

# COLLECTIVE AGREEMENT

between

City of North Battleford



and

LOCAL 287



**January 1, 2020 to December 31, 2024**



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AGREEMENT MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_\_.

**BETWEEN: THE CITY OF NORTH BATTLEFORD**  
Hereinafter referred to as the "City"

OF THE FIRST PART

**AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL #287**  
Affiliated with the Canadian Labour Congress,  
Hereinafter referred to as the "Union"

OF THE SECOND PART

### **PREAMBLE**

**It is the purpose of both parties to this agreement:**

- 1) In consideration of the maintenance of harmonious relations and settled conditions of employment, and recognizing the mutual value of joint discussions and negotiations on all matters pertaining to working conditions, hours of work and rates of pay,
- 2) to encourage efficiency in operations,
- 3) to promote the morale, well-being, and job security of all employees in the bargaining unit of the union;

the parties hereto do hereby enter into, establish and agree to the following terms:

### **ARTICLE 1 – SCOPE & DEFINITIONS**

1.01 This agreement shall apply to all employees of the City of North Battleford except:

- All Members of North Battleford Fire and Protective Service
- All Members of the North Battleford Police Department
- **Asset Management Coordinator**
- **Assistant Director Corporate Services (City Planner)**
- **Assistant Director Utilities Services**
- Building/Licensing Inspector
- Business Development Officer
- City Assessor
- **City Clerk**
- **City Engineer**
- City Manager
- Community Programmer/ **Don Ross** Manager
- **Community Safety Officer Supervisor**
- Computer Operator

- **Corporate Services Clerk**
- **CSO Deputy Unit Commander**
- CUpex Manager
- Deputy Fire Chief
- **Director of Corporate Services**
- **Director of Finance**
- Director of Operations
- **Director of Parks and Recreation**
- Environmental Manager
- Executive Assistant
- **Finance Supervisor**
- **Finance Supervisor/Payroll**
- Financial Manager
- **Fire Administrative Assistant**
- Fire Chief
- **Fleet & Building Maintenance Manager**
- **Galleries Manager**
- Human Resources **Coordinator**
- **Information Technology Coordinator**
- **Junior Planner**
- **Occupational Health and Safety Specialist**
- **Parks and Arena Manager**
- **Process Improvement Accountant**
- **Public & Intergovernmental Relations Coordinator**
- Records Management / **Communication Administrator**
- **Senior Human Resources Manager**
- Water Treatment Plant **Supervisor**
- Waste Water Treatment Plant **Supervisor**
- Water & Waste Water Plant **Superintendent**
- **Five (5) Operations Supervisors**
  - **Building Maintenance Supervisor**
  - **Equipment Supervisor**
  - **Roadways Supervisor**
  - **Utilities Services Supervisor**
  - **Waste Management Facility Supervisor**

1.02 "Regular Full-Time Employee" or "Permanent Employee" means any employee who has been assigned a job which is recognized as a permanent position and who has successfully completed the probationary period as provided in Article 12.01 of this agreement. Such employees shall normally work the full daily and weekly hours for the department in which they are employed.

1.03 "Seasonal Employee" means any person who is employed by the **City** in a position which is seasonal in nature and is subject to layoff and recall.

1.04 "Part-time Employee" means any person employed by the **City** to work less than the full weekly hours of work for the department in which they are employed, on a regular and recurring basis.

- 1.05 "Casual Employee" means any person who is employed by the **City** for casual work to augment the regular work force and who does not work a regular and recurring schedule or who is employed for sixty (60) days or less on any occasion.
- 1.06 "Temporary Employee" means any person employed by the **City** on a full-time basis for a period of more than sixty (60) days but not more than six (6) months, unless extended by mutual agreement, to relieve in the absence of a permanent employee or to fill a temporary requirement. **Where it is known such vacancy may exceed six (6) months, the vacancy may be posted to cover the entire expected duration of leave for the incumbent, by mutual agreement. Such agreement shall not be unreasonably withheld.**
- 1.07 Notwithstanding the definitions above, a "student" or "student employee" means any person enrolled in, or on vacation from, an approved and/or accredited secondary or post secondary institution of learning who is carrying at least a sixty percent (60%) course load.
- 1.08 Student, casual and temporary employees shall be covered by this agreement only as specifically provided in Appendix "A" attached to and forming part of this agreement.
- 1.09 The terms "qualifications" or "qualified" shall include knowledge, experience, skill, ability, and training and/or education.
- 1.10 Year means the period of 0000 hours on **January** 1st of the year to 2400 hours on **December** 31st of the following year.
- 1.11 "City" means the Corporation of the City of North Battleford.
- 1.12 "Employee" means any person who is employed by the **City** within the scope of this agreement.
- 1.13 "Council" means the Council of the City of North Battleford.
- 1.14 "Department Head" means the official in charge of a department as appointed by the **City**.
- 1.15 "Union" means the Canadian Union of Public Employees (CUPE), Local 287.
- 1.16 All references in this agreement to he or she or his or hers shall be interpreted to include all persons and wherever possible, shall be replaced with they or theirs to represent all intended persons.
- 1.17 "Business days" means Monday to Friday except statutory holidays recognized by the **City**.
- 1.18 "Parties" means the **City** and the union.

- 1.19 "Call back" means called back to work on the same day after completion of the employee's regularly scheduled hours of work.
- 1.20 "Called in" means called in to work on a regular day of rest.
- 1.21 "Division" – is an operational unit within the City with sub-groups of "Departments".
- 1.22 "Departments" – are sub-groups within a division.
- 1.23 "Layoff" means either a temporary or permanent reduction in the hours of work of any employee.

## **ARTICLE 2 – RECOGNITION**

- 2.01 The **City** recognizes the **union** as the sole collective bargaining agency for the employees covered by this agreement and hereby consents and agrees to negotiate with the **union** or its representatives in any and all matters affecting wages and working conditions of its employees. The **City** also agrees that the **union** may have the assistance of representatives of the Canadian Labour Congress and/or the Canadian Union of Public Employees in any negotiations or discussions between representatives of the parties hereto.

## **ARTICLE 3 – MANAGEMENT RIGHTS**

- 3.01 The **union** acknowledges that it is the right of the **City** to manage the affairs of the **City** and direct the working force subject to the terms of this agreement.
- 3.02 The **City** retains all management rights not otherwise specifically limited or abridged by a provision of this agreement.

## **ARTICLE 4 – UNION SECURITY**

- 4.01 Every employee who is now or hereafter becomes a member of the **union** shall maintain his membership in the **union** as a condition of his employment and every new Employee whose employment commences hereafter shall, within thirty (30) days after the commencement of his employment, apply for and maintain membership in the **union** as a condition of **their** employment.

The **City** agrees to comply with current labour legislation regarding union security as contained in *The Saskatchewan Employment Act*.



**ARTICLE 5 – CHECK-OFF**

5.01 The **City** agrees, upon receipt of signed authorization cards, to deduct from the pay of all employees, the amount of union dues so authorized, as set by the union. The total sum so deducted shall be remitted by cheque to the secretary-treasurer of the union not later than the 10th day of each month, accompanied with a list of names of all employees for and on behalf of whom such deductions have been made.

5.02 **Bargaining Unit** information shall be sent **monthly** to the union secretary-treasurer in electronic format and shall include:

- List of employee names
- Quarterly address list
- Total earnings for all employees
- Regular earnings for all employees
- Actual hours worked
- Number of full-time employees
- Number of part-time employees
- Number of relief employees
- By **City**, the amount of dues deducted from each employee
- The amount of dues deducted for all employees
- Bargaining unit employee phone numbers

**ARTICLE 6 – NOTICE BOARDS**

6.01 The **City** agrees to install notice boards for the use of the union in suitable locations easily accessible to the employees for the purpose of posting notices of interest to the union membership. Notices of a nature that might be construed as controversial shall not be posted.

**ARTICLE 7 – LEAVE OF ABSENCE**

7.01 The **City** agrees that, on at least forty-eight (48) hours notice in writing to Human Resources, leave of absence of up to twenty (20) working days, [not more than five (5) can be for the purpose of facilitating union sponsored courses or programs] without pay, but with seniority and superannuation rights, shall be given to up to any two (2) designated employees at any one time for the purpose of attending union-sponsored conferences, educational seminars and conventions. **Subject to operational requirements as determined by the City, additional employees shall be allowed leave(s) of absence, not more than one (1) employee per department.**

7.02 The **City** agrees that leave of absence without pay to a maximum of one (1) year but with maintenance of seniority rights may be granted to employees for good and sufficient reason. Such leave shall be granted without discrimination and in the case of leave for periods in excess of three (3) months, the union shall be

notified in writing, provided, however, that during a leave of absence the **City** may engage temporary help without regard to seniority, subject to the provisions of Article 12.01.

### 7.03 **Bereavement Leave**

- a) The **City** agrees to provide leave with pay of three (3) days in the case of the death of a parent, wife, husband, common-law spouse, fiancée, brother, sister, child, stepchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, **stepfather, stepmother, stepbrother and stepsister.**

If travel to a funeral in excess of 400 km (one way) is required, then the employee may be allowed two (2) additional days of leave with pay.

- b) The **City** agrees to provide leave with pay, to a maximum of three (3) days cumulative in any year, in the case of serious illness or injury, where death is imminent, of a child, step-child, spouse, including common-law spouse, or parent of an employee.

7.04 Special leave of absence, with pay, may be granted at the discretion of the **City**, in cases of pressing emergency.

### 7.05 **Education Leave**

- a) The **City** may, providing the efficiency of the **department** is not impaired, grant leave of absence without pay but with maintenance of seniority and superannuation rights to any employee wishing to attend any recognized university, technical institute, trade school or short course.
- b) **Where an employee is required to take a specific course and/or attend a conference as a requirement of their job, the employee will be reimbursed the cost of the course and/or conference, the cost of meals and accommodation as per City policy and books or other required materials. If the course and/or conference goes beyond the regular work schedule of the employee, or if it occurs outside the City of North Battleford that requires travel outside of the employee's scheduled hours of work as approved by their manager, the employee will be paid straight time for those additional hours at their regular straight time rate of pay. Post-secondary education including employee repayment obligations are administered per City policy.**

### 7.06 **Union Leave**

Union officials, members of the **grievance committee** and other employees shall report to and obtain permission from their **respective supervisors who will in turn advise** Human Resources when it becomes necessary for them to leave their work for the purpose of attending any meeting connected with **management-**

employee relations or union affairs, and they shall make known their destination and report to their respective supervisor upon their return from any meeting.

**7.07 Cultural/Religious Observance Leave**

Cultural & Religious Events: The **City** and the **union** recognize that all peoples have their own religious and cultural observances. The **City** and the **union** recognize that they each have a duty to accommodate the religious observances of every employee.

Both parties agree it is respectful of the diverse cultures of employees to accommodate their interest in observing cultural events significant to them, therefore, the **City** shall endeavor to meet an employee's request to use vacation time, time-in-lieu or be provided unpaid leave to attend such events. The employee will give two weeks' notice to the **City** for such an event.

**7.08 Citizenship Leave**

**Employees shall receive one (1) day's leave of absence with pay to attend Canadian citizenship ceremonies involving the employee or their immediate family. For the purposes of this article, "immediate family" shall be defined as a parent, wife, husband, common-law spouse, fiancée, brother, sister, child, stepchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents and grandchildren.**

**7.09 Jury Duty Leave**

Employees called for jury duty shall be paid at their regular rate of pay for the time required for jury duty. Payments made by the Crown for jury duty pay shall be submitted by the employee to the **City** upon receipt.

**ARTICLE 8 – GRIEVANCES AND ARBITRATION**

- 8.01
- a) A grievance shall be defined as a dispute between the **City** and any employee(s) or the **union** regarding the interpretation, meaning, operation or application of this agreement, or a case where an employee is alleged to have been unjustly or improperly dismissed.
  - b) Any grievance submitted shall specify the articles and sections of the agreement alleged to have been violated, the circumstances and occurrence leading to the alleged violation and the redress or adjustment requested.
  - c) No grievance shall be considered which is not presented within twenty (20) business days after the event or circumstances, giving rise to the complaint which came to the attention of the employee or employees concerned.
- 8.02 Where a grievance does arise, the parties to the agreement shall make an earnest effort to resolve such difference through the following procedure:

a) STEP 1:

In the event of any grievance arising, the employee or employees concerned shall first refer the matter to the union shop steward of their department who may consult with the supervisor or any other source for information or attempt to settle the matter. (The union shop steward may, in their meeting with the supervisor, be accompanied by a chief shop steward or their deputy.)

