

# Collective Agreement

Between

The city of Regina

and

Regina Outside city Workers, Local 21

Begins:

01/01/2004

Terminates:

12/31/2006

07235 (09)

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THIS AGREEMENT made in duplicate this 16<sup>th</sup> day of December, 2005 A.D.

B E T W E E N :

THE CITY OF REGINA, Hereinafter called "The City"

OF THE FIRST PART

THE CIVIC EMPLOYEES' UNION, LOCAL NO. 21, of the Canadian Union of Public Employees, Hereinafter called "The Union".

OF THE OTHER PART:

PREAMBLE:

WHEREAS it is the desire of both parties of this agreement to maintain the existing harmonious relations between the City and the Members of the Union, to promote cooperation and understanding between the City and its employees, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages, to encourage economy of operation and elimination of waste, and to promote the morale, well being and security of all the employees included in the bargaining unit represented by the Union.

The city and the union, jointly affirm that every employee shall be entitled to a respectful workplace, and encourage and promote the principle of a work environment free of discrimination, harassment, conflict and violence through awareness and education for all employees.

NOW THEREFORE to effectuate the foregoing, the Parties hereto, hereby mutually covenant and agree as follows:

ARTICLE 1 - DEFINITIONS

In this Agreement, unless the context otherwise requires, the expression:

- (a) "Casual Employee" shall mean an employee who has not been appointed to a permanent position.
- (b) "City" means the Corporation of the City of Regina.

- (c) "City Manager" means the appointed City Manager or his/her authorized representative.
- (d) "Council" means the Council of the City of Regina.
- (e) "Director of Human Resources" means the **Director of Human Resources or designate.**
- (f) "Director of the Department" shall mean a person who is the head of a department **or designate.**
- (g) "Hours of Work" shall be governed by the laws of the Province of Saskatchewan and Regulations thereunder except where by agreement such hours of work respecting certain classes of employees may be less than are prescribed by the said Statutes or Regulations.
- (h) "Masculine and Feminine Gender". The words "He", "His", or "Him" where used herein shall be construed as including or referring to a person of the feminine gender, where the facts or context so require.
- (i) "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 Official in charge forthwith and wages therefore at the specified overtime rate shall be paid within the next pay period.
- (j) "Permanent Employee" shall mean an employee heretofore or hereafter appointed to a permanent position by the director of the department. All employees appointed to the permanent staff shall be subject to a twelve (12) month probationary period.
- (k)
  - i) "Service" for the purposes of earning annual increments under Article 18 (B)(2) and vacation entitlement (i.e. 4,5,6 weeks of vacation) under Article 6 means only regular hours worked together with absence from work due to earned annual vacation, statutory holidays, personal sickness covered by sick leave credits or an approved leave of absence, pension disability under bylaws 3125 or 9566, disability under Article 12, occupational injury covered by Workers' Compensation Board payments, maternity leave, paternity leave, adoption leave, a leave of absence under Article 4 (A)(1) and **(2)** and Article 4 (B)(2)(a), a leave of absence for the purposes of apprenticeship training and the initial 30 calendar days of any other approved leave of absence **(subject to the laws of the Province of Saskatchewan and Regulations thereunder)** including disciplinary suspension up to 30 days.
  - ii) "Service" for the purposes of earning vacation credits under Article 6 and sick leave credits under Article 5 means only the regular hours worked together with absence from work due to earned annual vacation, statutory

holidays, personal sickness (to the extent sick leave credits are available), a leave of absence under Article 4 (A)(1) and (2) and Article 4 (B)(2)(a), and occupational injury covered by Workers' Compensation Board payments to a maximum of twelve consecutive months.

- iii) "Service" except as otherwise provided herein, means the time spent by an employee in the actual performance of his/her duties, together with his/her absence from work due to: Annual Vacations, Holidays, Personal Sickness (to the extent he/she has established sick leave credits), Occupational Injury (covered by sick leave credits or Workers' Compensation Board Payments), and authorized leave of absence.
- iv) "Service" as outlined in i, ii and iii above is lost only as a result of loss of seniority as set out in Article 9 (3).
- (l) "Union" means the **Regina Outside City Workers, Local 21 of the Canadian Union of the Public Employees.**
- (m) "Weekly Day Off" means the first day an employee is free from work following the completion of his/her regular five-day work week (i.e. Saturday or such day granted in lieu thereof); or, in the case of shift workers, "Weekly Day Off", will mean the first day he/she is free from work during, or following, a regular shift.
- (n) "Weekly Day of Rest" means the second day an employee is free from work following the completion of his/her regular five-day work week (i.e. Sunday or such day granted in lieu thereof); or, in the case of shift workers, "Weekly Day of Rest", will mean the second day he/she is free from work during, or following a regular shift.

## ARTICLE 2 - SCOPE

This agreement shall apply to all employees (whether temporary, casual or otherwise whatsoever) employed by the City of Regina **in the departments of Community Services, Finance, Engineering and Works and Corporate Services**, except as excluded pursuant to the current effective order of the Saskatchewan Labour Relations Board.

## ARTICLE 3 – UNION RECOGNITION AND SECURITY

### A. Recognition

The City recognizes and acknowledges the Union as the sole collective bargaining agent of the employees who are within the scope of this agreement, and the City hereby agrees to negotiate with the Union and with representatives elected or appointed by the said Union with respect to all the terms and conditions of employment and rates of pay, hours of work of all such employees.

B. Union Security

1. Every employee who is now or hereafter becomes a member of the Union shall maintain his/her membership in the Union as a condition of his/her employment, and every new employee whose employment commences hereafter shall, within thirty (30) days after the commencement of his/her employment, apply for and maintain membership in the Union, and maintain membership in the Union as a condition of his/her employment, provided that any employee in the appropriate bargaining unit who is not required to maintain his/her membership or apply for and maintain his/her membership in the Union shall, as a condition of 21's employment, tender to the Union the periodic dues uniformly required to be paid by the members of the Union.
2. The City shall by notice addressed to the Secretary-Treasurer of the Union, notify the Union within ten (10) working days after the commencement of employment of any new employee of the name and address of such employee and the date of commencement of his/her employment and the classification in which he/she has been employed. In addition the city shall supply a list of employees and their addresses quarterly.

C. Checkoff

1. Upon receipt of written authorization by an employee, the City shall deduct out of the wages owing the employee, the Union dues and the initiation fees of the employee and pay the same to the Treasurer of the Union on or before the fourteenth (14th) day following such deduction.
2. On a pay period basis, the City shall provide to the Secretary/Treasurer of the Union a report detailing the number of employees deducted and the amount of the deductions made in accordance with Clause (C)(1). In addition, the City shall provide, on request by the Secretary/Treasurer, information required by the Union to satisfy its reporting requirements and to ensure the accuracy of the deductions made.

D. Notice Boards

The City agrees to install notice boards for the sole use of the Union, in suitable locations, easily accessible to the employees, for the purpose of posting notices of interest to the Union.

E. Resolutions of Council

The City shall supply the Union with one copy of each City Council meeting public agenda, with reports attached. Such copy shall be made available to the Union at the same time it is made available to the Director of Human Resources. In addition, the Union will receive public committee agendas to be obtained in the same manner. Should the Union



require a specific report referenced in a public committee agenda they may request and receive it from the office of the City Clerk.

F. Attendance at Meetings

Union Officials, members of the Grievance Committee and other employees, shall report to and obtain permission from their respective supervisors when it becomes necessary for them to leave their work for the purpose of attending any meeting connected with Management-Employee relations or Union affairs, and they shall make known their destination and report to their respective Supervisors upon their return from any meeting.

ARTICLE 4 - LEAVE OF ABSENCE

A. Paid Leave

1. Bereavement

Where a permanent employee suffers a death in his/her immediate family, providing the relationship with the decedent and the employee is that of spouse, child, father, mother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law or son-in-law or is of equivalent common-law status; or grandparent, grandchild or equivalent "step" relationship, the employee shall be granted up to three (3) consecutive working days bereavement leave with pay at the discretion of the Director of the Department.

2. Special Leave

"Special Leave of Absence" with pay shall be granted to permanent employees at the discretion of the City and with the approval of the Director of the Department for reasons such as pressing emergency, bereavement in excess of three (3) days or compassionate cause. One-half (1/2) day leave of absence shall be granted to a permanent employee to act as pallbearer at a funeral and additional leave, if required, may be granted at the discretion of the Director of the Department. All leaves of absence granted under this clause shall be deducted from the employee's accumulated "Sick Leave" credits. An employee absence report shall be required when sick leave credits are used for the foregoing reasons.

Permanent employees with less than 75 days accumulated sick leave to their credit must protect 12 days per year for personal illness, and such 12 days are not available for use as 'special leave' as defined above.

Should such employees, having no accumulated sick leave to his/her credit, be required to use such special leave of absence, he/she shall be paid for same and the time so utilized shall be deducted from any future sick leave accumulation as he/she becomes entitled to same. In these instances Pressing Emergency and

Compassionate Cause shall not be deemed to include sickness and injury to the applicant.

3. Leave of Absence for Examinations

An employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations providing the course has been approved by the Human Resources department.

4. Time Off for Voting

- (a) Every employee who is qualified to vote shall, while the polls are open on polling day, have three (3) consecutive hours for the purpose of casting their ballot in the case of municipal, provincial, or federal elections.
- (b) If the hours of their employment do not allow for three (3) hours as specified in paragraph (a), the employee shall be allowed such additional time for voting as may be necessary to provide three (3) consecutive hours.
- (c) The hours for voting referred to in paragraph (a) above shall be at the convenience of the City.
- (d) No deductions shall be made from pay of any employee mentioned in paragraph (a) above, nor shall any penalty be imposed or exacted from him/her by reason of his/her absence from work during the time required for voting.

5. Jury and Witness Duty

In the event that an employee is required to serve as a Juror or to appear in Court as a Witness, he/she shall suffer no loss of pay, providing the Juror's Fee or his/her Witness Fee is paid over to the **Director of Finance** of the City of Regina.

B. Unpaid Leave

1. General

Any employee requesting a leave of absence without pay shall provide reasonable notice outlining the reason for such leave in writing, to the Director of the Department. Upon the approval of the Director of the Department and the Director of Human Resources and insofar as the regular operations of the department will permit, such leave may be granted.

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## 2. Leave of Absence for Union Activities

- (a) In the event any members of the union are appointed delegates to attend conventions and conferences in connection with the union affairs, they shall, provided they have given reasonable notice, in writing, to the Director of the Department, be granted leave of absence without pay to attend same, however, the City agrees to continue in force payment of regular salary, at the same rate of pay as the last day worked, and benefits and the union agrees to reimburse the City 15% of the salary paid during the leave of absence. It being understood, such leave of absence requires the mutual agreement and approval of the director of the department and the union.
- (b) The Union will from time to time, provide to the City a list of officers who may at any time be required to attend to Union business for a period up to and including one working day and the employees so named shall be entitled to take leave of absence without pay upon verbal notice to the Director of the Department concerned.
- (c) Any employee who is selected for a full-time position with the union shall, upon application, be granted leave of absence without pay for a period up to one (1) year.

## 3. Maternity, Parental and Adoption Leave

- (a) Subject to Subclauses (b), (c) and (d) hereof, every employee shall be entitled to maternity, parental or adoption leave in accordance with the provisions of the Labour Standards Act 1995 of the Province of Saskatchewan and amendments thereto.
- (b)
  - (i) Every employee at the date upon which he/she proceeds on maternity, parental or adoption leave, as the case may be, shall receive payment in respect of all accumulated vacation credits.
  - (ii) Notwithstanding the provisions of Subsection (i) hereof, the employee may request, in writing, that all accumulated vacation credits be carried forward for use upon return to work.
- (c) Every employee returning to work shall resume work with no loss of seniority, rate of wages or benefits to the commencement of the maternity, parental or adoption leave.
- (d) For the purpose of this clause, maternity leave shall mean up to and including fifty-two (52) weeks' leave of absence without pay.

4. Medical Certificates – Return to Work

Employees who are on leave of absence without pay for medical reasons may be required to produce a medical certificate at the expense of the City certifying that the employee is able to return to work. The employee shall deliver the certificate directly to **their supervisor. Certificates must be kept in a secure location and confidentially shall be maintained by all concerned parties.**

5. Long Term Leave of Absence - Without Pay - Medical

- (a) Employees who exhaust their sick leave benefits and have no other benefit plan to rely upon are required to request a leave of absence without pay.
- (b) After twelve (12) months of leave, the employee shall renew their leave and provide a medical certificate from their doctor, indicating when the employee may be ready to return to work. Further requests for leave and accompanying medical certificates will be required every six (6) months. Failure to do so would result in the termination of the employee"

ARTICLE 5 - SICK LEAVE

- 1. All permanent employees shall accumulate sick leave credits on a bi-weekly basis at the rate of 0.061602 hours per hour of service as a permanent employee up to a maximum of 1828 hours.
- 2. Employees shall be entitled to payment for absence from work due to sickness to the extent they have established sick leave credits under Clause (1) hereof.
- 3. All employees covered by this agreement having at least ten (10) years' continuous service as defined in **Article 1 (k)(i)** as a permanent employee and at least thirty (30) day's Sick Leave Credit upon severance of employment with the City, except by dismissal, shall be paid at his/her regular rate of pay in the amount of fifty (50) percent of all accumulated Sick Leave the employee may have to his/her credit or seventy-eight (78) days whichever is the lesser (i.e. twenty-nine days' credit - Payment Nil, thirty (30) day's credit - Payment fifteen (15) days).  
  
However, in the event an employee must sever employment with the City on compassionate and/or extenuating grounds, for reasons such as death or personal ill health or physical infirmity, the ill health of his/her wife or children or any others who may be dependent upon such employee, or a transfer of obligation on the part of the employer, and who has at least five (5) years of continuous service as defined in **Article 1(k)(i)** as a permanent employee, shall be entitled to all the benefits provided in this Clause.
- 4. Employees who are receiving benefits under the Workers' Compensation Act and/or regulations made thereunder, shall not be paid for absence from work due to sickness, excepting where Workers' Compensation Benefits which are classified as

total temporary Disability Benefits are terminated and replaced with partial wage loss or supplemental wage loss benefits which benefits are to be credited to the City and credited to the employee's Sick Leave Credits based on a conversion of benefits received to hours of Sick Leave Credits.

- 5. Each employee claiming sick pay under the provisions of this agreement, shall be required to complete an employee absence report for absence not exceeding five (5) working days, declaring that his/her absence was a result of personal sickness. If an employee is absent from work through sickness for a period exceeding five (5) working days, he/she shall, in addition produce a medical certificate, signed by a duly qualified Medical Practitioner, certifying the said employee was unable to perform his/her work due to personal sickness.
- 6. For the purpose of this Article, sickness shall include non-occupational injury or injury not covered by the Workers' Compensation Act and/or Regulations made thereunder, provided however, that absence from work due to illness or injury resulting from misconduct on the part of an employee shall not be paid for.
- 7. The City reserves the right to call for an examination of any employee who is absent from work due to sickness. Such examination shall be conducted by a qualified medical practitioner appointed by the City.
- 8. Every employee who absents himself/herself from work on account of sickness shall, wherever possible, notify his/her department prior to commencement of his/her regular work day and failure to do so, unless notification is shown to have been unavoidable and satisfactory proof of disability is furnished, may deprive such employee of such sick leave as normally would have accrued to him/her.
- 9. In the event an employee is laid off, his/her sick leave credits shall be retained to his/her credit for a period of twelve (12) consecutive months. At the expiration of the said twelve (12) months, the sick leave credits the employee has to his/her credit shall either be cancelled or, the fifty percent (50%) vested interest to which he/she is entitled under clause 3, hereof, shall be paid out.
- 10. For the purpose of this Article, the following shall be applicable:

One (1) Day Sick Leave Usage:

8 hour shift 5/5/5 work week	8 hours
8.5 hour shift 5/5/4/ work week	8.5 hours
9.0 hour shift	9.0 hours
10.0 hour shift	10.0 hours
12.0 hour shift	12.0 hours

ARTICLE 6 - ANNUAL VACATION

1. All permanent employees shall accumulate vacation credits with pay on an hourly basis at a rate determined in accordance with the employees "service" as defined in Article 1 of the collective agreement.
2. Vacation leave credits shall be accumulated at the following rates:

<u>Service as in Article 1 (k) (i)</u>	<u>Vacation Credit Per Hour of Service Article 1 (k) (ii)</u>
First 7 years	0.061602
Start of Year 8 to end of Year 15	0.082136
Start of Year 16 to end of Year 23	0.102669
Start of Year 24 and thereafter	0.123203

Note: The time set out above includes the time worked as a casual employee immediately prior to becoming a permanent employee in accordance with the Smith Arbitration Award dated July 12, 1985)

3. Employees may be permitted to take the full holiday to which they would be entitled at any time during the normal holiday season.
4. Employees, who leave the City and have not received their accrued annual vacation, shall be allowed pay in lieu of earned vacation as calculated above.
5. When a holiday falls within an employee's annual vacation, such employee shall be given an additional day of annual vacation in lieu of the holiday at a time mutually agreeable between the employee and the Director of the Department.
6. Sick Leave may be substituted for vacation where it can be established by the employee and substantiated by a Doctor's certificate that an illness or accident occurred prior to or while on vacation. Should such illness or accident occur it will be the responsibility of the employee to notify the Director of the Department.
7. The maximum number of vacation hours with pay employees may have to their credit at any given time is as follows:

<u>Service as in Article 1(k)(i)</u>	<u>Vacation Hours</u>
First 7 Years	256
Start of Year 8 to end of Year 15	340
Start of Year 16 to end of Year 23	639
Start of Year 24 and thereafter	765

In each year after an employee's initial year of service, as a permanent employee, the employee must utilize a minimum of one hundred twenty (120) vacation credit hours. After ten years of service, employees must utilize a minimum of one hundred sixty (160) vacation credit hours in each year of service.

8. All pay for the period of earned vacation, if requested by the employee at least fourteen (14) calendar days in advance of the commencement of the vacation period, shall be payable prior to taking such leave.
9. Upon retiring from the City, the employee shall be entitled to **vacation** pay not in excess of the unused current and accumulated **vacation** credits as set forth in Clause (8) hereof.
10. Employees performing superior duty for 6 months in any one or more classifications in a payroll year shall be paid in the following manner:
  - i) regular base rate at the time of vacation  
and
  - ii) an adjustment at the end of the payroll year to provide 3/52 or the applicable vacation entitlement rate of the superior duty pay, which was earned in that payroll year.
11. For the purpose of this Article, the following shall be applicable:

One (1) Day Vacation Leave Usage

8.0 Hour shift 5/5/5 work week	8.0 hours
8.5 Hour shift 5/5/4 Work week	8.5 hours
9.0 Hour shift	9.0 hours
10.0 Hour shift	10.0 hours
12.0 Hour shift	12.0 hours

ARTICLE 7 – STATUTORY HOLIDAYS

1. Except as otherwise provided herein, the following shall be observed as holidays without deduction of pay therefore, and no employee shall be required to take time off in lieu of pay therefore:
  - New Year's Day
  - Good Friday
  - Easter Monday
  - Victoria Day
  - Canada Day

- Saskatchewan Day (provided, however, that should the City of Regina proclaim or declare the Monday of Exhibition Week a Civic Holiday pursuant to the provisions of the **Cities Act**, then said Civic Holiday shall be deemed to be in lieu of the said Saskatchewan Day).
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day (or any other day declared or proclaimed in lieu thereof).
- Any further day or portion thereof other than those specified above becoming a holiday in accordance with the provisions of the **Cities Act**, or when so proclaimed by **Federal** or Provincial Authorities.

## 2. Observance of Holidays

The observance of the above holidays may be made on days other than the calendar date when so proclaimed by **Federal**, Provincial or Civic Authority.

## 3. Work on Holidays

- (a) When an employee is required to work on a holiday, he/she shall be paid, in addition to his/her regular wage or salary for that day, two **(2)** times his/her regular rate of pay for each hour or part of an hour he/she is required to work on the day the holiday is observed by the City.
- (b) The provisions of Article 17, Clause (1) of this agreement shall not apply to work on a holiday.

## 4. Holidays Held on Off Days

- (a) When a holiday occurs on a day which coincides with the weekly day off and/or day of rest of an employee who regularly works from Monday through Friday, the following Monday and/or Tuesday shall be deemed to be a holiday in lieu thereof.
- (b) When a holiday falls on a day which coincides with the weekly day off and/or day of rest of an employee whose days of work differ from the above, the employee shall be paid for the holiday at straight time for each such occurrence.

## 5. Absence on Holidays

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



- (a) While in receipt of Workers' Compensation Benefits not supplemented by the City.
- (b) While on lay-off.

**Employees on approved leave of absence (without pay) or while under warranted suspension from work during any portion of the four (4) weeks prior to a statutory holiday will be entitled to statutory holiday pay in accordance with Labour Standards.**

- 6. A work week will be reduced 8.0 Hours (8.5 hours for employees on the 5/5/4 work week) for every statutory holiday that occurs during that week. This provision does not apply to employees working twelve hour shifts.

## ARTICLE 8 - GRIEVANCES AND DISPUTE RESOLUTION

### A. Grievances

#### 1. Grievance Defined

A grievance for purposes of this agreement is defined to be a dispute, difference or disagreement between the City on the one hand and the Union or an employee or employees on the other hand; which dispute, difference or disagreement pertains to the following:

- (a) Any matter relating to the terms and conditions of employment or rates of pay, hours of work of any employee or employees;
- (b) Any matter involving the interpretation of any provision of this agreement.
- (c) Any matter involving the alleged violation of any provision of this agreement.

#### 2. Informal Discussion

- (a) Whenever possible, the Employee/Union will discuss complaints with the supervisor and/or manager prior to filing a formal grievance. If a matter cannot be resolved through discussions, then the Union and employee may initiate the grievance procedure as outlined below.

