

# COLLECTIVE AGREEMENT

BETWEEN

THE CITY OF SASKATOON

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL No. 859

COVERING THE PERIOD FROM JANUARY 1, 2017 TO DECEMBER 31, 2018

## CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 859

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## COLLECTIVE AGREEMENT

BETWEEN

THE CITY OF SASKATOON

hereinafter referred to as

THE CITY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL No. 859

And affiliated with the Canadian Labour Congress sole  
bargaining agent for those employees referred to in this  
Agreement, hereinafter referred to as the

THE UNION

WHEREAS it is the desire of both parties of the 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 operations 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 and the well-being of the civic service as a whole;

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

### ARTICLE 1. TERM OF AGREEMENT

This Agreement shall come into force and take effect as and from the first (1<sup>st</sup>) day of January, 2017 and shall continue in force until the thirty-first (31<sup>st</sup>) day of December, 2018, and from year to year thereafter, unless either party gives written notice to renegotiate this Agreement, such written notice to be given not more than one hundred and twenty (120) days nor less than sixty (60) days prior to December 31, 2018.

### ARTICLE 2. INTERPRETATION

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

- a) "City" means the Corporation of the City of Saskatoon.
- b) "Council" means the Council of the City of Saskatoon.

- c) "City Manager" means the City Manager or the Acting City Manager of the City of Saskatoon.
- Revised d) "Director of Human Resources" means the person so employed and designated.
- e) "General Manager" means the head or the acting head of any of the several departments to which reference is made in this Agreement.
- f) "Director" means the head or the acting head of any of the several branches to which reference is made in this Agreement.
- g) "Union" means Canadian Union of Public Employees, Local No. 859.
- h) "Emergency" means any sudden or unusual occurrence or condition that could not, by the exercise of reasonable judgment, have been foreseen by the City.

### ARTICLE 3. PROBATION PERIOD

- a) An employee entering a department shall be on probation for a period of six (6) months' accumulated work time (i.e. one thousand and forty (1040) hours).
- b) The probationary period shall not extend past the completion of a second worked season.
- c) Performance evaluations are to be completed regularly during the probationary period and employees will be advised of their progress in writing. Where requested by the employee copies of the written performance evaluations will be provided to the Recording Secretary of the Union.

### ARTICLE 4. PUBLIC HOLIDAYS

- a) Public holiday means the following days: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Saskatchewan Day (first Monday in August), Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any day or part of a day proclaimed a civic holiday.
- b) When a public holiday falls on a Sunday, it shall be observed on the following Monday.
- c) When a public holiday falls on an employee's scheduled day off, the employee shall receive an additional day off with pay (day in lieu) based on the employee's full regular hours on a shift.

The additional day off will be scheduled adjacent to the scheduled day off unless mutually agreed otherwise by the employee and management.

- d) An employee required to work the greater part of the employee's shift on a day in lieu (as in 4 c) above), or on a public holiday shall be paid at the overtime (2X) rate in addition to the employee's regular rate of pay.



## ARTICLE 5. GRIEVANCE PROCEDURE

- a) If a difference arises between the City and one or more employees and/or the Union about the interpretation, application or alleged violation of this Agreement the difference must be settled by using the following procedure.

- New 1) Termination grievances and grievances arising from introduction of a new or revised City policy shall commence at Step Three.
- New 2) All other grievances shall commence at Step One:

### Step One

- Revised b) Within twenty one (21) days of the time when the employee(s) or the Union first becomes aware or should reasonably have become aware that a difference has arisen the Union may refer a grievance to the Director with a copy to the Human Resources Consultant and Labour Relations Consultant. The grievance must state in writing the particulars of the grievance and the redress sought.
- New c) The Director, the Union and the Human Resources Consultant and/or Labour Relations Consultant shall attempt to resolve the issue. The parties shall make every effort to disclose relevant information and documents.
- New d) Should the grievance remain unresolved, the Parties will endeavour to create an Agreed Statement of Facts.

### Step Two

- Revised e) Within thirty (30) days of the receipt of the grievance at Step One, the Union may refer the grievance to the General Manager or the General Manager's designee (hereinafter 'General Manager'). The General Manager will hear the grievance within fifteen (15) days after the Union refers the grievance.
- f) The General Manager will make a decision within five (5) days after hearing the grievance.

### Step Three

- g) The Union may refer the grievance to the City Manager
- 1) within ten (10) days of the General Manager's decision if
- the grievance is not resolved at Step Two, or
  - the General Manager fails to hear the grievance or fails to make a decision within the time limits.
- New 2) within thirty (30) days of the event giving rise to the difference if it relates to a termination of an employee or the introduction of a new or revised City policy.

- h) The City Manager or the City Manager's designee (hereinafter 'City Manager') will hear the grievance within fifteen (15) days after the Union refers the grievance.
- i) The City Manager will make a decision within five (5) days after hearing the grievance.

Revised Arbitration

- Revised j) The Union may refer the grievance to Arbitration:
  - 1) within forty-five (45) days of the City Manager's decision if the grievance is not resolved at Step Two, or
  - 2) if the City Manager fails to hear the grievance or fails to make a decision within the time limits.
- k) The parties will each appoint one (1) member and will mutually appoint a chairperson to the Arbitration Board within ten (10) days after the grievance is referred to an Arbitration Board. If the parties cannot agree upon the appointment of a Chairperson, the Minister of Labour shall be requested to appoint the third (3rd) member and Chairperson of the Arbitration Board.

New For the purposes of Arbitration the parties may agree to replace the Arbitration Board with a sole Arbitrator.

- l) The Arbitration Board must not change, add to, delete, or amend the provisions of this Collective Agreement.

Time Limits

- m) Either party may request an extension to a time limit if the request is made before the time limit has expired and such request will not be unreasonably denied.
- n) For the purpose of this article "days" means calendar days not including Saturdays, Sundays or public holidays.
- o) Failure of the City to answer in any of the above steps within the time limits will automatically move the grievance to the next step in the grievance procedure

- New p) Failure of the Union to refer the grievance in any of the above steps or to Arbitration in accordance with the above stated time limits, shall result in the grievance being withdrawn.

General

- q) The authority making the final decision shall determine the financial or other arrangements to be made in the case of any suspension or demotion.



- r) This section shall, at all times, be subject to the provisions of the laws of the Province of Saskatchewan and regulations thereunder and not in any sense be in derogation of the rights of the respective parties hereto under the said law.
- s) After having dealt with all matters in dispute, the award shall be final and binding on both parties when agreed to by a majority of the Arbitration Board, and, if no majority award is forthcoming, then the award of the Chairperson of the Arbitration Board shall be final and binding.
- t) Each party shall pay its own costs and expenses in connection with the Arbitration Board and shall share equally the costs and expenses of the Chairperson of the Arbitration Board.
- u) The time appointed for doing of any act under this section may be enlarged by mutual agreement of the parties, whether before or after the expiration of the time appointed.
- v) Any Arbitration Board established pursuant to the grievance process shall have the power to determine any arguments as to whether time limits set forth in this section have been reasonably met and the Arbitration Board may, notwithstanding compliance, deal with the merits of the arguments placed before it.
- w) Should an employee be penalized, laid off, demoted or discharged, and it is later established by proceedings under this section that such penalty, layoff, demotion or discharge was unjust or not in accordance with the provisions of this Agreement, the employee shall be immediately returned to the employee's former status in all respects and shall be compensated for all monetary loss suffered by reason of such penalty, layoff, demotion or discharge; provided, however, that if an employee has been penalized in any way and the parties agree, or the Arbitration Board decides that such penalty was excessive, but that some penalty ought to be imposed, the parties may agree, or the Arbitration Board may decide to impose a lesser penalty on such employee.
- x) The City agrees to cooperate with the stewards or acting stewards in the performance of their duties while investigating disputes of presenting adjustments as provided in this Article. The Union recognizes that each steward or acting steward is employed to perform full-time work for the City, and that they will not leave their work during working hours except to perform their duties under this Agreement. Therefore, no steward or acting steward shall leave their place of work without first obtaining the permission of their immediate supervisor or in their absence, their designate, said permission to be granted within an hour. The Union shall advise the City as to names of stewards and acting stewards.

#### ARTICLE 6. COMMITTEES TO BE HEARD

Any committee of the Union shall, upon written request, be accorded a prompt hearing by a General Manager, by the City Manager, and by Council in their respective order.



## ARTICLE 7. UNION RECOGNITION

The City recognizes the Union as the sole collective bargaining agency of the employees who work in the positions classified in this Agreement. The City will negotiate with the Union in matters within the scope of this Agreement.

## ARTICLE 8. UNION SECURITY

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

The Union will notify a General Manager of employees who have not become members of the Union in accordance with this Agreement.

## ARTICLE 9. CHECK-OFF

Revised

When any employee so requests in writing, the City will deduct Union dues from such employee and remit the amount so deducted to the Treasurer of the Union twice monthly. The Saskatchewan Employment Act thereto shall apply.

## ARTICLE 10. RESOLUTIONS OF COUNCIL

Resolutions of Council which affect employees shall be forwarded to the Secretary of the Union.

## ARTICLE 11. OCCUPATIONAL HEALTH AND SAFETY

- a) An Occupational Health Committee (hereinafter called the "Committee") shall be established. One half (½) of the members shall be persons representing employees who are elected or appointed in accordance with the bylaws of the Union and properly representative of the places of work of the employees.
- b) The Committee shall have a continuing concern about the health and safety of the employees. Meetings shall take place at a minimum of once quarterly and a maximum of once monthly or more frequently if the Committee so decides, and minutes of same will be made available to the City and the Union.
- c) The City will post the names of the Committee members on the City's bulletin board.
- d) The duties of the Committee include:
  - 1) The receipt, consideration and disposition of complaints respecting the health and safety of employees.

- Revised
- 2) The participation on the identification and control of health and safety hazards within the place of employment.
  - 3) Cooperation with the Occupational Health Services of the Province.
  - 4) The maintenance of records in connection with the receipt and disposition of complaints and the attendance to other matters relating to the duties of the Committee as may be contained in *The Saskatchewan Employment Act* and *Occupational Health and Safety Regulations*.
  - 5) The setting up of emergency meetings of the Committee to deal with an emergency problem.
  - e) Time spent by employees in performance of their duties, as members of the Committee, shall be considered as time worked and payment made on the basis of straight-time earnings only.
  - f) The Committee shall not deal with matters which ordinarily are or become a subject for negotiations between the City and the Union.
  - g) Occupational Health and Safety policies will, to the fullest possible extent, be the subject of prior dialogue with the Union and/or the Committee.

#### ARTICLE 12. VACANCIES AND PROMOTIONS

- Revised
- a) Notices of vacancies or new positions shall be published electronically and placed on all civic Union bulletin boards for seven (7) calendar days and a copy thereof delivered to the Union. Copies of such bulletins, and applications in response thereto, shall be held by the City for not less than sixty (60) days from issue date of the bulletin.
  - b) If vacancies occur in the classifications coming within the bargaining scope of the Union, or if the City introduces new classifications, such vacancies shall be bulletined within thirty (30) days and filled within sixty (60) days of the vacancy occurring.

The City will inform the Union of the reason in writing before it postpones or cancels a bulletin.

However, the foregoing shall in no way be considered as binding the City to filling any position or classification which it is the City's desire to discontinue.

- c) Applications shall be accepted from interested employees.
- d) Selection of applicants shall be made by the Branch Manager or designate.
- e) In selecting an applicant, seniority shall be the governing factor, providing the applicant possesses the qualifications for the position vacancy. If the vacancy is not filled as a result of the above, further consideration shall be given to other employees in the bargaining unit.



- f) When a vacancy is filled, the Union shall be notified of the selection at the same time as the successful applicant is advised. Should the City delay in placing the successful applicant in the vacancy beyond sixty (60) days after the position has been accepted the City shall pay the successful applicant at the new rate of pay provided the new rate is higher.
- g) Employees promoted or transferred to another position shall be on probation in the new position for a period of three (3) months' accumulated work time. The probationary period may be extended upon agreement between the parties. The equivalent extension shall apply to reversion rights for the affected employee.

The employee will be returned to the position formerly held within this time without loss of seniority if not considered capable by the City or if the employee so requests. A return at the request of an employee will be considered only once in a two (2) year period, except in cases mutually agreed to by the parties.

- h) Notwithstanding clause g) above, the City may retain the employee in the new position for up to ninety (90) days after the employee requests to be returned to the position formerly held. If the employee is returned to the position formerly held, the City shall place the next senior qualified applicant from the previous selection process into the position vacancy.

Other employees promoted or transferred as a consequence of an original promotion or transfer shall also be returned to their original position.

For the purpose of determining the probationary period for regular employment with the City, the three (3) month probationary period as may be required to be served for qualifying for promotion, shall also be considered as part of the probationary period for regular employment.

- i) When incumbents of senior positions give sufficient notice of intent to retire, such pending vacancy shall be bulletined three (3) months in advance of such retirement in order that the employee being promoted or transferred to the senior position may have sufficient training.

o) Temporary Positions

- 1) Temporary positions shall be bulletined. The estimated duration of the temporary position shall be stated in the bulletin.
- 2) A permanent employee temporarily promoted shall have all rights protected in the employee's permanent position.
- 3) Temporary positions that become permanent are to be bulletined at the time of becoming permanent.
- 4) The intent of the clause is to maximize opportunities for permanent employees to take advantage of the income potential that may be offered by temporary positions.

o) Layoff and Recall

The principle of "last on - first off" according to seniority lists shall be applied whenever a reduction in staff in a department becomes necessary. The Union shall be consulted whenever deviation from the principle of "last on - first off" is considered necessary by the City to maintain the balance or efficiency of the work force.