If the shop steward considers the grievance a legitimate one, they shall then present a written grievance to the supervisor and/or department head concerned (accompanied by a chief shop steward or their deputy) with a copy to the Senior Human Resources Manager within the period referred to in Article 8.01(c) above. The supervisor and/or department head shall arrange a hearing within ten (10) business days of the request being made. The supervisor and/or department head concerned shall within ten (10) business days following the hearing, give their decision and reasons in writing to the union.

b) STEP 2:

- i) If the union is not satisfied with the decision of the supervisor concerned or if the supervisor concerned has not rendered their decision in the period prescribed above, the union shall have the right to appeal to the department head and, in so doing, shall file with the department head a written statement of the grievance as well as a copy of the decisions and reasons of the supervisor concerned. Such appeals shall be filed with Human Resources within ten (10) business days following the receipt of the decision of the supervisor concerned.
- ii) When such appeal has been filed, the union and the department head shall have the right to interview and obtain information pertaining to the matter from any employee or any other person believed to have knowledge of the matter. Human Resources shall hear the appeal within ten (10) business days after it has been filed with them and shall give the decision within ten (10) business days of the conclusion of the hearing.

c) STEP 3:

- i) If the union is not satisfied with the decision of Human Resources and so notifies Human Resources in writing or if Human Resources shall not have rendered a decision within the time period prescribed above, the union shall have the right to appeal to the City Manager (or designate). Such appeal shall be filed within ten (10) business days of receipt of the decision of Human Resources as required under Step 2, or the time of expiry of decision under Step 2, whichever is the earlier.
- ii) In making an application to the City Manager (or designate) for a hearing, the union shall outline, in writing, the details of the grievance.

The City Manager (**or designate**) shall deal with the grievance within ten (10) business days following receipt of the union's application and shall render their decision in writing within ten (10) business days following the conclusion of any hearings.

d) STEP 4:

- i) If the grievance is not settled through the foregoing procedures and parties are not able to agree for "Expedited Arbitration" the union may, within fifteen (15) business days, refer the matter to a Board of Arbitration **or by mutual agreement to a Mediator-Arbitrator** whose decision(s) shall be final and binding upon the parties to the agreement.
- ii) The Board of Arbitration shall consist of three (3) persons and shall be established in accordance with the provisions of *The Saskatchewan Employment Act*.
- iii) The board shall have the power to modify any penalty or punishment which is the subject of the grievance being arbitrated.
- iv) Each party shall assume its own costs of the arbitration and shall share equally the cost of the chairman and any other general expenses of the Arbitration Board.
- v) In the event of the absence of the designated official or **their** alternate of the **City** at any step, it shall be permissible to immediately proceed with the next higher step of the foregoing procedure.

e) Expedited Arbitration

- i) Upon completion of **Step 3** of the grievance procedure in accordance to Article **8**, a grievance may, by mutual agreement, be resolved through expedited arbitration.
- ii) The expedited arbitration shall be scheduled to be heard at a mutually agreed upon date and location.
- iii) The parties shall mutually agree upon a single arbitrator, who shall be appointed to hear the grievance and render a decision within two (2) working days of the hearing. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.
- iv) As the process is intended to be informal and non-legal, lawyers will not be used to represent either party at the expedited arbitration.
- v) The parties shall make use of an agreed to statement of facts.
- vi) Presentations shall be limited to a comprehensive opening statement.

- vii) All decisions of the arbitrator are to be limited in application to the particular dispute and are without prejudice. Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter, with the exception of employee discipline.
- viii) The parties shall equally share the costs of the fees and expenses of the arbitrator.

f) Policy Grievances and Discharge of an Employee

When any difference arises directly between the **union** and the **City** concerning the interpretation, application, administration, or alleged violation of this agreement, or when the **City** discharges an **employee**, the grievance procedure shall apply except that:

- i) The grievance shall be submitted in writing to Human Resources at Step 2 only and within ten (10) business days from the date the difference arises or the **employee** is discharged;
- ii) Human Resources shall provide response within fifteen (15) business days from the receipt of grievance.

- 8.03 The **union** shall notify the **City** of the personnel of its **grievance committee** and of any changes in such personnel.
- 8.04 In the discussion of grievances with representatives of the **City**, a member or members of the **grievance committee** may, at any time, be accompanied by representatives who have been appointed or elected by the **union**.
- 8.05 In the event of any grievance involving a group or groups of **employees**, the grievance procedure may be commenced at any step involving the first designated official of the **City** having jurisdiction over the **employees** affected or the subject matter concerned.
- 8.06 No **employee** or member of the **grievance committee** will suffer loss of pay by reason of the time spent in discussing grievances with the representatives of the **City**.
- 8.07 It is agreed and understood that either party (**City** or the **union**) may, by mutual agreement, convene a meeting prior to the arbitration procedure with a view to resolving the dispute or grievance.
- 8.08 An **arbitrator** shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of the grievance in order to determine the real matter in dispute and to render a decision which **they** deem just and equitable. Where the irregularity arises in that the time has expired in the agreed grievance and arbitration

procedure, it may be submitted to an arbitrator only by mutual agreement of the **City** and the **union**.

8.09 The Board of Arbitration shall not have jurisdiction to alter, add to, or subtract from this agreement or to give any decision inconsistent with the terms of this agreement.

8.10 The Arbitration Board shall sit and hear the matter within three (3) months of being constituted.

8.11 Initiation of Special Meetings

Either party may initiate a meeting for the purpose of resolving the grievance prior to or during the arbitration proceedings.

## **ARTICLE 9 – SUSPENSION AND DISMISSAL**

9.01 An **employee** shall only be disciplined or discharged for just cause.

9.02 Where the **City** takes disciplinary action, and where such action is to be a matter of record, a **shop steward** shall be present.

9.03 Should an **employee** be dismissed, suspended, laid off or demoted and it is later established that the dismissal, suspension, layoff or demotion was unwarranted, the **employee** shall immediately be returned to his former status in all respects and shall be compensated for his net loss of earnings suffered by reason of such dismissal, suspension, layoff or demotion. This clause is not intended to prevent an Arbitration Board from substituting any other action or penalty which it deems just and appropriate.

9.04 When an **employee** is suspended, demoted or receives a written reprimand or is reverted to his former position, the **City** shall advise the **union** in writing of the reason for that action taken and a copy shall be submitted to the **employee**.

9.05 **Personnel File Access**

Upon making suitable arrangements with the Human Resource Department, an **employee** with or without their **union** representative, or the **union** representative alone with written authorization from the **employee**, shall have the right to review their personnel file. The **employee** will be provided with copies of any pertinent documents requested except for documents that were provided to the **City** by a third party in confidence.

9.06 Written records of discipline shall be removed from the **employee's** file after a period of two years in the case of written reprimands and after a period of five years in the case of a more serious disciplinary action provided that the **employee** has had a clear disciplinary record.

At the employee's request and at the **City's** discretion a document may be removed from a file earlier.

## **ARTICLE 10 – TERMINATION OF EMPLOYMENT**

### **Permanent Employees**

10.01 Excepting for dismissal for just cause and notwithstanding the times at which, or the manner in which, an employee is paid, and subject to Articles 8 and 9 of this agreement, when the services of an employee are no longer required, notice shall be given as required in *The Saskatchewan Employment Act*, excepting that a permanent employee will be given two weeks' notice where the period of employment is less than one year.

This provision will not apply to seasonal or probationary employees.

10.02 As a courtesy, an employee leaving the employment of the **City** shall give one (1) month's written notice to the department head concerned.

## **ARTICLE 11 – MERIT AWARDS**

11.01 A department head or the union may recommend to council the granting of special awards to any employee who may be considered to be deserving of special consideration. The decision of council on all such recommendations shall be final.

## **ARTICLE 12 – SENIORITY**

12.01 All permanent employees shall acquire seniority after successfully completing the probationary period referred to in this article below and their seniority as a permanent employee shall then date from the last date of hiring as a permanent employee. However, after such successful completion, employees hired from part-time or seasonal employment with the **City** will be granted additional seniority credits as accumulated under the provisions of d) below.

### **a) Probationary Period**

i) All employees, when first assigned to a permanent position, shall be required to serve a probationary period which shall be deemed to be the first **six (6) months** of continuous employment in a job recognized as a permanent position. Such probation shall not be successfully completed until the employee concerned has fulfilled **six (6) months** continuous service, when such employment shall be considered permanent.

Seasonal and part-time employees shall be on probation a period of continuous employment until they accumulate a total of five hundred and



twenty (520) hours of work since the commencement of their employment on the last date of hire.

Notwithstanding the above provisions, it is agreed that the probationary period for an employee may be extended up to three (3) months by mutual consent between the union and the **City**. Application for extension of the employee's probationary period can be given at any time prior to completion.

- ii) During the probationary period, employees hired from outside the **City's** work force or from student, casual and temporary employment, may have their employment terminated based on performance which the **City**, in its sole discretion, considers insufficient and such termination shall be deemed to be for just cause.
  - iii) During the probationary period, employees hired from part-time or seasonal employment with the **City** may be reverted to their former employment status.
- b) An employee's seniority shall be considered broken by reason of:
- i) Dismissal for just cause and is not reinstated,
  - ii) Voluntary resignation and does not withdraw such resignation within one (1) working day,
  - iii) Continuous layoff due to lack of work for a period in excess of the seniority of the employee at the time of layoff, and
  - iv) **Laid off employee(s) failing to report for work of an ongoing nature within seven (7) days of the date of receipt of notification of recall, shall be considered to have abandoned their right to re-employment. Employee(s) requiring to give two (2) weeks' notice to another employer shall be deemed to be in compliance with the seven (7) day provision.**
- c) Seniority of permanent employees shall be accumulated in hours calculated from the date of last hire. A permanent employee shall earn seniority for:
- i) All actual hours worked excluding overtime,
  - ii) Paid annual vacations,
  - iii) Paid holidays,
  - iv) All paid leaves of absence,
  - v) While on Workers' Compensation,

vi) While on **union** leave as noted in Article 7.01, and

vii) While on approved maternity, paternity or adoption leave for the duration of such time as provided in ***The Saskatchewan Employment Act***.

d) Part-time and seasonal **employees** will accumulate seniority based on actual time worked without a break in seniority within the **division** in which they are employed.

12.02 A permanent **employee** who has been promoted shall be on probation in the new position for a period of three (3) months. If such **employee** does not qualify within such time, **they** shall revert to **their** former position without loss of seniority, provided that, if before the expiry of the probationary period:

a) It appears to the **City** that such **employee** is incapable of qualifying for such position within the required probationary period, **they** may be required to revert to **their** former position before such time without prejudice and the loss of seniority and any other **employees** affected by such reversion shall likewise revert.

b) The **employee**, by written request, may revert to **their** former position without prejudice and the loss of seniority and any other **employees** affected by such reversion shall likewise revert. Similarly, a permanent **employee** who has successfully bid into a permanent full-time position at a lower pay level shall have the right to revert to **their** former position within three (3) months of the appointment.

12.03 The **City** will, in **January** of each year, prepare and post rosters in places accessible to all **employees** showing accumulated seniority credits and last date of hire of **employees** as of the end of the last full pay period of the previous year. The rosters will be open to protest for a period of sixty (60) days from the date of posting and if an **employee** or the **union** considers that an error has been made, a protest shall be made through the **grievance** procedure and upon satisfactory proof of an error, a correction shall be made immediately. Any correction shall be shown on a supplementary sheet. The **City** will supply the **union** with copies of all rosters.

### **ARTICLE 13 – LAYOFF AND RECALL**

13.01 **Employees** shall not be laid off, recalled or demoted until the **union** has been notified of the name or names of the persons affected and the reasons for such action and a consultation with the **union** has taken place in respect to the matter.

**Once notice has been provided to the union, the parties may meet in order to negotiate any other options other than those provided in Articles 13.04 in order to minimize displacement.**

**Employees subject to layoff shall be entitled to notice as determined by**

***The Saskatchewan Employment Act*, but in no case shall the notice be less than twenty-one (21) calendar days.**

**Upon issuance of the lay off notice, the City agrees to meet with the affected employees and the designated union representative within the notice period to set forth in writing options available to each employee. Union representatives shall suffer no loss of any pay or benefits for attendance at such meetings.**

**13.02 Layoff and recall shall be by divisional seniority only provided, however, that the senior employee(s) have the qualifications and ability to perform the available work.**

**13.03 Employee Options**

**Failing any mutually agreed resolutions, the employee may elect one of the following options:**

- a) To exercise bumping rights, in which case the provisions of 13.04 – Bumping shall apply; or**
- b) To go on layoff, in which case the provisions of 13.06 – Recall shall apply or any other option on which the parties might agree upon.**

**13.04 Bumping**

**In the event of a closure of facilities, or a suspension of services bringing about a reduction of staff or the layoff of permanent employees, Employees with greater seniority may:**

- a) Accept any vacant position within their Division in their classification or classification group, provided that they meet the qualifications of the vacancy.**
- b) Where no appropriate vacancies are available, the laid-off Employee may bump the least senior Employee within their Division within their classification or classification group, and**
- c) Where no vacancies or positions within the laid-off employee's classification or classification group are available, the laid-off employee may bump the least senior employee in another division, or classification=provided they meet the qualifications.**

**Any employee who intends to exercise their bumping rights shall indicate such intent, in writing, within five (5) normal working days (Monday to Friday) following the meeting referenced in 13.01 above. Any employee who does not indicate their intent to bump within this period shall be deemed to have opted to go on layoff.**

**Employees who have been bumped shall also be eligible to exercise one of the options outlined in 13.03. Such employees shall be entitled to notice as determined by *The Saskatchewan Employment Act*.**

**13.05 Recall**

**As positions become available, employees laid off shall be returned to service in order of seniority provided they have the qualifications required for the vacant position.**

**An employee may elect to remain on recall, in accordance with Article 12.01 b) iii), if:**

- a) the available position is outside the employee's division last worked in and/or;**
- b) the available position offers less hours of work or rate of pay than the employee's most recent position prior to layoff.**

**13.06 Layoffs and Recall of **Temporary, Seasonal and Part-Time** Employees**

**When **temporary, seasonal and/or part-time** employees are to be laid off, such layoffs shall first be determined on the basis of seniority of those employees in the division in which they are employed. Where the senior employee in the division affected meets the required qualifications for the remaining work, this senior employee shall be retained.**

**13.07** When increasing the work force, the **City** will recall laid off **temporary, seasonal and part-time** employees in the inverse order of their layoff from the division in which they were employed, provided that such employees meet the required qualifications for the work, **and** provided that such employees have acquired seniority and have not been deemed to be no longer employer under the provisions of Article 12.01 b).

