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THE REGINA CIVIC MIDDLE MANAGEMENT ASSOCIATION

AGREEMENT

WITH

THE CITY OF REGINA

DECEMBER 25, 1985 TO JANUARY 5, 1988

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REGINA CIVIC MIDDLE MANAGEMENT ASSOCIATION

1986 - 87 AGREEMENT

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THIS AGREEMENT made in duplicate
this _____ day of _____ A.D. 1984.

BETWEEN

THE CITY OF REGINA, hereinafter
called "The City"

OF THE ONE PART;

AND

THE REGINA CIVIC MIDDLE MANAGEMENT
ASSOCIATION, hereinafter called
"The Association"

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 Association, 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 salary, 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 Association.

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

ARTICLE 1 - INTERPRETATION

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

1. "Association" means the Regina Civic Middle Management Association duly certified by the Labour Relations Board **under** the Trade Union Act, R.S.S. 1972, Cap. 137, and **amendments** thereto, as an appropriate unit of **employees** for the purpose of bargaining collectively for the members of the Regina Civic **Middle** Management Association, in the said certification or order specified.
2. "City" means the Corporation of the City of Regina.
3. "Council" means the Council of the City of Regina.
4. "City Manager" means the appointed City Manager or his designated representative.
5. "Director of Human Resources" means the person so employed or his designated representative.

6. "Head of Department" or "Heads of Departments" as the case may be shall mean the Head of any of the several departments to which reference is made in this agreement, or in their absence, any person singularly delegated by them and approved by the City Manager.
7. "Permanent Employee" shall mean an employee heretofore or hereafter appointed to a permanent position on the recommendation of the Department Head, such appointment having been confirmed by the City Manager or his designate. All employees appointed to the permanent staff shall be subject to a twelve (12) month period of probation.
8. "Shift" means the daily work period of an employee who works in relay with other employees on a fixed or rotational basis.
9. "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 to the Supervisor in charge forthwith and a salary therefore at the specified overtime rate shall be paid within the next pay period.
10. "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.
11. Masculine and Feminine Gender - The words "He", "His", or "Him" where used shall be construed as including or referring to a person of the feminine gender, where the facts or context so require.
12. "Weekly Day Off" means the first day an employee is free from work following the completion of his regular five-day work week (i.e. Saturday or such day granted in lieu thereof).
13. "Weekly Bay of Rest" means the second day an employee is free from work following the completion of his regular five-day work week (i.e. Sunday or such day granted in lieu thereof),
14. "Service" except as otherwise provided herein, means the time spent by an employee in the actual performance of his duties together with his absence from work due to: Annual Vacation, Holidays, Personal Sickness (to the extent he has established sick leave credits), Occupational Injury (covered by sick leave credit or Workers' Compensation Board payments) and authorized leave of absence.

ARTICLE 2 - SCOPE

This Agreement shall apply to all employees employed by the City of Regina in the various departments except as excluded pursuant to the current effective Order of the Saskatchewan Labour Relations Board.

ARTICLE 3 - RECOGNITION

The City recognizes and acknowledges the Association 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 Association and with representatives elected or appointed by the said Association with respect to all the terms and conditions of employment and rates of pay, hours of work, of all such employees.

ARTICLE 4 - ASSOCIATION SECURITY

It is hereby agreed that every employee who is now or who may hereafter become a member of the Association shall maintain his membership in the Association as a condition of his employment. Every new employee shall, upon commencement of his employment, apply for and maintain his membership in the Association as a condition of his employment.

It shall devolve upon the Association to notify the City of any employees who have failed to join the Association in accordance with the terms of this Agreement.

ARTICLE 5 - CHECK OFF

Upon receipt of written authorization by an employee, the City shall deduct out of the wages owing the employee, the association dues and the initiation fees of the employee and pay the same to the Treasurer of the Association on or before the fourteenth (14th) day following such deduction.

ARTICLE 6 - NOTICE BOARDS

The City agrees to install Notice Boards for the sole use of the Association, in suitable locations easily accessible to the employees for the purpose of posting notices of interest to the Association.

ARTICLE 7 - LEAVE OF ABSENCE

1. Any employee, desiring Leave of Absence Without Pay should provide reasonable notice in writing, to the Head of the Department and such Leave may be granted insofar as the regular operation of the department will permit and upon approval by the City Manager or his authorized representative. Such Leave of Absence shall not exceed what, in the opinion of the City Manager or his authorized representative, is a reasonable period of time.
2. In the case of any members of the Association being appointed a delegate to attend conventions in connection with the Association's affairs, he shall be granted leave of absence without pay to attend same, with the approval of the City Manager.
3. Employees who are on Leave of Absence Without Pay shall be entitled to sick leave, holiday and vacation credits as set out in Article 10, Clause 5; Article 14, Clause 5; Article 15, Clause 14; respectively of this agreement.

4. (a) Where a permanent employee suffers a death in his 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, 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 Department Head.
 - (b) "Special Leave of Absence" with pay shall be granted to permanent employees at the discretion of the City and with the approval of the Head of Department, for reasons such as pressing emergency, bereavement in excess of three (3) days of compassionate cause. Such Leave of Absence 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.

Should such employee, having no accumulated sick leave to his credit, be required to use such special leave of absence, he shall be paid for same and the time so utilized shall be deducted from any future sick leave accumulation as he becomes entitled to same. In these instances pressing emergency and compassionate cause shall not be deemed to include sickness and injury to the applicant.
5. MATERNITY, PATERNITY AND ADOPTION LEAVE
- (a) Subject to Sections b, c, and d hereof, every member shall be entitled to maternity, paternity or adoption leave in accordance with the provisions of the Labour Standards Act, 1969 of the Province of Saskatchewan and amendments thereto,
 - (b) (i) Every employee at the date upon which he or she proceeds on maternity, paternity 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, rates of wages or benefits accrued to the commencement of the maternity, paternity or adoption leave.
 - (d) Notwithstanding anything contained in this Agreement, any employee on maternity, paternity or adoption leave shall not accumulate nor be credited with sick leave or vacation credits during such leave.
6. 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 for reimbursement.

7. Employees who are on leave of absence without pay for medical reasons may be required to undergo a medical examination at the expense of the City before returning to work.