#### **Initiating a Grievance**

- (b) When an employee has a grievance, he/she shall, within seven (7) consecutive working days following the act or omission giving rise to such grievance, state his/her grievance in writing addressed to the Union and shall thereafter be heard by a Committee of the Union. The Union shall

thereupon and thereafter have the right to interview and obtain information pertaining to the grievance from any employee or any other person believed to have knowledge of the grievance.

### **Selection Grievances**

- (c) Where the grievance is based on selection, the successful applicant shall be advised of the grievance within fourteen (14) days of the filing of the grievance.
3. Step 1 - The Union shall, within seven (7) consecutive working days after receipt of the grievance, have the right to make a submission to the Director of the Department concerned and the Director of Human Resources. After filing the grievance the parties may mutually agree to advance the grievance to Step 2 as outlined in Article **8(A)(4)**. In making application for a hearing the Union, shall outline, in writing, the matter complained of **and the settlement sought**. The hearing shall be held within seven (7) consecutive working days of the application being made, and the Union may have the employee or employees concerned present at the hearing. The Director of the Department shall, within seven (7) consecutive working days following the hearing, give his/her decision and reasons in writing to the Union.
  4. Step 2 - The union shall have the right to appeal the decision of the Director of the Department to the City Manager, or his/her designate. In so doing, the union shall file with the City Manager, or his/her designate, a written statement of the claim along with reasons for lodging the appeal. A copy of the decision and reasons of the Director of the Department shall be submitted with the statement of claim. The appeal shall be filed with the City Manager, or his/her designate, within seven (7) consecutive working days following receipt of the decision of the Director of the Department. It is understood that the same individual will not hear both step 1 and step 2.
  5. The City Manager, or his/her designate, shall hear the appeal within seven (7) consecutive working days after it has been filed with him/her and shall give his/her decision within seven (7) consecutive working days after the conclusion of the hearing.
  6. Step 3 - Any grievance which is not settled by the procedures set forth may be referred to a Board of Arbitration by either party to this Agreement. Application for the establishment of a Board of Arbitration must be made by either party within forty-five (45) calendar days of the date the decision of the City Manager, or his/her designate, is rendered. Alternatively, by mutual agreement, the parties may, within thirty (30) consecutive working days of the City Manager's decision, agree to utilize the expedited arbitration process outlined in seventeen (17) below **or non-binding grievance mediation**.

7. When either party requests that a grievance be submitted to a Board of Arbitration, the request shall be made by registered mail addressed to the other party of the agreement, indicating the name of its nominee on the Arbitration Board. Within seven (7) days thereafter the other party shall answer by registered mail indicating the name and address of its nominee to the Arbitration Board. The two nominees shall then meet to select an impartial chairman.
8. If the recipient of the notice fails to appoint a nominee, or if the two nominees fail to agree upon a chairman within seven (7) days of appointment, the appointment shall be made by **Minister of Labour**, upon request by either party.
9. The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representation to the Board. It shall hear and determine the difference or allegation and render a decision within sixty (60) days from the time the chairman is appointed.
10. The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairman shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration have the power to change this agreement or to alter, modify or amend its provisions. However, the Board shall have the power to dispose of any discharge or a discipline grievance by any arrangement which in its opinion it deems just and equitable.
11. Should the parties disagree as to the meaning of the decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision which it shall do within three (3) days.
12. When either party applies for the establishment of a Board of Arbitration, each party shall pay the fees and expenses of their own nominee and shall each pay one-half of the cost of the fees and expenses of the Chairman.
13. The authority making the final decision shall determine the financial or other arrangements to be made in the case of any suspension, dismissal or demotion.
14. This section shall, at all times, be subject to the provisions of the Laws of the Province of Saskatchewan and Regulations thereunder and not in any sense, be in derogation of the rights of the respective parties hereto under the said law.
15. Notwithstanding the provisions of Clauses six (6) through fourteen (**14**) hereof, the City and the Union may, by mutual consent, waive the provision to refer the grievance to a Board of Arbitration and elect to take the grievance to a single Arbitrator whose decision shall be final and binding and enforceable on all parties.

It is agreed that each party shall pay one-half of the cost of the fees and expenses of the Arbitrator.

16. The time limits as set out in the various clauses herein may be extended by mutual agreement.
17. EXPEDITED ARBITRATION:
- (a) By mutual agreement, the procedures as set out herein may be used after step 2 of the grievance procedure.
  - (b) Once a grievance has been referred to the expedited arbitration process, it shall be heard by an Arbitrator within sixty (60) days.
  - (c) Unless mutually agreed otherwise and exclusive of terminations and promotional grievances, arbitrations will be scheduled into the available hearing dates in the order of the date on which the Union referred the case to arbitration. It is agreed that termination and promotional grievances take precedence and such grievances will be assigned the next available arbitration hearing date whenever possible or as may otherwise be mutually agreed by the parties. Any other case the parties mutually agree ought to be heard expeditiously may also be given precedence.
  - (d) Subject to the approval set out in clause (a) hereof, the following criteria shall be used to determine appropriate grievances for expedited arbitration:
    - (i) only grievances that seek an individual settlement, i.e. settlement applies only to the griever, would not result in a similar claim by other employees, shall have no precedential value and shall not thereafter be referred to by the parties in respect to any other matter in any other setting.
    - (ii) grievances that have limited depth regarding complex legal issues.
    - (iii) concerned with grievances that involve the interpretation and application of alleged violation of the collective agreement.
    - (iv) expedited grievance arbitration is appropriate where there is a limited range of solutions or single solution to the concern raised in the grievance.
  - (e) On agreement that a case be expeditiously arbitrated, the parties will draw the arbitrator by chance from a list mutually agreed and the Arbitrator will act as a single Arbitrator on the matter.
  - (f) The parties shall limit their use of representatives to the following:
    - Union: Staff representative or elected officer
    - Employer: Department or Human Resources staff

- (g) The representatives of the parties shall meet within five (5) working days prior to the hearing to discuss the issues including, but not limited to, the evidence, the procedure, and any other means of expediting the process.
- (h) The documents tabled with the arbitrator shall include:
  - (i) collective bargaining agreement;
  - (ii) grievance statement and replies;
  - (iii) agreed statement of facts;
  - (iv) any cases that parties intended to rely on (limit two from each);
  - (v) a brief statement of each party's position and argument (one page each); and
  - (vi) where possible, an agreed statement as to the exact difference that the parties want decided.
- (i) The maximum number of cases to be scheduled in one day is two.
- (j) The maximum time allotted to hear each case is three (3) hours. the parties will endeavour to abide by this time limit; extensions may occur by mutual agreement,
- (k) The parties shall follow the following procedural guidelines:
  - (i) documents tabled;
  - (ii) brief opening statement by each of the parties;
  - (iii) witnesses (maximum two per party), examined, cross-examined and questioned by Arbitrator;
  - (iv) final argument (Brown and Beatty, or similar texts may be cited);
  - (v) the hearing will be conducted in an informal manner with limited objections and without concern for procedural irregularities;
  - (vi) Arbitrator *may* attempt to mediate, e.g. propose a possible resolution if the parties agree and if the case has not previously been through the mediation process;

- (vii) Arbitrator *may* issue a verbal decision immediately. Within three (3) working days a written decision shall be rendered setting out the reasons which the Arbitrator deems necessary to convey a decision. Decision and reasons are limited to two pages. the decision of the single Arbitrator will be final and binding on the parties;
  - (viii) the parties will equally share the cost of fees and expenses of the Arbitrator;
  - (ix) the grievor and manager/supervisor who are party to the case and one representative of the Union shall be granted leave with pay to be present at the arbitration; and
  - (x) the grievance may be removed form the expedited process at any time prior to the expedited hearing.
- (l) The terms of this agreement may be changed at any time by mutual agreement of both parties.
  - (m) The terms of requirements of this agreement may be waived by mutual agreement for any specific grievance.
  - (n) Expedited arbitration awards shall not set a precedent and shall not be referred to by the parties in respect to any other matter.
  - (o) All settlements of expedited cases prior to the hearing are made on a without prejudice basis and shall not be referred to by the parties in respect of any other matter.
  - (p) The decision of the Arbitrator shall be final and binding and enforceable on all parties but in no event shall the Arbitrator have the power to change the collective bargaining agreement or to alter, modify, or amend its provisions. However, the Arbitrator shall have the power to dispose of any discharge or discipline grievance by any arrangements which, in its opinion, it deems just and equitable.
  - (q) Should the parties disagree as to the meaning of the decision either party may apply to the Arbitrator to clarify the decision which it shall do within ten (10) days.
  - (r) The Arbitrator may determine the financial or other arrangements to be made in the case of any suspension, dismissal, or demotion.

## B. Committees To Be Heard

Any properly authorized committee of the Union shall, upon written request, be accorded a prompt hearing by the Director of Department concerned, the Director of Human Resources, the City Manager and the City Council in their respective order.

### ARTICLE 9 - SENIORITY

1. After having completed six (6) months of employment, the seniority of the employee shall date from the time he/she last entered the employ of the City or Board of Police Commissioners, whether or not such entrance falls under the jurisdiction of this Union or another Union having a contract with the City, or in the case of Civilian members of the Regina Police Association having a contract with the Board of Police Commissioners.
2. Having acquired seniority in accordance with the provisions of Clause (1) hereof, the employee's seniority shall not cease because of.
  - (a) Sickness;
  - (b) Accident;
  - (c) Vacation;
  - (d) Approved leave of absence;
  - (e) Lay-off of less than twelve (12) consecutive months.
3. The employee's seniority shall cease, however, if the employee:
  - (a) Voluntarily leaves the employ of the City;
  - (b) Is dismissed and such dismissal is not disallowed through the grievance procedure provided in Article 8 hereof;
  - (c) Is absent without proper leave;
  - (d) After lay-off, fails to report for work within seven (7) days after notification to his/her address on record with the Human Resources Department, unless he/she furnishes reasons for such failure satisfactory to the Director of the Department;
  - (e) Is not employed by the City for a continuous period in excess of twelve (12) months;
  - (f) Overstays a vacation period or approved leave of absence without reasonable cause.
4. Effective January 1, 2006 one seniority list will be established that includes permanent and casual employees. This list will be the basis for any other seniority lists that may be required. (e.g. division lists) Permanent employees shall be placed on the list in order of seniority, followed by casual employees, in order of accumulated seniority (in hours), followed by newly hired employees regardless of permanent or casual status. The parties will

determine the order of seniority when more than one employee is hired on the same day.

The initial seniority list will be mutually agreed between the parties. An employee may challenge his/her placement on the initial seniority list for up to ninety (180) days from the effective date of the list.

The employee shall submit his/her appeal on the appropriate form to the Human Resources Department with a copy to the Union. The appeal shall include all evidence he has supporting the claim. The parties will consider the information supplied and issue a written decision on the appeal to the employee. Any amendments to an employee's seniority as a result of an appeal shall be effective the date the amendment is agreed to by the parties. Appeals submitted after the ninety (180) day period will not be considered.

The City agrees to provide to the union, 1 (one) seniority list, free of charge, in January of each year. The seniority list will specify each employee's status i.e. permanent or casual.

#### ARTICLE 10 - VACANCIES AND NEW POSITIONS

1. When vacancies in the permanent staff occur or new positions of a permanent nature are created in any department, a notice thereof outlining the position and grade shall be forwarded by the Director of Human Resources to all departments of the City, to the Recording Secretary of the Union and to the Recording Secretary of all other Civic Unions, having agreements with the City. Such notice shall set forth the minimum rate of pay to apply and shall be posted for twenty-one (21) calendar days. Notice of vacancies or of intention to fill a new position shall be given within three (3) working days after the Director of Human Resources is made aware of such vacancy or new position. In the event the City does not fill such vacancy or new position within one month, the City shall notify the Union of intentions for the position.
2. In filling vacancies or new positions in the classification of supervisor within the scope of this agreement, the most qualified applicant who possesses the necessary qualifications shall be selected. However, where the qualifications of two or more applicants are relatively equal, seniority, in accordance with Article 9, shall be the governing factor.
3. (a) In filling vacancies or new positions within the scope of this agreement, except as outlined in Clause 2 hereof, the City shall follow the principle of seniority, in accordance with Article 9, and Schedule B, Clause 5 (a) together with the qualifications necessary to perform the duties required for the position to be filled.



- (b) In the event of a vacant position within CUPE Local #7's jurisdiction and there has been no appointment in accordance with Article 10(2)(a) of Local #7's agreement, the employer shall proceed in accordance with Article 10(3)(a) of this agreement.
- (c) The name of the successful applicant will be provided to those employees not selected to fill a vacancy.
- (d) The principle of appointment and the procedure hereinbefore set forth shall apply to the succeeding vacancies, consequent upon any such appointment.

4. **Vacancies Created Within Thirty (30) Days of Appointment**

- (a) **When an employee elects to revert to their former position and this reversion occurs in thirty (30) days or less from the appointment date or the position is vacated within thirty (30) days of appointment, the position will not be re-bulletined.**
- (b) **The City will fill the vacancy from the original list of applicants in accordance with Article 10 Clause 2 or 3, dependant on the position.**

5. When at any time a department is engaging additional employees, the most senior permanent employee covered by this agreement laid off, if any, shall be re-engaged in accordance with 10(3)(a). If there are no laid off permanent employees, the position available shall be bulletined.

- 6. (a) A qualified employee having accepted an appointment to a position within or beyond the scope of this agreement shall be allowed three (3) months in which to prove himself/herself capable of filling the position.

If such employee does not prove himself/herself capable of filling the position, or if he/she so elects, he/she shall revert to his/her former position without prejudice. Other individuals promoted or transferred as a consequence of the original promotion or transfer shall also be returned to their former positions without prejudice.

By mutual agreement between the Director of Human Resources and the Union the Three (3) month probationary period may be extended or reduced.

- (b) Notwithstanding the foregoing, a qualified employee having accepted appointment to a position in accordance with Article 10, clause 2 shall be allowed nine (9) months in which to prove himself/herself capable of filling the position.

If such employee does not prove himself/herself capable of filling the position concerned or if he/she so elects he/she shall revert to his/her former position without prejudice. Other individuals promoted or transferred as a consequence of the original promotion or transfer shall also be returned to their former positions without prejudice.

By mutual agreement between the Director of Human Resources and the Union the nine (9) month probationary period may be extended or reduced.

7. (a) Management may from time to time create term positions (i.e. A position created to complete or assist in the work connected with a defined project or special operation). When management so declares a term position to be in existence and if the position is to exist for a period of six (6) months or more, the position will be bulletined for fourteen (14) calendar days and filled in accordance with Article 10, (3) (a), except that if no applicant-employee is found qualified, the City may appoint a person from outside the employ of the City.
  - (b) A permanent employee appointed to a term position under 8 (a) above will be compensated on an acting pay basis and will have all rights protected in his/her permanent home position and continue to acquire and exercise seniority in that home position.
8. After an individual has accepted an appointment to a permanent position within the scope of this agreement, the Union shall be advised by the Human Resources Department of the name of the successful appointee.

#### ARTICLE 11 – LAYOFF AND RECALL

##### A. Reduction in Staff

When a reduction in staff becomes necessary in a **Department**, the employee last engaged shall be the first to be laid off, and to the extent that the organization of the department permits, the principle of progressive demotion in relation to comparative lack of seniority shall apply; provided, however, employees whose services are necessary to ensure efficient operation, may be retained irrespective of their length of employment.

#### ARTICLE 12 - DEATH AND DISABLEMENT BENEFITS

For the purpose of the Article, the following definitions shall apply:

"Salary" shall mean the basic rate of pay as from time to time set forth in the schedules forming part of this agreement and where the schedule sets forth pay ranges, it shall refer to the step in the range enjoyed by the employee at the time of death or disability, but shall not include superior duty pay.

"Dependent child" of an employee means an unmarried child who is less than eighteen (18) years of age or is eighteen or more years of age but is less than twenty-five (25) years of age and is in full time attendance at a school or university, and may include a handicapped child who is wholly dependent on the employee.

"Disability" or disabled" shall mean a disability resulting from an employee's employment with the City which is certified as rendering the employee unable to perform the duties of his/her employment with the City.

"Certified" in relation to an employee's disability means certified at the request and the expense of the City by two qualified medical practitioners, one of whom shall be named by the City and the other by the Union.

(A) Death Benefits in case of death of an employee occurring after December 31, 1982.

1. (a) In the event of the death of a permanent employee, the City shall guarantee to the spouse and dependent children an amount equal to 95% of the amount of the monthly salary such employee would have received if living and continuing in the employ of the City in the same or equivalent classification and step in the pay range in which he/she was employed at the time of his/her death.
- (b) In the event of the subsequent death of the spouse, the benefit shall; continue to be payable, effective the first day of the month following the death of the spouse, at the rate of eighty (80) percent of the gross applicable salary, to be divided equally among the dependent children.
- (c) In the event of the death of a permanent employee leaving no spouse, but a dependent child or children, the benefit shall be payable effective immediately at the rate of eighty (80) percent of the gross applicable monthly salary, to be divided equally among the dependent children.
2. In calculating the amount to be paid by the City in any month, the following items may be deducted from the salary from time to time in effect:
  - (a) Any taxes or other deductions required by law and, until the date on which the employee would have reached compulsory retirement age had he/she lived, 95% of the amount he/she would have been required to pay toward superannuation under the pension bylaw of the City.
  - (b) The amount of any pension, annuity or insurance settlement not personally contracted for by such deceased employee, his/her spouse or dependent children otherwise than by virtue of the employment of such employee. Such deductible amounts shall include but not be specifically limited to any benefits paid by the Workers' Compensation Board, the City of Regina, the Canada Pension Plan (Primary Benefits only), the Criminal Injuries

Compensation Board or a claim or suit in tort made against any person in respect of the death of such employee. In the event the foregoing benefits take the form of a lump-sum settlement rather than a monthly allowance, such amounts shall be spread over a ten-year period to determine the monthly amount deductible. With the exception of proceeding with litigation, it shall be the responsibility of the employee's estate to apply for every benefit available before taking advantage of the provisions of this Clause. The City will provide to the employee's estate reasonable assistance to facilitate the recovery of all such benefits referred to in this Section, except in respect to any suit in tort.

3. The City's liability hereunder shall continue:
    - (a) In the event of the death of an employee leaving a spouse, and/or dependent child or children.
    - (b) In the event of the death of an employee leaving no spouse but a dependent child or children until they cease to be considered dependents under the definition hereinbefore set forth in this Article.
    - (c) In no event beyond the date at which such deceased employee would have been entitled to full and compulsory pension retirement from the City has his/her death not occurred, at which time the pension shall be paid to the spouse and dependent children as provided for in the Civic Pension Plan.
  4. In the event a spouse abandons or deserts any dependent children the City shall have the right to direct that any payment forthcoming, by virtue of these provisions, shall be paid to the benefit of such children.
  5. Notwithstanding any of the foregoing, the City shall not be liable hereunder with respect to the death of any employee which shall occur:
    - (a) As a result of an accident obviously not related to his/her duties and employment as an employee of the City, or
    - (b) As a result of an illness obviously not contracted by reasons of his/her duties and employment as an employee of the City
- (B) Consideration for disability benefits shall be given to applications received by the City after December 31, 1982, as per the following:
1. In the event a permanent employee becomes disabled, upon application by the employee or spouse of the employee or department head, the employee shall be entitled to full salary for the first two **(2)** years of such disability and thereafter 90% of full salary subject to the provisions of clause four **(4)** of this section.

2. In calculating the amount to be paid by the City in any month, the following items may be deducted from the salary from time to time in effect:
  - (a) Any taxes or other deductions required by law, and for the first two (2) years of his/her disability 100% and thereafter 90% of the amount he/she would have been required to pay toward superannuation under the pension bylaw of the City.
  - (b) The amount of any pension, annuity or insurance settlement not personally contracted for by such employee, his/her wife or dependent children otherwise than by virtue of the employment of such employee. Such deductible amounts shall include, but not be specifically limited to, any benefits paid by the Workers' Compensation Board, the City of Regina, the Canada Pension Plan (primary benefits only), the Criminal Injuries Compensation Board or a Claim or Suit in tort made against any person in respect of the Disablement of such employee. However, the independence allowance paid by the Workers' Compensation Board will be excluded from the deductible amounts. In the event the foregoing benefits take the form of a lump-sum settlement rather than a monthly allowance, such amounts shall be spread over a ten (10) year period to determine the monthly amount deductible. With the exception of proceeding with litigation, it shall be the responsibility of the employee to apply for every benefit available before taking advantage of the provisions of this clause. The City will provide to the employee reasonable assistance to facilitate the recovery of all such benefits referred to in this Section, except in respect to any suit in tort.
  - (b) Fifty (50) percent of the gross amount of any remuneration an employee receives should he/she become gainfully employed outside the City service, provided the said 50% is less than the benefit payable under the provisions of this Clause.
  - (d) An 'application' shall be completed by the employee with pertinent data to start the application process.
3. The City shall not be liable to pay Disability Benefits if
  - (a) The employee secures gainful employment outside the City for which the remuneration exceeds the benefit payable under the provisions of this Clause by 50% or more, or
  - (b) In the event the disablement resulted from an accident obviously not related to his/her duties and employment as an employee of the City, or

- (c) In the event the disablement resulted from an illness obviously not contracted by reason of his/her duties and employment as an employee of the City.
  - (d) On and after the date such employee would have been compulsorily retired under the provisions of the Civic Pension Plan, at which time the employee will be paid his/her pension in accordance with the provisions of the Civic Pension Plan.
  - (e) In the event, and on the date an Income Continuance Plan is implemented provided the benefits of such Plan are at least equal to the provisions of this Clause. However, should such Income Continuance Plan subsequently be terminated, the provisions of this Article shall forthwith be restored.
  - (f) On death of the employee, in which event, the provisions of Section (A) will apply.
- 4.
- (a) Not more frequently than once every twelve (12) months following the commencement of an employee's disability the City may request that the disability be certified.
    - (i) Whereupon a program of rehabilitation is made available at the expense of the City and the medical practitioners certify that the program may enable the employee to perform the duties of a position within the scope of this agreement and the City Hall Administrative Staff Union, Local #7 Agreement, the employee shall receive full salary of his/her original position while participating in such program.
    - (ii) If an employee elects not to participate in a program of rehabilitation that is certified as being appropriate for such employee, the benefit shall be reduced by 50% of full salary for the first two (2) years from the date of application for Article 12 and to 45% of full salary thereafter.
    - (iii) If at the completion of such program or any earlier date it is certified that the employee's disability will not enable him/her to perform the duties of such position, the employee shall continue to receive the benefits to which he/she is entitled by reason of his/her disability.
  - (c) (i) Whereupon a disabled employee is offered a permanent position within the scope of this Agreement or the City Hall Administrative Staff Union Local, #7 Agreement, which he/she is certified as being able to perform, and the employee accepts such offer, he/she shall be paid at least the current rate of his/her former position. The City shall

make such offer only to an employee who is qualified by education, training and experience to perform the duties of the position offered.