**13.08 Access to Sick Leave upon Layoff**

- a) An employee who becomes ill prior to receiving notice of layoff in accordance with Article 13.01, and whose illness has not ended prior to the date of layoff, will be able to use their accumulated sick leave credits up to a maximum of seventy-five (75) days from their date of illness subject to medical verification of the illness. Employees shall not accumulate seniority for time spent on sick leave after the date of layoff.**
- b) Subject to Article 13.01, an employee who becomes ill after receiving notice of layoff, and whose illness has not ended prior to the date of layoff, will be able to use their accumulated sick leave credits up to**

the date of layoff.

## **ARTICLE 14 – VACANCIES AND NEW POSITIONS**

- 14.01 a) When vacancies, temporary vacancies in excess of six (6) months occur, or new positions are to be established within the scope of this agreement (such vacancies or positions to be hereinafter in this article referred to as "open positions"), notice thereof shall be issued from the office of Human Resources. Such notice shall contain an outline of the positions affected and the rate of pay applicable thereto.

The notices shall be posted in places accessible to all employees and copies of such postings shall be supplied immediately to the union. A period of at least seven (7) days shall be provided employees in which to make application for a posted position.

- b) The **City** may, where an employee is recruited or promoted and meets the required education and experience of the position, place that employee within the wage grid commensurate with those qualifications upon successful completion of the probationary period.
- 14.02 a) Employees shall be entitled to bid on open positions by means of digital applications, which shall be submitted to the Human Resources **Department at hr@Cityofnb.ca**. No applications shall be considered if received later than the closing date prescribed on the posting.

In the case of an open position coming within the scope of this agreement, appointments thereto shall be made on the basis of seniority provided that the senior employee has the required abilities and qualifications to perform the duties of the position to be filled.

For purposes of applying for open positions, seniority shall operate on a bargaining unit-wide basis.

- b) If no internal or external applicants have the required qualifications and ability, and the **City** intends to fill the position with revised qualifications, the position will be re-posted.
- 14.03 In respect of an open position beyond the scope of this agreement, notice of such position will be bulletined and posted in order to provide an opportunity for employees to apply for such position.
- 14.04 An employee accepting promotion beyond the scope of this agreement shall be allowed ninety (90) days in which to prove **themselves** capable to fill the position concerned:

- a) If such **employee** does not qualify within such time **they** shall revert to **their** former position without loss of seniority provided that, if before the expiry of such ninety (90) days it appears that the **employee** is incapable of qualifying for such position, the **City** may, after consultation with the **union**, require **them** to revert to **their** former position before such time without prejudice and without loss of seniority and any other **employee** affected by such reversion shall likewise revert.
- b) The **employee**, by written request, within the probationary period, may revert to **their** former position without prejudice and without loss of seniority and any other **employee** affected by such reversion shall likewise revert.

14.05 In the event that the **City** is considering the abolition of classified positions covered by this agreement, thirty (30) days notice of such intention shall be communicated to the **union**.

14.06 **Temporary Performance of Higher Duties**

An **employee** required to fill another position for a period of four (4) hours or more with a higher rate of pay shall receive the higher rate of pay, but, if required to perform the duties of a job paying a lower rate, **their** regular rate of pay shall not be changed.

In any event the **City** shall have the right to establish a rate of pay for the position and fill the position until such time as a supplementary agreement has been negotiated.

14.07 With regard to any newly classified position that may hereafter be created, or where there are changes which result in significantly different duties and responsibilities requiring higher qualifications to perform, the rates of pay therefore shall be subject to negotiation and agreement between the **City** and the **union** and the provision of 13.02 of this article with respect to filling such positions shall apply. A supplementary agreement shall be executed in respect of any such positions.

In any event the **City** shall have the right to establish a rate of pay for the position and fill the position until such time as a supplementary agreement has been negotiated.

14.08 The **City** may classify any new **employee** as to rate of pay depending on qualifications and experience.

14.09 The **City** shall, within thirty (30) days of the closing date marked on notices of open positions, supply the **union** with the names or name of the person or persons selected to fill the vacancies concerned or advise the **union** of their intention.

14.10 In the event of an open position within the scope of this agreement, internal applications shall be considered prior to any applications from outside the

bargaining unit. Bargaining unit employees shall not have their rights under **Article 14.02** violated as a result of outside advertising. Notification will be given to the union in advance when the position is advertised externally simultaneous with the internal posting.

14.11 The salary of an employee promoted to a higher classification shall be advanced to that step in the scale which is next higher than the current salary rate. It is understood that this provision shall not apply when an employee is promoted to an unrelated job classification.

14.12 **Advancement Upon Certification/Qualifications**

Within the following classification groups:

Pipelayer I  
Pipelayer II  
Pipelayer III (Fireman's Certificate)

Equipment Operator I  
Equipment Operator II  
Equipment Operator III (Fireman's Certificate)

Parks Assistant I  
Parks Assistant II  
Parks Assistant III  
Parks Assistant IV

Arena Operator I  
Arena Operator II

**Assistant Lifeguard**  
Lifeguard  
**Aquatic Instructor**  
**Lifeguard/Instructor**

Building Maintenance I  
Building Maintenance II  
Building Maintenance, Journeyman

Aquatics Operator I  
Aquatics Operator II

Where an employee attains certification equivalent to that of their positions' higher level of classification, the employee shall be promoted to the higher level classification.

## **ARTICLE 15 – SICK LEAVE**

- 15.01 a) i) Permanent full-time employees, shall accumulate sick leave credits on the basis of one and one quarter (1¼) days per month of service.
- ii) Sick leave credits shall accumulate to a maximum of one hundred and fifty-two (152) days.
- iii) Employees absent from work due to illness or other disability for which Workers' Compensation Benefits or Long-Term Disability Benefits are not payable shall be entitled to sick leave with pay to the extent that they have accumulated sick leave credits.
- b) Sick leave credits shall be paid out as follows:
- i) For the first sixty-five (65) days of paid sick leave for any occasion or reoccurrence of the same medical condition, shall be paid at one hundred percent (100%) of the employee's regular rate of pay which was in effect at the commencement of their sick leave.
- ii) From the sixty-sixth (66<sup>th</sup>) day to the one hundred and thirtieth (130<sup>th</sup>) day of paid sick leave on any occasion, sick leave credits shall be paid at seventy-five (75%) percent of the employee's regular rate of pay which was in effect at the commencement of their sick leave. For each day paid at 75% the deduction from accumulated credits shall be 75% of a day. Employees shall be eligible to apply for Long-Term Disability after the 130<sup>th</sup> day of illness.
- c) Employees shall, if required by the **City**, furnish it with the following information on the forms provided by the **City**:
- i) Verification that the employee is unfit for duty and the expected duration of absence from work and/or
- ii) Limitations on an employee's ability to perform their own or other duties sufficient to properly plan accommodation in the work place and/or a gradual return to work, together with time lines for full recovery or assessment of any permanent disabilities and limitations.
- iii) Verification of fitness to return to work following sick leave.
- iv) The **City** shall pay any fee charged by a physician for completing such forms.
- v) **Employees requesting any workplace accommodation shall contact the employer in writing to initiate the request for an accommodation. The employer will supply the forms necessary to accompany the accommodation request.**



- d) Employees shall be entitled to use up to two (2) days of their sick leave credits per year for family illness leave. Such leave may be used in the event of illness or injury requiring the care of the employee of a child, spouse or parent residing in the employee's home. Sick leave credits shall be paid out at one hundred percent (100%) of the employee's regular rate of pay.
  - e) After twelve months of employment and each year thereafter, permanent full-time employees shall be allowed one wellness day per year with pay to be taken at a time mutually agreed upon by the employee and their immediate out-of-scope supervisor.
- 15.02 Employees absent from scheduled hours of work due to sickness or other disability, for which Workers' Compensation Benefits are not payable, shall be entitled to sick leave with pay to the extent that they have accumulated sick leave credits.
- 15.03 Employees shall, if required by the **City**, furnish it with a certificate, from a duly qualified medical practitioner, confirming that they were not fit to work. Any medical examiner or physician costs associated with the production of the certificate will be reimbursed to the attending medical examiner or physician's office where direct billing exists or, where it does not, by the **City** to the employee within thirty (30) days of submission of the receipt.
- 15.04 In case an employee is sick before the shift and is not able to come for a regular scheduled shift, the employee must inform to the immediate supervisor at least thirty (30) minutes in advance. In case of Leisure Services, the employee shall endeavour to inform to the immediate supervisor at least three (3) hours in advance.
- 15.05 **Inability to Return to Work**
- If an employee is on disability leave and unable to return to work at the end of twenty-four (24) months, the **City** will post and fill the position as permanent. If an employee has undergone an accommodation analysis and is still unable to report for duty after twenty-four (24) months, the employee will be placed on a disability re-employment list where they shall remain until it is determined they are able to be accommodated back into the workplace.
- 15.06 **Duty to Accommodate**
- The **City** and the union acknowledge their duty to accommodate employees with disabilities. Where an employee notifies the **City** they are able to return to work, verified by an employee's physician's certificate, the parties shall meet to identify the accommodations required including possible re-training for that employee, prior to the employee returning to work. The union shall be present during all discussions.

## 15.07 Compulsory Quarantine

An employee may have the ability to access their sick leave credits in the event that the employee has received:

- a) Direction from Public Health or a Medical Health Officer that the employee either enter into a compulsory quarantine period due to potential exposure to a contagious disease, or;
- b) Direction from Public Health or a Medical Health Officer that the employee self-isolate while awaiting test results from potential exposure to a contagious disease that would provide a clearance to return to work.
- c) The City in its discretion may advance sick leave as approved by the City Manager or designate.
- d) It is understood that paid sick leave credits may not be provided in instances where an employee knowingly violated a Public Health Order that resulted in that employee's taking quarantine measures (ex. travel that requires quarantining upon return, where restrictions were in place prior to departure).

## Sick leave for seasonal and part-time employees

- 15.08 After successfully completing the probationary period provided in Article 12 above, part-time and seasonal employees shall begin to accumulate sick leave credits.
- 15.09 Sick leave credits shall accumulate on the basis of ten (10) hours for each one hundred and sixty (160) hours of straight-time hours actually worked to a maximum accumulation of four hundred and eighty (480) hours.

## ARTICLE 16 – SAFETY AND HEALTH

- 16.01 The **City** shall make reasonable provision for the safety and health of the employees during the hours of their employment and provide protective devices and other equipment being necessary to protect employees properly from injury and the union may, from time to time, bring to the attention of the **City**, recommended suggestions in this regard.
- 16.02 The **City** agrees to provide and maintain suitable first-aid equipment and facilities, locker, washroom, shower and sanitary facilities and the union agrees to co-operate fully with the **City** in the maintenance of this service.
- 16.03 Where, as a requirement of their duty, employees require inoculation, the **City** shall pay the cost of such inoculation.

16.04 The **City** shall pay the cost for employees attending occupational health and safety related courses where the **City** requires attendance.

**16.05 Violence in the Workplace**

- a) In this section, violence means the attempted, threatened, or actual conduct of a person that causes or is likely to cause injury, and includes any threatening statement or behavior that gives a worker reasonable cause to believe that the worker is at risk of injury while in the course of performing their City duties.
- b) The employer acknowledges its obligation to promote employee safety in the workplace, to maintain preventative measures and procedures to reduce the likelihood of workplace violence.
- c) The employer agrees to maintain a Workplace Violence Prevention Policy that will be amended from time to time, and in compliance with the Saskatchewan *Occupational Health and Safety Regulations*. Amendments will be reviewed by the Joint Health and Safety and Joint Health and Safety Advisory Committees.

