

# COLLECTIVE BARGAINING AGREEMENT

COPE Local 397

~ and ~

The Saskatchewan New Democratic Party Caucus

April 1, 2007– March 31, 2010

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# COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION (COPE), LOCAL 397  
HEREINAFTER REFERRED TO AS THE "UNION"

~ AND ~

THE SASKATCHEWAN NEW DEMOCRATIC PARTY CAUCUS OFFICE,  
HEREINAFTER REFERRED TO AS THE "EMPLOYER"

## ARTICLE 1 – PURPOSE

The purpose of this agreement is to maintain a harmonious relationship between the Saskatchewan New Democratic Party Caucus and its Employees; to provide for an amicable method of settling differences which may from time-to-time arise; to promote the mutual interest of the Saskatchewan New Democratic Party Caucus and its Employees; to promote and maintain such conditions of employment; in recognition whereof, the parties hereto covenant and agree as follows:

## ARTICLE 2 – RIGHTS OF THE EMPLOYER

The Union recognizes the right of the Employer to exercise the regular and customary function of Management, to direct the working forces in a fair and reasonable manner. The Employer shall exercise these rights in a manner consistent with the terms of this agreement and good management practices. The Union recognizes that its Members must maintain membership in good standing with the New Democratic Party of Saskatchewan.

## ARTICLE 3 – BARGAINING AGENCY

- 3.1 Recognition. The Employer recognizes the Union as the sole collective bargaining agent for all Employees of the Saskatchewan New Democratic Party Caucus Office, in the City of Regina, in the Province of Saskatchewan.
- 3.2 Agree to Negotiate. The Employer agrees to negotiate with the Union, representatives of the Union, or any of its authorized committees concerning any and all matters affecting the relationship between the parties, aiming toward a peaceful and amicable settlement of any differences that may arise between them.
- 3.3 Work of the Bargaining Unit. Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not displace any jobs which are included in the bargaining unit, except in cases mutually agreed upon in writing by the parties.
- 3.4 Union Label. All printed or typewritten work done in the office of the Employer by a member of the Union shall bear the COPE Local 397 label (COPE 397).

- 3.5 Union Officers and Committee Members. Union Officers and Committee Members shall be entitled during working hours to carry out their functions under this agreement, including the investigation and processing of grievances and attendance at meetings with the Employer. Permission to do so during working hours for such purposes shall first be obtained from the immediate Supervisor. Such permission shall not be unreasonably requested nor withheld. All time spent in performing such duties as outlined above shall be considered time worked.
- 3.6 No Other Agreements. No Employee shall be required or permitted to make a written or verbal agreement with the Employer or the Employer's representative which may conflict with the terms of this Collective Agreement.

#### **ARTICLE 4 – UNION SECURITY**

- 4.1 Membership. The Employer agrees that every Employee who is now or hereafter becomes a member of the Union shall maintain membership in the Union as a condition of 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 as a condition of their employment.
- 4.2 Dues. The Employer agrees to deduct the amount authorized as Union fees, dues and assessments, once each month and to transmit the monies monthly as collected to the Financial Secretary of the Union, together with a list of the Employees for whom deductions were made.
- 4.3 Union Shop. The Employer agrees to acquaint potential Employees with the fact that a Union agreement is in effect, and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-off.
- 4.4 New Employees. On commencing employment, the Employee's immediate Supervisor shall introduce the new Employee to their Union Steward or Representative. An Officer of the Union shall be given an opportunity to interview each new Employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new Employee with the benefits and duties of Union Membership and the Employee's responsibilities and obligations to the Employer and the Union.
- 4.5 Dues Deductions. At the time that Income Tax (T-4) slips are made available, the Employer shall include the amount of Union dues paid by each Union member in the previous year.
- 4.6 Correspondence. The Employer agrees that a copy of any correspondence between the Employer, or the Employer's designate and any Employee in the bargaining unit, pertaining to the interpretation, administration, or application of any part of this Agreement shall be forwarded to the Union Office.

#### **ARTICLE 5 – HOURS OF WORK**

##### **5.1 Hours of Work**

###### **5.1.1 Administrative**

- a) **Work Period – A basic work period will consist of nine (9) eight (8) hour days over a two- (2) week period, Monday to Friday, inclusive.**
- b) **Work Day – The regular work day shall be from 8:00 a.m. to 5:00 p.m. with one (1) hour for lunch.**

###### **5.1.2 Issues Management/Communications – In Session**

- a) **The basis for determining the time Employees are to be at the disposal of the Caucus is that Employees shall work the number of hours required to do their job, as determined by the Employer.**

- b) **Work Period** – There are no standard number of hours in any day, week or multi-week period when the Legislature is in session.
- c) **Work Day** – The hours of work for Issues Management/Communications Employees are undefined on a daily basis. However, there must be one (1) hour for lunch and one (1) hour for supper, if work is requested for times when those meals would normally occur.
- d) **The work term during session will be said to have the following characteristics:**
  - i) varies from day-to-day, week-to-week, and year-to-year;
  - ii) varies from Employee to Employee;
  - iii) may involve being not at work at times during the day or on days during the week when other Employees are required to work;
  - iv) presents a continuous workload over a lengthy period of time;
  - v) amounts to an extremely heavy workload in total.

**5.1.3 Issues Management/Communications – Out of Session**

- a) **Work Period** – A basic work period will consist of nine (9) six (6) hour days over a two- (2) week period, Monday to Friday, inclusive with no reduction in salary.
- b) **Work Day** – The regular work day shall be between the hours of 8:00 a.m. and 5:00 p.m. determined by mutual agreement between the parties, with one (1) hour for lunch.

**5.1.4 Sessional – In Session**

- a) **Work Day** – The regular work period shall be from 8:00 a.m. to 5:00 p.m. with one (1) hour for lunch.
- b) When the Legislature is in session the work schedule of a Sessional Employee shall be determined by the Employer.

**5.1.5 Sessional – Out of Session**

- a) **Work Day** – The regular work day shall be between the hours of 8:00 a.m. and 5:00 p.m. determined by mutual agreement between the parties, with one (1) hour for lunch.

**5.2 Sessional – Out of Session Extended Time:** The hours of work of Sessional Employees shall be recorded and their employment shall be extended based on the number of hours over and above those in Article 5.1.4 (a) accumulated during session. For each hour worked in addition to regular hours, the employment contract will be extended by a rate of one and one-half (1 ½) hours.

**5.3 Banked Time**

**5.3.1** All Employees will take the banked equivalent time off when the Legislature is not sitting.

**5.3.2 Banked Time – In Session**

- a) Administrative Employees will have the option of banking their earned days.
- b) Issues Management/Communications Employees will bank their earned days off, but will have the option of taking up to two (2) earned days off during session with prior approval.
- c) Sessional Employees will bank their earned days off, but will have the option of taking up to two (2) earned days off during session with prior approval.
- d) The earned day off will normally be a Friday unless otherwise mutually agreed to.
- e) Within sixty- (60) days of the end of session, the Employee shall propose to the Employer a schedule for using their time off within ninety- (90) days of the offer being made.

- f) **All Employees will take one (1) banked day (if any are accrued) the day after any sitting of the Legislature is adjourned for a period of eight (8) or more weeks (unless this is a paid holiday).**

- 5.4 Work Schedule. Employees shall complete their eight (8) **or six (6)** hours per **work** day on a schedule established by the Employer after consultation with the Employees. On a rotational basis, one or more Employee(s) shall provide coverage from 12:00 noon to 1:00 p.m. during each work day; such rotation shall be established by the Employer after consultation with the Employees. Once per month on a date mutually agreed upon, the Employer will provide the noon-hour coverage in order to facilitate full participation of the Employees in a scheduled Union meeting.
- 5.5 Rest Periods. Employees shall be entitled to two (2) fifteen (15) minute rest periods: one (1) in the morning and one (1) in the afternoon.
- 5.6 **Out of Session Modified Work Time: Modified work time shall be subject to approval of the Employer. Such approval shall not be unreasonably denied. Unless otherwise agreed, Employees shall be entitled to work the normal work period defined above.**

