

# AGREEMENT

BETWEEN

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



- AND -

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
CUPE LOCAL #160



**JANUARY 1, 2020 TO DECEMBER 31, 2021**

## INDEX

	Page
ARTICLE I - PREAMBLE .....	1
ARTICLE II - DEFINITIONS .....	1
ARTICLE III - RECOGNITION AND NEGOTIATIONS.....	2
3.01 Bargaining Unit.....	2
3.02 No Other Agreements.....	3
3.03 Copies of Agreements .....	3
ARTICLE IV - CHECKOFF AND UNION MEMBERSHIP REQUIREMENTS .....	3
4.01 Maintenance of Membership in the Union.....	3
4.02 Check-Off Payments.....	3
4.03 Deductions .....	3
4.04 Dues Receipts .....	3
4.05 New Employees.....	3
4.06 Work of the Bargaining Unit.....	4
ARTICLE V - NO DISCRIMINATION.....	4
5.01 City Shall Not Discriminate .....	4
ARTICLE VI - LABOUR MANAGEMENT RELATIONS.....	4
6.01 Resolutions and Bylaws of City Council.....	4
6.02 Committees To Be Heard .....	4
6.03 Union Committees .....	4
6.04 Representative of Canadian Union .....	4
6.05 Plural or Feminine Terms May Apply.....	5
6.06 Bulletin Boards .....	5
ARTICLE VII - GRIEVANCE PROCEDURE .....	5
7.01 Definition of Grievance .....	5
7.02 Recognition Of Union Stewards And Grievance Committee.....	5
7.03 Settling Of Grievances.....	5
7.04 Policy Grievances.....	6
7.05 Union May Institute Grievances .....	6
7.06 Replies in Writing.....	6
7.07 Mutually Agreed Changes .....	6
ARTICLE VIII - ARBITRATION.....	6
8.01 Composition of Board of Arbitration .....	6
8.02 Failure to Appoint .....	6
8.03 Board Procedure .....	6
8.04 Decision Of The Board .....	7
8.05 Expenses of the Board .....	7
8.06 Amending of Time Limits .....	7
ARTICLE IX - DISCHARGE, SUSPENSION AND DISCIPLINE .....	7
9.01 Principle of Innocence .....	7
9.02 Discipline Procedure.....	7
9.03 Employee's Record.....	7
9.04 Progressive Discipline .....	7
ARTICLE X - SENIORITY .....	8
10.01 Seniority Defined .....	8
10.02 Seniority List (Permanent Employees).....	8
10.03 Seniority List (Casual & Part-Time Employees).....	8
10.04 Loss of Seniority .....	8
ARTICLE XI - PROMOTIONS AND STAFF CHANGES .....	9
11.01 Job Postings.....	9
11.02 Information on Postings.....	9
11.03 Applications For Positions and Vacancies.....	9

11.04	Role of Seniority In Promotions and Transfers.....	9
11.05	Probation Period - Newly Hired & Newly Appointed Employees.....	10
11.06	Workplace Accommodation .....	11
11.07	Older Worker Provision.....	11
11.08	Retirement.....	11
ARTICLE XII - LAYOFFS AND RECALLS.....		11
12.01	Role of Seniority in Layoffs (Permanent Employees) .....	11
12.02	Recall Procedures .....	11
12.03	No New Employees .....	11
12.04	Advance Notice of Layoff.....	11
12.05	Recall/Layoff Casual/Part-Time Employees.....	12
12.06	Contracting Out Work .....	13
ARTICLE XIII - HOURS OF WORK.....		13
13.01	Hours of Work.....	13
13.02	Implementation of 5-5-4 Work Schedule .....	22
ARTICLE XIV – OVERTIME.....		23
14.01	Overtime Defined.....	23
14.02	Compensation For Work Before & After Daily Scheduled Hours .....	23
14.03	Compensation For Work On the 6th Day Not Regularly Scheduled .....	23
14.04	Compensation For Work on Saturday, Sunday, or Earned Day Off (EDO) Not Regularly Scheduled .....	23
14.05	Compensation For Work on Paid Holidays Not Regularly Scheduled.....	23
14.06	Supply Of Meals .....	23
14.07	No Layoff To Compensate For Overtime.....	23
14.08	Emergency Standby .....	24
14.09	Callback Pay Guarantee .....	24
14.10	Time Off In Lieu Of Cash Payment For Overtime.....	25
14.11	Voluntary Overtime .....	25
14.12	Equipment Operator Overtime .....	25
14.13	Continuous Work Overtime Allocation.....	25
14.14	Banked Time Payout .....	25
ARTICLE XV - PAID HOLIDAYS.....		26
15.01	Paid Holidays.....	26
15.02	Compensation For Holidays Falling On Saturday.....	26
15.03	Compensation For Holidays Falling On Sunday.....	26
15.04	Pay For Regularly Scheduled Work On A Holiday .....	26
15.05	Compensation for Holiday Falling on EDO or Other Regularly Scheduled Day Off .....	26
ARTICLE XVI - VACATIONS .....		27
16.01	Length Of Vacation .....	27
16.02	Compensation Of Holiday Falling Within Vacation Schedule .....	27
16.03	Calculation of Vacation Pay .....	27
16.04	Vacation Pay On Termination .....	28
16.05	Vacation Pay On Retirement.....	28
16.06	Preference In Vacations.....	28
16.07	Vacation Schedules .....	28
16.08	Unbroken Vacation Period .....	28
16.09	Approved Leave Of Absence During Vacation .....	28
ARTICLE XVII - SICK LEAVE .....		29
17.01	Sick Leave Defined.....	29
17.02	Annual Paid Sick Leave .....	29
17.03	Accumulation Of Sick Leave .....	29
17.04	Illness In The Family.....	29
17.05	Deductions From Sick Leave .....	29
17.06	Proof Of Illness .....	29
17.07	Sick Leave - Casual Employees .....	30

17.08 Sick Leave Bank.....	30
ARTICLE XVIII - LEAVE OF ABSENCE.....	32
18.01 Leave of Absence For Union Functions .....	32
18.02 Leave of Absence For Full Time Union Or Public Duties.....	32
18.03 Paid Bereavement Leave.....	32
18.04 Time Off For Voting .....	33
18.05 Maternity Leave .....	33
18.06 General Leave .....	35
18.07 Paid Jury Or Court Witness Duty Leave.....	35
18.08 Retirement Leave .....	35
ARTICLE XIX - PAYMENT OF WAGES AND ALLOWANCES .....	35
19.01 Pay Days .....	35
19.02 Pay On Transfer, Lower Rated Job.....	35
19.03 Rate Of Pay On Promotion .....	35
19.04 Pay On Temporary Transfers, Higher Rated Job .....	36
19.05 Salary Overgrading.....	36
19.06 Notice Upon Termination .....	36
19.07 Metric Conversion And Specialized Tools.....	36
19.08 Equipment Pay – Partial Day .....	36
19.09 Acquisition of Equipment – Schedule C .....	36
ARTICLE XX - EMPLOYEE BENEFITS .....	37
20.01 Rest Break.....	37
20.02 Representation On Municipal Employees' Pension Plan Advisory Committee .....	37
20.03 Municipal Employees' Pension Plan .....	37
20.04 Group Benefits.....	37
20.05 Workers' Compensation Pay Supplement.....	38
20.06 Education Leave.....	38
20.07 Change Of Employment.....	39
20.08 Safety Measures.....	39
20.09 Clothing Allowance and Safety Footwear.....	39
20.10 Transportation Of Accident Victims.....	41
20.11 Casual And Non-Permanent Employee Benefits.....	41
20.12 Eyeglasses .....	41
ARTICLE XXI - GENERAL CONDITIONS.....	42
21.01 Proper Accommodation .....	42
21.02 Classifications.....	42
21.03 Continuation of Acquired Rights.....	42
21.04 Technological Change .....	42
21.05 Training Courses .....	42
21.06 Liability Arising From Performance of Duties .....	43
21.07 Temporary Instructor/Training.....	43
ARTICLE XXII - TERM OF AGREEMENT.....	44
22.01 Duration.....	44
22.02 Attached Schedules.....	44
LETTER OF UNDERSTANDING #6.....	45
LETTER OF UNDERSTANDING #8.....	47
LETTER OF UNDERSTANDING #12.....	49
LETTER OF UNDERSTANDING #24.....	51
LETTER OF UNDERSTANDING #28.....	53
LETTER OF UNDERSTANDING #33.....	54
LETTER OF UNDERSTANDING #35.....	59
LETTER OF UNDERSTANDING #36.....	60
LETTER OF UNDERSTANDING #37.....	61
Schedule "A1" - PERM Pay Schedule.....	62
Effective January 1, 2020 - 1.75%.....	62

Effective January 1, 2021 - 1.75%.....	63
Schedule "A2" - Casual/Part-Time Pay Schedule.....	64
Effective January 1, 2020 - 1.75%.....	64
Effective January 1, 2021 - 1.75%.....	65
Schedule "A3" - Duty Pay Schedule.....	66
Effective January 1, 2020 - 1.75%.....	66
Effective January 1, 2021 - 1.75%.....	66
Schedule "A4" - Inactive.....	66
Effective December 30, 2012 .....	66
SCHEDULE "B".....	67
1) Shift Differential .....	67
2) Air Endorsement Examinations.....	67
3) Inclement Weather .....	67
4) Duty Foremen.....	67
5) Mechanics .....	68
6) Dirty Work – Premium Pay.....	68
7) Duty Operator - Rates.....	68
8) Parking Meter Inspector and Supervisor – Special Conditions.....	68
9) Arena Attendant – Special Conditions .....	69
10) Cemetery Rates.....	69
11) Part Time Employees – Special Conditions .....	69
12) Airport Rates .....	70
SCHEDULE "C" – EQUIPMENT LISTS.....	71
EQUIPMENT OPERATOR I .....	71
EQUIPMENT OPERATOR II .....	72
EQUIPMENT OPERATOR III .....	73
EQUIPMENT OPERATOR IV.....	73
EQUIPMENT OPERATOR V.....	74
EQUIPMENT OPERATOR VI.....	74
HEAVY DUTY .....	75
ATTACHMENT A – MODIFIED WORK SICK BANK .....	78

THIS AGREEMENT MADE THIS \_\_\_\_ DAY OF \_\_\_\_\_ A.D., 2022

**BETWEEN:**

**THE CORPORATION OF THE CITY OF PRINCE ALBERT,  
THROUGH THE CITY COUNCIL, hereinafter called  
"The City",**

**OF THE FIRST PART**

**- and -**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS  
LOCAL 160, hereinafter called "The Union"**

**OF THE SECOND PART**

**ARTICLE I - PREAMBLE**

1.01 Whereas it is the desire of both parties to maintain the existing harmonious relations between the City and members of the Union to promote co-operation 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 scales of wages, to encourage economy of operation and elimination of waste and to promote the morale, well-being and security of all employees included in the Bargaining Unit represented by the Union.

**ARTICLE II - DEFINITIONS**

2.01 In this Agreement the expression:

- a) **"City"** means the Corporation of the City of Prince Albert.
- b) **"Employee"** means any person who is employed by the City in any Department excepting the Police Department, Fire & Emergency Services and those represented by Prince Albert Civic Employees' Local Union No.882.
- c) **"Permanent Employee"** means any employee who has been assigned to a job which is recognized as a Permanent position.
- d) **"Casual Employee"** means any employee who is engaged in work of a temporary or seasonal nature.
- e) **"Classification"** means the classification for the various jobs to which employees may be assigned, as described in Appendix "A" of this Agreement.
- f) **"Council or City Council"** means the Council of the City of Prince Albert.
- g) **"Department Head"** means the official in charge of a division as appointed by the City Manager or City Council.

- h) **"Member"** means a member of the Canadian Union of Public Employees and its Local 160, who is also an employee of the City.
- i) **"Part Time"** employee means an employee required to work on an "as required" basis.

## **ARTICLE III - RECOGNITION AND NEGOTIATIONS**

### **3.01 Bargaining Unit**

The City recognizes the Canadian Union of Public Employees and its Local 160 as the sole and exclusive collective bargaining agent for all of its employees save and except the following:

Airport Manager	Greenskeeper
Arts & Cultural Coordinator	Human Resource Coordinator
Assistant City Clerk	Human Resource Consultant
Assistant Director of Financial Services	Information Technology Manager
Assistant Parks and Open Spaces Manager	Manager of Capital Projects & Planning
Battalion Chief	Manager Performance Management and Benchmarking
Bylaw Manager	Mechanical and Building Maintenance Manager
Chief Building Official	Mechanical Maintenance Coordinator
Chief of Police Secretary	Network Support Officer
City Assessor	Office Manager, Police Services
City Clerk	Operations Coordinator
City Manager	Operations Manager
City Solicitor	Parks and Open Spaces Manager
Collection/Distribution Manager	Planning Manager
Communications Manager	Police Chief
Comptroller	Police Inspector
Confidential Secretary	Project Manager - Roadways
Coordinator, Occupational Health and Safety	Project Manager – Transportation & Traffic
Database Training Officer	Project Manager – Utilities
Deputy Fire Chief	Project Implementation Manager
Deputy Police Chief	Purchasing Agent
Director of Community Services	Records and Research Administrator
Director of Corporate Services	Recreation Coordinator
Director of Economic Development & Planning	Recreation Manager
Director of Financial Services	Roadways Manager
Director of Public Works	Sanitation Manager
Economic Development Manager	Senior Assessor
Emergency Communication Centre Manager	Senior Payroll Officer
Executive Assistant	Social Development Manager
Executive Assistant to the Mayor	Special Projects Manager
Facilities Maintenance Coordinator	Systems Programmer Analyst
Facilities Manager	Wastewater Treatment Manager
Finance Manager	Water Treatment Manager
Fire Chief	
Fire Prevention Officer	
Fleet Manager	

And those represented by the Prince Albert Police Association, Fire & Emergency Services and those represented by the Prince Albert Civic Employees' Local Union No. 882, C.U.P.E.; and hereby agrees to negotiate with the Union or any of its authorized Committees concerning all matters affecting the relationship between the two parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

### **3.02 No Other Agreements**

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

### **3.03 Copies of Agreements**

Sufficient numbers of new Agreements or amending Agreements for all members will be furnished to the Union's Secretary within thirty (30) days after such Agreements are signed.

## **ARTICLE IV - CHECKOFF AND UNION MEMBERSHIP REQUIREMENTS**

### **4.01 Maintenance of Membership in the Union**

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

### **4.02 Check-Off Payments**

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

### **4.03 Deductions**

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

### **4.04 Dues Receipts**

At the same time that Income Tax (T-4) slips are made available, the City shall type on the amount of Union dues.

### **4.05 New Employees**

The City agrees to make available to each new employee a copy of the Union Agreement in effect.

**4.06 Work of the Bargaining Unit**

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

- a) Emergency response
- b) Training employees by managers
- c) Any other cases agreed upon in writing by the employer and the union

**ARTICLE V - NO DISCRIMINATION****5.01 City Shall Not Discriminate**

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

**ARTICLE VI - LABOUR MANAGEMENT RELATIONS****6.01 Resolutions and Bylaws of City Council**

Resolutions or Bylaws of the City passed in Public Council as they affect the Union shall be forwarded by the City Clerk to the Recording Secretary of the Union.

**6.02 Committees To Be Heard**

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

**6.03 Union Committees**

The City recognizes that the Union shall form Committees for bargaining, grievance, occupational health and safety, Municipal Employees' Pension Plan, and Contracting Out Committee. Each committee to consist of not more than five (5) members of the Union and members of such committees shall not suffer any loss of pay while participating in discussions or negotiations with Management which shall also include arbitration procedures.

In addition, the Employer recognizes the right of Union Officers (Executive Members and Shop Stewards) to be involved in the resolution of grievances. Permission to leave the work during working hours for such purposes shall first be obtained from the immediate out of scope Manager. Such permission shall not be unreasonably withheld. In such cases, the Shop Steward shall not suffer any loss of pay or benefits. Unless such meetings are initiated at the request of management, the Union will reimburse the Employer for half of the wages and benefits for time spent by Shop Stewards on resolving grievances.

**6.04 Representative of Canadian Union**

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

**6.05 Plural or Feminine Terms May Apply**

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

**6.06 Bulletin Boards**

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

**ARTICLE VII - GRIEVANCE PROCEDURE****7.01 Definition of Grievance**

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

**7.02 Recognition Of Union Stewards And Grievance Committee**

The City recognizes the Union Grievance Committee and the Union Stewards and their right to assist any employee in preparing and presenting his grievance in accordance with the grievance procedure.

**7.03 Settling Of Grievances**

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

**Step #1:** Every effort should be made to resolve problems through dialogue with the out of scope Manager prior to going to the grievance.

**Step #2:** Failing resolution of the problem at Step #1, the aggrieved employee(s) will submit the Grievance to his Steward or Union Officer within twenty (20) working days of the discovery of the Grievance. At each step of the Grievance Procedure the Griever(s) shall have the right to be present.

**Step #3:** If the Steward and/or the Union Executive consider the Grievance to be justified, he/they will first seek to settle the dispute with the employee's Department Head or Designate within five (5) working days of the Grievance being submitted under Step #2. The Department Head or Designate shall reply within five (5) working days of the Grievance being submitted.

**Step #4:** Failing satisfactory settlement under Step #3, the Union Grievance Committee may submit the Grievance to the City Manager or Designate within five (5) working days of the reply received under Step #3, accompanied by a written statement of the particulars of the Grievance and the redress sought. The City Manager or Designate shall hear the grievance within five (5) working days of receipt of the Grievance and shall render their decision within five (5) working days of hearing the grievance.

**Step #5:** Failing settlement being reached in Step #4, the Grievance Committee or Union Executive may, within fifteen (15) working days, submit the written Grievance to the City Clerk and City Council shall hear the Grievance within fifteen (15) working days. Council shall render their decision within six (6) working days after hearing the Grievance.

**Step #6:** Failing a satisfactory settlement being reached in Step #5, the Union may refer the dispute to arbitration within thirty (30) calendar days, after the decision of the Council in Step #5. Prior to advancing to arbitration, the parties may agree to access alternate dispute resolution mechanisms.

#### **7.04 Policy Grievances**

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a Grievance, Steps #1, #2 and #3 of this Article may be bypassed by the Union.

#### **7.05 Union May Institute Grievances**

The Union and its representatives shall have the right to originate a Grievance on behalf of an employee, or group of employees and to seek adjustment with the City in the manner provided in the Grievance Procedure. Such a Grievance shall commence at Step #3.

#### **7.06 Replies in Writing**

Submissions of and replies to Grievances shall be in writing at all steps.

#### **7.07 Mutually Agreed Changes**

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

### **ARTICLE VIII - ARBITRATION**

#### **8.01 Composition of Board of Arbitration**

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

#### **8.02 Failure to Appoint**

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

#### **8.03 Board Procedure**

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

**8.04 Decision Of The Board**

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

**8.05 Expenses of the Board**

Each party shall pay:

- 1) the fees and expenses of the nominee it appoints.
- 2) one-half (1/2) of the fees and expenses of the Chairman.
- 3) the fees and expenses of any witnesses they bring forth.

