

**The Canadian Union of Public Employees, Local No. 59
Revisions to the Collective Agreement
September 18, 2024**

Negotiations between the City and CUPE Local 59 started on September 19, 2023 and a Tentative Agreement was reached on September 9, 2024. The Tentative Agreement was voted down by the membership. The parties returned to the bargaining table and reached a second Tentative Agreement on September 18, 2024. The second tentative agreement was ratified by the Union on September 23, 2024.

The contract is for a term of five and one-half (5 ½) years from July 1, 2023 to December 31, 2028.

1. Wages

The following wage adjustments will be applied:

January 1, 2024	3.00%
January 1, 2025	2.50%
January 1, 2026	2.50%
January 1, 2027	2.50%
January 1, 2028	3.00%

Retroactivity of wages and benefits, as set out in the Tentative Agreement, are limited to employees actively employed by the City or who retired during the applicable period of retroactivity, including employees on furlough and approved leaves of absence, as at the date the tentative agreement is ratified by both parties.

2. Term

The term is for the period July 1, 2023 to December 31, 2028. The term of the agreement is for five and one-half (5 ½) years.

3. Collective Agreement Changes

a) Article 3 – Employees Defined

Employees in this bargaining unit are currently categorized into four (4) employee definitions. The permanent part-time employee definition includes part-time employees as well as employees who are on an available list and/or call-in-list. The change results in the category of permanent part-time being limited to permanent part-time employee and a new category being added called “casual

employees”. The casual employee category will include employees on an available part-time list and/or call-in-list. The new definitions are:

- i. Permanent Full-Time Employees
- ii. Permanent Part-Time Employees
- iii. Seasonal Employees
- iv. Temporary Employees
- v. Casual Employees

The parties have also clarified when “service” accumulates or when service does not.

b) Article 5 – Maintenance of Membership and Check - Off

This change provides the City with a reasonable period of time to implement changes to Union dues deductions in the system. The Union must provide the City with 30 days’ advanced notice if there is any changes in the dues or special assessments to be deducted. Where a system configuration is required, the Union must provide the City with 60 days’ advanced notice.

c) Article 6 – No Discrimination – Fair Employment Practice

The change confirms the parties’ commitment to having a workforce that is representative of our community.

d) Article 12 – Grievance Procedure

The change confirms the parties’ agreement to use a grievance case management tool (Sodales) to file, advance and respond to grievances.

e) Article 15 – Notice of Termination

Article 15 sets out the minimum notice period required in the event of a termination of an employee who has passed probationary. The provision has been changed to provide for the minimum notice required under the *Saskatchewan Employment Act*, where the notice requirement under the *Saskatchewan Employment Act*, is superior to the notice period set out in Article 15.

f) Article 16 – Seniority

The parties agreed to change from hours-based seniority to service date-based seniority (date of hire). The language has also been amended to provide clarity on when seniority accumulates or when it is lost.

g) Article 17 – Vacancies and Promotion

The parties support permanent employees who moves to a temporary position that is in a higher classification, by protecting their rights in their permanent position.

The parties have also agreed to support permanent employees who move to a temporary position that is lateral or who demotes to a temporary position that is lower, by protecting their rights in their permanent position for a period of up to twenty-four (24) months after which they must return to their permanent position. Employees who return to their permanent position after a temporary position will not be able to bid on another temporary position for a period of two (2) years unless the temporary position is a promotion.

Employees who do not return to their permanent position at the end of the temporary position or within two years, whichever the lesser, will lose their right to return to the permanent position and the position will be posted permanent to provide other employees with the opportunity to have a permanent position. This change is intended to reduce in the number of temporary employees and the internal job churn.

h) Article 18 – Probationary Period and Trial Period

The parties agree that temporary employees who accept a temporary or permanent position will be subject to a six (6) month probationary period. If the employee is not considered capable during this period, they shall be terminated.

i) Article 19 – Layoff and Recall

The change improves the “bumping” rights for a permanent employee occupying a position that is abolishment.

j) Article 22 – Hours of Work

The parties agreed to amend working hours of specific areas to reflect current practices and operational needs.

k) Article 24 – Payment of Wages

The Employer agrees to provide reasonable notice to the employees and the Union in the event of a new pay period structure.

l) Article 26 – Shift Differential

Effective the start of the first pay period thirty days after July 1, 2025 the shift differential will increase to one dollar and sixty cents (\$1.60).

Effective the start of the first pay period thirty days after July 1, 2027 the shift differential will increase to one dollar and seventy cents (\$1.70).

m) Article 27 – Standby, Call- Back, Reporting to Work

For employees hired on or after October 1, 2024, who are designated to be on standby, must be available and fit to immediately report to work when required. The applicable job description(s) will be updated to reflect this requirement.

n) Article 29 – Public Holidays

The change adds the National Day for Truth and Reconciliation as a public holiday and any other public holiday declared by the City of Saskatoon, Provincial or Federal Government.