The City may create a temporary position to perform the work of a position from which an employee has been laid off.

- l) When a department is recalling employees generally, the permanent employees last laid off in that department shall, if qualified, be the first to be re-called.

When a department is recalling employees for short-term work between November 11 and April 1, the City may recall employees according to seniority within the expertise required in the short-term area of the work.

Employees so recalled

- 1) may decline the recall, and
  - 2) will be advised of the established duration of the work period, and
  - 3) will be advised of any extension to the work period as soon as practicable, and
  - 4) will be given one (1) week notice of layoff.
- m) An employee may exercise seniority rights to "bump" another employee, in the case of an involuntary demotion or layoff, provided the employee exercising bumping rights holds the qualifications for the position.

ARTICLE 13. NEW OR RECLASSIFIED POSITIONS

- Revised a) Management determines the duties and qualifications for positions. When new positions are created or material changes are made to the duties and/or qualifications of an existing position, the City will notify the Union of the change(s) within ten (10) calendar days.
- Revised b) When a new position is created or an existing position is materially changed, the rate of pay shall be negotiated by the parties. Where agreement on the rate of pay cannot be reached, the Union may submit the rate of pay for the position to the grievance procedure as outlined in Article 5 of this Agreement. Where the Union does not object within the time limits (i.e., 21 calendar days), the wage rate shall be deemed to be established.
- Revised c) In the event the Union is successful in having the wage rate changed the wage rate will be retroactive to the date of the objection.



New d) For purposes of clarity, nothing in this Article limits the Employer's ability to post and fill a position pending the finalization of the wage rate for the new or changed position.

New e) Reclassification Request

If an Employee or the Union considers there has been a material change to a position, the employee through the Union, may submit a reclassification request to Labour Relations.

Labour Relations shall within thirty (30) calendar days advise the employee and the Union of its determination. In the event the Union is not satisfied with the decision they may submit the rate of pay for the position to the grievance procedure as outlined in Article 5 of this Agreement. Where the rate of pay for the position is not referred to the grievance procedure within twenty-one (21) calendar days following the decision from Labour Relations, the wage rate shall be deemed to be established.

#### ARTICLE 14. LEAVE OF ABSENCE WITHOUT PAY AND VOTING

- a) Leave of absence without pay, not in excess of five (5) working days, shall be granted by the General Manager to any employee provided reasonable notice is given to the General Manager and the operations of the department permit. Granting of such leave must first receive the concurrence of the Human Resources Department. Granting of leave of absence beyond five (5) days shall be at the discretion of the Director of Human Resources.
- b) If any member of the Union is appointed a delegate to attend conventions in connection with the Union affairs, the member shall be granted leave of absence, without pay, to attend same, insofar as the regular operation of the department will permit. Permission to attend such conventions shall not be arbitrarily withheld by the General Manager.
- c) Any employee who has completed one (1) year of service and who is selected for a full-time position with the Union shall be granted leave of absence without pay for a period of up to, but not exceeding, one (1) year. No claim shall be entertained for promotions effected during the leave of absence.
- d) Any employee, who has completed one (1) year of service and who is elected to Public Office (other than Municipal) shall be granted leave of absence without pay for the period of holding office. During the absence of any employee on leave of this nature, such employee shall retain original seniority rights but without claim to promotions effected during the absence.
- e) Employees on leave of absence shall not continue to accumulate sick or vacation credits past a one (1) month period.

- f) Employees shall, on provincial or federal election days, be allowed time off for voting in accordance with The Saskatchewan and Canada Elections Acts respectively and no deduction shall be made from their pay on that account.
- g) The City, after September 30 of a year, and subject to operational requirements, may grant a leave of absence to a seasonal employee to honour a work commitment elsewhere, and provided the employee has completed the probation period.

#### ARTICLE 15. COMPASSIONATE LEAVE

- a) Compassionate leave with pay shall be granted for one (1) day, two (2) days, or three (3) days as may be necessary, where employees, other than casual employees, suffer a death of and/or attend to a member of their immediate family who is terminally ill. Such paid leave shall be cumulative in all cases and shall not exceed a total of three (3) days in respect of the illness and/or death of an immediate family member.
- b) For the purpose of this Article, immediate family member means: husband, wife, brother, sister, father, mother, son and daughter.
- c) Compassionate leave as described in 15 a) shall also be granted where employees, other than casual employees, suffer a death of some other relative or person with whom they have experienced a very close relationship ordinarily ascribed to that of an immediate member of the family.
- d) One (1) additional day may be granted, if required, where out-of-province travel is necessary.

#### ARTICLE 16. NOTICE OF TERMINATION

- a) When an employee's services are no longer required by the City, the following written notice shall be respectively provided:
  - 1) If the employee's service is less than one (1) year, one (1) weeks' written notice.
  - 2) If the employee's service is one (1) year or more, but less than three (3) years, two (2) weeks' written notice.
  - 3) If the employee's service is three (3) years or more, but less than five (5) years, four (4) weeks' written notice.
  - 4) If the employee's service is five (5) years or more, but less than ten (10) years, six (6) weeks' written notice.
  - 5) If the employee's service is ten (10) years or more, eight (8) weeks' written notice.



Notwithstanding the above, monthly employees shall receive a minimum of one (1) month's written notice.

b) If an employee wishes to terminate employment with the City, the employee will provide the City with written notice as follows:

- 1) monthly employees - one (1) month's notice
- 2) hourly employees - one (1) week's notice

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

c) An employee on layoff shall retain, but not accrue, seniority for a period of layoff up to thirty-six (36) months. Employees on layoff for longer than thirty-six (36) months shall be considered terminated.

#### ARTICLE 17. NOTIFICATION OF INABILITY TO REPORT TO WORK

Employees who are unable to report for work as required shall, under normal circumstances, notify their department not later than one half (½) hour before their usual time of commencing work. Failure to report by the stipulated time may result in loss of pay unless other work is available or the employee provides a reasonable explanation.

#### ARTICLE 18. GROUP INSURANCE

a) Participation in the Group Insurance Plan in accordance with its provisions shall be a condition of their employment for all employees appointed to permanent, full-time positions. The cost of such insurance to be apportioned as indicated below, including any experience rating refund, if any.

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

- 1) Basic coverage - Two times (2X) annual salary for all employees, the cost of such insurance shall be shared equally by the City and employee.
- 2) Optional coverage - Three times (3X) annual salary, the cost of such insurance shall be shared equally by the City and employee.
- 3) Optional coverage - Four times (4X) annual salary, the cost of such insurance shall be shared equally by the City and employee up to three times (3X), cost in excess of 2) above shall be paid by the employee.
- 4) Optional Dependent coverage - Coverage of three thousand dollars (\$3,000) for the employee's spouse and coverage of fifteen hundred dollars (\$1,500) for each dependent child shall be paid by the employee.

c) Temporary employees shall have the option of participation in the Group Insurance Plan after three (3) months of continuous employment.



- d) An employee upon retirement (years of service plus age equal to or greater than eighty [80]) has the option of remaining in the Group Insurance Plan to age sixty-five (65) by paying both employee and City premiums.

#### ARTICLE 19. JURY AND WITNESS DUTY

Any employee who: a) is required to serve as a juror, or b) is subpoenaed to appear in court as a witness - except for appearances arising as a result of personal misdemeanor(s) - shall be paid any difference between payment receivable as jury or witness fees and that normally receivable as wages or salary - including overtime, if applicable.

#### ARTICLE 20. PAYMENT OF WAGES

- a) Employees receiving hourly wages shall be paid on the seventh (7th) and twenty-second (22nd) days of each month during their employment. Should any of the above mentioned dates fall on a public holiday or on a Sunday or a closed banking day, the date of payment shall be the date previous to the said public holiday or Sunday or closed banking day. When cheques are issued before the seventh (7th) or twenty-second (22nd) of the month, the date on such cheques will reflect the date of issue.
- b) Employees receiving monthly wages shall be paid on the fifteenth (15th) and the last day of each month during their employment. Should any of the above-mentioned dates fall on a public holiday as herein set forth or on a Sunday or a closed banking day, the date of the payment shall be the date previous to the said public holiday or Sunday or closed banking day. When cheques are issued before the fifteenth (15th) or last day of the month, the date on such cheques will reflect the date of issue.
- o) Annual Increments

Hourly:

Annual increments shall be earned on the basis of an employee's total accumulated regular hours of work and in accordance with the wage schedule.

Salaried:

Appointments or promotions (where a promotion changes an employee's anniversary date) made from the twenty-third (23rd) to the seventh (7th) of a month, are effective the first (1st) of the month following the twenty-third (23rd), and for appointments or promotions made from the eighth (8th) to the twenty-second (22nd) of the month, are effective the sixteenth (16th) of the month in accordance with the wage schedule.

#### ARTICLE 21. OVERTIME

- a) The City will pay double time (2X) for work in excess of an employee's regularly scheduled hours in one day except as hereinafter provided.

- b) Employees who are required to continue working after completing the employee's regularly scheduled hours in any one (1) day, the employee shall be paid at the rate of double time (2X). Such overtime shall be reported forthwith by the supervisor in charge and wages shall be paid within the current pay period as nearly as possible
- c) Employees who are called upon to work on their days off will be paid at the rate of double time (2X).
- d) Employees may, if overtime is not thereby required of other employees, elect to take equivalent time off in lieu of premium pay. Such time will be taken at a mutually agreeable time.
- e) In the absence of an emergency, an employee shall not be required to work overtime.
- f) The City will provide the Union with a monthly list of overtime worked by employees.

#### Banked Overtime Guidelines

- g)
  - 1) An employee may bank a maximum of two hundred (200) hours of equivalent time off in lieu of (overtime) premium pay.
  - 2) There is no minimum number of hours that an employee may bank.
  - 3) There is no minimum number of hours that an employee may use from the bank.
  - 4) An employee will be paid out banked overtime in whole or in part on request.
  - 5) The City will pay out banked overtime in excess of forty (40) hours at March 31.
  - 6) An employee's request for vacation time will take precedence over any other employee's request for time off from banked overtime during the same time period.
  - 7) An employee must schedule all vacation time before requesting time off from banked overtime.

#### Overtime Equalization Regulation

- h) The City will maintain a fair system of offering overtime on an equalization basis with regard to work groups.
- i) All overtime work will be assigned to employees in accordance with the following:

- 1) The principle of equalized overtime opportunity will apply to all employees.
- 2) All overtime opportunities will be charged to an employee's accumulated hours on the overtime list.
- 3) An employee entering a work group will be assigned the maximum hours within the work group.
- 4) Overtime opportunity hours lists will be updated and posted in each work area every Monday and supplied to supervisors every Monday afternoon (or the following work day if the Monday is a public holiday).
- 5) Employees may be on more than one (1) work group overtime opportunity list, however, hours in an area are lost if an employee leaves the work area.
- 6) Shift continuity may be considered in assigning overtime.
- 7) Overtime opportunity lists will not be "zeroed" and restarted but will continuously accumulate hours.

The only exceptions that will be allowed to the above are those that have been agreed to in writing by the Union and the City.

#### ARTICLE 22. CALLBACKS

- a) Employees who are called to work after having completed their regular schedule, shall be paid a minimum of two (2) hours' pay at double regular rates, or time worked at double time (2X), whichever is the greater.
- b) Employees who are called to work on their days off shall be paid a minimum of two (2) hours' pay at double regular rates, or time worked at double time (2X), whichever is the greater.
- c) Employees who are required to commence work after midnight but before their normal starting time, shall be paid at double their regular rate from actual starting time until normal starting time, reverting at that point to straight time. However, employees who work longer than their normal shift, excluding time worked at bonus rates before normal starting time, shall be paid at the overtime rates provided for in clause 21 b) above.

#### ARTICLE 23. VACATIONS

Employees shall:

- a) After twelve (12) months' accumulated service, be entitled to three (3) weeks' vacation per year.
- b) After eight (8) years' accumulated service, be entitled to four (4) weeks' vacation per year.



- c) After sixteen (16) years' accumulated service, be entitled to five (5) weeks' vacation per year.
- d) After twenty-four (24) years' accumulated service, be entitled to six (6) weeks' vacation per year.

To establish entitlement for four (4), five (5) or six (6) weeks' vacation under the provisions of subsection b), c) or d) above, the period of service required to establish entitlement in the ensuing vacation year must have been completed before April 1 of that year.

- e) Seasonal employees, after seventy-two (72) months' accumulated service, shall be entitled to four (4) weeks' vacation per year.
- f) Vacations shall be arranged by the City and, as far as possible, to suit the convenience of the employee and the needs of seasonal programs, subject to the continuity of operational requirements.

Employees requesting their vacation during the months of April through October shall make their request (stating their first and second choices) by March 15. Seniority, as defined by years of service with the City, shall govern choice of all vacation dates for the confirmed vacation schedule which will be posted by April 1. Once the confirmed vacation schedule has been posted, all other vacation requests shall be considered on a first come basis.

Employees requesting their vacation during the months of November through March shall make their request (stating their first and second choices) by October 15. Seniority, as defined by the years of service with the City, shall govern choice of all vacation dates for the confirmed vacation schedule which will be posted and confirmed by November 1. Once the confirmed vacations schedule has been posted, all other requests will be on a first come basis.

Employees holding seasonal bulletins in different work groups are to have their vacation approved by the section they are working in at the time the vacation is to occur.

If an employee applied and accepts a position in a different work group, vacation is subject to availability and operational requirements of the workgroup the employee is going to.