**8.06 Amending of Time Limits**

The time limits in both the Grievance and Arbitration procedure may be extended by consent of the parties.

**ARTICLE IX - DISCHARGE, SUSPENSION AND DISCIPLINE****9.01 Principle of Innocence**

Both parties agree that an employee is considered innocent until proven guilty and in cases of discharge, suspension or discipline, burden of proof of just cause shall rest with the City.

**9.02 Discipline Procedure**

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

**9.03 Employee's Record**

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

**9.04 Progressive Discipline**

Except in cases of gross misconduct, the City agrees that progressive discipline will be used in dealing with Employees whose job performance and/or conduct is not satisfactory. The City and the Union recognize that any disciplinary measure shall be imposed only for valid reasons.

The City and the Union agree that disciplinary action will be progressive as per the provisions of the City of Prince Albert's Progressive Discipline Policy.

## **ARTICLE X - SENIORITY**

### **10.01 Seniority Defined**

Seniority is defined as the length of service in the bargaining unit. Seniority shall operate on a bargaining unit wide basis except as otherwise provided in this Agreement.

### **10.02 Seniority List (Permanent Employees)**

The City shall maintain a Seniority List covering all Permanent employees showing the date upon which employees commenced employment provided there has not been a break in service as defined in Article 10.04. The up to date Seniority List shall be sent to the Union and posted on all Bulletin Boards in January and September of each year.

The effective date shown on the Seniority List is the date of permanent employment extended to include City Casual accumulated hours of seniority immediately preceding the date of permanent employment unless there has been an unpaid absence from work of thirty (30) days or more in which case the permanent employment date will be established as the first day back to work immediately following the last 30 day unpaid absence from work. The permanent seniority date will not be "affixed" until the employee has passed the proving period in that position. During the proving period the employee will continue to accumulate casual seniority hours and will be considered a casual employee for the purposes of promotions and staff changes.

The effective date shown on the Seniority List shall apply only for appointment to vacancies and to layoff.

### **10.03 Seniority List (Casual & Part-Time Employees)**

The City shall maintain a Seniority List covering all Casual and Part-Time employees who have accumulated 800 hours but will remain on probation for 6 months as per article 11.05. After completion of the 800 hours seniority rights shall be granted and seniority shall be the number of accumulated hours worked from the date of initial employment, provided there has not been a break in service of twelve (12) consecutive months due to lay-offs or as defined in Article 10.04. The Seniority List for Casual and Part-Time employees shall apply for layoff and recall purposes and application for posted positions under the terms provided in this Agreement.

Those employees classified as part-time would serve a probationary period of 40 weeks from initial date of hire or one thousand forty hours whichever is less.

### **10.04 Loss of Seniority**

Employees shall not lose seniority rights if they are absent from work because of sickness, accident, layoff or leave of absence approved by the City.

An employee shall only lose his seniority in the event:

- 1) He is discharged for just cause and is not reinstated.
- 2) He resigns in writing, except for voluntary resignation for the purposes of attending a recognized educational institute.
- 3) He fails to return to work within seven (7) calendar days following a summer recall and after being notified to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the City informed of his current telephone

number and mailing address. An employee recalled for Casual work or employment of short duration at a time when he is employed elsewhere shall not lose his recall rights for refusal to return to work if such a recall occurs outside of his normal work season. Should the City have difficulty contacting the employee, the City will inform the Union prior to loss of seniority.

- 4) He is laid off for a period longer than two (2) years.

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

### **11.01 Job Postings**

Notice of all new positions or vacancies coming within the scope of this Agreement shall issue from the office of Human Resources for posting at City Hall, with a copy supplied immediately to the Union. Postings will also be placed on the internal employment opportunities website. Vacancy postings shall carry a closing date to be set not earlier than ten (10) days from the date of posting. All postings shall set forth the exact classification of the job and a rate and range of pay. In the event the City determines a permanent vacancy will not be filled, the Union shall be notified in writing within thirty (30) days of the vacancy.

### **11.02 Information on Postings**

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

### **11.03 Applications For Positions and Vacancies**

Employees shall be entitled to bid for such positions or vacancies by means of written application in duplicate, one copy of which shall be submitted to Human Resources and the other to the Union. No applications from employees received later than the posting closing date will be considered. Employees who are absent for any reason in which absence does not constitute a break in service under the terms of this Agreement, shall have their right to bid for such positions preserved, provided that such employee avails himself of such right immediately upon his return to work. The appointment of an employee to a seasonal posting in a category higher than his permanent appointment shall continue from year to year, as such seasonal posting becomes available.

### **11.04 Role of Seniority In Promotions and Transfers**

New positions or vacancies shall be filled on the basis of length of service, qualifications, experience and ability being sufficient to perform the duties required for the position to be filled. If the vacancy is not filled from those employees applying for the position, a review of the job requirements will be made and all applicants will be reconsidered and new applicants accepted. The name of the successful applicant shall receive a written offer of award to the posting within ten (10) calendar days following the closing date shown on the vacancy posting. The Union shall receive a copy of such offer.

The City endorses the principle of promotion within the service. Therefore, when a vacancy occurs, or is created, the position shall be open for bid to employees and where interviews are conducted, the Union shall be so advised and may have a representative present as an observer during the interview. Should anyone other than an applicant with greater seniority be recommended for the position by the Department Head, that

recommendation shall first be discussed with the Union Representative prior to making the recommendation for the appointment to the City Manager.

The successful employee shall provide written acceptance of the offer within three (3) calendar days and will be placed into the new position at the appropriate rate of pay within twenty (20) calendar days of written acceptance of the offer.

In filling any new positions or vacancies, the City will consider applications first from permanent employees and then from casual and part-time employees before advertising or considering applications from persons outside the bargaining unit.

#### **11.05 Probation Period - Newly Hired & Newly Appointed Employees**

- 1) A person newly hired shall be on probation for a period of six (6) months from the date of hiring. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement - except however that the termination of such an employee shall be deemed for just cause and shall not be the subject of a grievance. After completion of the probation period, seniority will be effective from the original date of employment.

During the probation period, if the employee misses work for a period of two weeks or more the employer has the right to extend the probationary period by the amount of time missed. The employee and the union will be notified of this in writing.

- 2) Any current employee newly appointed to a permanent or Bid Casual position shall have a proving period of two (2) months and shall be entitled to all rights and benefits of this Agreement. If the employee does not qualify for the position during the proving period, the employee shall revert to his former position or status without loss of seniority, provided that if before the expiry of the two (2) month proving period, it appears to the City that the employee is incapable of qualifying for the position within the proving period, the employee may be required to revert to his former position or status before expiration of the proving period without prejudice and without loss of seniority. An employee may voluntarily revert to his former position or status within one (1) months of commencement in the position without loss of seniority. When an employee requests voluntary reversion in writing, he will return to his former position or status within 30 calendar days of the receipt of the written request. This time period can be extended by mutual agreement.

If any employee voluntarily reverts or fails the proving period, he shall not apply to that classification for a period of one year from the reversion date. In the event that an employee voluntarily reverts within the first two weeks of his appointment to the position, the employer shall offer the position to the senior qualified candidate from that most recent posting.

If an employee is appointed to a permanent position with a dual function (i.e.: Community Service Worker), the proving period shall be two (2) months of which at least one (1) months must be served in the Arena Attendant position.

For employees appointed to Bid Casual positions, the proving period shall be defined as two (2) months, to equal three hundred twenty (320) actual working hours, or 4 months, whichever is the less, and the reversion period shall be defined as one (1) month, to equal one hundred sixty (160) actual working hours.

- 3) If any employee has bid a subsequent position prior to completion of the two (2) month proving period and then chooses to revert or fails the proving period, he shall revert back to the last accepted position and where applicable, will be subject to the requirements of what remains of the proving period.

#### **11.06 Workplace Accommodation**

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

#### **11.07 Older Worker Provision**

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

#### **11.08 Retirement**

When incumbents of senior positions give sufficient notice of intent to retire, such pending vacancy may be bulletined up to three (3) months in advance of such retirement in order that the employee being promoted or transferred to the senior position may have sufficient training. The length of the training period will be determined in each case depending on the vacant position requirements and the qualifications of the replacement.

### **ARTICLE XII - LAYOFFS AND RECALLS**

#### **12.01 Role of Seniority in Layoffs (Permanent Employees)**

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

#### **12.02 Recall Procedures**

Permanent employees shall be recalled in the order of their seniority, providing those employees recalled have the necessary qualifications to do the work required.

#### **12.03 No New Employees**

No new employee shall be hired until those laid off have been given an opportunity of recall as provided for in Article 12.05.

#### **12.04 Advance Notice of Layoff**

The City shall notify Permanent employees in writing who are to be laid off or terminated, other than for cause, four (4) weeks prior to the effective date of the layoff or termination for employees who have less than five (5) years service; six (6) weeks prior to the effective date of the layoff or termination for employees who have five (5) years service but less than ten (10) years service; eight (8) weeks prior to the effective date of layoff or termination for employees with more than ten (10) years of service.

**12.05 Recall/Layoff Casual/Part-Time Employees**

- 1) Employees who have BID positions will be recalled and laid off for that position.
- 2) Employees who have been laid off from their BID positions shall be put on the Recall list in order of seniority and be recalled by seniority and qualifications for positions throughout the winter season on a bargaining unit wide basis until they are recalled in their BID position.
- 3) A 1 (one) week lay off notice will be provided to employees in BID and Casual positions.
- 4) Casual employees who do not hold a BID position and employees who are laid off from their BID position shall be recalled in order of their seniority on a bargaining unit wide basis in the winter months and summer recall will be Department specific, provided those employees recalled have the necessary qualifications to do the work required.
- 5) All layoffs of Casual employees who do not hold a BID position for the summer season are to be completed by the end of the second (2<sup>nd</sup>) Friday in October. Layoffs from the summer season shall be in accordance with the seniority provisions of this agreement, provided those employees retained shall have the necessary qualifications to do the work required and provided also that the employees shall be laid off from the Community Services or Public Works Departments in which they worked for the summer season.
- 6) Once the summer layoffs have been completed, Casual employees required for the winter season recall, shall be recalled on a bargaining unit wide basis without being able to choose the Department in which to work. Similarly, layoffs during the winter season shall be on a bargaining unit wide basis without reference to a specific Department. During the winter season, the most senior qualified Casual employee would be recalled.
- 7) If an employee refuses summer recall, he shall lose his seniority rights in accordance with section 10.04(3) of this Agreement.
- 8) Upon fall lay off, employee who wish to stay on the recall list for the winter months must advise the Human Resources Office of the request. If an employee on the winter recall list refuses winter recall, he shall move to the bottom of the call back list.
- 9)
  - a. Both parties to this Agreement recognize that job security shall increase in proportion to length of service. In the event of a layoff, part-time employees shall be laid off in the reverse order of their seniority, provided those part-time employees retained shall have the necessary qualifications to do the work required.
  - b. Part-time employees shall be recalled in the order of their seniority providing those employees recalled have the necessary qualification to do the work required.
  - c. If a part-time employee requests in writing to have his name recorded on the Seniority Callback list, the change shall be made and the provisions of this Agreement concerning Casual employees shall then apply.

**12.06 Contracting Out Work**

Having regard to the desirability of maintaining a stable work force and having regard to periodic peaks in work load dictating the necessity of contracting work out, the City agrees to notify and consult with the Union prior to making any final decision to contract out work presently being performed by City employees. The Union will be a participant in studying any contracting out plans and will be supplied with all information and research done prior to the final decision being made.

**ARTICLE XIII - HOURS OF WORK****13.01 Hours of Work**

Unless otherwise stated in this agreement or applicable letters of understanding, full regular hours of work for all employees shall consist of either one of the following shifts:

**8.5 hr****Normal Hours of Work:**

i) 7:30 A.M. to 5:00 P.M.: or

**Alternate Hours of Work:**

ii) 5:00 A.M. to 1:30 P.M.; or

iii) 1:30 P.M. to 10:00 P.M.

Each shift being from Monday to Friday with an earned day off schedule every three weeks. The City reserves the right to schedule the designated day off for all employees in such a manner as it will provide balanced staff coverage. Such designated day off shall be consecutive with the normal two days off unless the parties have agreed to alternate arrangements. Once the designated day off has been established that schedule may be changed by the employer only once per calendar year to meet operational requirements or by mutual agreement between employee and employer. All such schedule changes shall be communicated to the employee in writing with a copy provided to the Union.

**OR****10 hr****Normal Hours of Work:**

i) 7:00 A.M. to 5:00 P.M.: OR

**Alternate Hours of Work:**

ii) 5:00 A.M. to 3:00 P.M.; or

iii) 3:00 P.M. to 1:00 A.M.

Each shift being from Monday to Thursday or Tuesday to Friday as determined by Management.

These regular work shifts shall be governed by the following:

1) **Shift Changes**

Unless mutually agreed to by the employer and the affected employees, no shift change will occur unless:

- a) the change of shift is communicated to the affected employees at least 48 hours prior to the start of the shift (such notice not to be served on a Saturday or on a Sunday);
  - b) an employee is not to be re-assigned to the alternate work shift within a two week period following his return to the normal work shift; and
  - c) the minimum length of a consecutive assignment to the alternate work shift shall be two (2) weeks and shall not exceed four (4) weeks.
- 2) **Meal Break**  
 Employees assigned to the 7:30 A.M. to 5:00 P.M. work shift shall be provided with a one hour unpaid meal break from 12:00 noon to 1:00 P.M.
- Employees assigned to the 5:00 A.M. to 1:30 P.M. work shift will be provided with a 30 minute paid meal break in lieu of the one (1) hour unpaid meal break if the meal break is taken at the work site.
- Employees assigned to a 10 hour shift will be provided with an on-site 30 minute paid meal break.
- 3) **Request By Employees To Initiate A Shift Change**  
 Employees can initiate a shift change by submitting a request to the employer. The final decision for the shift change will be at the employer's discretion.

Exceptions to the above hours of work are as follows:

- 1) **Water Treatment Plant Operators**
  - a) The Water Treatment Plant Operators shall work two (2) day shifts from 6:00 A.M. to 6:00 P.M. followed by two (2) night shifts from 6:00 P.M. to 6:00 A.M. Following the four (4) working shifts, there shall be a period of four (4) consecutive days off. All such employees shall have either Christmas Day or New Year's Day off.
  - b) The yearly hours of work shall be 2,080 hours.
  - c) For the purposes of averaging the hours of work over an agreed period of time, the averaging period will be from January 1st to December 31st of each year.
  - d) The maximum overtime, continuous with a 12 hour shift, is four (4) hours.
  - e) For Statutory Holidays WTP Operators will be paid as follows:
    - Ten (10) hours at overtime rates for each Statutory Holiday falling within that pay period regardless of whether the Statutory Holiday is worked or not.
    - If the Statutory Holiday is worked as part of their regular shift the Operator will also be paid regular rates for the twelve (12) hour shift.
  - f) This schedule will require each employee to work beyond forty (40) hours per week and possibly in excess of two thousand eighty (2080) hours per calendar year.

Therefore, shifts will be removed from the schedule to reduce the scheduled hours of work in the averaging period to not less than two thousand eighty (2080) hours and not more than two thousand ninety two (2092) hours.

g) The process for managing the annual work schedule and banking "Scheduled Shifts Off" will be as follows:

- 1) Once the annual schedule is prepared, the "Scheduled Shifts Off" required to reduce the annual hours of work to not less than two thousand eighty (2080) hours but not more than two thousand ninety two (2092) will be recorded on the schedule by removing the last shift of every sixth (6<sup>th</sup>) tour from the schedule.
- 2) If additional shifts need to be removed from the schedule to get the annual scheduled hours of work down to not less than two thousand eighty (2080) but not more than two thousand ninety two (2092), these additional shifts will be removed from the schedule by mutual agreement between the Employer and the Employee. These shifts will be removed from the schedule not later than April 15<sup>th</sup> of the current year.

The remaining hours on the schedule in addition to two thousand eighty (2080) hours to a maximum of twelve (12) hours, if worked will be paid at overtime rates on the last pay period of the calendar year.

- 3) The Employee will be allowed to work up to five (5) of the Scheduled Shifts Off in a calendar year and bank them to take off at a later date, this will be done through mutual agreement by the Employer and Employee.
- 4) The Scheduled Shifts Off that are worked will be shown as without pay on the time card and when that "Banked" shift is taken at a later date it will be taken off at the rate of pay earned at the time of banking.
- 5) The Employee will be allowed to carry over not more than five (5) such shifts into the following calendar year.
- 6) Banked Shifts must be taken off by May 31st of the following year within which they were banked.
- 7) No more than five (5) banked Shifts may be kept in the bank at any given time.
- 8) All such Employee requests and Employer responses should be done in writing.

2) **Wastewater Treatment Plant Operator Hours of Work**

- a) The new schedule is effective January 4, 2009
- b) The shift length is 10 hours.
- c) The core hours of operations of the WWTP are 6:00 am to 6:00 pm. Actual start times will be either 6:00 am – 4:00 pm or 7:00 am – 5:00 pm.

- d) Shifts will be selected based on seniority.
- e) Any extra shifts required in order to make up 2080 hours per year for each Operator will be scheduled as mutually agreed between the Operator and Manager by the end of May once the vacation schedules for the year are finalized.
- f) Employees working a ten hour shift will not be scheduled to work more than five consecutive shifts in a row. This excludes voluntary overtime.
- g) Employees are entitled to two consecutive days off in a row.
- h) The hours of work for the Duty Operator will be the hours that the WWTP is not manned. In recognition of the extra time over the current Duty Operator Schedule. Each Duty Operator will receive one (1) paid shift towards the 2080 hour per year requirement in point #6 above.
- i) For all paid holidays employees will be paid ten (10) hours overtime plus their regular time, this payment to be in lieu of the paid holiday.
- j) For the purposes of averaging the hours of work over an agreed period of time, the averaging period will be from January 1st to December 31st of each year.
- k) Employees working the 10 hour shift will be paid based on timecards submitted according to the provisions of article 19.01.

3) **Relief Operators**

The weekly hours of work for employees in this category shall be from 7:30 A.M. to 12:00 Noon and from 1:00 P.M. to 5:00 P.M., Monday to Friday inclusive upon completion of three (3) weeks whether consecutively or accumulatively with an earned day off every three weeks. The City reserves the right to schedule the designated day off for all employees in such a manner as it will provide balanced staff coverage. Such designated day off shall be consecutive with the normal two days off unless the parties have agreed to alternate arrangements. Once the designated day off has been established that schedule may be changed by the employer only once per calendar year to meet operational requirements or by mutual agreement between employee and employer. All such schedule changes shall be communicated to the employee in writing with a copy provided to the Union.

Relief Operators assuming Water Treatment Plant duties shall assume the respective Operator's schedule. Sixteen (16) consecutive hours shall be the maximum hours worked and there shall be no recall for at least eight (8) hours immediately following such Sixteen (16) hour period, except in cases of extreme emergency. In no instance will his weekly minimum hours of work be jeopardized by this clause.

Relief Operators shall assume their regular hours of work on the day following the last day of operating duties.

