,408.00
Monthly	2,784.00
Pay Period	1,392.00
40.00 Hr	16.06

Operator III
Zoo Keeper

Parks Technician II

Pruner

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Grade 6

Annual	34,944.00
Monthly	2,912.00
Pay Period	1,456.00
40.00 Hr	16.80

Assistant Greenskeeper

Assistant Supervisor

Facility Attendant II

Grade 7

Annual	35,004.00
Monthly	2,917.00
Pay Period	1,458.50
40.00 Hr	16.83

Locksmith

Painter

Grade 8

Annual	36,612.00
Monthly	3,051.00
Pay Period	1,525.50
40.00 Hr	17.60

Greenskeeper

Supervisor

Grade 9

Annual	37,344.00
Monthly	3,112.00
Pay Period	1,556.00
40.00 Hr	17.95

Auto Mechanic

Pest Control Technician

Welder

Grade 10

Annual	40,584.00
Monthly	3,382.00
Pay Period	1,691.00
40.00 Hr	19.51

Carpenter

Industrial Mechanic

Plumber

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Grade 11

Annual	42,792.00
Monthly	3,566.00
Pay Period	1,783.00
40.00 Hr	20.57

Electrician

Irrigation Supervisor

Grade 12

Annual	44,016.00
Monthly	3,668.00
Pay Period	1,834.00
40.00 Hr	21.16

Project Officer

Grade 13

NOT CURRENTLY USED

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Grade 1	1st 6 Months	Next 6 Months	Next 12 Months	Maximum
Annual	19,404.00	21,744.00	22,824.00	23,928.00
Monthly	1,617.00	1,812.00	1,902.00	1,994.00
Pay Period	808.50	906.00	951.00	997.00
36.67 Hr	10.18	<u>11.40</u>	11.97	12.55
40.00 Hr *	9.33	10.45	10.97	11.50

Clerk I
 *Sales Clerk

Clerk Messenger
 *Stage Door Attendant

Clerk-Steno I
 *Switchboard Operator

Grade 2	1st 6 Months	Next 6 Months	Next 12 Months	Maximum
Annual	23,604.00	24,696.00	25,836.00	26,316.00
Monthly	1,967.00	2,058.00	2,153.00	2,193.00
Pay Period	983.50	1,029.00	1,076.50	1,096.50
36.67 Hr	12.38	12.95	13.55	13.80
40.00 Hr *	11.35	11.87	12.42	12.65

Clerk II
 Data Entry Operator I

Clerk-Steno II
 *Engineering Assistant I (After 18 months, go to Grade 3 Max.)

Copy Centre Operator

Grade 3	1st 6 Months	Next 6 Months	Next 12 Months	Maximum
Annual	26,688.00	27,324.00	27,960.00	28,596.00
Monthly	2,224.00	2,277.00	2,330.00	2,383.00
Pay Period	1,112.00	1,138.50	1,165.00	1,191.50
36.67 Hr	13.99	14.33	14.66	15.00
40.00 Hr *	12.83	13.14	13.44	13.75

*Assistant Box Office Supervisor
 Clerk-Steno III
 Receptionist/Sales

*Cashier Secretary
 Drafting Technician

Clerk III
 *Golf Course Assistant

Grade 4	1st 12 Months	Next 12 Months	Maximum
Annual	29,340.00	29,940.00	30,588.00
Monthly	2,445.00	2,495.00	2,549.00
Pay Period	1,222.50	1,247.50	1,274.50
36.67 Hr	15.39	15.70	16.04
40.00 Hr *14.11		14.39	14.71

Assistant Store Supervisor
 Clerk-Steno IV
 Customer Service Cashier
 Preparator I

*Building Custodian II
 CPIC Operator I
 Data Entry Operator II
 Software Support Technician

Clerk IV
 Customer Service Representative
 Museum Technician
 *Storekeeper I

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Grade 5	1st 12 Months	Next 12 Months	Maximum
Annual	31,236.00	31,896.00	32,496.00
Monthly	2,603.00	2,658.00	2,708.00
Pay Period	1,301.50	1,329.00	1,354.00
36.67 Hr	16.38	16.73	17.04
40.00 Hr *	15.02	15.33	15.62
*Building Custodian III Communications Assistant Curatorial Assistant *Mechanic's Helper Preparator II *Storekeeper II		Buyer I Computer Operator Education Assistant Meter Reader Registration Assistant Traffic Studies Assistant	Clerk V CPIC Operator II Extension Assistant Paralegal I Resource Centre Assistant Aboriginal Resource Officer

Grade 6	1st 12 Months	Next 12 Months	Maximum
Annual	33,252.00	33,924.00	34,488.00
Monthly	2,771.00	2,827.00	2,874.00
Pay Period	1,385.50	1,413.50	1,437.00
36.67 Hr	17.44	17.79	18.08
40.00 Hr *	15.99	16.31	16.58

Assessor I By-law Inspector Data Control Clerk Parking Meter Technician Traffic System Operator	*Box Office Supervisor Clerk VI Development Officer I Sales Coordinator	*Building Operator I CPIC Operator III Inventory Analyst *Storekeeper III
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Grade 7	1st 12 Months	Next 12 Months	Maximum
Annual	34,932.00	35,856.00	36,804.00
Monthly	2,911.00	2,988.00	3,067.00
Pay Period	1,455.50	1,494.00	1,533.50
36.67 Hr	18.32	18.80	19.30
40.00 Hr *	16.79	17.24	17.69

Assessor II Cataloguer Drafting Technologist I Extension Coordinator Paralegal II Registrar	Assistant Curator Clerk VII Educator Landscape Architect's Assistant Plan Circulation Coordinator Store Supervisor	*Building Operator II Communications Coordinator *Engineering Assistant III Marketing Coordinator Planning Technologist I Traffic Operations Technologist
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Grade 8 1st 12 Months Next 12 Months Maximum

Annual	36,900.00	37,812.00	38,844.00
Monthly	3,075.00	3,151.00	8,237.00
Pay Period	1,537.50	1,575.50	1,618.50
36.67 Hr	19.35	19.83	20.37
40.00 Hr *	17.74	18.18	18.68

Accountant I (Min.)	Assessor III	*Building Operator III
Buyer II	Clerk VIII	Development Officer II
Drafting Technician IV	Drafting Technologist II	*Engineering Assistant II
Interior Designer	Planning Technologist II	Programmer Analyst I
Roadway Activity Coordinator		

Grade 9 1st 12 Months Next 12 Months Maximum

Annual	38,904.00	39,972.00	41,112.00
Monthly	3,242.00	3,331.00	3,426.00
Pay Period	1,621.00	1,665.50	1,713.00
36.67 Hr	20.40	20.96	21.56

Accountant II (2 nd Step)	Assessor IV	Building Inspector
Clerk IX	Design Assistant I	Operations Analyst
Planner I	Plumbing Inspector	Programmer Analyst II

Grade 10 1st 12 Months Next 12 Months Maximum

Annual	41,196.00	42,276.00	43,404.00
Monthly	3,433.00	3,523.00	3,617.00
Pay Period	1,716.50	1,761.50	1,808.50
36.67 Hr	21.60	22.17	22.76

Accountant III (Max.)	Archivist	Clerk X
Computer Operations Supervisor	Development Officer III	G I S Design Analyst
Landscape Architect	Payroll Supervisor	Permit Supervisor
Planner II	Programmer Analyst III	Records Management Coordinator
Senior Building Inspector	Senior Buyer	Supervisor, Central Records

