

COLLECTIVE AGREEMENT

BETWEEN

THE CITY OF SASKATOON

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS

SASKATOON CIVIC EMPLOYEE'S UNION, LOCAL NO. 47

COVERING THE PERIOD FROM JANUARY ■ 2004 TO DECEMBER 31, 2006

13623 (02)

CANADIAN UNION OF PUBLIC EMPLOYEES. LOCAL NO. 47

<u>ARTICLE</u>	<u>PAGE</u>
1. TERM OF AGREEMENT	1
2. COVERAGE.....	1
3. UNION PLEDGE.....	1
4. NO DISCRIMINATION	1
5. UNION SECURITY AND CHECK OFF	2
6. NEW POSITIONS AND VACANCIES.....	2
7. SENIORITY.....	4
8. APPOINTMENTS AND PROMOTIONS.....	4
9. STATUTORY HOLIDAYS	6
10. ANNUAL VACATION.....	7
11. SICK LEAVE.....	9
12. WORKERS' COMPENSATION.....	12
13. PAY DAYS.....	12
14. GRIEVANCES	12
15. HOURS OF WORK.....	13
16. OVERTIME.....	14
17. COMMITTEES TO BE HEARD PROMPTLY.....	15
18. POSTING OF NOTICES.....	15
19. DISCIPLINE.....	15
20. REPRESENTATION OF DISMISSAL.....	16
21. PARENTING LEAVES.....	16
22. TIME OFF	18
23. LEAVE OF ABSENCE	18
24. COMPASSIONATE LEAVE	19
25. NOTICE OF ABSENCE	19
26. SAFETY.....	20
27. OCCUPATIONAL HEALTH COMMITTEE	20
28. WORK CLOTHING.....	21
29. SHIFT WORK.....	22
30. BENEFITS.....	22
31. SEVERANCE PAY.....	22
32. SUPERANNUATION AND RETIREMENT.....	23
33. TECHNOLOGICAL CHANGE	23
34. CUSTOM AND USAGE	23
35. PREMIUM PAY.....	23
36. JOB SECURITY.....	24
37. PICKET LINES.....	24
38. JURY DUTY.....	25
39. INDEMNIFICATION.....	25
40. VEHICLE ALLOWANCE.....	25
WAGES ADDENDUM.....	26
<u>SALARY SCHEDULES:</u>	
Effective January 1, 2004 to December 31, 2004.....	28
Effective January 1, 2005 to December 31, 2005.....	32
Effective January 1, 2006 to December 31, 2006.....	36
<u>LETTERS OF UNDERSTANDING:</u>	
Rearranged Work Week.....	40
New or Reclassified Positions.....	42
Time Off For Telephone Calls.....	45
Layoff Procedure.....	46
CUPE SICK BANK GUIDELINES	47
OPERATIONS SCHEDULES.....	52

CANADIAN UNION OF PUBLIC EMPLOYEES. LOCAL NO. 47

H A B E A L I N D E X

<u>ARTICLE</u>	<u>PAGE</u>
10. ANNUAL VACATION.....	7
8. APPOINTMENTS AND PROMOTIONS.....	4
30. BENEFITS.....	22
17. COMMITTEES TO BE HEARD PROMPTLY.....	15
24. COMPASSIONATE LEAVE.....	19
2. COVERAGE.....	1
34. CUSTOM AND USAGE.....	23
19. DISCIPLINE.....	15
14. GRIEVANCES.....	12
15. HOURS OF WORK.....	13
39. INDEMNIFICATION.....	25
36. JOB SECURITY.....	24
38. JURY DUTY.....	25
23. LEAVE OF ABSENCE.....	18
6. NEW POSITIONS AND VACANCIES.....	2
4. NO DISCRIMINATION.....	1
25. NOTICE OF ABSENCE.....	19
27. OCCUPATIONAL HEALTH COMMITTEE.....	20
16. OVERTIME.....	14
21. PARENTING LEAVES.....	16
13. PAY DAYS.....	12
37. PICKET LINES.....	24
18. POSTING OF NOTICES.....	15
35. PREMIUM PAY.....	23
20. REPRESENTATION OF DISMISSAL.....	16
26. SAFETY.....	20
7. SENIORITY.....	4
31. SEVERANCE PAY.....	22
29. SHIFT WORK.....	22
11. SICK LEAVE.....	9
9. STATUTORY HOLIDAYS.....	6
32. SUPERANNUATION AND RETIREMENT.....	23
33. TECHNOLOGICAL CHANGE.....	23
1. TERM OF AGREEMENT.....	1
22. TIME OFF.....	18
3. UNION PLEDGE.....	1
5. UNION SECURITY AND CHECK OFF.....	2
40. VEHICLE ALLOWANCE.....	25
28. WORK CLOTHING.....	21
12. WORKERS' COMPENSATION.....	12
 CUPE SICK BANK GUIDELINES.....	 47
 <u>LETTERS OF UNDERSTANDING:</u>	
Layoff Procedure.....	46
New or Reclassified Positions.....	42
Rearranged Work Week.....	40
Time Off For Telephone Calls.....	45
 OPERATIONS SCHEDULES.....	 52
 <u>SALARY SCHEDULES:</u>	
Effective January 1, 2004 to December 31, 2004.....	28
Effective January 1, 2005 to December 31, 2005.....	32
Effective January 1, 2006 to December 31, 2006.....	36
 WAGES ADDENDUM.....	 26

COLLECTIVE AGREEMENT

BETWEEN

THE CITY OF SASKATOON
hereinafter called the City

OF THE FIRST PART

AND

SASKATOON CIVIC EMPLOYEES' UNION, LOCAL NO. 47
OF THE
CANADIAN UNION OF PUBLIC EMPLOYEES
hereinafter called the Union

OF THE SECOND PART

ARTICLE 1. TERM OF AGREEMENT

This Agreement shall come into force and take effect as and from January 1, 2004, and shall continue in force until December 31, 2006, and then from year to year thereafter, unless either party gives written notice to renegotiate this Agreement, such written notice to be given not more than sixty (60) days nor less than thirty (30) days prior to December 31, 2006.

ARTICLE 2. COVERAGE

This Agreement shall constitute the wages and working conditions of all employees of the City within the collective bargaining unit represented by the Union.

Applicable benefits for part-time employees shall be prorated corresponding to time actually worked.

ARTICLE 3. UNION PLEDGE

The Union agrees, both for itself and its members, that it will loyally promote the business interests and welfare of the City, that it will cooperate with the City in the development, extension, and improvement of the business, and will do everything possible to improve the services to the citizens of Saskatoon, in order that a maximum of harmony may exist in the community.

ARTICLE 4. NO DISCRIMINATION

The City and the Union agree that there shall be no discrimination, restriction or coercion exercised or practiced with respect to hiring or terms and conditions of employment because of race, religion, religious creed, colour, sex, national or ethnic origin, political or religious affiliation or by reason of membership or activity in the Union.

ARTICLE 5. UNION SECURITY AND CHECK OFF

Every employee who is now or hereafter becomes a member of the Union shall maintain his 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 his employment, apply for and maintain membership in the Union as a condition of his employment, provided that any employee in the appropriate bargaining unit who is not required to maintain his membership or apply for and maintain his membership in the Union shall, **as** a condition of his employment, tender to the Union periodic dues uniformly required to be paid by the members of the Union.

When any employee so requests in writing, the City will check off or deduct Union dues from employees and remit the amount so deducted or checked off to the Union.

ARTICLE 6. NEW POSITIONS AND VACANCIES

- a) If the City creates a new classification, the wage rate for, and working conditions of such new classification shall be discussed by the City and the Union before the position is posted. Where agreement cannot be reached on the wages for the new classification, the dispute shall be submitted to arbitration under Article 14 of the Agreement. The only matter to be determined in classification disputes is the wage rate to be paid.

Where agreement on wages has not been reached, new classifications may be filled by posting under the terms proposed by the City. In such cases, positions shall be designated "under review."

Articles 6 a) and the Letter of Understanding Re: New or Reclassified Positions will be suspended effective the date of signing of this Agreement.

The City and the Union agree to participate in a Job Evaluation Plan. If the Union withdraws its participation from the Job Evaluation Plan at any time before the implementation phase of the Plan described in Articles 6 b) and c), then Article 6 b) and c) will no longer apply and Article 6 a) and the Letter of Understanding Re: New ~~or~~ Reclassified Positions contained in the **2001-2003** Collective Agreement between the parties will come back into effect.

Implementation phase is defined as the point in time when the Job Evaluation Committee determines pay bands and assigns salaries to the pay bands.

- b) The City will fund a reserve account, for a maximum of ten (**10**) consecutive years, which will be used to implement a new Job Evaluation Plan.

The City will provide into the reserve account the sum of **\$20,000** for the **2004** calendar year (as of date of signing). An additional **\$20,000** will be added to the reserve account in each of the following nine (9) consecutive years from **2005** to **2013**. The additional **\$20,000** will be adjusted by the compounded percentage (%) amount increase of any general economic increases, back to the year **2005**, to the salary schedule for each of the following nine (9) consecutive years on January **2**.

In addition, any employees in a classification which decreases in pay grade as a result of job evaluation will continue to receive general economic increases negotiated, for as long as they continue to hold that position, or for the first three (**3**) years after the implementation of the job evaluation plan, whichever occurs first. After three (**3**) years, no general economic increases are to be applied to downward classification decisions.

and

No new position or reclassification requests (**PAQ**) will be considered following September 27, 2005.

- c) The general terms of the Job Evaluation Plan are as follows:
1. The City will provide required consultant services at no cost to the Plan.
 2. The City and the Union agree to use the **CUPE** Job Evaluation Plan as the basis for developing a **JEP** with any modifications to be made jointly.
 3. The City and the Union will jointly develop terms of reference. The parties will not proceed to implementation of the plan until the terms of reference are agreed.
 4. The City will pay participating employees in the development of a Job Evaluation Plan to the extent of the number of committee members as determined by the inaugural meeting between the parties.
 5. Plan development and implementation will be completed by December 31, 2006, or as otherwise mutually agreed.
 6. When the Job Evaluation Plan is complete, salary adjustments will be implemented as per the Union Committee's instructions.
 7. Existing and new positions will be processed through the Job Evaluation Plan.
- d) When filling vacancies, applications shall be accepted from members of the Union and, provided these applicants have the necessary qualifications to perform the duties of the vacancy, the senior applicant shall be given preference.
- Permanent employees have preference over temporary employees.
- e) Probationary Periods
- An employee entering the bargaining unit shall be on probation for a period of six (6) accumulated months.
- This probationary period may be extended by the amount of time the employee does not work because of a paid or unpaid absence exceeding five (5) consecutive workdays occurring during the probationary period.
- f) Employees promoted or transferred to another position shall be on probation in the new position for a period of six (6) months' accumulated work time. If not considered capable within this time, or if they so request, the employee shall be returned to the position formerly held, without loss of seniority. Other employees promoted or transferred as a consequence of an original promotion or transfer shall also be returned to their original positions.
- The six (6) month probationary period, which may be required to be served for qualifying for promotion, shall also be considered as part of the initial probationary period.
- g) Notice to fill a vacancy or new position, or addition to a present classification, in the permanent staff of any Civic department shall be posted on all Civic Union notice boards and a copy of notices of position vacancies shall be sent to the Secretary of the Union at least seven (7) days before the appointments are intended to be made to such vacant or new position or addition the said notices shall show the rate of wages to be paid in accordance with the Union's schedule.

The notice shall also set out the conditions and responsibilities of the position to be filled.

- h) Every effort shall be made to ensure that the employment of the replacement staff is effected so as to provide an adequate period of training for employees.
- i) When filling apprenticeships seniority will apply.

ARTICLE 7. SENIORITY

- a)
 - 1) Seniority shall commence as of the employee's last date of entry into the bargaining unit. Seniority shall operate on a bargaining unit wide basis.
 - 2) Seniority for the following one (1) employee at Wastewater Treatment hired before its opening (November 1, 1971), shall be his last date of hire with the City under C.U.P.E. Local No. 859 for existing classifications and for new positions not bid on from other divisions.
For new positions, bid on by other employees from other divisions with seniority dates prior to November 1, 1971, (before opening of Wastewater Treatment), this employee may only use his seniority from date of hire in Wastewater Treatment: Lorne Peters.
- b) The City will provide the Union a seniority list in January each year. Subsequently, the Union will provide the City with a corrected list as may be necessary.
- c) Seniority shall prevail in layoffs, recalls and displacements. An employee may displace another employee in accordance with seniority, provided the employee concerned is qualified to perform the duties of the position.