- g)
  - 1) The vacation year shall operate from April 1 to March 31
  - 2) Employees appointed on or after April 1 shall have their entitlement calculated on the basis of the number of month's employment before April 1 of the current vacation year.
  - 3) The foregoing is subject to the provisions of l) below.

- 4) The employee's anniversary date will be used for the purpose of establishing vacation credits as in a) through d) above.
- h) Pay for the period of earned vacation, if requested by the employee at least one (1) week in advance of the vacation period, shall be payable in advance.
- i) If an employee terminates employment at any time in the vacation year before the employee has taken vacation, the employee shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.
- j) After two (2) years' continuous service, employees may accumulate up to two (2) years' vacation credits with the permission of the General Manager whose decision shall be final and not subject to appeal.
- k) Notwithstanding the foregoing provisions, an employee on Workers' Compensation or sick leave shall not continue to accumulate vacation credits beyond a period of six (6) months' absence.
- l) If an employee experiences a serious illness or injury immediately before vacation, the employee shall be entitled to a deferred vacation, provided that the illness or injury is documented by a physician. Such deferred vacation shall be taken at the discretion of the General Manager.
- m) If a serious illness or injury occurs during an employee's vacation, the employee may, at the sole discretion of the General Manager, whose decision shall be final and not subject to appeal, be allowed a deferred vacation equal to the time lost through such serious illness or injury during the vacation period. Vacation thus deferred shall be charged to sick pay credits that the employee may have.
- n) Employees having an entitlement to vacation, shall be paid the greater of:
  - 1) 3/52, 4/52, 5/52, or 6/52 - as may be applicable of the employee's gross earnings for the vacation year in question; or,
  - 2) that rate which the employees would otherwise have been paid had they not been on vacation.
- o) Emergency Leave

For the purposes of this clause, emergency is defined as any sudden or unusual occurrence or condition that could not, by the exercise of reasonable judgement, have been foreseen by the employee.

1) Granting of Emergency Leave:

Emergency Leave with pay will be granted if the employee is unable to perform his duties because of an emergency as defined in o) above provided that the employee provides notice to the Employer through the Notification of Inability to Report to Work procedure (Article 17) or as soon as reasonably possible.



New

When the employee returns to work, they shall inform the manager or designate of the general nature of the emergency using the following categories: household emergency (e.g., fire, flood, furnace malfunction, etc.) or dependent care (e.g., childcare, family illness, etc.).

- 2) Employees are to use leave credits to cover the time requested, i.e. banked overtime or vacation leave accrual. If the employee has no leave credits to cover the time requested, it will be Emergency Leave No Pay.

If a seasonal employee has no leave credits to cover the Emergency Leave, it will be approved as Emergency Leave without pay.

- 3) Where Emergency Leave is utilized the total leave for the period of April 1 to March 31 each year will not exceed:
  - a. Three (3) work days per year for a permanent full time employee;
  - b. One (1) work day per year for a seasonal employee.

#### ARTICLE 24. SICK LEAVE

- a)
  - 1) Where an employee has been in the City's employ for a period of three (3) months, such employee shall, during the first ten (10) years of employment be entitled to an allowance for sickness to the extent of one and one-quarter ( $1\frac{1}{4}$ ) working days for every month of employment.
  - 2) Employees having over ten (10) years of employment shall be entitled to an allowance for sickness to the extent of one and one-half ( $1\frac{1}{2}$ ) working days per month.
  - 3) The total unused accumulation of sick leave shall not exceed one hundred and ninety-four (194) working days.
- b) Nothing in this Article shall require the City to pay an employee for time absent through sickness during the first three (3) months; however, the sick allowance at the conclusion of the first three (3) months' employment shall be taken into consideration in determining the number of days of sickness allowance to which an employee is entitled.
 

Absence on account of illness shall first be charged against the current year's accumulation. Absence in excess of the current year's accumulation shall be charged to the employee's sick leave credit standing at the start of the year.
- c) Seasonal employees shall be considered as having one (1) year's service in the employ of the City when their work time equals the normal working time for a period of one (1) year.

- d) For the purpose of this clause, illness shall include non-occupational injury or injuries not covered by The Workers' Compensation Act.
- e) Pay for sickness shall not be allowed for a longer period than three (3) days on each occasion unless a satisfactory medical certificate is turned over to the General Manager concerned.
- f) Notwithstanding the foregoing, a medical certificate may be required, at the discretion of the General Manager, for any occasion of sick leave.
- g) No accumulative sick pay shall be allowed if such accumulation arose before a break in the employee's service unless such break is not in excess of one (1) complete work season and caused by leave of absence or the seasonal nature of the employment.
- h) If an order of the Medical Health Officer requires an employee to remain at home on account of the quarantine illness of a member of the employee's family, the employee is to be paid for time lost at the employee's regular rate of pay, and such absence shall not be charged to the employee's sick leave credit.
- i) If an employee is laid off due to lack of work, the accumulation of sick allowance standing to the employee's credit as of the day of being laid off shall remain to the employee's credit until the expiration of the following work season. Employees shall not be entitled to sick pay during the period of layoff, nor shall layoff time count towards the qualifying period referred to in a) above.
- j) The City's obligation for sick pay and the accumulation of sickness allowance shall cease on the discharge or voluntary retirement of an employee from the service of the City.
- k)
  - 1) Effective July 1, 1998, the following shall replace clauses 24 i) and j). If the Federal Employment Insurance Plan (E.I.) does not grant the City a premium reduction under the E.I. Premium Reduction Program, then clauses 24 i) and 24 j) Sick Leave shall apply forthwith and clause 24 k) shall cease to apply.

Where an employee is disabled before notice of a layoff or termination, benefits are payable until the earliest of:

- i) the period of disability, or
- ii) the exhaustion of accumulated sick leave credits, or
- iii) the end of seventy-five (75) work days, or
- iv) the employee's retirement, or
- v) the date of separation for any reason other than illness or injury where notice of separation was given before the onset of the illness or injury.

Where the employee continues to be disabled after layoff or termination, the City and the Union shall pay jointly such sick leave claim in the ratio of



seven twelfths (7/12) by the City and five twelfths (5/12) by the Union until a sum equivalent to the total reduction in EI premiums with respect to the Union under the E. I. Premium Reduction Program of record for the preceding calendar year has been expended. Thereafter, the City and the Union shall pay jointly such sick leave claim in an equal ratio.

- 2) In the case of an employee being laid off due to lack of work, the accumulation of sick allowance standing to the employee's credit as of the day of being laid off shall remain to the employee's credit until the expiration of the following work season. Layoff time shall not count towards the qualifying period referred to in a) above.
  - 3) The City's obligation for accumulation of sickness allowance shall cease on the resignation, retirement or termination of an employee.
- l) On return from sick leave, all employees shall complete a sick leave application form.
  - m) Notwithstanding the foregoing provisions, an employee on Workers' Compensation or sick leave shall not continue to accumulate sick leave credits beyond a period of absence of six (6) months.
  - n) No charge shall be made against an employee's sick leave credit for any public holiday which may occur during an employee's absence on sick leave.
  - o) Sick leave may be used for time off from work on account of formal involvement in a recognized alcohol rehabilitation program and the Employee and Family Assistance Program (E.F.A.P.).
  - p) Sick Leave Bank
    - 1) The terms of reference and criteria for administration of the "Bank" to be determined by the joint committee.
    - 2) A jointly administered Sick Leave Bank is established through payment and/or payroll deduction by the contributing employees and the City.
    - 3) Commencing January 1, 2002 and annually thereafter the City shall make an annual contribution of four hundred and ten thousand dollars (\$410,000.00) which represents joint and equal commitment by the City and the employees. This amount shall be increased by three percent (3%) on January 1, 2002 and by an additional three percent (3%) on January 1, 2003, and by the amount of the general wage increase in all subsequent years.

Each eligible employee shall be deducted one (1) sick day credit annually; which is a first charge against the employee's annual sick leave entitlement and is their contribution to the above annual amount.

- 4) Commencing August 1, 2001, employees who are eligible for Sick Leave Bank benefits shall make a monthly percentage contribution from their earnings by payroll deduction into a Sick Leave Bank account. The City shall match this amount.

The maximum amount, which is contributed by the City, is two hundred and fifty thousand dollars (\$250,000.00) per year.

The maximum amount, which is contributed by all eligible employees, is two hundred and fifty thousand dollars (\$250,000.00) per year.

This monthly percentage contribution by the employees, which is matched by the City, will only be made when the funds provided under 2) above, are insufficient to fund the Sick Leave Bank. The contribution rate will be determined by the Sick Bank Committee in accordance with the above provisions and the Sick Bank Guidelines.

- 5) If the employee and City contributions made in 2001 are insufficient to pay all benefit costs for that year, the City will provide a loan to the Sick Leave Bank sufficient to cover all benefits costs for the year. Any loan will be charged against that 2002 total contributions to the Plan.

#### ARTICLE 25. SENIORITY

- a) An employee will acquire seniority from date of hire, with the proviso that such seniority cannot be exercised during the probationary period.
- b) An employee's seniority is defined as the length of employment from the last date of entry into the Union. Seniority lists showing seniority of employees shall be kept by the Human Resources Division.
- c) The employee's seniority shall not cease because of:
  - 1) Sickness;
  - 2) Accident;
  - 3) Vacation; or
  - 4) Layoff.
- d) The employee's seniority shall cease, however, if the employee:
  - 1) Voluntarily leaves the service of the City.
  - 2) Is discharged and such discharge is not revised through the grievance procedure.
  - 3) Is absent without proper leave.
  - 4) After layoff, fails to report for work within three (3) days after notification to the employee's address on record with the department, unless the employee furnishes reasons for such failure satisfactory to the City.
  - 5) Overstays a vacation period or approved leave of absence without reasonable cause.

- e) Effective June 11, 2007 the employee's seniority date will be adjusted to reflect the period of any approved leave of absence.

#### ARTICLE 26. APPLICATION OF RATES OF PAY

Revised

- a) The rates of pay assigned to the various classes of work in Article 40 shall be paid whenever a full-time permanent employee is performing the duties assigned to such class of employment.
- b) Where an employee's hourly rate is the subject of continuing change, an average rate shall be determined when making sick leave and annual leave payments, as may be necessary.

#### Seasonal Labourers

- 1) The City will pay Seasonal-assignment Labourers the greater of either their placement on pay Grade A1 or eighty percent (80%) of the rate of pay of the pay grade for the position to which they are assigned provided the employee has completed the six-month probationary period (1040 hours).
- 2) Seasonal-assignment Labourers who have attained 5200 hours in pay Grade A1, will receive the rate of pay of the pay grade for the position.

#### ARTICLE 27. PREMIUM PAY

- a)
- 1) A shift employee is defined as an employee who is required to work on shift on a temporary or permanent basis.
  - 2) Shift work shall normally cover twenty-four (24) hours per day on the following basis:
 

Day shift:	8:00 a.m. to 4:00 p.m.
Evening shift:	4:00 p.m. to 12:00 midnight
Night shift:	12:00 midnight to 8:00 a.m.



## b) Shift Differential

In addition to the regular rates of pay provided for elsewhere in this Agreement, a shift differential of one dollar (\$1.00) per hour shall be paid to any employee, the majority or fifty percent (50%) of whose hours of work time fall within either the evening shift (4:00 p.m. to 12:00 midnight) or the night shift (12:00 midnight to 8:00 a.m.) Monday to Friday, it being understood that, should the majority or fifty percent (50%) of the employee's work time fall within the evening or night shift hours specified above, the employee is to be paid shift differential for the full period of the shift.

- 1) Notwithstanding the provisions of b) above, shift differential shall not be payable when overtime pay is payable.
- 2) When an employee is working on a public holiday, the employee shall be paid shift differential in addition to the premium pay for working on the public holiday.

## c) Weekend Premium

Effective June 11, 2007, a weekend premium of one dollar and fifty cents (\$1.50) per hour shall be paid for regular work hours worked by an employee between the hours of midnight Friday to midnight Sunday. Weekend premium will not apply when an employee is receiving overtime pay or time off in lieu of premium pay, differential pay, standby pay, or any other premium pay.

The following shall apply from the first pay period after January 1, 2015:

## d) Weekend Day Premium

Effective the first pay period after January 1, 2015 a weekend day premium of one dollar and fifty cents (\$1.50) per hour shall be paid for regular work hours worked by an employee on the day shift and evening shift as defined in a) 2) above for Saturday and Sunday. Weekend day premium will not apply when an employee is receiving overtime pay or time off in lieu of premium pay, differential pay, standby pay, or any other premium pay.

## e) Weekend Night Premium

Effective the first pay period after January 1, 2015, a weekend night premium of two dollars (\$2.00) per hour shall be paid for regular work hours worked by an employee on the night shift as defined in a) 2) above for Friday night into Saturday morning and Saturday night into Sunday morning. Weekend night premium will not apply when an employee is receiving overtime pay or time off in lieu of premium pay, differential pay, standby pay, or any other premium pay.

For greater clarity, Weekend Premium Pay shall be paid as follows:

Time Frame:	Premium:
Saturday 12:00 midnight to Saturday 8:00 a.m.	Weekend Night Premium
Saturday 8:00 a.m. to Saturday 4:00 p.m.	Weekend Day Premium
Saturday 4:00 p.m. to Sunday 12:00 midnight	Weekend Day Premium
Sunday 12:00 midnight to Sunday 8:00 a.m.	Weekend Night Premium
Sunday 8:00 a.m. to Sunday 4:00 p.m.	Weekend Day Premium
Sunday 4:00 p.m. to Monday 12:00 midnight	Weekend Day Premium

f) Field Trainers

Field Trainers shall be used at Management's discretion to assist in practical training of new Power Mobile Equipment operators once new operators have received classroom training. Field trainers shall be appointed by management from staff who possess the required qualifications and experience on the piece of equipment.