ARTICLE 8 - GRIEVANCES AND DISPUTES

1. 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 Association or an employee or employees on the other hand; which dispute, difference or disagreement pertains to the following:
 - (a) Any matter relating to the terms and conditions of employment or rates of pay, hours of work of any employee or employees;
 - (b) Any matter involving the interpretation of any provision of this Agreement;
 - (c) Any matter involving the alleged violation of any provision of this Agreement.
2. When an employee has a grievance, he shall, within seven (7) consecutive working days following the act or omission giving rise to such grievance, state his grievance in writing addressed to the Association and shall thereafter be heard by a Committee of the Association. The Association 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.
3. The Association shall, within seven (7) consecutive working days after receipt of the grievance, have the right to make a submission to the Head of Department concerned and the Director of Human Resources. In making application for a hearing the Association shall outline, in writing, the matter complained of. The hearing shall be held within seven (7) consecutive working days of the application being made, and the Association may have the employee or employees concerned present at the hearing. The Head of the Department shall, within seven (7) consecutive working days following the hearing, give his decision and reasons in writing to the Association.
4. The Association shall have the right to appeal the decision of the Department Head to the City Manager. In so doing, the Association shall file with the City Manager a written statement of the claim along with reasons for lodging the appeal. A copy of the decision and reasons of the Head of the Department shall be submitted with the statement of claim. The appeal shall be filed with the City Manager within five (5) consecutive working days following receipt of the decision of the Department Head.
5. The City Manager shall hear the appeal within seven (7) consecutive working days after it has been filed with him and shall give his decision within five (5) consecutive working days after the conclusion of the hearing.

6. Any grievance which is not settled by the procedures set forth may be referred to a Board of Arbitration by either party to this Agreement. Application for the establishment of a Board of Arbitration must be made by either party within thirty (30) calendar days of the day the decision of the City Manager is rendered.
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 five (5) days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two (2) Arbitrators shall then meet to select an impartial chairman.
8. If the recipient of the notice fails to appoint an Arbitrator or if the two (2) appointees fail to agree upon a Chairman within seven (7) days of appointment, the appointment shall be made by any judge of the Court of Queen's Bench, 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 ten (10) days from the time the chairman is appointed.
10. The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairman shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration have the power to change this agreement or to alter, modify or amend its provisions. However, the Board shall have the power to dispose of any discharge or discipline grievance by any arrangement which in its opinion it deems just and equitable.
11. Should the parties disagree as to the meaning of the decision either party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within three (3) days.
12. When either party applies for the establishment of a Board of Arbitration, each party shall pay the fees and expenses of their own nominee and shall each pay one-half of the cost of the fees and expenses of the Chairman.
13. The Board 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 and the said law.

15. Notwithstanding the provisions of Clauses six (6) through fourteen (14) hereof, the City and the Association 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.

ARTICLE 9 - 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 Association at least seven (7) working days prior to an appointment being made thereto, such notice to set forth therein the minimum rate of pay to apply.
2. Vacancies and new positions within the scope of this agreement shall be filled on the basis of merit, ability, experience and fitness, to perform the work satisfactorily. Where merit, ability and experience and fitness are comparable and sufficient, the applicant who is senior in accordance with Article 26, Clause 3, hereof will be selected.
3. In the case of a vacancy in a Senior Management position, due consideration and proper investigation shall first be made of all employees in the Civic Service. A notice of such vacancy shall be posted in all departments.
4. A qualified employee having accepted appointment to a position within or beyond the scope of this agreement shall be allowed six (6) months in which to prove himself capable of filling the position concerned. If such employee does not prove himself capable of filling the position concerned, he shall revert to his former position without prejudice and without loss of seniority in such former position. by mutual agreement between the Director of Human Resources and the Association the six (6) month probationary period may be extended or reduced.

ARTICLE 10 - SICK LEAVE

1. (a) All permanent employees shall accumulate sick leave credits from the day they last entered the service of the City. Such credits shall accumulate monthly at the rate of one (1) day's credit for each completed month of service and unexpended sick leave credits shall be cumulative up to but not exceeding one hundred and fifty-six (156) working days.
- (b) Effective January 1, 1974, all permanent employees shall accumulate sick leave credits at the rate of one and one-quarter (1 1/4) day's credit for each completed month of service and from that date an employee shall be entitled to accumulate up to two hundred (200) working days.

- (c) Where a permanent employee has accumulated one hundred and fifty-six (156) working days and/or two hundred (200) working days respectively, he may accumulate additional credits in respect of the current year of service and upon completion of a current year of service, any unused portion of the accumulated credits in respect of that year shall be forfeited.
2. Employees who have been properly appointed to permanent position in accordance with this Agreement shall, after they have been employed continuously in the permanent position for a period of thirty (30) days, be entitled to payment for absence from work due to sickness to the extent they have established sick leave credits under Article 10, Clause 1 hereof.
 3. For employee commencing service the following Sick Leave Credits shall apply:
 - (a) If the employee commences employment during a period from the first to the fifteenth of the month, he shall be credited with full credit for that month (i.e. one and one-quarter (1 1/4) days' Sick Leave).
 - (b) If the employee commences employment during a period, from the sixteenth day of the month to the end of the month, he shall not be given any sick leave credits for that month.
 4. For employees terminating their service the following Sick Leave Credits shall apply:
 - (a) If the employee terminates employment during a period from the first to the fifteenth of the month, he shall not be given any Sick Leave Credits for that month.
 - (b) If the employee terminates employment during a period from the sixteenth day of the month to the end of a month, he shall be credited with full credit for that month (i.e. one and one-quarter (1 1/4) days' Sick Leave).
 5. Employees who are on Leave of Absence without pay for any reason whatsoever, in any one calendar month, shall be subject to the following provisions:

<u>Period of Leave of Absence</u>
15 days or less - full credit (1 1/4 days)
16 days or more - no credit
 6. All permanent employees covered by this Agreement having at least ten (10) years' continuous service and at least thirty (30) days Sick Leave Credit upon severance of employment with the City, except by dismissal, shall be paid at his or her regular rate of pay in the amount of fifty (50) percent of all accumulated sick leave the employee may have to his or her credit or seventy-eight (78) days whichever is the lesser (i.e. twenty-nine days' credit - payment nil, thirty (30) days' credit - payment fifteen (15) days.)

However, in the event a permanent employee must sever employment with the City on compassionate and/or extenuating grounds, for reasons such as personal ill health of his wife or children or any others who may be dependent upon such employee, or a transfer of obligation on the part of the employer or death and who has at leave five (5) years of continuous service, shall be entitled to all the benefits provided in this clause.