**ARTICLE 17 – COMPENSATION FOR OCCUPATIONAL INJURY**

17.01 When an employee is injured in the performance of **their** duties during working hours and qualifies for Workers' Compensation Board payments, the **City** shall pay such employee an amount equal to that required in addition to Workers' Compensation payments so that the net pay of the employee is equal to that earned at the time of the injury, for a period of up to twenty-four (24) months.

17.02 Pending receipt of payments from the Workers' Compensation Board, an employee may receive advances up to the amount of **their** normal earnings less deductions provided, however, that the **City** in its discretion may limit such advances. Proof of disability will be required before advances are made.

17.03 Holiday pay shall accrue only on the compensation paid by the **City** as referred to in Article 17.01. Employees may apply for leave without pay on lost vacation time while on Workers' Compensation.

**ARTICLE 18 – HOLIDAYS**

18.01 The following shall be observed as paid holidays:

New Year's Day  
Family Day  
Good Friday  
Victoria Day

Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day

Canada Day  
First Monday in August

Boxing Day

and any holiday proclaimed by federal, provincial or civic authority.

- 18.02 The observance of the above holidays may be made on days other than calendar date when so proclaimed by federal, provincial or civic authority.
- 18.03 When an employee works on any holiday, such employee shall be paid, in addition to **their** regular rate of wages, two (2x) times **their** regular rate of pay for all hours worked on such holiday.
- 18.04 When a holiday falls on an employee's regular assigned day of rest and **they do** not work on such day of rest, **they** shall be granted an additional day off. Such day off shall be scheduled, by mutual agreement with the employee's immediate out-of-scope supervisor, to be taken within one month of the holiday.
- 18.05 When a holiday falls on an employee's regular assigned day of rest and **they are** required to work on such holiday, **they** shall be paid, in addition to **their** regular rate of pay, at the rate of two (2x) times for the holiday worked and shall also be granted a day off in lieu of the assigned day of rest. Such day off shall be mutually arranged between the employee and the department head concerned.
- 18.06 No employee who has worked on a holiday shall be required to take time off in lieu of the specified payment for working on such holiday.

#### **ARTICLE 19 – ANNUAL VACATION**

- 19.01 Every employee shall be entitled to three (3) weeks' vacation per annum with pay. No paid vacation is to be taken during probation period. Paid vacation is to be pro-rated during first year of employment and only the amount of time earned is to be taken at the discretion of management.
- 19.02 Every employee shall be entitled to four (4) weeks' vacation per annum with pay after the completion of **eight (8)** years of service.
- 19.03 Every employee shall be entitled to five (5) weeks' vacation per annum with pay after the completion of **eighteen (18)** years of service.
- 19.04 An employee who leaves the **City's** employment after one (1) or more year's service and has not received **their** accrued annual vacation shall be given full pay in lieu of earned vacation leave.
- 19.05 An employee leaving the **City's** employ after thirty (30) days of service but prior to one year's service shall be paid, in addition to all other monies due **them**, an amount equal to 3/52nds of **their** gross earnings (including all overtime) for the period employed by the **City**.

- 19.06 When a holiday falls within an employee's vacation period such employee shall be given an additional day's vacation in lieu thereof.
- 19.07 Employees may be allowed one (1) extra day for each week of annual vacation earned providing:
- a) All earned vacation is taken in one period.
  - b) The annual vacation is taken in the "off season" of the department concerned.
  - c) "Off Season" to be at the discretion of the **City**.
  - d) **Off season and blackout dates to be announced by each department head on or before March 1 of each year.**
- 19.08 **Effective January 1, 2022, vacation credits will be issued on January 1 of each year. A statement of vacation credits will be issued to each employee by January 31 identifying the balance available for use in that year.**
- a) Annual vacation shall be regulated on a mutually agreed basis. Employees may indicate their choice by April 1. In cases of disagreement, seniority shall govern in the department. After this date, vacation dates shall be governed on a first-come/first-serve basis. Employees who do not request annual vacation before April 1 shall forfeit their right to use seniority for the purposes of vacation preference. These vacation schedules shall be posted and confirmed no later than April 15.
  - b) This shall not preclude employees from requesting vacation throughout the vacation year, providing they give two (2) weeks' notice and it does not interfere with predetermined vacation based on seniority.
  - c) By **October 1**, if an employee has over one-half of their earned vacation days outstanding and has not requested any carryover, the **City** shall contact the employees regarding booking suitable dates to reduce vacation days to a maximum of five (5) days outstanding by **December 1** with written consent.
  - d) For vacations booked after April 1, the **City** shall confirm in writing, to the employee, the granting of their request within seven (7) calendar days. Should the **City** fail to respond to the request in writing, the request shall be deemed granted.
- 19.09 During annual vacation an employee's pay, based on regular rates, shall be deposited to **their** account as they become due.

- 19.10 An employee whose service is terminated for whatever reason and who has received vacation benefits over and above that which the employee's service entitles, the employee shall be liable to repay the **City** for the excess.
- 19.11 Permanent employees who were hired from part-time or seasonal employment with the **City**, and who were granted additional seniority credits in accordance with the provisions of Article 12.01, will have their service credited as required by *The Saskatchewan Employment Act* for the purpose of calculating vacation entitlement.
- 19.12 Banked vacation time shall not be carried over from year to year (**calendar**) without a written request from the employee and prior written approval from Human Resources.

## **ARTICLE 20 – PAYMENT OF WAGES**

- 20.01 Employees shall be paid every two (2) weeks by 12:00 noon on the Friday for the period ending with the previous Saturday.
- 20.02 On each pay day the **City** shall provide to each employee an itemized statement indicating the gross amount to which **they are** entitled, net wages paid, all deductions made from **their** wages and the purpose for which such deductions were made.

## **ARTICLE 21 – HOURS OF WORK AND OVERTIME**

- 21.01 a) For employees other than office staff employees, forty (40) hours shall constitute a basic week's work; the normal working hours being from 8:00 a.m. to 12:00 noon and from 1:00 p.m. to 5:00 p.m., Monday to Friday inclusive except for employees who, by the nature of their employment, are required to perform their duties during different hours and/or days.
- b) Employees required to work on their regularly assigned days of rest shall be paid double the rate of pay for a minimum of three (3) hours or actual hours worked, whichever is greater.
- c) Extended work arrangements of ten (10) hours a day for four (4) days a week, or any other allowable averaging of hours over a defined period, may be implemented upon mutual agreement with the **City**, the affected employees and the union.
- 21.02 For employees coming under the category of office staff, thirty-seven and one-half (37 1/2) hours shall constitute a basic week's work; the normal working hours being seven and one-half (7 1/2) hours per day, Monday through Friday.
- For employees working in the Waste Management Facility, thirty (30) hours per week shall constitute a basic week's work and be considered full-time.

- 21.03 a) All time worked by employees in excess of the normal working hours specified above shall be treated as overtime and paid for at the rate of double (2x) time.
- b) Part-time employees working less than eight (8) hours per day (seven and one-half (7 1/2) hours for clerical staff) when required to work longer than their regular working day shall be paid at the rate of straight time for the hours worked up to and including eight (8) hours in one day, (seven and one-half (7 1/2) hours for clerical staff). Regular overtime rates shall apply after eight (8) hours (seven and one-half (7 1/2) hours for clerical staff).
- 21.04 An employee notified or called back to perform work not continuous with before or after the regular day work period shall be paid for a minimum of three (3) hours at the rate of time and one-half (1 1/2x), or overtime rates for actual hours worked, whichever is the greater. This clause shall not apply when an employee chooses to take a meal break prior to working.
- 21.05 An employee having received no instructions to the contrary and who reports for work, but because of some breakdown in the City's operation or due to weather conditions is dismissed for the day, shall be paid for not less than three (3) hours at their normal rate of pay.
- 21.06 **Time Off In Lieu Of Overtime**
- a) Employees shall be allowed to bank their overtime at the appropriate overtime rate up to a maximum of fifty-six (56) hours. The time taken will be mutually agreed upon between the employee and the City.
- b) **The fifty-six (56) hours may be replenished as hours are used but in no time shall exceed the fifty-six (56) hour maximum allowance. Banked time not used will paid out annually on the 1<sup>st</sup> pay period of January at the rate of pay at which it was worked.**

### **Rest Periods**

- 21.07 All employees shall be permitted one (1) fifteen (15) minute rest period to be taken during each half of a full daily shift of seven and one-half (7 1/2) or eight (8) hours, as may be applicable.
- 21.08 Where an employee is required to work before or after the normal full-time work period, an additional fifteen (15) minute rest period shall be allowed for those working six (6) hours or more before or after the scheduled meal break.
- 21.09 Minimum pay for employees scheduled to work shall be for a minimum of three (3) hours at the employees base hourly rate. High school students shall be exempt from this provision during the school term only.

## 21.10 Working at Multiple Locations

- a) The City, when it is known due to scheduled vacation, training or long-term sickness, will provide seven (7) days' notice to any employee that is scheduled to work at multiple locations. The notice period may be waived where an employee consents voluntarily to a temporary assignment at an alternate work location.
- b) Travelling to multiple work locations during one shift shall be on the City's time and, where use of personal vehicle is required, employee's will be compensated for such travel in accordance with the City's travel policy.

## ARTICLE 22 – DIFFERENTIAL PAY

22.01 Employees required to work during the hours of 8:00 p.m. to 6:00 a.m. shall be paid, in addition to their regular rate of pay, one dollar **and fifty cents** (\$1.50) per hour for the hours so worked. Such differential pay will not apply if an employee is working at overtime rates of pay.

## ARTICLE 23 – RATES OF PAY

23.01 Rates of pay shall be as set out in the HOURLY WAGE SCHEDULE attached to and forming part of this agreement.

23.02 Stand-by Duties

a) Definitions

- i) **Stand-by pay:** Stand-by pay is additional pay for employees required to be immediately available to report for duty whether they are called in for duty or not.
- ii) **Immediately Available:** For the purposes of this agreement, "immediately available" shall mean the ability for an employee to report for duty within a reasonable amount of time. It is understood for an employee to be available while on stand-by, they shall remain within forty-five (45) minutes of the employer's base of operations for that department/division unless they have made or suitable arrangements exist for another employee to report for duty in cases of urgency/emergency. **Employees who are on any approved leave of absence shall not be considered "immediately available"**.
- iii) **Designated Department:** Shall mean the following departments within the City of North Battleford: **Building Maintenance, Roadways/Utilities Services, Water Treatment Plant and Waste Water Treatment Plant.**



- b) The premium for stand-by pay shall be: 1.75 x salary for one hour per day x the employee's regular rate of pay for each designated day the employee is scheduled on stand-by.
- c) The **City** shall develop a list of employees for each department to be scheduled for stand-by in seven (7) consecutive day periods. Each period shall commence at the department's discretion with the understanding no employee will be required to work greater than one hundred and sixty-eight (168) consecutive hours on stand-by.
- d) The lists will be generated so as to assign stand-by equitably with each designated employee working the same or similar number of weeks on standby in any calendar year. These lists will be formulated within each department prior to December 1 of each year for the proceeding calendar year. Where exceptional circumstances exist (such as no cell phone coverage at your primary residence) that restrict an employee's ability to be on stand-by, the parties will meet to discuss options for scheduling within that department.
- e) Employees may mutually reassign or trade their scheduled stand-by hours, either by week or by day, to another employee provided each employee agrees to this arrangement and the originally scheduled employee properly notifies the **City** of the reassignment/trade.
- f) Individual employees shall not be required to occupy more than ten (10) stand-by weeks in any year (January 1 – December 31). An employee may voluntarily agree to more than ten (10) weeks on stand-by however, no employee will occupy more than eighteen (18) weeks in any calendar year, in order to maintain an appropriate amount of release time from these duties.
- g) An employee shall not be required to be on stand-by on two (2) consecutive weekends or two (2) consecutive paid holidays (Boxing Day is included with Christmas). Employees will also not be required to be on stand-by more than two (2) consecutive Christmas or New Year's Days.
- h) In the event an employee is called in to report for duty, Article 20.04 of the collective agreement shall apply except:
  - i) Where **they are** required to report on a holiday, Article 18.03 shall apply or;
  - ii) Where **they are** required to report on a regularly assigned day of rest, Article 21.01 b) shall apply.
- i) The **City** agrees to provide a cellular phone for the purposes of receiving calls while on stand-by duty. The **City** may, in the event a phone is not provided, agree to pay the sum of fifteen dollars (\$15.00) per week for each week the employee is scheduled on stand-by.

**ARTICLE 24 – MISCELLANEOUS**

24.01 This agreement shall constitute the entire agreement between the parties and supersedes any previous agreement either written or verbal.

