## Collective Agreement



## Between

# Regina Outside City Workers', Local 21

A Chartered Local of the Canadian Union of Public Employees

## And

The City of Regina



Regina CITY OF REGINA

January 1, 2007 to December 31, 2009

## TABLE OF CONTENTS

Subject	Article/Cla	use	Page
Definitions	Article 1		1
Scope	Article 2		3
Union Recognition Union Recognition Union Security Check Off Notice Boards Resolutions of Council Attendance at Meeting	Article 3 3(A) 3(B) 3(C) 3(D) 3(E) 3(F)		4 4 4 5 5 5
Leave of Absence Paid Leave Bereavement Leave Special Leave Leave of Absence for Examinations Time Off for Voting Jury and Witness Duty	Article 4 4(A) 4(A)(1) 4(A)(2) 4(A)(3) 4(A)(4) 4(A)(5)		5 5 5 5 6 6 7
Unpaid Leave General Leave of Absence for Union Activities Maternity, Parental and Adoption Leave Medical Certificates – Return to Work Long Term Leave of Absence - Without Pay - Medical	4(B) 4(B)(1) 4(B)(2) 4(B)(3) 4(B)(4) 4(B)(5)		7 7 7 8 8 8
Sick Leave	Article 5		9
Annual Vacation	Article 6		10
Statutory Holidays	Article 7		12
Grievances and Disputes Grievances Committees To Be Heard	Article 8 8(A) 8(B)		14 14 20
Seniority	Article 9		20
Vacancies and New Positions	Article 10		21

Subject	Article/Cla	use	Page
Layoff and Recall	Article 11		24
Death and Disablement Benefits	Article 12		24
Workers' Compensation Supplement	Article 13		30
Safety and Health	Article 14		30
Benefit Plans	Article 15		31
Group Life Insurance	15(A)		31
Medical Plan	15(B)		31
Dental Plan	15(C)		31
Long Term Disability	15(D)		32
Pension Plan	15(E)		32
Hours of Work	Article 16		32
Normal Hours	16(A)		32
Inclement Weather	16(B)		33
	10(=)		
Overtime	Article 17		33
Classification and Rates of Pay	Article 18		34
Payment of Wages	18(A)		34
Rates of Pay	18(B)		34
Pay Schedule	18(C)	••••••	35
Classification of Positions	18(D)		35
Joint Council	18(E)		37
Premium Pay and Allowances	Article 19		38
Superior Duties	19(A)		38
Tool Allowance	19(B)	***************************************	39
Shift Differential	19(C)		39
Weekend Premium Pay	19(D)		40
Sewage Treatment Plant	19(E)		40
Waterworks Division	19(F)		40
Dirty Work	19(G)	***************************************	41
Special Training	Article 20		42
Termination of Employment	Article 21		43
Dismissal for Misconduct	21(1)	***************************************	43
Termination of Employment	21(2)		43
General Conditions	Article 22		43
Driver's Licenses	22(A)		43
Indemnity Clause	22(A) 22(B)		43
·	` '		
Effective Date	Article 23		44

Subject	Article/Clause	Page	
Salary Schedule "A" Hourly		46	
Schedule "B" Casual Staff		64	
Schedule "C" Supervisors		76	
APPENDICES			
Appendix A Clothing		80	
Appendix B Equipment Schedule		84	
Letters of Understanding			
Temporary Layoff and			
Permanent Staff Reduction	**************************	86	
Full-Time Casuals		90	
<b>Employment Equity</b>		91	
Dirty Work		92	
Full-time President		93	
Boot Allowance		95	
. Contract Work		96	

Index

THIS AGREEMENT made in duplicate this day of	,	A.D.
BETWEEN:		
THE CITY OF REGINA, Hereinafter called "The City"		
	OF THE FI	RST PART

AND

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 the person who is the head of a department or designate.
- "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 shall be paid within the next pay period.
- "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.
- "Service" for the purposes of earning annual increments under (k) i) 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, parental leave, adoption leave, a leave of absence under Article 4 (A)(1) and (2) and Article 4 (B)(2)(a), and 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.

- "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 (12) consecutive months.
- "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).
- (I) "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 the 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 his/her 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. Check Off

- 1. Upon receipt of written authorization by an employee, the City shall deduct out of the wages owing the employee, the Union dues and initiation fees of the employee and pay the same to the Treasurer of the Union on or before the fourteen (14<sup>th</sup>) 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 with the 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 (½) 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 seventy-five (75) days accumulated sick leave to their credit must protect twelve (12) days per year for personal illness, and such twelve (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 sick 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 the 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.

#### 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 115% 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 (1) 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, Paternal 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 employees shall deliver the certificate directly to their supervisor. Certificates must be kept in a secure location and **confidentiality** 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 biweekly basis at the rate of 0.061602 hours per hour of service as a permanent employee up to a maximum of 1,828 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 (29) 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 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 purposes of this Article, sickness shall include non-occupational injury or injury not covered by the *Workers' CompensationAct* 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 absences 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 occurred 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 I of the collective agreement.
- 2. Vacation leave credits shall be accumulated at the following rates:

Service as in Article 1 (k) (i)	Vacation Credit Per Hour of Service <u>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. <b>102669</b>
Start of Year <b>24</b> 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:

Service as in Article 1 (k)(i)	<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 <b>24</b> 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 (10) 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 six (6) months in any one or more classifications in a payroll year shall be paid in the following manner:
  - (a) regular base rate at the time of vacation

and

- (b) 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

## <u>ARTICLE 7 – STATUTORY HOLIDAYS</u>

- 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
  - Family 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 Authorities.

## 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 (12) 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 provisions of this agreement.

#### 2. Informal Discussion

(a) Whenever possible, the Employee/Union will discuss the 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 follow 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 Manger or his/her designate, a written statement of the claim along with the 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 the 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 Manger, 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 of 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 of 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 meditation.
- 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 (2) 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 will 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 costs 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.
- 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 the 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 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 statements and replies;
  - (iii) agreed statements of facts;
  - (iv) any cases that parties intended to rely on (limit two from each):
  - (v) a brief statement from each party's position and argument (one page each); and
  - (vi) where possible, an agreed statement as to the <u>exact</u> difference that the parties want decided.

- (i) The maximum number of cases to be scheduled in one day is two.
- The <u>maximum</u> 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, crossexamined 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 <u>shall</u> 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 griever 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 from the expedited process at any time prior to the expedited hearing.
- (1) The terms of this agreement may be changed at any time by mutual agreement by 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 the 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 three (3) months of employment, employees' seniority shall date from the time they last entered the employ of the City of Regina in the jurisdiction of CUPE Local 21, CUPE Local 7, Regina Civic Middle Management Association or Out of Scope. Service in any other jurisdiction shall not be considered seniority within the jurisdiction of CUPE Local 21.

- 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;
  - After lay-off, fails to report to 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 City agrees to provide to the Union, one (1) 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 (1) 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.
- 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 the appointment and the procedure hereinbefore set forth shall apply to the succeeding vacancies, consequent upon any such appointment.
- 4. Vacancies Created Within **Forty-five (45)** Days of Appointment
  - (a) When an employee elects to revert to their former position and this reversion occurs in **forty-five** (45) days or less from the appointment date or the position is vacated within **forty-five** (45) 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, dependent 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, 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.

- (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 7 (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.

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 (18) 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 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 by the City.
    - 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 tenyear (10) 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 a 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.
  - 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 the 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 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 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 such benefits referred to in this Section, except in respect to any Suit in tort.
- (c) 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 Pian is implemented provided the benefits of such Pian are at least equal to the provisions of this Clause. However, should such Income Continuance Pian subsequently be terminated, the provisions of this Article shall forthwith be restored.
- (f) On death of an 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.
  - (b) (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 such 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 **normal** retirement age (**month of 65**<sup>th</sup> **birthday**), 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 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 the 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 an 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 earning 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 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 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 (4)pay periods following commencement of employment. Subsequently the following twelve (12) months premiums are deducted in the first four (4) pay periods following June 1.
- 2. 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 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 chose to join the plan, the premium for the period from attainment of 2,069 hours and following June 1 will be deducted in the four (4) pay periods following application to join the plan. Subsequently, the following twelve (12) months premiums are deducted in the first four (4) pay periods following June 1.
- 3. 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) 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:
  - employees covered by Schedule "B", except Labourers
  - casual employees working at the golf courses
  - shift employees trouble truck (Waterworks)
  - 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 the 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 (1) 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 (1) day or forty-two (42) hours and thirty (30) minutes in one (1) 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.
- 2. Employees engaged on an hourly or daily basis and casual employees shall be paid bi-weekly every second Wednesday.
- 3. 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.
- 4. All new employees hired after January 1, 1989, will be paid via direct deposit to the financial institution on 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 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) 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 the 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 **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 Article.

