

## BETWEEN

## THE CORPORATION OF THE CITY OF PRINCE ALBERT, PRINCE ALBERT, SASKATCHEWAN



- AND -

## THE CANADIAN UNION OF PUBLIC EMPLOYEES CUPE LOCAL #882



## JANUARY 1, 2014 TO DECEMBER 31, 2016

14870 (01)

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THIS AGREEMENT MADE THIS 27th DAY OF APril A.D., 2015

**BETWEEN:** 

THE CORPORATION OF THE CITY OF PRINCE ALBERT, (hereinafter called "the Employer")

PARTY OF THE FIRST PART

- and -

# THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 882, (hereinafter called "the Union")

### PARTY OF THE SECOND PART

### ARTICLE 1 – PREAMBLE

1.01 Whereas it is the desire of both parties to maintain the existing harmonious relations between the Employer and members of the Union to promote cooperation and understanding between the Employer and its employees, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scales of wages, to encourage economy of operation and elimination of waste and to promote morale, well being and security of all employees included in the bargaining unit represented by the Union.

#### ARTICLE 2 – DEFINITIONS

- 2.01 In this Agreement the expression:
  - a) **"Employer"** means the Corporation of the City of Prince Albert.
  - b) **"Employee"** means any person who is employed by the Employer in any Department excepting the Police Service and the Fire and Emergency Services and those represented by Prince Albert Civic Employees Local Union No. 160.
  - c) **"Permanent Employee"** means any person employed by the Employer to fill a position designated as a permanent position. During their first 6 months of service as a permanent employee, an employee shall be subject to the probationary requirements under Section 10.03 of the Agreement.
  - d) **"Non-Permanent"** employee includes employees listed under Subsections i), ii) and iii) below:
    - i) **"Recreation Employee"** means any person employed by the Employer who works on an hourly basis as specifically scheduled by their Supervisor. Only employees working in the Recreation Division shall be included under this definition.

- ii) **"Part-Time"** employee means any person employed by the Employer who works on a regular basis in a position not designated as a permanent position. Employees in this category may work on a Part-time or Full Time basis.
- iii) **"Temporary Employee"** means any person employed by the Employer for a fixed period of time, on a Full Time basis. Temporary employees shall be paid on a monthly salary basis.
- e) **"Classification**" means the classification for the various positions, as described in the Schedules "A", "B", and "C" of this Agreement.
- f) "Council or City Council" means the Council of the City of Prince Albert.
- g) **"Head of a Department"** means the official in charge of a department as appointed by the City Manager or City Council.
- h) **"Member"** means a member of the Canadian Union of Public Employees and its Local 882 who is also an employee of the Employer.
- i) "Lay off' means the discontinuation of a position(s) due to lack of work or reduction or discontinuation of a service or services.

### **ARTICLE 3 - RECOGNITION AND NEGOTIATION**

### 3.01 Bargaining Unit

The City recognizes the Canadian Union of Public Employees and its Local 882 as the sole and exclusive collective bargaining agent for all of its employees save and except the following:

Airport Manager **Assessment Manager** Assistant Director of Financial Services Assistant Parks Manager **Battalion Chief Business Systems Analyst Capital Projects Manager** Chief Building Official City Assessor City Clerk City Manager City Solicitor Communications Manager **Confidential Secretary** Coordinator - Health, Safety and Environment **Corporate Information Officer Corporate Legislative Manager** Deputy Fire Chief **Director of Community Services Director of Corporate Services Director of Financial Services Director of Planning & Development Services Director of Public Works** 

Economic Development Manager Engineering Services Manager **Executive Assistant Executive Assistant - Financial Services** Facilities Manager **Finance Analyst** Finance Manager **Fire Chief** Fleet Manager **Golf Course Superintendent** Human Resources Coordinator Human Resources Consultant Information Technology Manager Manager of Performance Management and Benchmarking **Marketing & Sponsorship Coordinator** Mechanical and Building Maintenance Manager Network Support Officer **Operations Manager** Parks Manager **Payroll Manager** Planning Manager **Project Coordinator** Project Manager - Roadways **Purchasing Agent Records Coordinator Recreation Coordinator Recreation Manager Roadways Manager** Sanitation Manager Special Projects Manager **Surface Works Manager** Transportation & Traffic Manager Utilities Manager Waste Water Treatment Plant Manager Water & Sewer Manager Water Treatment Plant Manager

And those employed by the Prince Albert Board of Police Commissioners, those represented by the International Association of Fire Fighters Local **#510**, and those represented by the Prince Albert Civic Employees' Local Union No. 160, CUPE; and hereby agrees to negotiate with the Union or any of its authorized Committees concerning all matters affecting the relationship between the two parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

### 3.02 No Other Agreements

No employee shall be required to make a written or verbal agreement with the Employer or his representatives, which may conflict with the terms of this Collective Agreement.

### 3.03 Copies of Agreement

Sufficient copies of new Agreements or amending Agreements for all members will be furnished to the Union's Secretary within sixty (60) days after such Agreements are signed.

### ARTICLE 4 - CHECK OFF AND UNION MEMBERSHIP REQUIREMENTS

### 4.01 Maintenance Of Membership In The Union

Every employee who is now or hereafter becomes a member of the Union shall maintain his membership in the Union as a condition of his 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 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 the periodic dues uniformly required to be paid by members of the Union.

### 4.02 Check Off

The Employer shall deduct from every employee any dues, initiation fees, or assessments levied, in accordance with the Union Constitution and Bylaws, upon written request by the Union.

### 4.03 Deductions

Deductions shall be made bi-weekly and shall be forwarded to the Secretary-Treasurer of the Union not later than ten (10) days of the deduction being made, accompanied by a list of the names, addresses and classifications of employees from whose wages the deductions have been made.

#### 4.04 Dues Receipts

At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of Union dues paid by each Union member in the previous year.

#### 4.05 New Employees

The Employer agrees to include within the general orientation process a Union Representative for the purposes of acquainting new employees with the Union and providing a copy of the Agreement and a brief description of how it works.

The practical interpretation of this language shall be that a member of CUPE 882 Executive or Shop Steward will be invited to make a concise presentation at any general orientation workshops set up by the Employer in order to provide the new employees with a copy of the Collective Agreement and how it works. For individual employee orientation, one representative of the Union will meet with the employee together with management to deliver a copy of the Collective Agreement and to briefly explain the Union's role in the workplace.

### 4.06 Work Of The Bargaining Unit

Persons whose jobs are not in the Bargaining Unit shall not work on any jobs which are included in the bargaining unit, except as follows:

- a) Emergency training and emergency response;
- b) Training of new employees by managers;
- c) Volunteers and user groups providing program services and activities within civic facilities;
- d) Practicum students coming into the workplace for a period of time defined by their educational institutions;
- e) Managers' ability to do normal work and maintain public service (word processing, file retrieval, answering telephones, dispatching calls, etc), however the Employer acknowledges that these functions shall not be used as means of reducing the workforce; and
- f) Out of Scope staff from the IT area providing coverage when required for the Web Development Officer and PC Support Officer classifications; and
- g) Any other cases agreed upon in writing by the Employer and the Union.

### ARTICLE 5 - NO DISCRIMINATION

### 5.01 Employer Shall Not Discriminate

The City agrees that there shall be no employee discrimination by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, sexual orientation, nor by reason of his membership or activity in the Union. The City agrees that there shall be no employee discrimination as defined in <u>The Saskatchewan Human Rights Code</u>.

### **ARTICLE 6 - LABOUR MANAGEMENT RELATIONS**

### 6.01 Resolutions And Bylaws Of City Council

Resolutions, general policies or bylaws of this city passed in public council as they affect the Union shall be forwarded by the City Clerk to the Recording Secretary of the Union.

### 6.02 Committees To Be Heard

Any Committee of the Union shall, upon written request, be accorded a prompt hearing by the Head of the Department, the City Manager and by the City Council in their respective order, provided that the use of this clause shall not preclude a case being considered subsequently under the grievance procedures.

### 6.03 Time Off For Meeting

The Employer recognizes that the Union shall form Committees for bargaining, grievance, occupational health and safety and Municipal Employees' Pension Plan, each Committee to consist of not more than five (5) members of the Union

and members of such Committees shall not suffer any loss of pay while participating in discussions or negotiations with the Employer which shall also include arbitration procedures. In addition, the Employer recognizes the right of Union Officers (Executive Members and Shop Stewards) to be involved in the resolution of grievances. Permission to leave the work during working hours for such purposes shall first be obtained from the immediate Out of Scope Supervisor. Such permission shall not be unreasonably withheld. In such cases, the Union Officer shall not suffer any loss of pay or benefits. Unless such meetings are initiated at the request of management, the Union will reimburse the Employer for half of the wages and benefits for time spent by Union Officers on resolving grievances.

### 6.04 Representative Of Canadian Union

The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer.

### 6.05 Plural Or Feminine Terms May Apply

Whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so require.

### 6.06 Bulletin Boards

The Employer shall provide Bulletin Boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices related to Union business, as may be of interest to the employees.

### ARTICLE 7 - GRIEVANCE PROCEDURE

### 7.01 Definition Of Grievance

A grievance shall be defined as any difference or dispute between the Employer and any employee(s) or the Union.

### 7.02 Recognition Of Union Stewards And Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer recognizes the Union Grievance Committee and the Union Stewards and their right to assist any employee in preparing and presenting his grievance in accordance with the Grievance Procedure.

### 7.03 Settling Of Grievances

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

<u>Step #1</u>: The aggrieved employee(s) will submit the grievance to his Steward or Union Officer within **twenty (20) working** days of the discovery of the grievance. At each step of the Grievance Procedure the Griever(s) shall have the right to be present.

- <u>Step #2</u>: If the Steward, the Union Executive an /or the Grievance Committee consider the grievance to be justified, he/they will first seek to settle the dispute with the employee's Department Head within five (5) working days of the grievance being submitted. The Department Head shall reply within five (5) working days of the grievance being submitted.
- **Step #3**: Failing satisfactory settlement under Step #2, the Union Grievance Committee may submit the grievance to the City Manager within **five (5)** working days of the Department Head's reply, accompanied by a written statement of the particulars of the grievance and the redress sought. The City Manager shall render their decision within **five (5)** working days after receipt of such notice.
- **Step #4**: Failing settlement being reached in Step #3, the Grievance Committee or Union Executive may, within fifteen (15) working days, submit the written grievance to the City Clerk and City Council shall hear the grievance within fifteen (15) working days and render their decision within fifteen (15) working days after hearing the grievance.
- **Step #5**: Failing a satisfactory settlement being reached in Step #4, the Union may refer the dispute to arbitration within sixty (60) calendar days.