Field Trainers shall be paid one dollar and fifty cents (\$1.50) per hour in addition to their current hourly rate for the period of time that they are training a new Power Mobile Equipment operator on a particular piece of equipment.

g) Superior Duty Pay

Effective the first pay period after January 1, 2015, where approved by management superior duty pay of one dollar (\$1.00) per hour shall be paid as follows:

- 1) For specific assignment of task(s) for which the task or tasks are not reasonably considered to be within the employee's current scope of responsibility.
- Or,
- 2) Where a crew of three (3) or more employees, who ordinarily have direct onsite supervision, are working without direct onsite supervision, and where management determines supervisory duties are necessary for the crew, the senior qualified crew member who accepts the assignment shall receive additional responsibility pay.

- h) Premium pay as outlined in Article 27 shall not form part of the basic wage rate and shall not be payable in respect of vacation, sick pay, Workers' Compensation, or pay in lieu of public holidays falling on off days.

#### ARTICLE 28. STANDBY PAY

- a) Employees designated as "on call" (which means immediately available by direct telephone contact) will be paid either
- Revised 1) one (1) hour's pay at straight time for each eight (8) hour period. For periods less than or greater than eight hours the payment will be prorated; or
- 2) three (3) hours' pay at straight time for each twenty-four (24) hour period that the employee is on call, in addition to payment for overtime hours actually worked.
- b) Trouble Office employees designated as "on call" will be paid one-half (1/2) hour's pay at straight time for each four (4) period on call, in addition to payment for overtime hours actually worked.
- c) Should an employee be called out and fail to report, the hour(s) guarantee will not be payable.

#### ARTICLE 29. WORK CLOTHING AND EQUIPMENT

- a) The City will provide safety boots as required to those employees employed as asphalt labourers, asphalt patchers, asphalt rakers and as concrete labourers or concrete supervisors.

Revised Employees who are required to wear CSA approved safety boots shall receive up to three hundred and fifty dollars (\$350.00) reimbursement once every two (2) years from the date of first purchase for boots and/or personal equipment which is required for health and safety reasons. New employees must complete the probationary period of six (6) accumulated months before reimbursement is provided.

- c) Shop employees shall be provided with coveralls as required and cleaning thereof.
- d) The following clothing issue shall be made to the Public Weigh Scale Attendant as required:
- 1) Windbreaker-type jacket
  - 2) Pair trousers



- e) The following clothing issue shall be made as required to members of the Trouble Department, Operations Assistant I and II (Root Removal/Treatment). Operations Assistant I and II (Valve Inspection) and Operations Assistant (Camera and Video):
  - 1) Shirt
  - 2) Pair trousers
  - 3) Pair coveralls
  - 4) One (1) parka and one (1) jacket every three (3) years.
- f) It is agreed that Works Division employees may purchase, through City Stores, any items of work clothing which are regularly carried in stock for issue.
- g) Coveralls shall be issued to staff as required.
- h) Two (2) pair of coveralls will be provided to each employee in the Solid Waste Branch, except Landfill Weigh Scale Operators, who are to be initially issued with two (2) pair of "battledress" type uniforms, and one (1) pair annually thereafter.
- i) An issue of one (1) parka for welder; two (2) parkas to be used in a pool for mechanics annually.
- j) Solid Waste Branch employees will be provided with one (1) issue of rainwear and rubber boots every three (3) years.
- k) Sewer and Water Section employees will be provided with insulated safety suits as required and approved by management.

New

Sign Shop and Roadways employees will be provided with a winter jacket as required and approved by management.

### ARTICLE 30. HOURS OF WORK

A schedule of rearranged work hours will be designed permitting accumulation of sufficient time such that employees will earn one (1) day off following completion of fourteen (14) extended workdays. Such scheduled days off will be taken in conjunction with the employees' regular days off.

- a) Application and Employee Eligibility for Participation
  - 1) This schedule applies to employees generally, excepting employees working under schedules of averaged work hours otherwise specifically agreed on.
  - 2) Where business requirements currently demand or if circumstances change in the future, employees participating in the rearranged work week will be placed on rotation schedules of days off to facilitate continuance of service on all earned days off.



- 3) Any changes to this article regarding exclusion of employees shall be made by mutual agreement between the City and the Union.

b) Rearranged Hours of Work

- 1) Eligible employees currently working a forty (40) hour work week will be required to work fourteen (14) days over a three (3) week period at eight (8) hours and thirty-four (34) minutes per day. After completing fourteen (14) work days at extended hours within the three (3) week block, employees will be eligible for an earned day off as designated by a rotational scheduled application of rearranged work week to their particular department/section, unless other arrangements are specified.
- 2) Earned days off may not be banked, except as provided elsewhere in this agreement.

c) Overtime Provisions

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

- 1) Eligible employees currently on a forty (40) hour work week, eligible for overtime after working eight (8) hours and thirty-four (34) minutes in one (1) day.
- 2) If circumstances arise such that an employee cannot take his/her scheduled earned day off because of operational restrictions, the overtime provision will apply unless other arrangements specified apply. No other compensation will be forthcoming.

d) Vacation Leave

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

Leave Entitlement	Number of Days	Converts to Number of Hours (Current 40-hour workweek employees)
1 week	5 days	40
2 weeks	10 days	80
3 weeks	15 days	120
4 weeks	20 days	160
5 weeks	25 days	200
6 weeks	30 days	240

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

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

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

e) Sick Leave

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

f) Public Holidays

- 1) If an employee's EDO falls on a public holiday, the day off shall be rescheduled immediately prior to or following the holiday.
- 2) If the employee works on the coincident public holiday, he/she shall be paid the premium rate (2X) applicable for day of rest work and shall be allowed another day's pay (1X) in lieu. No other compensation will be forthcoming.

g) Paid or Unpaid Leave

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

#### h) Training and Staff Development

Where the scheduling of a training program conflicts with an employee's earned day off, such day off will be rescheduled to a mutually agreeable date within the next three (3) week block or be paid as per a regular day's pay, subject to the employee's personal election.

#### i) Pay Procedure

- 1) Employees will continue to receive their pay cheques as per present practice.
- 2) Upon termination, an employee shall be paid for actual hours worked during the last pay period. Any final adjustments regarding disposition of time owed to/by the City will be reconciled at that point in time.

#### j) Business Hours

- 1) The scheduling of rearranged work hours will accommodate in all respects the hours of the affected operations.
- 2) Lunch period length will remain at one-half ( $\frac{1}{2}$ ) hour or one (1) hour per shift depending on the operation involved.

#### k) Relief Duty

No premium pay shall be forthcoming for an employee who assumes the duties and responsibilities of an employee in a higher position who is absent on an earned day off, except in instances where standard work assignment and relief bulletin procedures provide for such a change in responsibilities, and when management sanctions such an arrangement.

#### l) Averaging

- 1) Where contradictions exist between Articles in this agreement and this Article on the Rearranged Work Week, the latter will apply.
- 2) Dispatch Schedule:

The hours of work for the employees in the Dispatch Office will be

- i) twelve (12) hours per day on four shifts (Shifts A, B, C and D) working a three day on - three day off rotation in a six week cycle, and
- ii) eight (8) hours per day, Monday to Friday, on the fifth shift (Shift E)

Where possible, shifts will be assigned as agreed to by the City and the Dispatch Office employee group.



- 3) The hours of work for employees who work in positions not covered by clause a) and b) above will be in accordance with the specific Memorandum of Agreement with respect to the hours of work applicable to each such position.

m) Shifts

- 1) The normal hours of work are eight (8) hours per day and forty (40) hours per week, except as otherwise agreed by the parties.

The normal hours of work will be confined within the period

- i) 6:00 a.m. and 5:00 p.m. for the day shift, and
- ii) 2:00 p.m. and 12:00 midnight for the afternoon shift, and
- iii) 10:00 p.m. and 9:00 a.m. for the night shift.

This period shall make provision for a one (1) hour or one-half (1/2) hour lunch period, depending on the crew involved.

n) Common Conditions

- 1) The City shall give an employee at least one (1) week's notice in writing of a change in the employee's work schedule, excepting unscheduled relief situations. This will not apply where sudden or unusual occurrences or conditions arise that could not have been foreseen by the City.
- 2) Four (4) Union Table Officers and the Chief Shop Steward with the consent of the affected employees may approve a variation in the hours of work for employees in a work group by a Letter of Understanding with the City to vary the hours of work.

ARTICLE 31. WORKERS' COMPENSATION

- a) The City shall pay employees who have been employed for six (6) continuous months and who are injured in the performance of their duties during working hours, for all periods of absence (not exceeding a total of twelve (12) months) resulting from the injury.
- b) This payment will be an amount which, when combined with Workers' Compensation Board payments shall ensure to such employees the maintenance of their regular basic wage rates less normal income tax deductions.
- c) If the Workers' Compensation Board payments are reduced, then the City's payments shall be proportionately reduced.
- d) Salary increments to which the employees would normally be entitled or any increase that may be negotiated for the classification shall be included as part of their basic wage rate.
- e) Workers' Compensation Board payments, as referred to herein, shall not be considered as including "pension payments" or "cash settlements".

### ARTICLE 32. SEVERANCE PAY

- a) Severance pay will be payable on the basis of two percent (2%) per year of civic service of accumulated sick leave credits as of the date the employee leaves employment to a maximum of sixty percent (60%) of such credit. Payment to be based on the average hourly rate during the best ten (10) consecutive years of service and to be paid in cash to the employee - or in such manner as the employee may elect.
- b) Payment shall be made on retirement, resignation or involuntary release from the service on account of technological changes (but not on dismissal for cause), provided the employee has completed ten (10) years of service.
- c) Should an employee die while in the service, and after having completed ten (10) years' service, a gratuity shall be paid to the employee's estate - such gratuity to be calculated in the same manner as for retirement or resignation.

### ARTICLE 33. TRADING OF "OFF DAYS"

- a) At the discretion of the City, employees may be permitted to trade "off days" to the extent of four (4) times in any calendar year. "Times" shall include whole or part days.
- b) The "trade" shall be charged against the employee requesting the "trade."
- c) The Branch Manager or designate shall be notified in advance of any "trade."
- d) All "trades" are to be paid back within sixty (60) days of the "trade" and, in any event, by the end of the calendar year.

### ARTICLE 34. TECHNOLOGICAL CHANGES

- a) The City will hold timely discussions with the Union regarding any technological changes which may result in changes in the employment status of employees.
- b) The City will, through transfer or retraining, make every effort to ensure that no permanent employee suffers on account of technological change.
- c) Technological change means:
  - 1) the introduction by the City into its work, undertaking or business, of equipment or material of a different nature or kind than that previously utilized by the City in the operation of the work, undertaking or business; or,
  - 2) a change in the manner in which the City carries on the work, undertaking or business that is directly related to the introduction of that equipment or material; or,
  - 3) the removal by the City of any part of its work, undertaking or business.



### ARTICLE 35. NO DISCRIMINATION

Revised

The City and the Union will not discriminate against an employee with respect to any term or condition of employment because of the employee's race or perceived race, creed, religion, disability, colour, sex, sexual orientation, gender identity, marital status, family status, age, nationality, ancestry, place of origin, receipt of public assistance (or as providing in the *Saskatchewan Human Rights Code*), or membership or activity in the Union.

Age is that as defined by *The Saskatchewan Human Rights Code*.

### ARTICLE 36. PENSION PLANS

- a) General Superannuation Plan negotiations, other than contribution rates, shall take place through the Pension Benefits Committee. No changes to the Plan will be implemented unilaterally by the City.
- b) Seasonal Pension Plan improvements shall take place through the Seasonal Pension Plan Board. No changes will be implemented unilaterally by the City.
- c) Employees, including employees normally subject to layoff each year, will be considered permanent employees for the purposes of the General Superannuation Plan.

### ARTICLE 37. JOB SECURITY

Having regard to the desirability of maintaining a stable work force, and having regard to periodic peaks in workload dictating the necessity of contracting work out, the parties agree as follows:

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



## ARTICLE 38. PICKET LINES

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

## ARTICLE 39. PARENTING LEAVES

### a) Maternity Leave

- 1) An employee who has completed at least twenty (20) weeks in fifty-two (52) weeks of employment with the City immediately preceding the day on which the requested leave is to commence, and who provides to her Branch manager as soon as possible, but no later than four (4) weeks prior to the day on which she intends to commence the leave, her request for maternity leave, which must include a medical certificate from a qualified medical practitioner certifying that she is pregnant and estimating the date of birth, and advice of the day she intends to commence maternity leave, and advice of the day she intends to end maternity leave will be entitled, upon written request, to maternity leave without regular pay.
- 2) Maternity leave may be for a period of up to eighteen (18) consecutive weeks.
- 3) Maternity leave must be taken during the period that begins twelve (12) weeks before the estimated day of birth and ends eighteen (18) weeks after the day of birth.
- 4) Where the employee and her Branch Manager agree that the portion of the leave following the date of birth, should be less than six (6) weeks, then her Branch Manager may permit her to resume her employment at the time agreed provided that at or before the time she resumes her employment, she provides her Branch Manager with a certificate from a qualified medical practitioner, certifying that resumption of employment at the time so agreed will not endanger her health.
- 5) Where the pregnancy of an employee would reasonably interfere with the performance of her duties, her Branch Manager may require her to take a maximum of thirteen (13) weeks leave prior to the estimated date of birth.

The onus lies with the City to establish that the pregnancy would reasonably interfere with duties, and that no opportunity exists to modify the employee's duties, or to reassign the employee to another job.