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 Article.

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.

4. 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.

### E. Joint Council

- 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.

### 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 work.
  - (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.

- 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 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<sup>st</sup> of each year, commencing in 1999, all Journeyperson Mechanic will receive a \$200.00 tool allowance.

### C. Shift Differential

A shift differential in the amount of **seventy-five (75)** 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 June 1, 2007 the foregoing shall be replaced by the following:

A shift differential in the amount of one dollar and twenty-five cents (\$1.25) per hour shall be paid for all hours worked between the hours of 4:30 p.m. and 7:30 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.

### D. Weekend Premium

Effective June 1, 2007, a weekend premium in the amount of fifty (50) cents per hour shall be paid for all hours worked between the hours of midnight Friday to midnight Sunday. Weekend premium 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.

### **E.** Sewage Treatment Plant

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

#### F. 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.

# G. Dirty Work

- 1. (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.

2. 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 the 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. <u>Dismissal for Misconduct</u>

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. <u>Termination of Employment</u>

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 with 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 is determined by the laws of the Province of Saskatchewan to operate City Vehicles, it shall be his/her responsibility to obtain the 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 cost 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.

## <u>ARTICLE 23 – EFFECTIVE DATE</u>

- 1. This agreement shall be effective from January 1, 2007, and shall remain in force and effect until December 31, 2009, 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 negotiation period and all terms and conditions shall apply, unless otherwise contained, retroactive to **May 1, 2007.**

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	
	REGINA OUTSIDE CITY WORKERS – LOCAL 21 (C.U.P.E)
	(Sgd.) T. ANDERSON, PRESIDENT
UNION SEAL	
	(Sgd.) J. GANGL, SECRETARY – TREASURER
	THE CANADIAN UNION OF PUBLIC EMPLOYEES
	(Sgd.) NATIONAL REPRESENTATIVE

# SALARY SCHEDULE "A" HOURLY EFFECTIVE JANUARY 1, 2007

Pay		4 P. T. T.	and
Class *1A	Job Classification Caretaker (Non Fireman's) Labourer* Roadways Maintenance Worker Sanitary Landfill Attendant*	1 <sup>st</sup> Year \$14.39 \$29,783	2 <sup>nd</sup> Year \$17.25 \$35,703
1B	Caretaker (Fireman's) Equipment Operator I  Hydrant Serviceperson Semi Skilled Labourer Senior Lifeguard Instructor Truck Helper (Mechanical Packer) Waste Water Treatment Operator (Training)	\$17.50 \$36,220	\$17.97 \$37,193
IC	Cemeterian I Container Maintenance Helper Container Maintenance Repairperson Equipment Operator II Facilities Operator I Forester I Fuel Truck Operator Horticulturist I irrigation Worker I Lead Caretaker Utilityperson Wastewater Treatment Operator I	\$17,97 \$37,193	\$18.44 \$38,166
1D	Asphalt Raker Building & Yard Maintenance Operator Manual Side Loader Helper Pavement Saw Operator Serviceman Skilled Labourer Tandem Truck Operator Traffic Marker Truck Driver (Sewer And Water) Wastewater Treatment Operator I (Certified)	\$18.44 \$38,166	\$18.93 \$39,180
1E	Formsetter Manual Side Loader Operator Sign Shop Worker Small Cold Planer Operator Tradesperson I Traffic Detours/Restrictions Controller Traffic Pavement Marker Traffic Underground Installer	\$18.93 \$39,180	\$19.50 \$40,360

Pay Class	Job Classification	1 <sup>st</sup> Year	2 <sup>nd</sup> Year
1F	Automated Side Loader Operator Bottomman Cemeterian II City Hall Building Operator Equipment Operator III Forester II Horticulturist II Hydrant Specialist Hydrant Repairperson Irrigation Worker II Mechanical Side Loader Operator Nursery Worker II Repairperson (LLP) Solid Waste Truck Operator Traffic Sign Fabricator	\$19.50 \$40,360	\$19.98 \$41,353
1G	Asphalt Plant Operator Block & Brick Layer Crew Lead - Brick Crew Crew Lead - Concrete Capping Crew Lead - Hand Crew Crew Lead - Manhole Reconstruction Crew Lead - Mudjacking Equipment Operator IV Leadman Maintenance Repairperson (Facilities) Manhole Builder Sewerjet/ Hydrovac Operator Trades 1 - Sewage Services Tire Repairperson	\$19.98 \$41,353	\$20.57 \$42,574
1H	Arborist Container Capital Program Leadperson Container Maintenance Leadperson Concrete Finisher Crew Lead - Asphalt Excavation Crew Lead - Cold Planer Crew Lead - Concrete Excavation Crew Lead - Concrete Services Crew Lead - Cuts/Failures Crew Lead - Lane Excavation Crew Lead - Slip Form Foreman I Horticulturist III Leadman - Landscape Construction Leadman - Recreation Facilities Operations Maintenance Repairperson - Pools & Rinks Maintenance Welder	\$20.57 \$42,574	\$21.14 \$43,754

Pay Class	Job Classification	1 <sup>st</sup> Year	2 <sup>nd</sup> Year
1H	Nursery Worker III Waste Water Treatment Op II Weed inspector	\$20.57 \$42,574	\$21.14 \$43,754
11	Crew Lead - Asphalt Screed (26/Mar/2007) Foreman - Landfill Foreman - Sewage Collection Foreman - Water Distribution Landscape Construction Technician Maintenance Operator	\$21.14 \$43,754	\$21.72 \$44,954
1J	Pest Control Officer  Leadperson - Parks District  Small Tools & Equipment Technician	\$21.72 \$44,954	\$22.21 \$45,969
1K	Foreman, Landscape Irrigation Worker III Wastewater Treatment Op III (Not Certified)	\$22.21 \$45,969	\$22.93 \$47,459
1L	Wastewater Treatment Operator III (Certified)	\$22.93 \$47,459	\$23,60 \$48,846

# SALARY SCHEDULE "A" HOURLY EFFECTIVE JANUARY 1, 2008

	EFFECTIVE JANUARY 1, 2006		
Pay	I 1 (01 - 10" - 4"	1 <sup>st</sup> Year	2 <sup>nd</sup> Year
Class	Job Classification	\$14.97	\$17.94
*1A	Caretaker (Non Fireman's)		
	Labourer*	\$30,984	\$37,131
	Roadways Maintenance Worker		
	Sanitary Landfill Attendant*		
1B	Caretaker (Fireman's)	\$18.20	\$18.69
	Equipment Operator I	\$37,669	\$38,683
	Hydrant Serviceperson		
	Semi Skilled Labourer		
	Senior Lifeguard Instructor		
	Truck Helper (Mechanical Packer)		
	Waste'Water Treatment Operator (Training)		
1C	Cemeterian I	\$18.69	\$19.18
10	Container Maintenance Helper	\$38,683	\$39,697
	Container Maintenance Repairperson	ψοσίοσο	Ψ37,077
	Equipment Operator II		
	Facilities Operator I		
	Forester I		
	Fuel Truck Operator		
	Horticulturist I		
	irrigation Worker I		
	Lead Caretaker		
	Utilityperson		
	Wastewater Treatment Operator I		
1D	Asphalt Raker	\$19.18	\$19.69
	Building & Yard Maintenance Operator	\$39,697	\$40,753
	Manual Side Loader Helper		
	Pavement Saw Operator		
	Serviceman Serviceman		
	Skilled Labourer		
	Tandem Truck Operator		
	Traffic Marker		
	Truck Driver (Sewer And Water)		
	Wastewater Treatment Operator I (Certified)		
	wastewater Treatment Operator I (Certified)		
1E	Formsetter	\$19.69	\$20.28
	Manual Side Loader Operator	\$40,753	\$41,974
	Sign Shop Worker		
	Small Cold Planer Operator		
	Tradesperson I		
	Traffic Detours/Restrictions Controller		
	Traffic Pavement Marker		
	Traffic Underground Installer		