When a Plant Relief Operator at either the Water Treatment Plant or Wastewater Treatment Plant is assigned to assume Operator duties on a Statutory Holiday they shall be paid for 8.5 hours Stat Holiday pay at their base card Relief Operator pay rate plus appropriate operator pay at overtime rates for all Operator hours worked. If the Statutory holiday has been proclaimed by the City to be observed on a day other than the day the holiday actually falls, the following will apply:

- If the employee works on the day proclaimed by the City as the day which the holiday will be observed, they will be paid as described above or,
- If the employee works on the day which the holiday actually falls, they will be paid as described above or,
- If the employee works on both the day proclaimed by the City as the day which the holiday will be observed and on the day which the holiday actually falls they will be paid overtime rates for only one day and Stat pay for only one day.

4) **Animal Control Officers**

The weekly hours of work for the Animal Control Officers shall average forty (40) hours over a three (3) week period, working eight and one-half (8 1/2) hours per day with the Friday of the third (3rd) week as the designated day off for one employee. The eight and one-half (8 1/2) hours per day shall be put in between five (5:00) o'clock A.M. and twelve (12:00) o'clock midnight. The Employer shall not be obligated to provide overtime work but that when it does schedule such work, the employees will be obligated to accommodate the schedule and be paid at their regular overtime rate.

5) **Parking Meter Supervisor & Inspectors**

a) **Parking Meter Supervisor**

The hours of work shall be either:

- i. 9:00 a.m. to 6:00 p.m. Monday through Friday with a one-half (1/2) hour unpaid lunch break and an earned day off scheduled every three weeks. The City reserves the right to schedule the designated day off for all employees in such a manner as it will provide balanced staff coverage. Such designated day off shall be consecutive with the normal two days off unless the parties have agreed to alternate arrangements. Once the designated day off has been established that schedule may be changed by the employer only once per calendar year to meet operational requirements or by mutual agreement between employee and employer. All such schedule changes shall be communicated to the employee in writing with a copy provided to the Union.
- ii. 6:00 a.m. to 3:00 p.m. Monday through Friday with a one-half (1/2) hour unpaid lunch break and an earned day off scheduled every three weeks. The City reserves the right to schedule the designated day off for all employees in such a manner as it will provide balanced staff coverage. Such designated day off shall be consecutive with the normal two days off unless the parties have agreed to alternate arrangements. Once the designated day off has been established that schedule may be changed by the employer only once per calendar year to meet operational requirements or by mutual agreement between employee and employer. All such schedule changes shall be communicated to the employee in writing with a copy provided to the Union.

**b) Parking Meter Inspector(s)**

The hours of work shall be either:

- i. 9:00 a.m. – 6:00 p.m. Monday through Friday with a one-half (1/2) hour unpaid lunch break and an earned day off scheduled every three weeks. The City reserves the right to schedule the designated day off for all employees in such a manner as it will provide balanced staff coverage. Such designated day off shall be consecutive with the normal two days off unless the parties have agreed to alternate arrangements. Once the designated day off has been established that schedule may be changed by the employer only once per calendar year to meet operational requirements or by mutual agreement between employee and employer. All such schedule changes shall be communicated to the employee in writing with a copy provided to the Union.
- ii. 9:00 a.m. to 6:00 p.m. Tuesday through Saturday with a one-half (1/2) hour unpaid lunch break and an earned day off scheduled every three weeks. The City reserves the right to schedule the designated day off for all employees in such a manner as it will provide balanced staff coverage. Such designated day off shall be consecutive with the normal two days off unless the parties have agreed to alternate arrangements. Once the designated day off has been established that schedule may be changed by the employer only once per calendar year to meet operational requirements or by mutual agreement between employee and employer. All such schedule changes shall be communicated to the employee in writing with a copy provided to the Union.

**6) Employees At Arenas**

- a) Regular hours of work for Arena Attendants and Community Services Workers working at Arenas shall be eight and one-half (8 1/2) hours per day. Continuous shift(s) of eight and one-half (8 1/2) hours duration shall be between 7:00 am and 1:00 am, Sunday to Saturday. Arena Attendants and Community Services Workers on the day shift shall receive a one hour unpaid meal break to be regularly scheduled in advance by the manager between the hours of 11:00 a.m. and 2:00 p.m., unless coverage is required in which case b) below shall apply and the employee will remain on site and be paid at the regular overtime rate for the lunch hour. Schedules shall be issued two (2) weeks in advance.
- b) The Employer shall not be obligated to provide overtime work but that when it does schedule such work, the employees will be obligated to accommodate the schedule and be paid at their regular overtime rate.
- c) For Special Events, a shift change may be required outside the regular working hours to accommodate set up and take down requirements in the arena. Special Events includes events scheduled outside of the normal working hours and/or additional events not regularly scheduled at the arena(s). Schedules shall be issued two (2) weeks in advance and are subject to change by reason of necessity based on Special Events. Overtime provisions will apply as per the provisions in Article 14.
- d) Time off between shifts will be a minimum of 10 hours.

- e) Casual employees may be utilized providing a minimum of four (4) hours per day is paid.

7) **Cooke Municipal Golf Course, Prime Ministers Park, Kinsmen Park, Crescent Acres Park**

- a) Hours of work at these facilities for full-time employees shall be eight and one-half (8 1/2) hours per day, an average of forty (40) hours per week over a three (3) week period to provide for an E.D.O. every three (3) weeks to be consecutive with the normal two (2) days off.
- b) Part-Time employees may be utilized providing a minimum of four (4) hours per day is paid.
- c) Hours of work for the Foreman shall be Monday to Friday from 7:30 A.M. to 5:00 P.M. with every third (3rd) Friday off.

8) **Sanitation Personnel – Hours of Work Schedule**

The Sanitation Work unit is comprised of those employees assigned to work at the Landfill as well as those assigned to operate the Sanitation Trucks.

The Landfill hours of operation may vary throughout the year but normally are from 8:00 am until 6:30 pm, Monday through Saturday, January through to December.

Shifts at the Landfill may range from 8.5 hours per day to 12 hours per day with appropriate days off and appropriate provisions for the lunch period.

Both parties agree that the employer will schedule shifts between the hours of 7:00 am and 7:00 pm. Shifts for Sanitation Personnel will be set out as identified below and will apply to the classifications of Foreman III, Equipment Operators (including Sanitation Truck Operators), Landfill Attendants, Labourers and Relief Personnel.

It is further agreed that subject to special circumstances warranting a change of shift, Management can implement such changes after consultation with the employees subject to serving 48 hours notice to the affected employee(s).

a) **All Sanitation Personnel Except Landfill Attendants:**

Employees in this group will work either an 8.5-hour shift or a 10-hour shift as determined by the Manager.

- Employees in this group working an 8.5-hour shift shall work 5 shifts per week with an EDO scheduled every three weeks and an unpaid ½ hour provision for lunch to be scheduled by the Manager. The City reserves the right to schedule the designated day off for all employees in such a manner as it will provide balanced staff coverage. Such designated day off shall be consecutive with the normal two days off unless the parties have agreed to alternate arrangements. Once the designated day off has been established that schedule may be changed by the employer only once per calendar year to meet operational requirements or by mutual agreement between employee and employer. All such schedule changes shall be communicated to the employee in writing with a copy provided to the Union.

- Employees in this group working a 10-hour shift shall work 4 shifts per week with an on-site 30 minute paid meal break to be scheduled by the Manager.
- Those employees operating the Sanitation Trucks would work a Monday-Friday schedule.

b) Landfill Attendants:

- Landfill Attendants shall work three 11.5-hour shifts per week. They will have a paid working lunch to be taken on site and to be scheduled by the Manager.
- Landfill Attendants will be entitled to overtime after 40 hours in a one week period.

c) Relief Personnel:

Relief Equipment Operators shall apply to all landfill operations with the exception of the Scale/Kiosk. Relief Landfill Attendants shall apply only to the Scale/Kiosk.

i) Relief Landfill Attendants:

- Where feasible, Permanent Landfill Attendants will be offered hours to reach 40 hours in a one week period when the other Permanent Landfill Attendant is absent, otherwise, Relief Landfill Attendants shall be offered, in order of seniority, the first opportunity to a shift that becomes available due to the absence of the Permanent Landfill Attendants.
- Relief Landfill Personnel shall work the shift of the permanent employee they are relieving for.
- If an entire shift represents an overtime situation for all Relief Landfill Attendants, that shift will be offered to the Permanent Landfill Attendants in order of seniority.

ii) Relief Equipment Operators:

- Relief Equipment Operators shall be offered, in order of seniority, the first opportunity to a shift that becomes available due to the absence of the permanent Equipment Operators.
- Relief Equipment Operators shall work the shift of the permanent employee they are relieving for.
- If an entire shift represents an overtime situation for all Relief Equipment Operators, that shift will be offered to the Permanent Equipment Operators in order of seniority.
- If a Permanent Equipment Operator V is away for complete week(s), the Equipment Operator III shall be offered the assignment to the Equipment Operator V, as per Article 19.04 of the Collective Bargaining Agreement and the Relief Equipment Operator shall relieve the Permanent Equipment Operator III.

**d) Labourer/Landfill Attendants**

Labourer I/Landfill Attendants will work either an 8.5 hour shift, a 10 hour or 11.5 hour shift as determined by the Manager.

- i. Labourer I/Landfill Attendants working an 8.5 hour shift shall work 5 shifts per week with an EDO scheduled every three weeks and an unpaid one (1) hour provision for lunch to be scheduled by the Manager. The City reserves the right to schedule the designated day off for all employees in such a manner as it will provide balanced staff coverage. Such designated day off shall be consecutive with the normal two days off unless the parties have agreed to alternate arrangements. Once the designated day off has been established that schedule may be changed by the employer only once per calendar year to meet operational requirements or by mutual agreement between employee and employer. All such schedule changes shall be communicated to the employee in writing with a copy provided to the Union.
- ii. Labourer I/Landfill Attendants working a 10 hour shift shall work 4 shifts per week with an on-site 30 minute paid meal break to be scheduled by the Manager.
- iii. Labourer I/Landfill Attendants working in the Landfill Attendant position shall work three 11.5 hour shifts per week. They will have a paid working lunch to be taken on site and to be scheduled by the Manager.
- iv. Labourer I/Landfill Attendants working in the Landfill Attendant position will be entitled to overtime after 40 hours in a one week period.

There will be a total of 2 positions covered by this Article.

**9) Instrumentation Technician, Electrician and Plant Utilities Maintenance Person**

- a) The weekly hours of work shall either be an eight and one-half (8 ½) hour day on a 5-5-4 schedule as per the provisions of Article 13.01 or a 4-10 schedule. The schedule will be determined by whichever more closely reflects the work schedule of the Work Unit to which they are assigned.
- b) The hours of work for those assigned to the 4-10 schedule will be from 7:00 A.M. to 5:00 P.M. and shall be granted an on-site 30 minute paid meal break to be scheduled by the Manager. Where there is one employee in a classification he shall work these hours Monday to Thursday for four (4) weeks and at the start of the fifth (5th) week he would work Tuesday to Friday for four (4) weeks. Where there are two employees in the stated classifications, they shall work the opposite weekly shift thus providing coverage from Monday to Friday every week. In no instance will the two (2) week pay period minimum of eighty (80) hours of work be jeopardized by this clause.

**10) Seasonal Bid Labourer III (Grass Cutting) Positions\**

Hours of work for seasonal bid labourer III (grass cutting) positions shall be as follows:

- a) Eight and one-half (8½) hours per day between 6:30 A.M. and 5:00 P.M., an average of 40 hours per week over a three (3) week period to provide for an E.D.O every three weeks to be consecutive with the normal two days off. The work week shall be any five (5) consecutive days between Monday and Saturday; or
- b) Ten (10) hours per day between 6:00 A.M. and 5:00 P.M., an average of 40 hours per week over a three (3) week period. The work week shall be any four (4) consecutive days between Monday and Saturday.

**11) Airport Maintenance Supervisor/Airport Maintenance Persons**

The hours of work for the Airport Maintenance Staff shall be 8.5 hours per day. The eight and one-half (8 1/2) hours per day shall be put in between five (5:00) o'clock A.M. and ten (10:00) o'clock P.M. Monday to Friday. They shall receive a thirty (30) minute paid meal break at a time scheduled in advance by the Manager. Schedules shall be issued two (2) weeks in advance.

They shall have one day off in every three (3) week period. The City reserves the right to schedule the earned day off for all employees in such manner as it will provide balanced staff coverage. Such earned day off shall be consecutive with the normal two days off unless the parties have agreed to alternate arrangements.

The employer shall not be obligated to provide overtime work but that when it does schedule such work, the employees will be obligated to accommodate the schedule and be paid at their regular overtime rate.

**13.02 Implementation of 5-5-4 Work Schedule**

The City reserves the right to schedule the designated day off for all employees in such manner as it will provide balanced staff coverage. Such designated day off shall be consecutive with the normal two days off unless the parties have agreed to alternate arrangements. Once the designated day off has been established that schedule may be changed by the employer only once per calendar year to meet operational requirements or by mutual agreement between employee and employer. All such schedule changes shall be communicated to the employee in writing with a copy provided to the Union.

- a) Should a paid holiday fall on the designated earned day off or another day which has been designated as the day off, an additional day off shall be granted, mutually agreed to by the employer and employee.
- b) Should an employee become sick on his designated day off, the day shall be treated on the same basis as if the employee was sick on his regular day off.
- c) All work required to be performed on the designated day off shall be considered as overtime and pay shall be adjusted according to his base/card rate or assigned duties, whichever is greater.

- d) Subject to the approval of the Department Head, a total of Five (5) designated days off may be banked to a maximum of five (5) days in any calendar year and a maximum of five (5) banked days may be carried over into the succeeding year. All requests and responses between employee and department head must be in writing. This shall be separate from the banking provisions of article 14.10. All employees working four (4) ten (10) hour shifts shall be entitled to bank a maximum of five (5) days subject to the same provisions of this article.

## **ARTICLE XIV – OVERTIME**

### **14.01 Overtime Defined**

All time worked before or after the regular working day and the regular work week, or on a holiday, except as provided for in this Agreement as the working hours for employees, shall be considered overtime.

### **14.02 Compensation For Work Before & After Daily Scheduled Hours**

Overtime work before and/or after the regular daily hours shall be paid for at the rate of double time at his current base/card rate or assigned duties, whichever is greater.

### **14.03 Compensation For Work On the 6th Day Not Regularly Scheduled**

Overtime work on any 6th day in a week Sunday to Saturday not regularly scheduled shall be paid for at the rate of double time at his current base/card rate or assigned duties, whichever is greater.

### **14.04 Compensation For Work on Saturday, Sunday, or Earned Day Off (EDO) Not Regularly Scheduled**

When an employee is required to work on an EDO, Saturday or Sunday, not regularly scheduled they will be paid at the rate of double time at his current base/card rate or assigned duties, whichever is greater. Requests to work on a designated day off shall be in writing.

### **14.05 Compensation For Work on Paid Holidays Not Regularly Scheduled**

Overtime work on a paid holiday where the employee was not scheduled to work shall be paid for at overtime rates plus the regular day's pay at his current base/card rate or assigned duties, whichever is greater.

### **14.06 Supply Of Meals**

An employee required to work one and one-half (1 1/2) or more hours overtime immediately after the end of his scheduled work day, shall be provided with a meal by the City or payment in lieu of that meal as per the Meal Allowance portion of the City of Prince Albert Travel/Meal/Accommodation/Vehicle Policy.

### **14.07 No Layoff To Compensate For Overtime**

An employee shall not be required to lay off during regular hours to equalize any overtime worked.

**14.08 Emergency Standby**

- a) Standby shall mean a period during which an employee is not at work and is assigned to be on call and be immediately available to return to work. Standby will be voluntary. Employees who are on standby shall be notified by an immediate out-of-scope manager in writing of start and end times.
- b) The period of Standby for emergencies will be continuous for those employees placed on standby from the time they are notified by an out-of-scope manager of their start time and until they are notified by an out-of-scope manager of their end time, unless broken by regular hours of work.
- c) Employees who are specifically designated to be on Standby will receive \$53.25 for each day or portion thereof. Should an employee be called back to work and fail to report, the Standby pay will not be paid.
- d) Standby is paid for availability. An employee on Standby who is called back and reports to work will be paid in accordance with Article 14.09 Callback Pay Guarantee.
- e) During the Standby period, an employee must abstain from consuming alcohol, drugs and other substances which may impair their ability to perform work safely. An employee who is on Standby and who has consumed any of the above-mentioned substances must disclose his status and advise his manager of his unavailability to work.

**14.09 Callback Pay Guarantee**

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

An employee, while away from work on approved leave or regularly scheduled time off, receives a call from an out-of-scope Manager or Duty Foreman and is required to provide off-site assistance which does not involve a return to their workplace, shall be paid for each hour or portion thereof for a minimum of one-half (1/2) hour at regular rates of pay. Notwithstanding the above, an employee called more than once in the one-half (1/2) hour period shall not receive any further pay until the one-half (1/2) hour period has elapsed.

The call will be recorded in writing by the initiating Manager or Duty Foreman on a form prescribed by the employer and shall contain the following information:

- Purpose of call and resolution
- Date of Call
- Time call was initiated and time call ended
- Approval for payment signed off by the employee's out-of-scope manager.

Calls that will not be considered for this provision are:

- Calls initiated by anyone other than an out-of-scope Manager or Duty Foreman
- Calls initiated due to failure of the employee to perform a required work task or to rectify a problem initiated by the employee's inattentiveness to understood work procedures.

**14.10 Time Off In Lieu Of Cash Payment For Overtime**

Subject to approval by the Department Head, an employee may request time off in lieu of overtime pay. Such time off shall be scheduled at a time acceptable to the Department Head.

The amount of overtime banked by any employee shall be limited to a maximum of ten (10) working days at any point in time. Upon implementation of this clause, any employee with banked time exceeding the ten (10) working days limit shall not accumulate any further time until the banked time is reduced to less than ten (10) working days.

**14.11 Voluntary Overtime**

Overtime work shall be on a voluntary basis for all employees excepting cases of emergency. An employee will not be required to work overtime in emergency situations if he has a valid and reasonable reason.

The response time for a callback is thirty (30) minutes which means that the employee called back must be at the location specified by the Duty Foreman within thirty (30) minutes of the receipt of the callback.

Callback lists shall be maintained for each work unit and shall consist of those employees for whom it is reasonable to expect that the employee could meet the thirty (30) minutes response time criteria and the employees shall be called in order of the most senior qualified to the least senior qualified. If no employee from the work unit is available for callback, then the most senior, qualified employee from outside that work unit, who meets the thirty (30) minute response time criteria, shall be called to work.

Work unit and alternate lists will be developed by the Department Head or designate and must be mutually agreed to by the Union prior to adoption.

**14.12 Equipment Operator Overtime**

The employee presently operating a piece of equipment shall remain the Operator of such machine in overtime occurring as an extension (immediately before or immediately after Hours of Work). In the event of a callback, the procedure outlined in Article 14.11 shall be followed.

'Immediately before' shall be defined as two hours prior to the beginning of a shift as per the Hours of Work defined in the Collective Agreement.

