

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**CITY HALL ADMINISTRATIVE STAFF UNION – LOCAL 7**

***A Chartered Local of the Canadian Union of Public  
Employees***



**AND**

**MÖBIUS BENEFIT ADMINISTRATORS INC.**

**JANUARY 1, 2024 TO DECEMBER 31, 2026**

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THIS AGREEMENT made in duplicate this 17 day of May **2024** A.D.

BETWEEN

MÖBIUS BENEFIT ADMINISTRATORS INC.,  
Hereinafter called "Möbius"

of the First Part;

AND

THE CITY HALL ADMINISTRATIVE STAFF UNION, CUPE – LOCAL 7-01,  
of the Canadian Union of Public Employees,  
Hereinafter called "The union".

Of the Other Part:

## **PREAMBLE**

WHEREAS it is the desire of both parties of this agreement to maintain the existing harmonious relations between Möbius and the members of the union, to promote cooperation and understanding between Möbius and its employees, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages, to encourage economy of operation and elimination of waste, and to promote the morale, well-being and security of all the employees included in the bargaining unit represented by the union.

NOW THEREFORE to effectuate the foregoing, the parties hereto hereby mutually covenant and agree as follows:

## **ARTICLE 1 – DEFINITIONS**

In this agreement, unless the context otherwise requires, the expression:

- 1.1 "Board of Directors" means the Board of Directors of Möbius Benefit Administrators Inc.
- 1.2 "Casual employee" shall mean an employee in a non-permanent position which may be either full-time or less than full-time and is used to perform the following work, subject to **Article 10 - Relief of permanent employees who are absent from their regular duties due to vacation, extended illness or other approved leave of absence.**
  - (a) Project work with fixed commencement and completion dates.

- (b) Relief of an employee who has vacated a permanent position, subject to **Article 10.4**.
  - (c) Work that is not part of the permanent complement or less than full-time.
- 1.3 "CEO" means the appointed President and Chief Executive Officer of Möbius or authorized representative.
  - 1.4 "Director, Corporate Services" means the Director, Corporate Services or designate.
  - 1.5 "Director of the department" shall mean a person who is the head of a department or designate.
  - 1.6 "Home position" shall mean the last permanent position occupied by the employee in which they passed their probation period.
  - 1.7 "Hours of work" shall be governed by the Laws of the Province of Saskatchewan and Regulations thereunder except whereby agreement such hours of work respecting certain classes of employees may be less than are prescribed by the said statutes or regulations.
  - 1.8 "Möbius" means the corporation of Möbius Benefit Administrators Inc.
  - 1.9 "Overtime" shall, except as otherwise provided herein, have the meaning given in the Statutes of the Province of Saskatchewan and Regulations thereunder and all such overtime shall be reported by the supervisor in charge forthwith and wages therefore at the specified overtime rate shall be paid within the next pay period.
  - 1.10 "Permanent employee" shall mean an employee who is appointed to the permanent staff by the director of the department. All employees who are appointed to the permanent staff shall be subject to a six (6) month probationary period in which to demonstrate suitability as a permanent employee.
  - 1.11 "Probationary period" means the length of time an employee has to demonstrate their capability to perform the duties of the position as outlined in Article 10 - Vacancies and New Positions.
  - 1.12 "Service" for the purposes of earning annual increments under Article 17.1.4 and vacation entitlement (i.e. 4, 5, 6 weeks of vacation) under Article 6 means only regular hours worked together with absence from work due to earned annual vacation, statutory holidays, personal sickness covered by sick leave credits or an approved leave of absence, disability under **The Regina Civic Long Term Disability Plan**, disability under Article 12, occupational injury

covered by Workers' Compensation Board payments, maternity leave, parental leave, adoption leave, a leave of absence under Articles **4.1.3, 4.1.4, and 4.2.2**, an approved leave of absence under Möbius's Education Leave Policy, and the initial thirty (30) calendar days of any other approved leave of absence (subject to the laws of the Province of Saskatchewan and Regulations thereunder) including disciplinary suspension up to thirty (30) days.

- 1.13** "Service" for the purposes of earning vacation credits under Article 6 and sick leave credits under Article 5 means only the regular hours worked together with absence from work due to earned annual vacation, statutory holidays, personal sickness (to extent sick leave credits are available), a leave of absence under Articles **4.1.3, 4.1.4, and 4.2.2**, and occupational injury covered by Workers' Compensation Board payments to a maximum of twelve (12) consecutive months.
- 1.14** "Service" except as otherwise provided herein, means the time spent by an employee in the actual performance of their duties together with their absence from work due to: annual vacation, holidays, personal sickness (to the extent **they have** established sick leave credits), occupational injury (covered by Sick Leave Credits or Workers' Compensation Board payments) and authorized leave of absence.
- 1.15** "Service" as defined in **Article 1.12, 1.13, and 1.14** includes service earned as an employee of the City of Regina for any employee who joined Möbius on April 1, 2016.
- 1.16** "Union" means the Canadian Union of Public Employees (CUPE) Local 7.
- 1.17** "Weekly day off" means the first day an employee is free from work following the completion of the regular five (**5**)-day work week (i.e. Saturday or such day granted in lieu thereof).
- 1.18** "Weekly day of rest" means the second day an employee is free from work following the completion of the regular five (**5**)-day work week (i.e. Sunday or such day granted in lieu thereof).

## **ARTICLE 2 – SCOPE**

This collective agreement shall apply to all employees represented by CUPE Local 7, except as excluded pursuant to the current effective order of the Saskatchewan Labour Relations Board.

## **ARTICLE 3 – UNION RECOGNITION**

**3.1** Möbius recognizes the union as the exclusive representative for the purpose of bargaining collectively for all employees employed in the unit of employees as described in the Order of the Labour Relations Board of Saskatchewan as from time to time amended.

### **3.2 Union Security**

**3.2.1** Every employee who is now or hereafter becomes a member of the union, shall maintain their membership in the union as a condition of their employment, and every new employee whose employment commences hereafter shall, within thirty (30) days after the commencement of their employment, apply for and maintain membership in the union, and maintain membership in the union as a condition of their employment, provided that any employee in the appropriate bargaining unit who is not required to maintain their membership or apply for and maintain their membership in the union shall, as a condition of their employment, tender to the union the periodic dues uniformly required to be paid by the members of the union.

Möbius shall supply the local with a list of all new Local 7 employees on a quarterly basis.

**3.2.2** On a pay period basis, Möbius shall provide to the **secretary-treasurer** of the union, a report detailing the number of employees deducted and the amount of deductions made in accordance with **Article 3.2.1** above. In addition, Möbius shall provide to the **secretary-treasurer** of the union by February 28 of each year, current mailing addresses, a report of earnings and union dues for all Möbius employees who are members of the union pertaining to the previous year.

The report shall include details of each earning type applicable to Möbius employees who are members of the union along with the totals of the respective earning types.

### **3.3 Check Off**

Upon receipt of written authorization by an employee, Möbius shall deduct out of the wages owing the employee, the union dues and the initiation fees of the employee and pay the same to the **secretary-treasurer** of the union on or before the fourteenth (14th) day following such deduction.

### **3.4 Notice Boards**

Möbius agrees to install a suitable notice board within Möbius premises for the purpose of posting notices of interest to the union. Möbius agrees to provide all members of the union with notice of all job openings within Möbius.

### **3.5 Time and Space for Union Consultation**

Upon being provided reasonable notice, Möbius agrees to provide time and a private location for the union president or designate to provide counseling to their members. The provision of time and space shall be contingent upon business needs as determined by the CEO.

### **3.6 Resolutions of the Board of Directors**

All resolutions of the Board of Directors which affect employees covered by this agreement shall be forwarded to the recording secretary of the union and to the secretary of the Civic Employees' Federation.

### **3.7 Attendance at Meetings**

Except for activities of recognized committees, meeting with management on matters relating to employee grievances and other problems arising out of the agreement, it is understood union activity will not be carried on during working hours.

Whenever it becomes necessary for committees to meet at such meetings during working hours, the respective supervisor shall be informed of such meetings; the members shall make known their destination and report to their respective supervisors upon their return from any meetings.

### **3.8 New Employees**

During a newly hired employee's orientation period, a union representative shall be given the opportunity to introduce the union to the employee. The representative shall provide the employee with a copy of the collective agreement and other pertinent information.