24.02 a) The **City** shall provide coveralls or shop coats for the following:

- i) Meter Service **Person** working at sewer cleaning,
- ii) **Fleet and Building** Maintenance Department personnel,
- iii) **Aquatic Operators.**
- iv) **Treatment** Plants, and
- v) All Equipment Operators.

b) Footwear: As a condition of employment, where so required by the **City**, all employees shall wear approved safety footwear.

After each year of service, or after an employee’s work season, employees shall receive a footwear allowance upon submission of an appropriate receipt as follows:

Permanent Full-time	\$200.00
Permanent Part-time	\$100.00
Seasonal Labourer	\$100.00
Student Labourer	\$100.00
<b>Assistant Lifeguard</b>	\$100.00
<b>Lifeguard</b>	
<b>Aquatic Instructor</b>	
<b>Lifeguard/Instructor</b>	
<b>Aquatic Team Leader</b>	
<b>Head Team Leader</b>	

for appropriate footwear which must meet standards as set out by management.

Employees shall be eligible to carry over the above amount for up to 1 year to double the available amount. These allowances shall refresh **January 1** of each year. It is understood the total amount of the allowance shall not exceed double the annual amount at any one given time.

c) Upon completion of the probationary period or one (1) year service, each Swim Pool employee, except maintenance, shall receive an annual allowance for the purchase of swim suits to a maximum of \$75.00 for males and \$150.00 for females upon submission of an appropriate receipt.

Employees shall be eligible to carry over the above amount for up to 1 year to double the available amount. These allowances shall refresh **January 1** of each year. It is understood the total amount of the allowance shall not exceed double the annual amount at any one given time.

**24.03** In order to provide job security for members of the bargaining unit, no present employee or classification shall be deemed redundant as a result of contracting out. In cases where an employee is affected by technological change where a position or classification is made redundant, the **City** agrees to bargain such change with the bargaining agent at any time during the life of the agreement.

**24.04** Plural or Feminine Terms May Apply – Whenever the singular or masculine is used in this agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require.

**24.05 No Discrimination**

The parties agree that there shall be no discrimination, interference, restriction, coercion or intimidation exercised or practiced with respect to any person employed by the **City** in any matter by reason of ancestry, place of origin, colour, family status, disability, nationality, receipt of public assistance, gender identity, creed, sex, sexual orientation, age, marital status, race or perceived race, nor by reason of membership in a trade union and any other prescribed grounds prohibited under *The Saskatchewan Employment Act* or Human Rights legislation.

The **City** and the union jointly affirm that every employee shall be entitled to a respectful workplace. The environment must be free of behaviours such as discrimination, harassment, disruptive workplace conflict and disrespectful behaviour. The principal of fair treatment is a fundamental one and both the **City** and the union will not condone any improper behaviour on the part of any person which would jeopardize any employed person's dignity and well-being or undermine work relationships and productivity. In addition, the parties agree that a respectful workplace includes a safe and healthy workplace.

**24.06 Harassment**

The parties agree to comply with the Harassment Policy developed by the **City** in consultation with the union and adopted by City Council. Changes to the policy shall be made only with the mutual agreement of the **City** and the union. Recommendations or requests for changes to the policy shall be referred to the occupational health and safety committee for action.

The policy shall be posted in all departments.

**24.07 Training, Certification, and Certification/License Maintenance**

Where training, certification, or maintenance of credentials of licensure is a requirement of a position, any fees for such shall be paid by the **City**, or reimbursed upon submission of appropriate receipts.

Employees must notify the **City** immediately of any change to their status so that reassignment can be considered.

**ARTICLE 25 – VEHICLE INSURANCE RATES**

25.01 Should the **City** incur additional insurance costs due to the driving record of any employee who is required to operate a **City** vehicle, such additional costs shall be recovered from the employee by payroll deduction.

**ARTICLE 26 – DIVISIONS AND EMPLOYEE CLASSIFICATIONS**

The operations of the **City** shall be divided among the following divisions:

26.01 **Division 01 Administration and Clerical**

Employee classifications in this division include the following:

- Clerk II**
- Finance Clerk II (includes reception)**
- Finance Clerk III (includes payables, payroll, utilities, tax, cashier)**
- Student

26.02 **Division 02 City Operations**

**Department I – Roadways**

- Labourer
- Equipment Operator I
- Equipment Operator II
- Equipment Operator III
- Student Labourer
- Seasonal Labourer**

**Department II – Utility Services**

- Labourer
- Pipelayer I**
- Pipelayer II**
- Pipelayer III**
- Meter Service Person
- Equipment Operator I**
- Equipment Operator II
- Equipment Operator III**
- Student Labourer**
- Seasonal Labourer
- Clerk II**

**Department III – Fleet & Building Maintenance**

**Clerk I**  
**Building Caretaker**  
**Fleet Maintenance I**  
**Fleet Maintenance, Journeyperson**  
Building Maintenance I  
Building Maintenance II  
Building Maintenance, Journeyperson

**Department IV – Waste Management Facility**

**WMF Attendant**  
**Equipment Operator II**

**For vacation purposes only, the four departments shall be considered separate.**

**26.03 Division 03 Treatment Plants**

Employee classifications in this division shall include the following:

Assistant Plants Operator  
Instrument Technician  
**Plants Maintenance Mechanic**  
Plants Operator I  
Plants Operator II  
Plants Operator III  
Plants Operator IV  
**Plants Journeyperson, Industrial**

**26.04 Division 04 Parks and Recreation**

Employee classifications in this division shall include the following:

**Department I – Recreation**

Arena Operator I  
Arena Operator II  
**Facility Operator**  
**Facility Operator (Floater)**  
Facility Attendant  
Clerk III (**Scheduler**)  
**Clerk I**  
Art Gallery **Associate**  
Senior Gallery Assistant  
**Clerk II**  
Lifeguard  
Assistant Lifeguard  
**Assistant Aquatic Instructor**  
**Aquatic Instructor**  
**Aquatic Team Leader**

**Department II –Parks/Cemeteries/Urban Forestry**

Arborist  
Parks Assistant I  
Parks Assistant II  
Parks Assistant III  
Parks Assistant IV  
Student Labourer  
Seasonal Labourer

**Head Team Leader**  
**Aquatics Operator I**  
**Aquatics Operator II**  
Seasonal Labourer  
Summer Program Leader  
Summer Senior Program Leader  
Summer Assistant Program Co-Ordinator

**26.05 Division 05 Technical**

Employee classifications in this division shall include the following:

Engineering Technologist  
Information Technologist

**26.06 Division 06 Protective Services**

**Employee classifications in this division shall include the following:**

**Protective Services Clerk**

**26.07 Part-Time Employees**

Any classification in any division above may be filled by a part-time employee.

**ARTICLE 27 – HEALTH BENEFITS**

- 27.01 a) The **City** shall pay **100%** of all costs associated with providing a group health and dental benefits plan at the Individual coverage rate. Employees will have the option to elect **couple (if available) or family** coverage provided they pay the difference between the Individual and **couple (if available) or family** premium rates.
- b) **The parties agree that all employees will fund the Long-Term Disability (LTD) premium costs at a rate of 100%.**
- c) The **City** further agrees that any plan surplus will be directed to negotiating improvements to the plan, as directed by the parties below.
- d) The parties to the plan agree to meet annually or at the request of any party providing thirty (30) days notice to review areas of concern and/or potential improvements to the plan.
- e) The City of North Battleford agrees to continue group benefits, at a level not less than those currently in effect, for the duration of the **collective** agreement.

**ARTICLE 28 – TERM OF AGREEMENT**

28.01 This agreement shall be effective from **January 1, 2020**, and shall remain in force and effect until the 31<sup>st</sup> day of December, **2024** and from year to year 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 nor more than one-hundred and twenty (120) days prior to the anniversary date thereof.

**ARTICLE 29 – NO STRIKE/NO LOCKOUT**

29.01 The union agrees that during the life of this agreement there shall be no strike, slow down, stoppage of work or any withdrawals of any normally provided services and the **City** agrees that there shall be no lockouts.

## APPENDIX "A" – STUDENTS, CASUAL AND TEMPORARY EMPLOYEES

1. Student, casual and temporary employee shall be as defined in Article 1 of this agreement.
2. The following articles of the collective agreement shall apply to student, casual and temporary employees:

### Preamble

- 1 Scope
- 2 Recognition
- 3 Management Rights
- 4 Union Security
- 5 Check-off
- 6 Notice Boards
- 7.07 Leave of Absence – Cultural/Religious Observance Leave**
- 8 Grievances and Arbitration**
- 11 Merit Awards
- 15.07 Duty of Accommodate**
- 16 Safety and Health
- 20 Payment of Wages
- 24 Miscellaneous (except 23.04)
- 28 Term of Agreement
- 29 No Strike, No Lockout

3. Such employees shall receive public holidays and/or pay for public holidays in accordance with *The Saskatchewan Employment Act*.
4. Such employees shall receive annual vacation pay in accordance with *The Saskatchewan Employment Act*.
5. **Such employee may apply for a leave of absence without pay which may be granted at the discretion of the City, in cases of pressing emergency or in accordance with *The Saskatchewan Employment Act*.**
6. An employee, alleging that there has been a violation of any of the rights and benefits specifically provided by this appendix, shall have the right to file a grievance under the provision of Article 8 of the collective agreement.
7. Rates of pay for these employees who are assigned to work in a classification covered in the Hourly Wage Schedule in the collective agreement, and who perform substantially all of the duties of that classification, shall be paid not less than the starting rate provided in the Hourly Wage Schedule for the classification in which they are employed.
8. Employees are encouraged to apply for full-time, part-time and seasonal positions. Employees who are selected by the **City** for such positions shall be required to serve the full probationary period as provided in Article 12.01 of the agreement.



**Premiums:**

1. Lead Hand \$2.00 per hour (while directing crews of three or more).
2. Pesticide \$2.00 per hour (fully licensed employees while assigned by the City and while applying pesticides and herbicides for which the license is required).
3. Cement Finisher \$1.00 per hour

**Jan 1 - Dec 31 2020 Wages****Division 01 Administration and Clerical**

Position Title	Year 1	Year 2	Year 3
	2080 Hours	4160 Hours	6240 Hours
Clerk II	\$ 22.13	\$ 22.69	\$ 23.25
Finance Clerk II	\$ 22.13	\$ 22.69	\$ 23.25
Finance Clerk III	\$ 23.13	\$ 23.71	\$ 24.30
Student	\$ 15.24	\$ 16.31	

**Division 02 City Operations**

Position Title	Year 1	Year 2	Year 3
	2080 Hours	4160 Hours	6240 Hours

**Department I - Roadways**

Labourer	\$ 20.49	\$ 21.31	\$ 22.17
Equipment Operator I	\$ 23.13	\$ 23.71	\$ 24.30
Equipment Operator II	\$ 24.30	\$ 24.91	\$ 25.53
Equipment Operator III	\$ 27.07	\$ 27.75	\$ 28.45
Student Labourer	\$ 15.24	\$ 16.31	
Seasonal Labourer	\$ 19.05	\$ 20.32	\$ 20.67

**Department II - Utility Services**

Labourer	\$ 20.49	\$ 21.31	\$ 22.17
Pipelayer I	\$ 23.13	\$ 23.71	\$ 24.30
Pipelayer II	\$ 24.91	\$ 25.53	\$ 26.17
Pipelayer III	\$ 27.07	\$ 27.75	\$ 28.45
Meter Service Person	\$ 23.82	\$ 24.42	\$ 25.03
Equipment Operator I	\$ 23.13	\$ 23.71	\$ 24.30
Equipment Operator II	\$ 24.30	\$ 24.91	\$ 25.53
Equipment Operator III	\$ 27.07	\$ 27.75	\$ 28.45
Student Labourer	\$ 15.24	\$ 16.31	
Seasonal Labourer	\$ 19.05	\$ 20.32	\$ 20.67
Clerk II	\$ 22.13	\$ 22.69	\$ 23.25

**Department III - Fleet & Building Maintenance**

Clerk I	\$ 17.28	\$ 17.72	\$ 18.21
Building Caretaker	\$ 20.49	\$ 21.31	\$ 22.17
Fleet Maintenance I	\$ 25.28	\$ 25.91	\$ 26.56
Fleet Maintenance, Journey person	\$ 36.49	\$ 37.40	\$ 38.34
Building Maintenance I	\$ 23.82	\$ 24.42	\$ 25.03
Building Maintenance II	\$ 27.07	\$ 27.75	\$ 28.45
Building Maintenance III Journey person	\$ 36.49	\$ 37.40	\$ 38.34

**Department IV - Waste Management Facility**

WMF Attendant	\$	20.49	\$	21.31	\$	22.17
Equipment Operator II	\$	24.30	\$	24.91	\$	25.53

For vacation purposes only, the four departments shall be considered separate.