### 7.04 Policy Grievances

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Steps #1 and #2 of this Article may be bypassed by the Union.

### 7.05 Union May Institute Grievances

The Union and its Representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step #2.

### 7.06 Replies In Writing

Submissions of and replies to grievances shall be in writing at all Steps.

### 7.07 Mutually Agreed Changes

Any mutually agreed changes in writing to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

### **ARTICLE 8 - ARBITRATION**

### 8.01 Composition Of Board Of Arbitration

When either party requests that a grievance be submitted to arbitration as provided for herein, the request shall be **hand delivered or sent electronically** addressed to the other party of the Agreement, indicating the name and address of its nominee on the Arbitration Board. Within six (6) working days thereafter, the other party shall answer by **hand delivery or sent electronically** indicating the name and address of its nominee to the Arbitration Board. The two arbitrators shall then select a Chairman.

### 8.02 Failure To Appoint

If the party receiving the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairman within fourteen (14) days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party.

### 8.03 Board Procedure

The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations.

### 8.04 Decision Of The Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairman shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties and may not be changed. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of a grievance by any arrangement which it deems just and equitable.

### 8.05 Expenses Of The Board

Each party shall pay:

- 1) The fees and expenses of the **nominee** it appoints;
- 2) One-half (1/2) of the fees and expenses of the Chairman.
- 3) The fees and expenses of any witnesses they bring forward.

#### 8.06 Amending Of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by mutual consent of the parties.

#### **ARTICLE 9 - DISCHARGE, SUSPENSION AND DISCIPLINE**

#### 9.01 Burden Of Proof

Both parties agree that an employee is considered innocent until proven guilty and in cases of discharge, suspension or discipline, the Burden of Proof of Just Cause shall rest with the Employer.

### 9.02 Discipline Procedure

The employee shall be notified in writing of the action and/or penalty in any disciplinary procedure, with a copy to the Secretary of the Union. During any discussions with an employee on any discipline the employee shall be accompanied by a member of the Union Executive or Union Grievance Committee.

### 9.03 Employee's Record

The record of an employee shall not be used against him at any time after twenty-four (24) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports.

### **ARTICLE 10 - SENIORITY**

### 10.01 Seniority Defined (Type of Seniority Unit)

Seniority is defined as the length of service in the Bargaining Unit. Length of service in the Bargaining Unit shall include all unbroken service within the Bargaining Unit, subject to the provisions listed in Article **10.05** of this Agreement.

### 10.02 Seniority List

### Permanent Employees:

The Employer shall maintain a seniority list showing the seniority date for each permanent employee. An up to date permanent seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

#### Non-Permanent Employees:

A separate seniority list for non-permanent employees shall be sent to the Union and posted on all bulletin boards at the end of the pay period closest to each quarter of the year.

Seniority for non-permanent employees shall be in accordance with Article **10.03** of the collective agreement.

### 10.03 Seniority For Non-Permanent Employees

Employees who work less than the normal hours of work shall accumulate seniority in direct proportion to the time worked from the time the employee entered the service of the City. For purposes of seniority, one (1) year of service shall be equal to the following:

- All Schedule "A" and "B" classifications, except Concession Manager, Assistant Concession Manager, and Community Development Officer – one thousand seven hundred and ninety eight (1798) hours worked;
- All Schedule "C" classifications one thousand nine hundred and eighty four (1984) hours worked.
- Concession Manager, Assistant Concession Manager and Community Development Officer - one thousand eight hundred and fifty two (1852) hours worked.

### 10.04 Probation For Newly Hired Employees

### Permanent:

A newly hired Permanent employee shall be on probation for a period of six (6) months from the date of hiring. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement.

### Non-Permanent:

Newly hired non-permanent employees in Schedule "B" classifications shall be on probation until they have accumulated nine hundred (900) hours of seniority.

Newly hired non-permanent employees in Schedule "C" shall be on probation until they have accumulated six hundred (600) hours of seniority.

### 10.05 Loss Of Seniority

An employee shall not lose seniority rights if he is absent from work because of sickness, accident, layoff or leave of absence approved by the Employer.

An employee shall only lose his seniority in the event:

- 1) He is discharged for just cause and is not reinstated.
- 2) He resigns in writing and is not reinstated within thirty (30) days by the Employer, except for voluntary resignation for the purpose of attending a recognized educational institute, in which case seniority would be retained provided the Employee is reinstated within twelve (12) months.
- 3) He fails to return to work within seven (7) calendar days following a layoff and after being notified to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his current address. An employee recalled for non-permanent work or employment of short duration at a time when he is employed elsewhere shall not lose his recall rights for refusal to return to work. Should the City have difficulty contacting the employee, the City will inform the Union prior to loss of seniority.
- 4) He has been on continuous lay off for more than twelve (12) months.

### **ARTICLE 11 - PROMOTIONS AND STAFF CHANGES**

### 11.01 Job Posting

Notice of all new positions or vacancies coming within the scope of this Agreement shall issue from the office of Human Resources for posting at City Hall, with a copy supplied immediately to the Union. **Postings will also be placed on the internal employment opportunities website.** Vacancy postings shall carry a closing date to be set not earlier than five (5) business days from the date of the posting. All postings shall set forth the exact classification of the job and a rate and range of pay.

When circumstances require a temporary replacement in a permanent position for four (4) months OR longer the position shall be posted to be first filled within the scope of this Agreement before consideration is given to applicants not currently members of the Union. One (1) additional posting shall be required for the position of the employee transferred as a result of the original posting. No postings shall be required for temporary entry level positions as determined by the Department Head.

The Employer agrees to review with the Union any temporary positions which exceed one (1) year in duration to determine if the position should be permanent.

While performing duties temporarily in an out of scope position, an Employee shall be deemed to be within the scope of the bargaining unit during the relief period. No Employee shall work temporarily in an out of scope position against their wishes. If an Employee works in or is expected to work in a temporary out of scope position for four (4) months or longer their permanent position will be filled on a temporary basis.

### 11.02 Information In Postings

Postings for positions shall include a job description of the position and the name of the Department concerned and further provided that if regrading or reclassification is necessary in order to fill the position, the vacancy shall again be advertised.

### 11.03 Applications For Positions Or Vacancies

Employees shall be entitled to bid for such positions or vacancies by means of written application, a copy of which shall be submitted to the Human Resources office. It shall be the responsibility of the employee to notify the Union Executive in writing that he or she has applied for another position in the bargaining unit. No applications from employees received later than the posting closing date will be considered. Employees who are absent for any reason in which absence does not constitute a break in service under the terms of this Agreement, shall maintain their right to bid for such positions within the posting period.

### 11.04 Role Of Seniority In Promotions and Transfers

In selecting the successful applicant for vacancies or new positions, seniority shall be the determining factor provided the applicant possesses the required qualifications and sufficient ability for the position. The required qualifications must be met at the time of the closing date on the posted competition.

The City endorses the principle of promotion within the service. Therefore, when a vacancy occurs, or is created, the order of selection shall be:

- First, senior qualified in-service applicant (which includes all permanent employees regardless of seniority and all non-permanent employees who have successfully passed probation);
- Second, senior qualified non-permanent in-service applicant (who have not successfully passed probation);
- Third, qualified out-of-service applicant.

If the vacancy is not filled based on the above criteria, the City may decide to review the job requirements whereby all non-qualified internal and external applications from the original posting will be reconsidered.

If a non-qualified applicant is successful, there may be situations where the successful candidate is required to pursue and complete required qualifications in a timely manner. The timeline to complete any requirements may be extended for good reason at the discretion of the City.

The Union shall receive a copy of the posting. Where interviews of current employees are conducted, the Union shall be so advised and may have a representative present as an observer during the interview.

The Union shall receive notification of the successful applicant within ten (10) days following the closing date shown on the vacancy posting. If the Employer is unable to fill the vacancy from among the applicants, the notification of the successful applicant may be delayed.

### 11.05 Proving Period

#### Permanent Employees:

A successful applicant shall be allowed six (6) months in which to prove himself capable to fill the position concerned. If such an employee does not qualify within such time, he shall revert to his former position without loss of seniority, provided that if before the expiry of six (6) months it appears to the Employer that such employee is incapable of qualifying for such position within six (6) months he may be required to revert to his former position before such time, without prejudice and without loss of seniority.

An employee may revert to his former status within six (6) months if he so desires without loss of seniority.

#### Non-permanent Employees

A successful applicant to a subsequent position, who has passed probation as set out in **10.04** above, shall be allowed six hundred (600) hours for Schedule "C" Classifications, and nine hundred (900) hours for Schedule "B" Classifications, in which to prove himself capable to fill the position concerned. If such an employee does not qualify within such time, he shall revert to his former position without loss of seniority.

An employee may revert to his former status within six hundred (600) hours for Schedule "C" Classifications, and nine hundred (900) hours for Schedule "B" Classifications, if he so desires without loss of seniority.

#### 11.06 Workplace Accommodation

The City shall endeavour to provide an employee, unable through injury or illness to perform his normal duties with alternative suitable employment and if such employment is provided, the employee shall be paid their current rate of pay for a period not to exceed three (3) months in duration. If the workplace accommodation were to extend beyond the three (3) month period the employee will be paid the rate of pay established for that position. Such employee shall not displace another permanent employee.

### 11.07 Older Worker Provision

The City shall endeavour to provide an employee, who, through advancing years, is unable to perform his normal duties with alternative suitable employment and if such is provided, the employee shall be paid at the rate of pay established for that function. Such employee shall not displace another permanent employee.

### 11.08 Increments for Non-Permanent Employees

Increments for non-permanent employees shall be on a pro-rata basis. For the purposes of increments, each year of service shall be as identified in **Article 10.03**, except for Schedule "C". Non-permanent employees in the Administration classification who have served a six (6) month continuous period shall be paid at the permanent rates.

### ARTICLE 12 - LAYOFFS AND RECALLS

### 12.01 Role Of Seniority In Layoffs

Both parties recognize that job security shall increase in proportion to length of service. In the event of a layoff, employees shall be laid off in the reverse order of their seniority provided that those employees retained shall have the necessary qualifications to do the work required.

### 12.02 Recall Procedure

Employees shall be recalled in the order of their seniority, provided they have the necessary qualifications. A copy of the Recall Notice shall be provided to the Union.

### 12.03 No New Employee

No new employee shall be hired until those laid off have been given an opportunity of recall, as provided in **Article 10.05**.