ARTICLE 8. APPOINTMENTS AND PROMOTIONS

Temporary Promotions and Appointments

- a) Wastewater Treatment
 - 1) For an absence of less than three (3) months for a Wastewater Treatment Operator, the senior Assistant Operator of that shift will be promoted.
 - 2) For an absence, other than vacation, known to be greater than three (3) weeks and less than three (3) months for an Assistant Operator, the senior Relief Operator of that plant will be promoted.
 - 3) Relief Operators will provide vacation and regular shift coverage, at their respective plants, as Assistant Operators on an equalized basis.
- b) Water Treatment
 - 1) For vacation, or a known absence, of greater than three (3) weeks and less than three (3) months for a Water Treatment Operator, the senior Assistant Operator of that shift will be promoted.

- 2) For an absence, other than vacation, known to be greater than three (3) weeks and less than three (3) months for an Assistant Operator, the senior Relief Operator of that plant will be promoted.
 - 3) For vacation, or an absence less than three (3) months for a Utility Operator, the position will be filled by the remaining Utility Operator.
 - 4) The Assistant Operator in each shift group shall be assigned to the Operator's position:
 - i) on the Operator's scheduled days off, or,
 - ii) on the day shifts during the regular week if the Operator is absent.
 - 5) Relief Operators will provide vacation and regular shift coverage, at their respective plants, as Assistant Operators on an equalized basis.
- c) A temporary position longer than three (3) months will be bulletined. Provided that the applicant has the qualifications necessary to perform the duties of the vacant position, seniority shall prevail. The estimated duration of the temporary position shall be stated in the bulletin.
- 1) A permanent employee temporarily promoted shall have all rights protected in their permanent position and continue to acquire and exercise seniority rights of the permanent position. Promotion for this Article shall be defined as a lateral movement or an increase in salary.
 - 2) All temporary positions that become permanent shall be bulletined at the time of becoming permanent in order to provide promotional or transfer opportunities for permanent employees.
- d) If an employee is assigned to perform the duties of a higher-paid position for any hours of a working shift, the employee will be paid the first higher rate, above the employee's regular rate, in the higher classification.
- If an employee is assigned to work in the higher wage category for a temporary term exceeding one (1) semi-monthly pay period, but not exceeding three (3) months, the employee will be promoted for the entire period.
- e) If the Mechanical Maintenance Foreman is absent, the position will be filled firstly, by the senior Maintenance Mechanic or Maintenance Assistant with Journeyman certification, or secondly, by the senior Maintenance Assistant without Journeyman certification, in the plant.
- 1) The Maintenance Assistant with Journeyman certification will be paid at the Mechanical Maintenance Foreman rate.
 - 2) The Maintenance Assistant without Journeyman certification will be paid at the Buildings and Grounds Foreman rate.
 - 3) The assigned employee will be paid the higher rate for all hours worked in the position.
- f) When a Foreman, other than the Mechanical Maintenance Foreman, is absent and there is someone to supervise, the position shall be assigned firstly to the most senior qualified employee in the section and secondly, to the most senior employee in the section, in the plant.

The assigned employee will be paid the higher rate for all hours worked in the position.

Permanent Promotions

- g) Appointments and promotions shall be governed by Article 6d.
- h) Permanent employees, on promotion to a higher classified category, shall proceed to a rate in the higher category which will provide a rate not lower than that received before promotion.
- i) Temporary employees, who are successful in obtaining a permanent position shall receive credit towards an increment increase for all time worked in that pay grade during their period of temporary employment.

Temporary Employees

- j) A "temporary employee" is defined as being an employee holding a position of limited duration not exceeding one (1) year, which involves full-time work but which does not form part of the departmental establishment.
Temporary employees shall serve a probationary period of nine (9) accumulated months.
- k) Temporary employees shall be recalled from year to year in accordance with **their** seniority, on successive days, provided they have worked at least nine (9) accumulated months and provided there is work available.
- l) If a permanent job posting is not filled by a permanent employee, temporary employees may be able to exercise **their** seniority on the permanent job posting, provided they have completed their probationary period of nine (9) accumulated months.
- m) **A temporary employee will lose seniority rights if the employee has a break in service of twelve (12) consecutive or more months.**

ARTICLE 9. STATUTORY HOLIDAYS

- a) Statutory holidays mean any of the following days: New Year's Day, Good Friday, Easter Monday, Queen's Birthday, 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; and, where any such day falls on a Saturday or Sunday, it shall be observed on the following Monday if so proclaimed by Federal or Provincial Government. For operating staff and other personnel who work on twenty-four (24) hour shift rotations, seven (7) days a week, statutory holidays will be observed on the exact day the holiday falls and not on any day otherwise proclaimed.
- b) Each employee shall be paid for statutory holidays as follows:
 - 1) Employees required to work on statutory or proclaimed holidays shall be paid for the holiday at the regular rate plus double time (2X) for all hours worked, except as provided in (2) below.
 - 2) All employees working on a day, a part of which has been declared a Civic half-holiday, shall be paid at the regular rate for time worked plus one-half (%) day's pay at double time (2X).
 - 3) Employees not required to work on a holiday shall be paid at straight time for the normal amount of hours they would have worked had the day not been a holiday. When the "day off" of an employee falls on a holiday, the employee shall receive a normal day's pay in lieu of the holiday. This payment shall be deemed to include compliance with *The Labour Standards Act* which requires

payment at the rate of time and one-half (1%) for work in excess of thirty-two (32) hours a week in which a public holiday occurs.

- c) Under the provisions of (b)1) and 3) above, an employee may, provided that no overtime to other employees is involved, elect to take equivalent time off in lieu of the pay bonus provided for. The period of taking such time shall be as agreed between the Branch Manager and the employee concerned, provided that **two (2)** weeks' notice is given by the employee.

ARTICLE 10. ANNUAL VACATION

- a)
- 1) After one (1) year's completed service, employees shall be entitled to three (3) weeks' vacation per year.
 - 2) Employees shall be entitled to four **(4)** weeks' vacation per year after eight (8) years' completed service.
 - 3) Employees shall be entitled to five (5) weeks' vacation per year after sixteen (16) years' completed service.
 - 4) Employees will be entitled to six (6) weeks' vacation per year after twenty-four **(24)** years' completed service.
- b) Employees shall be entitled to take vacation during the then-current vacation year on the basis of their number of months' employment in the twelve (12) month period preceding April 1 of the vacation year.
- c) For the purpose of applying the provisions of 10 a) 2, 3) and 4) above, years of service shall be deemed to apply from April 1 date following date of appointment. Effective July 1, 1995, the employee's anniversary date will be used for the purpose of establishing vacation credits.
- d) Where a statutory holiday, or other holiday referred to in Article 9 a), occurs during an employee's annual vacation, the employee shall be allowed one (1) additional day off with pay on a date to be arranged with the Superintendent in lieu of any such holiday, or may elect to be paid at straight rates in lieu of such additional day. Such election shall be advised in writing to the Superintendent at least two **(2)** weeks prior to proceeding on vacation.
- e) Employees temporarily laid off for any reason shall be allowed holidays with pay on a pro-rated basis.
- f) Provided a request is made to the City Comptroller one (1) week before commencing vacation, payment in advance shall be made to an employee for any pay day which would fall during the vacation period.
- g) If a permanent employee terminates employment during the vacation year before the employee has had vacation, the employee shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.
- h) In other than emergency situations, annual vacations shall be coordinated to ensure the work load of the various Branches is adequately covered. The vacation grouping and/or number of staff members granted vacation at any one time shall be as follows:

10

General

An employee taking a split vacation is allowed to sign for the second period after all employees in the grouping have made the respective first choices and in accordance with group selection priority.

The term "operating staff" shall be deemed to cover both Plant Operators, Assistant Plant Operators, and Relief Operators. The term "maintenance staff" shall cover Mechanics, Welders, Maintenance Assistants, Mechanical Maintenance Supervisor and Utilityman. Any additional time off requested may be granted at the discretion of the City.

Water Treatment

The Water Treatment groupings shall be Operator, Assistant Operator, **Relief Operator**, Utility Operator, Welder, Mechanic, Electrician, Instrumentation, Laboratory and Buildings and Grounds.

Two (2) employees from the Operator, Assistant Operator, **Relief Operator** and Building and Grounds groupings may be gone at any one time. Operators and Assistant Operators from the same shift may not take vacation during the same period.

Due to the interdependency of Operators and Assistant Operators, the higher employee on the list in the various groupings will be given first choice. Under the circumstances where both the Operator and Assistant Operator are at the same level in the various groupings, the most senior employee will be given priority.

One (1) employee from the Welder, Mechanic, Electrician, Instrumentation, Laboratory, and Utility Operator groupings may be gone at any given time. The first employee in each group has first selection of vacation and shall be given seven (7) days in which to decide.

Following the seven (7) days, the second employee may sign up regardless of whether the first employee has identified vacations or not. The same procedure shall be followed for the remainder of the grouping.

Group rotations for Operator, Assistant Operators and **Relief Operators** will be: first to third, second to fourth, third to second and fourth to first on a yearly basis. Rotations in all other groupings will be carried out on a yearly basis by every employee moving down one position and the last in the group moving to first.

Meter Shop

The Meter Shop groupings shall be:

- Group 1: Customer Service and Data Center Coordinator, **Water Service Technician and one (1) Large Meter Installer/Tester**
- Group 2: Installer Group I
-three (3) **meter** installers and one (1) Large Meter **Installer/Tester**
- Group 3: Installer Group II
-three (3) **meter** installers

One (1) employee from Group 1, two (2) employees from Group 2, and one (1) employee from Group 3 may be gone at any one time. Group 1 rotation will be carried out on a yearly basis by employees rotating **through** positions 1, 2, and 3. Groups 2 and 3 will alternate in the following rotation: 1, 7, 6, 5, 4, 2, 3, 1 and so on. If the number of employees changes, the rotation will be modified to accommodate staffing levels.

Should an employee from the vacation rotation leave the service of the City and the position is filled, the incumbent will assume the vacated number in the vacation rotation.

Wastewater Treatment

The Wastewater Treatment groupings shall be Operation, Maintenance, Biosolids, Electrician, Instrumentation, Laboratory and Buildings and Grounds.

Two (2) employees of the operating staff; two (2) employees of maintenance staff; one (1) employee of each Biosolids, Electrician, Instrumentation and Laboratory staff groupings and, two (2) employees of Buildings and Grounds staff may be gone at any one time. Due to the interdependency of Operators and Assistant Operators, only one (1) employee from each shift may be gone at any given time.

- i) After five (5) years' continuous service, employees may be permitted to accumulate two (2) years' vacation with the permission of the General Manager, and the approval of the General Manager of Human Resources, whose decision shall be final and not subject to appeal.
- j) If an employee should experience illness or injury of a serious nature prior to annual vacation, the employee shall be entitled to a deferred vacation - provided that the illness or injury is documented by a physician. Such deferred vacation may be taken at the discretion of the General Manager or designate.
- k) If an illness or injury of a serious nature, occurring during an employee's vacation, the employee may - at the sole discretion of the City 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 any sick pay credits which the employee may have.
- l) Employees having an entitlement to three (3) or four (4) weeks' vacation, as the case may be, shall be paid, therefore, as follows:
 - 1) 3/52 or 4/52 - 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 drawing had they not been on vacation
 whichever is the greater.
- m) Employees having an entitlement to five (5) weeks' or six (6) weeks' vacation, shall be paid, therefore, at the rate which they would otherwise have been drawing had they not been on vacation.

ARTICLE 11. SICK LEAVE

- a)
 - 1) Employees on a monthly salary shall, during their first ten (10) years of employment, accumulate sick leave at the rate of ten (10) working hours/month (1 1/4 days).
 - 2) Monthly paid employees having over ten (10) years of employment shall accumulate sick leave at the rate of twelve (12) working hours/month (1 1/2 days).
 - 3) The total unused accumulation of sick leave shall not, however, exceed 1,552 working hours (194 days).
 - 4) A medical certificate may be required at the discretion of the General Manager or designate for any occasion of sick leave. All employees returning from sick leave shall complete a sick leave application form.