The Employer may designate certain employee workgroups to observe the public holiday on the actual day it falls or the observed or proclaimed day.

o) Article 30 – Vacations

The agreed change aligns the vacation accrual model with the SAP system and the “earn and burn” vacation model. The proposal also changes the seven (7) weeks’ vacation entitlement from one extra day for each year after 30 years to a maximum of 35 days to 5 extra days after 33 years of service to a maximum of 35 days. This change does not result in any additional vacation days. Both vacation models provide for 15 days of vacation during the five (5) year period.

The Vacation Pay Adjustment has been updated to include 7/52 pay for employees with seven (7) weeks vacation.

p) Article 31 – Sick Bank

Employees are permitted to use up to three (3) days per year of their accumulated sick leave credit to attend to the illness of a child or spouse/parent who resides with or is dependent on the employee.

q) Article 32 – Parenting Leave

The amendment clarifies that the employee who has given birth to a child is eligible for maternity leave and the supplemental top-up benefit.

r) Article 33 – Compassionate Leave

The title to this article has been changed from compassionate leave to ‘bereavement’ leave. Definition of immediate family members will now include grandparents.

s) Article 38 – Clothing

The current safety boot reimbursement is \$240 every two (2) years. Effective January 1, 2025, employees required to wear safety boots will receive \$260 reimbursement every two (2) years. Effective January 1, 2027, that reimbursement will increase to \$280.

t) Article 39 – Car Allowance

The parties have agreed to eliminate the flat rate car allowance. Employees will now be compensated in accordance with the Employee Travel Policy which provides for a variable car allowance based on the CRA mileage rate.

u) Article 41 – Severance Pay

The collective language has been updated to reflect the current practice of providing a severance payment to eligible seasonal employees when they leave the bargaining unit. The provision has been extended to include eligible permanent part-time employees who have completed ten (10) years of permanent part-time service.

v) Operator Rate of Pay – Operator Premium

Effective January 1, 2025, the following premium would be applied:

EQUIPMENT CLASSIFICATION	CURRENT RATE	NEW RATE
OPERATOR 1	\$6.10/HR	\$5.00/HR
OPERATOR 2	\$7.53/HR	\$7.50/HR
OPERATOR 3	\$7.83/HR	\$8.50/HR

This new operator premium structure results in a reduction in the Operator 1 rate for new employees by \$1.10 and a reduction in the Operator 2 rate for new employees by \$0.03. The Operator 3 rate will be increased by \$0.67.

The parties have also agreed to an Equipment Classification table updated to reflect pieces of equipment that employees operate to receive the premium pay based on equipment complexity rather than horsepower.

w) Cultural Days

The parties agree those employees may take up to two (2) days of unpaid leave each calendar year to participate in recognized ceremonial, cultural or spiritual events.

x) Diversity, Equity and Inclusion

The parties agree to implement a pilot program whereby the employer, in collaboration with the Union, will identify jobs wherein preference may be given to qualified members of a designated group (women, persons with disabilities, indigenous peoples and visible minorities).

In addition, the parties have agreed that in the event a vacancy is not filled due to a lack of internal qualified candidates, preference can be given to a members of a designated group based on “most qualified” for the position.

Finally, the parties continue the commitment to the Diversity and Inclusion Working Group and the Union also confirmed their commitment to participate on a multi-union, City-wide joint Diversity and Inclusion Working Group.

y) Health and Dental Commitment

The Union agrees to participate in the Request for Proposals (RFP) process to design a Health and Dental flex plan model. The cost of the benefit design at implementation will not result in an increase in the Union's aggregate membership contribution cost or result in an increase in the City's current aggregate contribution cost.

z) Sick Bank, LTD, Severance and Gain Sharing Commitment

The Union confirmed they are willing to continue ongoing conversations regarding alternative models for Sick Bank and Severance through the introduction of an LTD and Gain Sharing plan.

aa) Organizational Seniority Pilot

The Union has agreed that employees working in the "labourer" job classification are eligible to participate in the organizational seniority pilot. This will commence with new employees hired into this classification or employees currently working in the eligible classification of "Labourer" who elect to participate. This enables employees in this classification to use their seniority to bid on promotional opportunities they are qualified for in any bargaining unit that is signatory to this pilot.

ab) Be At Work Program

The parties agree to set up a joint Employee Support and Accommodation Committee (ESAC) to address and manage accommodation request and other related issues. This is intended to better manage absenteeism and support accommodation or return to work plan when required.

ac) Career Pathing

The parties agree to renew the career pathing memorandum from the previous collective agreement. The City/Union working group will develop joint recommendations regarding career pathing improvements to the collective agreement.

ad) Medical Appointments During Regular Working Hours Pilot

The parties agree to renew the medical appointment pilot from the previous collective agreement. This pilot permits employees to use up to ten (10) hours per year (five (5) hours for not-full time) of their accumulated sick leave credits to attend to medical appointments they cannot schedule outside their scheduled work time.

ae) Leisure Pass Subsidy for City Employees

The parties agree to renew the leisure pass subsidy pilot from the previous collective agreement. Eligible employees are entitled to a 50% discount all Individual and Family Leisure Passes.

4. Housekeeping and Administrative Changes

Housekeeping changes in relation to employee definitions, change from department to division, change in job titles.