# **Collective Agreement**

# **Between**

# The Regina Civic Members' Union CUPE Local 21 A Chartered Local of the Canadian Union of Public Employees

and

The City of Regina





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THIS AGREEMENT made in duplicate this 15th day of May, 2023 C.E.

BETWEEN:

THE CITY OF REGINA, Hereinafter called "The City"

OF THE FIRST PART

AND

REGINA CIVIC MEMBERS UNION, CUPE LOCAL 21, of the Canadian Union of Public Employees, Hereinafter called "The Union".

OF THE OTHER PART

# PREAMBLE:

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.

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:

- 1.1. "Branch" shall mean an operational unit that consists of a team of employees who perform specific functions and is typically headed up by a Manager.
- 1.2. "Casual Employee" shall mean an employee who has not been appointed to a permanent position. Casual employees will have a probationary period of eighteen (18) months. It is understood that this probationary period shall not be extended.
- 1.3. "City" means the Corporation of the City of Regina.
- 1.4. "City Manager" means the appointed City Manager or their authorized designate.
- 1.5. "Council" means the Council of the City of Regina.

- 1.6. "Department" shall mean a group of Branches that perform inter-related functions and common activities that are directed at end users and is typically headed up by a Director.
- 1.7. "Director of the Department" shall mean the person who is the head of a department or designate.
- 1.8. "Division" shall mean a group of Departments that perform a series of inter-related functions and is typically headed up by an Executive Director.
- 1.9. "Director of Human Resources" means the Director of Human Resources or designate.
- 1.10. "Home Position" shall mean the last position occupied by the employee where they passed their probation period. It is understood that if a permanent employee's home position is a casual position, they shall have the right to revert; however, they will not regain their seniority until December 31 of the reversion year.
- 1.11. "Hours of Work" shall be governed by the laws of the Province of Saskatchewan and Regulations thereunder except whereby agreement such hours of work respecting certain classes of employees may be less than are prescribed by the said Statutes or Regulations.
- 1.12. "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.
- 1.13. "Permanent Employee" shall mean an employee appointed to a permanent position by the director of the department. All employees appointed to the permanent staff shall be subject to a 12-month probationary period.

#### 1.14. Service:

- 1.14.1. "Service" for the purposes of earning annual increments under Article 18.2.2. and vacation entitlement (i.e. four (4), five (5), six (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 the Sponsorship Agreement and Bylaw 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 4.1.1.1., 4.1.1.2., and 4.2.2.1., 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.
- 1.14.2. "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 4.1.1.1., 4.1.1.2., and 4.2.2.1., and occupational injury covered by Workers' Compensation Board payments to a maximum of 12 consecutive months.

- 1.14.3. "Service" except as otherwise provided herein, means the time spent by an employee in the actual performance of their duties, together with their absence from work due to: Annual Vacations, Holidays, Personal Sickness (to the extent they have established sick leave credits), Occupational Injury (covered by sick leave credits or Workers' Compensation Board Payments), and authorized leave of absence.
- 1.14.4. "Service" as outlined in 1.14.1., 1.14.2., and 1.14.3. above is lost only as a result of loss of seniority as set out in Article 9.3.
- 1.15. "Union" means the Regina Outside City Workers', CUPE Local 21 of the Canadian Union of the Public Employees.
- 1.16. "Weekly Day Off" means the first day an employee is free from work following the completion of their 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 they are free from work during, or following, a regular shift.
- 1.17. "Weekly Day of Rest" means the second day an employee is free from work following the completion of their 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 they are free from work during, or following a regular shift.

# ARTICLE 2 - SCOPE

2.1. This agreement shall apply to all employees (whether temporary, casual or otherwise whatsoever) employed by the City of Regina, except as excluded pursuant to the current effective order of the Saskatchewan Labour Relations Board.

# 2.2. Management Rights

The Union recognizes that it is the function of the City to exercise the regular and customary function of management and to direct the working forces of the City, subject to the terms of this Collective Agreement.

# <u>ARTICLE 3 – UNION RECOGNITION AND SECURITY</u>

# 3.1. Union 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.

# 3.2. Union Security

3.2.1. Every employee who is now or hereafter becomes a member of the Union, shall maintain their membership in the Union as a condition of their employment, and every new employee whose employment commences hereafter shall, within 30 days after the commencement of their employment, apply for and maintain membership in the Union, and maintain membership in the Union as a condition of their employment, provided that any employee in the appropriate bargaining unit who is not required to maintain their membership or apply for and maintain their membership in the Union shall, as a condition of their employment, tender to the Union the periodic dues uniformly required to be paid by the members of the Union.

The City shall supply the Local with a list of all new CUPE Local 21 employees on a monthly basis.

3.2.2. 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 deductions made in accordance with (3.2.1.) above. In addition, the City shall provide to the Secretary-Treasurer of the Union by February 28 of each year, current mailing addresses, a report of earnings and Union dues for all City employees who are members of the Union pertaining to the previous year.

The report shall include details of each earning type applicable to the City employees who are members of the Union along with the totals of the respective earning types.

#### 3.3. Check Off

- 3.3.1. 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 14<sup>th</sup> day following such deduction.
- 3.3.2. On a pay period basis, the City shall provide to the Secretary/Treasurer of the Union a report detailing the number of employees deducted, the name of the employee, the employment status (permanent or casual), the regular gross pay, the overtime earned and the amount of the deductions made in accordance with 3.3.1.

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.

#### 3.4. 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 that is neither inflammatory, defamatory, nor derogatory, nor endorses or opposes any candidates in any elections.

#### 3.5. Resolutions of Council

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 at no cost.

#### 3.6. 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.

### 3.7. New Employees

The City shall distribute an information package provided by CUPE Local 21 to each newly hired employee that will include the Collective Agreement, union constitution, contact information and other pertinent information mutually agreed to by management and the Union.

# 3.8. Right to Union Representation

An employee has the right to have a Union representative present during any disciplinary meeting. The Union will be advised of the meeting. The Union will receive a copy of any disciplinary action provided to the employee.

#### 3.9. Personnel File

An employee or Union representative designated by the employee, with written consent by the employee, shall have the right to review their Human Resources personnel file and correspondence exchanged with the employee, and obtain copies of such correspondence. Such review shall take place at a mutually agreeable time.

#### ARTICLE 4 – LEAVE OF ABSENCE

#### 4.1. Paid Leave

#### 4.1.1. Bereavement

- 4.1.1.1. When there is a death in an employee's immediate family, the employee shall be granted up to **five (5)** consecutive working **days** of bereavement leave with pay. Immediate family shall mean spouse, child, mother, father, legal guardian, sister, brother or equivalent step relationship.
- 4.1.1.2. When there is a death in an employee's extended family, the employee shall be granted up to **three (3)** consecutive working **days** of bereavement leave with pay. Extended family shall mean mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, grandchild, common-law spouse's extended family or equivalent step relationship.

- 4.1.1.3 Effective July 1, 2023, when there is a death of a significant relationship comparable to those listed in 4.1.1.1 and 4.1.1.2, the employee may be granted an equivalent time off at the approval of the Director.
- 4.1.1.4. Employees who suffer the death of a close friend may be granted up to one (1) day at the approval of the Director of the Department.
- 4.1.1.5. For funerals held outside of the City, an additional **day** of paid bereavement leave may be granted at the approval of the Director of the Department.
- 4.1.1.6. Notwithstanding the above, an employee may utilize up to **two (2) days** of bereavement leave set out in **4.1.1.1**, 4.1.1.2., and 4.1.1.3. to be taken within one (1) year following the initial leave, for deferred ceremonies at the approval of the Director of the Department.

# 4.1.2. Special Leave

- 4.1.2.1. "Special Leave of Absence" with pay shall be granted to permanent employees at the discretion and with the approval of the Branch Manager 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 Branch Manager. 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.
- 4.1.2.2. Permanent employees with less than 75 days accumulated sick leave to their credit must protect 12 days per year for personal illness, and such 12 days are not available for use as 'special leave' as defined above.
- 4.1.2.3. Should such employees, having no accumulated sick leave to their credit, be required to use such special sick leave of absence, they shall be paid for same and the time so utilized shall be deducted from any future sick leave accumulation as they become entitled to same. In these instances Pressing Emergency and Compassionate Cause shall not be deemed to include sickness and injury to the applicant.
- 4.1.3. Maternity, Parental and Adoption Leave (MPAL)
  - 4.1.3.1. All permanent employees with one (1) year of service who are on maternity, parental or adoption leave are entitled to an MPAL supplemental allowance, subject to signing a maximum one (1) year (or prorated equivalent) return of service agreement. Effective July 1, 2023, employees may elect one (1) payment option below prior to their leave:

- 4.1.3.1.1. For leaves up to twelve (12) months, the allowance shall be paid bi-weekly and calculated at 10% of their current rate of pay in their home position at the time their leave commences. This rate shall not be adjusted during the time of the leave.
- 4.1.3.1.2. For leaves up to eighteen (18) months, the allowance shall be paid bi-weekly and calculated at 6.67% of their current rate of pay in their home position at the time their leave commences. This rate shall not be adjusted during the time of the leave.
- 4.1.3.2. In order to be eligible for MPAL supplemental allowance, employees must be receiving corresponding MPAL Employment Insurance benefits.

#### 4.1.4. 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 Director of the Department.

### 4.1.5. Time Off for Voting

4.1.5.1. 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.

In recognition of voting privileges in Indigenous communities, up to three (3) hours will be provided for employees who are registered voters in their recognized community.

- 4.1.5.2. If the hours of their employment do not allow for three (3) hours as specified in paragraph 4.1.5.1., the employee shall be allowed such additional time for voting as may be necessary to provide three (3) consecutive hours.
- 4.1.5.3. The hours for voting referred to in 4.1.5.1. above shall be at the convenience of the City.
- 4.1.5.4. No deductions shall be made from pay of any employee mentioned in paragraph 4.1.5.1. above, nor shall any penalty be imposed or exacted by reason of their absence from work during the time required for voting.

# 4.1.6. 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, they shall suffer no loss of pay, providing the Juror's Fee or their Witness Fee is paid over to the City of Regina.

# 4.2. Unpaid Leave

#### 4.2.1. 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 insofar as the regular operations of the department will permit, such leave may be granted.

#### 4.2.2. Leave of Absence for Union Activities

- 4.2.2.1. 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 120% of the salary paid during the leave of absence.
- 4.2.2.2. 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 employee(s) so named shall be entitled to take leave of absence without pay upon verbal notice to the Director of the Department concerned. The City of Regina agrees to continue in force payment of regular salary, at the same rate as the last day worked, and all benefits. The union agrees to reimburse the City of Regina one hundred and twenty percent (120%) of the salary paid during the leave of absence.
- 4.2.2.3. Any employee who is selected for a full-time position with the Union, CUPE Local 21 or CUPE National shall, upon application, be granted leave of absence without pay for a period up to one (1) year. The parties may mutually agree to extend the leave of absence beyond one (1) year.

#### 4.2.3. Maternity, Parental and Adoption Leave

- 4.2.3.1. Subject to clauses 4.2.3.2., 4.2.3.3., 4.2.3.4., and 4.2.3.5., every employee shall be entitled to maternity, parental or adoption leave in accordance with the provisions of *The Saskatchewan Employment Act* of the Province of Saskatchewan and amendments thereto.
- 4.2.3.2. Every employee at the date upon which they proceed on maternity, parental or adoption leave, as the case may be, shall receive payment in respect of all accumulated vacation credits.
- 4.2.3.3. Notwithstanding the provisions of 4.2.3.2., the employee may request, in writing, that all accumulated vacation credits be carried forward for use upon return to work.

- 4.2.3.4. 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.
- 4.2.3.5. For the purpose of this clause, every member shall be entitled to maternity, parental and adoption leave based on the **Saskatchewan Employment Act**.
- 4.2.4. 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.

- 4.2.5. Long Term Leave of Absence Without Pay Medical
  - 4.2.5.1. 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.
  - 4.2.5.2. After 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

- 5.1. All permanent employees shall accumulate sick leave credits on a bi-weekly basis at the rate of 0.061602 hours per hour of service as a permanent employee up to a maximum of 1,828 hours.
- 5.2. Employees shall be entitled to payment for absence from work due to sickness to the extent they have established sick leave credits under 5.1. hereof. Effective July 1, 2023, the rate of pay shall be the rate paid to the employee immediately prior to sickness.
- 5.3. All employees covered by this agreement having at least 10 years' continuous service as defined in Article 1.14.1. as a permanent employee and at least 30 day's Sick Leave Credit upon severance of employment with the City, except by dismissal, shall be paid at their regular rate of pay in the amount of 50% of all accumulated Sick Leave the employee may have to their credit or 78 days whichever is the lesser (i.e. 29 days credit payment nil, 30 days credit payment 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 their spouse 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 1.14.1. as a permanent employee, shall be entitled to all the benefits provided in this clause.

The provisions of 5.3. shall not apply to employees who are hired and commence work after December 31, 2013.

- 5.4. 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.
- 5.5. Each employee claiming sick pay under the provisions of this agreement, shall be required to contact their manager or designate for absence not exceeding five (5) consecutive working days, declaring that their absence was a result of personal sickness. If an employee is absent from work through sickness for a period exceeding five (5) working days, they shall, in addition produce a medical certificate, signed by a duly qualified Medical Practitioner, certifying the said employee was unable to perform their work due to personal sickness. The City shall reimburse the Employee for the cost of this medical certificate, when requested by the Employer.
- 5.6. For the purposes of this Article, sickness shall include non-occupational injury or injury not covered by *The Worker's 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.
- 5.7. 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.
- 5.8. Every employee who does not report to work, due to sickness shall, wherever possible, notify their branch prior to the commencement of their 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 them.
- 5.9. In the event an employee is laid off, their sick leave credits shall be retained to their credit for a period of 12 consecutive months. At the expiration of the said 12 months, the sick leave credits the employee has to their credit shall either be cancelled or, the 50% vested interest to which they are entitled under 5.3. shall be paid out.

# <u>ARTICLE 6 – ANNUAL VACATION</u>

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

Service as in Article 1.14.1.	Vacation Credit Per Hour of Service <u>Article 1.14.2.</u>
First 7 Years	0.061602
Start of Year 8 to end of Year 15	0.082136
Start of Year 16 to end of Year 23	0.102669
Start of Year 24 and thereafter	0.123203

Service time for vacation entitlement purposes will initially be determined using the employee's original date of hire within the City as the Vacation Entitlement Date. If there is a break in service of greater than 26 consecutive weeks, then the Vacation Entitlement Date will be reset to zero.

- 6.3. Employees may be permitted to take the full holiday to which they would be entitled.
- 6.4. 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.
- 6.5. When a statutory holiday falls within an employee's annual vacation, such employee shall be given an additional day of annual vacation in lieu of the statutory holiday at a time mutually agreeable between the employee and the Director of the Department.
- 6.6. 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.
- 6.7. 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 1.14.1.	<u>Vacation Hours</u>
First 7 Years	212.5
Start of Year 8 to end of Year 15	255.0
Start of Year 16 to end of Year 23	297.5
Start of Year 24 and thereafter	340.0

- 6.8. 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 6.7.
- 6.9. 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:
  - 6.9.1. Regular base rate at the time of vacation.
  - 6.9.2. 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.

#### ARTICLE 7 - STATUTORY HOLIDAYS

- 7.1. 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
  - Labour Day
  - National Day for Truth and Reconciliation
  - 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

# 7.2. 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.

# 7.3. Work on Holidays

- 7.3.1. When an employee is required to work on a holiday, they shall be paid, in addition to their regular wage or salary for that day, two (2) times their regular rate of pay for each hour or part of an hour they are required to work on the day the holiday is observed by the City.
- 7.3.2. The provisions of Article 17.1. of this agreement shall not apply to work on a holiday.

#### 7.4. Holidays Held on Off Days

- 7.4.1. 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.
- 7.4.2. 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.

# 7.5. 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:

- 7.5.1. While in receipt of Workers' Compensation Benefits not supplemented by the City.
- 7.5.2. 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.

7.6. 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 12 hour shifts.

#### ARTICLE 8 - GRIEVANCES AND DISPUTE RESOLUTION

#### 8.1. Grievances

#### 8.1.1. 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:

- 8.1.1.1. Any matter relating to the terms and conditions of employment or rates of pay, hours of work of any employee or employees.
- 8.1.1.2. Any matter involving the interpretation of any provision of this agreement.
- 8.1.1.3. Any matter involving the alleged violation of any provisions of this agreement.

#### 8.1.2. Informal Discussion

Whenever possible, the Employee/Union will discuss the complaints with the supervisor and/or branch 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.

# 8.1.3. Initiating a Grievance

When an employee has a grievance, they shall, within 10 calendar days following the act or omission giving rise to such grievance, state their grievance in writing addressed to 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.

#### 8.1.4. Selection Grievances

Where the grievance is based on selection, the successful applicant shall be advised of the grievance within 14 days of the filing of the grievance.

8.1.5. Step 1: The Union shall, within 10 calendar 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 8.1.6. 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 10 calendar 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 10 calendar days following the hearing, give their decision and reasons in writing to the Union.

# Should a grievance be filed as a result of a dismissal, the grievance will commence at Step 2.

- 8.1.6. Step 2: The Union shall have the right to appeal the decision of the Director of the Department to the City Manager, or their designate. In so doing, the Union shall file with the City Manager or their 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 their designate, within 10 calendar 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.
- 8.1.7. The City Manager, or their designate, shall hear the appeal within 10 calendar days after it has been filed with them and shall give their decision within 10 calendar days after the conclusion of the hearing.
- 8.1.8. Step 3: Any grievance which is not settled by the procedures set forth may be referred to a Board of Arbitration (Board) by either party of this Agreement. Application for the establishment of a Board must be made by either party within 45 calendar days of the date of the decision of the City Manager, or their designate, is rendered. Alternatively, within the same timelines, by mutual agreement, the parties may agree to utilize the expedited arbitration process outlined in 8.1.17. below or non-binding grievance meditation.

Notwithstanding the provisions of clauses 8.1.8. through 8.1.15., the City and the Union may, by mutual consent, waive the provision to refer the grievance to a Board and elect to take the grievance to a single Arbitrator whose decision shall be final and binding and enforceable on all parties.

8.1.9. When either party requests that a grievance be submitted to a Board, the request shall be made by registered mail or alternative method that provides proof of receipt, addressed to the other party of the agreement, indicating the name of its

- nominee on the Board. Within seven (7) calendar days thereafter, the other party shall answer by registered mail or alternate method that provides proof of receipt, indicating the name and address of its nominee to the Board. The parties shall then meet to select an impartial chairperson.
- 8.1.10. If the recipient of the notice fails to appoint a nominee, or if the parties fail to agree upon a chairperson within seven (7) calendar days of appointment, the appointment shall be made by Minister of Labour, upon request by either party.
- 8.1.11. 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 60 calendar days from the time the hearing is completed.
- 8.1.12. The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson will be the decision of the Board. The decision of the Board shall be final and binding and enforceable on all parties, but in no event shall the Board 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.
- 8.1.13. Should the parties disagree as to the meaning of the decision, either party may apply to the Chairperson of the Board to reconvene the Board to clarify the decision which it shall do within three (3) days.
- 8.1.14. When either party applies for the establishment of a Board, each party shall pay the fees and expenses of their own nominee, and shall each pay one-half (1/2) of the costs of the fees and expenses of the Chairperson.
- 8.1.15. 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.
- 8.1.16. The time limits as set out in the various clauses herein may be extended by mutual agreement.
- 8.1.17. Expedited Arbitration
  - 8.1.17.1. By mutual agreement, the procedures as set out herein may be used after Step 2 of the grievance procedure.
  - 8.1.17.2. Once a grievance has been referred to the expedited arbitration process, it shall be heard by a single Arbitrator within 60 calendar days.
  - 8.1.17.3. 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.

