

AGREEMENT

BETWEEN

THE REGINA UNION CENTRE

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL #650-01

CUPE / *Canadian Union
of Public Employees*

JANUARY 1, **2020** TO DECEMBER 31, **2023**

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ARTICLE 4 - NO DISCRIMINATION

The Employer agrees there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, social condition, gender identity and expression, family relationship, place of residence, by reason of his membership or activity in the Union, nor any other protected ground.

ARTICLE 5 – UNION SECURITY

- (a) Every new 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, and maintain membership in the Union as a condition of his employment, provided that any employee in the appropriate bargaining unit who is not required to maintain his membership or apply for and maintain his membership in the Union shall, as a condition of his employment, tender to the Union the periodic dues uniformly required to be paid by the members of the Union.
- (b) Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases of emergency, experimentation or instruction.

ARTICLE 6 – CONTRACTING OUT

In order to provide maximum job security to employees herein covered, the Employer agrees that any work currently done by employees (listed in Appendix “A”) will not be contracted out.

ARTICLE 7 – CHECKOFF

- (a) The Employer agrees to deduct each month the dues, initiation fees or assessments as set by the Union. The Employer will remit these amounts so deducted to the Secretary-Treasurer of Local 650 annually.
- (b) Along with the deductions, the Employer will provide:
 - i) A completed Union dues remittance form, and
 - ii) An electronic spreadsheet indicating the pay period covered by the deduction and the following information for all employees from whose wages the deductions have been made: name, employment status (such as full-time, part-time, casual), classification, regular earnings, hours worked, and dues deducted.

- (c) The Employer agrees to record all union dues paid in the previous year on the employee's income tax (T-4) slips.

ARTICLE 8 – NEGOTIATIONS

Any representative of the Union on the bargaining committee who is in the employ of the Employer shall have the right to attend meetings with the Employer held within working hours without loss of remuneration.

ARTICLE 9 – THE BOARD WILL ACQUAINT NEW EMPLOYEES

The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in Articles 5 and 7.

ARTICLE 10 – SENIORITY

- (a) Seniority is defined as the length of service in the bargaining unit.
- (b) Every employee shall accumulate seniority rights from the date of commencement of his original employment and such seniority shall continue to accrue during authorized leave of absence with or without pay.
- (c) Seniority lists shall be available to the Union.

ARTICLE 11 – PROBATIONARY PERIOD

Newly hired employees shall be on probation for a period of six (6) months from the date of hiring. Probationary employees shall be entitled to all rights and benefits of this Agreement, including recourse to the Grievance Procedure.

ARTICLE 12 – LAYOFF AND REHIRING

- (a) The Employer agrees that in the event of a layoff, employees shall be laid off in the inverse order of their seniority, and where it is necessary to rehire employees, former employees shall be re-employed in the inverse order in which they are laid off.
- (b) Employees laid off and who fail to return to work within ten (10) working days after being notified by registered mail to do so, shall be considered out of service and forfeit all seniority rights, unless through sickness or any other just cause agreed upon by the Employer and the Union.

- (c) Where a former employee is re-employed within one (1) year from date of any given layoff, such employee shall retain all previous service in connection with seniority, and other benefits based on length of service

ARTICLE 13 – VACANCIES AND NEW POSITIONS

- (a) When vacancies occur, or new positions are created, the Union shall be notified of such vacancy or new position at least fourteen (14) days prior to the filling of same.
- (b) Vacancies or new positions shall be filled on a basis of seniority, experience, and ability being sufficient to perform the duties required for the position to be filled. The successful applicant will be placed on probation for a period of six (6) months. Conditional on satisfactory service, such probation shall become permanent after that period. The name of the successful applicant shall be forwarded to the Union.
- (c) Where new positions are created or current positions reclassified, the Employer will advise the Union in advance of the nature of the position and the proposed wage or salary rate. In the event that the Union shall disagree with the said rate, then the same shall be negotiated between the Employer and the Union.

ARTICLE 14 – GRIEVANCE PROCEDURE

- (a) The Employer acknowledges the right of the Union to appoint or otherwise select a grievance committee.
- (b) Should a dispute arise between the Employer and any employee or the Union regarding the interpretation, meaning, operation or application of this agreement, or where an allegation is made that this Agreement has been violated, or should any other dispute arise, an earnest effort shall be made to settle the dispute in the following manner:

Step 1:

The Union shall first seek to settle the dispute with the Chairman of the Board. The Union will submit to the Chairman of the Board a written statement of complaint and redress sought and a hearing shall be held. The Chairman of the Board shall render his decision within five (5) working days after such hearing.

