

COLLECTIVE AGREEMENT

BETWEEN

THE CITY OF SASKATOON

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS

SASKATOON CIVIC EMPLOYEES' UNION, LOCAL NO. 59

COVERING THE PERIOD FROM JANUARY 1, 2019 TO JUNE 30, 2023

**THE CITY OF SASKATOON
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS
SASKATOON CIVIC EMPLOYEES' UNION, LOCAL NO. 59**

<u>ARTICLE</u>	<u>GENERAL PROVISIONS</u>	<u>PAGE</u>
ARTICLE 1.	TERM OF AGREEMENT	2
ARTICLE 2.	COVERAGE	2
ARTICLE 3.	DEFINITIONS.....	2
ARTICLE 4.	UNION RECOGNITION	6
ARTICLE 5.	MAINTENANCE OF MEMBERSHIP AND CHECK-OFF	6
ARTICLE 6.	NO DISCRIMINATION - FAIR EMPLOYMENT PRACTICE	6
ARTICLE 7.	RESOLUTIONS OF COUNCIL	7
ARTICLE 8.	COMMITTEES TO BE HEARD.....	7
ARTICLE 9.	OCCUPATIONAL HEALTH AND SAFETY	7
ARTICLE 10.	TECHNOLOGICAL CHANGE	8
ARTICLE 11.	JOB SECURITY	9
ARTICLE 12.	GRIEVANCE PROCEDURE	9
ARTICLE 13.	DISCIPLINE	12
ARTICLE 14.	NOTIFICATION OF INABILITY TO REPORT TO WORK.....	12
ARTICLE 15.	NOTICE OF TERMINATION	13
ARTICLE 16.	SENIORITY	13
ARTICLE 17.	VACANCIES AND PROMOTIONS	15
ARTICLE 18.	PROBATIONARY PERIOD AND TRIAL PERIOD	18
ARTICLE 19.	LAYOFF AND RECALL.....	19
ARTICLE 20.	JOINT JOB EVALUATION	23
ARTICLE 21.	PICKET LINES	24
ARTICLE 22.	HOURS OF WORK	24
ARTICLE 23.	OVERTIME.....	28
ARTICLE 24.	PAYMENT OF WAGES.....	28
ARTICLE 25.	ANNUAL INCREMENTS	30
ARTICLE 26.	SHIFT DIFFERENTIAL	30
ARTICLE 27.	STAND-BY, CALL-BACK AND REPORTING TO WORK.....	31
ARTICLE 28.	SUPERIOR DUTY PAY.....	32
ARTICLE 29.	PUBLIC HOLIDAYS	33
ARTICLE 30.	VACATIONS.....	34
ARTICLE 31.	SICK LEAVE	37
ARTICLE 32.	PARENTING LEAVE.....	41
ARTICLE 33.	COMPASSIONATE LEAVE	44
ARTICLE 34.	LEAVE OF ABSENCE WITHOUT PAY AND VOTING LEAVE	44
ARTICLE 35.	JURY AND WITNESS DUTY	45
ARTICLE 36.	GROUP INSURANCE	45
ARTICLE 37.	WORKERS' COMPENSATION.....	46
ARTICLE 38.	CLOTHING.....	47
ARTICLE 39.	CAR ALLOWANCE	49
ARTICLE 40.	RISK FUND	50
ARTICLE 41.	SEVERANCE PAY	50
ARTICLE 42.	SUPERANNUATION PLAN AND RETIREMENT	51
ARTICLE 43.	MEDI-OPTICAL AND DENTAL PLAN.....	51
	SALARIES.....	51
	Schedule A – Wage Grid.....	53

**THE CITY OF SASKATOON
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS
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ALPHABETICAL INDEX