- 8.1.17.4. Subject to the approval set out in 8.1.17.1. hereof, the following criteria shall be used to determine appropriate grievances for expedited arbitration:
  - 8.1.17.4.1. 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.
  - 8.1.17.4.2. Grievances that have limited depth regarding complex legal issues.
  - 8.1.17.4.3. Grievances that involve the interpretation and application of the alleged violation of the collective agreement.
  - 8.1.17.4.4. Grievances where there is a limited range of solutions or single solution to the concern raised.
- 8.1.17.5. 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.
- 8.1.17.6. The parties shall limit their use of representatives to the following:

Union:

Staff representative or elected officer

Employer:

Department or Human Resources Staff

- 8.1.17.7. The representatives of the parties shall meet within seven (7) calendar 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.
- 8.1.17.8. The documents tabled with the arbitrator shall include:

8.1.17.8.1. Collective bargaining agreement;

8.1.17.8.2. Grievance statements and replies;

8.1.17.8.3. Agreed statements of facts:

- 8.1.17.8.4. Any cases that parties intended to rely on (limit two from each);
- 8.1.17.8.5. A brief statement from each party's position and argument (one page each); and
- 8.1.17.8.6. Where possible, an agreed statement as to the exact difference that the parties want decided.
- 8.1.17.9. No more than two cases to be scheduled in one day.

- 8.1.17.10. The maximum time allotted to hear each case is three (3) hours. The parties will endeavour to abide by this time limit; extensions may occur by mutual agreement.
- 8.1.17.11. The parties shall follow the following procedural guidelines:
  - 8.1.17.11.1. Documents tabled;
  - 8.1.17.11.2. Brief opening statement by each of the parties;
  - 8.1.17.11.3. Witnesses (maximum two per party), examined, cross-examined and questioned by Arbitrator;
  - 8.1.17.11.4. Final argument (Brown and Beatty, or similar texts may be cited);
  - 8.1.17.11.5. The hearing will be conducted in an informal manner with limited objections and without concern for procedural irregularities;
  - 8.1.17.11.6. The 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;
  - 8.1.17.11.7. The arbitrator may issue a verbal decision immediately. Within five (5) calendar days a written decision shall be rendered setting out the reasons which the Arbitrator deems necessary to convey a decision. Decision and reasons are limited to two pages. The decision of the Arbitrator will be final and binding on the parties;
  - 8.1.17.11.8. The parties will equally share the cost of fees and expenses of the Arbitrator;
  - 8.1.17.11.9. The griever and Branch 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
  - 8.1.17.11.10. The grievance may be removed from the expedited process at any time prior to the expedited hearing.
- 8.1.17.12. The terms of this agreement may be changed at any time by mutual agreement by both parties.
- 8.1.17.13. The terms of requirements of this agreement may be waived by mutual agreement for any specific grievance.
- 8.1.17.14. Expedited arbitration awards shall not set a precedent and shall not be referred to by the parties in respect to any other matter.
- 8.1.17.15.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.
- 8.1.17.16. 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.

- 8.1.17.17. 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 10 calendar days.
- 8.1.17.18. The Arbitrator may determine the financial or other arrangements to be made in the case of any suspension, dismissal, or demotion.

# 8.2. 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. A decision shall be delivered within thirty (30) days of each stage of the Committees to be Heard process.

#### ARTICLE 9 - SENIORITY

- 9.1. 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.
- 9.2. Having acquired seniority in accordance with the provisions of 9.1., the employee's seniority shall not cease because of:
  - 9.2.1. Sickness:
  - 9.2.2. Accident;
  - 9.2.3. Vacation;
  - 9.2.4. Approved Leave of Absence;
  - 9.2.5. Layoff of less than 12 consecutive months.
- 9.3. The employee's seniority shall cease if the employee:
  - 9.3.1. Voluntarily leaves the employ of the City;
  - 9.3.2. Is dismissed and such dismissal is not disallowed through the grievance procedure provided in Article 8;
  - 9.3.3. Is absent without proper leave;
  - 9.3.4. After layoff, fails to report to work within seven (7) days after notification to their address on record with Human Resources, unless they furnish reasons for such failure satisfactory to the Director of the Department;
  - 9.3.5. Is not employed by the City for a continuous period in excess of 12 months;
  - 9.3.6. Overstays a vacation period or approved leave of absence without reasonable cause.
- 9.4. 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.

When more than one employee is hired on the same day, the parties will determine the order of seniority of those employees. The union shall be invited to oversee the process.

#### <u>ARTICLE 10 – VACANCIES AND NEW POSITIONS</u>

#### 10.1. Schedule "A" Vacancies

10.1.1. When vacancies in the permanent staff occur or new positions of a permanent nature are created, a notice thereof outlining the position and grade shall be forwarded by the Director of Human Resources to all branches of the City and to the Recording Secretary of the Union. Such notice shall set forth the minimum rate of pay to apply and shall be posted at least fourteen (14) 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.

#### 10.1.2. Filling Vacancies

10.1.2.1. In filling vacancies or new positions within the scope of this agreement, the City shall follow the principle of seniority, in accordance with Article 9, and Schedule B4.1. together with the qualifications necessary to perform the duties required for the position to be filled.

\*Please refer to the Letter of Understanding titled Selection Process – Relative Ability for People Leaders which provides further details impacting some positions.

- 10.1.2.2. In the event of a vacant position within CUPE Local 7's jurisdiction and there has been no appointment in accordance with Article 10.2.1. of CUPE Local 7's agreement, the employer shall proceed in accordance with Article 10.1.2.1. of this agreement.
- 10.1.2.3. The name of the successful applicant will be provided to the Union and those employees not selected to fill a vacancy.
- 10.1.2.4. The principle of the appointment and the procedure hereinbefore set forth shall apply to the succeeding vacancies, consequent upon any such appointment.
- 10.1.3. Vacancies created within 45 days after an employee commences the new appointment:
  - 10.1.3.1. When an employee elects to revert to their home position and this reversion occurs in 45 days or less from the commencement date or the position is vacated within 45 days of commencement, the position will not be re-bulletined.

- 10.1.3.2. The City will fill the vacancy from the original list of applicants in accordance with Article 10.1.2.1. or 10.2.1., dependent on the position.
- 10.1.4. When at any time a branch is engaging additional employees, the most senior permanent employee covered by this agreement laid off, if any, shall be re-engaged in accordance with 10.1.2.1. If there are no laid off permanent employees, the position available shall be bulletined.
- 10.1.5. A qualified employee having started in a position within or beyond the scope of this agreement shall be allowed three (3) months in which to prove themself capable of filling the position.

If such employee does not prove themself capable of filling the position, or if they so elect, they shall revert to their home position without prejudice. Other individuals promoted or transferred as a consequence of the original promotion or transfer shall also be returned to their home 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.

# 10.2. Schedule "C" Vacancies

- 10.2.1. 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.
- 10.2.2. A qualified employee having started in a position shall be allowed **twelve (12)** months in which to prove themself capable of filling the position.

If such employee does not prove themself capable of filling the position, or if they so elect, they shall revert to their home position without prejudice. Other individuals promoted or transferred as a consequence of the original promotion or transfer shall also be returned to their home positions without prejudice.

By mutual agreement between the Director of Human Resources and the Union the **twelve (12)** month probationary period may be extended or reduced.

# 10.3. Term Positions

10.3.1. Management may from time to time create term positions of four (4) months or longer (e.g. a position created to complete or assist in the work connected with a defined project or special operation, or a vacancy created by a leave of absence). When management so declares a term position to be in existence, the position will be bulletined for 14 calendar days. Local 21 employees will be given preference for all term positions and as such will be the only candidates considered during the initial screening of applicants. The position will be filled in accordance with Article 10.1.2.1. or 10.2.1. If no qualified applicant is found, in accordance with the applicable selection assessment (e.g. Article 10.1.2.1. or 10.2.1), the City may appoint a person from outside the employ of the City. It is

agreed that a term position may not be for a period greater than twenty-four (24) months.

10.3.2. An employee appointed to a term position under 10.3.1. above will be compensated on an acting pay basis and will have all rights protected in their home position and continue to acquire and exercise seniority in that home position.

# ARTICLE 11 - LAYOFF AND RECALL

When a reduction in staff becomes necessary in a branch, the employee last engaged shall be the first to be laid off, and to the extent that the organization of the branch 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 18 years of age or is 18 or more years of age but is less than 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 their 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 (2) qualified medical practitioners, one of whom shall be named by the City and the other by the Union.

- 12.1. Death Benefits in case of death of an employee occurring after December 31, 1982.
  - 12.1.1. 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 they were employed at the time of their death.
  - 12.1.2. 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 80% of the gross applicable salary, to be divided equally among the dependent children.

- 12.1.3. 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 80% of the gross applicable salary, to be divided equally among the dependent children.
- 12.1.4. 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:
  - 12.1.4.1. Any taxes or other deductions required by law and, until the date on which the employee would have reached normal retirement age (month of 65<sup>th</sup> birthday) had they lived, 95% of the amount they would have been required to pay toward superannuation under the pension bylaw by the City.
  - 12.1.4.2. The amount of any pension, annuity or insurance settlement not personally contracted for by such deceased employee, their 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 10-year period to determine the monthly amount deductible. With the exception of proceeding with litigation, it shall be the responsibility of the employee's estate to apply for every benefit available before taking advantage of the provisions of this clause. The City will provide to the employee's estate reasonable assistance to facilitate the recovery of all such benefits referred to in this Section, except in respect to any suit in tort.
- 12.1.5. The City's liability hereunder shall continue:
  - 12.1.5.1. In the event of the death of an employee leaving a spouse, and/or dependent child or children.
  - 12.1.5.2. 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.
  - 12.1.5.3. In no event beyond the date at which such deceased employee would have been entitled to full and normal (month of 65<sup>th</sup> birthday) pension retirement from the City has their 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.
- 12.1.6. 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.

- 12.1.7. Notwithstanding any of the foregoing, the City shall not be liable hereunder with the respect to the death of any employee which shall occur:
  - 12.1.7.1. As a result of an accident obviously not related to their duties and employment as an employee of the City, or
  - 12.1.7.2. As a result of an illness obviously not contracted by reasons of their duties and employment as an employee of the City.
- 12.2. Consideration for disability benefits shall be given to applications received by the City after January 1, 2017, as per the following:
  - 12.2.1. 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 12.2.6. of this section.
  - 12.2.2. 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:
    - 12.2.2.1. Any taxes or other deductions required by law, and the first two (2) years of their disability 100% and thereafter 90% of the amount they would have been required to pay toward superannuation under the pension bylaw of the City.
    - 12.2.2.2. The amount of any pension, annuity or insurance settlement not personally contracted for by such employee, their spouse 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 lumpsum settlement rather than a monthly allowance, such amounts shall be spread over a 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.
  - 12.2.3. Fifty (50) percent of the gross amount of any remuneration an employee receives should they become gainfully employed outside the City service, provided the said 50% is less than the benefit payable under the provisions of this clause.
  - 12.2.4. An 'application' shall be completed by the employee with pertinent data to start the application process.

- 12.2.5. The City shall not be liable to pay Disability Benefits if:
  - 12.2.5.1. 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
  - 12.2.5.2. In the event the disablement resulted from an accident obviously not related to their duties and employment as an employee of the City, or
  - 12.2.5.3. In the event the disablement resulted from an illness obviously not contracted by reason of their duties and employment as an employee of the City.
  - 12.2.5.4. On and after the date such employee would have been normally retired (month of 65<sup>th</sup> birthday) under the provisions of the Civic Pension Plan, at which time the employee will be paid their pension in accordance with the provisions of the Civic Pension Plan.
  - 12.2.5.5. 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.
  - 12.2.5.6. On death of an employee, in which event, the provisions of 12.1. will apply.
  - 12.2.5.7. If the employee elects not to participate in a rehabilitation program that is certified as being appropriate for the employee.
  - 12.2.5.8. If the employee elects not to accept a position with the City that they are deemed as being qualified to fill (regardless of capacity, i.e. full time, part-time, etc.), they will have their benefits suspended until such a time that they accept the position or a similar position.
- 12.2.6. Not more frequently than once every 12 months following the commencement of an employee's disability the City may request that the disability be certified.
  - 12.2.6.1. 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, CUPE Local 7 Agreement, the employee shall receive full salary of their original position while participating in such program.
  - 12.2.6.2. If an employee elects not to participate in a program of rehabilitation that is certified as being appropriate for such employee, their benefits will be suspended until such a time as the employee agrees to participate with said program.

- 12.2.6.3. If at the completion of such program or any earlier date it is certified that the employee's disability will not enable them to perform such duties of such position, the employee shall continue to receive the benefits to which they are entitled by reason of their disability.
- 12.2.7. Whereupon a disabled employee is offered a permanent position within the scope of this Agreement or the City Hall Administrative Staff Union CUPE Local 7 Agreement, which they are certified as being able to perform, and the employee accepts such offer, they shall be paid at least the current rate of their home 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.
- 12.2.8. Should an employee elect to refuse to accept a position as identified as above, they shall have their benefits suspended until they accept said position or an equivalent position.
- 12.2.9. 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.
- 12.2.10. A permanent employee who is disabled as provided in this Article shall continue to be an employee of the City until their death or until **they** reach the normal retirement age (month of 65<sup>th</sup> birthday), whichever be the sooner. Upon reaching retirement age they shall be paid their 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.

#### 12.3. Medical Tribunal

- 12.3.1. 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.
- 12.3.2. The request to establish a medical tribunal must be submitted by the City or the Union not later than 60 days following the notice of the difference of medical opinion.
- 12.3.3. The Medical Tribunal shall consist of a Doctor nominated by the City, a Doctor nominated by the Union and a third Doctor, serving as Chair, agreed to by the City and Union. Any decisions by the Medical Tribunal will be final and binding upon all parties concerned.
- 12.3.4. 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

13.1. When a probationary or permanent employee, or a casual employee with seniority, is injured in the course of their 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 65% of their regular basic wage rate at the date of injury for a period of 14 calendar days (qualifying period).
- 13.2. During the 14-day qualifying period and along with supporting medical documentation the employee may access their accumulated sick time or if requested and with management approval, may access accumulated vacation time in lieu of sick.
- 13.3. Upon completion of the 14-day qualifying period, the City shall pay the employee an amount per day based on their regular basic wage rate.
- 13.4. If 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 their wage rate based on the injury date. This would also include the reimbursement of any sick or vacation the employee may have utilized during this time period.
  - The calculated amount of payment per day shall, when added to the amount of Worker's Compensation payment to be equal to the net amount that such an 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
- 13.5. 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.
- 13.6. The Workers' Compensation Board benefits, as referred to in 13.1. 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."
- 13.7. 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.
- 13.8. An employee receiving benefits under this Article for a period of 12 consecutive months or more shall not be entitled to vacation credits as provided for in this agreement.

#### ARTICLE 14 - HEALTH AND SAFETY

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 and Safety Committee in accordance with the terms and conditions of *The Saskatchewan Employment Act*.

#### ARTICLE 15 - BENEFIT PLANS

# 15.1. Group Life Insurance

- 15.1.1. 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.
- 15.1.2. 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.
- 15.1.3. 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.

#### 15.2. Medical Plan

- 15.2.1. The City of Regina shall provide an Employer funded plan for all eligible employees. Having joined the plan, an employee may not withdraw from the plan.
- 15.2.2. The City of Regina shall provide a Health Spending Account for all employees covered by the medical plan in the amount of \$200 per year subject to the guidelines of the Plan. **This clause will expire on December 31, 2023.**

Effective January 1, 2024, the City of Regina shall provide a Health Spending Account for all employees covered by the medical plan in the amount of \$400 per year subject to the guidelines of the Plan.

#### 15.3. Dental Plan

- 15.3.1. The City of Regina shall provide a 50/50 cost shared dental plan for all permanent employees and all casual employees who have attained 2,069 hours of service set out in Article 1.14.1. Participation in the plan shall be optional for all existing eligible employees and mandatory for all employees who become permanent after January 1, 1999.
- 15.3.2. 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 12 months premiums are deducted in the first four (4) pay periods following June 1.
- 15.3.3. 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.

# 15.4. 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.

# 15.5. Pension Plan

The Pension Plan, in respect of members of the Union, shall be contained within the Sponsorship Agreement and amendments thereto.

#### **ARTICLE 16 – HOURS OF WORK**

# 16.1. Normal Hours

- 16.1.1. 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 40 hour week.
- 16.1.2. Notwithstanding 16.1.1. hereof, employees under the 5/5/4 work week, shall work two (2) weeks of 42 hours and 30 minutes and one (1) week of 34 hours in a three (3) week period with one-half (1/2) hour for the luncheon period under the following conditions:
  - 16.1.2.1. Employees would receive an earned day off in a three (3) week period.
  - 16.1.2.2. The earned day off would be scheduled adjacent to the employee's day off and day of rest and predetermined on a yearly basis **or until a shift change is made.**
  - 16.1.2.3. There shall be no banking of earned days off except under special circumstances and with the approval of the Director of the Department.
  - 16.1.2.4. The 5/5/4 work week would not be applicable to the following employees:
    - 16.1.2.4.1. Employees covered by Schedule "B", except Labourers 16.1.2.4.2. Shift employees trouble truck (Water Works)
- 16.1.3. Notwithstanding 16.1.1. and 16.1.2. hereof, effective July 1, 2023, employees under the 9-hour standard day shall work and be paid according to the Letter of Understanding on 9-hour shifts.
- 16.1.4. Notwithstanding 16.1.1., 16.1.2. and 16.1.3 hereof, effective July 1, 2023 employees under the 10-hour standard day shall work and be according to the Letter of Understanding on 10-hour shifts.

# 16.2. Inclement Weather

When weather conditions prevent Water Operations 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

- 17.1. Employees who are required to work in excess of eight (8) hours in one day or 40 hours in one (1) week, shall be paid at the rate of double time for all hours so worked.
  - 17.1.2. Notwithstanding 17.1.1., employees working the 5/5/4 work week, who are required to work in excess of eight (8) hours and 30 minutes in one (1) day or 42 hours and 30 minutes in one (1) week, shall be paid at the rate of double time for all hours worked.
- 17.2. 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.
- 17.3. 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.
- 17.4. When a holiday occurs in any week the normal hours of work in that week shall be reduced from 40 to 32.
  - 17.4.1. Notwithstanding 17.1.1., 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 42 hours and 30 minutes to 34 hours.
- 17.5. All overtime shall be paid on the basis of the classified salary paid to the employee at the time they are working such overtime.
- 17.6. 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.
- 17.7. Notwithstanding the provisions of this Article an employee, at the discretion of the Director of the Department, may bank overtime, in lieu of overtime pay.
  - 17.7.1. The overtime account shall accumulate at the rate the overtime is earned.
  - 17.7.2. The overtime account is withdrawn at the current rate of pay.

