

COLLECTIVE AGREEMENT

BETWEEN

CITY HALL ADMINISTRATIVE STAFF UNION – LOCAL 7  
*A Chartered Local of the Canadian Union of Public Employees*

AND

THE CITY OF REGINA

January 1, 2010 to December 31, 2012

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THIS AGREEMENT made in duplicate this 29 day of November, 2010 A.D.

BETWEEN:

THE CITY OF REGINA,  
Hereinafter called "The City"

OF THE FIRST PART

AND

THE CITY HALL ADMINISTRATIVE STAFF UNION, CUPE - LOCAL 7,  
of the Canadian Union of Public Employees,  
Hereinafter called "The Union".

OF THE OTHER PART

#### PREAMBLE

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

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

#### ARTICLE 1 - DEFINITIONS

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

1. "Casual Employee" shall mean an employee in a non-permanent position which may be either full-time or less than full-time and is used to perform the following work, subject to Article 10 – Vacancies and New Positions:
  - i) Relief or permanent employees who are absent from their regular duties due to vacation, extended illness or other approved leave of absence;
  - ii) Project work with fixed commencement and completion dates;
  - iii) Relief of an employee who has vacated a permanent position, subject to Article 10(4).
  - iv) Work that is not part of the permanent complement or less than full-time.
2. "City" means the corporation of the City of Regina.
3. "City Manager" means the appointed City Manager or authorized representative.

4. "Council" means the Council of the City of Regina.
5. "Director of Human Resources" means the Director of Human Resources or designate.
6. "Director of the Department" shall mean a person who is the head of a department or designate.
7. "Hours of Work" shall be governed by the Laws of the Province of Saskatchewan and Regulations thereunder except whereby agreement such hours of work respecting certain classes of employees may be less than are prescribed by the said Statutes or Regulations.
8. "Overtime" shall, except as otherwise provided herein, have the meaning given in the Statutes of the Province of Saskatchewan and Regulations thereunder and all such overtime shall be reported by the Supervisor in charge forthwith and wages therefore at the specified overtime rate shall be paid within the next pay period.
9. "Permanent Employee" shall mean an employee who is appointed to the permanent staff by the Director of the Department. All employees who are appointed to the permanent staff shall be subject to a six (6) month probationary period in which to demonstrate suitability as a permanent employee.
10. "Probationary Period" means the length of time an employee has to demonstrate his or her capability to perform the duties of the position as outlined in Article 10 – Vacancies and New Positions.
11.
  - a) "Service" for the purposes of earning annual increments under Article 18 (A)(4) and vacation entitlement (i.e. 4,5,6 weeks of vacation) under Article 6 means only regular hours worked together with absence from work due to earned annual vacation, statutory holidays, personal sickness covered by sick leave credits or an approved leave of absence, pension disability under Bylaws 3125 or 9566, disability under Article 12, occupational injury covered by Workers' Compensation Board payments, maternity leave, parental leave, adoption leave, a leave of absence under Article 4 A(3) and (4) and B(2), an approved leave of absence under the City's Education Leave Policy, and the initial thirty (30) calendar days of any other approved leave of absence (subject to the laws of the Province of Saskatchewan and Regulations thereunder) including disciplinary suspension up to thirty (30) days.
  - b) "Service" for the purposes of earning vacation credits under Article 6 and sick leave credits under Article 5 means only the regular hours worked together with absence from work due to earned annual vacation, statutory holidays, personal sickness (to extent sick leave credits are available), a leave of absence under Article 4, clauses A(3) & (4) and B(2), and occupational injury covered by Workers' Compensation Board payments to a maximum of twelve (12) consecutive months.

- c) "Service" except as otherwise provided herein, means the time spent by an employee in the actual performance of their duties together with their absence from work due to: Annual Vacation, Holidays, Personal Sickness (to the extent he/she has established sick leave credits), Occupational Injury (covered by Sick Leave Credits or Workers' Compensation Board payments) and authorized leave of absence.
- 12. "Union" means the Canadian Union of Public Employees (CUPE) Local 7.
- 13. "Weekly Day Off" means the first day an employee is free from work following the completion of the regular five-day work week (i.e. Saturday or such day granted in lieu thereof).
- 14. "Weekly Day of Rest" means the second day an employee is free from work following the completion of the regular five-day work week (i.e. Sunday or such day granted in lieu thereof).
- 15. "Work Placement" means a student or other person placed by the City for purposes of developing specific job skills. The Work Placement will be subject to the terms and conditions of the Joint Letter of Understanding between the City and Local 7.

## ARTICLE 2 - SCOPE

This Collective Agreement shall apply to all employees represented by CUPE Local 7, except as excluded pursuant to the current effective order of the Saskatchewan Labour Relations Board.

## ARTICLE 3 – UNION RECOGNITION

- A. The City recognizes the Union as the exclusive representative for the purpose of bargaining collectively for all employees employed in the unit of employees as described in the Order of the Labour Relations Board of Saskatchewan in that behalf dated the 14th day of October, A.D. 1947, as from time to time amended.
- B. Union Security
  - 1. Every employee who is now or hereafter becomes a member of the Union, shall maintain their membership in the Union as a condition of their employment, and every new employee whose employment commences hereafter shall, within thirty (30) days after the commencement of their employment, apply for and maintain membership in the Union, and maintain membership in the Union as a condition of their employment, provided that any employee in the appropriate bargaining unit who is not required to maintain their membership or apply for and maintain their membership in the Union shall, as a condition of their employment, tender to the Union the periodic dues uniformly required to be paid by the members of the Union.

The City shall supply the Local with a list of all new Local 7 employees on a monthly basis.

2. On a pay period basis, the City shall provide to the Secretary-Treasurer of the Union, a report detailing the number of employees deducted and the amount of deductions made in accordance with (1) above. In addition, the City shall provide to the Secretary-Treasurer of the Union by February 28 of each year, a report of earnings and Union dues for all employees of the Union pertaining to the previous year.

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

C. Check Off

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

D. Notice Boards

The City agrees to install a suitable locking notice board within the City Hall employees' lounge for the purpose of posting notices of interest to the Union.

E. Resolutions of Council

All Resolutions of the City Council which affect employees covered by this Agreement, shall be forwarded to the Recording Secretary of the Union and to the Secretary of the Civic Employees' Federation by the City Clerk.

F. Attendance at Meetings

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

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

G. New Employees

During a newly hired employee's orientation period, a union representative shall be given the opportunity to introduce the Union to the employee. The representative shall provide the employee with a copy of the Collective Agreement and other pertinent information.

## H. Right to Union Representation

The employee has the right to have a Union representative present during any disciplinary meeting. The Union will be advised in writing of the disciplinary action.

## I. Personnel File

An employee or Union representative designated by the employee shall have the right to review their Human Resources personnel file and any departmental correspondence exchanged with the employee, and make copies of such correspondence.

## ARTICLE 4 - LEAVE OF ABSENCE

### A. Paid leave

#### 1. Bargaining Leave

Leave of absence without loss of pay or benefits will be granted for a maximum of four employees who are representatives of the Union on the bargaining committee to carry on negotiations for a new Collective Agreement with the City.

#### 2. Bereavement and Special Leave

**Requests for Bereavement Leave and Special Leave must be made in writing. The City acknowledges circumstances may arise where requests may be verbal and must be confirmed in writing at a later date.**

#### 3. Bereavement

**When there is a death in a permanent employee's, or a casual employee with 1907 accumulated regular hours, immediate family, the employee shall be granted up to three (3) consecutive working days bereavement leave with pay.**

**Immediate family shall be defined as spouse, child, father, mother, brother, sister, grandparent or grandchild. Immediate family shall also include someone for whom the employee had an equivalent step or in-law relationship, as applicable.**

**Notwithstanding the above, a permanent employee may utilize up to two (2) of the three (3) days bereavement leave, to be taken within one (1) year following the initial leave, for deferred ceremonies.**

#### 4. Special Leave

- a) "Special Leave of Absence" with pay shall be granted to permanent employees at the discretion of the City and with the approval of the Director of the Department for reasons such as emergency, bereavement in excess of three (3) days or compassionate cause. One-half (1/2) day leave of absence shall be granted to a permanent employee to act as pallbearer

or eulogist at a funeral and additional leave, if required, may be granted at the discretion of the Director of the Department. All leaves of absence granted under this clause shall be deducted from the employee's accumulated "Sick Leave" credits. An employee absence report shall be required when sick leave credits are used for the foregoing reasons.

- b) Permanent employees with less than 75 days accumulated sick leave to their credit must protect 12 days per year for personal illness, and such 12 days are not available for use as "Special Leave" as defined above.
- c) If an employee is required to use such "Special Leave of Absence" in excess of the provisions of (b) above, the employee shall have the option of either using available vacation credits or receiving payment for the leave of absence and the time so utilized shall be deducted from any future sick leave accumulation as he/she becomes entitled to same, providing the provisions of (b) above are maintained. In these instances pressing emergency and compassionate cause shall not be deemed to include sickness and injury to the applicant.

5. Jury and Witness Duty

In the event that an employee is required to serve as a juror or to appear in court as a witness, they shall suffer no loss of pay, providing his/her juror's fee or witness fee is paid over to the **City of Regina**.

6. Time Off For Voting

- (a) Every employee, who is qualified to vote shall, while the polls are open on polling day, have in the case of a Federal Election, three (3) consecutive hours for the purpose of casting their ballot. In the case of Provincial or Municipal Elections, he/she shall be allowed three (3) consecutive hours for the purpose of casting their ballot.
- (b) If the hours of employment do not allow for three (3) hours specified in paragraph (a), an employee shall be allowed such additional time for voting as may be necessary to provide the three (3) consecutive hours.
- (c) The hours for voting referred to in paragraph (a) above shall be at the convenience of the City.
- (d) No deductions shall be made from pay of any employee mentioned in paragraph (a) above, nor shall any penalty be imposed or exacted from an employee by reason of their absence from work during the time required for voting.

7. Writing Examinations

An employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations providing the course has been approved by the Human Resources Department for reimbursement.

B. Unpaid Leave

1. General Leave Without Pay

Any employee requesting a leave of absence without pay shall provide reasonable notice outlining the reason for such leave, in writing, to the Director of the Department. Upon approval of the Director of the Department and insofar as the regular operations of the Department will permit, such leave may be granted.

2. Leave of Absence For Union Activities

In the event any members of the Union are appointed delegates to attend conventions, conferences, and meetings in connection with the union affairs, they shall, provided they have given reasonable notice, in writing, to the Director of the Department, be granted leave of absence without pay to attend same, however, the City agrees to continue in force payment of regular salary and benefits and the Union agrees to reimburse the City for salary and benefit costs paid during the leave of absence. It being understood, such leave of absence shall be mutually agreed by the Director of the Department concerned and the Union.

3. Benefits While On Leave

- (a) Employees who are on leave of absence without pay shall be entitled to **statutory** holiday credits as set out in Article 7 (5) of this Agreement.
- (b) Employees on leave of absence shall be entitled to participate, where eligible, in current benefit plans. Employees shall be responsible for remitting their share of the premiums during any approved leave.