### 12.04 Advance Notice Of Layoff

Unless legislation is more favourable to the permanent employees, the Employer shall notify permanent employees who are to be laid off twenty (20) working days prior to the effective date of layoff. If the permanent employee has not had the opportunity to work the days as provided in this Article, he shall be paid for the days for which work was not made available.

### 12.05 Layoff Of Non-Permanent Employees

For the purpose of this article, work areas are defined as administration, concessions, aquatics, playgrounds and recreation.

### a) <u>Lavoff</u>

Non-permanent employees shall be laid off first and in reverse order of seniority and work area, provided those remaining have the required qualifications. Laid off non-permanent employees shall not have the right to displace another employee upon layoff. b) <u>Recall</u>

Non-permanent employees shall be recalled in order of seniority and work area, provided they have the required qualifications.

### 12.06 Changes In Employment Positions

In the event the City should consider changes in employment by not filling a vacant position created by resignation, termination, layoff, maternity leave, leave of absence or otherwise, the City agrees it shall consult the Union within thirty (30) days of the vacancy and prior to making a final decision to determine the most effective means to accomplish the employment position change.

### 12.07 Contracting Out Work

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 City agrees to notify and consult with the Union prior to making any final decision to contract out work presently being performed by City employees. The Union will be a participant in studying any contracting out plans and will be supplied with all information and research done prior to the final decision being made.

### 12.08 Reduction In Staff And Services

- a) Prior to making reductions in staff, services, or hours of work the City will contact the Union to consult and review the most efficient methods of operation and other alternative ways to avoid layoffs.
- b) Should school board funding for the position of Recreation Programmer Aquatics be lost, the City reserves the right to eliminate this position and lay off in accordance with the Collective Agreement.

### ARTICLE 13 - HOURS OF WORK

### 13.01 Hours Of Work

- a) The hours of work for all employees covered by this Agreement shall be from 8:00 A.M. to 4:45 P.M. with one (1) hour allowed for lunch, Monday to Friday inclusive. Exceptions are noted below. A schedule of days off shall be drawn up and approved by the Union and the City.
- b) For classifications listed in Schedule "C", the work week shall not exceed forty (40) hours and the work day shall not exceed eight (8) hours. Parttime and Recreation employees will be given first choice of extra hours of work in addition to scheduled hours up to eight (8) hours per day at regular rates.
- c) The Hours of work for the permanent positions of Recreation Programmer and Assistant Recreation Programmer shall not exceed seven and threequarter (7 3/4) hours per day five days per week (Monday To Friday) and one day off every three weeks designated as an earned day off. When required and upon 7 days notice, the **Recreation Programmer and/or** Assistant Recreation Programmer will work a Saturday and/or Sunday and an alternate consecutive day(s) off will be scheduled.

- d) The hours of work for the Concession Manager, Assistant Concession Manager and Community Development Officer will not exceed forty (40) hours per week, with one week out of every three (3) being a thirty-two (32) hour week.
- e) As directed by the supervisor, the Web Development Officer and PC Support Officer may work on a flexible schedule which may require the employee to work between the hours of 6:00 a.m. 10:00 p.m.
- f) Subject to the mutual agreement of the Department Head and the Union, flex time may be implemented to alter the regular working hours of a day. This may be accomplished by altering the start time, end time or adjusting the lunch break or a combination of each.
- g) The hours of work for the permanent positions of Clerk Steno II assigned to work at the Alfred Jenkins Field House shall not exceed seven and three quarter (7 <sup>3</sup>/<sub>4</sub>) hours per day five days per week (Monday to Friday) and one day off every three weeks designated as an earned day off. Shifts will be scheduled to fall within the hours of operation of the Alfred Jenkins Field House.
- h) All employees working full time hours shall be entitled to two (2) rest breaks, not exceeding fifteen (15) minutes duration. An employee working less than full time hours shall be entitled to one (1) rest break within each continuous four (4) hour period or portion thereof worked in a day. Rest breaks are to be taken at a time and place considered convenient by the department head or designate, but preferably at the job site.

### 13.02 Schedules

- a) 5-5-4 work schedules in each Department shall be subject to modification for the purpose of improvement of the system. Changes in the schedules shall be negotiated between the Union and the City. Both parties shall submit any proposed changes to the other party so that negotiations can take place concerning changes in the schedules.
- b) Two employees within a Department may exchange an earned day off provided that both employees make written application to their Department Head at least fourteen (14) days in advance of the first earned day off to be exchanged. Any such exchange must be approved by the concerned Department Head.
- c) Subject to the approval of the Department Head earned days off may be banked to a maximum of five (5) in any calendar year and a maximum of five (5) banked days may be carried over in to the succeeding year. All requests and responses between employee and the Department Head must be in writing.
- d) Should a paid holiday fall on an employee's earned day off or in the case of an emergency where an employee is requested by the City to work on his designated day off, an alternative day shall be taken as mutually agreed by the employee and the Head of the Department.

### 13.03 Scheduling of Non-Permanent Employees

Employees required to work twelve (12) hours or more per week will be provided a work schedule on a minimum of a two (2) week basis corresponding to their biweekly pay period. The work schedule will be posted at each work site one (1) week prior to the effective date of the schedule.

An employee must be available for a minimum of twelve (12) hours per week at least three (3) hours of which will be available from Monday to Friday to be eligible for scheduled hours of work.

A minimum of fourteen (14) days before the end of a schedule, each scheduled employee shall submit a written request to the Employer or designate stating the days available for work and desired number of hours for the next schedule.

Switching of work hours within the current schedule, however, is permissible, subject to approval of Manager.

The distribution of hours will be determined on the basis of:

- seniority;
- qualifications;
- availability; and
- program requirements.

### 13.04 Use of Seniority Lists for the Assignment of Additional (Non-scheduled) Hours for Non-Permanent Employees

Hours not filled in accordance with Article **13.03** shall be filled as follows:

- a) Separate call lists will be utilized in each of the following areas: administration; aquatics; concessions, playgrounds and recreation.
- b) In each area, an up to date list of qualified employees available within each classification will be provided.
- c) In accordance with Article 10.02 "Seniority List", employees' names will be listed on the call list, beginning with the most senior, in descending order of seniority. Beside each employee's name will be their position, phone number, and days of the week not available for work.
- d) The Employer or designate shall attempt to contact an employee once and shall record such calls.
- e) When additional hours need to be offered, wherever possible an employee shall be given forty-eight (48) hours advance notice.
- f) Employees may be on more than one (1) call list. Employees on more than one (1) call list shall be required to inform the Employer or designate of any potential overtime situations and/or scheduling conflicts.

### 13.05 Replacement and Supplement of Scheduled Hours for Non-Permanent Employees

The Employer or designate will replace an employee who is unable to work and will allocate hours which become available, to scheduled staff. The replacement or additional employee must be qualified for the work. The distribution of hours of work will be determined on the basis of:

- a) seniority;
- b) qualifications;
- c) availability; and
- d) program requirements.

Switching of work hours within the current schedule, however, is permissible. The appropriate request for leave of absence form must be completed and provided to the Employer or designate **three (3) calendar** days prior to the requested leave. In case of emergency situations, the leave may be approved by telephoning the Employer or designate, following up with the completed leave of absence form.

### 13.06 Minimum Payment

- a) Non-Permanent employees shall be paid for a minimum of three (3) hours on any day in which they work.
- b) The Employer reserves the right to cancel a non-permanent employee's scheduled shift(s). If such shift(s) are cancelled without six (6) hours notice, the employee shall be paid for a minimum of three (3) hours. The employee will be required to work the minimum three (3) hours they are being paid for.

### 13.07 Job Sharing

Upon approval by the Department Head and the Union of a job share, an individual agreement may be established for each request as required in accordance with Appendix "A".

### **ARTICLE 14 - OVERTIME**

### 14.01 Overtime Defined

All time worked beyond the normal working day as set out in Article 13 of this Agreement shall be deemed to be overtime. Overtime shall be paid at the rate of double time. Overtime work shall be on a voluntary basis for all employees excepting cases of an emergency. An employee will not be required to work overtime in emergency situations if he has a valid and reasonable reason.

### 14.02 Offers of Overtime

If overtime is required as an extension to the employee's scheduled hours as identified in Article 13.01, that employee will be given first opportunity to the overtime. If that employee does not accept the overtime, it shall be offered to the next senior qualified employee within the work unit. In all cases, where overtime is required and whenever possible, the overtime shall be offered to the most senior qualified employee within the work unit. If the offer is not accepted from within the work unit, then the most senior, qualified employee from outside the work unit shall be offered the overtime.

### 14.03 Compensation For Work On A Paid Holiday

- a) During a week in which a paid holiday falls, employees working seven and three-quarters (7 <sup>3</sup>/<sub>4</sub>) hours per day are entitled to overtime after thirty-one (31) hours and twenty-three and one-quarter (23 <sup>1</sup>/<sub>4</sub>) hours during a week in which two (2) paid holidays fall. These hours do not include any hours worked on the public holiday.
- b) During a week in which a paid holiday falls, employees working eight (8), ten (10) and twelve (12) hours per day are entitled to overtime after thirty-two (32) hours and twenty-four (24) hours during a week in which two (2) paid holidays fall. These hours do not include any hours worked on the public holiday.

### 14.04 Time Off In Lieu Of Pay

Instead of cash payment for overtime, an employee may request time off at the appropriate overtime rate to a maximum of four (4) days, provided such time off can be arranged to the satisfaction of the Department Head and the employee.

### 14.05 Minimum Callback

An employee who is called out to work outside his regular working hours shall be paid a minimum of four (4) hours at straight time but shall nevertheless be paid at overtime rates for all hours in excess of two (2) hours during each callback.

### 14.06 Phone Calls After Hours

After an employee has left their place of work and receives a phone call from management or designate, and is required to provide off-site assistance which does not involve a return to their place of work, shall be paid for each hour or portion thereof or for a minimum of one-half (1/2) hour at regular rates of pay. Notwithstanding the above, an employee called more than once in the one-half (1/2) hour period shall not receive any further pay until the one-half hour period has elapsed.

### 14.07 Supply of Meals

An employee required to work more than one and one-half (1 1/2) hours overtime after the end of his regular work day shall be provided with a meal by the city, or payment in lieu of that meal as per City policy.

#### ARTICLE 15 - PAID HOLIDAYS

#### 15.01 The Employer recognizes the following as paid holidays:

New Year's Day	Sask. Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

and any other day proclaimed as a holiday by the Federal, Provincial or Municipal Government applicable in Saskatchewan.