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

#### 18.1. Payment of Wages

- 18.1.1. Employees shall be paid on a bi-weekly basis. Paydays cannot be changed without mutual agreement between the parties.
- 18.1.2. All employees will be paid via direct deposit to the financial institution of the employee's choice.

#### 18.2. Rates of Pay

- 18.2.1. The rate of pay for all classifications within the bargaining unit shall be as stated in the attached schedules.
- 18.2.2. 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 1.14.1., 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.
- 18.2.3. 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.
- 18.2.4. Subject to obtaining prior written approval from the Director of the Department and signed off by the Director of Human Resources, Local 21 employees newly recruited to the bargaining unit after June 30, 2023, and who possess ten (10) or more years of relevant experience, may be entitled to earn annual vacation credits at a rate of four (4) weeks. Employees approved for four (4) weeks of annual vacation credits shall be entitled to an additional week after each additional eight (8) years of service to a maximum rate of accumulation of six (6) weeks annual vacation. Employees newly recruited to the bargaining unit from January 1, 2022 June 29, 2023, may have their vacation adjusted to four (4) weeks if they meet the above criteria.
- 18.2.5. When an employee is promoted or reclassified to a higher paid position they shall be paid the next step in the new range which is at least seven (7) cents per hour above the rate they were receiving in their home position, but in no event shall their rate of pay exceed the maximum of the new range.
  - When an employee demotes voluntarily to a lower paying position they shall move to the rate of pay that is closest to, but less than, their current pay rate until satisfactory completion of the three (3) month probation period, after which the employee will receive the next highest step in the pay range.
- 18.2.6. If temporary work is of a lower classification due to disciplinary or medical reasons or because of voluntary demotion, their new rate of pay will be the next step of the new range which is at least 10 cents per hour below their regular rate of pay or the

maximum rate of the new range, whichever is the lesser for the time they perform the duties thereof.

#### 18.3 Classification of Positions

- 18.3.1. Allocation of positions to the various pay grades shall be made by Human Resources 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.
- 18.3.2. 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 branch/department/division, 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.
  - 18.3.2.1. The effective date of any reclassification shall be the nearest half month from the date the employee signs the position description questionnaire.
  - 18.3.2.2. 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 18.4. of this Article.

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

- 18.3.2.3. 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 18.4. of this Article.
- 18.3.2.4. 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.
- 18.3.3. When a new classification is created, the Union and the Director of Human

Resources or designate shall, if possible, agree upon the classification and rate of pay. 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 18.4. of this Article.

- 18.3.4. The Employer shall establish a new job description within 90 calendar days of the classification/reclassification of a position.
- 18.3.5. 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.

#### 18.4. Joint Council

- 18.4.1. A Joint Council shall be established for the purpose of settling disputes pertaining to the determination of significant increase or decrease in duties and responsibilities, classification or reclassification of positions covered by this agreement.
- 18.4.2. 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.
- 18.4.3. 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.
- 18.4.4. 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.
- 18.4.5. 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.
- 18.4.6. The Director of Human Resources or their appointed representative will meet with a committee of the Union to review appeals not later than 14 days from the date appeals are properly completed and received by Human Resources.
- 18.4.7. Unless otherwise mutually agreed, the Joint Council shall meet not later than 14 days after the date appeals have been received by the Joint Council.
- 18.4.8. 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 Human Resources. One copy will be submitted to the Union and one copy to

#### Human Resources.

- 18.4.9. 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.
- 18.4.10. 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 Human Resources.

#### ARTICLE 19 - PREMIUM PAY AND ALLOWANCES

#### 19.1. Superior Duties

- 19.1.1. When an employee is required to perform the duties of another position temporarily, they shall be paid as follows:
  - 19.1.1.1. If the temporary work is of a higher classification, they shall be paid at the minimum which has been established for such higher paid position for such time as they perform the duties thereof, provided this minimum shall be at least 10 cents per hour above their regular rate. If this minimum is equal to or less than their regular rate, they shall be paid at the step in the range of the higher paid position which is at least 10 cents per hour above their regular work.
  - 19.1.1.2. It is also agreed, when an employee performs the duties of a specific higher classification for a cumulative total of 1,949 hours, they 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.
  - 19.1.1.3. Notwithstanding the provisions of this clause, employees who perform work of another position for five (5) or more hours will receive Superior Duty Pay for the entire shift.
- 19.1.2. When an employee is required by management to temporarily act in a higher paid position out of the scope of either the CUPE Local 7 or CUPE Local 21 bargaining units they shall be paid at the minimum rate of the higher paid position or an additional amount equal to 10% of their 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.
- 19.1.3. Before an employee can be assigned to act in a higher paid position, it must be established that they are the senior qualified bargaining unit employee within the branch. If no qualified bargaining unit individual is found within the branch then the next senior qualified employee within the department, then the division, then the bargaining unit shall be selected.

- 19.1.4. In determining the senior qualified employee in 19.1.3., the following conditions shall be observed:
  - 19.1.4.1. Ability to do the work
  - 19.1.4.2. Seniority

#### 19.2. Tool Allowance

On January 1 of 2022, all Journeyperson and Apprentice Mechanics will receive a \$200 tool allowance. On January 1 of 2023 and each year thereafter, all Journeyperson and Apprentice Mechanics will receive a \$400 tool allowance.

#### 19.3. Shift Differential

- 19.3.1. A shift differential in the amount of \$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.
- 19.3.2. When an employee is required to work on a Statutory Holiday during the hours specified above, they shall be paid the shift differential in addition to premium pay for working on the statutory holiday.
- 19.3.3. Shift differential will only be paid to shifts commencing prior to 7:00 a.m. or ending after 5:00 p.m. A shift that begins at 7:00 a.m. or ends at 5:00 p.m. shall not be paid any shift differential premium.

### 19.4. Weekend Premium

A weekend premium in the amount of 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.

### 19.5. Water, Waste and Environment Department

- 19.5.1. Employees on stand-by duty with the Water, Waste and Environment Department on Sundays shall not be required to take time off for reason of having been on such stand-by duty.
- 19.5.2. Employees of the Water, Waste and Environment Department 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.

#### 19.6. Dirty Work

Effective January 1, 2024, all Dirty Pay rates in 19.6.1. through 19.6.6. will be increased to \$1.00 per hour.

- 19.6.1. A dirty-work bonus of 75 cents per hour will be paid to employees assigned to work involving the cleaning out of sewers, manholes, mains and connections, road-oiling trucks, the tar-kettle person, and sewer scraping equipment.
- 19.6.2. A dirty-work bonus of 75 cents per hour will be paid during the months of May through September, to the Leadman, equipment operators and landfill attendants at the Landfill and to Parks Maintenance employees engaged in the springtime cleanup of grass boulevards.
- 19.6.3. Employees will receive, in addition to their regular rate of pay, a dirty-work bonus of 75 cents per hour while employed in the following maintenance and repair duties at the Asphalt Plant:
  - 19.6.3.1. Working inside of the baghouse or other components of the dust collection system;
  - 19.6.3.2. Working inside of the screen deck area;
  - 19.6.3.3. Working inside the hot bins or cold bins;
  - 19.6.3.4. Working inside the pug mill;
  - 19.6.3.5. Working inside the hot elevator or weigh hoppers;
  - 19.6.3.6. Working inside the asphalt storage silos;
  - 19.6.3.7. Working inside the dryer;
  - 19.6.3.8. Working inside the transfer conveyor or slat conveyors.
- 19.6.4. A dirty-work bonus of 75 cents per hour will be paid to all employees employed in the following maintenance duties at the sewage treatment facilities:
  - 19.6.4.1. Working inside the digestion tanks, wet wells, sealed pumps or weir boxes;
  - 19.6.4.2. Working inside the inlet chamber at the sewage pumping station.
- 19.6.5. A dirty-work bonus of 75 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.
- 19.6.6. A dirty-work bonus of 75 cents per hour will be paid to all welders and mechanics for all dirty work performed while working on garbage trucks. Recognized dirty work will be defined as follows:
  - 19.6.6.1. Working inside the packer/hopper bodies of mobile solid waste equipment which carry unsanitized garbage;
  - 19.6.6.2. Working on/under the garbage truck chassis/body where workers are exposed to live insect larvae; and
  - 19.6.6.3. Working on equipment that has come into contact with unsanitized garbage and/or insect larvae. E.g. Rapid Rail grabber arm assembly.
- 19.6.7 In addition to their regular rate of pay, employees assigned to work involving the exhumation or transportation of human remains shall receive a dirty work bonus of \$100 for each occurrence.

### 19.7. Standby

When the parties agree that standby is applicable, the following will apply:

- 19.7.1. Standby shall mean a period during which an employee is not on regular duty and is assigned by the Employer to be on call and be immediately available to return to work.
- 19.7.2. Employees who are assigned to Standby will be paid a standby payment of 10% of Salary Grade 1B, Step 1 per hour for all hours or portion thereof. In no case shall such standby assignment be eight (8) hours or less.
- 19.7.3. An employee on standby, having left their place of work, and who is required to return to their place of work shall be compensated in accordance with Article 17.3.
- 19.7.4. Notwithstanding the above, an employee called in more than once in the two (2) hour period shall not receive any further payment until the two (2) hour period has elapsed.
- 19.7.5. Effective January 1, 2024, standby premium and payments made in accordance with 17.3. will occur concurrently; however, standby premiums will not be considered part of the calculation of 17.3.
- 19.7.6. Employees on standby duty shall not be required to take time off for reason of having been on such standby duty.

#### ARTICLE 20 - SPECIAL TRAINING

- 20.1. 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 they feel that the special training, as a result of new methods and machinery, is advisable and practicable.
- 20.2. When the Director of the Department deems it necessary to provide additional or special training to the employees of a particular branch 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.
- 20.3. When training opportunities are made available in a branch of a department, the principle of seniority shall be followed with respect to the training that is offered.
- 20.4. Notwithstanding the above, 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.

20.5. Employees who are assigned by the Director of the Department to instruct formalized training courses, shall be paid **one dollar (\$1.00)** per hour in addition to their regular wage, during the time occupied by them giving such instruction and training.

## ARTICLE 21 - TERMINATION OF EMPLOYMENT

#### 21.1. Dismissal for Misconduct

Where, in the opinion of the employer, the conduct of an employee is such as to warrant dismissal, the employee shall be advised via a letter from the Director of the Department. The letter shall outline the reason for the dismissal and the effective date. Such letter shall be supplied to the Union and the City Manager.

# 21.2. Termination of Employment

Notwithstanding the times at which or the manner in which an employee is paid, they shall, unless they are dismissed in accordance with 21.1. hereof, be entitled to receive written notice in accordance with *The Saskatchewan Employment Act* that their 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 their intention to terminate their employment with the City. It is understood and agreed, however, that employees who are dismissed in accordance with the provisions with 21.1. shall not be entitled to any notice or payment as provided for in this clause.

#### ARTICLE 22 - GENERAL CONDITIONS

#### 22.1. Drivers' Licenses

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 their responsibility to obtain the same.

Permanent employees who are required through job descriptions to have a 1A or 3A driver's license will be reimbursed for the required medical exam costs.

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.

#### 22.2. Indemnity Clause

The City shall pay the cost of:

22.2.1. 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 their duties or paying any sum required to settle the action or proceeding; and,

22.2.2. 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 their duties.

## **ARTICLE 23 – EFFECTIVE DATE**

- 23.1. This agreement shall be effective from January 1, 20**22**, and shall remain in force and effect until December 31, 20**24**, 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 60 days nor more than 120 days prior to the anniversary date hereof.
- 23.2. This agreement provides for its continuation during any negotiation period and all terms and conditions shall apply, unless otherwise contained, retroactive to January 1, 2022.

It being understood and agreed, however, any employee having terminated their 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

THE REGINA CIVIC MEMBERS' UNION - CUPE LOCAL 21

(Sgd.) PRESIDENT/DESIGNATE

**UNION SEAL** 

THE REGINA CIVIC MEMBERS' UNION - CUPE LOCAL 21

\_(Sgd.) NATIONAL REPRESENTATIVE

Wanda Edwards

# SALARY SCHEDULE "A" HOURLY EFFECTIVE JANUARY 1, 2022

	EFFECTIVE JANUART 1, 2022		
Pay Class	Job Classification	1st Year	2nd Year
1AA	Major Facility Cashier (Perm)	\$16.36	
		\$33,861	
*1A	Caretaker (Non Fireman's)	\$19.54	\$23.42
	Cleaner - City Hall	\$40,442	\$48,473
	Labourer*		,
	Sanitary Landfill Attendant*		
	Contrary Estimation and		
1B	Aquatic Training Specialist	\$23.76	\$24.41
,,,	Caretaker II	\$49,177	\$50,522
	Equipment Operator I	Ψ 10, 11 7	Ψ <b>00</b> , <b>0</b> <u>L</u> L
	Hydrant Serviceperson		
	Semi Skilled Labourer		
	Truck Helper (Mechanical Packer)		
	Waste Water Treatment Operator (Training)		
-	Waste Water Treatment Operator (Training)		
1C	Cemeterian I	\$24.41	\$25.05
10	Equipment Operator II	\$50,522	\$51,847
	Facilities Operator I	ΨΟΟ,ΟΣΣ	φσ1,σ-11
	Fuel Truck Operator		
	Horticulturist I		
	Irrigation Worker I		
	Lead Caretaker **		
	Utilityperson		
	Wastewater Treatment Op I		
1D	Asphalt Raker	\$25.05	\$25.70
‡D	Certified Wastewater Operator I	\$51,847	\$53,192
	Pavement Saw Operator	ψ01,047	400,102
	Serviceman		
	Skilled Labourer		
	Tandem Truck Operator		
	Traffic Marker		
	Truck Driver (Sewer and Water)		
1E	Container Maintenance Repairperson	\$25.70	\$26.48
11-	Forester I	\$53,192	\$54,806
	Formsetter	400,.02	401,000
	Sign Shop Worker		
	Small Cold Planer Operator		
	Tradesperson 1 - Mechanical		
	Traffic Underground Installer		
	Traine Officerground installer		
1F	Assistant Operator	\$26.48	\$27.12
I I	Automated Side Loader Operator	\$54,806	\$56,131
	Automated Olde Loader Operator	ΨΟ-1,000	Ψοσίτοι

	City Hall Building Operator Equipment Operator III Horticulturist II Hydrant Repairperson Lift Station Maintenance Operator Mechanical Side Loader Operator Nursery Worker II Saw Operator - Concrete Services Solid Waste Truck Operator Traffic Detours/Restriction Controller Traffic Sign Fabricator Water & Sewer Construction Pipelayer Water Supply Maintenance Repairperson		
1G	Asphalt Plant Operator Block & Brick Layer Cemetarian II ** Equipment Operator IV Leadperson ** Maintenance Repairperson (Facilities) Manhole Builder Sewerjet/Hydrovac Operator Tire Repairperson Trades 1 - Emergency Services Unit Trades 1 - Sewer Services Tradesperson I	\$27.12 \$56,131	\$27.91 \$57,766
1H	Building & Yard Maintenance Operator Container Capital Program Leadperson ** Container Maintenance Leadperson ** Crew Lead, Roadway Operations (Op. III Exception) ** Crew Lead, Traffic Operations ** Crew Lead, Traffic Pavement Marking ** Crew Lead I - Landscape Trades ** Crew Lead I - Parks Maintenance ** Foreperson I ** Greenskeeper ** Horticulturist III ** Irrigation Worker II Leadperson - Pest Control ** Maintenance Repairperson - Pools and Rinks Maintenance Welder Nursery Worker III Weed Inspector	\$27.91 \$57,766	\$28.72 \$59,443
11	Crew Lead, Landfill ** Crew Lead, Meters ** Crew Lead, Roadway Operations ** Crew Lead, Sewer Top Repairs	\$28.72 \$59,443	\$29.46 \$60,974

Crew Lead, Solid Waste Collection \*\*

	Foreman, Landfill **		
	Forester II		
	Hydrant Specialist **		
	Landscape Construction Technician		
	Maintenance Operator		
1J	Crew Lead, Asphalt Plant **	\$29.46	\$30.14
	Crew Lead, Asphalt Screed **	\$60,974	\$62,382
	Crew Lead, Cold Planer **		
	Crew Lead, Concrete Services **		
	Crew Lead, Grade Finisher **		
	Crew Lead, Mains and Valves **		
	Crew Lead, Mudjacking **		
	Crew Lead, Water and Sewer Construction **		
	Crew Lead II, Parks Maintenance **		
	Electronics Technician (Local 21)		
	Leadperson, O.S.S./Parks District **		
	Mechanical Helper - Preventative Maintenance		
1K	Arborist **	\$30.14	\$31.15
	Crew Lead II, Landscape **	\$62,382	\$64,472
	Irrigation Worker III **		
	Senior Maintenance Operator		
	Small Tools & Equipment Specialist		
1L	Pest Control Technician **	\$31.15	\$32.04
		\$64,472	\$66,314

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

# SALARY SCHEDULE "A" HOURLY EFFECTIVE JULY 1, 2022

	EFFECTIVE JULY 1, 2022		
Pay Class	Job Classification	1st Year	2 <sup>nd</sup> Year
		4.000	
1AA	Major Facility Cashier (Perm)	\$16.69	
		\$34,544	
*4 A	Caratakar (Nan Firemania)	£40.02	ድጋጋ ዐር
*1A	Caretaker (Non Fireman's)	\$19.93	\$23.89
	Cleaner - City Hall Labourer*	\$41,250	\$49,446
	Sanitary Landfill Attendant*		
1B	Aquatic Training Specialist	\$24.24	\$24.90
	Caretaker II	\$50,170	\$51,536
	Equipment Operator I	<b>,</b> ,	¥,
	Hydrant Serviceperson		
	Semi Skilled Labourer		
	Truck Helper (Mechanical Packer)		
	Waste Water Treatment Operator (Training)		
	γ(		
1C	Cemeterian I	\$24.90	\$25.55
	Equipment Operator II	\$51,536	\$52,881
	Facilities Operator I		
	Fuel Truck Operator		
	Horticulturist I		
	Irrigation Worker I		
	Lead Caretaker **		
	Utilityperson		
	Wastewater Treatment Op I		
1D	Asphalt Paker	\$25.55	\$26.21
שו	Asphalt Raker Certified Wastewater Operator I	\$52,881	\$54,248
	Pavement Saw Operator	φ52,661	Ψ04, <b>24</b> 0
	Serviceman		
	Skilled Labourer		
	Tandem Truck Operator		
	Traffic Marker		
	Truck Driver (Sewer and Water)		
	Truck Driver (Gewer and Water)		
1E	Container Maintenance Repairperson	\$26.21	\$27.01
	Forester I	\$54,248	\$55,903
	Formsetter		
	Sign Shop Worker		
	Small Cold Planer Operator		
	Tradesperson 1 - Mechanical		
	Traffic Underground Installer		
4 P=	Assistant Oneman	ውስም ሳ4	<u></u> ሰላማ ለላ
1F	Assistant Operator	\$27.01	\$27.66
	Automated Side Loader Operator	\$55,903	\$57,249
	City Hall Building Operator		

