

COLLECTIVE BARGAINING AGREEMENT
COPE Local 397 and SK NDP Caucus Office
April 1, 2021 – March 31, 2025

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
ARTICLE 1	PURPOSE.....	1
ARTICLE 2	RIGHTS OF THE EMPLOYER.....	1
ARTICLE 3	BARGAINING AGENCY.....	1
ARTICLE 4	UNION SECURITY.....	2
ARTICLE 5	HOURS OF WORK.....	2
ARTICLE 6	OVERTIME.....	5
ARTICLE 7	PAID HOLIDAYS.....	6
ARTICLE 8	VACATIONS.....	6
ARTICLE 9	SICK LEAVE PROVISIONS.....	8
ARTICLE 10	LEAVE OF ABSENCE.....	9
ARTICLE 11	EDUCATION LEAVE AND EXAMINATIONS.....	15
ARTICLE 12	SENIORITY.....	16
ARTICLE 13	VACANCIES AND PROMOTIONS.....	17
ARTICLE 14	LAYOFFS AND RECALLS.....	18
ARTICLE 15	JOB SECURITY.....	19
ARTICLE 16	FAIR EMPLOYMENT AND EQUAL PAY FOR EQUAL WORK.....	20
ARTICLE 17	RESIGNATIONS.....	20
ARTICLE 18	DISCHARGE, SUSPENSION AND DISCIPLINE.....	20
ARTICLE 19	GRIEVANCE PROCEDURE.....	21
ARTICLE 20	ARBITRATION.....	23
ARTICLE 21	LABOUR-MANAGEMENT RELATIONS.....	24
ARTICLE 22	HEALTH AND SAFETY.....	24
ARTICLE 23	TECHNOLOGICAL CHANGE.....	26
ARTICLE 24	WAGES AND ALLOWANCES.....	26
ARTICLE 25	JOB CLASSIFICATION AND RECLASSIFICATION.....	28
ARTICLE 26	EMPLOYEE BENEFIT PLANS.....	28
ARTICLE 27	GENERAL CONDITIONS.....	29
ARTICLE 28	PERMANENT, SESSIONAL AND TEMPORARY EMPLOYEES.....	31
ARTICLE 29	HARASSMENT.....	31
ARTICLE 30	TERM OF CONTRACT.....	32
APPENDIX A	ORGANIZATION CHART.....	34
APPENDIX B	SALARY SCHEDULE – EFFECTIVE – APRIL 1, 2021.....	35
APPENDIX B	SALARY SCHEDULE – EFFECTIVE – APRIL 1, 2022.....	36
APPENDIX B	SALARY SCHEDULE – EFFECTIVE – APRIL 1, 2023.....	37
APPENDIX B	SALARY SCHEDULE – EFFECTIVE – APRIL 1, 2024.....	38
	LETTER OF UNDERSTANDING RE: RETIREMENT ALLOWANCE.....	39
	LETTER OF UNDERSTANDING RE: HARASSMENT.....	40
	LETTER OF INTENT – JOB DESCRIPTION REVIEW.....	41
	LETTER OF UNDERSTANDING RE: TRUTH AND RECONCILIATION.....	42
	INDEX.....	43

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 – Administrative

5.1.1 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.

5.1.2 Work Day – The regular work day shall be from 8:00 a.m. to 5:00 p.m. with one (1) hour for lunch.

5.1.3 Summer Hours. – For the months of July and August, the regular workday shall be between the hours of 8:00 AM and 4:00 PM, with one hour for lunch. Summer hours shall have no effect on salary, benefits, and seniority. This work consists of nine (9) seven (7) hour days over a two (2) week period. For the purpose of leave entitlements, notwithstanding Articles 5.1.1 and 5.1.2, employees shall treat these days as eight (8) hour work days and mark their time cards accordingly.

5.1.4 Banked EDO's – In Session

- a) Employees will take the banked equivalent time off when the Legislature is not sitting.
- b) Employees will have the option of banking their earned days.
- c) The earned day off will normally be a Friday unless otherwise mutually agreed to.
- d) Within fourteen (14) days of the end of session, the Employee shall propose to the Employer a schedule for using their time off within one (1) year of it being earned.
- e) Time Off In Lieu (TOIL)
 - i) During session when scheduled to work outside of the work day, as defined in Article 5.1.2, excluding weekends or at the discretion of the Employee in order to complete the required workload, additional hours shall be accumulated at straight time.
 - ii) Within fourteen (14) calendar days of the end of each session the Employee and Employer shall meet to discuss the scheduling of the accumulated TOIL.
 - iii) Accumulated TOIL shall be used within a year of earning such time. If circumstances prevent an agreement being reached between the Employee and Employer for scheduling TOIL, payment will be made at the applicable rate.

5.2 Hours of Work – Issues Management/Communications

5.2.1 Out of Session

- 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 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.

5.2.2 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.

- e) Time Off In Lieu (TOIL)
 - i) **On sessional days (as prescribed by the Parliamentary Calendar as set out by the Legislative Assembly of Saskatchewan)** when scheduled to work outside of the work day, as defined in Article 5.2.1 b), excluding weekends or at the discretion of the Employee in order to complete the required workload, additional hours shall be accumulated at straight time.
 - ii) Within fourteen (14) calendars of the end of each session the Employee and Employer shall meet to discuss the scheduling of the accumulated TOIL.
 - ii) Accumulated TOIL shall be used within a year of earning such time. If circumstances prevent an agreement being reached between the Employee and Employer for scheduling TOIL, payment will be made at the applicable rate.
- f) Banked EDO's – In Session
 - i) Employees will take the banked equivalent time off when the Legislature is not sitting.
 - ii) 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.
 - iii) The earned day off will normally be a Friday unless otherwise mutually agreed to.
 - iv) Within fourteen (14) days of the end of session, the Employee shall propose to the Employer a schedule for using their time off within one (1) year of it being earned.