**Division 03 Treatment Plants**

Position Title	Year 1		Year 2		Year 3	
	2080 Hours		4160 Hours		6240 Hours	
Assistant Plants Operator	\$	23.82	\$	24.42		
Instrument Technician	\$	30.41	\$	31.17	\$	31.95
Plants Maintenance Mechanic	\$	25.28	\$	25.91	\$	26.56
Plants Operator I	\$	26.54	\$	27.21	\$	27.89
Plants Operator II	\$	28.16	\$	28.86	\$	29.58
Plants Operator III	\$	30.41	\$	31.17	\$	31.95
Plants Operator IV	\$	36.49	\$	37.40	\$	38.34
Plants Journeyman, Industrial	\$	36.49	\$	37.40	\$	38.34
Instrument Technician, Journeyman	\$	36.49	\$	37.40	\$	38.34

Plus one x hourly rate/day for on-call. When away from regularly scheduled work days (i.e. sickness, vacation) the on call rate will be pro-rated. Employees will be placed on wage scale in accordance with qualifications.

**Division 04 Parks and Recreation**

Position Title	Year 1		Year 2		Year 3	
	2080 Hours		4160 Hours		6240 Hours	
<b>Department I - Recreation</b>						
Arena Operator I	\$	22.13	\$	22.69	\$	23.25
Arena Operator II	\$	26.54	\$	27.21	\$	27.89
Facility Operator (f. Maintenance)	\$	22.13	\$	22.69	\$	23.25
Facility Operator (Floater)	\$	22.13	\$	22.69	\$	23.25
Facility Attendant	\$	15.24	\$	15.42	\$	15.94
Clerk II	\$	22.13	\$	22.69	\$	23.25
Clerk III ( f. Scheduler)	\$	23.13	\$	23.71	\$	24.30
<b>Art Galleries</b>						
Art Gallery Associate	\$	17.28	\$	17.72	\$	18.21
Senior Gallery Assistant	\$	20.49	\$	21.31	\$	22.17
Senior Gallery Assistant / Archivist	\$	22.13	\$	22.69	\$	23.25
<b>Swimming Pool</b>						
Assistant Lifeguard	\$	17.24				
Lifeguard	\$	17.37				

Aquatic Instructor	\$	17.65		
Lifeguard/Instructor	\$	17.73		
Aquatic Team Leader (f. Lead Hand)	\$	20.51	\$	21.12
Head Team Leader (f. Supervisor)	\$	22.13	\$	22.69
Aquatics Operator I	\$	22.13	\$	22.69
Aquatics Operator II	\$	26.54	\$	27.21
Clerk II	\$	22.13	\$	22.69
Clerk I	\$	17.28	\$	17.72

**Summer Programs**

Summer Program Leader	\$	14.56		
Summer Senior Program Leader	\$	14.91		
Summer Assistant Program Coordinator	\$	16.31		
Seasonal Labourer	\$	19.05	\$	20.32

**Department II - Parks/Cemeteries/Urban Forestry**

Arborist	\$	27.07	\$	27.75
Parks Assistant I	\$	20.49	\$	21.31
Parks Assistant II	\$	22.13	\$	22.69
Parks Assistant III	\$	23.82	\$	24.42
Parks Assistant IV	\$	25.28	\$	25.91
Student Labourer	\$	15.24	\$	16.31
Seasonal Labourer	\$	19.05	\$	20.32

**Division 05 Technical**

Position Title	Year 1	Year 2	Year 3
	2080 Hours	4160 Hours	6240 Hours
Engineering Technologist	\$ 30.41	\$ 31.17	\$ 31.95
Information Technologist	\$ 30.41	\$ 31.17	\$ 31.95

**Division 06 Protective Services**

Position Title	Year 1	Year 2	Year 3
	2080 Hours	4160 Hours	6240 Hours
Protective Services Clerk	\$ 24.91	\$ 25.53	\$ 26.17

Employee must have power engineering Class V or higher certification to move into Building Maintenance II position.

**Premiums:**

1. Lead Hand \$2.00 per hour (while directing crews of three or more).
2. Pesticide \$2.00 per hour (fully licensed employees while assigned by the City and while applying pesticides and herbicides for which the license is required).
3. Cement Finisher \$1.00 per hour

**Jan. 1 - Dec. 31, 2021 Wages****Division 01 Administration and Clerical**

Position Title	Year 1		Year 2		Year 3	
	2080 Hours		4160 Hours		6240 Hours	
Clerk II	\$	22.46	\$	23.03	\$	23.60
Finance Clerk II	\$	22.46	\$	23.03	\$	23.60
Finance Clerk III	\$	23.48	\$	24.06	\$	24.66
Student	\$	15.46	\$	16.56		

**Division 02 City Operations**

Position Title	Year 1		Year 2		Year 3	
	2080 Hours		4160 Hours		6240 Hours	

**Department I - Roadways**

Labourer	\$	20.80	\$	21.63	\$	22.50
Equipment Operator I	\$	23.48	\$	24.06	\$	24.66
Equipment Operator II	\$	24.66	\$	25.28	\$	25.91
Equipment Operator III	\$	27.48	\$	28.17	\$	28.87
Student Labourer	\$	15.46	\$	16.56		
Seasonal Labourer	\$	19.34	\$	20.63	\$	20.98

**Department II - Utility Services**

Labourer	\$	20.80	\$	21.63	\$	22.50
Pipelayer I	\$	23.48	\$	24.06	\$	24.66
Pipelayer II	\$	25.28	\$	25.91	\$	26.56
Pipelayer III	\$	27.48	\$	28.17	\$	28.87
Meter Service Person	\$	24.18	\$	24.78	\$	25.40
Equipment Operator I	\$	23.48	\$	24.06	\$	24.66
Equipment Operator II	\$	24.66	\$	25.28	\$	25.91
Equipment Operator III	\$	27.48	\$	28.17	\$	28.87
Student Labourer	\$	15.46	\$	16.56		
Seasonal Labourer	\$	19.34	\$	20.63	\$	20.98
Clerk II	\$	22.46	\$	23.03	\$	23.60

**Department III - Fleet & Building Maintenance**

Clerk I	\$	17.53	\$	17.99	\$	18.48
Building Caretaker	\$	20.80	\$	21.63	\$	22.50
Fleet Maintenance I	\$	25.66	\$	26.30	\$	26.96
Fleet Maintenance, Journeyman	\$	37.04	\$	37.97	\$	38.91
Building Maintenance I	\$	24.18	\$	24.78	\$	25.40
Building Maintenance II	\$	27.48	\$	28.17	\$	28.87
Building Maintenance III Journeyman	\$	37.04	\$	37.97	\$	38.91

**Department IV - Waste Management Facility**

WMF Attendant	\$	20.80	\$	21.63	\$	22.50
Equipment Operator II	\$	24.66	\$	25.28	\$	25.91

For vacation purposes only, the four departments shall be considered separate.

**Division 03 Treatment Plants**

Position Title	Year 1		Year 2		Year 3	
	2080 Hours		4160 Hours		6240 Hours	
Assistant Plants Operator	\$	24.18	\$	24.78		
Instrument Technician	\$	30.87	\$	31.64	\$	32.43
Plants Maintenance Mechanic	\$	25.66	\$	26.30	\$	26.96
Plants Operator I	\$	26.94	\$	27.62	\$	28.31
Plants Operator II	\$	28.58	\$	29.29	\$	30.03
Plants Operator III	\$	30.87	\$	31.64	\$	32.43
Plants Operator IV	\$	37.04	\$	37.97	\$	38.91
Plants Journeyman, Industrial	\$	37.04	\$	37.97	\$	38.91
Instrument Technician, Journeyman	\$	37.04	\$	37.97	\$	38.91

Plus one x hourly rate/day for on-call. When away from regularly scheduled work days (i.e. sickness, vacation) the on call rate will be pro-rated. Employees will be placed on wage scale in accordance with qualifications.

**Division 04 Parks and Recreation**

Position Title	Year 1		Year 2		Year 3	
	2080 Hours		4160 Hours		6240 Hours	
<b><u>Department I - Recreation</u></b>						
Arena Operator I	\$	22.46	\$	23.03	\$	23.60
Arena Operator II	\$	26.94	\$	27.62	\$	28.31
Facility Operator (f. Maintenance)	\$	22.46	\$	23.03	\$	23.60
Facility Operator (Floater)	\$	22.46	\$	23.03	\$	23.60
Facility Attendant	\$	15.46	\$	15.65	\$	16.17
Clerk II	\$	22.46	\$	23.03	\$	23.60
Clerk III (f. Scheduler)	\$	23.48	\$	24.06	\$	24.66
<b><u>Art Galleries</u></b>						
Art Gallery Associate	\$	17.53	\$	17.99	\$	18.48
Senior Gallery Assistant	\$	20.80	\$	21.63	\$	22.50
Senior Gallery Assistant / Archivist	\$	22.46	\$	23.03	\$	23.60
<b><u>Swimming Pool</u></b>						
Assistant Lifeguard	\$	17.50				
Lifeguard	\$	17.63				
Aquatic Instructor	\$	17.92				

Lifeguard/Instructor	\$	18.00			
Aquatic Team Leader (f. Lead Hand)	\$	20.82	\$	21.44	\$ 22.05
Head Team Leader (f. Supervisor)	\$	22.46	\$	23.03	\$ 23.60
Aquatics Operator I	\$	22.46	\$	23.03	\$ 23.60
Aquatics Operator II	\$	26.94	\$	27.62	\$ 28.31
Clerk II	\$	22.46	\$	23.03	\$ 23.60
Clerk I	\$	17.53	\$	17.99	\$ 18.48

**Summer Programs**

Summer Program Leader	\$	14.77			
Summer Senior Program Leader	\$	15.13			
Summer Assistant Program Coordinator	\$	16.56			
Seasonal Labourer	\$	19.34	\$	20.63	\$ 20.98

**Department II - Parks/Cemeteries/Urban Forestry**

Arborist	\$	27.48	\$	28.17	\$ 28.87
Parks Assistant I	\$	20.80	\$	21.63	\$ 22.50
Parks Assistant II	\$	22.46	\$	23.03	\$ 23.60
Parks Assistant III	\$	24.18	\$	24.78	\$ 25.40
Parks Assistant IV	\$	25.66	\$	26.30	\$ 26.96
Student Labourer	\$	15.46	\$	16.56	
Seasonal Labourer	\$	19.34	\$	20.63	\$ 20.98

**Division 05 Technical**

Position Title	Year 1	Year 2	Year 3
	2080 Hours	4160 Hours	6240 Hours
Engineering Technologist	\$ 30.87	\$ 31.64	\$ 32.43
Information Technologist	\$ 30.87	\$ 31.64	\$ 32.43

**Division 06 Protective Services**

Position Title	Year 1	Year 2	Year 3
	2080 Hours	4160 Hours	6240 Hours
Protective Services Clerk	\$ 25.28	\$ 25.91	\$ 26.56

Employee must have power engineering Class V or higher certification to move into Building Maintenance II position.

**Premiums:**

1. Lead Hand, Pesticides \$2.00 per hour (while directing crews of three or more).
2. Pesticide \$2.00 per hour (fully licensed employees while assigned by the City and while applying pesticides and herbicides for which the license is required.)
3. Cement Finisher \$1.00 per hour

**Jan. 1 - Dec. 31, 2022 Wages****Division 01 Administration and Clerical**

Position Title	Year 1	Year 2	Year 3
	2080 Hours	4160 Hours	6240 Hours
Clerk II	\$ 22.82	\$ 23.39	\$ 23.98
Finance Clerk II	\$ 22.82	\$ 23.39	\$ 23.98
Finance Clerk III	\$ 23.85	\$ 24.45	\$ 25.06
Student	\$ 15.71	\$ 16.82	

**Division 02 City Operations**

Position Title	Year 1	Year 2	Year 3
	2080 Hours	4160 Hours	6240 Hours

**Department I - Roadways**

Labourer	\$ 21.13	\$ 21.98	\$ 22.86
Equipment Operator I	\$ 23.85	\$ 24.45	\$ 25.06
Equipment Operator II	\$ 25.06	\$ 25.68	\$ 26.33
Equipment Operator III	\$ 27.92	\$ 28.62	\$ 29.33
Student Labourer	\$ 15.71	\$ 16.82	
Seasonal Labourer	\$ 19.65	\$ 20.96	\$ 21.31

**Department II - Utility Services**

Labourer	\$ 21.13	\$ 21.98	\$ 22.86
Pipelayer I	\$ 23.85	\$ 24.45	\$ 25.06
Pipelayer II	\$ 25.68	\$ 26.33	\$ 26.98
Pipelayer III	\$ 27.92	\$ 28.62	\$ 29.33
Meter Service Person	\$ 24.57	\$ 25.18	\$ 25.81
Equipment Operator I	\$ 23.85	\$ 24.45	\$ 25.06
Equipment Operator II	\$ 25.06	\$ 25.68	\$ 26.33
Equipment Operator III	\$ 27.92	\$ 28.62	\$ 29.33
Student Labourer	\$ 15.71	\$ 16.82	
Seasonal Labourer	\$ 19.65	\$ 20.96	\$ 21.31
Clerk II	\$ 22.82	\$ 23.39	\$ 23.98

**Department III - Fleet & Building Maintenance**

Clerk I	\$ 17.81	\$ 18.28	\$ 18.78
Building Caretaker	\$ 21.13	\$ 21.98	\$ 22.86
Fleet Maintenance I	\$ 26.07	\$ 26.72	\$ 27.39
Fleet Maintenance, Journeyman	\$ 37.63	\$ 38.57	\$ 39.54
Building Maintenance I	\$ 24.57	\$ 25.18	\$ 25.81
Building Maintenance II	\$ 27.92	\$ 28.62	\$ 29.33
Building Maintenance III Journeyman	\$ 37.63	\$ 38.57	\$ 39.54

**Department IV - Waste Management Facility**

WMF Attendant	\$	21.13	\$	21.98	\$	22.86
Equipment Operator II	\$	25.06	\$	25.68	\$	26.33

For vacation purposes only, the four departments shall be considered separate.

