

COLLECTIVE AGREEMENT

Between

THE AMALGAMATED TRANSIT UNION
LOCAL #588

And

THE CITY OF REGINA

January 1, 2016 to December 31, 2018

AMALGAMATED TRANSIT UNION LOCAL NO. 588 - INDEX

January 1, 2016 - December 31, 2018

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THIS AGREEMENT made in duplicate this _____ day of _____ A.D. 2016.

BETWEEN: THE CITY OF REGINA, hereinafter called
"The City" OF THE ONE PART;

~ and ~

THE AMALGAMATED TRANSIT UNION,
LOCAL NO. 588, hereinafter called "The Union"
OF THE OTHER PART

PREAMBLE

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

NOW THEREFORE, to effectuate the foregoing, the parties mutually covenant and agree as follows:

ARTICLE 1 INTERPRETATION

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

- 1.1. "Casual Employee" shall mean an employee who is employed in casual employment or is performing work of a permanent nature but, for a bona-fide reason or cause, cannot in the best interest of the City be placed on the permanent staff.
- 1.2. "City" means the Corporation of the City of Regina.
- 1.3. "Council" means the Council of the City of Regina.
- 1.4. "City Manager" means the appointed City Manager or designate.
- 1.5. "Director of Human Resources" means the Director of Human Resources or designate.
- 1.6. "Director" means the Director or designate.
- 1.7. "Hours of Work" shall be governed by the laws of the Province of Saskatchewan and Regulations thereunder, except where, by agreement, such hours of work respecting certain classes of employees may be less than are prescribed by the said Statutes or Regulations.

- 1.8. "Manager" means Manager of a respective branch or designate.
- 1.9. Masculine and Feminine Gender: The words "He", "His", or "Him" where used herein, shall be construed as including or referring to a person of the feminine gender, where the facts or context so require.
- 1.10. "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 **to the Manager** in charge forthwith and wages therefore at the specified overtime rates shall be paid within the next pay period.
- 1.11. "Permanent Employee":
- 1.11.1. "Permanent Employee" shall mean an employee heretofore or hereafter appointed to a permanent position on the recommendation of the Director.
- 1.11.2. Notwithstanding Clause 1.11.1. hereof, during the twelve (12) month probationary period, an employee may be terminated without recourse to the grievance procedure provided for in this Agreement. However, it will be mandatory for the City to inform the employee in writing the reasons for the dismissal.
- 1.12. "Probation" shall be defined as the period of time that an employee is required to work to determine suitability for the position. Once an employee successfully completes their probationary period they will acquire permanent status in that position. New employees serve a one year probationary period while existing employees who move into different positions serve a six month probationary period.
- 1.13. Service:
- 1.13.1. "Service" for the purposes of earning annual increments and vacation entitlement (i.e. 4,5,6 weeks of vacation) under Article **15**, means only regular hours worked (includes misses and the guarantee in Schedule "A"), together with absence from work due to earned annual vacation, statutory holidays, personal sickness covered by sick leave credits or an approved leave of absence, pension disability under bylaws 3125 or 9566, disability under Article 12, occupational injury covered by Workers' Compensation Board payments, a leave of absence under Bereavement Leave (7.1.1.), Special Leave (7.1.2.), Leave for Union Activities (7.2.1.), **MPAL (7.2.3)**, a leave of absence for the purpose of apprenticeship training, and the initial thirty (30) calendar days of any other approved leave of absence (subject to the laws of the Province of Saskatchewan and Regulations thereunder) including disciplinary suspension up to 30 calendar days.
- 1.13.2. "Service" for the purposes of earning vacation credits under Article 15 and sick leave credits under Article **11** means only the regular hours worked (includes misses and the guarantee in Schedule "A") together with absence from work due to earned annual vacation, statutory holidays, personal sickness (to the extent sick leave credits are available), a leave of absence under Bereavement Leave (7.1.1.), Special Leave

(7.1.2.), and Leave for Union Activities (7.2.1.), and the last twelve (12) consecutive months of an occupational injury covered by Workers' Compensation Board payments.

1.14. "Union" means the Amalgamated Transit Union, Local #588.

ARTICLE 2 – SCOPE

This agreement shall apply to all the employees employed by the City of Regina in the Transit Department, except as excluded pursuant to the current effective order of the Saskatchewan Labour Relations Board.

ARTICLE 3 – RECOGNITION

- 3.1 The City recognizes and acknowledges the Union as the sole collective bargaining agent of the employees who are, or may be in the future, work in any of the positions classified in this Agreement, and the City hereby consents and agrees to negotiate with the Union or with the representatives elected or appointed by said Union in any and all matters within the scope of this Agreement, or any matters involving the interpretation of this Agreement.
- 3.2 The Union agrees that it is the exclusive right of the City to manage the affairs of the City and to direct its working forces subject to its observance of the terms and conditions of this Agreement.

ARTICLE 4 – UNION SECURITY

It is hereby agreed that every employee who is now, or hereafter becomes a member of this Union, shall maintain membership in the Union as a condition of employment, and every new employee whose employment commences hereafter shall, within thirty (30) days after the commencement of employment, apply for and maintain membership in the Union as a condition of employment.

The Union shall notify the Director of any employees who have not become members of the Union in accordance with the terms of this Agreement.

ARTICLE 5 – CHECK OFF

It is hereby agreed that when any employee so requests in writing, the City will check off or deduct from such employee's wages, the sum or amount so deducted or checked off to the Treasurer of the Union, such remittances to be made within seven (7) days of the date of deduction. In every other respect, **6-43** of the **Saskatchewan Employment Act** shall apply.

ARTICLE 6 – NOTICE BOARDS

The City agrees to install notice boards for the sole use of the Union, in suitable locations, easily accessible to the employees, for the purpose of posting notices of interest to the Union.

ARTICLE 7 – LEAVE OF ABSENCE

Any employee requesting a leave of absence without pay shall provide reasonable notice in writing, to the Manager, who insofar as the regular operations of the Department will permit, shall grant the leave requested.

An employee engaging in other employment for gain while absent under the provisions of this Article, without the expressed written consent of the Director, shall be deemed to have terminated employment with the City, effective the date other employment was assumed.

7.1 Paid Leave

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

7.1.1. Bereavement Leave

Where there is a death in the employee's immediate family, the employee shall be granted up to three (3) consecutive working days' bereavement leave, with pay at the discretion of the Director.

One (1) additional day of bereavement leave with pay will be provided to employees that must travel more than 300 kilometers outside of Regina or two (2) additional days of bereavement leave with pay will be provided to employees that must travel out of the country.

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

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

When an employee is designated an Executor of an Estate, they shall be granted one (1) day of leave with pay.

Leaves of absence under this section will not be deducted from the employee's "Sick Leave" credits.

7.1.2. Special Leave

"Special Leave of Absence" with pay shall be granted to permanent employees at the discretion of the Director, for reasons such as pressing emergency, bereavement in excess of three (3) days or compassionate cause. Such Leave of Absence shall be deducted from the employee's accumulated "sick leave" credits. An employee absence report shall be required when sick leave credits are used for the foregoing reasons.

Permanent Employees with less than seventy-five (75) days accumulated sick leave to their credit must protect twelve (12) days per year for personal illness, and such twelve (12) days are not available for use as "special leave" as defined above.

7.1.3. Jury and Witness Duty

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

When an employee, outside of regular work hours, is required to appear in court as a witness related to transit business, the employee will receive time-off-in-lieu at straight time rates for those hours required to be in court. Such time off will be taken at a time mutually agreeable between the Director and the employee.

7.2. Unpaid Leave

7.2.1. Leave of Absence for Union Activities

In case any members of the Union are appointed delegates to attend conventions in connection with Union affairs, they shall, provided they have given a minimum of 10 calendar days' notice, in writing, to the Director, be granted leave of absence without pay to attend same. However, the City agrees to continue to maintain the payment of regular salary and benefits and the Union agrees to reimburse the City for salary and benefit costs paid during the leave of absence. It being understood, such leave of absence and the number of employees permitted leave of absence under this Subsection, shall be mutually agreed to between the Director and the Union.

7.2.2. Full Time Union Position

Any permanent employee who has completed one (1) year of service and who is selected for a full-time position with the Union, shall, on application, be granted a leave of absence without pay for a period of up to one (1) year. Such leave of absence may be extended, by mutual agreement of the parties, for periods of time not greater than one (1) year.

7.2.3. Maternity, Parental and Adoption Leave (MPAL)

Subject to Sections 7.2.3.1 through 7.2.3.4 hereof, every member shall be entitled to MPAL in accordance with the provisions of the **Saskatchewan Employment Act**.

- 7.2.3.1. Every employee upon proceeding on MPAL, as the case may be, shall receive payment in respect of all accumulated vacation credits.
- 7.2.3.2. Notwithstanding the provisions of subsection 7.2.3.1 hereof, the employee may request, in writing, that all accumulated vacation credits be carried forward for use upon return to work.
- 7.2.3.3. Every employee returning to work shall resume work with no loss of seniority, rates of wages or benefits accrued to the commencement of the MPAL.
- 7.2.3.4. Notwithstanding anything contained in this Agreement, any employee on MPAL shall not accumulate nor be credited with sick leave or vacation credits during such leave.
- 7.2.3.5. For the purpose of this Clause, MPAL shall mean up to and including fifty-two (52) weeks' leave of absence without pay.

7.2.4. Medical Leave

Employees who are on Leave of Absence Without Pay for medical reasons will be required to undergo a medical examination at the expense of the City before returning to work.

ARTICLE 8 – GRIEVANCES AND DISPUTES

"Grievance" shall mean any difference between the parties to this agreement, concerning the interpretation, application, operation or any alleged violation of this agreement. The grievance procedure is as follows:

- 8.1. An aggrieved employee shall within seven (7) calendar days of the incident that led to the filing of a grievance, first state his case in writing to the Union.
- 8.2. Whenever possible, the Union will discuss complaints with the Transit management prior to filing a formal grievance. If a matter cannot be resolved through discussions, then the grievance procedure shall be initiated within ten (10) calendar days from the date the employee advised the Union of the incident, and following as outlined below.
- 8.3. Step 1 - The Union shall, within ten (10) calendar days after filing of the grievance of an employee, or within (10) calendar days following 8.2 above, have the right to make a submission to the Manager (copy to the Director of Human Resources). In making application for a hearing, the Union shall specify the nature of the grievance, the clause or clauses of this

agreement upon which the grievance is based or the dispute involving the questions of general application, and the remedy that is requested. The hearing shall be held within ten (10) calendar days of the application being made, and the Union may have the employee or employees concerned present at the hearing. The manager shall, within ten (10) calendar days following the hearing, give his decision and reasons in writing to the Union.

After receiving the City's answer at any step in the grievance procedure, if the Union has not given Notice of Intention to advance the grievance to the next step within ten (10) calendar days, the matter shall be deemed to be settled on the basis of the City's reply.