- b) On the sixth (6th) or subsequent occurrence of sick leave in any one calendar year, the first (1st) day of that occurrence shall be leave without pay.
- c) An employee shall not be entitled to payment for absence from work due to illness until the employee has completed three (3) months of continuous employment, and then only to the extent of sick leave credits available.
- d) Temporary employees, possessing less than six (6) months' aggregate service, shall be ineligible for sick leave credits unless a doctor's certificate explaining the reason for absence is supplied.
- e) Any sick leave standing to the credit of a permanent employee temporarily laid off shall remain to the employee's credit; but, during the period of layoff, the employee shall not be entitled to any sick leave pay.
- f) Any sick leave standing to the credit of a non-permanent employee temporarily laid off shall remain to the employee's credit for a period not exceeding six (6) months. During the period of layoff, the employee shall not be entitled to sick leave pay.
- g) The City's obligation in granting of accumulated sick leave shall immediately cease when an employee is separated from employment, either voluntarily or otherwise.
- h) If an order of the Medical Health Officer requires an employee to remain at home on account of quarantine illness of a member of the employee's family, the employee is to be paid for the time lost at the regular rate of pay, and such absence shall not be charged to the employee's sick leave credit, provided that all members of the employee's family have taken advantage of all free vaccination and immunization services supplied by the Medical Health Officer.
- i) For the purpose of this Article, illness shall include non-occupational injury or injuries other than governed by *The Workers' Compensation Act*. This Article does not include any injury to the employee incurred while working at gainful employment outside the City.
- j) Sick leave may be used for time off from work on account of formal enrollment in a publicly-recognized alcohol rehabilitation program.
- k) 1) The following shall replace Articles 11 e), f), g) and i). In the event that the Federal Employment Insurance Plan (E.I.) does not grant the City a premium reduction under the E.I. Premium Reduction Program, then Articles 11 e), f), a) and i) Sick Leave shall apply forthwith and Article 11 k) Sick Leave shall cease to apply.

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

- the period of disability, or
- the exhaustion of accumulated sick leave credits, or
- the end of 75 work days, or
- the employee's retirement, or
- 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 7/12 by the City and 5/12 by the Union until a sum equivalent to the total reduction in E.I. 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) Any sick leave standing to the credit of a permanent employee temporarily laid off shall remain to the employee's credit.
- 3) Any sick leave standing to the credit of a non-permanent employee temporarily laid off shall remain to the employee's credit for a period not exceeding six (6) months.

l) Sick Leave Bank

1) The parties have established a jointly administered Sick Leave Bank.

- 2) **The joint committee will determine the terms of reference for administration of the Sick Leave Bank. These are contained in the Guidelines for Administration of the Sick Bank**
- 3) **The Bank is funded** through payment and/or payroll deduction by the contributing employees and the City.
- 4) 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.
- 5) 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.
- 6) If the employee and City contributions made in 2001 are insufficient to pay all benefit costs in 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 the 2002 total contributions to the Plan.

ARTICLE 12. WORKERS' COMPENSATION

- a) When an employee, who has been in the service of the City for six **(6)** continuous months, is injured in the performance of duties during working hours, the City shall pay to such employee for all periods of absence resulting from the injury (not exceeding a total of twelve **(12)** months) an amount which, when combined with Workers' Compensation Board payments, shall ensure to such employee the maintenance of the regular basic wage rate less normal income tax deductions. If the Workers' Compensation Board payments are reduced, the City's payment shall be proportionately reduced.
- b) Any salary increments to which the employee would normally be entitled or any increase that may be negotiated for that classification, shall be included as part of the employee's basic wage rate.
- c) Workers' Compensation Board payments, as referred to herein, shall not be considered as including "pension payment" or "cash settlement payments".

ARTICLE 13. PAY DAYS

Employees shall be paid on the fifteenth (15th) and last day of each month, or, when any of these days fall on a Sunday or a statutory holiday or on a closed banking day, on the previous day. All workers shall be paid on the job before 12:00 noon.

ARTICLE 14. GRIEVANCES

- a) When there is a grievance, the matter shall be taken up immediately with the Plant Superintendent who will, under normal circumstances, give a decision within three (3) days. If the Union's claim is not satisfactorily resolved, it shall be immediately referred to the General Manager or designate.
- b) If the Union is not satisfied with the decision of the General Manager or designate, it shall refer the matter to the City Manager within three (3) days, who will under normal circumstances, give a decision within seven **(7)** days.
- c) If the Union ~~is~~ is not satisfied with the decision of the City Manager, it may refer the matter to a Board of Arbitration. Prior to Arbitration either party has the right to submit the grievance to City Council.
Failure of the City to answer in any of the above steps within the time limits provided will automatically move the grievance to the next step of the grievance process.
- d) Any grievance which is not settled by the procedures above may be referred to a Board of Arbitration by either party to this Agreement, providing written notification is given within three (3) calendar weeks (21 days) of receipt of the response from the previous grievance step. Should no notification be received within this stated period of time, the grievance shall be deemed to be resolved.
- e) Each party shall nominate one (1) member to such Board within seven (7) days following notice by either party to the other that the grievance is being referred to a Board of Arbitration. The third (3rd) member, and Chairperson of the Board, shall be appointed by the parties. If the parties cannot agree upon the appointment of the Chairperson within seven **(7)** days after the parties have informed each other of their respective nominees, the Minister of Labour shall be requested to appoint the third (3rd) member and Chairperson of the Board.
- f) The Award of the Board shall deal with all aspects of the matter or matters in dispute and shall be final and binding on both parties.

- g) Each party shall pay its own costs and expenses in connection with the Board and shall share equally the costs and expenses of the Chairperson.
- h) The time appointed for the 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.
- i) Any Board of Arbitration established pursuant to the grievance process shall have the power to determine any arguments as to whether time limits set forth in the sections have been reasonably met, and the Board may, notwithstanding noncompliance, deal with the merits of the arguments placed before it.
- j) 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 Board of Arbitration decides that such penalty was excessive but that some penalty ought to be imposed, the parties may agree, or the Board of Arbitration may decide, to impose a lesser penalty on such employee.
- k) The City agrees to cooperate with the steward or acting stewards in the performance of their duties while investigating disputes or 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 will not leave work during working hours except to perform duties under this Agreement. Therefore, no steward or acting steward shall leave the work site without first obtaining the permission of the supervisor, said permission to be granted within an hour. The Union shall advise the City as to the names of stewards and acting stewards.

ARTICLE 15. HOURS OF WORK

- a) The work week is between midnight on Sunday and midnight on the immediately following Sunday.
- b) **Shift employees at the Wastewater Treatment Plant and the Water Treatment Plant shall work an average of thirty-nine and three-quarters (39 ³/₄) hours per week, as per the operating schedules attached hereto.**
- c) The foregoing shall in no way limit the City's rights in the assignment to shifts.
- d) Non-shift employees shall work a five (5) day, thirty-eight and three-quarter (38 ³/₄) hour work week, Monday to Friday inclusive. Employees on a compressed work week shall work a four (4) day thirty-eight and three quarter (38 ³/₄) hour work week.
- e) Employees working a compressed work week shall receive premium pay if the employee does not have a minimum of fourteen (14) hours off between shifts, unless overtime has been paid for working a shift.
- f) Employees working a regular work week of five (5) days, thirty-eight and three quarter (38 ³/₄) hours per week, Monday to Friday shall receive premium pay if the employee does not have a minimum of sixteen (16) hours off between shifts, unless overtime has been paid for working a shift.

- g)
 - 1) Existing practice with regard to lunch periods to remain in force.
 - 2) Employees required to work non-scheduled emergency overtime that is in excess of two (2) hours in length and extends into a normal meal time, shall be reimbursed for the reasonable cost of a meal that may be delivered to their work site.
- h) Meter Room staff will work four **(4)** days per week, thirty-eight and three quarter (38 $\frac{3}{4}$) hours per week (7:30 a.m. to 5:25 p.m.) Schedules shall be arranged so as to provide coverage Monday through Friday
- i) Laboratory: Shall work a thirty-eight and three-quarter (38 $\frac{3}{4}$) hour **compressed four (4) day workweek.**
- j) Cleaner will work a four **(4)** day, thirty-eight and three-quarter (38 $\frac{3}{4}$) hour week. Schedules will be arranged, by agreement, to meet cleaning needs.
- k) The City reserves the right to set up two **(2)** crews of non-shift employees to work on the compressed work week from Monday to Friday at Wastewater Treatment.

ARTICLE 16. OVERTIME

Employees shall be paid the following overtime or premium rate:

- a) On Regular Working Days
 - 1) After regular working hours; double time (2X) thereafter until relieved.
 - 2) For work commencing within six (6) hours before regular starting time - double time (2X) for all such hours before regular starting time, reverting to straight time for work during regular working hours.
 - 3) Notwithstanding 2 above, work in excess of twelve (12) continuous hours shall be paid at double time (2X).
 - 4) Both the City and the Union recognizes the principle of equal distribution of overtime, where qualifications apply.
 - 5) For purposes of safety, if a non-shift employee works unscheduled overtime hours between 11:00 p.m. and 5:00 a.m., the employee will be allowed a rest period equal to the actual hours worked between 11:00 p.m. and 5:00 a.m. plus one and one-half (1½) hours. The rest period will begin at the end of the overtime shift. The delay in the employee's regular start time will not be less than two (2) hours. Straight time will be paid at the beginning of the employee's regular shift.
- b) Work on Regular Days Off

When an employee is required to work on any day which is not normally a working day, the employee shall be paid double time (2X) for all hours worked or a minimum of two (2) hours' pay at double time (2X) - whichever is the greater.
- c) Call Out Premium

Overtime arising out of either:

 - 1) A callback without prior notice; or
 - 2) A callback with prior notice but an isolated time neither immediately before or after regular working hours.

shall qualify for a minimum of two (2) hours' pay at double time (2X), provided that none of the preceding premium pay articles provide for a better condition.

- d) In computing hourly rates with respect to overtime, one hundred and sixty-seven point ninety-two (167.92) hours shall be considered as the number of hours worked per month by a monthly paid employee.
- e) In the absence of the Plant Superintendent, the Shift Operator shall have the authority to request an employee to work overtime where, in the opinion of the Shift Operator, such requirement exists. The Shift Operator shall report any such overtime to the Plant Superintendent. In the absence of an emergency, an employee who demonstrates reasonable personal need shall not be required to work overtime.
- f) The Union will be provided with a monthly list of overtime worked by its members.
- g) Employees shall be allowed to "bank" overtime to a maximum of 200 hours provided that:
 - 1) no subsequent overtime results; and
 - 2) that such time off is taken at a mutually-agreeable time.
 Employees may be permitted to exceed this two hundred (200) hour limit where circumstances warrant. When this occurs, all unused time in excess of two hundred (200) hours shall be paid out at December 31 of the year in which it is earned.
- h) Standby
Employees who accept stand-by will receive one (1) hour's pay at their regular rate for each eight (8) hour period or portion thereof. Should an employee who is on stand-by be called and fail to report, the stand-by premium will not be paid.

ARTICLE 17. COMMITTEES TO BE HEARD PROMPTLY

Any Committee of the Union shall, upon written request, be accorded a prompt hearing by the General Manager, the City Manager, and by City Council in their respective order. Any communication or request forwarded to the Union by the General Manager, the City Manager or City Council shall be dealt with by the Union with promptness and dispatch. Any written communication from the Union shall be answered in writing upon request.

ARTICLE 18. POSTING OF NOTICES

The Union shall have the right to post notices concerning Union business on the bulletin boards provided.

ARTICLE 19. DISCIPLINE

- a) Where an employee has been in the service of the department continuously for three (3) months or more, the employee shall not be discharged, unless for just cause other than shortage of work or be laid off, without being given one (1) week's written notice of termination of employment or layoff.
- b) When the City finds it necessary to censure an employee in a manner indicating that dismissal may follow, the City shall, within five (5) working days thereafter, give written particulars of such censure to the employee and to the Secretary of the Union.
- c) After twenty-four (24) months of subsequent employment following a letter of reprimand during which no formal disciplinary action is taken with respect to an employee, on request of the employee, the City will remove the letter of reprimand from the employee's file.

ARTICLE 20. REPRESENTATION OF DISMISSAL

If the Union is investigating the grounds for dismissal of an employee, the City will, upon request, do everything that it reasonably can to acquaint the Union with the grounds for dismissal.