- (ii) An employee who is certified as able and qualified to fill a permanent position, who elects not to accept such offer shall have his/her disability benefits reduced by 50% of full salary for the first two (2) years from the date of application for Article 12 and to 45% of full salary thereafter.
5. The City is obliged to continue to strive to identify alternate employment within the City and taking into consideration the fullest capabilities of the employee.
  6. A permanent employee who is disabled as provided in this Article shall continue to be an employee of the City until his/her death or until he/she reaches the compulsory retirement age, whichever be the sooner. Upon reaching retirement age he/she shall be paid his/her pension. An employee receiving benefits under this Article will not accrue sick leave and vacation credits unless rehabilitated and employed in alternate employment as herein before provided.

#### (C) Medical Tribunal

1.
  - (a) Whenever there is any difference of medical opinion with respect to any question related to the death or disability of a permanent employee, such difference shall be referred to a Medical Tribunal.
  - (b) The request to establish a medical tribunal must be submitted by the City or the Union not later than sixty (60) days following notice of the difference of medical opinion.
  - (c) The medical tribunal shall consist of a Doctor nominated by the Union, a Doctor nominated by the City and a Doctor appointed as Chairman by the Regina District Medical Society. The majority decision of the tribunal shall be final and binding upon all parties concerned.
2. The expenses of each party's nominee shall be borne by them and the expenses of the Chairman shall be shared equally.

#### ARTICLE 13 - WORKERS' COMPENSATION SUPPLEMENT

1. When a probationary or permanent employee, or a casual employee with seniority, is injured in the course of his/her employment with the City and it is deemed Workers' Compensation Benefits are payable under the Workers' Compensation Act, the City shall pay to such employee an amount per day based on his/her regular basic wage rate at the date of injury.

The calculated amount of payment per day shall, when added to the amount of Workers' Compensation payment be equal to the net amount that such employee would have received as net income after deductions for income tax, Canada Pension Plan, Civic Pension Plan, employment insurance, benefit plan payments, union dues and any other personally authorized deductions would have been made. Disability benefits payable by the employer shall be offset by disability benefits payable from the Canada Pension Plan.

In the event the Workers' Compensation Board determines that the injury is not compensable under the Act, the amount advanced by the City under this Article shall be reimbursed by the employee.

2. The Workers' Compensation Board benefits, as referred to in Clause (1) shall not be considered as including "pension payments" or "cash settlement payments" or "an award for permanent physical impairment" or "Workers' Compensation Board long term earnings loss."
3. The City's obligation under this Article shall cease when the Workers' Compensation Board adjudicates that the employee is fit for suitable employment excepting where employment assistance payments are paid by the Workers' Compensation Board.
4. An employee receiving benefits under this Article for a period of twelve (12) consecutive months or more shall not be entitled to vacation credits as provided for in this Agreement.

#### ARTICLE 14 - SAFETY AND HEALTH

The City shall observe all reasonable precautions and provide all safety devices or appliances that may be reasonably required for the protection of employees. All employees shall cooperate with the City in the prevention of accidents and will, as the occasion requires make such representations to the City as to the prevention of accidents as may be necessary. The Parties agree to establish and maintain an Occupational Health Committee in accordance with the terms and conditions of the Occupational Health Act.

The City and every employee shall abide by the Provincial Occupational Health and Safety Act, Rules and Regulations, 1996, and all amendments thereof.

#### ARTICLE 15 – BENEFIT PLANS

##### **A. Group Life Insurance**

1. The City agrees to maintain a Group Life Insurance Plan for the protection of permanent employees and the terms and conditions of which shall be agreed by the parties hereto.



2. All permanent employees who now or hereafter participate as members of the Group Life Insurance Plan shall, as a condition of their continuing in the employ of the City, maintain their membership in the plan during their entire employ with the City.
3. All new employees who are appointed to permanent positions shall upon entering the City employ, as a condition of their employment, make application for Group Life Insurance.

#### B. Medical Plan

1. A medical plan for the benefit of all Local 21 employees will be implemented effective January 1, 1999. The annual cost of the plan shall be capped at one (1) percent of the previous calendar year's payroll for employees who are covered by this collective agreement. Contributions to the plan are on a 50/50 shared basis by employees and the employer. For permanent employees, a premium will be deducted in each bi-weekly pay period. For casual employees, the premium for the period from commencement of employment to June 1 following, will be deducted in the four pay periods following commencement of employment. Subsequently the following twelve months premiums are deducted in the first four pay periods following June 1.
2. Upon implementation all employees may elect whether to join or not to join the plan. The decision of permanent employees shall be final. Subsequent to election, all new permanent employees must become members of the plan. Casual employees may elect to join the plan at any time. Having joined the plan, an employee may not withdraw from the plan.

#### C. Dental Plan

1. Effective January 1, 1999, a 50/50 cost shared dental plan will be implemented for all permanent employees and all casual employees who have attained 2,069 hours of service as set out in Article 1, **Clause (k)(i)**. Participation in the plan shall be optional for all existing eligible employees and mandatory for all employees who become permanent after January 1, 1999.
2. For permanent employees, a premium will be deducted in each bi-weekly pay period. For eligible casual employees who choose to join the plan, the premium for the period from attainment of 2,069 hours and the following June 1 will be deducted in the four pay periods following application to join the plan. Subsequently, the following twelve months premiums are deducted in the first four pay periods following June 1.
3. Upon implementation, all employees may elect whether to join or not to join the plan. The decision of permanent employees shall be final. Subsequent to election, all new permanent employees must become members of the plan. Casual

employees who are eligible may elect to join the plan at any time. Having joined the plan, an employee may not withdraw from the plan.

D. Long Term Disability

The long term disability plan, in respect of members of the union, shall be that adopted by the council of the City of Regina under **Bylaw No. 9566** and amendments thereto.

E. Pension Plan

The Pension Plan, in respect of members of the Union, shall be that adopted by the Council of the City of Regina under Bylaw No. 3125 and amendments thereto.

ARTICLE 16 - HOURS OF WORK

A. Normal Hours

1. The normal hours of work for employees covered by this Agreement, shall be from 7:30 a.m. to 4:30 p.m., with one (1) hour for the luncheon period, Monday through Friday, for an eight (8) hour day and forty (40) hour week.
2. Notwithstanding Clause (1) hereof, employees under the 5/5/4 work week, shall work two (2) weeks of forty-two (42) hours and thirty (30) minutes and one (1) week of thirty-four (34) hours in a three (3) week period with one-half (1/2) hour for the luncheon period under the following conditions:
  - (a) Employees would receive an earned day off in a three week period.
  - (b) The earned day off would be scheduled adjacent to the employee's day off and day of rest and predetermined on a yearly basis wherever possible.
  - (c) There shall be no banking of earned days off except under special circumstances and with the approval of the Director of the Department.
  - (d) The 5/5/4 work week would not be applicable to the following employees:
    - Sewage Treatment Plant and Farrell Pumping Station Employees on a 12 hour shift arrangement (see Schedule "D")
    - employees covered by Schedule "B" except Labourers
    - casual employees working at the golf courses.

- shift employees - trouble truck (Waterworks)
- employees covered by Schedule F
- caretaker - Mechanical and Maintenance (Those employees on 12 hour shift rotation)

#### B. Inclement Weather

When weather conditions prevent **Water Distribution** being carried out during ordinary working hours, employees shall be allowed to stand-by to deal with any emergencies that may arise and they shall be paid therefore, at their usual rate of pay. Employees of Solid Waste Collection may be accorded the foregoing provisions, in the event of extreme blizzard conditions.

#### ARTICLE 17 - OVERTIME

1. (a) Employees who are required to work in excess of eight (8) hours in one day or forty (40) hours in one week, shall be paid at the rate of double time for all hours so worked.
- (b) Notwithstanding Clause (a) hereof, employees working the 5/5/4 work week, who are required to work in excess of eight (8) hours and thirty (30) minutes in one day or forty-two (42) hours and thirty (30) minutes in one week, shall be paid at the rate of double time for all hours worked.
2. Employees who are required to work on their weekly day off, day of rest or designated day off shall be paid at the rate of double time for all hours so worked.
3. All employees called out to work overtime and having left the job before being so called out, shall be paid at the rate of double their regular rate of pay for each hour or portion thereof they are required to work overtime on such call out. It is further provided, they shall be paid a minimum of four (4) hours at their regular rate of pay for each call out provided for in this Clause.
4. (a) When a holiday occurs in any week the normal hours of work in that week shall be reduced from forty (40) to thirty-two (32).
- (b) Notwithstanding Clause (i) hereof, employees working under the 5/5/4 work week when a holiday occurs in any week the normal hours of work in that week shall be reduced from forty-two (42) hours and thirty (30) minutes to thirty-four (34) hours.

5. All overtime shall be paid on the basis of the classified salary paid to the employee at the time he/she is working such overtime.
6. For greater certainty, but not so as to restrict the interpretation of any other Article, the provisions of this Article are herewith stated specifically to apply to permanent employees.
7. Notwithstanding the provisions of this Article an employee, at the discretion of the Director of the Department, may take time off in lieu of overtime pay calculated at the appropriate overtime rates, in lieu of overtime pay.

#### ARTICLE 18 – CLASSIFICATION / RATES OF PAY

##### A. Payment of Wages

1. Employees engaged on a monthly basis shall be paid bi-weekly every second Tuesday.

Employees engaged on an hourly or daily basis and casual employees shall be paid bi-weekly every second Wednesday.

2. Notwithstanding Clause (1) hereof, if a designated day off falls on a regular scheduled pay day, the previous work day will be the pay day.
3. All new employees hired after January 1, 1989 will be paid via direct deposit to the financial institution of the employee's choice.

##### B. Rates of Pay

1. The rate of pay for all classifications within the bargaining unit shall be as stated in the attached schedules.
2. Positions that are within the scope of this agreement shall be classified into an appropriate number of pay grades. Based on service as defined in Article 1(k)(i), an employee shall receive annual increments in pay as provided for in their respective pay grades, except if the employee's work performance is unsatisfactory.
3. The in-hiring rates of pay shall be the minimum rate provided for each classification in the pay schedule, provided, however, that when no qualified person can be secured at the minimum rate, the Director of Human Resources shall inform the Union and after the situation has been discussed the in-hiring rate of original employment may be any rate above the minimum but not exceeding the maximum.
4. When an employee is promoted or reclassified to a higher paid position he/she shall be paid the next step in the new range which is at least seven (7)cents per

hour above the rate he/she was receiving in his/her former position, but in no event shall his/her rate of pay exceed the maximum of the new range.

When an employee demotes voluntarily to a lower paying position he/she shall move to the rate of pay that is closest to, but less than, his/her current pay rate until satisfactory completion of the three (3) month probation period, after which the employee will receive the next highest step in the pay range.

5. If temporary work is of a lower classification due to disciplinary or medical reasons or because of voluntary demotion, his/her new rate of pay will be the next step of the new range which is at least ten (10) cents per hour below his/her regular rate of pay or the maximum rate of the new range, whichever is the lesser for the time he/she performs the duties thereof.

#### C. Pay Schedules

1. This agreement and the schedules thereto shall be read together and shall constitute one agreement.
2. Where new positions are hereafter created by the City, the City and the Union shall bargain collectively with respect to same, and on agreement being reached, such position shall be included in the appropriate schedule hereto and shall become subject to all the provisions of this agreement.

#### D. Classification of Positions

1. Allocation of positions to the various pay grades shall be made by the Human Resources Department through the medium of a job evaluation or position classification system. The classification of positions shall be reviewed by the Director of Human Resources and the Union, from time to time or as requested by either party.
2. When it is alleged, by the Union or the Director of Human Resources there has been a significant increase or decrease in duties, responsibilities and required qualifications, pertaining to any position covered by this agreement, a mutual review of the circumstances shall be conducted by the Union and the Director of Human Resources, with a view to determining an appropriate increase or decrease, as the case may be, in the salary applicable to the position under review.
  - (a) The effective date of any reclassification shall be the nearest half month from the date the employee signs the position description questionnaire.
  - (b) In the event the Union and the Director of Human Resources are unable to agree upon a salary which is considered, by either party, to be appropriate for the position, the Union or the Director of Human Resources may appeal to the City Manager for a decision. If the decision of the City Manager is not

satisfactory to the Union or the Director of Human Resources, either party may then appeal to have the dispute referred to a Joint Council pursuant to Section "E" of this Schedule.

(c) It being understood and agreed the decision, of the Joint Council, shall be binding and the salary established by the Joint Council shall be effective on such date as may be determined by the Joint Council.

3. When a new position of a permanent nature is created, the Union and the Director of Human Resources shall, if possible, agree upon the classification and rate of pay, therefore. In the event mutual agreement cannot be achieved, the Director of Human Resources shall establish the classification and rate of pay for such position, and the Union may then apply to the City Manager for a decision. If the decision of the City Manager is not satisfactory to the Union or the Director of Human Resources, either party may then appeal to have the dispute referred to Joint Council pursuant to Section "E" of this Schedule.

#### **E. Joint Council**

1. A Joint Council shall be established for the purpose of settling disputes pertaining to the classification or reclassification of positions covered by this agreement.
2. The Joint Council is to consist of one member selected by the Union, one member selected by the City and a Chairperson acceptable to both the City and the Union. Cost of services of the chairman is to be shared equally.
3. Decisions of the Joint Council are to be final and it will be the responsibility of the Joint Council to inform all parties concerned of decisions reached.
4. The Joint Council shall have authority to re-allocate an appealed position from one existing class to another and to create new classes. Salary ranges may be reviewed by the Joint Council, but the Joint Council cannot hear disputes concerning seniority, organization, etc. Its authority is to be restricted to the adjudication of disputes on classification of positions and review of classifications within the frame work of the classification plan.
5. The Joint Council shall have authority to determine the step in the range of positions reclassified. Step in the range will be in accordance with agreed upon formula.
6. The Director of Human Resources or his/her appointed representative will meet with a committee of the Union to review appeals not later than fourteen (14) days from the date appeals are properly completed and received by the Human Resources Department.

7. Unless otherwise mutually agreed, the Joint Council shall meet not later than fourteen (14) days after the date appeals have been received by the Joint Council.
8. Appeals may be lodged by the Union Executive or Management. It is understood individual employees, wishing to appeal, must do so through their proper Union Representatives. Appeals must be submitted, in duplicate, on forms available from the Human Resources Department. One copy will be submitted to the Union and one copy to the Human Resources Department.
9. Appeals shall be based on the content of the specifications of the various categories within the scope of this agreement. The Joint Council, in assessing the validity of an appeal, will measure the job content against the standards set forth in the class specifications.
10. The effective date of any reclassification, authorized by the Joint Council, will be the date of the nearest half month that the appeal, properly completed, is first received by the Human Resources Department.

#### ARTICLE 19 – PREMIUM PAY AND ALLOWANCES

##### A. Superior Duties

1. When an employee is required to perform the duties of another position temporarily, he/she shall be paid as follows:
  - (a) If the temporary work is of a higher classification, he/she shall be paid at the minimum which has been established for such higher paid position for such time as he/she performs the duties thereof, provided this minimum shall be at least ten (10) cents per hour above his/her regular rate. If this minimum is equal to or less than his/her regular rate, he/she shall be paid at the step in the range of the higher paid position which is at least ten (10) cents per hour above his/her regular rate.
  - (b) It is also agreed, when an employee performs the duties of a specific higher classification for a cumulative total of 1,949 hours, he/she shall be entitled to an additional pay step for each completed 1,949 hours in that classification, provided, however, that the maximum to be paid pursuant to this Clause shall be the maximum for the higher classification.
  - (c) Notwithstanding the provisions of this Clause, employees who perform work of another position for four (4) or more hours will receive Superior Duty Pay for the entire shift.
2. When an employee is required by management to temporarily act in a higher paid position out of the scope of either the C.U.P.E. Local #7 or C.U.P.E. Local #21 bargaining units he/she shall be paid at the minimum rate of the higher paid

position or an additional amount equal to 10% of his/her normal rate of pay, whichever is the greater, but in no event will an employee receive more than the maximum rate of pay for the higher paid position.

3. Before an employee can be assigned to act in a higher paid position, it must be established that he/she is the senior qualified bargaining unit employee within the division. If no qualified bargaining unit individual is found within the division, then the next senior qualified employee within the department then the bargaining unit shall be selected.
4. In determining the senior qualified employee in the division in sub-section (3) hereof, the following conditions shall be observed:
  - (a) Ability to do the work
  - (b) Seniority

B. Tool Allowance

On January 1 of each year, commencing in 1999, all Journeyperson Mechanic will receive a \$200.00 tool allowance.

C. Shift Differential

1. A shift employee shall be one who is required to work a recognized shift on a temporary or permanent basis.

Example - permanent shift - Sewage Treatment Plant  
 - temporary shift - Snow Removal

2. A shift differential in the amount of fifty **(50)** cents per hour shall be paid for all hours worked between the hours of 5:00 p.m. and 7:00 a.m. Shift differential shall not be part of basic wage rates or be used in calculating overtime rates, nor shall it be paid for any hours for which overtime rates are being paid.

When an employee is required to work on a Statutory Holiday during the hours specified above, he/she shall be paid the shift differential in addition to premium pay for working on the statutory holiday.

Shift differential will be paid to 8:00 a.m. for shifts commencing prior to 7:00 a.m. Shift differential will be paid from 4:00 p.m. for shifts ending after 5:00 p.m.

e.g. For a shift beginning at 6:00 a.m., shift premium shall be paid from 6:00 a.m. to 8:00 a.m.



For a shift ending at 6:00 p.m., shift premium shall be paid from 4:00 p.m. to 6:00 p.m.

**Effective July 1, 2006 shift differential shall be seventy-five (75) cents per hour.**

3. When a shift employee, temporary or permanent is required to work on a holiday, he/she shall be paid the shift differential in addition to premium pay for working on the holiday.

D. SEWAGE TREATMENT PLANT

Transportation shall, if required, be provided to Tertiary Treatment Plant employees to and from the Plant during severe weather conditions.

E. WATERWORKS DIVISION

1. Employees on stand-by duty with the Waterworks Division on Sundays shall not be required to take time off for reason of having been on such stand-by duty.
2. Employees of the Waterworks Division who are required to do stand-by duty on Sundays and holidays, in addition to their regular hours of work, shall be paid at the rate of two (2) times their regular rate of wages for each hour or part of an hour they are required to do such stand-by duty.

F. MISCELLANEOUS

1. Dirty Work

- (a) (i) A dirty-work bonus of forty (40) cents per hour will be paid to employees assigned to work involving the cleaning out of storm manholes by pail, road-oiling trucks, the tar-kettle person, sewer scraping equipment and during the months of May through September, the Leadman, equipment operators and landfill attendants at the Sanitary Landfill, Parks and Recreation employees engaged in the spring time clean up of grass boulevards.

- (ii) Employees will receive, in addition to their regular rate of pay, a dirty-work bonus of forty (40) cents per hour while employed in the operation of the **Asphalt Plant** or while employed in the following maintenance duties at the Asphalt Plant:

- Working inside of the scrubber or dust collective system;
- Working inside of the screen deck area;
- Working inside the hot bins;
- Working inside the pug mill;

- Working inside the hot elevator or weigh hoppers;
  - Working inside the asphalt storage tank or asphalt transfer bins;
  - Working inside the dryer; or,
  - While performing hand sweeping around the perimeter of the Asphalt Plant.
- (iii) A dirty-work bonus of sixty (60) cents per hour will be paid to all employees employed in the following maintenance duties at the sewage treatment facilities:
- Working inside the digestion tanks, wet wells, sealed pumps or weir boxes;
  - Working within high water line mark of the lagoons except for winter dredging operations;
  - Working inside the inlet chamber at the sewage pumping station.
- (iv) A dirty-work bonus of sixty (60) cents per hour will be paid to employees assigned to work involving the cleaning out of domestic manholes by pails and also to employees when encountering live sewage while working on a service connection or the tapping of a main.
- (b) In addition to their regular rate of pay, employees assigned to work involving the exhumation or transportation of human bodies shall receive a dirty-work bonus of one hundred (100) dollars for each occurrence.

#### ARTICLE 20 – SPECIAL TRAINING

1. In the event the City should introduce new methods or machinery which will require improved or special skills, than are possessed by employees under the present operation, the City shall provide a reasonable period of time, under proper instruction, during which the employees concerned may acquire the skills necessitated by the new methods of operation. There shall be no superior duties' pay nor shall there be a reduction in pay during any period of special training. The Director of the Department shall inform the Union when he/she feels that special training, as a result of new methods and machinery, is advisable and practicable.
2. When the Director of the Department deems it necessary to provide additional or special training to the employees of a particular division or department for future promotion, such training shall be undertaken on the basis of seniority at no loss of pay to the employee or cost of superior duties' pay to the department. The need to provide such additional or special training may be subject of negotiations between the Director of the Department and the Union.
3. When training opportunities are made available in a division of a department, the principle of seniority shall be followed with respect to the training that is offered.

4. Notwithstanding the above, effective January 1, 2002, employees who have accepted such training will not have the opportunity to refuse future assignments of superior duty related to the training received when assigned by the employer.
5. Employees who are assigned by the Director of the Department to instruct formalized training courses, shall be paid seventy-five (75) cents per hour in addition to their regular wage, during the time occupied by them giving such instruction and training.