Equipment Operator III

Horticulturist II Hydrant Repairperson **Lift Station Maintenance Operator** Mechanical Side Loader Operator Nursery Worker II Saw Operator - Concrete Services Solid Waste Truck Operator Traffic Detours/Restriction Controller Traffic Sign Fabricator Water & Sewer Construction Pipelayer Water Supply Maintenance Repairperson \$27.66 \$28.47 1G Asphalt Plant Operator Block & Brick Layer \$57,249 \$58,925 Cemetarian II \*\* Equipment Operator IV Leadperson \*\* Maintenance Repairperson (Facilities) Manhole Builder Sewerjet/Hydrovac Operator Tire Repairperson Trades 1 - Emergency Services Unit Trades 1 - Sewer Services Tradesperson I 1H \$28.47 \$29.29 **Building & Yard Maintenance Operator** \$58.925 \$60.622 Container Capital Program Leadperson \*\* Container Maintenance Leadperson \*\* Crew Lead, Roadway Operations (Op. III Exception) \*\* Crew Lead, Traffic Operations \*\* Crew Lead, Traffic Pavement Marking \*\* Crew Lead I - Landscape Trades \*\* Crew Lead I - Parks Maintenance \*\* Foreperson I \*\* Greenskeeper \*\* Horticulturist III \*\* Irrigation Worker II Leadperson - Facilities Operations \*\* Leadperson - Pest Control \*\* Maintenance Repairperson - Pools and Rinks Maintenance Welder Nursery Worker III Weed Inspector \$29.29 \$30.05 11 Crew Lead, Landfill \*\* \$60,622 \$62,195 Crew Lead, Meters \*\* Crew Lead, Roadway Operations \*\* Crew Lead, Sewer Top Repairs Crew Lead, Solid Waste Collection \*\*

Foreman, Landfill \*\*

	Forester II  Hydrant Specialist **  Landscape Construction Technician  Maintenance Operator		
1J	Crew Lead, Asphalt Plant **	\$30.05	\$30.74
	Crew Lead, Asphalt Screed **	\$62,195	\$63,623
	Crew Lead, Cold Planer **		
	Crew Lead, Concrete Services **		
	Crew Lead, Grade Finisher **		
	Crew Lead, Mains and Valves **		
	Crew Lead, Mudjacking **		
	Crew Lead, Water and Sewer Construction **		
	Crew Lead II, Parks Maintenance **		
	Electronics Technician (Local 21)		
	Leadperson, O.S.S./Parks District **		
	Mechanical Helper - Preventative Maintenance		
1K	Arborist **	\$30.74	\$31.77
	Crew Lead II, Landscape **	\$63,623	\$65,755
	Irrigation Worker III **		
	Senior Maintenance Operator		
	Small Tools & Equipment Specialist		
1L	Pest Control Technician **	\$31.77 \$65,755	\$32.68 \$67,639

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

# SALARY SCHEDULE "A" HOURLY EFFECTIVE MARCH 12, 2023

Pay Class	Job Classification	1 <sup>st</sup> Year	2 <sup>nd</sup> Year
1AA	Major Facility Cashier (Perm)	\$17.09 \$35,372	
*1A	Caretaker (Non Fireman's) Cleaner - City Hall Labourer* Sanitary Landfill Attendant*	\$20.41 \$42,243	\$24.46 \$50,625
1B	Aquatic Training Specialist  Caretaker II  Equipment Operator I  Hydrant Serviceperson  Semi Skilled Labourer  Truck Helper (Mechanical Packer)  Waste Water Treatment Operator (Training)	\$24.82 \$51,371	\$25.50 \$52,778
1C	Cemeterian I Equipment Operator II Facilities Operator I Fuel Truck Operator Horticulturist I Irrigation Worker I Lead Caretaker ** Utilityperson Wastewater Treatment Op I	\$25.50 \$52,778	\$26.16 \$54,144
1D	Asphalt Raker  Certified Wastewater Operator I  Pavement Saw Operator  Serviceman  Skilled Labourer  Tandem Truck Operator  Traffic Marker  Truck Driver (Sewer and Water)	\$26.16 \$54,144	\$26.84 \$55,551
1E	Container Maintenance Repairperson Forester I Formsetter Sign Shop Worker Small Cold Planer Operator Tradesperson 1 - Mechanical Traffic Underground Installer	\$26.84 \$55,551	\$27.66 \$57,249
1F	Assistant Operator Automated Side Loader Operator	\$27.66 \$57,249	\$28.32 \$58,615

City Hall Building Operator

Equipment Operator III Horticulturist II Hydrant Repairperson **Lift Station Maintenance Operator** Mechanical Side Loader Operator Nursery Worker II Saw Operator - Concrete Services Solid Waste Truck Operator Traffic Detours/Restriction Controller Traffic Sign Fabricator Water & Sewer Construction Pipelayer Water Supply Maintenance Repairperson 1G \$28.32 \$29.15 Asphalt Plant Operator Block & Brick Layer \$58,615 \$60,332 Cemetarian II \*\* **Equipment Operator IV** Leadperson \*\* Maintenance Repairperson (Facilities) Manhole Builder Sewerjet/Hydrovac Operator Tire Repairperson Trades 1 - Emergency Services Unit **Trades 1 - Sewer Services** Tradesperson I 1H **Building & Yard Maintenance Operator** \$29.15 \$29.99 Container Capital Program Leadperson \*\* \$60,332 \$62,071 Container Maintenance Leadperson \*\* Crew Lead, Roadway Operations (Op. III Exception) \*\* Crew Lead, Traffic Operations \*\* Crew Lead, Traffic Pavement Marking \*\* Crew Lead I - Landscape Trades \*\* Crew Lead I - Parks Maintenance \*\* Foreperson I \*\* Greenskeeper \*\* Horticulturist III \*\* Irrigation Worker II Leadperson - Facilities Operations \*\* Leadperson - Pest Control \*\* Maintenance Repairperson - Pools and Rinks Maintenance Welder Nursery Worker III Weed Inspector 11 Crew Lead, Landfill \*\* \$29.99 \$30.77 Crew Lead, Meters \*\* \$62,071 \$63,685 Crew Lead, Roadway Operations \*\*

# Crew Lead, Sewer Top Repairs

Crew Lead, Solid Waste Collection \*\*

Foreman, Landfill \*\*

Forester II

## Hydrant Specialist \*\*

Landscape Construction Technician

Maintenance Operator

1J	Crew Lead, Asphalt Plant **	\$30.77	\$31.48
	Crew Lead, Asphalt Screed **	\$63,685	\$65,155
	Crew Lead, Cold Planer **		
	Crew Lead, Concrete Services **		
	Crew Lead, Grade Finisher **		
	Crew Lead, Mains and Valves **		
	Crew Lead, Mudjacking **		
	Crew Lead, Water and Sewer Construction **		
	Crew Lead II, Parks Maintenance **		
	Electronics Technician (Local 21)		
	Leadperson, O.S.S./Parks District **		
	Mechanical Helper - Preventative Maintenance		
1K	Arborist **	\$31.48	\$32.53
	Crew Lead II, Landscape **	\$65,155	\$67,328
	Irrigation Worker III **		
	Senior Maintenance Operator		
	Small Tools & Equipment Specialist		
1L	Pest Control Technician **	\$32.53	\$33.46
		\$67,328	\$69,253

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

# SALARY SCHEDULE "A" HOURLY EFFECTIVE JANUARY 1, 2024

	EFFECTIVE JANUART 1, 2024		
Pay Class	Job Classification	1 <sup>st</sup> Year	2 <sup>nd</sup> Year
1AA	Major Facility Cashier (Perm)	\$17.43 \$36,075	
*1A	Caretaker (Non Fireman's) Cleaner - City Hall Labourer* Sanitary Landfill Attendant*	\$20.82 \$43,092	\$24.95 \$51,640
1B	Aquatic Training Specialist  Caretaker II  Equipment Operator I  Hydrant Serviceperson  Semi Skilled Labourer  Truck Helper (Mechanical Packer)  Waste Water Treatment Operator (Training)	\$25.32 \$52,405	\$26.01 \$53,834
1C	Cemeterian I Equipment Operator II Facilities Operator I Fuel Truck Operator Horticulturist I Irrigation Worker I Lead Caretaker ** Utilityperson Wastewater Treatment Op I	\$26.01 \$53,834	\$26.68 \$55,220
1D	Asphalt Raker Certified Wastewater Operator I Pavement Saw Operator Serviceman Skilled Labourer Tandem Truck Operator Traffic Marker Truck Driver (Sewer and Water)	\$26.68 \$55,220	\$27.38 \$56,669
1E	Container Maintenance Repairperson Forester I Formsetter Sign Shop Worker Small Cold Planer Operator Tradesperson 1 - Mechanical Traffic Underground Installer	\$27.38 \$56,669	\$28.21 \$58,387
1F	Assistant Operator Automated Side Loader Operator	\$28.21 \$58,387	\$28.89 \$59,794

City Hall Building Operator

**Equipment Operator III** Horticulturist II Hydrant Repairperson **Lift Station Maintenance Operator** Mechanical Side Loader Operator Nursery Worker II Saw Operator - Concrete Services Solid Waste Truck Operator Traffic Detours/Restriction Controller Traffic Sign Fabricator Water & Sewer Construction Pipelayer Water Supply Maintenance Repairperson 1G Asphalt Plant Operator \$28.89 \$29.73 Block & Brick Layer \$59,794 \$61,533 Cemetarian II \*\* Equipment Operator IV Leadperson \*\* Maintenance Repairperson (Facilities) Manhole Builder Sewerjet/Hydrovac Operator Tire Repairperson Trades 1 - Emergency Services Unit Trades 1 - Sewer Services Tradesperson I 1H **Building & Yard Maintenance Operator** \$29.73 \$30.59 Container Capital Program Leadperson \*\* \$61,533 \$63,313 Container Maintenance Leadperson \*\* Crew Lead, Roadway Operations (Op. III Exception) \*\* Crew Lead, Traffic Operations \*\* Crew Lead, Traffic Pavement Marking \*\* Crew Lead I - Landscape Trades \*\* Crew Lead I - Parks Maintenance \*\* Foreperson I \*\* Greenskeeper \*\* Horticulturist III \*\* Irrigation Worker II Leadperson - Facilities Operations \*\* Leadperson - Pest Control \*\* Maintenance Repairperson - Pools and Rinks Maintenance Welder Nursery Worker III Weed Inspector 11 Crew Lead, Landfill \*\* \$30.59 \$31.39 Crew Lead, Meters \*\* \$63,313 \$64,969 Crew Lead, Roadway Operations \*\*

### **Crew Lead, Sewer Top Repairs**

Crew Lead, Solid Waste Collection \*\*

Foreman, Landfill \*\*

Forester II

## Hydrant Specialist \*\*

Landscape Construction Technician

	Editabapo Cortottadalori Toominalari		
	Maintenance Operator		
1J	Crew Lead, Asphalt Plant **	\$31.39	\$32.11
	Crew Lead, Asphalt Screed **	\$64,969	\$66,459
	Crew Lead, Cold Planer **		
	Crew Lead, Concrete Services **		
	Crew Lead, Grade Finisher **		
	Crew Lead, Mains and Valves **		
	Crew Lead, Mudjacking **		
	Crew Lead, Water and Sewer Construction **		
	Crew Lead II, Parks Maintenance **		
	Electronics Technician (Local 21)		
	Leadperson, O.S.S./Parks District **		
	Mechanical Helper - Preventative Maintenance		
1K	Arborist **	\$32.11	\$33.18
	Crew Lead II, Landscape **	\$66,459	\$68,673
	Irrigation Worker III **		
	Senior Maintenance Operator		
	Small Tools & Equipment Specialist		
1L	Pest Control Technician **	\$33.18	\$34.13
		\$68,673	\$70,640

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

# SALARY SCHEDULE "A" EFFECTIVE JANUARY 1, 2022

Pay Class	Ich Classification	4-4-	2nd	On al Marian	40-37
Class	Job Classification	1st Year	Year	3rd Year	4th Year
2A	Assistant Financial Operational Administrator Engineering Assistant I Warehouse Associate I Weigh Scale Attendant	\$22.44 \$46,445	\$23.20 \$48,018	\$24.06 \$49,798	\$24.96 \$51,660
2B	Stock Clerk II Technical Assistant - TSC Weigh Scale Attendant II	\$23.20 \$48,018	\$24.06 \$49,798	\$24.96 \$51,660	\$25.88 \$53,564
2C	Equipment Clerk Traffic Operations Assistant Warehouse Associate II Water Attendant	\$24.06 \$49,798	\$24.96 \$51,660	\$25.88 \$53,564	\$26.77 \$55,407
2D	Administration Clerk ** Engineering Assistant II Operational Services Representative Route Maintenance Worker Survey Assistant	\$24.96 \$51,660	\$25.88 \$53,564	\$26.77 \$55,407	\$27.79 \$57,518
2E	Air Quality Specialist CCTV Sewer Camera Operator Engineering Assistant II, Solid Waste Financial Operational Administrator Fleet Maintenance Service Advisor Inventory Controller Journeyperson - Parts Sales and Salvage Officer Scheduling Officer Source Control Inspector	\$25.88 \$53,564	\$26.77 \$55,407	\$27.79 \$57,518	\$28.81 \$59,629
2F	Engineering Assistant III Fuel System Officer Program Development Administrator Swimming Pool Technician	\$26.77 \$55,407	\$27.79 \$57,518	\$28.81 \$59,629	\$29.89 \$61,864
2G	Crew Lead, Traffic Underground ** Engineering Inspector Equipment Coordinator ** Foreperson II ** Laboratory Analyst Materials Coordinator Materials Technician I Operator Program Specialist - Adaptive Services **	\$27.79 \$57,518	\$28.81 \$59,629	\$29.89 \$61,864	\$30.94 \$64,037

Program Specialist – Social Inclusion \*\* Senior Scheduling Officer \*\*

Foreperson II, Major Facilities \*\*

2H	Cemeterian III ** Development Assistant Drainage Control Inspector Forestry Technician ** Geomatics Technician I Neighbourhood Centre Programmer ** Senior Greenskeeper ** Source Control Coordinator ** Subdivision Inspector Survey Technician Water Meter Shop Foreperson **	\$28.81 \$59,629	\$29.89 \$61,864	\$30.94 \$64,037	\$32.12 \$66,480
21	Electrician - STP Engineering Assistant IV Environmental Technologist Field Services Representative Fleet Management Technologist Journeyperson - Carpenter Journeyperson - Electrician Journeyperson - Industrial Mechanic Journeyperson - Mechanic Journeyperson - Painter/Decorator Journeyperson - Plumber/Gasfitter Journeyperson - Refrigeration/AC Mechanic Journeyperson - Welder Lead Operator Technologist Tradesperson II - Plumber/X Connection Control Inspector Traffic Signal Control Electrician Traffic Signal Control Technician Traffic Signal Systems Technician	\$29.89 \$61,864	\$30.94 \$64,037	\$32.12 \$66,480	\$33.28 \$68,880
2J	Community Consultant ** Coordinator, Financial Operational Administrator Coordinator, Water and Sewer ** Coordinator, Water and Sewer Construction ** Crew Lead, Fleet Maintenance ** Crew Lead, Heavy Equipment ** Crew Lead, Heavy Truck ** Crew Lead, Lift Station Maintenance ** Crew Lead, Light Fleet ** Crew Lead, Traffic Electrical ** Crew Lead, Traffic Technical Operations ** Crew Lead, Water Supply Maintenance ** Engineering Technologist Engineering Technologist	\$30.94 \$64,037	\$32.12 \$66,480	\$33.28 \$68,880	\$34.61 \$71,633

Geomatics Technician

Horticulture Extension Officer \*\*

Horticulture Technician

#### Maintenance & Repair Technician

Program Specialist - Aquatics \*\*

Program Specialist - Fieldhouse \*\*

Program Specialist - Fitness \*\*

Water & Sewer Technical Coordinator

### 2K Centre Administrator- NBCAC \*\*

\$32.12 \$33.28 \$34.61 \$35.94 \$66,480 \$68,880 \$71,633 \$74,386

**Civil Engineering Technologist** 

Coordinator, Roadways Operations \*\*
Electrical Technician

Electrical/Instrumentation Journeyperson

**Engineering Assistant V** 

Entomology Research Analyst \*\*

Field Engineering Technologist

#### Foreperson, Painter/Decorator \*\*

Infrastructure & Planning Technologist

Program Specialist - Sportsplex \*\*

Roadways Project Coordinator

Senior Laboratory Analyst

Solid Waste Technologist

Technologist II

Traffic Signals Systems Analyst

Traffic Technologist

# 2L City Hall Foreperson - Facilities Operations \*\* Coordinator, Locates \*\*

\$33.28 \$34.61 \$35.94 \$37.39 \$68,880 \$71,633 \$74,386 \$77,387

Coordinator, Trades - Fleet Mechanical

**Environmental Engineering Technologist** 

Facilities Maintenance Coordinator \*\*

Foreperson, Facilities Operations \*\*

**Project Coordinator - Trades** 

Trades Coordinator \*\*

Traffic Operations Coordinator \*\*

Traffic Signal Coordinator \*\*

Water System Coordinator

# SALARY SCHEDULE "A" EFFECTIVE JULY 1, 2022

Pay	1.501 177 17	40126	0.434	ord M	445.4
Class	Job Classification	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year
2A	Assistant Financial Operational Administrator Engineering Assistant I Warehouse Associate I Weigh Scale Attendant	\$22.89 \$47,376	\$23.66 \$48,970	\$24.54 \$50,791	\$25.46 \$52,695
2B	Stock Clerk II Technical Assistant - TSC Weigh Scale Attendant II	\$23.66 \$48,970	\$24.54 \$50,791	\$25.46 \$52,695	\$26.40 \$54,641
2C	Equipment Clerk Traffic Operations Assistant Warehouse Associate II Water Attendant	\$24.54 \$50,791	\$25.46 \$52,695	\$26.40 \$54,641	\$27.31 \$56,524
2D	Administration Clerk ** Engineering Assistant II Operational Services Representative Route Maintenance Worker Survey Assistant	\$25.46 \$52,695	\$26.40 \$54,641	\$27.31 \$56,524	\$28.35 \$58,677
2E	Air Quality Specialist CCTV Sewer Camera Operator Engineering Assistant II, Solid Waste Financial Operational Administrator Fleet Maintenance Service Advisor Inventory Controller Journeyperson - Parts Sales and Salvage Officer Scheduling Officer Source Control Inspector	\$26.40 \$54,641	\$27.31 \$56,524	\$28.35 \$58,677	\$29.39 \$60,829
2F	Engineering Assistant III Fuel System Officer Program Development Administrator Swimming Pool Technician	\$27.31 \$56,524	\$28.35 \$58,677	\$29.39 \$60,829	\$30.49 \$63,106
2G	Crew Lead, Traffic Underground ** Engineering Inspector Equipment Coordinator ** Foreperson II ** Laboratory Analyst Materials Coordinator Materials Technician I Operator Program Specialist - Adaptive Services **	\$28.35 \$58,677	\$29.39 \$60,829	\$30.49 \$63,106	\$31.56 \$65,321

