

The Canadian Union of Public Employees, Local No. 59

Revisions to the Collective Agreement

January 24, 2020

Negotiations between the City and CUPE Local 59 started on July 10, 2019 and a Tentative Agreement was reached on January 24, 2020. The contract is for a term of four and one-half (4 ½) years from January 1, 2019 to June 30, 2023.

1. Wages

The following wage adjustments will be applied:

July 1, 2019	1.75%
April 1, 2020	1.60%
January 1, 2021	1.60%
January 1, 2022	1.95%

2. Term

The term of the agreement is for four and one-half (4 ½) years. The term is for the period January 1, 2019 to June 30, 2023.

3. Collective Agreement Changes

a) Article 12 – Grievance Procedure

The parties agreed to make improvements to the grievance procedure submission and response timelines. The most significant change is the time between an alleged infraction occurring and the date for the initial grievance meeting which increased from twenty-one (21) days to thirty (30) days. In addition, the amount of time a department head has to respond following a grievance meeting has been reduced from twenty-one (21) days to ten (10) days.

b) Article 13 – Discipline

The parties agreed that where an employee requests a written reprimand be removed from their employee file following a discipline free period of two (2) years, the Employer will respond to the employee's request within thirty (30) days. The request for removal will not be unreasonably denied by the Employer.

c) Article 16 – Seniority

The parties agreed to clarify the difference between a probationary period and a trial period. The probationary period is the first six (6) months that an individual is employed with the Employer, whereas the trial period is the first six (6) months that an existing employee works in a new or different position with the Employer. The changes also provide more clarity on when employees can exercise seniority while in a probationary or a trial period.

Where an employee accepts a position outside of the bargaining unit, the parties agreed to increase the period of retained seniority rights from one (1) year to eighteen (18) months.

d) Article 18 – Probationary Period and Trial Period

Additional language has been added to clarify that the probationary period will follow an employee from one position to another if the probationary period has not been completed.

In addition, language has been added to clarify that an employee's trial period is inclusive of certain types of absences such as an absence due to sick. In the case of a probationary period the six (6) month period is based on actual time at work.

e) Article 19 – Layoff and Recall

The parties agreed to change the Layoff and Recall provisions to enable the Employer to use email and other electronic methods to replace the current method of using register mail to recall employees for seasonal employment.

f) Article 26 – Shift Differential

The parties agreed to improvements to shift differential compensation.

Effective at the start of the first pay period, thirty days after July 1, 2021, the shift differential will increase by fifteen cents (\$0.15) per hour to one dollar and thirty-five cents (\$1.35 per hour), up from one dollar and twenty cents (\$1.20 per hour).

Effective at the start of the first pay period, thirty days after July 1, 2022, the shift differential will increase by another fifteen cents (\$0.15) per hour from one dollar and thirty-five cents (\$1.35 per hour) to one dollar and fifty cents (\$1.50 per hour).

g) Article 28 - Superior Duty Pay

The parties agreed to improve superior duty pay compensation as well as adding clarification when superior duty compensation is to be paid. Effective July 1,

2021, employees who are assigned task(s) that fall outside their scope of responsibility shall be paid a premium of seventy-five cents (\$0.75) per hour while performing the pre-approved task(s). This is an increase of fifteen cents (\$0.15) per hour over the current premium of sixty cents (\$0.60) per hour.

Additional language has been added to confirm that the current supervisory premium only applies when supervision is not considered to already fall within the employees' scope of responsibility.

Changes have also been made to the premium that is paid when employees are substantially performing the duties of a higher position. The provision now requires the employee to actually replace another employee in the higher position and not just substantially perform duties of the higher position. When an employee is assigned to replace another employee in a higher paid position the employee will be paid at one of the steps of the higher paid position. This premium must be at the lowest step of the higher paid position that provides for at least a 5% increase to their current salary.

New language has also been added to the premium for special project work. This provision now requires the project to have clearly defined goals, objectives, responsibilities, timelines, expected outcomes, and be related to a division goal in order for an employee to be eligible for the special project premium. The amount of the premium is dependent upon the complexity of the work and will be no less than 5% of their current salary.

h) Article 30 – Vacations

Employees who are not on probation and who carry a positive vacation balance may now use vacation credits as they are earned. Vacation approval is subject to operational requirements.

i) Article 32 – Parenting Leave

The parties have made changes to the parental leave provision to align with changes to the *Saskatchewan Employment Act* and the *Employment Insurance Act* in relation to maternity and parental leave entitlements. The waiting period has changed from two (2) weeks to one (1) week and the duration of the maternity leave has changed from eighteen (18) weeks to nineteen (19) weeks.

The supplemental benefit entitlement has also changed to reflect the change in the waiting period for Employment Insurance Benefits. The Employer will now pay ninety-five percent (95%) of the employee's regular salary for the one week waiting period and will pay the difference between the employee's Employment Insurance benefit and ninety-five percent (95%) of the employee's regular salary for an additional fourteen (14) weeks.

Previously, the Employer paid ninety-five percent (95%) of the employee's regular salary for the two week waiting period and paid the difference between the employee's Employment Insurance benefit and ninety-five percent (95%) of the employee's regular salary for a period of thirteen (13) weeks.

The provision has also been changed to align with the legislative changes associated with parental leave. An employees who is eligible for maternity or adoption leave shall be entitled to parental leave, without pay, for a period of up to fifty-nine (59) consecutive weeks which is an increase from the current thirty-four (34) weeks. An employee who has not taken maternity or adoption leave shall be entitled to parental leave, without pay, for a period of up to sixty-three (63) consecutive weeks which is an increase from the current thirty seven (37) weeks.

j) Letter re. Utilization of Sick Leave for Medical Appointments During Regular Working Hours Pilot

The Utilization of Sick Leave for Medical Appointments During Regular Working Hours Pilot has been extended whereby employees who are unable to schedule a medical appointment outside of their work time are granted time off during work with pay. This pay is drawn from the employee's available sick leave credits and for the term of this pilot, such time off cannot exceed a total of:

Calendar Period	Full-Time	Part-Time Seasonal
January 1, 2020 to December 31, 2020	8 hours	4 hours
January 1, 2021 to December 31, 2021	10 hours	5 hours
January 1, 2022 to December 31, 2022	10 hours	5 hours
January 1, 2023 to June 30, 2023	5 hours	2.5 hours

During the period of this pilot, when an employee reports sick during a regular work day, deduction from that employee's sick leave shall be on an hour for hour basis.

k) Letter of Intent re. Leisure Pass Discount

The parties agreed to extend the Leisure Pass Discount Pilot. The pilot allows CUPE 59 members fifty percent (50%) discount for Individual and Family Leisure passes.

l) Career Pathing Working Group

The parties agreed to continue the Career Pathing Working Group with the goal of finding improvements within the collective agreement that will enhance

promotion, transfer, and career pathing opportunities for employees and improve operational efficiencies.

m) Diversity and Inclusion Working Group

The parties agreed to continue the Diversity and Inclusion Working Group to discuss challenges and opportunities related to diversity and inclusion.

4. Housekeeping and Administrative Changes

Housekeeping changes in relation to the amendment of statutory titles and department titles.