Grade 11 1st 12 Months Next 12 Months Maximum

Annual	43,500.00	44,460.00	45,504.00
Monthly	3,625.00	3,705.00	3,792.00
Pay Period	1,812.50	1,852.50	1,896.00
36.67 Hr	22.81	23.31	23.86
40.00 Hr *	20.91	21.38	21.88

Accountant IV (Max.)	Assessor V	Clerk XI
Design Assistant II	Division Engineering Assistant	Drafting Supervisor
*Engineering Assistant IV	Heritage Coordinator	Planner III
Senior Plumbing Inspector		

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Grade 12	1st 12 Months	Next 12 Months	Maximum
Annual	45,000.00	45,996.00	46,968.00
Monthly	3,750.00	3,833.00	3,914.00
Pay Period	1,875.00	1,916.50	1,957.00
36.67 Hr	23.60	24.12	24.63
Accountant V		Methods Analyst	Research Coordinator

Grade 13	
Annual	47,976.00
Monthly	3,998.00
Pay Period	1,999.00
36.67 Hr	25.16

Art Class Instructor

Grade 14	1st 12 Months	Next 12 Months	Maximum
Annual	45,156.00	47,376.00	49,800.00
Monthly	3,763.00	3,948.00	4,150.00
Pay Period	1,881.50	1,974.00	2,075.00
36.67 Hr	23.68	24.84	26.11
Senior Commercial Assessor		Senior Residential Assessor	Systems Analyst

Grade 15	1st 12 Months	Next 12 Months	Maximum
Annual	49,008.00	51,468.00	54,036.00
Monthly	4,084.00	4,289.00	4,503.00
Pay Period	2,042.00	2,144.50	2,251.50
36.67 Hr	25.70	26.99	28.34
Housing Facilitator Senior Planner I		Land Administrator	Research Appraiser

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Grade 1	1st 6 Months	Next 6 Months	Next 12 Months	Maximum
Annual	17,520.00			
Monthly	1,460.00			
Pay Period	730.00			
40.00 Hr	8.42			
	Activity Leader Rink Attendant	Cashier	Checker	

Grade 2	
40.00 Hr	8.75
	Child Care Worker

Grade 3			
Annual	19,416.00		
Monthly	1,618.00		
Pay Period	809.00		
40.00 Hr	9.33		
	Cashier-Receptionist	Child Care Supervisor	Summer Program Leader

Grade 4	1st 12 Months	Maximum
Annual	19,332.00	19,740.00
Monthly	1,611.00	1,645.00
Pay Period	805.50	822.50
40.00 Hr	9.29	9.49
	Lifeguard	

Grade 5	
40.00 Hr	9.55
	Guest Services Attendant

Grade 6	1st 6 Months	Next 6 Months	Maximum
40.00 Hr	9.80	10.47	10.74
	Box Office Staff	Guest Services Supervisor	

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Grade 7	1st 12 Months	Maximum
Annual	22,488.00	25,476.00
Monthly	1,874.00	2,123.00
Pay Period	937.00	1,061.50
40.00 Hr	10.81	12.25
Aquatic Technician		Ride Operator

Grade 8

NOT CURRENTLY USED

Grade 9

40.00 Hr 14.70

Duty Manager

Grade 10	1st 12 Months	Next 12 Months	Maximum
Annual	22,500.00	25,044.00	27,612.00
Monthly	1,875.00	2,087.00	2,301.00
Pay Period	937.50	1,043.50	1,150.50
40.00 Hr	10.82	12.04	13.28

Building Custodian I

Grade 11	1st 12 Months	Next 12 Months	Next 12 Months	Next 12 Months	Maximum
Annual	25,008.00	26,700.00	28,560.00	30,504.00	32,580.00
Monthly	2,084.00	2,225.00	2,380.00	2,542.00	2,715.00
Pay Period	1,042.00	1,112.50	1,190.00	1,271.00	1,357.50
40.00 Hr	12.02	12.84	13.73	14.67	15.66

Recreation Technician I

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Grade 12	1st 12 Months	Next 12 Months	Maximum
Annual	34,284.00	34,896.00	35,520.00
Monthly	2,857.00	2,908.00	2,960.00
Pay Period	1,428.50	1,454.00	1,480.00
40.00 Hr	16.48	16.78	17.08

Maintenanceperson

Grade 13	1st 12 Months	Next 12 Months	Next 12 Months	Next 12 Months	Maximum
Annual	30,228.00	31,716.00	33,276.00	34,896.00	36,624.00
Monthly	2,519.00	2,643.00	2,773.00	2,908.00	3,052.00
Pay Period	1,259.50	1,321.50	1,386.50	1,454.00	1,526.00
40.00 Hr	14.53	15.25	16.00	16.78	17.61

Fitness Specialist

Recreation Technician II

Grade 14	1st 12 Mo.	Next 12 Mo.	Next 12 Mo.	Next 12 Mo.	Maximum
Annual	35,256.00	36,972.00	38,820.00	40,740.00	42,792.00
Monthly	2,938.00	3,081.00	3,235.00	3,395.00	3,566.00
Pay Period	1,469.00	1,540.50	1,617.50	1,697.50	1,783.00
40.00 Hr	16.95	17.78	18.66	19.59	20.57

Recreation Administrator

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CUPE 59 - Schedule 3
Effective January 1, 1999 to December 31, 1999

Grade 1	1st 12 Months	Maximum
Annual	24,264.00	28,380.00
Monthly	2,022.00	2,365.00
Pay Period	1,011.00	1,182.50
40.00 Hr	11.67	13.64

Labourer

Grade 2

40.00 Hr 14.28

Operator I

Grade 3

Annual	31,128.00
Monthly	2,594.00
Pay Period	1,297.00
40.00 Hr	14.97

Facility Attendant I

Parks Technician I

Utilityperson

Grade 4

Annual	32,544.00
Monthly	2,712.00
Pay Period	1,356.00
40.00 Hr	15.65

Colosseum Operator

Operator II

Grade 5

Annual	34,080.00
Monthly	2,840.00
Pay Period	1,420.00
40.00 Hr	16.38

Operator III
Zoo Keeper

Parks Technician II

Pruner

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CUPE 59 - Schedule 3
Effective January 1, 1999 to December 31, 1999

Grade 6

Annual 35,640.00
Monthly 2,970.00
Pay Period 1,485.00
40.00 Hr 17.13

Assistant Greenskeeper

Assistant Supervisor

Facility Attendant II

Grade 7

Annual 35,700.00
Monthly 2,975.00
Pay Period 1,487.50
40.00 Hr 17.16

Locksmith

Painter

Grade 8

Annual 37,344.00
Monthly 3,112.00
Pay Period 1,556.00
40.00 Hr 17.95

Greenskeeper

Supervisor

Grade 9

Annual 38,088.00
Monthly 3,174.00
Pay Period 1,587.00
40.00 Hr 18.31

Auto Mechanic

Pest Control Supervisor

Welder

Grade 10

Annual 41,400.00
Monthly 3,450.00
Pay Period 1,725.00
40.00 Hr 19.90

Carpenter

Industrial Mechanic

Plumber

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CUPE 59 - Schedule 3
Effective January 1, 1999 to December 31, 1999

