The Canadian Union of Public Employees, Local No. 47 Revisions to the Collective Agreement March 28, 2023

Negotiations between the City and the Canadian Union of Public Employees (CUPE), Local No. 47, on the renewal of the 2017 – 2019 collective agreement commenced on June 27, 2022, and a tentative agreement was reached on March 23, 2023. The CUPE Local No. 47 ratified the tentative agreement on March 28, 2023.

The term of the agreement is for three-and-one-half (3.5) years, for the period January 1, 2020 to June 30, 2023. Terms of the new collective agreement include:

1. Wages

The following General Economic wage increases:

- April 1, 2020 1.60%
- January 1, 2021 1.60%
- January 1, 2022 1.95%
- No wage increase in 2023

2. Term

The term of the agreement is for three-and-one-half (3.5) years, for the period of January 1, 2020 to June 30, 2023.

3. <u>Collective Agreement Changes</u>

a) Article 5 – Union Security and Check Off
 A provision was added to require the union to provide advanced written notice when there are changes in union dues and/or special assessment deductions.

b) Article 7 – Seniority

The negotiated change clarifies that seniority continues to accrue during approved absences due to occupational and non-occupational illness or injury.

c) Article 9 – Statutory Holidays

The statutory holiday article was changed to include the National Day for Truth and Reconciliation as a statutory holiday.

The 2017-2019 collective agreement contained two separate time banks: a "statutory holiday" time bank to a maximum of 300 hours and an "overtime" time bank to a maximum of 200 hours. A change was made to combine these separate banks into one time bank. Employees' banked time may not

exceed five hundred (500) hours and any banked time, in excess of four hundred (400) hours on December 31, will be paid out on the following pay period. This change also required an amendment to Article 16 – Overtime.

d) Article 10 – Annual Vacation

The negotiated change standardizes the annual vacation request and approval process. The negotiated change also clarifies that requests will be approved based on operational requirements and the condition that the vacation time will not result in planned overtime.

e) Article 11 – Sick Leave

A negotiated change was made to clarify that the Guidelines for Administration of CUPE Sick Bank will not be changed without mutual agreement by the City and the union.

f) Article 14 – Grievances

A provision was added to require the union to utilize the City's grievance management system for entering, responding to and advancing grievances.

A provision was also added to permit the parties, upon mutual agreement, to utilize a single arbitrator or other forms of dispute resolution, such as mediation.

g) Article 16 - Overtime

The change clarifies that in the absence of a manager, the Operator or management designate has the authority to request an employee to work overtime.

h) Article 21 – Parenting Leaves

A number of changes were made to the parenting leave provisions to bring the current collective agreement language in line with the changes to The Saskatchewan Employment Act and the Federal Employment Insurance – Maternity and Parental Benefits. The changes relate to eligibility, waiting periods and leave entitlements.

Changes were made to clarify that employees accumulate unpaid vacation credits while on the protected leave, and the time in which the employee is on the protected leave counts as accumulated service towards their vacation entitlement.

A change was made to clarify that upon return from the protected leave, the employee will return to their former or comparable position and that the leave will count as service towards the employee's increase in their annual wage increment. The applicable annual wage increment is effective upon the employee's return to work.

- i) Article 31 Superannuation and Retirement
 An update was made to the retirement plan name to The City of Saskatoon General Superannuation Plan (The General Plan).
- j) Article 34 Premium Pay
 The parties agreed to improve the shift differential.

Effective January 1, 2020, shift differential will be increased from one dollar (\$1.00) per hour to one dollar and fifty cents (\$1.50) per hour.

k) Salary Schedules

The negotiated change replaces the current salary schedule format with two separate schedules; a schedule that lists the classifications and associated grades and the second schedule lists the pay grades and applicable wage for that pay grade.

A provision was included to capture agreement by the parties that classifications will be updated to reflect any relevant changes.

- I) Interpersonal violence and sexual violence leave (letter of intent)
 The City agreed to develop a process and information document for
 employees when requesting leave pertaining to interpersonal violence and
 sexual violence.
- m) Letters of Expectation (letter of understanding)

 The LOU addresses letters of expectation (non-disciplinary). When a letter of expectation is issued to an employee, management will discuss the performance or behavioural matter at a subsequent performance review.

After twelve (12) months of employment following a letter of expectation, exclusive of all absences and during which no discipline occurs, on request of the employee, the letter of expectation may be removed from the employee's personnel file.

4. Housekeeping Changes

Housekeeping changes in relation to position titles and gender-neutral language.