7. Employees who are receiving benefits under the Workers' Compensation Act and/or regulations made thereunder, shall not be paid for absence from work due to sickness, excepting where Workers' Compensation Benefits which are classified as total temporary disability benefits are terminated and replaced with partial wage loss or supplemental wage loss benefits which benefits are to be credited to the City and credited to the employee's sick leave credits based on a conversion of benefits received to hours of sick leave credits.
 - a. Each employee claiming sick pay under the provisions of this agreement, shall be required to complete an employee absence report for absence not exceeding four (4) working days, declaring that his absence was a result of personal sickness. If an employee is absent from work through sickness for a period exceeding four (4) working days, he shall, in addition, produce a medical certificate, signed by a duly qualified medical practitioner, certifying the said employee was unable to perform his work due to personal sickness.
9. For the purpose of this Article, sickness shall include, non-occupational injury or injury not covered by the Workers' Compensation Act and/or regulations made thereunder, provided however, that absence from work due to illness or injury resulting from misconduct on the part of an employee shall not be paid for.
10. 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.
11. Every employee who absents himself from work on account of sickness shall, whenever possible, notify his department head or immediate supervisory within thirty (30) minutes of commencement of his regular work day and failure to do so, unless notification is shown to have been unavoidable and satisfactory proof of disability is furnished, may deprive such employee of such sick leave as normally would have accrued to him.
12. In the event an employee is laid off, his sick leave credits shall be retained to his credit for a period of six (6) consecutive months. At the expiration of the said six (6) months, the sick leave credits the employee has to his credit shall either be cancelled or, the fifty (50%) percent vested interest to which he is entitled under Clause 6 hereof, shall be paid out.

13. For the purpose of this Article, the following shall be applicable to an employee working the 5/5/4 work week:

One (1) day sick **leave credit** - 7.8 hours

One (1) day sick leave usage - 7.8 hours

ARTICLE 11 - SAFETY AND HEALTH

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

ARTICLE 12 - DEATH AND DISABILITY BENEFITS

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

"Salary" shall mean the basic rates 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 not **including** superior duty pay.

"**Dependent Child**" of an employee means an unmarried child who is less than eighteen (18) years of age or is eighteen or more years of age but 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 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 Association.

(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 widow 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 was employed at the time of his **death**.

- (b) In the event of the subsequent death of the widow, the benefit shall continue to be payable, effective the first day of the month following the death of the widow, at the rate of 20% of the gross applicable monthly salary for each **dependent** child with the maximum benefit payable under this provision not to **exceed 80%** of the gross applicable monthly salary.
 - (c) In the event of the death of a permanent employee leaving no widow, but a **dependent** child or children, the benefit shall **be** payable effective immediately at the rate of **20%** of the gross applicable monthly salary for each dependent child with the maximum benefit payable under this provision not to exceed **80%** of the gross applicable monthly salary.
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 lived, **95%** of the amount he would have been **required** to pay toward superannuation under the pension bylaw of the City.
 - (b) The amount of any pension, annuity or insurance settlement not personally contracted for by such deceased employee, his widow or dependent children otherwise than by virtue of the employment of such employee. Such deductible amounts shall include, but not be specifically limited to any benefits **paid** by the Workers' Compensation Board, the City of Regina, the Canada Pension Plan (Primary Benefits only), the Criminal Injuries Compensation **Board** or a claim or suit in tort made against any person in respect of the **death** of such employee. In the event the foregoing benefits take the form of a lump-sum settlement rather than a monthly allowance, such amounts shall be **spread** over a ten-year period to determine **the** monthly amount **deductible**. **With** the exception of proceeding with litigation, **it** shall be the responsibility of the employee's estate to apply *for* every benefit available before taking advantage of the provisions of this Clause. The City will provide to the employee's estate reasonable assistance to facilitate the recovery of all such benefits **referred** to in this section (2) (b) 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 widow, and/or **dependent** child or children.
 - (b) In the event of the death of an employee leaving no widow but a **dependent** child or children until they cease to be considered dependents under the **definition** hereinbefore set forth in this Article.

- (c) In no event beyond the **date** at which such deceased employee would have been entitled to full and compulsory pension retirement from the City had his death not occurred, at which **time** the pension shall be paid to the **widow** and dependent children as **provided** for in the Civic Pension Plan.
 4. In the event a **widow** abandons or deserts any dependent children the City shall have the **right to direct** that any payment forthcoming, by virtue of these provisions, shall **be** paid to the benefit of such children.
 5. Notwithstanding any of the foregoing the City shall not be **liable hereunder** with respect to the death of any employee which shall occur:
 - (a) As a result of an accident obviously not rebated to his duties and employment as an employee of the City, or
 - (b) As a result of an illness obviously not contracted by reason of his **duties and** employment as an employee of the City.
- (B) **Consideration** for disability benefits shall be given to applications received by the City after December **31, 1982**, as per the following:
1. In the event a permanent employee becomes disabled, upon application by the employee **or** spouse of the employee **or** department head, **the** employee shall be entitled to full salary for the first two (2) years of such **disability** and thereafter 90% of full salary subject to the provisions of Clause four (4) of this Section.
 2. In calculating the amount to be paid by the City in any month, the following items may be **deducted** from the salary from time to time in effect:
 - (a) Any taxes or other deductions required by law, and for the first two (2) years of his disability 100% and thereafter 90% of the amount he 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 wife or dependent children otherwise than by virtue of the employment of such employee. Such deductible amounts shall include, but not be specifically **limited** to, any benefits paid by the Workers' Compensation Board, the City of Regina, the **Canada Pension Plan (Primary Benefits only)**, the **Criminal Injuries Compensation Board** or a claim or suit in tort made against any person in respect of the disablement of such employee. In the event the foregoing benefits take the form of a lump-sum **settlement** rather than a monthly allowance, such amounts shall be spread over a ten (10) year period to **determine** the monthly amount deductible. With the exception

of proceeding with litigation, it shall be the responsibility of the employee to apply for every benefit available before taking advantage of the provisions of this clause. The City will provide to the employee, reasonable assistance to facilitate the recovery of all such benefits referred to in this section (2) (b) except in respect to any suit in tort.

- (c) Fifty (50) percent of the gross amount of any remuneration an employee receives should he become gainfully employed outside the City service, provided the said 50% is less than the benefit payable under the provisions of this clause.
3. The City shall not be liable to pay disability benefits if:
- (a) The employee secures gainful employment outside of the City service 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 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 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 pension in accordance with the provisions of the Civic Pension Plan.
 - (e) In the event, and on the date an Income Continuance Plan is implemented provided the benefits of such Plan are at least equal to the provisions of this Clause. However, should such Income Continuance Plan subsequently be terminated, the provisions of this Article shall forthwith be restored.
 - (f) On death of the employee, in which event, the provisions of Section (A) will apply.
4. (a) Not more frequently than once every twelve (12) months following the commencement of an employee's disability the City may request that the disability be certified.
- (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 civic service, the employee shall receive full salary of his 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 to perform the duties of such position, the employee shall continue to receive the benefits to which he is entitled by reason of his disability.