ARTICLE 21. PARENTING LEAVES

a) Maternity Leave

- 1) An employee:
 - i) 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
 - ii) who provides to her Branch manager as soon as possible, but no later than **(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:
 - i) that the pregnancy would reasonably interfere with duties, and
 - ii) 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:
 - i) who is on maternity leave, and
 - ii) who is eligible for maternity benefits under *The Employment Insurance Act* (Canada), and
 - iii) who is not on layoff, and

- iv) 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 **(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;
 - i) confirmation of being the primary caregiver of the newly adopted child
 during the period of leave, and
 - ii) advice of the day the employee will commence adoption leave, and
 - iii) 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 **(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
 - i) the date of birth or the day on which the child comes into the employee's
 care, and
 - ii) the day the employee will commence parental leave, and
 - iii) 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
 - i) thirty-four (34) consecutive weeks if the employee is entitled to maternity leave or adoption leave, or
 - ii) 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.

Individual circumstances may justify a variance in the time limit to give notice.

- 2) An employee who takes parental leave in conjunction with either maternity leave or adoption leave must take the parental leave consecutive to either leave.
- 3) 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.

- 4) An employee taking maternity, adoption and/or parental leaves will **have** seniority and rights of recall.
- 5) An employee who does not return to work following a parenting leave will be considered to have terminated employment.

ARTICLE 22. TIME OFF

- a) Any employee, who at any time is delegated to represent the Union at a convention or is delegated to represent the Union at any business, shall be granted time off without pay in order that the mission may be fulfilled within reasonable time.
- b) Permission to attend such conventions will not be arbitrarily withheld by the General Manager.

ARTICLE 23. LEAVE OF ABSENCE

- a) **The City may grant leave of absence without pay for a period not exceeding one (1) year.**
- b) Any permanent 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 up to, but not exceeding one (1) year. During the period of leave without pay, no claim shall be considered for any promotion effected during this leave, the employee's service shall remain unchanged but no accumulation of sick or vacation credits will take place during such leave of absence.

- c) 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 seniority rights, but without claim to any promotion effected during the absence.
- d) Employees in the bargaining unit shall have the right to apply for leave of absence for educational purposes. Such requests shall be submitted to the General Manager. The General Manager shall forward the request to the Human Resources Department for evaluation.

e) **Leave and Personal Need**

'Pressing necessity leave' means leave to attend on unforeseen critical circumstances.

'Personal need leave' means leave to attend on discretionary circumstances.

The City will allow an employee who requires a pressing necessity or personal need leave to use vacation or 'banked' overtime, subject to operational requirements permitting.

1) The employee must provide the City with as much notice as possible.

2) The leave will be a minimum of a full shift unless approved otherwise by the City.

ARTICLE 24. 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) In Article 24, immediate family member means: husband, wife, brother, sister, father, mother, son and daughter.
- c) Compassionate leave as described in 24 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-town travel is necessary.

ARTICLE 25. NOTICE OF ABSENCE

Any employee shall be required to give reasonable notice of inability to perform normal duties; failing such notice or the production of a doctor's certificate, such time shall be deducted from the employee's salary.

ARTICLE 26. SAFETY

The fullest cooperation shall be effected in the matter of ensuring employee safety. The City shall take all reasonable steps to provide safe equipment and facilities generally and shall specifically provide the clothing and equipment established to be necessary to the proper and safe handling of any chemicals used in the Water Treatment and Wastewater Treatment areas.

ARTICLE 27. OCCUPATIONAL HEALTH COMMITTEE

- a) Occupational Health Committees shall be at both Water Treatment and Wastewater Treatment consisting of six (6) persons of whom three (3) shall be persons representing the employees of the City other than employees connected with the management of the City, and elected or appointed in accordance with the Constitution or Bylaws of the Union and properly representative of the places of work of the employees.
- b) The Committee shall have a continuing concern with respect to the health and safety of the employees of the City as herein represented. Meetings shall take place at a minimum of once quarterly and maximum of once monthly or more frequently if the Committee as a whole so decides, and minutes of same made available to the employees and the Union.
- c) The General Manager or designate shall cause the names of the Committee members to be posted on the employees' bulletin board.
- d) The duties of the Committee shall include:
 - 1) The receipt, consideration and disposition of complaints respecting the health and safety of the employee.
 - 2) The participation in 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 Occupational Health and Safety Act***.
 - 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) Such 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 28. WORK CLOTHING

- a) New and existing permanent staff shall utilize a point system to acquire items of clothing and footwear of their choice, within the scope of the following list. All permanent staff at Water Treatment and Wastewater Treatment shall be issued forty-nine (49) points toward the purchase of work clothing on an annual basis. All permanent staff in the Meter Shop, **the Environmental Protection Officer, Cross Connection Inspector and Cross Connection Control Program Coordinator** shall be issued fifty-eight (58) points towards the purchase of work clothing on an annual basis.

Following is the approximate point value of the issued clothing:

T-shirts (annually)	2 points
Sweatshirts, LS or SS work shirts, golf shirts, sweaters (annually)	4 points
Trousers or pants (annually)	6 points
Windbreaker-type jacket (bi-annually)	6 points
Winter parka or jacket (bi-annually)	28 points
Work boots (bi-annually)	40 points

If an employee experiences abnormal deterioration of issued clothing, the employee will be refunded the point value of the item proportionate to the unused period of time.

- 1) All permanent staff covered by paragraph (a) shall have the option of applying their allotted credits toward any combination of the above clothing.
- 2) If agreed to by the Departmental Clothing Committee, to be made up of equal representation City and Union from each Division, alternate work clothing may be added or substituted in lieu of the items listed above.
- 3) A minimum of twenty (20) points must be used annually. All unused points will be carried forward into the next calendar year. A maximum of fifty (50) points can be banked. Unused points have no cash value.
- 4) The value of a point was calculated at \$7.80 (2000 rate). The value of a point will be adjusted annually by the Departmental Clothing Committee in accordance with the Consumer Price Index (CPI) Canada - clothing and footwear reference. The purpose of this adjustment is to maintain an acceptable quality and quantity of clothing and footwear.
- 5) Regardless of the items selected, all staff are required to comply with minimum standards of dress as established by City Policy. All employees shall wear footwear that complies with Article 185 of *The Saskatchewan Occupational Health and Safety Guidelines* and/or complies with City safety policies.

NOTE: Paragraph a) -Maintenance of work clothing shall be the responsibility of the employee after issue.

- b) For employees that are exposed to unusually dirty working conditions involving abnormal deterioration of clothing, the City will provide coveralls, overalls or smocks to whatever extent is mutually agreeable.
- c) The City will provide raincoats, rubber boots and rubber gloves to all staff to whatever extent is required. This clothing shall remain the property of the City but shall be maintained by the employee.
- d) Clerical staff, **the Training Consultant and the Drafting Technologist** shall have the option of selecting alternate clothing suitable and acceptable for their specific working conditions to the equivalent dollar value of their issued points.

- e) **The City will provide, for employees that require them, a prescription “lens frame insert” for their safety glasses. Employees may purchase lenses from allotted points in place of issued clothing.**

ARTICLE 29. SHIFT WORK

The Laboratory Technologist shall not be assigned to, nor be available for, relief shift work.

ARTICLE 30. BENEFITS

- a) Participation in the Group Life Plan, in accordance with its provisions shall be a condition of employment for all employees appointed to permanent full-time positions.
- 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 employee and the City.
 - 2) Optional Coverage - Three times (3X) annual salary, the cost of such insurance shall be shared equally by the employee and the City.
 - 3) Optional Coverage - Four times (4X) annual salary, the cost of such insurance 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 shall be paid by the employee.
- c) Temporary employees shall be eligible and have the option of participation in the Group Life Plan after three (3) months of continuous employment.
- d)
- 1) 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.
 - 2) Medi/Optical Plan
The City shall provide payment capped at the amount of one percent (1%) of payroll for a medi/optical plan.

ARTICLE 31. SEVERANCE PAY

Severance pay will be payable on the basis of two percent (2%) per year of employment of accumulated sick leave credit as of the date the employee actually leaves the Civic service to a maximum of sixty percent (60%) of such credit. Payment to be based on the average rate of pay during the last ten (10) years of service, and to be paid in cash or in such manner as the employee may elect.

Payment to be made on retirement, or involuntary release from the service on account of technological changes (but not for dismissal for cause), provided the employee has completed ten (10) years of service.

Should an employee die while in the service and 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.

This Article shall not apply to employees hired or transferred to this Union after April 1, 1977.

ARTICLE 32. SUPERANNUATION AND RETIREMENT

- a) **As** a condition of employment, all permanent employees are required to participate in the Civic Pension Plan.
- b) Retirement date for all employees covered by this Agreement shall be the first (1st) day of the month following the employee's sixty-fifth (65th) birthday, or such date as may be provided for under Superannuation Bylaw No. 4324.
- c) Superannuation Plan negotiations other than contributions rates shall take place through the Pension Benefits Committee.

ARTICLE 33. TECHNOLOGICAL CHANGE

- a) The City will notify the Union ninety (90) days in advance of any technological changes, which may result in changes in the employment status of employees.
- b) The City will, through transfer or re-training, 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 the City's work, undertaking or business.
- d) Either party may request the other party to have discussions with respect to technological change and the possible effects of the change.

ARTICLE 34. CUSTOM AND USAGE

Existing working conditions not specifically mentioned herein, and established by custom and usage, shall continue in full force and effect and shall not be altered during the lifetime of this Agreement except by mutual consent.

ARTICLE 35. PREMIUM PAY

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

Water Treatment

Day Shift 7:00 a.m. to 7:00 p.m.
 Night Shift: 7:00 p.m. to 7:00 a.m.

Wastewater Treatment

Day Shift: **6:30** a.m. to **5:30** p.m.

Night Shift: **5.30** p.m. to **6:30** a.m.

- c) In addition to the regular wage and salary rates provided for elsewhere in this Agreement, a shift differential of **eighty-five cents (85¢)** per hour shall be paid to any employee, the majority of whose hours of work fall within 3:00 p.m. to 7:00 a.m.
- d) Notwithstanding the provisions of (c) above, shift differential shall not be payable when bonus pay is payable in respect of work in excess of normal hours of work or on a day off.
- e) When a shift employee is working a regular shift on a public holiday, the employee shall be paid shift differential in addition to the premium pay for working on the holiday.
- f) Shift differentials shall not form part of the basic wage rate and shall not be payable in respect of annual vacation, sick pay, Workers' Compensation, or pay in lieu of public holidays falling on days off.
- g) **Charge Hand**
Where an employee, **who does not work in a supervisory position**, is required to be responsible for the work of three (3) or more other employees, the employee shall be paid a charge hand premium of **sixty cents (60¢)** per hour while so employed.
- h) **Certification Fees**
The City will pay for employees' certifications and memberships necessary to maintain the qualifications of the job, with the exception of drivers' licenses.

ARTICLE 36. JOB SECURITY

Having regard to the desirability of maintaining a stable work force, and having regard to periodic peaks in work load 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 Civic force.
- b) 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) week's pay for each year of service beyond five (5) years. (Exclusive of a transfer to another governmental jurisdiction.)

ARTICLE 37. PICKET LINES

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

ARTICLE 38. JURY DUTY

- a) Employees shall suffer no loss of pay while serving as subpoenaed witnesses, or for jury duty during regular working hours. The City shall pay such employee the difference between earnings and payment received for jury duty or court witness, excluding payment for traveling, meals and other expenses. The employee shall present proof of service or attendance and the amount received. This Article does not cover court appearances which are brought on by employees' themselves.
- b) Time spent by an employee required to appear before a governed body, or who is subpoenaed to attend a coroner's inquest, or is required to serve as a court witness in any matter arising out of employment shall be considered **as** time worked at the appropriate rate of pay.

ARTICLE 39. INDEMNIFICATION

The City recognizes its responsibilities under Section **318**, subsections **(b)** and **(2)** of **The Cities Act, 2002**.

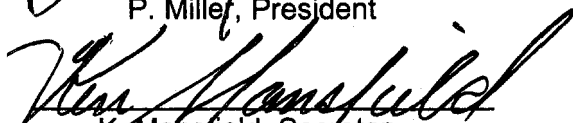
ARTICLE 40. VEHICLE ALLOWANCE

- a) The City will pay a vehicle allowance of either five dollars and **ninety-eight cents (\$5.98)** per day **or thirty-seven point thirty-five cents (37.35¢)** per kilometre where an employee, as a matter of mutual convenience between the City and the employee, is requested to use the employee's private vehicle for occasional travel on work assignments.
- b) Starting January 1, **2005**, the vehicle allowance will be increased in direct relationship to the increase of the auto operation segment, transportation component of the Consumer Price Index of Canada. For every one percent (1%) increase in the auto operation segment, the vehicle allowance will be increased by one percent (1%). Computation will be made semi-annually with change to be effective July 1, and January 1, based on the increase due the previous six (6) months. Increases will be calculated by subtracting the latest index from the last highest index that had produced the previous increase in the car allowance.