Pay Class	Job Classification	1 <sup>st</sup> Year	2 <sup>nd</sup> Year
Class 1F	Automated Side Loader Operator Bottomman Cemeterian II City Hall Building Operator Equipment Operator III Forester II Horticulturist II Hydrant Specialist Hydrant Repairperson Irrigation Worker II Mechanical Side Loader Operator Nursery Worker II	1 <sup>st</sup> Year \$20.28 \$41,974	2 <sup>nd</sup> Year \$20.78 \$43,009
	Repairperson (LLP) Solid Waste Truck Operator Traffic Sign Fabricator		
1G	Asphalt Plant Operator Block & Brick Layer Crew Lead - Brick Crew Crew Lead - Concrete Capping Crew Lead - Hand Crew Crew Lead - Manhole Reconstruction Crew Lead - Mudjacking Equipment Operator IV Leadman Maintenance Repairperson (Facilities) Manhole Builder Sewerjet/ Hydrovac Operator Trades 1 - Sewage Services Tire Repairperson	\$20.78 \$43,009	\$21.39 \$44,271
1H	Arborist Container Capital Program Leadperson Container Maintenance Leadperson Concrete Finisher Crew Lead - Asphalt Excavation Crew Lead - Cold Planer Crew Lead - Concrete Excavation Crew Lead - Concrete Services Crew Lead - Cuts/Failures Crew Lead - Lane Excavation Crew Lead - Slip Form Foreman I Horticulturist III Leadman - Landscape Construction Leadman - Recreation Facilities Operations Maintenance Repairperson - Pools & Rinks Maintenance Welder	\$21.39 \$44,271	\$21.99 \$45,513

Pay Class	Job Classification	1 <sup>st</sup> Year	2 <sup>nd</sup> Year
1H	Nursery Worker III	\$21.39	\$21.99
	Waste Water Treatment Op II	\$44,271	\$45,513
	Weed Inspector		
11	Crew Lead - Asphalt Screed	\$21.99	\$22.59
	Foreman - Landfill	\$45,513	\$46,755
	Foreman - Sewage Collection		
	Foreman - Water Distribution		
	Landscape Construction Technician		
	Maintenance Operator		
1 J	Pest Control Officer	\$22.59	\$23.10
	Leadperson - Parks District	\$46,755	\$47,811
	Small Tools & Equipment Technician		
1K	Foreman, Landscape	<b>\$23.</b> 10	\$23.85
11.	Irrigation Worker III	\$23.10 \$47,811	\$49,363
	Wastewater Treatment Op III (Not Certified)	Φ <del>1</del> 7,011	φ47,303
1L	Wastewater Treatment Operator III (Certified)	\$23,85	\$24.54
		\$49,363	\$50,791

## SALARY SCHEDULE "A" HOURLY EFFECTIVE JANUARY 1, 2009

_	EFFECTIVE JANUARY 1, 2009		
Pay Class *1A	Job Classification Caretaker (Non Fireman's) Labourer*	1 <sup>st</sup> Year \$15.57 \$32,226	
	Roadways Maintenance Worker Sanitary Landfill Attendant*		
1B	Caretaker (Fireman's) Equipment Operator I Hydrant Serviceperson Semi Skilled Labourer Senior Lifeguard Instructor Truck Helper (Mechanical Packer) Waste Water Treatment Operator (Training)	\$18.93 \$39,180	\$19.44 \$40,235
1C	Cemeterian I Container Maintenance Helper Container Maintenance Repairperson Equipment Operator II Facilities Operator I Forester I Fuel Truck Operator Horticulturist I irrigation Worker I Lead Caretaker Utilityperson Wastewater Treatment Operator I	\$19.44 \$40,235	\$19.95 \$41,291
1D	Asphalt Raker Building & Yard Maintenance Operator Manual Side Loader Helper Pavement Saw Operator Serviceman Skilled Labourer Tandem Truck Operator Traffic Marker Truck Driver (Sewer And Water) Wastewater Treatment Operator I (Certified)	\$19.95 \$41,291	\$20.48 \$42,388
1E	Formsetter Manual Side Loader Operator Sign Shop Worker Small Cold Planer Operator Tradesperson I Traffic Detours/Restrictions Controller Traffic Pavement Marker Traffic Underground Installer	\$20.48 \$42,388	\$21.09 \$43,651

D			
Pay Class	Job Classification	1 <sup>st</sup> Year	2 <sup>nd</sup> Year
1F	Automated Side Loader Operator Bottomman Cemeterian II City Hall Building Operator Equipment Operator III Forester II Horticulturist II Hydrant Specialist Hydrant Repairperson irrigation Worker II Mechanical Side Loader Operator Nursery Worker II Repairperson (LLP) Solid Waste Truck Operator Traffic Sign Fabricator	\$21.09 \$43,651	\$21.61 \$44,727
1 <b>G</b>	Asphalt Plant Operator Block & Brick Layer Crew Lead - Brick Crew Crew Lead - Concrete Capping Crew Lead - Hand Crew Crew Lead - Manhole Reconstruction Crew Lead - Mudjacking Equipment Operator IV Leadman Maintenance Repairperson (Facilities) Manhole Builder Sewerjet/ Hydrovac Operator Trades 1 - Sewage Services Tire Repairperson	\$21.61 \$44,727	\$22.25 \$46,051
1H	Arborist Container Capital Program Leadperson Container Maintenance Leadperson Concrete Finisher Crew Lead – Asphalt Excavation Crew Lead - Cold Planer Crew Lead - Concrete Excavation Crew Lead - Concrete Services Crew Lead - Cuts/Failures Crew Lead - Lane Excavation Crew Lead - Slip Form Foreman I Horticulturist III Leadman - Landscape Construction Leadman - Recreation Facilities Operations Maintenance Repairperson - Pools & Rinks Maintenance Welder	\$22.25 \$46,051	\$22.87 \$47,335

Pay Class	Job Classification	1 <sup>st</sup> Year	2 <sup>nd</sup> Year
1 H	Nursery Worker III	\$22.25	\$22.87
	Waste Water Treatment Op II	\$46,051	\$47,335
	Weed Inspector		
11	Crew Lead - Asphalt Screed	\$22.87	\$23.49
	Foreman - Landfill	\$47,335	\$48,618
	Foreman - Sewage Collection		
	Foreman - Water Distribution		
	Landscape Construction Technician		
	Maintenance Operator		
1 J	Pest Control Officer	\$23.49	\$24.02
	Leadperson - Parks District	\$48,618	\$49,715
	Small Tools & Equipment Technician		
1 K	Foreman, Landscape	\$24.02	\$24.80
110	Irrigation Worker III	\$49,715	\$51,329
	Wastewater Treatment Op III (Not Certified)	\$47,/13	ФЭ1,329
1L	Wastewater Treatment Operator III (Certified)	\$24.80	\$25.52
		\$51,329	\$52,819