**Division 03 Treatment Plants**

Position Title	Year 1		Year 2		Year 3	
	2080 Hours		4160 Hours		6240 Hours	
Assistant Plants Operator	\$	24.57	\$	25.18		
Instrument Technician	\$	31.36	\$	32.14	\$	32.95
Plants Maintenance Mechanic	\$	26.07	\$	26.72	\$	27.39
Plants Operator I	\$	27.37	\$	28.06	\$	28.76
Plants Operator II	\$	29.04	\$	29.76	\$	30.51
Plants Operator III	\$	31.36	\$	32.14	\$	32.95
Plants Operator IV	\$	37.63	\$	38.57	\$	39.54
Plants Journeyman, Industrial	\$	37.63	\$	38.57	\$	39.54
Instrument Technician, Journeyman	\$	37.63	\$	38.57	\$	39.54

Plus one x hourly rate/day for on-call. When away from regularly scheduled work days (i.e. sickness, vacation) the on call rate will be pro-rated. Employees will be placed on wage scale in accordance with qualifications.

**Division 04 Parks and Recreation**

Position Title	Year 1		Year 2		Year 3	
	2080 Hours		4160 Hours		6240 Hours	
<b>Department I - Recreation</b>						
Arena Operator I	\$	22.82	\$	23.39	\$	23.98
Arena Operator II	\$	27.37	\$	28.06	\$	28.76
Facility Operator (f. Maintenance)	\$	22.82	\$	23.39	\$	23.98
Facility Operator (Floater)	\$	22.82	\$	23.39	\$	23.98
Facility Attendant	\$	15.71	\$	15.90	\$	16.43
Clerk II	\$	22.82	\$	23.39	\$	23.98
Clerk III (f. Scheduler)	\$	23.85	\$	24.45	\$	25.06
<b>Art Galleries</b>						
Art Gallery Associate	\$	17.81	\$	18.28	\$	18.78
Senior Gallery Assistant	\$	21.13	\$	21.98	\$	22.86
Senior Gallery Assistant / Archivist	\$	22.82	\$	23.39	\$	23.98
<b>Swimming Pool</b>						
Assistant Lifeguard	\$	17.78				
Lifeguard	\$	17.91				
Aquatic Instructor	\$	18.20				



Lifeguard/Instructor	\$	18.29				
Aquatic Team Leader (f. Lead Hand)	\$	21.15	\$	21.78	\$	22.40
Head Team Leader (f. Supervisor)	\$	22.82	\$	23.39	\$	23.98
Aquatics Operator I	\$	22.82	\$	23.39	\$	23.98
Aquatics Operator II	\$	27.37	\$	28.06	\$	28.76
Clerk II	\$	22.82	\$	23.39	\$	23.98
Clerk I	\$	17.81	\$	18.28	\$	18.78

**Summer Programs**

Summer Program Leader	\$	15.01				
Summer Senior Program Leader	\$	15.38				
Summer Assistant Program Coordinator	\$	16.82				
Seasonal Labourer	\$	19.65	\$	20.96	\$	21.31

**Department II -  
Parks/Cemeteries/Urban Forestry**

Arborist	\$	27.92	\$	28.62	\$	29.33
Parks Assistant I	\$	21.13	\$	21.98	\$	22.86
Parks Assistant II	\$	22.82	\$	23.39	\$	23.98
Parks Assistant III	\$	24.57	\$	25.18	\$	25.81
Parks Assistant IV	\$	26.07	\$	26.72	\$	27.39
Student Labourer	\$	15.71	\$	16.82		
Seasonal Labourer	\$	19.65	\$	20.96	\$	21.31

**Division 05 Technical**

Position Title	Year 1		Year 2		Year 3	
	2080 Hours		4160 Hours		6240 Hours	
Engineering Technologist	\$	31.36	\$	32.14	\$	32.95
Information Technologist	\$	31.36	\$	32.14	\$	32.95

**Division 06 Protective Services**

Position Title	Year 1		Year 2		Year 3	
	2080 Hours		4160 Hours		6240 Hours	
Protective Services Clerk	\$	25.68	\$	26.33	\$	26.98

Employee must have power engineering Class V or higher certification to move into Building Maintenance II position.

**Premiums:**

1. Lead Hand, Pesticides \$2.00 per hour (while directing crews of three or more).
2. Pesticide \$2.00 per hour (fully licensed employees while assigned by the City and while applying pesticides and herbicides for which the license is required).
3. Cement Finisher \$1.00 per hour.

**Jan. 1 - Dec. 31, 2023 Wages**

**Division 01 Administration and Clerical**

Position Title	Year 1	Year 2	Year 3
	2080 Hours	4160 Hours	6240 Hours
Clerk II	\$ 23.28	\$ 23.86	\$ 24.46
Finance Clerk II	\$ 23.28	\$ 23.86	\$ 24.46
Finance Clerk III	\$ 24.33	\$ 24.94	\$ 25.56
Student	\$ 16.03	\$ 17.16	

**Division 02 City Operations**

Position Title	Year 1	Year 2	Year 3
	2080 Hours	4160 Hours	6240 Hours

**Department I - Roadways**

Labourer	\$ 21.56	\$ 22.42	\$ 23.31
Equipment Operator I	\$ 24.33	\$ 24.94	\$ 25.56
Equipment Operator II	\$ 25.56	\$ 26.20	\$ 26.85
Equipment Operator III	\$ 28.48	\$ 29.19	\$ 29.92
Student Labourer	\$ 16.03	\$ 17.16	
Seasonal Labourer	\$ 20.04	\$ 21.37	\$ 21.74

**Department II - Utility Services**

Labourer	\$ 21.56	\$ 22.42	\$ 23.31
Pipelayer I	\$ 24.33	\$ 24.94	\$ 25.56
Pipelayer II	\$ 26.20	\$ 26.85	\$ 27.52
Pipelayer III	\$ 28.48	\$ 29.19	\$ 29.92
Meter Service Person	\$ 25.06	\$ 25.68	\$ 26.33
Equipment Operator I	\$ 24.33	\$ 24.94	\$ 25.56
Equipment Operator II	\$ 25.56	\$ 26.20	\$ 26.85
Equipment Operator III	\$ 28.48	\$ 29.19	\$ 29.92
Student Labourer	\$ 16.03	\$ 17.16	
Seasonal Labourer	\$ 20.04	\$ 21.37	\$ 21.74
Clerk II	\$ 23.28	\$ 23.86	\$ 24.46

**Department III - Fleet & Building Maintenance**

Clerk I	\$ 18.17	\$ 18.64	\$ 19.15
Building Caretaker	\$ 21.56	\$ 22.42	\$ 23.31
Fleet Maintenance I	\$ 26.59	\$ 27.26	\$ 27.94
Fleet Maintenance, Journeyman	\$ 38.38	\$ 39.34	\$ 40.33
Building Maintenance I	\$ 25.06	\$ 25.68	\$ 26.33
Building Maintenance II	\$ 28.48	\$ 29.19	\$ 29.92
Building Maintenance III Journeyman	\$ 38.38	\$ 39.34	\$ 40.33

**Department IV - Waste Management Facility**

WMF Attendant	\$	21.56	\$	22.42	\$	23.31
Equipment Operator II	\$	25.56	\$	26.20	\$	26.85

For vacation purposes only, the four departments shall be considered separate.

**Division 03 Treatment Plants**

Position Title	Year 1		Year 2		Year 3	
	2080 Hours		4160 Hours		6240 Hours	
Assistant Plants Operator	\$	25.06	\$	25.68		
Instrument Technician	\$	31.99	\$	32.79	\$	33.61
Plants Maintenance Mechanic	\$	26.59	\$	27.26	\$	27.94
Plants Operator I	\$	27.92	\$	28.62	\$	29.33
Plants Operator II	\$	29.62	\$	30.36	\$	31.12
Plants Operator III	\$	31.99	\$	32.79	\$	33.61
Plants Operator IV	\$	38.38	\$	39.34	\$	40.33
Plants Journeyman, Industrial	\$	38.38	\$	39.34	\$	40.33
Instrument Technician, Journeyman	\$	38.38	\$	39.34	\$	40.33

Plus one x hourly rate/day for on-call. When away from regularly scheduled work days (i.e. sickness, vacation) the on call rate will be pro-rated. Employees will be placed on wage scale in accordance with qualifications.

**Division 04 Parks and Recreation**

Position Title	Year 1		Year 2		Year 3	
	2080 Hours		4160 Hours		6240 Hours	
<b><u>Department I - Recreation</u></b>						
Arena Operator I	\$	23.28	\$	23.86	\$	24.46
Arena Operator II	\$	27.92	\$	28.62	\$	29.33
Facility Operator (f. Maintenance)	\$	23.28	\$	23.86	\$	24.46
Facility Operator (Floater)	\$	23.28	\$	23.86	\$	24.46
Facility Attendant	\$	16.03	\$	16.22	\$	16.76
Clerk II	\$	23.28	\$	23.86	\$	24.46
Clerk III (f. Scheduler)	\$	24.33	\$	24.94	\$	25.56
<b><u>Art Galleries</u></b>						
Art Gallery Associate	\$	18.17	\$	18.64	\$	19.15
Senior Gallery Assistant	\$	21.56	\$	22.42	\$	23.31
Senior Gallery Assistant / Archivist	\$	23.28	\$	23.86	\$	24.46
<b><u>Swimming Pool</u></b>						
Assistant Lifeguard	\$	18.14				
Lifeguard	\$	18.27				
Aquatic Instructor	\$	18.57				

Lifeguard/Instructor	\$	18.65			
Aquatic Team Leader (f. Lead Hand)	\$	21.58	\$	22.22	\$ 22.85
Head Team Leader (f. Supervisor)	\$	23.28	\$	23.86	\$ 24.46
Aquatics Operator I	\$	23.28	\$	23.86	\$ 24.46
Aquatics Operator II	\$	27.92	\$	28.62	\$ 29.33
Clerk II	\$	23.28	\$	23.86	\$ 24.46
Clerk I	\$	18.17	\$	18.64	\$ 19.15

**Summer Programs**

Summer Program Leader	\$	15.31			
Summer Senior Program Leader	\$	15.68			
Summer Assistant Program Coordinator	\$	17.16			
Seasonal Labourer	\$	20.04	\$	21.37	\$ 21.74

**Department II - Parks/Cemeteries/Urban Forestry**

Arborist	\$	28.48	\$	29.19	\$ 29.92
Parks Assistant I	\$	21.56	\$	22.42	\$ 23.31
Parks Assistant II	\$	23.28	\$	23.86	\$ 24.46
Parks Assistant III	\$	25.06	\$	25.68	\$ 26.33
Parks Assistant IV	\$	26.59	\$	27.26	\$ 27.94
Student Labourer	\$	16.03	\$	17.16	
Seasonal Labourer	\$	20.04	\$	21.37	\$ 21.74

**Division 05 Technical**

Position Title	Year 1		Year 2		Year 3	
	2080 Hours		4160 Hours		6240 Hours	
Engineering Technologist	\$	31.99	\$	32.79	\$	33.61
Information Technologist	\$	31.99	\$	32.79	\$	33.61

**Division 06 Protective Services**

Position Title	Year 1		Year 2		Year 3	
	2080 Hours		4160 Hours		6240 Hours	
Protective Services Clerk	\$	26.20	\$	26.85	\$	27.52

Employee must have power engineering Class V or higher certification to move into Building Maintenance II position.

**Premiums:**

1. Lead Hand, Pesticides \$2.00 per hour (while directing crews of three or more).
2. Pesticide \$2.00 per hour (fully licensed employees while assigned by the City and while applying pesticides and herbicides for which the license is required).
3. Cement Finisher \$1.00 per hour.