## ARTICLE 21 – TERMINATION OF EMPLOYMENT

### 1. Dismissal for Misconduct

Where, in the opinion of the employer, the conduct of an employee is such as to warrant dismissal, the employee shall be advised via a letter from the director of the department. The letter shall outline the reason for the dismissal and the effective date. Such letter shall be supplied to the union and the City Manager. The union shall, upon receipt of such notice of dismissal, have the right to appeal pursuant to the procedure set forth in Section A (4) and subsequent sections of Article 8 **Grievance and Dispute Resolution**.

### 2. Termination of Employment

Notwithstanding the times at which or the manner in which an employee is paid, he/she shall, unless he/she is dismissed in accordance with Section 1 hereof, be entitled to receive written notice in accordance with the Labour Standards Act that his/her services are no longer required by the City and, in turn, each employee shall be required to give two (2) weeks notice to the City of his/her intention to terminate his/her employment with the City. It is understood and agreed, however, that employees who are dismissed in accordance with the provisions of Section 1 shall not be entitled to any notice or payment as provided for in this Section.

## ARTICLE 22 – GENERAL CONDITIONS

### A. Driver's Licenses

- (a) It is understood and agreed, that where an employee requires a Driver's License, the class of which as determined by the laws of the Province of Saskatchewan to operate City Vehicles, it shall be his/her responsibility to obtain same.

**An employee who has their license suspended for any reason shall notify the Director of the Department immediately and shall not operate City vehicles and equipment.**

### B. Indemnity Clause

The City shall pay the cost of

- a) Defending an action or proceeding against an employee claiming liability on the part of that employee for acts or omissions done or made by the employee in the course of his/her duties or paying any sum required to settle the action or proceeding, and,
- b) Damages and costs awarded against an employee as a result of a finding of liability on the part of employee for acts or omissions done or made by the employee in the course of his/her duties.

#### ARTICLE 23 - EFFECTIVE DATE

1. This agreement shall be effective from January 1, **2004**, and shall remain in force and effect until December 31, **2006**, and shall continue in force thereafter, unless written notice of a request to negotiate a revision thereof is given by either party to the other, not less than thirty (30) days nor more than sixty (60) days prior to the anniversary date hereof.
2. This agreement provides for its continuation during any negotiating period and all terms and conditions shall apply, unless otherwise contained, retroactive to January 1, **2006**.

It being understood and agreed, however, any employee having terminated his/her employment with the City prior to signing this agreement except for reasons of superannuation or death fails to apply within two (2) months from the date of signing this agreement for any of the benefits herein contained shall forfeit any claim for such benefits.

IN WITNESS WHEREOF the Parties hereto have caused these presents to be executed the day and year first above written.

THE CITY OF REGINA

CITY SEAL



*[Handwritten signature]*

REGINA OUTSIDE CITY WORKERS - LOCAL 21 (C.U.P.E.)

*[Handwritten signature]*

(Sgd.) T. ANDERSON, PRESIDENT

UNION SEAL

*[Handwritten signature]*

(Sgd.) J. GANGL, SECRETARY-TREASURER

THE CANADIAN UNION OF PUBLIC EMPLOYEES

*[Handwritten signature]*

(Sgd.) REPRESENTATIVE

**SALARY SCHEDULE "A" HOURLY  
EFFECTIVE JANUARY 1, 2004**

Pay Class	Job Classification	1 <sup>st</sup> Year	2 <sup>nd</sup> Year
*1A	Caretaker (Non Fireman's)	\$ 13.31	\$ 15.94
	Labourer*	\$ 27,548	\$ 32,992
	Roadways Maintenance Worker		
	Sanitary Landfill Attendant*		
1B	Caretaker (Fireman's)	\$ 16.18	\$ 16.60
	Equipment Operator I	\$ 33,489	\$ 34,358
	Semi Skilled Labourer		
	Senior Lifeguard Instructor		
	Truck Helper (Mechanical Packer)		
	Waste Water Treatment Operator (Training)		
1C	Cemeterian I	\$ 16.60	\$ 17.04
	<b>Container Maintenance Helper</b>	\$ 34,358	\$ 35,269
	Container Maintenance Repairperson		
	Equipment Operator II		
	Facilities Operator I		
	Forester I		
	<b>Fuel Truck Operator</b>		
	Horticulturist I		
	Irrigation Worker I		
	Lead Caretaker		
	Utility person		
	Wastewater Treatment Operator I		
1D	Asphalt Raker	\$ 17.04	\$ 17.49
	Building & Yard Maintenance Operator	\$ 35,269	\$ 36,200
	<b>City Hall Building Operator</b>		
	Manual Side Loader Helper		
	Pavement Saw Operator		
	Serviceman		
	Skilled Labourer		
	Tandem Truck Operator		
	Traffic Marker		
	<b>Truck Driver (Sewer And Water)</b>		
	Wastewater Treatment Operator I (Certified)		
1E	Formsetter	\$ 17.49	\$ 18.02
	Maintenance Repairman (WPS)	\$ 36,200	\$ 37,297
	Manual Side Loader Operator		

**SALARY SCHEDULE "A" HOURLY  
EFFECTIVE JANUARY 1, 2004**

Pay Class	Job Classification	1 <sup>st</sup> Year	2 <sup>nd</sup> Year
	Sign Shop Worker		
	Small Cold Planer Operator		
	Tradesperson I		
	Traffic Detours/Restrictions Controller		
	Traffic Pavement Marker		
	Traffic Underground Installer		
IF	Automated Side Loader Operator	\$ 18.02	\$ 18.47
	Bottomman	\$ 37,297	\$ 38,228
	Cemeterian II		
	Equipment Operator III		
	Forester II		
	Horticulturist II		
	Hydrant Specialist		
	Irrigation Worker II		
	Mechanical Side Loader Operator		
	Nursery Worker II		
	<b>Repairperson (LLP)</b>		
	Solid Waste Truck Operator		
	Traffic Sign Fabricator		
1G	Asphalt Plant Operator	\$ 18.47	\$ 19.01
	Block & Brick Layer	\$ 38,228	\$ 39,346
	Cement Finisher		
	Crew Lead - Brick Crew		
	Crew Lead - Concrete Capping		
	Crew Lead - Hand Crew		
	Crew Lead - Manhole Reconstruction		
	Crew Lead - Mudjacking		
	Equipment Operator IV		
	Leadman		
	<b>Maintenance Operator</b>		
	Maintenance Repairperson (Facilities)		
	Manhole Builder		
	Sewerjet/ Hydrovac Operator		
	<b>Tire Repairperson</b>		
1H	Arborist	\$ 19.01	\$ 19.54
	<b>Container Capital Program Leadperson</b>	\$ 39,346	\$ 40,443
	<b>Container Maintenance Leadperson</b>		
	Crew Lead - Asphalt Excavation		

**SALARY SCHEDULE "A" HOURLY  
EFFECTIVE JANUARY 1, 2004**

Pay Class	Job Classification	1 <sup>st</sup> Year	2 <sup>nd</sup> Year
	Crew Lead - Asphalt Spreader		
	Crew Lead - Cold Planer		
	Crew Lead - Concrete Excavation		
	<b>Crew Lead - Concrete Services</b>		
	<b>Crew Lead - Cuts/Failures</b>		
	Crew Lead - Lane Excavation		
	Crew Lead - Slip Form		
	Foreman I		
	Horticulturist III		
	Leadman - Landscape Construction		
	Leadman - Recreation Facilities Operations		
	Leadman - Parks Districts, Golf Course & Open Space Services		
1H	Maintenance Repairperson - Pools & Rinks	\$ 19.01	\$ 19.54
	Maintenance Welder	\$ 39,346	\$ 40,443
	Nursery Worker III		
	Waste Water Treatment Op II		
	Weed Inspector		
1I	Crew Lead - Asphalt Screed Operator	\$ 19.54	\$ 20.07
	Foreman - Landfill	\$ 40,443	\$ 41,540
	<b>Foreman - Sewage Collection</b>		
	Foreman - Water Distribution		
	Landscape Construction Technician		
1J	Pest Control Officer	\$ 20.07	\$ 20.53
	<b>Small Tools &amp; Equipment Technician</b>	\$ 41,540	\$ 42,492
1K	Foreman, Landscape	\$ 20.53	\$ 21.19
	<b>Irrigation Worker III</b>	\$ 42,492	\$ 43,858
	<b>Journey person - Carpenter</b>		
	<b>Journey person - Carpenter/Locksmith</b>		
	<b>Journey person - Mechanic</b>		
	<b>Journey person - Painter/Decorator</b>		
	<b>Journey person - Welder</b>		
	Wastewater Treatment Op III (Not Certified)		
1L	Foreman, Painter	\$ 21.19	\$ 21.80
	<b>Journey person - Electrician</b>	\$ 43,858	\$ 45,121
	<b>Electrician - STP</b>		
	<b>Journey person - Industrial Mechanic</b>		



**SALARY SCHEDULE "A" HOURLY  
EFFECTIVE JANUARY 1, 2004**

Pay Class	Job Classification	1 <sup>st</sup> Year	2 <sup>nd</sup> Year
	<b>Journey person - Plumber/Gasfitter</b>		
	<b>Journey person - Refrigeration/AC Mechanic</b>		
	<b>Tradesperson II - Industrial Mechanic (STP, Asphalt Plant)</b>		
	<b>Tradesperson II - Plumber (XCon/Backflow)</b>		
	Wastewater Treatment Operator III (Certified)		

\*Employees who accumulate 1,470 hours in these classifications will proceed to the 2<sup>nd</sup> year rate, except if their work performance is unsatisfactory.

ANNUAL RATES ARE FOR INFORMATION PURPOSES ONLY

**SALARY SCHEDULE "A" HOURLY  
EFFECTIVE JANUARY 1, 2005**

Pay Class	Job Classification	1 <sup>st</sup> Year	2 <sup>nd</sup> Year
*1A	Caretaker (Non Fireman's)	\$ 13.64	\$ 16.34
	Labourer*	\$ 28,231	\$ 33,820
	Roadways Maintenance Worker		
	Sanitary Landfill Attendant*		
1B	Caretaker (Fireman's)	\$ 16.58	\$ 17.02
	Equipment Operator I	\$ 34,316	\$ 35,227
	Semi Skilled Labourer		
	Senior Lifeguard Instructor		
	Truck Helper (Mechanical Packer)		
	Waste Water Treatment Operator (Training)		
1C	Cemeterian I	\$ 17.02	\$ 17.47
	<b>Container Maintenance Helper</b>	\$ 35,227	\$ 36,159
	Container Maintenance Repairperson		
	Equipment Operator II		
	Facilities Operator I		
	Forester I		
	<b>Fuel Truck Operator</b>		
	Horticulturist I		
	Irrigation Worker I		
	Lead Caretaker		
	Utilityperson		
	Wastewater Treatment Operator I		
	1D	Asphalt Raker	\$ 17.47
Building & Yard Maintenance Operator		\$ 36,159	\$ 37,111
<b>City Hall Building Operator</b>			
Manual Side Loader Helper			
Pavement Saw Operator			
Serviceman			
Skilled Labourer			
Tandem Truck Operator			
Traffic Marker			
<b>Truck Driver (Sewer And Water)</b>			
Wastewater Treatment Operator I (Certified)			
1E	Formsetter	\$ 17.93	\$ 18.47
	Maintenance Repairman (WPS)	\$ 37,111	\$ 38,228
	Manual Side Loader Operator		

**SALARY SCHEDULE "A" HOURLY  
EFFECTIVE JANUARY 1, 2005**

Pay Class	Job Classification	1 <sup>st</sup> Year	2 <sup>nd</sup> Year
	Sign Shop Worker		
	Small Cold Planer Operator		
	Tradesperson I		
	Traffic Detours/Restrictions Controller		
	Traffic Pavement Marker		
	Traffic Underground Installer	\$ 18.47	\$ 18.93
1F	Automated Side Loader Operator	\$ 38,228	\$ 39,180
	Bottomman		
	Cemeterian II		
	Equipment Operator III		
	Forester II		
	Horticulturist II		
	Hydrant Specialist		
	Irrigation Worker II		
	Mechanical Side Loader Operator		
	Nursery Worker II		
	<b>Repairperson (LLP)</b>		
	Solid Waste Truck Operator		
	Traffic Sign Fabricator		
1G	Asphalt Plant Operator	\$ 18.93	\$ 19.49
	Block & Brick Layer	\$ 39,180	\$ 40,339
	Cement Finisher		
	Crew Lead - Brick Crew		
	Crew Lead - Concrete Capping		
	Crew Lead - Hand Crew		
	Crew Lead - Manhole Reconstruction		
	Crew Lead - Mudjacking		
	Equipment Operator IV		
	Leadman		
	<b>Maintenance Operator</b>		
	Maintenance Repairperson (Facilities)		
	Manhole Builder		
	Sewerjet/ Hydrovac Operator		
	<b>Tire Repairperson</b>		
1H	Arborist	\$ 19.49	\$ 20.03
	<b>Container Capital Program Leadperson</b>	\$ 40,339	\$ 41,457
	<b>Container Maintenance Leadperson</b>		
	Crew Lead - Asphalt Excavation		

**SALARY SCHEDULE "A" HOURLY  
EFFECTIVE JANUARY 1, 2005**

Pay Class	Job Classification	1 <sup>st</sup> Year	2 <sup>nd</sup> Year
	Crew Lead - Asphalt Spreader		
	Crew Lead - Cold Planer		
	Crew Lead - Concrete Excavation		
	<b>Crew Lead - Concrete Services:</b>		
	<b>Crew Lead - Cuts/Failures</b>		
	Crew Lead - Lane Excavation		
	Crew Lead - Slip Form		
	Foreman I		
	Horticulturist III		
	Leadman - Landscape Construction		
	Leadman - Recreation Facilities Operations		
	Leadman - Parks Districts, Golf Course & Open Space Services		
1H	Maintenance Repairperson - Pools & Rinks	\$ 19.49	\$ 20.03
	Maintenance Welder	\$ 40,339	\$ 41,457
	Nursery Worker III		
	Waste Water Treatment Op II		
	Weed Inspector		
1I	Crew Lead - Asphalt Screed Operator	\$ 20.03	\$ 20.57
	Foreman - Landfill	\$ 41,457	\$ 42,575
	<b>Foreman - Sewage Collection</b>		
	Foreman - Water Distribution		
	Landscape Construction Technician		
1J	Pest Control Officer	\$ 20.57	\$ 21.04
	<b>Small Tools &amp; Equipment Technician</b>	\$ 42,575	\$ 43,548
1K	Foreman, Landscape	\$ 21.04	\$ 21.72
	<b>Irrigation Worker III</b>	\$ 43,548	\$ 44,955
	<b>Journeyman- Carpenter</b>		
	<b>Journeyman - Carpenter/Locksmith</b>		
	<b>Journeyman - Mechanic</b>		
	<b>Journeyman- Painter/Decorator</b>		
	<b>Journeyman - Welder</b>		
	Wastewater Treatment Op III (Not Certified)		
1L	Foreman, Painter	\$ 21.72	\$ 22.35
	<b>Journeyman - Electrician</b>	\$ 44,955	\$ 46,259
	<b>Electrician- STP</b>		
	<b>Journeyman - Industrial Mechanic</b>		

**SALARY SCHEDULE "A" HOURLY  
EFFECTIVE JANUARY 1, 2005**

Pay Class	Job Classification	1 <sup>st</sup> Year	2 <sup>nd</sup> Year
	<b>Journey person - Plumber/Gasfitter</b>		
	<b>Journey person- Refrigeration/AC Mechanic</b>		
	<b>Tradesperson II - Industrial Mechanic (STP, Asphalt Plant)</b>		
	<b>Tradesperson II - Plumber (XCon/Backflow)</b>		
	Wastewater Treatment Operator III (Certified)		

\*Employees who accumulate 1,470 hours in these classifications will proceed to the 2<sup>nd</sup> year rate, except if their work performance is unsatisfactory.

ANNUAL RATES ARE FOR INFORMATION PURPOSES ONLY

**SALARY SCHEDULE "A" HOURLY  
EFFECTIVE JANUARY 1, 2006**

Pay Class	Job Classification	1 <sup>st</sup> Year	2 <sup>nd</sup> Year
*1A	Caretaker (Non Fireman's)	\$ 13.84	\$ 16.59
	Labourer*	\$ 28,645	\$ 34,337
	Roadways Maintenance Worker		
	Sanitary Landfill Attendant*		
1B	Caretaker (Fireman's)	\$ 16.83	\$ 17.28
	Equipment Operator I	\$ 34,834	\$ 35,765
	Semi Skilled Labourer		
	Senior Lifeguard Instructor		
	Truck Helper (Mechanical Packer)		
	Waste Water Treatment Operator (Training)		
1C	Cemeterian I	\$ 17.28	\$ 17.73
	<b>Container Maintenance Helper</b>	\$ 35,765	\$ 36,697
	Container Maintenance Repairperson		
	Equipment Operator II		
	Facilities Operator I		
	Forester I		
	<b>Fuel Truck Operator</b>		
	Horticulturist I		
	Irrigation Worker I		
	Lead Caretaker		
	Utilityperson		
	Wastewater Treatment Operator I		
1D	Asphalt Raker	\$ 17.73	\$ 18.20
	Building & Yard Maintenance Operator	\$ 36,697	\$ 37,669
	<b>City Hall Building Operator</b>		
	Manual Side Loader Helper		
	Pavement Saw Operator		
	Serviceman		
	Skilled Labourer		
	Tandem Truck Operator		
	Traffic Marker		
	<b>Truck Driver (Sewer And Water)</b>		
	Wastewater Treatment Operator I (Certified)		
1E	Formsetter	\$ 18.20	\$ 18.75
	Maintenance Repairman (WPS)	\$ 37,669	\$ 38,808
	Manual Side Loader Operator		

**SALARY SCHEDULE "A" HOURLY  
EFFECTIVE JANUARY 1, 2006**

Pay Class	Job Classification	1 <sup>st</sup> Year	2 <sup>nd</sup> Year
	Sign Shop Worker		
	Small Cold Planer Operator		
	Tradesperson I		
	Traffic Detours/Restrictions Controller		
	Traffic Pavement Marker		
	Traffic Underground Installer		
1F	Automated Side Loader Operator	\$ 18.75	\$ 19.21
	Bottomman	\$ 38,808	\$ 39,760
	Cemeterian II		
	Equipment Operator III		
	Forester II		
	Horticulturist II		
	Hydrant Specialist		
	Irrigation Worker II		
	Mechanical Side Loader Operator		
	Nursery Worker II		
	<b>Repairperson (LLP)</b>		
	Solid Waste Truck Operator		
	Traffic Sign Fabricator		
1G	Asphalt Plant Operator	\$ 19.21	\$ 19.78
	Block & Brick Layer	\$ 39,760	\$ 40,940
	Cement Finisher		
	Crew Lead - Brick Crew		
	Crew Lead - Concrete Capping		
	Crew Lead - Hand Crew		
	Crew Lead - Manhole Reconstruction		
	Crew Lead - Mudjacking		
	Equipment Operator IV		
	Leadman		
	<b>Maintenance Operator</b>		
	Maintenance Repairperson (Facilities)		
	Manhole Builder		
	Sewerjet/ Hydrovac Operator		
	<b>Tire Repairperson</b>		
1H	Arborist	\$ 19.78	\$ 20.33
	<b>Container Capital Program Leadperson</b>	\$ 40,940	\$ 42,078
	<b>Container Maintenance Leadperson</b>		
	Crew Lead - Asphalt Excavation		

**SALARY SCHEDULE "A" HOURLY  
EFFECTIVE JANUARY 1, 2006**

Pay Class	Job Classification	1 <sup>st</sup> Year	2 <sup>nd</sup> Year
	Crew Lead - Asphalt Spreader		
	Crew Lead - Cold Planer		
	Crew Lead – Concrete Excavation		
	<b>Crew Lead - Concrete Services</b>		
	<b>Crew Lead - Cuts/Failures</b>		
	Crew Lead - Lane Excavation		
	Crew Lead - Slip Form		
	Foreman I		
	Horticulturist III		
	Leadman - Landscape Construction		
	Leadman – Recreation Facilities Operations		
	Leadman – Parks Districts, Golf Course & Open Space Services		
		\$ 19.78	\$ 20.33
1H	Maintenance Repairperson - Pools & Rinks	\$ 40,940	\$ 42,078
	Maintenance Welder		
	Nursery Worker III		
	Waste Water Treatment Op II		
	Weed Inspector		
1I	Crew Lead - Asphalt Screed Operator	\$ 20.33	\$ 20.88
	Foreman - Landfill	\$ 42,078	\$ 43,216
	<b>Foreman - Sewage Collection</b>		
	Foreman - Water Distribution		
	Landscape Construction Technician		
1J	Pest Control Officer	\$ 20.88	\$ 21.36
	<b>Small Tools &amp; Equipment Technician</b>	\$ 43,216	\$ 44,210
1K	Foreman, Landscape	\$ 21.36	\$ 22.05
	<b>Irrigation Worker III</b>	\$ 44,210	\$ 45,638
	Wastewater Treatment Op III (Not Certified)		
1L	Foreman, Painter	\$ 22.05	\$ 22.69
	Wastewater Treatment Operator III (Certified)	\$ 45,638	\$ 46,963

\*Employees who accumulate 1,470 hours in these classifications will proceed to the 2<sup>nd</sup> year rate, except if their work performance is unsatisfactory.