4. Maternity, Parental and Adoption Leave (MPAL)

- (a) Subject to Sections (b), (c) and (d) hereof, every employee shall be entitled to **MPAL** in accordance with the provisions of *The Labour Standards Act, 2004*.
- (b)
  - (i) Every employee at the date upon which he or she proceeds on **MPAL**, as the case may be, shall receive payment in respect of all accumulated vacation credits.
  - (ii) Notwithstanding the provisions of Subsection (i) hereof, the employee may request, in writing, that all accumulated vacation credits be carried forward for use upon return to work.



- (c) Every employee returning to work shall resume work **at the** rates of wages or benefits accrued to the commencement of the **MPAL**.
- (d) Notwithstanding anything contained in this Agreement, any employee on **MPAL** shall **continue to accumulate seniority but shall** not accumulate nor be credited with sick leave or vacation credits during such leave.
- (e) For the purpose of this clause, maternity leave shall mean up to fifty-two (52) weeks leave of absence without pay.
- (f) **Effective January 1, 2011, permanent employees with one (1) year of service who are on MPAL may submit a request in writing for a MPAL supplemental allowance of 10% of their previous year's regular pay for up to one (1) year. The supplemental allowance shall be paid to the employee subject to signing a one (1) year (or prorated equivalent) return of service agreement.**

**In order to be eligible for MPAL supplemental allowance employees must be receiving corresponding MPAL employment insurance benefits.**

5. Leave For Union Business

The Union will from time to time, provide to the City a list of officers who may at any time be required to attend to Union business for a period up to and including one working day and the employees so named shall be entitled to take leave of absence without pay upon verbal notice to the Director of the Department concerned.

6. Medical Leave

- (a) Employees who exhaust their sick leave benefits and have no other City of Regina benefit plan to rely upon are required to request a leave of absence without pay.
- (b) After twelve (12) months of leave, the employee shall renew their leave and provide a medical certificate from their doctor, indicating the employee is unable to return to work. Further requests for leave and accompanying medical certificates will be required every six (6) months. Failure to do so would result in the termination of the employee.
- (c) Employees who are on leave of absence without pay for medical reasons may be required to produce a medical certificate at the expense of the City certifying that the employee is able to return to work.



7. Elected to Public Office

Any permanent employee, who has completed one (1) year of employment and who is elected to Public Office (other than municipal) shall be granted leave of absence without pay for the period of holding office. During the absence of any employee on leave of this nature, such employee shall retain his/her original seniority rights in his/her department with no decrease in status, but without claim to any promotion affected during his/her absence.

8. Leave for CUPE or CUPE affiliated Position

Any permanent employee who has completed one (1) year of employment who is:

- selected to act in a temporary position with CUPE or other union organization affiliated to the Canadian Labour Congress; or
- selected or elected to a full time position with CUPE or other union organization affiliated to the Canadian Labour Congress;

shall, on application, be granted leave of absence without pay for a period of up to, but not exceeding one (1) year. Requests for annual extensions will be considered based on the operational requirements of the Employer.

The employee may apply and be considered for promotion while on leave as noted above but if successful, must terminate the leave and return to active employment with the City. Any further requests for such a leave will be considered based on the operational requirements of the Employer.

ARTICLE 5 - SICK LEAVE

1. All permanent employees shall accumulate sick leave credits on a bi-weekly basis at the rate of .061602 hours per hour of service as a permanent employee up to a maximum of 1683 hours (**1720** hours for hours of work based on a forty (40) hour work week).
2. Employees shall be entitled to payment for absence from work due to sickness to the extent they have established sick leave credits under Clause (1) hereof.
3. All employees covered by this Agreement having at least ten (10) years continuous service as a permanent and at least thirty (30) days sick leave credit upon severance of employment with the City, except by dismissal, shall be paid at his or her regular rate of pay in the amount of fifty (50) percent of all accumulated sick leave the employee may have to his or her credit or seventy-eight (78) days whichever is the lesser (i.e. twenty-nine (29) days credit - payment nil, thirty (30) days credit - payment fifteen (15) days).

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

4. Employees who are receiving benefits under the Workers' Compensation Act and/or regulations made thereunder, shall not be paid for absence from work due to Sickness, excepting where Workers' Compensation Benefits are classified as total temporary disability benefits are terminated and replaced with partial wage loss or supplemental wage loss benefits which benefits are to be credited to the City and credited to the employee's sick leave credits based on a conversion of benefits received to hours of sick leave credits.
5. Each employee claiming sick pay under the provisions of this Agreement, shall be required to complete an employee absence report for absence not exceeding five (5) working days, declaring that their absence was a result of personal sickness. If an employee is absent from work through sickness for a period exceeding five (5) working days, they shall, in addition, produce a medical certificate, signed by a duly qualified medical practitioner, certifying the said employee was unable to perform their work due to personal sickness.
6. For the purpose of this Article, sickness shall include, nonoccupational injury or injury not covered by the Workers' Compensation Act and/or Regulations made thereunder, provided however, that absence from work due to illness or injury resulting from misconduct on the part of an employee shall not be paid for.
7. The City reserves the right to call for an examination of any employee who is absent from work due to sickness. Such examination shall be conducted by a qualified medical practitioner approved by the City.
8. Every employee who is absent from work on account of sickness shall, whenever possible, notify their department prior to commencement of the regular work day and failure to do so, unless notification is shown to have been unavoidable and satisfactory proof of disability is furnished, may deprive such employee of such sick leave as normally would have accrued to them.
9. In the event an employee is laid off, their sick leave credits shall be retained to their credit for a period of twelve (12) consecutive months. At the expiration of the said twelve (12) months, the sick leave credits the employee has to their credit shall either be cancelled or, the fifty (50%) percent vested interest to which they are entitled under Clause 3 hereof, shall be paid out.

10. Casual employees who have seniority (1907 regular hours) shall accumulate sick time at a rate of 0.0575 hours credit for each regular hour. A maximum of 109.62 hours may be accumulated. "Regular hours" for the purpose of this clause shall mean all hours worked for which overtime is not payable.

Casual employees are entitled to payment for absences from work due to sickness, to the extent sick leave credits have been earned, in the following manner:

On each occasion of sickness:

- a) first day of absence – no payment
- b) second and subsequent days of absence – full payment for regular scheduled hours.

Rate of pay shall be the last rate paid to the employee prior to the sickness.

#### ARTICLE 6 - VACATION

1. All permanent employees shall accumulate vacation leave credits from the day they last entered the employment of the City as a permanent employee. Vacation leave credit shall be accumulated at the following rates:

<u>Service as in Article 1(12)(a)</u>	<u>Vacation Credit per Hour of Service in Article 1(12)(b)</u>
First 7 Years	.061602
Start of Year 8 to End of Year 15	.082136
Start of Year 16 to End of Year 23	.102669
Start of Year 24 and Thereafter	.123203

- 2. Employees who leave the City's service and have not received their accrued annual vacation, shall **receive** pay in lieu of earned vacation as calculated above.
- 3. Employees may request to utilize hourly vacation credits at any time after they are earned.
- 4. When a **statutory** holiday falls within an employee's annual vacation, such employee shall be given the daily hours vacation credits in lieu of the **statutory** holiday at a time mutually agreeable between the employee and the Director of the Department.
- 5. Sick leave may be substituted for vacation where it can be established by the employee and substantiated by a Doctor's certificate that an illness or accident occurred prior to or while on vacation. Should such illness or accident occur, it will be the responsibility of the employee to notify the Director of the Department, as soon as possible.

6. Employees after they have completed five (5) years of continuous service as a permanent employee and with approval of the Director of the Department, may accumulate and take up to but not exceeding six (6) weeks' vacation in any one year. Employees, having earned the right to four (4), five (5), and six (6) weeks of annual vacation, under the preceding Clauses 4, 5, and 6, may accumulate and take up to but not exceeding eight (8), ten (10), and twelve (12) weeks' vacation leave respectively in any one year.
7. All pay for the period of earned vacation, if requested by the employee at least fourteen (14) calendar days in advance of the commencement of the vacation period, shall be payable prior to taking such leave.
8. Upon retiring from the service of the City, the employees shall be entitled to vacation pay not in excess of the unused current and accumulated vacation credits as set forth in Clause 6, hereof.
9. **Annual vacation shall be provided to casual employees in accordance with the provisions of *The Labour Standards Act* and amendments thereto. Vacation leave credits shall accumulate at the rate of .0575 the employees' service for the first ten (10) years of employment and the rate of .0767 thereafter.**

#### ARTICLE 7 – STATUTORY HOLIDAYS

1. Except as otherwise provided herein, the following shall be observed as holidays without deduction of pay therefore and no employee shall be required to take time off in lieu of pay therefore:
  - New Year's Day
  - Family Day
  - Good Friday
  - Easter Monday
  - Victoria Day
  - Canada Day
  - Saskatchewan Day (provided, however, that shall the City of Regina proclaim or declare the Monday of Exhibition Week a Civic Holiday pursuant to the provisions of the Cities Act, then said Civic Holiday shall be deemed to be in lieu of the said Saskatchewan Day).
  - Labour Day
  - Thanksgiving Day
  - Remembrance Day
  - Christmas Day
  - Boxing Day (or any other day declared or proclaimed in lieu thereof)
  - Any further day or portion thereof other than those specified above becoming a holiday in accordance with the provisions of the Cities Act, or when so proclaimed by Federal or Provincial Authority.

2. Observance of Holidays

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

3. Work on Holidays

- (a) When an employee is required to work on a holiday, they shall be paid, in addition to their regular work wages or salary for that day, two (2) times their regular rate of pay, for each hour or part of an hour they are required to work on the day the holiday is observed by the City.
- (b) The provisions of Article 17, Clause 1 of this Agreement shall not apply to work on a holiday.

4. Holidays Held on Off Days

- (a) When a holiday occurs on a day which coincides with the weekly day off and/or day of rest of an employee who regularly works from Monday through Friday, the following Monday and/or Tuesday shall be deemed to be a holiday in lieu thereof.
- (b) When a holiday falls on a day which coincides with the weekly day off and/or day of rest of an employee whose days of work differ from the above, the employee shall be paid for the holiday at straight time for each such occurrence.

5. Absence on Holidays

Employees who are absent from work for any of the following reasons shall not be entitled to pay for Holidays which occur during their absence:

- (a) While in receipt of Workers' Compensation Benefits not supplemented by the City.
- (b) While on lay-off.
- (c) While under warranted suspension from work.

Employees on approved leave of absence (without pay) during any portion of the four (4) weeks prior to a statutory holiday will be entitled to statutory holiday pay in accordance with Labour Standards.

## ARTICLE 8 - GRIEVANCES AND DISPUTES

### A. Grievances

1. A grievance for purposes of this Agreement is defined to be a dispute, difference or disagreement between the City on the one hand and the Union or an employee or employees on the other hand; which dispute, difference or disagreement pertains to the following:
  - (a) Any matter relating to the terms and conditions of employment or rates of pay, hours of work of any employee or employees.
  - (b) Any matter involving the interpretation of any provision of this Agreement;
  - (c) Any matter involving the alleged violation of any provision of this Agreement.
2.
  - (a) Whenever possible, the employee/Union will discuss complaints with the supervisor and/or manager prior to filing a formal grievance. If a matter cannot be resolved through discussions, then the Union and employee may initiate the grievance procedure.
  - (b) An employee who has a grievance shall, within **fourteen (14) calendar** days following the act or omission giving rise to such grievance, state their grievance in writing addressed to the Union and shall thereafter be heard by a Committee of the Union. The Union shall thereupon and thereafter have the right to interview and obtain information pertaining to the grievance from any employee or any other person believed to have knowledge of the grievance.
  - (c) Where the grievance is based on selection, the successful applicant shall be advised by the Employer of the grievance within fourteen (14) **calendar** days of the filing of the grievance.
3. STEP 1: The Union shall, within **ten (10) calendar** days after receipt of the grievance of an employee, have the right to make a submission to the Director of the Department and the Director of Human Resources. After filing the grievance the parties may mutually agree to advance the grievance to STEP 2 as outlined in Article 8(4). In making application for a hearing, the Union shall outline, in writing, the matter complained of, or, if alleging a violation of the Agreement, refer to article(s) that are alleged to have been violated and the settlement sought. The hearing shall be **scheduled** within **ten (10) calendar** days of the application being made, and the Union may have the employee or employees concerned present at the hearing. The Director of the Department shall, within **ten (10) calendar** days following the hearing, give his/her decision and reasons in writing to the Union.