5.3 Hours of Work – Sessional Administrative/Communications/Issues Management

5.3.1 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.
- c) Banked Time – In Session
 - i) Employees will take the banked equivalent time off when the Legislature is not sitting.
 - ii) 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.
 - iii) The earned day off will normally be a Friday unless otherwise mutually agreed to.
 - iv) Within fourteen (14) days of the end of session, the Employee shall propose to the Employer a schedule for using their time off within one (1) year of it being earned.

5.3.2 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.

- 5.3.3 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 5.3.1 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.

- 5.4 Effective December 31, 2018, notwithstanding Article 5 (in its entirety), Employees will be able to carry over a total of ten (10) days in a fiscal year. This includes Time Off in Lieu (TOIL), Earned Days Off (EDOs), vacation and any and all overtime.
- 5.5 Meal Allowance. An Employee required to work two and one-half (2 ½) hours or more beyond **the scheduled quitting time, the Employees** shall be given a meal allowance, **at the prevailing government rates** unless a meal is provided. **The Employee can take up to one (1) hour meal period which shall not be considered part of the overtime period.**
- 5.6 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.
- 5.7 Work Schedule. Employees shall complete their 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.
- 5.8 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 This Article shall apply only to permanent staff during non-session periods.
- 6.2 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.
- 6.3 Weekends and Statutory Holidays. **Notwithstanding Article 6.1, all** work done on Saturdays and Sundays shall be paid at the rate of two (2) times regular pay. 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.
- 6.4 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.
- 6.5 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.
- 6.6 **It is understood between the parties that the Road Assistant Assignment works an inordinate number of hours. Predominately these hours occur out of session. The first four (4) hours beyond the regular work day shall be at straight time. After that, time shall be at time and a half. Further, these hours will accumulate in a Time Off in Lieu (TOIL) bank and will be accessed at straight time at a mutually agreed upon time. All work done on Saturdays, Sundays and Statutory Holidays shall be accumulated at the rate of double time.**

- 6.7 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 **at the government prevailing rate** 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, Victoria Day, Canada Day, One Floating Holiday, First Monday in August, Labour Day, **National Day for Truth and Reconciliation**, 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. The date of the Floating Holiday shall be by agreement between the Employer and the Bargaining Unit. The first working day immediately following the regular spring and fall 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.
- 7.4 Time Off at Christmas. All Employees shall receive paid days off between Christmas and New Year’s Day each year.

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. Years of service to determine vacation entitlement shall include: the NDP Provincial Office, working for an NDP Member of the Legislative Assembly (MLA), Member of Parliament (MP), Executive Council, Legislative Assembly Service, the Government of Saskatchewan, any Board, Commission or Crown Corporation of the Government, The Saskatchewan Health Authority, Saskatchewan Association of Health Care Organizations (SAHO), Boards of Education in Saskatchewan, Saskatchewan School Board Association, Saskatchewan Universities, as follows:

<u>Years of Service</u>	<u>Vacation Entitlement</u>
0 – 7 years	15 days per year or 1 ¼ days per month (10 hours per month)
8 – 14 years	20 days per year or 1 2/3 days per month (13.33 hours per month)
15 – 22 years	25 days per year or 2 1/12 days per month (16.67 hours per month)
22 + years	30 days per year or 2 ½ days per month (20 hours per month)

- 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.

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, experiencing mental health issues, 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 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 of two (2) hours or less will not be deducted. Absence of more than two (2) hours shall be recorded as time taken.**
- 9.7 Proof of Illness. For any illness in excess of three (3) working days, the Employer reserves the right to require an Employee to submit a certificate of illness from a duly qualified health professional. 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, parent, brother, sister, child, step-child, grandparent, grandchild, former guardian, ward, fiancée.
- 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 the Employee's mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, great grandparent, spouse's grandparent, 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.

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 a leave of absence without pay and without loss of seniority and benefits to an Employee to seek nomination as a candidate or to run as a candidate in an election for a federal, provincial, or municipal or indigenous government body, or boards of education.
- 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, Adoption and Parental Leave
- 10.5.1 Maternity, Adoption and Parental leave shall be considered as a right. Accordingly, no Employee shall be laid off or otherwise adversely affected in their employment because of pregnancy or adoption.
- 10.5.2 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 they are capable of performing the work and are otherwise entitled thereto by virtue of seniority.

10.6 Length of Maternity Leave.

10.6.1 Employees shall request a leave of absence without pay because of pregnancy for a continuous period of not more than seventeen (17) weeks which includes a one (1) week waiting period. Such request will be granted, provided that whenever possible the Employee submits to her Employer a request, in writing, for such leave at least two (2) weeks prior to the date she intends to commence such leave, together with a certificate from a qualified medical practitioner, certifying that she is pregnant and indicating the estimated date of confinement. Such leave may, at her discretion, commence twelve (12) weeks or more (depending on medical requirements) prior to confinement and the period, if any, between the date of confinement mentioned in the certificate and the actual date. It is understood and agreed that maternity leave may be taken concurrently with parental leave to a maximum of seventy-eight (78) weeks of eligible leave.

10.6.2 During this period and as the Public Employee Benefit Plans allow, benefits shall be maintained.

10.7 Procedure Upon Return from Maternity, Adoption and Parental Leave. When an Employee decides to return to work after maternity, adoption and parental leave, they shall provide the Employer with at least two (2) weeks' notice. On return from maternity, adoption and parental leave, an Employee with one (1) year or more continuous service with the Employer shall be placed at minimum in their former position. If the former position no longer exists, they shall be placed in a position of similar rank and value at the same rate of pay.

10.8 Parental Leave.

10.8.1 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.

10.8.2 An Employee who applies for parental leave following maternity leave shall be granted leave of absence for a continuous period of not more than sixty (60) weeks, or not more than sixty-three (63) weeks if the Employee is applying for parental leave only, which includes one (1) week waiting period. This leave can commence no earlier than the date of birth of the child (or children) and is to be completed within the seventy-eight (78) weeks following the actual date of birth of the child.