## ARTICLE 6 – OVERTIME

- 6.1 Daily. All time worked in excess of the regular work day shall be paid at the rate of one and one-half (1 ½) times regular pay for the first four (4) hours worked and two (2) times thereafter. **All overtime must be pre-authorized by the Employer.**
- 6.2 Weekends and Statutory Holidays. All work done on Saturdays and Sundays shall be paid at the rate of two (2) times regular pay. All work done on Sundays shall be paid at the rate of two (2) times. All work done on a statutory holiday shall be paid at the rate of two (2) times regular pay, in addition to regular pay. **All overtime must be pre-authorized by the Employer.**
- 6.3 Alternate Time. In lieu of payment for overtime, the Employee may opt for alternate time off at overtime rates for each hour worked. Such time off shall be offered by the Employer to the Employee within sixty (60) days of the overtime accruing and shall be taken within six (6) months of the date of offer.
- 6.4 Earned Day Off. The overtime rate will be one and one-half (1 ½) times regular pay. However, no overtime entitlement shall accrue to a permanent Employee for regular daily hours worked on an earned day off when the Legislature is in Session. **All overtime must be pre-authorized by the Employer.**
- 6.5 Election Campaign. At the dissolution of the Legislative Assembly in accordance with the following procedure:
- 6.5.1 Layoff and recall shall be as per Article 14 of the Collective Bargaining Agreement.
  - 6.5.2 The provision of Article 26.4 shall apply.
  - 6.5.3 The Employer shall have the right to designate the person(s) to staff the Caucus Office during the election.
  - 6.5.4 Upon mutual agreement voluntary severance may be elected.
- Recall of Employees after the Provincial election shall occur within five (5) working days of Election Day.
- 6.6 Meal Allowance. If an Employee is required to work overtime two and one-half (2 ½) hours or more beyond the scheduled quitting time, the Employee shall be given a meal allowance of ten dollars (\$10.00) and up to one (1) hour meal period which shall not be considered part of the overtime period.

## ARTICLE 7 – PAID HOLIDAYS

- 7.1 Paid Holidays. The Employer recognizes the following as paid holidays: New Year's Day, **Family Day**, Good Friday, Easter Monday, Queen's Birthday, Canada Day, One Floating Holiday, First Monday in August, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any other day declared or proclaimed as a holiday by the Federal, Provincial or Municipal Government, plus the last four (4) hours prior to **Christmas and** New Year's Day. The date of the Floating Holiday shall be by agreement between the Employer and the Bargaining Unit. **The first working day immediately following a completed session shall be deemed a paid holiday.**
- 7.2 Saturday or Sunday. In the event that any holiday mentioned in the preceding **Article** occurs on a Saturday, Sunday, or scheduled day off, the preceding day or the next working day shall be considered the holiday.
- 7.3 Paid Holiday. For religious purposes, in the event that a religious holiday not listed in **Article 7.1** falls on an Employee's normal work day, the Employer shall grant the Employee time off. Such time off either as vacation, leave of absence without pay, or in exchange for work on an otherwise earned day off shall be mutually-agreed upon by the Employee and Employer.

## ARTICLE 8 – VACATIONS

- 8.1 Length of Vacation. An Employee shall receive an annual vacation with pay in accordance with the Employee's years of employment in the bargaining unit including service with the Saskatchewan Provincial Government, **Saskatchewan Crown Corporation, NDP Provincial Office, working for an NDP Member of the Legislative Assembly (MLA), Member of Parliament (MP), Executive Council, Legislative Assembly**, as follows:
- |                  |                                   |
|------------------|-----------------------------------|
| Less than 1 year | – 1.25 working days/month         |
| 1 – 7 years      | – 15 working days – 6% of salary  |
| 8 – 14 years     | – 20 working days – 8% of salary  |
| 15 – 24 years    | – 25 working days – 10% of salary |
| 25 plus years    | – 30 working days – 12% of salary |
- 8.2 Sessional. Sessional Employees shall have their vacation pay added to each pay cheque in lieu of annual vacation leave.
- 8.3 Minimum Vacation. Upon request, the Employee with less than three (3) weeks of earned vacation may be granted sufficient leave of absence without pay to allow a minimum of three (3) weeks vacation.
- 8.4 Carry-over. An Employee shall be entitled to carry over a maximum of **five (5)** days of annual vacation leave to the next vacation year, at the rate of pay prevailing when the vacation is taken. Under extenuating circumstances, the Employer may permit the Employee to carry over more than **five (5)** days of annual vacation.
- 8.5 Compensation for Holidays Falling Within Vacation Schedule. If a paid holiday falls or is observed during an Employee's vacation period, they shall be allowed an additional vacation day with pay at a time mutually agreed upon by the Employee and the Employer.
- 8.6 Vacation Pay on Termination. An Employee terminating employment at any time in the vacation year, prior to using their vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, prior to termination, subject to **Article 17.1.2.**

- 8.7 Vacation Pay on Retirement. On retirement, an Employee shall be entitled to the same vacation or vacation pay which would have been earned if the Employee had continued in employment to the end of the calendar year.
- 8.8 Preference in Vacations. Vacation schedules shall be determined by the Employer after consultation with the Employees and shall be offered to Employees on the basis of seniority.
- 8.9 Unbroken Vacation Period. An Employee shall receive an unbroken period of vacation unless mutually agreed upon between the Employee and the Employer.
- 8.10 Approved Leave of Absence During Vacation. Where an Employee qualifies for leave as a result of hospitalization, bereavement, or illness substantiated by a medical certificate, or any other Employer-approved leave during the Employee's period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, as mutually agreed upon.
- 8.11 Vacation Pay. Upon request, Employees shall receive their vacation pay in the fourteen (14) days immediately preceding the annual vacation leave.
- 8.12 Vacation Payout. If an Employee, due to being on leave of absence, Workers' Compensation, Disability, or other unforeseen circumstance is unable to take vacation within the vacation year and arrangements have not been made for a carryover of vacation, the remaining vacation entitlement shall be paid out to the Employee.

## ARTICLE 9 – SICK LEAVE PROVISIONS

- 9.1 Sick Leave Defined. Sick leave means the period of time an Employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease, or under examination or treatment of a physician, chiropractor or dentist, or because of an accident for which compensation is not payable under the Workers' Compensation Act.
- 9.2 Earning. Sick leave shall be earned at the rate of one and one-quarter (1.25) days for each paid month. Further sick leave with pay within any yearly period shall be left to the discretion of the Employer.
- 9.3 Accumulation. The unused portion of an Employee's sick leave shall accrue for their future benefit to a maximum of two hundred and sixty (260) working days.
- 9.4 Sick Leave Records. Immediately after the close of each fiscal year, the Employer shall advise each Employee in writing of the amount of sick leave accrued to the Employee's credit.
- 9.5 Illness in the Family. Where no one at home other than the Employee can provide for the needs during illness of an immediate member of the Employee's family (as defined in Article 9.8.2), an Employee shall be entitled, after notifying the Employee's Supervisor, to use a maximum of five (5) accumulated sick leave days per illness to care for the member of the family who is ill.
- 9.6 Deduction from Sick Leave. A deduction shall be made from accumulated sick leave of all normal working days (exclusive of paid holidays) absent for sick leave. Absence on account of illness for less than half (1/2) a day shall not be deducted. Absence for half (1/2) a day or more, and less than a full day, shall be deducted as one-half (1/2) day.
- 9.7 Proof of Illness. For any illness in excess of **four (4)** working days, the Employer reserves the right to require an Employee to submit a certificate of illness from a duly-qualified health professional. The certificate **will** be requested where there appears to be abuse of the sick leave. The cost of the certificate, if any, shall be paid by the Employer.



- 9.8 Paid Bereavement Leave.
- 9.8.1 An Employee shall be granted a minimum of five (5) regularly scheduled consecutive work days, without loss of pay or benefits, in the case of death or serious illness of the Employee's spouse or common-law spouse.
- 9.8.2 An Employee shall be granted a minimum of three (3) regularly scheduled consecutive work day's leave, without loss of pay or benefits, in the case of death or serious illness of a parent, brother, sister, child, step-child, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, great grandparent, spouse's grandparent, grandparent, grandchild, former guardian, ward, fiancée, or any other relative or very close friend who has been residing in the same household, or any other relative for whom an Employee is required to administer bereavement responsibilities. A relative shall include a person related by marriage, adoption, or common-law. Where the burial occurs outside the province, such leave shall also include reasonable traveling time, but in no event shall the total leave exceed five (5) working days.
- 9.8.3 Reasonable leave for attendance at funerals other than those listed above shall be arranged between the Employee and the immediate Supervisor.
- 9.8.4 In recognition of the fact that circumstances which call for bereavement leave are based on individual circumstances, the Employer, on request, may grant additional bereavement leave.
- 9.9 Pressing Necessity. Necessary time off work with pay shall be granted to an Employee for pressing personal matters beyond the Employee's control up to a maximum of three (3) days per person per year. This would include such matters as illness in the family and natural disasters. This would also include divorce and custody hearings and court appearances for self, children and/or domestic partners.