- 8.4. Step 2 - The Union shall have the right to appeal to the Director from the decision of the Manager, and in so doing shall file with the Director a written statement of the grievance, as well as a copy of the decision of the Manager. Such appeals shall be filed with the Director within ten (10) calendar days following the receipt of the decision of the Manager. When such appeal has been filed, the Union shall have the right to interview and obtain information pertaining to the grievance from any employee or any other person believed to have knowledge of the matter contained within the grievance.

The Director shall hear the appeal within ten (10) calendar days after the grievance has been filed and shall give a decision within ten (10) calendar days after the conclusion of the hearing. It is understood that the same individual will not hear both Step 1 and Step 2.

- 8.5. **Step 3** - Any grievance which is not settled by the procedures set forth may be referred to a Board of Arbitration by either party to this agreement. A single arbitrator may be appointed, if mutually agreeable to both parties. Application for the establishment of a Board of Arbitration must be made by either party within thirty (30) calendar days of the date that the decision of the Director is rendered.
- 8.6. A policy grievance arising from the interpretation, application, operation or alleged violation of this agreement or a dispute involving a question of general application, which directly affects more than one (1) employee, employees in more than one branch of the Department, shall be initiated in writing with the Director (**copy to the Director of Human Resources**) within ten (10) calendar days from the day that the incident which gave rise to the grievance reasonably came to the attention of the Union. After submission of the grievance to the Director, the procedures and time limits contained herein shall apply.
- 8.7. When either party requests that a grievance be submitted to a Board of Arbitration, the request shall be made by registered mail or alternative method that provides proof of receipt addressed to the other party of this agreement, indicating the name of its nominee to the Arbitration Board. Within seven (7) calendar days thereafter, the other party shall answer by registered mail or alternative method that provides proof of receipt, indicating the name and address of its nominee to the Arbitration Board. The parties shall then meet to select an impartial Chairperson.
- 8.8. If the recipient of the notice fails to appoint a nominee, or if the parties fail to agree upon a Chairperson within seven (7) calendar days of their appointment, the appointment shall be made by the Ministry responsible for Labour Relations, upon request by either party.

- 8.9. The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representation to the Board. It shall hear and determine the difference or allegation and render a decision within thirty (30) calendar days from after the hearing is completed.
- 8.10. The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration have the power to change this agreement or to alter, modify or amend its provisions. However, the Board shall have the power to dispose of any discharge or discipline grievance by any arrangement which, in its opinion, it deems just and equitable.
- 8.11. Should the parties disagree as to the meaning of the decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within ten (10) calendar days.
- 8.12. When either party applies for the establishment of a Board of Arbitration, each party shall pay the fees and expenses of their own nominee and shall each pay one-half (1/2) of the cost of the fees and expenses of the Chairperson.
- 8.13. The authority making the final decision shall determine the financial or other arrangements to be made in the case of any suspension, dismissal or demotion.
- 8.14. This section shall, at all times, be subject to the provisions of the laws of the Province of Saskatchewan and regulations thereunder, and not in any sense be in derogation of the rights of the respective parties hereto under the said law.
- 8.15. Time limit exceptions may be made by mutual agreement, in writing, to any of the time limits specified in the aforementioned procedures.
- 8.16. Alternatively, by mutual agreement, the parties may, within ten (10) days of the respective Director's decision, agree to utilize the expedited arbitration process outlined as follows:

EXPEDITED ARBITRATION

The parties agree that the following procedures set out herein may be used after Step 2 of the grievance procedure.

8.16.1. A single arbitrator mutually agreeable to both parties will be appointed.

8.16.2. The hearing:

8.16.2.1. The date of the hearing shall be within one (1) calendar month of the contact date of the arbitrator.

8.16.2.2. Legal counsel shall not be used by either party. The parties will equally share the fees and expenses of the arbitrator.

8.16.2.3. Counsel for each of the parties shall be limited to the following:

Union: Staff representative or elected officer

Employer: Transit Department or Human Resources Department staff

8.16.2.4. The grievor(s) and one Union representative and the manager who are party to the case shall be granted leave with pay to be present at arbitration.

8.16.2.5. The arbitrator shall hear the grievance(s) and shall render a decision within five (5) calendar days of the hearing. This does not preclude the arbitrator from giving a bench decision with written reason to follow in the above time frame. The reasons, when provided, shall be brief (no more than two pages) and the decision of the single arbitrator will be final and binding on the parties.

8.16.2.6. The documents tabled with the arbitrator shall include:

- collective bargaining agreement;
- grievance statement and replies;
- agreed statement of facts;
- any cases that the parties intend to rely on (limit two from each); and
- a brief statement of each party's position (one page only).

8.16.2.7. The parties shall follow the following procedural guidelines:

- documents tabled;
- brief opening statement;
- witnesses (maximum two per party), examined, cross-examined and questioned by arbitrator;
- final argument (cases may be cited);
- the hearing will be conducted in an informal manner with limited objections.

8.16.2.8. Expedited arbitration awards shall not set a precedent and shall not be referred to by the parties in respect of any other matter in any other setting.

8.16.2.9. All settlements of expedited cases prior to the hearing shall not be referred to by the parties in respect of any other matter in any other setting.

8.16.2.10. All settlements of expedited arbitration cases prior to the hearing shall be without prejudice.

8.16.2.11. The arbitrator does not have the power to change the collective bargaining agreement or to alter, modify or amend its provisions. However, the arbitrator shall have the power to dispose of any discharge or discipline grievance by any arrangement which, in its opinion, it deems just and equitable.

8.16.2.12. Either party may apply to the arbitrator to clarify the decision, which he/she shall do within ten (10) calendar days of the application.

8.16.2.13. The arbitrator may determine the financial or other arrangements to be made in the case of any suspension, dismissal or demotion. Such arrangements or payments will be made as quickly as possible.

ARTICLE 9 – SENIORITY

- 9.1. The City reserves the right to promote or transfer employees to other branches of the Department, providing such employees begin at the bottom of the seniority list in the new branch of the Department; however, once having acquired seniority within any branch, same shall be maintained for the duration of employment with the Department.
- 9.2. There shall be no seniority acquired by an employee during the first year of employment, but, after having completed twelve (12) months of employment, the seniority of the employee shall date from the time they last entered the service of the Department as a permanent employee. The employee shall accumulate seniority in the schedule of the department in which they are employed. Seniority is not transferable between schedules of the department but shall be maintained in the schedule in which it was accumulated.
- 9.3. The employee's seniority shall **terminate** if the employee:
 - 9.3.1. voluntarily resigns;
 - 9.3.2. is dismissed for cause;
 - 9.3.3. is absent without proper leave;
 - 9.3.4. has been notified to report for work in accordance with 27.5, and fails to do so at the appointed time and place, except where the recall is for a period of employment of less than thirty-one (31) calendar days;
 - 9.3.5. is not employed **in a union position** for a period in excess of twelve (12) consecutive months. **If they choose to return to their original position within twelve (12) months their seniority shall resume from the date that they left;**
 - 9.3.6. overstays a vacation period or approved leave of absence without reasonable cause.
- 9.4. There shall be no seniority acquired by an employee during the first year of employment, but after having completed twelve (12) consecutive months of employment, the seniority of the employee shall date from the time the employee last entered the service of the Department.

ARTICLE 10 VACANCIES AND NEW POSITIONS

When vacancies in the permanent staff occur or new positions of a permanent nature are created within the scope of this agreement, a notice thereof outlining the position and grade shall be forwarded by the Director of Human Resources to all departments of the City and to the Recording Secretary of the Union at least one (1) week prior to an appointment being made.

Appointments shall be made in accordance with Article 9 hereof, and the employees appointed shall be subject to a twelve (12) month probationary period. By mutual agreement between the Director and the Union, the twelve (12) month probationary period may be extended or reduced.

Revisions to the position description will be forwarded to the Union prior to the bulletin of the position.

- 10.1. When filling vacancies or new positions, within the schedules of this agreement, qualifications, ability, experience and seniority will be considered. Seniority will be further defined as:
 - 10.1.1. Employee with the most seniority in the same schedule
 - 10.1.2. Employee with the total seniority in all schedules
- 10.2. When engaging additional employees, the permanent employee last laid off shall, if qualified, be re engaged.
- 10.3. A qualified employee, having accepted the appointment to a position within or beyond the scope of this Agreement, shall be allowed six (6) months in which to prove him/herself capable of filling the position to the satisfaction of the Director. If such employee is not capable of filling the position within the first six (6) months, or if such employee elects to revert to this or his/her former position within the first three (3) months, the employee shall revert to the former position without prejudice and without loss of seniority in the former position. Other individuals promoted or transferred as a consequence of the original promotion or transfer shall also be returned to their former positions without prejudice or loss of seniority. By mutual agreement between the Director and the Union, the six (6) month probationary period may be extended or reduced.
- 10.4. After an individual has accepted an appointment to a permanent position within the scope of this Agreement, the Union shall be advised by the Human Resources Department of the name of the successful appointee.
- 10.5 **Vacancies created within thirty (30) days after an employee commences the new appointment:**
 - **When an employee elects to revert to their former position and this reversion occurs in thirty (30) days or less from the commencement date or the position is vacated within thirty (30) days of commencement, the position may be re-bulletined, or**
 - **The City may fill the vacancy from the original list of applicants.**

ARTICLE 11 SICK LEAVE

- 11.1. All permanent employees shall accumulate sick leave credits at the rate of .069 hours for each hour of accumulated service up to a maximum of 1598 hours for Schedule "C" employees and 1744 hours for all other employees.
- 11.2. Employees who have been properly appointed to permanent positions in accordance with this Agreement shall be entitled to payment for absence from work due to sickness to the extent they have established sick leave credits under 11.1, hereof.
 - 11.2.1. Each employee claiming sick pay under the provisions of this Agreement, shall be required to complete an Employee Absence Report for absence not exceeding four (4) working days, declaring that the absence was a result of personal sickness. If absent from work through sickness for a period exceeding four (4) working days, the employee shall, in addition, produce a regulation medical certificate completed by a duly qualified medical practitioner. Any cost incurred for completion of said certificate shall be borne by the City.
 - 11.2.2. Notwithstanding subsection 11.2.1 hereof, in the case of suspected misuse of sick leave, an employee shall, at the discretion of the Director, produce a Medical Certificate signed by a duly qualified Medical Practitioner certifying the said employee was unable to perform the work due to personal sickness. Any cost incurred for completion of said Certificate shall be borne by the City.
- 11.3. For the purpose of this clause, illness shall include non-occupational injury or injury other than injury covered by the Workers' Compensation Act.
- 11.4. Where an employee sues a third party for damages in respect of an injury, the employee shall claim for any salary advanced in respect of sick pay and, upon receipt of said damages, shall reimburse the City of Regina for such salary as may have been advanced excepting reasonable legal expenses in connection therewith as allowed by the tariff of fees of the Law Society of Saskatchewan and actually paid by the employee.
- 11.5. The City reserves the right to ask for a medical certificate of any employee who is absent from work due to sickness or accident. Such examination shall be conducted by a qualified medical practitioner appointed by the City. Any cost incurred shall be borne by the City.
- 11.6. Where an employee is in receipt of wage loss replacement from Saskatchewan Government Insurance as a result of an automobile injury, sick credits will be available to the employee to the extent they have been earned and all wage loss replacement benefits payable from SGI to the employee shall be turned over to the City Treasurer. The employee's sick leave bank shall be adjusted in consideration of the payment received from SGI. An employee must apply to SGI if they are eligible for such wage loss replacement. The employee is not required to turn over funds in excess of sick benefits paid by the City to the employee.