10.8.3 During this period and as the Public Employee Benefit Plans allow, benefits shall be maintained.

10.9 Adoption Leave

10.9.1 An Employee who applies for adoption leave shall be granted leave of absence for a continuous period of not more than sixty-three (63) weeks, which includes a one (1) week waiting period, commencing the day the child comes into the Employee's care or becomes available for adoption.

10.9.2 During this period and as the Public Employee Benefit Plans allow, benefits shall be maintained.

- 10.10 Maternity/Legal Adoption/Parental Leave Supplement to Employment Insurance Benefits
- 10.10.1 The Employer agrees to provide Employees on Maternity Leave with a top-up of Employment Insurance Maternity Leave Benefits to ninety-five percent (95%) of regular salary for seventeen (17) weeks of Employment Insurance Maternity Leave Benefits. The seventeen (17) week period will include the Employment Insurance one (1) week waiting period.
- 10.10.2 The Employer agrees to provide Employees on legal adoption or parental leave with a top-up of Employment Insurance Parental Leave Benefits to ninety-five percent (95%) of regular salary for up to seventeen (17) weeks.
- 10.10.3 If the Employee applying for benefits has a partner who is employed by the Government of Saskatchewan and who will be applying for benefits under the Maternity/Legal Adoption/Parental Leave Supplement to Employment Insurance Benefit Program (i.e., combined benefits):
- a) Each partner must advise the Employer, in writing, with respect to the portion of the seventeen (17) weeks for which each will be requesting a payment; and
 - b) The total SUB benefit available to both partners is seventeen (17) weeks.
- 10.10.4 Employees receiving benefits under this Article will be required to sign a promissory note for a return service commitment for the same number of weeks that top-up is received.
- 10.10.5 The Saskatchewan New Democratic Party Caucus will follow the same guidelines and principles as the Legislative Assembly Service in relation to each of the Maternity, Parental and Adoption Leave Supplemental Employment Benefit Programs.
- 10.11 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.
- 10.12 General Leave. 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. **An Employee may end a leave earlier than originally requested. To do so, the Employee shall provide the Employer written notice of thirty (30) days before the day they wish to end the leave.** Such requests will not be denied without good and sufficient cause. Such leave shall not be unreasonably denied.
- 10.13 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.
- 10.14 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.

10.15 Leave without pay for the long-term care of a dependent or someone whom you have a legal responsibility for.

10.15.1 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.

10.15.2 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.

10.15.3 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.

10.15.4 In order to accommodate the **Employee's** 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.

10.16 Compassionate Care Leave

10.16.1 An Employee who intends on applying for Employment Insurance Compassionate Care Leave benefits must advise the Employer at the time of the application.

10.16.2 An Employee who has been approved for the Compassionate Care Leave benefit under the Employment Insurance Program must notify the Employer in writing of their intent to commence such leave and provide documentation confirming such approval. Upon receipt of this information, the Employee shall be granted leave without pay for not more than **twenty-eight (28)** weeks within a **fifty-two (52)** week period. Leave must be taken in one (1) week blocks of time.

10.17 Canadian Armed Forces Leave

10.17.1 Leave of absence without pay shall be granted to an eligible Employee who is called for required training or to active duty as a Reservist in the Canadian Armed Forces. An Employee applying for such leave must advise the Employer at least four (4) weeks, but in any case not less than two (2) weeks prior to the commencement of the leave. The Employee must provide formal confirmation from the Canadian Armed Forces.

10.17.2 Upon return from the leave, the Employee will receive the same salary and benefits as they received prior to the leave including any general salary increase and benefit changes which occurred during the period that they were on leave.

10.18 Citizenship Ceremony Leave

10.18.1 Leave of absence without pay for one (1) day shall be granted to an Employee to attend a citizenship ceremony in accordance with the Saskatchewan Employment Act.

10.19 Crime-Related Child Death or Disappearance Leave

- 10.19.1 Leave of absence for crime-related child death or disappearance shall be granted to an Employee in accordance with the Saskatchewan Employment Act.
- 10.19.2 Upon return from crime-related child death or disappearance leave, the Employee will receive the same salary and benefits as they received prior to such leave including any general salary increases and benefit changes which occurred during the period that they were on a crime-related child death or disappearance leave.
- 10.19.2 Upon return from crime-related child death or disappearance leave, permanent Employees will be reinstated in their former job.

10.20 Family Caregiver Benefit for Children Leave

- 10.20.1 An Employee who intends on applying for Employment Insurance Family Caregiver Benefit for Children leave benefits must advise the Employer at the time of application.
- 10.20.2 To be eligible, an Employee must have worked for the Employer thirteen (13) weeks in the fifty-two (52) week period immediately preceding the day the leave of absence without pay is commenced.
- 10.20.3 An Employee who has been approved for the family caregiver benefit for children leave benefit under Employment Insurance must notify the Employer in writing of their intent to commence such leave and provide documentation confirming such approval. Upon receipt of this information, the Employee shall be granted leave without pay for not more than thirty seven (37) weeks, which includes a two (2) week waiting period, within a fifty two (52) week period.
 - a) The first two (2) weeks of family caregiver benefit for children leave granted under Article 10.20.3 above shall be with full pay and benefits.
- 10.20.4 Upon return from family caregiver benefit for children leave, permanent Employees will be reinstated in their former job.
- 10.20.5 Upon return from family caregiver benefit for children leave, the Employee will receive the same salary and benefits as they received prior to such leave including any general salary increases and benefit changes which occurred during the period that they were on family caregiver benefit for children leave.