**14.13 Continuous Work Overtime Allocation**

If it is determined by the out of scope manager or designate that Overtime must be worked as a continuation of the work the work crew is performing, those employees currently working on that job will be given first opportunity to work that overtime. If a satisfactory crew of workers cannot be assembled from the current work crew to work overtime, the manager will offer the available overtime to other qualified employees based on seniority and availability.

**14.14 Banked Time Payout**

An employee may request a cash payout for any overtime time that has been banked in lieu of taking time off as per the following conditions:

- Requests for a payout must be made between March 1 and October 31.
- Only one request for banked time payout can be made per calendar year.

- If request is for only a portion of the banked overtime the request must be made in hours.
- Cannot take any time off in lieu of banked time during a pay period that they are requesting banked time payout.

## **ARTICLE XV - PAID HOLIDAYS**

### **15.01 Paid Holidays**

The City recognizes the following as paid holidays:

New Year's Day	Canada Day	Remembrance Day
Good Friday	Saskatchewan Day	Christmas Day
Easter Monday	Labour Day	Boxing Day
Victoria Day	Thanksgiving Day	Family Day
<b>National Day for Truth and Reconciliation</b>		

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

### **15.02 Compensation For Holidays Falling On Saturday**

When any of the above noted holidays fall on a Saturday and where Saturday is the employees designated day off and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement. If the Saturday in question is not the employees' designated day off, the paid holidays shall remain on its original date.

### **15.03 Compensation For Holidays Falling On Sunday**

When any of the above holidays fall on a Sunday and where Sunday is the employees' designated day off and is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding clause already applies to the Monday) shall be deemed to be the holiday for the purpose of this Agreement. If the Sunday in question is not the employees designated day off, the paid holiday shall remain on its original date.

### **15.04 Pay For Regularly Scheduled Work On A Holiday**

Whenever work is required an employee shall work on a paid holiday when his regular shift falls on that day and shall, in addition to a day's pay for the holiday, receive overtime pay for each hour worked at his current base/card rate or assigned duties, whichever is greater.

### **15.05 Compensation for Holiday Falling on EDO or Other Regularly Scheduled Day Off**

When any of the above noted holidays falls on what would be an employee's regularly scheduled day off occurring from either a 5-5-4 work schedule or a 4-10 work schedule, a scheduled work day contiguous to the holiday will be observed as the EDO or regularly scheduled day off.

## **ARTICLE XVI - VACATIONS**

### **16.01 Length Of Vacation**

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

Less than one (1) year	10 hours for each month
After the completion of one (1) year's employment	120 hours
In the calendar year of the 8th Anniversary and each year thereafter	160 hours
In the calendar year of the 15th Anniversary and each year thereafter	200 hours
In the calendar year of the 25th Anniversary and each year thereafter	240 hours

The calendar year shall extend from January 1st to December 31st. Vacations shall apply only after the completion of one (1) year continuous employment unless approved by the City and employee.

Vacation entitlement will be calculated for non-permanent employees appointed to a Permanent position as follows:

The determination of annual vacation entitlement will include service as a non-permanent employee prorated based on 2080 hours per eligible years of service from the date of initial employment to the date of appointment to a permanent position, provided there has not been a break in service as defined in Article 10.04. This service time will be recognized in conjunction with his years of service as a permanent employee for the purpose of determining vacation entitlement.

### **16.02 Compensation Of Holiday Falling Within Vacation Schedule**

If a paid holiday falls or is observed during an employee's vacation period, he shall be allowed an additional vacation day with pay at a time to be mutually agreed between the City and the employee.

### **16.03 Calculation of Vacation Pay**

Vacation pay shall be computed at the rate of  $\frac{3}{52}$  of the employee's total earned income as reported on the year end pay stub for the preceding year, for employees entitled to one hundred and twenty (120) hours vacation; at the rate of  $\frac{4}{52}$  of the employee's total earned income as reported on the year end pay stub for the preceding year for employees entitled for one hundred and sixty (160) hours vacation; and at the rate of  $\frac{5}{52}$  of the employee's total earned income as reported on the year end pay stub for the preceding year for employees entitled to two hundred (200) hours vacation; and at the rate of  $\frac{6}{52}$  of the employee's total earned income as reported on the year end pay stub for the preceding year for employees entitled to two hundred (240) hours vacation; provided that, in the case of employees appointed to a permanent classification, if the present salary or wages of such classification for the holiday period would exceed proportions set out above, the present rate shall be paid.

Effective January 1, 2009, Non-permanent employees who reach 31,200 hours will earn a vacation entitlement with pay based on five (5) weeks of vacation. Employees who reach 52,000 hours will earn a vacation entitlement with pay based on six (6) weeks of vacation.

**16.04 Vacation Pay On Termination**

An employee terminating his employment at any time in his vacation year, before he has had his vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, prior to termination.

**16.05 Vacation Pay On Retirement**

Upon retirement, an employee shall be entitled to Vacation Pay to the last day of employment.

**16.06 Preference In Vacations**

Seniority shall be the governing factor for preference in vacations within each Work Unit of a Department unless there is mutual agreement amongst the employees.

**16.07 Vacation Schedules**

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

**16.08 Unbroken Vacation Period**

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

**16.09 Approved Leave Of Absence During Vacation**

Where an employee qualifies for approved Sick Leave, Bereavement or any other Leave as provided in this Agreement during his period of vacation, there shall be no deduction from the vacation credits for such absence. Where an employee qualifies for Sick leave as per the provisions of Article 17.01 the employee shall be allowed the working days during which he was sick to be charged to his sick leave credits. The employee must produce a certificate from a Medical Practitioner for the illness certifying that he was unable to carry out his duties during the vacation period. Such certificate must be produced on the first day of his return to work.

The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date at the employee's option and with the approval of the City.

## **ARTICLE XVII - SICK LEAVE**

### **17.01 Sick Leave Defined**

Sick Leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, exposed to contagious disease, or under the examination or treatment of a physician, chiropractor, optometrist or dentist or because of an accident for which Compensation is not payable under the Workers' Compensation Act or the Automobile Accident Insurance Act. An employee shall notify his Out of Scope Manager or Department Head at or before the normal reporting time for work if he is sick and is not going to report for work unless such notification is not reasonably possible and, in any event, at the first opportunity.

### **17.02 Annual Paid Sick Leave**

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

Employees who are working the 10 hour shifts, the Sick Leave credit shall be converted to working hours on the basis of proportionate ratio of the former 8 hour shift (i.e.: fifteen (15) days per annum shall now become 120 hours per annum).

Employees who are working the 12 hour shifts, the Sick Leave credit shall be converted to working hours on the basis of proportionate ratio of the former 8 hour shift (i.e.: fifteen (15) days per annum shall now become 120 hours per annum).

All sick leave credits will be based on an eight (8) hour day regardless of shift length.

### **17.03 Accumulation Of Sick Leave**

The unused portion of an employee's Sick Leave shall accrue for his future benefits.

### **17.04 Illness In The Family**

Where no one other than the employee can provide for the needs, during illness, of an immediate member of his family, the employee may use a maximum of five (5) days in a Calendar year, accumulated Sick Leave, upon the approval of the Department Head, for the purpose of caring for the immediate member of the family. Two (2) of the five (5) Sick Leave days will be charged to the employee's accumulated Sick Leave entitlements and the remaining days will be charged against Sick Bank.

The employee will only be eligible for this benefit if their personal sick leave balance is a minimum of two (2) days at the time the provision is accessed.

### **17.05 Deductions From Sick Leave**

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

### **17.06 Proof Of Illness**

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

- b) The City reserves the right to request a Modified Work Form regarding an employee who is absent from work due to non-work related illness or injury that will result in an absence in excess of five (5) working days. When accessing personal sick leave credits such report shall be voluntary and at the employee's option. Such report shall be provided by a qualified Medical Practitioner who shall determine the employee's ability to perform his regular or modified work duties.

#### **17.07 Sick Leave - Casual Employees**

Sick Leave shall not be provided to Casual and Part-Time employees for the first 800 hours of accumulated employment. Following the initial 800 hour period, Sick Leave benefits shall be the same as that for Permanent employees, with the Sick Leave to be accumulated from the date of initial employment and calculated on a pro-rated basis according to hours worked.

#### **17.08 Sick Leave Bank**

A Sick Leave Bank Committee comprised of two members representing the Union and two members representing the City will exist. The duties of the Committee are to consider applications for the use of the Sick Bank from employees. Should the members of the Committee fail to agree on a decision, the question would be referred to the City Manager. The Bank will operate on the following basis:

##### **1. Permanent Employees**

- a) Permanent Employees who are unable to work due to injury or illness are eligible to apply to the Sick Bank. The Bank is funded by the Employer. Employees are eligible to receive 100% of their base/card rate (excludes overtime, and other premiums) for a maximum of twelve (12) months.
- b) If a permanent employee remains unable to work due to injury or illness beyond twelve (12) months, they can apply for Long Term Disability (LTD) benefits. Details of the LTD plan include:
  - i. Employees pay 100% of the monthly LTD premium. Therefore any benefit that is received is considered non-taxable.
  - ii. The monthly benefit amount is 60% of their base/card rate (excludes overtime, and other premiums) of the first \$3,000 of monthly earnings and then 45% of earnings in excess of \$3,000 per month.
  - iii. Employees are eligible to receive LTD benefits until age 65 or no longer disabled.
  - iv. The definition of disability is based on 'own occupation' for the first 24 months of LTD and thereafter 'any occupation'.
  - v. The insurance provider is the adjudicator of the LTD plan.

##### **2. Casual and Part-time Employees**

- a) Casual and Part-Time employees shall not be entitled to utilize the Bank until they have completed 800 hours of accumulative employment.
- b) Casual and Part-Time employees who have completed 800 hours and who become unable to work due to injury or illness are eligible to apply to the Sick Bank. The Bank is funded by the Employer. Employees are eligible to receive 100% of their base/card rate (excludes overtime, and other premiums) for a maximum of twelve (12) months or until the general layoff date for employees who are normally laid off. The base/card rate for Casual and Part-Time employees is determined by calculating a pro-rated amount.

- c) If a Casual/Part-Time employee who accessed the Sick Bank until the normal lay off date is still unable to return to work from their injury or illness at the time of recall, they will be eligible to re-apply to the Sick Bank for the balance of the twelve (12) month maximum payment.

d) Casual and Part-Time employees are not eligible for Long Term Disability.

**3. For both Permanent and Casual/Part-Time employees, the following applies:**

- a) Employees requesting to access the CUPE Local #160 Sick Bank will follow the outlined procedure:
- When applying for Sick Bank, Medical documentation must accompany application;
  - Use all accumulative sick credits;
  - Exhaust up to 2 weeks annual leave (depending on availability);
  - Use banked time and banked EDO's, leaving the employee with no less than a totaled amount balance of 40 hours in their bank;
  - The First 25.5 hours of Sick Bank will be coded against Banked Time or Vacation whichever the employee requests, if the employee does not have the vacation or banked time to cover these 25.5 hours these hours will be coded to Leave Without Pay;
  - The hours used from the Sick Bank will start after 25.5 hours;
  - Employee may be requested, by the Committee, to attend the monthly meetings;
- b) The Sick Bank Committee reserves the right to request that a "Modified Work Form" be completed and returned to the Committee. The City shall pay the cost associated with the completion of the Modified Work Form. Based on medical information, if it is determined that an employee is capable of performing modified work, the Committee will explore options for modified duties. The intent is to have the employee maintain as many of their regular duties as possible, but can include tasks outside of the employee's normal job classification. The duration of each modified work assignment will be determined on a case by case basis and should not extend beyond three months unless of extenuating circumstances. Employees performing modified work will be paid at the rate of pay they were earning at the time the employee began drawing credits from the Sick Bank. Such employees shall not displace another permanent employee. If the Sick Bank Committee finds it necessary to initiate communication with the medical practitioner in order to clarify relevant return to work or modified work concerns the communication will be done jointly between the employer and employee co-chairs and the Sick Bank applicant will be kept informed as to the nature of the communication. The modified work form to be used for this purpose is provided as Attachment "A" and forms part of this agreement.
- b) **Recurrent Disability**  
If an employee recovers after receiving Sick Bank benefits and returns to work, but the same disability recurs, it will be considered a continuation of the previous disability if the period between disabilities is less than six months.
- c) **Reduction of Benefit**  
The amount of the Sick Bank benefit shall be reduced by any benefits received from the Canada Pension Disability Plan.

## d) Implementation

At the time of implementing these changes to the Sick Leave Bank, any employee drawing Sick Leave Credits will have their time drawing from the Sick Leave Bank used to determine their future entitlement. In no case will an employee be entitled to less than one (1) year.

## **ARTICLE XVIII - LEAVE OF ABSENCE**

For employees who are working the twelve (12) hour shift and the ten (10) hour shift, the sections under Leave of Absence referred to in Article XVIII, the number of days shall be converted into hours on the basis of proportionate ratio of the former eight (8) hour shifts.

### **18.01 Leave of Absence For Union Functions**

- a) Upon request to the City, an employee elected or appointed to represent the Union at a National Convention of the Canadian Union of Public Employees, Saskatchewan Division, of the Canadian Union of Public Employees, the Saskatchewan Federation of Labour or the Canadian Labour Congress, shall be allowed Leave of Absence without pay providing a minimum of five (5) working day's notice is first given to the City.
- b) When the Union delegates members on a short term basis to take time off for Union business, the City shall continue to pay the normal rate of pay and will bill the local Union. The local Union will then reimburse the City for lost wages and benefits.
- c) Employees must receive approval from their Out of Scope Manager to leave the place of work and that permission will not be unreasonably withheld.

### **18.02 Leave of Absence For Full Time Union Or Public Duties**

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

### **18.03 Paid Bereavement Leave**

An employee requiring Bereavement Leave shall apply in writing to the Department Head who shall grant such Leave and designate, in writing, a reasonable length of time up to a maximum of five (5) regularly scheduled work days as leave without loss of pay or benefits in the case of death of a parent, wife, husband, common-law spouse, sister-in-law, brother-in-law, grandparent, grandchild, guardian, fiancé, sister, brother, mother-in-law, father-in-law, niece, nephew,  **aunt, uncle** or any child or step child of the employee or for any other relative for whom the employee is required to administer bereavement

responsibilities. Where burial occurs outside the Province, such leave may be extended by the Department Head to include reasonable travelling time with the total bereavement leave time not to exceed seven (7) working days. This provision shall apply to Casual employees only after the completion of 800 hours of accumulative employment.

If special circumstances or a long weekend prevents putting the request in writing in advance, a verbal request will be sufficient to be followed by a written request upon return to work.

#### **18.04 Time Off For Voting**

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

#### **18.05 Maternity Leave**

##### **A) Maternity/Adoption/Parental Leaves**

##### **1) Maternity/Adoption Leave**

###### **a) Service Requirements**

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

###### **b) Length of Leave**

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

If the employee fails to submit a proper application, as specified, she must be given Leave a minimum of fourteen (14) weeks Leave starting at any time in the eight (8) weeks prior to the estimated date of birth.

###### **c) Seniority Status**

While on Adoption/Maternity Leave, an employee shall retain full employment status and accumulate all benefits under this Collective Agreement.

###### **d) Return to Work**

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

## 2) Parental Leave

### a) Service Requirements

An employee shall qualify for Parental Leave after completion of 20 weeks of employment within the 52 weeks prior to the Leave commencing and submission of a written application for Parental Leave without pay, at least four weeks before the day specified by him as the intended date of commencement.

### b) Length of Leave

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

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

### c) Seniority Status

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

### d) Return to Work

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

## 3) Paternity Leave

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

Paternity Leave may be used as follows:

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

**18.06 General Leave**

An employee may be granted a Leave of Absence without pay and without loss of seniority when he requests such Leave for good and sufficient cause. Such request shall be in writing and approved by the City Manager.

While on such leave, an employee shall not lose accumulated seniority and benefits but shall not earn seniority and benefits during such Leave.

During a Leave of thirty (30) calendar days or less, seniority and benefits shall continue to be earned and accumulated.

While on Leave of Absence without pay, employees must make arrangements through the Payroll Division of Financial Services to pay their group life premiums.

**18.07 Paid Jury Or Court Witness Duty Leave**

The City shall grant Leave of Absence without loss of seniority benefits to an employee who attends jury selection, serves as a juror or subpoenaed witness in any Court. The City shall pay such an employee the difference between his normal earnings and the payment he receives for jury service or subpoenaed Court Witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a Court witness in any matter arising out of his employment will be considered as time worked at the appropriate rate of pay. Employees working the evening or night shifts may have the above provision apply as if such took place during their regular working hours with the consent of the City.

**18.08 Retirement Leave**

Upon one (1) month's written notice of retirement, excluding time taken to dispose of personal leave credits, employees will be given the necessary time off with pay to receive any necessary pre-retirement counselling or prepare any documents such as pension applications. The length of time will not exceed two (2) days. Requests for such time off will be made in writing to the out of scope Manager.

**ARTICLE XIX - PAYMENT OF WAGES AND ALLOWANCES****19.01 Pay Days**

The City shall pay wages every two (2) weeks in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day, an itemized statement of his wages, overtime and other supplementary pay and deductions will be made available to each employee. A hard copy shall be provided to those employees who request it. Transportation Allowances will be paid at the end of each month. All Casual employees shall be paid their cumulative Vacation Pay each pay period.

**19.02 Pay On Transfer, Lower Rated Job**

When a Permanent employee is assigned by the employer to a position paying a lower rate, his rate of pay shall not be reduced.

**19.03 Rate Of Pay On Promotion**

- a) Promotion – When an employee moves from one job classification to another with a higher maximum rate of pay, it shall be considered a promotion. If the employee's rate of pay

before promotion is below the minimum step of the new classification, the employee shall receive the first step of the new classification. If the employee's rate falls on or between the steps for the new classification, the employee shall be paid at the next higher step. If an employee's promotion results in more than a 5% adjustment in pay, the employee's increment date shall change to the effective date of promotion.

- b) Transfer – When an employee moves from one position to another with the same pay range, the employee shall maintain their rate of pay and increment date.
- c) Demotion – When an employee successfully applies for a position with a rate of pay which is lower than their previous position, it shall be considered a demotion and an employee shall be paid at the rate of pay in the new lower salary range which corresponds with their total years of service with the City and retain their increment date.

#### **19.04 Pay On Temporary Transfers, Higher Rated Job**

- 1) When an employee is assigned to temporarily relieve in or performs the principle duties of a higher paying position at an hourly rate of pay, he shall receive the Perm After 1 Year rate if the employee is Permanent and Casual After 800 hours for Casual Employees.
- 2) Where the higher position is outside the bargaining unit, he shall be paid at the higher of the first step of the pay range for the position filled or 10% more than his regular rate of pay, to the maximum of the range being filled. The employee shall be deemed to be covered by the Collective Agreement during the period of temporary assignment.

#### **19.05 Salary Overgrading**

The City and the Union may at any time negotiate an overgrading or reclassification of any rate of pay covered by this Agreement for any individual employee or classification and such overgrading or reclassification shall continue so long as mutually agreed.

