# Canadian Union of Public Employees Local 1975 (CUPE 1975) and University of Saskatchewan Collective Bargaining EMPLOYER PROPOSAL September 14, 2018

#### **CURRENT LANGUAGE**

# ARTICLE 23 – HOURS OF WORK AND SPECIAL PAY PROVISIONS

- 23.1 The following regular hours of work are in effect:
- Group A Clerical Group: five (5) days, thirty-five (35) hours per week, seven (7) hours per day.

Library: thirty-five (35) hours per week, seven (7) hours per day.

- Group B Duplicating and Printing Services: five (5) days, thirty-five (35) hours per week, seven (7) hours per day.
- Group C Animal and Poultry Science (Farm):
  thirty-eight (38) hours per week which
  may be balance over a two (2) week
  period with a maximum of forty-five (45)
  hours in any one week.

Horticulture: thirty-eight (38) hours per week, 7.6 hours per day.

**Culinary Services**: thirty-eight (38) hours per week, 7.6 hours per day, five (5) consecutive days unless otherwise mutually agreed.

Maintenance and Trades: five (5) days, thirty-eight (38) hours per week, 7.6 hours per day.

Caretakers: thirty-eight (38) hours per week, 7.6 hours per day, five (5)

#### PROPOSED LANGUAGE

# ARTICLE 23 – HOURS OF WORK AND SPECIAL PAY PROVISIONS

- 23.1 The following regular hours of work are in effect:
- Group A Clerical and Library Group: five (5) days, thirty-five (35) hours **paid** per week, seven (7) hours **paid** per day.

Library: thirty-five (35) hours **paid** per week, seven (7) hours **paid** per day.

Group B Duplicating and Printing Services: five (5) days, thirty five (35) hours per week, seven (7) hours per day.

#### Group BC

Animal and Poultry Science (Farm): thirty-eight (38) hours paid per week which may be balanced over a two (2) week period with a maximum of forty-five (45) hours paid in any one week.

**Horticulture:** thirty-eight (38) hours **paid** per week, 7.6 hours **paid** per day.

Culinary Services, Maintenance and Trades, Caretakers, Technical: thirty-eight (38) hours paid per week, 7.6 hours paid per day, five (5) consecutive days unless otherwise mutually agreed (Technician IV working hours by mutual agreement with Dean, Administrative Head or designate).

consecutive days unless otherwise mutually agreed.

Technical Staff: five (5) consecutive days thirty-eight (38) hours per week, 7.6 hours per day; (Technician IV: working hours by mutual agreement with Dean, Administrative Head or designate).

Group D Steam Plant: thirty-eight (38) hours per week, 7.6 hours per day.

Notwithstanding this, employees shall work an eight (8) hour shift (except as provided for in Article 23.1.1) which will

not constitute overtime, and hours of

work will be balanced over a period of

time.

Security: thirty-eight (38) hours per week, 7.6 hours per day. Notwithstanding this, employees shall work an eight (8) hour shift (except as provided for in (Article 23.1.1) which will not constitute overtime, and hours of work will be balanced over a period of time.

Maintenance and Trades: five (5) days, thirty-eight (38) hours per week, 7.6 hours per day.

Caretakers: thirty-eight (38) hours per week, 7.6 hours per day, five (5) consecutive days unless otherwise mutually agreed.

Technical Staff: five (5) consecutive days thirty-eight (38) hours per week, 7.6 hours per day; (Technician IV: working hours by mutual agreement with Dean, Administrative Head or designate).

Group C D

Steam Plant and Security: thirty-eight (38) hours paid per week, 7.6 hours paid per day. Notwithstanding this, employees shall work an eight (8) hour shift (except as provided for in Article 23.1.1) which will not constitute overtime, and hours of work will be balanced over a period of time.

Alternatively, employees in Group C may be required to work modified schedules (10 or 12 hours).

Security: thirty eight (38) hours per week, 7.6 hours per day. Notwithstanding this, employees shall work an eight (8) hour shift (except as provided for in (Article 23.1.1) which will not constitute overtime, and hours of work will be balanced over a period of time.