Grade 11

Annual	43,644.00
Monthly	3,637.00
Pay Period	1,818.50
40.00 Hr	20.98

Electrician

Irrigation Supervisor

Grade 12

Annual	44,892.00
Monthly	3,741.00
Pay Period	1,870.50
40.00 Hr	21.58

Project Officer

Grade 13

NOT CURRENTLY USED

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CUPE 59 - Schedule 1
Effective January 1, 2000 to December 31, 2000

Grade 1	1 st 6 Months	Next 6 Months	Next 12 Months	Maximum
Annual	19,788.00	22,176.00	23,280.00	24,408.00
Monthly	1,649.00	1,848.00	1,940.00	2,034.00
Pay Period	824.50	924.00	970.00	1,017.00
36.67 Hr	10.38	<u>11.63</u> <i>B.R.</i>	12.21	12.80
40.00 Hr *	9.51	10.66	11.19	11.73

Clerk I
 *Sales Clerk

Clerk Messenger
 *Stage Door Attendant

Clerk-Steno I
 *Switchboard Operator

Grade 2	1 st 6 Months	Next 6 Months	Next 12 Months	Maximum
Annual	24,072.00	25,188.00	26,352.00	26,844.00
Monthly	2,006.00	2,099.00	2,196.00	2,237.00
Pay Period	1,003.00	1,049.50	1,098.00	1,118.50
36.67 Hr	12.62	13.21	13.82	14.08
40.00 Hr *	11.57	12.11	12.67	12.91

Clerk II
 Data Entry Operator I

Clerk-Steno II
 *Engineering Assistant I (After 18 months, go to Grade 3 Max.)

Copy Centre Operator

Grade 3	1 st 6 Months	Next 6 Months	Next 12 Months	Maximum
Annual	27,216.00	27,876.00	28,524.00	29,172.00
Monthly	2,268.00	2,323.00	2,377.00	2,431.00
Pay Period	1,134.00	1,161.50	1,188.50	1,215.50
36.67 Hr	14.27	14.62	14.96	15.30
40.00 Hr *	13.08	13.40	13.71	14.03

*Assistant Box Office Supervisor
 Clerk-Steno III

*Cashier Secretary
 Drafting Technician

Clerk III
 *Golf Course Assistant

Grade 4	1 st 12 Months	Next 12 Months	Maximum
Annual	29,928.00	30,540.00	31,200.00
Monthly	2,494.00	2,545.00	2,600.00
Pay Period	1,247.00	1,272.50	1,300.00
36.67 Hr	15.69	16.01	16.36
40.00 Hr *	14.39	14.68	15.00

Assistant Store Supervisor
 Clerk-Steno IV
 Customer Service Cashier
 Preparator I

*Building Custodian II
 CPIC Operator I
 Data Entry Operator II
 Software Support Technician

Clerk IV
 Customer Service Representative
 Museum Technician
 *Storekeeper I

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CUPE 59 - Schedule 1
Effective January 1, 2000 to December 31, 2000

Grade 5	1st 12 Months	Next 12 Months	Maximum
Annual	31,860.00	32,532.00	33,144.00
Monthly	2,655.00	2,711.00	2,762.00
Pay Period	1,327.50	1,355.50	1,381.00
36.67 Hr	16.71	17.06	17.38
40.00 Hr *	15.32	15.64	15.93
	*Animal Control Warden II Clerk V CPIC Operator II Extension Assistant Paralegal I Resource Centre Assistant Aboriginal Resource Officer	*Building Custodian III Communications Assistant Curatorial Assistant *Mechanic's Helper Preparator II *Storekeeper II	Buyer I Computer Operator Education Assistant Meter Reader Registration Assistant Traffic Studies Assistant
Grade 6	1st 12 Months	Next 12 Months	Maximum
Annual	33,912.00	34,608.00	35,172.00
Monthly	2,826.00	2,884.00	2,931.00
Pay Period	1,413.00	1,442.00	1,465.50
36.67 Hr	17.78	18.15	18.44
40.00 Hr *	16.30	16.64	16.91
	Assessor I By-law Inspector Data Control Clerk Parking Meter Technician Traffic System Operator	*Box Office Supervisor Clerk VI Development Officer I Sales Coordinator	*Building Operator I CPIC Operator III Inventory Analyst *Storekeeper III
Grade 7	1st 12 Months	Next 12 Months	Maximum
Annual	35,628.00	36,576.00	37,536.00
Monthly	2,969.00	3,048.00	3,128.00
Pay Period	1,484.50	1,524.00	1,564.00
36.67 Hr	18.68	19.18	19.68
40.00 Hr *	17.13	17.58	18.05
	Assessor II Cataloguer Drafting Technologist I Extension Coordinator Paralegal II Registrar	Assistant Curator Clerk VII Educator Landscape Architect's Assistant Plan Circulation Coordinator Store Supervisor	*Building Operator II Communications Coordinator *Engineering Assistant III Marketing Coordinator Planning Technologist I Traffic Operations Technologist

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CUPE 59 - Schedule 1
Effective January 1, 2000 to December 31, 2000

Grade 8	1st 12 Months	Next 12 Months	Maximum
Annual	37,644.00	38,568.00	39,624.00
Monthly	3,137.00	3,214.00	3,302.00
Pay Period	1,568.50	1,607.00	1,651.00
36.67 Hr	19.74	20.22	20.78
40.00 Hr *	18.10	18.54	19.05
Accountant I (Min.)		Assessor III	*Building Operator III
Buyer II		Clerk VIII	Development Officer II
Drafting Technician IV		Drafting Technologist II	*Engineering Assistant II
Interior Designer		Planning Technologist II	Programmer Analyst I
Roadway Activity Coordinator			
Grade 9	1st 12 Months	Next 12 Months	Maximum
Annual	39,684.00	40,776.00	41,940.00
Monthly	3,307.00	3,398.00	3,495.00
Pay Period	1,653.50	1,699.00	1,747.50
36.67 Hr	20.81	21.38	21.99
Accountant II (2 nd Step)		Assessor IV	Building Inspector
Clerk IX		Design Assistant I	Operations Analyst
Planner I		Plumbing Inspector	Programmer Analyst II
Grade 10	1st 12 Months	Next 12 Months	Maximum
Annual	42,024.00	43,116.00	44,268.00
Monthly	3,502.00	3,593.00	3,689.00
Pay Period	1,751.00	1,796.50	1,844.50
36.67 Hr	22.04	22.61	23.21
Accountant III (Max.)		Archivist	Clerk X
Computer Operations Supervisor		Development Officer III	G I S Design Analyst
Landscape Architect		Payroll Supervisor	Permit Supervisor
Planner II		Programmer Analyst III	Records Management Coordinator
Senior Building Inspector		Senior Buyer	Supervisor, Central Records
Grade 11	1st 12 Months	Next 12 Months	Maximum
Annual	44,376.00	45,348.00	46,416.00
Monthly	3,698.00	3,779.00	3,868.00
Pay Period	1,849.00	1,889.50	1,934.00
36.67 Hr	23.27	23.78	24.34
40.00 Hr *	21.33	21.80	22.32
Accountant IV (Max.)		Assessor V	Clerk XI
Design Assistant II		Division Engineering Assistant	Drafting Supervisor
Engineering Assistant IV		Heritage Coordinator	Planner III
Senior Plumbing Inspector			

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CUPE 59 - Schedule 1
Effective January 1, 2000 to December 31, 2000