11.7. Notification

11.7.1. Every employee who is absent from work on account of sickness shall, whenever possible, notify the department prior to commencement of the employee's regular work day and failure to do so, unless notification is shown to have been unavoidable and satisfactory proof of disability is furnished, may deprive such employee of such sick leave as normally would have accrued.

11.7.2. In order that employees can comply with sub section 11.7.1 hereof, the City agrees to provide a telephone answering service.

11.8. For the purpose of this Article, sick leave usage is equal to the guaranteed regular number of hours that the employee would have worked on the given day but were missed due to sick leave.

ARTICLE 12 DEATH AND DISABLEMENT BENEFITS

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

"Salary" shall mean the basic rates of pay as from time to time set forth in the Schedules forming part of this Agreement and where the Schedule sets forth pay ranges it shall refer to the step in the range enjoyed by the employee at the time of death or disability.

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

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

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

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

12.1.1. In the event of the death of a permanent employee, the City shall guarantee to the spouse and dependent children an amount equal to 95% of the amount of the monthly salary such employee would have received if living and continuing in the employ of the City in the same or equivalent classification and step in the pay range in which the deceased was employed at the time of death.

- 12.1.2. In the event of the subsequent death of the spouse, the benefit shall, continue to be payable, effective the first day of the month following the death of the spouse, at the rate of 20% of the gross applicable monthly salary for each dependent child with the maximum benefit payable under this provision not to exceed 80% of the gross applicable monthly salary.
- 12.1.3. In the event of the death of a permanent employee leaving no spouse, but a dependent child or children, the benefit shall be payable effective immediately at the rate of 20% of the gross applicable monthly salary for each dependent child with the maximum benefit payable under this provision not to exceed 80% of the gross applicable monthly salary.
- 12.1.4. In calculating the amount to be paid by the City in any month, the following items may be deducted from the salary from time to time in effect:
- 12.1.4.1. Any taxes or other deductions required by law and, until the date on which the employee would have reached compulsory retirement age had the employee lived, 95% of the amount that would have been required to pay toward superannuation under the pension bylaw of the City.
- 12.1.4.2. The amount of any pension, annuity or insurance settlement not personally contracted for by such deceased employee, or the spouse or dependent children otherwise than by virtue of the employment of such employee. Such deductible amounts shall include but not be specifically limited to any benefits paid by the Workers' Compensation Board, the City of Regina, the Canada Pension Plan (Primary Benefits Only), the Criminal Injuries Compensation Board or a claim or suit in tort made against any person in respect of the death of such employee. In the event the foregoing benefits take the form of a lump sum settlement rather than a monthly allowance, such amounts shall be spread over a ten year period to determine the monthly amount deductible. With the exception of proceeding with litigation, it shall be the responsibility of the employee's estate to apply for every benefit available before taking advantage of the provisions of this clause. The City will provide to the employee's estate reasonable assistance to facilitate the recovery of all such benefits referred to in this section, 12.1.4.2 except in respect to any suit in tort.
- 12.1.5. The City's liability hereunder shall continue:
- 12.1.5.1. In the event of the death of an employee leaving a spouse, and/or dependent child or children.
- 12.1.5.2. In the event of the death of an employee leaving no spouse but a dependent child or children until they cease to be considered dependents under the definition hereinbefore set forth in this Article.
- 12.1.5.3. In no event beyond the date at which such deceased employee would have been entitled to full and compulsory pension retirement from the City had the

employee's death not occurred, at which time the pension shall be paid to the spouse and dependent children as provided for in the Civic Pension Plan.

- 12.1.6. In the event a spouse abandons or deserts any dependent children the City shall have the right to direct that any payment forthcoming, by virtue of these provisions shall be paid to the benefit of such children.
- 12.1.7. Notwithstanding any of the foregoing, the City shall not be liable hereunder with respect to the death of any employee which shall occur:
 - 12.1.7.1. As a result of an accident obviously not related to the employee's duties and employment as an employee of the City, or
 - 12.1.7.2. As a result of an illness obviously not contracted by reasons of the employee's duties and employment as an employee of the City.

12.2. Consideration for disability benefits shall be given to applications received by the City after December 31, 1982, as per the following:

- 12.2.1. In the event a permanent employee becomes disabled, upon application by the employee or spouse of the employee or department head, the employee shall be entitled to full salary for the first two (2) years of such disability and thereafter 90% or full salary subject to the provisions of Clause four (4) of this Section.
- 12.2.2. In calculating the amount to be paid by the City in any month, the following items may be deducted from the salary from time to time in effect:
 - 12.2.2.1. Any taxes or other deductions required by law, and for the first two (2) years of the disability 100% and thereafter 90% of the amount the employee would have been required to pay toward superannuation under the pension bylaw of the City.
 - 12.2.2.2. The amount of any pension, annuity or insurance settlement not personally contracted for by such employee, or the spouse or dependent children of the employee otherwise than by virtue of the employment of such employee. Such deductible amounts shall include, but not be specifically limited to, any benefits paid by the Workers' Compensation Board, the City of Regina, the Canada Pension Plan (Primary Benefits only), the Criminal Injuries Compensation Board or a claim or suit in tort made against any person in respect of the disablement of such employee. In the event the foregoing benefits take the form of a lump sum settlement rather than a monthly allowance, such amounts shall be spread over a ten (10) year period to determine the monthly amount deductible. With the exception of proceeding with litigation, it shall be the responsibility of the employee to apply for every benefit available before taking advantage of the provisions of this clause. The City will provide to the employee, reasonable assistance to facilitate the recovery of all such benefits referred to in this Section 12.2.2.2 except in respect to any suit in tort.

12.2.2.3. Fifty (50) percent of the gross amount of any remuneration an employee receives should the employee become gainfully employed outside the City service, provided the said 50% is less than the benefit payable under the provisions of this clause.

12.2.3. The City shall not be liable to pay disability benefits if:

12.2.3.1. The employee secures gainful employment outside of the City service for which the remuneration exceeds the benefits payable under the provisions of this clause by 50% or more, or

12.2.3.2. In the event the disablement resulted from an accident obviously not related to the employee's duties and employment as an employee of the City, or

12.2.3.3. In the event the disablement resulted from an illness obviously not contracted by reason of the employee's duties and employment as an employee of the City.

12.2.3.4. On and after the date such employee would have been compulsorily retired under the provisions of the Civic Pension Plan, at which time the employee will be paid pension in accordance with the provisions of the Civic Pension Plan.

12.2.3.5. In the event, and on the date that an Income Continuance Plan is implemented provided the benefits of such plan are at least equal to the provisions of this Clause. However, should such Income Continuance Plan subsequently be terminated, the provisions of this Article shall forthwith be restored.

12.2.3.6. On death of the employee, in which event, the provisions of Section 12.1 will apply.

12.2.4. Certification

12.2.4.1. Not more frequently than once every twelve (12) months following the commencement of an employee's disability the City may request that the disability be certified.

12.2.4.2. Rehabilitation

12.2.4.2.1. Whereupon a program of rehabilitation is made available at the expense of the City and the medical practitioners certify that the program may enable the employee to perform the duties of a position within the civic service, the employee shall receive full salary of the original position while participating in such program.

12.2.4.2.2. If an employee elects not to participate in a program of rehabilitation that is certified as being appropriate for such employee, the benefit shall be reduced by 50% of full salary for the first two (2) years from the date of application for Article 12 and to 45% of full salary thereafter.

12.2.4.2.3. If at the completion of such program or any earlier date it is certified that the employee's disability will not enable the employee to perform the duties of such position, the employee shall continue to receive the benefits to which there is entitlement by reason of the disability.

12.2.4.3. Offer of Permanent Position

12.2.4.3.1. Whereupon a disabled employee is offered a permanent position within the civic service, which the employee is certified as being able to perform, and the employee accepts such offer, the employee shall be paid at least at the current rate of the employee's former position. The City shall make such offer only to an employee who is qualified by education, training and experience to perform the duties of the position offered.

12.2.4.3.2. An employee who is certified as able and qualified to fill a permanent position, who elects not to accept such offer shall have disability benefits reduced by 50% of full salary for the first two (2) years from the date of application for Article 12 and to 45% of full salary thereafter.

12.2.5. The City is obliged to continue to strive to identify alternate employment within the service of the City and taking into consideration the fullest capabilities of the employee.

12.2.6. A permanent employee who is disabled as provided in this Article shall continue to be an employee of the City until death or until reaching the compulsory retirement age, whichever be the sooner. Upon reaching retirement age the employee shall be paid pension. An employee receiving benefits under this Article will not accrue sick leave and vacation credits unless rehabilitated and employed in alternate employment as hereinbefore provided.

12.3. Medical Tribunal

12.3.1. Wherever there is any difference of medical opinion with respect to any question related to the death or disability of a permanent employee, such difference shall be referred to a Medical Tribunal.

12.3.2. The request to establish a Medical Tribunal must be submitted by the City or the Union not later than sixty (60) days following notice of the difference of medical opinion.

12.3.3. The Medical Tribunal shall consist of a doctor nominated by the Union, a doctor nominated by the City and a doctor appointed as Chairman by the Regina District Medical Society. The majority decision of the Tribunal shall be final and binding upon all parties concerned.

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

ARTICLE 13 WORKERS' COMPENSATION SUPPLEMENT

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

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

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

13.2. The Workers' Compensation Board benefits, as referred to in clause 13.1, shall not be considered as including "pension payments" or "cash settlement payments" or "an award for permanent physical impairment" or "Workers' Compensation Board long term earnings loss".

13.3. The City's obligation under this Article shall cease when the Workers' Compensation Board adjudicates that the employee is fit for suitable employment excepting where employment assistance payments are paid by the Workers' Compensation Board.

ARTICLE 14 – HOLIDAYS

14.1. Except as otherwise provided herein, the following shall be observed as holidays without deduction of pay therefore, and no employee shall be required to take time off in lieu of pay therefore:

- New Year's Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day
- Saskatchewan Day

- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day (or any other day declared or proclaimed in lieu thereof)
- Any further day or portion thereof other than those specified above becoming a holiday in accordance with the provisions of the Cities Act, or when so proclaimed by Federal or Provincial Authority.

*NOTE: Easter Monday will not be observed as a holiday. Instead the benefits of Easter Monday will be directed to the City of Regina in lieu of other benefits provided. The following calculations are provided for formulation purposes.