Step 2:

Failing agreement being reached in Step 1, application shall be made to the Board in writing through the Secretary of the Board and a hearing shall be granted within seven (7) working days of the date of application. The Board shall give its decision within seven (7) days of such hearing.

Step 3:

Any grievance which is not settled by the procedures set out above may be referred to a Board of Arbitration by either party to this agreement. Application for the establishment of a Board of Arbitration must be made by either party within sixty (60) calendar days from the date the decision of the Board is rendered.

The Board of Arbitration shall be set up in accordance with provincial legislation.

(c) Disputes Involving General Application or Interpretation

Where a dispute involving a question of dismissal for cause or of general application or interpretation occurs, the Board and the Union agree to bypass Step 1 of this Article.

(d) Replies to Grievances

Replies to grievances shall be in writing at all stages.

(e) Grievances Settled Within the Time Allowed

Grievances settled satisfactorily within the time allowed shall date from the time that the grievance was filed.

(f) Time Limit

The time limits fixed in the Grievance Procedure may be extended by consent of the parties to this Agreement.

(g) Witness

At any stage of the Grievance Procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses and all reasonable arrangements will be made to permit the conferring parties to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 15 – HOURS OF WORK

- (a) The normal hours of work shall be four (4) hours per day, twenty (20) hours per week, Monday to Friday, inclusive.
- (b) The **workday** shall consist of no more than four (4) hours in any one continuous nineteen (19) hour period (beginning at the start of the shift) and no more than five (5) days in each work week.

- (c) Casual employees utilized for sick relief, vacation relief, and for the relief for other leaves of absence covered by this collective agreement shall assume the hours of work of the regular employee that is being replaced.
- (d) Casual employees utilized for specific cleaning not in the regular duties or during the scheduled hours of work of the bargaining unit personnel shall be paid for a minimum of three (3) hours.

ARTICLE 16 – OVERTIME

- (a) All time worked beyond seven (7) hours in a twenty-four (24) hour period and/or thirty-five (35) hours in a calendar week shall be paid for at the rate of double the employee’s regular rate of pay.
- (b) All time worked on statutory holidays shall be paid at the rate of double the employee’s regular rate of pay.
- (c) An employee who is called out and required to work outside the regular working hours shall be paid at overtime rates, with a minimum of **two (2)** hours.
- (d) All overtime to be worked shall be authorized by a representative of the board of Directors of the Regina Union Centre Limited and such person so designated shall be communicated to the Union.

ARTICLE 17 – VACATIONS

- (a) Every employee shall receive an annual vacation with pay in accordance with credited service as follows:

YEARS OF SERVICE AS OF ANNIVERSARY DATE	VACATION
Less than five (5) years	Three (3) weeks
Six (6) years or more	Four (4) weeks
Ten (10) years or more	Five (5) weeks
Nineteen (19) years or more	Six (6) weeks

- (b) An employee leaving the service at any time before he/she has had his/her vacation shall be entitled to the proportionate payment of salary or wages in lieu of such vacation.
- (c) The employee shall give a minimum of thirty (30) days’ notice in writing as to the date he/she will be taking their vacation leave.
- (d) The present incumbent’s total service with the Employer shall be recognized with respect to vacation entitlement.

ARTICLE 18 - STATUTORY HOLIDAYS

- (a) All employees shall have the following statutory holidays off with pay at the regular rate of pay:

New Year's Day	Family Day
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Dominion Day	Christmas Day
Saskatchewan Day	Boxing Day

- Float Day (to be used at the discretion of employee)

And any other day so proclaimed by federal, provincial or municipal governments.

- Employee must give ten (10) days' prior notice.

- (b) The Float Day must be used prior to the end of the calendar year and cannot be carried over into the next calendar year.
- (c) When any of the aforementioned holidays fall during an employee's vacation or days off, such employee shall be entitled to an additional day off with pay at a time mutually agreed to.

ARTICLE 19 – SICK LEAVE

- (a) Sick leave means the period of time an employee is absent from work with full pay due to personal illness or disablement, or because of an accident for which compensation is not payable under the Workers' Compensation Act.
- (b) **Employees Hired Prior to April 30, 2021**
- Sick leave shall be earned by an employee at the rate of one and one-half (1 1/2) days for every month of service. Unused sick leave credits shall accumulate to a maximum of two hundred (200) working days.
 - An employee, upon severance of employment with the Union Centre, except by dismissal and with at least thirty (30) days sick leave credit upon severance of employment with the Regina Union Centre Limited, shall be paid his/her rate of pay in the amount of fifty percent (50%) of all accumulated sick leave the employee may have to his/her credit or seventy-eight (78) days, whichever is the lesser (i.e. 29 days – no credit, 30 days credit – payment 15 days, 156 days credit – 78 days' pay).