ANNUAL RATES ARE FOR INFORMATION PURPOSES ONLY



**SALARY SCHEDULE "A"**  
**EFFECTIVE JANUARY 1, 2004**

Pay Class	Job Classification	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year
2A	Administration Clerk	\$ 15.28	\$ 15.80	\$ 16.38	\$ 16.99
	Assistant Distribution Clerk	\$ 31,626	\$ 32,702	\$ 33,903	\$ 35,165
	Engineering Assistant I				
	Stock Clerk I				
	Weigh Scale Attendant				
2B	Stock Clerk II	\$ 15.80	\$ 16.38	\$ 16.99	\$ 17.62
	Technical Assistant - TSC	\$ 32,702	\$ 33,903	\$ 35,165	\$ 36,469
	Water Attendant				
	Weigh Scale Attendant II				
2C	Equipment Clerk	\$ 16.38	\$ 16.99	\$ 17.62	\$ 18.22
	Neighbourhood Centre Programmer	\$ 33,903	\$ 35,165	\$ 36,469	\$ 37,711
	Stock Clerk III				
	<b>Traffic Operations Assistant</b>				
2D	Distribution Clerk I	\$ 16.99	\$ 17.62	\$ 18.22	\$ 18.92
	Engineering Assistant II	\$ 35,165	\$ 36,469	\$ 37,711	\$ 39,160
	Survey Assistant				
2E	<b>Air Quality Specialist</b>	\$ 17.62	\$ 18.22	\$ 18.92	\$ 19.60
	<b>CCTV Sewer Camera Operator</b>	\$ 36,469	\$ 37,711	\$ 39,160	\$ 40,567
	Dispatch Clerk				
	Distribution Clerk				
	<b>Journeyman Parts</b>				
	Sales & Salvage Clerk				
	Scheduling Officer				
Stock Clerk IV					
2F	Engineering Assistant III	\$ 18.22	\$ 18.92	\$ 19.60	\$ 20.33
	<b>Fuel System Officer</b>	\$ 37,711	\$ 39,160	\$ 40,567	\$ 42,078
	<b>Swimming Pool Technician</b>				
2G	Development Assistant	\$ 18.92	\$ 19.60	\$ 20.33	\$ 21.07
	Engineering Inspector	\$ 39,160	\$ 40,567	\$ 42,078	\$ 43,610
	Foreman - Facilities Operations				
	Foreman - Roadways				
	Foreman II				
	Foreman II - Traffic				
	<b>Hydrant Specialist</b>				

**SALARY SCHEDULE "A"**  
**EFFECTIVE JANUARY 1, 2004**

Pay Class	Job Classification	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year
	Lab Technician				
	Materials Coordinator				
	Materials Technician I				
	Program Specialist				
	Senior Scheduling Officer				
2H	<b>Fleet Maintenance Specialist</b>	\$ 19.60	\$ 20.33	\$ 21.07	\$ 21.86
	Foreman - Golf Course				
	Foreman - Cemetery Maintenance				
	Foreman - Water Meter Shop	\$ 40,567	\$ 42,078	\$ 43,610	\$ 45,245
	Forestry Technician				
	<b>Geomatics Technician I</b>				
	<b>Lift Station Maintenance Specialist</b>				
	Solid Waste Technologist				
	Storekeeper III				
	Survey Technician				
	<b>Traffic Database Coordinator</b>				
2I	Engineering Assistant IV	\$ 20.33	\$ 21.07	\$ 21.86	\$ 22.66
	Environmental Engineering Technologist	\$ 42,078	\$ 43,610	\$ 45,245	\$ 46,901
	Environmental Technologist				
	Fleet Management Technologist				
	<b>Geomatics Technician II</b>				
	<b>Roadways Engineering Technologist</b>				
	Traffic Signal Control Technician				
	Traffic Signal Control Electrician				
	<b>Traffic Signal Systems Technician</b>				
2J	Community Consultant	\$ 21.07	\$ 21.86	\$ 22.66	\$ 23.58
	Engineering Technologist	\$ 43,610	\$ 45,245	\$ 46,901	\$ 48,805
	<b>Fleet Stores Coordinator</b>				
	Foreman II - Major Facilities				
	Foreman Welding Shop				
	Horticulture Extension Officer				
	Instrument Controls Specialist				
	Maintenance Repair Technician (Water Supply)				
	Water & Sewer Technical Coordinator				
2K	Neil Balkwill Civic Arts Centre Administrator	\$ 21.86	\$ 22.66	\$ 23.58	\$ 24.46
	Coordinator, Building Maintenance	\$ 45,245	\$ 46,901	\$ 48,805	\$ 50,626
	<b>Electrical Technician</b>				

**SALARY SCHEDULE "A"**  
**EFFECTIVE JANUARY 1, 2004**

Pay Class	Job Classification	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year
	Entomology Research Analyst				
	Equipment Coordinator				
	Infrastructure & Planning Technologist				
<b>2K</b>	<b>Irrigation Services Coordinator</b>				
	Project Coordinator				
	<b>Roadways Technician</b>				
	Traffic Technologist				
	Water Technologist				
<b>2L</b>	STP Operations Coordinator	\$ 22.66	\$ 23.58	\$ 24.46	\$ 25.45
	Trades Coordinator -- Electrical/Mechanical, Carpentry & Facilities Maintenance	\$ 46,901	\$ 48,805	\$ 50,626	\$ 52,675
	Trades Coordinator - Mechanical				
	<b>Traffic Operations Coordinator</b>				
	Traffic Signal Coordinator				
	Water System Coordinator				

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**SALARY SCHEDULE "A"**  
**EFFECTIVE JANUARY 1, 2005**

Pay Class	Job Classification	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year
2A	Administration Clerk	\$ 15.66	\$ 16.20	\$ 16.79	\$ 17.41
	Assistant Distribution Clerk	\$ 32,412	\$ 33,530	\$ 34,751	\$ 36,034
	Engineering Assistant I				
	Stock Clerk I				
	Weigh Scale Attendant				
2B	Stock Clerk II	\$ 16.20	\$ 16.79	\$ 17.41	\$ 18.06
	Technical Assistant - TSC	\$ 33,530	\$ 34,751	\$ 36,034	\$ 37,380
	Water Attendant				
	Weigh Scale Attendant II				
2C	Equipment Clerk	\$ 16.79	\$ 17.41	\$ 18.06	\$ 18.68
	Neighbourhood Centre Programmer	\$ 34,751	\$ 36,034	\$ 37,380	\$ 38,663
	Stock Clerk III <b>Traffic Operations Assistant</b>				
2D	Distribution Clerk I	\$ 17.41	\$ 18.06	\$ 18.68	\$ 19.39
	Engineering Assistant II	\$ 36,034	\$ 37,380	\$ 38,663	\$ 40,132
	Survey Assistant				
2E	<b>Air Quality Specialist</b>	\$ 18.06	\$ 18.68	\$ 19.39	\$ 20.09
	<b>CCTV Sewer Camera Operator</b>	\$ 37,380	\$ 38,663	\$ 40,132	\$ 41,581
	Dispatch Clerk				
	Distribution Clerk				
	<b>Journeyman Parts</b>				
	Sales & Salvage Clerk				
	Scheduling Officer Stock Clerk IV				
2F	Engineering Assistant III	\$ 18.68	\$ 19.39	\$ 20.09	\$ 20.84
	<b>Fuel System Officer</b>	\$ 38,663	\$ 40,132	\$ 41,581	\$ 43,134
	<b>Swimming Pool Technician</b>				
2G	Development Assistant	\$ 19.39	\$ 20.09	\$ 20.84	\$ 21.60
	Engineering Inspector	\$ 40,132	\$ 41,581	\$ 43,134	\$ 44,707
	Foreman - Facilities Operations				
	Foreman - Roadways				
	Foreman II				
	Foreman II - Traffic <b>Hydrant Specialist</b>				

**SALARY SCHEDULE "A"**  
**EFFECTIVE JANUARY 1, 2005**

Pay Class	Job Classification	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year
	Lab Technician				
	Materials Coordinator				
	Materials Technician I				
	Program Specialist				
	Senior Scheduling Officer				
2H	<b>Fleet Maintenance Specialist</b>	\$ 20.09	\$ 20.84	\$ 21.60	\$ 22.41
	Foreman - Golf Course				
	Foreman - Cemetery Maintenance	\$ 41,581	\$ 43,134	\$ 44,707	\$ 46,383
	Foreman - Water Meter Shop				
	Forestry Technician				
	<b>Geomatics Technician I</b>				
	<b>Lift Station Maintenance Specialist</b>				
	Solid Waste Technologist				
	Storekeeper III				
	Survey Technician				
	<b>Traffic Database Coordinator</b>				
2I	Engineering Assistant IV	\$ 20.84	\$ 21.60	\$ 22.41	\$ 23.23
	Environmental Engineering Technologist	\$ 43,134	\$ 44,707	\$ 46,383	\$ 48,080
	Environmental Technologist				
	Fleet Management Technologist				
	<b>Geomatics Technician II</b>				
	<b>Roadways Engineering Technologist</b>				
	Traffic Signal Control Technician				
	Traffic Signal Control Electrician				
	<b>Traffic Signal Systems Technician</b>				
2J	Community Consultant	\$ 21.60	\$ 22.41	\$ 23.23	\$ 24.17
	Engineering Technologist	\$ 44,707	\$ 46,383	\$ 48,080	\$ 50,026
	<b>Fleet Stores Coordinator</b>				
	Foreman II - Major Facilities				
	Foreman Welding Shop				
	Horticulture Extension Officer				
	Instrument Controls Specialist				
	Maintenance Repair Technician (Water Supply)				
	Water & Sewer Technical Coordinator				
2K	Neil Balkwill Civic Arts Centre Administrator	\$ 22.41	\$ 23.23	\$ 24.17	\$ 25.07
	Coordinator, Building Maintenance	\$ 46,383	\$ 48,080	\$ 50,026	\$ 51,889
	<b>Electrical Technician</b>				

**SALARY SCHEDULE "A"**  
**EFFECTIVE JANUARY 1, 2005**

Pay Class	Job Classification	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year
	Entomology Research Analyst				
	Equipment Coordinator				
	Infrastructure & Planning Technologist				
2K	<b>Irrigation Services Coordinator</b>	\$ 22.41	\$ 23.23	\$ 24.17	\$ 25.07
	Project Coordinator	\$ 46,383	\$ 48,080	\$ 50,026	\$ 51,889
	<b>Roadways Technician</b>				
	Traffic Technologist				
	Water Technologist				
2L	STP Operations Coordinator	\$ 23.23	\$ 24.17	\$ 25.07	\$ 26.09
	Trades Coordinator – Electrical/Mechanical, Carpentry & Facilities Maintenance	\$ 48,080	\$ 50,026	\$ 51,889	\$ 54,000
	Trades Coordinator - Mechanical				
	<b>Traffic Operations Coordinator</b>				
	Traffic Signal Coordinator				
	Water System Coordinator				

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**SALARY SCHEDULE "A"**  
**EFFECTIVE JANUARY 1, 2006**

Pay Class	Job Classification	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year
2A	Administration Clerk	\$ 15.89	\$ 16.44	\$ 17.04	\$ 17.67
	Assistant Distribution Clerk	\$ 32,888	\$ 34,027	\$ 35,269	\$ 36,572
	Engineering Assistant I				
	Stock Clerk I				
	Weigh Scale Attendant				
2B	Stock Clerk II	\$ 16.44	\$ 17.04	\$ 17.67	\$ 18.33
	Technical Assistant - TSC	\$ 34,027	\$ 35,269	\$ 36,572	\$ 37,939
	Water Attendant				
	Weigh Scale Attendant II				
2C	Equipment Clerk	\$ 17.04	\$ 17.67	\$ 18.33	\$ 18.96
	Neighbourhood Centre Programmer	\$ 35,269	\$ 36,572	\$ 37,939	\$ 39,242
	Stock Clerk III				
	<b>Traffic Operations Assistant</b>				
2D	Distribution Clerk I	\$ 17.67	\$ 18.33	\$ 18.96	\$ 19.68
	Engineering Assistant II	\$ 36,572	\$ 37,939	\$ 39,242	\$ 40,733
	Survey Assistant				
2E	<b>Air Quality Specialist</b>	\$ 18.33	\$ 18.96	\$ 19.68	\$ 20.39
	<b>CCTV Sewer Camera Operator</b>	\$ 37,939	\$ 39,242	\$ 40,733	\$ 42,202
	Dispatch Clerk				
	Distribution Clerk				
	<b>Journey person Parts</b>				
	Sales & Salvage Clerk				
	Scheduling Officer				
	Stock Clerk IV				
2F	Engineering Assistant III	\$ 18.96	\$ 19.68	\$ 20.39	\$ 21.15
	<b>Fuel System Officer</b>	\$ 39,242	\$ 40,733	\$ 42,202	\$ 43,775
	<b>Swimming Pool Technician</b>				
2G	Development Assistant	\$ 19.68	\$ 20.39	\$ 21.15	\$ 21.92
	Engineering Inspector	\$ 40,733	\$ 42,202	\$ 43,775	\$ 45,369
	Foreman - Facilities Operations				
	Foreman - Roadways				
	Foreman II				
	Foreman II - Traffic				
	<b>Hydrant Specialist</b>				

SALARY SCHEDULE "A"  
EFFECTIVE JANUARY 1, 2006

Pay Class	Job Classification	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year
	Lab Technician				
	Materials Coordinator				
	Materials Technician I				
	Program Specialist				
	Senior Scheduling Officer				
2H	Foreman - Golf Course	\$ 20.39	\$ 21.15	\$ 21.92	\$ 22.75
	Foreman - Cemetery Maintenance	\$ 42,202	\$ 43,775	\$ 45,369	\$ 47,087
	Foreman - Water Meter Shop				
	Forestry Technician				
	Geomatics Technician I				
	Lift Station Maintenance Specialist				
	Solid Waste Technologist				
	Storekeeper III				
	Survey Technician				
	Traffic Database Coordinator				
2I	Engineering Assistant IV	\$ 21.15	\$ 21.92	\$ 22.75	\$ 23.58
	Environmental Engineering Technologist	\$ 43,775	\$ 45,369	\$ 47,087	\$ 48,805
	Environmental Technologist				
	Fleet Maintenance Specialist				
	Fleet Management Technologist				
	Geomatics Technician II				
	Roadways Engineering Technologist				
	Traffic Signal Control Technician				
	Traffic Signal Control Electrician				
	Traffic Signal Systems Technician				
	Journey person - Carpenter				
	Journey person - Carpenter/Locksmith				
	Journey person - Electrician				
	Electrician - STP				
	Journey person - Industrial Mechanic				
	Journey person - Mechanic				
	Journey person - Painter/Decorator				
	Journey person - Plumber/Gasfitter				
	Journey person - Refrigeration/AC Mechanic				
	Journey person - Welder				
	Tradesperson II - Plumber (XCon/Backflow)				
	Tradesperson II (STP, Asphalt Plant)				
2J	Community Consultant	\$ 21.92	\$ 22.75	\$ 23.58	\$ 24.53



SALARY SCHEDULE "A"  
EFFECTIVE JANUARY 1, 2006

Pay Class	Job Classification	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year
	Engineering Technologist	\$ 45,369	\$ 47,087	\$ 48,805	\$ 50,771
	Fleet Stores Coordinator				
	Foreman II - Major Facilities				
	Foreman Welding Shop				
	Horticulture Extension Officer				
	Instrument Controls Specialist				
	Maintenance Repair Technician (Water Supply)				
	Water & Sewer Technical Coordinator				
2K	Neil Balkwill Civic Arts Centre Administrator	\$ 22.75	\$ 23.58	\$ 24.53	\$ 25.45
	Coordinator, Building Maintenance	\$ 47,087	\$ 48,805	\$ 50,771	\$ 52,675
	Electrical Technician				
	Entomology Research Analyst				
	Equipment Coordinator				
	Infrastructure & Planning Technologist				
2K	Irrigation Services Coordinator	\$ 22.75	\$ 23.58	\$ 24.53	\$ 25.45
	Project Coordinator	\$ 47,087	\$ 48,805	\$ 50,771	\$ 52,675
	Roadways Technician				
	Traffic Technologist				
	Water Technologist				
2L	STP Operations Coordinator	\$ 23.58	\$ 24.53	\$ 25.45	\$ 26.48
	Trades Coordinator - Electrical/Mechanical, Carpentry & Facilities Maintenance	\$ 48,805	\$ 50,771	\$ 52,675	\$ 54,807
	Trades Coordinator - Mechanical				
	Traffic Operations Coordinator				
	Traffic Signal Coordinator				
	Water System Coordinator				

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## SCHEDULE "B"

All casual staff shall be covered by the memorandum of working conditions outlined in this schedule.

Where specific provisions are not mentioned, the provisions of the permanent agreement shall apply.

### 1. OVERTIME

- (a) Overtime shall have the meaning given in the Statutes of the Province of Saskatchewan and Regulations thereunder and it shall be the responsibility of the official in charge to promptly report all overtime worked.
- (b) Notwithstanding Clause (a) hereof, casual employees under the 5/94 work week who are required to work in excess of eight (8) hours and thirty (30) minutes in one (1) day or forty-two (42) hours and thirty (30) minutes in one week, shall be paid at the rate of time and one-half for all hours so worked.

### 2. HOURS OF WORK

Hours of work shall be governed by the laws of the Province of Saskatchewan and Regulations thereunder except whereby agreement, such hours of work respecting certain classes of employees may be less than are prescribed by the said Statutes or Regulations. However, if an employee is required to work in any one day, he/she shall receive a minimum of two (2) hours pay at his/her regular rate of pay.

### 3. STATUTORY HOLIDAYS

- (a) The following shall be observed as holidays without deduction of pay therefore, and no employee shall be required to take time off in lieu of pay therefore:
  - New Year's Day
  - Good Friday
  - Easter Monday
  - Victoria Day
  - Canada Day
  - Saskatchewan Day
  - Labour Day
  - Thanksgiving Day
  - Remembrance Day
  - Christmas Day
  - Boxing Day
  - Any other day or part of a day proclaimed by **Federal**, Provincial or Municipal Government shall be observed as a holiday.

- (b) The observance of the above holidays may be made on days other than the calendar date when so proclaimed by **Federal**, Provincial or Civic authority,
- (c) Holiday Held on Off Days
- (i) When a holiday occurs on a day which coincides with the weekly day off and/or day of rest of an employee who regularly works from Monday through Friday, the following Monday and/or Tuesday shall be deemed to be a holiday in lieu thereof.
- (ii) When a holiday falls on a day which coincides with the weekly day off and/or day of rest, of an employee whose days of work differ from the above, the employee shall be paid for the holiday at straight time for each such occurrence.
- (iii) When a holiday is observed on a day in which an employee normally would be scheduled to work, the employee shall be paid an amount equal to what he/she would be entitled to as wages, exclusive of overtime, for that day if that day were not a holiday.

(d) Work on Holidays

When an employee is required to work on a holiday he/she shall be paid, in addition to his/her regular wage or salary for that day, one and one-half (1 1/2) times his/her regular rate of pay for each hour or part of an hour he/she is required to work on the day the Holiday is observed by the City.

(e) Absence on Holidays

Employees who are absent from work for any of the following reasons shall not be entitled to pay for Holidays which occur during their absence:

- (a) While in receipt of Workers' Compensation Benefits not supplemented by the City.
- (b) While on lay-off.

**Employees on approved leave of absence (without pay) or while under warranted suspension from work during any portion of the four (4) weeks prior to a statutory holiday will be entitled to statutory holiday pay in accordance with Labour Standards.**

#### 4. SENIORITY

- (a) Seniority shall be acquired by an employee after 2069 hours of accumulated service { as set out in **Article 1 (k)(i)** within one or more divisions of a department. It being understood and agreed, seniority will not accumulate during any period of lay off.
- (b) An employee shall lose seniority, as acquired under clause (a) hereof, by reason of
- (i) Resignation, except for voluntary resignation for purposes of attending a recognized education institute;
  - (ii) Dismissal for just cause;
  - (iii) No re-hire notice for just cause;
  - (iv) Absence from work without proper leave or reasonable cause;
  - (v) When an employee has been notified to report for work in accordance with **Clause 5**, subclause (c) hereof, and he/she fails to do so at the appointed time and place, he/she shall forfeit his/her right to further recall, unless his/her failure to so report is proven to have been occasioned by circumstances beyond his/her control or unless he/she refused short term employment during a period of seasonal layoff. Failing such proof, his/her failure to report to work shall be considered on his/her part as a voluntary severance of his/her employment with the City of Regina;
  - (vi) Continuous lay off for a period of twelve (12) consecutive months.
- (c) Seniority as herein defined, shall apply to casual employees, however, not vis-a-via, permanent employees.
- (d) Divisions for the purpose of this schedule are outlined as follows:

#### **Community Services**

- Aquatics
- Recreation Services
- Administration
- Child Care Attendants
- Parks, Horticulture, Cemeteries
- Forestry, Nursery
- Integrated Pest Management
- Irrigation, Golf Courses, Athletic Fields
- Landscape Trades

- Outdoor Ice (approximately November 15 – February 25) All Open Space Management divisions combined

### **Corporate Services**

- Facilities Cleaners
- Facilities Caretakers
- Facilities Operators
- Central Stores, Salvage & Fuel
- Facilities Trades
- Fleet Maintenance and Administration

### **Engineering & Works**

- Dispatch Clerks
- Survey
- Development and Technical Services
- Wastewater Treatment
- Solid Waste Collection
  - a Solid Waste Disposal
- Roadways Technical Support, Testing Lab and Field Services, Roadways Engineering
- Asphalt Production
- Roadways Operations
  - a Traffic Operations and Engineering
- Water Operations; Cross Connection and Water Metering
  - a Sewage Collection; Water, Wastewater, Drainage and Environmental Engineering

### **Finance**

- Water Attendants
- Distribution Clerks

#### 5. Recall

- (a) The principle of divisional seniority shall be applied for purpose of recall and employees shall be recalled to the division where they accumulated the majority of hours in the preceding twelve (12) months, in order of their seniority provided they possess the qualifications and ability to perform the work which is available.
- (b)
  - (i) Except as outlined under sub-section **5 (b) (ii), 5 (e) and 6 (b)** hereof employees covered by this schedule shall not have bumping rights, vis-a-vis, casual employees in other divisions.
  - (ii) Notwithstanding subsection (b) (i) above, where it is determined, either in advance of the recall process, or through the actual recall

process, that an employee with seniority will not be recalled to his/her division, the following will be enacted:

- (a) The employee will be placed on the recall list of another division, positioning in which will be in line with his/her seniority, and recalled in accordance with further recalls to that division.
  - (b) Should, after being so placed as in (ii) (a) above, the employee not be recalled within three (3) weeks from the commencement date of recall in that division, he/she will be placed in another division or, failing so, will be allowed to bump the most junior employee in the division, failing that the department, and failing that the bargaining unit, whose job he/she is able to perform without training, provided of course that he/she has greater departmental seniority than the employee he/she wishes to bump.
  - (c) It is understood that when an employee transfers from one division to another as provided in (a) or (b) above, he/she will transfer his/her accumulated seniority with him/her.
- (c) When employees are to be called back to work they shall, except in emergency situations, be so notified at least three (3) days prior to the date they are scheduled to report for work. Notice of their recall to work shall be directed to them by telephone and if such employee cannot be contacted a registered letter will be sent to their last known address on record with the Human Resources Department.
  - (d) It shall be the responsibility of each employee to notify the Human Resources Department of any change in his/her home address and telephone number.
  - (e) Casual employees directly affected by departmental re-organization or technological change will be placed in other divisions or, failing so, may exercise bumping rights within the division, failing that the department, and failing that the bargaining unit, in order of seniority provided they possess the necessary qualifications and ability to perform the work which is available.
  - (f)
    - (i) Employees with seniority who are not recalled to work in accordance with Clause (a) or (b) hereof, will be given consideration for employment in other applicable departments ahead of applicants from outside the City, provided they possess the necessary qualifications and ability to perform the work which is available.
    - (ii) It is understood that in the event an employee is placed from one division to another provided for in f(i) above, the employee shall have

all accumulated seniority transferred to the new division on December 31 or the last working day of the year.