## **ARTICLE 10 – LEAVE OF ABSENCE**

- 10.1 Negotiation Pay Provisions. Representatives of the Union shall not suffer any loss of pay or benefits for total time involved in negotiations with the Employer.
- 10.2 Union Functions. Upon written request to the Employer, an Employee elected or appointed to represent the Union at conventions or meetings of the Union and its affiliates shall be allowed leave of absence without pay and without loss of benefits in order to attend the convention or meeting. No more than two (2) Employees shall be entitled to request such leave at the same time.
- 10.3 Leave of Absence for Full-Time Union or Public Office
- 10.3.1 The Employer recognizes the right of an Employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without loss of seniority and benefits so that the Employee may be a candidate in federal, provincial, or municipal elections.
- 10.3.2 An Employee who is elected to public office shall be allowed leave of absence without loss of seniority during the Employee's term of office.
- 10.3.3 An Employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without loss of seniority for a period of one (1) year. Such leave shall be renewed each year, on request during the Employee's term of office.
- 10.4 Pay During Leave of Absence for Union Work or Convention. An Employee shall receive the pay and benefits provided for in this Agreement when on unpaid leave of absence for Union work or conventions. However, the Union shall reimburse the Employer for all pay during the period of absence.

- 10.5 Protection During Maternity. Maternity leave shall be considered as a right. Accordingly, no Employee shall be laid off or otherwise adversely affected in her employment because of pregnancy. The Employer shall not deny the pregnant Employee the right to continue employment during the period of pregnancy. Where working conditions may be hazardous to an unborn child or to the pregnant Employee, the Employee shall be entitled to transfer to another position, provided she is capable of performing the work and is otherwise entitled thereto by virtue of seniority.
- 10.6 Length of Maternity Leave. Maternity leave shall cover a period up to twelve (12) months before and/or after the birth or adoption of a child. Where a doctor's certificate is provided, stating that a longer period of maternity leave is required for health reasons, an extension up to a maximum of eighteen (18) months shall be allowed. During this period and as the Public Employee Benefit Plans allow, benefits shall be maintained.
- 10.7 Maternity Pay. The first two (2) weeks of maternity leave granted under Article 10.6 shall be with full pay and benefits.
- 10.8 Procedure Upon Return from Maternity Leave. When an Employee decides to return to work after maternity leave, she shall provide the Employer with at least two (2) weeks' notice. On return from maternity leave, an Employee with one (1) year or more continuous service with the Employer shall be placed at minimum in her former position. If the former position no longer exists, she shall be placed in a position of similar rank and value at the same rate of pay.
- 10.9 Paternity Leave.
- 10.9.1 Whenever possible, the Employee will inform the Employer at least one (1) month before the desired leave of absence, which may be before and/or after the birth. On request, the Employee will supply a medical report confirming that his spouse is pregnant and indicating the anticipated date of delivery.
- 10.9.2 Leave of absence with full pay and benefits shall be granted for a period not to exceed two (2) weeks at time of birth or adoption of a child.
- 10.10 Paid Jury or Court Witness Duty Leave. The Employer shall grant leave of absence without loss of seniority and benefits under the terms of this Agreement to an Employee who serves as juror or witness in any court or who is required by subpoena to attend a court of law or coroner's inquest. The Employee must turn over any witness or jury fees to the Employer, excluding payment for travelling, meals, or other expenses. The Employee will present proof of service and the amount received. Time spent by an Employee required to appear before any government body, or who is subpoenaed to attend a coroner's inquest or is required to serve as a court witness in any matter arising out of the Employee's employment shall be considered as time worked at the appropriate rate of pay.
- 10.11 General Leave. An Employee may request a leave of absence without pay and without loss of seniority when the Employee requests in writing such leave for good and sufficient cause. Such requests are subject to approval by the Employer and shall not exceed one (1) year. Such requests will not be denied without good and sufficient cause.
- 10.12 Earned Vacation and Sick Leave on Death. If an Employee who has been granted more vacation or sick leave with pay than the Employee has earned dies, the Employee is considered to have earned the amount of leave with pay granted.
- 10.13 Earned Sick Leave on Termination. When the employment of an Employee who has been granted more sick leave with pay than the Employee has earned is terminated or laid off by the Employer, the Employee is considered to have earned the amount of leave with pay granted to them.
- 10.14 Leave without pay for the long-term care of a dependent or someone whom you have a legal responsibility for.

- 10.14.1 Both parties recognize the importance of access to leave for the purpose of long-term care of a dependent or someone whom you have a legal responsibility for.
- 10.14.2 An Employee shall be granted leave without pay for the long-term personal care of the Employee's dependent or someone whom the Employee has a legal responsibility for, in accordance with the following conditions:
- a) An Employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless because of an urgent or unforeseeable circumstance such notice cannot be given;
  - b) Leave granted under this Article shall be for a minimum period of three (3) weeks;
  - c) Notwithstanding Article 28.3 the total leave granted under this Article shall not exceed five (5) years during an Employee's total period of employment;
  - d) Leave granted for periods of one (1) year or less shall be scheduled in a manner which ensures continued service delivery.
- 10.14.3 An Employee who has proceeded on leave without pay may change his or her return to work date if such change does not result in additional costs to the Employer.
- 10.14.4 In order to accommodate the Employees return to the workplace the Employee and Employer shall meet. The Employee and Employer shall discuss modified work schedules which may include job share arrangements based on the specific requirements of the long term care of the individual.

## ARTICLE 11 – EDUCATION LEAVE AND EXAMINATIONS

- 11.1 Sabbatical. The Employer agrees that it is to the mutual benefit of the Employer and the Employee to improve the educational standards of the workforce. Accordingly, the Employer agrees that Employees with five (5) years employment, who wish to further their education, may be permitted up to one (1) year of education leave. A request for education leave shall not be unreasonably denied. Any benefits based on service and seniority shall be retained but not accumulated. Upon return to work, the Employee shall be placed in a position equivalent to that which the Employee held prior to the education leave.
- 11.2 Employer Sponsored.
- 11.2.1 When the Employer requests a permanent or Sessional Employee to attend a course related to political education or job skills, the Employer will pay one hundred (100) per cent of the cost upon registration.
  - 11.2.2 In the event a permanent or Sessional Employee attends an educational course as specified above, and that day is other than a normal working day, then a compensating day off with pay shall be granted and taken by the Employee immediately preceding or succeeding the day of the attendance of such course or at such other time as is mutually agreed upon between the Employer and the Employee.
  - 11.2.3 The Employer further agrees that where such leave as outlined above is granted during normal working hours, the leave shall be without loss of wages or benefits.
  - 11.2.4 During intersessional periods where a Sessional Employee is requested by the Employer to attend an educational course, the day shall be considered a working day and wages accorded to the Employee.
- 11.3 Employee Requested. **Upon Employer approval**, the Employer agrees that a leave of absence with pay shall be granted to members of the bargaining unit who submit a request to attend an Employee development educational program(s) which is relevant to the work/job being performed.
- 11.4 Examinations. An Employee shall be entitled to leave of absence with pay for up to one (1) day and without loss of seniority and benefits to write examinations to upgrade the Employee's employment qualifications.

## 11.5 Allowance for Certain Costs

11.5.1 The Employer agrees to reimburse the actual costs of training or education, pre-approved by the Employer, to a maximum of fifteen hundred dollars (\$1,500) per fiscal year. This may include courses during or outside scheduled hours of work.

## ARTICLE 12 – SENIORITY

- 12.1 Seniority Defined. Seniority is defined as the length of continuous service in the bargaining unit.
- 12.2 Seniority Accumulation. Seniority shall accumulate on the basis of time actually worked, exclusive of overtime, but inclusive of:
- sick leave/disability leave
  - Workers' Compensation leave
  - maternity/paternity leave
  - paid educational leave
  - annual vacations
  - bereavement leave
  - jury/witness duty leave
  - unpaid leaves of absence, for any other reason, of sixty (60) days or less
  - layoff of thirty (30) days or less
- 12.3 Seniority Maintained. Seniority shall be maintained but shall not accrue during the following:
- unpaid leave of absence in excess of sixty (60) days
  - unpaid educational leaves
  - layoffs of twelve (12) months or less
  - intersessional layoffs of any duration
- 12.4 Seniority Terminated. Seniority shall be terminated only in the following circumstances:
- termination for just cause
  - retirement
  - resignation
  - failure to return from layoff within fifteen (15) days of notice of recall, without reasonable justification
  - failure to return to work following an approved leave of absence, without reasonable justification
  - layoff in excess of twelve (12) months
- 12.5 Seniority Lists. The Employer shall maintain a seniority list showing the current classifications and the date upon which each Employee's service commenced. Where two (2) or more Employees commence work on the same day, preference shall be in accordance with the date of application. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.
- 12.6 Probation.
- 12.6.1 Probationary period shall be a predetermined designated period commencing the first day of employment or voluntary transfer of Employees during which the Employer has the opportunity to assess the adequacy of the Employee's ability and work performance in fulfilling the requirements of the assigned position.
- 12.6.2 The length of the probationary period for each classification shall be ninety (90) calendar days.
- 12.6.3 If an Employee's capabilities are in question at the end of the ninety (90) day period, the probation period may be extended by mutual agreement, for an additional period of up to sixty (60) days.