# SALARY SCHEDULE "A" EFFECTIVE JANUARY 1, 2007

Pay	EFFECTIVE JA	NOAKI 1, 2007			
Class 2A	Job Classification Administration Clerk Assistant Distribution Clerk Engineering Assistant I Stock Clerk I Weigh Scale Attendant	1 <sup>st</sup> Year \$16.53 \$34,213	2 <sup>nd</sup> Year \$17.10 \$35,392	3 <sup>rd</sup> Year \$17.72 \$36,676	4 <sup>th</sup> Year \$18.38 \$38,042
2B	Stock Clerk II Technical Assistant - TSC Water Attendant Weigh Scale Attendant II	\$17.10 \$35,392	\$17.72 \$36,676	\$18.38 \$38,042	\$19.06 \$39,449
2C	Equipment Clerk Neighbourhood Centre Programmer Stock Clerk III Traffic Operations Assistant	\$17.72 \$36,676	\$18.38 \$38,042	\$19.06 \$39,449	\$19.72 \$40,815
2D	Distribution Clerk I Engineering Assistant II Survey Assistant	\$18.38 \$38,042	\$19.06 \$39,449	\$19.72 \$40,815	\$20.47 \$42,367
2E	Air Quality Specialist CCTV Sewer Camera Operator Dispatch Clerk Distribution Clerk Journeyperson Parts Sales & Salvage Clerk Scheduling Officer Stock Clerk IV	\$19.06 \$39,449	\$19.72 \$40,815	\$20.47 \$42,367	\$21.21 \$43,899
2F	Engineering Assistant III Fuel System Officer Swimming Pool Technician	\$19.72 \$40,815	\$20.47 \$42,367	\$21.21 \$43,899	\$22.00 \$45,534
2G	Development Assistant Engineering inspector Foreman - Facilities Operations Foreman - Roadways Foreman II Foreman II - Traffic Hydrant Specialist Laboratory Analyst Materials Coordinator Materials Technician I Program Specialist Senior Scheduling Officer	\$20.47 \$42,367	\$21.21 \$43,899	\$22.00 \$45,534	\$22.80 \$47,190

Pay Class	Job Classification	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year
2Н	Foreman - Golf Course Foreman - Cemetery Maintenance Foreman - Water Meter Shop Forestry Technician Geomatics Technician I Lift Station Maintenance Specialist Storekeeper III Survey Technician Traffic Database Coordinator	\$21.21 \$43,899	\$22.00 \$45,534	\$22.80 \$47,190	\$23.66 \$48,970
21	Engineering Assistant IV Environmental Technologist Fleet Maintenance Specialist Fleet Management Technologist Geomatics Technician II Traffic Signal Control Technician Traffic Signal Control Electrician Traffic Signal Systems Technician Journeyperson - Carpenter Journeyperson - Carpenter/Locksmith Journeyperson - Electrician Electrician - STP Journeyperson - Industrial Mechanic Journeyperson - Mechanic Journeyperson - Painter/Decorator Journeyperson - Plumber/Gasfitter Journeyperson - Refrigeration/AC Mechanic Journeyperson - Welder Tradesperson II - Plumber (XCon/Backflow) Tradesperson II (STP, Asphalt Plant)	\$22.00 \$45,534	\$22.80 \$47,190	\$23.66 \$48,970	\$24.52 \$50,750
2J	Community Consultant Engineering Technologist Fleet Stores Coordinator Foreman II - Major Facilities Foreman Welding Shop Horticulture Extension Officer Maintenance Repair Technician (Water Supply) Roadways Engineering Technologist Water & Sewer Technical Coordinator	\$22.80 \$47,190	\$23.66 \$48,970	\$24.52 \$50,750	\$25.51 \$52,799
2K	Neil Balkwill Civic Arts Centre Administrator Coordinator, Building Maintenance Coordinator, Painter/Decorator Electrical Technician Entomology Research Analyst Equipment Coordinator	\$23.66 \$48,970	\$24.52 \$50,750	\$25.51 \$52,799	\$26.47 \$54,786

Pay Class	Job Classification	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year
2K	Field Engineering Technologist Infrastructure & Planning Technologist Instrument Controls Specialist irrigation Services Coordinator Roadways Project Coordinator Roadways Technician Solid Waste Technologist Traffic Technologist Water Technologist	\$23.66 \$48,970	\$24.52 \$50,750	\$25.51 \$52,799	\$26.47 \$54,786
2L	Environmental Engineering Technologist Project Coordinator	\$24.52 \$50,750	\$25.51 \$52,799	\$26.47 \$54,786	\$27.54 \$57,000
	STP Operations Coordinator Trades Coordinator – Electrical/Mechanical, Carpentry & Facilities Maintenance Trades Coordinator – Mechanical Traffic Operations Coordinator Traffic Signal Coordinator Water System Coordinator				

# SALARY SCHEDULE "A" EFFECTIVE JANUARY 1, 2008

Pay	EFFECTIVE JA.	NUAK 1 1, 2006			
Class 2A	Job Classification Administration Clerk Assistant Distribution Clerk Engineering Assistant I Stock Clerk I Weigh Scale Attendant	1 <sup>st</sup> Year \$17.19 \$35,579	-	\$18.43	4 <sup>th</sup> Year \$19.12 \$39,573
2B	Stock Clerk II Technical Assistant - TSC Water Attendant Weigh Scale Attendant II	\$17.78 \$36,800	\$18.43 \$38,145	\$19.12 \$39,573	\$19.82 \$41,022
2C	Equipment Clerk Neighbourhood Centre Programmer Stock Clerk III Traffic Operations Assistant	\$18.43 \$38,145	\$19.12 \$39,573	\$19.82 \$41,022	\$20.51 \$42,450
2D	Distribution Clerk I Engineering Assistant II Survey Assistant	\$19.12 \$39,573	\$19.82 \$41,022	\$20.51 \$42,450	\$21.29 \$44,064
2E	Air Quality Specialist CCTV Sewer Camera Operator Dispatch Clerk Distribution Clerk Journeyperson Parts Sales & Salvage Clerk Scheduling Officer Stock Clerk IV	\$19.82 \$41,022	\$20.51 \$42,450	\$21.29 \$44,064	\$22.06 \$45,658
2F	Engineering Assistant III Fuel System Officer Swimming Pool Technician	\$20.51 \$42,450	\$21.29 \$44,064	\$22.06 \$45,658	\$22.88 \$47,355
2G	Development Assistant Engineering Inspector Foreman - Facilities Operations Foreman - Roadways Foreman II Foreman II - Traffic Hydrant Specialist Laboratory Analyst Materials Coordinator Materials Technician I Program Specialist Senior Scheduling Officer	\$21.29 \$44,064	\$22.06 \$45,658	\$22.88 \$47,355	\$23.71 \$49,073

Pay Class	Job Classification	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year
2H	Foreman - Golf Course Foreman - Cemetery Maintenance Foreman - Water Meter Shop Forestry Technician Geomatics Technician I Lift Station Maintenance Specialist Storekeeper III Survey Technician Traffic Database Coordinator	\$22.06 \$45,658	\$22.88 \$47,355	\$23.71 \$49,073	\$24.61 \$50,936
21	Engineering Assistant IV Environmental Technologist Fleet Maintenance Specialist Fleet Management Technologist Geomatics Technician II Traffic Signal Control Technician Traffic Signal Control Electrician Traffic Signal Systems Technician Journeyperson - Carpenter Journeyperson - Carpenter/Locksmith Journeyperson - Electrician Electrician - STP Journeyperson - Industrial Mechanic Journeyperson - Mechanic Journeyperson - Painter/Decorator Journeyperson - Plumber/Gasfitter Journeyperson - Refrigeration/AC Mechanic Journeyperson - Welder Tradesperson II - Plumber (XCon/Backflow) Tradesperson II (STP, Asphalt Plant)	\$22.88 \$47,355	\$23.71 \$49,073	\$24.61 \$50,936	\$25.50 \$52,778
2J	Community Consultant Engineering Technologist Fleet Stores Coordinator Foreman II - Major Facilities Foreman Welding Shop Horticulture Extension Officer Maintenance Repair Technician (Water Supply) Roadways Engineering Technologist Water & Sewer Technical Coordinator	\$23.71 \$49,073	\$24.61 \$50,936	\$25.50 \$52,778	\$26.53 \$54,910
2K	Neil Balkwill Civic Arts Centre Administrator Coordinator, Building Maintenance Coordinator, Painter/Decorator Electrical Technician Entomology Research Analyst Equipment Coordinator	\$24.61 \$50,936	\$25.50 \$52,778	\$26.53 \$54,910	\$27.53 \$56,980

Pay Class	Job Classification	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year
2K	Field Engineering Technologist infrastructure & Planning Technologist instrument Controls Specialist irrigation Services Coordinator Roadways Project Coordinator Roadways Technician Solid Waste Technologist Traffic Technologist Water Technologist	\$24.61 \$50,936	\$25.50 \$52,778	\$26.53 \$54,910	\$27.53 \$56,980
2L	<b>Environmental Engineering Technologist Project Coordinator</b>	\$25.50 \$52,778	\$26.53 \$54,910	\$27.53 \$56,980	\$28.64 \$59,277
	STP Operations Coordinator Trades Coordinator – Electrical/Mechanical, Carpentry & Facilities Maintenance Trades Coordinator – Mechanical Traffic Operations Coordinator Traffic Signal Coordinator				