10.21 Family Caregiver Benefit for Adults Leave

- 10.21.1 An Employee who intends on applying for Employment Insurance Family Caregiver Benefit for Adults leave benefits must advise the Employer at the time of application.
- 10.21.2 To be eligible, an Employee must have worked for the Employer thirteen (13) weeks in the fifty-two (52) week period immediately preceding the day the leave of absence without pay is commenced.
- 10.21.3 An Employee who has been approved for the Family Caregiver Benefit for Adults leave benefit under Employment Insurance must notify the Employer in writing of their intent to commence such leave and provide documentation confirming such approval. Upon receipt of this information, the Employee shall be granted leave without pay for not more than sixteen (16) weeks, which includes a one (1) week waiting period, within a fifty-two (52) week period.
- 10.21.4 Upon return from Family Caregiver Benefit for Adults leave, permanent Employees will be reinstated in their former job.
- 10.21.5 Upon return from Family Caregiver Benefit for Adults leave, the Employee will receive the same salary and benefits as they received prior to such leave including any general salary increases and benefit changes which occurred during the period that they were on Family Caregiver Benefit for Adults leave

10.22 Organ Donation Leave

- 10.22.1 Leave of absence without pay shall be granted to an Employee for organ donation in accordance with the Saskatchewan Employment Act.
- 10.22.2 Upon return from organ donation leave, permanent Employees will be reinstated in their former job.

10.23 Interpersonal Violence Provisions

- 10.23.1 The Employer recognizes that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance at work.
- 10.23.2 An Employee who is a survivor of interpersonal violence is entitled to both the following periods of interpersonal violence leave in each fifty-two (52) week period:
 - (a) leave of up to fifteen (15) paid days, which the employee may choose to take intermittently, or in parts of a day (counting as a fraction) or in one continuous period;
 - (b) unpaid leave of up to seventeen (17) weeks to be taken in one continuous period;
- 10.23.3 Purposes for Which Interpersonal Violence Leave May be Taken. An Employee may take a interpersonal violence leave for one (1) or more of the following purposes:
 - (a) To seek medical attention for the Employee or the Employee's child in respect of a physical or psychological injury or disability caused by the interpersonal violence;
 - (b) To obtain services from a victim services organization;
 - (c) To obtain psychological or other professional counselling;
 - (d) To relocate temporarily or permanently;
 - (e) To seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the interpersonal violence;
 - (f) Any other required purpose.
- 10.23.4 Notice of Leave. An Employee who wishes to take up to seventeen (17) weeks of unpaid leave must give the Employer as much notice as is reasonable and practicable in the circumstances. If necessary, Employees may not be required to seek prior approval.
- 10.23.5 Ending Leave Early. Unless the Employee and Employer agree otherwise, an Employee may end a leave earlier than the expiry of seventeen (17) weeks by giving the Employer written notice at least two (2) weeks before the day they wish to end the leave.
- 10.23.6 Confidentiality of Information.
 - (a) It is the responsibility of the Employer to maintain confidentiality in respect of all matters that come to the Employer's knowledge in relation to a leave taken by an Employee; and
 - (b) Not disclose information relating to the leave to any person except:
 - (i) to Employees or agents who require the information to carry out their duties;
 - (ii) as required by law; or
 - (iii) with the consent of the Employee to whom the leave relates.
- 10.23.7 Restriction on Further Disclosure. A person to whom information is disclosed may not disclose it to any other person unless it is to be used for the purpose for which it was originally disclosed or for a required purpose.
- 10.23.8 Accommodation by Employers. If an Employer becomes aware, or ought to be aware that interpersonal violence that would expose an Employee to physical injury may occur in a workplace, the Employer shall take every precaution reasonable in the circumstances for the protection of the Employee.
- 10.23.9 Protection from Discipline and Adverse Action. The Employer agrees that no adverse action will be taken against an Employee if their attendance or performance at work suffers as a result of experiencing interpersonal violence.

- 10.24 While on leave of absence without pay, Employees shall be entitled to the benefits of this Agreement as follows:
- 10.24.1 Employees on leave of absence without pay for reasons of sickness, disability, maternity leave, adoption leave, parental leave, compassionate care leave, Canadian Armed Forces Leave, Family Caregiver Benefit for Children Leave, Family Caregiver Benefit for Adults Leave, Crime-Related Child Death or Disappearance Leave, Leave for Public Office, Organ Donation Leave or illness or injury under the provisions of the *Workers' Compensation Act*, shall continue to earn seniority for the duration of the leave. Seniority will not be accrued as a result of an extension to maternity leave, adoption leave, or parental leave. This Article shall be retrospective for those affected Employees who make application, in writing, to Human Resources.
 - 10.24.2 Where Employees have a leave occurrence or multiple leave occurrences that total more than twenty (20) working days in any one- (1) increment year, their increment date may be adjusted by the amount of time they are absent from work in excess of twenty (20) working days.
 - 10.24.3 Employees will retain any vacation leave, sick leave and credit towards increment which they had earned up to the time the leave of absence without pay was granted.

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 two thousand dollars (\$2,000) 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/parental 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 nine (9) months.
- 12.6.3 Performance Review. The Employer shall meet with the Employee after four and one-half (4.5) months of commencement of employment to provide feedback on the Employee's performance in the position. The Employee shall be given no less than three (3) working days written notice of the Performance Review meeting taking place.**
- 12.6.4 If an Employee's capabilities are in question at the end of the nine (9) month period, the probation period may be extended by mutual agreement, for an additional period of up to sixty (60) days.
- 12.6.5 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.
- 14.9 Election Campaign. At the dissolution of the Legislative Assembly in accordance with the following procedure:
- 14.9.1 Layoff and recall shall be as per Article 14 of the Collective Bargaining Agreement.
- 14.9.2 The provision of Article 26.4 shall apply.
- 14.9.3 The Employer shall have the right to designate the person(s) to staff the Caucus Office during the election.
- 14.9.4 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. **Should the Employer be unable to meet the five (5) working days notice, they shall contact the Union to determine a mutual agreement of the number of days required. The mutually agreed to number of days shall be in the form of an email between the Union Representative and the Director of Administration and Human Resources.**

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 **Union**.
- 18.2.2 **If it is felt that the Action or Penalty is unjust, the Union will file a grievance according to Article 19.**
- 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.
- 19.1.2 There shall be a Grievance Committee consisting of not more than two (2) members designated by the Union **and the Union Representative**.
- 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. **The notice of Officers shall be posted on the bulletin board every January so that all Employees will have access to them.**
- 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.
- 22.4 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 10.12 in which case the temporary appointment may equal the period of the approved leave.
- 24.5.6 In the event that an Employee is required to revert to their home position due to the early return from leave of the incumbent whose position they are assigned, the Employer shall provide a minimum of thirty (30) days notice for the Employee to return to their former salary rate, subject to any increments or annual adjustments they would have received had they remained in the home position. If a term Employee is impacted, thirty (30) days notice shall be provided to terminate the temporary employment contract.**