23.2 Employees who work full days will be permitted two (2) paid fifteen (15) minute coffee breaks or one (1) half (1/2) hour paid coffee break per day, as distances warrant. Employees who work half days are entitled to one (1) paid fifteen (15) minute coffee break. Unused coffee breaks may not be

#### 23.1.1 Alternate Hours of Work

In order to provide meaningful time off, full-time permanent and term employees in Groups A, B, C, and D will have the right to work altered schedules provided levels of service and productivity can be maintained without additional cost. As a result of discussion between the Dean, Administrative Head or designate and the employees alternate work schedules may be developed. Employees who disagree with their work schedule may appeal in writing to the next appropriate level of authority. All altered schedule arrangements will be subject to the general provisions listed below:

## Group A

It is understood that an appropriately longer working day may provide one (1) day off for every fourteen (14) days worked. However, this may not be suitable in every work area in which case alternative work schedules may be developed.

#### Group B

It is understood that an appropriately longer working day may provide one (1) day off for every fourteen (14) days worked. However, this may not be suitable in every work area in which case alternative work schedules may be developed.

### Group C

It is understood that an appropriately longer working day may provide one (1)

used to alter hours of work in any day. Breaks will be arranged to maintain at least minimal service in any area.

## 23.3 Alternate Hours of Work Earned Days Off

In order to provide meaningful time off, full-time permanent and term employees in Groups A, B, C, and D will have the right to work altered schedules provided levels of service and productivity can be maintained without additional cost. As a result of discussion between the Dean, Administrative Head or designate and the employees alternate work schedules may be developed. Employees who disagree with their work schedule may appeal in writing to the next appropriate level of authority. All altered schedule arrangements will be subject to the general provisions listed below:

a) Employees will have the right to earned days off (EDO) provided levels of service and productivity can be maintained without additional costs.

Employees who disagree with their EDO schedule may appeal in writing to the next appropriate level of authority.

### Group A

It is understood that an appropriately longer working day may provide one (1) day off for every fourteen (14) days worked.

Eligible employees currently working a thirty-five (35) hour paid work week will be required to work fourteen (14) days at seven and a half (7.5) hours per day to earn one (1) day off. After completing fourteen (14) work days at seven and a half (7.5) hours per day, employees will accumulate an earned day off (EDO) at seven (7) hours paid as designated by a rotational schedule established by the

day off for every nineteen (19) days worked. However, this may not be suitable in every work area in which case alternative work schedules may be developed.

#### Group D

An experiment with varied hours of work may be developed, in accordance with a memorandum of agreement outlining the experiment and voting procedures regarding its implementation.

Part-time employees may be considered for Earned Day Off (EDO) eligibility on a case by case basis where in the opinion of the Employer it would be operationally feasible to do so.

**department.** However, this may not be suitable in every work area in which case alternative work schedules may be developed.

#### Group B

It is understood that an appropriately longer working day may provide one (1) day off for every fourteen (14) days worked. However, this may not be suitable in every work area in which case alternative work schedules may be developed.

# Group B and C

—It is understood that an appropriately longer working day may provide one (1) day off for every nineteen (19) days worked.

Eligible employees currently working a thirty-eight (38) hour paid work week will be required to work nineteen (19) days at eight (8) hours per day to earn one (1) day off. After completing nineteen (19) work days at eight (8) hours per day, employees will be eligible for an earned day off (EDO) at 7.6 hours paid as designated by a rotational schedule established by the department. If modified work schedules are in place, an EDO schedule may be considered provided levels of service and productivity can be maintained without additional cost. However, this may not be suitable in every work area in which case alternative work **EDO** schedules may be developed.

#### Group D

An experiment with varied hours of work may be developed, in accordance with a memorandum of agreement outlining the

General Provisions Regarding Altered Hours of

Work

- 1. Schedules under this alternative may vary, but as general principles:
  - (a) Hours of work will be altered in a way which will permit those participating to take full days off.
  - (b) Wherever possible, time off will be given in conjunction with normal days of rest, vacation, or in blocks of time.
  - (c) Schedules may be modified from time to time to meet special needs of work units, but schedules will not be altered unreasonably.
  - (d) Accumulated time will be taken within a year of being earned.
- 2. Unless otherwise indicated, days off are treated as normal days of rest.
- 3. Sick leave and vacation utilization is recorded consistent with Articles 17 and 18. However, for Group D a day will be considered to be eight (8) hours, and twelve (12) hours will be considered to be a day and one-half.
- 4. Additional time worked in order to accumulate time off shall not constitute

experiment and voting procedures regarding its implementation.