Program Specialist – Social Inclusion \*\* Senior Scheduling Officer \*\*

	Serior Scheduling Officer				
2H	Cemeterian III ** Development Assistant Drainage Control Inspector Forestry Technician ** Geomatics Technician I Neighbourhood Centre Programmer ** Senior Greenskeeper ** Source Control Coordinator ** Subdivision Inspector Survey Technician Water Meter Shop Foreperson **	\$29.39 \$60,829	\$30.49 \$63,106	\$31.56 \$65,321	\$32.76 \$67,804
21	Electrician - STP Engineering Assistant IV Environmental Technologist Field Services Representative Fleet Management Technologist Journeyperson - Carpenter Journeyperson - Electrician Journeyperson - Industrial Mechanic Journeyperson - Mechanic Journeyperson - Painter/Decorator Journeyperson - Plumber/Gasfitter Journeyperson - Refrigeration/AC Mechanic Journeyperson - Welder Lead Operator Technologist Tradesperson II - Plumber/X Connection Control Inspector Traffic Signal Control Electrician Traffic Signal Control Technician Traffic Signal Systems Technician	\$30.49 \$63,106	\$31.56 \$65,321	\$32.76 \$67,804	\$33.95 \$70,267
2J	Community Consultant ** Coordinator, Financial Operational Administrator Coordinator, Water and Sewer ** Coordinator, Water and Sewer Construction ** Crew Lead, Fleet Maintenance ** Crew Lead, Heavy Equipment ** Crew Lead, Heavy Truck ** Crew Lead, Lift Station Maintenance ** Crew Lead, Light Fleet ** Crew Lead, Traffic Electrical ** Crew Lead, Traffic Technical Operations ** Crew Lead, Water Supply Maintenance ** Engineering Technologist Foreperson II, Major Facilities **	\$31.56 \$65,321	\$32.76 \$67,804	\$33.95 \$70,267	\$35.30 \$73,061

Geomatics Technician

Horticulture Extension Officer \*\*

Horticulture Technician

Maintenance & Repair Technician

Program Specialist - Aquatics \*\*

Program Specialist - Fieldhouse \*\*

Program Specialist - Fitness \*\*

Water & Sewer Technical Coordinator

2K Centre Administrator- NBCAC \*\*

\$32.76 \$33.95 \$35.30 \$36.66 \$67,804 \$70,267 \$73,061 \$75,876

Coordinator, Roadways Operations \*\*

**Civil Engineering Technologist** 

Electrical Technician

Electrical/Instrumentation Journeyperson

Engineering Assistant V

Entomology Research Analyst \*\*

Field Engineering Technologist

Foreperson, Painter/Decorator \*\*

Infrastructure & Planning Technologist

Program Specialist - Sportsplex \*\*

Roadways Project Coordinator

Senior Laboratory Analyst

Solid Waste Technologist

Coordinator, Locates \*\*

Technologist II

Traffic Signals Systems Analyst

Traffic Technologist

2L City Hall Foreperson - Facilities Operations \*\*

\$33.95 \$35.30 \$36.66 \$38.14 \$70,267 \$73,061 \$75,876 \$78,939

Coordinator, Trades - Fleet Mechanical

**Environmental Engineering Technologist** 

Facilities Maintenance Coordinator \*\*

Foreperson, Facilities Operations \*\*

**Project Coordinator - Trades** 

Trades Coordinator \*\*

**Traffic Operations Coordinator \*\*** 

Traffic Signal Coordinator \*\*

Water System Coordinator

# SALARY SCHEDULE "A" EFFECTIVE MARCH 12, 2023

Pay	lab Charaification	4st Voor	Ord Veer	ard Voor	Ath Man-
Class	Job Classification	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year
2A	Assistant Financial Operational Administrator Engineering Assistant I Warehouse Associate I Weigh Scale Attendant	\$23.44 \$48,514	\$24.23 \$50,149	\$25.13 \$52,012	\$26.07 \$53,958
2B	Stock Clerk II Technical Assistant - TSC Weigh Scale Attendant II	\$24.23 \$50,149	\$25.13 \$52,012	\$26.07 \$53,958	\$27.03 \$55,945
2C	Equipment Clerk Traffic Operations Assistant Warehouse Associate II Water Attendant	\$25.13 \$52,012	\$26.07 \$53,958	\$27.03 \$55,945	\$27.97 \$57,890
2D	Administration Clerk ** Engineering Assistant II Operational Services Representative Route Maintenance Worker Survey Assistant	\$26.07 \$53,958	\$27.03 \$55,945	\$27.97 \$57,890	\$29.03 \$60,084
<b>2</b> E	Air Quality Specialist CCTV Sewer Camera Operator Engineering Assistant II, Solid Waste Financial Operational Administrator Fleet Maintenance Service Advisor Inventory Controller Journeyperson - Parts Sales and Salvage Officer Scheduling Officer Source Control Inspector	\$27.03 \$55,945	\$27.97 \$57,890	\$29.03 \$60,084	\$30.10 \$62,299
2F	Engineering Assistant III Fuel System Officer Program Development Administrator Swimming Pool Technician	\$27.97 \$57,890	\$29.03 \$60,084	\$30.10 \$62,299	\$31.22 \$64,617
2G	Crew Lead, Traffic Underground ** Engineering Inspector Equipment Coordinator ** Foreperson II ** Laboratory Analyst Materials Coordinator Materials Technician I Operator Program Specialist - Adaptive Services **	\$29.03 \$60,084	\$30.10 \$62,299	\$31.22 \$64,617	\$32.32 \$66,894

Program Specialist – Social Inclusion \*\* Senior Scheduling Officer \*\*

2H	Cemeterian III ** Development Assistant Drainage Control Inspector Forestry Technician ** Geomatics Technician I Neighbourhood Centre Programmer ** Senior Greenskeeper ** Source Control Coordinator ** Subdivision Inspector Survey Technician Water Meter Shop Foreperson **	\$30.10 \$62,299	\$31.22 \$64,617	\$32.32 \$66,894	\$33.55 \$69,439
21	Electrician - STP Engineering Assistant IV Environmental Technologist Field Services Representative Fleet Management Technologist Journeyperson - Carpenter Journeyperson - Electrician Journeyperson - Industrial Mechanic Journeyperson - Mechanic Journeyperson - Painter/Decorator Journeyperson - Plumber/Gasfitter Journeyperson - Refrigeration/AC Mechanic Journeyperson - Welder Lead Operator Technologist Tradesperson II - Plumber/X Connection Control Inspector Traffic Signal Control Electrician Traffic Signal Control Technician Traffic Signal Systems Technician	\$31.22 \$64,617	\$32.32 \$66,894	\$33.55 \$69,439	\$34.76 \$71,944
2J	Community Consultant ** Coordinator, Financial Operational Administrator Coordinator, Water and Sewer ** Coordinator, Water and Sewer Construction ** Crew Lead, Fleet Maintenance ** Crew Lead, Heavy Equipment ** Crew Lead, Heavy Truck ** Crew Lead, Lift Station Maintenance ** Crew Lead, Light Fleet ** Crew Lead, Traffic Electrical ** Crew Lead, Traffic Technical Operations ** Crew Lead, Water Supply Maintenance ** Engineering Technologist Foreperson II, Major Facilities **	\$32.32 \$66,894	\$33.55 \$69,439	\$34.76 \$71,944	\$36.15 \$74,821

Geomatics Technician

Horticulture Extension Officer \*\*

Horticulture Technician

Maintenance & Repair Technician

Program Specialist - Aquatics \*\*

Program Specialist - Fieldhouse \*\*

Program Specialist - Fitness \*\*

Water & Sewer Technical Coordinator

2K Centre Administrator- NBCAC \*\*

\$33.55 \$34.76 \$36.15 \$37.54 \$69,439 \$71,944 \$74,821 \$77,697

Civil Engineering Technologist
Coordinator, Roadways Operations \*\*

**Electrical Technician** 

Electrical/Instrumentation Journeyperson

Engineering Assistant V

Entomology Research Analyst \*\*

Field Engineering Technologist

Foreperson, Painter/Decorator \*\*

Infrastructure & Planning Technologist

Program Specialist - Sportsplex \*\*

Roadways Project Coordinator

Senior Laboratory Analyst

Solid Waste Technologist

Technologist II

Traffic Signals Systems Analyst

Traffic Technologist

2L City Hall Foreperson - Facilities Operations \*\*

\$34.76 \$36.15 \$37.54 \$39.06 \$71,944 \$74,821 \$77,697 \$80,843

Coordinator, Locates \*\*
Coordinator, Trades - Fleet Mechanical

**Environmental Engineering Technologist** 

Facilities Maintenance Coordinator \*\*

Foreperson, Facilities Operations \*\*

**Project Coordinator - Trades** 

Trades Coordinator \*\*

**Traffic Operations Coordinator \*\*** 

Traffic Signal Coordinator \*\*

Water System Coordinator

# SALARY SCHEDULE "A" EFFECTIVE JANUARY 1, 2024

Pay Class	Job Classification	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year
2A	Assistant Financial Operational Administrator Engineering Assistant I Warehouse Associate I Weigh Scale Attendant	\$23.91 \$49,487	\$24.71 \$51,143	\$25.63 \$53,047	\$26.59 \$55,034
2B	Stock Clerk II Technical Assistant - TSC Weigh Scale Attendant II	\$24.71 \$51,143	\$25.63 \$53,047	\$26.59 \$55,034	\$27.57 \$57,062
2C	Equipment Clerk Traffic Operations Assistant Warehouse Associate II Water Attendant	\$25.63 \$53,047	\$26.59 \$55,034	\$27.57 \$57,062	\$28.53 \$59,049
2D	Administration Clerk ** Engineering Assistant II Operational Services Representative Route Maintenance Worker Survey Assistant	\$26.59 \$55,034	\$27.57 \$57,062	\$28.53 \$59,049	\$29.61 \$61,285
2E	Air Quality Specialist CCTV Sewer Camera Operator Engineering Assistant II, Solid Waste Financial Operational Administrator Fleet Maintenance Service Advisor Inventory Controller Journeyperson - Parts Sales and Salvage Officer Scheduling Officer Source Control Inspector	\$27.57 \$57,062	\$28.53 \$59,049	\$29.61 \$61,285	\$30.70 \$63,541
2F	Engineering Assistant III Fuel System Officer Program Development Administrator Swimming Pool Technician	\$28.53 \$59,049	\$29.61 \$61,285	\$30.70 \$63,541	\$31.84 \$65,900
2G	Crew Lead, Traffic Underground ** Engineering Inspector Equipment Coordinator ** Foreperson II ** Laboratory Analyst Materials Coordinator Materials Technician I Operator Program Specialist - Adaptive Services **	\$29.61 \$61,285	\$30.70 \$63,541	\$31.84 \$65,900	\$32.97 \$68,239

Program Specialist - Social Inclusion \*\* Senior Scheduling Officer \*\*

2H Cemeterian III \*\* \$30.70 \$31.84 \$32.97 \$34.22 **Development Assistant** \$63,541 \$65,900 \$68.239 \$70,826 **Drainage Control Inspector** Forestry Technician \*\*

Geomatics Technician I

Neighbourhood Centre Programmer \*\*

Senior Greenskeeper \*\*

Source Control Coordinator \*\*

Subdivision Inspector

Survey Technician Water Meter Shop Foreperson \*\*

21 Electrician - STP \$31.84 \$32.97 \$34.22 \$35.46 Engineering Assistant IV \$65,900 \$68,239 \$70,826 \$73,392

**Environmental Technologist** 

Field Services Representative

Fleet Management Technologist

Journeyperson - Carpenter

Journeyperson - Electrician

Journeyperson - Industrial Mechanic

Journeyperson - Mechanic

Journeyperson - Painter/Decorator

Journeyperson - Plumber/Gasfitter

Journeyperson - Refrigeration/AC Mechanic

Journeyperson - Welder

**Lead Operator** 

Technologist

Tradesperson II - Plumber/X Connection Control

Inspector

Traffic Signal Control Electrician

Traffic Signal Control Technician

Traffic Signal Systems Technician

2J Community Consultant \*\* \$32.97 \$34.22 \$35.46 \$36.87 Coordinator, Financial Operational Administrator \$68,239 \$70,826 \$73,392 \$76,311

Coordinator, Water and Sewer \*\*

Coordinator, Water and Sewer Construction \*\*

Crew Lead, Fleet Maintenance\*\*

Crew Lead, Heavy Equipment \*\*

Crew Lead, Heavy Truck \*\*

Crew Lead, Lift Station Maintenance \*\*

Crew Lead, Light Fleet \*\*

Crew Lead, Traffic Electrical \*\*

Crew Lead, Traffic Technical Operations \*\*

Crew Lead, Water Supply Maintenance \*\*

**Engineering Technologist** 

Foreperson II, Major Facilities \*\*

Geomatics Technician

Horticulture Extension Officer \*\*

Horticulture Technician

Maintenance & Repair Technician

Program Specialist - Aquatics \*\*

Program Specialist - Fieldhouse \*\*

Program Specialist - Fitness \*\*

Water & Sewer Technical Coordinator

2K Centre Administrator- NBCAC \*\*
Civil Engineering Technologist

\$34.22 \$35.46 \$36.87 \$38.29 \$70,826 \$73,392 \$76,311 \$79,250

Coordinator, Roadways Operations \*\*

**Electrical Technician** 

Electrical/Instrumentation Journeyperson

Engineering Assistant V

Entomology Research Analyst \*\*

Field Engineering Technologist

Foreperson, Painter/Decorator \*\*

Infrastructure & Planning Technologist

Program Specialist - Sportsplex \*\*

Roadways Project Coordinator

Senior Laboratory Analyst

Solid Waste Technologist

Coordinator, Locates \*\*

Technologist II

Traffic Signals Systems Analyst

Traffic Technologist

2L City Hall Foreperson - Facilities Operations \*\*

\$35.46 \$36.87 \$38.29 \$39.84 \$73,392 \$76,311 \$79,250 \$82,458

Coordinator, Trades - Fleet Mechanical

**Environmental Engineering Technologist** 

Facilities Maintenance Coordinator \*\*

Foreperson, Facilities Operations \*\*

**Project Coordinator - Trades** 

Trades Coordinator \*\*

**Traffic Operations Coordinator \*\*** 

Traffic Signal Coordinator \*\*

Water System Coordinator

#### **SCHEDULE "B"**

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

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

#### B1. Overtime

- B1.1. 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.
- B1.2. Notwithstanding B1.1. hereof, casual employees under the 5/5/4 work week who are required to work in excess of eight (8) hours and 30 minutes in one (1) day or 42 hours and 30 minutes in one week, shall be paid at the rate of time and one-half for all hours so worked.

### B2. 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, they shall receive a minimum of three (3) hours pay at their regular rate of pay.

#### B3. Statutory Holidays

- B3.1. 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
  - Carlaua Day
  - Saskatchewan DayLabour Day
  - National Day for Truth and Reconciliation
  - 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.
- B3.2. 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.

#### B3.3. Holiday Held on Off Days

- B3.3.1. 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.
- B3.3.2. 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.
- B3.3.3. 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 they would be entitled to as wages, exclusive of overtime, for that day if that day were not a holiday.

#### B3.4. Work on Holidays

When an employee is required to work on a holiday they shall be paid, in addition to their regular wage or salary for that day, one and one-half (1½) times their regular rate of pay for each hour or part of an hour they are required to work on the day the holiday is observed by the City.

### B3.5. 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:

- B3.5.1. While in receipt of Workers' Compensation Benefits not supplemented by the City.
- B3.5.2. While on lay-off.
- B3.5.3. 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 *The Saskatchewan Employment Act*.

#### B4. Seniority

B4.1. Effective January 1, 2022 – June 30, 2023, seniority shall be acquired by an employee after 2,069 hours of accumulated service, as set out in Article 1.14.1. It being understood and agreed, seniority will not accumulate during any period of layoff. This clause shall expire on June 30, 2023 and be replaced with the following:

Effective July 1, 2023, seniority shall be acquired by an employee after a period of eighteen (18) months.

B4.2. An employee shall lose seniority, as acquired under B4.1. hereof, by reason of:

- B4.2.1. Resignation, except for voluntary resignation for purpose of attending a recognized education institute.
- B4.2.2. Dismissal for just cause.
- B4.2.3. No re-hire notice for just cause.
- B4.2.4. Absence from work without proper leave or reasonable cause.
- B4.2.5. When an employee has been notified to report for work in accordance with B5.3. hereof, and they fail to do so at the appointed time and place, they shall forfeit their right to further recall, unless their failure to so report is proven to have been occasioned by circumstances beyond their control or unless they refused short term employment during a period of seasonal lay off. Failing such proof, their failure to report to work shall be considered on their part as a voluntary severance of their employment with the City of Regina.
- B4.2.6. Continuous lay-off for a period of 12 consecutive months.
- B4.3. Branch, department and divisions for the purposes of this schedule shall follow the current organizational structure except as follows:

Parks, Recreation & Cultural Services Department:

- Community & Recreation Programs\*
- Open Space Services\*
- Parks Maintenance & Cemeteries\*
- Planning & Partnerships\*
- Sports Facilities & Special Events\*

#### B5. Recall

- B5.1. The principle of branch seniority shall be applied for purpose of recall and employees shall be recalled to the branch where they accumulated the majority of hours in the preceding 12 months, in order of their seniority provided they possess the qualifications and ability to perform the work which is available.
- B5.2. B5.2.1. Except as outlined under B5.2.2., B5.5., and B6.2. hereof employees covered by this schedule shall not have bumping rights, vis-à-vis, casual employees in other branches.
  - B5.2.2. Notwithstanding B5.2.1. 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 their branch, the following will be enacted:
    - B5.2.2.1. The employee will be placed on the recall list of other branches within their division, positioning in which will be in line with their

<sup>\*</sup>Please refer to Letters of Understanding which provide further details impacting these branches.

- seniority, and recalled in accordance with further recalls to that branch.
- B5.2.2.2. Should, after being so placed as in B5.2.2.1. above, the employee not be recalled within three (3) weeks from the commencement date of recall in that branch, they will be placed in another branch within their division or, failing so, will be allowed to bump the most junior employee in the branch, failing that then the department, then the division, and failing that the bargaining unit, whose job they are able to perform without training, provided of course that they have greater seniority than the employee they wish to bump.
- B5.2.2.3. It is understood that when an employee transfers from one branch to another as provided in B5.2.2.1. or B5.2.2.2. above, they will transfer their accumulated seniority with them.
- B5.3. 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 Human Resources.
- B5.4. It shall be the responsibility of each employee to notify Human Resources of any changes in their home address and telephone number.
- B5.5. Casual employees directly affected by re-organization or technological change will be placed in other branches or, failing so, may exercise bumping rights within the department, failing that the division, 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.
- B5.6. B5.6.1. Employees with seniority who are not recalled to work in accordance with B5.1. or B5.2. hereof, will be given consideration for employment in other applicable divisions ahead of applicants from outside the City, provided they possess the necessary qualifications and ability to perform the work which is available.
  - B5.6.2. It is understood that in the event an employee is placed from one branch to another provided for in B5.6.1. above, the employees shall have all accumulated seniority transferred to the new branch on December 31 or the last working day of the year.
  - B5.6.3. Employees who are recalled or placed within another branch will not have the option of returning to their original branch.

