

COLLECTIVE BARGAINING AGREEMENT

COPE Local 397
for the Saskatchewan NDP Constituency Assistants
~ and ~
Saskatchewan New Democratic Party Caucus
September 25, 2025 – March 31, 2029

TABLE OF CONTENTS

Article	Title	Page
ARTICLE 1 – SCOPE.....		2
ARTICLE 2 – UNION SECURITY.....		3
ARTICLE 3 – HOURS OF WORK		4
ARTICLE 4 – PAID HOLIDAYS.....		5
ARTICLE 5 – VACATIONS		5
ARTICLE 6 – SICK LEAVE PROVISIONS.....		7
ARTICLE 7 – LEAVE OF ABSENCE.....		8
ARTICLE 8 – EDUCATION LEAVE AND EXAMINATIONS		16
ARTICLE 9 – SENIORITY		17
ARTICLE 10 – PROBATION.....		19
ARTICLE 11 – STAFF CHANGES AND VACANCIES		19
ARTICLE 12 – LAYOFF AND RECALL		20
ARTICLE 13 – JOB SECURITY		22
ARTICLE 14 – FAIR EMPLOYMENT AND EQUAL PAY FOR EQUAL WORK.....		22
ARTICLE 15 – RESIGNATIONS		22
ARTICLE 16 – DISCHARGE, SUSPENSION AND DISCIPLINE.....		23
ARTICLE 17 – GRIEVANCE PROCEDURE		24
ARTICLE 18 – ARBITRATION		25
ARTICLE 19 – LABOUR-MANAGEMENT RELATIONS		27
ARTICLE 20 – HEALTH AND SAFETY		27
ARTICLE 21 – TECHNOLOGICAL CHANGE		28
ARTICLE 22 – WAGES AND ALLOWANCES.....		28
ARTICLE 23 – JOB CLASSIFICATION AND RECLASSIFICATION.....		30
ARTICLE 24 – BENEFITS		31
ARTICLE 25 – GENERAL CONDITIONS		31
ARTICLE 26 – HARASSMENT.....		33
ARTICLE 27 – PENSION		34
ARTICLE 28 – WORKERS' COMPENSATION.....		34
ARTICLE 29 – EMPLOYEE AND FAMILY ASSISTANCE PLAN		35
ARTICLE 30 – PRACTICES, PROTOCOLS AND STRUCTURES		35
ARTICLE 31 – CONSTITUENCY OFFICE TRAINING		36
ARTICLE 32 – DIVERSITY, EQUITY AND INCLUSION EDUCATION COMMITTEE		36
ARTICLE 33 – TERM OF CONTRACT.....		37
APPENDIX A – SALARY SCHEDULE – EFFECTIVE APRIL 1, 2025		40
LETTER OF UNDERSTANDING NO. 1 – RE: JOB DUTIES REVIEW		41
LETTER OF UNDERSTANDING NO. 2 – RE: HARASSMENT POLICY.....		42
INDEX.....		43

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION (COPE), LOCAL 397
HEREINAFTER REFERRED TO AS THE “UNION”, FOR THE SASKATCHEWAN NEW DEMOCRATIC PARTY
CONSTITUENCY ASSISTANTS

~ AND ~

THE SASKATCHEWAN NEW DEMOCRATIC PARTY CAUCUS,
HEREINAFTER REFERRED TO AS THE “EMPLOYER”

We acknowledge that we live, work, and play in Treaty territory and the Homeland of the Métis Nation. We pay respect to the ancestors of our gathering places and affirm our relationships with one another.

ARTICLE 1 – SCOPE

- 1.1 Purpose of Agreement. The purpose of this agreement is to establish and maintain orderly Collective Bargaining procedures between the Parties. The Parties to this Agreement share a desire to work cooperatively to assist constituents and enhance the effectiveness of incumbent New Democratic Party Caucus Members of the Legislative Assembly (MLA) of Saskatchewan. It is agreed that all Parties covered by this Collective Agreement are bound by the terms and conditions contained therein.
- 1.2 Bargaining Unit Defined
 - 1.2.1 The bargaining unit shall be comprised of all **Employees** employed by the Saskatchewan New Democratic Party Members of the Legislative Assembly. New positions falling within the scope of this Agreement shall be included in the bargaining unit.
 - 1.2.2 A casual Employee is defined as a non-scheduled Employee who works less than five hundred (500) hours in a calendar year. A casual Employee may also work on projects.
- 1.3 Bargaining Unit Recognition. The Employers recognize the Canadian Office and Professional Employees Union (COPE), Local 397, as the exclusive bargaining agent for all the Employees in the bargaining unit.
- 1.4 Employers Bargaining Agent. Members of the Saskatchewan New Democratic Party Caucus agree to appoint a Bargaining Committee to act as bargaining agent on behalf of all New Democratic Party Members of the Legislative Assembly of Saskatchewan.
- 1.5 Representation
 - 1.5.1 No Employee(s) shall undertake to represent the Union at any meeting without the proper authorization of the Union. To implement this Article, the Union and Employer shall supply each other with the names of their respective representatives. MLAs who are members of the Joint Labour-Management Committee are authorized to represent the Employer(s) in all business transacted between the Union and the Employer(s).

- 1.5.2 No Employee(s) covered by this Agreement shall be required or permitted to make a written or oral agreement which may conflict with the terms of this Agreement.
- 1.6 Correspondence. Where a Party to this Agreement corresponds with a member of the bargaining unit concerning the application or interpretation of this Agreement, a copy will be forwarded to each member of the Joint Labour-Management Committee.
- 1.7 Recognition. Rights of the Employer. The Union recognizes each New Democratic Member of the Legislative Assembly as individual Employers, represented by the New Democratic Caucus. The Union recognizes the right of the Employers to exercise the regular and customary function of Management, to direct the working forces in fair and reasonable manner. The Employers shall exercise these rights in a manner consistent with the terms of this Agreement. The Union recognizes that its members must maintain membership in good standing with the New Democratic Party of Saskatchewan and will serve the needs of the Employers in a manner which presents a positive image. The Union further recognizes that the Employers are subject to directives of the Board of Internal Economy and The Legislative Assembly and Executive Council Act.

ARTICLE 2 – UNION SECURITY

- 2.1 Membership. The Employers agree 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 employment, apply for and maintain membership in the Union as a condition of employment.
- 2.2 Dues. The Employers agree to authorize the deduction of Union fees, dues and assessments, once each month and to transmit the monies collected to the Financial Secretary of the Union.
- 2.3 Union Shop. The Employers agree to acquaint potential Employees with the fact that a Union agreement is in effect, and with the condition of employment set out in the Articles dealing with Union Security and Dues Check-off.
- 2.4 New Employees. On commencing employment, the Employer shall have the Employee sign a COPE Local 397 application for membership card. The Employer shall also make available to the Employee the name of their Union Representative. An Officer of the Union or Representative shall be given an opportunity to orientate each new Employee within regular working hours or by teleconference, 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 their responsibilities and obligations to the Employer and the Union.
- 2.5 New Employers. On commencement of Term of Office, the **Caucus Director of Administration and Human Resources** will make available to the new MLA a copy of the Collective Bargaining Agreement. The Personnel Subcommittee of Caucus will provide orientation on the Collective Bargaining Agreement within the first month of office.
- 2.6 Correspondence. The Employers agree that a copy of any correspondence between the Employer, or their designate and any Employee in the bargaining unit, pertaining to the interpretation, administration, or application of any part of their Agreement shall be forwarded to the Union Office.

- 2.7 Designation of Supervisor. Every Employee shall be notified of the name of their immediate designated supervisor.
- 2.8 **The Employer agrees to compensate for all lost-time wages and benefits with respect to the bargaining of this Collective Bargaining Agreement.**

ARTICLE 3 – HOURS OF WORK

- 3.1 MLA's shall employ at minimum, the equivalent to a full-time Constituency Assistant. Where the full-time Constituency Assistant position is shared, the Constituency Assistant Level 3 – Full Time Salary Schedule shall apply. Any adjustments to full-time hours of work must be mutually agreed to between the Employer and the Union. Mutual agreement will not be unduly withheld.
- 3.2 Full-time Employees shall work a thirty-six (36) hour work week scheduled at the local level within the following parameters:
- 3.2.1 The Employer recognizes an Employees right to be remunerated for hours in excess of seven point two (7.2) hours in a day or thirty-six (36) hours in a week.
- a) Full-time Employees shall be allowed to bank hours worked in excess of seventy-two (72) hours bi-weekly. Time off for banked hours shall be by mutual agreement at the local level.
- 3.2.2 An MLA will pay to an Employee who works more than the number of hours specified in Article 3.2.1 above at the rate of:
- a) One and one-half (1½) times their regular wage **for the first four (4) hours worked and two (2) times thereafter** all hours worked in excess of seven point two (7.2) hours in a day, and thirty-six (36) hours in a week or time off in lieu to be used within **six (6)** months of earning at a mutually-agreed time.
- b) **All hours worked on a Paid Holiday will be paid at one and one half (1 ½) times their regular wage.**
- c) In the absence of a mutually-agreeable time, overtime pay shall be made after **six (6)** months.
- d) **Overtime must be preapproved.**
- 3.2.3 Part-time Employees shall work less than thirty (30) hours per week. Work schedules for part-time Employees shall be established at the local level.
- a) Part-time Employees may work more than thirty (30) hours per week if covering for a full-time Constituency Assistant.
- b) Preference for available hours shall be given to part-time Employees.
- 3.2.4 Casual Employees and Summer Students shall work less than five hundred (500) hours per year. Casual Employees and Summer Students shall be scheduled at the local level.
- 3.3 Work schedules will be mutually-agreed upon between the Employee and the MLA or their designate at the local level. If agreement cannot be reached at the local level, the matter shall be referred to the Joint Labour-Management Committee for resolution.