Grade 12	1st 12 Months	Next 12 Months	Maximum
Annual	45,900.00	46,920.00	47,904.00
Monthly	3,825.00	3,910.00	3,992.00
Pay Period	1,912.50	1,955.00	1,996.00
36.67 Hr	24.07	24.60	25.12
Accountant V		Methods Analyst	Research Coordinator

Grade 13	
Annual	48,936.00
Monthly	4,078.00
Pay Period	2,039.00
36.67 Hr	25.66
Art Class Instructor	

Grade 14	1st 12 Months	Next 12 Months	Maximum
Annual	46,056.00	48,324.00	50,796.00
Monthly	3,838.00	4,027.00	4,233.00
Pay Period	1,919.00	2,013.50	2,116.50
36.67 Hr	24.15	25.34	26.64
Senior Commercial Assessor		Senior Residential Assessor	Systems Analyst

Grade 15	1st 12 Months	Next 12 Months	Maximum
Annual	49,992.00	52,500.00	55,116.00
Monthly	4,166.00	4,375.00	4,593.00
Pay Period	2,083.00	2,187.50	2,296.50
36.67 Hr	26.21	27.53	28.90
Housing Facilitator Senior Planner I		Land Administrator	Research Officer

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CUPE 59 - Schedule 2
Effective January 1, 2000 to December 31, 2000

Grade 1

Annual 17,868.00
 Monthly 1,489.00
 Pay Period 744.50
 40.00 Hr 8.59

Activity Leader
 Rink Attendant

Cashier

Checker

Grade 2

40.00 Hr 8.93

Child Care Worker

Grade 3

Annual 19,800.00
 Monthly 1,650.00
 Pay Period 825.00
 40.00 Hr 9.52

Cashier-Receptionist

Child Care Supervisor

Summer Program Leader

Grade 4 1st 12 Months

Maximum

Annual	19,716.00	20,136.00
Monthly	1,643.00	1,678.00
Pay Period	821.50	839.00
40.00 Hr	9.48	9.68

Lifeguard

Grade 5

40.00 Hr 9.74

Guest Services Attendant

Grade 6 1st 6 Months

Next 6 Months

Maximum

40.00 Hr	10.00	10.68	10.95
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Box Office Staff

Guest Services Supervisor

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CUPE 59 - Schedule 2
Effective January 1, 2000 to December 31, 2000

Grade 7	1st 12 Months	Maximum
Annual	22,932.00	25,980.00
Monthly	1,911.00	2,165.00
Pay Period	955.50	1,082.50
40.00 Hr	11.03	12.49
Aquatic Technician		Ride Operator

Grade 8

NOT CURRENTLY USED

Grade 9

40.00 Hr 14.99

Duty Manager

Grade 10	1st 12 Months	Next 12 Months	Maximum
Annual	22,956.00	25,548.00	28,164.00
Monthly	1,913.00	2,129.00	2,347.00
Pay Period	956.50	1,064.50	1,173.50
40.00 Hr	11.04	12.28	13.54

Building Custodian I

Grade 11	1st 12 Months	Next 12 Months	Next 12 Months	Next 12 Months	Maximum
Annual	25,512.00	27,240.00	29,136.00	31,116.00	33,228.00
Monthly	2,126.00	2,270.00	2,428.00	2,593.00	2,769.00
Pay Period	1,063.00	1,135.00	1,214.00	1,296.50	1,384.50
40.00 Hr	12.27	13.10	14.01	14.96	15.98

Recreation Technician I

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CUPE 59 - Schedule 2
Effective January 1, 2000 to December 31, 2000

Grade 12	1st 12 Months	Next 12 Months	Maximum
Annual	34,968.00	35,592.00	36,228.00
Monthly	2,914.00	2,966.00	3,019.00
Pay Period	1,457.00	1,483.00	1,509.50
40.00 Hr	16.81	17.11	17.42

Maintenance Person

Grade 13	1st 12 Months	Next 12 Months	Next 12 Months	Next 12 Months	Maximum
Annual	30,828.00	32,352.00	33,936.00	35,592.00	37,356.00
Monthly	2,569.00	2,696.00	2,828.00	2,966.00	3,113.00
Pay Period	1,284.50	1,348.00	1,414.00	1,483.00	1,556.50
40.00 Hr	14.82	15.55	16.32	17.11	17.96

Fitness Specialist

Recreation Technician II

Grade 14	1st 12 Months	Next 12 Months	Next 12 Months	Next 12 Months	Maximum
Annual	35,964.00	37,716.00	39,600.00	41,556.00	43,644.00
Monthly	2,997.00	3,143.00	3,300.00	3,463.00	3,637.00
Pay Period	1,498.50	1,571.50	1,650.00	1,731.50	1,818.50
40.00 Hr	17.29	18.13	19.04	19.98	20.98

Recreation Administrator

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CUPE 59 - Schedule 3
Effective January 1, 2000 to December 31, 2000

Grade 1	1st 12 Months	Maximum
Annual	24,744.00	28,944.00
Monthly	2,062.00	2,412.00
Pay Period	1,031.00	1,206.00
40.00 Hr	11.90	13.92

Labourer

Grade 2

40.00 Hr 14.57

Operator I

Grade 3

Annual	31,752.00
Monthly	2,646.00
Pay Period	1,323.00
40.00 Hr	15.27

Facility Attendant I

Parks Technician I

Utilityperson

Grade 4

Annual	33,192.00
Monthly	2,766.00
Pay Period	1,383.00
40.00 Hr	15.96

Colosseum Operator

Operator II

Grade 5

Annual	34,764.00
Monthly	2,897.00
Pay Period	1,448.50
40.00 Hr	16.71

Operator III
Zoo Keeper

Parks Technician II

Pruner

66
CUPE 59 - Schedule 3
Effective January 1, 2000 to December 31, 2000

Grade 6

Annual 36,348.00
Monthly 3,029.00
Pay Period 1,514.50
40.00 Hr 17.48

Assistant Greenskeeper

Assistant Supervisor

Facility Attendant II

Grade 7

Annual 36,420.00
Monthly 3,035.00
Pay Period 1,517.50
40.00 Hr 17.51

Locksmith

Painter

Grade 8

Annual 38,088.00
Monthly 3,174.00
Pay Period 1,587.00
40.00 Hr 18.31

Greenskeeper

Supervisor

Grade 9

Annual 38,844.00
Monthly 3,237.00
Pay Period 1,618.50
40.00 Hr 18.68

Auto Mechanic

Pest Control Supervisor

Welder

Grade 10

Annual 42,228.00
Monthly 3,519.00
Pay Period 1,759.50
40.00 Hr 20.30

Carpenter

Industrial Mechanic

Plumber

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CUPE 59 - Schedule 3
Effective January 1, 2000 to December 31, 2000

Grade 11

Annual	44,520.00
Monthly	3,710.00
Pay Period	1,855.00
40.00 Hr	21.40

Electrician

Irrigation Supervisor

Grade 12

Annual	45,792.00
Monthly	3,816.00
Pay Period	1,908.00
40.00 Hr	22.02

Project Officer

Grade 13

NOT CURRENTLY USED

NEW OR RECLASSIFIED POSITIONS

The City will maintain a system of position classification and job evaluation for CUPE Local No. 59 positions.