- 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 actual and reasonable meal charges **at the prevailing government rate**
- 24.8.6 Expenses While on Caucus Business Away from Headquarters
- a) The following is a guide to Employees with respect to charges incurred while travelling on Caucus business:

Standard Charges:

1. Laundry – charges are allowable for Employees, who are absent from headquarters for a period in excess of seven (7) consecutive calendar days. Receipts are required.
2. Valet Services – not allowable.
3. Dry Cleaning – allowable only when incurred under exceptional circumstances away from headquarters. The need for dry cleaning must be identified on the expense form and receipts are required.
4. Parking – Employees working away from their headquarters building, and using a private vehicle, may recover parking charges as follows:
 - i) if available within a reasonable walking distance from work, Employees are expected to use off-street parking and may recover costs as supported by receipt;
 - ii) if off-street parking is not available, costs of metered parking may be charged **at the prevailing government rate** per day without receipts..
5. Telephone – whenever possible, Employees should call collect, charge the call to the Caucus Office telephone number. If not, possible, charges for business calls are allowable, supported by receipt (if available), name of party called and reason for call.
6. Taxis – charges are allowable for taxi fare from an Employee's home to airport, train station, or bus depot, and return and for headquarters. Receipts are required.
7. Other Expenses – occasionally, Employees will incur exceptional expenses in connection with the conduct of Caucus business. Such expenses may be allowable if detailed on the expense form, supported by receipts, and authorized by the Employee's Supervisor.

24.9 Cell Phones.

24.9.1 **All Employees shall be provided with an office cell phone which is owned and paid for by the Employer along with the data/coverage plan as prescribed by the Government of Saskatchewan rate plan, which shall also be paid for by the Employer.**

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 (**EFAP**). All Employees shall be covered by an Employer-paid Employee and Family Assistance Plan **which is administered by the Legislative Assembly**. The benefit is to provide counselling on a strictly confidential basis **and offers services to address a variety of work, health and life concerns. Common issues that the EFAP can help Employees and their families with will include:**
- Emotional and mental health
 - Stress, depression and anxiety
 - Relationships and family
 - Workplace concerns
 - Work-life balance and stress
 - Addictions
 - Physical health and nutrition
 - Career questions
 - Child and eldercare
 - Legal and financial concerns
- 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.
- 27.8 Employees shall be provided with software, equipment and associated training sufficient to perform their assigned duties.**

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 10.12 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

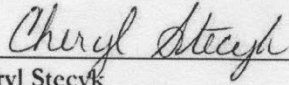
- 29.1 Harassment.
- 29.1.1 The Union and the Employer consider harassment in the workplace to be unacceptable and recognize the right of Employees to work in an environment free from harassment.
- 29.1.2 a) Sexual harassment shall be defined as unwelcome sexual advances, requests for sexual favours 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.
- 29.1.6 Signage will be posted in offices of a Harassment Free Workplace.

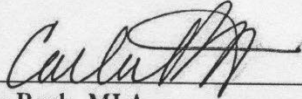
ARTICLE 30 – TERM OF CONTRACT

- 30.1 Duration. This Agreement shall be effective from April 1, **2021**, to March 31, **2025**.
- 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 **sixty (60)** days nor more than **one hundred and twenty (120)** 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. **The Employer and the Union shall commence discussion at least two (2) weeks prior to the expiry date of the Agreement for a mutually agreeable date for negotiations.** Such notice having been given, negotiations shall commence as soon as possible.
- 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:



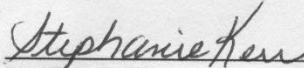
Cheryl Stecyk
Director of Administration and Human Resources



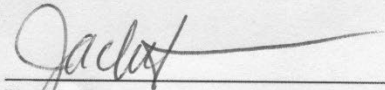
Carla Beck, MLA
NDP Caucus Chair

Date: March 9, 2022

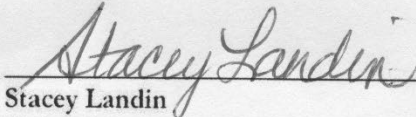
For: THE CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION
(COPE), LOCAL 397:



Stephanie Kerr
President



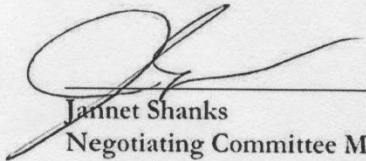
Jackie Lazar
Treasurer



Stacey Landin
Union Representative



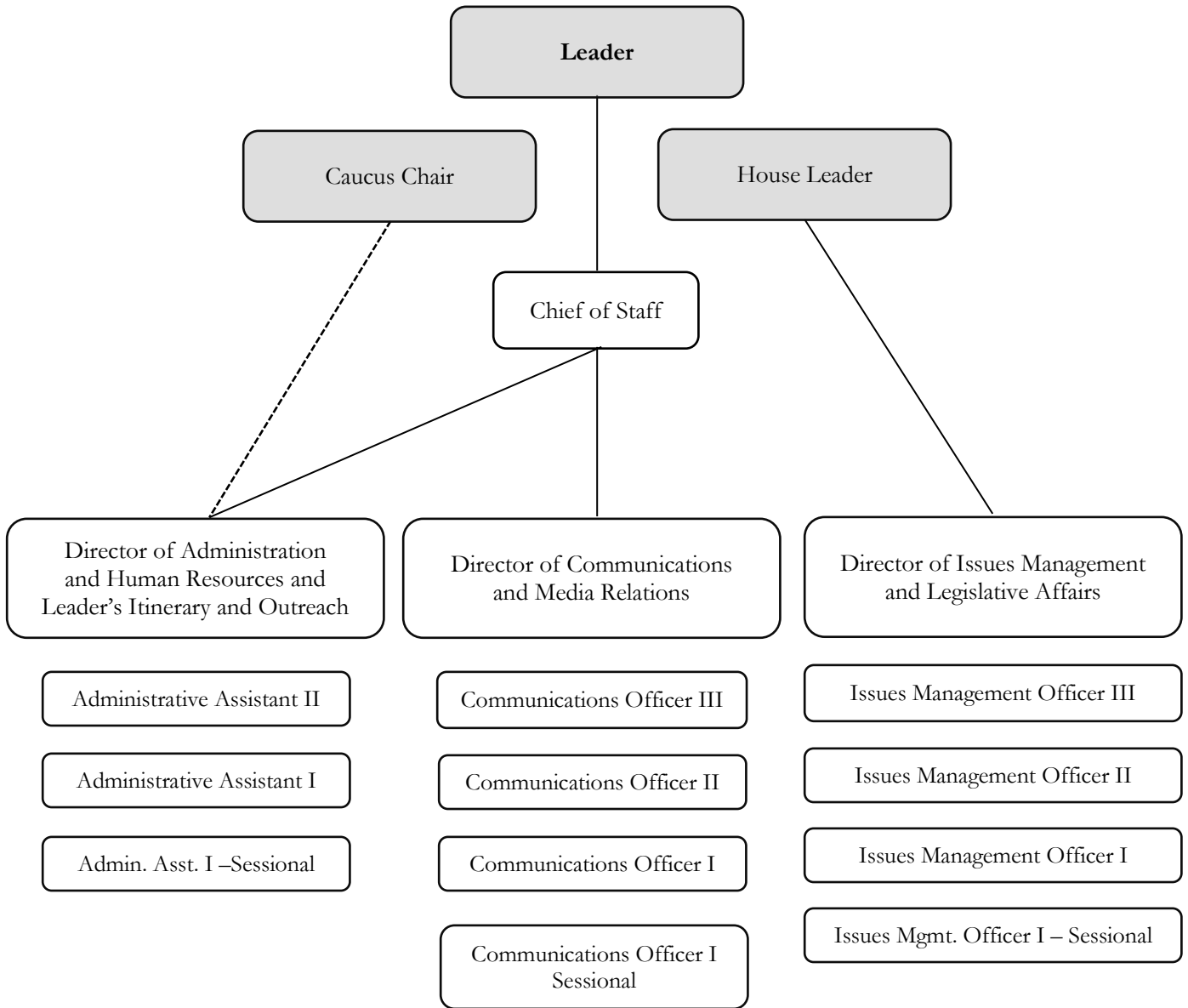
Nathaniel Cole
Negotiating Committee Member



Jannet Shanks
Negotiating Committee Member

Date: March 9, 2022

APPENDIX A – ORGANIZATION CHART



For positions not currently listed in the salary schedule, the Job Descriptions and Wage to be determined when filling the position(s).

APPENDIX B – SALARY SCHEDULE

EFFECTIVE – APRIL 1, 2021

Monthly with Annual Increments

<u>CLASSIFICATION</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	1% EOG
Administrative Assistant I *	4540	4587	4631	4677	4724
Issues Management Officer I *	5080	5133	5183	5238	5290
Issues Management Officer II	5488	5542	5596	5655	5712
Communications Officer I *	5080	5133	5183	5238	5290
Communications Officer II	5488	5542	5596	5655	5712

* Includes Sessionals where applicable.

Employees impacted in a negative manner by the reclassification of positions will be 'green circled'.

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

APPENDIX B – SALARY SCHEDULE

EFFECTIVE – APRIL 1, 2022

Monthly with Annual Increments

<u>CLASSIFICATION</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	1% EOG
Administrative Assistant I *	4676	4725	4770	4817	4865
Issues Management Officer I *	5232	5287	5338	5356	5449
Issues Management Officer II	5653	5708	5764	5825	5883
Communications Officer I *	5232	5287	5338	5395	5449
Communications Officer II	5653	5708	5764	5825	5883

* Includes Sessionals where applicable.

Employees impacted in a negative manner by the reclassification of positions will be 'green circled'.

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

APPENDIX B – SALARY SCHEDULE

EFFECTIVE – APRIL 1, 2023

Monthly with Annual Increments

<u>CLASSIFICATION</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	1% EOG
Administrative Assistant I *	4793	4843	4889	4937	4986
Issues Management Officer I *	5363	5419	5471	5530	5585
Issues Management Officer II	5794	5852	5908	5971	6031
Communications Officer I *	5363	5419	5471	5530	5585
Communications Officer II	5794	5852	5908	5971	6031

* Includes Sessionals where applicable.

Employees impacted in a negative manner by the reclassification of positions will be 'green circled'.

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

APPENDIX B – SALARY SCHEDULE

EFFECTIVE – APRIL 1, 2024

Monthly with Annual Increments

<u>CLASSIFICATION</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	1% EOG
Administrative Assistant I *	4913	4964	5011	5060	5111
Issues Management Officer I *	5497	5554	5608	5668	5725
Issues Management Officer II	5939	5998	6056	6120	6181
Communications Officer I *	5497	5554	5608	5668	5725
Communications Officer II	5939	5998	6056	6120	6181

* Includes Sessionals where applicable.

Employees impacted in a negative manner by the reclassification of positions will be 'green circled'.

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 – Article 29- Harassment

NEW

It is agreed that the language in Article 29-Harassment will remain as it currently exists in the Collective Bargaining Agreement with the commitment to review all relevant existing Harassment Agreements, including but not limited to the Legislative Assembly Service, the New Democratic Party of Saskatchewan and the Caucus.

The aim is to establish a committee which shall consist of two (2) members of Management, including the Chief of Staff, two (2) members of the Bargaining Unit and the Union Representative. Additional members may be added by mutual agreement.

The time limit on developing NEW language shall be completed within the first year of signing the Agreement.