12.6.4 When a temporary Employee is placed in a permanent or sessional position, the probationary period will have been deemed to have started at the commencement of employment in the temporary position.

### **ARTICLE 13 – VACANCIES AND PROMOTIONS**

- 13.1 Job Postings. Notice of all vacancies and new positions, except vacancies and new positions in sessional employment, occurring within the scope of this Agreement shall be posted on the Employees' bulletin board fourteen (14) days in advance of the commencement date of the position. Copies of all postings shall be forwarded to the Union.
- 13.2 Temporary Positions. With the exception of positions of sixty (60) days or less, all temporary positions will be posted. However, in the event of an emergency, a temporary position becomes vacant; it will not be subject to the fourteen (14) day posting period. All temporary positions shall be offered first to qualified permanent and Sessional Employees on the basis of seniority.
- 13.3 Additional Posting. Additional posting shall not be required for the position of a permanent Employee filling a temporary position.
- 13.4 Filled by Transfer. If a temporary position or vacancy was filled by transferring an Employee to the position, the Employee shall be returned to the Employee's former position when the temporary position or vacancy becomes redundant.
- 13.5 Employee on Layoff. If a temporary position or vacancy was filled by an Employee on layoff, the Employee shall revert to layoff status upon completion of the temporary work.
- 13.6 Permanent Status. Should a temporary position or vacancy subsequently become a permanent position, it shall be posted and filled in accordance with Articles 13.1, 13.2, and 13.8.
- 13.7 Information in Postings. Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, hours of work, wage or salary rate or range. Such qualifications and requirements shall be those necessary to perform the job function.
- 13.8 Requirements. Vacancies or new positions occurring in permanent employment shall first be offered to permanent applicants who possess the skill, ability, education and experience required to perform the work, in order of seniority. If there are no permanent qualified applicants for the position, the position shall then be offered to qualified sessional applicants who possess the skill, ability, education, and experience required to perform the work in order of seniority. The Employer shall be entitled to recruit externally if there are no qualified permanent or sessional applicants for the position.
- 13.9 Notification to Employee and Union. Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant and a copy posted on all bulletin boards. The Employer, upon request of the Employee shall provide a full written explanation and notification of any shortcomings in their qualifications to all senior applicants who have been denied promotion or transfer. The Union shall be notified of all promotions, demotions, hirings, layoffs, transfers, recalls, resignations, retirements, deaths or other terminations of employment.
- 13.10 Withdrawal. Postings cannot be withdrawn without mutual consent of the Employer and Union.

### **ARTICLE 14 – LAYOFFS AND RECALLS**

- 14.1 Definition of Layoff. A layoff shall be defined as a reduction in the workforce or a reduction in the regular hours of work as defined in this Agreement.

- 14.2 Role of Seniority in Layoffs. Seniority may be used by an Employee to maintain job security, in the event of layoff from the Employee's position as follows:
- 14.2.1 Permanent Employees. Subject to qualifications being sufficient to perform the work, a permanent Employee may displace:
- a) a less senior permanent Employee in an equal or lower classification for which the Employee is qualified;
  - b) a Sessional Employee in a comparable classification;
  - c) a temporary Employee in an equal or lesser classification for which the Employee is qualified.
- 14.2.2 Sessional Employees. Subject to qualifications being sufficient to perform the work, a Sessional Employee may displace a less senior Sessional Employee in the same classification, or a temporary Employee in an equal or lesser classification for which the Employee is qualified.
- 14.2.3 Temporary Employees. Subject to qualifications being sufficient to perform the work, a temporary Employee may displace a less senior temporary Employee in the same or lower classification for which the Employee is qualified.
- 14.3 Recall Procedures. Permanent Employees shall be recalled in order of their seniority to the classification from which they were laid off, or lower permanent classification or a comparable sessional classification as employment in those classifications becomes available, and where the Employee is qualified without the posting of the position under Article 13. Sessional Employees shall be recalled in order of their seniority to the sessional classification from which they were laid off or a sessional classification for which the Employee is qualified, as employment in that classification becomes available, without the posting of the position under Article 13.
- 14.4 Notification. Employees on layoff shall be notified by the Employer of all new positions and all vacancies occurring in classifications other than the one the Employee was laid off from. Employees on layoff shall be entitled to bid on such positions in accordance with Article 13.
- 14.5 Information. An Employee on layoff shall, at all times, keep the Employer informed of their current address and phone number.
- 14.6 Notice of Layoff.
- 14.6.1 Permanent Employees shall receive thirty (30) calendar days notice of layoff, unless legislation requires more notice of layoff. If the Employee has not had the opportunity to work the days as provided in this Article, the Employee shall be paid for the days on which work was not made available.
- 14.6.2 Sessional Employees shall receive notice of layoff in accordance with the procedures of the Legislative Assembly office.
- 14.7 Positions Available. The Employer shall facilitate the exercise of seniority rights on layoff by advising the Employees of the positions to which the Employee is entitled to displace.
- 14.8 Grievance on Layoffs and Recalls. Grievances concerning layoffs and recalls shall be initiated at **Article 19.4.2** of the Grievance Procedure.

## **ARTICLE 15 – JOB SECURITY**

- 15.1 Contracting Out. The Employer agrees not to perform in-scope work on an ongoing basis or to subcontract or lease any work which would ordinarily be performed by the Employees in the bargaining unit except special projects which may be considered upon mutual agreement of the parties.

- 15.2 Volunteer Assistance. The Union recognizes the need for and agrees to the use of volunteer assistance during peak load periods, and the use of volunteers during election campaigns. Under no circumstances will this result in a reduction of the regular hours of work, or layoff, or termination, of Employees covered by this Agreement.

## **ARTICLE 16 – FAIR EMPLOYMENT AND EQUAL PAY FOR EQUAL WORK**

- 16.1 Hiring Practice. The Employer and the Union agree that where an Employee has the necessary qualifications and/or has proven their ability to handle the work, there shall be no discrimination in hiring, promoting or paying any Employee. In particular, there shall be no discrimination because of sex, race, colour, creed, sexual orientation, physical or mental disadvantages, age, marital status, or ethnic origin.

## **ARTICLE 17 – RESIGNATIONS**

- 17.1 Notice.
- 17.1.1 A probationary Employee who intends to terminate their employment with the Employer shall give seven (7) days notice thereof.
- 17.1.2 A permanent Employee who intends to terminate their employment with the Employer shall give fifteen (15) calendar days written notice thereof.

## **ARTICLE 18 – DISCHARGE, SUSPENSION AND DISCIPLINE**

- 18.1 Principle of Innocence. Both parties agree that an Employee is considered innocent until proven guilty. Therefore, in the event the Employer initiates a disciplinary action against an Employee which may result in the suspension or discharge of the Employee, the following procedure shall be followed.
- 18.2 Discipline Procedure
- 18.2.1 The Employee shall be notified in writing by the Employer, with full disclosure of the reasons, grounds for action, and/or penalty, with a copy to the Shop Steward.
- 18.2.2 If an Employee feels the Action or Penalty is unjust such Employee will file a grievance within three (3) working days.
- 18.3 Burden of Proof. In cases of discharge and/or discipline, the burden of proof of just cause shall rest with the Employer. In the subsequent grievance proceedings or arbitration hearing, evidence shall be limited to the grounds stated in the discharge or discipline notice to the Employee.
- 18.4 Warning. Whenever the Employer or the Employer's authorized agent deems it necessary to censure an Employee, in a manner indicating that dismissal or discipline may follow any further infraction or may follow if such Employee fails to bring their work up to a required standard by a given date, the Employer shall, within ten (10) days thereafter, give written particulars of such censure to the Union, with a copy to the Employee involved.
- 18.5 Designation of Supervisor. Every Employee shall be notified of the name of their immediate designated Supervisor.
- 18.6 18.6.1 Crossing of Picket Lines During Strike. An Employee covered by this Agreement shall have the right to refuse to cross a picket line or refuse to do the work of striking or locked-out Employees, or refuse to handle goods from an Employer where a strike or lockout is in effect. Failure to cross such a picket line or to perform the work of striking or locked-out Employees or to handle goods from an Employer where a strike or lockout is in effect by a member of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action, other than loss of wages for the period involved.