(a) New Position

- i) The wage rate of new positions of a nature not already classified in this Agreement shall be negotiated by both parties.
- ii) If agreement cannot be reached within sixty (60) days, either party may submit the matter to arbitration. In the interim the position may be posted and filled at the salary level recommended by Management with the designation "New Position - Under Review" affixed to the posting. If the salary determined appropriate by the arbitrator differs from that instituted by Management, an adjustment will be made retroactively to the date the successful applicant was appointed to the position.

(b) Existing Position

- i) If there is a significant change in duties and responsibilities of a permanent filled position, either on an identifiable date, or gradually over a period of time, a review of the classification of the position may be requested by the Union or by Management, as represented by Human Resources, Corporate Services Department.
- ii) The party initiating the classification review request shall submit a Position Analysis Questionnaire (PAQ) completed in full to Human Resources. The PAQ will be accompanied by a memorandum indicating the reasons for the request for a change in classification. A copy shall be forwarded to the Secretary of CUPE Local No. 59.
- iii) Subsequent to the receipt of the PAQ, and memorandum above, Human Resources will initiate a classification review of the position. Such review will be concluded within three (3) months of the receipt of the request. Human Resources shall conclude:
 - (a) confirmation of the current classification level; or
 - (b) upgrading of the current classification level; or
 - (c) downgrading of the current classification level

and initiate appropriate action to effect the decision and to inform the parties to this Agreement in writing.

- iv) Should the Union disagree with the decision it may appeal such within fifteen (15) calendar days of receipt of written notification, referred to in (b) (iii) above, to the Classification Appeals Committee.
- v) The Classification Appeals Committee shall consist of one (1) member appointed by the Union, one (1) member appointed by the City and a Chairperson mutually acceptable to both parties. The Committee shall hear evidence and shall consider only the duties and responsibilities of the position as of the date of the request for review.

New or Reclassified Positions (continued)

- vi) The Classification Appeals Committee shall be authorized to direct:
 - a) that the classification decision be confirmed and the appeal denied, or
 - b) that the appealed position be reallocated to a designated existing class in the classification plan,and shall make one of such directions in respect of each appeal.

- vii) Decisions of the Committee shall be binding upon the parties to this Agreement and upon the appellant.

The Committee may recommend that a new classification be established to accommodate the appealed position,

- viii) The City shall authorize leave of absence with pay to their own and the Union representative, providing both are in the employ of the City. The Chairperson, if in the employ of the City shall be granted leave of absence with pay. If the Chairperson is not a City employee, the remuneration shall be as determined between the parties to this Agreement and the Chairperson and shall be shared equally by the principals.

- ix) Reclassification shall be effective retroactively to the start date of the next pay period following the date of the initial request for review as specified in b (ii). Incumbents who requested the review shall be retroactively compensated provided the position was reclassified upward and they still hold the position in question.

- x) If the position is reclassified to a higher level the incumbent shall receive:
 - a) the minimum for the new position;

OR

- b) the salary at the time of reclassification plus one (1) year's annual increment on the schedule for the new position; whichever shall be the greater.

Adjustments to this practice shall be made for any intervening increments that may have come due during the appeal process.

- xi) If the position is reclassified to a lower level, the incumbent shall not be affected and will proceed through the existing salary range and receive any general economic increases agreed to in collective bargaining. Upon vacating the position, the down graded classification will be affected.

New or Reclassified Positions (continued)

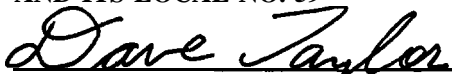
c) New Classification Series

- i) In the event the City wishes to introduce a new classification series not currently in the Collective Agreement, it shall advise the Union of the particulars in writing.
- ii) The wage rates applied to any new classification series shall be the subject of negotiating between the City and the Union. If there is failure to agree, either party may, upon notice to the other, submit the matter to arbitration after two (2) months of the commencement of such negotiations. Such arbitration shall follow the arbitration procedure outlined in Article 12 of the Collective Agreement beginning at the final step.
- iii) The City may implement the new classification series applying the wage rates it believes appropriate. Should the matter proceed to arbitration any resultant changes to the application wage rates would be effective retroactively to the date upon which the new classification series was implemented.
- iv) If wage rates established in the new classification series are less than those previously accorded the positions, incumbents will not be affected, nor will their progress through the previous salary range of their position be affected. Once the position is vacated, the new classification wage rates apply.

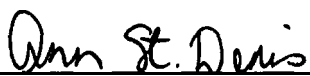
NOTE* If both parties agree to proceed to arbitration as outlined in (ii) then the results are binding. If mutual agreement on arbitration cannot be reached the result is non-binding and the recommendations of the board are subject to ratification in the next collective bargaining process.

Dated this 22nd day of September, 1999.

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL NO. 59**




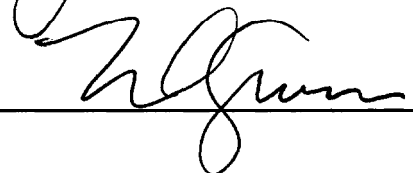
D. Taylor, President



A. St. Denis, Secretary

THE CITY OF SASKATOON





GUIDELINES FOR ADMINISTRATION
OF
C.U.P.E. SICK BANK

1. a) Composition of Joint Committee:

<u>Union</u>	<u>City</u>
S. Schaefer (C.U.P.E. Local No.59)	R. Avant (Chairperson - Corporate Services)
D. Watson (C.U.P.E. Local No. 47)	C.P. Hwang (Utility Services)
D. Siermachesky (C.U.P.E. Local No.859)	M. Sorensen (Infrastructure Services)

b.) Administration (New 1989)

- (i) Utilizing the proper application form, all applications for benefits shall be submitted in writing to the Chairperson of the Committee.
- (ii) All applications shall be processed through the Chair.
- (iii) A meeting of the Committee will be called within fourteen (14) days if during polling of the Committee there is one (1) or more negative responses to an application. The vote taking place at the convened meeting will determine the result of the application in question.
- (iv) Minutes of the Committee's previous meeting will be adopted at the beginning of each Committee meeting.

2. Employee Eligibility Standards

- a. Permanent employees - after twelve (12) months' service as a permanent employee. (Rev. 1992)
- b. Permanent "Seasonal" employees - provided such employee has accumulated twelve (12) months' service - to be eligible to draw benefits from the "Bank" during a period equivalent to the average time worked during the previous three (3) calendar years. The foregoing "equivalent period" to commence as of the commencement of employment in the then current year.

Example of "b"

Period of employment 1971 - May 1 - September 30 (103 working days)
Period of employment 1972 - April 1 - September 30 (125 working days)
Period of employment 1973 - June 1 - September 30 (88 working days)
(Average $316 / 3 = 105$ working days)

Date of appointment 1974 - April I

Employee would be eligible to draw benefits from the "Bank" in accordance with these guidelines, during the five (5) month period commencing April 1, 1974.

- c. Permanent part-time employees after twelve (12) months of accumulated time worked (New 1988).
- d. An employee whose status changes from permanent seasonal to permanent, and has not yet qualified for benefits as a permanent employee, may use the time accumulated as a permanent seasonal employee to qualify for "Bank" benefits (New 1988, Rev. 1992).
- e. Permanent part-time and permanent full-time employees who have worked a combination of permanent part-time and permanent full-time in the twelve (12) months immediately preceding disability, shall be paid benefits at seventy-five percent (75%) of the average gross monthly salary from that twelve (12) month period. (New 1993)

3. Waiting Period

- a. Employees who have expended their sick credits and apply for credits from the "Bank" shall be subject to a waiting period of five (5) consecutive working days, or equivalent number of hours, following expiration of their sick credits, for each occasion of illness. They may, however, exercise the option of charging the five (5) days against accumulated vacation entitlement, if any.
- b. Notwithstanding the foregoing, recurrences of an illness for which credits from the "Bank" have previously been granted, shall not be subject to the waiting period referred to in 3(a) above.