JANUARY 1, 2010 – COST PER EMPLOYEE 2009 (\$297.87) + 2%
 ECONOMIC ADJUSTMENT = \$303.83
 \$303.83 X # EMPLOYEES 2010 = TOTAL 2010

JANUARY 1, 2011 – COST PER EMPLOYEE 2010 (\$303.83) + 2.5%
 ECONOMIC ADJUSTMENT = \$311.43
 \$311.43 X # EMPLOYEES 2011 = TOTAL 2011

JANUARY 1, 2012 – COST PER EMPLOYEE 2011 (\$311.43) + 2.5%
 ECONOMIC ADJUSTMENT = \$319.22
 \$319.22 X # EMPLOYEES 2012 = TOTAL 2012

14.2. Observance of Holidays

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

14.3. Work on Holidays

14.3.1. When an employee is required to work on a holiday, the employee shall be paid, in addition to regular wage or salary for that day, two (2) times the regular rate of pay for each hour or part of an hour that the employee is required to work on a day the holiday is observed by the City.

14.3.2. The overtime provisions of this Agreement shall not apply to work on a holiday.

14.4. Holidays Held on Off Days

14.4.1. Schedule "A" and Schedule "B"

When a Holiday occurs on a day off for an employee covered by Schedule "A" or Schedule "B" of this Agreement, the employee shall be paid for the holiday at the employee's regular rate of pay in addition to all other sums accruing during the week in which the holiday is held.

NOTE: The employee's pay for the day as identified in 14.4.1. may be utilized as time in lieu at the selection of the employee.

14.4.2. Schedule “C”

When a holiday occurs on a **day off** for an employee covered by Schedule "C" of this Agreement, the employee shall be credited with one (1) extra day of annual vacation for each such occurrence. It is understood and agreed such extra day or days, as the case may be, shall be taken off during the employee's regular annual vacation unless otherwise mutually agreed between the employee and the Operational Manager.

14.4.3. The City and the Union, recognize the importance of providing quality service for Transit customers which **may** mean working forty (40) hours per week, in which a “Public Holiday” occurs. Therefore, the parties agree to the following terms and conditions for such occurrences.

14.4.3.1. Nothing in this shall be construed as altering the existing rights and/or obligations of either party under the provision of The Collective Bargaining Agreement except as specified.

14.4.3.2. In addition to the benefit provided in 14.4.1. and E.3., when a Public Holiday occurs on a **day off**, provided that employee has been scheduled to work five (5) days or forty (40) hours for that week, he/she shall be given an additional eight (8) hours at their regular rate of pay, in their time in lieu bank.

Employees who are covered by Schedule C will be reviewed on an individual basis.

For further clarification, the Public Holidays to which this provision is applicable are as follows:

- New Year’s Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day
- Saskatchewan Day
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day

14.4.3.3. The parties further agree that, the provisions of the **Saskatchewan Employment Act** regarding work week reduction will not be applicable.

14.5. Absence on Holidays

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

14.5.1. While on approved leave of Absence (without pay), pay for holidays will be determined in accordance with the provisions of the **Saskatchewan Employment Act** and amendments thereto.

14.5.2. While in receipt of Workers' Compensation Benefits not supplemented by the City.

14.5.3. While on lay off.

14.5.4. While under warranted suspension from work.

ARTICLE 15 - ANNUAL VACATION

15.1. All permanent employees shall accumulate vacation leave credits at the following rates:

<u>Service as in Article 1.13.1</u>	<u>Vacation Credit Per Hour of Service as in Article 1.13</u>
First 7 years	.058
Start of year 8 to end of year 15	.077
Start of year 16 to end of year 23	.096
Start of year 24 and thereafter	.115

15.2. Notwithstanding Article 15.1. of the Collective Agreement, the parties agree that all permanent employees who work an 8.5 hour day or a 7.83 hour day on a 5/5/4 work week shall accumulate vacation leave credits at the following rates:

<u>Service as in Article 1.13.1.</u>	<u>Vacation Credit per Hour of Service as in Article 1.13.</u>
First 7 years	.061602
Start of year 8 to end of year 15	.082136
Start of year 16 to end of year 23	.102669
Start of year 24 and thereafter	.123203

15.3. After successful completion of the initial probationary period, and with the written permission of the Director, an employee shall have the right to accumulate up to two weeks of vacation above their annual entitlement.

15.4. The City of Regina will discuss with the Union of any changes in the number of vacation blocks being allocated prior to the commencement of annual vacation signing for Bus Operator and **Dispatchers**.

15.5. All Bus Operators and **Dispatchers** shall sign for vacation by March 1. For the purposes of annual vacation for Bus Operators and **Dispatchers** annual vacation shall be considered to run from April 1 of the current calendar year to March 31 of the next calendar year. Vacation for all other employees shall be arranged between the employees and the Director each year.

- 15.6. In the event of a permanent employee leaving the service at any time in the holiday year before vacation has been taken, the employee shall be entitled to a payment of salary or wages in lieu of such vacation, at the regular rate of pay.
- 15.7. When a holiday occurs within the annual vacation period of an employee covered by this agreement, such employee shall be given an additional day of annual vacation in lieu of the holiday for each such occurrence. Such additional day of annual vacation shall be taken at a time mutually agreeable to the employee and the Transit Department.
- 15.8. For the purpose of this Article, vacation leave usage is equal to the guaranteed regular number of hours that the employee would have worked on the given day but were taken as vacation.

ARTICLE 16 – BENEFIT PLANS

16.1. Dental Plan

The City and the Union agree that effective March 1, 1992, a 50/50 cost shared Dental Plan is provided for all permanent employees.

16.2. Medical Plan

Effective May 1, 2007 the City of Regina:

- 16.2.1. shall provide a 100% fully paid medical plan for all eligible employees; and
- 16.2.2. shall provide a health spending account for all eligible employees of \$100 per year.

16.3. Pension Plan

The Pension Plan, in respect of members of the Union, is governed by Bylaw No. 3125 and amendments thereto.

16.4. Long Term Disability

The long term disability plan, in respect of members of the Union, is governed by Bylaw 9566 and amendments thereto.

16.5. Group Life Insurance

- 16.5.1. The City agrees to maintain a Group Life Insurance Plan for the protection of permanent employees.
- 16.5.2. All permanent employees who now or hereafter participate as members of the Group Life Insurance Plan shall, as a condition of their continuing in the

employ of the City maintain their membership in the Plan during their entire service with the City.

- 16.5.3.** All new employees who are appointed to permanent positions in the City's service shall, as a condition of their employment, make application for Group Life Insurance.

ARTICLE 17 – PAY ADMINISTRATION

17.1. Payment of Wages

17.1.1. Employees shall be paid on a bi-weekly basis. Should the Employer desire to alter the bi-weekly pay period, the employer will meet with the Union to jointly develop a transitional plan.

17.1.2. All employees will be paid via direct deposit.

17.2. Schedules to Govern

Occupational classifications, rates of pay, and hours of work shall be set forth in the applicable schedules.

Wherever there is any conflict between any schedule hereto and the terms of the Agreement, the provisions of the schedule shall govern.

Where new permanent positions within the scope of this Agreement are hereafter created by the City, they shall be included in the appropriate schedule hereto.

17.3. Annual Increments

Employees covered by the above Schedule will receive the applicable step rate of pay as they complete each additional year of service.

ARTICLE 18 – SAFETY AND HEALTH

The City shall observe all reasonable precautions and provide all safety devices or appliances that may be reasonably required for the ample protection of employees. All employees shall cooperate with the City in the prevention of accidents and will, from time to time, as the occasion requires, make such representations to the City as to the prevention of accidents as may be considered necessary. The parties agree to establish and maintain an Occupational Health Committee in accordance with the terms and conditions of the Occupational Health Act. The Committee shall meet no less than quarterly and shall receive, consider, and recommend solutions respecting health and safety concerns at the work place.

ARTICLE 19 – PREMIUM PAY AND ALLOWANCES

19.1. Transportation Allowance

Transit employees will be allowed at all times to ride upon department vehicles, free of charge, whether in uniform or not, upon production of their pass to the operator.

19.2. Day Off Trades

Employees with the same job title wishing to trade shifts or parts of shifts or days off, shall be able to do so subject to the rules and regulations agreed to by the Union and the Director

19.3. Service Adjustment

Effective January 1, 2015, all employees with five years of completed service will receive twenty cents (\$0.20) per hour above their current rate of pay.

19.4. Service Pay

Permanent employees covered by this Agreement, hired prior to January 1, 2014, shall receive service pay of five (\$5.00) dollars per month after five (5) years of service with the department and an additional five (\$5.00) dollars per month service pay for each successive five (5) year period.

Such service pay shall be pro-rated according to the employee's length of service in the calendar year in which the payment is made and shall be paid on the first pay day in December.

19.5. Severance Pay

All permanent employees, hired prior to January 1, 2014, who have been continuously in the employ of the City for a period of ten (10) or more years, from the time they last entered the service of the City, upon severance of employment except by dismissal, will receive two and one third (2 1/3) days' pay for each completed year of service since that date.

For the purpose of this Article, the following shall be applicable to employees working the 5/5/4 work week:

	<u>40 Hour Work Week</u>	<u>36 2/3 Hour Work Week</u>
One (1) day	8 hours	7.33 hours

19.6. Incident Reports

When requested to complete an Incident Report, employees shall be paid their regular rate of pay for the duration of time it takes to complete the report. Such reports shall be completed the same day in which the report is requested.

ARTICLE 20 – OVERTIME

- 20.1. The application of rates of pay for overtime worked shall be as defined under the applicable schedules.
- 20.2. Notwithstanding Clause 20.1. hereto, an employee shall be allowed to bank overtime, subject to the rules and regulations agreed to by the parties, to allow for a maximum accumulation of up to 40 hours per calendar year.
- 20.3. A Bank Time Request Form will be implemented to allow for employees to be paid out for accumulated bank time upon request. Such request shall be required to be completed ten (10) days prior to any pay date.
- 20.4. All banked time not used prior to March 31, 2014 will be paid out at the wage rate in effect when the banked time was earned. After March 31, 2014, the annual allotment will be paid out December 31, 2014 and every December 31 thereafter.
- 20.5. Unless otherwise stated, banking of overtime shall not apply to statutory holiday work or for work paid at quarter time on Sunday.
- 20.6. Banking of overtime shall not apply to shift differential pay.
- 20.7. Employees called out to work overtime and having left the job before being so called out, shall be paid at the rate of double (2) their regular rate of pay for each hour or portion thereof, they are required to work overtime on such call out. It is further provided they shall be paid a minimum of four (4) hours at their regular rate of pay for each call out provided for in this clause.

ARTICLE 21 - COMMITTEES TO BE HEARD

Any Committee of the Union shall, upon written request, be accorded a prompt hearing by the Director or by the Director of Human Resources.