- 3.4 Employees may flex their time to allow for cultural practices such as prayers or fasting periods.
- 3.5 Employees have the right to disconnect. When an employee is on a day off or scheduled vacation day, the Employer will make best efforts not to contact the Employee or have co-workers contact the Employee. There shall be no expectation that employees respond when they are on scheduled days off or vacation days, excepting when an emergency arises. In these cases, the Employer may need to contact the Employee. If the contact results in significant disruption to a leave day, the time for disruption (in quarter-day increments) will be considered time worked.

ARTICLE 4 – PAID HOLIDAYS

- 4.1 Paid Holidays. The Employers recognize the following as paid holidays: New Year's Day, Family Day, Good Friday, Easter Monday, Easter Tuesday (except when Legislature sits on Easter Monday and/or Easter Tuesday then it will be considered a normal work day), Victoria Day, **National Indigenous People's Day**, Canada Day, **the Floating Holiday as recognized by the Provincial Civil Service**, Saskatchewan Day, 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) working hours prior to Christmas Day, **and all working days that fall between Boxing Day and New Year's Day.**
- 4.1.2 Floating Holidays. Five (5) floating holidays to be used upon mutual agreement and not to be unreasonably denied (floating holidays shall be prorated based on months of service in the given year and cannot be carried forward past the end of each calendar year). **When operational needs prohibit multiple staff having time off, preference will be given first to those with bona fide cultural or religious celebrations.**
- 4.2 Saturday or Sunday. In the event that any holiday mentioned in the preceding section occurs on a Saturday, Sunday, or scheduled day off, the preceding or next working day shall be considered the holiday.
- 4.3 Paid Religious or Cultural Holidays. **For religious or cultural purposes, in the event that a recognized holiday not listed in Article 4.1 falls on an Employee's normal work day, the Employer shall grant the Employee up to one (1) day paid time off annually. Additional days may be taken either as a vacation, leave of absence without pay, or in exchange for work on an otherwise earned day off, as mutually agreed upon by the Employee and Employer.**

ARTICLE 5 – VACATIONS

- 5.1 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 Legislative Assembly Service, the Government of Saskatchewan, any Board, Commission or Crown Corporation of the Government, Regional Health Authorities and Affiliates, Saskatchewan Association of Health Care Organizations (SAHO), Boards of Education in Saskatchewan, Saskatchewan School Board Association, Saskatchewan Universities, as follows:

Years of ServiceVacation Entitlement

0 – 5 years	15 days per year or 1 ¼ days per month
6 – 10 years	20 days per year or 1 ⅔ days per month
11 – 15 years	25 days per year or 2 ⅓ days per month
16 + years	30 days per year or 2 ½ days per month

- 5.2 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.
- 5.3 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.
- 5.4 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.
- 5.5 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.

- 5.6 Unbroken Vacation Period. An Employee shall receive an unbroken period of vacation unless mutually-agreed upon between the Employee and the Employer.
- 5.7 Exceptional Leave of Absence during Vacation. When 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 their period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall be either added to the vacation period or reinstated for use at a later date, as mutually agreed upon.
- 5.8 Vacation Pay-out. If an Employee, due to being on leave of absence, Workers' Compensation, Disability, or other unforeseen circumstances is unable to take their vacation within the vacation year, arrangements shall be made by mutual agreement for a carryover of vacation, or for the remaining vacation entitlement shall be paid out to the Employee.
- 5.9 Vacation 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. The Employer may permit the Employee to carry-over up to an additional five (5) days of annual vacation.

ARTICLE 6 – SICK LEAVE PROVISIONS

- 6.1 Sick Leave Defined. Sick leave means the period of time an Employee is absent from scheduled 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 Health Care Professional, or because of an accident for which compensation is not payable under the Workers' Compensation Act.
- 6.2 Earning Sick Leave. Employees shall, at the beginning of the fiscal year, be credited with fifteen (15) sick leave days. Sick leave shall be earned on the basis of one and one-quarter (1¼) days for each month of service and prorated for partial months. Further sick leave with pay within any yearly period shall be left to the discretion of the Employer.
- 6.3 Reporting Sickness
- 6.3.1 An Employee who is sick shall inform their Employer before the hour they are to report to work or as soon as reasonably practicable.
- 6.3.2 An Employee who fails to inform their supervisor of their intention not to report for work shall be considered absent without leave. Except where in the opinion of the Employer extenuating circumstances exist, a deduction in pay may be made equivalent to the pay the Employee would have received.
- 6.4 Pressing Necessity. Leave for pressing necessity is drawn from an Employee's sick leave balance and shall be used for emergent and/or compassionate situations and the Employee shall be entitled, after notifying their Employer and on agreement to use a maximum of five (5) accumulated sick days per year. Pressing necessity shall not be unreasonably denied.
- 6.5 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.

- 6.6 Proof of Illness. For any illness in excess of **five (5) consecutive** working days, **or in instances where the Employee has been absent for two (2) or more instances of two consecutive days in the preceding twelve (12) months**, 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.
- 6.7 6.7.1 Illness During Vacation Leave. An Employee whose vacation leave is interrupted by illness or injury that requires hospitalization or is under a doctor's care for a period of two (2) consecutive days or more shall, upon request, have such period of hospitalization charged against available sick leave credits. The Employee will be required to provide medical evidence of such confinement.
- 6.7.2 Notwithstanding the above, in exceptional instances an Employee may request that sick leave be substituted for vacation leave when the Employee is incapacitated due to illness during vacation leave. The Employee shall provide medical documentation to substantiate the request.
- 6.8 Exceeding the Sick Leave Benefits. An Employee leaving employment that has overdrawn their sick leave shall have deducted from any monies owing them by the Employer an amount calculated on the basis of the number of days sick leave overdrawn at the rate of salary on separation.
- 6.9 Drawing on Future Sick Leave Credits. The Employer may allow permanent Employee to draw on future sick leave credits to a maximum of fifteen (15) days. If the Employee terminates employment or retires, any overdrawn amount owing will be recovered.
- 6.10 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 their credit.
- 6.11 Accumulation of Sick Leave. The unused portion of an Employee's sick leave shall accrue for their future benefit.

ARTICLE 7 – LEAVE OF ABSENCE

- 7.1 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 **twenty percent** or two Employees, **whichever is greater**, shall be entitled to request such leave at the same time.
- 7.2 Leave of Absence for Full-Time Union or Public Office
- 7.2.1 The Employer recognizes the right of an Employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without loss of seniority and benefits so that the Employee may be a candidate in federal, provincial, or municipal elections.
- 7.2.2 An Employee who is elected to public office shall be allowed leave of absence without loss of seniority during their term of office.