### **3.9 Right to Union Representation**

The employee has the right to have a union representation present during any disciplinary meeting. The union will be copied on all documented disciplinary action.

### **3.10 Personnel File**

An employee or union representative designated by the employee, with written consent by the employee shall have the right to review their Human Resources personnel file and any departmental correspondence exchanged with the employee and obtain copies of such correspondence.

## **ARTICLE 4 – LEAVE OF ABSENCE**

### **4.1. Paid Leave**

#### **4.1.1 Bargaining Leave**

Leave of absence without loss of pay or benefits will be granted for a maximum of two employees who are representatives of the union on the bargaining committee to carry on negotiations for a new collective agreement with Möbius.

#### **4.1.2 Bereavement**

**4.1.2.1** When there is a death in a permanent employee's, or a casual employee with 1,907 accumulated regular hours, immediate family, the employee shall be granted up to five (5) consecutive working days bereavement leave with pay at the discretion of the director.

Immediate family shall be defined as spouse, child, father, mother, legal guardian, brother or sister. Immediate family shall also include someone for whom the employee had an equivalent step or in-law relationship, as applicable.

**4.1.2.2** When there is a death in an employee's extended family, the employee shall be granted up to three (3) consecutive working days of bereavement leave with pay at the discretion of the director.

Extended family shall be defined as aunt, uncle, grandparent or grandchild. Extended family shall also include someone for whom the employee had an equivalent step or in-law relationship, as applicable.

**4.1.2.3** Notwithstanding the above, a permanent employee may utilize up to two (2) of the five (5) days bereavement leave, to be taken within one (1) year following the initial leave, for deferred ceremonies.

**4.1.2.4** Requests for bereavement leave must be made in writing. Möbius acknowledges circumstances may arise where requests may be verbal and must be confirmed in writing at a later date.

### **4.1.3 Special Leave**

**4.1.3.1** "Special Leave of Absence" with pay shall be granted to permanent employees at the discretion of Möbius and with the approval of the director of the department for reasons such as pressing emergency, family illness leave, bereavement in excess of three (3) days or compassionate cause. One-half (1/2) day leave of absence shall be granted to a permanent employee to act as pallbearer or eulogist at a funeral and additional leave, if required, may be granted at the discretion of the director of the department. All leaves of absence granted under this clause shall be deducted from the employee's accumulated "Sick Leave" credits. An employee absence report shall be required when sick leave credits are used for the foregoing reasons.

**4.1.3.2** Permanent employees with less than **seventy-five (75)** days accumulated sick leave to their credit must protect **twelve (12)** days per year for personal illness, and such **twelve (12)** days are not available for use as "Special Leave" as defined above.

**4.1.3.3** If an employee is required to use such "Special Leave of Absence" in excess of the provisions of **4.1.3.1** above, the employee shall have the option of either using available vacation credits or receiving payment for the leave of absence and the time so utilized shall be deducted from any future sick leave accumulation as **the employee** becomes entitled to same, providing the provisions of **4.1.3.2** above are maintained. In these instances, pressing emergency and compassionate cause shall not be deemed to include sickness and injury to the applicant.

**4.1.3.4** Requests for "Special Leave" must be made in writing. Möbius acknowledges circumstances may arise where requests may be verbal and must be confirmed in writing at a later date.

#### **4.1.4. Jury and Witness Duty**

In the event that an employee is required to serve as a juror or to appear in court as a witness, they shall suffer no loss of pay, providing **their juror's fee or witness fee is paid over to Möbius Benefit Administrators Inc.**

#### **4.1.5 Time Off for Voting**

**4.1.5.1** Every employee, who is qualified to vote shall, while the polls are open on polling day, have in the case of a **federal election**, three (3) consecutive hours for the purpose of casting their ballot. In the case of **provincial or municipal elections**, **they** shall be allowed three (3) consecutive hours for the purpose of casting their ballot.

**4.1.5.2** If the hours of employment do not allow for three (3) hours specified in **Article 4.1.5.1**, an employee shall be allowed such additional time for voting as may be necessary to provide the three (3) consecutive hours.

**4.1.5.3** The hours for voting referred to in **Article 4.1.5.1** shall be at the convenience of Möbius.

**4.1.5.4** No deductions shall be made from pay of any employee mentioned in **Article 4.1.5.1**, nor shall any penalty be imposed or exacted from an employee by reason of their absence from work during the time required for voting.

**4.1.5.5** **In recognition of voting privileges in Indigenous communities, up to three (3) consecutive hours will be provided for employees who are registered voters in their recognized community.**

#### **4.1.6 Writing Examinations**

An employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to receive their initial certification or to maintain an existing certification providing the certification is a requirement of their job and the leave has been approved by their director of the department.

## **4.2. Unpaid Leave**

### **4.2.1 General Leave Without Pay**

Any employee requesting a leave of absence without pay shall provide reasonable notice outlining the reason for such leave, in writing, to the director of the department. Upon approval of the director of the department and insofar as the regular operations of the department will permit, such leave may be granted.

### **4.2.2 Leave of Absence for Union Activities**

In the event any members of the union are appointed delegates to attend conventions, conferences, and meetings in connection with the union affairs, they shall, provided they have given reasonable notice, in writing, to the director of the department, be granted leave of absence without pay to attend same, however, Möbius agrees to continue in force payment of regular salary and benefits and the union agrees to reimburse Möbius for salary and benefit costs paid during the leave of absence. It being understood, such leave of absence shall be mutually agreed by the director of the department concerned and the union.

## **4.3 Benefits While on Leave**

**4.3.1** Employees who are on leave of absence without pay shall be entitled to statutory holiday credits as set out in Article **7.5** of this agreement.

**4.3.2** Employees on leave of absence shall be entitled to participate, where eligible, in current benefit plans. Employees shall be responsible for remitting their share of the premiums during any approved leave.

## **4.4 Maternity, Parental and Adoption Leave (MPAL)**

**4.4.1** Subject to **Articles** 4.4.2, 4.4.3 and 4.4.4 hereof, every employee shall be entitled to MPAL in accordance with the provisions of Part II, Employment Standards of the *Saskatchewan Employment Act*.

### **4.4.2 Vacation Credits**

**4.4.2.1** Every employee at the date upon which **they** proceed on MPAL, as the case may be, shall receive payment in respect of all accumulated vacation credits.

**4.4.2.2** Notwithstanding the provisions of **Article** 4.3.2.1 hereof, the employee may request, in writing, that all accumulated

vacation credits be carried forward for use upon return to work.

- 4.4.3** Every employee returning to work shall resume work at the rates of wages or benefits accrued to the commencement of the MPAL.
- 4.4.4** Notwithstanding anything contained in this agreement, any employee on MPAL shall continue to accumulate seniority but shall not accumulate nor be credited with sick leave or vacation credits during such leave.
- 4.4.5** For the purpose of this clause, MPAL leave shall mean up to **seventy-eight (78)** weeks leave of absence without pay.
- 4.4.6** At the sole discretion of the director of the department, which shall not be subject to appeal by grievance, MPAL may be extended up to six months.
- 4.4.7** Any request by an employee for an extension of MPAL beyond **seventy-eight (78)** weeks shall be made to the director of the department. Any such request must be made no less than eight (8) weeks before the scheduled date of return to work.
- 4.4.8** Permanent employees with one (1) year of service who are on MPAL are entitled to a MPAL supplemental allowance of **ten percent (10%)** of their current year's regular pay. The supplemental allowance shall be paid to the employee subject to signing a return of service agreement equal in duration to the length of the MPAL taken.
- 4.4.9** In order to be eligible for MPAL supplemental allowance employees must be receiving corresponding MPAL employment insurance benefits.

#### **4.5 Leave for Union Business**

The union will from time to time, provide to Möbius a list of officers who may at any time be required to attend to union business for a period up to and including one working day and the employees so named shall be entitled to take leave of absence without pay upon verbal notice to the director of the department concerned.

#### **4.6 Medical Leave**

- 4.6.1** Employees who exhaust their sick leave benefits and have no other Möbius benefit plan to rely upon are required to request a leave of absence without pay.

**4.6.2** After twelve (12) months of leave, the employee shall renew their leave and provide a medical certificate from their doctor, indicating the employee is unable to return to work. Further requests for leave and accompanying medical certificates will be required every six (6) months. Failure to do so would result in the termination of the employee.

**4.6.3** Employees who are on leave of absence without pay for medical reasons may be required to produce a medical certificate at the expense of Möbius certifying that the employee is able to return to work.