#### 15.02 Holidays Falling On Saturday Or Sunday

When any of the above noted holidays falls on a Saturday or Sunday and are not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement. Where the Monday is already deemed to be a holiday, the Employer will determine what other day will be deemed to be a holiday based on operational requirements of the City as a whole and will inform the Union prior to January 1<sup>st</sup> of that year.

#### 15.03 Paid Holidays for Non-Permanent Employees

- a) Paid Holidays shall be paid at the rate of 4.6% of the employees' earnings each pay period.
- Article 15.02 of this Agreement will not apply to Recreation employees.
  Paid Holidays shall be observed as they fall on the calendar for Recreation employees.

#### ARTICLE 16 - VACATION

#### 16.01 Length Of Vacation

An employee shall receive an annual vacation with pay in accordance with his years of employment as follows:

After the completion of one year's employment	Three (3) Weeks
In the calendar year of the 8th Anniversary and each year thereafter	Four (4) Weeks
In the calendar year of the 15th Anniversary and each year thereafter	Five (5) Weeks
In the calendar year of the 25th Anniversary and each year thereafter	Six (6) Weeks

With the implementation of the 5-5-4 work week, three (3) week's vacation represents fourteen (14) working days; four (4) week's vacation represents nineteen (19) working days; and five (5) week's vacation represents twenty-four (24) working days and six (6) week's vacation represents twenty-eight (28) working days.

### 16.02 Compensation For Holidays Falling Within Vacation Schedule

If a paid holiday falls or is observed during an employee's vacation period, he shall be allowed an additional vacation day with pay at a time designated by the employee upon approval of the Department Head.

### 16.03 Calculation Of Vacation Pay Rates

For Permanent employees only, the vacation pay rates shall be determined as follows:

The employee's total earned income as reported on the year end pay stub for the preceding year shall be divided by 26 to establish the vacation pay rate for a two (2) week pay period. The employees shall be paid their current salary or the vacation pay rate whichever is the higher while using vacation days.

### 16.04 Preference In Vacation

Seniority shall be the governing factor for preferences in vacation.

### 16.05 Vacation Schedules

Every year, no later than April 15<sup>th</sup>, employees will be required to provide their managers with a list of requested vacation for that current year. Vacation schedules shall be posted no later than May 15<sup>th</sup> of year and shall not be changed unless mutually agreed upon by the employee and the Employer. A maximum of five (5) unused vacation credits may be carried over into the following calendar year and must be used by May 30<sup>th</sup> of that year. Subject to the approval of the City Manager, the unused portion may be taken after that date.

For the period of January 1<sup>st</sup> to April 15<sup>th</sup>, vacation requests will be received until January 1<sup>st</sup> and will be allocated based on seniority. After January 1<sup>st</sup>, requests will be considered for approval as they are received.

If an employee has received approval for a vacation request and subsequently moves to a new work area, the Employer shall attempt to accommodate the request, but will retain the right to cancel the vacation approval to meet the operational requirements of the new work area.

### 16.06 Unbroken Vacation Period

An employee shall be entitled to receive his vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer.

### 16.07 Use Of Sick Leave During Vacation

Where an employee qualifies for Sick Leave as stated in Article 17 and provided that the employee has been sick for a minimum of four (4) days during the Leave, that employee shall be allowed the working days during which he was sick to be charged to his Sick Leave credits. The employee must produce a certificate from a Medical Practitioner for the illness certifying that he was unable to carry out his duties during the vacation period. Such certificate must be produced on the first day of his return to work.

### 16.08 Vacation Pay for Non-Permanent Employees

Vacation Pay shall be paid at the rate of 3/52 for employees entitled to three (3) weeks vacation, 4/52 for employees entitled to four (4) weeks vacation, 5/52 for employees entitled to five (5) weeks vacation and 6/52 for employees entitled to six (6) weeks vacation, as per Article 16.01 provided there has not been a break in service as identified in **Article 10.05**. Vacation Pay shall be included on each pay cheque.

### **ARTICLE 17 - SICK LEAVE**

### 17.01 Sick Leave Defined

Sick Leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, exposed to contagious disease, or under the examination or treatment of a physician, chiropractor, dentist or optometrist, or because of an accident for which compensation is not payable under <u>The</u> <u>Worker's Compensation Act</u> or the <u>Automobile Accident Insurance Act</u>.

### 17.02 Annual Paid Sick Leave

Fifteen (15) days Sick Leave per year shall be earned by an employee at the rate of one and one-quarter (1 1/4) days for every month an employee is employed.

### 17.03 Accumulation Of Sick Leave

Permanent Employees unused Sick Leave shall be credited to the employee's account and be accumulative. When Sick Leave is required, it shall be drawn from the total accumulation.

### 17.04 Illness In The Family

Where no one other than the employee can provide for the needs during the illness of an immediate member of his family, the employee may use a maximum of five (5) accumulated sick leave days per calendar year, upon the approval of the Department Head, for the purpose of caring for the immediate member of the family. Immediate family will be defined for the purpose of this Article as:

- spouse or common-law partner,
- father or mother, or their common-law partner,
- children, or children of the employee's spouse or common-law partner,
- grandchildren,
- brothers and sisters,
- grandparents,
- the father or mother of your spouse or common-law partner, as well as their spouses or common-law partners,
- relatives who live with the employee permanently or with whom the employee permanently resides.

The employee will only be eligible for this benefit if their personal sick leave balance is two (2) days or more at the time this provision is accessed. Two (2) of the five (5) Sick Leave days will be charged to the employee's current year Sick Leave and the remaining days will be charged against the contribution they have made to the Sick Bank. Should their Sick Bank contributions be insufficient, the Sick Leave will be charged against the City's Sick Bank contributions.

### 17.05 Deductions From Sick Leave

Deductions shall be made from the accumulated Sick Leave credits for all time recorded as Sick Leave.

### 17.06 Proof Of Illness

An employee may be required to produce a Certificate from a medical practitioner for any illness certifying that he was unable to carry out his duties due to illness providing such request for a Medical Certificate occurs while the employee is ill. If the Employer requests the Medical Certificate, the Employer shall pay the cost of the Medical Certificate.

### 17.07 Sick Leave During Leave Of Absence And Layoff

When an employee is laid off, they shall not receive sick leave credit for the period of such absence but shall retain their cumulative credit, if any, existing at the time of such layoff.

### 17.08 Sick Leave Records

The Employer shall supply each employee with a record of their sick leave credits. The Secretary of the Union shall also be supplied with a list of sick credits for all employees together with a list of all sick bank contributions. Such list shall be supplied to the Union and employees by March 31<sup>st</sup> of each year.

### 17.09 Sick Leave - Non-Permanent Employees

- a) Recreation employees who have worked in excess of six hundred (600) hours from the time the employee entered the service of the City, shall be eligible for Sick Leave on a pro-rata basis.
- b) Part-time and Temporary employees shall be eligible for Sick Leave at the rate of one and one quarter (1¼) days per month upon completion of six hundred (600) hours continuous service. Sick credits shall accumulate upon appointment to Permanent staff provided the employee has unbroken service with the City subject to the provisions of Article 10.05 of this Agreement.

### 17.10 Sick Leave Bank

A Sick Leave Bank shall be administered by a four member Committee comprised of two members representing the Union and two members representing the City. The duties of the Committee would be to compute, deduct, record and balance Sick Bank contributions, and to consider applications for use of, and contributions to the Sick Bank. The Committee's consideration of applications is limited to ensuring that the proper medical documentation is provided. The Bank will operate on the following basis:

- a) Each eligible employee shall contribute a maximum of one (1) sick day of the employees' fifteen days per calendar year (prorated for eligible nonpermanent employees based on their annual entitlement) and the City shall match the employees' contribution. The contribution will be made by the end of the first quarter of each calendar year.
- b) All employees **who** have completed their probation **period** will be eligible to contribute to the Bank and shall be entitled to utilize the Bank.
- c) All unused Sick Leave accumulated in excess of one hundred and ninety four (194) days for permanent employees, or 1500 hours for nonpermanent employees, shall be deposited to the Sick Bank upon termination of employment by the employee.
- d) Employees applying to the Sick Bank shall make a written application. The application will include a physician's medical note (doctor's slip) along with a completed Modified Work Form. Based on the information in the modified work form, the Committee will explore options for modified duties. If further information or clarification on the modified work form is required, a Union member of the Sick Bank Committee or member of the Union Executive will be present. The duration of each modified work assignment will be determined on a case by case basis and should not extend beyond three months unless of extenuating circumstances. Employees performing modified work will be paid at the rate of pay they were earning at the time the employee began drawing credits from the Sick Bank. Such employees shall not displace another permanent employee. Employees who are on a return to work plan that includes modified hours are not eligible to work overtime.
- e) Employees shall use all accumulated Sick Leave credits, and Vacation Leave credits in excess of five (5) days before drawing credits from the Sick Bank. When an employee is drawing Sick Leave credits from the Sick Bank on a full time basis, that employee shall not be entitled to accumulate regular Sick Leave or Vacation Credits. Employees working on a temporary modified return to work assignment basis shall be entitled to accumulate regular Sick Leave and Vacation Credits on a prorated basis.
- f) The first three (3) days of Sick Bank will be without pay unless the employee requests vacation or banked time to cover these days (this may include vacation, banked time off in lieu of pay or earned days off).

Employees who are unable to work due to injury or illness are eligible to apply to the Sick Bank. Employees are eligible to receive 100% of their current rate of pay (excludes overtime and other premiums) for a maximum of twelve (12) months.

g) <u>Recurrent Disability</u>

If an employee recovers after receiving Sick Bank benefits and returns to work, but the same disability recurs, it will be considered a continuation of the previous disability if the period between disabilities is less than six months.

- h) <u>Reduction of Benefit</u> The amount of the Sick Bank benefit shall be reduced by any benefits received from the Canada Pension Disability Plan.
- i) Subject to Item (e), while receiving Sick Bank benefits, an employee shall retain their full employment status and accumulate all benefits under this collective agreement.
- j) If a permanent employee remains unable to work due to injury or illness beyond twelve (12) months, they can apply for Long Term Disability (LTD) benefits. Details of the LTD plan include:
  - (i) Employees pay 100% of the monthly LTD premium. Therefore any benefit that is received is considered non-taxable.
  - (ii) The monthly benefit amount is 80% of their current rate of pay (excludes overtime, and other premiums) of the first \$3,000 of monthly earnings and then 45% of earnings in excess of \$3,000 per month.
  - (iii) Employees are eligible to receive LTD benefits until age 65 or no longer disabled.
  - (iv) The definition of disability is based on 'own occupation' for the first 24 months of LTD and thereafter 'any occupation'.
  - (v) The insurance provider is the adjudicator of the LTD plan.