ARTICLE 22 - EMPLOYEES' RESPONSIBILITIES

- 22.1. The Union agrees that each employee shall faithfully, honestly and willingly serve the City to the best of their skill and ability, and exercise and lend the best efforts and endeavours in the protection and the promotion of the City's interests.
- 22.2. Should an employee have the status of their Driver's License suspended or restricted for any reason, the employee shall not operate a department vehicle or any other vehicle on behalf of the **City**.
- 22.3. **Each employee shall endeavour to provide two (2) weeks' notice to the City of their intention to terminate their employment with the City.**

ARTICLE 23 - SPECIAL CONDITIONS

23.1. Employees Performing Superior Duties

23.1.1 When an employee is required to replace another employee temporarily in **an in-scope** position for any period of one (1) or more consecutive working days, the employee shall be paid the minimum rate which has been established for the **that** position. However, if the employee's own regular rate of pay exceeds the minimum rate which has been established for the higher paid position, the employee shall be paid a rate of pay equivalent to one pay step higher than their own rate of pay. The initial one (1) working day of temporary performance of **in-scope** superior duty, in any one position, shall not be subject to additional payment. Under no circumstances shall an employee be paid a higher rate than the maximum rate which has been established for **that** position. It must be established that the substitute employee is the senior qualified employee in the branch in which substitution is to be made.

23.1.2 Subject to the conditions of sub section 23.1.1. hereof, when an employee is required to replace the incumbent of any one higher paid position **outside the scope of this agreement**, the employee shall be paid an additional amount equal to 10 % of the employee's normal rate of pay but in no event will such employee receive more than the maximum salary for the position.

23.2. Indemnity

The City shall pay the cost of:

23.2.1 Defending an action or proceeding against an employee claiming liability on the part of that employee for acts or omissions done or made by the employee in the course of the duties or paying any sum required to settle the action or proceeding; and

23.2.2 Damages and costs awarded against an employee as a result of a finding of liability on the part of the employee for acts or omissions done or made by the employee in the course of the duties.

ARTICLE 24 - COMPLAINT INVESTIGATION AND HANDLING

The following procedure shall be followed regarding the investigation and handling of complaints from the public regarding the conduct of a department employee or employees:

24.1. All complaints from the public received either verbally or in writing, shall be forwarded to the Director.

- 24.2. Following the Director's review of the complaint, the complaint will be forwarded to his/her designated manager for investigation.
- 24.3. The designated manager investigates the complaint with the employee(s) believed to be involved. This investigation is to be conducted on a confidential basis and within a reasonable period of time.
- 24.4. **A copy of the redacted complaint shall be provided to the Union.** A copy of the complaint and response is then placed on a file known as the employee complaint file.
- 24.5. Should discipline be imposed as a result of the complaint investigation, the discipline letter and accompanying documentation shall be placed on the employee's personnel file.
- 24.6. The employee complaint file will be purged after **twenty-four (24)** months.

ARTICLE 25 - LAYOFF AND RECALL

- 25.1. In the event of a layoff of permanent employees, the principle of schedule seniority shall be applied and employees, where practicable, shall be laid off in their schedule in the reverse order of their seniority.
- 25.2. A permanent employee who has received notice of a layoff and who is qualified and has seniority within the schedule within the department may utilize division seniority to exercise bumping rights within that schedule.
- 25.3. A permanent employee who has received notice of a layoff and who is qualified and has seniority in another schedule within the department may utilize schedule seniority to exercise bumping rights within that schedule.
- 25.4. Permanent employees shall be recalled in order of their schedule seniority provided they are qualified to perform the work which is available.
- 25.5. Notice of recall by registered mail, shall be forwarded to the employee at the last known address on file with the department not less than fourteen (14) calendar days prior to the day on which the employee is to report to work.

ARTICLE 26 – CLOTHING

- 26.1. All Transit Operators, Service & Information Clerks and Dispatchers will be issued clothing under a system of points which can be utilized by them to acquire items of clothing of their choice.
- 26.2. A Clothing Committee comprised of three (3) management and three (3) Union representatives will be established and will have the responsibility to make recommendations to the Director with respect to the provision of clothing. The committee shall also monitor the compliance of

employees with the Transit Department dress code, as set out in the operating rules and regulations, and shall counsel employees where required.

- 26.3.** The purpose of the point system is to allow flexibility in replacing uniform clothing items according to individual needs with minimum restrictions. All current issue clothing is to be used in the performance of the employee's duty with the City of Regina according to the rules and regulations set by the Transit Department. Regardless of the items selected, employees are required to comply with the established uniform appearance standards.
- 26.4.** The point system will be reviewed on an annual basis with recommendations from the Clothing Committee. The point system will be calculated on a one hundred (100) point annual value for operators and supervisors and sixty five (65) point value for Service & Information Clerk employees. Points will be credited for each year at the time of ordering of next issue. Points have no cash value and are not transferable.
- 26.5.** Providing the employee meets the dress standards using less than the annual allotment of one hundred (100) points, the remaining points may be carried forward to future years. The maximum allowable accumulated points will be two hundred (200) plus the current issue. Points are not available to employees while on disability, compensation or long term sickness greater than twelve (12) consecutive months. All additional purchases or changes to the employee's original order must be authorized.
- 26.6.** New employees will receive the following initial issue:

26.6.1. Operators

- Two (2) pair of **pants**
- Three (3) shirts
- One (1) shorts
- One (1) suitable winter hat
- One (1) pair socks
- One (1) **three-in-one jacket**
- One (1) pair of **footwear (as per Article 26.8.)**

26.6.2. Dispatchers

- Two (2) pair of **pants**
- Four (4) shirts
- One (1) suitable winter hat
- One (1) **three-in-one jacket**
- One (1) pair of **footwear (as per Article 26.8.)**

26.6.3. Service & Information Clerks and Revenue & Service Clerks

- Two (2) pair of **pants**
- Three (3) shirts
- One (1) pair of **footwear (as per Article 26.8.)**

26.6.4. Dispatchers

- **Existing Operators moving into this classification will only be provided four (4) shirts.**

26.7. Employees will receive their annual point allotment on September 1st. On initial employment, those hired between September 1st and **November 30th** will receive an annual allotment of points along with the initial issue of clothing. **On initial employment**, those hired between **December 1st** and August 31st will receive a **prorated** annual allotment of points **of 1/10 for each month before** September 1st.

26.8. Footwear Allowance

Schedule A - The City will pay up to one hundred and fifty (\$150) dollars every calendar year towards the purchase **of** one (1) pair of non-slip (to oils and wet surfaces) black polishable footwear (as per the dress code). Receipts for the purchase of such footwear must be provided in order to receive reimbursement.

Schedule B - The City agrees to pay up to two hundred **and twenty five** (\$225) dollars per calendar year toward the purchase of one (1) pair of C.S.A approved safety boots for each employee. Payment will be made upon receipt of bill by the City

Schedule C - The City agrees to pay either one hundred (\$100) dollars per year or two hundred (\$200) dollars for each two year period toward the purchase of safety boots or safety shoes for each employee. Payment will be made upon receipt of bill by the City.

- Revenue & Administration Clerk I
- Revenue & Administration Clerk II
- **Service & Information Clerk**
- **Revenue & Service Clerk**

26.9. In addition to the items listed above, the following items will be available to purchase with clothing points:

- Ball Cap
- **Turban material by meter**
- Driving Gloves
- Toque
- Wind Jacket

26.10. The City agrees to supply clothing annually, unless otherwise stated, on or before May 1st of each year. It is understood and agreed that the uniform, as specified in the rules and regulations, shall be kept in a neat and tidy condition and shall be worn by the employee at all times while on duty, but shall not be worn at any time other than when the employee is on duty.

ARTICLE 27 – SURVEILLANCE

The use of such equipment will be for the protection, safety and security of the staff, passengers, equipment and the financial resources of the City of Regina.

Such equipment shall be for security purposes and shall not be used to monitor an employee's performance or for entrapment.

Where video evidence exists and is relied upon for discipline, Union Officers or their designate will be afforded an opportunity to review the video evidence prior to an employee interview. It is understood that this protocol will not delay the investigatory process.

Union representatives who view the video prior to the employee being interviewed must agree to treat the details of the video in a strictly confidential manner until the Employer has allowed the employee to view the video. Such representatives may not advise the employee any details about the content of the video.

ARTICLE 28 - EFFECTIVE DATE

28.1. This agreement shall be effective from JANUARY 1, **2016** and shall remain in force and effect until DECEMBER 31, **2018** and shall continue in force thereafter unless written notice of a request to negotiate a revision thereof is given by either party to the other not less than **sixty (60) days and not more than one hundred and twenty (120) days** prior to the anniversary date hereof.

Unless otherwise stated, the terms and conditions are effective the first day of the month following the signing of the Collective Agreement by both parties.

28.2. It being understood and agreed however, any employee having terminated employment with the City prior to signing this agreement, except for reasons of superannuation or death, fails to apply within one (1) month from the date of signing this agreement for any of the benefits herein contained shall forfeit any claim for such benefits.

IN WITNESS WHEREOF the City has hereunto caused to be affixed its corporate seal under the hands of the City Clerk and the Amalgamated Transit Union, Local #588 has hereunto duly executed the said Agreement under the hands of its proper officers in that behalf the day and year above written.

THE CITY OF REGINA

CITY SEAL

(CLERK)

THE AMALGAMATED TRANSIT UNION
NO. 588

UNION SEAL

(Sgd.) D. Baker, President

(Sgd.) K Lucier, Vice-President

SCHEDULE "A"

OPERATING SCHEDULE

This Schedule shall apply to the operating employees within the Transit Department.

A1. Hours of Work

- A1.1. The normal hours of work for employees covered by this Schedule shall be eight (8) hours per day for a five (5) day, forty (40) hour week.
- A1.2. Excepting in case of emergency, no operator shall work more than eight and one half (8½) consecutive hours without relief.
- A1.3. No regular operator shall be required to do extra work after finishing the day's run if spare operators are available. The Department shall, at all times, do its best to provide sufficient extra staff so that regular operators shall not be required to do extra work on their off day.
- A1.4. In the event of extra and charter work, time shall be paid on the basis of time signed on and time signed off.
- A1.5. Twenty (20) minutes report time shall be included in each run to allow operators the opportunity to **gather their materials, perform the required vehicle inspection and ready their vehicle for service prior to leaving the garage. Included in the twenty (20) minutes report time**, the operator is required to report to the vehicle to perform the required check ten (10) minutes prior to leaving time from the garage. **The exception would be split crews starting outside of morning report and the second piece leaving out of TOC.**

A2. Overtime

- A2.1. Except as hereinafter provided, employees required to work in excess of eight (8) hours in one day or forty (40) hours in one week, shall be paid at the rate of time and one half (1½).
- A2.2. Employees who are required to work in excess of eight (8) hours in one day shall be paid at the rate of time and one half (1½) for the first two (2) hours so worked and double (2) time thereafter.
- A2.3. Employees who are required to work on their regular days off shall be paid at double (2) time for all hours worked.
- A2.4. Employees who are assigned to charter trips between the hours of twelve (12) midnight and five (5:00) a.m. shall be paid for such assignments at the rate of two (2) times their regular rate of pay, and shall not receive less than four (4) hours at their regular rate of pay for each assignment.