#### **4.7 Elected to Public Office**

Any permanent employee, who has completed one (1) year of employment and who is elected to public office (other than municipal) shall be granted leave of absence without pay for the period of holding office. During the absence of any employee on leave of this nature, such employee shall retain **their** original seniority rights in **their** department with no decrease in status, but without claim to any promotion affected during **their** absence.

#### **4.8 Leave for CUPE or CUPE Affiliated Position**

Any permanent employee who has completed one (1) year of employment who is:

- Selected to act in a temporary position with CUPE or other union organization affiliated to the Canadian Labour Congress; or
- Selected or elected to a full-time position with CUPE or other union organization affiliated to the Canadian Labour Congress; shall, on application, be granted leave of absence without pay for a period of up to, but not exceeding one (1) year. Requests for annual extensions will be considered based on the operational requirements of the employer.

The employee may apply and be considered for promotion while on leave as noted above but if successful, must terminate the leave and return to active employment with Möbius. Any further requests for such a leave will be considered based on the operational requirements of the employer.

### **ARTICLE 5 – SICK LEAVE**

**5.1** All employees shall accumulate sick leave credits on a bi-weekly basis at the rate of .061602 hours per hour of service as a permanent employee up to a maximum of 1,720 hours.

- 5.2** Employees shall be entitled to payment for absence from work due to sickness to the extent they have established sick leave credits under **Article 5.1** hereof.
- 5.3** All employees covered by this agreement having at least ten (10) years continuous service as a permanent and at least thirty (30) days sick leave credit upon severance of employment with Möbius, except by dismissal, shall be paid at **their** regular rate of pay in the amount of fifty (50) percent of all accumulated sick leave the employee may have to **their** credit or seventy-eight (78) days whichever is the lesser (i.e. twenty-nine (29) days credit - payment nil, thirty (30) days credit - payment fifteen (15) days).

However, in the event an employee must sever employment with Möbius on compassionate and/or extenuating grounds, for reasons such as death or personal ill health or physical infirmity, the ill health of their spouse or children or any others who may be dependent upon such employee, or a transfer of obligation on the part of Möbius and who has at least five (5) years of continuous service, shall be entitled to all the benefits provided in this clause.

The provisions of Article 5.3 shall not apply to employees who are hired and commence work after December 31, 2013.

- 5.4** Employees who are receiving benefits under the *Workers' Compensation Act* and/or regulations made thereunder, shall not be paid for absence from work due to sickness, excepting where Workers' Compensation Benefits are classified as total temporary disability benefits are terminated and replaced with partial wage loss or supplemental wage loss benefits which benefits are to be credited to Möbius and credited to the employee's sick leave credits based on a conversion of benefits received to hours of sick leave credits.
- 5.5** Each employee claiming sick pay under the provisions of this agreement, shall be required to complete an employee absence report for absence not exceeding five (5) working days, declaring that their absence was a result of personal sickness. If an employee is absent from work through sickness for a period exceeding five (5) working days, they shall, in addition, produce a medical certificate, signed by a duly qualified medical practitioner, certifying the said employee was unable to perform their work due to personal sickness.
- 5.6** For the purpose of this article, sickness shall include, non-occupational injury or injury not covered by the *Workers' Compensation Act* and/or Regulations made thereunder, provided however, that absence from work due to illness or injury resulting from misconduct on the part of an employee shall not be paid for.
- 5.7** Möbius reserves the right to call for a medical assessment/examination and medical certificate of an employee who is absent from work due to injury or sickness. Such an assessment/examination shall be conducted by a qualified medical health professional.

**5.8** Every employee who is absent from work on account of sickness shall, whenever possible, notify their department prior to commencement of the regular work day and failure to do so, unless notification is shown to have been unavoidable and satisfactory proof of disability is furnished, may deprive such employee of such sick leave as normally would have accrued to them.

**5.9** In the event an employee is laid off, their sick leave credits shall be retained to their credit for a period of twelve (12) consecutive months. At the expiration of the said twelve (12) months, the sick leave credits the employee has to their credit shall either be cancelled or, the fifty (50%) percent vested interest to which they are entitled under Article 5.3 hereof, shall be paid out.

## **ARTICLE 6 – VACATION**

**6.1** Employees shall accumulate vacation leave credits from the day they last entered the employment of Möbius. Vacation leave credit shall be accumulated at the following rates:

<b>Service as in Article 1(12)(a)</b>	<b>Vacation Credit per Hour of Service in Article 1(12)(b)</b>
First 7 Years	<b>0.057692</b>
Start of Year 8 to End of Year 15	<b>0.076923</b>
Start of Year 16 to End of Year 23	<b>0.096154</b>
Start of Year 24 and Thereafter	<b>0.115385</b>

**6.2** Employees who leave Möbius's service and have not received their accrued annual vacation shall receive pay in lieu of earned vacation as calculated above.

**6.3** Employees may request to utilize hourly vacation credits at any time after they are earned.

**6.4** When a statutory holiday falls within an employee's annual vacation, such employee shall be given the daily hours vacation credits in lieu of the statutory holiday at a time mutually agreeable between the employee and the director of the department.

**6.5** Sick leave may be substituted for vacation where it can be established by the employee and substantiated by a doctor's certificate that an illness or accident occurred prior to or while on vacation. Should such illness or accident occur, it will be the responsibility of the employee to notify the director of the department, as soon as possible.

6.6 The maximum number of vacation weeks with pay employees may have to their credit at any given time is as follows:

<b>Service in Article 1.11</b>	<b>Vacation (weeks)</b>
First 7 Years	5
Start of Year 8 to End of Year 15	6
Start of Year 16 to End of Year 23	7
Start of Year 24 and Thereafter	8

Subject to the guidelines of corporate policy, employees may carry forward vacation credits in excess of the allowable maximum, however this request must be in writing and approved by the director of the department.

6.7 Upon retiring from the service of Möbius, the employees shall be entitled to vacation pay not in excess of the unused current and accumulated vacation credits as set forth in **Article 6**, hereof.

6.8 All permanent employees on January 1, 2021, shall accumulate vacation leave credits at 0.082136 hours per hour worked until the end of their 15<sup>th</sup> year of service as defined in Article 1.13.

## **ARTICLE 7 – STATUTORY HOLIDAYS**

7.1 Except as otherwise provided herein, the following shall be observed as holidays without deduction of pay therefore and no employee shall be required to take time off in lieu of pay therefore:

- New Year's Day
- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Saskatchewan Day
- Labour Day
- **National Day for Truth and Reconciliation**
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day (or any other day declared or proclaimed in lieu thereof)
- Any further day or portion thereof other than those specified above becoming a holiday in accordance with the provisions of the *Cities Act*, or when so proclaimed by federal or provincial authority.

## **7.2 Observance of Holidays**

The observance of the above holidays may be made on other than the calendar date when so proclaimed by federal, provincial or civic authority.

## **7.3 Work on Holidays**

**7.3.1** When an employee is required to work on a holiday, they shall be paid, in addition to their regular work wages or salary for that day, two (2) times their regular rate of pay, for each hour or part of an hour they are required to work on the day the holiday is observed by Möbius.

**7.3.2** The provisions of Article 16.1 of this agreement shall not apply to work on a holiday.

## **7.4 Holidays Held on Off Days**

**7.4.1** When a holiday occurs on a day which coincides with the weekly day off and/or day of rest of an employee who regularly works from Monday through Friday, the following Monday and/or Tuesday shall be deemed to be a holiday in lieu thereof.

**7.4.2** When a holiday falls on a day which coincides with the weekly day off and/or day of rest of an employee whose days of work differ from the above, the employee shall be paid for the holiday at straight time for each such occurrence.

## **7.5. Absence on Holidays**

**7.5.1** Employees who are absent from work for any of the following reasons shall not be entitled to pay for holidays which occur during their absence:

- While in receipt of Workers' Compensation Benefits not supplemented by Möbius.
- While on lay-off.
- While under warranted suspension from work.

**7.5.2** Employees on approved leave of absence (without pay) during any portion of the four (4) weeks prior to a statutory holiday will be entitled to statutory holiday pay in accordance with Labour Standards.