### **ARTICLE 18 - LEAVE OF ABSENCE**

### 18.01 Leave Of Absence With Pay

Employees granted Leave under this Article will not be subject to salary reductions or loss of seniority and benefits during the Leave.

### a) Bereavement Leave

i) An employee may, upon approval of the Department Head, be granted up to five (5) regularly scheduled work days Leave in the case of death of a parent, wife, husband, common-law spouse, brother, sister, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, grandchild, former guardian, fiancée or any person with whom the employee has experienced a very close relationship ordinarily ascribed to that of immediate family or any other relative for whom an emplovee is required to administer bereavement responsibilities. Where burial occurs outside the province and the employee travels to attend, such leave may be extended by the Department Head to include reasonable travelling time with the total leave not to exceed seven (7) days. Nonpermanent employees shall be allowed the same benefit on a pro-rated basis upon completion of the probationary period. Each instance of Bereavement Leave may be used in one or two blocks of time. If used in two blocks, the second block shall be used within twelve (12) months.

# ii) The Employer may, upon written request, grant additional bereavement leave without pay.

### b) Time Off For Voting

Employees shall be granted leave of absence with pay in accordance with applicable legislation for voting in federal and provincial elections. When necessary, the Employer will grant such time as may be required by employees to ensure that they have a minimum of three consecutive hours during the hours the polls are open to exercise their right to vote during a municipal election. It is clearly understood that the three (3) consecutive hours includes any off-duty time.

### 18.02 Leave Of Absence Without Pay

Employees granted Leave under this Article will not receive pay during the Leave. While on Leave of Absence without pay, employees must make arrangements through the Financial Services Department to pay their group insurance premiums.

### a) Leave of Absence For Union Functions

Upon request to the Employer, an employee elected or appointed to represent the Union at a Union function of the Canadian Union of Public Employees National. Canadian Union of Public Employees Saskatchewan Division. Canadian Union of Public Employees Saskatchewan Municipal Workers' Steering Committee, Canadian Labour Congress, Saskatchewan Federation of Labour, Prince Albert and District Labour Council, Municipal Employees' Pension Plan, Prince Albert Civic Employees and any other organization the Union is affiliated to shall be allowed a minimum of five (5) working days providing notice is first given to the Employer. Leave of Absence, not exceeding five (5) working days at one time, shall be granted upon request to the Employee who requires such Leave for official union business, provided that the work of the department in which he is employed can continue. While on such Leave, an employee shall continue to earn and accumulate seniority and benefits.

- b) Leave of Absence For Full Time Union Or Public Duties
  - i) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow Leave of Absence, without pay and without loss of benefits but with no accumulation of benefits, so that the employee may be a candidate in a Federal or Provincial election.
  - ii) An employee who is elected to public office requiring time off shall be allowed Leave of Absence without pay and without loss of seniority during his term of office.
  - iii) An employee who is elected or selected for a full time position with the Union or anybody to which the Union is affiliated, may be granted by the Employer, Leave of Absence without loss of seniority for a period of up to one (1) year. Such Leave may be renewed for further periods of time upon request by the employee and approval of the Employer. Such employee shall receive his pay and benefits as provided for in this Agreement providing the Union reimburses the Employer for all pay and benefits, including the Employer's share of any benefits during the period of absence.

### c) General Leave

An employee may be granted Leave of Absence without pay when the requested Leave is for good and sufficient cause. Such request shall be in writing and approved by the City Manager. While on such Leave, an employee shall not lose accumulated seniority and benefits but shall not earn seniority and benefits during such a Leave. During a Leave of thirty (30) calendar days or less, seniority and benefits shall continue to be earned and accumulated.

### d) Maternity / Adoption / Parental Leave

1. Maternity/Adoption Leave

### (i) <u>Service Requirements</u>

An employee shall qualify for Maternity/Adoption Leave after completion of twenty (20) weeks of employment within the fifty-two (52) weeks prior to the leave commencing. The City shall not deny the pregnant employee the right to continue employment during the period of pregnancy, providing she is capable of undertaking her regular duties.

(ii) Length Of Leave

Such Leave shall cover a period of up to **eighteen (18) weeks** before or after the birth of a child or following notification of the adoption of a child, and submission of a written application for Maternity or Adoption Leave without pay, at least four (4) weeks before the day specified by her as the intended date of commencement.

(iii) Seniority Status

While on Maternity/Adoption Leave, an employee shall retain full employment status and accumulate all benefits of seniority under this Collective Agreement. (iv) <u>Return To Work</u>

When an employee decides to return to work after Maternity or Adoption Leave, the employee shall provide the Employer with at least two (2) weeks notice. Upon return from such Leave, the employee shall be placed in their former position, or if the former position no longer exists, they shall be placed in an equivalent position.

- 2. Parental Leave
  - (i) Service Requirements

An employee shall qualify for Parental Leave after completion of twenty (20) weeks of employment within the fifty-two (52) weeks prior to the leave commencing and submission of a written application for Parental Leave without pay at least four (4) weeks before the day specified by the employee as the intended date of commencement.

(ii) Length Of Leave

Employees who are eligible for Maternity or Adoption Leave are entitled to an unpaid leave of absence not exceeding thirty-four (34) weeks and employees who are not eligible for Maternity or Adoption Leave are entitled to an unpaid leave of absence not exceeding thirty-seven (37) weeks.

Parental Leave must be taken between the period twelve (12) weeks before the estimated date of birth or the estimated date on which an adopted child will come in to the employee's care and fifty-two (52) weeks after the actual date the child was born or the adopted child came into the employee's care. If the employee fails to submit a proper application, as specified, Parental Leave must commence on a day within three (3) weeks after the date of birth or the day the adopted child came into the employee's care.

(iii) Seniority Status

While on Parental Leave, an employee shall retain full employment status and accumulate all benefits of seniority under this Collective Agreement.

(iv) Return To Work

When an employee decides to return to work after Parental Leave, the employee shall provide the Employer with at least two (2) weeks notice. Upon return from such Leave, the employee shall be placed in their former position, or if the former position no longer exists, they shall be placed in an equivalent position.

3. Paternity Leave

Upon request, a father shall be granted leave, with pay, for a period of up to three (3) days of work for Paternity Leave.

Paternity Leave may be used as follows:

- a) To attend at the birth of his child;
- b) To be present when the mother and child return from the hospital;
- c) To be present at the hospital on the day following delivery if it falls on a work day; or
- d) A combination of a) and b) or c) totaling three days.

Notwithstanding the above, the Employer may grant additional leave should circumstances warrant.

### 18.03 Paid Jury Or Court Witness Duty Leave

The Employer shall grant Leave of Absence without loss of seniority or benefits to an employee who **attends jury selection**, serves as a juror or a subpoenaed witness in any Court. The Employer shall pay such an employee the difference between his normal earnings and the payment he receives for jury service or Court Witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a Court Witness in any matter arising out of his employment shall be considered as time worked at the appropriate rate of pay.

### ARTICLE 19 - PAYMENT OF WAGES AND ALLOWANCES

### 19.01 Pay Days

The Employer shall pay salaries and wages every two (2) weeks in accordance with Schedule "A", "B" or "C" attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of his wages, overtime and other supplementary pay and deductions.

### 19.02 Pay On Transfer, Lower Rated Job

When an employee is assigned a temporary position paying a lower rate, his rate shall not be reduced.

### 19.03 Pay Adjustment - Job Changes

#### a) Promotion

When an employee moves from one job classification to another with a higher maximum salary range, it shall be considered a promotion. If the employee's rate of pay before promotion is below the minimum step of the new classification, the employee shall receive the first step of the new classification. If the employee's rate falls **on or** between the steps for the new classification, the employee shall be paid at the next higher step. If an employee's promotion results in more than a 5% adjustment in pay, the employee's increment date shall change to the effective date of the promotion.

### b) Lateral Transfer

When an employee moves from one position to another position with the same pay range, an employee shall maintain their rate of pay and increment date.

### c) Demotion

When an employee successfully applies for a position with a salary range which is lower than their previous position, it shall be considered a demotion and an employee shall be paid at the rate of pay in the new lower salary range which corresponds with their total years of service with the City and retain their increment date.

### d) Recognition of Previous Experience – Municipal Government

Employees commencing employment who have previous municipal government experience acceptable to the Employer shall be placed on the salary range in accordance with the following:

- (i) less than one (1) year of experience in the three (3) years immediately preceding the date of employment shall be placed at the Start rate of pay;
- (ii) one (1) year of experience in the three (3) years immediately preceding the date of employment shall be placed at 1 Year rate of pay;
- (iii) two (2) years of experience in the five (5) years immediately preceding the date of employment shall be placed at 2 Years rate of pay;
- (iv) three (3) years of experience in the seven (7) years immediately preceding the date of employment shall be placed at 3 Years rate of pay;
- (v) four (4) years of experience in the nine (9) years immediately preceding the date of employment shall be placed at 4 Years rate of pay;
- e) **Recognition of Previous Experience Non-Municipal Government** Employees commencing employment who have previous non-municipal government experience acceptable to the Employer shall be placed on the salary range in accordance with the following:
  - (i) less than one (1) year of experience in the three (3) years immediately preceding the date of employment shall be placed at the Start rate of pay;
  - (ii) one (1) year of experience in the three (3) years immediately preceding the date of employment shall be placed at 1 Year rate of pay;
  - (iii) Where an employee has more than one (1) year of related work experience in the last three, the Employer retains the right to place the employee at a step that exceeds the 1 Year rate.

### 19.04 Additional Duty Pay

a) When an employee is required to perform duties or assume full responsibilities for those of another classification in addition to their own for a period in excess of three (3) consecutive days, provided such responsibilities have been authorized by the Department Head, the employee shall receive pay at the initial rate of pay of the classification he is fulfilling for each and every work day he performs the duties, but in any event he shall not receive less than an additional 15% of his present rate of pay.

- b) When two (2) employees are required to share duties or share full responsibilities for those of another classification in addition to their own for a period in excess of three (3) consecutive days, but not more than twenty-five (25) consecutive working days provided such responsibilities have been authorized by the Department Head, the employee shall receive an additional 10% over and above their regular pay.
- c) When circumstances require two (2) employees to share duties or one (1) employee is required to share full responsibilities for those of another classification or position, in addition to their own, for a period in excess of twenty-five (25) consecutive working days, the employee(s) shall receive pay at the initial rate of pay of the classification they are sharing for each and every work day they perform the duties, but in any event they shall not receive less than an additional 20% of their present rate of pay. This additional pay shall be retroactive to the first day in which the employee(s) share the additional duties.
- d) Where the higher position is outside the bargaining unit, the employee shall be paid at the higher of the first step of the pay range for the position filled or 15% more than their regular rate of pay, to the maximum of the range being filled. The employee shall be deemed to be covered by the Collective Agreement during the period of temporary assignment.