Water System Coordinator

# SALARY SCHEDULE "A" EFFECTIVE JANUARY 1, 2009

Pay	EFFECTIVE JANUARY 1, 2009						
Class 2A	Job Classification Administration Clerk Assistant Distribution Clerk Engineering Assistant I Stock Clerk I Weigh Scale Attendant	1 <sup>st</sup> Year \$17.88 \$32,888	2 <sup>nd</sup> Year \$18.49 \$34,027	3 <sup>rd</sup> Year \$19.17 \$35,269	4 <sup>th</sup> Year \$19.88 \$36,572		
2B	Stock Clerk II Technical Assistant • TSC Water Attendant Weigh Scale Attendant II	\$18.49 \$38,269	\$19,17 \$39,677	\$19.88 \$41,146	\$20.61 \$42,657		
2C	Equipment Clerk Neighbourhood Centre Programmer Stock Clerk III Traffic Operations Assistant	\$19.17 \$39,677	\$19.88 \$41,146	\$20.61 \$42,657	\$21.33 \$44,147		
2D	Distribution Clerk I Engineering Assistant II Survey Assistant	\$19.88 \$41,146	\$20.61 \$42,657	\$21.33 \$44,147	\$22.14 \$45,824		
2E	Air Quality Specialist CCTV Sewer Camera Operator Dispatch Clerk Distribution Clerk Journeyperson Parts Sales & Salvage Clerk Scheduling Officer Stock Clerk IV	\$20.61 \$42,657	\$21.33 \$44,147	\$22.14 \$45,824	\$22.94 \$47,480		
2F	Engineering Assistant III Fuel System Officer Swimming Pool Technician	\$21.33 \$44,147	\$22.14 \$45,824	\$22.94 \$47,480	\$23.80 \$49,259		
2G	Development Assistant Engineering Inspector Foreman - Facilities Operations Foreman - Roadways Foreman II Foreman II - Traffic Hydrant Specialist Laboratory Analyst Materials Coordinator Materials Technician I Program Specialist Senior Scheduling Officer	\$22.14 \$45,824	\$22.94 \$47,480	\$23.80 \$49,259	\$24.66 \$51,039		

Pay Class	Job Classification	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year
2Н	Foreman - Golf Course Foreman - Cemetery Maintenance Foreman - Water Meter Shop Forestry Technician Geomatics Technician I Lift Station Maintenance Specialist Storekeeper III Survey Technician Traffic Database Coordinator	\$22.94 \$47,480	\$23.80 \$49,259	\$24.66 \$51,039	\$25.59 \$52,964
21	Engineering Assistant IV Environmental Technologist Fleet Maintenance Specialist Fleet Management Technologist Geomatics Technician II Traffic Signal Control Technician Traffic Signal Systems Technician Journeyperson - Carpenter Journeyperson - Carpenter/Locksmith Journeyperson - Electrician Electrician - STP Journeyperson - Industrial Mechanic Journeyperson - Painter/Decorator Journeyperson - Plumber/Gasfitter Journeyperson - Refrigeration/AC Mechanic Journeyperson - Welder Tradesperson II - Plumber (XCon/Backflow) Tradesperson II (STP, Asphalt Plant)	\$23.80 \$49,259	\$24.66 \$51,039	\$25.59 \$52,964	\$26.52 \$54,889
2J	Community Consultant Engineering Technologist Fleet Stores Coordinator Foreman II - Major Facilities Foreman Welding Shop Horticulture Extension Officer Maintenance Repair Technician (Water Supply) Roadways Engineering Technologist Water & Sewer Technical Coordinator	\$24.66 \$51,039	\$25.59 \$52,964	\$26.52 \$54,889	\$27.59 \$57,104
2K	Neil Balkwill Civic Arts Centre Administrator Coordinator, Building Maintenance Coordinator, Painter/Decorator Electrical Technician Entomology Research Analyst Equipment Coordinator	\$25.59 \$52,964	\$26.52 \$54,889	\$27.59 \$57,104	\$28.63 \$59,256

Pay Class	Job Classification	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year
2K	Field Engineering Technologist Infrastructure & Planning Technologist Instrument Controls Specialist Irrigation Services Coordinator Roadways Project Coordinator Roadways Technician Solid Waste Technologist Traffic Technologist Water Technologist	\$25.59 \$52,964	\$26.52 \$54,889	\$27.59 \$57,104	\$28.63 \$59,256
2L	Environmental Engineering Technologist Project Coordinator	\$26.52 \$54,889	\$27.59 \$57,104	\$28.63 \$59,256	\$29.79 \$61,657
	STP Operations Coordinator Trades Coordinator - Electrical/Mechanical, Carpentry & Facilities Maintenance Trades Coordinator - Mechanical Traffic Operations Coordinator Traffic Signal Coordinator Water System Coordinator				

## SCHEDULE "B"

**Ali** 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 5/5/4 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 Statues 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. <u>Statutory Holidays</u>

- (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
  - Family 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 employees 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 ½) 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.

### (c) 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:

- (i) While in receipt of Workers' Compensation Benefits not supplemented by the City.
- (ii) 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. <u>Seniority</u>

- (a) Seniority shall be acquired by an employee after 2,069 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 purpose 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 lay off. 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 purposes 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
- Solid Waste Disposal
- Roadways Technical Support, Testing Lab and Field Services, Roadways Engineering
- Asphalt Production
- Roadways Operation
- Traffic Operations and Engineering
- Water Operations; Cross Connection and Water Metering
- 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-à-vis, casual employees in other divisions.

- (ii) Notwithstanding sub-section (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 to 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 changes 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 employees 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 lay-off 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 particular class or classes of work they perform in accordance with the rates of pay set forth in the Schedules of this Agreement.

### 10. <u>Seniority List</u>

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

The December 31<sup>st</sup> seniority list will include **seniority** 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 **February** 15<sup>th</sup> each year if they wish to be considered for a transfer.

The closing date for making application to transfer will be **February** 15<sup>th</sup> each year (or the working day immediately prior to **February** 15<sup>th</sup> in the event the 15<sup>th</sup> is an earned day off, Saturday, or Sunday). Seniority hours used in making transfer selections will also be based on the **February** 15<sup>th</sup> date.

- (c) 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.
- (d) 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.

- (e) The seniority of an employee who transfers from one division to another under this Article shall **not be recognized in** the new division **until** December 31<sup>st</sup> of the year the transfer occurs.
- (f) 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.
- (g) Employees will be limited to one transfer per twelve (12) month period. Upon a successful transfer, any 'outstandingrequests to transfer will be removed.
- (h) Total accumulated seniority will be utilized for the purpose of permanent competitions.
- (i) 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 31<sup>st</sup> 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 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 & 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 from 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 the 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,
- 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 2,080 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; 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 2,069 – 10,000 hours of service as set out in Article 1, Clause ( $\mathbf{k}$ )( $\mathbf{i}$ ) - \$15,000 coverage

- Employees with 2,069 10,000 hours of service as set out in Article 1 Clause (**k**)(i) \$40,000 coverage
- (b) Premiums to cover the twelve (12) months following recall shall be collected from the employee during the first four pay periods after June 1<sup>st</sup> or if the employee is recalled to employment after June 1<sup>st</sup>, 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