- 7.2.3 An Employee who is elected or selected for a full-time position with the Union or the New Democratic Party, or any body with which the Union or the New Democratic Party is affiliated, shall be granted an unpaid leave of absence without loss of seniority for a period of one (1) year. Such leave shall be renewed each year, on request during their term of office.
- 7.3 Pay during Leave of Absence for Union Work . 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. **No more than twenty percent or two Employees, whichever is greater, shall be entitled to request such leave at the same time.**
- 7.4 Protection during Maternity, Adoption and Parental Leave.
- 7.4.1 Maternity, Adoption and Parental leave **is** a right. Accordingly, no Employee shall be laid-off or otherwise adversely affected in their employment because of pregnancy or adoption.
- 7.4.2 The Employer **recognizes its duty to accommodate during** pregnancy. Where working conditions may be hazardous to an unborn child or to the pregnant Employee, **the Employee shall be entitled to accommodation in accordance with restrictions provided by a qualified medical practitioner.**
- 7.5 Maternity Leave
- 7.5.1 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 their Employer a request, in writing, for such leave at least two (2) weeks prior to the date they intend to commence such leave, together with a certificate from a qualified medical practitioner, certifying that they are pregnant and indicating the estimated date **birth** Such leave may, commence **earlier if medically required.** 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.
- 7.5.2 During this period and as the Public Employee Benefit Plans allow, benefits and seniority shall be maintained.
- 7.6 Adoption Leave
- 7.6.1 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.
- 7.6.2 During this period and as the Public Employee Benefit Plans allow, benefits shall be maintained.
- 7.7 Parental Leave
- 7.7.1 Whenever possible, the Employee will inform the Employer at least a month before the desired leave of absence, which may be before and/or after the birth or adoption. In the case of pregnancy, the Employee, on request, will supply a medical report confirming that their **co parent** is pregnant and indicating the anticipated date of delivery.

- 7.7.2 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.
- 7.7.3 During this period and as the Public Employee Benefit Plans allow, benefits shall be maintained.
- 7.8 Maternity, Adoption and Parental Leave Pay . The first week of maternity, adoption and parental leave granted under Article 7.5 shall be with full pay and benefits.
- 7.9 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 in her former position. If the former position no longer exists, Article 11 shall apply.
- 7.10 Compassionate Care Leave
- 7.10.1 An Employee who intends on applying for Employment Insurance compassionate care leave benefits must advise the Employer at the time of application.
- 7.10.2 An Employee is entitled to Compassionate Care Leave up to twenty-eight (28) weeks to provide care or support to a member of the Employee's family who has a serious medical condition with a significant risk of death within twenty-eight (28) weeks from the date the leave commences. In a period of fifty-two (52) weeks, an Employee is not entitled to take more than one Compassionate Care Leave pursuant to subsection (2) of the Saskatchewan Employment Act.
- 7.12 Supplemental Unemployment Insurance (SUB) Plan
- 7.12.1 The Employer agrees to provide to eligible Employee(s) a Supplementary Benefits plan that falls within regulations of Employment and Social Development Canada (ESDC). The objective of the Plan is to supplement Canada Employment Insurance Plan benefits received by Employees while on maternity, parental, adoption or compassionate care leave.
- 7.12.2 Employees on maternity leave/legal adoption/parental leave shall be paid a top-up of Employment Insurance Parental Leave Benefits to ninety-five percent (95%) of regular salary for up to seventeen (17) weeks. The seventeen (17) week period will include the Employment Insurance one (1) week waiting period.
- (a) For the Employment Insurance one (1) week waiting period the Employee may choose one of the following two (2) options:
- (i) Employees on maternity leave may access sick leave in accordance with Article 6; or
- (ii) Receive a maternity/legal adoption/parental leave SUB plan payment equal to ninety-five percent (95%) of regular salary for the one (1) week period.

- For full-time Employees the payment is ninety-five percent (95%) of their bi-weekly salary rate in effect immediately prior to the commencement of the Definite Leave of Absence for maternity/legal adoption/parental leave.
 - For all other Employees the full-time Employee calculation will be prorated by the proportion of full-time regular hours paid during the twenty-six (26) full pay periods preceding the leave (or the period of active employment if less than twenty-six (26) full pay periods), unless the Employee chooses to extend their leave.
- (b) For the remaining sixteen (16) weeks of Employment Insurance maternity/parental leave benefits Employees will receive a maternity/legal adoption/parental leave SUB program payment from the Employer equal to the difference between ninety-five percent (95%) of regular salary (as calculated in a) above) and the gross Employment Insurance Benefit.
- (c) The 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 is commenced to be eligible for the SUB Plan benefit.

7.12.3 Compassionate Care Leave

- (a) **An employee who is approved for 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 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 week blocks of time.**
- (b) Following a minimum of one (1) year service, the **SUB** Plan will cover the Employee's salary at one hundred per cent (100%), to a maximum of eight (8) weeks which includes the waiting period within a **twenty eight (28)** week period.

7.13 General Leave. An Employee may request a leave of absence without pay and without loss of seniority when they request in writing such leave for good and sufficient cause. Such requests are subject to approval by the Employer and shall not exceed one (1) year. Such requests will not be unreasonably denied.

7.14 Earned Vacation and Sick Leave on Death. If an Employee who has been granted more vacation or sick leave with pay than they have earned dies, the Employee is considered to have earned the amount of leave with pay granted.

7.15 Earned Sick Leave on Termination. When the employment of a permanent employee who has been granted more sick leave than they have earned is terminated or laid off by the Employer, the value of the overdrawn amount shall be deducted from any monies owing to them.

- 7.16 Paid Jury **Selection** or Court Witness Duty Leave. The Employer shall grant leave of absence without loss of seniority or benefits under the terms of this Agreement to an Employee **who is called for jury selection**, 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 Department of Finance, excluding payment for traveling, 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 manner arising out of their employment shall be considered as time worked at the appropriate rate of pay.
- 7.17 Leave without pay for the long-term care of a dependent or someone whom you have a legal responsibility for. The leave, if so granted, shall be without loss of seniority.
- 7.17.1 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. Such leave will be scheduled in a manner which ensures continued service delivery.
- 7.17.2 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) Periods of Leave granted under this Article shall be for a minimum period of three (3) weeks to a maximum period of twenty-six (26) weeks;
 - c) The total leave granted under this Article shall not exceed two (2) years during an Employee's total period of employment.
- 7.17.3 By mutual agreement an Employee who has proceeded on leave without pay may change their return to work date if such change does not result in additional costs to the Employer.
- 7.18 Bereavement/Funeral Leave
- 7.18.1 An Employee shall be granted a minimum of five (5) regularly scheduled work days, without loss of pay or benefits, in the case of death of the Employee's spouse or common-law spouse, parent, brother, sister, child, step-child, grandparent, grandchild, former guardian, ward, fiancée.
- 7.18.2 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 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.
- 7.18.3 Reasonable leave for attendance at funerals other than those listed above shall be arranged between the Employee and the immediate Supervisor.

- 7.18.4 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.
- 7.18.5 In respect of a culturally diverse workforce, an employee may request additional bereavement leave upon death of those with whom they have a significant relationship.**
- 7.19 Canadian Armed Forces Leave
- 7.19.1 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. **Shall leave shall not be unreasonably denied.**
- 7.19.1 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.
- 7.20 Citizenship Ceremony Leave
- 7.20.1 Leave of absence with pay for one (1) day shall be granted to an Employee to attend **their or a family member's** citizenship ceremony.
- 7.21 Crime-Related Child Death or Disappearance Leave
- 7.21.1 Leave of absence for crime-related child death or disappearance shall be granted to an Employee in accordance with the Saskatchewan Employment Act.
- 7.21.2 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.
- 7.21.2 Upon return from crime-related child death or disappearance leave, permanent Employees will be reinstated in their former job.
- 7.22 Family Caregiver Benefit for Children Leave
- 7.22.1 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.
- 7.22.2 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.
- 7.22.3 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-six (36)- weeks, which includes a one (1) week waiting period, within a fifty two (52) week period.

- 7.22.4 Upon return from family caregiver benefit for children leave, permanent Employees will be reinstated in their former job.
- 7.22.5 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.

7.23 Family Caregiver Benefit for Adults Leave

- 7.23.1 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.
- 7.23.2 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.
- 7.23.3 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.
- 7.23.4 Upon return from Family Caregiver Benefit for Adults leave, permanent Employees will be reinstated in their former job.
- 7.23.5 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.

7.24 Family Leave

- 7.24.1 Leave of absence with pay shall be granted to Employees in the event of serious illness of or when it is essential that they attend to family matters in respect of their spouse, parent, child, sister, brother, mother-in-law, father-in-law, common-law, or same-sex partner. This Article will be extended to those cases where a step relationship or legal guardianship exists. Such leave shall be deducted from sick leave credits. An Employee must notify their MLA of their absence as soon as possible and provide valid reasons for the absence and an estimate of the duration of the absence. Family leave will not be unreasonably denied.

7.25 Organ Donation Leave

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

7.26 Interpersonal Violence Provisions

7.26.1. 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.

7.26.2 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.

7.26.3 Purposes for Which Interpersonal Violence Leave May be Taken. An Employee may take an 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.

7.26.4 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.

7.26.5 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.

7.26.6 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.
- 7.26.7 **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.
- 7.26.8 **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.
- 7.26.9 **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.
- 7.27 **While on leave of absence without pay, Employees shall be entitled to the benefits of this Agreement as follows:**
 - 7.27.1 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, Family Caregiver Benefit for Adults, Interpersonal Violence 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.
 - 7.27.2 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.
 - 7.27.3 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 8 – EDUCATION LEAVE AND EXAMINATIONS

- 8.1 **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 three (3) 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 requested or 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.