(c) **Employees hired After April 30, 2021**

- i) Sick leave shall be earned by an employee at the rate of one and one-half (1 1/2) days for every month of service. Unused sick leave credits shall accumulate to a maximum of **seventy-two (72)** working days.
- ii) An employee, upon severance of employment with the Union Centre, except by dismissal and with at least thirty (30) days sick leave credit upon severance of employment with the Regina Union Centre Limited, shall be paid his/her rate of pay in the amount of fifty percent (50%) of all accumulated sick leave the employee may have to his/her credit or **seventy-two (72)** days, whichever is the lesser.

In order to qualify for the sick leave payout, an employee must provide **forty-five (45)** days' notice when the employee intends to leave the employ of the company. The employee cannot use vacation during the last **thirty (30)** days of this notice period.

- (d) Employees shall qualify for sick leave benefits commencing the first day of any one illness. Employees shall, at the request of the Employer, produce a medical certificate.

The employee may be required to provide a medical certificate, to the Employer's satisfaction, to verify entitlement to sick leave for any continuous period of sick leave longer than ten (10) working days. The employee may be required to follow the return-to-work provisions of this agreement if a continuous sick period of ten (10) days or longer is taken.

(e) **Medical Information**

It will be the responsibility of the employee returning to work or who requires an accommodation to provide the Employer with medical evidence of the limitations associated with the disability. The Employer may request an independent medical examination at the Employer's expense.

The procedure to determine that an employee is fit to perform the duties of his/her job or modified work must be made in such a way as to protect the confidentiality of the employee's medical information, which shall be limited to:

- i) a prognosis for recovery, with or without limitation;
- ii) a clear opinion as to the employee's fitness to return to work;
- iii) an opinion as to the employee's fitness to perform the specific duties of his or her current job or the accommodation being considered;
- iv) how long any limitations may last.

ARTICLE 20 LEAVE OF ABSENCE

20.01 Union Leave

- (a) The Employer agrees representatives of the Union will be granted permission to leave their employment temporarily in order to carry on negotiations with the employer with respect to a grievance, and they shall suffer no loss of pay for the time so spent.
- (b) Leave of Absence without pay, but without loss of seniority, shall be granted upon request to the Employer to employees **elected** or appointed to represent the Union at union conventions, conferences, etc.
- (c) Any employee who is elected or selected for a part-time or full-time position with the Union or anybody with which the Union is affiliated or who is elected to public office, shall be granted leave of absence without pay but without loss of seniority by the Employer for a period of up to one year. This period may be extended by the Employer at the end of each year.

20.02 Jury Duty

When an employee is subpoenaed for jury duty or as a court witness, he shall not suffer any loss of salary or wages whilst so serving.

20.03 Quarantine

Salary for time lost due to compulsory quarantine shall be paid to employees when certified by a public health office.

20.04 Maternity, Parental, Adoption Leave

Maternity, Parental, or Adoption Leave shall be granted to employees in accordance with provincial legislation.

20.05 Compassionate/Bereavement Leave

- (a) An employee shall be granted a maximum of three (3) days, plus reasonable traveling time, without loss of salary or wages in the case of death in the immediate family. One-half (1/2) days may be granted without loss of salary or wages to permit an employee to attend a funeral as a pallbearer or mourner, provided such employee has the approval of the Employer.
- (b) Leave for critical illness of members of the immediate family be paid for three (3) days and any period over this to be charged to the sick leave account, up to and not exceeding seven (7) days.

- (c) "Immediate Family" is defined to be: parent, child, spouse, parent of spouse, brother, sister, grandparent, grandparent of spouse, brother-in-law, sister-in-law, daughter-in-law, son-in-law, and grandchild.

20.06 General Leave

The Employer shall grant leave of absence without pay and without loss of seniority for purposes other than those specifically mentioned elsewhere in this Article to an employee requesting such leave. The request is to be in writing outlining all relevant circumstances.

ARTICLE 21 – OCCUPATIONAL HEALTH AND SAFETY

21.01 Health and Safety Concerns

The Building Manager and bargaining unit employee(s) will have regular discussions and meet as needed to discuss Occupational Health and Safety matters, concerns and potential training needs.

21.02 Employee Training in Health and Safety

It is the responsibility of the Employer to provide adequate Occupational Health and Safety training for each employee.