		CASUAL STAFF		
Pay	L.L. Charles artis	Effective Jan.1, 2007	Effective Jan.1, 2008	Effective Jan.1, 2009
Class	Job Classification Casual Recreation Program	2007	2000	2009
3A	Worker Facility Attendant	\$9.63	\$10.02	\$10.42
3B	Cashier Childcare Attendant Outdoor Pool Cashier Program Instructor Traffic Counter	\$10.00	\$10.40	\$10.82
3C	Lifeguard/Instructor I	\$11.74	\$12.21	\$12.70
30	Major Facility Cashier (Start)	\$10.70	\$11.13	\$11.58
	(Maximum After 2080 Hours)	\$11.74	\$12.21	\$12.70
3D	Facility Supervisor Program Supervisor Program Technician	\$12.04	\$12.52	\$13.02
3E	Vacant	\$13.04	\$13.56	\$14.10
3F	Lifeguard/Instructor II	\$13.46	\$14.00	\$14.56
3G	Vacant	\$13.84	\$14.39	\$14.97
3H	Aboriginal Recreation Worker Art Preparator Lead Guard Neighbourhood Centre Supervisor Program Coordinator Youth Recreation Worker Youth Strategy Coordinator	\$14.87	\$15.46	\$16.08
3I	Casual Labourer (1st Year)	\$13.46	\$14.00	\$14.56
	(2 <sup>nd</sup> Year)	\$16.14	\$16.79	\$17.46
	Casual Labourer rates applicab	le to employees hired on or aft	er January 1,2006:	
	(1 <sup>st</sup> Year)	\$10.50	\$10.92	\$11.36
	(2 <sup>nd</sup> Year)	\$13.02	\$13.54	\$14.08

#### 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 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.

### 2. <u>Employees Performing Superior Duties</u>

- (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 the 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, 2007

Pay	EFFECTIVE JANU	AKI 1, 2007	2 <sup>nd</sup>			
Class	Job Classification	1st Year	Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	5 <sup>th</sup> Year
4A	Supervisor, Central Stores, Salvage & Fuel	\$23.30	\$24.74	\$26,15	\$27.59	\$29.00
	Supervisor, Material Supply	\$48,225				\$60,022
	Supervisor, Park Services	4.0,220	40.,200	40 1,123	Ψ57,104	Ψ00,022
	Supervisor, Parks Maintenance					
4B	Assistant Superintendent	\$24.47	\$25.97	\$27.50	\$28.91	\$30.45
	Leisure Centre Supervisor	\$50,646	\$53,751	\$56,917	\$59,836	\$63,023
	Supervisor, Golf Courses		·		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	400,020
	Supervisor, Inspection					
	Supervisor, Landfill Operations (01/Feb/2007)					
	Supervisor, Parks Development					
	Supervisor, Pest Management					
	Supervisor, Sewage Collection					
	Supervisor, Solid Waste Collection					
	Supervisor, STP Maintenance					
	Supervisor, Survey					
	Supervisor, Traffic Operations					
	Supervisor, Underground Maintenance					
	Supervisor, Water Distribution					
	Supervisor, Water Supply					
4C	Supervisor, Chemist	\$25.58	\$27.18	\$28.72	\$30.31	\$31.86
	Supervisor, Development Services	\$52,944	\$56,255	\$59,443	\$62,733	\$65,941
	Supervisor, Testing Lab & Field Services		·	,	,,	,
	Supervisor, Urban Forestry					
4D	<b>Superintendent of Roadways Operations</b>	\$26.76	\$28.38	\$29,99	\$31.62	\$33,27
		\$55,386	\$58,739	\$62,071	\$65,445	\$68,860
						•

# SALARY SCHEDULE "C" EFFECTIVE JANUARY 1, 2008

D	EFFECTIVE JAN	UARY 1, 2008	2 <sup>nd</sup>			
Pay Class	Job Classification	1 <sup>st</sup> Year	Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	5 <sup>th</sup> Year
4A	Supervisor, Central Stores, Salvage & Fuel	\$24.23	\$25.73	\$27.20	\$28.69	\$30.16
7/1	Supervisor, Material Supply	\$50,149		\$56,297	•	\$62,423
	Supervisor, Waterian Suppry Supervisor, Park Services	\$50,175	Ψυυ,Ζυπ	\$30,297	\$39,300	φυ2, <del>1</del> 23
	Supervisor, Parks Maintenance					
	Supervisor, Larks Maintenance					
4B	Assistant Superintendent	\$25.45	\$27.01	\$28.60	\$30.07	\$31.67
	Leisure Centre Supervisor	\$52,675	\$55,903	\$59,194	\$62,237	\$65,548
	Supervisor, Golf Courses	•	•	. ,	, ,	,
	Supervisor, Inspection					
	Supervisor, Landfill Operations					
	Supervisor, Parks Development					
	Supervisor, Pest Management					
	Supervisor, Sewage Collection					
	Supervisor, Solid Waste Collection					
	Supervisor, STP Maintenance					
	Supervisor, Survey					
	Supervisor, Traffic Operations					
	Supervisor, Underground Maintenance					
	Supervisor, Water Distribution					
	Supervisor, Water Supply					
4C	Supervisor, Chemist	\$26.60	\$28,27	\$29.87	\$31.52	\$33.13
	Supervisor, Development Services	\$55,055	\$58,511	\$61,823	\$65,238	\$68,570
	Supervisor, Testing Lab & Field Services	,,	+ <b>,</b>	Ψ01,020	Ψου, <b>Ξ</b> υ	400,570
	Supervisor, Urban Forestry					
	1					
4D	Superintendent of Roadways Operations	\$27.83	\$29.52	\$31.19	\$32.88	\$34.60
		\$57,600	\$61,098	\$64,555	\$68,053	\$71,612

## SALARY SCHEDULE "C" EFFECTIVE JANUARY 1, 2009

	EFFECTIVE JAI	VUAK1 1, 2009	-			
Pay	T 1 (2) 1(2) 1		$2^{nd}$			43.
Class	Job Classification	1 <sup>st</sup> Year	Year	3 <sup>rd</sup> Year		5 <sup>th</sup> Year
4A	Supervisor, Central Stores, Salvage & Fuel	\$25.20	\$26.76	\$28.29	\$29.84	\$31.37
	Supervisor, Material Supply	\$52,157	\$55,386	\$58,553	\$61,761	\$64,927
	Supervisor, Park Services					
	Supervisor, Parks Maintenance					
4B	Assistant Superintendent	\$26.47	\$28.09	\$29.74	\$31.27	\$32.94
	Leisure Centre Supervisor	\$54,786	\$58,139	\$61,554	\$64,720	\$68,177
	Supervisor, Golf Courses				•	,
	Supervisor, Inspection					
	Supervisor, Landfill Operations					
	Supervisor, Parks Development					
	Supervisor, Pest Management					
	Supervisor, Sewage Collection					
	Supervisor, Solid Waste Collection					
	Supervisor, STP Maintenance					
	Supervisor, Survey					
	Supervisor, Traffic Operations					
	Supervisor, Underground Maintenance					
	Supervisor, Water Distribution					
	Supervisor, Water Supply					
4C	Supervisor, Chemist	\$27.66	\$29.40	\$31.06	\$32.78	\$34.46
	Supervisor, Development Services	\$57,249	\$60,850	\$64,286	\$67,846	\$71,323
	Supervisor, Testing Lab & Field Services	•			,	,
	Supervisor, Urban Forestry					
4D	<b>Superintendent of Roadways Operations</b>	\$28.94	\$30.70	\$32.44	\$34.20	\$35.98
		\$59,898	\$63,541	\$67,142	\$70,785	\$74,469
				-	,	,

## Appendix A

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

CLASSIFICATION	a.1 CLOTHING ISSUED	a.2 ISSUED
PUBLICWORKS	Initially Provided	Replaced Thereafter:
Traffic Operations Division  Parking Meter Section	<ul> <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>	- Per Annum
- Sign Shop Worker	- 2 Smocks	- As Required (turn-in Basis)
- Traffic Technicians/Electricians	- 3 Smocks - 1 Pair Lineman Hot Gloves	- As Required (turn-in Basis)
Equipment Operator III – Paint Truck     Traffic Marker     Employees Assigned to Painting Cross Walks	- 2 Pairs of Coveralls	- As Required (turn-in Basis)
- All Employees  Water Meter Shop Division - All Employees	- Summer & Winter Gloves/Mitts  - 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) - Summer & Winter Gloves/Mitts - 2 Pairs of Coveralls - 1 Overcoat or Parka	- As Required (turn-in Basis) - Per Annum  - As Required (turn-in basis) - Every 3 Years
		- As Required (turn-in Basis)
- All Employees  Water Distribution Division - All Employees	- 2 Pairs of Coveralls - Summer & Winter Gloves/Mitts - Rubber Boots - Water Repellent Jackets & Pants	- As Required (turn-in Basis)
Sewage Collection Division - All Employees	- 2 Pairs of Coveralls - Summer & Winter Gloves/Mitts - Rubber Boots - Water Repellent Jackets & Pants	- As Required (turn-in Basis)
Water Supply Division - All Employees	2 Pairs of Coveralls Summer & Winter Gloves/Mitts Rubber Boots Water Repellent Jackets & Pants	- As Required (turn-in Basis)
- Control Room Operators - Farrell Pumping Station	4 Smocks	- As Required (turn-in Basis)