- 6) The City will pay a benefit to an employee who is on maternity leave, and who is eligible for maternity benefits under The Employment Insurance Act (Canada), and who is not on layoff, and who is not a temporary employee ninety-five percent (95%) of her regular salary during her first two (2) week Employment Insurance waiting period, and the difference between the Employment Insurance benefits and ninety-five percent (95%) of her regular salary for thirteen (13) additional weeks.

- 7) Any employee who works less than full-time shall receive benefits on a prorated basis.
- 8) Employees subject to layoff shall only receive this benefit for the duration of their work period.

b) Adoption Leave

- 1) An employee who has completed at least twenty (20) weeks in fifty-two (52) weeks of employment with the City immediately preceding the day on which the requested leave is to commence, and who provides to the Branch manager as soon as possible, but no later than four (4) weeks prior to the day on which the employee intends to commence the leave, the employee's request for adoption leave, which must include confirmation of being the primary caregiver of the newly adopted child during the period of leave, and advice of the day the employee will commence adoption leave, and advice of the day the employee intends to end adoption leave will be entitled, upon written request, to adoption leave without pay.
- 2) Adoption leave consists of a period of not more than eighteen (18) weeks commencing on the day the child becomes available for adoption.

c) Parental Leave

- 1) An employee who is taking maternity leave or adoption leave, and who as soon as possible but no later than four (4) weeks prior to the day on which the employee is scheduled to return from maternity leave or adoption leave, which is considered to be the day on which the employee intends to commence parental leave, provides to the Branch manager the employee's request for parental leave, which must include advice of the day the employee intends to end parental leave, or who has completed at least twenty (20) weeks in fifty-two (52) weeks of employment with the City immediately preceding the day on which the requested leave is to commence, and who provides to the Branch manager as soon as possible, but no later than four (4) weeks prior to the day on which the employee intends to commence the leave, the employee's request for parental leave, which must include advice of the date of birth or the day on which the child comes into the employee's care, and the day the employee will commence parental leave, and the day the employee intends to end parental leave will be entitled, upon written request, to parental leave without pay.
- 2) Parental leave will be for a period of up to thirty-four (34) consecutive weeks if the employee is entitled to maternity leave or adoption leave, or thirty-seven (37) consecutive weeks if the employee is not entitled to maternity leave or adoption leave.



- 3) Parental leave must be taken during the period that begins twelve (12) weeks before the estimated day of birth or begins the day the child comes into the employee's care and ends fifty-two (52) weeks after the actual day of birth or the actual day on which the child comes into the employee's care.

d) General

- 1) The employee will give a minimum of four (4) weeks notice of the employee's intent to return to work either from maternity leave, adoption leave or parental leave.
- 2) Individual circumstances may justify a variance in the time limit to give notice.
- 3) An employee who takes parental leave in conjunction with either maternity leave or adoption leave must take the parental leave consecutive to either leave.
- 4) The employee will not lose the benefits the employee accrued up to the commencement of a leave. Notwithstanding provisions contained elsewhere in this Agreement, an employee taking a parenting leave will not accumulate either sick or vacation credits nor will the employee be entitled to paid sick leave or statutory holidays.
- 5) An employee taking maternity, adoption and/or parental leaves will accumulate seniority and rights of recall.
- 6) An employee who does not return to work following a parenting leave will be considered to have terminated employment.

ARTICLE 40. SALARY SCHEDULE

a) Labourer

- 1) Time worked as seasonal, temporary or unskilled labour shall not be accumulated and carried forward into the next season for the purpose of being paid at the Labourer rate.
- 2) The Labourer wage range shall apply to all temporary, seasonal, and unskilled labour, permanent asphalt, concrete, or landfill labour, and to Gas Pump Attendants, Gravel Checkers, and Helpers.

b) Equipment Operators

- 1) Equipment Operator I  
  
Line Marker, Litter Truck Operator, Load Packer, Roller/Packer, Single Axle Truck, Trackless Tractor, Tractor Loader, Water Truck (Street Flusher).



## 2) Equipment Operator II

Cable Sewer Cleaner, Eductor Truck, Hot Box Asphalt Packer, Pothole Spray Patcher, Side-Loading Refuse Packer, Sidewalk Snow Plough, Single Axle Truck (while sanding).

## 3) Equipment Operator III

Asphalt Distributor, Bulldozer (small), Front-end Loader (small), Patrol (small), Semi-trailer and Winch, Skid Steer Loader, Steam Boiler, Tandem Asphalt Roller/Packer, Tandem Axle Truck with 1A Drivers' License.

## 4) Equipment Operator IV

Asphalt Planer, Asphalt Spreader (small), Automated Side-loading Refuse Packer, Earth Saw, Fork-lift Load Packer, Snow Plough Truck, Self-Loading Tandem Axle Truck, Sweeper, Tandem Axle Sanding Truck, Utility C (during the winter season), Underslung Snow Plough Truck.

## 5) Equipment Operator V

Asphalt Spreader (large), Belt Loader (self-propelled), Bucket/Auger Truck, Large Line-marking Truck, Seaman's Earth Mixer, Sewer Cleaner Truck.

## 6) Equipment Operator VI

Bulldozer (large), Crane/Hoist (self-propelled), Front-end Loader (large), Garbage Compactor, Sewer Cleaner Truck (while operating hydro-excavating equipment) Snow Blower (self-propelled), Tractor Excavator.

## 7) Equipment Operator VII

Excavator, Scraper, Patrol (large).

## c) Operations Assistants

## 1) Operations Assistant I

Hydrant Inspection, Root Removal and Treatment, Tapping, Valve Inspection.

## 2) Operations Assistant II

Camera and Video, Clearances and Records, Dispatch, Hydrant Inspection after one (1) accumulated year, Leak Detection, Root Removal and Treatment, Storm and Wastewater, Valve Inspection.

3)

i) Operations Assistant III

Cameras and Roots, Central Services, Clearances and Records, Leak Detection, Fleet Control, Personnel, Tapping, Time and Cost Control, Water Distribution.

ii) Operations Assistant III (V &amp; E)

4) Operations Assistant IV

Sign & Paint Shop, Solid Waste, Special Projects, Streets and Sidewalks, Water and Sewer.

d) Apprentices

1) Apprentice Carpenter:

1st year 60% of journeyman rate,

2nd year 70% of journeyman rate,

3rd year 80% of journeyman rate,

4th year 90% of journeyman rate.

2) Apprentice Mechanic:

1st year 64% of minimum journeyman rate,

2nd year 71% of minimum journeyman rate,

3rd year 78% of minimum journeyman rate,

4th year 85% of minimum journeyman rate,

5th year 93% of minimum journeyman rate.

e) Tunnellers shall receive twenty-five cents (25¢) per hour in addition to the Water & Sewer Labourer rate while employed in tunnelling operations.

#### ARTICLE 41. PERSONNEL RECORDS

An employee shall have the right by giving twenty-four (24) hours' notice to have access to and review the employee's personnel record at City Hall.

ARTICLE 42. DISCIPLINE

- a) An employee may be dismissed without notice for misconduct, absence without leave not due to sickness, or for refusal or wilful neglect to carry out reasonable instructions of anyone in authority to give such instructions.
- b) An employee who is disciplined or dismissed shall have the rights of appeal provided in this Agreement.
- c) Whenever it is found necessary to discipline an employee, the written particulars of the matter giving rise to discipline shall be given to the employee - copy to the Union- within thirty (30) working days following discipline. If this procedure is not followed, such discipline shall not become a part of the employee's record.
- d) Employees may request that a record of minimum reprimand be removed from their personnel record after expiration of twenty-four (24) months after the date of such reprimand.

ARTICLE 43. UPGRADE OPERATOR'S LICENSE

- a) The City agrees to assist employees with appeals and/or costs of surcharges against their operator's license that result directly from the proper performance of their duties. A Union/Management Committee will decide if assistance is to be provided. Should there be an impasse, the City Manager will decide the matter.
- b) The City will assist employees with obtaining or upgrading of necessary vehicle operator's licenses.
- c) The city will reimburse employees up to sixty dollars (\$60.00) for medical examinations for 1A licences.

ARTICLE 44. DENTAL/MEDICAL PLANS

- a) Dental Plan

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

- b) Medi/Optical Plan

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



## WAGES

Revised

Effective December 1, 2017 - Employees shall receive a 0.50% wage increase.

Effective July 1, 2018 - Employees shall receive a 1.50% wage increase.

Dated this 10<sup>th</sup> day of December, 2018, in the City of Saskatoon, in the Province of Saskatchewan.

On behalf of The City of Saskatoon

Mayor



City Clerk



On behalf of CUPE Local 859

President



Executive



## Schedule A – Job Classifications

Classification	Rate	Classification	Rate
Asphalt Raker	9	Service Writer	26
Assistant Shop Supervisor	44	Sewer Camera Operator	19
Building and Grounds Maintenance Carpenter (Journeyman)	41	Shop Assistant	1
Building and Grounds Maintenance Supervisor	42	Shop Serviceman (Roadways)	26
Buildings and Grounds Maintenance Labourer	11	Sign Maker	20
Business Systems and Project Supervisor	36	Supervisor (Storm and Wastewater)	40
Buyer I	24	Supervisor VI (Utility Customer Service)	38
Buyer II	32	Supervisor II	27
CCTV Helper	9	Supervisor IV	34
CCTV Operator	31	Supervisor VI	38
Concrete Finisher	20	Supervisor VI (Customer Service)	38
Concrete Labourer	9	Traffic Signing and Painting	11
Customer Service Representative	22	Trainer	35
Equipment Operator I	9	Utility (Containers)	17
Equipment Operator II	13	Utility (Yards)	7
Equipment Operator IV	17	Utility A	30
Equipment Operator V	20	Utility A (Roadways)	30
Equipment Operator VI	23	Utility B (Roadways)	10
Equipment Operator VII	25	Utility C (Roadways)	8
Labourer	1	Utility Collections Operator	23
Landfill Attendant	17	Utility Containers (Special Services)	23
Landscape and Walkway Labourer	9	Utility Labourer	20
Machinist	41	Wash Bay Attendant	9
Mechanic (Journeyman)	41	Wastewater Inspector	22
Mechanic Supervisor	43	Water and Sewer Labourer	11
Mechanic's Helper	15	Water and Sewer Trouble	19
Operations Assistant II	18	Water Operations Labourer	14
Operations Assistant III	22	Water System Operator	14
Operations Assistant III (V&E)	29	Weigh Scale Attendant	9
Service Coordinator	28	Welder (Journeyman)	41

**CUPE 859****Effective: January 1, 2017 to November 30, 2017****0.00% increase****Schedule B – Wage**

<b>Grade</b>	<b>Step</b>	<b>Description</b>	<b>Hourly</b>	<b>Pay Period</b>	<b>Monthly</b>	<b>Annual</b>
1	1	1st 12 mo.	\$15.9922	\$1,386.04	\$2,772.09	\$33,265.06
1	2	2nd 12 mo.	\$18.4869	\$1,602.26	\$3,204.52	\$38,454.23
1	3	3rd 12 mo.	\$20.9817	\$1,818.48	\$3,636.97	\$43,643.61
1	4	Maximum	\$23.4635	\$2,033.58	\$4,067.16	\$48,805.96
2	1	Maximum	\$15.9922	\$1,386.04	\$2,772.09	\$33,265.06
3	1	1st 12 mo.	\$18.4869	\$1,602.26	\$3,204.52	\$38,454.23
3	2	2nd 12 mo.	\$21.5641	\$1,868.96	\$3,737.92	\$44,855.05
3	3	3rd 12 mo.	\$25.0617	\$2,172.10	\$4,344.20	\$52,130.34
3	4	Maximum	\$26.1020	\$2,262.26	\$4,524.52	\$54,294.25
4	1	1st 12 mo.	\$18.9222	\$1,639.99	\$3,279.98	\$39,359.76
4	2	2nd 12 mo.	\$22.0758	\$1,913.31	\$3,826.62	\$45,919.44
4	3	3rd 12 mo.	\$25.2294	\$2,186.63	\$4,373.26	\$52,479.12
4	4	Maximum	\$28.3829	\$2,459.95	\$4,919.90	\$59,038.80
5	1	1st 12 mo.	\$19.4383	\$1,684.72	\$3,369.43	\$40,433.22
5	2	2nd 12 mo.	\$21.5641	\$1,868.96	\$3,737.92	\$44,855.05
5	3	3rd 12 mo.	\$23.6904	\$2,053.25	\$4,106.49	\$49,277.93
5	4	4th 12 mo.	\$25.8163	\$2,237.50	\$4,475.00	\$53,699.97
5	5	Maximum	\$28.2459	\$2,448.07	\$4,896.14	\$58,753.73
6	1	1st 12 mo.	\$20.9313	\$1,814.12	\$3,628.23	\$43,538.78
6	2	2nd 12 mo.	\$23.4623	\$2,033.48	\$4,066.96	\$48,803.46
6	3	Maximum	\$23.9748	\$2,077.90	\$4,155.79	\$49,869.50
7	1	Maximum	\$23.4623	\$2,033.48	\$4,066.96	\$48,803.46