**If the grievance is a result of dismissal, the grievance shall commence at STEP 2.**

4. STEP 2: The Union shall have the right to appeal to the City Manager. In so doing **the Union** shall file with the City Manager a written statement of the claim made, as well as a copy of the decision of the Director of the Department concerned. **The** appeals shall be filed with the City Manager within **ten (10) calendar** days following the receipt of the decision of the Director of the Department concerned. When such appeal has been filed, the Union shall have the right to interview and obtain information pertaining to the matter from any employee or any other person believed to have knowledge of the matter. It is understood that the same individual will not hear both STEP 1 and STEP 2.
5. The City Manager shall **schedule** the appeal within **ten (10) calendar** days after it has been filed with him/her and shall give their decision within **ten (10) calendar** days after the conclusion of the hearing.
6. STEP 3: Any grievance which is not settled by the procedures set forth may be referred to a Board of Arbitration (**Board**) by either party to this Agreement. Application for the establishment of a Board must be made by either party within **thirty (30) calendar** days of the date the decision is rendered.

Notwithstanding the provisions of Clauses six (6) through fourteen (14) hereof, the City and the Union may, by mutual consent, waive the provision to refer the grievances to a Board and elect to take the grievance to a single Arbitrator whose decision shall be final and binding and enforceable on all parties.

Alternatively **within the same timelines**, by mutual agreement, the parties may agree to utilize the expedited arbitration process outlined in **clause 16** below in place of the remainder of this article.

7. When either party requests that a grievance be submitted to a Board, the request shall be made by registered mail, **or alternate method that provides proof of receipt**, addressed to the other party of the Agreement, indicating the name of its nominee on the Board. Within **ten (10) calendar** days thereafter the other party shall answer by registered mail, **or alternate method that provides proof of receipt**, indicating the name and address of its nominee to the Board. The **parties** shall then meet to select an impartial Chairperson.
8. If the recipient of the notice fails to appoint a nominee, or if the **parties** fail to agree upon a Chairperson within **fourteen (14) calendar** days of the appointment, the appointment shall be made by the Minister of Labour, upon request by either party.
9. The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representation to the Board. It shall hear and determine the difference or allegation and render a decision within **sixty (60) calendar** days from the time the **hearing is completed**.



10. The decision of the majority shall be the decision of the Board. Where there is not majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board shall be final and binding and enforceable on all parties, but in no event shall the Board have the power to change this agreement or to alter, modify or amend its provisions. However, the Board shall have the power to dispose of any discharge or discipline grievance by any arrangement which, in its opinion, it deems just and equitable.
11. Should the parties disagree as to the meaning of the decision either party may apply to the Chairperson of the Board to reconvene the Board to clarify, the decision, which it shall do within **fourteen (14) calendar** days.
12. When either party applies for the establishment of a Board, each party shall pay the fees and expenses of their own nominee and shall each pay one-half (1/2) of the cost of the fees and expenses of the Chairperson.
13. The authority making the final decision shall determine the financial or other arrangements to be made in the case of any suspension, dismissal or demotion.
14. This section shall, at all times, be subject to the provisions of the laws of The Province of Saskatchewan and regulations thereunder and not in any sense, be in derogation of the rights of the respective parties hereto under the said law.
15. The time limits as set out in the various clauses herein may be extended by mutual agreement.
16. Expedited Arbitration
  - a) By mutual agreement, the procedures as set out herein may be used after Step 2 of the grievance procedure.
  - b) Once a grievance has been referred to the expedited arbitration process, it shall be heard by a **single** Arbitrator within sixty (60) **calendar** days.
  - c) Unless mutually agreed otherwise, and exclusive of terminations and promotional grievances, arbitrations will be scheduled into the available hearing dates in the order of the date on which the Union referred the case to arbitration. It is agreed that termination and promotional grievances take precedence and such grievances will be assigned the next available arbitration hearing date whenever possible or as may otherwise be mutually agreed by the parties. Any other case the parties mutually agree ought to be heard expeditiously may also be given precedence.
  - d) Subject to a) above, the following criteria shall be used to determine appropriate grievances for expedited arbitration:
    - (i) grievances that seek an individual settlement, i.e.: settlement applies only to the grievor, would not result in a similar claim by



other employees, shall have no precedential value and shall not thereafter be referred to by the parties in respect of any other matter in any other setting.

- (ii) grievances that have limited depth regarding complex legal issues.
  - (iii) grievances that involve the interpretation and application, or alleged violation, of the Collective Agreement.
  - (iv) grievances where there is a limited range of solutions, or single solution, to the concern raised.
- e) On agreement that a case be expeditiously arbitrated, the parties will draw the Arbitrator by chance from a list mutually agreed by the parties and he/she will act as a single Arbitrator on the matter.
- f) The parties shall limit their use of representatives to the following:
- |           |   |
|-----------|---|
| Union:    | Staff representative or elected officer |
| Employer: | Department or Human Resources staff     |
- g) The representatives of the parties shall meet within **seven (7) calendar** days prior to the hearing to discuss the issues including, but not limited to, the evidence, the procedure and any other means of expediting the process.
- h) The documents tabled with the Arbitrator shall include:
- (i) Collective **Bargaining** Agreement;
  - (ii) grievance statement and replies;
  - (iii) agreed statement of facts;
  - (iv) any cases that parties intend to rely on (limit two from each);
  - (v) a brief statement of each party's position and argument (one page each); and
  - (vi) where possible, an agreed statement as to the exact difference that the parties want decided.
- i) **No more than two (2) cases to be scheduled in one day.**
- j) The **maximum** time allotted to hear each case is three (3) hours. The parties will endeavour to abide by this time limit; extensions may occur by mutual agreement.
- k) The parties shall follow the following procedural guidelines:
- i) documents tabled;
  - ii) brief opening statement by each of the parties;
  - iii) witnesses (maximum two per party), examined, cross-examined and questioned by the Arbitrator;

- iv) final argument (Brown and Beatty, or similar texts may be cited);
  - v) the hearing will be conducted in an informal manner with limited objections and without concern for procedural irregularities;
  - vi) **the arbitrator may** attempt to mediate, eg. propose a possible resolution, if the parties agree and if the case has not previously been through the mediation process;
  - vii) **the arbitrator may** issue a verbal decision immediately. Within **five (5) calendar** days a written decision **shall** be rendered, setting out the reasons which the Arbitrator deems necessary to convey a decision. Decision and reasons are limited to two pages. The decision of the single Arbitrator will be final and binding on the parties;
  - viii) the parties will equally share the cost of fees and expenses of the Arbitrator;
  - ix) the grievor and one representative of the Union shall be granted leave with pay to be present at arbitration; **and**
  - x) the grievance may be removed from the expedited process at any time, prior to the expedited hearing.
- l) The terms of this Agreement may be changed at any time by mutual agreement of both parties.
  - m) The terms or requirements of this Agreement may be waived by mutual agreement for any specific grievance.
  - n) Expedited arbitration awards shall not set a precedent and shall not be referred to by the parties in respect of any other matter.
  - o) All settlements of expedited cases prior to the hearing are made on a without prejudice basis and shall not be referred to by the parties in respect of any other matter.
  - p) The decision of the Arbitrator shall be final and binding and enforceable on all parties, but in no event shall the Arbitrator have the power to change the Collective Agreement or to alter, modify or amend its provisions. However, the Arbitrator shall have the power to dispose of any discharge or discipline grievance by any arrangements which, in their opinion, it deems just and equitable.
  - q) Should the parties disagree as to the meaning of the decision either party may apply to the Arbitrator to clarify the decision, which it shall do within ten (10) **calendar** days.

B. Committees to be Heard

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

ARTICLE 9 - SENIORITY

1. After having completed six (6) months of employment, employees' seniority shall date from the time they last entered the employ of the City of Regina in the jurisdiction of CUPE Local 7, CUPE Local 21, Regina Civic Middle Management Association or Out of Scope. Service in any other jurisdiction shall not be considered seniority within the jurisdiction of CUPE Local 7.

Effective June 1, 2007 one seniority list **was** established that included permanent and casual employees. This list will be the basis for any other seniority lists that may be required (e.g. division lists). The initial list placed permanent employees on the list in order of seniority, followed by casual employees, in order of accumulated seniority (in hours), followed by newly hired employees (based on start date) regardless of permanent or casual status. The Union shall determine the order of seniority when more than one employee is hired on the same day.

**Casual employees shall be entitled to exercise their seniority after 1907 accumulated regular hours.**

The City agrees to provide to the Union, one (1) seniority list, free of charge, in January of each year. Seniority lists shall be kept by the Director of Human Resources and furnished to the Union upon request.

2. Having acquired seniority in accordance with the provisions of Clause (1) hereof, the employee's seniority shall not cease because of:
  - a) Sickness
  - b) Accident
  - c) Vacation
  - d) Approved leave of absence
  - e) Lay-off of less than six (6) months

3. The employee's seniority shall cease if the employee:
  - a) Voluntarily leaves the employ of the City
  - b) Is discharged and such discharge is not reversed through the grievance procedure provided in Article 8, hereof
  - c) After lay-off, fails to report for work within three (3) days after **recall** notification to the address on record with the Human Resources Department, unless the employee furnishes reasons for such failure, satisfactory to the Director of the Department
  - d) Is absent without proper leave
  - e) Is not employed by the City for a period in excess of six (6) months, **or for casual employees, if the employee is not employed by the City for a continuous period in excess of twelve months**
  - f) Overstays a vacation period or approved leave of absence without reasonable cause

#### ARTICLE 10 - VACANCIES AND NEW POSITIONS

1. When vacancies in the permanent staff occur or new positions of a permanent nature are created in any department, a notice thereof outlining the position and grade shall be forwarded by the Director of Human Resources to all departments of the City; to the Recording Secretary of the Union and to the Recording Secretaries of all other civic unions having agreement with the City at least one (1) week prior to an appointment being made thereto, such notice to set forth therein the minimum rate of pay to apply. Notice of vacancies or of intention to fill a new position shall be given within three (3) working days after the Director of Human Resources is made aware of such vacancy or new position. In the event the City does not intend to fill such vacancy or new position the City shall so notify the Union.

In the event the City does not fill such vacancy within three (3) months of it being vacated, the City shall notify the Union of its intentions for the position.