#### **19.06 Notice Upon Termination**

An employee is requested and should provide to the City one (1) calendar month's notice upon terminating employment.

#### **19.07 Metric Conversion And Specialized Tools**

The City shall provide to each person requiring metric tools, and specialized tools, such tools as shall be determined by the City and the tools shall remain the property of the City but the responsibility of the employee to maintain subject to the City replacing any lost or broken tools. These tools shall be used only for the work of the City.

#### **19.08 Equipment Pay – Partial Day**

Employees who are operating equipment for a minimum of 3 hours in the morning shall receive payment for 4.5 hours operating it. Employees who are operating equipment for a minimum of 3 hours in the afternoon shall receive payment for 4 hours. Employees who are operating equipment for less than 3 hours in the morning or afternoon shall be paid at the appropriate Equipment Operator rate of pay.

#### **19.09 Acquisition of Equipment – Schedule C**

When a piece of equipment is acquired by the City, a four person committee consisting of two management and two union representatives shall meet to determine its classification.

Schedule "C" will be reviewed and updated by the Committee, prior to the end of each year.

## **ARTICLE XX - EMPLOYEE BENEFITS**

### **20.01 Rest Break**

All employees working full time hours shall be entitled to two (2) rest breaks, not exceeding fifteen (15) minutes duration. An employee working less than full time hours shall be entitled to one (1) rest break for each continuous 4 hour period worked in a day. Rest Breaks are to be taken at a time and place considered convenient by the Department Head or designate, but preferably at the job site.

### **20.02 Representation On Municipal Employees' Pension Plan Advisory Committee**

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

### **20.03 Municipal Employees' Pension Plan**

Employees are required to join the Municipal Employees' Pension Plan in accordance with the provisions of the Superannuation Act.

### **20.04 Group Benefits**

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

a) Life Insurance

Employee Basic Life Insurance	\$50,000
Dependent Basic Life Insurance - Spouse	\$10,000
Dependent Basic Life Insurance - Child	\$5,000
Premiums - one-half (1/2) Employee; the remainder to be paid by the City.	

b) Accidental Death & Dismemberment

An amount equal to your Basic Life Insurance

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

c) Health Care

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

d) Dental Care

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

- i) Basic dental expenses shall be reimbursed at the rate of 100% of eligible costs.

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

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

e) Employee Family Assistance Program

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

**20.05 Workers' Compensation Pay Supplement**

All employees shall be covered by the Workers' Compensation Act. An employee prevented from performing his regular work with the City on account of an occupational accident that is covered by the Workers' Compensation Act shall receive from the City the difference between the amount payable by the Workers' Compensation Board and his last rate of pay.

Pending a settlement of the insurable claim, the employee shall continue to receive the full pay and benefits of this Agreement, subject to necessary adjustments. In order to continue receiving his regular rate of pay, the employee shall assign his Compensation cheque to the Employer. In return, the City shall indicate the amount received from the Compensation Board on the employee's Income Tax (T-4) form. Casual/Part Time employees shall only receive this benefit after the Workers' Compensation Board has approved the claim.

Provisions of this Article shall apply for a period not in excess of eighteen (18) months for each claim.

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

**20.06 Education Leave**

- a) The City may grant Educational Leave without loss of pay or benefits to employees who apply for Leave upon approval of the City Manager. Each application will be considered and decided on the basis of the course being work related directly to the employee's present job or related to job advancement.
- b) The cost of the course, tuition expenses such as travel, meals, accommodation, will also be considered. If the City pays the cost of the Educational Leave, then the employee must work for the City for at least twelve (12) months following completion of the course. In the event the employee leaves the employ of the City within the twelve (12) month period, the employee shall reimburse the City the portion of the cost prorated to the time worked in the twelve (12) month period. The length of time

required to complete the course shall determine the length of time the employee would be required to remain in the employ of the City.

- c) Where more than one employee in a Department of more than two (2) employees in the bargaining unit apply for Leave during overlapping periods, then the applicants with the most seniority shall be preferred.

#### **20.07 Change Of Employment**

Where, by reason of disability, change of system or requirement of a position or other cause, an employee is deemed incapable of performing the duties of his position, he may be transferred to other employment for which he is better suited and his rate of pay adjusted to the rate of such other work. Wherever possible, without sacrifice to efficiency, this course shall be taken in preference to termination of employment.

#### **20.08 Safety Measures**

The City and all employees agree to adhere to the Occupational Health And Safety Act and The Regulations made thereunder.

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

#### **20.09 Clothing Allowance and Safety Footwear**

The City shall pay for clothing for employees as listed below. All clothing items shall be replaced on an exchange basis.

The City shall pay the cost of CSA approved safety footwear to a maximum City contribution of \$200.00 per pair for all employees who work a minimum of seven (7) months in a calendar year and to a maximum of \$100.00 per pair for employees who work less than seven (7) months in a calendar year. Subject to the approval of the Department Head and based on job requirements, certain employees will be eligible for both summer and winter safety footwear cost shared on the same basis. The City will also reimburse employees for the repair of safety footwear on the same cost shared basis. Safety footwear will be replaced on an exchange cost shared basis. Receipts will be required for reimbursement.

The City shall supply CSA approved steel toed rubber boots to all employees as required.

With the introduction of the safety footwear policy, it is now mandatory for all non-permanent employees (Casual and Summer employees) and all new permanent employees to wear safety footwear at all times on the job where applicable.

All permanent employees who purchase safety footwear under the policy will be required to wear such safety footwear at all times on the job where applicable.

It is mandatory for all City employees to wear safety footwear at all times on the job where applicable.

- 1) Employees required to work in traffic paint, water, mud, oil or asphalt, shall be supplied with rubber boots and such other protective garments that are required.
- 2) Employees engaged in garbage collection shall be issued with two (2) pairs of coveralls which will be replaced as required.
- 3) Employees classified as Mechanics or Tradespersons shall be issued with four (4) pairs of coveralls which will be replaced as required.
- 4) Employees classified as Landfill Attendants will be issued two (2) pairs of coveralls complete with shoulder flashes which will be replaced as required.
- 5) Employees at City owned Arenas shall be issued two shirts, two sweaters, two pairs of trousers, and one set of coveralls which will be replaced as required.
- 6) Waste Water Treatment Plant Operators shall be issued with two (2) pairs of coveralls which will be replaced as required.
- 7) Instrumentation Technician shall be issued with a jacket and pants (wash and wear type) and one (1) pair of coveralls which will be replaced as required.
- 8) Parking Meter Inspection staff and Permanent Water Meter Reader staff shall be supplied with the following clothing which will be replaced as required:
  - 1 uniform consisting of tunic and two (2) pairs of trousers
  - 3 shirts, 1 winter cap, 2 ties, 1 parka, 1 uniform cap, 1 spring and fall topcoat, with the necessary badges on all clothing as required
- 9) Sign Shop Foreman II, Sign Shop Bid Labourer, Traffic Maintenance Person, Maintenance, Mechanics, Electricians, Plumber, Welders, Plant Utilities Maintenance Persons, Engineering Assistants, Engineering Technicians I, II and III, Labourer III – Forestry and Snow Removal, Foreman II Forestry and Snow Removal, EOIV Forestry Snow Removal and Instrumentation Technicians working outside in winter are to be supplied with the following.
  - A high visibility winter parka
  - A pair of high visibility winter coveralls.

Roadways department staff working outside in winter are to be supplied with:

  - A high visibility winter parka.

Clothing to be dispensed on an exchange basis as required.
- 10) Two (2) pairs of coveralls for Water Treatment Plant Operators which will be replaced as required.
- 11) Permanent Equipment Operators who are required to do the greasing and servicing of the machines shall be issued two (2) pairs of coveralls which will be replaced as required.
- 12) Arena Attendants who service machinery shall be issued two (2) pairs of coveralls which will be replaced as required.

- 13) Employees at the Wastewater Treatment Plant will be provided with winter parkas which will be replaced as required and a Spring/Fall work jacket which shall be replaced as required. All such clothing will remain at the workplace.
- 14) Employees assigned to the Collection and Distribution Division will receive the following:
- a high visibility winter water resistant parka
  - a pair of high visibility insulated water resistant coveralls
  - a maximum of two pairs of insulated CSA approved rubber boots per year. In the event the employees purchase these boots, reimbursement will be issued by the employer on a full cost basis with a maximum reimbursement of \$75.00 per pair.

#### **20.10 Transportation Of Accident Victims**

The transportation to the nearest physician or hospital for employees requiring care as a result of an accident on the job shall be at the expense of the City.

#### **20.11 Casual And Non-Permanent Employee Benefits**

All Non-permanent and Casual employees shall be provided with benefits as may be required under the Labour Standards Act And Regulations thereto.

All Casual employees having accumulated a minimum of 4000 hours of seniority shall participate in the basic life insurance portion only of the life insurance coverage as provided to permanent employees on a 50-50 cost share basis with the employer. The employee's annual premium for this benefit will be deducted equally on the first four pay periods following recall for each eligible employee.

#### **20.12 Eyeglasses**

The City shall pay for the cost of prescription safety glasses as follows:

a) Eligibility

Any employee who wears prescription glasses and works in an area, which is deemed to be an environment in which safety glasses are required, is eligible to purchase prescription safety glasses. The requirement to wear safety goggles and safety shields for specific kinds of work is not affected by this article.

b) Frames

The frames shall be a CSA approved safety frame with a non-detachable side shield.

c) Lens

The lens of the safety glasses must be made of plastic or polycarbonate. Ultraviolet coating will be allowed if required for occupational health reasons. Bi-focals, tri-focals or other multi-focal lens part of safety glasses are covered.

d) Cost-Sharing

The safety glasses will be paid for by the employee and the City will reimburse the employee for 100% of the cost of the safety glasses up to a maximum of \$250.00. All claims must be pre-authorized by the department head.

Glasses will be repaired or replaced using the same cost-sharing arrangement for those who have damaged the glasses at work and for those who need new glasses due to change in their eyesight prescription.

The cost of the eye examination will be the responsibility of the employee unless the employee is covered under the Group Insurance Health Program. Only one set of prescription glasses per prescription will be allowed.

## **ARTICLE XXI - GENERAL CONDITIONS**

### **21.01 Proper Accommodation**

Accommodation shall be provided for employees to have their meals and store and change their clothes.

### **21.02 Classifications**

Classifications or job descriptions for all positions for which the Union is the bargaining unit shall be prepared by the employer to be reviewed with the Union and any changes shall similarly be reviewed with the Union. New job descriptions or changes made to a current job description by the City that add additional duties or tasks or that change the qualifications shall be reviewed with the Union. How these changes affect the rates of pay or hours of work shall be negotiated with the Union. Copies of the classifications or job descriptions shall be made available to the Union.

When the City desires to include a classification or job description not presently included in this Agreement, the rate for the classification shall be negotiated with the Union before a vacancy is posted.

### **21.03 Continuation of Acquired Rights**

All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation of regulation shall invalidate or disallow any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence. In such event, the Article(s) in question shall be reopened for negotiation.

### **21.04 Technological Change**

The City undertakes to notify the Union in advance of any technological change which may result in changes in the employment status of employees. The City will, through transfer or retraining, make every effort to ensure that no Permanent employee's hours of work are reduced or laid off on account of a technological change.

In the event that an employee is displaced as a result of technological change and the employee is placed in a position with a lower wage rate, the employee's wage shall remain at his previous level for six (6) months.

### **21.05 Training Courses**

- a) Recognizing the mutual benefit of employer initiated training, the City will provide such training whenever possible within normal work hours. Where attendance of an employee has been approved for a City sponsored course, which occurs outside of his or her regular work hours or on an earned day off, the equivalent time off will be granted. Employees will not be required to work more than their regular work schedule.

When, at the City's initiation, an employee attends a course outside of Prince Albert that requires travel outside of the employee's regular work hours, the equivalent time off will be granted in lieu of this travel time. The cost of meals, travel, and accommodation for all city approved courses outside of Prince Albert shall be provided in accordance with City policy.

- b) All employees are eligible to submit individual requests for training and development courses. If such applications are approved by the City, the costs of tuition and books will be reimbursed upon proof of successful completion of the course.

The cost of meals, travel, and accommodation for all City approved courses outside of Prince Albert shall be provided in accordance with City policy.

#### **21.06 Liability Arising From Performance of Duties**

The City agrees to indemnify and save harmless every employee within the scope of this agreement in respect of any claim made against such employee arising from or related to the performance or attempted performance of such employee's duties or for the carrying out of an order or orders of a superior except where it is proven that the claim results from wilful or wanton dereliction of duty or gross negligence by the employee. In the event that such claim results in any Judgement or monetary award against an employee, the City will indemnify and save harmless the employee in respect of such Judgement or monetary award and will assume the cost of any legal proceedings incurred by any employee in respect to any civil, criminal, statutory or bylaw claims or charges against such employee resulting from the performance or attempted performance of his duties or the carrying out of an order or orders of a superior. If, in the opinion of legal counsel representing the employee, an appeal against the Judgement award or conviction should be taken, the City and the Union will review the matter and mutually agree how to proceed.

Should the City and the Union fail to mutually agree on how to proceed, the matter will then be referred to the Dean of the College of Law, University of Saskatchewan for a decision. If an appeal is pursued, the City will assume the costs of any such appeal.

#### **21.07 Temporary Instructor/Training**

Employees selected by the Employer to temporarily train or instruct training courses will receive a differential of 10% of their top hourly rate for all hours of such instruction.

Eligibility for compensation under this clause requires that the employee is appointed by the employer to provide training on a specific topic, specific skill development or safety, for a prescribed period of time.

**ARTICLE XXII - TERM OF AGREEMENT**

**22.01 Duration**

This Agreement shall be binding and remain in effect from **January 1, 2020 to December 31, 2021** and shall continue from year to year thereafter unless either party gives to the other party notice in writing between the period of thirty (30) days and sixty (60) days prior to the termination date of their desire to negotiate revisions to the Agreement or to terminate the Agreement. All conditions of this Agreement, except a general increase to rates of pay, are negotiable during the term of this Agreement.

**22.02 Attached Schedules**

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

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

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

**ON BEHALF OF THE CANADIAN UNION  
OF PUBLIC EMPLOYEES LOCAL #160**

\_\_\_\_\_  
**Greg Dionne  
MAYOR**

\_\_\_\_\_  
**Leslie Mourot Bartley  
PRESIDENT**

\_\_\_\_\_  
**Terri Mercier  
A/CITY CLERK**

\_\_\_\_\_  
**Mike Huxley  
VICE-PRESIDENT**

**DATED:** \_\_\_\_\_

**LETTER OF UNDERSTANDING #6**  
**BETWEEN**  
**THE CORPORATION OF THE CITY OF PRINCE ALBERT**  
**AND**  
**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL #160**

This Letter of Understanding shall become and form part of this Collective Agreement between the above parties.

1. The employer and the Union agree to an employee rate of pay as per Schedule A of this agreement to be adjusted consistently with general rate of pay adjustments provided by the employer thereafter) per hour for employees with less than one thousand forty (1040) hours of employment. This classification shall be called "Parks/Engineering Worker". The Parks/Engineering Worker will be permitted to perform job functions of the following positions:

- Caretaker I
- Labourers I & II
- Maintenance Person I (Parks)
- Equipment Operators I, II & III
- Arena Attendant (w/o Refrigeration)
- Golf Course Worker
- Gardener
- Landfill Cashier
- Parking Meter Inspector
- Water Meter Reader
- Rodperson
- Storekeeper (supervised)
- Tradesperson (Labourer in Garage)

2. It is understood that employees who are terminated or resign in any one year and are rehired the following year shall not carry their accumulated hours of work forward; however, employees who are laid off in any one year and are recalled the following year, shall carry their accumulated hours of work forward and after completion of one thousand forty (1040) hours of work, they shall be placed into the regular classification system at the appropriate rate of pay.

1. It is understood that employees hired under the "Parks/Engineering Worker" rate will not be eligible for the temporary pay provisions of the Collective Agreement and will be expected to operate equipment (excluding units listed under the Equipment Operator IV, V and VI classifications) as directed without additional pay.

It is understood that employees hired under the new employee rate will not be eligible for the Temporary Pay provisions of the Collective Agreement and will be expected to operate equipment (excluding units listed under the Equipment Operator 4, 5 and 6 classifications) as directed without additional pay.

**This LOU supersedes LOU #6 dated August 28, 2018.**

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

**ON BEHALF OF THE CANADIAN UNION  
OF PUBLIC EMPLOYEES LOCAL #160**

\_\_\_\_\_  
**Greg Dionne  
MAYOR**

\_\_\_\_\_  
**Leslie Mourot Bartley  
PRESIDENT**

\_\_\_\_\_  
**Terri Mercier  
A/CITY CLERK**

\_\_\_\_\_  
**Mike Huxley  
VICE-PRESIDENT**

**DATED:** \_\_\_\_\_

**LETTER OF UNDERSTANDING #8**  
**BETWEEN**  
**THE CORPORATION OF THE CITY OF PRINCE ALBERT**  
**AND**  
**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL #160**

1. This Letter of Understanding shall become and form part of this Collective Bargaining Agreement between the above parties.
2. All employees covered by this agreement with a date of hire with the City of Prince Albert prior to 1990 will be exempt from the educational requirement to qualify for the following positions when said positions are posted for permanent or casual postings:

Caretaker I and II  
Concrete Finisher  
Equipment Operator I, II, III, IV & V  
Labourer I, II, III and IV  
Maintenance Person I (Parks)  
Sewer and Water Maintenance Person  
Traffic Maintenance Person  
Truck Driver  
Water Works Labourer

3. All employees covered by this agreement with a date of hire with the City of Prince Albert prior to January 1, 1990 will be exempt from only the grade 12 requirement to qualify for positions within the bargaining unit not listed above as follows:
  - a) When applying for a lateral transfer to the same classification in another work unit;
  - b) When applying for a position in a classification they once held and successfully completed probation or proving period in.

All other required qualifications must be met.

1. For postings that list a requirement for a qualification of Grade 12, employees will be required to have Grade 12 or equivalency as of the closing date of the competition. This requirement will be waived in job competitions where employees are exempt as designated in #2 and #3 of this Letter of Understanding. This procedure will operate in accordance with Article #11.04 "Role of Seniority in Promotions and Transfers" of the Collective Agreement.

**This LOU supersedes LOU #8 dated August 28, 2018.**

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

**ON BEHALF OF THE CANADIAN UNION  
OF PUBLIC EMPLOYEES LOCAL #160**

\_\_\_\_\_  
**Greg Dionne  
MAYOR**

\_\_\_\_\_  
**Leslie Mourot Bartley  
PRESIDENT**

\_\_\_\_\_  
**Terri Mercier  
A/CITY CLERK**

\_\_\_\_\_  
**Mike Huxley  
VICE-PRESIDENT**

**DATED: \_\_\_\_\_**

**LETTER OF UNDERSTANDING #12****BETWEEN****THE CORPORATION OF THE CITY OF PRINCE ALBERT****AND****THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL #160**

This Letter of Understanding shall become and form part of this Collective Agreement between the above parties.