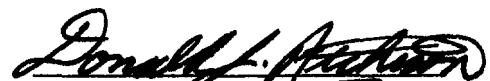
Dated this 30 day of May, 2006, in the City of Saskatoon in the Province of Saskatchewan.

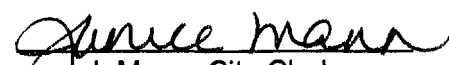
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL NO. 47


P. Miller, President


K. Mansfield, Secretary

THE CITY OF SASKATOON


D. Atchison, Mayor


J. Mann, City Clerk

WAGES ADDENDUM

- a) January ■ **2004** – Employees shall receive a **2.17%** increase.

January **1, 2005** – Employees shall receive the greater of **2.17%**; or,

Should the average Consumer Price Index percent change exceed **2.17%** during the preceding **12** months from January ■ **2004** to December **31, 2004**, the wage schedule shall be increased to that average to a maximum of **3%**.

January **1, 2006** – Employees shall receive the greater of **2.17%**; or,
Should the average Consumer Price Index percent change exceed **2.17%** during the preceding **12** months from January ■ **2005** to December **31, 2005**, the wage schedule shall be increased to that average to a maximum of **3%**.

Statistics Canada Consumer Price Index (**CPI**) for Saskatoon All Items, with **1992** base year equalling **100**, shall be used to establish the inflation factor.

2006 Wage Schedule adjusted by an increase of **2.31%**.

- b) The previous year's hourly rate (to **4** decimals) is adjusted by the negotiated increase to generate the current year's hourly rate that is then rounded to **4** decimals for purposes of the payroll system.
- c) To compensate for the added thirteen (13) hours worked annually by Utility Operators, over and above the operating staff, (2080 vs. 2067), one (1) hour per Sunday night shift will be applied as SH lieu time (26 straight time hours, paid or held as requested). All held overtime hours will be recorded on where they are earned.

- d) Apprentice Tradesman - Electrician, Mechanic, Machinist

1st 12 months	67% of minimum Trade rate
2nd 12 months	76% of minimum Trade rate
3rd 12 months	84% of minimum Trade rate
Next 12 months	95% of minimum Trade rate

Should a member of the staff begin an Apprenticeship, the employee shall remain at the existing rate for the first twelve (12) months and then proceed to the schedule outlined above, starting at the second twelve (12) months' rate.

New employees would begin their Apprenticeship at the first twelve (**12**) month's rate.

All employees starting Apprenticeship training for the above-noted trades must enter into an Apprenticeship Agreement as required under *The Province of Saskatchewan Apprenticeship and Tradesmen's Qualification Act*.

The City and the Union recognize the potential benefit of staff development programs and agrees to investigate and pursue opportunities for the appointment of Apprentices within Water Treatment and Wastewater Treatment.

Representatives of City and the Union shall meet on an as-required basis to discuss proposals that address or could be addressed by apprenticeship programs. Upon mutual agreement that an Apprenticeship appointment is appropriate, a job description and bulletin will be developed and the terms of the Apprenticeship will be in keeping with wages addendum "d".

Other details will be developed through Union and City discussions.

- e) Maintenance Assistants, upon attaining Journeyman status in the Industrial Mechanic trade, will be placed, without posting, in the Mechanic classification.

Maintenance Assistants required to perform Journeyman responsibilities will be paid Journeyman rates.

30

CUPE Local 47

Effective: January 1, 2004 to December 31, 2004

Grade	01				
Step		Hourly	Pay Period	Monthly	Annual
1 (1st 6 mo.)		\$13.5983	\$1,141.71	\$2,283.42	\$27,401.04
2 (maximum)		\$14.3238	\$1,202.63	\$2,405.26	\$28,863.12
Temporary Labourer			Temporary Meter Installer		
Grade	02				
Step		Hourly	Pay Period	Monthly	Annual
1 (1st 12 mo.)		\$14.9938	\$1,258.88	\$2,517.76	\$30,213.12
2 (maximum)		\$15.9539	\$1,339.49	\$2,678.98	\$32,147.76
Office Clerk					
Grade	03				
Step		Hourly	Pay Period	Monthly	Annual
1 (maximum)		\$16.2776	\$1,366.67	\$2,733.34	\$32,800.08
Watchman					
Grade	04				
Step		Hourly	Pay Period	Monthly	Annual
1 (maximum)		\$17.0145	\$1,428.54	\$2,857.08	\$34,284.96
Cleaner					
Grade	05				
Step		Hourly	Pay Period	Monthly	Annual
1 (1st 12 mo.)		\$15.0832	\$1,266.39	\$2,532.78	\$30,393.36
2 (maximum)		\$17.0704	\$1,433.23	\$2,866.46	\$34,397.52
Building and Grounds Labourer					
Grade	06				
NOT CURRENTLY USED					
Grade	07				
NOT CURRENTLY USED					
Grade	08				
NOT CURRENTLY USED					
Grade	09				
Step		Hourly	Pay Period	Monthly	Annual
1 (maximum)		\$18.9571	\$1,591.64	\$3,183.28	\$38,199.36
Meter Tester and Mechanic					
Grade	10				
Step		Hourly	Pay Period	Monthly	Annual
Initial Entry		\$18.9795	\$1,593.52	\$3,187.04	\$38,244.48
Class 1 Certification		\$19.2325	\$1,614.76	\$3,229.52	\$38,754.24
Class 2 Certification		\$19.4855	\$1,636.00	\$3,272.00	\$39,264.00
Class 3 Certification		\$19.7387	\$1,657.26	\$3,314.52	\$39,774.24
Class 4 Certification		\$20.5282	\$1,723.55	\$3,447.10	\$41,365.20
Relief Operator					

CUPE Local 47
Effective: January 1, 2004 to December 31, 2004

Grade 11				
Step	Hourly	Pay Period	Monthly	Annual
1 (maximum)	\$19.0911	\$1,602.89	\$3,205.78	\$38,469.36
Equipment Utilityman				
Grade 12				
Step	Hourly	Pay Period	Monthly	Annual
1 (1st 12 mo.)	\$20.1741	\$1,693.82	\$3,387.64	\$40,651.68
2 (2nd 12 mo.)	\$20.8328	\$1,749.12	\$3,498.24	\$41,978.88
3 (3rd 12 mo.)	\$21.4357	\$1,799.74	\$3,599.48	\$43,193.76
4 (maximum)	\$22.0831	\$1,854.10	\$3,708.20	\$44,498.40
Maintenance Assistant				
Grade 13				
Step	Hourly	Pay Period	Monthly	Annual
< Class 3 Certification	\$25.1000	\$2,107.40	\$4,214.80	\$50,577.60
Class 3 Certification	\$26.2234	\$2,201.72	\$4,403.44	\$52,841.28
Class 4 Certification	\$27.5346	\$2,311.81	\$4,623.62	\$55,483.44
Plant Operator				
Grade 14				
Step	Hourly	Pay Period	Monthly	Annual
1 (1st 12 mo.)	\$18.0975	\$1,519.47	\$3,038.94	\$36,467.28
2 (maximum)	\$19.4037	\$1,629.13	\$3,258.26	\$39,099.12
Industrial Waste Sampler				
Grade 15				
Step	Hourly	Pay Period	Monthly	Annual
< Class 3 Certification	\$23.1831	\$1,946.45	\$3,892.90	\$46,714.80
Class 3 Certification	\$24.1104	\$2,024.31	\$4,048.62	\$48,583.44
Class 4 Certification	\$25.0748	\$2,105.28	\$4,210.56	\$50,526.72
Assistant Plant Operator				
Grade 16				
Step	Hourly	Pay Period	Monthly	Annual
1 (1st 12 mo.)	\$19.4037	\$1,629.13	\$3,258.26	\$39,099.12
2 (2nd 12 mo.)	\$20.0401	\$1,682.57	\$3,365.14	\$40,381.68
3 (3rd 12 mo.)	\$20.6206	\$1,731.31	\$3,462.62	\$41,551.44
4 (maximum)	\$21.2458	\$1,783.80	\$3,567.60	\$42,811.20
Meter Installer I				
Utility Operator				
Grade 17				
Step	Hourly	Pay Period	Monthly	Annual
1 (1st 12 mo.)	\$19.9954	\$1,678.81	\$3,357.62	\$40,291.44
2 (2nd 12 mo.)	\$20.6094	\$1,730.37	\$3,460.74	\$41,528.88
3 (3rd 12 mo.)	\$21.1789	\$1,778.18	\$3,556.36	\$42,676.32
4 (maximum)	\$21.8041	\$1,830.67	\$3,661.34	\$43,936.08
Clerk				
Utilityman I				

CUPE Local 47
Effective: January 1, 2004 to December 31, 2004

Grade	18				
Step		Hourly	Pay Period	Monthly	Annual
1 (maximum)		\$20.0401	\$1,682.57	\$3,365.14	\$40,381.68
2 (2nd 12 mo.)		\$20.6206	\$1,731.31	\$3,462.62	\$41,551.44
3 (3rd 12 mo.)		\$21.2458	\$1,783.80	\$3,567.60	\$42,811.20
4 (maximum)		\$21.8599	\$1,835.36	\$3,670.72	\$44,048.64

Maintenance Assistant (Journeyman Status)

Grade	19				
Step		Hourly	Pay Period	Monthly	Annual
1 (1st 12 mo.)		\$22.0497	\$1,851.29	\$3,702.58	\$44,430.96
2 (2nd 12 mo.)		\$22.5298	\$1,891.60	\$3,783.20	\$45,398.40
3 (3rd 12 mo.)		\$23.0322	\$1,933.78	\$3,867.56	\$46,410.72
4 (maximum)		\$23.5569	\$1,977.84	\$3,955.68	\$47,468.16

Large Meter Installer/Tester

Stores Supervisor

Water Service Technician

Grade	20				
Step		Hourly	Pay Period	Monthly	Annual
1 (1st 12 mo.)		\$22.0609	\$1,852.23	\$3,704.46	\$44,453.52
2 (2nd 12 mo.)		\$22.9874	\$1,930.02	\$3,860.04	\$46,320.48
3 (maximum)		\$23.5569	\$1,977.84	\$3,955.68	\$47,468.16

Customer Service Coordinator

Grade	21				
Step		Hourly	Pay Period	Monthly	Annual
1 (1st 12 mo.)		\$22.9094	\$1,923.47	\$3,846.94	\$46,163.28
2 (maximum)		\$23.5569	\$1,977.84	\$3,955.68	\$47,468.16

Drafting Technologist
 Laboratory Technologist

Environmental Protection Officer Environmental Technologist

Grade	22				
Step		Hourly	Pay Period	Monthly	Annual
1 (1st 12 mo.)		\$22.9986	\$1,930.96	\$3,861.92	\$46,343.04
2 (maximum)		\$23.7020	\$1,990.02	\$3,980.04	\$47,760.48

Mechanic

Pump Mechanic

Welder Machinist

Grade 23
NOT CURRENTLY USED

Grade	24				
Step		Hourly	Pay Period	Monthly	Annual
1 (1st 12 mo.)		\$23.9923	\$2,014.39	\$4,028.78	\$48,345.36

Building and Grounds Foreman

Cross Connection Inspector

CUPE Local 47**Effective: January 1, 2004 to December 31, 2004****Grade 25**

Step	Hourly	Pay Period	Monthly	Annual
1 (1st 12 mo.)	\$24.6956	\$2,073.44	\$4,146.88	\$49,762.56
2 (maximum)	\$25.4102	\$2,133.44	\$4,266.88	\$51,202.56

Mechanic I

Grade 26

Step	Hourly	Pay Period	Monthly	Annual
1 (maximum)	\$26.0689	\$2,188.74	\$4,377.48	\$52,529.76

Biosolids Foreman

Electrician (Journeyman)