2.
  - a) In filling vacancies or new positions within the scope of this Agreement the City shall follow the principle of seniority together with the qualifications required for the position to be filled.
  - b) In the event of a vacant position within CUPE Local 21's jurisdiction and there has been no appointment in accordance with Article 10 (2)(a) of Local 21's Agreement, the City shall proceed in accordance with Article 10(2)(a) of this Agreement.
3.
  - a) A qualified employee having accepted an appointment to a position within or beyond the scope of this Agreement shall be allowed three (3) months in which to prove themselves capable of filling the position concerned. If such employee does not prove himself capable of filling the position concerned, or where an employee requests to be reverted, the employee shall revert to their former position without prejudice and without loss of seniority in such former position.

By mutual agreement between the Director of Human Resources and the Union the three (3) month probationary period may be extended or reduced. Other individuals promoted or transferred as a consequence of an original promotion or transfer shall also be returned to their former positions without prejudice and loss of seniority.

The City or the employee, whomever initiates the reversion, will provide written reasons for the request, which will be attached to the employee's personnel file. Where the City initiates the reversion, the employee will have opportunity to attach comments and the Union will be notified. Where the employee initiates the reversion, the documentation will be attached to the personnel file and the Union will be notified.

- b) For trainee positions, wherever three (3) months appears in Clause (a) hereof, it shall be deemed to read the duration of the training period.
- 4. (a) All casual opportunity assignments referred to in (b), (c), (d) and (e) will be subject to the operational requirements of the employees' home department.
- (b) Casual opportunities of more than four (4) months will be posted subject to the provisions of Article 10(1) and (2). Casual opportunities less than or equal to four (4) months may be posted at the discretion of the Department, and if posted, will be subject to the provisions of Article 10(1) and (2).
- (c) All subsequent vacancies created as a result of (b) above may be posted or assigned as superior duty, at the discretion of the Department.
- (d) Permanent employees will be considered for casual opportunities greater than four (4) months and will be considered for opportunities less than four (4) months duration if the opportunity was posted as per (b) above and meets the requirements in (a) above.
- (e) If a permanent employee is assigned to a casual opportunity, the following shall apply:
  - i) All rights and benefits shall continue uninterrupted.
  - ii) Salary during the opportunity shall be the minimum rate which has been established for the position. However, if the employee's regular rate of pay exceeds the minimum rate which has been established for the casual opportunity, the employee shall be paid at a rate of pay equivalent to one pay step higher than their own rate of pay.

Under no circumstances, however, shall an employee be paid a higher rate than the maximum rate which has been established for the casual opportunity.

- iii) Sick and vacation credits:
  - During the first sixty (60) calendar days or less, the employee's salary will be reduced to their home position rate of pay on occasions of sick leave or vacation;
  - After the initial sixty (60) calendar days, the employee's salary will be maintained at the higher rate of pay on occasions of sick leave or vacation.
- (f) When the casual opportunity no longer exists, all employees will revert to their original positions or be laid-off, if hired from outside the bargaining unit.

## ARTICLE 11 – LAYOFF AND RECALL

### Bumping Provisions

#### 1. Notice

In the event that the City reduces its permanent position complement, and should that reduction mean the elimination of any permanent CUPE Local 7 position encumbered by a permanent employee, the City shall provide not less than thirty (30) calendar days written notice to the affected permanent employee. The affected permanent employee shall be the most junior permanent employee in the classification in which the reduction is to occur. A copy of such notice shall be concurrently supplied to the Union.

#### 2. Options of Permanent Employees Who Have Received Notice of Layoff

A permanent employee having received a notice of layoff shall have the right to exercise one of the following options:

- To exercise bumping **provisions**, subject to qualifications and seniority.
- To accept the layoff and be placed on a layoff list, eligible for recall.
- To resign.
- To retire if eligible.

#### 3. Notice to Exercise Bumping **Provisions**

A permanent employee who intends to exercise bumping **provisions** shall indicate such in writing to the Human Resources Department, with a copy to CUPE Local 7 within **seven (7) calendar** days of receipt of the notice of layoff. If the employee elects to bump, the parties will identify the bumping option within **fourteen (14) calendar** days of notice from the employee. If the employee fails to indicate such intentions the employee will be deemed to have elected to go on layoff. While every reasonable effort will be made to complete the bumping process for an employee before the layoff date, no employee will be retained in their original position beyond the layoff date.

#### 4. Bumping Order

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

- 1st Priority: A vacant permanent position in the employee's department that is declared eligible by the Director of the Department and agreed to by CUPE Local 7.
- 2nd Priority: A vacant permanent position in another department that is declared eligible by the Director of Human Resources and agreed to by CUPE Local 7.
- 3rd Priority: A permanent position in the employee's department that is held by a casual CUPE Local 7 employee and is declared eligible by the Director of the Department and agreed to by CUPE Local 7.
- 4th Priority: A permanent position held by a casual employee in another department that is declared eligible by the Director of Human Resources and agreed to by CUPE Local 7.
- 5th Priority: A permanent position in the employee's department held by the permanent employee with the least seniority in the department.
- 6th Priority: A permanent position, in another department, which is held by the least senior employee at that level.

##### a) Lateral Bumping

All bumping will be toward another CUPE Local 7 position. An employee may bump to a position that carries the same maximum salary or wage provided the employee is qualified, as determined by the Human Resources Department and agreed to by CUPE Local 7, and has more seniority than a permanent employee who is subject to being bumped. The salary rate will be maintained.

##### b) Downward Bumping

In the event that no permanent position is available at the same maximum hourly wage rate, for which the employee is qualified, or if the employee has insufficient seniority to bump at the same level within the department, the employee may bump to a lower level permanent position for which the employee is qualified, as determined by the Human Resources Department and agreed to by CUPE Local 7. The order of bumping shall be considered level by level in the order as outlined in (4) above.



c) Casual – Non-Permanent Position Bumping

In the event the employee does not bump in accordance with (4a) or (4b) above, the employee may bump a casual CUPE Local 7 employee in a non-permanent position first in the home department and failing that, in an outside department. The casual employee may be laid off as a result.

If the employee fails to bump in accordance with (4a), (4b) or (4c), the employee shall be placed on layoff according to their notice.

5. Offer of a Position

An employee will have **seven (7) calendar** days to consider whether to accept an offer resulting from exercising bumping rights. If the employee does not accept the offer within the **seven (7) calendar** days, the employee will be deemed to have accepted the notice of layoff. Such offer will be made in writing to the employee (copy to the Union) and acceptance of the offer must be provided by the employee in writing.

If an employee accepts a bump to a lower paying position the rate of pay will be the maximum step in the new range or one step lower than the rate the employee was receiving in their former position whichever is the lesser, but in no event shall the rate of pay be lower than the minimum of the new range.

An employee recalled or bumped to a position outside their own classification will be subject to a three (3) month probationary period. If such employee does not prove themselves capable of filling the position concerned, or where the employee requests to be reverted, they shall revert to the provisions stated in (2). If the employee is unsuccessful or wishes to revert in the second instance, they shall be placed on the recall list.

6. Rights of Permanent Employees Bumped

The bumping **provisions** in this clause shall also apply to any permanent employee who has been bumped.

7. Recall of Permanent Employees Bumped

- (a) Should a position become available within six (6) months of the layoff the most senior employee who was laid off shall be recalled in order of seniority, provided the employee possesses the qualifications required for the position to be filled.
- (b) Notice of their recall shall be by registered letter (copy to the Union), which will be sent to their last known address on record with the Human Resources Department.
- (c) It shall be the responsibility of each employee to notify the Human Resources Department of any change in their home address and telephone number.



- (d) Refusal of a recall or failure to answer a recall notice within **seven (7) calendar** days as specified herein shall give the City cause to conclude the employee has resigned.

## ARTICLE 12 - DEATH AND DISABLEMENT BENEFITS

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

"Salary" shall mean the basic rate of pay as from time to time set forth in the schedules forming part of this Agreement and where the schedule sets forth pay ranges, it shall refer to the step in the range enjoyed by the employee at the time of death or disability, but shall not include superior duty pay. However, where an employee has received superior duty pay for six (6) or more continuous months immediately prior to their death or disability, "salary" shall mean the basic rate of pay as from time to time set forth in the schedules forming part of this Agreement and where the schedule sets forth pay ranges, it shall refer to the step in the range enjoyed by the employee, including superior duty pay, at the time of death or disability.

"Dependent Child" of an employee means an unmarried child who is less than eighteen (18) years of age or is eighteen (18) or more years of age but less than twenty-five (25) years of age and is in full time attendance at a school or university, and may include a handicapped child who is wholly dependent on the employee.

"Disability" or "Disabled" shall mean a disability resulting from an employee's employment with the City which is certified as rendering the employee unable to perform the duties of his/her employment with the City.

"Certified" in relation to an employee's disability means certified at the request and the expense of the City by two qualified medical practitioners, one of whom shall be named by the City and the other by the Union.

### A. Death Benefits in case of death of an employee occurring after December 31, 1982.

1. a) In the event of the death of a permanent employee, the City shall guarantee to the surviving spouse and dependent children an amount equal to 95% of the amount of the monthly salary such employee would have received if living and continuing in the employ of the City in the same or equivalent classification and step in the pay range in which the employee was employed at the time of death.
- b) In the event of the subsequent death of the surviving spouse, the benefit shall, continue to be payable, effective the first (1st) day of the month following the death of the surviving spouse at the rate of 20% of the gross applicable monthly salary for each dependent child with the maximum benefit payable under this provision not to exceed 80% of the gross applicable monthly salary.

- c) In the event of the death of a permanent employee leaving no surviving spouse, but a dependent child or children, the benefit shall be payable effective immediately at the rate of 20% of the gross applicable monthly salary for each dependent child with the maximum benefit payable under this provision not to exceed 80% of the gross applicable monthly salary.
- 2. In calculating the amount to be paid by the City in any month, the following items may be deducted from the salary from time to time in effect:
  - a) Any taxes or other deductions required by law and, until the date on which the employee would have reached **normal** retirement age (**month of 65<sup>th</sup> birthday**) had he/she lived, 95% of the amount the employee would have been required to pay toward superannuation under the Pension Bylaw of the City.
  - b) The amount of any pension, annuity or insurance settlement not personally contracted for by such deceased employee, the surviving spouse or dependent children otherwise than by virtue of the employment of such employee. Such deductible amounts shall include but not be specifically limited to any benefits paid by the Workers' Compensation Board, the City of Regina, the Canada Pension Plan (Primary Benefits only), the Criminal Injuries Compensation Board or a claim or suit in tort made against any person in respect of the death of such employee. In the event the foregoing benefits take the form of a lump sum settlement rather than a monthly allowance, such amounts shall be spread over a ten (10) year period to determine the monthly amount deductible. With the exception of proceeding with litigation, it shall be the responsibility of the employee's estate to apply for every benefit available before taking advantage of the provisions of this Clause. The City will provide to the employee's estate reasonable assistance to facilitate the recovery of all such benefits referred to in this Section (2) (b) except in respect to any suit in tort.
- 3. The City's liability hereunder shall continue:
  - a) In the event of the death of an employee leaving a surviving spouse and/or dependent child or children.
  - b) In the event of the death of an employee leaving no surviving spouse but a dependent child or children until they cease to be considered dependents under the definition hereinbefore set forth in this Article.
  - c) In no event beyond the date at which such deceased employee would have been entitled to full and **normal** pension retirement (**month of 65<sup>th</sup> birthday**) from the City had their death not occurred, at which time the pension shall be paid to the surviving spouse and dependent children as provided for in the Civic Pension Plan.