### 19.05 Mileage

All employees who are required to use their private vehicles on City business shall be paid mileage in accordance with the City Policy.

### 19.06 Required Apparel

a) The Employer shall provide working aprons for all workers in concessions. The aprons shall be left at the facility and cleaned by the Employer.

The Employer shall provide two (2) shirts per year for all workers in the Concessions.

- b) Aquatics staff with a minimum seniority of six hundred (600) hours working on a full time or part-time basis (excludes call guards) shall be reimbursed by the Employer for up to ninety dollars (\$90.00) twice per year (one swimsuit in the summer and one swimsuit in winter) upon presentation of receipt of payment.
- c) The City shall pay the cost of CSA approved safety footwear to a maximum contribution of \$200.00 per pair for all employees who work a minimum of seven (7) months in a calendar year and to a maximum of \$100.00 per pair for employees who work less than seven (7) months in a calendar year. Safety footwear will be replaced on an exchange cost shared basis. Receipts will be required for reimbursement.
- d) The Employer shall supply CSA approved steel-toed rubber boots to all Employees as required

#### 19.07 Re-certification Costs

Once an employee who is working on a full time or non-permanent basis (excludes call list) has reached six hundred (600) hours of employment, the City will pay, upon successful completion, the cost of re-certification for courses required for their current classification.

### 19.08 Standby – Information Technology Classifications

Standby shall mean a period during which an employee is not at work and is assigned to be on call and be available to return to work within 15 minutes.

The period of standby for emergencies will be continuous for employees in these classifications that are placed on standby from the time they are notified by an out of scope manager of their start time and until they are notified by an out of scope manager of their end time, unless broken by regular hours of work.

Employees who are specifically designated to be on standby will receive fifty (\$50.00) for each day or portion thereof. Should an employee be called back to work and fail to report, the standby pay will not be paid.

Standby pay is paid for availability. An employee on standby who is called back and reports to work will be paid in accordance with Article **14.05**.

During the standby period, an employee must abstain from consuming alcohol, drugs and other substances which may impair their ability to perform work safely. An employee who is on standby and who has consumed any of the above mentioned substances must disclose their status and advise their manager of their unavailability to work.

### **ARTICLE 20 - EMPLOYEE BENEFITS**

### 20.01 Representation on Municipal Employees' Pension Plan Advisory Committee

The Union shall have representation on the Municipal Employees' Pension Plan Advisory Committee of the Prince Albert City Pension Plan provided for employees of the City of Prince Albert and such Committee shall meet a minimum of once each year and that in the month of October.

### 20.02 Municipal Employees' Pension Plan

It shall be a condition of employment that all employees shall join The Municipal Employees' Pension Plan in accordance with <u>The Municipal Employees' Pension</u> <u>Plan Act</u> and Regulations.

### 20.03 Group Benefits

Upon appointment to the permanent staff of the City, it is a condition of employment that every employee shall be required to apply for Group Benefits and authorize the monthly deductions from the employee's salary of the required premiums. The Insurance Company is responsible for the adjudication of claims submitted to the Group Insurance Program.

### a) Life Insurance

Employee Basic Life Insurance	\$50,000
Dependent Basic Life Insurance – Spouse	\$10,000
Dependent Basic Life Insurance – Child	\$5,000

Premiums – one-half (1/2) Employee; the remainder to be paid by the City.

### b) Accidental Death & Dismemberment

An amount equal to your Basic Life Insurance

Premiums – one-half (1/2) Employee; the remainder to be paid by the City.

### c) Health Care

Premiums – one-half (1/2) Employee; the remainder to be paid by the City.

### d) Dental Care

Permanent employees shall be eligible for benefits under the City employees' dental plan. The Employer and/or insurer shall be responsible for the cost of such benefits subject to general guidelines as follows:

- i) Basic dental expenses shall be reimbursed at the rate of 100% of eligible costs.
- ii) Restorative dental expenses shall be reimbursed at the rate of 60% of eligible costs.
- iii) Orthodontic dental expenses shall be reimbursed at the rate of 60% of eligible costs, subject to a \$2,000 lifetime limit per family member.

Any Dental costs in excess of rates stated in the College of Dental Surgeons of Saskatchewan suggested fee guide shall be the responsibility of the employee.

### e) Employee Family Assistance Program

The Employer agrees to implement an Employee Family Assistance Program for permanent employees. The total annual premium shall not exceed one hundred and twenty dollars (\$120.00) per covered employee and shall be cost shared on a fifty-fifty (50/50) basis. A joint Union/Management committee made up of equal representation from both parties shall meet to choose/develop and implement the program.

### f) Group Benefits – Non-Permanent Employees

Non-permanent employees shall qualify for group benefits in accordance with <u>The Saskatchewan Employment Act</u> and Regulations thereto unless provided otherwise elsewhere in this agreement.

### 20.04 Workers' Compensation Pay Supplement

When a permanent employee is injured or incapacitated by sickness throughout the performance of his duties, the Employer shall pay the difference between the Workers' Compensation Board payments and the employee's salary until a permanent disposition of the case is made by the Workers' Compensation Board. Non-permanent employees shall only receive this benefit after the Workers' Compensation Board has approved the claim. Provisions of this Article shall apply for a period not in excess of eighteen (18) months.

For periods of time during which benefits are being paid under the provisions of <u>The Workers' Compensation Act</u>, an employee shall be entitled to earn benefits under this Agreement as follows: all benefits for periods less than sixty (60) calendar days, however Sick Leave and Vacation Leave shall not be earned during periods in excess of sixty (60) calendar days.

#### 20.05 Study Courses

- a) Any member of this Union desiring to improve his knowledge of his work by a Home Study Course, may apply to the City Manager stating the name of the course, its cost and the time during which the work will be done. If the Manager approves of the course, the Employer will advance the cost of such course. If an employee fails to complete the course within the length of his employment or leaves the service of the Employer before the course is completed, any advance made for the course within the preceding twelve (12) month period shall be payable by the employee to the Employer. Anyone leaving the employment of the Employer within twelve (12) months of the cost of, shall reimburse the Employer any money paid by them within a twelve (12) month period preceding the date of termination.
- b) All employees are eligible to submit individual requests for training and development courses. If such applications are approved by the City, the costs of tuition and books will be reimbursed upon proof of successful completion of the course. If the course goes beyond the regular work schedule of the employee, or if the training occurs outside of Prince Albert that requires travel outside of the employee's regular work hours, the equivalent time off will be granted. The costs of meals and accommodation for all City approved courses outside of Prince Albert shall be reimbursed as per City policy and the costs for travel shall be as per Article 19.05.
- c) Where an employee is required to take a specific course and/or attend a conference as a requirement of their job, the employee will be reimbursed the cost of the course and/or conference, the costs of meals and accommodation as per City policy, the costs for mileage as per Article 19.05 of this Agreement and any books or other required materials. If the course and/or conference goes beyond the regular work schedule of the employee, or if it occurs outside of Prince Albert that requires travel outside of the employee's regular work hours, the employee will be paid as per Article 14.

#### 20.06 Safety Measures

The Employer shall observe all reasonable precautions and provide all safety devices which may be reasonably required for the protection of employees in the performance of their duties. All employees will cooperate with the Employer in the prevention of accidents and as occasion requires, will make representations to the Head of the Department and the Occupational Health and Safety Committee as to suggested precautions. The City and employees agree to

adhere to <u>The Occupational Health and Safety Act</u> and the Regulations made thereunder.

#### 20.07 New Equipment Or Work Techniques

When new equipment or work techniques are introduced by the Employer, the Employer will provide the employees who are affected with the training and orientation required as determined by the Employer in consultation with those employees.

#### **ARTICLE 21 – GENERAL CONDITIONS**

#### 21.01 Continuation Of Acquired Rights

All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the parties as set out in this Agreement shall remain in existence and either party, upon notice to the other, may reopen the pertinent parts of the Agreement for negotiation.

#### 21.02 Classification

When the Employer desires to include a classification or job description not presently included in this Agreement, such classification shall be prepared by Management, reviewed with the Union and the rate or rates therefore shall be negotiated before a vacancy is posted for such a position.

#### 21.03 Job Descriptions

Classifications or job descriptions for all positions for which the Union is the bargaining unit shall be prepared by the Employer and reviewed with the Union and any changes made to a current job description(s) that add additional duties or tasks or that change the qualifications, shall be reviewed with the Union. How these changes affect the rates of pay shall be negotiated before a vacancy is posted for such a position. Copies of the classifications or job descriptions shall be made available to the Union.

#### **ARTICLE 22 - TERM OF AGREEMENT**

#### 22.01 Duration

This Agreement shall be binding and remain in effect from January 1, **2014** to December 31, **2016** and shall continue from year to year thereafter unless either party gives to the other party notice in writing between the period of thirty (30) days and sixty (60) days prior to the termination of their desire to negotiate revisions to the Agreement or to terminate the Agreement. All conditions of this Agreement, except a general salary increase, are negotiable during the term of this Agreement.