- (iii) Employees who are recalled or placed within another division will not have the option of returning to their original division.

6. Layoff or Termination Notice

- (a) The principle of divisional seniority shall be applied for the purposes of lay-off and employees shall be laid off in their division in the reverse order of their seniority, except where mutually agreed between the City and the Union.
- (b) Notwithstanding Clause (a) hereof, employees with seniority who may be subject to lay-off during the period from April 15 to September 30 and who have not acquired a minimum of eight hundred (800) hours employment in the preceding twelve (12) month period, may exercise bumping rights over other employees within their department who have no seniority, provided they possess the qualifications and ability to perform the work which is available.
- (c) Notwithstanding Clauses (a) or (b) hereof, all employees covered under this Schedule shall be entitled to receive notice of layoff in accordance with the provisions of the Saskatchewan Labour Standards Act, 1995.
- (d) All employees covered by this schedule with less than three (3) months continuous employment with the City shall not be entitled to the foregoing provision.

7. Notification of Compensation for Occupational Injury

Injuries which are sustained by employees during the course of their employment with the City, shall be promptly reported to the immediate supervisor, and to the Workers' Compensation Board by the Department concerned.

8. Annual Vacation

Annual vacation shall be provided to employees who are covered by this agreement in accordance with the provisions of the Labour Standards Act, 1969 and amendments thereto.

9. Pay for Work Performed

Employees shall be paid for the particular class or classes of work they perform in accordance with the rates of pay set forth in the Schedules of this Agreement.

10. Seniority list

The City will provide the Union with a casual employee seniority list by January 31st and August 31st each year updated to the preceding December 31st and July 31st respectively.

The December 31 seniority list will include hours transferred under schedule B **11(f)**.

11. Transfers

- a) Casual employees with seniority who wish to transfer from one division to another must complete a "Request to Transfer" application which is available in the Human Resources Department and is to be returned to the Human Resources Department upon completion. Only one transfer request per application form is allowed.
- b) Unsuccessful requests to transfer will be purged annually. Therefore, employees must apply prior to March 15 each year if they wish to be considered for a transfer.  
**Effective 2007, the closing date will be February 15 each year.**
- c) The closing date for making application to transfer will be March 15 each year (or the working day immediately prior to March 15 in the event the 15th is an earned day off, Saturday, or Sunday). Seniority hours used in making transfer selections will also be based on the March 15 date.  
**Effective 2007, the closing date will be February 15 each year.**
- d) Human Resources will provide Local 21 with a copy of the Employees' Requests to Transfer. Human Resources will provide ongoing notice to Local 21 of successful transfers.
- e) When a division has exhausted its recall list and requires additional employees, those employees who have requested a transfer to that division will be transferred in order of seniority provided they possess the qualifications and ability to perform the work which is available.
- f) The accumulated seniority of an employee who transfers from one division to another under this Article shall be transferred to the new division on December 31st or the last working day of the year the transfer occurs.
- g) Employees who are granted a transfer from one division to another, do not have a right to revert to the original division except as provided for in this Article. Notwithstanding **Schedule B(5)(a)**, future recalls will be to the new division. An employee who is not recalled to their new division in the



year following the transfer, will have the right to revert to the original division with all accumulated seniority.

- h) Employees will be limited to one transfer per twelve month period. Upon a successful transfer, any outstanding requests to transfer will be removed.
- i) Total accumulated seniority will be utilized for the purpose of permanent competitions.
- j) Upon mutual agreement between the union and the city, an employee shall be able to revert to his/her former position, without prejudice, within the current year of his/her transfer. He/she shall not regain full seniority, as restricted in this article, until December 31st of the year of reversion. He/she shall also be restricted from re-applying to transfer to this same division for the next calendar year.

## 12. Pension Plan

- (a) The pension plan in respect of members of the union who have acquired and maintain seniority in accordance with Clause 5 of this schedule shall be as identified in Schedule "A" of the City of Regina Casual Employees' Superannuation Plan as adopted by the Council of the City of Regina under Bylaw No. 8589, and amendments thereto.
- (b) The plan text of the City of Regina Casual Employees' Superannuation Plan shall form part of this agreement, and may only be altered or amended by mutual agreement of both parties.
- (c) The Union shall form a Pension Advisory Committee as specified under the Pension Benefit Act of Saskatchewan to meet with the administrative board on a regular basis.
- (d) Any dispute, difference or disagreement between the parties with respect to the application of the plan text shall be subject to the provision outlined in Article 8 of this agreement.

## 13. Sick Leave

- (a) Effective September 1, 1993, all casual employees with 4,160 regular hours worked shall accumulate sick leave credits. Such credits shall accumulate at the rate of 0.061602 hours credit for each regular hour. A maximum of 120 hours may be accumulated. "Regular hours" for the purpose of this clause shall mean all hours worked for which overtime is not payable.
- (b) Employees are entitled to payment for absence from work due to sickness, to the extent sick leave credits have been earned, in the following manner:

On each occasion of sickness:

- i) first day of absence - no payment
- ii) second and subsequent days of absence - full payment for regular scheduled hours.

Rate of pay shall be the last rate paid to the employee prior to the sickness.

For the purpose of i) above, a day shall equal the twenty-four (24) hour period following absence from work due to sickness.

- (c) Sickness shall include non-occupational injury or injury not covered by the workers' compensation act and/or regulations made thereunder, provided, however, that absence from work due to illness or injury resulting from misconduct on the **part** of an employee shall not be paid for.
- (d) Employees who are receiving benefits under the Workers' Compensation Act and/or regulations made thereunder, shall not be paid for absence from work due to sickness.
- (e) Each employee who is absent from work due to sickness for up to and including five (5) days, shall be required to complete an employee absence report declaring that his/her absence was as a result of personal sickness. If an employee is absent from work due to sickness for a period exceeding five (5) working days, the employee shall, in addition, prior to returning to work, produce a medical certificate, signed by a physician, certifying that the employee was unable to perform his/her work due to personal sickness.

Notwithstanding the foregoing, an employee shall, at the direction of the Director of the Department, produce a medical certificate signed by a physician certifying that the employee was unable to perform his/her work due to personal sickness. The City will pay the cost in attaining such certificates.

Failure to comply with the above provisions may result in denial of the sick leave payment.

- (f) The City reserves the right to call for an examination of any employee who is absent from work due to sickness. Such examination shall be conducted by a qualified physician appointed by the City.
- (g) Every employee who absents himself/herself from work on account of sickness shall, wherever possible, notify his/her department prior to the commencement of his/her regular work day. Failure to do so, unless notification is shown to have been unavoidable and satisfactory proof of

sickness is furnished, may result in denial of the sick leave payment and disciplinary action may be taken.

- (h) In the event an employee loses seniority, in accordance with schedule "B" **4(b)**, all sick leave will be cancelled.
- (i) Sick credits shall not be utilized during a period of layoff or to extend the date of layoff.
- (j) Casual employees who are appointed to a permanent position shall retain one half (1/2) of their sick leave accumulation, or, the total number of sick days accumulated at last date of recall, whichever is greater.

#### 14. Bereavement Leave

Effective September 1, 1993, where a casual employee with 2080 regular hours worked suffers a death in the immediate family, providing the relationship with the decedent is that of spouse, child, father, mother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, **daughter-in-law, son-in-law**, or of equivalent common law status; or grandparent, grandchild or equivalent "step" relationship, the employee shall be granted up to three (3) consecutive working days bereavement leave with pay at the discretion of the Director of the Department. "Regular hours" for the purpose of this clause shall mean all hours worked for which overtime is not payable.

#### 15. Group Life Insurance

- (a) Effective December 25, 1996, the City shall maintain a Group Life Insurance Plan which is cost-shared on a 50/50 basis with employees. The level of insurance provided shall be as follows:

Employees with 2069 - 10,000 hours of service as set out in Article 1, Clause (n)(i) - \$15,000 coverage

Employees with greater than 10,000 hours of service as set out in Article 1, Clause (n)(i) - \$40,000 coverage

- (b) Premiums to cover the twelve months following recall shall be collected from the employee during the first four pay periods after June 1 or if the employee is recalled to employment after June 1, in the four initial pay periods following commencement of employment.
- (c) All existing and new employees shall, as a condition of their employment, make application for Group Life Insurance and shall maintain their membership in the Plan during their entire employment with the City.

**SALARY SCHEDULE "B"**  
**CASUAL STAFF**

Pay Class	Job Classification	Effective Jan. 1, 2004	Effective Jan. 1, 2005	Effective Jan. 1, 2006
<b>3A</b>	<b>Casual Recreation Program Worker</b> <b>Facility Attendant</b>	\$ 8.90	\$ 9.12	\$ 9.26
<b>3B</b>	Cashier Childcare Attendant Outdoor Pool Cashier Program Instructor Traffic Counter	\$ 9.25	\$ 9.48	\$ 9.62
<b>3C</b>	Lifeguard/Instructor I Major Facility Cashier (Start) (Maximum After 2080 Hours)	\$ 10.85 \$ 9.89 \$ 10.85	\$ 11.12 \$ 10.14 \$ 11.12	\$ 11.29 \$ 10.29 \$ 11.29
<b>3D</b>	<b>Facility Supervisor</b> Program Supervisor <b>Program Technician</b>	\$ 11.13	\$ 11.41	\$ 11.58
<b>3E</b>	Vacant	\$ 12.05	\$ 12.35	\$ 12.54
<b>3F</b>	Lifeguard/Instructor II	\$ 12.44	\$ 12.75	\$ 12.94
<b>3G</b>	Vacant	\$ 12.79	\$ 13.11	\$ 13.31
<b>3H</b>	<b>Aboriginal Recreation Worker</b> Art Preparator Lead Guard Neighbourhood Centre Supervisor <b>Program Coordinator</b> Youth Recreation Worker <b>Youth Strategy Coordinator</b>	\$ 13.75	\$ 14.09	\$ 14.30
<b>3I</b>	Casual Labourer (1 <sup>st</sup> Year) (2 <sup>nd</sup> Year) <b>Casual Labourer rates applicable to employees hired on or after January 1, 2006:</b> (1 <sup>st</sup> Year) (2 <sup>nd</sup> Year)	\$ 12.44 \$ 14.92	\$ 12.75 \$ 15.29	\$ 12.94 \$ 15.52 \$ 10.10 \$ 12.52

Any casual employee performing in a position not covered by this Schedule shall be paid in accordance with Schedule "A".

**SCHEDULE "C"**

All Supervisors shall be covered by the memorandum of working conditions outlined in this Schedule.

Where specific provisions are not mentioned the provisions of the Agreement and Schedule "A" shall apply.

**1. HOURS OF WORK**

The normal hours of work for employees covered by this Schedule shall be eight (8) hours and thirty (30) minutes per day, Monday to Friday, with provision for a one-half (1/2) hour lunch period for a maximum of forty-two (42) hours and thirty (30) minutes in any week.

**2. EMPLOYEES PERFORMING SUPERIOR DUTIES**

- (a) When an employee is required to substantially perform the duties of a higher paid position temporarily, he/she shall be paid the minimum salary which has been established for such higher paid position for such time as he/she performs the duties thereof, provided this minimum shall be at least seven (7) cents per hour above his/her regular rate. If this minimum is equal to or less than his/her regular rate, he/she shall be paid at the step in the range of the higher paid position which is at least seven (7) cents per hour above his/her regular rate.
- (b) When an employee is required to replace the incumbent of any one (1) higher paid decertified position, he/she shall be paid an additional amount equal to 10% of his/her normal rate of pay.
- (c) Before any employee can be assigned to substitute for another employee in a higher paid position, it must be established that the substitute employee has the required qualifications including administrative and supervisory skills in the division in which substitution is to be made.
- (d) It is agreed that any payment for superior duties shall only apply to one (1) position and further, that as a result of a higher classification within this Agreement becoming temporarily vacant, a chain reaction of superior duties will not follow.

**SALARY SCHEDULE "C"**  
**EFFECTIVE JANUARY 1, 2004**

Pay Class	Job Classification	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	5 <sup>th</sup> Year
<b>4A</b>	<b>Supervisor, Central Stores, Salvage &amp; Fuel</b>	\$ 21.53	\$ 22.87	\$ 24.17	\$ 25.50	\$ 26.80
	Supervisor, Material Supply	\$ 44,562	\$ 47,335	\$ 50,026	\$ 52,779	\$ 55,469
<b>4B</b>	<b>Assistant Superintendent</b>	\$ 22.61	\$ 24.00	\$ 25.41	\$ 26.72	\$ 28.15
	Leisure Centre Supervisor	\$ 46,797	\$ 49,674	\$ 52,592	\$ 55,304	\$ 58,263
	<b>Supervisor, Golf Courses</b>					
	Supervisor, Inspection					
	Supervisor, Parks Development					
	<b>Supervisor, Pest Management</b>					
	Supervisor, Sewage Collection					
	Supervisor, Solid Waste Collection					
	Supervisor, Solid Waste Disposal					
	<b>Supervisor, STP Maintenance</b>					
	Supervisor, Survey					
	Supervisor, Traffic Operations					
	Supervisor, Water Distribution					
	Supervisor, Water Supply					
	<b>4C</b>	<b>Supervisor, Chemist</b>	\$ 23.65	\$ 25.11	\$ 26.55	\$ 28.01
Supervisor, Subdivision Development		\$ 48,950	\$ 51,971	\$ 54,952	\$ 57,974	\$ 60,933
<b>Supervisor, Testing Lab &amp; Field Services</b>						
<b>4D</b>	<b>Supervisor, Urban Forestry</b>					
	Vacant	\$ 24.73	\$ 26.23	\$ 27.72	\$ 29.22	\$ 30.75
		\$ 51,185	\$ 54,290	\$ 57,373	\$ 60,478	\$ 63,645

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**SALARY SCHEDULE "C"**  
**EFFECTIVE JANUARY 1, 2005**

Pay Class	Job Classification	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	5 <sup>th</sup> Year
<b>4A</b>	<b>Supervisor, Central Stores, Salvage &amp; Fuel</b>	\$ 22.07	\$ 23.44	\$ 24.77	\$ 26.14	\$ 27.47
	Supervisor, Material Supply	\$ 45,679	\$ 48,515	\$ 51,268	\$ 54,103	\$ 56,856
	<b>Supervisor, Park Services</b>					
	<b>Supervisor, Parks Maintenance</b>					
<b>4B</b>	<b>Assistant Superintendent</b>	\$ 23.18	\$ 24.60	\$ 26.05	\$ 27.39	\$ 28.85
	Leisure Centre Supervisor	\$ 47,977	\$ 50,916	\$ 53,917	\$ 56,690	\$ 59,712
	<b>Supervisor, Golf Courses</b>					
	Supervisor, Inspection					
	Supervisor, Parks Development					
	<b>Supervisor, Pest Management</b>					
	Supervisor, Sewage Collection					
	Supervisor, Solid Waste Collection					
	Supervisor, Solid Waste Disposal					
	<b>Supervisor, STP Maintenance</b>					
	Supervisor, Survey					
	Supervisor, Traffic Operations					
	Supervisor, Water Distribution					
	Supervisor, Water Supply					
<b>4C</b>	<b>Supervisor, Chemist</b>	\$ 24.24	\$ 25.74	\$ 27.21	\$ 28.71	\$ 30.18
	Supervisor, Subdivision Development	\$ 50,171	\$ 53,275	\$ 56,318	\$ 59,423	\$ 62,465
	<b>Supervisor, Testing Lab &amp; Field Services</b>					
	<b>Supervisor, Urban Forestry</b>					
<b>4D</b>	Vacant	\$ 25.35	\$ 26.89	\$ 28.41	\$ 29.95	\$ 31.52
		\$ 52,468	\$ 55,656	\$ 58,802	\$ 61,989	\$ 65,239

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**SALARY SCHEDULE "C"**  
**EFFECTIVE JANUARY 1, 2006**

Pay Class	Job Classification	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	5 <sup>th</sup> Year
4A	<b>Supervisor, Central Stores, Salvage &amp; Fuel</b>	\$ 22.40	\$ 23.79	\$ 25.14	\$ 26.53	\$ 27.88
	Supervisor, Material Supply	\$ 46,362	\$ 49,239	\$ 52,034	\$ 54,910	\$ 57,705
	<b>Supervisor, Park Services</b> <b>Supervisor, Parks Maintenance</b>					
4B	<b>Assistant Superintendent</b>	\$ 23.53	\$ 24.97	\$ 26.44	\$ 27.80	\$ 29.28
	Leisure Centre Supervisor	\$ 48,701	\$ 51,682	\$ 54,724	\$ 57,539	\$ 60,602
	<b>Supervisor, Golf Courses</b>					
	Supervisor, Inspection					
	Supervisor, Parks Development					
	<b>Supervisor, Pest Management</b>					
	Supervisor, Sewage Collection					
	Supervisor, Solid Waste Collection					
	Supervisor, Solid Waste Disposal					
	<b>Supervisor, STP Maintenance</b>					
	Supervisor, Survey					
	Supervisor, Traffic Operations					
	Supervisor, Water Distribution					
Supervisor, Water Supply						
4C	<b>Supervisor, Chemist</b>	\$ 24.60	\$ 26.13	\$ 27.62	\$ 29.14	\$ 30.63
	Supervisor, Subdivision Development	\$ 50,916	\$ 54,083	\$ 57,166	\$ 60,313	\$ 63,396
	<b>Supervisor, Testing Lab &amp; Field Services</b> <b>Supervisor, Urban Forestry</b>					
4D	Vacant	\$ 25.73	\$ 27.29	\$ 28.84	\$ 30.40	\$ 31.99
		\$ 53,255	\$ 56,483	\$ 59,692	\$ 62,920	\$ 66,211

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## SCHEDULE "D"

All the Control Room Operator's, Maintenance Repairmen, Junior and Senior Maintenance Operators at the Sewage Treatment Plant as well as relief employees shall be covered by the memorandum of working conditions outlined in this Schedule.

Where specific provisions are not mentioned, the provisions of the Agreement and Schedule "A" shall apply.

### 1. Hours of Work

Employees would work twelve (12) hour shifts on the following basis:

- (a) Two (2) days of twelve (12) hours each followed by two (2) nights of twelve (12) hours each followed by four (4) days off.
- (b) A complete cycle occurs in eight (8) weeks (fifty-six (56) days), having worked twenty-eight (28) shifts times twelve (12) hours each equals forty-two (42) hours/week average.
- (c) Shifts would be on the basis of 7:30 a.m. to 7:30 p.m.; 7:30 p.m. to 7:30 a.m.

- 2. (a) Conversion of "weeks" vacation to twelve hour shifts -- a twelve (12) hour shift would be equal to one and one-half (1 1/2) days vacation.
- (b) Conversion of Sick Leave -- same as (a) above.
- (c) Shift Differential of sixty-eight (68) cents per hour will be paid for all hours worked between 7:30 p.m. and 7:30 a.m.
- (d) Conversion of Civic or Statutory Holidays to twelve (12) hour shifts -- pay for hours worked on holidays at present rates (triple time for all hours worked on holiday). If day off falls on a holiday -- employee will receive eight (8) hours pay for the holiday.
- (e) Conversion of eight hour shifts to twelve (12) hours shifts -- all scheduled twelve (12) hours shifts are straight time (i.e. Overtime does not commence at the end of eight (8) hours).
- (f) Conversion of Overtime to twelve (12) hour shift application -- use present contract after twelve (12) hours work per day,
- (g) (i) It is agreed that the fourteenth (14th) and twenty-eight (28th) shift will be designated as the overtime shifts for working designated time off. For example, if an employee works on the above mentioned shifts,

he/she will receive four (4) hours at straight time and the last eight (8) hours at double time. If an employee is sick or on vacation on the above mentioned shifts, he/she will be entitled to four (4) hours sick leave or be deducted four (4) hours vacation for these shifts.

(ii) Notwithstanding clause (i) hereof, if the fourteenth (14th) or twenty-eighth (28th) shift falls on a statutory holiday, the City will pay the following:

(a) regular pay for that day (4 hours at straight time and 8 hours at double time).

(b) Premium pay for working on the holiday (2 times for each hour worked).

(h) Statutory Holiday

If the 14th or 28th shift falls on a statutory holiday, the City will pay the following:

a) Regular pay for that day (4 hours at straight time and 8 hours at double time)

b) Premium pay for working on the holiday  
(2 Times for each hour worked)

e.g. If an employee works the day shift on a statutory holiday which coincides with the 14th or 28th shift, he/she will receive 44 hours pay.