4. Doctor's Certificate

- a. Initial employee requests to draw from the "Bank" shall be accompanied by a doctor's certificate outlining the nature of the illness and the probable length of absence.
- b. Employees on extended periods of benefit from the "Bank" to have their cases reviewed by the Committee every thirty (30) days, and, if required by the Committee, to supply further medical evidence from the attending physician.
- c. For employees requesting benefits due to their participation in a treatment plan authorized by the designated Assessment/Treatment Resource of the City of Saskatoon Employee and Family Assistance Program, requests to the "Bank" shall be accompanied by a letter from the EFAP Coordinator stating the severity of the illness and the probable length of absence.

Correspondence to the "Bank" from EFAP will consist of the following:

- 1. The individual will be absent from work.
- 2. The length of absence.

3. The probable date of return to work.
4. When treatment is completed or incompletd. (New 1990)

5. Sick and Vacation Credits

Any sick leave or vacation credits accumulated during period(s) of receiving benefits from the "Bank" to be used by the end of the following March. No charge against the "Bank" will be made in respect of any sick or vacation credits so taken.

6. Basis of Payment of Salary or Wages

- a. Employees drawing benefits from the "Bank" shall be paid at seventy-five percent (75%) of the basic rate of pay which they would otherwise have been drawing had they not been drawing benefits, less:
 - (i) any required normal payroll deductions, including contributions to the General Superannuation Plan, and
 - (ii) the amount of any other benefit payable to the employee, including CPP disability payments, as escalated, E.I. if applicable, etc., but not including any private and personal coverage. {Revised 1998}
- b. Employees drawing Workers' Compensation in respect of an illness or injury will not be eligible to draw benefits from the "Bank" for such illness or injury.

7. Duration of Benefits

- a. Duration of benefits shall not exceed the amount of past accumulated service, calculated from the date of last entry into the Civic service.
- b. Deleted 8/92
- c. Deleted 8/92
- d. In cases of long-term illness of over six (6) months' duration, the Committee may require the claimant to secure further medical evidence from the attending physician, or, at the Committee's discretion, refer the claimant to a specialist in the field of medicine related to the disability suffered by the claimant. Any costs incurred shall be the responsibility of the claimant.
- e. Notwithstanding anything contained or implied in the foregoing, the Committee, in its discretion, may terminate or reduce a claimant's benefits from the "Bank" at any time.

8. Superannuation

- a. Notwithstanding the provisions of clause 6 (a) above, employees, whilst drawing benefits from the “Bank”, shall be deemed, for superannuation calculation purposes only, to have been drawing pay at one hundred percent (100%) of the basic rate of pay to which they would otherwise have been entitled had they not been drawing benefits.
- b. The difference in employee contributions to the Superannuation Fund occasioned by the actual pay benefit referred to in clause 6 (a) above and the deemed pay benefit referred to in clause 8 (a) above, shall come from the budgetary financial provision for the “Bank” and the “Bank” accumulation debited accordingly.

9. Other Income

An employee who engages in other gainful employment (either within or without the civic service) while drawing benefits from the “Bank” shall not be eligible to draw in total, from the other employment and the “Bank”, a sum which exceeds that payable from the “Bank” alone. It is the employee’s responsibility to apprise the City of the exact amount of other such earnings. (New 1989)

10. Alcoholism

Providing an employee meets the required criteria for benefits from the “Bank”, and becomes involved in a recognized alcoholism treatment program as authorized by the Employee and Family Assistance Program Assessment/Treatment Resource, either as an inpatient or outpatient, the employee may be eligible for benefits from the “Bank”. Progress reports shall be received on each claimant, and, should it be found that the claimant is not making the required effort for rehabilitation, then the Sick Bank Committee may, in its discretion, terminate the individual’s benefits from the “Bank”. (Rev. 1990)

11. a. Appeal Procedure

In the event of an adverse Committee decision on an individual’s claim for benefits from the “Bank”, the claimant may appeal the Committee’s decision, either in person, or, at the claimant’s option, have the appeal made to the Committee by a member of the Union concerned, on the employees’ behalf.

Any appeal must be made to the Committee within thirty (30) days after the Committee’s adverse decision.

b. Impasse

In the event of an impasse the Committee shall be empowered to obtain a second medical opinion completely independent of Union and Management.

The Committee shall name certain physicians, psychiatrists and other medical specialists from whom to obtain a second opinion. The selection of such medical doctor will subject to unanimous approval by the Committee. Payment for the second medical opinion is to come from the "Bank", if the application is supported. If the application is not supported by a second medical opinion, then the applicant shall pay. (New 1989)

In the event of impasse, the matter in question shall be refereed to the City Manager. (Revised 1989, 1998) A hearing shall be convened to discuss the matter with both sides of the dispute. The decision of the City Manager shall be final and not subject to appeal. (Rev. 1989)

Corporate Services
City Hall
Saskatoon, Saskatchewan

May 6, 1977
Revised August, 1977
Revised March, 1988
Revised July, 1989
Revised October, 1989
Revised February, 1990
Revised April, 1992
Revised August, 1992
Revised June, 1993
Revised February, 1994
Revised May, 1994
Revised December, 1998

TERMS AND CONDITIONS OF REARRANGED WORK WEEK

A schedule of rearranged work hours will be designed permitting accumulation of sufficient time such that employees will earn one day off following completion of fourteen (14) extended work days.

Every third (3rd) Friday will be designated as the earned day off, alternate arrangements may be made in accordance with this Memorandum of Agreement.

I. APPLICATION AND EMPLOYEE ELIGIBILITY FOR PARTICIPATION

- Application and participation will be restricted to designated employees presently working full-time hours (i.e. 36 2/3 or 40 hours per week, depending on position).
- Part-time and temporary employees who work less than full-time hours (36 2/3 or 40 hours per week, depending on the position) will be excluded from participation in the rearranged work week.
- Other specific exclusions as outlined.
- Where business requirements currently demand or if circumstances change in the future, employees participating in the rearranged work week will be placed on rotation schedules to facilitate continuance of service on all earned days off.
- Any changes to Part II of this Memorandum of Agreement shall be made by mutual agreement between the City and the Union.

II. APPLICATION BY DEPARTMENT/SECTION WILL BE AS FOLLOWS:

<u>BOARDS and COMMISSIONS</u>	<u>APPLICATION</u>	<u>EXCLUSIONS</u>	<u>DESIGNATED EARNED DAY OFF (EDO)</u>
Saskatoon Public Library	Yes	none	every third (3rd) Friday or rotation
Mendel Art Gallery	Yes	none	every third (3rd) Friday or rotation
Centennial Auditorium	Yes	none	every third (3rd) Friday or rotation
Saskatoon Police Service	Yes	Switchboard	every third (3rd) Friday or rotation
Saskatchewan Place	Yes	none	every third (3rd) Friday or rotation
Corporate Services Department	Yes	none	every third (3rd) Friday or rotation
Community Services Department	Yes	Golf Course Temp. summer staff Indoor Rinks	every third (3rd) Friday or rotation
Infrastructure Services Dept.	Yes	none	every third (3rd) Friday or rotation
Fire & Protective Services Department (EMO)	Yes	none	every third (3rd) Friday or rotation
City Clerk's	Yes	none	every third (3rd) Friday or rotation
Solicitor's	Yes	none	every third (3rd) Friday or rotation

* Other than part-time and temporary employees working less than full-time hours.