<u>ARTICLE</u>	<u>GENERAL PROVISIONS</u>	<u>PAGE</u>
ARTICLE 25.	ANNUAL INCREMENTS	29
ARTICLE 39.	CAR ALLOWANCE	48
ARTICLE 38.	CLOTHING	46
ARTICLE 8.	COMMITTEES TO BE HEARD	7
ARTICLE 33.	COMPASSIONATE LEAVE	43
ARTICLE 2.	COVERAGE	2
ARTICLE 3.	DEFINITIONS	2
ARTICLE 13.	DISCIPLINE	12
ARTICLE 12.	GRIEVANCE PROCEDURE	9
ARTICLE 36.	GROUP INSURANCE	45
ARTICLE 22.	HOURS OF WORK	24
ARTICLE 11.	JOB SECURITY	9
ARTICLE 20.	JOINT JOB EVALUATION	23
ARTICLE 35.	JURY AND WITNESS DUTY	45
ARTICLE 19.	LAYOFF AND RECALL	19
ARTICLE 5.	MAINTENANCE OF MEMBERSHIP AND CHECK OFF	6
ARTICLE 43.	MEDI-OPTICAL AND DENTAL PLAN	50
ARTICLE 6.	NO DISCRIMINATION FAIR EMPLOYMENT PRACTICE	6
ARTICLE 14.	NOTIFICATION OF INABILITY TO REPORT TO WORK	12
ARTICLE 15.	NOTICE OF TERMINATION	13
ARTICLE 9.	OCCUPATIONAL HEALTH AND SAFETY	7
ARTICLE 23.	OVERTIME	27
ARTICLE 32.	PARENTING LEAVE	40
ARTICLE 24.	PAYMENT OF WAGES	28
ARTICLE 21.	PICKET LINES	23
ARTICLE 18.	PROBATIONARY PERIOD	18
ARTICLE 29.	PUBLIC HOLIDAYS	32
ARTICLE 7.	RESOLUTIONS OF COUNCIL	6
ARTICLE 40.	RISK FUND	49
ARTICLE 16.	SENIORITY	13
ARTICLE 41.	SEVERANCE PAY	50
ARTICLE 26.	SHIFT DIFFERENTIAL	30
ARTICLE 31.	SICK LEAVE	36
ARTICLE 27.	STAND BY, CALL BACK AND REPORTING TO WORK	31
ARTICLE 42.	SUPERANNUATION PLAN AND RETIREMENT	50
ARTICLE 28.	SUPERIOR DUTY PAY	31
ARTICLE 1.	TERM OF AGREEMENT	2
ARTICLE 10.	TECHNOLOGICAL CHANGE	8
ARTICLE 4.	UNION RECOGNITION	5
ARTICLE 17.	VACANCIES AND PROMOTIONS	15
ARTICLE 30.	VACATIONS	33
ARTICLE 37.	WORKERS' COMPENSATION	45
SALARIES	51
SCHEDULE A – Wage Grid	52

Revised

THIS AGREEMENT MADE THIS 24TH DAY OF FEBRUARY, 2020

AGREEMENT

BETWEEN

THE CITY OF SASKATOON
(hereinafter called "The City")

SASKATOON PUBLIC LIBRARY

THE CENTENNIAL AUDITORIUM & CONVENTION CENTRE CORPORATION

THE SASKATOON GALLERY AND CONSERVATORY CORPORATION (Mendel Art
Gallery)

THE SASKATOON BOARD OF POLICE COMMISSIONERS

SASKATCHEWAN PLACE ASSOCIATION INC.

In the City of Saskatoon
in the Province of Saskatchewan;

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS
SASKATOON CIVIC EMPLOYEES' UNION, LOCAL NO. 59
Sole bargaining agent for those employees referred
to in this Agreement.

WHEREAS it is the desire of the parties to this Agreement:

1. To maintain harmonious relations between the Employer and Union;
2. To recognize the mutual value of joint discussions in all matters pertaining to working conditions;
3. To encourage efficiency of operations;
4. To promote the morale and well-being of all employees and of the Civic Service as a whole;

NOW THEREFORE, the parties hereto agree as follows:

Revised

ARTICLE 1. TERM OF AGREEMENT

This Agreement shall come into force and take effect as and from the first (1st) day of January, 2019, and shall continue in force until the thirtieth (30th) day of June, 2023, and then from year to year thereafter, unless either party gives written notice to renegotiate this Agreement, such written notice to be given not more than one hundred and twenty (120) days nor less than sixty (60) days prior to **June 30, 2023**.