#### 22.02 Attached Schedules

All the attached schedules and appendices to this Agreement shall form part of this Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THESE PRESENTS TO BE EXECUTED THE DAY AND DATE FIRST ABOVE WRITTEN IN THE PRESENCE OF:

ON BEHALF OF THE CORPORATION OF THE CITY OF PRINCE ALBERT ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL #882

GREG DIONNE MAYOR

TAMMY

PRESIDENT

SHERRY PERSON CITY CLERK

KAREN UNDERHILL SECRETARY

DATED: April 27, 2015

# SCHEDULE "A" Rates of Pay - Permanent

### Effective January 1, 2014

Salary Increase 2.50%							
CLASSIFICATION	STEP 1 (Start)	STEP 2 (1 Year)	STEP 3 (2 Years)	STEP 4 (3 Years)	STEP 5 (4 Years)		
	0570	0757	2040		40.44		
Accounting Clerk	3578	3757	3942	4141	4344		
Assessment Appraiser I	3714	3897	4091	4298	4595		
Assessment Appraiser II	5069	5323	5587				
Assistant Concession Manager	2804	2943	3090	3243	3406		
Asst. Rec. Programmer - Aquatics	3223	3384	3554	3731	3920		
Building Inspector I	4595	4827	5069	5323	5587		
Chief Clerk	4813	5052	5306	5570	5849		
Clerk Steno II	3071	3223	3384	3554	3731		
Concession Manager	3535	3714	3897	4091	4298		
Development Coordinator	4346	4565	4795	5031	5284		
Economic Development Coordinator	3566	3746	3932	4129	4336		
Engineering CAD Technician	4140	4349	4565	4793	5031		
PC Support Officer	4502	4725	4956	5211	5474		
Planner	4684	4919	5164	5420	5692		
Planning Technician	3712	3897	4092	4298	4511		
Property Coordinator II	4460	4685	4916	5164	5420		
Recreation Programmer	3566	3746	3932	4129	4336		
<b>Recreation Programmer - Aquatics</b>	3566	3746	3932	4129	4336		
Secretary	3367	3535	3712	3897	4093		
Senior CAD Technologist	4595	4827	5069	5323	5587		
Web Development Officer	4502	4725	4956	5211	5474		

# SCHEDULE "A" Rates of Pay - Permanent

### Effective January 1, 2015

Salary Increase 2.50%							
47	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5		
CLASSIFICATION	(Start)	(1 Year)	(2 Years)	(3 Years)	(4 Years)		
Accounting Clerk	3667	3851	4041	4245	4453		
Assessment Appraiser I	3807	3994	4193	4405	4710		
Assessment Appraiser II	5196	5456	5727				
Assistant Concession Manager	2874	3017	3167	3324	3491		
Asst. Rec. Programmer - Aquatics	3304	3469	3643	3824	4018		
Building Inspector I	4710	4948	5196	5456	5727		
Chief Clerk	4933	5178	5439	5709	5995		
Clerk Steno II	3148	3304	3469	3643	3824		
Concession Manager	3623	3807	3994	4193	4405		
Development Coordinator	4455	4679	4915	5157	5416		
Economic Development Coordinator	3655	3840	4030	4232	4444		
Engineering CAD Technician	4244	4458	4679	4913	5157		
PC Support Officer	4615	4843	5080	5341	5611		
Planner	4801	5042	5293	5556	5834		
Planning Technician	3805	3994	4194	4405	4624		
Property Coordinator II	4572	4802	5039	5293	5556		
Recreation Programmer	3655	3840	4030	4232	4444		
Recreation Programmer - Aquatics	3655	3840	4030	4232	4444		
Secretary	3451	3623	3805	3994	4195		
Senior CAD Technologist	4710	4948	5196	5456	5727		
Web Development Officer	4615	4843	5080	5341	5611		

# SCHEDULE "A" Rates of Pay - Permanent

### Effective January 1, 2016

Salary Increase	3.00%				
CLASSIFICATION	STEP 1 (Start)	STEP 2 (1 Year)	STEP 3 (2 Years)	STEP 4 (3 Years)	STEP 5 (4 Years)
Association Older	0777	70007	4400	4070	4507
Accounting Clerk	3777	3967	4162	4372	4587
Assessment Appraiser I	3921	4114	4319	4537	4851
Assessment Appraiser II	5352	5620	5899		
Assistant Concession Manager	2960	3108	3262	3424	3596
Asst. Rec. Programmer - Aquatics	3403	3573	3752	3939	4139
Building Inspector I	4851	5096	5352	5620	5899
Chief Clerk	5081	5333	5602	5880	6175
Clerk Steno II	3242	3403	3573	3752	3939
Concession Manager	3732	3921	4114	4319	4537
Development Coordinator	4589	4819	5062	5312	5578
Economic Development Coordinator	3765	3955	4151	4359	4577
Engineering CAD Technician	4371	4592	4819	5060	5312
PC Support Officer	4753	4988	5232	5501	5779
Planner	4945	5193	5452	5723	6009
Planning Technician	3919	4114	4320	4537	4763
Property Coordinator II	4709	4946	5190	5452	5723
Recreation Programmer	3765	3955	4151	4359	4577
<b>Recreation Programmer - Aquatics</b>	3765	3955	4151	4359	4577
Secretary	3555	3732	3919	4114	4321
Senior CAD Technologist	4851	5096	5352	5620	5899
Web Development Officer	4753	4988	5232	5501	5779

# SCHEDULE "B" Rates of Pay - Non-Permanent

### Effective January 1, 2014

Salary Increase	2.50%				
CLASSIFICATION	STEP 1 (Start)	STEP 2 (1 Year)	STEP 3 (2 Years)	STEP 4 (3 Years)	STEP 5 (4 Years)
Accounting Clerk	3281	3445	3616	3800	3988
Assessment Appraiser I	3407	3578	3755	3942	4217
Assessment Appraiser II	4648	4880	5124		
Assistant Concession Manager	2571	2701	2833	2977	3125
Asst. Rec. Programmer – Aquatics	2960	3106	3261	3422	3595
Building Inspector I	4217	4427	4648	4880	5124
Chief Clerk	4414	4634	4867	5110	5366
Clerk Steno II	2817	2960	3106	3261	3422
Concession Manager	3242	3407	3578	3755	3942
Development Coordinator	3988	4190	4397	4618	4848
Economic Development Coordinator	3272	3436	3606	3790	3977
Engineering CAD Technician	3799	3989	4189	4397	4618
PC Support Officer	4096	4300	4516	4743	4979
Planner	4298	4513	4737	4974	5225
Planning Technician	3406	3576	3753	3940	4138
Property Coordinator II	4059	4264	4474	4698	4933
Recreation Programmer	3272	3436	3606	3790	3977
<b>Recreation Programmer - Aquatics</b>	3272	3436	3606	3790	3977
Secretary	3088	3244	3407	3576	3755
Senior CAD Technologist	4217	4427	4648	4880	5124
Web Development Officer	4096	4300	4516	4743	4979

# SCHEDULE "B" Rates of Pay - Non-Permanent

### Effective January 1, 2015

Salary Increase	2.50%				
CLASSIFICATION	STEP 1 (Start)	STEP 2 (1 Year)	STEP 3 (2 Years)	STEP 4 (3 Years)	STEP 5 (4 Years)
Accounting Clerk	3363	3531	3706	3895	4088
Assessment Appraiser I	3492	3667	3849	4041	4322
Assessment Appraiser II	4764	5002	5252		
Assistant Concession Manager	2635	2769	2904	3051	3203
Asst. Rec. Programmer – Aquatics	3034	3184	3343	3508	3685
Building Inspector I	4322	4538	4764	5002	5252
Chief Clerk	4524	4750	4989	5238	5500
Clerk Steno II	2887	3034	3184	3343	3508
Concession Manager	3323	3492	3667	3849	4041
Development Coordinator	4088	4295	4507	4733	4969
Economic Development Coordinator	3354	3522	3696	3885	4076
Engineering CAD Technician	3894	4089	4294	4507	4733
PC Support Officer	4198	4408	4629	4862	5103
Planner	4405	4626	4855	5098	5356
Planning Technician	3491	3665	3847	4039	4241
Property Coordinator II	4160	4371	4586	4815	5056
Recreation Programmer	3354	3522	3696	3885	4076
<b>Recreation Programmer - Aquatics</b>	3354	3522	3696	3885	4076
Secretary	3165	3325	3492	3665	3849
Senior CAD Technologist	4322	4538	4764	5002	5252
Web Development Officer	4198	4408	4629	4862	5103

# SCHEDULE "B" Rates of Pay - Non-Permanent

### Effective January 1, 2016

Salary Increase 3.00%							
CLASSIFICATION	STEP 1 (Start)	STEP 2 (1 Year)	STEP 3 (2 Years)	STEP 4 (3 Years)	STEP 5 (4 Years)		
Accounting Clerk	3464	3637	3817	4012	4211		
Assessment Appraiser I	3597	3777	3964	4162	4452		
Assessment Appraiser II	4907	5152	5410				
Assistant Concession Manager	2714	2852	2991	3143	3299		
Asst. Rec. Programmer – Aquatics	3125	3280	3443	3613	3796		
Building Inspector I	4452	4674	4907	5152	5410		
Chief Clerk	4660	4893	5139	5395	5665		
Clerk Steno II	2974	3125	3280	3443	3613		
Concession Manager	3423	3597	3777	3964	4162		
Development Coordinator	4211	4424	4642	4875	5118		
Economic Development Coordinator	3455	3628	3807	4002	4198		
Engineering CAD Technician	4011	4212	4423	4642	4875		
PC Support Officer	4324	4540	4768	5008	5256		
Planner	4537	4765	5001	5251	5517		
Planning Technician	3596	3775	3962	4160	4368		
Property Coordinator II	4285	4502	4724	4959	5208		
Recreation Programmer	3455	3628	3807	4002	4198		
<b>Recreation Programmer - Aquatics</b>	3455	3628	3807	4002	4198		
Secretary	3260	3425	3597	3775	3964		
Senior CAD Technologist	4452	4674	4907	5152	5410		
Web Development Officer	4324	4540	4768	5008	5256		

## SCHEDULE "C" Rates of Pay - Recreation Effective January 1, 2014

Salary Increase 2.50% 1600 2400 **CLASSIFICATION** START HOURS HOURS Aquatics Manager 16.75 17.60 18.47 **Concession Worker I** 12.04 12.27 12.54 Concession Worker II 14.03 15.47 14.73 Janitor 15.51 16.29 Lifeguard I 14.78 15.51 Lifeguard II 15.51 16.28 Playground Coordinator 15.45 16.18 Playground Supervisor I 14.63 13.91 Playground Supervisor II 14.66 15.45 Program Supervisor 15.45 16.18 **Public Skating Cashier** 11.69 11.91 **Recreation Attendant** 13.91 14.63 **Recreation Cashier** 12.63 13.37

Wage increases are to commence at the beginning of the pay period that includes the effective date.