(c) (i) Whereupon a disabled employee is offered a permanent position within the civic service, which he is certified as being able to perform, and the employee accepts such offer, he shall be paid at least the current rate of his 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 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 service of 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 death or until he reaches the compulsory retirement age, whichever be the sooner. Upon reaching retirement age he shall be paid his pension. An employee receiving benefits under this Article will not accrue sick leave and vacation credits unless rehabilitated and employed in alternate employment as hereinbefore provided.

(C) Medical Tribunal

1. (a) Whenever there is any difference of medical opinion with respect to any question related to the death or disability of a permanent employee, such difference shall be referred to a Medical Tribunal.
(b) The request to establish a Medical Tribunal must be submitted by the City or the Association not later than sixty (60) days following notice of the difference of medical opinion.
(c) The Medical Tribunal shall consist of a Doctor nominated by the Association, 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

- (a) When a probationary or permanent employee is injured in the course of his employment with the City and it is deemed Workers' Compensation benefits are payable under the Workers' Compensation Act, the City shall pay to such employee an amount per day based on his 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 deduction for income tax, Canada Pension Plan, Civic Pension Plan, Unemployment Insurance and association dues would have been made.

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 policy shall be reimbursed by the employee.

- (b) The Workers' Compensation Board benefits, as referred to in clause (a), shall not be considered as including "pension payments" or "cash settlement payments" or "an award for permanent physical impairment" or Workers' Compensation Board long term earnings loss."
- (c) The City's obligation under this policy 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.
- (d) 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 - HOLIDAYS

1. Except as otherwise provided herein, the following shall be observed as holidays without deduction of pay therefore and no employee shall be required to take time off in lieu of pay therefore:

- New Year's Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Saskatchewan Day (provided, however, that should the City of Regina proclaim or declare the Monday of Exhibition Week a Civic Holiday pursuant to the provisions of the Urban Municipality 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 Urban Municipality Act, or when so proclaimed by Dominion or Provincial Authority.

2. Observance of Holidays

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

3. Work on Holidays

- (a) When an employee is required to work on a holiday he shall be paid, in addition to his regular work wages or salary for that day, two (2) times his regular rate of pay for each hour or part of an hour he 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 on approved Leave of Absence (without pay)
- (b) While in receipt of Workers' Compensation Benefits not supplemented by the City
- (c) While on lay-off
- (a) While under warranted suspension from work.

6. Holidays Falling on Sunday

When a holiday falls on a Sunday, the following day shall be deemed to be a holiday in lieu thereof.

ARTICLE 15 - ANNUAL VACATION

1. Vacation credits shall be **determined** as follows:
 - (a) If an employee commences employment during a period from the first (1st) to the fifteenth (15th) of the month, he shall be **credited** with full **credit** for that month.
 - (b) If an employee commences employment from the sixteenth (16th) to the end of the month, he shall not be given any credit for that month.
 - (c) If an employee terminates employment **during** a period from the first (1st) to the fifteenth (15th) of the month, he shall be given any **credit** for that month.
 - (d) If an employee terminates employment from the sixteenth (16th) to the **end** of the month, he shall be credited with **full** credit for that month.
2. Employees shall be entitled, in respect of the period from the **date** of employment to the following 30th of June, to vacation leave with pay on the basis of one-quarter (1/4) **weeks'** vacation leave for every month of service and same must be used by the 30th day of June of the following year,
3. Subsequent to the 30th day of June, first occurring **during** an employee's **period** of service, he **shall** be entitled to three (3) **weeks'** vacation with pay for each full year of service. A "year of service" to be **reckoned** as the period from July 1st of one (1) calendar year to June 30th of the following calendar year.
4. Employees who have been continuously in the employ of the City for a **period** of eight (8) years or more shall receive four (4) weeks vacation with pay and four (4) weeks vacation with pay for each consecutive year of service thereafter.

It is agreed that employees who accumulate the required years of service at any time **during** the year, shall be **credited** with one extra week of annual vacation on that date and for each subsequent year thereafter be **entitled** to four (4) weeks annual vacation leave.
5. Employees who have been continuously in the employ of the City for a **period** of sixteen (16) years or more shall receive five (5) weeks vacation with pay and five (5) weeks vacation with pay for each consecutive year of service thereafter.

It is agreed that employees who accumulate the **required** years of service at any time **during** the year, shall be credited with one (1) extra week of annual vacation on that date and for each subsequent year thereafter be entitled to five (5) weeks annual vacation leave.

6. Employees who have been continuously in the employ of the City for a period of twenty-four (24) years or more shall receive six (6) weeks vacation with pay and six (6) weeks vacation with pay for each consecutive year of service thereafter.

It is agreed that employees who accumulate the required years of service at any time during the year, shall be credited with one (1) extra week of annual vacation on that date and for each subsequent year thereafter be entitled to six (6) weeks annual vacation leave.

7. Employees who leave the City's service and have not received their accrued annual vacation, shall be allowed pay in lieu of earned vacation as calculated above.
8. In the event an employee is desirous of using current credits for any reasons whatsoever, permission may be granted by the Head of Department, provided the employee has worked a sufficient period of time in the holiday year of July 1st to June 30th to have earned the number of days he wishes to use.
9. 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 Department Head.
10. 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 Department Head.
11. (a) Employees, after they have completed five (5) years of continuous service and with approval of their department head, may accumulate and take up to but not exceeding six (6) weeks vacation in any one year. Employees, having earned the right to four (4), five (5), and six (6) weeks of annual vacation, under the preceding clauses 4, 5, and 6, may accumulate and take up to but not exceeding eight (8), ten (10), and twelve (12) weeks' vacation leave respectively in any one year.

(b) Notwithstanding clause (a) hereof, employees, after they have completed one (1) year of continuous service and with approval of their department head, may accumulate and take up to one (1) week of annual vacation entitlement in any given year in addition to their regular vacation entitlement.
12. All pay for the period of earned vacation, if requested by the employee at least ten (10) calendar days in advance of the commencement of the vacation period, shall be payable prior to taking such leave.