- 18.6.2 Picketing of the Legislative Assembly Building. In the case of a picket line at the Saskatchewan Legislature, the Employee shall contact their representative to determine the status of the picket line. A legal strike line shall be respected as per Article 18.6.1. In the case of an informational picket line, the Employee shall gather all information available to be transmitted to the Employer and resume the normal workday.
- 18.7 Political Action. No Employee shall be disciplined for participation in any political action(s) called for by the Canadian Labour Congress, its affiliates, or subordinate bodies, however, deduction of Employee's wages shall not be considered discipline.
- 18.8 Right to Have Steward Present.
- 18.8.1 An Employee shall have the right to have their Steward present at any discussion with Supervisory personnel which the Employee believes might be the basis of disciplinary action. Where a Supervisor intends to interview an Employee for disciplinary purposes, the Supervisor shall so notify the Employee in advance of the purpose of the interview in order that the Employee may contact their Steward to be present at the interview.
- 18.8.2 A Steward shall have the right to consult with a Union Officer or Representative and to have them present at any discussion with Supervisory personnel which might be the basis of disciplinary action.

## **ARTICLE 19 – GRIEVANCE PROCEDURE**

- 19.1 Recognition of Union Stewards and Grievance Committee.
- 19.1.1 In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Steward. The Steward may assist any Employee in preparing and presenting the Employee's grievance in accordance with the grievance procedure.
- 19.1.2 There shall be a Grievance Committee consisting of not more than two (2) members designated by the Union.
- 19.2 Permission to Leave Work. The Employer agrees that Stewards shall not be hindered, coerced, restrained, or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that each Steward is employed full time by the Employer and that they will not leave their work during working hours except to perform their duties under this Agreement. Therefore, no Steward shall leave their work without obtaining the permission of their Supervisor and will minimize as much as possible the time and disruption to the workplace involved in the investigation.
- 19.3 Grievance Defined. A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement of a case where Employer or the Union has acted unjustly, improperly, or unreasonably.
- 19.4 Procedure
- 19.4.1 The Union's Representative will submit the written grievance to the aggrieved Employee's immediate Supervisor within thirty (30) days of the date of the occurrence giving rise to the grievance. The Supervisor or designate shall reply in writing to the Union within ten (10) working days of receiving the grievance.
- 19.4.2 If settlement is not reached in **Article** 19.4.1, the Union shall within ten (10) working days submit the grievance in writing to the Chief of Staff who shall discuss the grievance with the Union and shall render their decision in writing within ten (10) working days of the submission of the grievance to them.
- 19.4.3 If a settlement is not reached in **Article** 19.4.2, the Union shall within ten (10) working days of receiving the Chief of Staff's decision submit the grievance to the Caucus Administration Committee which shall discuss the matter with the Union and render a decision within ten (10) working days.



- 19.4.4 Failing to reach a satisfactory settlement in **Article** 19.4.4, the grievance may within thirty (30) calendar days be referred to arbitration. All time limits referred to above may be extended by mutual agreement.
- 19.5 Policy Grievance. Where a dispute involving a question of general application or interpretation occurs, or where a group of Employees, the Union, the Employer and their representatives, has a grievance, **Article** 19.4.1 of this Article may be bypassed.
- 19.6 19.6.1 Union May Institute Grievances. Only the Union and its Representatives shall have the right to originate a grievance on behalf of Employees, or group of Employees and to seek redress in the manner provided in the grievance procedure. Such a grievance shall commence at **Article** 19.4.2.
- 19.6.2 Employer May Institute Grievances. The Employer may institute a grievance on its behalf. Such grievance shall be filed with the Union and shall commence at a mutually agreed upon step.
- 19.7 Deviation from Grievance Procedure. After a grievance has been initiated by the Union, the Employer's representative shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved Employee, without the consent of the Union.
- 19.8 Grievance on Safety, Etc. The Union's representative, on behalf of an Employee, or a group of Employees, who is requested to work under unsafe or unhealthy conditions (including cases of sexual harassment or other forms of discrimination) shall have the right to file a grievance in accordance with **Article** 19.4.3 of the grievance procedure for preferred handling.
- 19.9 Replies in Writing. Replies to grievances stating reasons shall be in writing at all stages.
- 19.10 Facilities for Grievances. In order to facilitate an orderly and confidential investigation of grievances, the Employer shall make available the temporary use of a private office or similar facilities for the grievance meetings.
- 19.11 Mutually-Agreed Changes. Any mutually-agreed changes during the life of this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

## **ARTICLE 20 – ARBITRATION**

- 20.1 Single Arbitrator. The parties shall first attempt to agree to a single arbitrator. If no agreement can be reached the following procedure will apply.
- 20.2 Composition of Board of Arbitration. When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement, indicating the name of its nominee on an Arbitration Board. Within five (5) days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two appointees shall select an impartial chairperson.
- 20.3 Failure to Appoint. If the party receiving the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a chairperson within seven (7) days of their appointment, the appointment shall be on an annual rotating basis beginning with the President of the New Democratic Party for the **current** calendar year and then the President of the Saskatchewan Federation of Labour.
- 20.4 Board Procedure
- 20.4.1 In resolving disputes, an Arbitration Board shall have regard to the real substance of the matters in dispute and the respective merits of the positions of the parties, and shall apply principles consistent with the Trade Union Act and not be bound by a strict legal interpretation of the issue in dispute.

- 20.4.2 The Arbitration Board shall have the power to receive and accept evidence and information on oath, affidavit, or otherwise as in its discretion it considers proper, whether or not the evidence is admissible in a court of law.
- 20.4.3 A grievance or arbitration shall not be deemed invalid by reason of a defect in form, a technical irregularity, or an error of procedure, if it results in a denial of natural justice. An Arbitrator may relieve against those defects, irregularities or errors of procedure on just and reasonable terms.
- 20.5 Decision of the Board. The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties, and may not be changed. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions or make any decision contrary to the provisions of this Agreement. However, the Board shall have the power to amend a grievance, modify penalties or dispose of a grievance by any arrangement which it deems just and equitable.
- 20.6 Disagreement on Decision. Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision.
- 20.7 Expenses of the Board. Each party shall pay:  
20.7.1 The fees and expenses of the Arbitrator it appoints.  
20.7.2 One-half of the fees and expenses of the Chairperson.
- 20.8 Amending of Time Limits. The time limits fixed in the arbitration procedure may be extended by consent of the parties. The time limits in this **Article** are not mandatory but merely discretionary.
- 20.9 Witnesses. At any stage of the grievance or arbitration procedure, the parties shall have the assistance of the Employee or Employees involved and any necessary witnesses.
- 20.10 Access. All reasonable arrangements shall be made to permit the conferring parties or Arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

## **ARTICLE 21 – LABOUR-MANAGEMENT RELATIONS**

- 21.1 Representatives.  
21.1.1 The Employer shall not bargain with or enter into any agreement with an Employee or group of Employees in the Bargaining Unit. No Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an Employee or group of Employees, an elected or appointed representative of the Union shall be the spokesperson.  
21.1.2 In order that this may be carried out, the Union will supply the Employer with the names of its Officers. Likewise, the Employer shall supply the Union with a list of its Supervisory personnel with whom the Union may be required to transact business.
- 21.2 Union Accommodations. In order that the Union can properly represent the Employees in labour/management relations, the Employer shall provide the Union with meeting accommodations on the premises.

- 21.3 Labour/Management Committee.
- 21.3.1 The Labour/Management Committee shall be a permanent joint committee of the two (2) parties. The Union and the Employer shall each be represented by a minimum of three (3) members to serve on a Labour/Management Committee. Each party shall keep the other informed of its nominees to the Labour/Management Committee. This Committee shall meet to attempt to resolve any problems that might arise and that might be foreseen. This Committee shall meet at the request of either party.
- 21.3.2 This Committee, however, shall not make any decisions that are binding upon the Union as a whole, without the approval of the Union, or on the Employer as a whole, without the approval of the Caucus. It shall not violate or change this Agreement in any way. Union members shall not be required to assume Management responsibilities in the enforcement of any rules and regulations.