(i) For the purpose of annual vacation credit and sick leave credit the following shall be applicable:

One (1) day sick leave credit - 8.5 Hours

One (1) day vacation credit - 8.5 Hours

### 3. Relief Operators

(a) Operators will be paid double time for all hours worked on their days off.

(b) Day employees required to relieve operators will be paid at the appropriate rate for the position.

(c) Employees that are normally not on shift work but are required to fill in for shift employees will be paid at premium rates as outlined in the contract subject to the following:

- (i) The Calendar week in which an employee is informed of a schedule change will be known as the Week of Notification.
  - (ii) In any change in an employee's work schedule, the week in which the actual change of schedule occurs will be known as the Changeover Week.
  - (iii) If the change of schedule is to be effective during the week of notification, overtime will be paid.
  - (iv) If the change of Schedule is to be effective in any week which follows the Week of Notification, the employee will adopt the schedule he/she is assigned to without payment of overtime rates for work performed on day off and/or day of rest of his/her formed schedule. However, the City is prepared to utilize at cut off time of 4:30 p.m., on Thursday for Sunday work and 4:30 p.m. on Friday for the other days in the following week as a guide.
  - (v) The City will endeavour to provide relief operators with thirty-four (34) hours worked in a week in which a designated day off falls and 42.5 hours in a regular work week.
  - (vi) Should an employee have to make up four (4) or more hours in a week, such employee will work an extra day, whereas an employee who has to make up less than four (4) hours, will work overtime to accomplish this.
- (d) Payment of overtime for relief operators will be at double time for all hours worked in excess of 314.5 hours or 323 hours depending on the number of designated day offs in a eight (8) week cycle commencing May 3rd, 1981. It should be understood that if an employee receives premium pay for any hours worked in such eight (8) week cycle, such hours will not be included in the cumulative total for that period.
  - (e) If, in the future, management has difficulty finding qualified relief employees to fill in for unscheduled absences, then the Union will agree to provide qualified employees for such absences.

#### 4. Procedure for Relief Operations

- (a) Vacation leave Control Room duties • relief operator duties will be arranged by the Water Supply Supervisor and will be chosen by seniority as follows:

Operator with most hours as Control Room Operator will be relieved by Maintenance Repairman with most R/O time through to operator with least hours being relieved by Maintenance Repairman with least WO time.

- (b) Overtime occurring on day shift Monday - Friday excluding E.D.O.'S.

First Call Maintenance Repairman: See List I (on a rotating basis; if there is no Maintenance Repairman available, then call the Control Room Operator. See List 11).

- (c) Overtime required on E.D.O., Saturday, Sunday, Statutory Holiday or evening shift.

See List II (cannot use personnel who would be required to work more than 12 consecutive hours).

Note: The Maintenance Repairman day list (List I) and the 12 hours overtime rotational (List 11) are to be kept separate.

Operator on duty must call supervisor or alternate to arrange for relief duties. If operator is unable to contact supervisor or alternate, he/she is responsible to find R/O by following the cycle on the rotation list.

- (d) Employee unable to work his/her turn will remain at the top of the list and, except where work schedule conflicts with required relief, the next operator on the list is called until relief help is found. Date and hour called must be recorded for office reference. Employees on vacation may be called in for relief duties if they have indicated that they will be available.
- (e) Relief duties are not to be combined with regular shift duties. A shift is not to exceed 12 hours, regular, combination regular and overtime or all overtime.

List I

Maintenance Repairman (Day)

- a \_\_\_\_\_
- b \_\_\_\_\_
- c \_\_\_\_\_
- d \_\_\_\_\_

List II

Control Room Operator/Maintenance Repairman

- a \_\_\_\_\_
- b \_\_\_\_\_
- c \_\_\_\_\_
- d \_\_\_\_\_

## SCHEDULE "E"

Caretakers - Mechanical and Maintenance working on a rotational basis in the Facilities Department, shall be covered by the memorandum of working conditions outlined in this schedule.

Where specific provisions are not mentioned, the provisions of the Agreement shall apply.

### 1. Hours of Work

Employees would work twelve (12) hour shifts on the following basis:

- (a) In every 28 day cycle, every employee is required to work thirteen (13) 12 hours shifts followed by one (1) 4 hour shift (3 p.m. to 7 p.m. Wednesdays).
  - (b) Shifts would be on the basis of 7 a.m. to 7 p.m.; 7 p.m. to 7 a.m. except as indicated in Clause (a) hereof.
2. (a) Conversion of "weeks" vacation to twelve hour shifts -- a twelve (12) hour shift would be equal to one and one-half (1 1/2) days vacation.
  - (b) Conversion of sick leave -- same as (a) above.
  - (c) Shift Differential of sixty-eight (68) cents per hour will be paid for all hours worked between 7:00 p.m. and 7:00 a.m.
  - (d) Conversion of Civic or Statutory Holidays to twelve (12) hour shifts -- pay for hours worked on holidays at present rates (triple time for all hours worked on holiday). If day off falls on a holiday -- employees will receive eight (8) hours pay for the holiday.
  - (e) Conversion of eight hour shifts to twelve (12) hour shifts -- all scheduled twelve (12) hour shifts are straight time (i.e. overtime does not commence at the end of eight (8) hours).
  - (f) Conversion of overtime to twelve (12) hour shift application -- use present contract after twelve (12) hours work per day.
  - (g) In any week in which a statutory holiday is observed, overtime rates will be paid for all hours worked in excess of forty (40) hours.

(In calculating the time worked by an employee in any such week, no account shall be taken of any time worked by him/her on the statutory holiday.)

**Schedule "E" Pay Rates**

		<b>Effective January 1, 2004</b>				
		Step 1	Step 2	Step 3	Step 4	Step 5
Caretaker						
Mechanical & Maintenance		\$ 14.12	\$ 14.95	\$ 15.83	\$ 16.79	\$ 17.87
		\$ 29,225	\$ 30,943	\$ 32,764	\$ 34,751	\$ 36,986
		<b>Effective January 1, 2005</b>				
		Step 1	Step 2	Step 3	Step 4	Step 5
Caretaker						
Mechanical & Maintenance		\$ 14.47	\$ 15.32	\$ 16.23	\$ 17.21	\$ 18.32
		\$ 29,949	\$ 31,709	\$ 33,592	\$ 35,620	\$ 37,918
		<b>Effective January 1, 2006</b>				
		Step 1	Step 2	Step 3	Step 4	Step 5
Caretaker						
Mechanical & Maintenance		\$ 14.69	\$ 15.55	\$ 16.47	\$ 17.47	\$ 18.59
		\$ 30,405	\$ 32,185	\$ 34,089	\$ 36,159	\$ 38,477

**SCHEDULE "F"**

All permanent part-time Cleaners shall be covered by the Memorandum of Working Conditions outlined in this schedule.

Where specific provisions are not mentioned, the provisions of the permanent agreement shall apply:

1. Hours of work

The normal hours of work for employees covered by this schedule shall be from 4:30 p.m. until 8:30 p.m., Monday through Friday, for a twenty (20) hour work week.

2. Sick leave, holidays and annual vacation

In regard to the above benefits, the relevant sections of the agreement will apply except that it is agreed that a day in respect of these employees means four (4) hours.

3. Overtime

An employee shall receive overtime in accordance with Article 17 of this agreement for all hours worked in excess of eight (8) hours in a day or forty (40) hours in a week.

4. Seniority

Seniority provisions will apply as defined in Article 9 of the permanent agreement, however, seniority will be prorated based on the provisions as defined in Article 1 (n) (iii).

5. Pay Schedule

	Effective January 1, 2004	Effective January 1, 2005	Effective January 1, 2006
Cleaner - City Hall	\$ 12.66	\$ 12.98	\$ 13.17

6. Spareboard

Should a permanent part-time cleaner position become temporarily available, the senior qualified cleaner will have the option to temporarily assume the available piece of work.

Overtime will only be available once all permanent part-time cleaners have been offered the available piece(s) of work.

7. Vacancies

All vacancies will be filled in a timely manner without significant delay, following the provisions of Article 9 – Vacancies and New Positions.

Should a position remain vacant for greater than 90 days, discussions will occur with the union for the reasons for such vacancy. Where no agreement between the parties can be reached, cleaners will not work more than 4 hours.

If a position is left vacant for more than 90 days, no employee shall work more than 4 hours.

8. Grandfathering/Grandmothering

Permanent employees as of January 1, 2001 have the option, upon mutual agreement between human resources and the union, to be grandfathered/ grandmothered in an 8-hour shift, 40 hour work week. Upon vacancy, the permanent position(s) will be filled as 4-hour part-time positions following the terms and conditions as outlined above.



## Appendix A

CLOTHING – The City agrees to supply clothing to employees on the following basis:

CLASSIFICATION	CLOTHING SUPPLIED	(ISSUED)
<b>PUBLIC WORKS</b>	<b>Initially Provided</b>	<b>Replaced Thereafter:</b>
<u><i>Traffic Operations Division</i></u> - Parking Meter Section	<ul style="list-style-type: none"> <li>- 1 Jacket or Bomber Jacket</li> <li>- 2 Pair of trousers, lined or unlined as preferred</li> <li>- 4 shirts</li> <li>- 1 Tie</li> <li>- 1 Summer Cap (baseball type)</li> <li>- 1 Winter Cap (fur or toque)</li> <li>- 1 Overcoat or Parka</li> </ul>	<ul style="list-style-type: none"> <li>- Per Annum</li> <li style="text-align: center;">▼</li> <li>- Every 3 years</li> </ul>
- Sign Shop Worker	- 2 Smocks	- As Required (turn-in Basis)
- Traffic Technicians/Electricians	<ul style="list-style-type: none"> <li>- 3 Smocks</li> <li>- 1 Pair Lineman Hot Gloves</li> </ul>	<ul style="list-style-type: none"> <li>- As Required (turn-in Basis)</li> <li style="text-align: center;">▼</li> </ul>
<ul style="list-style-type: none"> <li>- Equipment Operator III – Paint Truck</li> <li>- Traffic Marker</li> <li>- Employees Assigned to Painting Cross Walks</li> </ul>	- 2 Pairs of Coveralls	- As Required (turn-in Basis)
- All Employees	- Summer & Winter Gloves/Mitts	- As Required (turn-in Basis)
<u><i>Water Meter Shop Division</i></u> - All Employees	<ul style="list-style-type: none"> <li>- 1 Jacket or Bomber Jacket</li> <li>- 2 Pair of trousers, lined or unlined as preferred</li> <li>- 4 Shirts</li> <li>- 1 Tie</li> <li>- 1 Summer Cap (baseball type)</li> <li>- 1 Winter Cap (fur or toque)</li> <li>- Summer &amp; Winter Gloves/Mitts</li> <li>- 2 Pairs of Coveralls</li> <li>- 1 Overcoat or Parka</li> </ul>	<ul style="list-style-type: none"> <li>- Per Annum</li> <li style="text-align: center;">▼</li> <li>- As Required (turn-in basis)</li> <li style="text-align: center;">▼</li> <li>- Every 3 Years</li> </ul>
- All Employees		- As Required (turn-in Basis)
<u><i>Water Distribution Division</i></u> - All Employees	<ul style="list-style-type: none"> <li>- 2 Pairs of Coveralls</li> <li>- Summer &amp; Winter Gloves/Mitts</li> <li>- Rubber Boots</li> <li>- Water Repellent Jackets &amp; Pants</li> </ul>	<ul style="list-style-type: none"> <li>- As Required (turn-in Basis)</li> <li style="text-align: center;">▼</li> </ul>
<u><i>Sewage Collection Division</i></u> - All Employees	<ul style="list-style-type: none"> <li>- 2 Pairs of Coveralls</li> <li>- Summer &amp; Winter Gloves/Mitts</li> <li>- Rubber Boots</li> <li>- Water Repellent Jackets &amp; Pants</li> </ul>	<ul style="list-style-type: none"> <li>- As Required (turn-in Basis)</li> <li style="text-align: center;">▼</li> </ul>
<u><i>Water Supply Division</i></u> - All Employees	<ul style="list-style-type: none"> <li>- 2 Pairs of Coveralls</li> <li>- Summer &amp; Winter Gloves/Mitts</li> <li>- Rubber Boots</li> <li>- Water Repellent Jackets &amp; Pants</li> </ul>	<ul style="list-style-type: none"> <li>- As Required (turn-in Basis)</li> <li style="text-align: center;">▼</li> </ul>
- Control Room Operators - Farrell Pumping Station	- 4 Smocks	- As Required (turn-in Basis)

CLASSIFICATION	EQUIPMENT ISSUED	ISSUED
<u>Solid Waste Collection &amp; Disposal Division</u> - All Employees	- 2 Pairs of Coveralls - Summer & Winter Gloves/Mitts	- As Required (turn-in Basis) ▼
- Utility Person/Landfill	- 1 Jacket or Bomber Jacket - 2 Pair of trousers, lined or unlined as preferred - 4 Shirts - 1 Tie - 1 Summer Cap (baseball type) - 1 Winter Cap (fur or toque) - 1 Overcoat or Parka	- Per Annum ▼  - Every 3 Years
- Solid Waste Collection Employees	- Raincoats	- As Required (turn-in Basis)
<u>Sewage Treatment Division</u> - Laboratory Employees	- 2 Smocks	- As Required (turn-in Basis)
- Operators	- 2 Pairs of Coveralls - Summer & Winter Gloves/Mitts	- As Required (turn-in Basis) ▼
- Trades Employees	- 2 Pairs of Coveralls - Summer & Winter Gloves/Mitts	- As Required (turn-in Basis) ▼
<u>Roadways Division</u> - Equipment Operator III - Equipment Operator IV - Formsetter	- 2 Pairs of Coveralls	- As Required (turn-in Basis)
- All Employees	- Summer & Winter Gloves/Mitts	- As Required (turn-in Basis)
- Tar Kettle Person (Per Crew) - Crack Sealing Crew	- 1 Pair of Coveralls	- As Required (turn-in Basis)
<b>MUNICIPAL ENGINEERING</b>		
<u>Inspection Division</u> - All Employees	- 2 Pairs of Coveralls - Summer & Winter Gloves/Mitts - Rubber Boots - Water Repellent Jackets & Pants	- As Required (turn-in Basis) ▼
<u>Development Division</u> - All Employees	- 2 Pairs of Coveralls - Summer & Winter Gloves/Mitts - Rubber Boots - Water Repellent Jackets & Pants	- As Required (turn-in Basis) ▼
<u>Environmental Engineering Division</u> - Environmental Technologists	- 2 Smocks	- As Required (turn-in Basis)
<u>Material Testing &amp; Quality Control Division</u> - All Employees	- 2 Smocks - Summer & Winter Gloves/Mitts	- As Required (turn-in Basis) ▼
<b>COMMUNITY SERVICES</b>		
- Cemetery Employees	- Rainproof Gloves - Rubber Boots - Water Repellent Jackets & Pants	- As Required (turn-in Basis) ▼
- Boulevard Employees	- Rainproof Gloves - Rubber Boots - Water Repellent Jackets & Pants	- As Required (turn-in Basis) ▼
- All Parks Employees	- Summer & Winter Gloves/Mitts	- As Required (turn-in Basis)
- Forestry Employees	- 2 Pairs of Coveralls - Rubber Boots - Water Repellent Jackets & Pants	- As Required (turn-in Basis) ▼
- Equipment Operator III - Equipment Operator IV	- 2 Pairs of Coveralls	- As Required (turn-in Basis)

CLASSIFICATION	DESCRIPTION	QUANTITY
- Irrigation Employees	- 2 Pairs of Coveralls - Rainproof Gloves - Rubber Boots - Water Repellent Jackets & Pants	- As Required (turn-in Basis) ▼
- Golf Course Employees	- Rainproof Gloves - Rubber Boots - Water Repellent Jackets & Pants	- As Required (turn-in Basis) ▼
- Permanent Lifeguard Instructors - Casual Lifeguard Instructor with 4160 Hours or More as Set Out in Article 1(k)I  <b>Effective Jan 1, 2006, Casual Lifeguard Instructor with 2080 Hours or More as Set Out in Article 1(k)I</b>	- \$60.00 Bathing Suit Allowance	- Annually (paid during the first two weeks in January)
<b>SUPPORT SERVICES</b>		
- Trades I - Trades II - Employees Assigned to Painting Lines At Taylor Field - Asphalt Plant Operator - Equipment Operator II - Equipment Operator III - Equipment Operator IV	- 2 Pairs of Coveralls - Summer & Winter Gloves/Mitts	- As Required (turn-in Basis) ▼
- All Pool & Rink Employees	- 2 Pairs of Coveralls - Summer & Winter Gloves/Mitts - Rubber Boots	- As Required (turn-in Basis) ▼
- Carpenter Shop Employees	- 4 Shirts - 2 Pairs of Coveralls - Summer & Winter Gloves/Mitts	- Per Annum - As Required (turn-in Basis) ▼
- Trades I Mechanics - Trades II Mechanics	- 7 Pairs of Coveralls - Summer & Winter Gloves/Mitts	- As Required (turn-in Basis) ▼
- Landscape Trades	- 2 Pairs of Coveralls - Summer & Winter Gloves/Mitts	- As Required (turn-in Basis) ▼
- Stock Clerks - Storekeepers - Sales and Salvage Clerk	- Summer & Winter Gloves/Mitts - 2 Smocks or 2 Pair Coveralls	- As Required (turn-in Basis) ▼
- Trades Co-ordinators	- 2 Pair of Coveralls or 2 Smocks	- As Required (turn-in Basis)
- City Hall Caretakers	- Jacket - 4 Pairs of Trousers - 4 Shirts	- As Required - 2 Pair Per Annum - Per Annum
- City Hall Mechanical Maintenance Caretakers	- 2 Pairs of Coveralls	- As Required (turn-in Basis)
- City Hall Cleaners	- 2 Smocks	- As Required (turn-in Basis)
<b>FINANCE</b>		
<u>Water Distribution Division</u> - Water Attendants	- 1 Jacket or Bomber Jacket - 2 Pair of trousers, lined or unlined as preferred - 4 Shirts - 1 Tie - 1 Summer Cap (baseball type) - 1 Winter Cap (fur or regular) - 1 Overcoat or Parka - Summer & Winter Gloves/Mitts	- Per Annum ▼  - Every 3 Years - As Required (turn-in basis)

## Appendix B

B060	TRUCK - 1 TON/AERIAL LIFT		X			
C010	TRUCK - 5 TON AERIAL LIFT		X			
C030	TRUCK - AUGER		X			
C060	TRUCK - LINE MARKER				X	
C080	TRUCK - 5 TON CRANE				X	
C085	TRUCK - 10 TONNE CRANE				X	
E070	TRUCK - BULK FUEL		X			
F010	TRUCK - EDUCTOR				X	
F011	CATCH BASIN CLEANER				X	
F012	TRUCK-COMB SEWER CLEANER (Vactor 2110)					X
F020	TRUCK - PRESSURE SEWER CLEANER				X	
G010	TRUCK - STREET FLUSHER		X			
G030	TRUCK - WATER TANK		X			
H030	TRUCK - REFUSE PACKER		X			
H040	TRUCK - VACUUM LITTER PICKER		X			
I020	TRUCK - MULTI-LIFT C/W AT		X			
I031	TRUCK - SINGLE AXLE (3-5 TON)		X			
I035	TRUCK - TREE SPADE				X	
I050	TRUCK - TANDEM AXLE			X		
I070	TRUCK - TANDEM AXLE SANDER			X		
I080	TRUCK - TANDEM DRIVE TRACTOR				X	
I085	TANDEM AXLE WITH PLOW				X	

### TURF EQUIPMENT

Z019	MOWER - ROTARY BATWING 15				X	
Z039	SWEEPER - ARTIFICIAL TURF		X			
Z048	MOWER - ROTARY RIDING 60"	X				
Z049	MOWER - ROTARY RIDING 72"	X				
Z052	MOWER - ROTARY RIDING 144"		X			
Z053	MOWER - ROTARY RIDING 15'				X	
Z056	MOWER - REEL RIDING 60"	X				
Z057	MOWER - REEL RIDING 62"	X				
Z059	MOWER - REEL RIDING 84"	X				
Z060	MOWER - REEL RIDING 11'		X			
Z068	SWEEPER - TURF RIDING 48-	X				

Z012	AERATOR - PULL 72-96"		X			
Z014	BOX BLADE - 3PT HITCH		X			
Z020	MOWER - ROTARY 3PT HITCH		X			

Z021	MOWER - REEL 3 OR 5 GANG PULL		X			
Z026	LANDSCAPE RAKE - 3PT HITCH		X			
Z029	ROTOVATOR - 3PT HITCH 40-		X			
Z031	SEEDER - ENDWHEEL 10' DRI		X			
Z037	SPREADER - FERTILIZER 250	X				
Z038	SPREADER - FERTILIZER 700		X			
Z041	SWEEPER - TURF PULL		X			
Z042	TOP DRESSER - PULL/3 CU.YD		X			
Z076	AERATOR - WALK BEHIND	X				
Z078	SAND TRAP DRESSER - RIDING	X				
Z096	GREENS ROLLER-RIDING	X				

Class	Description	I	II	IIA	III	IV
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**TRACTORS**

D010	TRACTOR - TRACKED SNOW PLOW		X			
D020	TRACTOR - RUBBER TIRED SNOW PLOW		X			
D070	SNOW BLOWERS (F/END LOADER)					X
K010	FRONT END LOADERS - 2-5 YD				X	
K070	SKID STEER LOADER				X	
L016	TRACTOR - FIELD (BELOW 35 HP)	X				
L017	TRACTOR - FIELD (OVER 35 HP)		X			
L040	TRACTOR - BACKHOE				X	
L050	TRACTOR - BACKHOE (GRAVE DIGGING)					X
L080	TRACTOR - UTILITY C/W LOADER		X			
L100	TRACTOR - WHEEL TRENCHER (FROST WHEEL)				X	

**SPECIALTY EQUIPMENT**

E085	FORK LIFT				X	
F030	TRAILER - VACUUM MANHOLE		X			
F070	BUCKET SEWER SCRAPING MACHINE		X			
F091	PORTABLE STEAM BOILER		X			
J010	MOTOR GRADER					X
J065	CRAWLER LOADER/DOZER				X	
J090	MOTOR SCRAPER				X	
M030	ASPHALT PAVER					X
M040	ASPHALT DISTRIBUTOR		X			
M050	SMALL ASPHALT PAVER				X	
M090	OIL DISTRIBUTOR		X			
N050	PAVEMENT PATCHER				X	
O030	COMPACTOR - DRUM ROLLER		X			
O080	COMPACTOR RUBBER TIRED (WABLEY)		X			
P010	LANDFILL COMPACTOR				X	
P030	COMPACTOR (SHEEPFOOT)				X	
P070	1 1/2 TON VIB. SOIL COMPACTOR		X			
Q050	LARGE EXCAVATOR					X
R010	MASONARY CONCRETE SAWS			X		
R030	TRENCHERS (LESS THAN 50 HP)		X			
R033	TRENCHER (GREATER THAN 50 HP)					X
S010	STREET SWEEPER				X	
Z011	AERIAL LIFT - TRAILER		X			

W050	HYDRO SEEDER				X	
	HYDRO SEEDER - WATER TANK		X			
Z034	SPRAYER - WINDFOIL 18'				X	
Z035	SPRAYER - WINDFOIL 60"		X			

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF REGINA**

**AND**

**CIVIC EMPLOYEES' UNION, LOCAL #21**

RE: Temporary layoff and permanent staff reduction

**A. Temporary Layoff**

When a layoff is required due to a temporary reduction in services (e.g. lack of snow), redeployment of staff would occur according to the following:

1. In anticipation of a situation requiring reduction of staff, the amount of staff reduction will be identified and plans for redeployment will be communicated to the union together with a list of vacant positions.
2. In accordance with schedule "B", all casual staff will be laid off in:
  - a) the department in which the reduction of work force occurs, followed by
  - b) the bargaining unit, providing the permanent staff designated for redeployment possess the qualifications and ability as per Article 9(A)(4) to perform the work which the casual staff are performing.
3. If insufficient opportunities exist in the casual workforce, permanent employees will be laid off in reverse order of their bargaining unit seniority.
4. The City will identify the staff affected by the proposed reduction and such staff will be required to provide a resume outlining current skills, abilities and experience.
5. Return of redeployed staff to their home department will be conducted in order of their seniority, provided they possess the qualifications and ability to perform the required work as per Article 9(A)(4). The timetable for return of staff will be by mutual agreement between the City and the Union.
6. Staff identified for redeployment will be required to exhaust all banked time prior to reassignment. Vacation may be taken at the discretion of the employee.