Stacey Landin
On behalf of the Union

March 9, 2022



Cheryl Stecyk
On behalf of the Employer

March 9, 2022

APPENDIX C

LETTER OF INTENT

It is hereby understood and agreed that within the term of this Agreement that the Union and the Employer will meet to review and amend, where required, the Job Descriptions of all positions covered by this Collective Agreement. It is further understood that compensation will be adjusted as required in conjunction with the amended Job Descriptions.



Cheryl Stecyk
On Behalf of the SK NDP Caucus

March 9, 2022



Stacey Landin
On Behalf of COPE Local 397

March 9, 2022

Letter of Understanding – Joint Commitment on Truth and Reconciliation RE: TRUTH AND RECONCILIATION

NEW

Both parties recognize that reconciliation is an ongoing process that necessitates meaningful collaboration and education in the workplace.

In order to advance this process, the Employer, through resources of the Legislative Assembly of Saskatchewan, shall provide education on the history and legacy of residential schools, the United Nations Declaration of the Rights of Indigenous Peoples, Treaties and Aboriginal rights, Indigenous law, and Aboriginal-Crown relations.

Further, both parties mutually agree to work together throughout the term of this agreement to develop language that reflects this joint commitment to truth and reconciliation.



**Cheryl Stecyk
On Behalf of the SK NDP Caucus**

March 9, 2022



**Stacey Landin
On Behalf of COPE Local 397**

March 9, 2022

INDEX

A

Access to the Workplace	25
Additional Posting	17
Adoption Leave.....	10
Adverse Report.....	30
Agree to Negotiate.....	1
Allowance – Out-of-Town.....	27
Allowance for Certain Costs.....	16
Allowances.....	26
Appendix A – Organization Chart.....	34
Appendix B – Salary Schedule – Effective – April 1, 2021	35
Appendix B – Salary Schedule – Effective – April 1, 2022	36
Appendix B – Salary Schedule – Effective – April 1, 2023	37
Appendix B – Salary Schedule – Effective – April 1, 2024	38
Arbitration.....	23
Arbitration – Amending of Time Limits.....	23
Arbitration – Board Procedure	23
Arbitration – Composition of Board of Arbitration.....	23
Arbitration – Decision of the Board.....	23
Arbitration – Disagreement on Decision.....	23
Arbitration – Expenses of the Board.....	23
Arbitration – Failure to Appoint.....	23
Arbitration – Single Arbitrator.....	23
Arbitration – Witnesses	24
Arbitration – Access.....	24
Article 1 – Purpose.....	1
Article 10 – Leave of Absence	9
Article 11 – Education Leave and Examinations	15
Article 12 – Seniority.....	16
Article 13 – Vacancies and Promotions	17
Article 14 – Layoffs and Recalls.....	18
Article 15 – Job Security.....	19
Article 16 – Fair Employment and Equal Pay for Equal Work	20
Article 17 – Resignations.....	20
Article 18 – Discharge, Suspension and Discipline.....	20
Article 19 – Grievance Procedure	21
Article 2 – Rights of the Employer	1
Article 20 – Arbitration.....	23
Article 21 – Labour-Management Relations.....	24
Article 22 – Health and Safety.....	24
Article 23 – Technological Change	26
Article 24 – Wages and Allowances	26
Article 25 – Job Classifications and Reclassification.....	28
Article 26 – Employee Benefit Plans	28
Article 27 – General Conditions	29
Article 28 – Permanent, Sessional and Temporary Employees.....	31
Article 29 – Harassment.....	31
Article 3 – Bargaining Agency.....	1
Article 30 – Term of Contract.....	32
Article 4 – Union Security.....	2
Article 5 – Hours of Work.....	2
Article 6 – Overtime.....	5
Article 7 – Paid Holidays.....	6
Article 8 – Vacations	6
Article 9 – Sick Leave Provisions	8

B

Banked EDO’s – Issues Management/Communications – In Session.....	4
Banked Time – Sessional Administrative/Communications/Issues Management – In Session.....	4
Bargaining Agency.....	1
Benefits	28
Bereavement Leave.....	8

Bulletin Boards	30
Burden of Proof	20

C

Canadian Armed Forces Leave	12
Car Allowance.....	27
Cell Phones.....	28
Changes in Agreement.....	32
Citizenship Ceremony Leave	12
Commencement	32
Compliance with Health and Safety Legislation	25
Continuation of Acquired Rights.....	30
Contracting Out	19
Cooperation on Safety	24
Correspondence	2
Crime-Related Child Death or Disappearance Leave.....	13
Crossing of Picket Lines During Strike	21

D

Deduction from Sick Leave	8
Deductions	26
Designation of Supervisor.....	20
Discharge	20
Discipline	20
Discipline Procedure.....	20
Dry Cleaning.....	27
Dues.....	2
Dues Deductions	2
Duration.....	32

E

Earned Sick Leave on Termination.....	11
Earned Vacation and Sick Leave on Death.....	11
Education – Employee Requested	15
Education – Employer Sponsored	15
Education Leave and Examinations.....	15
Election Campaign	19
Employee and Family Assistance Plan	29
Employee Benefit Plans.....	28
Examinations	15
Expenses.....	27
Expenses While on Caucus Business Away from Headquarters.....	27
Extended Time – Sessional Administrative/Communications/Issues Management – Out of Session.....	4

F

Fair Employment and Equal Pay for Equal Work.....	20
Family Caregiver Benefit for Adults Leave.....	13
Family Caregiver Benefit for Children.....	13
Filled by Transfer.....	17

G

General Conditions.....	29
General Leave.....	11
Grievance – Deviation from Grievance Procedure	22
Grievance – Employer May Institute Grievances	22
Grievance – Facilities for Grievances	22
Grievance – Mutually-Agreed Changes.....	22
Grievance – Policy Grievance	22
Grievance – Replies in Writing	22
Grievance – Union May Institute Grievances.....	22
Grievance – Witnesses.....	24
Grievance Defined.....	21
Grievance on Layoffs and Recalls	19

Grievance on Safety, Etc.....	22
Grievance Procedure.....	21, 22
Grievance/Arbitration – Access.....	24
Group Life Premiums.....	29

