

Schedule "E"

Letter of Understanding – Article 13 – Workers' Compensation Supplement

Effective November 19, 2023, the language of Article 13 and the LOU titled 'Article 13 Workers' Compensation Supplement' shall expire and be replaced by the following language.

"ARTICLE 13 - WORKERS' COMPENSATION SUPPLEMENT

13.1. When a permanent employee, or a casual employee with seniority, is injured in the course of their employment with the City and it is deemed Workers' Compensation benefits are payable under *The Workers' Compensation Act*, the City shall pay to such an employee an amount per day based on their wage rate on the injury date. The wage rate shall be the rate paid to the employee immediately prior to injury. This wage rate shall be adjusted by general wages increases afforded through collective bargaining and increments as described in 18.2.2. The calculated amount of payment per day shall, when added to the amount of Worker's Compensation payment to be equal to the net amount that such an employee would have received as net income after deductions 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. Disability benefits payable by the employer shall be offset by disability benefits payable from the Canada Pension plan.

13.2 In the event the Workers' Compensation Board determines that the injury is not compensable under the Act, the amount advanced by the City under this Article shall be reimbursed by the Employee.

13.3 The Workers' Compensation Board benefits, as referred to in 13.1. 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 earning loss."

13.4 The parties acknowledge that in certain circumstances, the benefits afforded by *The Workers' Compensation Act* will exceed the total payments provided by 13.1 ("excess funds"). In the event the Workers' Compensation Board payments exceed the gross amount required to achieve the net pay described in 13.1, the City shall ensure the remaining Workers' Compensation Board payments are provided to the employee by means of periodic reconciliation. Periodic reconciliations will occur and payments of excess funds made to employees, if applicable, semi-annually and at the end of the claim.

13.5 The City'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.

13.6 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."

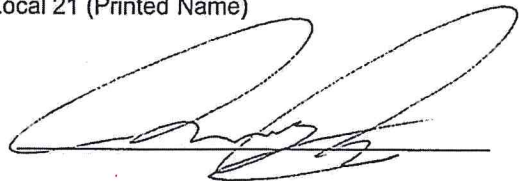
Maria Burns

Quinn Rollins

On behalf of the City of Regina (Printed Name)

On behalf of the Regina Civic Members Union

CUPE Local 21 (Printed Name)



On behalf of the City of Regina (Signature)

On behalf of the Regina Civic Members Union

CUPE Local 21 (Signature)