13. Upon retiring from the service of the City, the employees shall be entitled to **holiday** pay not in excess of the unused current and accumulated holiday **credits** as set forth in Clause 11 hereof.
14. Employees who are on leave of absence without pay, for any reason whatsoever, in any one (1) **calendar** month, shall be subject to the following provisions:

Period of Leave of Absence

15 days or less - Full Credit
16 days or more - No Credit

15. For the purpose of this Article, the following shall be **applicable** to an employee working the 5/5/4 work week:

One (1) day vacation **credit** — 7.8 hours

One (1) day vacation usage — 7.8 hours

ARTICLE 16 - PAYMENT OF WAGES

- (a) Employees **engaged** on a monthly basis shall be **paid bi-weekly** every **second Tuesday**. Employees engaged on an hourly or daily basis and casual employees shall be **paid bi-weekly** every second Wednesday.
- (b) Notwithstanding Clause (a) hereof, if a designated day off falls on a regular scheduled pay **day**, the previous work **day** will be the pay **day**. This provision will not be applicable to an employee who is required to provide essential and sensitive service to the **general** public on a designated day off.

ARTICLE 17 - OVERTIME

1. (a) Employees who are **required** to work in excess of seven (7) hours and twenty (20) minutes in one day or thirty-six (36) hours and forty (40) minutes in one week, shall be paid at the rate of **double** time for all hours so worked.
(b) Notwithstanding Clause (a) hereof, employees working the 5/5/4 work week, who are **required** to work in excess of seven (7) hours and fifty (50) minutes in one **day** or thirty-nine (39) hours and ten (10) minutes in one week, shall be **paid** at the rate of **double** time for all hours so 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 overtime shall be **paid** on the basis of the salary **paid** to the employee at the time he is working such overtime.

4. 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 at a minimum of four (4) hours at their regular rate of pay for each call out provided for in this Clause.
5. Notwithstanding the provisions of this Article an employee, at the discretion of the department head, may take time off calculated at the appropriate overtime rates, in lieu of overtime pay.

ARTICLE 18 - 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 service with the City.
3. All new employees who are appointed to permanent positions shall upon entering the City service, as a condition of their employment, make application for Group Life Insurance.

ARTICLE 19 - SCHEDULES TO GOVERN

1. The various schedules hereunto annexed shall form an integral part of this agreement.
2. Whenever there is any conflict between any schedule hereto and the terms of the within Agreement, the provisions of the schedule shall Govern.
3. Where new permanent positions which come within the jurisdiction of this Association are hereafter created by the City, they shall be included in the appropriate schedule hereto.

ARTICLE 20 - COMMITTEES TO BE HEARD

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

ARTICLE 21 - EMPLOYEES' RESPONSIBILITIES

The Association agrees that each employee shall and will faithfully and honestly and to the best of his skill and ability, serve the City and lend his best efforts and endeavours for the good of the City of Regina.

ARTICLE 22 - RESOLUTIONS OF COUNCIL

All Resolutions of the City Council which affect employees covered by this Agreement, shall be forwarded to the Secretary of the Association.

ARTICLE 23 - HOURS OF WORK

1. (a) The normal hours of work for all employees covered by this agreement shall be 7 hours and 20 minutes per day and 36 hours and 40 minutes per week. The above mentioned hours will normally be worked between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday.
- (b) Notwithstanding Clause (a) hereof, employees under the 5/5/4 work week shall work two (2) weeks of thirty-nine (39) hours and ten (10) minutes and one (1) week of thirty-one (31) hours and twenty (20) minutes in a three (3) week period from 8:00 A.M. TO 4:45 P.M., with fifty-five (55) minutes for the luncheon period, Monday through Friday, under the following provisions:
 - (i) Employees would receive a designated day off in a three week period.
 - (ii) The designated day off would be scheduled adjacent to the employee's day off and day of rest and predetermined on a yearly basis, wherever possible.
 - (iii) The designated day off will not be scheduled adjacent to a statutory holiday (no four day weekends)
 - (iv) There shall be no banking of designated days off except under special circumstances and with the approval of the Department Head.
2. (a) When a holiday occurs in any week the normal hours of work in that week shall be reduced from thirty-six and two thirds (36 $\frac{2}{3}$) to twenty-nine and one-third (29 $\frac{1}{3}$) where appropriate.
- (b) Notwithstanding Clause (a) 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 thirty-nine (39) hours and ten (10) minutes to thirty-one (31) hours and twenty (20) minutes.
3. Daily Hours of work can be flexible when mutually agreed between the employee and Department Head.

ARTICLE 24 - CLASSIFICATION AND RATES OF PAY

Employees who are within the scope of this agreement, shall be classified into an appropriate number of pay classes, and shall, provided their work performance is satisfactory, receive annual increments in pay as provided for in their respective pay classes.

ARTICLE - 25 - CONSTITUTION AND BYLAWS

The Association will provide the City with a copy of its Constitution and Bylaws and a list of its Officers and will advise the City of any changes thereto,

ARTICLE 26 - SPECIAL CONDITIONS

1. Suspension and Dismissal

Where in the opinion of any person with authority to dismiss an employee, the conduct of an employee is such as to warrant dismissal, the employee shall not be dismissed but shall be suspended pending such dismissal and the suspension shall be confirmed in writing. Immediately following such suspension, the Head of Department concerned shall notify the Association, the City Manager and the Director of Human Resources outlining, in writing, the reasons for the suspension and pending dismissal. The Association shall, upon receipt of such notice have the right to appeal to the City Manager against the suspension and pending dismissal in accordance with the procedure set forth in Article 8 of this agreement.

2. Termination of Employment

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

3. Seniority

1. There shall be no seniority acquired by employees during the first continuous year of employment but after having completed 12 months of continuous employment and successfully completed his probationary period, the seniority of the employee shall date from the time he last entered the service of the City or Board of Police Commissioners, whether or not such entrance falls under the jurisdiction of this Association or another Union or Association having a contract with the City or Board of Police Commissioners of the City of Regina.
2. Seniority lists shall be kept by the Director of Human Resources and furnished to the Association upon request.
3. Having acquired seniority in accordance with the provisions of Clause (1) hereof, the employee's seniority shall not cease because of:

- (i) Sickness
- (ii) Accident
- (iii) Vacation
- (iv) Approved Leave of Absence (except for Army service not covered by the re-instatement in Civil Employment Act, 1946)
- (v) Lay-off of less than six (6) months

4. The employees seniority shall cease, however, if the employee:

- (i) Voluntarily leaves the service of the City
- (ii) Is discharged and such discharge is not reversed through the grievance procedure provided in Article 8 hereof.
- (iii) After lay-off, fails to report for work within three (3) days after notification to his address on record with the department, unless he furnishes reasons for such failure, satisfactory to the City Manager.
- (iv) Is absent without proper leave,
- (v) Is not employed by the City for a period in excess of six (6) months
- (vi) Overstays a vacation period or approved leave of absence without reasonable cause

4. Employees Performing Superior Duties

When an employee is required to replace another employee temporarily in any one higher paid position, for any period of four or more consecutive working days, he shall be paid an additional amount equal to 10% of his normal rate of pay *but* in no event should such employee receive more than the maximum rate of pay for the position. The initial four consecutive working days of temporary performance of superior duties in any one position, shall not be subject to additional payment.