H

Harassment.....	31, 40
Health and Safety.....	24
Health and Safety Committee Pay Provisions.....	25
Health and Safety Grievance.....	25
Higher Paying Position.....	26
Hiring Practice.....	20
Hours of Work.....	2
Hours of Work – Administrative.....	2
Hours of Work – Issues Management/Communications – In Session.....	3
Hours of Work – Issues Management/Communications – Out of Session.....	3
Hours of Work – Sessional Administrative/Communications/Issues Management – In Session.....	4

I

Illness in the Family.....	8
Information in Postings.....	17
Interpersonal Violence Provisions.....	14

J

Job Classification and Reclassification.....	28
Job Description.....	28
Job Description Review – Letter of Intent.....	41
Job Postings.....	17
Job Security.....	19
Jury or Court Witness Duty Leave.....	11

L

Labour/Management Committee.....	24
Labour-Management Relations.....	24
Laundry.....	27
Layoff – Definition of Layoff.....	18
Layoffs – Information.....	19
Layoffs – Notice of Layoff.....	19
Layoffs – Notification.....	18
Layoffs – Permanent Employees.....	18
Layoffs – Positions Available.....	19
Layoffs – Recall Procedures.....	18
Layoffs – Role of Seniority in Layoffs.....	18
Layoffs – Sessional Employees.....	18
Layoffs – Temporary Employees.....	18
Layoffs and Recalls.....	18
Leave of Absence.....	9
Leave of Absence for Full-Time Union or Public Office.....	9
Leave without pay for long-term care.....	12
Letter of Intent – Job Description Review.....	41
Letter of Reference.....	30
Letter of Understanding Re	
Harassment.....	40
Retirement Allowance.....	39
Truth and Reconciliation.....	42

M

Maternity – Length of Maternity Leave.....	10
Maternity – Protection During Maternity, Adoption and Parental Leave.....	9
Maternity/Legal Adoption/Parental Leave Supplement to Employment Insurance Benefits.....	11
Meal Allowance.....	5
Membership.....	2

Modified Work Time – Out of Session.....	5
--	---

N

Negotiation Pay Provisions.....	9
New Employees.....	2
New Positions.....	28
No Other Agreements.....	2
Notice.....	32
Notice.....	20
Notification to Employee and Union.....	18

O

Organ Donation Leave.....	14
Organization Chart – Appendix A.....	34
Other Expenses.....	27
Out of Session Modified Work Time.....	5
Overtime.....	5
Overtime – Alternate Time.....	5
Overtime – Daily.....	5
Overtime – Earned Day Off.....	5

P

Paid Holiday – Religious Purposes.....	6
Paid Holidays.....	6
Paid Holidays – Saturday or Sunday.....	6
Parental Leave.....	10
Parking.....	27
Pay Days.....	26
Pay During Leave of Absence for Union Work or Convention.....	9
Performance of Lower Duties.....	27
Permanent Employees.....	31
Permanent Status.....	17
Permanent, Sessional and Temporary Employees.....	31
Permission to Leave Work.....	21
Personal Rights.....	29
Personnel Records.....	30
Picketing of the Legislative Assembly Building.....	21
Policy Grievance.....	22
Political Action.....	21
Present Conditions and Privileges.....	30
Principle of Innocence.....	20
Probation.....	17
Procedure Upon Return from Maternity, Adoption and Parental Leave.....	10
Promotions and Vacancies.....	17
Proof of Illness.....	8
Proper Training.....	25
Provisions to Apply.....	32
Purpose.....	1

R

Recall of Employees.....	19
Reclassification.....	28
Recognition.....	1
Recognition of Union Stewards and Grievance Committee.....	21
Representatives.....	24
Requirements.....	18
Resignations.....	20
Resignations – Notice.....	20
Rest Periods.....	5
Retirement Allowance.....	39
Return to Work.....	29
Right to Have Steward Present.....	21
Right to Refuse or Stop Unsafe Work.....	25
Rights of the Employer.....	1

S

Sabbatical.....	15
Safety and Health Reports, Records and Data.....	25
Seniority	16
Seniority Accumulation.....	16
Seniority Defined	16
Seniority Lists.....	16
Seniority Maintained.....	16
Seniority Terminated.....	16
Sessional Employees.....	31
Severance Pay.....	29
Sick Leave – Accumulation.....	8
Sick Leave – Earning.....	8
Sick Leave Defined	8
Sick Leave Provisions.....	8
Sick Leave Records.....	8
Single Arbitrator.....	23
Suspension.....	20

T

Taxis.....	27
Technological Change.....	26
Telephone.....	27
Temporary Employees.....	31
Temporary Performance of Higher Duty.....	26
Temporary Positions	17
Term of Contract.....	32
Time Off at Christmas.....	6
Time Off In Lieu (TOIL) – Issues Management/Communications.....	4
Truth and Reconciliation.....	42

U

Union Accommodations	24
Union Functions	9
Union Label.....	1
Union Officers and Committee Members	2
Union Security	2
Union Shop	2
Union/Employer Health and Safety Committee.....	25

V

Vacancies and Promotions.....	17
Vacation - Approved Leave of Absence During Vacation.....	7
Vacation – Carry-over.....	7
Vacation – Compensation for Holidays Falling Within Vacation Schedule	7
Vacation – Length of	6
Vacation – Minimum	7
Vacation – Preference in Vacations	7
Vacation – Sessional.....	6
Vacation – Unbroken Vacation Period	7
Vacation Pay	7
Vacation Pay on Retirement	7
Vacation Pay on Termination.....	7
Vacation Payout	7
Vacations	6
Valet Services.....	27
Volunteer Assistance.....	19

W

Wages	26
Wages and Allowances.....	26
Warning.....	20
Wellness	29

Withdrawal of Postings.....18
Work Day – Sessional Administrative/Communications/Issues Management – Out of Session.....4
Work of the Bargaining Unit.....1
Work Schedule.....5
Workers' Compensation Protection.....28