## **ARTICLE 22 – HEALTH AND SAFETY**

- 22.1 Cooperation on Safety. The Union and the Employer shall cooperate in promoting and improving rules and practices which promote an occupational environment which will enhance the physiological and psychological conditions of Employees and which will provide protection from factors adverse to Employee health and safety. There shall be no discrimination, no penalty, no intimidation and no coercion when Employees comply with this Health and Safety Article.
- 22.2 Compliance with Health and Safety Legislation. The Employer shall comply with all applicable federal, provincial and municipal health and safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice to be improved upon by agreement of the Union/Employer Health and Safety Committee or negotiations with the Union.
- 22.3 Union/Employer Health and Safety Committee.
- 22.3.1 A Health and Safety Committee shall be established which is composed of an equal number of Union and Employer representatives, but with a minimum of two (2) Union and two (2) Employer members. The Health and Safety Committee shall hold meetings once a month or as required for jointly considering, monitoring, inspecting, investigating, reviewing and improving health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be sent to the Employer and Union.
- 22.3.2 The Health and Safety Committee shall be responsible for the annual inspections of all video display terminals.
- 22.3.3 Any Union Employee of the NDP Caucus Office shall have their eyes examined by an eye care professional once per year. The eye care professional shall be selected by the Employer or an eye care professional of the Employee's choice acceptable to the Employer. The Employer shall pay the costs of such examinations or tests where not covered by a medical plan.
- 22.3.4 In addition to the cost of examination, the Employer shall pay for any vision care required to a maximum of two hundred and fifty (250) dollars every two (2) years.
- 22.3.5 A pregnant VDT operator may request a job reassignment for the period of pregnancy by forwarding a written request to the Employer along with a certificate from a duly qualified medical practitioner certifying she is pregnant. Upon receipt of the request the Employer shall assign the VDT operator to alternate duties within five (5) working days of the request. Where the Employer is unable to accomplish this, the Employer, the Employee and the Union will meet without delay in an effort to resolve the matter.
- 22.4 Health and Safety Committee Pay Provisions. Time spent during working hours by members of the Committee in the course of their duties shall be considered as time worked and shall be paid for in accordance with the terms of this Agreement.

- 22.5 Safety and Health Reports, Records and Data. The Employer shall provide the members of the Health and Safety Committee with the details of every accident, incident, or occurrence of an occupational disease that occurred at the worksite in the previous month. In addition, the Employer shall provide members of the Committee with any other health and safety records in the possession of the Employer, including records, reports and data provided to and by the Workers' Compensation Board and other government departments and agencies.
- 22.6 Access to the Workplace. Members of the Health and Safety Committee shall conduct an inspection of the workplace as required. No restriction shall be placed on this inspection. In the event of an accident, an incident or any occupational health problem, a Union member of the Health and Safety Committee shall be allowed to complete an investigation of the occurrence.
- 22.7 Right to Refuse or Stop Unsafe Work. Members of the Health and Safety Committee shall have the right to stop any work considered unsafe or hazardous. No Employee shall be discharged, penalized or disciplined for refusing to work on a job or in any workplace or to operate any equipment where the Employee or a member of the Health and Safety Committee believes that it would be unsafe or unhealthy to themselves, an unborn child, a workmate, or the public, or where it would be contrary to the applicable federal, provincial or municipal health and safety legislation or regulations. There shall be no loss of pay or seniority during the period of refusal. No Employee shall be ordered or permitted to work on a job which another worker has refused until the matter is investigated by the Health and Safety Committee and satisfactorily settled.
- 22.8 Proper Training. No Employee shall be required to work on any job or operate any piece of equipment until they have received proper training and instructions.
- 22.9 Health and Safety Grievance. Where a dispute involving a question of general application or interpretation of this Article occurs, it shall be subject to the grievance procedure and **Article** 19.4.1 of the grievance procedure may be bypassed.

## **ARTICLE 23 – TECHNOLOGICAL CHANGE**

- 23.1 Workforce. The Employer agrees that there shall be no reduction in the workforce or the regular hours of work as the result of introducing any technological change.

## **ARTICLE 24 – WAGES AND ALLOWANCES**

- 24.1 Wages. The Union and the Employer acknowledge that the wages and increments paid to Employees covered by this Collective Agreement are as set out in the Salary Schedule attached hereto.
- 24.2 Pay Days. The Employer shall pay salaries on the last day of the month in accordance with the Salary Schedule attached hereto.
- 24.3 Deductions. The Employer may not make deductions from wages or salaries unless authorized by statute, court order, arbitration order, or by this Agreement. Overpayment shall not be recoverable by the Employer in lump sum where such recovery would be unreasonable or unfair.
- 24.4 Higher Paying Position. An Employee assigned, promoted or reclassified in accordance with the Collective Agreement to a higher paying position carrying a salary range shall be placed in an experience grade in the new classification which is next higher than the Employee's previous rate. The date of promotion to the new classification shall become the anniversary date for application of the salary progression.

- 24.5 Temporary Performance of Higher Duty.
- 24.5.1 When an Employee temporarily relieves in, or performs after one (1) full day, the principle duties temporarily, of a higher paying position for which a salary range has been established, the Employee shall receive the next higher step or a minimum of ten (10) percent, whichever is greater but in no event shall the increase be greater than the salary of the person replaced.
- 24.5.2 Where the higher position is outside the bargaining unit the Employee shall receive the rate of pay for the position filled but in any event the increase shall not be less than ten (10) percent; however, at no time shall the increase be greater than the salary of the person replaced.
- 24.5.3 The Employee shall be deemed to be covered by all provisions of this Collective Agreement, including check-off of Union dues, during the period of temporary transfer.
- 24.5.4 Temporary Performance of Higher Duty will be offered to Employees based on seniority, subject to the Employee possessing the skills and ability to perform the job function.
- 24.5.5 Temporary Performance of Higher duty shall not exceed six (6) months in any twelve (12) month period, unless the temporary Employee has been hired to replace an Employee on approved leave under provisions outlined in Article 10.13 in which case the temporary appointment may equal the period of the approved leave.
- 24.6 Performance of Lower Duties. When an Employee is assigned in accordance with the terms of this Collective Agreement to a position paying a lower rate, the Employee's rate shall not be reduced. However, should an Employee request such an assignment, then the lower rate of pay shall apply.
- 24.7 Expenses. In-town approved expenses will be paid by the Employer. Parking and mileage expenses in-town are approved expenses. Other in-town expenses must be approved.
- 24.8 Car Allowance.
- 24.8.1 The prevailing government rate will be paid for kilometres driven while carrying out Caucus business.
- 24.8.2 All travel shall be calculated from the first day to the last day of each week.
- 24.8.3 Employees will be required to log travel on a daily basis, excluding travel to and from work and personal travel.
- 24.8.4 The Employer shall also pay the difference in premiums between the rate of liability insurance on the Employee's automobile if used for pleasure only, and the rate required to insure such automobile if used as well for the purpose of the Employer.
- 24.8.5 Out-of-Town. For out-of-town assignments, there will be reimbursement for hotel accommodation plus reimbursement for meal allowance up to forty-one (41) dollars per day including GST, or at prevailing government rates, whichever is the higher. Payment for meals shall be as follows:
- |           |          |
|-----------|----------|
| Breakfast | \$ 8.00  |
| Dinner    | \$ 14.00 |
| Supper    | \$ 19.00 |
| Daily     | \$ 41.00 |
- 24.9 Cell Phones
- 24.9.1 **In cases where by mutual agreement between the parties, there is a need for an Employee to be 'on call' then the Employee may submit phone bills for reimbursement by the Employer. In cases where there is an ongoing need for an Employee to be 'on call' then the Employer may choose to provide a cell phone rather than reimburse the Employee for the use of their phone.**

## ARTICLE 25 – JOB CLASSIFICATION AND RECLASSIFICATION

- 25.1 Job Description. The Employer agrees to draw up job descriptions for all positions for which the Union is bargaining agent. These descriptions shall be presented and discussed with the Union and shall become the recognized job descriptions unless the Union presents written objection within thirty (30) calendar days.
- 25.2 New Positions. Whenever a new class of position is created or a position is reclassified, the Employer and the Union agree to bargain collectively for its exclusion or inclusion within the bargaining unit. The Union will have the opportunity to make representation and if included in the bargaining unit negotiate: (a) a probationary period; (b) the hours of work; and (c) the rate of pay.
- 25.3 Reclassification.
- 25.3.1 Whenever a permanent Employee feels that their position is incorrectly classified, they may apply for a review of their duties by submitting it to the Chief of Staff, with a copy to the Union Office and to the chair of the bargaining unit. The Director of Administration will audit the position and notify the Employee of the results within thirty (30) working days from the date the request for reclassification was received. The position will be reclassified if the majority of the duties being performed on an on-going basis are of a higher level than those of the existing classification.
- 25.3.2 If a reclassification is not granted by the Chief of Staff, the matter may be resolved by using the grievance procedure.
- 25.3.3 If the position is reclassified as a result of the review, the position will be posted in the following manner:
- a) If the present incumbent possesses minimum qualifications for the position, the notice of posting will indicate that the position has been reclassified and that the present incumbent shall fill it. A more senior Employee may contest such a posting by submitting an application in accordance with Article 13 of the Collective Agreement within seven (7) days from date of posting, selection to be made in accordance with Article 13.
  - b) If the present incumbent does not have the minimum qualifications for the position, then posting shall be in accordance with Article 13.1.