## B. Permanent Reduction of Staff

1. Prior to a layoff caused by a permanent reduction in services, the City will review all permanent vacancies to ensure that vacant positions are identified and filled prior to reducing staff.
2. In the event that the City reduces its permanent complement, and should that reduction mean the elimination of any permanent position, the City shall provide not less than thirty (30) calendar days written notice to the affected permanent employee and Union. The affected permanent employee shall be the most junior permanent employee in the classification in which the reduction is to occur.
3. A permanent employee having received a notice of layoff shall have the right to exercise one of the following options:
  - (a) to exercise bumping rights, subject to qualifications and seniority.
  - (b) to accept the layoff and be placed on a layoff list, eligible for recall.
  - (c) to resign.
  - (d) to retire, if eligible.
4. A permanent employee who intends to exercise bumping rights shall indicate such in writing to the Human Resources Department, with a copy to the Union within five (5) working days of receipt of the notice of layoff. If the employee elects to bump, the parties will identify the bumping option within ten (10) working days of notice from the employee. If the employee fails to indicate such intentions the employee will be deemed to have elected to go on layoff. While every reasonable effort will be made to complete the bumping process for an employee before the layoff date, no employee will be retained in their original position beyond the layoff date.

Bumping for an employee shall cease once the employee is offered a position at any step of the bumping order. Bumping up shall not be allowed.

5. All bumping will be toward another position in the bargaining unit. An employee may bump to a position that carries the same maximum salary or wage provided the employee is qualified as per Article 10 (3) (a), and has more seniority than the permanent employee who is being bumped. The order of priority for bumping shall be:
  - 1<sup>st</sup> Priority: a permanent position in the employee's department that is held by a casual employee.
  - 2<sup>nd</sup> Priority: a permanent position in another department that is held by a casual employee.
  - 3<sup>rd</sup> Priority: a permanent position in the employee's department held by the permanent employee with the least seniority at that pay class.



- 4<sup>th</sup> Priority: a permanent position in another department which is held by the least senior employee at that pay class.
6. In the event that no permanent position is available, at the same maximum hourly wage rate, for which the employee is qualified, or if the employee has insufficient seniority to bump at the same pay class within the department, the employee may bump to a lower level permanent position for which the employee is qualified, as per Article 10 (3) (a). The order of bumping shall be considered pay class by pay class in the order as outlined in (5) above.
  7. In the event the employee does not bump in accordance with (4), **(5) or (6)** above, the employee may bump a casual employee in a non-permanent position, first in the home department and failing that, in an outside department. The casual employee may be laid off as a result.

If the employee fails to bump in accordance with (4), (5) or (6), the employee shall be placed on layoff according to their notice.

8. An employee will have five (5) working days to consider whether to accept an offer resulting from exercising bumping rights. If the employee does not accept the offer within the five (5) working days, the employee will be deemed to have accepted the notice of layoff. Such offer will be made in writing to the employee (copy to the Union) and acceptance of the offer must be provided by the employee in writing.

If an employee accepts a bump to a lower paying position the rate of pay will be the maximum step in the new range or equal to the rate the employee was receiving in their former position, whichever is the lesser, but in no event shall the rate of pay be lower than the minimum of the new range.

9. The bumping rights in this clause shall also apply to any permanent employee who has been bumped.
10. Permanent employees who have been laid off as a result of the bumping provisions in this article shall retain their seniority for 24 (twenty four) consecutive months and shall be returned to the workforce as follows:
  - (a) The most senior employee who was laid off shall be recalled in order of seniority, provided the employee possesses the qualifications and ability to perform the work that is available.
  - (b) Notice of their recall shall be by double registered letter (copy to the Union), which will be sent to their last known address on record with the Human Resources Department.
  - (c) It shall be the responsibility of each employee to notify the Human Resources Department of any change in his/her home address and telephone number.

- (d) Refusal of a recall or failure to answer a recall notice within five (5) working days as specified herein shall give the City cause to conclude the employee has resigned.

All permanent employees on layoff, upon completing a resume, will be considered for permanent vacancies that are posted.

11. Probationary Period

An employee recalled or bumped to a position outside his/her own classification will be subject to a three-month probationary period. If such employee does not prove himself/herself capable of filling the position concerned, or where the employee requests to be reverted, he/she shall revert to the provisions of (3) above. If the employee is unsuccessful or wishes to revert after the second application of this letter of understanding, he/she shall be placed on the recall list.

12. Orientation and Training

Departments may be required to provide orientation and on-the-job training to an employee bumping into a department. The employee must be assessed of their ability to perform the work prior to the conclusion of the three (3) month probationary period.

- 13. When it is mutually agreed between the parties, the provisions of this letter of understanding may be temporarily superceded in the interests of reducing the time frames and revising the protocols and processes contained herein.

- 14. This Letter of Understanding becomes effective upon the date of ratification by CUPE Local 21.

In witness hereof, the parties have caused these present to be executed this

16<sup>th</sup> Day of December, 2005, Regina, Saskatchewan.

Wayne Sakies  
On behalf of the City of Regina

[Signature]  
On behalf of the Civic Employees Union  
Local 21

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF REGINA**

**AND**

**CIVIC EMPLOYEES' UNION, LOCAL #21**

Re: Full-Time Casuals

It is agreed between the parties that the union, upon review of a report in February of each year from Human Resources regarding hours worked by casual employees, will identify to Human Resources those casual employees with 1700 or more hours worked and meet with Human Resources to determine the nature of the work being done.

SIGNED THIS 16<sup>th</sup> DAY OF December, 2005

Wayne Sakiva  
CITY OF REGINA

[Signature]  
CUPE LOCAL 21

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF REGINA**

**AND**

**CIVIC EMPLOYEES' UNION, LOCAL #21**

Re: Apprenticeship Program

The parties agree that this letter of understanding regarding the framework for an apprenticeship training program at the City of Regina as presented at the bargaining table in May, 2001 as a "draft document for discussion" shall be further discussed during the term of this collective bargaining agreement. Terms of implementation will include the 'grandfathering' of Wayne Garland and Ed Mireau and payment of retroactivity thereto as settlement of outstanding grievances. Wayne Garland becomes a permanent employee and is paid in pay class 1H.

The City agrees to provide a tool allowance to apprentices who successfully complete the probationary period.

SIGNED THIS 16<sup>th</sup> DAY OF December, 2005

Wayne Sapines  
CITY OF REGINA

[Signature]  
CUPE LOCAL 21

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF REGINA**

**AND**

**CIVIC EMPLOYEES' UNION, LOCAL #21**

Re: Employment Equity

The parties are committed to Employment Equity and the joint development, implementation, monitoring, evaluation and updating of the Employment Equity plan as approved by the Saskatchewan Human Rights Commission.

SIGNED THIS 16<sup>th</sup> DAY OF December, 2005

Wayne Sakies  
CITY OF REGINA

[Signature]  
CUPE LOCAL 21

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF REGINA**

**AND**

**CIVIC EMPLOYEES' UNION, LOCAL #21**

Re: Dirty Work

The parties agree to determine remuneration for "dirty work" and the employee classification to which payment shall be applied over the term of the collective bargaining agreement.

SIGNED THIS 16<sup>th</sup> DAY OF December, 2005

  
\_\_\_\_\_  
CITY OF REGINA

  
\_\_\_\_\_  
CUPE LOCAL 21

## LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF REGINA

AND

CIVIC EMPLOYEES' UNION, LOCAL #21

Re: Full-time President

Preamble:

The parties agree that a revised Letter of Understanding for the full-time CUPE Local 21 President will be drawn up to recognize the following principles:

- Vacation credits will be "frozen" at the outset of the presidential term and available upon reversion to employee status, unless drawn down at the request of the full-time president. Vacation credits will be used in accordance with the CBA. The Union will be responsible for pay out in time or money of any over-accumulation of vacation credits incurred during the presidential term.
- Sick credits will continue to accumulate at the rate prescribed in the CBA. They will be available to the employee during his/her tenure as full-time president. The combined balance of unused sick credits earned as an employee and full-time Union president will carry over to reversion from the Union position to a civic employee at the end of the presidential term.
- Regular "on/off" forms will be submitted to the City/Local 21 to track vacation and sick leave usage.

Be it therefore agreed that:

- *Continuance of this Letter of Understanding will be by agreement between the parties.*
- e *The incumbent occupying the full-time position will remain on the civic payroll. The Union will reimburse the City for salary and benefits at the rate of 115%. The Union will be billed for such payment at the end of each calendar month.*
- e *The incumbent's accrued vacation leave, as at the date of becoming President, will be "frozen" and will be drawn down at the request of CUPE Local #21. When vacation is used, the Union will not be required to reimburse the City, and the City will charge 15% for benefits covering that vacation period.*

- *The incumbent's accrued sick leave (not to exceed 1828 hours) as at the date of becoming President, will be "frozen" and will be drawn down at the request of CUPE Local #21. When sick leave is used, the Union is required to reimburse the City **for** such sick leave in addition to a charge of 15% **for** benefits to cover the sick leave period. The Union shall reimburse any over accumulation of sick credits to the City.*
- e *The incumbent will be eligible for all benefits including W.C. B., Article 12, pension and disability and the City would be responsible for fulfilling any obligations on the **part** of CUPE Local #21*
- *The incumbent will continue to accrue service and seniority in CUPE Local #21.*
- *The incumbent will remain eligible **for** promotion during the period of incumbency as full-time Local #21 President. If the incumbent is promoted, the position will be held vacant or filled on an acting basis.*
- *The number of Union and City representatives at Grievance and Committees to be Heard will be limited to **four** (exclusive of the CUPE Local 21 President and/or CUPE National Staff Representative).*
- *The number of Union and City representatives during negotiations will be limited to eight on each bargaining team. The Union representatives will be paid **for** by the City.*
- *All provisions contained herein are subject to revision at the completion of the incumbent's tenure as full-time CUPE Local #21 President.*

SIGNED THIS 16<sup>th</sup> DAY OF December, 2005

Wayne Sakies  
CITY OF REGINA

[Signature]  
CUPE LOCAL 21



**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF REGINA**

**AND**

**CIVIC EMPLOYEES' UNION, LOCAL #21**

Re: Boot Allowance - Revision of 1987 Reimbursement Policy

Effective January 1, 2002 the City agrees to revise the 1987 Reimbursement Policy to cost share safety work boots on a 50/50 basis to a maximum of \$100 for one pair of C.S.A. approved safety boots per year, if required, for all employees.

Each department will be responsible for budget and cost control of reimbursement. To qualify for reimbursement an employee must produce a valid purchase receipt.

Each employee receiving reimbursement is expected to wear the C.S.A. approved safety boots at work. First year casual employees are initially expected to supply safety boots, if required, at their own expense. Replacement boots will be reimbursed by the City.

SIGNED THIS 16<sup>th</sup> DAY OF December, 2005

  
CITY OF REGINA

  
CUPE LOCAL 21

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF REGINA**

**AND**

**CIVIC EMPLOYEES' UNION, LOCAL #21**

Re: Contract Work

Before work is considered for contracting out, or existing contracts renewed, the City of Regina will provide written notice to the Union advising of its intentions and offer to meet to discuss any concerns that might be brought forward. Notification will include a description of the contract work, timeframes and a brief rationale. The employer will provide all relevant information requested. Discussion will include an objective review of efficiencies expected as well as cost.

SIGNED THIS 16th DAY OF December, 2005

  
\_\_\_\_\_  
CITY OF REGINA

  
\_\_\_\_\_  
CUPE LOCAL 21

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF REGINA**

**AND**

**CIVIC EMPLOYEES' UNION, LOCAL #21**

Re: Lifeguard Recertification

The parties agree to include a criteria for payment of lifeguard recertification in a revised Letter of Understanding within 60 (sixty) days of ratification of this agreement.

To meet the criteria, the lifeguard:

- must have 2069 seniority hours
- must be actively working
- must have been working an average of twenty (20) hours per week over the last 6 months
- must be recertified through programs provided by the City
- will receive reimbursement upon successful completion of recertification
- effective January 1, 2002

SIGNED THIS 16<sup>th</sup> DAY OF December, 2005

  
\_\_\_\_\_  
CITY OF REGINA

  
\_\_\_\_\_  
CUPE LOCAL 21

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF REGINA**

**AND**

**CIVIC EMPLOYEES' UNION, LOCAL #21**

Re: Dental and Medical Plans

As a result of discussions at the bargaining table on September 20, 2001 the parties agree to the following:

- A four person joint committee, comprised of two representatives from each of CUPE Local 21 and Human Resources, and reporting to the President of CUPE Local 21 and the Director of Human Resources, will, with the assistance of the Pension and Benefits Division, consult and share information regarding dental and medical Plans for CUPE Local 21 members.

No later than December 31, 2002 the joint committee will:

- Report what money was paid into and dispersed from the dental and medical Plans, as verified by the Plans' carrier(s).
- Determine and report the population of the Plans and the type of coverage maintained by the membership.
- Ensure administrative processes are in place between Human Resources and Payroll to immediately implement and report changes of membership status.
- Provide input regarding the feasibility of rotating carriers and consultants.

SIGNED THIS 16<sup>th</sup> DAY OF December, 2005

Wayne Sakins  
CITY OF REGINA

[Signature]  
CUPE LOCAL 21

## LETTER OF UNDERSTANDING

## BETWEEN

## THE CITY OF REGINA

## AND

## CIVIC EMPLOYEES' UNION, LOCAL #21

Re: Amendment to Article 18 D and Article 18 E

As a result of a reclassification appeal under Article 18 E – Joint Council for the position of Journeyperson - Mechanic (Light Equipment), the parties have agreed to the following amendments to the language as outlined in Article 18 D – Classification of Positions, Article 18 E – Joint Council and Letter of Understanding - Continued Use of the Job Evaluation Plan.

## D. Classification of Positions

1. Allocation of positions to the various pay grades shall be made by the Human Resources Department through the medium of a job evaluation or position classification system. The classification of positions shall be reviewed by the Director of Human Resources or designate and the Union, from time to time or as requested by either party.
2. When it is alleged, by the Union or the Director of Human Resources or designate there has been a significant increase or decrease in duties and responsibilities pertaining to any position covered by this agreement, or increase or decrease in duties and responsibilities of any position covered by this agreement due to reorganization of Departments, Divisions, Sections or Work Units, a mutual review of the circumstances shall be conducted by the Union and the Director of Human Resources or designate, with a view to determining an appropriate increase or decrease, as the case may be, in the salary applicable to the position under review.
  - (a) The effective date of any reclassification shall be the nearest half month from the date the employee signs the position description questionnaire.
  - (b) In the event the Union and Director of Human Resources or designate are unable to agree on a determination of significant increase or decrease in duties and responsibilities pertaining to any position covered by this agreement, the Union and the Director of Human Resources or designate may appeal to the City Manager for a decision. If the decision of the City Manager is not satisfactory to the

Union or the Director of Human Resources or designate, either party may then appeal to have the dispute referred to a Joint Council pursuant to Section "E" of this Schedule.

It being understood and agreed the decision, of the Joint Council, shall be binding.

- (c) In the event the Union and the Director of Human Resources or designate are unable to agree upon a salary which is considered, by either party, to be appropriate for the position, the Union or the Director of Human Resources or designate may appeal to the City Manager for a decision. If the decision of the City Manager is not satisfactory to the Union or the Director of Human Resources or designate, either party may then appeal to have the dispute referred to a Joint Council pursuant to Section "E" of this Schedule.

It being understood and agreed the decision, of the Joint Council, shall be binding and the salary established by the Joint Council shall be effective on such date as may be determined by the Joint Council.

3. When a new position of a permanent nature is created, the Union and the Director of Human Resources or designate shall, if possible, agree upon the classification and rate of pay, therefore. In the event mutual agreement cannot be achieved, the Director of Human Resources or designate shall establish the classification and rate of pay for such position, and the Union may then apply to the City Manager for a decision. If the decision of the City Manager is not satisfactory to the Union or the Director of Human Resources or designate, either party may then appeal to have the dispute referred to Joint Council pursuant to Section "E" of this Schedule.

#### E. Joint Council

1. A Joint Council shall be established for the purpose of settling disputes pertaining to the determination of significant increase or decrease in duties and responsibilities, classification or reclassification of positions covered by this agreement.
2. The Joint Council is to consist of one member selected by the Union, one member selected by the City and a Chairperson acceptable to both the City and the Union. Cost of services of the chairman is to be shared equally.
3. Decisions of the Joint Council are to be final and it will be the responsibility of the Joint Council to inform all parties concerned of decisions reached.
4. The Joint Council shall have authority to re-allocate an appealed position from one existing class to another and to create new classes. Salary ranges may be reviewed by the Joint Council, but the Joint Council cannot hear disputes

concerning seniority, organization, etc. Its authority is to be restricted to the adjudication of disputes on classification of positions and **review of significant increase or decrease in duties and responsibilities**, and review of classifications within the framework of the classification plan.

5. The Joint Council shall have authority to determine the step in the range of positions reclassified. Step in the range will be in accordance with agreed upon formula.
6. The Director of Human Resources or his/her appointed representative will meet with a committee of the Union to review appeals not later than fourteen (14) days from the date appeals are properly completed and received by the Human Resources Department.
7. Unless otherwise mutually agreed, the Joint Council shall meet not later than fourteen (14) days after the date appeals have been received by the Joint Council.
8. Appeals may be lodged by the Union Executive or Management. It is understood individual employees, wishing to appeal, must do so through their proper Union Representatives. Appeals must be submitted, in duplicate, on forms available from the Human Resources Department. One copy will be submitted to the Union and one copy to the Human Resources Department.
9. Appeals shall be based on the content of the specifications of the various categories within the scope of this agreement. The Joint Council, in assessing the validity of an appeal, will measure the job content against the standards set forth in the class specifications.
10. The effective date of any reclassification, authorized by the Joint Council, will be the date of the nearest half month that the appeal, properly completed, is first received by the Human Resources Department.

This Letter of Understanding becomes effective upon the date of signing by the parties.

Signed this 16<sup>th</sup> day of December, 2005.

Wayne Sapores  
On behalf of the City of Regina

T. Chel  
On behalf of the Civic Employees Union  
Local 21

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF REGINA**

**AND**

**REGINA OUTSIDE CITY WORKERS' UNION, CUPE LOCAL #21**

Re: Continued Use of the Joint Job Evaluation Plan

Nothing in this Letter of Understanding shall be construed as altering the existing rights and/or obligations of either party under the provisions of the Collective Bargaining Agreement except as specified.

1. In the event the parties do not proceed with implementation of the full Job Evaluation recommendations:
  - a. The parties will apply the terms and conditions as outlined in Article 18 D - Classification of Positions to resolve classification issues.
  - b. The Joint Classification Committee shall agree to a significant change in the position duties and responsibilities, prior to the evaluation of position as described in sub-section (c) below.**
  - c. In evaluating positions as set out in Article 18 D, the parties agree to use the Evaluation Plan and process as developed by the Joint Union Management Job Evaluation Committee, dated March 26, 1995 and amended Sept. 1997.
2. Should either party wish to amend the Evaluation Plan, notice shall be served and the Joint Union Management Steering Committee shall meet within 30 days to discuss the areas of concern.

This Letter of Understanding becomes effective upon the date of signing by the parties.

Signed this 16<sup>th</sup> day of December, 2005.

Wayne Sakies  
On behalf of the City of Regina

[Signature]  
On behalf of the Civic Employees Union  
Local 21

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