Notwithstanding the above, night Spareboard Operators will be required to obtain their eight (8) hours before A.2.4. applies. If an Operator attains their eight hours part way through a charter, they will be paid at the appropriate overtime rates, for the remainder of that charter.

A2.5. Operators operating to special events such as football games where they are required to lay over, will be paid half time (1/2) their regular rate of pay for all such lay over time.

A3. Pay Administration

A3.1. The City agrees to guarantee eight (8) hours' pay to Operators on regularly assigned runs of less than eight (8) hours' work.

A3.2. Hourly spread time for runs or allotted work not being completed within ten (10) hours of first report shall be paid at the following rates for each hour or part of an hour in excess of ten (10) hours from first report exclusive of any hours worked under the provisions of **Article 20.7. and Schedule A2.4.**, hereof.

Spread Pay

10.01 - 11.00 hours	\$0.60 per day
11.01 - 12.00 hours	\$1.05 per day
12.01 - 13.00 hours	\$2.55 per day
13.01 - 14.00 hours	\$3.30 per day
14.01 and over	\$4.40 per day

A3.3. Employees who are required to work Sunday shall be paid at the rate of time and one quarter (1¼).

A4. Operating Licenses

A4.1. Student Operators, as a condition of employment, must hold a valid class two (2)A Learner's License before being assigned to training.

A4.2. All **employees** must hold a suitable and valid class two (2)A license before being permitted to operate any vehicle requiring a licensed Operator.

A4.3. Should the status of an **employee's** class two (2)A license be reduced or suspended for any reason, the operator shall not accept work on a vehicle.

A4.4. The Department shall reimburse all **employees** for their regular required class two (2)A license; provided however, where an **employee** is not eligible for a class two (2)A license, the **employee** shall pay the difference in cost between the regular class two (2)A license and the cost of the license the **employee** is eligible for.

A4.5. All employees covered by Schedule "A" shall be required to undergo a Transfit Assessment as per the Letter of Understanding.

A5. Retraining

When **employees** are required to be retrained, they shall be paid at their regular rate for all hours spent in retraining.

A6. Compensation for **Mentoring**

Employees while instructing and training **new** operators, **once they have attained their SGI license**, shall be paid **two** dollars (**\$2.00**) per hour in addition to their regular wage, during the time occupied by them giving instruction and training.

Employees, while instructing and training new Dispatchers into service, shall be paid two dollars (\$2.00) per hour in addition to their regular wage during the time occupied by them giving instruction and training.

A7. Posting of Rules and Bulletins

It shall be the responsibility of each and every employee to carefully read and adhere to all rules and bulletins posted. A copy of the information posted on the Bus Operator notice board, when removed from such notice board, will be placed on a clipboard in the Bus Operators area for future reference purposes. A copy of all such information postings will be forwarded to the Union.

A8. Sign Up

A8.1. Each Operator shall be entitled to sign up a run in accordance with their seniority.

A8.2. Other sign up procedures and the filling of runs which become open shall be governed by regulations agreed to by the Union and the Director. Before the rules and regulations which govern the Spare Board can be changed, agreement must be reached with the Union.

A8.3. There shall be a minimum of three (3) yearly sign ups with implementation dates in January, May, and August. **Any variation of these dates will be discussed with the Union.** Other sign ups may be held as deemed necessary by the Director. **The City will administer the sign-up process with assistance from one (1) ATU Executive Board Member. All related costs will be paid for** by the City.

A8.4. It is also agreed that as far as possible, changes in schedules be made previous to sign up.

A8.5. The City agrees to provide to the Union, at least two (2) weeks prior to the posting of a run cut for sign-up, a copy of the proposed run cut for their information. The information will include the travel time costs. The City will also provide information in regards to the changes made in the run cut. A committee of the Union may request a meeting with the Director for the purpose of suggesting alternate crewing methods designed to reduce two (2) and three (3) piece crews while still maintaining the required service levels.

Notwithstanding the foregoing, management reserves the right to establish the run cut for the Department.

A8.6. The Union will be provided with proposed route change information prior to the scheduling stage in order that the Union can provide input.

A9. Allowance for Spare Operators

Operators reporting on instructions and not obtaining work shall be paid a minimum of three (3) hours pay at the prevailing minimum wage rate for such report or shall be paid for the time they are at the disposal of the department on such report whichever is the greater.

A10. Payment in Lieu of Coffee Breaks and Rest Periods

All Transit Operators shall receive, in lieu of coffee breaks and rest periods, an amount equivalent to fifty (50) hours straight time wages computed at the applicable rates and pro rated according to the operator's length of service in accordance with 1.13.2 and any leave of absence without pay of less than thirty (30) days in the calendar year in which the payment is made. This payment shall be received in the first pay day in December.

A11. Travel Time Premium

Operators travelling to and from work pieces, other than normal reports to the Transit Operations Centre, shall receive a travel premium as follows:

A11.1. Travel time is defined as travel by scheduled Transit service rounded to the nearest five (5) minutes, without allowance for transfers or waiting time, less:

A11.1.1. Ten minutes where one relief is involved; and less

A11.1.2. Fifteen minutes where two or more reliefs are involved.

A11.2. Straight shifts are paid travel time from the Transit Operations Centre to the starting point and from the finishing point back to the Transit Operations Centre.

A11.3. Operators working a split shift shall be paid travel time from the Transit Operations Centre to the origin of the first piece of work; from the termination of

the first piece of work to the origin of the second piece of work; from the termination of the second piece of work to the origin of the third piece of work, and from the termination of the last piece of work back to the Transit Operations Centre.

- A11.4. No travel time is paid between downtown reliefs if the interval between reliefs is less than one (1) hour. If the interval between downtown reliefs is one hour or more travel time is paid from the termination of the piece of work from which the operator is relieved back to the Transit Operations Centre and from the Transit Operations Centre to the origin of the piece of work from which the operator provides relief.
- A11.5. No travel time is paid for reliefs within 800 metres of the Transit Operations Centre.
- A11.6. The travel time payable to an operator shall be reduced by any guarantee on work pieces paid to the operator.
- A11.7. The premium paid shall be paid at the operator's regular rate of pay and shall not be subject to overtime provisions.

* NOTE: Travel Time premium will not be paid. Instead, the benefits of Travel Time will be redirected to the City of Regina in lieu of other benefits provided. The following calculations are provided for formulation purposes.

JANUARY 1, 2010: $2007 + 2008 + 2009/3 = 3$ Year Average
 $(\$59,824.80 + \$61,186.53 + \$59,100.83/3 = \$60,037.39 + 2.0\%$ Economic Adjustment
Total Paid 2010 = \$61,238.13

JANUARY 1, 2011: $2008 + 2009 + 2010/3 = 3$ Year Average
(3 year average) + 2.5% Economic Adjustment = Total Paid 2011

JANUARY 1, 2012: $2009 + 2010 + 2011/3 = 3$ Year Average
(3 year average) + 2.5% Economic Adjustment = Total Paid 2012

In addition, for 2010 a lump sum payment for Travel Time premium in the amount of one thousand, seven hundred and forty-six dollars and eighty-six cents (\$1,746.86) per month will be directed to City of Regina in lieu of other benefits.

The monthly lump sum payment shall be adjusted by the economic adjustment for the following years:

In 2011 the monthly payment shall be adjusted by the 2011 economic adjustment. $(\$1746.86/\text{month} + 2.5\% = \$1,790.53)$

In 2012 the monthly payment shall be adjusted by the 2012 economic adjustment. $(\$1,790.53/\text{month} + 2.5\% = \$1,835.29)$

A12. Reporting for Duty Procedures

Operators will not be required to report for duty at the Transit Operations Centre (**TOC**) if the starting point of their trip originates away from the **TOC**. Such operators can report to the starting point where their trip originates. If necessary, transfers and paddle information can be picked up at the Transit Information Centre (**TIC**).

Operators who choose to park their personal vehicle at the TOC will be responsible to report for duty at their starting point at the specified time. Failure to report for duty at the specified time will

be considered a miss. Operators reporting on the road (not at TOC) must notify the dispatcher no less than twenty minutes before their on time. Failure to report for duty will be considered a miss.

A13. Operators Manual (Rules & Regulations)

Review and Amend Operators Handbook. The City will discuss with the Union any changes that may be required.

SCHEDULE "A"

CLASSIFICATION AND PAY RATES

<u>Job #</u>	<u>Job Title</u>	<u>Effective Jan 1, 2016</u>	<u>Effective Jan 1, 2017</u>	<u>Effective Jan 1, 2018</u>
0392	Bus Operator			
	Student	\$16.84	\$17.17	\$17.52
	First Year	\$22.45	\$22.90	\$23.36
	Second Year	\$24.27	\$24.76	\$25.26
	Third Year	\$26.39	\$26.92	\$27.46
0390	Dispatcher			
	First Year	\$29.04	\$29.62	\$30.21
	Second Year	\$30.74	\$31.35	\$31.98

*The Student Rate will be indexed at 75% of 1st year Bus Operator rate for the respective year

RELIEF SCHEDULE

This schedule shall apply to Schedule “A” employees required to replace the incumbent of any higher paid position outside of the bargaining unit (ie. may include but not limited to TSO, Transit Training Officer). Employees’ seniority will begin accruing in the Relief Schedule on the first day performing superior duty and will continue to accumulate based on the number of days worked. While performing superior duty, the Schedule “A” seniority will remain frozen while Relief Schedule seniority accrues.

Such superior duty opportunities shall be offered to the most senior qualified employee in the Relief Schedule.

Pay for such superior duty opportunities shall be applied in accordance with Article 23.1.2. of this agreement.

The Schedule “A” seniority list will be updated prior to shift sign-up (A8.3) and vacation sign-up.

SCHEDULE "B"

MAINTENANCE SCHEDULE

This Schedule shall apply to employees **in jobs classified within this schedule.**

B1. Hours of Work

- B1.1. The normal hours of work shall be on the basis of a five (5) day, forty (40) hour week with two (2) consecutive days off whenever possible.
- B1.2. Notwithstanding **B1.1.** hereof, employees under the 5/4 work week, shall work one (1) week of forty five (45) hours and one (1) week of thirty five (35) hours in a two (2) week period under the following provisions:
 - B1.2.1. Employees would receive a designated day off in a two week period.
 - B1.2.2. The designated day off would be scheduled adjacent to the employee's **regular day off** and predetermined on a yearly basis wherever possible.
 - B1.2.3. There shall be no banking of designated days off except special circumstances and with the approval of the **Director.**

B2. Overtime

- B2.1. Employees who are required to work in excess of eight (8) hours in any one day or forty (40) hours in one week shall be paid at the rate of double time for all hours so worked.
- B2.2. Notwithstanding B2.1. hereof, employees under the 5/4 work week who are required to work in excess of **nine (9)** hours in one day or forty **five (45)** hours in one week shall be paid at the rate of double time for all hours worked.
- B2.3. Employees who are required to work on their **regular** day off shall be paid at the rate of double time for all hours so worked.
- B2.4. Employees who are required to work Sunday shall be paid at the rate of time and one quarter (1 1/4).