ARTICLE 2. COVERAGE

This Agreement shall apply, excepting to those employees in a class of employment outside the scope of this Agreement, to:

- all employees of the Corporation of The City of Saskatoon;
- all clerical, mechanical and maintenance, Victim and Child Service employees of The Saskatoon Board of Police Commissioners;
- all employees of The Saskatoon Gallery and Conservatory Corporation (Remai Modern Art Gallery of Saskatchewan);
- all employees of The Centennial Auditorium & Convention Centre Corporation (operating as Teacher's Credit Union Place, hereinafter referred to as TCU Place) not included in the Bargaining Unit of the International Alliance of Theatrical Stage Employees (I.A.T.S.E.);
- all maintenance employees of the Saskatoon Public Library;
- all employees of Saskatchewan Place Association Inc. (operating as SaskTel Centre)

ARTICLE 3. DEFINITIONS3.1 Parties to the Agreement Defined

In this Agreement, unless the context otherwise requires:

- 3.1.1 "City" means the Corporation of the City of Saskatoon.
- 3.1.2 "Council" means the Council of the City of Saskatoon.
- 3.1.3 "City Manager" means the City Manager of the City of Saskatoon.

- 3.1.4 Reference to the "City Manager" shall be deemed to refer to the "Chief of Police", "Executive Director - Auditorium", "Director - The Saskatoon Gallery and Conservatory Corporation (Remai Modern Art Gallery of Saskatchewan)", General Manager of Saskatchewan Place Association Inc.; respectively as may be necessary, and; "City Council" shall be deemed to refer to "The Saskatoon Board of Police Commissioners", "Board of Directors" (Auditorium), (Library), [The Saskatoon Gallery and Conservatory Corporation (Remai Modern Art Gallery of Saskatchewan)], and (Saskatchewan Place Association Inc.), respectively as may be necessary.
- 3.1.5 "Employer" means the City of Saskatoon, The Saskatoon Board of Police Commissioners, The Centennial Auditorium & Convention Centre Corporation, Saskatoon Public Library, The Saskatoon Gallery and Conservatory Corporation (Remai Modern Art Gallery of Saskatchewan), and Saskatchewan Place Association Inc.
- 3.1.6 "Director of Human Resources" means the person so employed and designated.
- 3.1.7 "Head of Department" or "Heads of Departments", as the case may be, shall mean the head of any of the several departments to which reference is made in this Agreement or, in their absence, any person singularly delegated by them and approved by the City Manager.
- 3.1.8 "Union" means the Saskatoon Civic Employees' Union, C.U.P.E. Local No. 59, as constituting the appropriate unit of employees referred to in Article 2.
- 3.1.9 "Availability list" is a list of scheduled part-time work assignments which provide less than fifteen (15) hours of regular and ongoing work per week within the Community Services Department, Leisure Services Branch.
- 3.1.10 "Call-in list" is a list of part-time employees which are assigned to non-scheduled part-time work on an as-needed basis.
- 3.1.11 "Posted Position" is a vacancy filled through the bulletin or posting process provided for in Article 17.

3.2 Employees Defined

- 3.2.1 An employee shall be any person working in a department which is included in the bargaining units as defined in Article 2.

- 3.2.2 "Permanent Employee" subject to probation provisions, "permanent employees" shall be defined as an employee holding a position which has been bulletined as a permanent position.
- 3.2.3 "Part-time Employee" shall be defined as an employee who occupies a permanent part-time position, or who is either on an availability list or a call-in list, and who is subject to the required probationary period.
- 3.2.4 "Temporary Employee" shall be defined as being an employee holding a position of limited duration. (Such positions shall be subject to review with the Union after twelve (12) months as to continuation).
- 3.2.5 "Seasonal Employee" shall be defined as an employee who is appointed to a seasonal position and who is subject to layoff and recall because the nature of the work is cyclical.