4. In the event a surviving spouse abandons or deserts any dependent children the City shall have the right to direct that any payment forthcoming, by virtue of these provisions, shall be paid to the benefit of such children.
  5. Notwithstanding any of the foregoing, the City shall not be liable hereunder with respect to the death of any employee which shall occur:
    - a) As a result of an accident obviously not related to his/her duties and employment as an employee of the City, or,
    - b) As a result of an illness obviously not contracted by reasons of his/her duties and employment as an employee of the City.
- B. Consideration for disability benefits shall be given to applications received by the City after December 31, 1982, as per the following:
1. In the event a permanent employee becomes disabled, upon application by the employee or spouse of the employee or the Director of the Department, the employee shall be entitled to full salary for the first two (2) years of such disability and thereafter 90% of full salary subject to the provisions of Clause (4) of this Section.
  2. In calculating the amount to be paid by the City in any month, the following items may be deducted from the salary from time to time in effect:
    - a) Any taxes or other deductions required by law, and for the first two (2) years of their disability 100% and thereafter 90% of the amount the employee would have been required to pay toward superannuation under the Pension Bylaw of the City.
    - b) The amount of any pension, annuity or insurance settlement not personally contracted for by such employee, the employee's spouse or dependent children otherwise than by virtue of the employment of such employee. Such deductible amounts shall include, but not be specifically limited to, any benefits paid by the Workers' Compensation Board, the City of Regina, the Canada Pension Plan (Primary Benefits only), the Criminal Injuries Compensation Board or a claim or suit in tort made against any person in respect of the disablement of such employee. In the event the foregoing benefits take the form of a lump sum settlement rather than a monthly allowance, such amounts shall be spread over a ten (10) year period to determine the monthly amount deductible. With the exception of proceeding with litigation, it shall be the responsibility of the employee to apply for every benefit available before taking advantage of the provisions of this Clause. The City will provide to the employee, reasonable assistance to facilitate the recovery of all such benefits referred to in this Section (2) (b) except in respect to any suit in tort.

- c) Fifty (50%) percent of the gross amount of any remuneration an employee receives should the employee become gainfully employed, outside the City, provided the said 50% is less than the benefit payable under the provisions of this Clause.
- 3. The City shall not be liable to pay disability benefits if:
  - a) The employee secures gainful employment outside of the City for which the remuneration exceeds the benefit payable under the provisions of this Clause by 50% or more, or
  - b) In the event the disablement resulted from an accident obviously not related to his/her duties and employment as an employee of the City, or
  - c) In the event the disablement resulted from an illness obviously not contracted by reasons of his/her duties and employment as an employee of the City.
  - d) On and after the date such employee would have been **normally** retired (**month of 65<sup>th</sup> birthday**) under the provisions of the Civic Pension Plan, at which time the employee will be paid a pension in accordance with the provisions of the Civic Pension Plan.
  - e) In the event, and on the date an Income Continuance Plan is implemented provided the benefits of such Plan are at least equal to the provisions of this Clause. However, should such Income Continuance Plan subsequently be terminated, the provisions of this Article shall forthwith be restored.
  - f) On death of the employee, in which event, the provisions of Section (A) will apply.
- 4.
  - a) Not more frequently than once every twelve (12) months following the commencement of an employee's disability the City may request that the disability be certified.
  - b)
    - (i) Whereupon a program of rehabilitation is made available at the expense of the City and the medical practitioners certify that the program may enable the employee to perform the duties of a position within the scope of this Agreement and the Regina Civic Employees' Union, Local 21 Agreement, the employee shall receive full salary of their original position while participating in such program.
    - (ii) If an employee elects not to participate in a program of rehabilitation that is certified as being appropriate for such employee, the benefit shall be reduced by 50% of full salary for the first two (2) years from the date of application for Article 12 and to 45% of full salary thereafter.

- (iii) If at the completion of such program or any earlier date it is certified that the employee's disability will not enable the employee to perform the duties of such position, the employee shall continue to receive the benefits to which the employee is entitled by reason of his/her disability.
  - c)
    - (i) Whereupon a disabled employee is offered a permanent position within the scope of this Agreement or the Regina Civic Employees' Union, Local 21 Agreement, which the employee is certified as being able to perform, and the employee accepts such offer, he/she shall be paid at least the current rate of his/her former position. The City shall make such offer only to an employee who is qualified by education, training and experience to perform the duties of the position offered.
    - (ii) An employee who is certified as able and qualified to fill a permanent position, who elects not to accept such offer shall have the disability benefits reduced by 50% of full salary for the first two (2) years from the date of application for Article 12 and to 45% of full salary thereafter.
- 5. The City is obliged to continue to strive to identify alternate employment within the City taking into consideration the fullest capabilities of the employee.
- 6. A permanent employee who is disabled as provided in this Article shall continue to be an employee of the City until their death or until the normal retirement age (month of 65<sup>th</sup> birthday) is reached, whichever be the sooner. Upon reaching retirement age the employee shall be paid his/her pension. An employee receiving benefits under this Article will not accrue sick leave and vacation credits unless rehabilitated and employed in alternate employment as hereinbefore provided.

C. Medical Tribunal

- 1.
  - a) Whenever there is any difference of medical opinion with respect to any question related to the death or disability of a permanent employee, such difference shall be referred to a Medical Tribunal.
  - b) The request to establish a Medical Tribunal must be submitted by the City or the Union not later than sixty (60) **calendar** days following notice of the difference of medical opinion.
  - c) The Medical Tribunal shall consist of a Doctor nominated by the Union, a Doctor nominated by the City and a Doctor appointed as Chairperson by the Regina District Medical Society. The majority decision of the tribunal shall be final and binding upon all parties concerned.

2. The expenses of each party's nominee shall be borne by them and the expenses of the Chairperson shall be shared equally.

#### ARTICLE 13 - WORKERS' COMPENSATION SUPPLEMENT

1. When a probationary or permanent employee is injured in the course of their employment with the City and it is deemed Workers' Compensation Benefits are payable under the Workers' Compensation Act, the City shall pay to such employee an amount per day based on their regular basic wage rate at the date of injury.

The calculated amount of payment per day shall, when added to the amount of Workers' Compensation payment be equal to the net amount that such employee would have received as net income after deduction for income tax, Canada Pension Plan, Civic Pension Plan, Employment Insurance, benefit plan payments, union dues and any other personally authorized deductions would have been made.

The employer benefits payable shall be directly offset by disability benefits payable from any other government agency or board.

In the event the Workers' Compensation Board determines that the injury is not compensable under the Act, the amount advanced by the City under this policy shall be reimbursed by the employee.

2. The Workers' Compensation Board benefits, as referred to in clause (1) shall not be considered as including "pension payments" or "cash settlement payments" or "an award for permanent physical impairment" or "Workers' Compensation Board long term earnings loss."
3. The City's obligation under this Article shall cease when the Workers' Compensation Board adjudicates that the employee is fit for suitable employment excepting where employment assistance payments are paid by the Workers' Compensation Board.
4. An employee receiving benefits under this Article for a period of twelve (12) consecutive months or more shall not be entitled to vacation credits as provided for in this Agreement.

#### ARTICLE 14 – HEALTH AND SAFETY

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



B. Transportation of Accident Victims

Transportation to the nearest hospital for employees requiring emergency medical care as a result of a work accident or illness shall be at the expense of the employer.

C. Anti-Harassment

The City and the Union, jointly affirm that every employee shall be entitled to a respectful workplace, and **shall** encourage and promote a work environment free of discrimination, harassment, conflict and violence through awareness and education for all employees.

ARTICLE 15 – BENEFIT PLANS

A. Group Life Insurance

1. The City agrees to maintain a Group Life Insurance Plan for the protection of permanent employees and the terms and conditions of which shall be agreed by the parties hereto.
2. All permanent employees who now or hereafter participate as members of the Group Life Insurance Plan shall, as a condition of their continuing in the employ of the City, maintain their membership in the plan during their entire employment with the City.
3. All new employees who are appointed to permanent positions shall upon commencing employment with the City, as a condition of their employment, make application for Group Life Insurance.

B. Dental Plan

Effective January 1, 1994, a 50/50 cost shared Dental Plan will be implemented for all permanent employees. Participation in the plan shall be optional for all existing permanent employees and mandatory for all employees who become permanent after January 1, 1994.

Effective January 1, 2011, enrollment in the Dental Plan shall be mandatory for casual employees with 1907 hours or more seniority.

C. Medical Plan

Effective July 1, 2007, the City of Regina shall provide an Employer funded plan for all eligible employees.

Effective January 1, 2011, enrollment in the Medical Plan shall be mandatory for casual employees with 1907 hours or more seniority.

**D. Long Term Disability**

The Long Term Disability Plan, in respect of members of the Union, shall be that adopted by the Council of the City of Regina under Bylaw 9566 and amendments thereto.

**E. Pension Plan**

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

**ARTICLE 16 - HOURS OF WORK**

1. The normal hours of work covered by this Agreement shall be under the 5/5/4 work week. This includes two (2) weeks of thirty-nine (39) hours and ten (10) minutes and one (1) week of thirty-one (31) hours and twenty (20) minutes in a three (3) week period from 8:00 am to 4:45 pm, with fifty-five (55) minutes for the luncheon period, Monday through Friday.
2. The normal hours of work for mail clerks shall be under the 5/5/4 work week. This includes two (2) weeks of forty-two (42) hours and thirty (30) minutes and one (1) week of thirty-four (34) hours in a three (3) week period with one-half (1/2) hour for the luncheon period, Monday through Friday.
3. Employees will work the 5/5/4 work week under the following provisions:
  - a) Employees would receive an earned day off in a three-week period.
  - b) The earned day off would be scheduled adjacent to the employee's day off and day of rest and predetermined on a yearly basis wherever possible.
  - c) There shall be no banking of earned days off except under special circumstances and with the approval of the Director of the Department.
4. **Hours of work for casual employees shall be governed by the Laws of the Province of Saskatchewan and regulations thereunder except where by agreement, such hours of work respecting certain classes of employees may be less than are prescribed by the said statutes or regulations.**
5. The normal hours of work for such other classes of employees as may be hereafter covered by this Agreement, shall be as determined by negotiations between the City and the Union.



6. Job Share

A Job Share is where a permanent employee wishes to share his/her full time position and where such an arrangement is deemed operationally feasible, a job sharing arrangement may be mutually agreed upon between the City and the Union under a Letter of Understanding.