Notwithstanding the provisions of Article 13.01.2, as long as four (4) Operator positions and three (3) Relief Operator positions are filled at the Water Treatment Plant the following shall apply:

1. When a Relief Operator is required to cover an unscheduled day shift, Monday to Friday, he shall be paid overtime rates for all hours in excess of eight and one-half (8½) hours.
2. A shift shall be considered unscheduled if a Relief Operator receives twenty-four (24) hours or less notice to work a shift.
3. A shift shall be considered scheduled if a Relief Operator receives more than twenty-four (24) hour's notice to work a shift.
4. When a Relief Operator is required to cover a scheduled day or night shift(s), he shall be paid at regular rates for the entire twelve (12) hour shift(s). (In order to reduce the number of hours worked in a two week pay period, the Relief Operators shall take days off in that pay period). The Relief Operator shall not receive less than the minimum hours of work for that pay period. The Relief Operator shall be paid overtime rates for any time (less than one day) worked over the minimum hours of work for that pay period.
5. When a Relief Operator is required to cover an unscheduled day shift on his regularly scheduled Friday earned day off, Saturday or Sunday, he shall be paid overtime rates for the entire twelve (12) hour shift.
6. When a Relief Operator is required to cover an unscheduled night shift at any time, he shall be paid overtime rates for the entire twelve (12) hour shift.
7. When a Relief Operator is required to cover an unscheduled day or night shift, the Relief Operators shall assume he will have to operate the next twelve (12) hour shift at regular rates unless notified by the Water Treatment Plant Operator that he is returning to work.
8. The Relief Operators shall be given first opportunity to operate the Water Treatment Plant when coverage is required for the regular Water Treatment Plant Operators.

This letter shall continue to be in force unless revoked by mutual consent or in the even the Employer fails to maintain the positions as referred above filled in accordance with this letter, where in either case the provisions of Article 13.01.2 will apply.

**This LOU supersedes LOU #12 dated August 28, 2018.**

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

**ON BEHALF OF THE CANADIAN UNION  
OF PUBLIC EMPLOYEES LOCAL #160**

\_\_\_\_\_  
**Greg Dionne  
MAYOR**

\_\_\_\_\_  
**Leslie Mourot Bartley  
PRESIDENT**

\_\_\_\_\_  
**Terri Mercier  
A/CITY CLERK**

\_\_\_\_\_  
**Mike Huxley  
VICE-PRESIDENT**

**DATED: \_\_\_\_\_**

**LETTER OF UNDERSTANDING #24**

**BETWEEN**

**THE CORPORATION OF THE CITY OF PRINCE ALBERT**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL #160**

WHEREAS the City of Prince Albert and Canadian Union of Public Employees Local #160 have agreed to establish the hours of work and rate of pay for the new casual classifications of Janitor / Event Worker.

NOW THEREFORE, the parties agree as follows:

The rate of pay for the position of Janitor / Event Worker I shall as established in Schedule 'A'

- a. The Janitor/Event Worker job description will be modified to include the "Ability to operate small motorized equipment". In recognition of this job description modification, the Janitor/Event Worker I rate of pay will receive a \$0.50 per hour pay increase effective January 1, 2009.
- b. The position of Janitor Event Worker II will be phased out through attrition and will not be refilled after the incumbent(s) voluntarily terminate.
- c. The hours of work shall not exceed forty (40) hours per week, and shall not exceed ten (10) hours per day. They shall receive a one-hour unpaid meal break at a time scheduled in advance by the Manager. Minimum shift length shall be four (4) hours.
- d. Schedules shall be issued two (2) weeks in advance and are subject to change by reason of necessity. Changes to schedules require 48 hours advance notice.
- e. Shift Differential as per Schedule "B" 1 of this collective agreement shall apply to these classifications.
- f. A call list shall be created. The call list shall be established and administered based on seniority. A separate non-permanent seniority list shall be prepared for Janitor/Event Worker 1's and supplied to the Union on September 1 and March 1 of each year for the purpose of establishing the order of call in for available hours.

**This LOU supersedes LOU #24 date August 28, 2018.**

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

**ON BEHALF OF THE CANADIAN UNION  
OF PUBLIC EMPLOYEES LOCAL #160**

\_\_\_\_\_  
**Greg Dionne  
MAYOR**

\_\_\_\_\_  
**Leslie Mourot Bartley  
PRESIDENT**

\_\_\_\_\_  
**Terri Mercier  
A/CITY CLERK**

\_\_\_\_\_  
**Mike Huxley  
VICE-PRESIDENT**

**DATED:** \_\_\_\_\_

**LETTER OF UNDERSTANDING #28**

**BETWEEN**

**THE CITY OF PRINCE ALBERT**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL #160**

WHEREAS the City of Prince Albert and Canadian Union of Public Employees Local #160 have agreed to implement the updated job descriptions.

NOW THEREFORE, the parties agree to the following:

1. That the new job description, Community Services Worker – Casual, be implemented, eliminating the slash position of Arena Attendant/Labourer III and eliminating any additional pay for Foreman I work. The negotiated wage for this position will be as per schedule 'A' of this agreement. Increases to this wage would be associated with any increases for the Bargaining Unit.
2. That the 2 casual employees who have not obtained their driver's licence will continue to maintain their seniority and Labourer I status within the union.

**This LOU supersedes LOU #28 dated August 28, 2018.**

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

**ON BEHALF OF THE CANADIAN UNION  
OF PUBLIC EMPLOYEES LOCAL #160**

\_\_\_\_\_  
**Greg Dionne  
MAYOR**

\_\_\_\_\_  
**Leslie Mourof Bartley  
PRESIDENT**

\_\_\_\_\_  
**Terri Mercier  
A/CITY CLERK**

\_\_\_\_\_  
**Mike Huxley  
VICE-PRESIDENT**

**DATED: \_\_\_\_\_**

**LETTER OF UNDERSTANDING #33**  
**BETWEEN**  
**THE CORPORATION OF THE CITY OF PRINCE ALBERT**  
**AND**  
**CUPE LOCAL # 160**

WHEREAS The City Of Prince Albert and Local # 160 of CUPE have reached a mutual agreement on a revised Classification system within the Collection/Distribution Work Unit.

**NOW THEREFORE, the parties agree to the following:**

1. The new classification system will include additional classifications and qualification requirements within the Collection/Distribution Work Unit.
2. The new classification system will provide for additional compensation provisions based on achieving certain levels of certification (Attachment 'B'). These additional provisions will form part of LOU #33 and will be part of the collective agreement.
3. At the time of signing of this LOU all current bid Casual and Permanent employees will be "grandfathered" into their current positions, however, in order to move into a new classification or increment level within their current or new classification they must meet the minimum qualifications for the classification or increment level.
4. "Ceiling Level" certification refers to Wastewater Collection or Water Distribution certifications achieved which are beyond the highest level recognized within that classification.

For all classifications in the Collection/Distribution Work Unit except for the Foreman Classifications employees receiving Wastewater Collection or Water Distribution certification above the "Ceiling Certification" for their classification will receive a one time bonus of \$150.00 for each additional certification received. This bonus will be treated as income and will be subject to normal deductions.

For those employees currently employed in the Collection/Distribution Work Unit as of November 30, 2009 who receive Level III classification in either of the two disciplines will receive a one-time bonus of \$300.00 for each Level III certification received. This bonus will be treated as any other form of income and will be subject to normal deductions.

Current Collection/Distribution staff who have previously achieved "Ceiling Certificates" as of the date of this signing will be eligible for the "Ceiling Certification Bonus".

Current CUPE 160 members who have gained "Ceiling Certification" will also be eligible for the "Ceiling Certification Bonus" once they have successfully completed the proving period within the Collection/Distribution Work Unit. Application for the "Ceiling Certification Bonus" must be made while holding a valid position in the Collection/Distribution Work Unit.

5. The various "Classifications" recognized within Collection/Distribution are:
  - a. Casual and Bid Casual Labourer
  - b. Permanent Labourer
  - c. EOIV
  - d. EOIV (Sewer Jet)
  - e. EOVI
  - f. EOVI
  - g. Maintenance
  - h. Foreman II
  - i. Foreman III

6. When a vacancy occurs that is to be filled it will be posted at the "Entry Level" of that Classification.
7. Acting Foreman duties will be given out based on a combination of seniority and certification as follows:
  - a. Seniority will be recognized as the determining factor for staff currently employed in the Collection/Distribution Work Unit, as of the date of this signing, in the assignment of acting Foreman positions
  - b. For all employees entering the Collection/Distribution Work Unit after the date of this signing the principle of "senior qualified" will apply.
8. Recognized training and certification that will be supported by the employer for staff in the Collection/Distribution Work Unit will be as defined below.
  - a. EO Practical = Equipment Operator Practical Assessment demonstrating competency on the designated piece of equipment for that Work Unit for the purposes of determining appointments to Equipment Operator Classifications
  - b. C/D I/II, II/III etc. = to be read as either Wastewater Collection I and Water Distribution II or vice versa
  - c. Hoist = Hoisting and Rigging certification for Maintenance position
  - d. 3-A or 5A = 3A Drivers or 5A Drivers
  - e. F/M = Fireman's Certificate
  - f. EO = Equipment Operator Theory course
  - g. Supervisory Training
9. The Operator's Certification Board (OCB) must issue full certification for each Wastewater Collection and/or Water Distribution certification in order to receive recognition and corresponding compensation for that certification level.
10. The employer agrees that all certification formal training sessions and testing times will be conducted during paid time and that the cost of such formal training sessions and testing will be borne by the employer under the following conditions
  - a. All training must receive prior approval from the Work Unit Manager. In the event that an employee were to fail to successfully complete a certain training or testing session, they would not be approved for employee sponsored support for that particular training or testing again.
  - b. As per the provisions of point 10a. all Collection/Distribution staff would be eligible for employer sponsored support for any relevant training, for which they would be eligible, as identified in sub-section 8 except for Supervisory Training which would be at the sole discretion of the employer.
  - c. The Wastewater Collection and Water Distribution tests fees will be paid for in advance by the employer. The employee will be required to sign a waiver authorizing the employer to deduct the testing fee from the employees wages in the event that the employee fails or does not complete the exam.
11. It will be the responsibility of the Employees to look after and keep track of their own certification documents, applications and renewals. Employees will provide copies of all certifications and renewals to HR to be maintained in their files. Failure to renew a certification or any other action resulting in the loss of certification will result in the loss of the corresponding recognition for that certification. However, the employee will not be penalized for failing to maintain certification if there was not a legitimate opportunity for that employee to access the training required to maintain certification.

It is hereby agreed by both parties that effective January 12, 2010, the language contained LOU #33 and Attachment 'B' form part of the collective agreement of CUPE Local #160.

**This LOU supersedes LOU #33 dated August 28, 2018.**

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

**ON BEHALF OF THE CANADIAN  
UNION OF PUBLIC EMPLOYEES**

\_\_\_\_\_  
**Greg Dionne  
MAYOR**

\_\_\_\_\_  
**Leslie Mourot Bartley  
PRESIDENT**

\_\_\_\_\_  
**Terri Mercier  
A/CITY CLERK**

\_\_\_\_\_  
**Mike Huxley  
VICE-PRESIDENT**

**DATED:** \_\_\_\_\_

**Letter of Understanding #33 - Attachment 'B'**  
**January 1, 2020 (1.75%)**  
**Collection and Distribution**  
**Classification and Increment Structure**

*\$150.00 for each C/D over "Ceiling Certification"			
*\$300.00 Bonus to Current Staff for achieving C or DIII			
<b>Position</b>	<b>Qualifications</b>	<b>Permanent Rate</b>	<b>Casual Rate</b>
<b>C-Labour (Entry)</b>	D/L, XII		22.52
<b>After 800 hrs</b>			23.64
<b>(LI)</b>	C/D I or I + F/M or Hoist		25.46
<b>P-Labour (Entry)</b>	D/L, XII	24.95	
<b>After 1 Year</b>		25.50	
<b>(LI)</b>	C/D I or I, EO, F/M + Hoist or 3A	26.20	
<b>EOIV (Entry)</b>	D/L, XII, EO Prac	26.72	24.15
<b>After 1 Year (Casual 800+ hours for all classification)</b>		27.20	25.40
<b>(LI)</b>	2 of C/D I&I, F/M, Hoist or 3A	27.51	25.60
<b>(LII)</b>	C/D I&I, F/M, Hoist and 3A	28.13	26.19
<b>EOIV (Sewer Jet)</b>	C-I, D/L, XII, EO, 3A	28.13	26.19
<b>(LI)</b>	C/D I&I, F/M, Hoist	28.75	26.76
<b>EO V (Entry)</b>	D/L, XII, EO Prac	27.31	24.66
<b>After 1 year</b>		27.80	25.94
<b>(LI)</b>	2 of C/D I&I, F/M, Hoist or 3A	28.13	26.19
<b>(LII)</b>	C/D I&I, F/M, Hoist and 3A	28.75	26.75
<b>EO VI (Entry)</b>	D/L, XII, EO Prac	27.92	25.12
<b>After 1 year</b>		28.46	26.43
<b>(LI)</b>	2 of C/D I&I, F/M, Hoist or 3A	28.75	26.75
<b>(LII)</b>	C/D I&I, F/M, Hoist and 3A	29.37	27.33
<b>Maint. (Entry)</b>	C/D I&I, D/L, XII, Hoist	27.74	26.38
<b>(LI)</b>	C/D I&III, F/M + EO, Hoist or 5A	28.44	27.05
<b>(LII)</b>	C/D II/III, F/M, EO, 3A	29.15	27.73
<b>F/M II (Entry)</b>	D/L, XII, F/M, EO, C/D II&II	29.72	26.75
<b>(LI)</b>	C/D II&III (or III&II) + Hoist or 3A	33.13	29.80
<b>(LII)</b>	C/D III&III + Hoist, 3A	33.94	30.57
<b>F/M III (Entry)</b>	3A, D/L, XII, F/M, EO, C/D II&II	33.94	30.57
<b>(LI)</b>	C/D II&III, Hoist	34.81	31.35
<b>(LII)</b>	C/D III&III	35.67	32.12

**Letter of Understanding #33 - Attachment 'B'**  
**January 1, 2021 (1.75%)**  
**Collection and Distribution**  
**Classification and Increment Structure**

*\$150.00 for each C/D over "Ceiling Certification"			
*\$300.00 Bonus to Current Staff for achieving C or DIII			
<b>Position</b>	<b>Qualifications</b>	<b>Permanent Rate</b>	<b>Casual Rate</b>
<b>C-Labour (Entry)</b>	D/L, XII		22.91
<b>After 800 hrs</b>			24.05
<b>(LI)</b>	C/D I or I + F/M or Hoist		25.91
<b>P-Labour (Entry)</b>	D/L, XII	25.39	
<b>After 1 Year</b>		25.95	
<b>(LI)</b>	C/D I or I, EO, F/M + Hoist or 3A	26.66	
<b>EOIV (Entry)</b>	D/L, XII, EO Prac	27.19	24.57
<b>After 1 Year (Casual 800+ hours for all classification)</b>		27.68	25.84
<b>(LI)</b>	2 of C/D I&I, F/M, Hoist or 3A	27.99	26.05
<b>(LII)</b>	C/D I&I, F/M, Hoist and 3A	28.62	26.65
<b>EOIV (Sewer Jet)</b>	C-I, D/L, XII, EO, 3A	28.62	26.65
<b>(LI)</b>	C/D I&I, F/M, Hoist	29.25	27.23
<b>EO V (Entry)</b>	D/L, XII, EO Prac	27.79	25.09
<b>After 1 year</b>		28.29	26.39
<b>(LI)</b>	2 of C/D I&I, F/M, Hoist or 3A	28.62	26.65
<b>(LII)</b>	C/D I&I, F/M, Hoist and 3A	29.25	27.22
<b>EO VI (Entry)</b>	D/L, XII, EO Prac	28.41	25.56
<b>After 1 year</b>		28.96	26.89
<b>(LI)</b>	2 of C/D I&I, F/M, Hoist or 3A	29.25	27.22
<b>(LII)</b>	C/D I&I, F/M, Hoist and 3A	29.88	27.81
<b>Maint. (Entry)</b>	C/D I&I, D/L, XII, Hoist	28.23	26.84
<b>(LI)</b>	C/D I&III, F/M + EO, Hoist or 5A	28.94	27.52
<b>(LII)</b>	C/D II/III, F/M, EO, 3A	29.66	28.22
<b>F/M II (Entry)</b>	D/L, XII, F/M, EO, C/D II&II	30.24	27.22
<b>(LI)</b>	C/D II&III (or III&II) + Hoist or 3A	33.71	30.32
<b>(LII)</b>	C/D III&III + Hoist, 3A	34.53	31.10
<b>F/M III (Entry)</b>	3A, D/L, XII, F/M, EO, C/D II&II	34.53	31.10
<b>(LI)</b>	C/D II&III, Hoist	35.42	31.90
<b>(LII)</b>	C/D III&III	36.29	32.68

**LETTER OF UNDERSTANDING #35**

**BETWEEN**

**THE CORPORATION OF THE CITY OF PRINCE ALBERT**

**AND**

**CUPE LOCAL # 160**

The City Of Prince Albert and Local # 160 of CUPE have agreed to modified language for article 13.01 9) to be incorporated into the 2014-2016 collective agreement as follows:

**"13.01 Hours of Work**

**9) Instrumentation Technician, Electrician and Plant Utilities Maintenance Person**

*a) The weekly hours of work shall either be an eight and one-half (8 1/2) hour day on a 5-5-4 schedule as per the provisions of Article 13.01 or a 4-10 schedule. The schedule will be determined by whichever more closely reflects the work schedule of the Work Unit to which they are assigned.*

*b) The hours of work for those assigned to the 4-10 schedule will be from 7:00 A.M. to 5:00 P.M. and shall be granted an on-site 30 minute paid meal break to be scheduled by the Manager. Where there is one employee in a classification he shall work these hours Monday to Thursday for four (4) weeks and at the start of the fifth (5th) week he would work Tuesday to Friday for four (4) weeks. Where there are two employees in the stated classifications, they shall work the opposite weekly shift thus providing coverage from Monday to Friday every week. In no instance will the two (2) week pay period minimum of eighty (80) hours of work be jeopardized by this clause."*

It is further agreed that current employees in the classifications identified in this article with a date of hire prior to January 1, 2015 will continue to retain their 4-10 shift status as provided for in article 13.01 9) of the 2011-2013 CUPE 160 collective agreement. However, the modified language in article 13.01 9) will apply to all subsequent staff members hired into the classifications identified in this article.