		•
CLASSIFICATION	a.1 CLOTHING ISSUED	a.2 ISSUED
Solid Waste Collection & Disposal Division - All Employees	- 2 Pairs of Coveralls - Summer & Winter Gloves/Mitts	- As Required (turn-in Basis)
- Utility Person/Landfill	<ul> <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>	- Per Annum  ▼  - Every 3 Years
- Solid Waste Collection Employees	- Raincoats	- As Required (turn-in Basis)
a.2.1 Sewage Treatment Division - Laboratory Employees	- 2 Smocks	As Required (turn-in Basis)
- Operators	- 2 Pairs of Coveralls	- As Required (turn-in Basis)
	- Summer & Winter Gloves/Mitts	•
- Trades Employees	- 2 Pairs of Coveralls - Summer & Winter Gloves/Mitts	- As Required (turn-in Basis)
Roadways Division - 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)
MUNICIPAL ENGINEERING		
Inspection Division - All Employees	2 Pairs of Coveralls     Summer & Winter Gloves/Mitts     Rubber Boots     Water Repellent Jackets & Pants     2 Pairs of Coveralls	<ul> <li>As Required (turn-in Basis)</li> <li>As Required (turn-in Basis)</li> </ul>
a.2.2 Development Division - All Employees	- Summer & Winter Gloves/Mitts - Rubber Boots - Water Repellent Jackets & Pants	• • • • • • • • • • • • • • • • • • •
Environmental Engineering Division • Environmental Technologists	2 Smocks	- As Required (turn-in Basis)
Material Testing & Quality Control Division - All Employees	- 2 Smocks Summer & Winter Gloves/Mitts	- As Required (turn-in Basis)
COMMUNITY SERVICES		
- Cemetery Employees	<ul> <li>Rainproof Gloves</li> <li>Rubber Boots</li> <li>Water Repellent Jackets &amp; Pants</li> </ul>	- As Required (turn-in Basis)
- Boulevard Employees	Rainproof Gloves     Rubber Boots     Water Repellent Jackets & Pants	- As Required (turn-in Basis)
<ul> <li>All Parks Employees</li> </ul>	- Summer & Winter Gloves/Mitts	As Required (turn-in Basis)

CLASSIFICATION	a.1 CLOTHING ISSUED	a.2 ISSUED
- 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)

(B)		
- irrigation Employees	<ul><li> 2 Pairs of Coveralls</li><li> Rainproof Gloves</li><li> Rubber Boots</li><li> Water Repellent Jackets &amp; Pants</li></ul>	- As Required (turn-in Basis)
- Golf Course Employees	<ul><li>Rainproof Gloves</li><li>Rubber Boots</li><li>Water Repellent Jackets &amp; Pants</li></ul>	- As Required (turn-in Basis)
<ul> <li>Permanent Lifeguard Instructors</li> <li>Casual Lifeguard Instructor with</li> <li>4160 Hours or More as Set Out in</li> <li>Article 1(k)I</li> </ul>	- \$60.00 Bathing Suit Allowance	- Annually (paid during the first two weeks in January)
Effective Jan 1, 2006, Casual Lifeguard Instructor with 2080 Hours or More as Set Out in Article 1(k)I		
SUPPORT SERVICES		
<ul> <li>Trades I</li> <li>Trades II</li> <li>Employees Assigned to Painting Lines At Taylor Field</li> <li>Asphalt Plant Operator</li> <li>Equipment Operator II</li> <li>Equipment Operator III</li> <li>Equipment Operator IV</li> </ul>	- 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)
<ul><li>Trades I Mechanics</li><li>Trades II Mechanics</li></ul>	- 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) ▼
<ul><li>Stock Clerks</li><li>Storekeepers</li><li>Sales and Salvage Clerk</li></ul>	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)

CLASSIFICATION	a.1 CLOTHING ISSUED	a.2 ISSUED
FINANCE		
Water Distribution Division - 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

## **EQUIPMENT SCHEDULE**

## CLASSIFICATION OF EQUIPMENT OPERATOR WORK

Class	Description Description	I	l II	IIA	Ш	l iv
	TRUCKS					
B060	TRUCK - 1 TON/AERIAL LIFT	T	X			
C010	TRUCK - 5 TON AERIAL LIFT		X	1		
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		Х			
H030	TRUCK - REFUSE PACKER		X		· · · · · ·	<u> </u>
H040	TRUCK - VACUUM LITTER PICKER		X			
I020	TRUCK - MULTI-LIFT C/W AT		X			
I031	TRUCK - SINGLE AXLE (3-5 TON)		X			
1035	TRUCK - TREE SPADE				X	
1050	TRUCK - TANDEM AXLE			X		
1070	TRUCK - TANDEM AXLE SANDER			X		1
1080	TRUCK - TANDEM DRIVE TRACTOR				X	
1085	TANDEM AXLE WITH PLOW				X	
·	TURF EQUIPMENT	1		<u> </u>	<del></del>	
Z019	MOWER - ROTARY BATWING 15				X	
Z039	SWEEPER - ARTIFICIAL TURF		X	1		<u> </u>
Z048	MOWER - ROTARY RIDING 60"	X				
Z049	MOWER - ROTARY RIDING 72"	X				
Z052	MOWER - ROTARY RIDING 144"		X			
	MOWER - ROTARY RIDING 15'				X	
	MOWER - REEL RIDING 60"	X				
	MOWER - REEL RIDING 62"	X				
	MOWER - REEL RIDING 84"	X				
	MOWER - REEL RIDING 11'		X			
Z068	SWEEPER - TURF RIDING 48-	X				
	ATTACHMENTS					
	AERATOR - PULL 72-96"		X			
	BOX BLADE - 3PT HITCH		X			
	MOWER - ROTARY 3PT HITCH		X			
	MOWER - REEL 3 OR 5 GANG PULL		X			
	LANDSCAPE RAKE - 3PT HITCH		X			
_	ROTOVATOR - 3PT HITCH 40-		X			
Z031	SEEDER - ENDWHEEL 10' DRI		X			