III. REARRANGED HOURS OF WORK

- Eligible employees currently working a 36 2/3 hour work week will be required to work fourteen (14) days over a three (3) week period at seven (7) hours and fifty-one (51) minutes per day. After completing fourteen (14) work days at extended hours within the three (3) week block, employees will be eligible for an earned day off designated by the specific application of the rearranged work week to their particular department/section.
- Eligible employees currently working a 40 hour work week will be required to work fourteen (14) days over a three (3) week period at eight (8) hours and thirty-four (34) minutes per day. After completing fourteen (14) work days at extended hours within the three (3) week block, employees will be eligible for an earned day off as designated by the specific application of the rearranged work week to their particular department/section.
- Earned days off may not be banked except as provided for in Clause IV, Paragraph 2.

IV. OVERTIME PROVISIONS

Employees shall be paid overtime for time worked in excess of regular rearranged work hours. For example:

- Eligible employees currently on a 36 2/3 hour work week, eligible for overtime after working seven (7) hours and fifty-one (51) minutes in one day.
- Eligible employees currently on a 40 hour work week, eligible for overtime after working eight (8) hours and thirty-four (34) minutes in one day.

If circumstances arise such that an employee cannot take the scheduled earned day off because of operational restrictions, such day off shall be taken as per mutual agreement with the department manager and in that situation may be banked.

V. VACATION LEAVE

- No additional entitlement shall accrue for vacation leave taken coincident with an earned day off.
- Employees will continue to be eligible for vacation according to contract provisions, with the following conversion to account for changes as a result of the rearranged work week.

<u>Leave Entitlements</u>	No. of Days	<u>Number of Hours</u>	
		<u>Current 36 2/3 hr. employees</u>	<u>Current 40 hr. employees</u>
1 week	5 days	36 2/3	40
2 weeks	10 days	73 1/3	80
3 weeks	15 days	110	120
4 weeks	20 days	146 2/3	160
5 weeks	25 days	183 1/3	200
6 weeks	30 days	220	240

- Vacation leave will be calculated on the basis of the normal hours of work formerly required of each employee. Days off for vacation are therefore deleted from the calendar calculations in determining the number of additional days off an employee receives as a result of the rearranged work week. For example:

<u>Employee Vacation Leave Entitlement (weeks)</u>	<u>Potential Earned Days Off Per Year</u>
0	17.40
1	17.07
2	16.73
3	16.40
4	16.07
5	15.73
6	15.40

In other words, employees working under the rearranged work week will be required to work exactly the same number of hours annually as they did under the previous work schedule.

VI. SICK LEAVE

- No usage of sick leave credits (individual accumulation or sick bank application) shall be allowed on an earned day off.
- Sick leave usage on a regular work day shall be paid as per arranged work hours.

VII. STATUTORY HOLIDAYS

- If an employee's earned day off falls on a statutory holiday, the day off shall be rescheduled immediately prior to or following the holiday, If the employee works on the coincident statutory holiday, the employee shall be paid the premium rate (1 1/2 X) applicable for statutory holiday work and shall be allowed another day off in lieu, to be scheduled at the mutual satisfaction of the department manager and the employee.
- If an earned day off for the majority of employees falls on a statutory holiday or is scheduled in conjunction with a long weekend resulting from a statutory holiday (ie. Friday is the scheduled EDO

Monday is a statutory holiday) the EDO will be rescheduled to the preceding weekend. In any event, no four (4) day weekends will result from the operation of the rearranged work week.

VIII. PAID OR UNPAID LEAVE

- No pay in lieu or rescheduling of days shall be given to employees on paid or unpaid leave. An employee absent in either instance, shall be deemed to have forfeited the earned time off.

XI. PROMOTIONS AND TRANSFERS

- Employees who are promoted or transferred to a department/section whose schedule of earned days off differs from the schedule of earned days off of their former department/section, shall expend their earned day off or portion thereof on the last day prior to movement. The same procedure will apply when an employee is transferred or promoted to a department/section where the terms of the rearranged work week do not apply.
- If work requirements or other management concerns impedes this procedure, the earned day off or portion thereof will be taken by mutual agreement between the employee and the manager of the department/section to which the employee is moving. In any event, the earned day off or portion thereof will be scheduled within three (3) weeks of the formal date of transfer or promotion.

X. TRAINING AND STAFF DEVELOPMENT

- Where the scheduling of a training program conflicts with an employee's earned day off, such day off will be rescheduled or be paid as per a regular day's pay, subject to the employee's personal election.

XI. PAY PROCEDURE

- Employees will continue to receive their pay cheques as per present practice. However, where a pay day falls on an EDO that all employees are taking, the pay day will be observed on the day before the EDO.
- Upon termination, an employee shall be paid for actual hours worked during the last pay period. Any final adjustments regarding disposition of time owed to/by the City will be reconciled at that point in time.

XII. BUSINESS HOURS

- The scheduling of rearranged work hours will accommodate in all respects the business hours of City Hall and other affected operations.
- The Saskatoon Police Service will follow these hours.

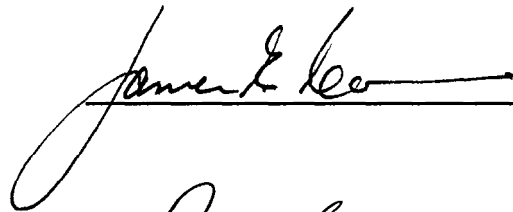
XIII. RELIEF DUTY

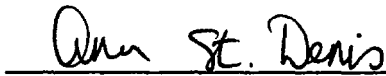
- No premium pay shall be forthcoming for an employee who assumes the duties and responsibilities of an employee in a higher position who is absent on an earned day off,

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL NO. 59

THE CITY OF SASKATOON


D. Taylor, President




A. St. Denis, Secretary



LETTER OF UNDERSTANDING
BETWEEN
THE BOARD OF POLICE COMMISSIONERS OF THE CITY OF SASKATOON
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO.59
REGARDING
THE REARRANGED WORK SCHEDULE FOR SPECIFIED CIVILIAN POSITIONS

- 1.0 Term* The conditions contained herein shall remain in effect until December 31, 2000.
- 2.0 Review: The term and conditions contained herein shall be reviewed by a joint committee of the Union and the Board at least sixty (60) calendar days prior to the expiration of the term defined above, and as requested by either party in the interim.
- 3.0 Positions covered by this Letter of Understanding:
- 3.1 All CPIC OPERATOR I positions.
 - 3.2 All CPIC OPERATOR II positions.
 - 3.3 4 CLERK-TYPIST positions in Central Records, 1 per platoon.
 - 3.4 1 CPIC OPERATOR III position.
- 4.0 Hours of Work:
- 4.1 A day, for the purpose of the Letter of Understanding, shall be defined as 000 1 hours to 2400 hours.
 - 4.2 Employees in positions outlined in 3.1, 3.2 and 3.3 above shall work eleven (11) hours per shift between 0700 hours and 1900 hours or 1900 hours and 0700 hours on a “four (4) shifts on” “four (4) shifts off” rotating basis.
 - 4.3 Employees in the CPIC OPERATOR III positions shall work 36.67 hours per week, five (5) days per week, with two (2) consecutive days off.
- 5.00 Supervision:
- 5.1 A supervisor shall be designated for each shift. This supervisor shall be the employee holding the position of CPIC OPERATOR II for the platoon on duty or the most senior CPIC OPERATOR I on duty shall be paid at Pay Grade 5 subject to Clause 6.1 below.
- 6.0 Superior Duty:
- 6.1 Should the CPIC OPERATOR II assigned to the platoon on duty be absent for a period exceeding one (1) hour, the most senior CPIC OPERATOR I on duty shall be designated to perform substantially the duties of the CPIC OPERATOR II, and shall be paid at the Pay Grade appropriate for the classification for all hours so worked.