#### B6. Layoff or Termination Notice

B6.1. The principle of branch seniority shall be applied for the purposes of lay-off and employees shall be laid off in their branch in the reverse order of their seniority, except where the employee possesses the qualifications and ability for the

# work which is available. The City will notify the Union when this happens and the reason for it.

- B6.2. Notwithstanding B6.1. hereof, employees with seniority who may be subject to layoff during the period from April 15 to September 30 and who have not acquired a
  minimum of 800 hours employment in the preceding 12-month period, may exercise
  bumping rights over other employees within their division who have no seniority,
  provided they possess the qualifications and ability to perform the work which is
  available.
- B6.3. Notwithstanding B6.1. or B6.2. hereof, all employees covered under this Schedule shall be entitled to receive notice of lay-off in accordance with the provisions of *The Saskatchewan Employment Act*.
- B6.4. 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.

# B7. 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 branch concerned.

# B8. Annual Vacation

Annual vacation shall be provided to employees who are covered by this agreement in accordance with the provisions of *The Saskatchewan Employment Act* and any subsequent amendments. Effective January 1, 2020, all earned vacation pay will be placed in a vacation money bank at the rate that the vacation is earned. The employee can access this money, on request, by indicating on their timesheet prior to the cut-off date, the dollar amount requested. This money will be included with any current earnings on the applicable pay period. Any monies in the vacation money bank will be paid out to the employee on the last pay period following their last day of work or December 31 annually, whichever period comes first.

## B9. 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.

## B10. Transfers

- B10.1. Casual employees with seniority who wish to transfer from one branch/department/division to another must complete a "Request to Transfer" application which is available in Human Resources and is to be returned to Human Resources upon completion. Only one transfer application form is **permitted that identifies a maximum of four (4) branches.**
- B10.2. Unsuccessful requests to transfer will be purged annually. Therefore, employees must apply during the intake period of November 15 to December 31 each year if they wish to be considered for a transfer for the following calendar year.

The closing date for making application to transfer will be December 31 each year (or the working day immediately prior to December 31 in the event the 31 is an earned day off, Saturday, or Sunday). Seniority hours used in making transfer selections will also be based on the December 31 date.

- B10.3. Human Resources will provide CUPE Local 21 with a copy of the Employees' Requests to Transfer. Human Resources will provide ongoing notice to CUPE Local 21 of successful transfers.
- B10.4. When a branch has exhausted its recall list and requires additional employees, those employees who have requested a transfer to that branch will be transferred in order of seniority provided they possess the qualifications and ability to perform the work which is available.
- B10.5. The seniority of an employee who transfers from one branch to another under this Article shall not be recognized in the new branch until December 31 of the year the transfer occurs.
- B10.6. Employees, who are granted a transfer from one branch to another, do not have a right to revert to the original branch except as provided for in this Article.

  Notwithstanding B5.1., future recalls will be to the new branch. An employee, who is not recalled to their new branch in the year following the transfer, will have the right to revert to the original branch with all accumulated seniority.
- B10.7. Employees will be limited to one transfer per 12-month period. Upon a successful transfer, any outstanding requests to transfer will be removed.
- B10.8. Upon mutual agreement between the Union and the City, an employee shall be able to revert to their former position, without prejudice, within the current year of their transfer. They shall not regain full seniority, as restricted in this Article, until December 31 of the year of reversion. They shall also be restricted from reapplying to transfer to this same division for the next calendar year.

#### B11. Pension Plan

- B11.1. The pension plan in respect of members of the Union who have acquired **2,069** hours of accumulated service, as set out in Article 1.14.1 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.
- B11.2. 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.
- B11.3. The Union shall form a Pension Advisory Committee as specified under *The Pension Benefit Act of Saskatchewan* to meet with the Administrative Board on a regular basis.

B11.4. 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.

#### B12. Sick Leave

B12.1. 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 **1,828** hours may be accumulated. "Regular hours" for the purpose of this clause shall mean all hours worked for which overtime is not payable.

Employees are entitled to payment for absence from work due to sickness, to the extent sick leave credits have been earned. Rate of pay shall be the last rate paid to the employee prior to the sickness.

- B12.2. 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.
- B12.3. 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.
- B12.4. 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 their 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 their 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 their 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.

- B12.5. 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.
- B12.6. Every employee who absents themself from work on account of sickness shall, wherever possible, notify their branch prior to the commencement of their 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.

- B12.7. In the event an employee loses seniority, in accordance with B4.2., all sick leave will be cancelled.
- B12.8. Sick credits shall not be utilized during a period of layoff or to extend the date of layoff.
- B12.9 Casual employees who are appointed to a permanent position shall retain their sick leave accumulation.

#### B13. Bereavement Leave

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.

This clause will expire on June 30, 2023, and be replaced with the following effective July 1, 2023:

Where a casual employee with 2,069 regular hours ("regular hours" for the purpose of this clause shall mean all hours worked for which overtime is not payable) worked suffers a death in the family, bereavement leave shall be provided as follows:

- B13.1. Five (5) consecutive working days of bereavement leave with pay for a death in the employee's immediate family. Immediate family shall mean spouse, child, mother, father, legal guardian, sister, brother or equivalent step relationship.
- B13.2. Three (3) consecutive working days of bereavement leave with pay for a death in the employee's extended family. Extended family shall mean mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, grandchild, common-law spouse's extended family or equivalent step relationship.
- B13.3. Where there is a death of a significant relationship comparable to those listed in B13.1. and B13.2., the employee may be granted an equivalent time off at the approval of the Director.
- B13.4. Employees who suffer the death of a close friend may be granted up to one (1) day at the approval of the Director of the Department.
- B13.5. For funerals held outside the City, an additional day of paid bereavement leave may be granted at the approval of the Director of the Department.
- B13.6. Notwithstanding the above, an employee may utilize up to two (2) days of bereavement leave set out in B13.1.1., B13.1.2., B13.1.3. to be taken within

one (1) year following the initial leave, for deferred ceremonies at the approval of the Director of the Department.

#### B14. Special Leave

"Special Leave of Absence" with pay shall be granted to casual employees who have sick credits at the discretion and with the approval of the Branch Manager for reasons such as pressing emergency, bereavement in excess of three (3) days or compassionate cause. One-half (1/2) day leave of absence shall be granted to an employee to act as pallbearer at a funeral and additional leave, if required, may be granted at the discretion of the Branch Manager. 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 foregoing reasons.

#### B15. Group Life Insurance

B15.1. 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 1.14.1. – \$15,000 coverage.

Employees with over 10,000 hours of service as set out in Article 1.14.1. – \$40,000 coverage.

- B15.2. Premiums to cover the 12 months following recall shall be collected from the employee during the first four pay periods after June 1 or if the employee is recalled to employment after June 1, in the four initial pay periods following commencement of employment.
- B15.3. 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

		Effective	Effective	Effective	Effective
Pay Class	Job Classification	January 1, 2022	July 1, 2022	March 12, 2023	January 1, 2024
		****	<b>^</b> 4	<b>.</b>	<b>*</b>
3A	Cashier	\$14.95	\$15.25	\$15.62	\$15.93
	Childcare Attendant	\$14.95 \$14.05	\$15.25	\$15.62	\$15.93
	Facility Attendant Outdoor Pool Cashier	\$14.95 \$14.95	\$15.25 \$15.25	\$15.62 \$15.62	\$15.93 \$15.93
	Recreation Program Worker	\$14.95 \$14.95	\$15.25 \$15.25	\$15.62	\$15.93
	Traffic Counter	\$14.95	\$15.25	\$15.62	\$15.93
3B	Major Facility Cashier	\$16.36	\$16.69	\$17.09	\$17.43
	Program Leader	\$16.36	\$16.69	\$17.09	\$17.43
3C	Facility Supervisor	\$17.50	\$17.85	\$18.28	\$18.65
	Program Supervisor	\$17.50	\$17.85	\$18.28	\$18.65
	Program Technician	\$17.50	\$17.85	\$18.28	\$18.65
3C*	Lifeguard/Instructor I	\$17.50	\$17.85	\$20.93	\$21.35
3D	Lifeguard/Instructor II	\$19.19	\$19.57	\$21.98	\$22.42
3F*	Lead Guard	\$21.44	\$21.87	\$24.06	\$24.54
	*** New Lifeguard LOU effective March 12, 2023				
3E	Art Preparator	\$21.44	\$21.87	\$22.39	\$22.84
	Indigenous Recreation Worker	\$21.44	\$21.87	\$22.39	\$22.84
	Program Coordinator	\$21.44	\$21.87	\$22.39	\$22.84
	Youth Recreation Worker	\$21.44	\$21.87	\$22.39	\$22.84
	Youth Strategy Coordinator	\$21.44	\$21.87	\$22.39	\$22.84
	Casual Labourer rates applicable to employees 2006	s hired befo	ore Jan 1,		
3F	Casual Labourer – Step 1	\$18.28	\$18.65	\$19.10	\$19.48
	Casual Labourer – Step 2	\$21.91	\$22.35	\$22.89	\$23.35
	Casual Labourer rates applicable to employees 2006	s hired afte	r Jan 1,		
3F	Casual Labourer – Step 1	\$16.92	\$17.26	\$17.67	\$18.02
	Casual Labourer – Step 2	\$18.05	\$18.41	\$18.85	\$19.23

#### **SCHEDULE "C"**

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

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

#### C1. Hours of Work

- C1.1. 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 42 hours and 30 minutes and one (1) week of 34 hours in a three (3) week period with one-half (1/2) hour for the luncheon period under the following conditions:
  - C1.1.1 Employees would receive an earned day off in a three (3) week period.
  - C1.1.2. 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.
  - C1.1.3. There shall be no banking of earned days off except under special circumstances and with the approval of the Director of the Department.

## C2. Employees Performing Superior Duties

- C2.1. When an employee is required to substantially perform the duties of a higher paid position temporarily, they shall be paid the minimum salary which has been established for such higher paid position for such time as they perform the duties thereof, provided this minimum shall be at least seven (7) cents per hour above their regular rate. If this minimum is equal to or less than their regular rate, they shall be paid at the step in the range of the higher paid position which is at least seven (7) cents per hour above their regular rate.
- C2.2. When an employee is required to replace the incumbent of any one (1) higher paid decertified position, they shall be paid an additional amount equal to 10% of their normal rate of pay.

This clause will expire on December 31, 2023, and be replaced with the following effective January 1, 2024:

- C2.2. When an employee is required to replace the incumbent of any one (1) higher paid decertified position, they shall be paid at the minimum rate of the higher paid position or an additional amount equal to 10% of their 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.
- C2.3. 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 branch in which the substitution is to be made.

C2.4. 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, 2022

_	EFFECTIVE JA	-			_	
Pay		1st	2nd	3rd	4th	5th
Class	Job Classification	Year	Year	Year	Year	Year
4A	Supervisor, Asphalt Plant	\$31.62	\$33.58	\$35.51	\$37.45	\$39.38
4/1	Supervisor, Aspiral Frank Supervisor, Central Stores, Salvage &	φ31.02	Ψ00.00	ψ55.51	<b>ф</b> 07.43	ψ <b>.</b> 39.30
	Fuel	\$65,445	\$69,501	\$73,496	\$77,511	\$81,506
		<b>Φ</b> 00,440	φυ <del>υ</del> ,υυ ι	φ73,490	φ//,υ!Ι	фо 1,500
	Supervisor, Fleet Stores					
	Supervisor, Horticulture Services					
	Supervisor, Irrigation Services					
	Supervisor, Parks Maintenance					
	•					
4B	Assistant Superintendent	\$33.23	\$35.25	\$37.33	\$39.25	\$41.34
40	•					
	Supervisor, Field Operations	\$68,777	\$72,958	\$77,263	\$81,237	\$85,562
	Supervisor, Geomatics Services					
	Supervisor, Golf Courses					
	Supervisor, Infrastructure Services					
	Supervisor, Landfill Operations					
	Supervisor, Lift Station Operations					
	Supervisor, Neighbourhood Centres					
	Supervisor, Parks Development					
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	Supervisor, Pest Control					
	Supervisor, Roadways					
	Supervisor, Sewage Collection					
	Supervisor, Solid Waste Collection					
	Supervisor, Sports Facilities					
	Supervisor, STP Operations					
	Supervisor, Survey					
	· · · · · · · · · · · · · · · · · · ·					
	Supervisor, Technology Applications					
	Supervisor, Traffic Signals Trades					
	Supervisor, Underground Maintenance					
	Supervisor, Water Distribution					
	Supervisor, Water Supply					
	11.7					
4C	Supervisor, Chemist	\$34.70	\$36.90	\$38.99	\$41.14	\$43.24
40	·	\$71,819	\$76,373			\$89,495
	Supervisor, Development Services	φει,σιθ	φ/0,3/3	A00,099	<b>ФОО, 149</b>	φ09,490
	Supervisor, Leisure Centres					
	Supervisor, Testing Lab and Field					
	Services					
	Supervisor, Urban Forestry					
4D	Superintendant, Roadways Operations	\$36.32	\$38.51	\$40.71	\$42.91	\$45.15
	· · · · · · · · · · · · · · · · · · ·	\$75,172	\$79,705	\$84,259	\$88,812	\$93,448
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## SALARY SCHEDULE "C" EFFECTIVE JULY 1, 2022

	EFFECTIVE	JULY 1, 2022				
Pay			2 <sup>nd</sup>			
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, Asphalt Plant	\$32.25	\$34.25	\$36.22	\$38.20	\$40.17
7/	Supervisor, Central Stores, Salvage &	<b>\$52.20</b>	Ψ04.20	ψ00.ZZ	ψ50.20	φ40.17
	Fuel	\$66,749	\$70,888	\$74,965	\$79,064	\$83,141
		φου, <i>ι</i> <del>4</del> 8	Ψ10,000	ψ14,800	Ψ19,004	φου, 14 1
	Supervisor, Fleet Stores					
	Supervisor, Horticulture Services					
	Supervisor, Irrigation Services					
	Supervisor, Parks Maintenance					
4B	Assistant Superintendent	\$33.89	\$35.96	\$38.08	\$40.04	\$42.17
	Supervisor, Field Operations	\$70,143	\$74,427	\$78,815	\$82,872	\$87,280
	Supervisor, Geomatics Services	4.0,0	¥ · · · , · · – ·	<b>4</b> ,-,-	<b>v</b> , - · · -	70.,=00
	Supervisor, Golf Courses					
	Supervisor, Infrastructure Services					
	·					
	Supervisor, Landfill Operations					
	Supervisor, Lift Station Operations					
	Supervisor, Neighbourhood Centres					
	Supervisor, Parks Development					
	Supervisor, Pest Control					
	Supervisor, Roadways					
	Supervisor, Sewage Collection					
	Supervisor, Solid Waste Collection					
	Supervisor, Sports Facilities					
	Supervisor, STP Operations					
	Supervisor, Survey					
	Supervisor, Technology Applications					
	Supervisor, Traffic Signals Trades					
	Supervisor, Underground Maintenance					
	Supervisor, Water Distribution					
	• •					
	Supervisor, Water Supply					
4C	Supervisor, Chemist	\$35.39	\$37.64	\$39.77	\$41.96	\$44.10
	Supervisor, Development Services	\$73,248	\$77,904	\$82,313	\$86,846	\$91,275
	Supervisor, Leisure Centres					
	Supervisor, Testing Lab and Field					
	Services					
	Supervisor, Urban Forestry					
4D	Superintendant, Roadways Operations	\$37.05	\$39.28	\$41.52	\$43.77	\$46.05
7U	Superintendent, readways Operations	\$76,683	\$81,299	\$85,935	\$90,592	\$95,311
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## SALARY SCHEDULE "C" EFFECTIVE MARCH 12, 2023

Davi	EFFECTIVE N	MARCH 12,				
Pay Class	Joh Classification	401.7	2 <sup>nd</sup>			
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, Asphalt Plant Supervisor, Central Stores, Salvage &	\$33.02	\$35.07	\$37.09	\$39.12	\$41.13
	Fuel	\$68,342	\$72,585	\$76,766	\$80,968	\$85,128
	Supervisor, Fleet Stores					
	Supervisor, Horticulture Services					
	Supervisor, Irrigation Services					
	Supervisor, Parks Maintenance					
4B	Assistant Superintendent	\$34.70	\$36.82	\$38.99	\$41.00	\$43.18
	Supervisor, Field Operations	\$71,819	\$76,207	\$80,699	\$84,859	\$89,371
	Supervisor, Geomatics Services	•	,	*,	¥ - 1,000	400,011
	Supervisor, Golf Courses					
	Supervisor, Infrastructure Services					
	Supervisor, Landfill Operations					
	Supervisor, Lift Station Operations					
	Supervisor, Neighbourhood Centres					
	Supervisor, Parks Development					
	Supervisor, Pest Control					
	Supervisor, Roadways					
	Supervisor, Sewage Collection					
	Supervisor, Solid Waste Collection					
	Supervisor, Sports Facilities					
	Supervisor, STP Operations					
	Supervisor, Survey					
	Supervisor, Technology Applications					
	Supervisor, Traffic Signals Trades					
	Supervisor, Underground Maintenance					
	Supervisor, Water Distribution					
	Supervisor, Water Supply					
4C	Supervisor, Chemist	\$36.24	\$38.54	\$40.72	\$42.97	\$45.16
	Supervisor, Development Services	\$75,007		\$84,279	\$88,936	\$93,469
	Supervisor, Leisure Centres	4.0,00	*, •, • •	ΨΦ 1,Ε.1 Ο	400,000	φου, του
	Supervisor, Testing Lab and Field					
	Services Supervisor, Urban Forestry					
	Cupervisor, Orban i Orestry					
4D	Superintendant, Roadways Operations	\$37.94	\$40.22	\$42.52	\$44.82	\$47.16
	,, 2 2 12 27 30000	\$78,525	\$83,244	\$88,005	\$92,765	\$97,608
		- · - ,	, ,	700,000	702,700	407,000

## SALARY SCHEDULE "C" EFFECTIVE JANUARY 1, 2024

Pay Class	Job Classification	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	5 <sup>th</sup> Year
4A	Supervisor, Asphalt Plant	\$33.68	\$35.77	\$37.83	\$39.90	\$41.95
	Supervisor, Central Stores, Salvage & Fuel	\$69,708	\$74,034	\$78,298	\$82,582	\$86,825
	Supervisor, Fleet Stores					
	Supervisor, Horticulture Services					
	Supervisor, Irrigation Services					
	Supervisor, Parks Maintenance					
4B	Assistant Superintendent	\$35.39	\$37.56	\$39.77	\$41.82	\$44.04
40	Supervisor, Field Operations	\$73,248	\$77,739	\$82,313	\$86,556	\$91,151
	Supervisor, Geomatics Services	• · · · • · · · · · · · · · · · · · · ·	,	,,	. ,	•
	Supervisor, Golf Courses					
	Supervisor, Infrastructure Services					
	Supervisor, Landfill Operations					
	Supervisor, Lift Station Operations					
	Supervisor, Neighbourhood Centres					
	Supervisor, Parks Development					
	Supervisor, Pest Control					
	Supervisor, Roadways					
	Supervisor, Sewage Collection					
	Supervisor, Solid Waste Collection					
	Supervisor, Sports Facilities					
	Supervisor, STP Operations					
	Supervisor, Survey					
	Supervisor, Technology Applications					
	Supervisor, Traffic Signals Trades					
	Supervisor, Underground Maintenance					
	Supervisor, Water Distribution					
	Supervisor, Water Supply					
4C	Supervisor, Chemist	\$36.96	\$39.31	\$41.53	\$43.83	\$46.06
40	Supervisor, Development Services	\$76,497	\$81,361	\$85,956	\$90,716	\$95,332
	Supervisor, Leisure Centres	***,	<b>, ,</b>	• •		
	Supervisor, Testing Lab and Field Services					
	Supervisor, Urban Forestry					
4D	Superintendant, Roadways Operations	\$38.70	\$41.02	\$43.37	\$45.72	\$48.10
40	Superintendant, i toadwaya Operationa	\$80,098	\$84,900	\$89,764	\$94,628	\$99,554