- (a) Level 1 Occupational Health and Safety training and any other training that pertains to the job will be offered and paid for by the Employer. It will be the responsibility of the employee to attend this training outside of work hours.
- (b) Training to include general orientation at the workplace and specific training of the work area.
- (c) Training shall cover all employees.
- (d) The membership shall be instructed in all new equipment, substances, procedures and structures.

21.03 Protection from Hazardous Work

The Employer will provide to the Union, the Material Safety Data Sheets (MSDS) on all substances used in the workplace. The employees will not be required to engage in any activity or be exposed to any substance and/or procedure that is considered to be hazardous or dangerous by the Occupational Health and Safety Division of Saskatchewan.

21.04 No Discipline

The Employer will not discharge or otherwise discriminate against any worker for participating in health and safety activities or for exercising any rights provided by this Agreement.

21.05 Working Alone

Should the Employer require an employee to work alone, the Employer shall provide the following:

- (a) Adequate visibility and lighting at each outside entrance to enable the worker to see who is at the front door without opening the door.

21.06 First Aid

Adequate first aid supplies shall be provided in all work areas. The first aid kit, supplies and emergency telephone numbers shall be located in the basement maintenance room. A book for the purpose of documenting all accidents and/or illnesses shall be available at all first aid stations.

ARTICLE 22 – PAYMENT OF WAGES AND ALLOWANCES

Employees shall be paid all wages and allowances on the last business day of the month. On each pay day, employees shall be provided with an itemized statement of their wages, overtime and other supplementary pay and deductions. Payment shall include all regular pay and all premium pay earned for the pay period.

Any shortage in pay resulting from the incorrect payment of wages shall be rectified as soon as possible.

ARTICLE 23 – WORKERS' COMPENSATION

- (a) If an employee is injured while performing his/her duty to the Employer and the injury is compensable under the Workers' Compensation Act, the Employer will supplement the award of the Workers' Compensation Board by such an amount that the worker's Compensation Board award, together with the supplementation will equal the employee's regular wage for a period not exceeding one (1) year.

ARTICLE 24 – PLURAL OR FEMININE TERMS

Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine had been used where the context of the party or parties hereto so require.

ARTICLE 25 CHANGES IN AGREEMENT

Any changes deemed necessary in this Agreement may be made by mutual agreement of the parties at any time during the currency of this Agreement.

ARTICLE 26 – RESOLUTIONS

Copies of all motions, resolutions and by-laws or rules and regulations adopted by the Employer which affect the members of this Union shall be forwarded to the Union.

ARTICLE 27 – TOOLS PROVIDED

Employees shall be provided with the tools of the trade at which they are employed as determined by the Employer.

ARTICLE 28 – CLASSIFICATION AND SALARY SCHEDULE

Cleaner – Caretaker: Effective: January 1st, 2020
\$22.54/hr

Effective: January 1st, 2021
\$22.99/hr

Effective: January 1st, 2022
\$23.45/hr

Effective: January 1st, 2023
\$23.92/hr

Retroactivity

All employees, including those who retired or resigned on or after January 1, 2020, shall be entitled to back payment of wages.

ARTICLE 29 – TERM OF AGREEMENT

This Agreement shall be effective from January 1, 2020 and shall remain in force and effect until December 31, 2023 and thereafter from year to year, but either party may, not less than sixty (60) days nor more than one-hundred twenty (120) days prior to the anniversary date hereof, give notice in writing to the other party to negotiate a revision thereof.

ARTICLE 30 - CASUAL EMPLOYEES

Casual employees as specified in Article 14 shall be covered by the terms of the Collective Agreement, excluding Articles 10, 11, 17, 18, 19, 20.05 and 23.

(See Letter of Understanding)

ARTICLE 31 - BOOT AND CLOTHING ALLOWANCE

(a) Boot Allowance:


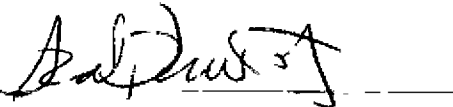

Effective January 1, 1994, a boot allowance of two hundred forty dollars (\$240.00) per year shall be paid to employees in two (2) equal semi-annual installments, payable on June 30 and December 31 of each year. For periods of less than six (6) months, the allowance will be paid at twenty dollars (\$20.00) for each month in which the employee is entitled to receive pay for ten (10) or more days.

(b) Protective Clothing Allowance:

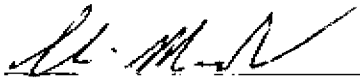
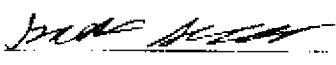
Effective January 1, 1994, a protective clothing allowance of two hundred forty dollars (\$240.00) per year shall be paid to employees in two (2) equal semi-annual installments, payable on June 30 and December 31 of each year. For periods of less than six (6) months, the allowance will be paid at twenty dollars (\$20.00) for each month in which the employee is entitled to receive pay for ten (10) or more days.