3.3 Positions Defined

- 3.3.1 "Permanent Position" means a complement position filled on a recurring basis for an unspecified term.
- 3.3.1.1 "Permanent Continuous Position" means a position which is filled for all twelve (12) months of each successive year.
- 3.3.1.2 "Permanent Seasonal Position" means a position which is filled for less than twelve (12) months of each fiscal year.
- 3.3.1.3 "Permanent Part-time Position" means a position which is filled for less than the full negotiated work week.
- 3.3.2 "Temporary Position" means a non-permanent position which may be either full time or less than a full negotiated work week, used to perform the following work:
- (1) relief of permanent employees who are absent from their regular duties due to vacation, extended illness, and other approved leaves of absence;
 - (2) project work with fixed commencement and completion dates;
 - (3) continuous work which is ninety (90) days or less per year.

3.4 General Definitions and Interpretations

- 3.4.1 "Overtime" shall, except as otherwise provided herein, have the meaning given in the Statutes of the Province of Saskatchewan and Regulations

thereunder and all such overtime shall be reported by the Supervisor in charge forthwith. The wages, therefore, at the specified overtime rate, shall be paid within the current pay period as nearly as is possible.

- 3.4.2 "Promotion" shall be defined as a movement of an employee from a position in one wage range to a position in a range with a higher maximum wage.
- 3.4.3 "Transfer" means the movement of an employee from one position to another position with an identical wage range maximum.
- 3.4.4 "Job Evaluation" – as defined in the Terms of Reference (attached).
- 3.4.5 "Demotion" shall be defined as a movement of an employee from a position in one wage range to a position in a range with a lower wage range maximum.
- 3.4.6 Where marginal notes or subheadings within Articles refer to units of employees, the noted clause will have reference to that unit of employees so specified. Where no specific reference is made, clauses will be deemed to have general application to all employees.
- 3.4.7 "He", "His" or "Him" includes a reference to persons of the feminine gender whenever the facts or context so requires.
- 3.4.8 "Qualifications" shall be defined as including education, training, experience and ability necessary to fulfil the job requirements.
- 3.4.9 Work performed by employees who are on an availability or a call-in list and, where the work meets or exceeds fifteen (15) hours per week averaged over twelve (12) months, will be subject to review by the parties as to the need to bulletin a position pursuant to Article 3.1.9 and Article 3.1.10.
- 3.4.10 Part-time employees are entitled to all the rights and benefits of this Agreement on a pro-rated basis, unless otherwise limited, and as may be applicable.
- 3.4.11 Progression within the wage schedules shall be based on accumulated work time.
- 3.4.12 Termination of temporary employees at the end of their specified term shall not be subject to the grievance procedure.

ARTICLE 4. UNION RECOGNITION

Pursuant to the provisions of *The Saskatchewan Employment Act*, the Employer recognizes the Canadian Union of Public Employees and its Local No. 59 as the sole bargaining agent for all those employees covered by this Agreement, and hereby agrees to negotiate with the Union or any of its authorized committees, concerning any matters covered by this Agreement.

ARTICLE 5. MAINTENANCE OF MEMBERSHIP AND CHECK-OFF

- 5.1 Every employee who is now or hereafter becomes a member of the Union shall, as a condition of employment, maintain membership in the Union in accordance with the Constitution and Bylaws of the Union.
- 5.2 All new employees shall, within thirty (30) days after commencing employment, apply for membership in the Union. Copies of the completed application forms shall be forwarded to the Union.
- 5.3 The Employer shall deduct Union dues from the wages of all members of the Union and remit the amounts so deducted to the Treasurer of Local No. 59 twice monthly. Printed copies of the "check off sheet" shall be forwarded to the Union.
- 5.4 Notwithstanding Articles 5.1, 5.2 and 5.3 above, the provisions of Sections 6-42 and 6-43 of *The Saskatchewan Employment Act* shall apply to this Agreement.

ARTICLE 6. NO DISCRIMINATION - FAIR EMPLOYMENT PRACTICE

- 6.1 The Employer and the Union agree that there shall be no discrimination, restriction or coercion exercised or practiced with respect to hiring or terms and conditions of employment because of race; religion; religious creed; colour; sex; sexual orientation; age [from legal age for employment]; physical disability (except where the disability would prevent the carrying out of the normal duties of the position occupied); national or ethnic origin; political or religious affiliation, or by reason of membership or activity in the Union.
- 6.2 The parties recognize the principle of equal pay for work of equal value.
- 6.3 The Employer and the Union agree to abide by the terms and conditions of Article 6.1 of the Collective Agreement and the provisions of Section 16 (1) of *The Human Rights Code (1995)*.