## APPENDIX A - CLOTHING

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

CLASSIFICATION	CLOTHING INITALLY PROVIDED	CLOTHING REPLACED THEREAFTER
readinate of transportation		
Traffic Operations - Parking Meter	<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 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
- 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)
- Tar Kettle Person (Per Crew) - Crack Sealing Crew	- 1 Pair of Coveralls	- As Required (turn-in basis)
Roadways - Equipment Operator III - Equipment Operator IV - Formsetter	- 2 Pairs of Coveralls	- As Required (turn-in basis)
Material Testing & Quality Control - All Employees	- 2 Smocks - Summer and Winter Gloves/Mitts	- As Required (turn-in basis)
- All Employees	- Summer and Winter Gloves/Mitts	- As Required (turn-in basis)
Water Works		
Water Meter Shop - All Employees	<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 Summer Cap (baseball type)</li> <li>- 1 Winter Cap (fur or toque)</li> <li>- Summer and Winter Gloves/Mitts</li> <li>- 2 Pairs of Coveralls</li> <li>- 1 Overcoat or Parka</li> <li>- Summer and Winter Gloves/mitts</li> </ul>	- Per Annum  - As Required (turn-in basis) - Every 3 Years
- All Employees		- As Required (turn-in basis)
Water Operations / Water & Sewer Construction / Sewer & Drainage Operations / Water & Sewer Engineering - All Employees - Control Room Operators – Farrell Pumping Station	- 2 Pairs of Coveralls - Summer and Winter Gloves/Mitts - Rubber Boots - Water Repellent Jackets and Pants - 4 Smocks	- As Required (turn-in basis)
- All Employees	- Summer and Winter Gloves/Mitts	- As Required (turn-in basis)

CLASSIFICATION	CLOTHING INITALLY PROVIDED	CLOTHING REPLACED THEREAFTER
Solid Waste		
- Utilityperson/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 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	- Raincoats	- As Required (turn-in basis)
Environmental Engineering - Technologists	- 2 Smocks	- As Required (turn-in basis)
- All Employees	- 2 Pairs of Coveralls - Summer and Winter Gloves/Mitts	- As Required (turn-in basis)
Planning & Development		
Inspection - All Employees	- 2 Pairs of Coveralls - Summer and Winter Gloves/Mitts - Rubber Boots - Water Repellent Jackets and Pants	- As Required (turn-in basis)
Development - All Employees	<ul><li>2 Pairs of Coveralls</li><li>Summer and Winter Gloves/Mitts</li><li>Rubber Boots</li><li>Water Repellent Jackets and Pants</li></ul>	- As Required (turn-in basis)
Community Services / Parks & O	pen Space	As Descised (turn in bools)
- Cemetery Employees	- Rainproof Gloves - Rubber Boots - Water Repellent Jackets and Pants	- As Required (turn-in basis)
- Boulevard Employees	- Rainproof Gloves - Rubber Boots - Water Repellent Jackets and Pants	- As Required (turn-in basis)
- All Parks Employees	- Summer and Winter Gloves/Mitts	- As Required (turn-in basis)
- Forestry Employees	- 2 Pairs of Coveralls - Rubber Boots - Water Repellent Jackets and Pants	- As Required (turn-in basis)
- Equipment Operator III - Equipment Operator IV	- 2 Pairs of Coveralls	- As Required (turn-in basis)
- Irrigation Employees	<ul><li>- 2 Pairs of Coveralls</li><li>- Rainproof Gloves</li><li>- Rubber Boots</li><li>- Water Repellent Jackets and Pants</li></ul>	- As Required (turn-in basis)
- Golf Course Employees	- Rainproof Gloves - Rubber Boots - Water Repellent Jackets and Pants	- As Required (turn-in basis)
- Permanent and Casual Lifeguard Instructors	- \$100 Bathing Suit Allowance - In addition to the above after completion of 1,040 hours in a calendar year, employee is	- Annually (paid during the first two weeks in January)
With 2,080 hours or more as set out in Article 1.14.1.	eligible for up to an additional \$40 (cost shared 50/50 with the employee and employer) and on provision of receipt Any alternative "in-water" attire (i.e. wet suit, neoprene warm-up shirt, etc.) must be pre-approved by their Supervisor and will be reimbursed at the same rates as the bathing suits.	

CLASSIFICATION	CLOTHING INITALLY PROVIDED	CLOTHING REPLACED THEREAFTER
<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 IV</li> </ul>	- 2 Pairs of Coveralls - Summer and Winter Gloves/Mitts	- As Required (turn-in basis)
- All Pool and Rink Employees	- 2 Pairs of Coveralls - Summer and Winter Gloves/Mitts - Rubber Boots	- As Required (turn-in basis)
- Carpenter Shop Employees	- 4 Shirts - 2 Pairs of Coveralls - Summer and Winter Gloves/Mitts	- Per Annum - As Required (turn-in basis)
- Trades I Mechanics - Trades II Mechanics	- 7 Pairs of Coveralls - Summer and Winter Gloves/Mitts	- As Required (turn-in basis)
- Landscape Trades	- 2 Pairs of Coveralls - Summer and Winter Gloves/Mitts	- As Required (turn-in basis)
<ul><li>Stock Clerks</li><li>Storekeepers</li><li>Sales and Salvage Clerk</li></ul>	- Summer and 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)
- Water Attendants	<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 Summer Cap (baseball type)</li> <li>1 Winter Cap (fur or regular)</li> <li>1 Overcoat or Parka</li> <li>Summer and Winter Gloves/Mitts</li> </ul>	- Per Annum - Every 3 Years
	- Summer and winter Gloves/witts	- Every 3 Years - As Required (turn-in basis)

## APPENDIX B - EQUIPMENT SCHEDULE

## **CLASSIFICATION OF EQUIPMENT OPERATOR WORK**

Class	CLASSIFICATION OF EQUIPMI Description	1	II	IIA	lii	IV
	TRUCKS					
B010	TRUCK – 1 TON DUMPBOX	Х				
B020	TRUCK - FRONT SNOW PLOW	X				
B020	TRUCK - CRANE (IRRIGATION)		Х			
B060	TRUCK - AERIAL LIFT (1 TON)		Х			
C010	TRUCK – AERIAL LIFT (5 TON)		Х			
C010	TRUCK - 5 TON AERIAL LIFT		Х			
C030	TRUCK – AUGER		Х			
C060	TRUCK – LINE MARKER				Х	
C080	TRUCK – 5 TON CRANE				Х	
C085	TRUCK – 10 TONNE CRANE				Х	
E070	TRUCK - BULK FUEL		X			
F010	TRUCK EDUCTOR				Х	
F011	CATCH BASIN CLEANER				Х	
	TRUCK - COMB SEWER CLEANER (Vactor 2110)					X
	TRUCK - PRESSURE SEWER CLEANER				X	
	TRUCK – STREET FLUSHER		Х			
	TRUCK – WATER TANK (3 TON)		X			
	TRUCK - WORMINATOR OR WATERARM				X	
H030	TRUCK – REFUSE PACKER		Х			
	TRUCK – VACUUM LITTER PICKER		X			
1020	TRUCK – MULTI-LIFT C/W AT		X			
1031	TRUCK - SINGLE AXLE (3-5 TON)		X			1
	TRUCK – TREE SPADE				Х	
1050	TRUCK - TANDEM AXLE		\ <u></u>	X		
	TRUCK - TANDEM AXLE SANDER			X		
	TRUCK - SINGLE AXLE CONVEYOR			X		
1080	TRUCK – TANDEM DRIVE TRACTOR				X	
	TANDEM AXLE WITH PLOW				X	1
SHEET SAN	   TURF EQUIPMENT					
	MOWER - ROTARY BATWING 15	***************************************	Secretary Section 19		X	
	SWEEPER – ARTIFICIAL TURF		×			
	SWEEPER/VAC		X			<u> </u>
	MOWER - ROTARY RIDING 60"	X	<del>  ^</del>			
	MOWER – ROTARY RIDING 72"	X				
	MOWER – ROTARY RIDING 144"		X			<del>                                     </del>
	MOWER – ROTARY RIDING 15'				X	
	MOWER - REEL RIDING 60"	X				
	MOWER - REEL RIDING 62"	X				<b>-</b>
	MOWER - REEL RIDING 84"	X				1
	MOWER – REEL RIDING 64*	+ ^				
	SWEEPER – TURF RIDING 48-	X	<del>  ^</del>			
	AERATOR – WALK BEHIND			1		+
	SAND TRAP DRESSER – RIDING					
	GREENS ROLLER – RIDING	X				+
7090	OVECIAS VOLLEY - VIDING	^		l		1

TRACTORS TRACTOR TRACKED SNOW PLOW TRACTOR RUBBER TIRED SNOW PLOW			rana and an an and		97 127 137 F
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TO ACTOR DURDED TIDED CNOW DLOW		X			
TRACTUR - RUBBER TIRED SNOW PLOW		Х			
SNOW BLOWERS (F/END LOADER)					Х
FRONT END LOADERS – 2-5 YD				Х	
SKID STEER LOADER				Х	
TRACTOR - FIELD (BELOW 35 HP) & ATTACHMENTS	Х				
TRACTOR – FIELD (OVER 35 HP) & ATTACHMENTS		Х			
MOWER – SLOPE ATTACHMENT				Х	
TRACTOR BACKHOE/MEDIUM EXCAVATOR				Х	
TRACTOR – BACKHOE (GRAVE DIGGING)					Х
TRACTOR - UTILITY C/W LOADER	•	Х			
TRACTOR - WHEEL TRENCHER (FROST WHEEL)				Х	
SPECIALTY EQUIPMENT		Sexeliane:	ALCOSTAGE		Agustation
FORK LIFT	1			Х	
TRAILER VACUUM MANHOLE		Х			
BUCKET SEWER SCRAPING MACHINE		X			
PORTABLE STEAM BOILER		X			
MOTOR GRADER					X
CRAWLER LOADER/DOZER				Х	
MOTOR SCRAPER				X	
ASPHALT PAVER					X
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	TRACTOR – FIELD (OVER 35 HP) & ATTACHMENTS  MOWER – SLOPE ATTACHMENT  TRACTOR – BACKHOE/MEDIUM EXCAVATOR  TRACTOR – BACKHOE (GRAVE DIGGING)  TRACTOR – UTILITY C/W LOADER  TRACTOR – WHEEL TRENCHER (FROST WHEEL)  SPECIALTY EQUIPMENT  FORK LIFT  TRAILER – VACUUM MANHOLE  BUCKET SEWER SCRAPING MACHINE  PORTABLE STEAM BOILER  MOTOR GRADER  CRAWLER LOADER/DOZER	TRACTOR – FIELD (OVER 35 HP) & ATTACHMENTS  MOWER – SLOPE ATTACHMENT  TRACTOR – BACKHOE/MEDIUM EXCAVATOR  TRACTOR – BACKHOE (GRAVE DIGGING)  TRACTOR – UTILITY C/W LOADER  TRACTOR – WHEEL TRENCHER (FROST WHEEL)  SPECIALTY EQUIPMENT  FORK LIFT  TRAILER – VACUUM MANHOLE  BUCKET SEWER SCRAPING MACHINE  PORTABLE STEAM BOILER  MOTOR GRADER  CRAWLER LOADER/DOZER  MOTOR SCRAPER  ASPHALT PAVER  ASPHALT DISTRIBUTOR  SMALL ASPHALT PAVER  OIL DISTRIBUTOR  PAVEMENT PATCHER  COMPACTOR RUBBER TIRED (WABLEY)  LANDFILL COMPACTOR  COMPACTOR (SHEEPFOOT)  1 1/2 TON VIB. SOIL COMPACTOR  MASONARY CONCRETE SAWS  TRENCHERS (LESS THAN 50 HP)  TRENCHER (GREATER THAN 50 HP)  STREET SWEEPER  AERIAL LIFT – TRAILER  HYDRO SEEDER – WATER TANK  SPRAYER – WINDFOIL 18'  SPRAYER – WINDFOIL 160'  SCRUBBER/SWEEPER	TRACTOR - FIELD (OVER 35 HP) & ATTACHMENTS  MOWER - SLOPE ATTACHMENT  TRACTOR - BACKHOE/MEDIUM EXCAVATOR  TRACTOR - BACKHOE (GRAVE DIGGING)  TRACTOR - UTILITY C/W LOADER  TRACTOR - WHEEL TRENCHER (FROST WHEEL)  SPECIALTY EQUIPMENT  FORK LIFT  TRAILER - VACUUM MANHOLE  BUCKET SEWER SCRAPING MACHINE  PORTABLE STEAM BOILER  MOTOR GRADER  CRAWLER LOADER/DOZER  MOTOR SCRAPER  ASPHALT PAVER  OIL DISTRIBUTOR  SMALL ASPHALT PAVER  OIL DISTRIBUTOR  OIL DISTRIBUTOR  ANDERSON ON THE STEAM ROLLER  COMPACTOR - DRUM ROLLER  COMPACTOR RUBBER TIRED (WABLEY)  LANDFILL COMPACTOR  COMPACTOR (SHEEPFOOT)  1 1/2 TON VIB. SOIL COMPACTOR  MASONARY CONCRETE SAWS  TRENCHERS (LESS THAN 50 HP)  STREET SWEEPER  APRIVER - WINDFOIL 18'  SPRAYER - WINDFOIL 18'  SPRAYER - WINDFOIL 60"  X X  SCRUBBER/SWEEPER  X X  SCRUBBER/SWEEPER	TRACTOR – FIELD (OVER 35 HP) & ATTACHMENTS  MOWER – SLOPE ATTACHMENT  TRACTOR – BACKHOE/MEDIUM EXCAVATOR  TRACTOR – BACKHOE (GRAVE DIGGING)  TRACTOR – UTILITY C/W LOADER  TRACTOR – WHEEL TRENCHER (FROST WHEEL)  SPECIALTY EQUIPMENT  FORK LIFT  TRAILER – VACUUM MANHOLE  BUCKET SEWER SCRAPING MACHINE  CRAWLER LOADER/DOZER  MOTOR GRADER  CRAWLER LOADER/DOZER  MOTOR SCRAPER  ASPHALT DISTRIBUTOR  SMALL ASPHALT PAVER  OIL DISTRIBUTOR  OIL DISTRIBUTOR  PAVEMENT PATCHER  COMPACTOR RUBBER TIRED (WABLEY)  LANDFILL COMPACTOR  LANDFILL COMPACTOR  MINI EXCAVATOR  MASONARY CONCRETE SAWS  TRENCHERS (LESS THAN 50 HP)  STREET SWEEPER  AERIAL LIFT – TRAILER  HYDRO SEEDER  WINDFOIL 18' SPRAYER – WINDFOIL 18' SPRAYER – WINDFOIL 160'  SCRUBBER/SWEEPER  X  SCRUBBER/SWEEPER	TRACTOR – FIELD (OVER 35 HP) & ATTACHMENTS  MOWER – SLOPE ATTACHMENT  TRACTOR – BACKHOE/MEDIUM EXCAVATOR  TRACTOR – BACKHOE (GRAVE DIGGING)  TRACTOR – UTILITY CW LOADER  TRACTOR – WHEEL TRENCHER (FROST WHEEL)  SPECIALTY EQUIPMENT  FORK LIFT  FORK LIFT  TRAILER – VACUUM MANHOLE  BUCKET SEWER SCRAPING MACHINE  PORTABLE STEAM BOILER  MOTOR GRADER  CRAWLER LOADER/DOZER  MOTOR SCRAPER  ASPHALT PAVER  ASPHALT PAVER  ASPHALT PAVER  OIL DISTRIBUTOR  SMALL ASPHALT PAVER  COMPACTOR – DRUM ROLLER  COMPACTOR RUBBER TIRED (WABLEY)  LANDFILL COMPACTOR  LARGE EXCAVATOR  MINI EXCAVATOR  MASONARY CONCRETE SAWS  TRENCHERS (LESS THAN 50 HP)  STREET SWEEPER  ASPRAYER – WINDFOIL 60°  SCRUBBER/SWEEPER  X  SPRAYER – WINDFOIL 60°  SCRUBBER/SWEEPER  X  SCRUBBER/SWEEPER

## ATTACHMENTS

This section has been deleted and the operator will be paid in accordance with the tractor that is being used to operate the attachment, unless the attachment is specifically listed otherwise in other sections.

#### BETWEEN

#### THE CITY OF REGINA

#### **AND**

#### THE REGINA CIVIC MEMBERS' UNION CUPE LOCAL 21

#### RE: Temporary Layoff and Permanent Staff Reduction

#### 1. 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:

- 1.1. 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.
- 1.2. In accordance with Schedule "B", all casual staff will be laid off in:
  - 1.2.1. The department in which the reduction of work force occurs, followed by;
  - 1.2.2. The bargaining unit, providing the permanent staff designated for redeployment possesses the qualifications and ability as per Article 10.1.2.1. to perform the work which the casual staff are performing.
- 1.3. If insufficient opportunities exist in the casual workforce, permanent employees will be laid off in reverse order of their bargaining unit seniority.
- 1.4. 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.
- 1.5. 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 10.1.2.1. The timetable for return of staff will be by mutual agreement between the City and the Union.
- 1.6. 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.

#### 2. Permanent Reduction of Staff

- 2.1. Prior to a layoff caused by a permanent reduction in services, the City will review all permanent vacancies to ensure that vacant positions are identified and filled prior to reducing staff.
- 2.2. 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 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.

- 2.3. A permanent employee having received a notice of layoff shall have the right to exercise one of the following options:
  - 2.3.1. To exercise bumping rights, subject to qualifications and seniority
  - 2.3.2. To accept the layoff and be placed on a layoff list, eligible for recall
  - 2.3.3. To resign
  - 2.3.4. To retire, if eligible
- 2.4. A permanent employee who intends to exercise bumping rights shall indicate such in writing to Human Resources, 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 10 working days of notice from the employee. If the employee fails to indicate such intentions the employee will be deemed to have elected to go on layoff. While every reasonable effort will be made to complete the bumping process for an employee before the layoff date, no employee will be retained in their original position beyond the layoff date.

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

- 2.5. 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 10.1.2.1., and has more seniority than the permanent employee who is being bumped. The order of priority for bumping shall be:
  - 2.5.1. 1<sup>st</sup> Priority: a permanent position in the employee's department that is held by a casual employee.
  - 2.5.2. 2<sup>nd</sup> Priority: a permanent position in another department that is held by a casual employee.
  - 2.5.3. 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.
  - 2.5.4. 4<sup>th</sup> Priority: a permanent position in another department which is held by the least senior employee at that pay class.
- 2.6. 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 10.1.2.1. The order of bumping shall be considered pay class by pay class in the order as outlined in 2.5. above.
- 2.7. In the event the employee does not bump in accordance with 2.4., 2.5., or 2.6. 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 2.4., 2.5., or 2.6. above, the employee shall be placed on layoff according to their notice.