B3. Operating Licenses Allowance

On January 1st of each year, employees shall receive a \$25.00 allowance.

B4. Shift Differentials

- B4.1. In addition to the regular wage and salary rates provided in this schedule, a shift differential in the amount of fifty (50) cents per hour shall be paid to shift employees whose majority of regular hours of work fall between the hours of 3:00 P.M. and 7:00 A.M.
- B4.2. Shift differentials shall not be paid when a shift employee is being paid overtime for working hours which are in excess of the employee's normal hours of work.
- B4.3. Shift differential shall not form part of the basic wage rates and shall not be subject to overtime rates.

B5. Coveralls and Smocks

- B5.1. Employees in the following classifications shall be supplied with five (5) clean rental coveralls or smocks weekly, provided that the dirty coveralls or smocks are returned.
- **Journey**person
 - **Journey**person Apprentice
 - **Trades**person
 - **Utility**person II

All other employees shall be supplied with one (1) clean rental coverall or smock weekly, provided that the dirty coverall or smock is returned

- B5.2. The employees in the following classifications shall receive a clean smock weekly upon the return of the previous week's smock. Additional smocks may be supplied from time to time if determined necessary by the department.
- **Part**person
 - **Fleet – Parts Storekeeper**
 - Maintenance Clerk
 - **Assistant Storekeeper**

SCHEDULE "B"

CLASSIFICATION AND PAY RATES

		Effective January 1, 2016		
		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
388	Supervisor of Equipment & Maintenance	\$32.12	\$33.73	\$35.41
606	Electronic Technician	\$26.79	\$28.12	\$29.53
387	Night Foreman	\$26.71	\$28.05	\$29.45
378	Fleet – Parts Storekeeper	\$25.61	\$27.30	\$29.02
386	Tradesperson	\$25.56	\$26.84	\$28.18
591	Assistant Storekeeper	\$24.12	\$25.61	\$27.30
520	Route Maintenance Worker	\$24.07	\$25.28	\$26.54
383	Partsperson	\$22.76	\$24.12	\$25.61
389	Maintenance Clerk	\$21.41	\$22.76	\$24.12
384	Utilityperson II	\$22.70	\$23.83	\$25.02
385 & 754	Journeyman	\$29.46	\$30.41	\$31.52
672	Journeyman Apprentice	-	-	\$28.05

In-Hiring Rates of Pay

The in-hiring rates of pay shall be the minimum rate. However the Director of Human Resources may change the in-hiring rate on the original employment to any rate above the minimum but not exceeding the maximum.

SCHEDULE "B"

CLASSIFICATION AND PAY RATES

		Effective January 1, 2017		
		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
388	Supervisor of Equipment & Maintenance	\$32.76	\$34.40	\$36.12
606	Electronic Technician	\$27.33	\$28.68	\$30.12
387	Night Foreman	\$27.24	\$28.61	\$30.04
378	Fleet – Parts Storekeeper	\$26.12	\$27.85	\$29.60
386	Tradesperson	\$26.07	\$27.38	\$28.74
591	Assistant Storekeeper	\$24.60	\$26.12	\$27.85
520	Route Maintenance Worker	\$24.55	\$25.79	\$27.07
383	Partsperson	\$23.22	\$24.60	\$26.12
389	Maintenance Clerk	\$21.84	\$23.22	\$24.60
384	Utilityperson II	\$23.15	\$24.31	\$25.52
385 & 754	Journey person	\$30.05	\$31.02	\$32.15
672	Journey person Apprentice	-	-	\$28.61

In-Hiring Rates of Pay

The in-hiring rates of pay shall be the minimum rate. However the Director of Human Resources may change the in-hiring rate on the original employment to any rate above the minimum but not exceeding the maximum.

SCHEDULE "B"

CLASSIFICATION AND PAY RATES

		Effective January 1, 2018		
		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
388	Supervisor of Equipment & Maintenance	\$33.42	\$35.09	\$36.84
606	Electronic Technician	\$27.88	\$29.25	\$30.72
387	Night Foreman	\$27.78	\$29.18	\$30.64
378	Fleet – Parts Storekeeper	\$26.64	\$28.41	\$30.19
386	Tradesperson	\$26.59	\$27.93	\$29.31
591	Assistant Storekeeper	\$25.09	\$26.64	\$28.41
520	Route Maintenance Worker	\$25.04	\$26.31	\$27.61
383	Partsperson	\$23.68	\$25.09	\$26.64
389	Maintenance Clerk	\$22.28	\$23.68	\$25.09
384	Utilityperson II	\$23.61	\$24.80	\$26.03
385 & 754	Journey person	\$30.65	\$31.64	\$32.79
672	Journey person Apprentice	-	-	\$29.18

In-Hiring Rates of Pay

The in-hiring rates of pay shall be the minimum rate. However the Director of Human Resources may change the in-hiring rate on the original employment to any rate above the minimum but not exceeding the maximum.

SCHEDULE "C"

OFFICE SCHEDULE

This Schedule shall apply to the employees **in jobs classified within this schedule.**

C1. Hours of Work

- C1.1. The normal hours of work for employees covered by this Schedule shall be on the basis of a five (5) day, thirty six (36) hour and forty (40) minute week with two (2) consecutive days off whenever possible.
- C1.2. Notwithstanding **C1.1.** hereof, employees under the 5/5/4 work week shall work two (2) weeks of thirty nine (39) hours and ten (10) minutes and one (1) week of thirty one (31) hours and twenty (20) minutes in a three (3) week period, under the following provisions:
 - C1.2.1. Employees would receive a designated day off in a three week period.
 - C1.2.2. The designated day off would be scheduled adjacent to the employee's **regular day off** and predetermined on a yearly basis wherever possible.
 - C1.2.3. There shall be no banking of designated days off except special circumstances and with the approval of the **Director.**

C2. Overtime

- C2.1. Employees who are required to work in excess of seven (7) hours and twenty (20) minutes in one day or thirty six (36) hours and forty (40) minutes in one week shall be paid at the rate of double time for all hours so worked.
- C2.2. Notwithstanding Clause C2.1. hereof, employees under the 5/5/4 work week who are required to work in excess of seven (7) hours and fifty (50) minutes in one day or thirty nine (39) hours and ten (10) minutes in one week shall be paid at the rate of double time for all hours so worked.
- C2.3. Employees who are required to work on their regular day off shall be paid at double time for all hours worked **or with the option to bank the overtime subject to the rules set forth in Article 20.2.**

C3. Transfers and Promotions

On the recommendation of the Director, an employee applying for and being accepted into an equivalent or a higher classification shall be paid a rate in the higher classification at least equal to the rate **they were receiving in their** former position.

C4. Shift Differential

- C4.1. In addition to the regular wage and salary rates provided in this schedule, a shift differential in the amount of fifty (50) cents per hour shall be paid to shift employees whose majority of regular hours of work fall between the hours of 3:00 P.M. and 7:00 A.M.
- C4.2. Shift differentials shall not be paid when a shift employee is being paid overtime, for working hours which are in excess of the employee's normal hours of work.
- C4.3. Shift differentials shall not form part of the basic wage rates and shall not be subject to overtime rates.

C5. Allocation of Positions

- C5.1. Allocation of positions to the various pay grades shall be made by the Human Resources Department through the medium of a job evaluation of position classification system. The classification of positions shall be reviewed by the Director of Human Resources and the Union from time to time, or as requested by either party.
- C5.2. When it is alleged by the Union or the Director of Human Resources that there has been a significant increase or decrease in duties, responsibilities, and required qualifications pertaining to any position covered by this Schedule, a mutual review of the circumstances shall be conducted by the Union and the Director of Human Resources with a view to determining an appropriate increase or decrease, as the case may be, in the salary applicable to the position under review.

The effective date of any reclassification shall be the nearest half month from the date the employee signs the position description questionnaire.

In the event the Union and the Director of Human Resources are unable to agree upon a salary which is considered by either party to be appropriate for the position, the Union or the Director of Human Resources may appeal to the City Manager for a decision. If the decision of the City Manager is not satisfactory to the Union or the Director of Human Resources, either party may then appeal to have the dispute referred to a joint council pursuant to Section C5.4. of this Clause.

It being understood and agreed the decision, of the joint council, shall be binding and the salary established by the joint council shall be effective on such date as may be determined by the joint council.

- C5.3. When a new position of a permanent nature is created, the Union and the Director of Human Resources shall, if possible, agree upon the classification

and rate of pay therefore. In the event mutual agreement cannot be achieved, the Director of Human Resources shall establish the classification and rate of pay for such position, and the Union may then apply to the City Manager for a decision. If the decision of the City Manager is not satisfactory to the Union or the Director of Human Resources, either party may then appeal to have the dispute referred to joint council pursuant to Section C5.4. of this Clause.

C5.4. Joint Council

- C5.4.1. A joint council shall be established for the purpose of settling disputes pertaining to the classification or reclassification of positions covered by this Schedule.
- C5.4.2. The joint council is to consist of one member selected by the Union, one member selected by the City and a Chair acceptable to both the City and the Union. Cost of services of the Chair is to be shared equally. If the parties cannot agree on a chair, such chair will be appointed by any judge of the Court of Queen's Bench.
- C5.4.3. Decisions of the joint council are to be final and it will be the responsibility of the joint council to inform all parties concerned of decisions reached.
- C5.4.4. The joint council shall have authority to re allocate an appealed position from one existing class to another and to create new classes. Salary ranges may be reviewed by the joint council, but the joint council cannot hear disputes concerning seniority, organization, etc. Its authority is to be restricted to the adjudication of disputes on classification of positions and review of classifications within the frame work of the classification plan.
- C5.4.5. The joint council shall have authority to determine the step in the range of positions reclassified. Step in the range will be in accordance with an agreed upon formula.
- C5.4.6. The Director of Human Resources or appointed representative will meet with a committee of the Union to review appeals not later than fourteen (14) days from the date appeals are properly completed and received by the Human Resources Department.
- C5.4.7. Unless otherwise mutually agreed, the joint council shall meet not later than fourteen (14) days after the date appeals have been received by the joint council.
- C5.4.8. Appeals may be lodged by the Union executive or management. It is understood individual employees wishing to appeal, must do so through their proper Union representatives. Appeals must be

submitted in duplicate on forms available from the Human Resources Department. One copy will be submitted to the Union and one copy to the Human Resources Department.

C5.4.9. Appeals shall be based on the content of the specifications of the various categories within the scope of this Agreement. The joint council, in assessing the validity of an appeal, will measure the job content against the standards set forth in the class specifications.

C5.4.10. The effective date of any reclassification, authorized by the joint council, will be the date of the nearest half month that the appeal, properly completed, is first received by the Human Resources Department.