## **ARTICLE 8 – GRIEVANCES AND DISPUTES**

- 8.1** A grievance for purposes of this agreement is defined to be a dispute, difference or disagreement between Möbius on the one hand and the union or an employee or employees on the other hand; which dispute, difference or disagreement pertains to the following:
- 8.1.1** Any matter relating to the terms and conditions of employment or rates of pay, hours of work of any employee or employees.
  - 8.1.2** Any matter involving the interpretation of any provision of this agreement.
  - 8.1.3** Any matter involving the alleged violation of any provision of this agreement.
- 8.2** Whenever possible, the employee/union will discuss complaints with the supervisor and/or manager prior to filing a formal grievance. If a matter cannot be resolved through discussions, then the union and employee may initiate the grievance procedure.
- 8.3** Where the grievance is based on selection, the successful applicant shall be advised by the employer of the grievance within fourteen (14) calendar days of the filing of the grievance.
- 8.4** The number of CUPE Local 7 representatives at grievances will be limited to two (2) employees paid by Möbius.
- 8.5. STEP 1**

The union shall, within twenty-four (24) calendar days following the act or omission giving rise to a grievance, have the right to make a submission to the director of the department and the Director, Corporate Services. After filing the grievance, the parties may mutually agree to advance the grievance to STEP 2 as outlined in Article 8.6. In making application for a hearing, the union shall outline, in writing, the matter complained of, or, if alleging a violation of the agreement, refer to article(s) that are alleged to have been violated and the remedy sought.

The hearing shall be scheduled within ten (10) calendar days of the application being made, and the union may have the employee or employees concerned present at the hearing. The director of the department shall, within ten (10) calendar days following the hearing, give **their** decision and reasons in writing to the union.

If the grievance is a result of dismissal, the grievance shall commence at Step 2.

## **8.6 STEP 2**

**8.6.1** The union shall have the right to appeal to the CEO. In so doing the union shall file with the CEO a written statement of the claim made, as well as a copy of the decision of the director of the department concerned. The appeals shall be filed with the CEO within ten (10) calendar days following the receipt of the decision of the director of the department concerned. When such appeal has been filed, the union 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. It is understood that the same individual will not hear both Step 1 and Step 2.

**8.6.2** The CEO shall schedule the appeal within ten (10) calendar days after it has been filed with **them** and shall give their decision within ten (10) calendar days after the conclusion of the hearing.

## **8.7 STEP 3 - Arbitration**

Any grievance which is not settled by the procedures set forth may be referred to a **board of arbitration (board)** by either party to this agreement. Application for the establishment of a **board** must be made by either party within thirty (30) calendar days of the date the decision is rendered.

Notwithstanding the provisions of **Articles 8.6 through 8.13** hereof, Möbius and the union may, by mutual consent, waive the provision to refer the grievances to a **board** and elect to take the grievance to a single arbitrator whose decision shall be final and binding and enforceable on all parties.

Alternatively, within the same timelines, by mutual agreement, the parties may agree to utilize the expedited arbitration process outlined in **Article 8.8** below in place of the remainder of this article.

**8.7.1** When either party requests that a grievance be submitted to a **board**, the request shall be made by registered mail, or alternate method that provides proof of receipt, addressed to the other party of the agreement, indicating the name of its nominee on the **board**. Within ten (10) calendar days thereafter the other party shall answer by registered mail, or alternate method that provides proof of receipt, indicating the name and address of its nominee to the **board**. The parties shall then meet to select an impartial chairperson.

- 8.7.2** If the recipient of the notice fails to appoint a nominee, or if the parties fail to agree upon a chairperson within fourteen (14) calendar days of the appointment, the appointment shall be made by the Minister of Labour, upon request by either party.
- 8.7.3** The board may determine its own procedure but shall give full opportunity to all parties to present evidence and make representation to the board. It shall hear and determine the difference or allegation and render a decision within sixty (60) calendar days from the time the hearing is completed.
- 8.7.4** The decision of the majority shall be the decision of the board. Where there is not majority decision, the decision of the chairperson shall be the decision of the board. The decision of the board shall be final and binding and enforceable on all parties, but in no event shall the board have the power to change this agreement or to alter, modify or amend its provisions. However, the board shall have the power to dispose of any discharge or discipline grievance by any arrangement which, in its opinion, it deems just and equitable.
- 8.7.5** Should the parties disagree as to the meaning of the decision either party may apply to the chairperson of the board to reconvene the board to clarify the decision, which it shall do within fourteen (14) calendar days.
- 8.7.6** When either party applies for the establishment of a board, each party shall pay the fees and expenses of their own nominee and shall each pay one-half (1/2) of the cost of the fees and expenses of the chairperson.
- 8.7.7** The authority making the final decision shall determine the financial or other arrangements to be made in the case of any suspension, dismissal or demotion.
- 8.7.8** The time limits as set out in the various clauses herein may be extended by mutual agreement.

## **8.8 Expedited Arbitration**

- 8.8.1** By mutual agreement, the procedures as set out herein may be used after Step 2 of the grievance procedure. Once a grievance has been referred to the expedited arbitration process, it shall be heard by a single arbitrator within sixty (60) calendar days.

**8.8.2** Unless mutually agreed otherwise, and exclusive of terminations and promotional grievances, arbitrations will be scheduled into the available hearing dates in the order of the date on which the union referred the case to arbitration. It is agreed that termination and promotional grievances take precedence, and such grievances will be assigned the next available arbitration hearing date whenever possible or as may otherwise be mutually agreed by the parties. Any other case the parties mutually agree ought to be heard expeditiously may also be given precedence.

**8.8.3** Subject to **Article 8.7.1** above, the following criteria shall be used to determine appropriate grievances for expedited arbitration:

- a) Grievances that seek an individual settlement, i.e.; settlement applies only to the grievor, would not result in a similar claim by other employees, shall have no precedential value and shall not thereafter be referred to by the parties in respect of any other matter in any other setting.
- b) Grievances that have limited depth regarding complex legal issues.
- c) Grievances that involve the interpretation and application, or alleged violation, of the collective agreement.
- d) Grievances where there is a limited range of solutions, or single solution, to the concern raised.

**8.8.4** On agreement that a case be expeditiously arbitrated, the parties will draw the arbitrator by chance from a list mutually agreed by the parties and **they** will act as a single arbitrator on the matter.

**8.8.5** The parties shall limit their use of representatives to the following:

Union: Staff representative or elected officer  
Employer: Department staff

**8.8.6** The representatives of the parties shall meet within seven (7) calendar days prior to the hearing to discuss the issues including, but not limited to, the evidence, the procedure and any other means of expediting the process.

**8.8.7** The documents tabled with the arbitrator shall include:

- a) Collective bargaining agreement;
- b) Grievance statement and replies;

- c) Agreed statement of facts;
- d) Any cases that parties intend to rely on (limit two (2) from each);
- e) A brief statement of each party's position and argument (one page each); and
- f) Where possible, an agreed statement as to the exact difference that the parties want decided.

**8.8.8** No more than two (2) cases to be scheduled in one day.

**8.8.9** The maximum time allotted to hear each case is three (3) hours. The parties will endeavour to abide by this time limit; extensions may occur by mutual agreement.

**8.8.10** The parties shall follow the following procedural guidelines:

- a) Documents tabled;
- b) Brief opening statement by each of the parties;
- c) Witnesses (maximum two per party), examined, cross-examined and questioned by the arbitrator;
- d) Final argument (Brown and Beatty, or similar texts may be cited);
- e) The hearing will be conducted in an informal manner with limited objections and without concern for procedural irregularities;
- f) The arbitrator may attempt to mediate, e.g. propose a possible resolution, if the parties agree and if the case has not previously been through the mediation process;
- g) The arbitrator may issue a verbal decision immediately. Within five (5) calendar days a written decision shall be rendered, setting out the reasons which the arbitrator deems necessary to convey a decision. Decision and reasons are limited to two pages. The decision of the single arbitrator will be final and binding on the parties;
- h) The parties will equally share the cost of fees and expenses of the arbitrator;
- i) The grievor and one representative of the union shall be granted leave with pay to be present at arbitration; and
- j) The grievance may be removed from the expedited process at any time, prior to the expedited hearing.