5. General Increases

In addition to any salary increases which may be forthcoming by virtue of Section 4, of Schedule "A" which forms a part of this agreement, general increases in salaries shall be forthcoming to all persons covered by this agreement as Council determines.

6. Reduction In Staff

When a reduction in staff becomes necessary in a department, the employee last engaged, where practicable, 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 insure efficient operation, may be retained irrespective of their length of service.

7. Time Off For Voting

- (a) Every employee, who is qualified to vote shall, while the polls are open on polling day, have in the case of a Federal Election, four (4) consecutive hours for the purpose of casting his ballot. In the case of Provincial or Municipal Elections, he shall be allowed three (3) consecutive hours for the purpose of casting his ballot.
- (b) If the hours of his employment do not allow for four/three (4/3) hours specified in paragraph (a), he shall be allowed such additional time for voting as may be necessary to provide the four/three (4/3) 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 by reason of his absence from work during the time required for voting.

8. Attendance at Meetings

Except for activities of recognized committees, meeting with management on matters relating to employee grievances and other problems arising out of the agreement, it is understood Association activity will not be carried on during working hours.

Whenever it becomes necessary for committees to meet at such meetings during working hours, the Department head shall be informed of such meeting, the members shall make known their destination and report to their respective supervisors upon their return from any meeting.

9. Automation

In the event, mechanical or electronic equipment is installed, the City shall provide reasonable training arrangements for employees affected by such installations in order that such employees may have an opportunity to become qualified for available jobs.

10. Pension Plan

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



ARTICLE 27 - EFFECTIVE DATE

1. ~~THIS AGREEMENT SHALL BE EFFECTIVE FROM DECEMBER 25, 1985 AND SHALL REMAIN IN FORCE AND EFFECT UNTIL JANUARY 5, 1988, AND FROM YEAR TO YEAR THEREAFTER, UNLESS WRITTEN NOTICE OF A REQUEST TO TERMINATE OR 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. The parties hereto agree to supply one to the other, at the time they make application under the terms of Clause (1) hereof, with complete proposals as to all changes they are requesting to be implemented in the Agreement.
3. THIS AGREEMENT PROVIDES FOR **ITS** CONTINUATION DURING ANY NEGOTIATION PERIOD, AND ALL TERMS AND CONDITIONS SHALL APPLY, UNLESS OTHERWISE STATED, RETROACTIVE TO DECEMBER 25, 1985. IT BEING UNDERSTOOD, AND AGREED, HOWEVER, ANY EMPLOYEE WHO HAVING TERMINATED HIS EMPLOYMENT WITH THE CITY PRIOR TO THE SIGNING OF THE AGREEMENT, EXCEPT FOR REASONS OF SUPERANNUATION AND DEATH, FAILS TO APPLY WITHIN ONE (1) MONTH FROM THE DATE OF SIGNING THIS AGREEMENT, FOR ANY OF THE BENEFITS HEREIN CONTAINED, SHALL FORFEIT ANY CLAIM TO SUCH BENEFITS.

SCHEDULE "A"

1. IN-HIRING RATES- OF PAY

The in-hiring rates of pay shall be the minimum rate provided for each classification in the pay schedule provided, however, the Director of Human Resources if necessary may change the in-hiring rate on the original employment to any rate above the minimum but not exceeding the maximum.

2. ALLOCATION OF POSITIONS

(a) Allocation of positions to the various pay grades shall be made by the Human Resources Department through the medium of a recognized job evaluation or position classification system.

(b) Existing Positions

When the Association considers that a position, within the scope of this Agreement, has been improperly classified, the Association may apply to the Director of Human Resources for a mutual review of the disputed classification. Failing to secure satisfaction from such mutual review, the Association and/or the Director of Human Resources may then apply to the City Manager for a decision. In the event the decision of the City Manager is not satisfactory to the Association or the Director of Human Resources either party may then apply to have the dispute referred to a Joint Council pursuant to Section 3 of this Schedule. It being understood and agreed, the decision of the Joint Council shall be binding and shall be retroactive to the date the application was first lodged with the Director of Human Resources.

(c) New Positions

When a new position of a permanent nature is created, the Association and the Director of Human Resources shall, if possible, agree upon an appropriate classification and rate of pay therefore. In the event mutual agreement cannot be achieved, the Director of Human Resources shall establish a rate of pay and same shall be maintained pending negotiations with the Association. The rate of pay finally agreed upon between the two (2) parties shall be retroactive in respect of any employee hired at a lower rate.

3. JOINT COUNCIL

(a) At the request of the Association or the Human Resources Department, mutual arrangements shall be made to establish a Joint Council for the purpose of settling disputes pertaining to the classification, reclassification and allocation to the appropriate Pay Grade of positions covered by this agreement.

- (b) The Joint Council herein referred to shall consist of one member appointed by the Association, one member appointed by the City and a Chairman acceptable to both parties. It being understood and agreed, the recommendation of the Joint Council shall be final and binding on both parties to this Agreement.
- (c) The expenses of each party's nominee shall be borne by them and the expenses of the Chairman shall be shared equally.

4. PERFORMANCE RATING

- (a) Increases within the various pay grades shall be in accordance with a recognized method of employee performance rating.
- (b) It is understood and agreed, however, that where an employee's performance rating for a particular period under consideration, is unfavourable, he be notified in writing three (3) months prior to entitlement to same and the employee shall have the right to review his performance with his Department Head or Supervisor and the Director of Human Resources.
- (c) It is understood and agreed that an employee who fails to receive a favourable performance rating shall be rated again after three (3) months to see if entitlement has been attained.
- (a) Employees who consider they have been improperly rated shall have the right to appeal a review of their rating in accordance with the grievance procedure set forth in Article 8, of this Agreement.