8.2 Employer Sponsored

- 8.2.1 When the Employer requests **an** Employee to attend a course related to public policy education or job skills, the Employer will pay one hundred (100) percent of the cost upon registration and travel expenses as outlined in Article 22.
- 8.2.2 In the event a permanent 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.
- 8.2.3 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.

8.3 Examinations

- 8.3.1 An Employee shall be entitled to leave of absence with pay for up to one (1) day per year and without loss of seniority or benefits to write examinations to upgrade their employment qualifications.
- 8.3.2 Upon mutual agreement between the Employer and Employee up to an additional five (5) days per year can be granted.

8.4 Education Reimbursement

- 8.4.1 The Employer agrees to reimburse the actual costs of pre-approved training or education to a maximum of **twenty-five hundred dollars (\$2500)** per fiscal year. This may include courses during or outside scheduled hours of work. Approval shall not be unreasonably withheld.

8.5 Employee Requested.

- 8.5.1 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 agreed to be relevant to work and the Employer is reasonably able to comply.

ARTICLE 9 – SENIORITY

- 9.1 Seniority Defined. Seniority is defined as the length of an Employee's accumulated service **including employment of contracted work**, with any Saskatchewan New Democratic Party Caucus Member or Members. **Additionally, time served of 6 months or more in Provincial Office or NDP Caucus shall be considered to be accumulated service for the purpose of seniority.** Seniority shall be lost in the event that an Employee voluntarily resigns a position, is on layoff for more than two (2) years or is terminated for just cause. Notwithstanding the above, an Employee who resigns a position to raise a dependent child and is re-employed into a vacancy by the Employer within two (2) years shall have their seniority reinstated upon re-employment. Further an Employee has the ability to transfer from one (1) member to another and shall maintain their seniority. **This clause shall be retroactive to October 28, 2024.**

- 9.2 Seniority Accumulation. Seniority shall accumulate on the basis of time actually worked, exclusive of overtime, but inclusive of:
- 9.2.1 Sick leave/disability leave
 - 9.2.2 Workers' Compensation leave
 - 9.2.3 Maternity/Adoption/Parental leave
 - 9.2.4 Paid educational leave
 - 9.2.5 Annual vacations
 - 9.2.6 Bereavement leave
 - 9.2.7 Crime-Related Child Death or Disappearance
 - 9.2.8 Interpersonal Violence Leave
 - 9.2.9 Family Caregiver Benefit for Children
 - 9.2.10 Family Caregiver Benefit for Adults
 - 9.2.11 Compassionate Care Benefits
 - 9.2.12 Organ Donation Leave
 - 9.2.13 Canadian Armed Forces Leave
 - 9.2.14 Any new or enhanced Federal or Provincial work-related unpaid leave of absence
 - 9.2.15 Witness duty leave
 - 9.2.16 Unpaid leaves of absence, for any other reason, of sixty- (60) days or less
 - 9.2.17 Layoff of thirty- (30) days or less
- 9.3 Seniority Maintained. Seniority shall be maintained but shall not accrue during the following:
- 9.3.1 Unpaid leave of absence in excess of twenty-four (24) months
 - 9.3.2 Unpaid educational leaves
 - 9.3.3 Layoffs of twenty-four (24) months
- 9.4 Seniority Terminated. Seniority shall be terminated only in the following circumstances:
- 9.4.1 Termination for just cause
 - 9.4.2 Retirement
 - 9.4.3 Failure to return from layoff within fifteen (15) days of notice of recall, without reasonable justification
 - 9.4.4 Failure to return to work following an approved leave of absence, without reasonable justification
- 9.5 Seniority Lists. The Employer(s) shall provide a list showing the current permanent, part-time and casual Employees along with the date upon which each Employee's service commenced. Where two (2) or more Employees commence work on the same day, seniority preference shall be in accordance with the date of application. An up-to-date seniority list shall be sent to the Union in January of each year.

ARTICLE 10 – PROBATION

- 10.1 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.
- 10.2 The length of the probationary period for a permanent full-time or part-time Employees shall be one hundred and eighty (180) calendar days with no extensions except by mutual agreement between the Union and the Employer. Any extension to probation will be in writing and will specify the reason for and the length of the extension.
- 10.2.1 Performance Review. The Employer shall meet with the Employee after ninety (90) calendar days 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 notice of the Performance Review meeting taking place.
- 10.2.2 If the Employer does not notify the probationary employee and Union in writing prior to the expiration of the probationary period, the employee shall be deemed to have successfully completed the probationary period and shall be a permanent employee.**
- 10.3 The length of the probationary period for a casual Employee shall be one (1) calendar year with each individual Employer with no extensions except by mutual agreement between the Union and the Employer. Any extension to probation will be in writing and will specify the reason for and the length of the extension.
- 10.4 When a casual Employee **has worked 432 hours and** is placed in a permanent position for an individual Employer, **an additional** ninety (90) calendar day probationary period shall be deemed to have started at the commencement of employment in the permanent position. Any extension to probation will be by mutual agreement between the Union and the Employer, will be in writing and will specify the reason for and the length of the extension.
- 10.5 On the successful completion of the initial probationary period an Employee **is considered** as a permanent Employee.

ARTICLE 11 – STAFF CHANGES AND VACANCIES

- 11.1 Where there is a vacancy as a result of an election victory in an incumbent NDP seat, the following shall apply:
- 11.1.1 The incumbent Constituency Assistant shall be interviewed for the position and if hired, a probationary period of ninety (90) days shall apply with a performance review at the midway point.
- 11.1.2 Where the position of Constituency Assistant is not filled by the incumbent the position shall be posted in accordance with Article 11.2.
- 11.1.3 The position shall be filled based on meeting the qualifications of the posting.

- 11.2 Where a vacancy exists which is not filled by the incumbent Constituency Assistant, the Employer may fill from within the Constituency without posting the position.
- 11.3 Where a vacancy exists which is not filled by an incumbent Constituency Assistant and not filled within the Constituency the following shall apply.
- 11.3.1 Competition. A job posting will be submitted to the NDP Caucus Office. **Current bargaining unit members** will have preference and the Employer will make every reasonable effort to circulate to all **current bargaining unit members by electronic means**. The Employer may proceed with an open competition concurrently.
- 11.3.2 Open Competition. Upon failure to fill the vacancy through a competition, the Employer may proceed with an open competition to fill the vacancy.
- 11.4 The MLA shall use a standard job posting form which will include “The NDP is an Employment Equity Employer”. **All Postings** shall include the nature of the position, qualifications, required knowledge and education, skills, hours of work, wage or salary rate. All postings shall be open for fourteen (14) days or by mutual agreement between the parties.
- 11.5 Vacancies shall be filled on the basis of possessing the necessary skill, ability, education, experience and qualifications to meet the Constituency Assistant job description.
- 11.6 Where there is a vacancy in an MLA’s office, special consideration shall be given to promotion from within the office where the vacancy occurs.
- 11.7 The Union shall be notified in writing of all vacancies, appointments, hirings, layoffs, transfers, recalls and terminations of employment within the bargaining unit.

ARTICLE 12 – LAYOFF AND RECALL

- 12.1 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.
- 12.2 Notice of Layoff
- 12.2.1 Notice of Layoff – Non-Writ. Employees shall receive fifteen (15) days notice 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.
- 12.2.2 Notice of Layoff – Writ. In the event of a writ layoff the notification period as set out in the Dissolution Guidelines of the legislative Assembly of Saskatchewan apply.
- 12.2.3 During an election writ period a **current bargaining unit member** shall be considered to be laid off pending recall or termination.
- 12.3 Role of Seniority in Layoffs. Seniority may be used by an Employee to maintain job security, in the event of layoff from their position as follows:

- 12.3.1 Permanent Employees. Subject to qualifications being sufficient to perform the work, a permanent Employee may displace:
- a) a less senior permanent Employee in a position for which the Employee is qualified;
 - b) a temporary Employee in a position for which the Employee is qualified.
- 12.3.2 Temporary Employees. Subject to qualifications being sufficient to perform the work, a temporary Employee may displace a less senior temporary Employee in a position for which the Employee is qualified.
- 12.4 Recall Procedures – Writ Layoff
- 12.4.1 Employees will immediately be recalled to work when a MLA is re-elected.
- 12.4.2 Employees will be recalled to work upon layoff in order of seniority.
- 12.5 Recall Procedures – Non-Writ Layoff
- 12.5.1 Employees shall be recalled in order of their seniority to the position from which they were laid off.
- 12.6 Notification. In accordance with Article 11, Employees on layoff shall be notified by the Employer of all new positions and all vacancies.
- 12.7 Information. An Employee on layoff shall, at all times, keep the Employer informed of their current address and phone number.
- 12.8 Positions Available. The Employer shall facilitate the exercise of seniority rights on layoff by advising the Employees of the positions to which they are entitled to displace.
- 12.9 Grievance on Layoffs and Recalls. Grievances concerning layoffs and recalls shall be initiated at Step two (2) of the Grievance Procedure by the Union within twenty-one (21) days.
- 12.10 Severance. Following a minimum of one (1) year of service, where the employment of an Employee is terminated, except for just cause or the result of resignation or where the termination is by mutual agreement, transition allowance will be paid at the rate of two (2) weeks of pay per year of service to a maximum of twenty-four (24) weeks for twelve (12) years of more of continuous service with a member of Members of the Legislative Assembly.**
- 12.11 An Employee may elect to receive a transition allowance as set out in Article 12.10 at the effective date of the termination. Transition allowance is paid bi-weekly subject to the former Employee submitting required documentation.**

ARTICLE 13 – JOB SECURITY

- 13.1 Contracting Out. The Employers agree 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 where such contracting out will result in a reduction of work hours or layoffs or to maintain a vacancy. Special projects may be considered upon mutual agreement of the parties.
- 13.2 Volunteer Assistance. The Union recognizes the need for and agrees to the use of volunteer assistance during peak load periods. 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. Volunteers will not perform confidential duties or perform casework.

ARTICLE 14 – FAIR EMPLOYMENT AND EQUAL PAY FOR EQUAL WORK

- 14.1 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 the

- race
- religion,
- creed,
- marital status,
- family status,
- sex,
- sexual orientation,
- disability
- age, if over 18,
- colour,
- ancestry,
- nationality,
- place of origin,
- race or perceived race,
- receipt of public assistance,
- gender identity

And any other prohibited grounds under the Saskatchewan Human Rights Act.

ARTICLE 15 – RESIGNATIONS

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

ARTICLE 16 – DISCHARGE, SUSPENSION AND DISCIPLINE

- 16.1 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.
- 16.2 Discipline Procedure
- 16.2.1 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 Representative.
- 16.2.2 If the Union feels the Action or Penalty is unjust, such Employee the Union will file a grievance in accordance with the grievance procedure as outlined in Article 17.3.
- 16.3 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.
- 16.4 Warning. Whenever the Employer or their authorized agent censures 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) working days thereafter, give written particulars of such censure to the Union and the Employee.
- 16.5 Picket Lines
- 16.5.1 Cross 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, or loss of wages for the period involved.
- 16.5.2 Picketing of a Constituency Office. In the case of a picket line at a Constituency Office, the Employee shall contact their representative to determine the status of the picket line. A legal strike line shall be respected as per Article 16.6.1. In the case of an informational picket line, the Constituency Assistant(s) shall gather all information available to be transmitted to the Employer and resume the normal workday.
- 16.6 Political Action. Recognizing participation is on a voluntary basis, no Employee shall be disciplined for participation in any political action(s) called for by the Canadian Labour Congress, its affiliates, or subordinate bodies.
- 16.6.1 No Employee can be terminated or disciplined for political activities related to the Saskatchewan New Democratic Party.

16.7 Right to Have Union Representative Present

- 16.7.1 An Employee shall have the right to have their Union Representative present at any discussion with the Employer 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 Union Representative to be present at the interview.
- 16.7.2 A Union Representative shall have the right to consult with a Union Officer or Representative and to have them present at any discussion with the Employer which might be the basis of disciplinary action.

ARTICLE 17 – GRIEVANCE PROCEDURE

- 17.1 Grievance Defined. A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement in a case where the Employer or the Union has acted unjustly, improperly or unreasonably.
- 17.1.1 Union May Institute Grievances. Only the Union and its Representatives shall have the right to originate a grievance on behalf of Employees and to seek redress in the manner provided in the grievance procedure.
- 17.1.2 Employer May Institute Grievances. The Employer may institute a grievance through the **Director of Administration and Human Resources**. Such grievance shall be filed with the Union and shall commence at a mutually-agreed upon step.
- 17.1.3 Documentation. The filing of a grievance by either party and subsequent replies to grievances shall be in writing at all stages.
- 17.2 Progressive Discipline. Where an Employee may be subject to disciplinary action the progressive discipline model will be adhered to.
- 17.3 Procedure. Both Parties agree that it is of mutual benefit to obtain resolution as soon as possible and agree to the following procedure.
- 17.3.1 Notice of Intent. Within thirty (30) days of an incident, notice of intent must be filed. In the initial stage of the grievance procedure, every effort shall be made to settle the dispute verbally at an informal meeting between the grievor, Union Representative and the MLA. Failing satisfactory resolve, the Union files written grievance within thirty (30) days with the MLA (Employer) who has fifteen (15) days to respond.
- 17.3.2 Step One. If satisfactory settlement is not reached, the Union may present written grievance to the Caucus **Director of Administration and Human Resources** who has fifteen (15) days to respond.
- 17.3.3 Step Two. If satisfactory settlement is not reached, the Union files written grievance to the Caucus Administration Committee who has twenty-one (21) days to respond.

17.3.4 Step Three. If satisfactory settlement is not reached, the grievance will **the grievance will be advanced to** Mediation **Mediator** or Arbitrator within thirty (30) days of the Step Two response or the date it was due by notice of the intent to arbitrate.

17.4 Extensions. Time limits set out as above, may be extended by mutual agreement of the parties.

ARTICLE 18 – ARBITRATION

18.1 Selection of a Mediator. The parties will jointly apply to Labour Relations and Workplace Safety to appoint a mediator or reach agreement on a mutually acceptable mediator as needed. If agreement cannot be obtained between the parties, then either party can apply to the Minister of Labour to have a mediator appointed.

18.2 Role of the Mediator. The role of the mediator is to assist the parties to achieve a mutually acceptable resolution of the grievance.

18.3 Rules Applicable to Grievance Mediation. Any document provided prior to or during the mediation will be returned to the issuing party at the conclusion of the mediation process. Settlements reached at mediation will not be considered a precedent or normal practice and will not be raised in support of future grievance. Anything said or done at mediation will not be used against the Employer, Employee or the Union at any subsequent arbitration. At any subsequent arbitration or the matter by the Labour Relations Board, the mediator will not be a witness. No transcripts or records will be kept by the mediator other than the mediation occurred, when, where the parties to the dispute and whether settlement was achieved.

18.4 Parties to the mediation will have the authority to conclude a settlement at mediation.

18.5 Grievance Mediation Process. The mediator will provide an introduction of the mediation process. The process will be determined by the parties to the mediation with respect to the Collective Agreement, opportunities to comment, and meeting as a group or individually with the mediator. If a settlement can be reached, the terms of the settlement will be put in writing and signed by the parties.

18.6 If no agreement is possible, the mediator will verbally set out respective positions, and points of difference, and the parties will proceed to arbitration.

18.7 Expenses of the Mediator. Each party shall pay:

18.7.1 One-half of the fees and expenses of the mediator, if applicable.

18.7.2 The fees and expenses of their participants in the mediation process.

18.8 Single Arbitrator. The parties shall first attempt to agree to a single Arbitrator.

- 18.9** Composition of Board of Arbitration. When either party requests that a grievance be submitted to arbitration, the request shall be 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.
- 18.10** 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 made by the **random draw of each appointee's nominee**
- 18.11** Procedure
- 18.11.1** In resolving disputes, the Arbitrator 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 Saskatchewan Employment Act and not be bound by a strict legal interpretation of the issue in dispute.
- 18.11.2** The Arbitrator 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.
- 18.11.3** 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.
- 18.12** Decision of the Arbitrator. The decision of the Arbitrator shall be final, binding and enforceable on all parties, and may not be changed. The Arbitrator 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 Arbitrator shall have the power to amend a grievance, modify penalties or dispose of a grievance by any arrangement which it deems just and equitable.
- 18.13** Disagreement on Decision. Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to reconvene to clarify the decision.
- 18.14** Expenses of the Arbitrator. Each party shall pay one-half (½) of the fees and expenses of the Arbitrator.
- 18.15** 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 section are not mandatory but merely discretionary.
- 18.16** 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.
- 18.17** Access. All reasonable arrangements shall be made to permit the conferring parties or Arbitrator to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 19 – LABOUR-MANAGEMENT RELATIONS

19.1 Representatives

19.1.1 The Employer(s) 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(s) 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.

19.1.2 In order that this may be carried out, the Union will supply the Employers' representative with the names of its Officers. Likewise, the Employers shall supply the Union with a list of its representatives with whom the Union may be required to transact business.