Where discrimination issues arise, other than those referenced in Article 6.1 of the Collective Agreement and the provisions of Section 16 (1) of *The Human Rights Code (1995)*, the Employer and the Union agree to jointly investigate those issues.

ARTICLE 7. RESOLUTIONS OF COUNCIL

All resolutions which affect employees covered by this Agreement shall be forwarded to the Secretary of the Union.

ARTICLE 8. COMMITTEES TO BE HEARD

Any committee of this Union, shall, upon written request, be accorded a prompt hearing.

ARTICLE 9. OCCUPATIONAL HEALTH AND SAFETY

- 9.1 Occupational Health and Safety Committees will be established to appropriately represent the places of work of employees. The Committees will consist of equal numbers of employee and management representatives.
- 9.2 The Committee shall have a continuing concern with respect to the health and safety of the employees of the City as herein represented. Meetings shall take place at a minimum of once quarterly or more frequently if the Committee as a whole decides. Minutes shall be made available to the Employer and the Union.
- 9.3 The Employer Chairperson shall post the names of the Committee members and the minutes of meetings on the Employer's bulletin board.
- 9.4 The duties of the Committee include:
 - 9.4.1 The receipt, consideration and disposition of complaints respecting the health and safety of the employees.
 - 9.4.2 The participation in the identification and control of health and safety hazards within the place of employment.
 - 9.4.3 Cooperation with the Occupational Health Services of the Province.
 - 9.4.4 The maintenance of records in connection with the receipt and disposition of complaints and the attendance to other matters relating to the duties of the Committee as may be contained in *The Saskatchewan Employment Act and The Occupational Health and Safety Regulations*.
 - 9.4.5 The setting up of emergency meetings of the Committee.
- 9.5 Time spent by the employees in performance of their duties as members of the Occupational Health and Safety Committee shall be considered as time worked and payment made on the basis of straight time earnings only.
- 9.6 Such Committee shall not deal with matters which ordinarily are or become a subject for negotiations between the Employer and the Union.

- 9.7 Occupational Health and Safety policies will, to the fullest possible extent, be the subject of prior dialogue with the Occupational Health and Safety Committee and/or the Union.
- 9.8 The Employer and the Union agree to abide by the terms and conditions of *The Saskatchewan Employment Act* and *The Occupational Health and Safety Regulations*.

ARTICLE 10. TECHNOLOGICAL CHANGE

- 10.1 The Employer undertakes to notify the Union at least ninety (90) days in advance of any technological changes which may result in changes in the employment status of employees.
- 10.2 Having regard to the desirability of maintaining a stable work force, the Employer will, through transfer or retraining, make every effort to ensure that no permanent employee suffers due to technological change.
- 10.3 In this section, Technological Change means:
- 10.3.1 The introduction by the Employer into its work, undertaking or business, of equipment or material of a different nature or kind than that previously utilized by the Employer in the operation of the work, undertaking or business;
 - 10.3.2 A change in the manner in which the Employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material;
 - 10.3.3 The removal by the Employer of any part of the work, undertaking or business.
- 10.4 Information Exchange
- 10.4.1 A Joint Committee formed of three (3) Union and three (3) Management representatives will meet upon request of either party to discuss Management's plans to invest in new technology and to consider the possible effects of the change.
 - 10.4.2 The parties acknowledge that after having discussed possible proposals regarding the introduction of technological change, that the Union may submit views regarding such change to the City Manager within six (6) weeks of having been advised of the potential change as provided for in the Information Exchange Committee as described in Article 10.4.1 above.

- 10.5 The Employer and the Union agree to abide by all provisions of *The Saskatchewan Employment Act*, regarding Technological Change.