DATED AT THE CITY OF REGINA, SASKATCHEWAN, THIS 8 DAY OF
March, 2022

FOR THE EMPLOYER:

FOR THE UNION:

LETTER OF UNDERSTANDING

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 650




AND

REGINA UNION CENTRE

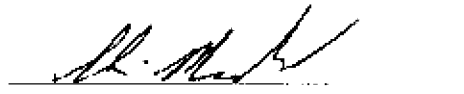
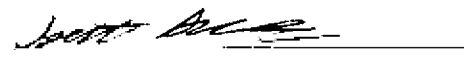

Effective September 1, 1991, casual employees shall accumulate seniority on the basis of all actual hours worked and said seniority shall apply only for the purposes of Article 13 – Vacancies and New Positions.

DATED AT THE CITY OF REGINA, SASKATCHEWAN, THIS 8 DAY OF
March, 2022

FOR THE EMPLOYER:

FOR THE UNION:

LETTER OF UNDERSTANDING

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 650

AND

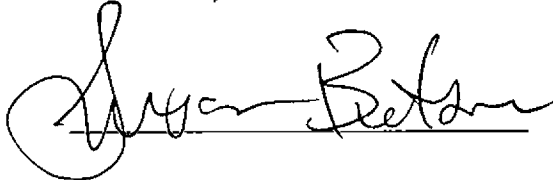

REGINA UNION CENTRE

The company and the union recognize bookings for the meeting room may happen on short notice, cleaning will be required for common areas after these short notice bookings, and this cleaning may be required on weekends. The company will provide as much notice as possible for these short notice bookings. Should this work be required on the weekend, or not during regular scheduled shifts, the extra work will be paid at regular pay, and for a maximum of three (3) hours. If the short notice booking is on the weekend, the employees agree to ensure the common areas will be cleaned prior to the next use of the building. This work will not put an employee into an overtime position.

DATED AT THE CITY OF REGINA, SASKATCHEWAN, THIS 8 DAY OF
March, 2022

FOR THE EMPLOYER:

FOR THE UNION:



Appendix "A"

Duties and Responsibilities of Cleaners

Monday through Friday

1. Garbage bags in offices/meeting rooms.
2. Dusting of cabinets/furniture if cleared.
3. Cleaning of bathrooms (upstairs and downstairs).
4. Dry mop and wet mop of floors.
5. Vacuuming of carpets in offices/hallways.
6. Clean and reset meeting room.
7. Tidy up kitchen downstairs (not responsible for dishes).
8. Daily check fridge for operation.
9. Making sure building is open for meetings in the evenings. Returning to lock-up and set the alarm (Monday to Friday). If the meeting goes longer than the scheduled time, the cleaner is not responsible to return to lock up or clean the meeting room until the start of the next regular shift.
10. First of month put chemicals in sewage pit.
11. Change light bulbs not above **ten (10)** feet (notify manager when supplies low).
12. Order and pick up janitorial supplies.
13. Clean interior windows semi-annual or as needed.
14. Notify manager of deficiencies when noticed (ballast out, etc.).
15. Notify manager immediately if any **maintenance of building items** are required. (carpet cleaning, wax removal and re-waxing floors, electrical, plumbing and heating).
16. Every **three (3)** months clean the interior of the oven in the downstairs kitchen area. Cleaner is permitted to dispose of **any/all** materials left in the downstairs kitchen and meeting room once the group using the room is finished. (The group renting the room may rent room for multiple days.)
17. Every **six (6)** months wash public area walls, (including, but not limited to, hallways, entrance ways, bathrooms, meeting rooms, and downstairs kitchen area). Cleaner is not responsible to clean cement walls, except for spot cleaning. Appropriate supplies will be provided by the Employer. Paint conditions are not the responsibility of the cleaner.
18. Once a week, perform visual check of all interior spaces of the building and report anything unusual or out of the ordinary.
19. **Any related duties required due to government issued health and safety orders.**
20. **Perform all other duties and tasks as assigned by management.**

Not Responsible For:

21. Cleaning of office coffee areas, dishes, fridge, etc.
22. Washing walls (except spot cleaning and as identified in the above section).
23. All exterior maintenance,
24. Maintenance of building (carpet cleaning, wax removal and re-waxing floors, electrical, plumbing and heating).
25. Removal of heavy items (furniture, heavy boxes, large items) [tenant's responsibility].