19.2 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.

19.3 Labour-Management Committee/Health and Safety

19.3.1 The Labour-Management Committee shall be a permanent joint committee of the two parties. The Union and the Employers shall each be represented by a minimum of three (3) members to serve on a Labour-Management Committee. This Committee shall meet **4 times annually** to attempt to resolve any problems that might arise and that might be foreseen. This Committee shall meet at the request of either party within ten (10) working days of the request.

19.3.2 This Committee, however, shall not make any decisions that are binding on the Union as a whole without the approval of the Union, or on the Employers, 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 20 – HEALTH AND SAFETY

20.1 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 well-being 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.

20.2 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.

- 20.3 Office Security. Upon request from the Union to the MLA, an on-site assessment must be completed by a qualified authority with a view to increase security measures to ensure the safety of Employees. Such security measures may include but are not limited to panic buttons, safety training, entry buzzers, etc.

ARTICLE 21 – TECHNOLOGICAL CHANGE

- 21.1 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 22 – WAGES AND ALLOWANCES

- 22.1 Wages are set out in Appendix A attached to this agreement.

22.1.1 Full-time Employees shall be paid at the Constituency Assistant Level 3 pay schedule.

22.1.2 Part-time Employees shall be paid at the Constituency Assistant Level 2 pay schedule.

22.1.3 Casual Employees shall be paid at the Constituency Assistant Level 1 pay schedule.

22.1.4 The Employer may hire up in the pay range or at a higher level on the basis of previous experience or employment with the NDP, or with additional education credentials to be paid at a rate not to exceed the maximum of the current Constituency Assistant. Notice will be sent to the Union.

22.1.5 **Wage increases shall be provided based on the amount approved by the Board of Internal Economy through the directives; or the percentage received by the NDP MLAs as the base pay salary increase, whichever is greater,** and shall be automatically applied to the wages.

22.1.6 Employees shall be entitled to move up in the pay range upon the satisfactory completion of their probationary period in accordance with Article 10.2 and yearly thereafter. **Each annual increment shall be applied and paid on the first day of the pay cycle immediately preceding the anniversary date of the employees probationary period.**

22.1.7 Subject to LAS directives permitting this clause, the employer shall pay an annual year of service bonus based on the following formula:

- a) \$2000 for 2-3 years
 - b) \$3000 for 4-5 years
 - c) \$4000 for 6-8 years
 - d) \$5000 for 8 years +
- To a maximum of \$5000 annually.

22.1.7.1 Part time employees may receive a pro-rated amount based on total hours worked for each employer(s) and calculating total hours towards years of service. Casual hours shall not count towards bonus time. Casual employees are not eligible for the bonus.

22.1.7.2 Bonuses shall be paid annually.

- 22.1.8 Employees with bi-weekly salaries above the range maximum shall be red circled until bi-weekly maximum exceeds their salary.
- 22.1.9 Employees with bi-weekly salaries at range maximum shall be moved to the new range maximum.
- 22.2 Pay Days. The Employer shall pay salaries in accordance with Appendix A – Salary Schedule as administered by the Legislative Assembly. Employees shall be paid by automatic deposit.
- 22.3 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 only be recoverable by the Employer where such recovery would be reasonable or fair.
- 22.4 Higher Paying Position. An Employee assigned, promoted or reclassified in accordance with the Collective Agreement to a higher-paying position 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.
- 22.5 Temporary Performance of Higher Duty
- 22.5.1 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.
- 22.5.2 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.
- 22.5.3 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.
- 22.5.4 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.
- 22.5.5 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 7.9 in which case the temporary appointment may equal the period of the approved leave.

- 22.6 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, their rate shall not be reduced. However, should an Employee request such an assignment, then the lower rate of pay shall apply.
- 22.7 Expenses. In-town expenses including parking and mileage shall be reimbursed at the prevailing government rates if the expenses occurred during the performance of the job.
- 22.8 Car Allowance
- 22.8.1 Will be paid at the prevailing government rate.
- 22.9 Out-of-Town Assignments. For out-of-town assignments, there will be reimbursement for hotel, accommodation, plus meal allowance at prevailing government rates, as outlined in Directive #4.1.
- 22.10 Northern Living Wage. Subject to LAS Directives permitting this clause, Employees living and working in constituencies over 2,000 square kilometers shall receive an additional one (\$1) dollar per hour for all regular hours worked. This premium shall be applied to the employee's regular hourly rate of pay.**

ARTICLE 23 – JOB CLASSIFICATION AND RECLASSIFICATION

- 23.1 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.
- 23.2 New Positions. **Whenever a new class of position is created or a position is reclassified, the Employer and Union agree to discuss its exclusion or inclusion within the bargaining unit. Positions will only be out of scope if:**
- a) **It's primary responsibility is to exercise authority and perform functions that are of a managerial capacity; and/or**
 - b) **It's primary duties include activities that are of a confidential nature in relation to any of the following and that have a direct impact on the bargaining unit the person would be included in as an employee but for this paragraph:**
 - I) labour relations;**
 - II) Business strategic planning;**
 - III) Strategic policy advice; and**
 - IV) budget implementation or planning, excepting MLA office budgets.**

23.3 Reclassification

- 23.3.1 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 Employer, with a copy to the Union Office and to the chair of the bargaining unit. The Employer 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 ongoing basis are of a higher level than those of the existing classification.
- 23.3.2 If a reclassification is not granted by the Employer, the matter may be resolved by using the grievance procedure.
- 23.3.3 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 11 of the Collective Agreement within ten (10) days from date of posting, selection to be made in accordance with Article 11.
 - b) If the present incumbent does not have the minimum qualifications for the position, then posting shall be in accordance with Article 11.

ARTICLE 24 – BENEFITS

- 24.1 Health and Wellness Benefits. The Employer shall provide an Employer-paid Health and Wellness Benefits package which will provide coverage for the broadest range of care with a minimum coverage equal to or better than that provided to the Employees of the Public Service Commission.
- 24.2 All Employees covered by this Collective Agreement shall receive a list of benefits that are covered by the provisions of this Collective Agreement. This shall be part of the hire on package given to all Employees.

ARTICLE 25 – GENERAL CONDITIONS

- 25.1 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 shall not be required to do personal services.

25.2 Adverse Report

- 25.2.1 The Employer shall notify an Employee in writing of any expression of dissatisfaction concerning their 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 their record for use against them 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 their work. The Employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of their record.
- 25.2.2 The record of an Employee shall not be used against them at any time after twelve (12) months following a disciplinary action, including letters of reprimand or any adverse reports.
- 25.2.3 In cases involving gross misconduct justifying suspension or discharge, the provisions of Article 25.2.2 of this Article, shall not apply.
- 25.2.4 Failure to grieve previous discipline, or to pursue such a grievance to arbitration, shall not be considered an admission that such discipline was justified.

25.3 Personnel Records

- 25.3.1 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.
 - 25.3.2 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.
 - 25.3.3 An Employee shall have the right to make copies of any material contained in their personnel record.
 - 25.3.4 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.
- 25.4 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 MLA and a summary of overall performance.
- 25.5 Access to Information. The Employer shall provide open access to all information provided by the Union to its members.
- 25.6 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.
- 25.7 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.

- 25.8 Outside Employment. The Employer shall be notified of any outside employment by the Employee, verbally or in writing, prior to the start of such employment or as soon as reasonably possible.
- 25.9 Office Closure. When an MLA resigns, passes away or is defeated in an election or by-election the Constituency Assistant shall be allowed up to seven (7) working days with pay in order to close the office.
- 25.10 Orientation. All new full-time Constituency Assistants shall receive orientation provided by the Caucus Office and Legislative Assembly on issues related to the performance of their work. Orientation will include, but is not limited to, budgeting including directives, scheduling correspondence, etc.
- 25.11 Constituency Assistant Ongoing Training. The Employer shall provide joint training to the Constituency Assistants on issues related to the performance of their work. The training shall be a minimum of one (1) day to at least one (1) Employee per office per year. All Constituency Assistants will receive the training on the same day at the same location.
- 25.12 Professional/Personal Development
- 25.12.1 The Employer shall provide one (1) day per year to full-time Constituency Assistants for the purpose of professional or personal development.
- 25.12.2 The Employer shall provide professional or personal development to part-time Employees at the following rate:
- a) Where the part-time Employee works fifty percent (50%) or more of full-time hours they shall be provided one (1) day per year.
 - b) Where the part-time Employee works less than fifty percent (50%) of full-time hours they shall be provided one half (1/2) day per year.
- 25.12.3 This time shall be taken at mutual agreement of the MLA and Constituency Assistant.