Instrument Technician

Mechanical Maintenance Foreman

Grade 27

Step	Hourly	Pay Period	Monthly	Annual
1 (1st 12 mo.)	\$23.0431	\$1,934.70	\$3,869.40	\$46,432.80
2 (2nd 12 mo.)	\$24.3885	\$2,047.66	\$4,095.32	\$49,143.84
3 (3rd 12 mo.)	\$25.7340	\$2,160.63	\$4,321.26	\$51,855.12
4 (maximum)	\$27.0792	\$2,273.57	\$4,547.14	\$54,565.68

Training Consultant

Grade 28

Step	Hourly	Pay Period	Monthly	Annual
1 (1st 12 mo.)	\$26.0710	\$2,188.92	\$4,377.84	\$52,534.08
2 (2nd 12 mo.)	\$27.6020	\$2,317.46	\$4,634.92	\$55,619.04
3 (3rd 12 mo.)	\$29.1331	\$2,446.02	\$4,892.04	\$58,704.48
4 (maximum)	\$30.6640	\$2,574.55	\$5,149.10	\$61,789.20

Cross-Connection Control Program Coordinator

Grade A1

Step	Hourly	Pay Period	Monthly	Annual
1 (1st 12 mo.)	\$15.4091	\$1,293.75	\$2,587.50	\$31,050.00
2 (2nd 12 mo.)	\$17.4789	\$1,467.53	\$2,935.06	\$35,220.72
3 (3rd 12 mo.)	\$19.3188	\$1,622.01	\$3,244.02	\$38,928.24
4 (maximum)	\$21.8487	\$1,834.42	\$3,668.84	\$44,026.08

Apprentice Machinist

Apprentice Mechanic

Apprentice Pump Mechanic

Grade A2

Step	Hourly	Pay Period	Monthly	Annual
1 (1st 12 mo.)	\$17.4662	\$1,466.46	\$2,932.92	\$35,195.04
2 (2nd 12 mo.)	\$19.8124	\$1,663.45	\$3,326.90	\$39,922.80
3 (3rd 12 mo.)	\$21.8979	\$1,838.55	\$3,677.10	\$44,125.20
4 (maximum)	\$24.7655	\$2,079.31	\$4,158.62	\$49,903.44

Apprentice Electrician

CUPE Local 47
Effective: January 1, 2005 to December 31, 2005

Grade	01				
Step		Hourly	Pay Period	Monthly	Annual
1 (1st 6 mo.)		\$13.8934	\$1,166.49	\$2,332.98	\$27,995.76
2 (maximum)		\$14.6346	\$1,228.72	\$2,457.44	\$29,489.28
Temporary Labourer			Temporary Meter Installer		
Grade	02				
Step		Hourly	Pay Period	Monthly	Annual
1 (1st 12 mo.)		\$15.3192	\$1,286.20	\$2,572.40	\$30,868.80
2 (maximum)		\$16.3001	\$1,368.56	\$2,737.12	\$32,845.44
Office Clerk					
Grade	03				
Step		Hourly	Pay Period	Monthly	Annual
1 (maximum)		\$16.6308	\$1,396.32	\$2,792.64	\$33,511.68
Watchman					
Grade	04				
Step		Hourly	Pay Period	Monthly	Annual
1 (maximum)		\$17.3837	\$1,459.54	\$2,919.08	\$35,028.96
Cleaner					
Grade	05				
Step		Hourly	Pay Period	Monthly	Annual
1 (1st 12 mo.)		\$15.4105	\$1,293.87	\$2,587.74	\$31,052.88
2 (maximum)		\$17.4408	\$1,464.33	\$2,928.66	\$35,143.92
Building and Grounds Labourer					
Grade	06				
NOT CURRENTLY USED					
Grade	07				
NOT CURRENTLY USED					
Grade	08				
NOT CURRENTLY USED					
Grade	09				
Step		Hourly	Pay Period	Monthly	Annual
1 (maximum)		\$19.3685	\$1,626.18	\$3,252.36	\$39,028.32
Meter Tester and Mechanic					
Grade	10				
Step		Hourly	Pay Period	Monthly	Annual
Initial Entry		\$19.3914	\$1,628.10	\$3,256.20	\$39,074.40
Class 1 Certification		\$19.6498	\$1,649.80	\$3,299.60	\$39,595.20
Class 2 Certification		\$19.9083	\$1,671.50	\$3,343.00	\$40,116.00
Class 3 Certification		\$20.1670	\$1,693.22	\$3,386.44	\$40,637.28
Class 4 Certification		\$20.9737	\$1,760.95	\$3,521.90	\$42,262.80
Relief Operator					

CUPE Local 47

Effective: January 1, 2005 to December 31, 2005

Grade 11				
Step	Hourly	Pay Period	Monthly	Annual
1 (maximum)	\$19.5054	\$1,637.67	\$3,275.34	\$39,304.08
Equipment Utilityman				
Grade 12				
Step	Hourly	Pay Period	Monthly	Annual
1 (1st 12 mo.)	\$20.6119	\$1,730.58	\$3,461.16	\$41,533.92
2 (2nd 12 mo.)	\$21.2849	\$1,787.08	\$3,574.16	\$42,889.92
3 (3rd 12 mo.)	\$21.9009	\$1,838.80	\$3,677.60	\$44,131.20
4 (maximum)	\$22.5623	\$1,894.33	\$3,788.66	\$45,463.92
Maintenance Assistant				
Grade 13				
Step	Hourly	Pay Period	Monthly	Annual
< Class 3 Certification	\$25.6447	\$2,153.13	\$4,306.26	\$51,675.12
Class 3 Certification	\$26.7924	\$2,249.49	\$4,498.98	\$53,987.76
Class 4 Certification	\$28.1321	\$2,361.97	\$4,723.94	\$56,687.28
Plant Operator				
Grade 14				
Step	Hourly	Pay Period	Monthly	Annual
I (1st 12 mo.)	\$18.4902	\$1,552.44	\$3,104.88	\$37,258.56
2 (maximum)	\$19.8248	\$1,664.49	\$3,328.98	\$39,947.76
Industrial Waste Sampler				
Grade 15				
Step	Hourly	Pay Period	Monthly	Annual
< Class 3 Certification	\$23.6862	\$1,988.69	\$3,977.38	\$47,728.56
Class 3 Certification	\$24.6336	\$2,068.24	\$4,136.48	\$49,637.76
Class 4 Certification	\$25.6189	\$2,150.96	\$4,301.92	\$51,623.04
Assistant Plant Operator				
Grade 16				
Step	Hourly	Pay Period	Monthly	Annual
1 (1st 12 mo.)	\$19.8248	\$1,664.49	\$3,328.98	\$39,947.76
2 (2nd 12 mo.)	\$20.4750	\$1,719.08	\$3,438.16	\$41,257.92
3 (3rd 12 mo.)	\$21.0681	\$1,768.88	\$3,537.76	\$42,453.12
4 (maximum)	\$21.7068	\$1,822.50	\$3,645.00	\$43,740.00
Meter installer I		Utility Operator		
Grade 17				
Step	Hourly	Pay Period	Monthly	Annual
1 (1st 12 mo.)	\$20.4293	\$1,715.24	\$3,430.48	\$41,165.76
2 (2nd 12 mo.)	\$21.0566	\$1,767.91	\$3,535.82	\$42,429.84
3 (3rd 12 mo.)	\$21.6385	\$1,816.77	\$3,633.54	\$43,602.48
4 (maximum)	\$22.2772	\$1,870.39	\$3,740.78	\$44,889.36
Clerk		Utilityman I		

CUPE Local 47**Effective: January 1 , 2005 to December 31, 2005**

Grade	18				
Step		Hourly	Pay Period	Monthly	Annual
1 (maximum)		\$20.4750	\$1,719.08	\$3,438.16	\$41,257.92
2 (2nd 12 mo.)		\$21.0681	\$1,768.88	\$3,537.76	\$42,453.12
3 (3rd 12 mo.)		\$21.7068	\$1,822.50	\$3,645.00	\$43,740.00
4 (maximum)		\$22.3343	\$1,875.19	\$3,750.38	\$45,004.56

Maintenance Assistant (Journeyman Status)

Grade	19				
Step		Hourly	Pay Period	Monthly	Annual
1 (1st 12 mo.)		\$22.5282	\$1,891.47	\$3,782.94	\$45,395.28
2 (2nd 12 mo.)		\$23.0187	\$1,932.65	\$3,865.30	\$46,383.60
3 (3rd 12 mo.)		\$23.5320	\$1,975.75	\$3,951.50	\$47,418.00
4 (maximum)		\$24.0681	\$2,020.76	\$4,041.52	\$48,498.24

Large Meter Installer/Tester

Stores Supervisor

Water Service Technician

Grade	20				
Step		Hourly	Pay Period	Monthly	Annual
1 (1st 12 mo.)		\$22.5396	\$1,892.42	\$3,784.84	\$45,418.08
2 (2nd 12 mo.)		\$23.4862	\$1,971.90	\$3,943.80	\$47,325.60
3 (maximum)		\$24.0681	\$2,020.76	\$4,041.52	\$48,498.24

Customer Service Coordinator

Grade	21				
Step		Hourly	Pay Period	Monthly	Annual
1 (1st 12 mo.)		\$23.4065	\$1,965.21	\$3,930.42	\$47,165.04
2 (maximum)		\$24.0681	\$2,020.76	\$4,041.52	\$48,498.24

Drafting Technologist

Environmental Protection Officer Environmental Technologist

Laboratory Technologist

Grade	22				
Step		Hourly	Pay Period	Monthly	Annual
1 (1st 12 mo.)		\$23.4977	\$1,972.87	\$3,945.74	\$47,348.88
2 (maximum)		\$24.2163	\$2,033.20	\$4,066.40	\$48,796.80

Mechanic

Pump Mechanic

Welder Machinist

**Grade 23
NOT CURRENTLY USED**

Grade	24				
Step		Hourly	Pay Period	Monthly	Annual
1 (1st 12 mo.)		\$24.5129	\$2,058.10	\$4,116.20	\$49,394.40

Building and Grounds Foreman

Cross Connection Inspector

CUPE Local 47
Effective: January 1, 2005 to December 31, 2005

Grade	25				
Step		Hourly	Pay Period	Monthly	Annual
1 (1st 12 mo.)		\$25.2315	\$2,118.44	\$4,236.88	\$50,842.56
2 (maximum)		\$25.9616	\$2,179.74	\$4,359.48	\$52,313.76

Mechanic I

Grade	26				
Step		Hourly	Pay Period	Monthly	Annual
1 (maximum)		\$26.6346	\$2,236.24	\$4,472.48	\$53,669.76

Biosolids Foreman

Electrician (Journeyman)

Instrument Technician

Mechanical Maintenance Foreman

Grade	27				
Step		Hourly	Pay Period	Monthly	Annual
1 (1st 12 mo.)		\$23.5431	\$1,976.68	\$3,953.36	\$47,440.32
2 (2nd 12 mo.)		\$24.9177	\$2,092.09	\$4,184.18	\$50,210.16
3 (3rd 12 mo.)		\$26.2924	\$2,207.51	\$4,415.02	\$52,980.24
4 (maximum)		\$27.6668	\$2,322.90	\$4,645.80	\$55,749.60

Training Consultant

Grade	28				
Step		Hourly	Pay Period	Monthly	Annual
1 (1st 12 mo.)		\$26.6367	\$2,236.42	\$4,472.84	\$53,674.08
2 (2nd 12 mo.)		\$28.2010	\$2,367.76	\$4,735.52	\$56,826.24
3 (3rd 12 mo.)		\$29.7653	\$2,499.09	\$4,998.18	\$59,978.16
4 (maximum)		\$31.3294	\$2,630.42	\$5,260.84	\$63,130.08

Cross-Connection Control Program Coordinator

Grade	A1				
Step		Hourly	Pay Period	Monthly	Annual
1 (1st 12 mo.)		\$15.7435	\$1,321.82	\$2,643.64	\$31,723.68
2 (2nd 12 mo.)		\$17.8583	\$1,499.38	\$2,998.76	\$35,985.12
3 (3rd 12 mo.)		\$19.7381	\$1,657.21	\$3,314.42	\$39,773.04
4 (maximum)		\$22.3228	\$1,874.22	\$3,748.44	\$44,981.28