5. TRAINING FOR PROMOTION

The City and the Association recognize the desirability for training for promotion, if in the opinion of the Department Head, it is necessary. It being further understood such training be made available to the employees of the Department on the basis of merit, ability, experience and, if necessary, seniority within the City service,

6. JURY DUTY

In the event that an employee is required to service as a Juror or to appear in Court as a Witness, he shall suffer no loss of pay, providing his Juror's Fee or his Witness Fee is paid over to the Treasurer of the City of Regina.

7. ARBITRATION

- (a) In connection with any matters pertaining to the negotiation, of wages and working conditions covered in this agreement the City and the Association agree that the bargaining representatives chosen by the Association shall meet with the Director of Human Resources for the purpose of negotiating wages and working conditions.

- (b) If negotiations in regard to the matters outlined in sub-paragraph (a) above shall fail, any dispute between the City and the Association regarding wages and working conditions as therein set forth shall be settled by reference to an Arbitration Board of three (3), one to be chosen by the City and one by the Association and the third (who shall be Chairman) by the two so chosen.
- (c) The selection of an Arbitrator by each party to the Arbitration shall be made within 20 days after the request for Arbitration has been made, and the other party to the Arbitration shall be notified of such selection forthwith.
- (d) If either party fails to appoint its Arbitrator as herein provided, then the other party may request a Judge of the Court of Queen's Bench to select such Arbitrator.
- (e) If the two Arbitrators appointed as herein provided shall fail within fourteen (14) days from the date of their last meeting, to agree upon the third Arbitrator the said two Arbitrators shall then forthwith request a judge of the Court of Queen's Bench to select such Arbitrator.
- (f) Any question referred to such Arbitrators shall be decided by majority affirmative vote of the said Arbitrators and any such decision or award made pursuant thereto shall be final and binding on all parties to the Arbitration. The cost of any Arbitration award shall be in the discretion of the Arbitrators who may direct to and by whom and in what manner such costs or any part thereof are to be paid and may tax or settle the amount thereof,

CURRENT SCHEDULE

CIVIC MIDDLE MANAGEMENT

EFFECTIVE DECEMBER 25th, 1985

<u>Salary Grade</u>	<u>POSITION</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>St</u>
1	Computes Op. Analyst I Programmer Analyst I	1,024 26,726	1,089 28,423	1,152 30,067	1,217 31,764	35
2	Engineer I Operations Analyst (Parks) Research Technician (Fire) Special Needs Supervisor* Assistant Transportation Superintendent	1,093 28,527	1,161 30,302	1,230 32,103	1,298 33,878	31
3	Central Scheduling Supervisor* Claims Investigator Computer Op. Analyst II Core ana Native Services Supervisor* Cultural Arts Supervisor* Customer Services Coordinator Programmer Analyst II Records Management Analyst Sports Supervisor* Zone Supervisor*	1,166 30,433	1,240 32,364	1,313 34,269	1,386 36,175	38
4	Administrative Services Coordinator (Taxation) Ancillary Benefits Coordinator Building Superintendent Communications Coordinator (Transit) Deputy City Clerk Engineer II (Rail Relocation) Pension Benefits Coordinator Programmer Analyst III Public Affairs Officer Budget Officer Nutritionist Training Officer (Public Works) Transit Planner	1,240 32,364	1,318 34,400	1,396 36,436	1,473 38,445	40

* 40 hour position

CIVIC MIDDLE MANAGEMENT

EFFECTIVE DECEMBER 25th, 1985

<u>Salary Grade</u>	<u>POSITION</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
5	Accounting Coord. (Parks)	1,349	1,433	1,518	1,602	1,686
	Auditor II	35,209	37,401	39,620	41,812	44,005
	Chief Public Health Inspector					
	Chief Traffic Supervisor					
	Computer Operations Coordinator					
	Construction Superintendent (Facilities)*					
	Economic Development Officer					
	Facilities Operation Superintendent*					
	Forestry Superintendent*					
	Horticulture Superintendent*					
	Landscape Construction Superintendent*					
	Licensing and Customer Service Coordinator					
	Payroll Coordinator					
	Planner IV					
	Programming Supervisor (Public Works)					
	Property Development Officer					
	Research and Planning Supervisor (Parks)					
	Revenue and Services Coordinator (Parks)					
	Risk Management Coordinator					
	Safety, Accident Prevention and Training Officer (Parks, Public Works & Transit)					
Trades Superintendent (Facilities)						
6	Accounting Coord. (Treas.)	1,478	1,570	1,663	1,755	1,847
	Senior Budget Officer	38,576	40,977	43,404	45,806	48,207
	Decentralized Recreation Services Superintendent					
	Energy Management and Mechanical Engineering Coordinator					
	Equipment and Maintenance Superintendent (Transit)					
	Management Services Officer					
	Material and Equipment Management Supervisor (Parks)*					
	Parks Maintenance Superintendent* (Senior) Engineer					
	Systems Analyst					
	Technical Supervisor (Buildings)					
	Technical Support Analyst (Systems)					
	Transportation Superintendent (Transit)					

* 40 hour position

CIVIC MIDDLE MANAGEMENT

Effective December 25, 1985

<u>Salary Grade</u>	<u>Position</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
7	Senior Audit Supervisor	1,568	1,667	1,765	1,862	1,960
	Centralized Recreation Services Superintendent	40,925	43,509	46,067	48,598	51,100
	Debt and Investment Coordinator					
	Planning & Design Coord. (Parks)					
	Director of Health Nurses					
8	Application Services Coord. (Systems)	1,679	1,784	1,888	1,994	2,100
	Building Coordinator	43,822	46,562	49,277	52,043	54,833
	Engineering Manager					
	Planning Manager					
	Technical Services Coordinator (Systems)					
	User Support Services Coordinator (Systems)					

CURRENT SCHEDULE

CIVIC MIDDLE MANAGEMENT

EFFECTIVE DECEMBER 24th, 1986

Salary Grade	POSITION	Step 1	Step 2	Step 3	Step 4	Step 5
1	Computer Op. Analyst I Programmer Analyst ■	1,055 27,536	1,122 29,284	1,187 30,981	1,254 32,729	1,318 34,400
2	Engineer ■ Operations Analyst (Parks) Research Technician (Fire) Special Needs Supervisor" Assistant Transportation Superintendaent	1,126 29,389	1,196 31,216	1,267 33,069	1,337 34,896	1,407 36,723
3	Central Scheduling Supervisor* Claims Investigator Computer Op. Analyst II Core and Native Services Supervisor* Cultural Arts Supervisor* Customer Services Coordinator Programmer Analyst II Records Management Analyst Sports Supervisor* Zone Supervisor*	1,201 31,346	1,277 33,330	1,352 35,287	1,428 37,271	1,503 39,228
4	Administrative Services Coordinator (Taxation) Ancillary Benefits Coordinator Building Superintendent Communications Coordinator (Transit) Deputy City Clerk Engineer II (Rail Relocation) Pension Benefits Coordinator Programmer Analyst III Public Affairs Officer Budget Officer Nutritionist Training Officer (Public Works) Transit Planner	1,277 33,330	1,358 35,444	1,438 37,532	1,517 39,594	1,598 41,708