**This LOU supersedes LOU #35 dated August 28, 2018.**

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

**ON BEHALF OF THE CANADIAN  
UNION OF PUBLIC EMPLOYEES**

\_\_\_\_\_  
**Greg Dionne  
MAYOR**

\_\_\_\_\_  
**Leslie Mourot Bartley  
PRESIDENT**

\_\_\_\_\_  
**Terri Mercier  
A/CITY CLERK**

\_\_\_\_\_  
**Mike Huxley  
VICE-PRESIDENT**

**DATED: \_\_\_\_\_**

**LETTER OF UNDERSTANDING #36****BETWEEN****THE CORPORATION OF THE CITY OF PRINCE ALBERT****AND****CUPE LOCAL # 160**

The City Of Prince Albert and Local # 160 of CUPE have agreed that articles 17.07 and 17.09 and the provisions contained therein will be removed from the CUPE 160 collective agreement. However, it is further agreed the provisions of article 17.09 "*Sick Benefits on Termination of Employment*" as described in the 2011-2013 CUPE 160 collective agreement will be retained for all employees covered by this agreement as of the ratification date of the 2014-2016 contract. It is further understood by both parties that the removal of article 17.07 will have no impact, either positive or negative, on the retention or utilization of the benefit as agreed to in this Letter of Understanding.

The provisions of Article 17.09, as it appears in the 2011-13 CUPE 160 collective agreement and referenced below, shall apply only to those employees covered by the agreement as of the date of ratification of the 2014-16 CUPE 160 collective agreement – March 23, 2015.

**17.09 Sick Benefits On Termination Of Employment****(2011-13 CUPE 160 Collective Agreement)**

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

After completion of five (5) years continuous service, the unused sick credits will be paid on the basis of two percent (2%) per year of employment of accumulative sick credits as of the date of the employee actually leaving the service of the City to a maximum of 60% of sick credits. The maximum of accumulative sick credits shall be 194 days and such payment shall be at the rate of the employee's average daily earnings over the last five (5) full calendar years of service as reported on the T-4 slips before termination of employment or retirement.

**This LOU supersedes LOU #36 dated August 28, 2018.**

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

**ON BEHALF OF THE CANADIAN  
UNION OF PUBLIC EMPLOYEES**

\_\_\_\_\_  
**Greg Dionne  
MAYOR**

\_\_\_\_\_  
**Leslie Mourot Bartley  
PRESIDENT**

\_\_\_\_\_  
**Terri Mercier  
A/CITY CLERK**

\_\_\_\_\_  
**Mike Huxley  
VICE-PRESIDENT**

**DATED:** \_\_\_\_\_

**LETTER OF UNDERSTANDING #37**

**BETWEEN**

**THE CORPORATION OF THE CITY OF PRINCE ALBERT**

**AND**

**CUPE LOCAL # 160**

WHEREAS the City of Prince Albert and Canadian Union of Public Employees Local #160 have agreed to the addition of the position of Arenas/Facilities Maintenance Person.

NOW THEREFORE, the parties agree to the following:

1. The job description will include the following reference:
  - a. Under Special Conditions – Attain and possess a Chlorine Gas Ticket if required to do so.
2. Hours of work shall be as follows:
  - a. April – August Schedule
    - Tuesday – Saturday, 7:30 a.m. – 5:00 p.m.
    - Tuesday & Wednesday – Facilities Maintenance
    - Friday & Saturday – Arenas Maintenance
    - Thursdays alternate between Facilities and Arenas
    - Last 2 weeks in July, and August – 1:30 p.m. – 10:00 p.m. – Arenas Ice Making
  - b. September to March Schedule
    - Tuesday – Thursday 7:30 a.m. – 5:00 p.m.
      - Tuesday & Wednesday Facilities Maintenance
      - Thursdays alternate between Facilities and Arenas
    - Friday – Saturday 1:30 p.m. – 10:00 p.m. – Arenas Maintenance
3. Applicable Maintenance II rate of pay will apply for all hours worked as per the above schedule. Shift Differential of \$1.00 per regular hour worked will apply for hours worked on Saturday and outside the hours of 7:30 a.m. and 5:00 p.m.
4. The position will be posted as a Casual position for 2018.
5. Management will review the position prior to budget in the fall of 2018 to determine the ongoing status of the position.

**This LOU supersedes LOU #37 dated August 28, 2018.**

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

**ON BEHALF OF THE CANADIAN  
UNION OF PUBLIC EMPLOYEES**

\_\_\_\_\_  
**Greg Dionne  
MAYOR**

\_\_\_\_\_  
**Leslie Mourof Bartley  
PRESIDENT**

\_\_\_\_\_  
**Terri Mercier  
A/CITY CLERK**

\_\_\_\_\_  
**Mike Huxley  
VICE-PRESIDENT**

**DATED:** \_\_\_\_\_

<b>Schedule "A1" - PERM Pay Schedule</b>					
<b>Effective January 1, 2020 - 1.75%</b>					
<b>Classification</b>	<b>Start</b>	<b>After 1 yr</b>	<b>After 2 yrs</b>		
Airport Mtce. Person	26.72	27.20			
Airport Mtce. Supervisor	30.03	30.59			
Arena Attendants	25.51	26.00			
Arena Eng	31.40	32.13	32.82		
Collection/Distribution Foreman II	29.16	29.72	32.47	See LOU #33	
Collection/Distribution Foreman III	33.41	33.93	34.13	See LOU #33	
Collection/Distribution Labourer	24.95	25.50		See LOU #33	
Collection/Distribution Maintenance Person	27.16	27.74		See LOU #33	
Community Services Worker I	26.00				
Concrete Finisher	24.95	25.50			
Electrician	35.50	36.54			
Electronics Engineering Technician	33.82	34.79			
Electrical Instrumentation	39.05	40.22			
Eng. Ass't	35.50	36.54			
Eng. Tech I	24.81	25.16			
Eng. Tech II	26.22	26.54	26.81		
Eng. Tech III	28.29	28.66	28.95		
Equipment Operator III	25.11	25.61			
Equipment Operator IV	26.72	27.20			
Equipment Operator V	27.31	27.80			
Equipment Operator VI	27.92	28.46			
Foreman I	25.51	26.00			
Foreman II	28.49	29.03			
Foreman III	30.03	30.59			
Forestry/Snow Removal Worker	25.11	25.61			
Instrumentation Tech	35.50	36.54			
Janitor Events Worker II	20.90	21.28			
Labourer I	22.29	22.71			
Labourer III	22.90	23.24			
Landfill Attendant	20.58	20.98	21.42		
Mechanic (Journeyman)	35.50	36.54			
Mtce. Person I (Parks)	24.95	25.50			
Mtce. Person II (Parks)	26.72	27.20			
Parking Meter Inspector	23.97	24.51	25.02		
Parking Meter Supervisor	26.28	26.79	27.33		
Plant Util. Mtce. Person	35.50	36.54			
Plumber (Journeyman)	35.50	36.54			
Rodperson	22.43	22.86			
Section Supervisor	38.29	39.37			
Storekeeper	27.17	27.86			
Tradesperson	25.62	26.16			
Traffic Mtce. Person	23.45	23.91			
Truck Driver II	23.45	23.91			
Truck Driver III	24.95	25.50			
Truck Driver III/Equipment Operator	25.47	26.02			
Water Meter Install & Service	25.10	25.62	26.49		
Water Meter Reader	24.86	25.37	26.23		
Welder (Journeyman)	35.50	36.54			
<b>Classification</b>	<b>Start</b>	<b>Class 1</b>	<b>Class 2</b>	<b>Class 3</b>	<b>Class 4</b>
Waste Water Treatment Plant Operator	30.06	31.57	33.15	34.78	36.54
Water Treatment Plant Operator	30.06	31.57	33.15	34.78	36.54
WTP & WWTP - CI 2 (WTP) & CI 1 (WWTP) (36 CEU's)	30.88				
Plant Relief Operator	26.98	27.76	28.53	29.30	30.06

\* Rate increases are to commence at the beginning of the pay period that includes the effective date.

<b>Schedule "A1" - PERM Pay Schedule</b>					
<b>Effective January 1, 2021 - 1.75%</b>					
Classification	Start	After 1 yr	After 2 yrs		
Airport Mtce. Person	27.19	27.68			
Airport Mtce. Supervisor	30.56	31.13			
Arena Attendants	25.96	26.46			
Arena Eng	31.95	32.69	33.39		
Collection/Distribution Foreman II	29.67	30.24	33.04	See LOU #33	
Collection/Distribution Foreman III	33.99	34.52	34.73	See LOU #33	
Collection/Distribution Labourer	25.39	25.95		See LOU #33	
Collection/Distribution Maintenance Person	27.64	28.23		See LOU #33	
Community Services Worker I	26.46				
Concrete Finisher	25.39	25.95			
Electrician	36.12	37.18			
Electronics Engineering Technician	34.41	35.40			
Electrical Instrumentation	39.73	40.92			
Eng. Ass't	36.12	37.18			
Eng. Tech I	25.24	25.60			
Eng. Tech II	26.68	27.00	27.28		
Eng. Tech III	28.79	29.16	29.46		
Equipment Operator III	25.55	26.06			
Equipment Operator IV	27.19	27.68			
Equipment Operator V	27.79	28.29			
Equipment Operator VI	28.41	28.96			
Foreman I	25.96	26.46			
Foreman II	28.99	29.54			
Foreman III	30.56	31.13			
Forestry/Snow Removal Worker	25.55	26.06			
Instrumentation Tech	36.12	37.18			
Janitor Events Worker II	21.27	21.65			
Labourer I	22.68	23.11			
Labourer III	23.30	23.65			
Landfill Attendant	20.94	21.35	21.79		
Mechanic (Journeyman)	36.12	37.18			
Mtce. Person I (Parks)	25.39	25.95			
Mtce. Person II (Parks)	27.19	27.68			
Parking Meter Inspector	24.39	24.94	25.46		
Parking Meter Supervisor	26.74	27.26	27.81		
Plant Util. Mtce. Person	36.12	37.18			
Plumber (Journeyman)	36.12	37.18			
Rodperson	22.82	23.26			
Section Supervisor	38.96	40.06			
Storekeeper	27.65	28.35			
Tradesperson	26.07	26.62			
Traffic Mtce. Person	23.86	24.33			
Truck Driver II	23.86	24.33			
Truck Driver III	25.39	25.95			
Truck Driver III/Equipment Operator	25.92	26.48			
Water Meter Install & Service	25.54	26.07	26.95		
Water Meter Reader	25.30	25.81	26.69		
Welder (Journeyman)	36.12	37.18			
Classification	Start	Class 1	Class 2	Class 3	Class 4
Waste Water Treatment Plant Operator	30.59	32.12	33.73	35.39	37.18
Water Treatment Plant Operator	30.59	32.12	33.73	35.39	37.18
WTP & WWTP - CI 2 (WTP) & CI 1 (WWTP) (36 CEU's)	31.42				
Plant Relief Operator	27.45	28.25	29.03	29.81	30.59

\* Rate increases are to commence at the beginning of the pay period that includes the effective date.

<b>Schedule "A2" - Casual/Part-Time Pay Schedule Effective January 1, 2020 - 1.75%</b>					
Classification	Without 800 Hours	With 800 Hours	After 1040 Hours	After 2080 Hours	After 4160 Hours
Airport Mtce. Person	24.15	25.40			
Airport Mtce. Supervisor	25.86	27.19			
Arena Attendants	23.03	24.19			
Arena Eng	27.78	29.22		29.81	30.50
Arena/Facilities Maintenance Person	24.15	25.40			
Caretaker I	19.91	20.99			
Caretaker II	20.25	21.28			
Collection/Distribution Foreman II	25.11	26.42			
Collection/Distribution Foreman III	25.86	27.19			
Collection/Distribution Labourer	22.52	23.64			
Collection/Distribution Maintenance Person	25.05	26.38			
Community Services Worker I	21.81	22.95			
Concrete Finisher	22.52	23.64			
Electrician	29.31	30.81			
Electronics Engineering Technician	26.64	28.02		28.58	29.26
Electrical Instrumentation	32.23	33.90			
Eng. Ass't	29.18	30.66		31.31	32.05
Eng. Tech I	22.48	23.56		23.91	
Eng. Tech II	23.74	24.92		25.16	
Eng. Tech III	25.58	26.91			
Equipment Operator III	22.67	23.87			
Equipment Operator IV	24.15	25.40			
Equipment Operator V	24.66	25.94			
Equipment Operator VI	25.12	26.43			
Foreman I	23.03	24.19			
Foreman II	25.11	26.42			
Foreman III	25.86	27.19			
Forestry/Snow Removal Worker	22.67	23.87			
Golf Course Worker		22.80			
Instrumentation Tech	29.31	30.81			
Janitor Event Worker I	15.29		18.27		
Janitor Event Worker II	18.99				
Labourer I	20.09	21.15			
Labourer III	20.62	21.70			
Landfill Attendant		20.14			
Mechanic (Journeyman)	28.36	29.78			
Mtce. Person I (Parks)	22.52	23.64			
Mtce. Person II (Parks)	24.15	25.40			
Parking Meter Inspector	21.70	22.80		23.28	23.84
Parking Meter Supervisor	24.21	25.51		26.00	26.54
Parks/Engineering Worker	15.56				
Plant Util. Mtce. Person	29.31	30.81			
Plumber (Journeyman)	28.36	29.78			
Rodperson	20.25	21.28			
Section Supervisor	30.61	32.10			
Storekeeper	23.23	24.33		24.62	25.57
Tradesperson	23.15	24.34			
Truck Driver II	21.16	22.25			
Truck Driver III	22.52	23.64			
Truck Driver III/Equipment Operator	23.04	24.15			
Water Meter Install & Service	22.21	23.36		24.00	24.70
Water Meter Reader	22.15	23.32		23.87	24.62
Welder (Journeyman)	29.31	30.81			
Classification	Without 800 Hours	With 800 Hours	W/ 800 Hours - Class 1	W/ 800 Hours - Class 2	W/ 800 Hours - Class 3
Waste Water Treatment Plant Operator	25.72	26.87	28.28	29.64	31.09
Water Treatment Plant Operator	25.72	26.87	28.28	29.64	31.09
WTP & WWTP - Cl 2 (WTP) & Cl 1 (WWTP) (36 CEU's)	27.53	28.84			
WTP & WWTP Relief Operator	26.26	27.50			
WTP & WWTP - Class 1 (17 CEU's)	24.92	26.11			
WTP & WWTP Relief Operator	23.69	24.79			

\* Rate increases are to commence at the beginning of the pay period that includes the effective date.

<b>Schedule "A2" - Casual/Part-Time Pay Schedule</b>					
<b>Effective January 1, 2021 - 1.75%</b>					
<b>Classification</b>	<b>Without 800 Hours</b>	<b>With 800 Hours</b>	<b>After 1040 Hours</b>	<b>After 2080 Hours</b>	<b>After 4160 Hours</b>
Airport Mtce. Person	24.57	25.84			
Airport Mtce. Supervisor	26.31	27.67			
Arena Attendants	23.43	24.61			
Arena Eng	28.27	29.73		30.33	31.03
Arena/Facilities Maintenance Person	24.57	25.84			
Caretaker I	20.26	21.36			
Caretaker II	20.60	21.65			
Collection/Distribution Foreman II	25.55	26.88			
Collection/Distribution Foreman III	26.31	27.67			
Collection/Distribution Labourer	22.91	24.05			
Collection/Distribution Maintenance Person	25.49	26.84			
Community Services Worker I	22.19	23.35			
Concrete Finisher	22.91	24.05			
Electrician	29.82	31.35			
Electronics Engineering Technician	27.11	28.51		29.08	29.77
Electrical Instrumentation	32.79	34.49			
Eng. Ass't	29.69	31.20		31.86	32.61
Eng. Tech I	22.87	23.97		24.33	
Eng. Tech II	24.16	25.36		25.60	
Eng. Tech III	26.03	27.38			
Equipment Operator III	23.07	24.29			
Equipment Operator IV	24.57	25.84			
Equipment Operator V	25.09	26.39			
Equipment Operator VI	25.56	26.89			
Foreman I	23.43	24.61			
Foreman II	25.55	26.88			
Foreman III	26.31	27.67			
Forestry/Snow Removal Worker	23.07	24.29			
Golf Course Worker		23.20			
Instrumentation Tech	29.82	31.35			
Janitor Event Worker I	15.56		18.59		
Janitor Event Worker II	19.32				
Labourer I	20.44	21.52			
Labourer III	20.98	22.08			
Landfill Attendant		20.49			
Mechanic (Journeyman)	28.86	30.30			
Mtce. Person I (Parks)	22.91	24.05			
Mtce. Person II (Parks)	24.57	25.84			
Parking Meter Inspector	22.08	23.20		23.69	24.26
Parking Meter Supervisor	24.63	25.96		26.46	27.00
Parks/Engineering Worker	15.83				
Plant Util. Mtce. Person	29.82	31.35			
Plumber (Journeyman)	28.86	30.30			
Rodperson	20.60	21.65			
Section Supervisor	31.15	32.66			
Storekeeper	23.64	24.76		25.05	26.02
Tradesperson	23.56	24.77			
Truck Driver II	21.53	22.64			
Truck Driver III	22.91	24.05			
Truck Driver III/Equipment Operator	23.44	24.57			
Water Meter Install & Service	22.60	23.77		24.42	25.13
Water Meter Reader	22.54	23.73		24.29	25.05
Welder (Journeyman)	29.82	31.35			
<b>Classification</b>	<b>Without 800 Hours</b>	<b>With 800 Hours</b>	<b>W/ 800 Hours - Class 1</b>	<b>W/ 800 Hours - Class 2</b>	<b>W/ 800 Hours - Class 3</b>
Waste Water Treatment Plant Operator	26.17	27.34	28.77	30.16	31.63
Water Treatment Plant Operator	26.17	27.34	28.77	30.16	31.63
WTP & WWTP - Cl 2 (WTP) & Cl 1 (WWTP) (36 CEU's)	28.01	29.34			
WTP & WWTP Relief Operator	26.72	27.98			
WTP & WWTP - Class 1 (17 CEU's)	25.36	26.57			
WTP & WWTP Relief Operator	24.10	25.22			

\* Rate increases are to commence at the beginning of the pay period that includes the effective date.

<b>Schedule "A3" - Duty Pay Schedule Effective January 1, 2020 - 1.75%</b>				
<b>Classification</b>	<b>Standby</b>	<b>Call Out</b>	<b>Hourly</b>	<b>Statutory</b>
Duty Cemetery	47.96	108.84	60.30	274.62
Duty Foreman	320.20	108.84	60.30	274.62
Duty Operator	320.20	108.84	60.30	274.62
Duty Airport	47.96	108.84	60.30	274.62

<b>Schedule "A3" - Duty Pay Schedule Effective January 1, 2021 - 1.75%</b>				
<b>Classification</b>	<b>Standby</b>	<b>Call Out</b>	<b>Hourly</b>	<b>Statutory</b>
Duty Cemetery	48.80	110.74	61.36	279.43
Duty Foreman	325.80	110.74	61.36	279.43
Duty Operator	325.80	110.74	61.36	279.43
Duty Airport	48.80	110.74	61.36	279.43

\* Rate increases are to commence at the beginning of the pay period that includes the effective date

<b>Schedule "A4" - Inactive Effective December 30, 2012</b>				
<b>Classification</b>	<b>Perm Start</b>	<b>Perm After 1 Year</b>	<b>Casual with 800 Hours</b>	<b>Casual w/out 800 Hours</b>
Labourer II	20.09	20.47	19.07	18.09
Equipment Operator I	20.83	21.25	19.78	18.80
Gardener	20.83	21.25	19.78	18.80
Labourer IV	20.83	21.25	19.78	18.80
Equipment Operator II	21.30	21.74	20.24	19.28

**SCHEDULE "B"****FRINGE PAYMENTS AND CLASSIFICATIONS IN ADDITION TO SCHEDULE "A"****1) Shift Differential**

A Shift Differential of \$1.00 per hour in addition to an employee's regular rate shall be paid for all hours outside the Normal Hours of Work as stated in Article 13.01.