2.8. 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.

- 2.9. The bumping rights in this clause shall also apply to any permanent employee who has been bumped.
- 2.10. Permanent employees who have been laid off as a result of the bumping provisions in this article shall retain their seniority for 24 consecutive months and shall be returned to the workforce as follows:
  - 2.10.1. 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.
  - 2.10.2. 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 Human Resources.
  - 2.10.3. It shall be the responsibility of each employee to notify Human Resources of any change in their home address and telephone number.
  - 2.10.4. 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.

#### 2.11. Probationary Period

An employee recalled or bumped to a position outside their own classification will be subject to a three-month probationary period. If such employee does not prove themselves capable of filling the position concerned, or where the employee requests to be reverted, they shall revert to the provisions of 2.3. above. If the employee is unsuccessful or wishes to revert after the second application of this letter of understanding, they shall be placed on the recall list.

## 2.12. 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.

- 2.13. 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.
- 2.14. 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

Signed thisday of	202 <b>3</b> , Regina, Saskatchewan
On Behalf of the City of Regina (Print)	On Behalf of the Regina Civic Members' Union – CUPE Local 21 (Print)
On Behalf of the City of Regina (Signature)	On Behalf of Regina Civic Member's Union – CUPE Local 21 (Signature

#### **BETWEEN**

#### THE CITY OF REGINA

#### AND

#### THE REGINA CIVIC MEMBERS' UNION CUPE LOCAL 21

#### Re: Boot Allowance Reimbursement Policy

The City agrees to cost share safety work boots for employees requiring safety footwear protection on a 50/50 basis to a maximum of \$200 for one pair of CSA approved safety boots per year; and in addition a further reimbursement on a 50/50 basis to a maximum of \$200 for one pair of CSA approved winter safety boots per year, for all employees.

Each branch 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 must wear the CSA 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 thisday of	202 <b>3</b> , Regina, Saskatchewan
Maria Burns	GIRD WICCIAMSON
On Behalf of the City of Regina (Print)	On Behalf of the Regina Civic Members' Union  – CUPE Local 21 (Print)
Mg	
On Behalf of the City of Regina (Signature)	On Behalf of Regina Civic Member's Union –

#### **BETWEEN**

#### THE CITY OF REGINA

#### AND

#### THE REGINA CIVIC MEMBERS' UNION CUPE LOCAL 21

#### Re: Contract Work

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

Signed thisday of	202 <b>3</b> , Regina, Saskatchewan
On Behalf of the City of Regina (Print)	On Behalf of the Regina Civic Members' Union – CUPE Local 21 (Print)
On Behalf of the City of Regina (Signature)	On Behalf of Regina Civie Member's Union –

#### **BETWEEN**

#### THE CITY OF REGINA

#### AND

#### THE REGINA CIVIC MEMBERS' UNION CUPE LOCAL 21

Re: Article 13 Workers' Compensation Supplement

#### Permanent Employees

A permanent employee will have the WCB Supplement calculated based on their regular basic wage rate at the date of injury. The regular basic wage rate does not include premiums, allowances, differentials, increments or future economic increases. Superior duty will be applied as follows:

If a permanent employee is working in a superior duty assignment for 40 consecutive hours or more, the employee's superior duty rate of injury shall be calculated until the employee returns to the workplace without restrictions and/or limitations related to said injury/illness.

If a permanent employee has worked in a superior duty assignment less than 40 consecutive hours, the employee's regular basic wage at date of injury will be calculated based on their home position wage rate.

#### Casual Employees

A casual employee will have the WCB Supplement based on the "Pay for Work Performed" rate of pay they were being paid at date of injury. The regular basic wage rate does not include premiums, allowances, differentials, increments or future economic increases.

Signed this	202 <b>3</b> , Regina, Saskatchewan
On Behalf of the City of Regina (Print)	On Behalf of the Regina Civic Members' Union – CUPE Local 21 (Print)
ME	
On Behalf of the City of Regina (Signature)	On Behalf of Regina Civic Member's Union – CUPE Local 21 (Signature)

#### L21-LOU#2020-01

#### LETTER OF UNDERSTANDING

#### **BETWEEN:**

#### THE CITY OF REGINA

#### AND

#### THE REGINA CIVIC MEMBERS' UNION CUPE LOCAL 21

## RE: Schedule B4.3 - Divisions for Parks, Recreations & Cultural Services

The City of Regina and CUPE Local 21 agree with the following branches will be considered to be one branch as identified with Schedule B, Article B4.3 of the Collective Agreement:

- Community & Recreation Programs
- Social & Cultural Development
- Planning & Partnerships
- Sports Facilities & Special Events (not including Golf operations)

This Letter of offer becomes effective the date of signing and shall remain in force and in effect until either party serves the other with 30 days' written notice to terminate the provisions contained within.

Signed thisday of	202 <b>3</b> , Regina, Saskatchewan
On Behalf of the City of Regina (Print)	On Behalf of the Regina Civic Members' Union – CUPE Local 21 (Print)
On Behalf of the City of Regina (Signature)	On Behalf of Regina Civic Member's Union –

# LETTER OF UNDERSTANDING BETWEEN

#### THE CITY OF REGINA

#### AND

#### **REGINA CIVIC MEMBERS' UNION CUPE LOCAL 21**

Re: Enhanced Training Opportunities and Support for Career Development

The City of Regina and the Regina Civic Members Union Local 21 recognize the importance of providing training opportunities and support for career development. Effective July 1, 2023, and for the remaining term of the Collective Agreement, the following will be provided:

#### **Enhanced Training Opportunities**

When the Director of the Department deems it necessary to provide additional or special training to the employees of a particular branch for future promotion in accordance with Article 20.2. they will increase available training spots by 25% and offer the additional training to the department level. Employees shall be chosen on the basis of seniority and shall receive the training at no loss of pay.

For example, if the branch has a need to provide eight (8) employees with Skid Steer training, eight (8) employees at the branch level shall be chosen in accordance with Article 20.2. In addition, two (2) employees will be provided the opportunity from the department and chosen on the basis of seniority.

#### **Resume & Interview Skills Support**

The City will provide one (1) hour drop-in support every second month to employees to help them develop their resumes or provide support on interview preparation. Employees may attend at no loss of pay.

#### **Career Pathing**

Employees are encouraged to participate in career mapping process to support career development. The career map tool is available electronically and will also be made available in paper copy throughout the operating areas.

#### **Terms of Agreement**

This Letter of Understanding become effective at the date of signing.

Signed this day of	, 2023.
On Behalf of the City of Regina (Print)	On Behalf of the Regina Civic Members' Union – CUPE Local 21 (Print)
On Behalf of the City of Regina (Signature)	On Behalf of Regina Civic Member's Union – CUPE Local 21 (Signature)

#### **BETWEEN**

#### THE CITY OF REGINA

#### AND

## **REGINA CIVIC MEMBERS' UNION CUPE LOCAL 21**

Re: Hours of Work - Casual Labourers

The parties acknowledge that Schedule B governs he acknowledge that Article 16 may be applied to casua	ours of work for casuals. The parties also I employees.
The parties agree that Casual Labourers in the Solid branches will be scheduled according to Article 16.	Waste and Transportation Operations
Signed this day of	, 2023.
	n Behalf of the Regina Civic Members'
M	
	n Behalf of Regina Civic Member's Union – UPE Local 21 (Signature)

#### **BETWEEN**

#### THE CITY OF REGINA

#### AND

#### **REGINA CIVIC MEMBERS' UNION CUPE LOCAL 21**

## Re: New Employee Orientation

The City of Regina and the Regina Civic Members Union Local 21 recognize the benefit of the Union being present during large-scale branch-wide orientation sessions with new employees (e.g. Parks orientation of 50+) and will work together to facilitate the Union's presence where possible.

Signed thisday of	, 2023.
On Behalf of the City of Regina (Print)	On Behalf of the Regina Civic Members' Union – Local 21 CUPE (Print)

On Behalf of the City of Regina (Signature)

On Behalf of Regina Civic Member's Union – Local 21 CUPE (Signature

## **BETWEEN**

## THE CITY OF REGINA

#### AND

## **REGINA CIVIC MEMBERS' UNION CUPE LOCAL 21**

Re: Past Discipline

The parties agree to pilot the following with respect to letters of discipline.
An employee may make a request to have a disciplinary letter removed from their personnel file if it is five (5) years or older and if there have been no further incidents of concern since the issuance of the letter. It will be the employer's discretion as to whether the letter will be removed, and considerations will include the nature of the infraction and level of discipline that was imposed. Notwithstanding, instances of harassment, violence or theft shall not be removed.
This pilot shall remain in effect until December 31, 2024, at which point the parties shall meet to discuss its effectiveness.
Signed this day of, 2023.
On Behalf of the City of Regina (Print)  On Behalf of the Regina Civic Members' Union CUPE Local 21 (Print)
On Behalf of the City of Regina (Signature)  On Behalf of Regina Civic Member's Union – CUPE Local 21 (Signature)

#### **BETWEEN**

#### THE CITY OF REGINA

#### AND

#### **REGINA CIVIC MEMBERS' UNION CUPE LOCAL 21**

Re: Selection Process - Relative Ability for People Leaders

10.1.2.1. In filling vacancies or new positions within the scope of this agreement, the City shall follow the principle of seniority, in accordance with Article 9, and Schedule B4.1., together with the qualifications necessary to perform the duties required for the position to be filled.

Notwithstanding the above, effective September 5, 2023, in filling vacancies that have people leadership responsibility, the most qualified applicant who possesses the necessary qualifications shall be selected. However, where the qualifications of two (2) or more applicants are relatively equal, seniority, in accordance with Article 9 and B4, shall be the governing factor. People leadership shall be defined as any job which rates:

- Level D H in the "Supervision" factor of the existing job evaluation tool; or
- Level 3 4 in the "Responsibility for the Work of Others" factor in the job evaluation tool that is being jointly developed by the parties.

This Letter of Understanding shall be a trial period effective from September 5, 2023, until this agreement is no longer in force and effective.

For greater clarity and as a result of not all jobs being rated, the following is a list of current positions that meet the criteria and are marked in pay schedules 1 and 2 with a double asterisk. Any new job, newly rated job, and reclassified job would follow the criteria as set out above.

Administrative Clerk	**
Arborist	**
Cemeterian II	**
Centre Administrator – NBCAC	**
City Hall Foreperson – Facilities Operations	**
Community Consultant	**
Container Capital Program Leadperson	**
Container Maintenance Leadperson	**
Coordinator, Locates	**
Coordinator, Roadway Operations	**
Coordinator, Water & Sewer	**
Coordinator, Water & Sewer Construction	**
Crew Lead, Asphalt Plant	**
Crew Lead, Asphalt Screed	**
Crew Lead, Cold Planer	**

Crew Lead, Concrete Services Crew Lead, Fleet Maintenance Crew Lead, Grade Finisher Crew Lead, Heavy Equipment	**
Crew Lead, Grade Finisher Crew Lead, Heavy Equipment	**
Crew Lead, Heavy Equipment	
	去去
	**
Crew Lead, Heavy Truck	**
Hydrant Specialist	**
Crew Lead, Landfill	**
Crew Lead, Lift Station Maintenance	**
Crew Lead, Light Fleet	**
Crew Lead, Mains & Valves	**
Crew Lead, Manhole & Catch Basin	**
Crew Lead, Meters	**
Crew Lead, Mudjacking	**
Crew Lead, Roadway Operations	**
Crew Lead, Roadway Operations (Op. III Exception)	**
Crew Lead, Solid Waste Collection	**
Crew Lead, Traffic Electrical	**
Crew Lead, Traffic Operations	**
Crew Lead, Traffic Pavement Marking	**
Crew Lead, Traffic Technical Operations	**
Crew Lead, Traffic Underground	
Crew Lead, Water & Sewer Construction	**
Crew Lead, Water Supply Maintenance	**
Entomology Research Analyst	**
Equipment Coordinator	**
Facilities Maintenance Coordinator	**
Foreperson, Facilities Operations	**
Foreperson, Painter/Decorator	**
Foreperson I	**
Foreperson II	**
Senior Greenskeeper	**
Foreman, Landfill	**
Crew Lead II, Landscape	**
Cemeterian III	**
Crew Lead II, Parks Maintenance	**
Foreperson II, Major Facilities	**
Forestry Technician	**
Horticulture Extension Officer	**
Horticulturist III	**
Irrigation Worker III	**
Lead Caretaker	**
Leadperson	**
Leadperson, O.S.S./Parks District	**
Leadperson, Facilities Operations	**
Greenskeeper	**
Crew Lead I – Landscape Trades	**
Crew Lead I – Parks Maintenance	**
Leadperson – Pest Control	**
Neighbourhood Centre Programmer	**

Pest Control Technician	**
Program Specialist	**
Program Specialist – Aquatics	**
Program Specialist – Field House	**
Program Specialist – Fitness	**
Program Specialist – Social Inclusion	**
Program Specialist – Sportsplex	**
Senior Scheduling Officer	**
Source Control Coordinator	**
Trades Coordinator	**
Trades Coordinator – Mechanical	**
Traffic Operations Coordinator	**
Traffic Signal Coordinator	**
Water Meter Shop Foreperson	**

	15		11	
Signed this _	15	day of _	19119	, 2023.

On Behalf of the City of Regina (Print)

On Behalf of the Regina Civic Members'
Union – CUPE Local 21 (Print)

On Behalf of the City of Regina (Signature)

On Behalf of Regina Civic Member's Union – CUPE Local 21 (Signature)

#### **BETWEEN**

#### THE CITY OF REGINA

#### AND

#### **REGINA CIVIC MEMBERS' UNION CUPE LOCAL 21**

Re: Nine (9) Hour Shifts

CUPE Local 21 and the City of Regina agree that the following terms and conditions shall be applicable to CUPE Local 21 employees who work a nine (9) hour shift.

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

#### **Hours of Work**

Further to Article 16.1.3. of the Collective Agreement, employees under the 5/4 work week, shall work one (1) week of 44 hours, consisting of four (4) days of nine (9) hours and one day of eight (8) hours and one (1) week of 36 hours, consisting of four (4) days of nine (9) hours for a total of 80 hours in a biweekly period. Employees will also receive at least one-half (1/2) hour for the luncheon period under the following conditions:

- Employees would receive an unpaid earned day off in a two-week period;
- The earned day off would be scheduled adjacent to the employee's day off and day of rest and predetermined on a yearly basis or until a shift change is made; and
- There shall be no banking of earned days off except under special circumstances and with the approval of the Director of the Department

#### **Overtime**

Any hours worked beyond nine (9) hours in a day or beyond 80 hours in a biweekly pay period, will be paid at overtime rates in accordance with the Collective Agreement (i.e. double time for permanent employees and time and one-half for casuals).

#### **Statutory Holidays**

Working on a Statutory Holiday

When an employee is required to work on a statutory holiday, they will be paid in addition to their regular wage for that day, holiday premium rates in accordance with the Collective Agreement (i.e. double time for permanent employees and time and one-half for casuals).

Statutory Holiday Falls on a Scheduled Day of Work - Day Not Worked

When an employee is not required to work on a statutory holiday that occurs during a regular nine (9) hour workday, they will be paid for nine (9) hours. If the statutory holiday falls on a scheduled eight (8) hour workday, then the employee will be paid eight (8) hours. Statutory Holiday hours will count towards employees' overtime calculations.

Statutory Holiday Falls on a Non-Scheduled Work Day

On Behalf of the City of Regina (Signature)

When a statutory holiday occurs on a day which coincides with the weekly day off and/or day of rest of an employee, it will be moved to the next scheduled day of work. Statutory Holiday hours will count towards employees' overtime calculations.

## **Terms of Agreement**

This Letter of Understanding becomes effective	e at the date of signing.
Signed this day of	, 2023.
On Behalf of the City of Regina (Print)	On Behalf of the Regina Civic Members' Union – CUPE Local 21 (Print)
M	

On Behalf of Regina Civic Member's Union -

CUPE Local 21 (Signature)

#### **BETWEEN**

#### THE CITY OF REGINA

#### **AND**

#### **REGINA CIVIC MEMBERS' UNION CUPE LOCAL 21**

Re: Ten (10) Hour Shifts

CUPE Local 21 and the City of Regina agree that the following terms and conditions shall be applicable to CUPE Local 21 employees who work a ten (10) hour shift.

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

#### **Hours of Work**

Further to Article 16.1.4. of the Collective Agreement, employees shall be scheduled to work four (4) consecutive, 10-hour days per week and 40 hours during a one (1) week period under the following conditions:

- Employees would receive an unpaid earned day off in every one-week period;
- The earned day off would be scheduled adjacent to the employee's day off and day of rest and predetermined on a yearly basis or until a shift change is made; and
- There shall be no banking of earned days off except under special circumstances and with the approval of the Director of the Department

#### **Overtime**

All regular 10-hour days shall be paid at straight time. Any hours worked beyond a regular 10-hour day or beyond 40 hours in a one (1) week period will be paid at overtime rates in accordance with the Collective Agreement (i.e. double time for permanents and time and one-half for casuals).

#### **Statutory Holidays**

Working on a Statutory Holiday

When an employee is required to work on a statutory holiday, they will be paid their regular wage for that day, holiday premium rates in accordance with the Collective Agreement.

Not Working When a Statutory Holiday Falls on a Scheduled Work Day

When an employee is not required to work on a statutory holiday that occurs on a scheduled day of work, they will be paid for ten (10) hours. Statutory holiday pay will count towards the employee's overtime calculation.

Statutory Holiday Falls on a Non-Scheduled Work Day

When a statutory holiday occurs on a day which coincides with the weekly day off and/or day of rest of an employee, the employee shall be paid for the statutory holiday at straight time for such occurrence.

## **Terms of Agreement**

This Letter of Understanding bed	come effective at the date of signing.
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	/ (		111	17	
Signed this _	//	day of _	1911	<u>/</u>	, 2023.
-				/	

On Behalf of the City of Regina (Print)

On Behalf of the Regina Civic Members'

Union - CUPE Local 21 (Print)

On Behalf of the City of Regina (Signature)

On Behalf of Regina Civic Member's Union -CUPE Local 21 (Signature)

#### **BETWEEN**

#### THE CITY OF REGINA

#### AND

#### **REGINA CIVIC MEMBERS' UNION CUPE LOCAL 21**

Re: Time Off for Voting - Union Activities

Where the Union is holding an election or a ratification vote, the City and Union will work together to determine if paid time can be provided to vote up to a maximum of one (1) hour for specific operating areas who would not otherwise be able to vote due to shift work. This Letter of Understanding is not a commitment to provide paid time, but an acknowledgement of the possibility.

Signed thisday of	11 / , 2023.
On Behalf of the City of Regina (Print)	On Behalf of the Regina Civic Members' Union - CUPE Local 21 (Print)
(ME	

On Behalf of the City of Regina (Signature)

On Behalf of Regina Civic Member's Union – CUPE Local 21 (Signature)

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