* 40 hour position

CIVIC MIDDLE MANAGEMENT
EFFECTIVE DECEMBER 24th, 1986

<u>Salary</u> <u>Grade</u>	<u>POSITION</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>S</u>
5	Accounting Coord. (Parks)	1,389	1,476	1,564	1,650	
	Auditor II	36,253	38,524	40,820	43,065	4'
	Chief Public Health Inspector					
	Chief Traffic Supervisor					
	Computer Operations Coordinator					
	Construction Superintendent (Facilities)*					
	Economic Development Officer					
	Facilities Operation Superintendent*					
	Forestry Superintendent*					
	Horticulture Superintendents					
	Landscape construction Superintendent+					
	Licensing and Customer Service Coordinator					
	Payroll Coordinator					
	Planner IV					
	Programming Supervisor (Public Works)					
	Property Development Officer					
	Research and Planning Supervisor (Parks)					
	Revenue and Services Coordinator (Parks)					
	Risk Management Coordinator					
	Safety, Accident Prevention and Training Officer (Parks, Public Works & Transit)					
Trades Superintendent (Facilities)						
6	Accounting Coord. (Treas.)	1,522	1,617	1,713	1,808	
	Senior Budget Officer	39,724	42,204	44,709	47,189	4:
	Decentralized Recreation Services Superintendent					
	Energy Management and Mechanical Engineering Coordinator					
	Equipment and Maintenance Superintendent (Transit)					
	Management Services Officer					
	Material and Equipment Management Supervisor (Parks)*					
	Parks Maintenance Superintendent* (Senior) Engineer					
	Systems Analyst					
	Technical Supervisor (Buildings)					
	Technical Support Analyst (Systems)					
	Transportation Superintendent (Transit)					

* 40 hour position

CIVIC MIDDLE MANAGEMENT

Effective December 24th, 1986

<u>Salary Grade</u>	<u>Position</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
7	Senior Audit Supervisor	1,615	1,717	1,818	1,918	2,020
	Centralized Recreation Services Superintendent	42,152	44,814	47,450	50,060	52,722
	Debt and Investment Coordinator					
	Planning & Design COORD. (Parks)					
	Director of Public Health Nurses					
8	Application Services	1,729	1,838	1,945	2,054	2,161
	Coord.(Systems)	45,127	47,972	50,765	53,609	56,402
	Building Coordinator					
	Engineering Manager					
	Planning Manager					
	Technical Services Coordinator (Systems)					
	User Support Services Coordinator (Systems)					

Schedule B
(40 hours)

CIVIC MIDDLE MANAGEMENT

CLASSIFICATION AND PAY RATES

EFFECTIVE DECEMBER 25th. 1985

<u>Salary</u> <u>Grade</u>	<u>Classification</u>	<u>Bi-Weekly and Annual Pay Rates</u>				<u>St</u>
		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	
A	Major Projects Supervisor	2,052	1,117	1,183	1,248	1
	Greenhouse Supervisor	27,457	29,154	30,876	32,573	34
	Lawson Centre Supervisor					
b	Landscape Designer	1,113	1,183	1,253	1,322	1
		29,049	30,876	32,703	34,504	36
C	Vacant	1,176	1,249	1,323	1,396	1
		30,694	32,599	34,530	36,436	38
D	Cemeteries Supervisor	1,239	1,316	2,394	1,471	1
		32,338	34,348	36,383	38,393	40
E	Mechanical Maint. Supvr.	1,301	1,382	1,463	2,545	1
		33,956	36,070	38,184	40,325	42
F	Vacant	1,363	1,448	1,533	1,618	1
		35,574	37,793	40,011	42,230	44

Schedule B
(40 hours)

CIVIC MIDDLE MANAGEMENT
CLASSIFICATION AND PAY RATES
EFFECTIVE DECEMBER 24th, 1986

Salary Grade	Classification	Bi-Weekly and Annual Pay Rates				
		Step 1	Step 2	Step 3	Step 4	Step 5
A	Major Projects Supervisor	1,084	1,151	1,218	1,285	1,353
	Greenhouse Supervisor	28,292	30,041	31,790	33,539	35,313
	Lawson Centre Supervisor					
B	Landscape Designer	1,146 29,911	1,218 31,790	1,291 33,695	1,362 35,548	1,434 37,427
C	Vacant	1,211	1,286	1,363	1,438	1,514
		31,607	33,565	35,574	37,532	39,515
D	Cemeteries Supervisor	1,276	1,355	1,436	1,515	1,595
		33,304	35,366	37,480	39,542	41,630
E	Mechanical Maint. Supvr.	1,340	1,423	1,507	1,591	1,675
		34,974	37,140	39,333	41,525	43,718
F	Vacant	1,404	1,491	1,579	1,667	1,755
		36,644	38,915	41,212	43,509	45,806

SHIFT DIFFERENTIAL

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

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

- (2) Shift work shall ordinarily cover twenty-four (24) hours per day the following basis:

Day Shift	-	8:00 a.m.	-	4:00 p.m.
Evening Shift	-	4:00 p.m.	-	12:00 midnight
Night Shift	-	12:00 midnight	-	8:00 a.m.

- (3) In addition to the regular wage and salary rates provided in this Schedule, a shift differential in the amount of fifty (50) cents per hour shall be paid to employees who are required to work any portion of either the evening shift (4:00 p.m. to 12:00 midnight) or the night shift (12:00 midnight to 8:00 a.m.).
- (4) When a shift employee, temporary or permanent is required to work on a holiday, he shall be paid the shift differential in addition to premium pay for working on the holiday.
- (5) Shift differential shall not be paid when a shift employee is being paid overtime, for working hours which are in excess of his normal working hours.
- (6) Shift differentials shall not form part of the basic wage rates.
- (7) Employees whose regular hours of work commence between 7:00 a.m. and 8:00 a.m. and end between 4:00 p.m. and 5:00 p.m. shall not be entitled to shift differential,

NOTE: The above provisions will only be applicable to employees covered by Salary Grade A and B of Schedule "B".