**CUPE 859****Effective: January 1, 2017 to November 30, 2017****0.00% increase**

Revised

Revised

Grade	Step	Description	Hourly	Pay Period	Monthly	Annual
8	1	Maximum	\$25.2326	\$2,186.91	\$4,373.82	\$52,485.83
9	1	Maximum	\$24.2853	\$2,104.81	\$4,209.61	\$50,515.37
10	1	1 <sup>st</sup> 12mo.	\$24.8591	\$2,154.54	\$4,309.08	\$51,708.92
10	2	Maximum	\$26.1020	\$2,262.26	\$4,524.52	\$54,294.25
11	1	1st 12 mo.	\$24.2853	\$2,104.81	\$4,209.61	\$50,515.37
11	2	2nd 12 mo.	\$24.7667	\$2,146.53	\$4,293.06	\$51,516.72
11	3	Maximum	\$26.1020	\$2,262.26	\$4,524.52	\$54,294.25
12	1	1st 12 mo.	\$24.5028	\$2,123.66	\$4,247.32	\$50,967.78
12	2	2nd 12 mo.	\$25.0307	\$2,169.41	\$4,338.82	\$52,065.86
12	3	Maximum	\$25.6517	\$2,223.23	\$4,446.47	\$53,357.59
13	1	Maximum	\$24.7667	\$2,146.53	\$4,293.06	\$51,516.72
14	1	1st 12 mo.	\$24.2853	\$2,104.81	\$4,209.62	\$50,515.44
14	2	2nd 12 mo.	\$26.1020	\$2,262.26	\$4,524.52	\$54,294.25
14	3	3rd 12 mo.	\$26.6431	\$2,309.16	\$4,618.31	\$55,419.78
14	4	Maximum	\$28.3536	\$2,457.41	\$4,914.82	\$58,977.76
15	1	Maximum	\$24.8753	\$2,155.94	\$4,311.88	\$51,742.61
16	1	Maximum	\$25.2326	\$2,186.91	\$4,373.82	\$52,485.83
17	1	Maximum	\$25.6828	\$2,225.93	\$4,451.86	\$53,422.28
18	1	Maximum	\$25.9778	\$2,251.50	\$4,502.99	\$54,035.90
19	1	1st 12 mo.	\$25.9778	\$2,251.50	\$4,502.99	\$54,035.90
19	2	Maximum	\$26.9990	\$2,340.00	\$4,680.01	\$56,160.08

**CUPE 859****Effective: January 1, 2017 to November 30, 2017****0.00% increase**

Grade	Step	Description	Hourly	Pay Period	Monthly	Annual
20	1	Maximum	\$26.1020	\$2,262.26	\$4,524.52	\$54,294.25
21	1	Entry Level	\$26.1020	\$2,262.26	\$4,524.52	\$54,294.25
21	2	1 Yr. Experience and 1A licence	\$26.5005	\$2,296.80	\$4,593.60	\$55,123.16
21	3	2 Yrs. Experience and 1A licence	\$27.8255	\$2,411.64	\$4,823.27	\$57,879.27
22	1	1st 12 mo.	\$26.4436	\$2,291.87	\$4,583.73	\$55,004.80
22	2	2nd 12 mo.	\$27.1112	\$2,349.73	\$4,699.46	\$56,393.46
22	3	Maximum	\$27.7479	\$2,404.91	\$4,809.82	\$57,717.85
23	1	Maximum	\$26.6143	\$2,306.66	\$4,613.32	\$55,359.87
24	1	1st 12 mo.	\$26.6611	\$2,310.72	\$4,621.44	\$55,457.22
24	2	2nd 12 mo.	\$27.3753	\$2,372.62	\$4,745.23	\$56,942.81
24	3	Maximum	\$28.0740	\$2,433.17	\$4,866.35	\$58,396.17
25	1	Maximum	\$27.1891	\$2,356.48	\$4,712.96	\$56,555.50
26	1	Maximum	\$27.2666	\$2,363.20	\$4,726.39	\$56,716.71
27	1	Maximum	\$27.7015	\$2,400.89	\$4,801.78	\$57,621.34
28	1	Maximum	\$27.7479	\$2,404.91	\$4,809.82	\$57,717.85
29	1	Maximum	\$27.7635	\$2,406.26	\$4,812.53	\$57,750.30
30	1	1st 12 mo.	\$26.5005	\$2,296.80	\$4,593.60	\$55,123.16
30	2	Maximum	\$27.8255	\$2,411.64	\$4,823.27	\$57,879.27
31	1	1st 12 mo.	\$28.3536	\$2,457.41	\$4,914.81	\$58,977.76
31	2	2nd 12 mo.	\$29.0834	\$2,520.66	\$5,041.32	\$60,495.80
31	3	Maximum	\$29.7975	\$2,582.55	\$5,165.10	\$61,981.18
32	1	1st 12 mo.	\$28.8193	\$2,497.77	\$4,995.54	\$59,946.45
32	2	2nd 12 mo.	\$29.6425	\$2,569.12	\$5,138.23	\$61,658.77
32	3	Maximum	\$30.2946	\$2,625.63	\$5,251.27	\$63,015.19
33	1	Maximum	\$29.0056	\$2,513.92	\$5,027.83	\$60,333.97

Revised

**CUPE 859****Effective: January 1, 2017 to November 30, 2017****0.00% increase**

<b>Grade</b>	<b>Step</b>	<b>Description</b>	<b>Hourly</b>	<b>Pay Period</b>	<b>Monthly</b>	<b>Annual</b>
34	1	Maximum	\$29.7975	\$2,582.55	\$5,165.10	\$61,981.18
34	2	2nd 12 mo. (with certification)	\$30.5518	\$2,647.92	\$5,295.85	\$63,550.19
35	1	Maximum	\$30.9313	\$2,680.82	\$5,361.63	\$64,339.58
36	1	Maximum	\$32.4684	\$2,814.04	\$5,628.07	\$67,536.87
37	1	1 (Maximum)	\$32.4684	\$2,814.04	\$5,628.08	\$67,536.96
37	2	2 (with admin duties)	\$33.2268	\$2,879.77	\$5,759.54	\$69,114.48
37	3	3 (with certification)	\$33.2222	\$2,879.37	\$5,758.74	\$69,104.88
38	1	Maximum	\$33.2268	\$2,879.77	\$5,759.53	\$69,114.40
39	1	1st 12 mo.	\$33.4995	\$2,903.40	\$5,806.80	\$69,681.60
39	2	Maximum	\$34.9323	\$3,027.58	\$6,055.16	\$72,661.92
40	1	Maximum	\$33.6780	\$2,918.87	\$5,837.74	\$70,052.93
41	1	1st 12 mo.	\$34.1907	\$2,963.31	\$5,926.62	\$71,119.39
41	2	Maximum	\$36.1143	\$3,130.03	\$6,260.05	\$75,120.63
42	1	Maximum	\$38.4256	\$3,330.35	\$6,660.69	\$79,928.32
43	1	Maximum	\$38.5997	\$3,345.44	\$6,690.87	\$80,290.46
44	1	Maximum	\$41.0934	\$3,561.56	\$7,123.13	\$85,477.56



**CUPE 859****Effective: December 1, 2017 to June 30, 2018****0.50% increase**

<b>Grade</b>	<b>Step</b>	<b>Description</b>	<b>Hourly</b>	<b>Pay Period</b>	<b>Monthly</b>	<b>Annual</b>
1	1	1st 12 mo.	\$16.0722	\$1,392.98	\$2,785.96	\$33,431.52
1	2	2nd 12 mo.	\$18.5793	\$1,610.27	\$3,220.54	\$38,646.48
1	3	3rd 12 mo.	\$21.0866	\$1,827.58	\$3,655.16	\$43,861.92
1	4	Maximum	\$23.5808	\$2,043.75	\$4,087.50	\$49,050.00
2	1	Maximum	\$16.0722	\$1,392.98	\$2,785.96	\$33,431.52
3	1	1st 12 mo.	\$18.5793	\$1,610.27	\$3,220.54	\$38,646.48
3	2	2nd 12 mo.	\$21.6719	\$1,878.30	\$3,756.60	\$45,079.20
3	3	3rd 12 mo.	\$25.1870	\$2,182.96	\$4,365.92	\$52,391.04
3	4	Maximum	\$26.2325	\$2,273.57	\$4,547.14	\$54,565.68
4	1	1st 12 mo.	\$19.0168	\$1,648.19	\$3,296.38	\$39,556.56
4	2	2nd 12 mo.	\$22.1862	\$1,922.88	\$3,845.76	\$46,149.12
4	3	3rd 12 mo.	\$25.3555	\$2,197.56	\$4,395.12	\$52,741.44
4	4	Maximum	\$28.5248	\$2,472.24	\$4,944.48	\$59,333.76
5	1	1st 12 mo.	\$19.5355	\$1,693.14	\$3,386.28	\$40,635.36
5	2	2nd 12 mo.	\$21.6719	\$1,878.30	\$3,756.60	\$45,079.20
5	3	3rd 12 mo.	\$23.8089	\$2,063.52	\$4,127.04	\$49,524.48
5	4	4th 12 mo.	\$25.9454	\$2,248.69	\$4,497.38	\$53,968.56
5	5	Maximum	\$28.3871	\$2,460.31	\$4,920.62	\$59,047.44
6	1	1st 12 mo.	\$21.0360	\$1,823.19	\$3,646.38	\$43,756.56
6	2	2nd 12 mo.	\$23.5796	\$2,043.64	\$4,087.28	\$49,047.36
6	3	Maximum	\$24.0947	\$2,088.29	\$4,176.58	\$50,118.96
7	1	Maximum	\$23.5796	\$2,043.64	\$4,087.28	\$49,047.36
8	1	Entry Level (New Hires as at April 25, 2018 start at Step 2)	\$23.5896	\$2,044.51	\$4,089.02	\$49,068.24

**CUPE 859****Effective: December 1, 2017 to June 30, 2018****0.50% increase**

Grade	Step	Description	Hourly	Pay Period	Monthly	Annual
8	2	1 <sup>st</sup> 12 mo. Experience and 1A licence	\$25.3588	\$2,197.85	\$4,395.70	\$52,748.40
9	1	Maximum	\$24.4067	\$2,115.33	\$4,230.66	\$50,767.92
10	1	Entry Level (New Hires as at April 25, 2018 start at Step 2)	\$24.4067	\$2,115.33	\$4,230.66	\$50,767.92
10	2	1 <sup>st</sup> 12 mo. Experience and 1A licence	\$24.9834	\$2,165.31	\$4,330.62	\$51,967.44
10	3	2 <sup>nd</sup> 12 mo. Experience and 1A licence	\$26.2325	\$2,273.57	\$4,547.14	\$54,565.68
11	1	1st 12 mo.	\$24.4067	\$2,115.33	\$4,230.66	\$50,767.92
11	2	2nd 12 mo.	\$24.8905	\$2,157.26	\$4,314.52	\$51,774.24
11	3	Maximum	\$26.2325	\$2,273.57	\$4,547.14	\$54,565.68
12	1	1st 12 mo.	\$24.6253	\$2,134.27	\$4,268.54	\$51,222.48
12	2	2nd 12 mo.	\$25.1559	\$2,180.26	\$4,360.52	\$52,326.24
12	3	Maximum	\$25.7800	\$2,234.35	\$4,468.70	\$53,624.40
13	1	Maximum	\$24.8905	\$2,157.26	\$4,314.52	\$51,774.24
14	1	1st 12 mo.	\$24.4067	\$2,115.33	\$4,230.66	\$50,767.92
14	2	2nd 12 mo.	\$26.2325	\$2,273.57	\$4,547.14	\$54,565.68
14	3	3rd 12 mo.	\$26.7763	\$2,320.70	\$4,641.40	\$55,696.80
14	4	Maximum	\$28.4954	\$2,469.70	\$4,939.40	\$59,272.80
15	1	Maximum	\$24.9997	\$2,166.72	\$4,333.44	\$52,001.28
16	1	Maximum	\$25.3588	\$2,197.85	\$4,395.70	\$52,748.40
17	1	Maximum	\$25.8112	\$2,237.06	\$4,474.12	\$53,689.44
18	1	Maximum	\$26.1077	\$2,262.75	\$4,525.50	\$54,306.00
19	1	1st 12 mo.	\$26.1077	\$2,262.75	\$4,525.50	\$54,306.00
19	2	Maximum	\$27.1340	\$2,351.70	\$4,703.40	\$56,440.80
20	1	Maximum	\$26.2325	\$2,273.57	\$4,547.14	\$54,565.68



**CUPE 859****Effective: December 1, 2017 to June 30, 2018****0.50% increase**

Grade	Step	Description	Hourly	Pay Period	Monthly	Annual
21	1	Entry Level (New Hires as at April 25, 2018 start at Step 2)	\$26.2325	\$2,273.57	\$4,547.14	\$54,565.68
21	2	1 <sup>st</sup> 12 mo Experience and 1A licence	\$26.6330	\$2,308.28	\$4,616.56	\$55,398.72
21	3	2 <sup>nd</sup> 12 mo. Experience and 1A licence	\$27.9646	\$2,423.69	\$4,847.38	\$58,168.56
22	1	1st 12 mo.	\$26.5758	\$2,303.32	\$4,606.64	\$55,279.68
22	2	2nd 12 mo.	\$27.2468	\$2,361.48	\$4,722.96	\$56,675.52
22	3	Maximum	\$27.8866	\$2,416.93	\$4,833.86	\$58,006.32
23	1	Maximum	\$26.7474	\$2,318.20	\$4,636.40	\$55,636.80
24	1	1st 12 mo.	\$26.7944	\$2,322.27	\$4,644.54	\$55,734.48
24	2	2nd 12 mo.	\$27.5122	\$2,384.48	\$4,768.96	\$57,227.52
24	3	Maximum	\$28.2144	\$2,445.34	\$4,890.68	\$58,688.16
25	1	Maximum	\$27.3250	\$2,368.26	\$4,736.52	\$56,838.24
26	1	Maximum	\$27.4029	\$2,375.01	\$4,750.02	\$57,000.24
27	1	Maximum	\$27.8400	\$2,412.89	\$4,825.78	\$57,909.36
28	1	Maximum	\$27.8866	\$2,416.93	\$4,833.86	\$58,006.32
29	1	Maximum	\$27.9023	\$2,418.29	\$4,836.58	\$58,038.96
30	1	Maximum	\$27.9646	\$2,423.69	\$4,847.38	\$58,168.56
31	1	1st 12 mo.	\$28.4954	\$2,469.70	\$4,939.40	\$59,272.80
31	2	2nd 12 mo.	\$29.2288	\$2,533.26	\$5,066.52	\$60,798.24
31	3	Maximum	\$29.9465	\$2,595.46	\$5,190.92	\$62,291.04
32	1	1st 12 mo.	\$28.9634	\$2,510.26	\$5,020.52	\$60,246.24
32	2	2nd 12 mo.	\$29.7907	\$2,581.96	\$5,163.92	\$61,967.04
32	3	Maximum	\$30.4461	\$2,638.76	\$5,277.52	\$63,330.24
33	1	Maximum	\$29.1506	\$2,526.48	\$5,052.96	\$60,635.52