## ARTICLE 26 – EMPLOYEE BENEFIT PLANS

- 26.1 Benefits. All Employees in the bargaining unit shall be enrolled in the Public Employees' Superannuation Plan, Public Employees' Disability Income Plan, Public Employees' Dental Plan and Public Employees' Group Life Plan.
- 26.2 Workers' Compensation Protection. All Employees shall be covered by the Workers' Compensation Act. No Employee shall have their employment terminated as a result of absence from work with a compensable claim with the Workers' Compensation Board.
- 26.3 Return to Work. An Employee who is no longer deemed to have a compensable injury shall be placed in their former or equivalent position with the Employer.
- 26.4 Severance Pay.
- 26.4.1 Where the employment of an Employee is terminated, except for just cause, or where the termination is by mutual agreement, the following severance pay will be paid **at the rate of one (1) month's pay per year of service to a maximum of nine (9) months.**
- 26.4.2 A month's pay for the purpose of this Article is the rate of pay as shown in the Salary Schedule of this Agreement.

- 26.5 Group Life Premiums. The Employer will cover the entire cost of the Group Life Premiums for each Employee up to two (2) times the Employee's annual salary.
- 26.6 Employee and Family Assistance Plan. All Employees shall be covered by an Employer-paid Employee and Family Assistance Plan **up to a maximum of three thousand dollars (\$3,000) annually with a maximum of one thousand dollars (\$1,000) per person in a calendar year. In the event an individual member requires additional funds in excess of one thousand dollars (\$1,000) they shall bring to the attention of the Employer and with Employer approval additional funds may be provided. The benefit is to provide counselling on a strictly confidential basis for psychological, marital, financial, harassment, parent-child, family background, alcohol and drug misuse problems and for legal referrals.**
- 26.7 It is understood and agreed that as an initiative for wellness the Employer shall provide the opportunity for Employees and their families to participate in activities that encourage healthy lifestyles.
- 26.7.1 Notice to the Employer shall be fifteen (15) days.

## **ARTICLE 27 – GENERAL CONDITIONS**

- 27.1 Personal Rights. The rules, regulations and requirements of employment shall be limited to matters pertaining to the work requirements of the Employee and to matters pertaining to the status of the Employer as a political caucus. Employees should not be requested and will not be required to do personal services.
- 27.2 Adverse Report.
- 27.2.1 The Employer shall notify an Employee in writing of any expression of dissatisfaction concerning the Employee's work within ten (10) working days of the event of the complaint, with copies to the Union. This notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of the Employee's record for use against the Employee in regard to discharge, discipline, promotion, demotion, or any other related matters. This Article shall be applicable to any complaint or accusation which may be detrimental to an Employee's advancement or standing with the Employer, whether or not it relates to the Employee's work. The Employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of the Employee's record.
- 27.2.2 The record of an Employee shall not be used against the Employee at any time after twelve (12) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports.
- 27.2.3 Failure to grieve previous discipline, or to pursue such a grievance to arbitration, shall not be considered an admission that such discipline was justified.
- 27.3 Personnel Records.
- 27.3.1 Upon reasonable notice to and in the presence of the Employer, an Employee shall have the right to have access to and review their personnel record.
- 27.3.2 No evidence from the Employee's record may be introduced as evidence in any hearing of which the Employee was not aware at the time of filing.
- 27.3.3 An Employee shall have the right to make copies of any material contained in their personnel record.
- 27.3.4 The personnel records of an Employee, or former Employee, shall not be shared in any manner with any other Employee or agency, without the prior written consent of the Employee concerned.

- 27.4 Letter of Reference. On termination of employment for any reason, the Employer shall provide a letter of reference on request indicating the length of time that the Employee worked for the Caucus Office and a summary of overall performance.
- 27.5 Bulletin Boards. The Employer shall provide bulletin boards which shall be placed so that all Employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the Employees.
- 27.6 Present Conditions and Privileges. The Employer agrees that existing privileges not covered by this Agreement, and which do not conflict with the terms or principles of the Agreement, will not be withdrawn or altered during the term of this Agreement without good cause. The Employer will negotiate with the Union prior to any contemplated change.
- 27.7 Continuation of Acquired Rights. All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate or disallow any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence.

## **ARTICLE 28 – PERMANENT, SESSIONAL AND TEMPORARY EMPLOYEES**

- 28.1 Permanent. A permanent Employee is an Employee who is hired to work on a year round basis.
- 28.2 Sessional. A Sessional Employee is an Employee who is hired to work commencing the first day, **or earlier, at the discretion of the Employer,** of a sitting of the Legislature and ending on the last day, **or later, at the discretion of the Employer,** of the sitting of the Legislature. Seniority for such Employees shall carry over from session to session.
- 28.3 Temporary. A temporary Employee is a person hired to fill a temporary position. A temporary position will not result in the reduction of the regular hours of work of permanent Employees. A temporary position shall not exist for more than nine (9) months unless the temporary Employee has been hired to replace an Employee on approved leave under provisions outlined in **Article 10.13** in which case the temporary appointment may equal the period of the approved leave. This period may be extended by mutual agreement between the Union and the Employer. The number of temporaries shall not exceed twenty (20) percent of the total in-scope staff, or three (3) Employees, whichever is greater.

## **ARTICLE 29 – HARASSMENT**

- 29.1 Harassment.
- 29.1.1 The Union and the Employer consider harassment in the workplace to be unacceptable and recognize the right of Employees to work in an environment free from harassment.
- 29.1.2 a) Sexual harassment shall be defined as unwelcome sexual advances, requests for sexual favours and other verbal or physical conduct of a sexual nature when:
- i) submission to or rejection of such conduct is made either explicitly or implicitly a term or condition of employment;
  - ii) submission to or rejection of such conduct by an Employee is used as the basis for employment decisions affecting such individual; or,
  - iii) such conduct has the purpose or effect of unreasonably interfering with an Employee's work performance or creating an intimidating, hostile or offensive working environment.



- b) Specifically, sexual harassment can include:
    - i) verbal abuse (propositions, lewd comments, sexual insults);
    - ii) visual abuse (leering or display of pornographic material designed to embarrass or intimidate an Employee);
    - iii) physical abuse (touching, pinching, cornering);
    - iv) physical assault.
  - c) Normal social conduct between people based on a position of equality and mutual consent does not for these purposes constitute sexual harassment.
- 29.1.3 a) Racial or personal harassment can consist of a single serious incident which demeans an Employee, causes personal humiliation and/or threatens the economic livelihood of the Employee. More commonly, harassment involves a series of unwanted, often subtle, incidents over a period of time.
- b) Specifically, racial or personal harassment can include:
    - i) unwelcome remarks, jokes, innuendoes, or taunting;
    - ii) displaying of racist or offensive pictures, graffiti, or material;
    - iii) insulting gestures and practical jokes which cause embarrassment;
    - iv) physical assault.
- 29.1.4 Appropriate discipline or censure of an Employee by their Supervisor does not constitute harassment.
- 29.1.5 a) In the case of alleged harassment, the individual being harassed has the right to:
  - i) a joint investigation between Employer and the Union upon request of the Employee;
  - ii) discontinued contact with the alleged harasser during the investigation through transfer of either individual leave with pay, sick leave or vacation.
- b) In cases where harassment has been verified, the victim of harassment, shall upon request, receive initial counselling at no cost.
  - c) Grievances under this **Article** may be initiated at the third step of the grievance procedure. Grievances under this **Article** will be handled with all possible confidentiality and dispatch.
  - d) Employees who are being subjected to harassment from individuals outside the work unit will draw this to the attention of the Supervisor, who will be required to deal with the problem immediately.