C6. Sign Up

There shall be a minimum of two (2) yearly sign ups for permanent staff at TIC with implementation dates beginning the first pay period in March and September.

SCHEDULE "C"

CLASSIFICATION AND PAY RATES

<u>Pay Class</u>	<u>Job#</u>	<u>Job Title</u>	Effective January 1, 2016				
			<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
1		Vacant	\$17.90	\$18.98	\$20.18	\$21.41	\$22.76
2		Vacant	\$18.98	\$20.18	\$21.41	\$22.76	\$24.12
3	380	Administration Clerk	\$20.18	\$21.41	\$22.76	\$24.12	\$25.61
4	382	Revenue Administration Clerk I	\$21.41	\$22.76	\$24.12	\$25.61	\$27.30
	379	Service & Information Clerk					
	1575	Revenue & Service Clerk					
5		Vacant	\$22.76	\$24.12	\$25.61	\$27.30	\$29.02
6	592	Payroll Clerk II	\$24.12	\$25.61	\$27.30	\$29.02	\$30.86
	381	Revenue Administration Clerk II					
7		Vacant	\$25.61	\$27.30	\$29.02	\$30.86	\$32.81

SCHEDULE "C"

CLASSIFICATION AND PAY RATES

<u>Pay Class</u>	<u>Job#</u>	<u>Job Title</u>	Effective January 1, 2017				
			<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
1		Vacant	\$18.26	\$19.36	\$20.58	\$21.84	\$23.22
2		Vacant	\$19.36	\$20.58	\$21.84	\$23.22	\$24.60
3	380	Administration Clerk	\$20.58	\$21.84	\$23.22	\$24.60	\$26.12
4	382	Revenue Administration Clerk I	\$21.84	\$23.22	\$24.60	\$26.12	\$27.85
	379	Service & Information Clerk					
	1575	Revenue & Service Clerk					
5		Vacant	\$23.22	\$24.60	\$26.12	\$27.85	\$29.60
6	592	Payroll Clerk II	\$24.60	\$26.12	\$27.85	\$29.60	\$31.48
	381	Revenue Administration Clerk II					
7		Vacant	\$26.12	\$27.85	\$29.60	\$31.48	\$33.47

SCHEDULE "C"

CLASSIFICATION AND PAY RATES

<u>Pay Class</u>	<u>Job#</u>	<u>Job Title</u>	Effective January 1, 2018				
			<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
1		Vacant	\$18.63	\$19.75	\$20.99	\$22.28	\$23.68
2		Vacant	\$19.75	\$20.99	\$22.28	\$23.68	\$25.09
3	380	Administration Clerk	\$20.99	\$22.28	\$23.68	\$25.09	\$26.64
4	382	Revenue Administration Clerk I	\$22.28	\$23.68	\$25.09	\$26.64	\$28.41
	379	Service & Information Clerk					
	1575	Revenue & Service Clerk					
5		Vacant	\$23.68	\$25.09	\$26.64	\$28.41	\$30.19
6	592	Payroll Clerk II	\$25.09	\$26.64	\$28.41	\$30.19	\$32.11
	381	Revenue Administration Clerk II					
7		Vacant	\$26.64	\$28.41	\$30.19	\$32.11	\$34.14

SCHEDULE "D"

This memorandum of working conditions outlined in this schedule shall cover all employees working ten (10) hour shifts. Where specific provisions are not mentioned, the provisions of the Agreement Schedule "A" and Schedule "B" shall apply.

1. **Sick leave and annual vacation shall be applied as per Articles 11 & 15 respectively.**
2. Conversion of eight (8) hour shifts to ten (10) hour shifts: all scheduled ten (10) hour shifts are straight time (i.e. Overtime does not commence at the end of eight (8) hours).
3. Employees covered by Schedule "A" who are required to work in excess of ten (10) hours in one day shall be paid at the rate of time and one half (1 1/2) for the first two (2) hours so worked and double (2) time thereafter. Employees covered by Schedule "B" who are required to work in excess of ten (10) hours in one day shall be paid at the rate of double (2) time for all hours so worked.
4. When an employee is required to work on a holiday, the employee shall be paid, in addition to the regular wage or salary for that day, two (2) times the regular rate of pay for each hour or part of an hour the employee is required to work on a day the holiday is observed by the City.

Should a day off fall on a holiday, an employee will receive eight (8) hours pay for the holiday. The employee's pay for the day as identified above, may be utilized as time-in-lieu at the selection of the employee.

5. Hourly spread time for runs or allotted work not being completed within twelve (12) hours of first report shall be paid at the following rate for each hour or part of an hour in excess of twelve (12) hours from report exclusive of any hours worked under the provisions of clauses 20.7. and A.2.4..

Spread Pay (10 hour runs)

12:01 - 13:00 hours	\$2.55 per day
13:01 - 14:00 hours	\$3.30 per day
14:01 - and over	\$4.40 per day

SCHEDULE "E"

PARATRANSIT DISPATCH SCHEDULE

This Schedule shall apply to the Paratransit Dispatch employees within the Transit Department.

E1. Hours of Work

The normal hours of work for permanent employees covered by this Schedule shall be on the basis of a ten (10) hour day, forty (40) hour week with two (2) consecutive days off whenever possible. Note that the normal hours of work for the Senior Paratransit Clerk and the Paratransit Registration and Administration Clerk shall be on the basis of an eight (8) hour day, forty (40) hour week with two (2) consecutive days off whenever possible.

E2. Overtime

Employees who are required to work in excess of ten (10) hours in one day or forty (40) hours in one week, shall be paid at the rate of double time (2x) for all hours worked.

E3. Holidays

When an employee is required to work on a holiday, the employee shall be paid, in addition to the regular wage or salary for that day, two (2) times the regular rate of pay for each hour or part of an hour the employee is required to work on a day the holiday is observed by the City.

Should a day off fall on a holiday, a permanent employee will receive eight (8) hours pay for the holiday. Casual employees will receive an amount based upon the Labour Standards Act.

The employee's pay for the day as identified above may be utilized as time-in-lieu at the selection of the employee.

SCHEDULE "E"

CLASSIFICATION AND PAY RATES

		<u>Jan 1, 2016</u>	<u>Jan 1, 2017</u>	<u>Jan 1, 2018</u>
Training Rate		\$16.84	\$17.17	\$17.52
Paratransit Clerk	First Year	\$25.09	\$25.59	\$26.10
	Second Year	\$26.69	\$27.22	\$27.77
Senior Paratransit Clerk		\$28.24	\$28.80	\$29.38

The Training Rate will be indexed at 75% of 1st year Bus Operator rate for the respective year

NOTE: The time period for training as a Paratransit Clerk will be three (3) weeks (120 hours). Depending upon the employee's availability to be trained, this time frame may be extended.

** Hourly rate calculated on 2,087.143 average annual hours.

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF REGINA

AND

THE AMALGAMATED TRANSIT UNION, LOCAL #588

RE: Transfit

- A) All employees covered **the Collective Agreement** may attend physical assessment testing at the Dr. Paul Schwann Fitness Centre on an annual basis. Testing will consist of one year in which a physical test will take place, and a subsequent year of consultation and counselling, and so on.
- B) Employees will be required to make their own appointments and complete their assessment in their birth month. An extension of one (1) month will be allowed.
- C) Employees will complete the fitness test on their own personal time and will be provided three (3) hours in their time in lieu bank for attending.
- D) Reference to medical examinations will be deleted in all schedules.
- E) If employees are required to attend a re-assessment, three (3) hours in their time in lieu bank for attending will be provided.
- F) In a year when a medical exam is required to maintain an SGI commercial class of driver's license, employees covered under Schedules A and B shall have the option to be reimbursed by the City of Regina the actual cost of such examination to a maximum of **one hundred & twenty five (\$125)** dollars. Receipt of payment must be provided to the Employer. The reimbursement will be in lieu of the testing specified in A) above for that year. The testing for that year will be deferred and will continue the following year.
 - Example if SGI Medical reimbursement option is selected:
 - Year 1 - physical test
 - Year 2 - SGI medical
 - Year 3 - consultation and counselling
 - Year 4 - physical test
- (G) All employees will be eligible for an optical exam once every three years, with the City of Regina paying up to a maximum of **seventy-five (\$75)** for such examination.

Signed this _____ day of _____, 2016 at Regina, Saskatchewan.

On behalf of the City of Regina

On behalf of the Amalgamated Transit
Union, Local #588

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF REGINA

AND

THE AMALGAMATED TRANSIT UNION, LOCAL #588

RE: Day Off Trades

Regular operators making trades will be subject to the following rules:

1. Operators trading will resume full responsibility for each piece and the completion of the trade.
2. All trades must be completed within six (6) **weeks**.
3. Vacation swing operators cannot trade a full week for a full week.
4. The trade notices will be signed by both individuals and submitted to the dispatch office prior to the trade.
5. Partial trades will be permitted. Proper notification to the **Dispatcher** must be made prior to the trade.
6. Operators trading will be eligible to be called for overtime purposes provided he specifies he is available to do so on the trade notice form that is submitted prior to the trade.

Spareboard Operators making trades will be subject to the following rules:

1. Trades will be with Spareboard Operators only.
2. Trades must be completed within the two (2) week rotation period.
3. The trade notices will be signed by both individuals and submitted to the dispatch office prior to the trade.

This Letter of Understanding will become effective _____ and shall remain in force and effect, unless ninety (90) calendar days written notice is given to terminate or amend the Letter by either party. If amendments are not agreed to by the end of the notice period the Letter will be terminated. Extensions to the notice period may be agreed to by the parties.

Signed this _____ day of _____, 2016 at Regina, Saskatchewan.

On behalf of the City of Regina

On behalf of the Amalgamated Transit
Union, Local #588

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF REGINA

AND

THE AMALGAMATED TRANSIT UNION, LOCAL #588

Re: Market Supplement Program

Rapidly changing labour market conditions require the City to be responsive with respect to retention and recruitment of certain workforce occupations. The City will develop a market supplement program that is timely and responsive. A joint committee made up of representatives of Local 588 and the City will develop a market analysis framework within three (3) months of completion of collective bargaining.

A market supplement program will be implemented immediately following completion of the framework. Occupations will be reviewed as required to address retention and recruitment issues. Necessary market supplements will come into effect as the reviews are completed and will continue until such time a market supplement is not warranted.

Signed this _____ day of _____, 2016 at Regina, Saskatchewan.

On behalf of the City of Regina

On behalf of the Amalgamated Transit
Union, Local #588

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF REGINA

AND

THE AMALGAMATED TRANSIT UNION, LOCAL #588

Re: Negotiation Leave

In addition, the City of Regina will provide up to **240** hours of pay at the 3rd year operator rate, at the conclusion of bargaining for the contract commencing in **2019**.

Signed this _____ day of _____, 2016 at Regina, Saskatchewan.

On behalf of the City of Regina

On behalf of the Amalgamated Transit
Union, Local #588