**CUPE 859****Effective: December 1, 2017 to June 30, 2018****0.50% increase**

<b>Grade</b>	<b>Step</b>	<b>Description</b>	<b>Hourly</b>	<b>Pay Period</b>	<b>Monthly</b>	<b>Annual</b>
34	1	Maximum	\$29.9465	\$2,595.46	\$5,190.92	\$62,291.04
34	2	2nd 12 mo. (with certification)	\$30.7046	\$2,661.17	\$5,322.34	\$63,868.08
35	1	Maximum	\$31.0860	\$2,694.22	\$5,388.44	\$64,661.28
36	1	Maximum	\$32.6307	\$2,828.10	\$5,656.20	\$67,874.40
37	1	1 (Maximum)	\$32.6307	\$2,828.10	\$5,656.20	\$67,874.40
37	2	2 (with admin duties)	\$33.3929	\$2,894.16	\$5,788.32	\$69,459.84
37	3	3 (with certification)	\$33.3883	\$2,893.76	\$5,787.52	\$69,450.24
38	1	Maximum	\$33.3929	\$2,894.16	\$5,788.32	\$69,459.84
39	1	1st 12 mo.	\$33.6670	\$2,917.92	\$5,835.84	\$70,030.08
39	2	Maximum	\$35.1070	\$3,042.72	\$6,085.44	\$73,025.28
40	1	Maximum	\$33.8464	\$2,933.47	\$5,866.94	\$70,403.28
41	1	1st 12 mo.	\$34.3617	\$2,978.13	\$5,956.26	\$71,475.12
41	2	Maximum	\$36.2949	\$3,145.68	\$6,291.36	\$75,496.32
42	1	Maximum	\$38.6177	\$3,347.00	\$6,694.00	\$80,328.00
43	1	Maximum	\$38.7927	\$3,362.16	\$6,724.32	\$80,691.84
44	1	Maximum	\$41.2989	\$3,579.38	\$7,158.76	\$85,905.12

**CUPE 859****Effective: July 1, 2018 to December 31, 2018****1.50% increase**

Grade	Step	Description	Hourly	Pay Period	Monthly	Annual
1	1	1st 12 mo.	\$16.3133	\$1,413.87	\$2,827.74	\$33,932.88
1	2	2nd 12 mo.	\$18.8580	\$1,634.42	\$3,268.84	\$39,226.08
1	3	3rd 12 mo.	\$21.4029	\$1,854.99	\$3,709.98	\$44,519.76
1	4	Maximum	\$23.9345	\$2,074.40	\$4,148.80	\$49,785.60
2	1	Maximum	\$16.3133	\$1,413.87	\$2,827.74	\$33,932.88
3	1	1st 12 mo.	\$18.8580	\$1,634.42	\$3,268.84	\$39,226.08
3	2	2nd 12 mo.	\$21.9970	\$1,906.48	\$3,812.96	\$45,755.52
3	3	3rd 12 mo.	\$25.5648	\$2,215.70	\$4,431.40	\$53,176.80
3	4	Maximum	\$26.6260	\$2,307.68	\$4,615.36	\$55,384.32
4	1	1st 12 mo.	\$19.3021	\$1,672.91	\$3,345.82	\$40,149.84
4	2	2nd 12 mo.	\$22.5190	\$1,951.72	\$3,903.44	\$46,841.28
4	3	3rd 12 mo.	\$25.7358	\$2,230.52	\$4,461.04	\$53,532.48
4	4	Maximum	\$28.9527	\$2,509.33	\$5,018.66	\$60,223.92
5	1	1st 12 mo.	\$19.8285	\$1,718.54	\$3,437.08	\$41,244.96
5	2	2nd 12 mo.	\$21.9970	\$1,906.48	\$3,812.96	\$45,755.52
5	3	3rd 12 mo.	\$24.1660	\$2,094.47	\$4,188.94	\$50,267.28
5	4	4th 12 mo.	\$26.3346	\$2,282.42	\$4,564.84	\$54,778.08
5	5	Maximum	\$28.8129	\$2,497.21	\$4,994.42	\$59,933.04
6	1	1st 12 mo.	\$21.3515	\$1,850.53	\$3,701.06	\$44,412.72
6	2	2nd 12 mo.	\$23.9333	\$2,074.30	\$4,148.60	\$49,783.20
6	3	Maximum	\$24.4561	\$2,119.61	\$4,239.22	\$50,870.64
7	1	Maximum	\$23.9333	\$2,074.30	\$4,148.60	\$49,783.20
8	2	1 <sup>st</sup> 12 mo. Experience and 1A licence	\$25.7392	\$2,230.82	\$4,461.64	\$53,539.68
9	1	Maximum	\$24.7728	\$2,147.06	\$4,294.12	\$51,529.44
10	2	1 <sup>st</sup> 12 mo. Experience and 1A licence	\$25.3582	\$2,197.80	\$4,395.60	\$52,747.20
10	3	2 <sup>nd</sup> 12 mo. Experience and 1A licence	\$26.6260	\$2,307.68	\$4,615.36	\$55,384.32



**CUPE 859****Effective: July 1, 2018 to December 31, 2018****1.50% increase**

Grade	Step	Description	Hourly	Pay Period	Monthly	Annual
11	1	1st 12 mo.	\$24.7728	\$2,147.06	\$4,294.12	\$51,529.44
11	2	2nd 12 mo.	\$25.2639	\$2,189.62	\$4,379.24	\$52,550.88
11	3	Maximum	\$26.6260	\$2,307.68	\$4,615.36	\$55,384.32
12	1	1st 12 mo.	\$24.9947	\$2,166.29	\$4,332.58	\$51,990.96
12	2	2nd 12 mo.	\$25.5332	\$2,212.96	\$4,425.92	\$53,111.04
12	3	Maximum	\$26.1667	\$2,267.87	\$4,535.74	\$54,428.88
13	1	Maximum	\$25.2639	\$2,189.62	\$4,379.24	\$52,550.88
14	1	1st 12 mo.	\$24.7728	\$2,147.06	\$4,294.12	\$51,529.44
14	2	2nd 12 mo.	\$26.6260	\$2,307.68	\$4,615.36	\$55,384.32
14	3	3rd 12 mo.	\$27.1779	\$2,355.51	\$4,711.02	\$56,532.24
14	4	Maximum	\$28.9228	\$2,506.74	\$5,013.48	\$60,161.76
15	1	Maximum	\$25.3747	\$2,199.23	\$4,398.46	\$52,781.52
16	1	Maximum	\$25.7392	\$2,230.82	\$4,461.64	\$53,539.68
17	1	Maximum	\$26.1984	\$2,270.62	\$4,541.24	\$54,494.88
18	1	Maximum	\$26.4993	\$2,296.69	\$4,593.38	\$55,120.56
19	1	1st 12 mo.	\$26.4993	\$2,296.69	\$4,593.38	\$55,120.56
19	2	Maximum	\$27.5410	\$2,386.98	\$4,773.96	\$57,287.52
20	1	Maximum	\$26.6260	\$2,307.68	\$4,615.36	\$55,384.32
21	2	1 <sup>st</sup> 12 mo. Experience and 1A licence	\$27.0325	\$2,342.91	\$4,685.82	\$56,229.84
21	3	2 <sup>nd</sup> 12 mo. Experience and 1A licence	\$28.3841	\$2,460.05	\$4,920.10	\$59,041.20
22	1	1st 12 mo.	\$26.9744	\$2,337.87	\$4,675.74	\$56,108.88
22	2	2nd 12 mo.	\$27.6555	\$2,396.90	\$4,793.80	\$57,525.60
22	3	Maximum	\$28.3049	\$2,453.19	\$4,906.38	\$58,876.56
23	1	Maximum	\$27.1486	\$2,352.97	\$4,705.94	\$56,471.28
24	1	1st 12 mo.	\$27.1963	\$2,357.10	\$4,714.20	\$56,570.40
24	2	2nd 12 mo.	\$27.9249	\$2,420.25	\$4,840.50	\$58,086.00



**CUPE 859****Effective: July 1, 2018 to December 31, 2018****1.50% increase**

Grade	Step	Description	Hourly	Pay Period	Monthly	Annual
24	3	Maximum	\$28.6376	\$2,482.02	\$4,964.04	\$59,568.48
25	1	Maximum	\$27.7349	\$2,403.78	\$4,807.56	\$57,690.72
26	1	Maximum	\$27.8139	\$2,410.63	\$4,821.26	\$57,855.12
27	1	Maximum	\$28.2576	\$2,449.09	\$4,898.18	\$58,778.16
28	1	Maximum	\$28.3049	\$2,453.19	\$4,906.38	\$58,876.56
29	1	Maximum	\$28.3208	\$2,454.56	\$4,909.12	\$58,909.44
30	1	Maximum	\$28.3841	\$2,460.05	\$4,920.10	\$59,041.20
31	1	1st 12 mo.	\$28.9228	\$2,506.74	\$5,013.48	\$60,161.76
31	2	2nd 12 mo.	\$29.6672	\$2,571.26	\$5,142.52	\$61,710.24
31	3	Maximum	\$30.3957	\$2,634.40	\$5,268.80	\$63,225.60
32	1	1st 12 mo.	\$29.3979	\$2,547.92	\$5,095.84	\$61,150.08
32	2	2nd 12 mo.	\$30.2376	\$2,620.69	\$5,241.38	\$62,896.56
32	3	Maximum	\$30.9028	\$2,678.35	\$5,356.70	\$64,280.40
33	1	Maximum	\$29.5879	\$2,564.38	\$5,128.76	\$61,545.12
34	1	Maximum	\$30.3957	\$2,634.40	\$5,268.80	\$63,225.60
34	2	2nd 12 mo. (with certification)	\$31.1652	\$2,701.09	\$5,402.18	\$64,826.16
35	1	Maximum	\$31.5523	\$2,734.64	\$5,469.28	\$65,631.36
36	1	Maximum	\$33.1202	\$2,870.53	\$5,741.06	\$68,892.72
37	1	1 (Maximum)	\$33.1202	\$2,870.53	\$5,741.06	\$68,892.72
37	2	2 (with admin duties)	\$33.8938	\$2,937.58	\$5,875.16	\$70,501.92
37	3	3 (with certification)	\$33.8891	\$2,937.17	\$5,874.34	\$70,492.08
38	1	Maximum	\$33.8938	\$2,937.58	\$5,875.16	\$70,501.92
39	1	1st 12 mo.	\$34.1720	\$2,961.69	\$5,923.38	\$71,080.56
39	2	Maximum	\$35.6336	\$3,088.36	\$6,176.72	\$74,120.64
40	1	Maximum	\$34.3541	\$2,977.47	\$5,954.94	\$71,459.28

**CUPE 859****Effective: July 1, 2018 to December 31, 2018****1.50% increase**

<b>Grade</b>	<b>Step</b>	<b>Description</b>	<b>Hourly</b>	<b>Pay Period</b>	<b>Monthly</b>	<b>Annual</b>
41	1	1st 12 mo.	\$34.8771	\$3,022.80	\$6,045.60	\$72,547.20
41	2	Maximum	\$36.8393	\$3,192.86	\$6,385.72	\$76,628.64
42	1	Maximum	\$39.1970	\$3,397.20	\$6,794.40	\$81,532.80
43	1	Maximum	\$39.3746	\$3,412.60	\$6,825.20	\$81,902.40
44	1	Maximum	\$41.9184	\$3,633.07	\$7,266.14	\$87,193.68

## LETTER OF UNDERSTANDING

between

THE CANADIAN UNION OF PUBLIC EMPLOYEES Local No. 859

(hereinafter referred to as "the Union")

and

THE CITY OF SASKATOON

(hereinafter referred to as "the City")

Re: Applicant Selection Interviews

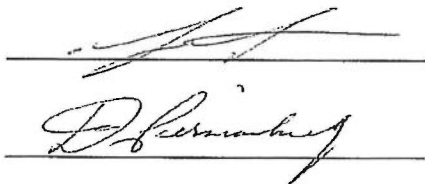
The parties agree that:

- a) The Union may designate a Union officer from the Union Table Officers and the Chief Shop Steward to observe the selection interview of employees.
- b) On the request of an applicant, the Union officer may accompany the applicant at the selection interview. The applicant shall arrange for the Union officer to attend.
- c) The purpose of the Union officer's attendance shall be solely limited to that of observer. The Union officer shall not participate in the interview or in any resultant decision.
- d) No additional pay shall be due the Union officer for attendance at the selection interview.