ARTICLE 11. JOB SECURITY

- 11.1 If the City ceases or partly ceases its operations, merges with another employer, or changes operating methods through technological change, and if the City is unable to provide work for a permanent employee, as defined in Article 3.2.2, displaced by the foregoing measures at the employee's normal rate in a comparable class of work, such employee shall be given sixty (60) days' notice of such measures, and shall be paid on severance, one (1) week's pay for each year of service beyond five (5) years. (Exclusive of transfer to another governmental jurisdiction.)
- 11.2 Where weather conditions force a short-term layoff of staff, the hours of work in the ensuing three (3) pay periods shall be adjusted so as to afford employees the opportunity of ensuring that their overall income does not suffer from the short-term layoff.
- 11.3 No permanent employee, as defined in Article 3.2.2, engaged in a year-round job shall be laid off or terminated as a direct consequence of the City contracting out work of a nature normally performed by C.U.P.E. forces.

ARTICLE 12. GRIEVANCE PROCEDURE

- 12.1 In this Article:
- 12.1.1 "Days" is defined as City Hall business day.
 - 12.1.2 "Board" is defined as "TCU Place, SaskTel Centre, Remai Modern Art Gallery or Saskatoon Public Library".
 - 12.1.3 "Department Head" means the person responsible for a City Department.
 - 12.1.4 "City Manager" means the administrative head for the City of Saskatoon pursuant to The Cities Act, the Chief Executive Officer/Executive Director of a Board or the Chief of Police for the Saskatoon Police Service.
- 12.2 When an employee has been disciplined; refused reemployment after layoff, alleges discrimination, or has any other grievance arising out of the terms of this Agreement, an investigation may be initiated at the request of the employee or the Union.
- 12.3 The Employer agrees to cooperate with Union representatives in the performance of their duties while investigating or presenting grievances under this Article. The Employer also agrees to provide the Union representatives with information pertinent to the grievance.
- 12.4 The Union agrees that each steward or acting steward will not leave their work except to perform duties under the Agreement and that they shall first obtain the

permission of their supervisor. Such permission shall be granted and, where circumstances require immediate attention, permission shall be granted within an hour.

- 12.5 The Union agrees to advise the Employer of the names of stewards and acting stewards.

Informal Process

Step One

- 12.6 The employee shall, within seven (7) days following an alleged infraction or violation, state the complaint in writing to the Union. The Union shall hear the employee's complaint within seven (7) days and will discuss the matter with the employee's manager in an attempt to resolve the complaint.
- 12.7 An earnest effort shall be made to settle the complaint fairly and promptly through dialogue prior to going to the formal grievance process. Should the complaint remain unresolved, the Union may file a grievance in accordance with the grievance procedure.

Grievance Procedure

- 12.8 Grievances involving a Board or the Saskatoon Police Service shall commence at Step Three.
- 12.9 Grievances involving a termination of a City employee or a new or revised City policy, shall commence at Step Three. All other grievances for the City shall commence at Step Two.
- 12.10

Revised Step Two The Union shall, within twenty (20) days after the alleged infraction have the right to be heard by the appropriate Department Head or City Manager. When applying for a **grievance meeting** the Union shall outline, in writing, the details of the grievance and the remedy sought. The Parties will endeavour to create an Agreed Statement of Facts in advance of the grievance being considered at Step Two.

The **grievance meeting** shall be held within **thirty (30)** days of the application being made. The Department Head shall, within **ten (10)** days following the **grievance meeting, respond**, in writing, to the Union.

Revised Step Three In the case of a grievance involving a Board or the Saskatoon Police Service, a City employee termination or a new or revised corporate policy grievance of the City, or following receipt of the Department Head's **response** at Step Two the Union may, within twenty (20) days, appeal to

Schedule A – Wage Grid

CUPE 59 (36.67 hr./wk)