7. Flex-Time

Where the City or a permanent employee wishes to modify work times and where such an arrangement is deemed operationally feasible, a flex-time arrangement may be mutually agreed upon between the City and the Union **under a Letter of Understanding.**

ARTICLE 17 - OVERTIME

1. Employees working the 5/5/4 work week, who are required to work in excess of seven (7) hours and fifty (50) minutes in one day or thirty-nine (39) hours and ten (10) minutes in one week, shall be paid at the rate of double time for all hours so worked.
2. Employees who are required to work on their weekly day off, day of rest or earned day off, shall be paid at the rate of double time for all hours so worked.
3. Employees working under the 5/5/4 work week when a **statutory** holiday occurs in any week, the normal hours of work in that week shall be reduced from forty-two (42) hours and thirty (30) minutes to thirty-four (34) hours, and thirty-nine (39) hours and ten (10) minutes to thirty-one (31) hours and twenty (20) minutes where appropriate.
4. All overtime shall be paid on the basis of the salary paid to the employee at the time he/she is working such overtime.
5. All employees called out to work overtime and having left the job before being so called out, shall be paid at the rate of double their regular rate of pay for each hour or portion thereof they are required to work overtime on such call out. It is further provided, they shall be paid a minimum of four (4) hours at their regular rate of pay for each call out provided for in this Clause.
6. Notwithstanding the provisions of this Article, at the discretion of the **Director of the Department**, permanent employees **only** may bank overtime in lieu of overtime pay.
  - **The overtime account shall accumulate at the rate of pay at which the overtime is earned.**
  - **The overtime shall be drawn down at the employees' rate of pay when the time in lieu is taken.**

ARTICLE 18 – CLASSIFICATION /RATES OF PAYA. Payment of Wages and Increments

1. All employees shall be paid bi-weekly every second Tuesday.
2. All employees who come on payroll after January 1, 1989 will be paid via direct deposit.

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

3. In-Hiring Rates of Pay

The in-hiring rates of pay shall be the minimum rate provided for each classification in the pay schedule provided, however, that when no qualified person can be secured at the minimum rate, the Director of Human Resources shall inform the Union and, after the situation has been discussed, the in-hiring rate on original employment may be any rate above the minimum but not exceeding the maximum.

4. Merit Rating

- a) Increases within the various pay grades shall be in accordance with a recognized method of employee Merit Rating. It is understood and agreed, however, that no employee shall be entitled to a salary increase unless their individual merit rating for the particular period under consideration is favourable.
- b) Upon request, the employee shall have the right to a review of their merit rating with their supervisor or the Director of the Department.
- c) Employees, who consider they have been improperly merit rated by their department, shall have the right to appeal for a review of their rating, in accordance with the grievance procedure set forth in Article 8 of this Agreement.

5. General Increase

In addition to any salary increases which may be forthcoming by virtue of Article 18 (A) (4), general increases in salaries shall be forthcoming to all persons covered by this Agreement as Council determines.

B. Schedules to Govern

1. Whenever there is any conflict between any Schedules hereto and the terms within the Agreement, the provisions of the Schedules shall govern.
2. Unless specifically set out in the Schedules hereto attached, where graduated rates of pay are provided for, the employees shall receive an increase in pay only on the approval of the Director of the Department.
3. Where new permanent positions are hereafter created by the City, they shall, unless otherwise mutually agreed, be included in the appropriate Schedule hereto. In case of a dispute, as to their inclusion or exclusion from the Collective Bargaining Unit, same shall be submitted to the Labour Relations Board for a ruling.

C. Classifications and Joint Council

1. a) Allocation of Positions  
Allocation of positions to the various pay grades shall be made by the Human Resources Department through the medium of a recognized job evaluation or position classification system.
- b) Existing Positions  
  
When the Union considers that a position, within the scope of this Agreement, has been improperly classified, the Union may apply to the Director of Human Resources for a mutual review of the disputed classification. Failing to secure satisfaction from such mutual review, the Union and/or the Director of Human Resources may then apply to the City Manager for a decision. In the event the decision of the City Manager is not satisfactory to the Union or the Director of Human Resources either party may then apply to have the dispute referred to a Joint Council pursuant to C (2) of this Article.
- c) New Positions  
  
When a new position of a permanent nature is created, the Union and the Director of Human Resources shall, if possible, agree upon an appropriate classification and rate of pay. In the event mutual agreement cannot be achieved, the Director of Human Resources shall establish a rate of pay and same shall be maintained pending negotiations with the Union. The rate of pay finally agreed upon between the two (2) parties shall be retroactive in respect of any employee hired at a lower rate.

## 2. Joint Council

- a) At the request of the Union or the Human Resources Department, mutual arrangements shall be made to establish a Joint Council for the purpose of settling disputes pertaining to the classification, reclassification and allocation to the appropriate Pay Grade of positions covered by this Agreement.
- b) The Joint Council herein referred to shall consist of one member appointed by the Union, one member appointed by the City and a Chairperson acceptable to both parties. It being understood and agreed, the recommendation of the Joint Council shall be final and **shall be retroactive to the date the application was first lodged.**

### D. Promotion or Reclassification to a Higher Paid Position

When an employee is promoted or reclassified to a higher paid position, they shall be paid the minimum step in the new range, or one step higher than the rate they were receiving in their former position, whichever is the greater, but in no event shall their rate of pay exceed the maximum of the new range.

### E. Demotion

When an employee is demoted to a lower paid position, they shall be paid the maximum step in the new range or one step lower than the rate they were receiving in their former position whichever is the lesser, but in no event shall their rate of pay be lower than the minimum of the new range.

### F. Lateral Transfer

When an employee takes a lateral transfer, they shall be paid at their present rate of pay at the time of the transfer and there shall be no change in their anniversary date.

## ARTICLE 19 – PREMIUM PAY AND ALLOWANCES

### A. Superior **Duty**

1. An employee who is required to temporarily replace another employee in a higher paid position will receive superior duty pay only if they have worked the daily full-time hours (7.83) of the higher paid position.
2. In the event the assignment is for a period of sixty (60) calendar days or less, the employee's salary will be reduced to their home position rate of pay on occasions of sick leave or vacation.

3. In the event the assignment is for a period of greater than sixty (60) calendar days, the following shall apply:
  - a) During the first sixty (60) calendar days or less, the employee's salary will be reduced to their home position rate of pay on occasions of sick leave or vacation;
  - b) After the initial sixty (60) calendar days, the employee's salary will be maintained at the higher rate of pay on occasions of sick leave or vacation.
4. Under no circumstances, however, shall an employee be paid a higher rate than the maximum rate which has been established for the higher paid position.
5. **Superior Duties – Within Bargaining Unit**
  - a) Superior duty pay shall be the minimum rate which has been established for the higher paid position. However, if the employee's regular rate of pay exceeds the minimum rate which has been established for the higher paid position, they shall be paid at a rate of pay equivalent to one pay step higher than their own rate of pay.
  - b) An employee, having attained the maximum step of their home pay class for a minimum of one (1) year, having worked in the superior duty position for one (1) year without interruption, shall receive an additional step in the acting pay class and an additional step for each year thereafter that the employee continues to act in the superior duty position, subject to the maximum of the higher class.
  - c) The substitute employee shall be the senior qualified employee as per Article 10(2)(a) in the division (or section(s) as mutually agreed between the parties), then within the department in which the substitution is to be made.
6. **Superior Duties - Outside Bargaining Unit**
  - a) When an employee is required to replace the incumbent of any one higher paid position not included in the Local 7 bargaining unit, they shall be paid an additional amount equal to **six (6) percent of their normal rate of pay or the minimum hourly rate of pay for the position in which they are performing superior duty, whichever is greater.**
  - b) Such an employee continuously performing in the higher paid position and having attained the maximum step of his/her home range for a minimum of one (1) year shall receive an additional five (5) percent and five (5) percent each year thereafter that the employee continues to act in the superior duty position.

**B. Differential Pay**

1. In addition to the regular wage and salary rates provided in this Schedule, a differential in the amount of fifty (50) cents per hour shall be paid to employees whose majority of hours of work fall between the hours of 4:00 p.m. and 8:00 a.m., it being understood that where the employee's majority of hours fall within the above period, they shall receive the differential pay for all regular hours worked.
2. When an employee is normally required to work between the hours of 4:00 p.m. and 8:00 a.m. on a holiday, they shall be paid the differential pay in addition to premium pay for working on the holiday.
3. Differential Pay shall not be paid when an employee is being paid overtime, for working hours which are in excess of their normal working hours.
4. Differential Pay shall not form part of the basic wage rates.

**C. Reimbursement for Use of Private Vehicle**

Employees required to use their personal vehicle for City of Regina business shall be reimbursed at the kilometre rate established by City of Regina policy. The Director of Finance shall review the rate every six (6) months against the Saskatchewan Private Transportation Index. Increases or decreases in the Saskatchewan Private Transportation Index (averaged over the six month period) which result in an increase or decrease of one (1) cent or greater will be implemented in the seventh month.

Upon completion of the review, the City will provide the Union with the results accompanied by supporting calculations used to establish the rate.

**ARTICLE 20 – TERMINATION OF EMPLOYMENT**

**1. Dismissal For Misconduct**

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

**2. Termination of Employment**

Notwithstanding the times at which or the manner in which an employee is paid, the employee shall, unless dismissed in accordance with Section 1, hereof, be entitled to receive written notice in accordance with the Labour Standards Act, that the employee's services are no longer required by the City and, in turn, each employee shall be required to give two (2) weeks' notice to the City of intention to terminate employment with the City. It is understood and agreed, however, that employees who are dismissed, in

accordance with the provisions of Section 1 shall not be entitled to any notice or payment as provided for in this Section.

**Casual employees who have been continuously in the employ of the City for three (3) months or more shall be entitled to receive at least one (1) week's written notice of termination of employment or lay-off unless dismissed under the provisions of (1) above.**

**All casual employees with less than three (3) months' continuous employment with the City shall not be entitled to the foregoing provision.**

## ARTICLE 21 - TRAINING

### 1. Training for Promotion

The City and the Union recognize the desirability of training for promotion, if in the opinion of the Director of the Department, it is necessary. It being understood such training be made available to the employees of the Department on the basis of seniority, if practicable. The need to provide such additional or special training may be the subject of negotiation between the Director of the Department and the Union.

### 2. Automation

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

## ARTICLE 22 - CLOTHING

The City agrees to supply clothing annually, unless otherwise stated, to employees on the following basis:

### Meter Readers

Jacket -	Two (2) first year (1 winter, 1 summer)
<b>Pants</b> -	Four (4) pair first year and two (2) pair each year thereafter
Shirt -	Two (2) long-sleeved and two (2) short sleeved shirts
<b>Hat</b> -	One (1) summer (baseball type) and one (1) winter toque
Parka -	One (1) every <b>five (5)</b> years
Gloves -	One (1) pair leather gloves, and one (1) pair of mitts



Mechanical Inspectors, Bylaw Standards Officers, Bylaw Enforcement Officers and Senior Bylaw Standards Officers

Coveralls - One (1) pair as required

ARTICLE 23 – WORKFORCE DIVERSITY

The parties are committed to Employment Equity and the joint development, education, promotion, implementation, monitoring, evaluation and updating of the Employment Equity plan as negotiated between the parties, and approved by the Saskatchewan Human Rights Commission.

ARTICLE 24 - EFFECTIVE DATE

1. This Agreement shall be effective from January 1, **2010**, and shall remain in force and effect until December 31, **2012** and shall continue in force thereafter, unless written notice of a request to negotiate a revision thereof is given by either party to the other, not less than thirty (30) days nor more than sixty (60) days prior to the anniversary date hereof.
2. This Agreement provides for its continuation during any negotiating period and all terms and conditions shall apply, unless otherwise contained, retroactive to **December 1, 2010**, it being understood and agreed, however, any employee having terminated their employment with the City prior to signing this Agreement except for reasons of superannuation or death fails to apply within two (2) months from the date of signing of this Agreement for any of the benefits herein contained shall forfeit any claim for such benefits. The City will also endeavour to locate such employees during the above mentioned time period.

IN WITNESS WHEREOF The Parties hereto have caused these presents to be executed the day and year first above written.