Where Normal Hours of Work are not defined, a Shift Differential of \$1.00 per hour shall be paid for all hours worked outside of 7:00 A.M. to 5:00 P.M.

Shift Differential will not be paid on overtime.

Notwithstanding the above, a shift differential of \$0.50 per hour shall be paid to Water Treatment Plant Operators working the 6:00 P.M. to 6:00 A.M. shift.

**2) Air Endorsement Examinations**

Employees who are utilized for their air endorsement Drivers' License will be reimbursed by the City for the cost of their air endorsement examination and the associated physical examination.

**3) Inclement Weather**

Subject to the discretion of Management, employees will have the right to leave work, without pay, due to inclement weather.

**4) Duty Foremen**

- a) The duties and responsibilities of the "Duty Foreman" shall be those as set out in the Duty Foreman Manual.
- b) The Duty Foreman's tour of duty shall be from 5:00 P.M. Thursday to 5:00 P.M. the following Thursday, excluding regular working hours.
- c) A "Call Out" shall be that period of time from when the Duty Foreman is asked to respond to a call until he has completed the work associated with that call and further that the two (2) hour separation between call outs is a two (2) hour period commencing from the time the Duty Foreman receives the first call out and responds to it until he receives the next call out and responds to it.
- d) Duty Foremen shall be paid as per the rates as outlined in Schedule "A3" of the current collective agreement.
- e) For each Paid Holiday, the Duty Foreman for that week shall be paid as per the rates as outlined in Schedule "A3" of the current collective agreement, which will be payment for the hours of 7:30 A.M. to 5:00 P.M. All hours outside the hours of 7:30 A.M. to 5:00 P.M. shall be paid at the outlined in Schedule "A3" of the current collective agreement.
- f) The Duty Foremen shall have a job description and when a vacancy occurs, the position shall be posted and filled in accordance with the provisions of Article XI - Promotions and Staff Changes.
- g) The Duty Foreman called back must be at the job site within fifteen (15) minutes of the receipt of the callback (under normal driving conditions).

**5) Mechanics**

All Mechanics and Welders required to perform repair and/or servicing work on heavy duty equipment (2 Ton rating and over) and/or perform machining and/or fabricating work shall be paid a premium of \$0.50 per hour for each hour worked.

**6) Dirty Work – Premium Pay**

Employees shall receive FIFTY Cents (\$0.50) per hour in addition to their regular rate for all hours worked, including overtime, as a dirty work premium, when working directly with pathogenic material at the Wastewater Treatment Plant, Sewage Lift stations and Compost Facility, or other functions whereby employees are working directly with pathogenic material such as may be the case while operating the Sewer Jet.

**7) Duty Operator - Rates**

- a) The duties and responsibilities of the "Duty Operator" shall be to answer calls at the Wastewater Treatment Plant, City Reservoirs, Water Treatment Plant and City Lift Stations.
- b) The Duty Operator's tour of duty shall be from 6:00 P.M. Thursday to 6:00 P.M. the following Thursday excluding regular hours of work.
- c) A "Call Out" shall be that period of time from when the Duty Operator is asked to respond to a call out until he has completed the work associated with that call and further that the two (2) hour separation between call outs is a two (2) hour period commencing from the time the Duty Operator receives the first call and responds to it until he receives the next call out and responds to it.
- d) Duty Operator shall be paid as per the rates as outlined in Schedule "A3" of the current collective agreement.
- e) The City agrees to pay Mileage to the employee assigned to Duty Operator at the rate as per City Policy on a minimum sixteen (16) kilometres per call out.
- f) The Duty Operator called back must be at the job site within fifteen (15) minutes of the receipt of the callback (under normal driving conditions).

**8) Parking Meter Inspector and Supervisor – Special Conditions**

- a) The duties of the Parking Meter Inspector and the Parking Meter Supervisor is to issue tickets for parking violations, to report any meters that are in bad order, to collect the money from the parking meters and to make such repairs as are necessary to keep the meters in good order.

**b) Witness Fees**

- 1) Every employee covered by this Agreement who is required to attend Court on his day off in the A.M. only and not be required to testify due to various circumstances, shall be paid the sum of four (4) hours pay at straight time; unless the employee is required to remain in Court for a period of two (2) hours or longer, he/she shall then be paid eight (8) hours pay at straight time. Should an employee be required to attend Court in the P.M. he/she shall be paid the sum of eight (8) hours at straight time, provided that any payment made to the employee by the Attorney General's Department as Witness Fees shall be paid over to the City.
- 2) If an employee is required to come back to Court when he/she is on annual vacation, he/she will be given two (2) days off as additional vacation in lieu of the day in Court but no payment will be made for the Court appearance. Every effort shall be made to minimize the requirements for employees to attend Court during annual vacation period.
- 3) If an employee is required to go to Court on his day off and that day off is part of a long weekend, he will be paid eight (8) hours for that day or receive another day off.

**9) Arena Attendant – Special Conditions**

Any employee required to work Arena Attendant hours and required to perform any Arena Attendant duties shall be paid the Arena Attendant rate. The City has the right to utilize Casual employees on a part time basis provided a minimum of four (4) hours per day call out is paid, call outs are done in order of seniority and during the period of part time work, the employee is issued with a lay off notice in order that he may apply for benefits through employment insurance.

**10) Cemetery Rates**

- a) To provide emergency services at the Cemetery during weekends of three (3) days or more, the Union agrees that an employee be available for duty during that period and for that service he be paid as per the rates as outlined in Schedule "A3" of the current collective agreement.
- b) For each Paid Holiday, the employee providing emergency services at the Cemetery shall be paid as per the rates as outlined in Schedule "A3" of the current collective agreement which will be payment for the hours from 7:30 A.M. to 5:00 P.M. All hours worked outside the hours of 7:30 A.M. to 5:00 P.M. shall be paid as per the rates as outlined in Schedule "A3" of the current collective agreement.

**11) Part Time Employees – Special Conditions**

- a) Part Time employees, after working 800 accumulative hours, shall accumulate seniority and all other benefits of the Agreement except the Group Insurance Plan and other benefits of which permanent employment is a provision, in direct proportion to the time worked from the time the employee last entered the service of the employer.
- b) Vacation credits shall be earned on the basis of Article XVI and shall be paid in accordance with Article 16.03.
- c) Part Time employees who are required to work on a Statutory Holiday as set out in Article 15.01 shall receive overtime pay in accordance with Article 14.06.

- d) Part Time employees who do not work on a Paid Holiday shall receive holiday pay calculated on the following basis whichever is the greater:
- 1) If the employee has worked at least two (2) of the four (4) previous days of the same name as the day that the holiday falls on, he is eligible for holiday pay for the average number of hours worked on those days or
  - 2) 

Number of paid hours in the immediately preceding	X	Normal full time hours per day
<u>4 weeks</u>		
160		
- X hourly rate of pay = Statutory Pay entitlement.
- e) Overtime previously referred to in Article XIV shall be paid for hours worked in excess of eight (8) in any one day or forty (40) in any week. Part Time employees will be given first choice of extra hours of work in addition to scheduled hours up to eight (8) per day at regular rates.
- f) Part Time employees shall receive an increment on the completion of eight hundred (800) regular hours.
- g) Part Time employees shall receive Sick Leave termination pay on a pro rata basis in accordance with Articles 17.07 and 17.09.
- h) Part Time employees shall be eligible for Sick Leave on a pro rata basis subject to the provisions of Article XVII based on hours worked (exclusive of overtime) in the previous month. Such Sick Leave credits will not be paid unless the employee has been previously scheduled in advance.

## **12) Airport Rates**

- a) In order to provide emergency services at the Airport in compliance with Transport Canada regulations, a qualified employee will be available for duty on week-ends during the period November 1 – April 30 and for all Statutory Holidays and for that service will be paid according to the rates as outlined in Schedule “A3” of the current collective agreement.
- b) In addition to Standby pay as per Schedule “A3” the employee will be required to complete various tasks and reports as required by the Transport Canada and the City Of Prince Albert Airport Operations Manual for each week-end day during the period November 1-April 30 and for each Statutory Holiday. For this service the employee will be paid the call out rate as outlined in Schedule “A3” of the current collective agreement. The employee on call during a Statutory Holiday will be paid at call-out rates for hours worked outside of 7:30 a.m. – 5:00 p.m. as outlined in Schedule “A3” of the current collective agreement.

**SCHEDULE "C" – EQUIPMENT LISTS**

LAST REVISION DATE – NOVEMBER 4, 2005

**A) LIST OF EQUIPMENT & CLASSIFICATION****EQUIPMENT OPERATOR I**

<b><u>UNIT NO.</u></b>	<b><u>EQUIPMENT</u></b>
149, 195	Milling Machine
163	Mover
167	Mover
200	Crafco
201	Pavement Crack Router
202	Crafco
248	Series
306	Compressor
308-310	Compressors
4708	Jacobsen
4710	Marshall Cart
4711 – 4714	Truckster
4715 – 4717	Truckster
5410 – 5411	Rotary Broom
5412	Grass Mower
5414, 5417	Snow Blower
5419 – 5420	Walk Behind Mower
5421	Walk Behind Sweeper
5423	Snow Blower
5424 – 5425	Walk Behind Sweeper
5426 – 5427	Sweeper
5520	WB Tractor
5622	Sprayer
5701	Over Seeder
5709	Turf Collector
5710	Blower
5712	Spreader
5903, 5905	Ryan Sod Cutter
5904	Power Edger
5910	Power Edger
6055 – 6070	Riding Mowers
6111	Broulier
6116	Jacobsen Greensking Mower
6127	John Deere
6132	Triplex Mower
6134	Greens Mower
6206 & 6207	Ryan
6209	Smith
6401	Sponge Machine
6404	Cushman
6806	Ditch Witch
6901	Whacker

**EQUIPMENT OPERATOR II**

<b><u>UNIT NO.</u></b>	<b><u>EQUIPMENT</u></b>
55	Bomag
56	Compactor
194	Ford Tractor
198	Line Painter
301	Traffic Line Paint Machine
4901, 4903 - 4904	Ford Industrial Tractor
4902	Tractor
4913 - 4914	Ford Industrial Tractor
4918 - 4919	Tractor
5522	Walk Behind Tractor
5523	Rotovator
5610	John Beam
5613	Hardi
5616	Portable Sprayer
5619	High Pressure Sprayer
5620	Sprayer
5621	Drift Proof Sprayer
5908	Turf Rocker
6119	Mower
6124 - 6126	Mowers
6130 - 6131	Mowers
6133	Mower
6135 - 6137	Mowers
6208	Top Dresser
6402	Fines
6405	Sand Trap Rake
6804	Ditch Witch Trencher
7102	Vermeer Stump Cutter
7103	Brandt
6406	Ice Edger
7407 - 7409	Zamboni
7410 - 7411	Ice Edger

**EQUIPMENT OPERATOR III**

<b><u>UNIT NO.</u></b>	<b><u>EQUIPMENT</u></b>
11	Fork Lift
15	Case W-11 Front End Loader
16	Loader
22, 24	JCB 409
25, 26	Skid Steer Loader
52	Asphalt Roller
53	Case 602
73	Blade, Attachment
85	Trailer Mounted Sewer Jet
302	Line Painter
316	Trencher
351	Ray Go Vibratory
355	Soil Compactor
4603	Chev Truck c/w Vermeer Tree Spade
4605	Ford F700
4805	Skid Steer Loader
4806	Bobcat
4917	Ford Industrial Tractor c/w F.E.L.

**EQUIPMENT OPERATOR IV**

<b><u>UNIT NO.</u></b>	<b><u>EQUIPMENT</u></b>
3	John Deere 510
5	JCB 217
12	Loader
13	2 Yard Loader
14	Loader
17	Loader
23	Case 621
59, 60, 62, 63, 65	Sanitation Trucks (to be operated only by the sanitation truck drivers)
86	Freightliner FL80
150	Duke Norland Snow Blower
152	Ford 7740
155	ARA Sweeper
157	Dump Truck Snowplow
159	White Dump Truck c/w Snow Plow (MOT)
164	I.H.C. F.E.L. (MOT)
4803	Loader / Backhoe
4807	Case 621
4920	Ski Groomer

**EQUIPMENT OPERATOR V**

<b><u>UNIT NO.</u></b>	<b><u>EQUIPMENT</u></b>
18	Loader
27	Packer
28	Loader
33	Grader
34	Grader
42	Street Sweeper - FMC
43, 44	Sweeper (Street)
45	Swweper
57	Baler (Landfill)
93	Truck - Wing TD3
160	Champion Grader 720 R (MOT)

**EQUIPMENT OPERATOR VI**

<b><u>UNIT NO.</u></b>	<b><u>EQUIPMENT</u></b>
421	Drott Poclairn 220 Excavator

**HEAVY DUTY**

<b><u>UNIT NO.</u></b>	<b><u>EQUIPMENT</u></b>
3	John Deere 510
4	Volvo EW170
5	JCB 217
6	Volvo Excavator
11	Fork Lift
12	NH W130
13	Hyundai Loader
14	NH W170
15	W-11 F.E.L.
16	Case 321D
17	Case 721E
18	Case 921E
22,24	JCB 409
25	Bobcat A300
27	Bomag
28	Case 821E
33	770CH John Deere
34	JD 770 G
39	Tenco Blower
42	FMC Sweeper
43, 44	Sweeper
45	Challenger
52	DynaPac
53	Case 602
57	Baler
58	Wildcat Screener
59, 60, 62, 63, 67	Freightliner FL80
61	Ford F 550
65	Peterbilt
68	IHC 7400
69	Ford F600
70	Dodge 1 Ton
71	Ford 350
73	Freightliner FL70
74	Freightliner
77	Ford F800
78	Ford F350
79	Ford E350
80	Ford F350
82	Ford F800
83	IHC 4900
84	Ford E450
85	Seca 7475SP
86	Freightliner FL80
87	Thomas Bus
88	Volvo, GMC
89	Chevy Bus
90, 91	IHC 4900

**HEAVY DUTY – Continued**

<b><u>UNIT NO.</u></b>	<b><u>EQUIPMENT</u></b>
92	Sterling Truck Tractor Trailer Unit
93	Sterling
94	Freightliner
95	Freightliner
99	Ford F550
122	Ford F 350
150	Duke
152	Ford 7740
155	ARA Sweeper
156	RMP, Sweeper
157	Navistar, Truck
159	Tandem Truck
160	Champion Grader
161	Dump Truck
164	F.E.L.
166	Case 721D
186	Snogo
187	Tenco
188	Pressure Washer
196	Tandem, Axle Trailer
301 & 302	Paint Machine
316	Vermeer 8550
351	Compactor - Raygo
355	
421	Drott-Poclain
432,	Abilities Buses
442 & 443	Ford E 350
444 – 446, 448 – 449	Abilities Buses
450	Waukasha Gen Set
551	Ford F350
2102	Ford 150
2103	IHC Pumper
2105	Superior Pumper
2107	Ford F350
2108	Spartan
2109	Superior
2110	White Pumper
2111	Ford E350
2113	King Seagrove, Ladder
4603	Tree Spade
4605	Ford F700
4606	Ford F350
4608	Ford 350
4609	Ford F 350
4802	Baewoo G 25
4804	ASV
4805	Bobcat 863G
4803	JCB – Backhoe
4807	Case 621B
4902	Kubota

**HEAVY DUTY – Continued**

<b><u>UNIT NO.</u></b>	<b><u>EQUIPMENT</u></b>
4903	Ford 340B
4904	Ford 340
4913	Ford 340
4914	Ford 540B
4917	Ford 340B
4918	Ford 260C
4919	Ford 260C
4920	Bombardier
5001	Flatliner Lowboy
5021, 5022, 5028	Tandem Trailers
6124-6125	Toro Mowers
6126	Jacobsen
6130 – 6132	Jacobsen
6133	Toro
6135-6136	Toro
7401	Ice Resurfacers
7405, 7407 – 7410	Zamboni
7412	Zamboni
City Hall Power Plant	
Airport Power Plant	
Fire Hall Power Plant	
Library Power Plant	
Fire Hall Airpac Station	
Airport Airpac Station	

**ATTACHMENT A – MODIFIED WORK SICK BANK**

City of Prince Albert Sick Bank Committee Modified Work Form

Fax completed form to:  
(306) 953-4396

The City of Prince Albert Modified Work Program assists in the recovery and rehabilitation of a worker and a safe return to regular duties. Modified duties and/or gradual return to work programs are designed within the work guidelines provided by the medical professional. The worker suffers no loss in income and is assigned work which takes into consideration any work restrictions indicated below.

Employee Name:

Date of Visit:

- Illness  
 Non-Work Related Injury  
 Work Related Injury

**Medical Information Release – To be completed by the Employee**

I agree to participate in the Modified Work Program as discussed with my employer. I hereby authorize the attending physician to communicate with the City of Prince Albert Sick Bank Committee and provide medical information regarding my current illness or injury only for the purposes of coordinating my safe return to work under possible modified duties, modified work schedule or regular duties.

Date:

Employee Signature:

**Physician Report – To be completed by Medical Professional****Nature of Injury or Illness:**

The employer requires the following information in order to identify suitable work that is both productive and safe.

<input type="checkbox"/> <b>Physical</b>	<input type="checkbox"/> <b>Behavioural/Psychological</b>
Physical Working Restrictions The patient should be restricted from doing the following:	Is the patient being treated by a Psychologist or Psychiatrist or other relevant medical specialist?
<input type="checkbox"/> Lifting – from waist <input type="checkbox"/> Climbing stairs <input type="checkbox"/> Lifting – from shoulders <input type="checkbox"/> Climbing ladders <input type="checkbox"/> Prolonged standing <input type="checkbox"/> Work at heights <input type="checkbox"/> Repetition (hand/arm) <input type="checkbox"/> Bending <input type="checkbox"/> Sitting <input type="checkbox"/> Operating mobile equip. <input type="checkbox"/> Walking <input type="checkbox"/> Computer/keyboarding <input type="checkbox"/> Other:	<input type="checkbox"/> Yes <input type="checkbox"/> No Specialist Name: Phone Number: Please describe specific working restrictions:

What recommendations do you have regarding effectively accommodating this patient's return to work? Please identify specific adjustments or modifications that could be made at the workplace to accommodate a modified return to work.

If, in your opinion, the worker is unable to return to work under any circumstances at this time, please indicate: Length of time worker will be off work: \_\_\_\_\_

At the end of this period, the worker may return to:       Regular Duties     Modified Duties

Medical Professional's Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Thank you for the time and consideration you have given to the City of Prince Albert and to this worker. If you wish to discuss this further, please do not hesitate to contact the City of Prince Albert Sick Bank Committee employer contact below. **Please fax the completed form to the fax number to Fax: 953-4396**