- b) Part-time employees may be considered for Earned Day Off (EDO) eligibility on a case by case basis where in the opinion of the Employer it would be operationally feasible to do so.
- c) General Provisions Regarding Altered Hours of Work-Earned Days Off
  - 1. Schedules under this alternative may vary, but as general principles:
    - (i) Hours of work will be altered in a way which will permit those participating to take full days off.
    - (ii) Wherever possible, time off will be given in conjunction with normal days of rest, vacation, or in blocks of time.
    - (iii) Schedules may be modified from time to time to meet special needs of work units, but schedules will not be altered unreasonably.
    - (iv) Accumulated time will be taken within a year of being earned.
  - 2. Unless otherwise indicated, days off are treated as normal days of rest.
  - 3. Sick leave and vacation utilization is recorded consistent with Articles 17 and 18 and is based on actual hours absent to the maximum hours of work for the position. However, for Group D a day will be considered to be eight (8) hours, and twelve (12) hours will be considered to be a day and one half.

- overtime, nor shall it result in any additional premium pay.
- For the purpose of accumulating the earned day off, sick, vacation, and banked time will be counted based on the appropriate longer working day.
- 23.1.2 Hours of Work Over Christmas Season

Given that the University is closed between December 25 and January 1, there will be no option for employees to work during this time except where the Employer declares it is not possible to allow certain employees the time off during the Christmas season. The effect on all employee groups as per Article 23.1 is as follows:

Group A and Group B: Clerical, Library, Duplicating and Printing Services

Additional hours, equivalent to three (3) days, must be worked in each calendar year. These days will be taken during the Christmas season on dates designated by the employer.

Group C and D: Animal and Poultry Sciences, Horticulture, **Culinary Services**, Maintenance, Caretakers, Technical Staff, Steam Plant and Security

Full-time permanent employees working a forty (40) and thirty-eight (38) hour work week be allowed two (2) additional days off (regular hours) with pay per calendar year. If the needs of the department permit, these days will be taken during the Christmas season on dates designated by the Employer.

Employees in Group C and D may be required to make up one (1) additional day

- Additional time worked in order to accumulate time off shall not constitute overtime, nor shall it result in any additional premium pay.
- For the purpose of accumulating the earned day off, sick, vacation, and banked time will be counted based on the appropriate longer working day.
- 23.4 Hours of Work Over Christmas Season

Delete current language and replace with the following:

Given that the University is closed from December 25 to January 1 inclusive, there will be no option for employees to work during this time except where the Employer declares it is not possible to allow certain employees the time off during this period.

Full-time permanent, term, active seasonal, and part-time employees shall receive time off with pay consistent with their regular scheduled hours of work during this period in which the University is closed.

Where the Employer declares it is not possible to allow certain employees time off during this period in which the university is closed, employees will be granted time off in lieu of the equivalent time worked. This time in lieu will be determined by mutual agreement between the employee and Dean, Administrative Head or designate.

23.5 The Employer agrees that where possible and subject to the safe and efficient operation of the Employer, shift scheduling will be kept to a minimum of

during this period depending upon whether they are scheduled to work.

Where the Employer declares it is not possible to allow certain employees time off during the Christmas season, the employees in Group C and D will be allowed two (2) days off with pay at an alternate time to be determined by mutual agreement between the employee and the Dean, Administrative Head or designate.

- 23.1.2.1 Where employees are required to make up additional days as per Article 23.1.2, the Dean, Administrative Head or designate in consultation with employees will develop a schedule whereby an employee may cover the time by use of any one of the following:
  - (a) Banked time or existing overtime
  - (b) Unused earned day(s) off
  - (c) Vacation time
  - (d) Leave of absence without pay

Extra time worked to bank time for these days would be determined by the needs of the department but in no instance would the total work day (regular time plus extra time) exceed eight (8) hours per day. No overtime premium is payable for this extra time.

- 23.1.2.2 New employees who have not been given an opportunity to accrue the additional hours as per Article 23.1.2 prior to Christmas will be given the option of taking the day(s) off without pay or working the additional make up time early in the new year on a schedule provided by the Dean, Administrative Head or designate.
- 23.1.2.3 Part-time permanent employees may make similar arrangements as outlined

persons required on holidays, Saturdays and Sundays.

in Article 23.1.2.1, but on a pro-rated basis.

23.1.2.4 Seasonal or term employees who are not laid off over the Christmas period may, by mutual agreement with the Dean, Administrative Head or designate, arrange a schedule that enables them to accumulate the time necessary to take the day(s) off with pay. Time worked for this purpose will not constitute overtime nor shall it result in any additional premium pay.