Apprentice Machinist

Apprentice Mechanic

Apprentice Pump Mechanic

Grade	A2				
Step		Hourly	Pay Period	Monthly	Annual
1 (1st 12 mo.)		\$17.8452	\$1,498.28	\$2,996.56	\$35,958.72
2 (2nd 12 mo.)		\$20.2423	\$1,699.54	\$3,399.08	\$40,788.96
3 (3rd 12 mo.)		\$22.3731	\$1,878.45	\$3,756.90	\$45,082.80
4 (maximum)		\$25.3029	\$2,124.43	\$4,248.86	\$50,986.32

Apprentice Electrician

CUPE Local 47
Effective: January 1, 2006 to December 31, 2006

Grade 01				
Step	Hourly	Pay Period	Monthly	Annual
1 (1st 6 mo.)	\$14.2143	\$1,193.43	\$2,386.86	\$28,642.32
2 (maximum)	\$14.9727	\$1,257.11	\$2,514.22	\$30,170.64
Temporary Labourer		Temporary Meter Installer		
Grade 02				
NOT CURRENTLY USED				
Grade 03				
Step	Hourly	Pay Period	Monthly	Annual
1 (maximum)	\$17.0150	\$1,428.58	\$2,857.16	\$34,285.92
Watchman				
Grade 04				
Step	Hourly	Pay Period	Monthly	Annual
1 (maximum)	\$17.7853	\$1,493.25	\$2,986.50	\$35,838.00
Cleaner				
Grade 05				
Step	Hourly	Pay Period	Monthly	Annual
1 (1st 12 mo.)	\$15.7665	\$1,323.76	\$2,647.52	\$31,770.24
2 (maximum)	\$17.8437	\$1,498.16	\$2,996.32	\$35,955.84
Building and Grounds Labourer				
Grade 06				
Step	Hourly	Pay Period	Monthly	Annual
1 (1st 12 mo.)	\$18.3104	\$1,537.34	\$3,074.68	\$36,896.16
2 (maximum)	\$18.5904	\$1,560.85	\$3,121.70	\$37,460.40
Office Clerk				
Grade 07				
NOT CURRENTLY USED				
Grade 08				
NOT CURRENTLY USED				
Grade 09				
Step	Hourly	Pay Period	Monthly	Annual
1 (maximum)	\$19.8159	\$1,663.74	\$3,327.48	\$39,929.76
Meter Tester and Mechanic				
Grade 10				
Step	Hourly	Pay Period	Monthly	Annual
Initial Entry	\$19.8393	\$1,665.71	\$3,331.42	\$39,977.04
Class 1 Certification	\$20.1037	\$1,687.91	\$3,375.82	\$40,509.84
Class 2 Certification	\$20.3682	\$1,710.11	\$3,420.22	\$41,042.64
Class 3 Certification	\$20.6329	\$1,732.34	\$3,464.68	\$41,576.16
Class 4 Certification	\$21.4582	\$1,801.63	\$3,603.26	\$43,239.12
Relief Operator				

CUPE Local 47

Effective: January 1, 2006 to December 31, 2006

Grade 11				
Step	Hourly	Pay Period	Monthly	Annual
I (maximum)	\$19.9560	\$1,675.51	\$3,351.02	\$40,212.24
Equipment Utilityman				
Grade 12				
Step	Hourly	Pay Period	Monthly	Annual
1 (1st 12 mo.)	\$21.0880	\$1,770.55	\$3,541.10	\$42,493.20
2 (2nd 12 mo.)	\$21.7766	\$1,828.36	\$3,656.72	\$43,880.64
3 (3rd 12 mo.)	\$22.4068	\$1,881.27	\$3,762.54	\$45,150.48
4 (maximum)	\$23.0835	\$1,938.09	\$3,876.18	\$46,514.16
Maintenance Assistant				
Grade 13				
Step	Hourly	Pay Period	Monthly	Annual
< Class 3 Certification	\$26.2371	\$2,202.87	\$4,405.74	\$52,868.88
Class 3 Certification	\$27.4113	\$2,301.45	\$4,602.90	\$55,234.80
Class 4 Certification	\$28.7820	\$2,416.54	\$4,833.08	\$57,996.96
Plant Operator				
Grade 14				
Step	Hourly	Pay Period	Monthly	Annual
1 (1st 12 mo.)	\$18.9173	\$1,588.30	\$3,176.60	\$38,119.20
2 (maximum)	\$20.2828	\$1,702.94	\$3,405.88	\$40,870.56
Industrial Waste Sampler				
Grade 15				
Step	Hourly	Pay Period	Monthly	Annual
< Class 3 Certification	\$24.2334	\$2,034.64	\$4,069.28	\$48,831.36
Class 3 Certification	\$25.2026	\$2,116.01	\$4,232.02	\$50,784.24
Class 4 Certification	\$26.2107	\$2,200.65	\$4,401.30	\$52,815.60
Assistant Plant Operator				
Grade 16				
Step	Hourly	Pay Period	Monthly	Annual
1 (1st 12 mo.)	\$20.2828	\$1,702.94	\$3,405.88	\$40,870.56
2 (2nd 12 mo.)	\$20.9480	\$1,758.79	\$3,517.58	\$42,210.96
3 (3rd 12 mo.)	\$21.5548	\$1,809.74	\$3,619.48	\$43,433.76
4 (maximum)	\$22.2082	\$1,864.60	\$3,729.20	\$44,750.40
Meter Installer I				
Utility Operator				
Grade 17				
Step	Hourly	Pay Period	Monthly	Annual
1 (1st 12 mo.)	\$20.9012	\$1,754.86	\$3,509.72	\$42,116.64
2 (2nd 12 mo.)	\$21.5430	\$1,808.75	\$3,617.50	\$43,410.00
3 (3rd 12 mo.)	\$22.1383	\$1,858.73	\$3,717.46	\$44,609.52
4 (maximum)	\$22.7918	\$1,913.60	\$3,827.20	\$45,926.40
Clerk				
Utilityman I				

CUPE Local 47**Effective: January 1 2006 to December 31, 2006****Grade 18**

Step	Hourly	Pay Period	Monthly	Annual
1 (maximum)	\$20.9480	\$1,758.79	\$3,517.58	\$42,210.96
2 (2nd 12 mo.)	\$21.5548	\$1,809.74	\$3,619.48	\$43,433.76
3 (3rd 12 mo.)	\$22.2082	\$1,864.60	\$3,729.20	\$44,750.40
4 (maximum)	\$22.8502	\$1,918.50	\$3,837.00	\$46,044.00

Maintenance Assistant (Journeyman Status)

Grade 19

Step	Hourly	Pay Period	Monthly	Annual
1 (1st 12 mo.)	\$23.0486	\$1,935.16	\$3,870.32	\$46,443.84
2 (2nd 12 mo.)	\$23.5504	\$1,977.29	\$3,954.58	\$47,454.96
3 (3rd 12 mo.)	\$24.0756	\$2,021.39	\$4,042.78	\$48,513.36
4 (maximum)	\$24.6241	\$2,067.44	\$4,134.88	\$49,618.56

Large Meter Installer/Tester

Stores Supervisor

Water Service Technician

Grade 20

Step	Hourly	Pay Period	Monthly	Annual
1 (1st 12 mo.)	\$23.0603	\$1,936.14	\$3,872.28	\$46,467.36
2 (2nd 12 mo.)	\$24.0287	\$2,017.45	\$4,034.90	\$48,418.80
3 (maximum)	\$24.6241	\$2,067.44	\$4,134.88	\$49,618.56

Customer Service Coordinator

Grade 21

Step	Hourly	Pay Period	Monthly	Annual
1 (1st 12 mo.)	\$23.9472	\$2,010.61	\$4,021.22	\$48,254.64
2 (maximum)	\$24.6241	\$2,067.44	\$4,134.88	\$49,618.56

Drafting Technologist

Environmental Protection Officer Environmental Technologist

Laboratory Technologist

Grade 22

Step	Hourly	Pay Period	Monthly	Annual
1 (1st 12 mo.)	\$24.0405	\$2,018.44	\$4,036.88	\$48,442.56
2 (maximum)	\$24.7757	\$2,080.17	\$4,160.34	\$49,924.08

Mechanic

Pump Mechanic

Welder Machinist

Grade 23**NOT CURRENTLY USED****Grade 24**

Step	Hourly	Pay Period	Monthly	Annual
1 (1st 12 mo.)	\$25.0791	\$2,105.64	\$4,211.28	\$50,535.36

Building and Grounds Foreman

Cross Connection Inspector

CUPE Local 47
Effective: January 1, 2006 to December 31, 2006

Grade 25				
Step	Hourly	Pay Period	Monthly	Annual
1 (1st 12 mo.)	\$25.8143	\$2,167.37	\$4,334.74	\$52,016.88
2 (maximum)	\$26.5613	\$2,230.09	\$4,460.18	\$53,522.16
Mechanic I				

Grade 26				
Step	Hourly	Pay Period	Monthly	Annual
1 (maximum)	\$27.2499	\$2,287.90	\$4,575.80	\$54,909.60
Biosolids Foreman		Electrician (Journeyman)	Instrument Technician	

Grade 27				
Step	Hourly	Pay Period	Monthly	Annual
1 (1st 12 mo.)	\$24.0869	\$2,022.34	\$4,044.68	\$48,536.16
2 (2nd 12 mo.)	\$25.4933	\$2,140.42	\$4,280.84	\$51,370.08
3 (3rd 12 mo.)	\$26.8998	\$2,258.51	\$4,517.02	\$54,204.24
4 (maximum)	\$28.3059	\$2,376.56	\$4,753.12	\$57,037.44
Training Consultant		Mechanical Maintenance Foreman		

Grade 28				
Step	Hourly	Pay Period	Monthly	Annual
1 (1st 12 mo.)	\$27.2520	\$2,288.08	\$4,576.16	\$54,913.92
2 (2nd 12 mo.)	\$28.8524	\$2,422.45	\$4,844.90	\$58,138.80
3 (3rd 12 mo.)	\$30.4529	\$2,556.83	\$5,113.66	\$61,363.92
4 (maximum)	\$32.0531	\$2,691.18	\$5,382.36	\$64,588.32
Cross-Connection Control Program Coordinator				

Grade A1				
Step	Hourly	Pay Period	Monthly	Annual
I (1st 12 mo.)	\$16.1071	\$1,352.35	\$2,704.70	\$32,456.40
2 (2nd 12 mo.)	\$18.2708	\$1,534.02	\$3,068.04	\$36,816.48
3 (3rd 12 mo.)	\$20.1940	\$1,695.49	\$3,390.98	\$40,691.76
4 (maximum)	\$22.8385	\$1,917.52	\$3,835.04	\$46,020.48
Apprentice Machinist		Apprentice Mechanic	Apprentice Pump Mechanic	

Grade A2				
Step	Hourly	Pay Period	Monthly	Annual
1 (1st 12 mo.)	\$18.2574	\$1,532.89	\$3,065.78	\$36,789.36
2 (2nd 12 mo.)	\$20.7099	\$1,738.80	\$3,477.60	\$41,731.20
3 (3rd 12 mo.)	\$22.8899	\$1,921.84	\$3,843.68	\$46,124.16
4 (maximum)	\$25.8874	\$2,173.51	\$4,347.02	\$52,164.24
Apprentice Electrician				

LETTER OF UNDERSTANDING

between

THE CANADIAN UNION OF PUBLIC EMPLOYEES Local No. 47
(hereinafter referred to as “theUnion”)

and

THE CITY OF **SASKATOON**
(hereinafter referred to as “theCity”)

Re: Rearranged Work Week

Notwithstanding the Collective Agreement between the parties, the City and the Union agree as follows:

1. APPLICATION

- a) This agreement applies to permanent full-time employees working in the positions of Office Clerk, Clerk (WT) **Training Consultant, Drafting Technologist and Environmental Protection Officer.**
- b) The application and interpretation of this agreement will be based on the premise of (1) no additional cost to the City, **(2)** maintenance of customer service and (3) providing flexibility to meet operational requirements.

2. TERM

- a) This agreement will be in effect during the term of the Collective Agreement.
- b) This agreement may be terminated by either party by giving thirty (30) days' written notice if it is found to be unsatisfactory by either party and attempts to resolve the problems are unsuccessful.

3. REARRANGED HOURS OF WORK

- a) The hours of work shall be eight (8) hours and eighteen (18) minutes on each regular work day for fourteen **(4)** days over a period of three (3) weeks.
- b) Employees shall be eligible for an earned day off after completing fourteen **(14)** days of work within the three (3) week period.
- c) The scheduling of the rearranged hours of work shall accommodate the business hours of the City.