# SCHEDULE "C" Rates of Pay - Recreation

### Effective January 1, 2015

Salary Increase	2.50%		
CLASSIFICATION	START	1600 HOURS	2400 HOURS
Aquatics Manager	17.17	18.04	18.94
Concession Worker I	12.34	12.58	12.85
Concession Worker II	14.39	15.10	15.86
Janitor	15.90	16.69	
Lifeguard I	15.15	15.90	
Lifeguard II	15.90	16.69	
Playground Coordinator	15.83	16.59	
Playground Supervisor I	14.26	15.00	
Playground Supervisor II	15.03	15.83	
Program Supervisor	15.83	16.59	
Public Skating Cashier	11.98	12.21	
Recreation Attendant	14.26	15.00	
Recreation Cashier	12.94	13.70	

# SCHEDULE "C" Rates of Pay - Recreation

### Effective January 1, 2016

_	4000	
START	1600 HOURS	2400 HOURS
17.69	18.58	19.50
12.71	12.96	13.24
14.82	15.55	16.33
16.37	17.20	
15.61	16.37	
16.37	17.19	
16.31	17.09	
14.68	15.45	
15.48	16.31	
16.31	17.09	
12.34	12.58	
14.68	15.45	
13.33	14.11	
	17.69      12.71      14.82      16.37      15.61      16.37      16.31      14.68      15.48      16.31      12.34      14.68      13.33	STARTHOURS17.6918.5812.7112.9614.8215.5516.3717.2015.6116.3716.3717.1916.3117.0914.6815.4515.4816.3116.3117.0912.3412.5814.6815.45

### SCHEDULE "D" - INACTIVE As of March 23, 2015

CLAS	SIFICATION
Accou	untant
Admir	nistrative Planner
Aquat	ics Cashier
Asset	Management Technician
Assist	ant Assessor
Assist	ant Comptroller
	ant Purchasing Agent
	ng Inspector Fieldperson I
	ng Inspector Fieldperson II
Cashi	
Clerk	Steno I
Clerk	Steno / Property Sales
Comr	nunity Development Officer
	Processing Operator
	opment Officer
Election	on Official
Prope	erty Coordinator I
Reco	rds/Election Clerk
Resea	arch Planner
Skate	board Park Supervisor
	s Court Attendant
order for descripti	assifications are currently inactive. in them to be activated, new job ons must be prepared and rates of pay ed between the parties.

### APPENDIX "A" Job Sharing

The following guidelines shall be used when preparing individual letters agreements in accordance with Article **13.07** - Job Sharing.

#### Hours of Work

A schedule of working days for each job share member will be drawn up jointly by the job share employees and will be submitted for approval by their Department Head. The schedule will include provision for EDO's and statutory holidays on a pro-rated basis.

The employees involved in a job sharing arrangement may be offered, on a voluntary basis, additional hours of work for which they are qualified. Such additional hours will be offered in accordance with the seniority and qualifications provisions of the collective agreement. Such hours will be paid at the applicable rate for the position in accordance with the collective agreement. Additional hours shall not be included in the calculation for pro-rated EDOs but shall be included in the calculation of vacation and sick day entitlements.

#### Extended Absence

Should a job sharing employee be absent due to extended illness, vacation or approved leave, it is expected that the other employee who is in the job sharing arrangement will, if possible, cover the period of absence. Should it not be possible for the other employee to cover the period of extended absence the vacant job sharing position may then be posted in accordance with Article 11 and/or filled temporarily for the duration of the leave. Should a job sharing employee be absent due to extended illness, vacation or approved leave of absence for a period of less than six months, it is expected that the other employee in the job share will, if possible, cover the period of absence.

#### **Duration, Renewal and Resignation**

Each job share arrangement will end on an agreed termination date. The participating permanent employee or the Employer, on ninety (90) days notice, may terminate the agreement. The notice to terminate will be provided to the employees participating in the job sharing arrangement and to the Union.

By mutual agreement by the parties this ninety (90) day period may be shortened. If the permanent incumbent or the Employer terminates the job sharing arrangement, the permanent incumbent shall return to her original full time permanent status. The remaining employee shall also return to her former status.

If the permanent incumbent shall resign or transfer to another position during the term of the arrangement, the job sharing arrangement shall terminate and the position shall be posted as a permanent full time position.

If the non-permanent employee should resign during the term of the arrangement, the permanent incumbent may be required to resume regular working hours pending the filling of the vacancy in accordance of the collective agreement.

The job sharing employees, management and the union agree to meet during the job sharing arrangement to review, discuss and resolve any issues which may arise. Meetings may be initiated at any time on request of the parties and should be held after three (3) months and six (6) months of initiation and upon completion of the job share. Should a meeting be scheduled on a regular day off of one of the employees in the job share arrangement, time so spent shall be considered time worked.

#### **Rates of Pay and Benefits**

Pay shall be calculated for each job share on a pro-rated basis. The rate of pay for a job sharer will be the rate and range of that position as provided for in the collective agreement.

Each job sharing employee, where applicable, will earn vacation, sick leave days and EDOs on a pro-rated basis.

Workers' compensation pay supplement will be paid to the pro-rated salary level only.

Increments will be earned on a pro-rated basis.

Seniority of a permanent employee will continue to accrue in accordance with Article 10.01 of the collective agreement.

Seniority of a non-permanent employee shall accrue in accordance with Article **10.03** of the collective agreement.

Employees in the job sharing arrangement shall receive the following benefits subject to eligibility terms and conditions of the collective agreement and the plan: life insurance, dental, medical plan, accidental death and dismemberment and pension plan.

#### **BETWEEN**

#### THE CITY OF PRINCE ALBERT

#### <u>AND</u>

#### THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL #882

WHEREAS the City of Prince Albert and Canadian Union of Public Employees Local #882 have agreed to the creation of the classification of Application Programmer;

NOW THEREFORE, the parties agree as follows:

- 1. The classification of Application Programmer will replace the classification of Web Development Officer as referenced in Schedule "A" and Schedule "B", and throughout the collective agreement.
- 2. All duties, responsibilities and qualifications in effect for the classification of Application Programmer are contained in the job description for the Application Programmer.
- 3. The rate of pay for the classification of Application Programmer will be as follows.

#### Schedule "A" Rates of Pay – Permanent (December 30, 2012 Rates)

CLASSIFICATION	START	1 YEAR	2 YEARS	3 YEARS	4 YEARS
Application Programmer	4392	4610	4835	5084	5340

#### Schedule "B" Rates of Pay – Non-Permanent (December 30, 2012 Rates)

CLASSIFICATION	START	1 YEAR	2 YEARS	3 YEARS	4 YEARS
Application Programmer	3996	4195	4406	4627	4858

ON BEHALF OF THE CITY OF PRINCE ALBERT

**Greg Dionne** Mayor

Sherry Person City Clerk

Dated: April 27,2015

ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL #882

**Tammy Vermette** President

**Karen Underhill** 

Secretary

#### BETWEEN

#### THE CITY OF PRINCE ALBERT

#### AND

#### THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL #882

WHEREAS the City of Prince Albert and Canadian Union of Public Employees Local #882 have agreed to the following terms with respect to a Job Review/Reclassification of the classifications falling within the scope of this Collective Agreement;

NOW THEREFORE, the parties agree as follows:

- 1. The Employer will initiate a bargaining unit wide review of all job classifications within six (6) months of signing of the Collective Agreement.
- 2. A committee will be established with equal representation from the Employer and the Union.
- 3. Job Descriptions will be reviewed by the incumbent Employees and their respective Supervisor and/or Manager and will be forwarded to the Committee for review and negotiation of the rates of pay.
- 4. Any wage adjustments as a result of a reclassification will become effective on January 1, 2017.
- 5. Employees whose classifications have their wage reduced shall be "red-circled" and will not be eligible for increases until such time as the wage range for the classification reaches or surpasses the "red-circled" wage.

**ON BEHALF OF THE CITY OF PRINCE ALBERT** 

**Greg Dionne** Mayor

Sherry Person **City Clerk** 

Dated: April 27, 2015

**ON BEHALF OF THE CANADIAN** UNION OF PUBLIC EMPLOYEES LOCAL #882

**Tammy Vermette** President Karen Underhill

Secretary

#### <u>BETWEEN</u>

#### THE CITY OF PRINCE ALBERT

#### AND

#### THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL #882

WHEREAS the City of Prince Albert and Canadian Union of Public Employees Local #882 have agreed that Article 17.09 and the provisions contained therein will be removed from the Collective Agreement. It is further agreed the provisions of Article 17.09 "Sick Benefits on Termination of Employment" as described in the 2011-2013 Collective Agreement will be retained for all employees covered by this agreement as of the ratification date of the 2014-2016 Collective Agreement.

NOW THEREFORE, the parties agree that the following language shall apply only to those employees covered by the agreement as of the date of ratification of the 2014-2016 Collective Agreement, which is March 23, 2015

#### Sick Benefits On Termination Of Employment

Upon leaving the service of the City, each permanent employee who has served five (5) years or more, shall be entitled to receive payment for the unused sick time allowance remaining to his credit on termination of employment or on being retired, or in the event of death before termination of employment to be made to his estate in the following manner:

After the completion of five (5) years' continuous service, the unused sick credits will be paid on the basis of two percent (2%) each year of employment of accumulative sick credits as of the date the employee actually leaves the service of the City, to a maximum of sixty percent (60%) of sick credits.

The maximum of accumulative sick credits shall be One Hundred Ninetyfour (194) days and such payment shall be at the rate of the employee's average daily earnings over the last five (5) full calendar years of service as reported on the T-4 slips before termination of employment or retirement.

Upon leaving the service of the City, each non-permanent employee who has served ten (10) years or more, shall be entitled to receive payment for the unused sick time allowance remaining to his credit on termination of employment or on being retired, or in the event of death before termination of employment to be made to his estate in the following manner:

After the completion of ten (10) years' continuous service, the unused sick credits will be paid on the basis of two percent (2%) each year of employment of accumulative sick credits as of the date the employee actually leaves the service of the City, to a maximum of sixty percent (60%) of sick credits.

The maximum of accumulative sick credits shall be one thousand five hundred (1500) hours and such payment shall be at the rate of the employee's average hourly rate over the last five (5) full calendar years of service before termination of employment or retirement. ON BEHALF OF THE CITY OF PRINCE ALBERT

Greg Dionne Mayor

Sherry Person City Clerk

Dated: April 27, 2015

ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL #882

Tammy Vermette President

Karen Underhill Secretary

### <u>BETWEEN</u>

### THE CITY OF PRINCE ALBERT

#### <u>AND</u>

#### THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL #882

WHEREAS the City of Prince Albert and Canadian Union of Public Employees Local #882 have agreed to the following terms with respect to a wage premium for the classification of Concession Worker I;

NOW THEREFORE, the parties agree as follows:

- 1. Individuals who are classified as Concession Worker I will be paid at the Concession Worker II "Start" rate when assigned by the Concession Manager, or designate, to:
  - a) Train other staff members, or
  - b) Supervise three or more staff members
- The rate of pay will be reflected as per actual hours worked, and will be recorded on the Concessions Attendance Record provided to Financial Services on a bi-weekly basis.

#### ON BEHALF OF THE CITY OF PRINCE ALBERT

**Greg Dionne** Mayor

Sherry Person City Clerk

Dated: April 21,2015

#### ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL #882

Tammy Vern President

Karen Underhill Secretary