7037	SPREADER - FERTILIZER 250	X		T		
	SPREADER - FERTILIZER 700		X			
	SWEEPER - TURF PULL	<del> </del>	$\frac{X}{X}$	<del> </del>	<del></del>	<del></del>
	TOP DRESSER - PULL/3 CU.YD	+	$\frac{\lambda}{X}$	<del> </del>	<del></del>	<del>[</del>
	AERATOR - WALK BEHIND	$\frac{1}{x}$		<del> </del>		
	SAND TRAP DRESSER – RIDING	$\frac{1}{X}$		<del></del> -		<del> </del>
	GREENS ROLLER-RIDING	X		<del>                                     </del>		<del></del>
2090	GREENS ROLLER-RIDING			<u> </u>	<u> </u>	1
Class	(Description	l I	II	IIA	III	IV
	TRACTORS			1	<u> </u>	1
D010	TRACTOR - TRACKED SNOW PLOW	T	X	<u> </u>	[	
	TRACTOR - RUBBER TIRED SNOW PLOW	1	X	<del>                                     </del>		
	SNOW BLOWERS (F/END LOADER)			<u> </u>		X
	FRONT END LOADERS - 2-5 YD	1		<u> </u>	X	
	SKID STEER LOADER			1	X	
	TRACTOR - FIELD (BELOW 35 HP)	X				
	TRACTOR - FIELD (OVER 35 HP)		X		· · · · · · · · · · · · · · · · · · ·	
	TRACTOR - BACKHOE	<del>                                     </del>		1	X	
	TRACTOR - BACKHOE (GRAVE DIGGING)					Х
	TRACTOR - UTILITY C/W LOADER		X			<u>-</u>
	TRACTOR - WHEEL TRENCHER (FROST WHEEL)	1		<del>                                     </del>	X	
2.00	SPECIALTY EQUIPMENT	<u> </u>		J		L
E085	FORK LIFT	1		T	X	1
	TRAILER - VACUUM MANHOLE	<del>                                     </del>	X			
	BUCKET SEWER SCRAPING MACHINE		X		·	
	PORTABLE STEAM BOILER		X			
	MOTOR GRADER	-			-	Х
	CRAWLER LOADER/DOZER	+		<del>                                     </del>	X	
	MOTOR SCRAPER	<del>  </del>	<del></del>	<del>                                     </del>	X	
	ASPHALT PAVER					Х
	ASPHALT DISTRIBUTOR	<del>                                     </del>	X	<del>  -</del>		
	SMALL ASPHALT PAVER	<del> </del>			X	
	OIL DISTRIBUTOR	1	X	<u> </u>		
	PAVEMENT PATCHER	<del> </del>			X	
	COMPACTOR - DRUM ROLLER	<del>                                     </del>	X			
	COMPACTOR RUBBER TIRED (WABLEY)	<del> </del>	X			
	LANDFILL COMPACTOR	<del>                                     </del>			X	
	COMPACTOR (SHEEPFOOT)	<del> </del> -			X	
	1 1/2 TON VIB. SOIL COMPACTOR	<del> </del>	X			
	LARGE EXCAVATOR		4 %			X
	MASONARY CONCRETE SAWS	<del>   </del>		X		
	TRENCHERS (LESS THAN 50 HP)		X	<u> </u>		·
	TRENCHER (GREATER THAN 50 HP)					X
	STREET SWEEPER				X	
	AERIAL LIFT – TRAILER	<del>                                     </del>	X			
	HYDRO SEEDER		Λ		X	
W 030	HYDRO SEEDER HYDRO SEEDER - WATER TANK	-	X		Λ	
7024	SPRAYER - WINDFOIL 18'		А		X	
	SPRAYER - WINDFOIL 18	<del>  </del>	X		Λ	
2033	DIKATEK - WINDLOID OO		Λ	L		

#### **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.

87

- 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 no 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 superseded 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
Day of	_, 2007, Regina, Saskatchewan.
On behalf of the City of Regina	On behalf of the Civic Employees Union Local 21

## BETWEEN

## THE CITY OF REGINA

## **AND**

## CIVIC EMPLOYEES' UNION, LOCAL #21

Re: Full-Time	<u>Casuals</u>		
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	day of	, 2007 at Regina, Saskatchewan	
On behalf of the (	City of Regina	On behalf of the Regina Outside City Workers, CUPE Local 21	

## **BETWEEN**

## THE CITY OF REGINA

## **AND**

## CIVIC EMPLOYEES' UNION, LOCAL #21

Re: Employme	nt Equity	
implementation, n	1 2	t Equity and the joint development, and updating of the Employment Equity plan as ghts Commission.
Signed this	day of	, 2007 at Regina, Saskatchewan
Onbehalfof the C	ity of Regina	On behalf of the Regina Outside City Workers, CUPE Local 21

## **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 day of	, 2007 at Regina, Saskatchewan		
On behalf of the City of Regina	On behalf of the Regina Outside City Workers, CUPE Local 21		

#### **BETWEEN**

## THE CITY OF REGINA AND

## CIVIC EMPLOYEES' UNION, LOCAL #21

## Re: Full-time President

The City of Regina agrees to provide salary continuance for the full-time CUPE Local #21 President based on the following principles:

- Continuance of this Letter of Understanding will be by agreement between the parties.
- The incumbent occupying the full-time CUPE #21 President position will remain on the civic payroll. The City will pay the incumbent at the regular wage rate for the position that the president occupied prior to becoming CUPE Local #21 President. The work schedule and time off will be governed by CUPE Local #21. The City will pay full time wages only and will not be responsible for any overtime, premiums or allowances. For the purpose of tracking vacation and sick leave usage the president shall submit records to the City on an "exception time reporting" basis.
- The incumbent will be eligible for all benefits including W.C.B., Article 12, pension and disability. Vacation credits will be used in accordance with the CBA (Article 6 (1-7)). In the event that the incumbent does not utilize the annual credits, CUPE Local #21 will be responsible for pay of any annual overaccumulation of vacation credits incurred during the presidential term.
- 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 the full-time CUPE Local #21 President. If the incumbent is promoted, the position will be held vacant or filled on a temporary basis.
- The number of CUPE Local #21 and City representatives at Grievance and Committees to be Heard will be limited to three (exclusive of the CUPE Local #21 President and/or CUPE National Staff Representative).

- The number of CUPE Local #21 and City representatives during negotiations will be limited to eight on each bargaining team. CUPE Local #21 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 the full-time CUPE Local #21 President.

Signed this day of	, 2007 at Regina, Saskatchewan	
On behalf of the City of Regina	On behalf of the Regina Outside City	

#### 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	day of	, 2007 at Regina, Saskatchewan		
On behalf of the O	City of Regina	On behalf of the Regina Outside City		
	-	Workers, CUPE Local 21		

#### BETWEEN

## THE CITY OF REGINA

#### **AND**

## CIVIC EMPLOYEES' UNION, LOCAL #21

Re:	Contract	Work
IXC.	Commaci	MOIN

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 day of	, 2007 at Regina, Saskatchewan		
On behalf of the City of Regina	On behalf of the Regina Outside City Workers, CUPE Local 21		

## **INDEX**

SUBJECT	ARTICLE NO.	PAGE
Amusal Vasation		10
Annual Vacation.,	6	
Attendance at Meetings	3F	
Benefit Plans	15	
Bereavement Leave	4A(1)	
Casual Employees: Memorandum of Working Cor	nditions Schedule B	
Check Off	3C	
Classification of Positions.,	18D	
Classification/Rates Pay	18	
Clothing.,	Appendix A	
Committees to be Heard	8B	
Death and Disablement Benefits.,	12	
Definitions	1	
Dental Plan	15C	
Dirty Work Pay	19G	
Dismissal for Misconduct	21(1)	
Driver's License	22A	43
Effective Date	23	44
Equipment Schedule	Appendix B	84
General Conditions	22	43
Grievances and Dispute Resolution	8	14
Group Life Insurance.,	15A	31
Hours of Work	16	32
Inclement Weather	16B	33
Indemnity Clause.,	22B	43
Joint Council.,	18E	37
Jury and Witness Duty	4A(5)	7
Layoff and Recall	11	24
Leave of Absence (Paid)	4A	5
Leave of Absence (Unpaid)	4B	7
Leave of Absence for Examinations.,	4A(3)	6
Leave of Absence for Union Activities	4B(2)	
Long-Term Disability.,	15D	
Long Term Leave of Absence – Without Pay – Me		
Maternity, Parental, Adoption Leave	4B(3)	
Medical Certificates – Return to Work	4B(4)	
Medical Plan	15B	
Normal Hours	16A	
Notice Boards	3D	5
Overtime	17	
Pay Schedules.,	18C	
Payment of Wages	18A	
	1011 1111111111111	

SUBJECT	ARTICLE NO.	PAGE
Pension Plan.,	15E	32
Premium Pay	19	38
Rates of Pay	18B	34
Reduction in Staff	11	24
Resolutions of Council	3E	5
Safety and Health	14	30
Scope	2	3
Seniority	9	20
Sewage Treatment Plant	19E	40
Shift Differential	19C	39
Sick Leave	5	
Special Leave	4A(2)	5
Special Training.,	20	42
Statutory Holidays	7	12
Superior Duties	19A	38
Supervisors' Memorandum of Working Conditions	Schedule C	76
Termination of Employment.,	21(2)	43
Time Off for Voting	4A(4)	6
Tool Allowance	19B	39
Union Recognition	3A	4
Union Security	3B	4
Vacancies and New Positions.,	10	21
Waterworks Division	19F	40
Weekend Premium	19D	40
Workers' Compensation Supplement	13	30