4. EARNED DAYS OFF

- a) Normally, an earned day off will be scheduled adjacent to a regular day off or to a statutory holiday.
- b) The earned days off will be scheduled in a way that maintains constant clerical coverage and continuance of service. From time to time an employee may be assigned to provide clerical coverage at another branch site.
- c) A scheduled earned day off may be re-scheduled to another day if agreed to between the City and the employee where the absence of another employee necessitates the employee's attendance at work.
- d) An employee may bank up to five **(5)** earned days off for future use.

5. OVERTIME

- a) Employees shall be paid overtime for time worked in excess of eight (8) hours and eighteen (18) minutes on a regular work day.
- b) When an employee is required to work on a scheduled earned day off another day as agreed on between the City and the employee will be scheduled as the earned day off.

6. ANNUAL VACATION

- a) No additional entitlement shall accrue for vacation leave taken coincident with an earned day off.
- b) Employees will continue to accrue vacation entitlement according to the Collective Agreement. However, vacation time taken will be deducted from the vacation time entitlement on an hour-for-hour basis in the amount of eight (8) hours and eighteen (18) minutes for each day of vacation.

7. SICK LEAVE

- a) The use of accumulated sick leave (individual accumulation or sick bank application) shall not be allowed on an earned day off.
- b) Sick leave use on a regular work day shall be paid according to the rearranged hours of work.

8. TRANSFERS

An employee who is to be transferred out of the Union's bargaining unit shall use any banked earned days off before the transfer occurs.

9. PAY PROCEDURE

- a) Employees will continue to receive their pay according to present practice.
- b) Upon termination, an employee shall be paid for the actual hours worked during the pay period. Any final adjustments regarding disposition of time owed to/by the City will be reconciled at that time.

10. RELIEF DUTY

Premium pay shall not be paid to an employee who assumes the work of an employee in higher paid position who is absent on an earned day off.

Signed this 30th day of May, 2006.

The City of Saskatoon

Pat Savore
[Signature]

CJ.U.P.E. Local No. 47

[Signature]
[Signature]

Suspended according to the provisions of Article 6 a) – c)

LETTER OF UNDERSTANDING

between

THE CANADIAN UNION OF PUBLIC EMPLOYEES Local No. 47
(hereinafter referred to as “the Union”)

and

THE CITY OF SASKATOON
(hereinafter referred to as “the City”)

Re: New or Reclassified Positions

The City will maintain a system of position classification and job evaluation for Union positions.

1. New Position

- a) The wage rate of new positions of a nature not already classified in this contract shall be negotiated by both parties.
- b) If agreement cannot be reached within sixty (60) days, either party may submit the matter to arbitration. In the interim, the position may be posted and filled at the salary level recommended by management, with the designation “new Position - Under Review” affixed to the posting. If the salary determined appropriate by the arbitrator differs from that instituted by management, an adjustment will be made retroactively to the date the successful applicant was appointed to the position.

2. Existing Position

- a) If there is a significant change in duties and responsibilities of a permanent filled position, either on an identifiable date, or gradually over a period of time, a review of the classification of the position may be requested by the Union or by Management, as represented by the Personnel Services Department.
- b) The party initiating the classification review request shall submit a Position Analysis Questionnaire (PAQ) completed in full to the Personnel Services Department. The PAQ will be accompanied by a memorandum indicating the reasons for the request for a change in classification. A copy shall be forwarded to the Secretary of C.U.P.E. Local No. 47.
- c) Subsequent to the receipt of the PAQ, and memorandum above, the Personnel Services Department will initiate a classification review of the position. Such review will be concluded within three (3) months of the receipt of the request. The Personnel Services Department shall conclude:
 - i) confirmation of the current classification level; or,
 - ii) upgrading of the current classification level; or,
 - iii) downgrading of the current classification level

and initiate appropriate action to effect the decision and to inform the parties to this agreement in writing.

- d) Should the Union disagree with the decision, it may appeal such within fifteen (15) calendar days of receipt of written notification, referred to in 2 (b) above, to the Classification Appeals Committee.
- e) The Classification Appeals Committee shall consist of one (1) member appointed by the Union, one (1) member appointed by the City and a Chairperson mutually acceptable to both parties. The Committee shall hear evidence and shall consider only the duties and responsibilities of the position as of the date of the request for review.
- f) The Classification Appeals Committee shall be authorized to direct:
 - i) that the classification decision be confirmed and the appeal denied; or
 - ii) that the appealed position be reallocated to a designated existing class in the classification plan.
- g) Decisions of the Committee shall be binding upon the parties to this agreement and the appealed position.
 The Committee may recommend that a new classification be established to accommodate the appealed position.
- h) The City shall authorize leave of absence with pay to their own and the Union representative, providing both are in the employ of the City. The Chairperson, if in the employ of the City, shall be granted leave of absence with pay. If the Chairperson is not a City employee, the remuneration shall be as determined between the parties to this agreement and him/herself and shall be shared equally by the principals.
- i) Reclassification shall be effective retroactively to the start date of the next pay period following the date of the initial request for review as specified in 2 (b). Incumbents who requested the review shall be retroactively compensated, provided the position was reclassified upward and they still hold the position in question.
- j) If the position is reclassified to a higher level, the incumbent shall receive:
 - i) the minimum for the new position; or
 - ii) the salary at the time of reclassification, plus one (1) year's annual increment on the schedule for the new position, whichever shall be the greater.
 Adjustments to this practice shall be made for any intervening increments that may have come due during the appeal process.
- k) If the position is reclassified to a lower level, the incumbent shall not be affected and will proceed through the existing salary range and receive any general economic increase agreed to in collective bargaining. Upon vacating the position, the downgraded classification will be effected.

3. New Classification Series

- a) In the event the City wishes to introduce a new classification series not currently in the contract, it shall advise the Union of the particulars in writing.
- b) The wage rates applied to any new classification series shall be the subject of negotiations between the City and the Union. If there is failure to agree, either party may, upon notice to the other, submit the matter to arbitration after two **(2)** months of the commencement of such negotiations. Such arbitration shall follow the arbitration procedure outlined in Article 14 of the Collective Agreement beginning at the final step.
- c) The City may implement the new classification series applying the wage rates it believes appropriate. Should the matter proceed to arbitration, any resultant changes to the applicable wage rates would be effective retroactively to the date upon which the new classification series was implemented.
- d) If wage rates established in the new classification series are less than those previously accorded the positions, incumbents will not be affected, nor will their progress through the previous salary range of their position be affected. Once the position is vacated, the new classification wage rates apply.

NOTE: If both parties agree to proceed to arbitration as outlined in (b) above, then the results are binding. If mutual agreement on arbitration cannot be reached, the result is non-binding and the recommendations of the Board are subject to ratification in the next collective bargaining process.

Signed this 30th day of May, 2006.

The City of Saskatoon

Pat Savoie
[Signature]

C.U.P.E. Local No. 47

[Signature]
Ken Mansfield

LETTER OF UNDERSTANDING

between

THE CANADIAN UNION OF PUBLIC EMPLOYEES Local No. 47
(hereinafter referred to as "the Union")

and

THE CITY OF SASKATOON
(hereinafter referred to as "the City")

Re: Time Off For Telephone Calls

In recognition of the fact that some **employees** are contacted on their times off for work-related information and instruction which assist in operations, the parties hereby agree to the following without prejudice:

1. That one (1) hour at straight time shall be paid for each occasion that an employee is required to provide services to the City by telephone.
2. That this payment shall not be paid if the employee receives "Call-out" as described by Article 16 (c) of the Collective Agreement.
3. That this Letter of Understanding shall remain in force for the life of the Collective Agreement and shall only apply to **employees** involved in maintaining operations.

Signed this 30th day of May, 2006.

The City of Saskatoon

Pat Savie
[Signature]

C.U.P.E. Local No. 47

[Signature]
[Signature]

LETTER OF UNDERSTANDING

between

THE CANADIAN UNION OF PUBLIC EMPLOYEES Local No. 47
(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 layoff according to the Collective Agreement.

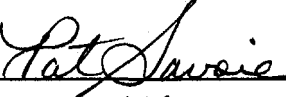
Where the approximate date of a layoff is estimated, the City shall provide layoff notice to employees at either the earliest possible date or recall or hire.
The date of layoff notice may be revised if required.

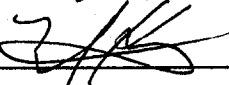
If an employee

1. is not on sick leave at the time when layoff notice is given to the employee, and
 2. is disabled and claims sick leave under Article 11 (k) Sick Leave
- the employee will receive paid sick leave only up to the last day prior to layoff.

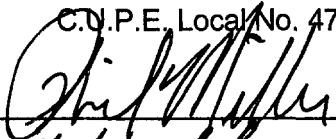
Signed this 30 day of May, 2006.

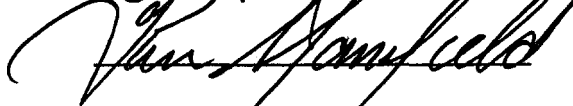
The City of Saskatoon





C.U.P.E. Local No. 47





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

1. a. Composition of Joint Committee

<u>Union</u>	<u>City</u>
Bill Pfeifer (C.U.P.E. Local No. 59)	Ron Avant (Chair - Human Resources)
Andy Hawrysh (C.U.P.E. Local No. 47)	Tim Sedgewick (Utility Services)
Dave Siermachesky (C.U.P.E. Local No. 859)	Van Simonson (Public Works)

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 Wednesday of every month at 1:00 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 (EFAP), 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.

New 2005

- 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.

**New
2004**

- 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,
 - (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; and,
 - (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 a minimum of twenty-five **(25)** years of contributions 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. 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 a 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.

13. 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.

Days Nights	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S			
	4	4	2	2	3	3	3	1	1	4	4	2	2	2	3	3	1	1	4	4	4	2	2	3	3	1	1	1			
	3	3	1	1	4	4	X	2	2	3	3	1	1	X	4	4	2	2	3	3	X	1	1	4	4	2	2	X			
January 2004	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	1	2	3	4			
February 2004	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	1			
March 2004	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28			
April 2004	26	27	28	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25			
May 2004	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20			
June 2004	21	22	23	24	25	26	27	28	29	30	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18			
July 2004	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15			
August 2004	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
September 2004	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	1	2	3	4	5	6	7	8	9	10	11	12	
October 2004	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10
November 2004	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	1	2	3	4	5	6	7	
December 2004	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5

2005 Water Treatment Operating Schedule

Days 07:00 - 19:00																														
Nights 19:00 - 07:00																														
Days	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S		
	Nights	4	4	2	2	3	3	3	1	1	4	4	2	2	2	3	3	1	1	4	4	4	2	2	3	3	1	1	1	
Nights	3	3	1	1	4	4	X	2	2	3	3	1	1	X	4	4	2	2	3	3	X	1	1	4	4	2	2	X		
January 2005	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30		
February 2005	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27		
March 2005	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24		
April 2005	25	26	27	28	29	30	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22		
May 2005	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19		
June 2005	20	21	22	23	24	25	26	27	28	29	30	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
July 2005	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14		
August 2005	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11		
September 2005	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	1	2	3	4	5	6	7	8	9		
October 2005	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6		
November 2005	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	1	2	3	4		
December 2005	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31			

2006 Water Treatment Operating Schedule

Days 07:00 - 19:00																													
Nights 19:00 - 07:00																													
Days	Nights	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
		January 2006	4	4	2	2	3	3	3	1	1	4	4	2	2	2	3	3	1	1	4	4	4	2	2	3	3	1	1
February 2006	3	3	1	1	4	4	X	2	2	3	3	1	1	X	4	4	2	2	3	3	X	1	1	4	4	2	2	X	
March 2006	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	
April 2006	30	31						6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	
May 2006	27	28	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	
June 2006	27	28	29	30	31			6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	
July 2006	24	25	26	27	28	29	30	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	
August 2006	22	23	24	25	26	27	28	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
September 2006	19	20	21	22	23	24	25	29	30	31				5	6	7	8	9	10	11	12	13	14	15	16	17	18		
October 2006	17	18	19	20	21	22	23	26	27	28	29	30	3	4	5	6	7	8	9	10	11	12	13	14	15	16			
November 2006	14	15	16	17	18	19	20	24	25	26	27	28	29	30	31						7	8	9	10	11	12	13		
December 2006	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	4	5	6	7	8	9	10		
	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31						
	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30				
	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	