THE CITY OF REGINA

CITY SEAL

J. Surdinski  
CITY CLERK



THE CITY HALL ADMINISTRATIVE STAFF UNION,  
CUPE LOCAL 7

Lorne Chow  
LORNE CHOW, PRESIDENT

UNION SEAL

Sheela Patel  
TREASURER

Gini Kapi  
THE CANADIAN UNION OF PUBLIC EMPLOYEES  
REPRESENTATIVE

## LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF REGINA

AND

CUPE LOCAL 7

Re: Contracting Out - Consultation

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The City of Regina and CUPE Local 7 support the concept that discussions regarding contracting out are beneficial and should occur prior to the commencement of contract work. The discussions are for information purposes only and agreement of the City and the Union is not required prior to the contracting of work.

In order to facilitate discussions, the City will fully disclose its reasons for the tentative decision to contract out or sub-contract such work and give Local 7 an opportunity to suggest ways in which the work might otherwise be performed by members of the bargaining unit.

Signed this 29<sup>th</sup> day of November, 2010 A.D. at Regina, Saskatchewan



On behalf of the City of Regina



On behalf of the Canadian Union of Public  
Employees, Local 7

## LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF REGINA

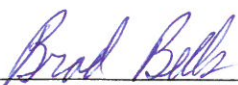
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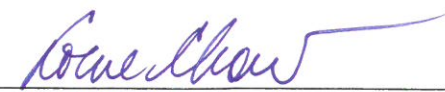
CUPE LOCAL 7

Re: Provision of Space and Time for Union Consultation

The City of Regina will work with Local 7 to identify a designated time and private location, within City Hall, for the Union President or designate to provide counseling to their members on a scheduled basis.

Signed this 29<sup>th</sup> day of November, 2010 A.D. at Regina, Saskatchewan

  
\_\_\_\_\_  
On behalf of the City of Regina

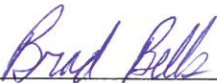
  
\_\_\_\_\_  
On behalf of the Canadian Union of Public  
Employees, Local 7


44  
LETTER OF UNDERSTANDING  
  
BETWEEN  
  
THE CITY OF REGINA  
  
AND  
  
CUPE LOCAL 7

Re: Boot Allowance - Revision of 1987 Reimbursement Policy

Effective January 1, 2002 the City agrees to revise the Reimbursement Policy to cost share safety footwear on a 50/50 basis to a maximum of \$100 for one pair of C.S.A. approved safety footwear per year for all permanent employees and for casual employees with seniority (see May, 1987 Reimbursement Policy). Each department will be responsible for budget and cost control of reimbursement. To qualify for reimbursement an employee must produce a valid purchase receipt. Each employee receiving reimbursement is expected to wear the C.S.A. approved safety footwear at work.

Signed this 29<sup>th</sup> day of November, 2010 A.D. at Regina, Saskatchewan

  
\_\_\_\_\_  
On behalf of the City of Regina

  
\_\_\_\_\_  
On behalf of the Canadian Union of Public  
Employees, Local 7

## CUPE LOCAL 7

## Salary Schedule - Effective January 1, 2010

<u>Pay Class</u>	<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
1	Council Page				\$14.25 \$27,169	\$15.12 \$28,828
2	Vacant		\$13.44 \$25,625	\$14.25 \$27,169	\$15.12 \$28,828	\$16.00 \$30,506
3	Vacant		\$14.25 \$27,169	\$15.12 \$28,828	\$16.00 \$30,506	\$16.93 \$32,279
4	Central Irrigation Operator Clerk Typist III Forestry Clerk <b>Management Information Clerk</b>		\$15.12 \$28,828	\$16.00 \$30,506	\$16.93 \$32,279	\$17.99 \$34,300
	*Mail Clerk (40 Hours Per Week)		\$13.89 \$28,891	\$14.74 \$30,659	\$15.61 \$32,469	\$16.60 \$34,528
5	<b>Bylaw Clerk</b> Clerk Typist IV Data Input Clerk II Fire Services Clerk Licensing & Municipal Fines Control Clerk <b>Print Services Clerk</b> Processing Clerk I Reassessment Customer Service Clerk Records Services Clerk I		\$16.00 \$30,506	\$16.93 \$32,279	\$17.99 \$34,300	\$19.17 \$36,550
6	Assessment Customer Service Clerk Claims & Insurance Clerk Clerk Typist V <b>Customer Support Clerk</b> I.S. Administration Clerk Pension & Benefits Clerk Planning Assistant Processing Clerk II <b>Property Administration Clerk</b> Records Services Clerk II Records Support Clerk Taxation Customer Service Clerk <b>Utility Billing Customer Service Clerk</b>		\$16.93 \$32,279	\$17.99 \$34,300	\$19.17 \$36,550	\$20.26 \$38,628
7	Accounting Clerk III Assessment Research Assistant Cash Management Clerk Committee & Records Support Clerk <b>Communications Assistant</b> Development & Infrastructure Clerk		\$16.93 \$32,279	\$17.99 \$34,300	\$19.17 \$36,550	\$20.26 \$38,628 \$21.55 \$41,087

## CUPE LOCAL 7

Salary Schedule - Effective January 1, 2010

<u>Pay Class</u>	<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
7	Drafting Technician I <b>Information Preservation Technician</b> Jr. CAD Technician Parks & Open Space Services Clerk Real Estate Clerk Tax Enforcement Clerk TIPPS Program Clerk					
8	Accounting Clerk IV <b>Accounts Payable Clerk</b> Administrative Secretary Board Of Revision Assistant Business Systems Clerk Bylaw & Records Clerk <b>Community Investment Clerk</b> Councillor Secretary Digital Print Technician <b>Historical Information &amp; Preservation Supervisor</b> Licensing & Municipal Fines Officer Meter Reader Press Operator <b>Purchasing Clerk</b> Reassessment Customer Service Representative Secretary I Secretary To The Fire Chief Senior Bylaw Clerk Utility Billing Clerk Water Meter Clerk	\$17.99 \$34,300	\$19.17 \$36,550	\$20.26 \$38,628	\$21.55 \$41,087	\$23.02 \$43,890
9	Accounting Clerk V Assistant Property Assessor Benefits Officer Cemetery Officer Collection Officer <b>Customer Service Representative II</b> Employee Records Officer <b>Finance Support Representative</b> Legal Assistant Payroll Officer I Pension & Benefits Officer II <b>Print Services Representative</b> Records Info & Reproduction Technician Secretary II Senior Real Estate Clerk	\$19.17 \$36,550	\$20.26 \$38,628	\$21.55 \$41,087	\$23.02 \$43,890	\$24.39 \$46,502



## CUPE LOCAL 7

## Salary Schedule - Effective January 1, 2010

<u>Pay Class</u>	<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
10	Accounting Clerk VI	\$20.26	\$21.55	\$23.02	\$24.39	\$25.91
	<b>City Planner I</b>	\$38,628	\$41,087	\$43,890	\$46,502	\$49,400
	Payroll Officer II					
	Purchasing Agent I					
	Residential Building Inspector I					
	Supervisor Of City Central					
11	Accountant I	\$21.55	\$23.02	\$24.39	\$25.91	\$27.60
	<b>CAD Technician</b>	\$41,087	\$43,890	\$46,502	\$49,400	\$52,622
	Development Control Officer I					
	<b>Floor Lead</b> (Under Review)					
	GIS Specialist					
	Graphics Technologist					
	Landscape Design Technologist					
	<b>Pension Information Consultant</b>					
	<b>Senior Accounting Clerk</b>					
12	<b>Bylaw Enforcement Officer</b>	\$23.02	\$24.39	\$25.91	\$27.60	\$29.40
	Bylaw Standards Officer	\$43,890	\$46,502	\$49,400	\$52,622	\$56,054
	Construction Technologist					
	<b>Control System Support Technologist</b>					
	<b>Development Control Officer II</b>					
	Housing Standards Inspector					
	Payroll Systems Analyst					
	Permit Facilitator					
	Residential Building Inspector II					
13	Accountant II	\$24.39	\$25.91	\$27.60	\$29.40	\$31.31
	Assessor III	\$46,502	\$49,400	\$52,622	\$56,054	\$59,696
	<b>City Planner II</b>					
	Commercial Building Inspector I					
	Community & Social Development Consultant					
	Financial Analyst					
	GIS Planner					
	<b>Infrastructure Records Technician</b>					
	Mechanical Inspector					
	Purchasing Agent II					
	Social Development Consultant					
14	Bylaw Prosecution Officer	\$25.91	\$27.60	\$29.40	\$31.31	\$33.34
	Commercial Building Inspector II	\$49,400	\$52,622	\$56,054	\$59,696	\$63,566
	Mechanical Inspector II					
	Real Estate Officer					
15	Property Assessor	\$27.60	\$29.40	\$31.31	\$33.34	\$35.48
		\$52,622	\$56,054	\$59,696	\$63,566	\$67,646

## CUPE LOCAL 7

Salary Schedule - Effective January 1, 2010

<u>Pay</u> <u>Class</u>	<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
16	Permit Supervisor	\$29.40	\$31.31	\$33.34	\$35.48	\$37.85
	Senior CAD Technician	\$56,054	\$59,696	\$63,566	\$67,646	\$72,165
17	Senior Bylaw Standards Officer	\$31.31	\$33.34	\$35.48	\$37.85	\$40.25
		\$59,696	\$63,566	\$67,646	\$72,165	\$76,741

## CUPE LOCAL 7

## Salary Schedule - Effective January 1, 2011

Pay Class	Classification	Step 1	Step 2	Step 3	Step 4	Step 5
1	Council Page				\$14.54 \$27,722	\$15.42 \$29,400
2	Vacant		\$13.71 \$26,140	\$14.54 \$27,722	\$15.42 \$29,400	\$16.32 \$31,116
3	Vacant		\$14.54 \$27,722	\$15.42 \$29,400	\$16.32 \$31,116	\$17.27 \$32,927
4	Central Irrigation Operator Clerk Typist III Forestry Clerk <b>Management Information Clerk</b>		\$15.42 \$29,400	\$16.32 \$31,116	\$17.27 \$32,927	\$18.35 \$34,986
	*Mail Clerk (40 Hours Per Week)		\$14.17 \$29,474	\$15.03 \$31,262	\$15.92 \$33,114	\$16.93 \$35,214
5	<b>Bylaw Clerk</b> Clerk Typist IV Data Input Clerk II Fire Services Clerk Licensing & Municipal Fines Control Clerk <b>Print Services Clerk</b> Processing Clerk I Reassessment Customer Service Clerk Records Services Clerk I		\$16.32 \$31,116	\$17.27 \$32,927	\$18.35 \$34,986	\$19.55 \$37,274
6	Assessment Customer Service Clerk Claims & Insurance Clerk Clerk Typist V <b>Customer Support Clerk</b> I.S. Administration Clerk Pension & Benefits Clerk Planning Assistant Processing Clerk II <b>Property Administration Clerk</b> Records Services Clerk II Records Support Clerk Taxation Customer Service Clerk <b>Utility Billing Customer Service Clerk</b>		\$17.27 \$32,927	\$18.35 \$34,986	\$19.55 \$37,274	\$20.67 \$39,410
7	Accounting Clerk III Assessment Research Assistant Cash Management Clerk Committee & Records Support Clerk <b>Communications Assistant</b> Development & Infrastructure Clerk	\$17.27 \$32,927	\$18.35 \$34,986	\$19.55 \$37,274	\$20.67 \$39,410	\$21.98 \$41,907