Letter of Understanding
Board of Police Commissioner:
Regarding Work Schedule for Specified Civilian Positions

7.0 Public Holidays

- 7.1 Employees not required to work on a Public Holiday shall receive eight (8) hours' pay for that day.
- 7.2 Employees required to work on a Public Holiday shall receive double time (2X) for all hours worked on that day plus their regular salary (i.e. total of triple time)
- 7.3 Permanent full-time employees may elect to take equivalent time off in lieu of the pay bonus provided for in Clause 7.2 above, and may accumulate such bonus time to a maximum of sixty (60) hours. The period of taking such elected time off shall be as mutually agreed upon between the Head of the Department and the employee.

8.0 Earned Time Off

- 8.1 For all employees in positions outlined in Clauses 3.1 ,3.2, 3.3 above, all hours worked in excess of 1914.5 hours per year shall be taken as scheduled earned time off, subject to Article 23-Overtime, in the Collective Agreement.

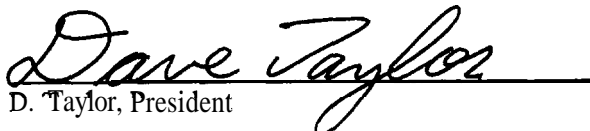
9.0 Scheduling:

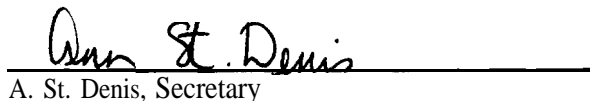
- 9.1 Vacations, other earned time off, and leaves of absence shall be scheduled on the basis of seniority with the approval of the SUPERVISOR, CENTRAL RECORDS, provided the operations of the Department permit.

10.0 Calculations for vacations, sick leave accrual, etc. shall be made on an hour for hour basis.

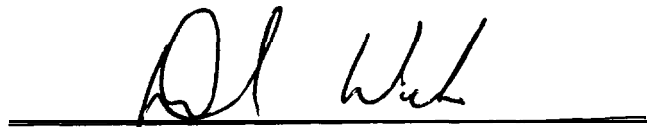
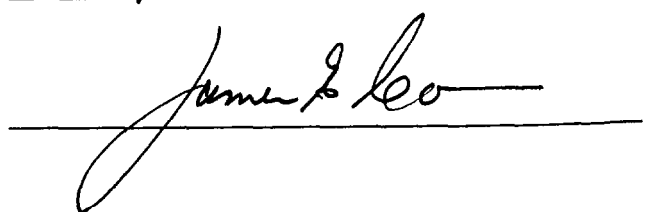
Signed this 21 day of September, 1999.

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL NO. 59**


D. Taylor, President


A. St. Denis, Secretary

THE BOARD OF POLICE COMMISSIONERS

LETTER OF UNDERSTANDING

Between

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 59
(hereinafter referred to as the "Union")

and

THE CITY OF SASKATOON
(hereinafter referred to as the "City")

Layoff Procedure

The City will perform any layoff according to the Collective Agreement.

Where the approximate date of a layoff is estimated, the City shall provide layoff notice:

- a) to permanent employees at the earliest possible date, and
- b) at the date of recall or hire for seasonal and temporary employees.

The layoff notice may be revised if required.

If an employee:

- a) is not on sick leave at the time when layoff notice is given to the employee, and
- b) is disabled and claims sick leave under Article 32.2.5 and Article 32.3.1 Sick Leave,

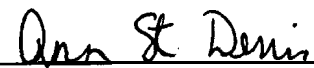
the employee will receive paid sick leave only up to the last day prior to layoff.

Signed this 22 day of September, 1999.

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL NO. 59

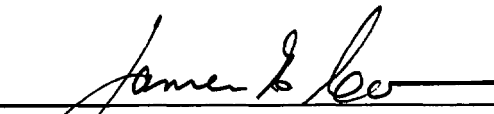



D. Taylor, President



A. St. Denis, Secretary

THE CITY OF SASKATOON





LETTER OF UNDERTAKING

March 27, 1996

To: Mr. Dave Taylor
President
Canadian Union of Public Employees, Local No.59

Dear Mr. Taylor:

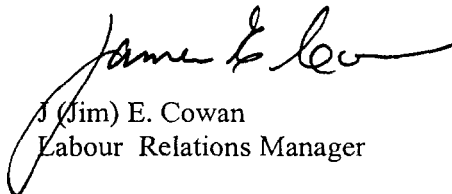
RE: General Superannuation Plan

The Employer undertakes to meet jointly with all unions and associations within the General Superannuation Plan, namely C.U.P.E. Local No.59, C.U.P.E. Local 859, C.U.P.E. Local 47, C.U.P.E. Local 2669, I.B.E.W. Local No.319, A.T.U. Local No.615 and Exempt Staff Association, at which time the Employer will undertake to establish with the parties the process of negotiating pensions. Future negotiations in this regard will be separate and apart from the Administrative Board of Pension Trustees.

Superannuation plan negotiations shall take place when requested by either the Unions or the City. These negotiations shall commence within sixty (60) days of such request, unless otherwise mutually agreed.

No changes to the plan will be implemented unilaterally by any of the parties.

Yours truly,



J (Jim) E. Cowan
Labour Relations Manager

MEMORANDUM OF AGREEMENT

between

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 59
(hereinafter referred to as the Union)

and

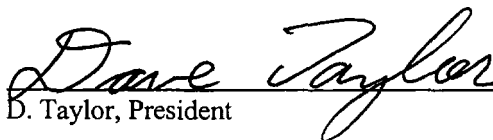
THE CITY OF SASKATOON
(hereinafter referred to as the City)

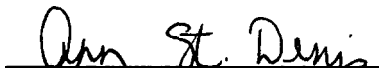
The parties agree as follows:

Errors and omissions excepted, the Employer shall provide an annual list of employees of the bargaining unit to include name, address, and department. Where telephone numbers and current position information is included in the HRIS system, such information will be included annually. The Employer shall undertake to provide a bargaining unit-wide seniority list at the earliest possible date following upon implementation of the HRIS and annually, thereafter. When available, the seniority list shall be posted on the job posting bulletin boards for a minimum of thirty (30) days, The Union shall have an additional thirty (30) days to identify any apparent discrepancies. Whenever possible, the specifics of the discrepancies will be identified. The Employer will continue to provide the Union with monthly area-seniority lists, as per current practice.

Signed this 22 day of September, 1999.

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL NO. 59


D. Taylor, President


A. St. Denis, Secretary

THE CITY OF SASKATOON