**Jan. 1 - Dec. 31, 2024 Wages**

**Division 01 Administration and Clerical**

Position Title	Year 1	Year 2	Year 3
	2080 Hours	4160 Hours	6240 Hours
Clerk II	\$ 23.77	\$ 24.36	\$ 24.97
Finance Clerk II	\$ 23.77	\$ 24.36	\$ 24.97
Finance Clerk III	\$ 24.84	\$ 25.46	\$ 26.10
Student	\$ 16.36	\$ 17.52	

**Division 02 City Operations**

Position Title	Year 1	Year 2	Year 3
	2080 Hours	4160 Hours	6240 Hours

**Department I - Roadways**

Labourer	\$ 22.01	\$ 22.89	\$ 23.80
Equipment Operator I	\$ 24.84	\$ 25.46	\$ 26.10
Equipment Operator II	\$ 26.10	\$ 26.75	\$ 27.42
Equipment Operator III	\$ 29.08	\$ 29.80	\$ 30.55
Student Labourer	\$ 16.36	\$ 17.52	
Seasonal Labourer	\$ 20.46	\$ 21.82	\$ 22.19

**Department II - Utility Services**

Labourer	\$ 22.01	\$ 22.89	\$ 23.80
Pipelayer I	\$ 24.84	\$ 25.46	\$ 26.10
Pipelayer II	\$ 26.75	\$ 27.42	\$ 28.10
Pipelayer III	\$ 29.08	\$ 29.80	\$ 30.55
Meter Service Person	\$ 25.58	\$ 26.22	\$ 26.88
Equipment Operator I	\$ 24.84	\$ 25.46	\$ 26.10
Equipment Operator II	\$ 26.10	\$ 26.75	\$ 27.42
Equipment Operator III	\$ 29.08	\$ 29.80	\$ 30.55
Student Labourer	\$ 16.36	\$ 17.52	
Seasonal Labourer	\$ 20.46	\$ 21.82	\$ 22.19
Clerk II (f. Secretary)	\$ 23.77	\$ 24.36	\$ 24.97

**Department III - Fleet & Building Maintenance**

Clerk I	\$ 18.55	\$ 19.03	\$ 19.56
Building Caretaker	\$ 22.01	\$ 22.89	\$ 23.80
Fleet Maintenance I	\$ 27.15	\$ 27.83	\$ 28.52
Fleet Maintenance, Journeyman	\$ 39.19	\$ 40.17	\$ 41.17
Building Maintenance I	\$ 25.58	\$ 26.22	\$ 26.88
Building Maintenance II	\$ 29.08	\$ 29.80	\$ 30.55
Building Maintenance III Journeyman	\$ 39.19	\$ 40.17	\$ 41.17

**Department IV - Waste Management Facility**

WMF Attendant	\$	22.01	\$	22.89	\$	23.80
Equipment Operator II	\$	26.10	\$	26.75	\$	27.42

For vacation purposes only, the four departments shall be considered separate.

**Division 03 Treatment Plants**

Position Title	Year 1		Year 2		Year 3	
	2080 Hours		4160 Hours		6240 Hours	
Assistant Plants Operator	\$	25.58	\$	26.22		
Instrument Technician	\$	32.66	\$	33.48	\$	34.31
Plants Maintenance Mechanic	\$	27.15	\$	27.83	\$	28.52
Plants Operator I	\$	28.51	\$	29.22	\$	29.95
Plants Operator II	\$	30.24	\$	31.00	\$	31.77
Plants Operator III	\$	32.66	\$	33.48	\$	34.31
Plants Operator IV	\$	39.19	\$	40.17	\$	41.17
Plants Journeyman, Industrial	\$	39.19	\$	40.17	\$	41.17
Instrument Technician, Journeyman	\$	39.19	\$	40.17	\$	41.17

Plus one x hourly rate/day for on-call. When away from regularly scheduled work days (i.e. sickness, vacation) the on call rate will be pro-rated. Employees will be placed on wage scale in accordance with qualifications.

**Division 04 Parks and Recreation**

Position Title	Year 1		Year 2		Year 3	
	2080 Hours		4160 Hours		6240 Hours	
<b>Department I - Recreation</b>						
Arena Operator I	\$	23.77	\$	24.36	\$	24.97
Arena Operator II	\$	28.51	\$	29.22	\$	29.95
Facility Operator (f. Maintenance)	\$	23.77	\$	24.36	\$	24.97
Facility Operator (Floater)	\$	23.77	\$	24.36	\$	24.97
Facility Attendant	\$	16.36	\$	16.56	\$	17.11
Clerk II	\$	23.77	\$	24.36	\$	24.97
Clerk III ( f. Scheduler)	\$	24.84	\$	25.46	\$	26.10
<b>Art Galleries</b>						
Art Gallery Associate	\$	18.55	\$	19.03	\$	19.56
Senior Gallery Assistant	\$	22.01	\$	22.89	\$	23.80
Senior Gallery Assistant / Archivist	\$	23.77	\$	24.36	\$	24.97
<b>Swimming Pool</b>						
Assistant Lifeguard	\$	18.52				
Lifeguard	\$	18.65				
Aquatic Instructor	\$	18.96				

Lifeguard/Instructor	\$ 19.04		
Aquatic Team Leader (f. Lead Hand)	\$ 22.03	\$ 22.68	\$ 23.33
Head Team Leader (f. Supervisor)	\$ 23.77	\$ 24.36	\$ 24.97
Aquatics Operator I	\$ 23.77	\$ 24.36	\$ 24.97
Aquatics Operator II	\$ 28.51	\$ 29.22	\$ 29.95
Clerk II	\$ 23.77	\$ 24.36	\$ 24.97
Clerk I	\$ 18.55	\$ 19.03	\$ 19.56

### **Summer Programs**

Summer Program Leader	\$ 15.63		
Summer Senior Program Leader	\$ 16.01		
Summer Assistant Program Coordinator	\$ 17.52		
Seasonal Labourer	\$ 20.46	\$ 21.82	\$ 22.19

### **Department II - Parks/Cemeteries/Urban Forestry**

Arborist	\$ 29.08	\$ 29.80	\$ 30.55
Parks Assistant I	\$ 22.01	\$ 22.89	\$ 23.80
Parks Assistant II	\$ 23.77	\$ 24.36	\$ 24.97
Parks Assistant III	\$ 25.58	\$ 26.22	\$ 26.88
Parks Assistant IV	\$ 27.15	\$ 27.83	\$ 28.52
Student Labourer	\$ 16.36	\$ 17.52	
Seasonal Labourer	\$ 20.46	\$ 21.82	\$ 22.19

### **Division 05 Technical**

Position Title	Year 1	Year 2	Year 3
	2080 Hours	4160 Hours	6240 Hours
Engineering Technologist	\$ 32.66	\$ 33.48	\$ 34.31
Information Technologist	\$ 32.66	\$ 33.48	\$ 34.31

### **Division 06 Protective Services**

Position Title	Year 1	Year 2	Year 3
	2080 Hours	4160 Hours	6240 Hours
Protective Services Clerk	\$ 26.75	\$ 27.42	\$ 28.10

Employee must have power engineering Class V or higher certification to move into Building Maintenance II position.

**LETTER OF UNDERSTANDING #1**

**Between: The City of North Battleford**

**And: Canadian Union of Public Employees, Local #287**

**RE: Retroactivity/Retroactive Payments for Retired and Laid Off Employees**

\*\*\*\*\*

All Employees on staff the date upon which the parties sign the Memorandum of Agreement shall be eligible for retroactive wage adjustments based on all paid hours, effective January 1, 2020. Employees who are eligible for retroactive wage adjustment pay shall have such amounts paid in a “non-pay period” week, to be paid as an equivalent to a “separate cheque”. Employees who have retired shall be eligible for retroactive wage increases based on all paid hours up to and including the date of retirement.

Any Employee who has been laid off and is unable to maintain employment and is not on staff as of the date upon which the parties sign the Memorandum of Agreement, shall be eligible for retroactive wage increases based on all paid hours up to and including the date of layoff.

The estates of Employees who have passed away shall be eligible for retroactivity. The City shall contact the estate by way of written letter and accompanying form to be returned to make any claim for retroactivity.

Except as otherwise provided in this Collective Agreement, all Articles become effective the date of signing of the Collective Agreement.

Date: December 7, 2021



**LETTER OF UNDERSTANDING #2**

**Between: The City of North Battleford**

**And: Canadian Union of Public Employees, Local #287**

**RE: Quarterly Union/Management Meetings**

\*\*\*\*\*

Local 287, CUPE and the City of North Battleford agree that quarterly Union/Management meetings will be held beginning in January, 2000.

It is agreed further that:

1. Union/Management Committee will not deal with matters of interpretation of the Collective Agreement nor in any way deal with matters involving amendments to, deletions from, or additions to the Collective Agreement. The Committee will address matters of mutual interest which will result in better communications, improved working conditions, and improved operational efficiency.
2. There will be equal representation of each of the parties on the Committee which meets and will be limited to four Union and four management personnel at this time.
3. No member of the Union/Management Committee will suffer loss of straight time pay for participating on this Committee and the Committee will normally meet during the "regular" working hours of the majority of its members.
4. The first order of business for the Committee will be Terms of Reference for such meetings.

Date: December 7, 2021

**LETTER OF UNDERSTANDING #3**

**Between: The City of North Battleford**

**And: Canadian Union of Public Employees, Local #287**

**RE: Joint Position Description Review Committee**

\*\*\*\*\*

1. The City and Union agree to form a Joint Position Description Review Committee with the purpose of reviewing and signing off on changes to the requisite qualifications and primary duties of all job descriptions as set out in Schedule "A". Meetings of the Committee will occur on the Employer's time with no loss of pay or benefits incurred by representatives of the Committee. It is agreed that the Committee will not have more than one person from each department or facility.
2. The parties agree that no Employee will have their hours of work or pay reduced as a result of this review.
3. During the review, the Committee will engage with the affected departments to receive their input and to ensure the amended job descriptions accurately reflect the requirements of the job and needs of the City's operations.
4. The Committee will be guided by the intent of Article 13.12 – Advancement Upon Certification/Qualifications to communicate clearly the changes to job requirements in order to achieve advancement within their respective division.
5. The Committee will also undertake a review of Article 25 – Division and Employee Classification and agree to negotiate any necessary revisions therein where necessary, in a separate Letter of Understanding, resulting from this review.
6. The Committee will further develop a training policy that clearly identifies what training is available and to whom and how each employee may apply to receive training to assist in their job advancement. Such policy must be approved by City Council.
7. The Committee agrees to identify and negotiate premiums where not currently provided for. All premiums that the Committee develops must be approved by City Council.
8. The Committee will develop Terms of Reference to further define the goals, objectives, composition and meetings of the Committee.
9. The parties agree that this work be assigned a priority with a view of completing the above within one (1) year from the signing of the Collective Agreement.

Date: December 7, 2021

**LETTER OF UNDERSTANDING #4**

**Between: The City of North Battleford**

**And: Canadian Union of Public Employees, Local #287**

**RE: Hybrid Position - Parks Assistant/Arena Operator**

\*\*\*\*\*

This letter of understanding is to document the agreement made with CUPE Local #287 on May 25, 2020 related to the Parks Assistant/Arena Operator hybrid positions and the agreement to allow for 2 (two) seasonal/contract positions to bridge into regular full-time positions.

1. After a review of the Parks and Cemetery (Division 004) and Recreation (Division 005) requirement needs by management, it was found that there were not enough workable hours to employ two (2) full-time status Arena Operator positions in their own occupation full-time.
2. It was found that there was a necessity to maintain regular maintenance at the Arenas (Recreation Division 005) and as such these two positions could augment the Parks and Cemetery (Division 004) in the Arenas (Division 005) off season.
3. It was agreed that if the two positions could "float" between the Parks and Cemetery (Division 004) and Recreation (Division 005) this would permit the employees to provide a continuum of service, effectively moving the individual from a forecasted seasonal/contract status to full-time status.
4. The positions will be classified in the Recreation (Division 005) as the majority of workable hours are employed in this division (60/40).
5. The positions will rotate from Parks and Cemetery (Division 004) from May to September and in Recreation (Division 005) from October to April. These timeframes are subject to variation as the Arena operation is effected by event engagements.
6. The current incumbent will have an opportunity to read and sign this Letter of Understanding and assuch, management will be hiring a qualified candidate to fill the role of the second.
7. The incumbents will receive their shift schedule change at least seven (7) days in advance prior to the exchange of department roles. The wages will reflect the held position and title.

Date: December 7, 2021

**SIGNING PAGE**

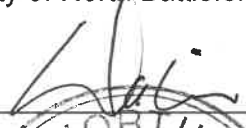
IN WITNESS WHERE OF the Parties hereto set their hands in agreement this 15<sup>th</sup> day of

December, 2021.

Executed on behalf of:

For the City of North Battleford:

For the Canadian Union of Public Employees,  
Local 287:

  
\_\_\_\_\_

  
*David Gillan Mayor*  
\_\_\_\_\_

  
\_\_\_\_\_

*Stacey Hedley, City Clerk*  
\_\_\_\_\_

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