**8.8.11** The terms of this agreement may be changed at any time by mutual agreement of both parties.

- 8.8.12** The terms or requirements of this agreement may be waived by mutual agreement for any specific grievance.
- 8.8.13** Expedited arbitration awards shall not set a precedent and shall not be referred to by the parties in respect of any other matter.
- 8.8.14** All settlements of expedited cases prior to the hearing are made on a without prejudice basis and shall not be referred to by the parties in respect of any other matter.
- 8.8.15** The decision of the arbitrator shall be final and binding and enforceable on all parties, but in no event shall the arbitrator have the power to change the collective agreement or to alter, modify or amend its provisions. However, the arbitrator shall have the power to dispose of any discharge or discipline grievance by any arrangements which, in their opinion, it deems just and equitable.
- 8.8.16** Should the parties disagree as to the meaning of the decision either party may apply to the arbitrator to clarify the decision, which it shall do within ten (10) calendar days.

## **ARTICLE 9 – SENIORITY**

- 9.1** After having completed six (6) months of employment, employees' seniority shall date from the time they last entered the employ of Möbius Benefit Administrators Inc.

Effective April 1, 2016, one seniority list was established that included permanent and casual employees. This list will be the basis for any other seniority lists that may be required (e.g. division lists). The initial list placed permanent employees on the list in order of seniority, followed by casual employees, in order of accumulated seniority (in hours), and followed by newly hired employees (based on start date) regardless of permanent or casual status. The union shall determine the order of seniority when more than one employee is hired on the same day.

Casual employees shall be entitled to exercise their seniority after 1,907 accumulated regular hours.

Möbius agrees to provide to the union, one (1) seniority list, free of charge, in January of each year. Seniority lists shall be kept by the Director, Corporate Services and furnished to the union upon request.

- 9.2** Having acquired seniority in accordance with the provisions of **Article 9.1** hereof, the employee's seniority shall not cease because of:

- a) Sickness
- b) Accident
- c) Vacation
- d) Approved leave of absence
- e) Lay-off of less than six (6) months

**9.3** The employee's seniority shall cease if the employee:

- a) Voluntarily leaves the employ of Möbius.
- b) Is discharged and such discharge is not reversed through the grievance procedure provided in Article 8, hereof
- c) After lay-off, fails to report for work within three (3) days after recall notification to the address on record with the Human Resources Department, unless the employee furnishes reasons for such failure, satisfactory to the director of the department.
- d) Is absent without proper leave.
- e) Is not employed by Möbius for a period in excess of six (6) months, or for casual employees, if the employee is not employed by Möbius for a continuous period in excess of twelve (12) months.
- f) Overstays a vacation period or approved leave of absence without reasonable cause.

## **ARTICLE 10 – VACANCIES AND NEW POSITIONS**

**10.1** When vacancies in the permanent staff occur or new positions of a permanent nature are created in any department, a notice thereof outlining the position and grade shall be forwarded by the Director, Corporate Services to all departments of Möbius; to the recording secretary of the union at least one (1) week prior to an appointment being made thereto, such notice to set forth therein the minimum rate of pay to apply. Notice of vacancies or of intention to fill a new position shall be given within three (3) working days after the Director, Corporate Services is made aware of such vacancy or new position. In the event Möbius does not intend to fill such vacancy or new position Möbius shall so notify the union.

In the event Möbius does not fill such vacancy within three (3) months of it being vacated, Möbius shall notify the union of its intentions for the position.

**10.2** In filling vacancies or new positions within the scope of this agreement Möbius shall follow the principle of seniority together with the qualifications required for the position to be filled.

### **10.3 Probationary Period**

**10.3.1** A qualified employee having accepted an appointment to a position within or beyond the scope of this agreement shall be allowed three (3) months in which to prove themselves capable of filling the position concerned. If such employee does not prove themselves capable of filling the position concerned, or where an employee requests to be reverted, the employee shall revert to their former position without prejudice and without loss of seniority in such former position.

By mutual agreement between the director of the department and the union the three (3) month probationary period may be extended or reduced. Other individuals promoted or transferred as a consequence of an original promotion or transfer shall also be returned to their former positions without prejudice and loss of seniority.

Möbius or the employee, whoever initiates the reversion, will provide written reasons for the request, which will be attached to the employee's personnel file. Where Möbius initiates the reversion, the employee will have opportunity to attach comments and the union will be notified. Where the employee initiates the reversion, the documentation will be attached to the personnel file and the union will be notified.

**10.3.2** Möbius will fill the vacancy from the original list of applicants in accordance with Article 10.2.

**10.3.3** For trainee positions, wherever three (3) months appears in **Article 10.3.1** hereof, it shall be deemed to read the duration of the training period.

### **10.4 Casual Employees**

**10.4.1** All casual opportunity assignments referred to in **Articles 10.4.1, 10.4.2, 10.4.3, 10.4.4 and 10.4.5** will be subject to the operational requirements of the employees' home department.

**10.4.2** Casual opportunities of more than four (4) months will be posted subject to the provisions of **Articles 10.1 and 10.2**. Casual opportunities less than or equal to four (4) months may be posted at the discretion of the department, and if posted, will be subject to the provisions of **Articles 10.1 and 10.2**.

**10.4.3** All subsequent vacancies created as a result of **Article 10.4.2** above may be posted or assigned as superior duty, at the discretion of the department.

**10.4.4** Permanent employees will be considered for casual opportunities greater than four (4) months and will be considered for opportunities less than four (4) months duration if the opportunity was posted as per **Article 10.4.2** above and meets the requirements in **Article 10.4.1** above.

**10.4.5** If a permanent employee is assigned to a casual opportunity, the following shall apply:

- a) All rights and benefits shall continue uninterrupted.
- b) Salary during the opportunity shall be the minimum rate which has been established for the position. However, if the employee's regular rate of pay exceeds the minimum rate which has been established for the casual opportunity, the employee shall be paid at a rate of pay equivalent to one pay step higher than their own rate of pay.
- c) Under no circumstances, however, shall an employee be paid a higher rate than the maximum rate which has been established for the casual opportunity.
- d) Sick and vacation credits:
  - During the first sixty (60) calendar days or less, the employee's salary will be reduced to their home position rate of pay on occasions of sick leave or vacation;
  - After the initial sixty (60) calendar days, the employee's salary will be maintained at the higher rate of pay on occasions of sick leave or vacation.

**10.4.6** When the casual opportunity no longer exists, all employees will revert to their last permanent position or be laid-off, if hired from outside the bargaining unit.

## **10.5 Student Work Terms**

**This section applies to student work terms and internships. The maximum duration of a student placement is eighteen (18) months. This duration can be extended with the approval of the president and CEO or delegate where the student is returning to school on part-time basis and continuing to work part-time.**

**Students will be compensated at eighty percent (80%) of Step 1 of the respective pay class for the position in which they are hired.**

**A student may be compensated at a higher step in the respective pay class, but not exceeding the maximum, with the approval of the president and CEO, or delegate.**

**Upon subsequent work terms the student will move to the next step in the range.**

**For placements over eight (8) months, students will be eligible for the provisions outlined in Article 14 – Benefit Plans. For placements less than eight (8) months, the student will not be eligible for the provisions outlined in Article 14 – Benefit Plans.**

## **ARTICLE 11 – LAYOFF AND RECALL**

### **11.1. Bumping Provisions**

#### **11.1.1 Notice**

In the event that Möbius reduces its permanent position complement and should that reduction mean the elimination of any permanent CUPE Local 7 position encumbered by a permanent employee, Möbius shall provide not less than thirty (30) calendar days written notice to the affected permanent employee. The affected permanent employee shall be the most junior permanent employee in the classification in which the reduction is to occur. A copy of such notice shall be concurrently supplied to the union.

#### **11.1.2 Options of Permanent Employees Who Have Received Notice of Layoff**

A permanent employee having received a notice of layoff shall have the right to exercise one of the following options:

- To exercise bumping provisions, subject to qualifications and seniority
- To accept the layoff and be placed on a layoff list, eligible for recall
- To resign
- To retire if eligible

#### **11.1.3 Notice to Exercise Bumping Provisions**

A permanent employee who intends to exercise bumping provisions shall indicate such in writing to the Director, Corporate Services, with a copy to CUPE Local 7 within seven (7) calendar days of receipt of the

notice of layoff. If the employee elects to bump, the parties will identify the bumping option within fourteen (14) calendar days of notice from the employee. If the employee fails to indicate such intentions the employee will be deemed to have elected to go on layoff. While every reasonable effort will be made to complete the bumping process for an employee before the layoff date, no employee will be retained in their original position beyond the layoff date.