ARTICLE 26 – HARASSMENT

- 26.1 The Union and the Employer recognize the importance of maintaining a work environment that is free of harassment and will work jointly to achieve that goal.
- 26.2 Harassment is defined as any unwelcome or unwanted action by any person against another. “Unwelcome” or “unwanted” in this context means any actions which the harasser knows, or reasonably should know, are not desired by the victim of the harassment.
- 26.3 The Union and the Employer are committed to a work environment free from harassment based on age, race, colour, creed, national or ethnic origin, political or religious affiliation, sex, gender identity, gender expression, sexual orientation, marital status, physical disability, mental disability, conviction for which a pardon has been granted, union membership or participation in the lawful activities of the Union. Harassment may take various forms. Sexual harassment, racial harassment and personal harassment are the most common. Harassment can be perpetrated by the display of material of any offensive nature on a single or repeated basis which humiliates, degrades, insults, threatens or intimidates. Harassment may involve a series of incidents over a period of time. Harassment is not:

- 26.3.1 bona fide work-related interaction such as work assignment, performance feedback, counselling or disciplinary action, or
- 26.3.2 normal social contact between people based upon a position of equality or mutual consent.
- 26.4 Harassment is grounds for discipline. The nature of the disciplinary action will depend on the gravity of the misconduct and any mitigating circumstances.
- 26.5 In the case of an alleged harassment, the individual being harassed has the right to:
 - 26.5.1 a joint investigation involving the Employer and the Union upon request.
 - 26.5.2 discontinued contact with the alleged harasser during the investigation.
- 26.6 An Employee who believes they have been the subject of harassment has a responsibility to make an objection clearly known to the alleged offender. Complaints of harassment that cannot be resolved by the parties directly involved, can be dealt with in the following manner:
 - 26.6.1 The Employee(s) can refer the complaint directly to the Employer and/or the Union Representative.
 - 26.6.2 All complaints shall be supplied concurrently to the Employer and the Union and will be handled as quickly as possible.
 - 26.6.3 The Employee may take such steps as are necessary to immediately resolve outside harassment without disciplinary action.
- 26.7 Complaints will be handled in accordance with a mutually-agreed upon complaint mechanism.
- 26.8 Nothing in this Article shall limit the Employee's right to access the grievance procedure.

ARTICLE 27 – PENSION

- 27.1 All Employees shall contribute to the Public Employees Pension Plan (Defined Contribution.)
- 27.2 It is agreed that the Employer shall contribute at a rate as directed by the Board of Internal Economy.
- 27.3 It is agreed that the Employee shall contribute at the rate of five (5) percent of the Employee's monthly salary.

ARTICLE 28 – WORKERS' COMPENSATION

- 28.1 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 accident.
- 28.2 When an Employee is injured in the performance of their duties during working hours, they must report such injury to the Employer immediately or as soon as it is possible to do so.

ARTICLE 29 – EMPLOYEE AND FAMILY ASSISTANCE PLAN

- 29.1 Employee and Family Assistance Plan (EFAP). All Employees shall be covered by 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 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 elder care
 - Legal and financial concerns
- 29.2 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.

ARTICLE 30 – PRACTICES, PROTOCOLS AND STRUCTURES

- 30.1 It is recognized that the Constituency Assistants are an integral component of the team that provides services to the people of Saskatchewan under the direction of and on behalf of the elected members of the New Democratic Party Caucus. As such, it is important for the Constituency Assistants, the Caucus Staff and the elected Members of the Legislative Assembly (MLAs) to function as a team at a high level and in a seamless manner, with the goal of providing exceptional service. This may require adapting to changing needs, changing technologies and changing numbers of MLAs and the role of the Caucus (i.e., Government Caucus or Opposition Caucus).

To assist in adapting to ongoing changes, it is agreed that a committee be established to examine, discuss and make recommendations in regard to such areas as shared practices and protocols, as well as structures.

- 30.2 The Committee would consist of:
- Up to two (2) representatives chosen by the Constituency Assistants
 - Up to two (2) representatives chosen by the Employer (SK NDP Caucus)
 - Up to one (1) representative from the Union (COPE Local 397)
 - Up to one (1) representative from the Caucus Office
- 30.3 Any recommendations of the Committee would be implemented after mutual agreement by the two parties.

- 30.4 Annually, the committee shall be responsible to organize annual training of shared practices, protocols and structures.
- 30.5 The employer shall pay all reasonable costs related to the Committee's activities, including facilitation costs for annual training will be covered by the Employer.

ARTICLE 31 – CONSTITUENCY OFFICE TRAINING

- 31.1 Every Full time Employee shall be afforded 21.6 hours with pay per year for training on Constituency Office duties. Part time employees shall be afforded hours on a pro-rated basis
- 31.2 The purpose of the training includes, but is not limited to, outreach, casework, team building, data management, cultural sensitivity, administrative training, research practices and an exchange of best practices.
- 31.3 The training will occur during normal working hours. Each Employer agrees to cost of the Constituency Office training shall be shared equally amongst the Employers.

It is recognized by the Employers that ongoing training for Constituency Assistants is important for the success of Constituency Assistants and the Constituency Offices. Therefore, the Labour-Management Committee will design and implement a Pilot Project for regional and individual training for Constituency Assistants for the duration of this contract.

The purpose of training includes, but not limited to, outreach, casework, team building, data management, cultural sensitivity, administrative training, research practices, and an exchange of best practices.

The training will occur during normal working hours. Each Employer agrees the cost of the Constituency Assistant Training Pilot shall be shared equally amongst the Employers. **The Employer agrees to pay all reasonable costs.**

The Pilot will be evaluated in its last year jointly with any recommendations made approved by the Employers and the Union Members.

ARTICLE 32 – DIVERSITY, EQUITY AND INCLUSION EDUCATION COMMITTEE

- 32.1 The employer will establish an employee diversity, equity and inclusion committee for the purposes of providing training and education for colleagues on diversity, equity and inclusion issues.
- 32.2 The committee will be comprised of two (2) caucus staff representative, two (2) constituency assistant representatives, and two (2) management representatives. Time spent in committee meetings, up to 28 hours per committee member per year, shall be considered regular hours worked. Overtime shall not be paid for time spent in committee meetings.

ARTICLE 33 – TERM OF CONTRACT

- 33.1 Duration. This Agreement shall be effective from **date of ratification to March 31st 2029**
- 33.2 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.
- 33.3 Notice. Either party may, not less than thirty (30) days nor more than sixty (60) days prior to the termination date, give notice in writing to the other party that they wish to terminate this Agreement or to negotiate a revision.
- 33.4 Commencement. Such notice having been given, negotiations shall commence as soon as possible, but in any event not later than two (2) weeks prior to the expiry date of the Agreement.
- 33.5 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.
- 33.6 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



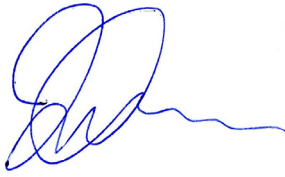
Jared Clarke
Member of the Legislative Assembly



Jeremy Nollais
Chief of Staff

Date: February 6, 2026

For: THE CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION (COPE), LOCAL 397, FOR THE
NEW DEMOCRATIC PARTY CONSTITUENCY ASSISTANTS



Jason Hicks
President



Ann Gold
Treasurer



Trevor Morin
Union Representative



Twyla Harris
Negotiating Committee



Bre Litzenberger
Negotiating Committee

Date: February 6, 2026

APPENDIX A – SALARY SCHEDULE

EFFECTIVE – APRIL 1, 2025

CONSTITUENCY ASSISTANT LEVEL 1 – CASUAL

	<u>Bi-weekly *</u>	<u>Hourly</u>
Step 1	\$ 1,584.72	\$ 22.010
Step 2	\$ 1,795.90	\$ 24.943

* Bi-weekly rates presume a full work period.

CONSTITUENCY ASSISTANT LEVEL 2 – PART-TIME

	<u>Bi-weekly *</u>	<u>Hourly</u>
Step 1	\$ 1,584.72	\$ 22.010
Step 2	\$ 1,795.90	\$ 24.943
Step 3	\$ 2,007.22	\$ 27.878

* Bi-weekly rates presume a full work period.

CONSTITUENCY ASSISTANT LEVEL 3 – FULL-TIME

	<u>Bi-weekly *</u>	<u>Hourly</u>
Step 1	\$ 2,218.54	\$ 30.813
Step 2	\$ 2,429.86	\$ 33.748
Step 3	\$ 2,648.66	\$ 36.787

* Bi-weekly rates reflect a full work period.

Salary Schedules to be amended in accordance with the Board of Internal Economy (BOIE) Directives regarding Constituency Assistant's Expenses as and when provided by the Legislative Assembly.