## **ARTICLE 30 – TERM OF CONTRACT**

- 30.1 Duration. This Agreement shall be effective from April 1, 2007, to March 31, 2010.
- 30.2 Changes in Agreement. Any changes deemed necessary to this Agreement may be made by mutual agreement at any time during the existence of this Agreement.
- 30.3 Notice. Either party may, not less than thirty (30) days nor more than sixty (60) days prior to the termination date, give notice in writing to the other party that they wish to terminate this Agreement or to negotiate a revision.
- 30.4 Commencement. Such notice having been given, negotiations shall commence as soon as possible, but in any event not later than two (2) weeks prior to the expiry date of the Agreement. In case of an election, annual convention, or any special convention falling within this period as referred to in **Article** 30.3, then the meeting will be postponed to a mutually-agreeable date.
- 30.5 Provisions to Apply. Where notice to amend the Agreement is given, the provisions of this Agreement shall continue in force until a new Agreement is signed or the right to strike accrues, whichever occurs first. If negotiations extend beyond the termination of the Agreement, any revision in terms mutually agreed upon shall apply retroactively to that date, unless otherwise specified.

- 30.6 At the first meeting the Union shall submit its written proposals to the Employer and the Employer shall then immediately submit its written proposals to the Union. No further proposals may be entertained except by mutual agreement.

For: THE SASKATCHEWAN NEW DEMOCRATIC PARTY CAUCUS OFFICE:



Lee L. Schultz  
Chief of Staff



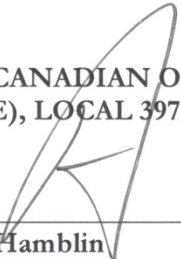
Gail Fehr  
Director of Administration and Human Resources



Kevin Yates  
Member of the Legislative Assembly

Date: Dec. 3/02

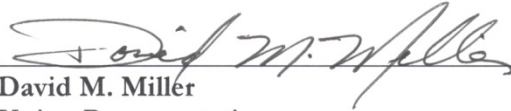
For: THE CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION  
(COPE), LOCAL 397:



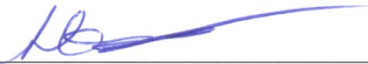
Garry Hamblin  
President



Jeff Eggen  
Secretary-Treasurer



David M. Miller  
Union Representative



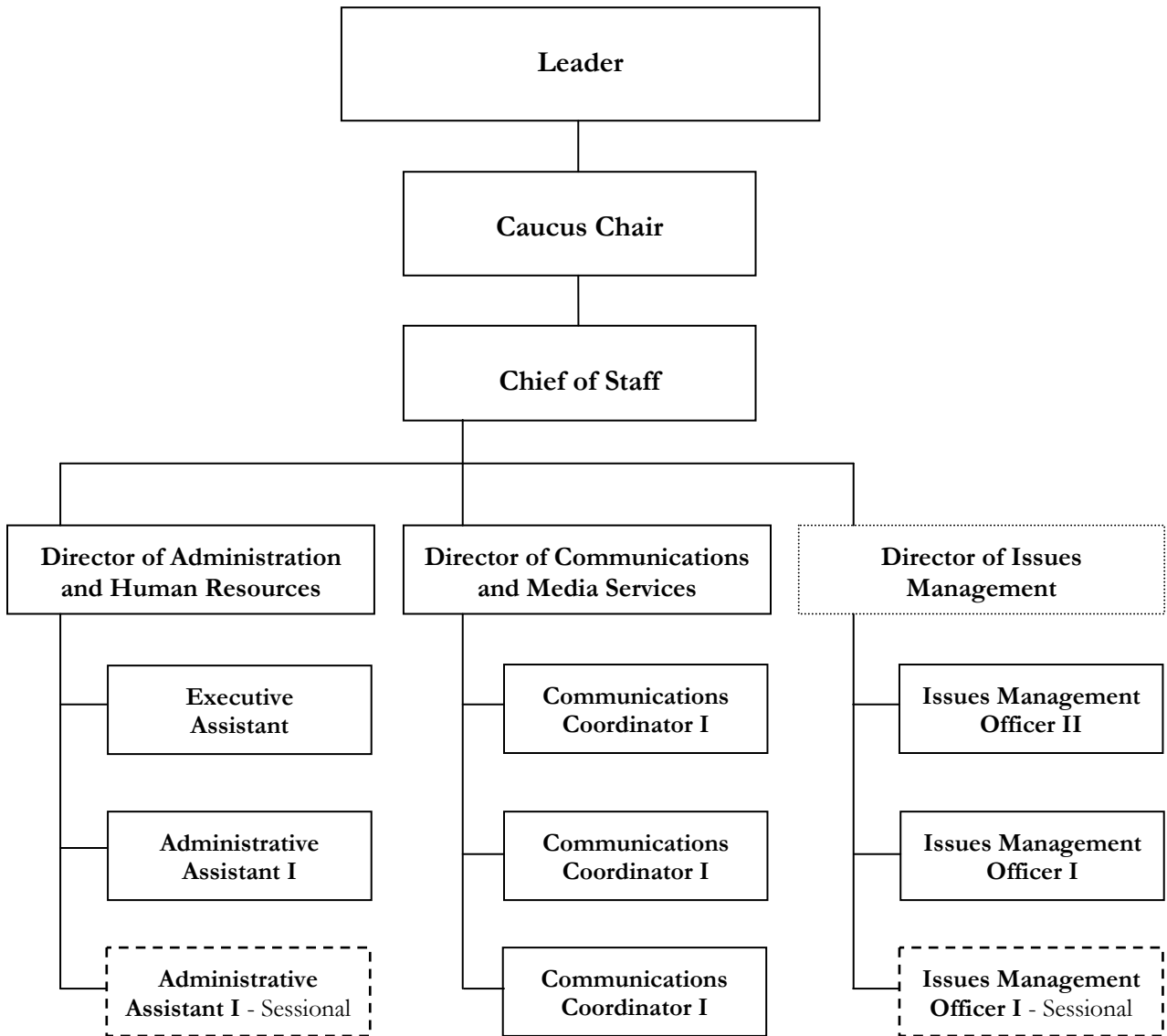
Steven Lloyd  
Negotiating Committee Member



Jannet Shanks  
Negotiating Committee Member

Date: Dec. 3/02

Appendix A – Organization Chart



## APPENDIX B – SALARY SCHEDULE

EFFECTIVE – JUNE 1, 2008

Monthly with Annual Increments

<u>CLASSIFICATION</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Administrative Assistant I *	3350	3384	3418	3453
Executive Assistant	3350	3384	3418	3453
Issues Management Officer I *	3750	3788	3826	3865
Issues Management Officer II	4050	4091	4132	4174
Communications Coordinator I	3750	3788	3826	3865
Communications Coordinator II	4050	4091	4132	4174

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\* Includes Sessionals where applicable.

Cost of Living Allowance (COLA) shall be added to monthly increments for any amounts that the Regina Consumer Price Index (CPI) exceeds two percent (2%). This COLA shall be added, if applicable, beginning April 1, 2009. The Union (COPE Local 397) shall provide this calculation, in conjunction with an updated salary schedule, to the New Democratic Party Caucus Office each year. The revised salary schedule shall be effective April 1 of each calendar year.

Employees impacted in a negative manner by the reclassification of positions will be 'green circled'. All 'green circled' employees will continue to receive COLA adjustments.

Implementation of an end of grid "superannuation clause" of one percent (1%) / year.

**LETTER OF UNDERSTANDING**  
**RE: RETIREMENT ALLOWANCE**

In order to recognize in-scope Employees for their years of service to the New Democratic Party Caucus Office, a retirement allowance benefit of twenty-four (24) hours per year of service or portion thereof will be payable at termination by mutual agreement or resignation by mutual agreement or retirement to all Employees.

David M. Miller  
On behalf of the Union

April 17, 2007


Jim Fodey  
On behalf of the Employer

April 17, 2007


**LETTER OF UNDERSTANDING**  
**RE: APPENDIX B- SALARY SCHEDULE**

It is agreed between the parties that upon successful ratification of this Agreement the Employer agrees to pay each current permanent Employee a one-time signing bonus of five hundred dollars (\$500).

  
\_\_\_\_\_  
David M. Miller  
On behalf of the Union

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Lee L. Schultz  
On behalf of the Employer

  
\_\_\_\_\_  
Date

**LETTER OF UNDERSTANDING  
RE: EMPLOYEE TRANSITION**

The Employer agrees that all current Administrative personnel meet the minimum requirements for the new classification of “Administrative Assistant I.

The position for “Executive Assistant” shall be filled through an internal competition first.

The Employer agrees that all current Research and Communications Employees meet the minimum requirements for the new classification of “Issues Management Officer I”.

The position for “Issues Management Officer II shall be filled through an internal competition first.

The Employer reserves the right to place Employees into positions in the new organizational structure.

  
\_\_\_\_\_  
David M. Miller  
On behalf of the Union

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Lee L. Schultz  
On behalf of the Employer

  
\_\_\_\_\_  
Date



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