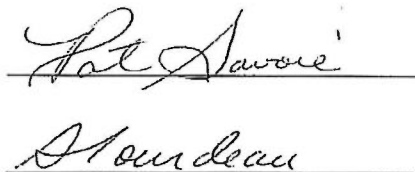
This letter of understanding will operate during the term of the collective agreement between the parties, and may be ended by either party after it consults with the other party, and gives the other party reasonable notice of the date it will end this letter of understanding.

Signed this 9<sup>th</sup> day of November, 2007.

THE CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL NO. 859



THE CITY OF SASKATOON





## LETTER OF UNDERSTANDING

between

THE CANADIAN UNION OF PUBLIC EMPLOYEES Local No. 859

(hereinafter referred to as "the Union")

and

THE CITY OF SASKATOON

(hereinafter referred to as "the City")

Re: Layoff Procedure

The City will perform any lay-off according to the collective agreement.

Where the approximate date of a lay-off is estimated, the City shall provide lay-off notice

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

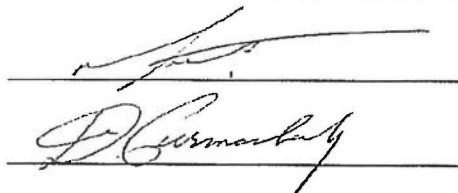
The date of layoff notice may be revised if required.

If an employee

- a) is not on sick leave at the time when lay-off notice is given to the employee, and
- b) is disabled and claims sick leave under clause 24 (k) Sick Leave, the employee will receive paid sick leave only up to the last day prior to lay-off.

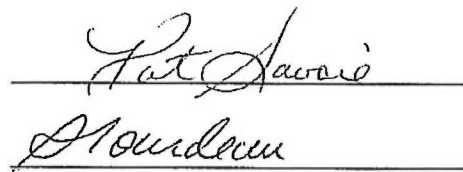
Signed this 9<sup>th</sup> day of November, 2007.

THE CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL NO. 859



Handwritten signature of D. Gormley over a horizontal line.

THE CITY OF SASKATOON



Handwritten signature of Pat Savio over a horizontal line.

# MEMORANDUM OF AGREEMENT

between

**Canadian Union of Public Employees, Local No. 859 ("the Union")**

**And**

**City of Saskatoon ("the City")**

## RE: CAREER PATHING

The Union and the City agree to develop a Working Group during the term of this agreement comprised of three Union representatives and three City representatives to discuss opportunities related to career pathing. The Working Group will discuss:

- Competency frameworks for employees
- Qualifications/job descriptions

The Working Group will review:

- Acting as Required postings, including a review of Article 26 and Article 40
- Training & Relief assignments
- Promotions, demotions and lateral transfers

This Working Group shall report back to the parties ninety (90) days prior to the expiration of the term of this agreement. The report will provide recommendations supported by both parties to improve the current collective agreement.


Dated this 20 day of February, 2018, in the City of Saskatoon, in the Province of Saskatchewan.

On behalf of The City of Saskatoon

On behalf of CUPE Local 859



Director, Strategic Negotiations



President



Labour Relations Manager



Executive

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

1. a. Composition of Joint Committee

<u>Union</u>	<u>City</u>
Dave McKee (C.U.P.E. Local No. 59)	Trina Hordal (Chair - Human Resources)
Shauna Karakochuk (C.U.P.E. Local No. 47)	Tim Bushman (Utility Services)
Jose Juarez (C.U.P.E. Local No. 859)	Trent Schmidt (Infrastructure Services)

b. Administration

- (i) The Sick Bank Committee shall be responsible for:
  - managing
  - accounting
  - investing
  - reporting to members, and administering the Sick Bank Fund.
- (ii) Utilizing the proper application form, all applications for benefits shall be submitted in writing to the Chair of the Committee for adjudication. Approval of benefits is determined by the Committee.
- (iii) All applications shall be processed through the Chairperson for all necessary payroll administration.
- (iv) Sick Bank Committee shall meet the third Tuesday of every month at 12:00 p.m. Emergency meetings may be held between meetings to adjudicate applications.
- (v) Minutes of the Committee's previous meeting will be adopted at the beginning of each Committee meeting.
- (vi) The employee contribution rate will be set each year by the Sick Bank Committee. At its December meeting, the Committee will set the rate for the next year based on the previous years' Sick Bank costs.



## 2. Employee Eligibility Standards

- a. Permanent employees - after twelve (12) months service as a permanent employee.
- b. Permanent "Seasonal" employees - provided such employee has accumulated twelve (12) months service.
- c. Permanent part-time employees after twelve (12) months of accumulated time worked.
- d. An employee whose status changes from permanent seasonal to permanent, and has not yet qualified for benefits as a permanent employee, may use the time accumulated as a permanent seasonal employee to qualify for Sick Bank benefits.

## 3. Waiting Period

- a. Employees who have expended their sick credits and apply for credits from the Sick Leave Sick Bank shall be subject to a waiting period of ten (10) consecutive working days, or equivalent number of hours, following expiration of their sick credits, for each occasion of illness. They may, however, exercise the option of charging the ten (10) days against accumulated vacation entitlement, available banked time, or any combination of the above.
- b. Notwithstanding the foregoing, recurrences of the same illness or same disability for which credits from the Sick Bank have previously been granted, shall not be subject to the waiting period referred to in 3(a) above.

## 4. Doctor's Certificate

- a. Initial employee requests to draw from the Sick Bank shall be accompanied by a doctor's certificate outlining the nature of the illness and the probable length of absence.
- b. Employees on extended periods of benefit from the Sick Bank to have their cases reviewed by the Committee every thirty (30) days and, if required by the Committee, to supply further medical evidence from the attending physician, and/or a second medical opinion at the Committee's discretion.
- c. For employees requesting benefits due to their participation in the Employee and Family Assistance Program, requests to the Sick Bank shall be accompanied by a letter from the EFAP Coordinator stating the severity of the illness and the probable length of absence. After receiving benefits from the bank for two (2) weeks, employees will be required to provide a medical update or second medical opinion.

All EFAP Sick Bank applications are subject to Sick Bank Guidelines. Failure to complete treatment programs will result in termination of Sick Bank benefits.

- d. If an employee is deemed, or if an employee admits to the need of services of EFAP, they will automatically be referred to that service. If an employee fails to comply when referred, then benefits will stop until the employee complies.

5. Mandatory Return to Work Program:

- a. employee must participate or risk termination of benefits;
- b. employer must make every reasonable effort to accommodate return to work;
- c. the accommodation may be full or part-time hours;
- d. every effort will be made to accommodate in the following order:
  - 1) modifications to own job;
  - 2) work in employee's own work area
  - 3) work in employee's bargaining unit
  - 4) work within CUPE Local 47, 59, or 859
  - 5) when work is available in own bargaining unit that the employee can do, the employee would return to his/her own local; provided that they are qualified for the position.
  - 6) employee will maintain pre-disability rate of pay (sick bank to top up any short-fall) while working; will continue to receive sick bank benefits for hours not working

6. Sick and Vacation Credits

- a. Any sick leave credits or vacation entitlements are to be used by the end of the following March. No charge against the Sick Bank will be made in respect of any sick or vacation credits so taken.
- b. Vacation credits earned prior to entering the Sick Bank must be used by the second end of March following entry to the Sick Bank. No charge against the Bank for these credits.

7. Basis of Payment of Salary or Wages

- a. Employees drawing benefits from the Sick Bank shall be paid at seventy-five percent (75%) of the basic rate of pay which they would otherwise have been drawing had they not been drawing benefits, less:
  - (i) any required normal payroll deductions, including contributions to the General Superannuation Plan, and;

- (ii) the amount of any other benefit payable to the employee, including CPP disability payments, as escalated, EI (1998) if applicable, etc., but not including any private and personal coverage.
- (iii) employees will be required to apply (and appeal if necessary) for CPP disability benefits.
- b. Permanent part-time and permanent full-time employees who have worked a combination of permanent part-time and permanent full-time in the twelve (12) months immediately preceding disability, shall be paid benefits at seventy-five percent (75%) of the average gross monthly salary from that twelve (12) month period.
- c. Employees drawing Worker's Compensation in respect of an illness or injury will not be eligible to draw benefits from the Sick Bank for such illness or injury. If applications for both Sick Bank and Worker's Compensation are filed at the same time, benefits will be paid from Sick Bank only, until the Workers' Compensation claim is adjudicated.

#### 8. Duration of Benefits

- a. Duration of benefits shall not exceed the amount of past accumulated service, calculated from the date of last entry into the Civic service.
- b. To be eligible to draw benefits from the Sick Bank during a period equivalent to the average time worked during the previous three (3) calendar years. The foregoing "equivalent period" to commence as of the commencement of employment in the then current year.

##### Example

Period of employment 1996 - May 1 - September 30 (103 working days)  
 Period of employment 1997 - April 1 - September 30 (125 working days)  
 Period of employment 1998 - June 1 - September 30 (88 working days)  
 (Average  $316 \div 3 = 105$  working days)

Employee would be eligible to draw benefits from the Sick Bank in accordance with these guidelines, during the one hundred and five (105) working days period commencing April 1, 1999. A working day will not exceed eight (8) hours.

- c. Employee will no longer be eligible to receive benefits if unable to return to work, and;
  - is eligible for an unreduced pension from the general superannuation plan;



OR

- has reached the earlier of a minimum of twenty-five (25) years of contributions, or the normal retirement date, in the Defined Contribution Plan for Seasonal and Non-Permanent part-time employees, and is eligible for an immediate conversion to pension.
- d. Eligible employees may continue to maintain group life, medi-optical, dental insurance on early retirement (employee would pay full premium), to age sixty-five (65).
- e. In cases of long-term illness of over six (6) months duration, the Committee may require the claimant to secure further medical evidence from the attending physician or, at the Committee's discretion, refer the claimant to a specialist in the field of medicine related to the disability suffered by the claimant for additional information required by the bank. Any costs incurred shall be the responsibility of the sick bank.
- f. Notwithstanding anything contained or implied in the foregoing, the Committee, in its discretion, may terminate or reduce a claimant's benefits from the Sick Bank at any time.

9. Superannuation

- a. Notwithstanding the provisions of clause 7 (a) above, employees whilst drawing benefits from the Sick Bank, shall be deemed, for superannuation calculation purposes only, to have been drawing pay at one hundred percent (100%) of the basic rate of pay to which they would otherwise have been entitled had they not been drawing benefits.
- b. The difference in employee contributions to the Superannuation Fund occasioned by the actual pay benefit referred to in clause 7 (a) above, and the deemed pay benefit referred to in clause 9 (a) above, shall come from the budgetary financial provision for the Sick Bank and the Sick Bank accumulation debited accordingly.

10. Other Income

An employee who engages in other gainful employment (either within or without the Civic service) while drawing benefits from the Sick Bank shall not be eligible to draw in total, from the other employment and the Sick Bank, a sum which exceeds that payable from the Sick Bank alone unless employee is participating in mandatory return to work to a maximum of one hundred percent (100%) of pre-disability salary. It is the employees' responsibility to apprise the City of the exact amount of other such earnings, and employee may be required to disclose Federal records of taxation for the previous calendar year.

## 11. Addictions

Providing an employee meets the required criteria for benefits from the Sick Bank, and becomes involved in a recognized addiction treatment program, as authorized by the Employee and Family Assistance Program Assessment/Treatment Resource, either as an inpatient or outpatient, the employee may be eligible for benefits from the Sick Bank. Progress reports shall be received on each claimant, and, should it be found that the claimant is not making the required effort for rehabilitation, then the Sick Bank Committee may, in its discretion, terminate the individual's benefits from the Sick Bank. Notwithstanding the foregoing, the ten (10) day waiting period will not be waived for reoccurrences.

## 12. Issues in the Workplace Predicating Illness

Providing an employee meets the required criteria for benefits from the Sick Bank, and where it is determined that the employee's illness may be predicated by issues in the workplace, the employee may be eligible for benefits provided that the employee participates in the informal or formal procedures outlined in the City of Saskatoon's Respectful Workplace Policy and/or the Workplace Harassment Policy.

For illnesses documented as predicated by the working environment, the Sick Bank Committee may request the employee to submit one of the following:

- (i) as part of the informal process, a letter from the employee's Manager, Human Resources Generalist, or designate confirming that an issue or incident(s) has been identified and brought forward for resolution,

or

- (ii) as part of the formal process, a letter from the General Manager or designate of the employee's department, which confirms his or her receipt of a documented concern from the employee's Supervisor **and** Branch Manager of the employee's workplace issues,

or

- (iii) as part of the formal process, a letter from the Director of Human Resources confirming that the employee has formally filed an initial complaint under the Workplace Harassment Policy.

The purpose of the information requested by the Sick Bank Committee is solely to confirm participation in the City's Respectful Workplace and/or Workplace Harassment policies. It is in no way the intent of the Sick Bank Guidelines to require an employee to provide confidential information of the issue or complaint or parties involved.

Should it be found that the claimant is not making the required effort to address the workplace issues through the aforementioned policies, the Sick Bank Committee may, in its discretion, terminate the employee's benefits from the Sick Bank. Notwithstanding the foregoing, the ten (10) day waiting period will not be waived for reoccurrences.

13. a. Appeal Procedure

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

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

b. Impasse

In the event of impasse, the matter in question shall be referred to a mutually agreed to third party not having an interest in the outcome. A hearing shall be convened to discuss the matter with both sides of the dispute. The decision of the third party shall be final and not subject to further appeal or grievance. Any costs associated with this procedure shall be paid by the sick bank.

14. Proper Financial Reports

The City shall provide to the Sick Bank Committee monthly and annual reports detailing the sources of funding and application of funds to claims paid in each period. Such reports shall be provided as soon as possible following the completion of the month's activities.