LETTER OF UNDERSTANDING NO. 1

RE: JOB DUTIES REVIEW

It is understood and agreed that pending further review by the Board of Internal Economy, the Employer and the Union agree to review changes to the job duties and improvements to wages for Constituency Assistants covered by this Collective Bargaining Agreement.

This Job Duties Review will be completed during the term of this agreement.

Cheryl Stecyk
On Behalf of the SK NDP Caucus



Date

October 22, 2022

Stacey Landin
On Behalf of the COPE Local 397



Date

October 22, 2022

Original: October 28, 2013

LETTER OF UNDERSTANDING NO.2

RE: HARASSMENT POLICY

It is agreed that the language in Article 26-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, two (2) members of the Caucus Office 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.

Cheryl Stecyk
On Behalf of the SK NDP Caucus



Date

October 22, 2022

Stacey Landin
On Behalf of COPE Local 397



Date

October 22, 2022

INDEX

A

Access to Information	32
Accumulation of Sick Leave	8
Adoption Leave.....	9
Adverse Report.....	32
Appendix A – Salary Schedule – Effective April 1, 2025	39
Arbitration – Article 18.....	25
Arbitrations – Access	26
Arbitrations – Amending of Time Limits	26
Arbitrations – Composition of Board of Arbitration.....	26
Arbitrations – Decision of the Arbitrator	26
Arbitrations – Disagreement on Decision	26
Arbitrations – Expenses of the Arbitrator.....	26
Arbitrations – Failure to Appoint.....	26
Arbitrations – Procedure.....	26
Arbitrations – Single Arbitrator	25

B

Bargaining Unit Defined.....	2
Bargaining Unit Recognition	2
Benefits – Article 24.....	31
Benefits – Health and Wellness.....	31
Benefits While on Leave of Absence Without Pay	16
Bereavement Leave.....	12
Burden of Proof	23

C

Canadian Armed Forces Leave	13
Car Allowance.....	30
Changes in Agreement.....	37
Citizenship Ceremony Leave	13
Commencement	37
Compassionate Care Leave	11
Compassionate Leave.....	10
Compensation for Holidays Falling Within Vacation Schedule	6
Competition	20
Competition – Open	20
Compliance with Health and Safety Legislation	27
Composition of Board of Arbitration.....	26
Constituency Assistant Ongoing Training.....	33
Constituency Office Training – Article 31.....	36
Continuation of Acquired Rights.....	32
Contracting Out	22
Cooperation on Safety	27
Correspondence	3
Crime-Related Child Death or Disappearance Leave.....	13
Cross of Picket Lines During Strike.....	23

D

Deduction from Sick Leave	7
Deductions	29
Designation of Supervisor.....	4
Discharge, Suspension and Discipline – Article 16.....	23
Discipline Procedure	23
Diversity, Equity and Inclusion – Article 32.....	36
Drawing on Future Sick Leave Credits.....	8
Dues.....	3
Duration.....	37

E

Earned Sick Leave on Termination.....	11
Earned Vacation and Sick Leave on Death.....	11
Earning Sick Leave.....	7
Education Leave and Examinations – Article 8.....	16
Education Reimbursement.....	17
Employee and Family Assistance Plan – Article 29.....	35
Employers Bargaining Agent.....	2
Examinations.....	17
Exceeding the Sick Leave Benefits.....	8
Exceptional Leave of Absence during Vacation.....	7
Expenses.....	30

F

Failure to Appoint.....	26
Fair Employment and Equal Pay for Equal Work – Article 14.....	22
Family Caregiver Benefit for Adults Leave.....	14
Family Caregiver for Children Leave.....	13
Family Leave.....	14

G

General Conditions – Article 25.....	31
General Leave.....	11
Grievance – Extensions.....	25
Grievance – Notice of Intent.....	24
Grievance – Procedure.....	24
Grievance – Step One.....	24
Grievance – Step Three.....	25
Grievance – Step Two.....	24
Grievance Defined.....	24
Grievance on Layoffs and Recalls.....	21
Grievance Procedure – Article 17.....	24
Grievances – Documentation.....	24
Grievances – Employer May Institute.....	24
Grievances – Union May Institute.....	24

H

Harassment – Article 26.....	33
Harassment is grounds for discipline.....	34
Health and Safety – Article 20.....	27
Health and Wellness Benefits.....	31
Higher Paying Position.....	29
Hiring Practice.....	22
Hours of Work – Article 3.....	4

I

Illness During Vacation Leave.....	8
Index.....	42
Information – Layoff.....	21
Interpersonal Violence Provisions.....	15

J

Job Classification and Reclassification – Article 23.....	30
Job Description.....	30
Job Security – Article 13.....	22
Jury or Court Witness Duty Leave.....	12

L

Labour-Management Committee/Health and Safety.....	27
Labour-Management Relations – Article 19.....	27

Labour-Management Relations – Representatives	27
Labour-Management Relations - Union Accommodations	27
Layoff – Definition.....	20
Layoff – Information	21
Layoff – Notice	20
Layoff – Notification.....	21
Layoff – Positions Available	21
Layoff and Recall – Article 12.....	20
Layoffs – Permanent Employees	21
Layoffs – Role of Seniority in Layoffs.....	20
Layoffs – Temporary Employees	21
Leave – Employee Requested.....	17
Leave – Employer Sponsored	17
Leave of Absence – Article 7.....	8
Leave of Absence - Long Term Care.....	12
Leave of Absence – Union Functions	8
Leave of Absence for Full-Time Union or Public Office.....	8
Length of Vacation.....	5
Letter of Reference.....	32
Letter of Understanding No. 1 – Re Job Duties Review	40
Letter of Understanding No. 2 – Re Harassment Policy	41

M

Maternity Leave.....	9
Maternity, Adoption and Parental Leave Pay.....	10
Membership	3
Minimum Vacation.....	6

N

New Employees	3
New Employers.....	3
New Positions.....	30
Notice	22
Notice - Term of Contract.....	37
Notice of Layoff.....	20
Notice of Layoff – Non-Writ.....	20
Notice of Layoff – Writ.....	20
Notification	21

O

Office Closure	33
Office Security	28
Open Competition.....	20
Organ Donation Leave.....	14
Orientation	33
Out-of-Town Assignments	30
Outside Employment.....	33

P

Paid Holidays	5
Paid Holidays – Article 4.....	5
Paid Holidays – Saturday or Sunday	5
Paid Religious or Cultural Holidays.....	5
Parental Leave.....	9
Pay Days	29
Pay during Leave of Absence for Union Work	9
Pension – Article 27	34
Performance of Lower Duties.....	30
Personal Rights	31
Personnel Records	32
Picket Lines	23
Picketing of a Constituency Office.....	23

Political Action	23
Positions Available.....	21
Practices, Protocols and Structures – Article 30.....	35
Preference in Vacations	6
Present Conditions and Privileges	32
Pressing Necessity	7
Principle of Innocence.....	23
Probation – Article 10.....	19
Procedure Upon Return from Maternity, Adoption and Parental Leave	10
Professional/Personal Development.....	33
Progressive Discipline	24
Proof of Illness	8
Protection during Maternity, Adoption and Parental Benefit Leave	9
Provisions to Apply	37
Purpose of Agreement.....	2

R

Recall Procedures – Non-Writ Layoff	21
Recall Procedures – Writ Layoff.....	21
Reclassification	31
Recognition. Rights of the Employer	3
Reporting Sickness.....	7
Representation	2
Resignations – Article 15.....	22
Resignations – Notice	22
Right to Have Union Representative Present	24
Role of Seniority in Layoffs	20

S

Sabbatical	16
Salary Schedule – Appendix A – Effective April 1, 2025	39
Scope – Article 1	2
Seniority – Article 9	17
Seniority Accumulation.....	18
Seniority Defined	17
Seniority Lists.....	18
Seniority Maintained.....	18
Seniority Terminated.....	18
Sick Leave Defined.....	7
Sick Leave Provisions – Article 6	7
Sick Leave Records.....	8
Single Arbitrator.....	25
Staff Changes and Vacancies – Article 11	19
Supplemental Unemployment Insurance (SUB) Plan	10

T

Technological Change – Article 21	28
Temporary Performance of Higher Duty	29
Term of Contract – Article 33.....	37

U

Unbroken Vacation Period	7
Union Security – Article 2.....	3
Union Shop	3

V

Vacation Carry-over	7
Vacation Pay on Termination.....	6
Vacation Pay-out.....	7
Vacations – Article 5.....	5
Volunteer Assistance	22

W

Wages	28
Wages and Allowances – Article 22	28
Warning.....	23
Witnesses	26
Workers' Compensation – Article 28.....	34
Workforce.....	28