Effective: July 1, 2019 to March 31, 2020

1.75% increase

Grade	Step	Description	Hourly	Pay Period	Monthly	Annual
1	1	1st 12 mo.	\$16.7351	\$1,329.77	\$2,659.54	\$31,914.51
1	2	2nd 12 mo.	\$17.5721	\$1,396.28	\$2,792.56	\$33,510.70
1	3	Maximum	\$18.4505	\$1,466.08	\$2,932.15	\$35,185.84
2	1	1st 12 mo.	\$18.0110	\$1,431.15	\$2,862.31	\$34,347.70
2	2	2nd 12 mo.	\$18.9114	\$1,502.70	\$3,005.40	\$36,064.80
2	3	Maximum	\$19.8568	\$1,577.82	\$3,155.64	\$37,867.71
3	1	1st 12 mo.	\$19.2868	\$1,532.53	\$3,065.06	\$36,780.70
3	2	2nd 12 mo.	\$20.2510	\$1,609.14	\$3,218.29	\$38,619.47
3	3	Maximum	\$21.2634	\$1,689.59	\$3,379.18	\$40,550.15
4	1	1st 12 mo.	\$20.5625	\$1,633.90	\$3,267.79	\$39,213.51
4	2	2nd 12 mo.	\$21.5903	\$1,715.57	\$3,431.13	\$41,173.57
4	3	Maximum	\$22.6701	\$1,801.37	\$3,602.73	\$43,232.79
5	1	1st 12 mo.	\$21.8381	\$1,735.26	\$3,470.51	\$41,646.13
5	2	2nd 12 mo.	\$22.9300	\$1,822.02	\$3,644.04	\$43,728.43
5	3	Maximum	\$24.0763	\$1,913.10	\$3,826.21	\$45,914.47
6	1	1st 12 mo.	\$23.1135	\$1,836.60	\$3,673.20	\$44,078.37
6	2	2nd 12 mo.	\$24.2693	\$1,928.44	\$3,856.88	\$46,282.53
6	3	Maximum	\$25.4828	\$2,024.86	\$4,049.73	\$48,596.72
7	1	1st 12 mo.	\$24.3892	\$1,937.97	\$3,875.93	\$46,511.18
7	2	2nd 12 mo.	\$25.6087	\$2,034.87	\$4,069.73	\$48,836.82
7	3	Maximum	\$26.8892	\$2,136.62	\$4,273.23	\$51,278.78
8	1	1st 12 mo.	\$25.6650	\$2,039.34	\$4,078.68	\$48,944.18
8	2	2nd 12 mo.	\$26.9483	\$2,141.31	\$4,282.62	\$51,391.49
8	3	Maximum	\$28.2954	\$2,248.35	\$4,496.70	\$53,960.46
9	1	1st 12 mo.	\$26.9407	\$2,140.71	\$4,281.42	\$51,376.99
9	2	2nd 12 mo.	\$28.2877	\$2,247.74	\$4,495.48	\$53,945.78
9	3	Maximum	\$29.7020	\$2,360.12	\$4,720.24	\$56,642.90

the City Manager. The appeal shall be in writing and include a copy of the grievance and, if applicable, a copy of the Department Head's **response**. The **grievance meeting shall be held** within twenty (20) days after it has been filed and **the City Manager shall provide a response**, in writing, within twenty (20) days. The Parties will endeavour to create an Agreed Statement of Facts in advance of the grievance being considered at Step Three.

Arbitration

- 12.11 If the Union is not satisfied with the decision of the City Manager, the Union may refer the grievance to a Board of Arbitration.
- 12.12 The Union agrees to advise the City within forty-five (45) days of receipt of the City Manager's decision (Step Three) of its intention to proceed to arbitration. If the grievance is not so referred, it shall be considered withdrawn.
- 12.13 Unless otherwise agreed by the parties disputes referred to Arbitration will be decided by an Arbitration Panel.
- 12.14 If a grievance is referred to a Board of Arbitration, each party shall nominate one (1) member to the Board within seven (7) days following notice under Article 12.6.1. The parties shall appoint a Chairperson of the Board. If the parties cannot agree on a Chairperson, either party may refer the matter to the Minister of Labour for the appointment of a Chairperson.
- 12.15 An Arbitrator or a Board of Arbitration shall deal with all matters in dispute and its award shall be final and binding on both parties.
- 12.16 Each party shall pay its own costs and expenses in connection with the Board and shall share equally the costs and expenses of the Chairperson or a single Arbitrator.
- 12.17 An Arbitrator or a Board shall have the power to determine whether time limits set forth in the grievance procedure have been reasonably met and, notwithstanding non-compliance, may deal with the merits of the arguments placed before it.
- 12.18 An Arbitrator or a Board shall have the power to vary any penalty imposed on an employee; however, it shall not have the power to alter the provisions of this Agreement.
- 12.19 Time Limits
- 12.19.1 All time limits specified in the Grievance Procedure can be extended by mutual agreement between the parties.
- 12.19.2 If the Employer fails to answer any of the Steps in the Grievance