#### **11.1.4 Bumping Order**

Bumping for an employee shall cease once the employee is offered a position at any step of the bumping order. Bumping up shall not be allowed. The order of priority for the bumping provisions shall be:

1st Priority: A vacant permanent position that is declared eligible by the CEO and agreed to by CUPE Local 7.

2nd Priority: A permanent position that is held by a casual CUPE Local 7 employee and is declared eligible by the CEO and agreed to by CUPE Local 7.

##### **11.1.4.1 Lateral Bumping**

All bumping will be toward another CUPE Local 7 position. An employee may bump to a position that carries the same maximum salary or wage provided the employee is qualified, as determined by the CEO and agreed to by CUPE Local 7, and has more seniority than a casual employee who is subject to being bumped. The salary rate will be maintained.

##### **11.1.4.2 Downward Bumping**

In the event that no permanent position is available at the same maximum hourly wage rate, for which the employee is qualified the employee may bump to a lower level permanent position for which the employee is qualified, as determined by the CEO and agreed to by CUPE Local 7. The order of bumping shall be considered level by level in the order as outlined in (4) above.

##### **11.1.4.3 Casual - Non-Permanent Position Bumping**

In the event the employee does not bump in accordance with **Articles** 11.1.4.1 or 11.1.4.2 above, the employee may bump a casual CUPE Local 7 employee in a non-permanent position. The casual employee may be laid off as a result.

If the employee fails to bump in accordance with **Articles** 11.1.4.1, 11.1.4.2 or 11.1.4.3, the employee shall be placed on layoff according to their notice.

#### **11.1.5 Offer of a Position**

An employee will have seven (7) calendar days to consider whether to accept an offer resulting from exercising bumping rights. If the employee does not accept the offer within the seven (7) calendar days, the employee will be deemed to have accepted the notice of layoff. Such offer will be made in writing to the employee (copy to the union) and acceptance of the offer must be provided by the employee in writing.

If an employee accepts a bump to a lower paying position the rate of pay will be the maximum step in the new range or one step lower than the rate the employee was receiving in their former position whichever is the lesser, but in no event shall the rate of pay be lower than the minimum of the new range.

An employee recalled or bumped to a position outside their own classification will be subject to a three (3) month probationary period. If such employee does not prove themselves capable of filling the position concerned, or where the employee requests to be reverted, they shall revert to the provisions stated in **Article** 11.1.2. If the employee is unsuccessful or wishes to revert in the second instance, they shall be placed on the recall list.

#### **11.1.6 Rights of Permanent Employees Bumped**

The bumping provisions in this clause shall also apply to any permanent employee who has been bumped.

### **11.2. Recall of Permanent Employees Bumped**

**11.2.1** Should a position become available within six (6) months of the layoff the most senior employee who was laid off shall be recalled in order of seniority, provided the employee possesses the qualifications required for the position to be filled.

**11.2.2** Notice of their recall shall be by registered letter (copy to the union), which will be sent to their last known address on record with Möbius.

**11.2.3** It shall be the responsibility of each employee to notify Möbius of any change in their home address and telephone number.

- 11.2.4** Refusal of a recall or failure to answer a recall notice within seven (7) calendar days as specified herein shall give Möbius cause to conclude the employee has resigned.

## **ARTICLE 12 – WORKERS' COMPENSATION SUPPLEMENT**

- 12.1** When a probationary or permanent employee is injured in the course of their employment with Möbius and it is deemed Workers' Compensation Benefits are payable under the *Workers' Compensation Act*, Möbius shall pay to such employee an amount per day based on their regular basic wage rate at the date of injury.

The calculated amount of payment per day shall, when added to the amount of Workers' Compensation payment be equal to the net amount that such employee would have received as net income after deduction for income tax, Canada Pension Plan, Civic Pension Plan, Employment Insurance, benefit plan payments, union dues and any other personally authorized deductions would have been made.

The employer benefits payable shall be directly offset by disability benefits payable from any other government agency or board.

In the event the Workers' Compensation Board determines that the injury is not compensable under the Act, the amount advanced by Möbius under this policy shall be reimbursed by the employee.

- 12.2** The Workers' Compensation Board benefits, as referred to in **Article 12.1** shall not be considered as including "pension payments" or "cash settlement payments" or "an award for permanent physical impairment" or "Workers' Compensation Board long term earnings loss."
- 12.3** Möbius's obligation under this article shall cease when the Workers' Compensation Board adjudicates that the employee is fit for suitable employment excepting where employment assistance payments are paid by the Workers' Compensation Board.
- 12.4** An employee receiving benefits under this article for a period of twelve (12) consecutive months or more shall not be entitled to vacation credits as provided for in this agreement.

## **ARTICLE 13 – HEALTH AND SAFETY**

**13.1** Möbius shall observe all reasonable precautions and provide all safety devices or appliances that may be reasonably required for the ample protection of employees. All employees shall cooperate with Möbius in the prevention of accidents and will, from time to time, as the occasion requires, make such representations to Möbius as to the prevention of accidents as may be considered necessary. The parties agree to jointly establish and maintain an Occupational Health and Safety Committee in accordance with the terms and conditions of *The Occupational Health and Safety Act*.

### **13.2 Transportation of Accident Victims**

Transportation to the nearest hospital for employees requiring emergency medical care as a result of a work accident or illness shall be at the expense of the employer.

### **13.3 Anti-Harassment**

Möbius and the union, jointly affirm that every employee shall be entitled to a respectful workplace and shall encourage and promote a work environment free of discrimination, harassment, conflict and violence through awareness and education for all employees.

## **ARTICLE 14 - BENEFIT PLANS**

### **14.1. Group Life Insurance**

**14.1.1** Möbius agrees to maintain a Group Life Insurance Plan for the protection of employees and the terms and conditions of which shall be agreed by the parties hereto.

**14.1.2** All employees who now or hereafter participate as members of the Group Life Insurance Plan shall, as a condition of their continuing in the employ of Möbius, maintain their membership in the plan during their entire employment with Möbius.

**14.1.3** All new employees shall upon commencing employment with Möbius, as a condition of their employment, make application for Group Life Insurance.

### **14.2 Dental Plan**

A 50/50 cost shared dental plan will be provided for all permanent employees. Participation in the plan is mandatory for all permanent employees and casual

employees with **2,080** hours or more seniority. **Participation is optional for students on work terms or internships as described in Article 10.5.**

### **14.3 Medical Plan**

**14.3.1** Möbius Benefit Administrators Inc. shall provide an employer funded plan for all **permanent employees, casual employees with 2,080 hours or more seniority, and students in work terms or internships if the work term or internships is greater than eight (8) months as per Article 10.5.**

**14.3.2** Möbius will provide a Health Spending Account for all permanent employees of \$1000 per year subject to the guidelines of the plan **for all permanent employees and casual employees with 2,080 hours or more seniority and students in work terms or internships if the work term or internships is greater than eight (8) months as per Article 10.5.**

### **14.4 Long Term Disability**

The Long Term Disability Plan, in respect of members of the union, shall be that adopted by the Board of Directors under **the Regina Civic Employee's Long Term Disability Plan thereto.**

### **14.5. Pension Plan**

The **pension plan**, in respect of members of the union, shall be that adopted by the Board of Directors under the Regina Civic Employees' Superannuation and Benefit Plan and amendments thereto.

## **ARTICLE 15 – HOURS OF WORK**

**15.1** Employees shall work **forty (40)** hours per week. The normal daily hours of work are 8:00 am to 5:00 pm, with sixty (60) minutes for the luncheon period, Monday through Friday under the following provisions:

### **15.2 Earned Days Off**

**15.2.1** Full-time employees receive seventeen (17) earned days off with pay each year. Employees who work less than full-time receive earned days off equal to the proportion of their regularly scheduled hours to full-time multiplied by **seventeen (17)** days.

**15.2.2** Earned days off shall be used in the year they are earned.

**15.2.3** Earned days off are normally scheduled adjacent to the employee's day off and day of rest and predetermined on a yearly basis wherever possible.

**15.2.4** Banking of earned days off is permitted provided that all earned days off are used in the calendar year in which they are earned.

**15.3** Hours of work for casual employees shall be governed by the Laws of the Province of Saskatchewan and regulations thereunder except where by agreement, such hours of work respecting certain classes of employees may be less than are prescribed by the said statutes or regulations.

**15.4** The normal hours of work for such other classes of employees as may be hereafter covered by this agreement, shall be as determined by negotiations between Möbius and the union.