## CUPE LOCAL 7

## Salary Schedule - Effective January 1, 2011

Pay Class	Classification	Step 1	Step 2	Step 3	Step 4	Step 5
7	Drafting Technician I <b>Information Preservation Technician</b> Jr. CAD Technician Parks & Open Space Services Clerk Real Estate Clerk Tax Enforcement Clerk TIPPS Program Clerk					
8	Accounting Clerk IV <b>Accounts Payable Clerk</b> Administrative Secretary Board Of Revision Assistant Business Systems Clerk Bylaw & Records Clerk <b>Community Investment Clerk</b> Councillor Secretary Digital Print Technician <b>Historical Information &amp; Preservation Supervisor</b> Licensing & Municipal Fines Officer Meter Reader Press Operator <b>Purchasing Clerk</b> Reassessment Customer Service Representative Secretary I Secretary To The Fire Chief Senior Bylaw Clerk Utility Billing Clerk Water Meter Clerk	\$18.35 \$34,986	\$19.55 \$37,274	\$20.67 \$39,410	\$21.98 \$41,907	\$23.48 \$44,767
9	Accounting Clerk V Assistant Property Assessor Benefits Officer Cemetery Officer Collection Officer <b>Customer Service Representative II</b> Employee Records Officer <b>Finance Support Representative</b> Legal Assistant Payroll Officer I Pension & Benefits Officer II <b>Print Services Representative</b> Records Info & Reproduction Technician Secretary II Senior Real Estate Clerk	\$19.55 \$37,274	\$20.67 \$39,410	\$21.98 \$41,907	\$23.48 \$44,767	\$24.88 \$47,436

## CUPE LOCAL 7

## Salary Schedule - Effective January 1, 2011

Pay Class	Classification	Step 1	Step 2	Step 3	Step 4	Step 5
10	Accounting Clerk VI	\$20.67	\$21.98	\$23.48	\$24.88	\$26.43
	<b>City Planner I</b>	\$39,410	\$41,907	\$44,767	\$47,436	\$50,392
	Payroll Officer II					
	Purchasing Agent I					
	Residential Building Inspector I					
	Supervisor Of City Central					
11	Accountant I	\$21.98	\$23.48	\$24.88	\$26.43	\$28.15
	<b>CAD Technician</b>	\$41,907	\$44,767	\$47,436	\$50,392	\$53,671
	Development Control Officer I					
	<b>Floor Lead</b> (Under Review)					
	GIS Specialist					
	Graphics Technologist					
	Landscape Design Technologist					
	<b>Pension Information Consultant</b>					
	<b>Senior Accounting Clerk</b>					
12	<b>Bylaw Enforcement Officer</b>	\$23.48	\$24.88	\$26.43	\$28.15	\$29.99
	Bylaw Standards Officer	\$44,767	\$47,436	\$50,392	\$53,671	\$57,179
	Construction Technologist					
	<b>Control System Support Technologist</b>					
	<b>Development Control Officer II</b>					
	Housing Standards Inspector					
	Payroll Systems Analyst					
	Permit Facilitator					
	Residential Building Inspector II					
13	Accountant II	\$24.88	\$26.43	\$28.15	\$29.99	\$31.94
	Assessor III	\$47,436	\$50,392	\$53,671	\$57,179	\$60,897
	<b>City Planner II</b>					
	Commercial Building Inspector I					
	Community & Social Development Consultant					
	Financial Analyst					
	GIS Planner					
	<b>Infrastructure Records Technician</b>					
	Mechanical Inspector					
	Purchasing Agent II					
	Social Development Consultant					
14	Bylaw Prosecution Officer	\$26.43	\$28.15	\$29.99	\$31.94	\$34.01
	Commercial Building Inspector II	\$50,392	\$53,671	\$57,179	\$60,897	\$64,844
	Mechanical Inspector II					
	Real Estate Officer					
15	Property Assessor	\$28.15	\$29.99	\$31.94	\$34.01	\$36.19
		\$53,671	\$57,179	\$60,897	\$64,844	\$69,000

## CUPE LOCAL 7

## Salary Schedule - Effective January 1, 2011

Pay Class	Classification	Step 1	Step 2	Step 3	Step 4	Step 5
16	Permit Supervisor	\$29.99	\$31.94	\$34.01	\$36.19	\$38.61
	<b>Senior CAD Technician</b>	\$57,179	\$60,897	\$64,844	\$69,000	\$73,614
17	Senior Bylaw Standards Officer	\$31.94	\$34.01	\$36.19	\$38.61	\$41.06
		\$60,897	\$64,844	\$69,000	\$73,614	\$78,285

CUPE LOCAL 7  
Salary Schedule - Effective January 1, 2012

Pay Class	Classification	Step 1	Step 2	Step 3	Step 4	Step 5
1	Council Page				\$14.90 \$28,408	\$15.81 \$30,143
2	Vacant		\$14.05 \$26,788	\$14.90 \$28,408	\$15.81 \$30,143	\$16.73 \$31,898
3	Vacant		\$14.90 \$28,408	\$15.81 \$30,143	\$16.73 \$31,898	\$17.70 \$33,747
4	Central Irrigation Operator Clerk Typist III Forestry Clerk <b>Management Information Clerk</b>		\$15.81 \$30,143	\$16.73 \$31,898	\$17.70 \$33,747	\$18.81 \$35,863
	*Mail Clerk (40 Hours Per Week)		\$14.52 \$30,202	\$15.41 \$32,053	\$16.32 \$33,946	\$17.35 \$36,088
5	<b>Bylaw Clerk</b> Clerk Typist IV Data Input Clerk II Fire Services Clerk Licensing & Municipal Fines Control Clerk <b>Print Services Clerk</b> Processing Clerk I Reassessment Customer Service Clerk Records Services Clerk I		\$16.73 \$31,898	\$17.70 \$33,747	\$18.81 \$35,863	\$20.04 \$38,208
6	Assessment Customer Service Clerk Claims & Insurance Clerk Clerk Typist V <b>Customer Support Clerk</b> I.S. Administration Clerk Pension & Benefits Clerk Planning Assistant Processing Clerk II <b>Property Administration Clerk</b> Records Services Clerk II Records Support Clerk Taxation Customer Service Clerk <b>Utility Billing Customer Service Clerk</b>		\$17.70 \$33,747	\$18.81 \$35,863	\$20.04 \$38,208	\$21.19 \$40,401
7	Accounting Clerk III Assessment Research Assistant Cash Management Clerk Committee & Records Support Clerk <b>Communications Assistant</b> Development & Infrastructure Clerk	\$17.70 \$33,747	\$18.81 \$35,863	\$20.04 \$38,208	\$21.19 \$40,401	\$22.53 \$42,956



## CUPE LOCAL 7

## Salary Schedule - Effective January 1, 2012

Pay Class	Classification	Step 1	Step 2	Step 3	Step 4	Step 5
7	Drafting Technician I <b>Information Preservation Technician</b> Jr. CAD Technician Parks & Open Space Services Clerk Real Estate Clerk Tax Enforcement Clerk TIPPS Program Clerk					
8	Accounting Clerk IV <b>Accounts Payable Clerk</b> Administrative Secretary Board Of Revision Assistant Business Systems Clerk Bylaw & Records Clerk <b>Community Investment Clerk</b> Councillor Secretary Digital Print Technician <b>Historical Information &amp; Preservation Supervisor</b> Licensing & Municipal Fines Officer Meter Reader Press Operator <b>Purchasing Clerk</b> Reassessment Customer Service Representative Secretary I Secretary To The Fire Chief Senior Bylaw Clerk Utility Billing Clerk Water Meter Clerk	\$18.81 \$35,863	\$20.04 \$38,208	\$21.19 \$40,401	\$22.53 \$42,956	\$24.07 \$45,892
9	Accounting Clerk V Assistant Property Assessor Benefits Officer Cemetery Officer Collection Officer <b>Customer Service Representative II</b> Employee Records Officer <b>Finance Support Representative</b> Legal Assistant Payroll Officer I Pension & Benefits Officer II <b>Print Services Representative</b> Records Info & Reproduction Technician Secretary II Senior Real Estate Clerk	\$20.04 \$38,208	\$21.19 \$40,401	\$22.53 \$42,956	\$24.07 \$45,892	\$25.50 \$48,618

## CUPE LOCAL 7

## Salary Schedule - Effective January 1, 2012

Pay Class	Classification	Step 1	Step 2	Step 3	Step 4	Step 5
10	Accounting Clerk VI	\$21.19	\$22.53	\$24.07	\$25.50	\$27.09
	<b>City Planner I</b>	\$40,401	\$42,956	\$45,892	\$48,618	\$51,650
	Payroll Officer II					
	Purchasing Agent I					
	Residential Building Inspector I					
	Supervisor Of City Central					
11	Accountant I	\$22.53	\$24.07	\$25.50	\$27.09	\$28.85
	<b>CAD Technician</b>	\$42,956	\$45,892	\$48,618	\$51,650	\$55,006
	Development Control Officer I					
	<b>Floor Lead (Under Review)</b>					
	GIS Specialist					
	Graphics Technologist					
	Landscape Design Technologist					
	<b>Pension Information Consultant</b>					
	<b>Senior Accounting Clerk</b>					
12	<b>Bylaw Enforcement Officer</b>	\$24.07	\$25.50	\$27.09	\$28.85	\$30.74
	Bylaw Standards Officer	\$45,892	\$48,618	\$51,650	\$55,006	\$58,609
	Construction Technologist					
	<b>Control System Support Technologist</b>					
	<b>Development Control Officer II</b>					
	Housing Standards Inspector					
	Payroll Systems Analyst					
	Permit Facilitator					
	Residential Building Inspector II					
13	Accountant II	\$25.50	\$27.09	\$28.85	\$30.74	\$32.74
	Assessor III	\$48,618	\$51,650	\$55,006	\$58,609	\$62,422
	<b>City Planner II</b>					
	Commercial Building Inspector I					
	Community & Social Development Consultant					
	Financial Analyst					
	GIS Planner					
	<b>Infrastructure Records Technician</b>					
	Mechanical Inspector					
	Purchasing Agent II					
	Social Development Consultant					
14	Bylaw Prosecution Officer	\$27.09	\$28.85	\$30.74	\$32.74	\$34.86
	Commercial Building Inspector II	\$51,650	\$55,006	\$58,609	\$62,422	\$66,464
	Mechanical Inspector II					
	Real Estate Officer					
15	Property Assessor	\$28.85	\$30.74	\$32.74	\$34.86	\$37.09
		\$55,006	\$58,609	\$62,422	\$66,464	\$70,716

## CUPE LOCAL 7

## Salary Schedule - Effective January 1, 2012

Pay Class	Classification	Step 1	Step 2	Step 3	Step 4	Step 5
16	Permit Supervisor	\$30.74	\$32.74	\$34.86	\$37.09	\$39.58
	<b>Senior CAD Technician</b>	\$58,609	\$62,422	\$66,464	\$70,716	\$75,463
17	Senior Bylaw Standards Officer	\$32.74	\$34.86	\$37.09	\$39.58	\$42.09
		\$62,422	\$66,464	\$70,716	\$75,463	\$80,249

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