Procedure within the time limits, the Union may move the grievance to the next step in the procedure.

12.20 Unjust Action

Should an employee be disciplined, laid off, demoted or terminated and it is later established that such action was unjust or not in accordance with the provisions of this Agreement, the employee shall be reinstated to that employee's former status in all respects and shall be compensated for all monetary loss by reason of the action.

12.21 This Article shall be subject to the provisions of the laws of the Province of Saskatchewan and regulations thereunder.

ARTICLE 13. DISCIPLINE

13.1 In the event of misconduct, absence without leave not due to sickness, or for refusal or wilful neglect to carry out the instruction of anyone in authority to give such instructions, any employee may be dismissed without notice or with such notices and allowances as the City Manager may authorize, and the provisions of Article 15 shall not apply. When such dismissal, or a suspension without pay takes place, the employee and the Union shall be advised in writing by the Department Head concerned as to the reason for such dismissal or suspension.

13.2 In the event of termination or dismissal, an employee shall have all the right of appeal provided in this Agreement.

13.3 Whenever it is found necessary to discipline or censure an employee, the written particulars of the matter shall be given to the employee--copy to the Union--within thirty (30) working days following the disciplinary action. If this procedure is not followed such disciplinary action shall not become a part of the employee's record.

Revised 13.4 After two (2) years of subsequent employment following a letter of reprimand, during which no formal disciplinary action is taken, the employee may **submit a request** to the Employer to have the letter of reprimand removed. **The Employer shall not unreasonably deny the employee's request. The outcome of the request shall be relayed to the employee in writing within thirty (30) days of receipt of the request.**

Revised ARTICLE 14. NOTIFICATION OF INABILITY TO REPORT TO WORK

All employees who are unable to report to work as required shall immediately notify their **Manager or designate, in accordance with the call-in procedure.** Failure to report may result in disciplinary action unless a reasonable explanation is provided by the employee.

ARTICLE 15. NOTICE OF TERMINATION

- 15.1 Upon termination of employment, the Employer or the employee agrees to provide the following written notice:
- Permanent Employees - one (1) month's notice
All Other Employees - one (1) week's notice
- 15.2 Notwithstanding the foregoing, either such notice may be waived or modified by mutual agreement between the City and the employee concerned.

ARTICLE 16. SENIORITY

- 16.1 Seniority is the length of continuous service within the bargaining unit and with the Employer and for the purposes of this Agreement is defined as an employee's total accumulated scheduled hours worked from date of hire.
- 16.2 All employees shall acquire seniority after one (1) month of continuous service.
- 16.3 Effective the date of signing of this Collective Agreement, temporary employees will have seniority carried over from one (1) temporary appointment to the next if:
- a) there is a break in service of two (2) weeks or less between appointments;
 - or
 - b) the employee is hired for a permanent appointment or third temporary appointment. The breaks between appointments must not exceed twelve (12) months of each other;
 - or
 - c) there are two (2) consecutive extensions of a temporary appointment.

All of the above shall be subject to Article 16.6.

- Revised 16.4 Employees cannot exercise seniority rights while **working in a trial period or probationary period, except when an employee** applies for a permanent position (except as provided in Article 17.9). In addition, temporary employees can exercise their seniority for permanent positions only during periods of employment.

An employee occupying a temporary position shall be eligible to exercise their seniority for the purpose of applying for that same position, with the same job title within the same work unit.

- 16.5 Seniority shall continue to accumulate when an employee is absent for:
- Sick leave
Workers' Compensation