**15.5 Job Share**

A job share is where a permanent employee wishes to share **their** full-time position and where such an arrangement is deemed operationally feasible, a job sharing arrangement may be mutually agreed upon between Möbius and the union under a letter of understanding.

**15.6 Flex-Time**

Where Möbius or a permanent employee wishes to modify work times and where such an arrangement is deemed operationally feasible, a flex-time arrangement is permitted at the discretion of director of the department.

**ARTICLE 16 – OVERTIME**

**16.1** Employees who are required to work in excess of eight (8) hours in one day or forty (40) hours in one week, shall be paid at the rate of double time for all hours so worked.

**16.2** Employees who are required to work on their weekly day off, day of rest or earned day off, shall be paid at the rate of double time for all hours so worked.

**16.3** All overtime shall be paid on the basis of the salary paid to the employee at the time **they are** working such overtime.

**16.4** All employees called out to work overtime and having left the job before being so called out, shall be paid at the rate of double their regular rate of pay for each hour or portion thereof they are required to work overtime on such call out.

It is further provided, they shall be paid a minimum of four (4) hours at their regular rate of pay for each call out provided for in this **article**.

**16.5** Notwithstanding the provisions of this **article**, at the discretion of the director of the department, permanent employees only may bank overtime in lieu of overtime pay.

- The overtime account shall accumulate at the rate of pay at which the overtime is earned.
- The overtime shall be drawn down at the employees' rate of pay when the time in lieu is taken.

## **ARTICLE 17 – CLASSIFICATION/RATES OF PAY**

### **17.1. Payment of Wages and Increments**

**17.1.1** All employees shall be paid bi-weekly every second Friday.

**17.1.2** All employees will be paid via direct deposit.

Employees who are within the scope of this agreement, shall be classified into an appropriate number of pay classes, and shall provided their work performance is satisfactory, receive annual increments in pay as provided for in their respective pay classes.

### **17.1.3 In-Hiring Rates of Pay**

The in-hiring rates of pay shall be the minimum rate provided for each classification in the pay schedule provided, however, that when no qualified person can be secured at the minimum rate, the **Director, Corporate Services** shall inform the union and, after the situation has been discussed, the in-hiring rate on original employment may be any rate above the minimum but not exceeding the maximum.

### **17.1.4 Merit Rating**

**17.1.4.1** Increases within the various pay grades shall be in accordance with a recognized method of employee merit rating. It is understood and agreed, however, that no employee shall be entitled to a salary increase unless their individual merit rating for the particular period under consideration is favourable.

**17.1.4.2** Upon request, the employee shall have the right to a review of their merit rating with their supervisor or the director of the department.

**17.1.4.3** Employees, who consider they have been improperly merit rated by their department, shall have the right to appeal for a review of their rating, in accordance with the grievance procedure set forth in Article 8 of this agreement.

### **17.1.5 General Increase**

General increases in salaries shall be forthcoming to all persons covered by this agreement as the Board of Directors determines.

## **17.2 Schedules to Govern**

**17.2.1** Whenever there is any conflict between any schedules and the terms of this agreement, the provisions of the schedules shall govern.

**17.2.2** Where new positions are hereafter created by Möbius, they shall, unless otherwise mutually agreed, be included in the appropriate schedule. In case of a dispute, as to their inclusion or exclusion from the collective bargaining unit, same shall be submitted to the Labour Relations Board for a ruling.

## **17.3 Classifications and Joint Council**

### **17.3.1 Allocation of Positions**

Allocation of positions to the various pay grades shall be made by Möbius through the medium of a recognized job evaluation or position classification system.

### **17.3.2 Existing Positions**

When the union considers that a position, within the scope of this agreement, has been improperly classified, the union may apply to the **Director, Corporate Services** for a mutual review of the disputed classification. Failing to secure satisfaction from such mutual review, the union and/or the **Director, Corporate Services** may then apply to CEO for a decision. In the event the decision of the CEO is not satisfactory to the union or the **Director, Corporate Services** either party may then apply to have the dispute referred to a joint council pursuant to **17.4** of this article.

### **17.3.3 New Positions**

When a new position of a permanent nature is created, the union and the Director, Corporate Services shall, if possible, agree upon an appropriate classification and rate of pay. In the event mutual agreement cannot be achieved, the Director, Corporate Services shall establish a rate of pay and same shall be maintained pending negotiations with the union. The rate of pay finally agreed upon between the two (2) parties shall be retroactive in respect of any employee hired at a lower rate.

## **17.4 Joint Council**

**17.4.1** At the request of the union or Möbius, mutual arrangements shall be made to establish a joint council for the purpose of settling disputes pertaining to the classification, reclassification and allocation to the appropriate pay grade of positions covered by this agreement.

**17.4.2** The joint council herein referred to shall consist of one (1) member appointed by the union, one (1) member appointed by Möbius and a chairperson acceptable to both parties. It being understood and agreed, the decision of the joint council shall be final and shall be retroactive to the date the application was first lodged.

## **17.5 Promotion or Reclassification to a Higher Paid Position**

When an employee is promoted or reclassified to a higher paid position, they shall be paid the minimum step in the new range, or one step higher than the rate they were receiving in their former position, whichever is the greater, but in no event shall their rate of pay exceed the maximum of the new range.

## **17.6 Demotion**

When an employee is demoted to a lower paid position, they shall be paid the maximum step in the new range or one step lower than the rate they were receiving in their former position whichever is the lesser, but in no event shall their rate of pay be lower than the minimum of the new range.

## **17.7 Lateral Transfer**

When an employee takes a lateral transfer, they shall be paid at their present rate of pay at the time of the transfer and there shall be no change in their anniversary date.

## **ARTICLE 18 – PREMIUM PAY AND ALLOWANCES**

### **18.1 Superior Duty**

An employee who is required to temporarily replace another employee in a higher paid position will receive superior duty pay for those hours worked in that position, if they have worked a minimum of three and one-half (3.5) hours of the higher paid position on that day.

**18.1.1** The employee's salary will be maintained at the higher rate of pay on occasions of sick leave or vacation.

**18.1.2** Under no circumstances, however, shall an employee be paid a higher rate than the maximum rate which has been established for the higher paid position.

#### **18.1.3 Superior Duties - Within Bargaining Unit**

**18.1.3.1** Superior duty pay shall be the minimum rate which has been established for the higher paid position. However, if the employee's regular rate of pay exceeds the minimum rate which has been established for the higher paid position, they shall be paid at a rate of pay equivalent to one pay step higher than their own rate of pay.

**18.1.3.2** An employee, having attained the maximum step of their home pay class for a minimum of one (1) year, having worked in the superior duty position for one (1) year without interruption, shall receive an additional step in the acting pay class and an additional step for each year thereafter that the employee continues to act in the superior duty position, subject to the maximum of the higher class.

**18.1.3.3** The substitute employee shall be the senior qualified employee.

#### **18.1.4 Superior Duties - Outside Bargaining Unit**

**18.1.4.1** When an employee is required to replace the incumbent of any one higher paid position not included in the Local 7 bargaining unit, they shall be paid an additional amount equal to six (6) percent of their normal rate of pay or the minimum hourly rate of pay for the position in which they are performing superior duty, whichever is greater.

**18.1.4.2** Such an employee continuously performing in the higher paid position and having attained the maximum step of **their** home range for a minimum of one (1) year shall receive an additional five (5) percent and five (5) percent each year thereafter that the employee continues to act in the superior duty position.

## **18.2 Reimbursement for Use of Private Vehicle**

Employees required to use their personal vehicle for Möbius business shall be reimbursed at the kilometre rate established by Möbius policy. The **Director, Corporate Services** shall review the rate every six (6) months against the Saskatchewan Private Transportation Index. Increases or decreases in the Saskatchewan Private Transportation Index (averaged over the six (6) month period) which result in an increase or decrease of one (1) cent or greater will be implemented in the seventh month.

Upon completion of the review, Möbius will provide the union with the results accompanied by supporting calculations used to establish the rate.

## **ARTICLE 19 – TERMINATION OF EMPLOYMENT**

### **19.1 Dismissal for Misconduct**

Where, in the opinion of Möbius, the conduct of an employee is such as to warrant dismissal, the employee shall be advised via a letter from the director of the department. The letter shall outline the reason for the dismissal and the effective date. Such letter shall be copied to the union.

### **19.2 Termination of Employment**

Notwithstanding the times at which or the manner in which an employee is paid, the employee shall, unless dismissed in accordance with **Article 19.1**, hereof, be entitled to receive written notice in accordance with the *Labour Standards Act*, that the employee's services are no longer required by Möbius and, in turn, each employee shall be required to give two (2) weeks' notice to Möbius of intention to terminate employment with Möbius. It is understood and agreed, however, that employees who are dismissed, in accordance with the provisions of **Article 19.1** shall not be entitled to any notice or payment as provided for in this **article**.

Casual employees who have been continuously in the employ of Möbius for three (3) months or more shall be entitled to receive at least one (1) week's written notice of termination of employment or lay-off unless dismissed under the provisions of **Article 19.1** above.

All casual employees with less than three (3) months' continuous employment with Möbius shall not be entitled to the foregoing provision.

## **ARTICLE 20 – TRAINING**

### **20.1 Training for Promotion**

Möbius and the union recognize the desirability of training for promotion, if in the opinion of the director of the department, it is necessary. It being understood such training be made available to the employees of the department on the basis of seniority, if practicable. The need to provide such additional or special training may be the subject of negotiation between the director of the department and the union.

### **20.2 Automation**

In the event, mechanical or electronic equipment is installed, Möbius shall provide reasonable training arrangements for employees affected by such installations in order that such employees may have an opportunity to become qualified for available jobs.

## **ARTICLE 21 – WORKFORCE DIVERSITY**

The parties are committed to employment equity and the joint development, education, promotion, implementation, monitoring, evaluation and updating of the employment equity plan as negotiated between the parties and approved by the Saskatchewan Human Rights Commission.

## **ARTICLE 22 – EFFECTIVE DATE**


This agreement shall be effective from January 1, **2024**, and shall remain in force and effect until December 31, **2026** and shall continue in force thereafter, unless written notice of a request to negotiate a revision thereof is given by either party to the other, not less than thirty (30) days nor more than sixty (60) days prior to the anniversary date hereof.

This agreement provides for its continuation during any negotiating period and all terms and conditions shall apply, unless otherwise contained, retroactive to January 1, **2024**. Any employee having terminated their employment with Möbius prior to the signing of this agreement, except for reasons of superannuation or death, fails to apply within two (2) months from the date of signing of this agreement for any of the benefits contained shall forfeit any such


claim for such benefits. Möbius will also endeavor to locate such employees during the above-mentioned time period.

IN WITNESS WHEREOF the Parties hereto have caused these presents to be executed the day and year first above written.

**MÖBIUS BENEFIT ADMINISTRATORS INC.**

  
\_\_\_\_\_  
PRESIDENT

**THE CITY HALL ADMINISTRATIVE STAFF UNION, CUPE LOCAL 7-01**



\_\_\_\_\_  
PRESIDENT /CUPE National Representative

WE/cf.cope491

## SCHEDULE A

### Salary Schedule – Effective January 1, 2024      3% increase

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<b>Pay Class</b>	<b>Classification</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
1	Vacant	\$19.72 \$41,026.96	\$20.89 \$43,441.28	\$22.39 \$46,578.66	\$23.73 \$49,354.51	\$25.18 \$52,370.35
2	Benefits & Pension Clerk	\$22.61 \$47,034.95	\$23.96 \$49,837.58	\$25.43 \$52,884.32	\$26.95 \$56,051.57	\$28.88 \$60,072.69
3	Vacant	\$25.43 \$52,884.32	\$26.95 \$56,051.57	\$28.88 \$60,072.69	\$30.58 \$63,606.62	\$32.45 \$67,506.20
4	Secretary	\$28.88 \$60,072.69	\$30.58 \$63,606.62	\$32.45 \$67,506.20	\$34.45 \$71,648.86	\$36.85 \$76,645.39
5	Pension Information Consultant Administrative Secretary	\$32.46 \$67,514.44	\$34.45 \$71,652.98	\$36.85 \$76,645.39	\$39.07 \$81,265.97	\$41.48 \$86,281.04
6	Senior Pension Information Consultant	\$36.85 \$76,645.39	\$39.07 \$81,265.97	\$41.48 \$86,281.04	\$44.18 \$91,887.33	\$47.04 \$97,843.82

## SCHEDULE A

### Salary Schedule – Effective January 1, 2025      3% increase

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<b>Pay Class</b>	<b>Classification</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
1	Vacant	\$20.32 \$42,257.77	\$21.51 \$44,744.52	\$23.07 \$47,976.02	\$24.44 \$50,835.15	\$25.93 \$53,941.46
2	Benefits & Pension Clerk	\$23.29 \$48,446.00	\$24.68 \$51,332.71	\$26.19 \$54,470.85	\$27.76 \$57,733.12	\$29.75 \$61,874.87
3	Vacant	\$26.19 \$54,470.85	\$27.76 \$57,733.12	\$29.75 \$61,874.87	\$31.50 \$65,514.82	\$33.43 \$69,531.39
4	Secretary	\$29.75 \$61,874.87	\$31.50 \$65,514.82	\$33.43 \$69,531.39	\$35.48 \$73,798.33	\$37.95 \$78,944.75
5	Pension Information Consultant Administrative Secretary	\$33.43 \$69,539.87	\$35.48 \$73,802.57	\$37.95 \$78,944.75	\$40.24 \$83,703.95	\$42.73 \$88,869.47
6	Senior Pension Information Consultant	\$37.95 \$78,944.75	\$40.24 \$83,703.95	\$42.73 \$88,869.47	\$45.50 \$94,643.95	\$48.45 \$100,779.13

## SCHEDULE A

### Salary Schedule - Effective January 1, 2026      2% increase

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<b>Pay Class</b>	<b>Classification</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
1	Vacant	\$20.72 \$43,102.92	\$21.94 \$45,639.41	\$23.53 \$48,935.54	\$24.93 \$51,851.85	\$26.45 \$55,020.29
2	Benefits & Pension Clerk	\$23.76 \$49,414.92	\$25.17 \$52,359.36	\$26.71 \$55,560.27	\$28.31 \$58,887.78	\$30.34 \$63,112.37
3	Vacant	\$26.71 \$55,560.27	\$28.31 \$58,887.78	\$30.34 \$63,112.37	\$32.13 \$66,825.11	\$34.10 \$70,922.01
4	Secretary	\$30.34 \$63,112.37	\$32.13 \$66,825.11	\$34.10 \$70,922.01	\$36.19 \$75,274.29	\$38.71 \$80,523.65
5	Pension Information Consultant	\$34.10	\$36.19	\$38.71	\$41.05	\$43.58
	Administrative Secretary	\$70,930.67	\$75,278.62	\$80,523.65	\$85,378.03	\$90,646.86
6	Senior Pension Information Consultant	\$38.71 \$80,523.65	\$41.05 \$85,378.03	\$43.58 \$90,646.86	\$46.41 \$96,536.83	\$49.42 \$102,794.72

**SCHEDULE B**

**LETTER OF UNDERSTANDING**

**BETWEEN**

**MÖBIUS BENEFIT ADMINISTRATORS INC.**

**AND**

**CUPE LOCAL 7**

**Re: Contracting Out - Consultation**


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Möbius Benefit Administrators Inc. and CUPE Local 7 support the concept that discussions regarding contracting out are beneficial and should occur prior to the commencement of contract work. The discussions are for information purposes only and agreement of Möbius and the union is not required prior to the contracting of work.

In order to facilitate discussions, Möbius will fully disclose its reasons for the tentative decision to contract out or sub-contract such work and give CUPE Local 7 an opportunity to suggest ways in which the work might otherwise be performed by members of the bargaining unit.

Signed this 17 day of May, 2024 A.D. at Regina, Saskatchewan

  
\_\_\_\_\_  
On behalf of Möbius Benefit Administrators Inc.

  
\_\_\_\_\_  
On behalf of the Canadian Union of Public  
Employees, Local 7

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**MÖBIUS BENEFIT ADMINISTRATORS INC.**  
**AND**  
**CUPE LOCAL 7**

**Re: Variable Pay Plan - Möbius**

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**Möbius Benefit Administrators Inc. and CUPE Local 7 agreed that the variable pay compensation plan being developed and implemented by Möbius will include all employees in CUPE Local 7.**

**Signed this 17 day of May, 2024 A.D. at Regina, Saskatchewan.**

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**On behalf of Möbius Benefit Administrators Inc.**

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**On behalf of the Canadian Union of Public Employees, Local 7**