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# COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SASKATCHEWAN INSURANCE, OFFICE AND PROFESSIONAL EMPLOYEES' UNION,  
LOCAL 397, OF THE OFFICE AND PROFESSIONAL EMPLOYEES' INTERNATIONAL  
UNION, HEREINAFTER REFERRED TO AS THE "UNION"

~ AND ~

THE NEW DEMOCRATIC PARTY (SASKATCHEWAN SECTION)  
HEREINAFTER REFERRED TO AS THE "EMPLOYER"

## ARTICLE 1 - PURPOSE

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

## ARTICLE 2 - RIGHTS OF THE EMPLOYER

The Union recognizes the right of the Employer to hire, promote, demote, transfer, alter the work and duties of, suspend or otherwise discipline or discharge any employee for just cause, subject to the right of the employee concerned to lodge a grievance in the manner and to the extent provided in Article 20.

## ARTICLE 3 - BARGAINING AGENCY

- 3.1 Recognition. The Employer recognizes the Union as the sole collective bargaining agency for the full-time, permanent part-time, part-time and temporary employees whose duties fall within the classifications listed in Appendix "A". Such employees are hereinafter referred to as "eligible employees".
- 3.2 Scope
- 3.2.1 Excepted from this Agreement shall be: the Chief Executive Officer (Provincial Secretary); **the Assistant Provincial Secretary/Administration; the Assistant Provincial Secretary/Outreach; the Director of Accounting; the Director of Communication; the Coordinator of Election Planning support; the Production and Online Manager; the Senior Administrative Assistant.**
- 3.2.2 In addition, employees hired on a casual basis for periods of two weeks or less shall also be considered outside the scope clause of this Agreement.
- 3.2.3 New positions will become the subject of negotiations between the Employer and Union(s) representing employees of the Employer.

- 3.3 Agree to Negotiate. The Employer agrees to negotiate with the Union, representatives of the Union, or any of its authorized committees concerning any and all matters affecting the relationship between the parties, aiming toward a peaceful and amicable settlement of any differences that may arise between them.
- 3.4 Work of the Bargaining Unit. Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not displace any jobs which are included in the bargaining unit, except in cases mutually agreed upon in writing by the parties.
- 3.5 Union Officers and Committee Members. Union Officers and Committee Members shall be entitled to leave their work during working hours in order to carry out their functions under this Agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations and arbitration. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld. All time spent in performing such Union duties, including work performed on various committees, as referred to in this Agreement, shall be considered as time worked.
- 3.6 No Other Agreements. No employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her representative which may conflict with the terms of this Collective Agreement.

#### **ARTICLE 4 - UNION SECURITY**

- 4.1 Membership. The Employer agrees that every employee who is now or hereafter becomes a member of the Union shall maintain his/her membership in the Union as a condition of his/her employment, and every new employee whose employment commences hereafter shall, within thirty (30) days after the commencement of his/her employment, apply for and maintain membership in the Union as a condition of his/her employment.
- 4.2 Dues. The Employer agrees to deduct the amount authorized as Union fees, dues and assessments, once each month and transmit the monies monthly as collected to the Financial Secretary of the Union, together with a list of the employees for whom deductions were made.
- 4.3 Union Shop. The Employer agrees to acquaint potential employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-off.
- 4.4 New Employees. On commencing employment, the employee's immediate supervisor shall introduce the new employee to his/her Union Steward or Representative. An Officer of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and his/her responsibilities and obligations to the Employer and the Union.
- 4.5 Dues Deductions. At the time that Income Tax (T-4) slips are made available, the Employer shall include the amount of Union dues paid by each Union member in the previous year.
- 4.6 Correspondence. A copy of any correspondence between the Employer, or his/her designate and any employee in the bargaining unit, pertaining to the interpretation, administration, or application of any part of this Agreement shall be forwarded to the Union office.
- 4.7 The Employer agrees that the premises shall be identified as an OPEIU Local 397 workplace.

## **ARTICLE 5 - HOURS OF WORK - CLERICAL AND OFFICE EMPLOYEES**

- 5.1 Work Period. A basic work period will consist of nine (9) seven (7) hour days over a two (2) week period, Monday to Friday, inclusive.
- 5.2 Hours of Work. The regular workday shall be from **8:15 AM** to **4:30 PM** with one and one-quarter (1-1/4) hours for lunch.
- 5.3 **Clerical and office Employees shall complete their seven (7) hours per day on an individual flexible schedule to provide coverage for the one and one-quarter (1-1/4) hours for lunch.**
- 5.4 Rest Periods. Employees shall be entitled to two (2) rest periods: one fifteen (15) minute period in the morning and one (1) fifteen (15) minute period in the afternoon.

## **ARTICLE 6 - OVERTIME - CLERICAL AND OFFICE EMPLOYEES**

- 6.1 Regular. All time worked, at the authorization of the Employer, in excess of the regular workday shall be paid at the rate of double time after the first two (2) hours of any regular workday.
- 6.2 Time-in-lieu.
  - 6.2.1 In accordance with the conditions in part 6.2.2, an employee who works overtime may defer receiving payment pending determination of whether operational requirements permit granting of time off in lieu of payment.
  - 6.2.2 Such time-in-lieu shall be subject to the following terms:
    - 6.2.2.1 the minimum amount taken off shall be one-half (1/2) day at a time;
    - 6.2.2.2 not more than five (5) days shall be accumulated by an employee at one time;
    - 6.2.2.3 time that has not been taken by August 31st shall be paid out; and
    - 6.2.2.4 there must be mutual agreement between the Employer and the employee regarding when time off may be taken.
- 6.3 Weekends, Statutory Holidays **and Days of Rest**
  - 6.3.1 All work done on Saturdays and Sundays shall be paid at the rate of double time.
  - 6.3.2 All work done on statutory holidays **and days of rest** shall be paid at the rate of double time. Such payments are in addition to regular salary.
- 6.4 Call-Back
  - 6.4.1 An employee who has completed his/her regular day's work and has left the office and is then required to come back to work shall be credited with a minimum of two (2) hours of work for which he/she shall be paid at the appropriate rate.
  - 6.4.2 An employee who is required to work on a Saturday, a Sunday, or on a statutory holiday, shall be credited with a minimum of two (2) hours of work for which he/she shall be paid at the appropriate overtime rate.

## **ARTICLE 7 - SERVICE REQUIREMENTS, ORGANIZERS & COMMUNICATION STAFF**

- 7.1 Norm. The basis for determining the time organizing staff are to be at the disposal of the Party is:
  - 7.1.1 Organizing staff shall work the number of hours required to do their job;

- 7.1.2 Where "do their job" has its common labour relations meaning: duties are performed and the standard of work is satisfactory.
- 7.2 This norm regulates both what the Party requires of staff and what employees are obligated to provide.
- 7.3 There is no standard number of hours in any of a day, week, multi-week period, month or year that organizing staff shall work. However, excessive hours of work and/or conditions of work will be brought to the Employer's attention by the employee.
- 7.4 The time spent by an employee in doing his/her job:
- 7.4.1 Varies from day to day, week to week, month to month, and year to year;
- 7.4.2 Varies from employee to employee;
- 7.4.3 Requires working at times when volunteers are available (i.e., weekends, early mornings, noon hours, etc.);
- 7.4.4 Includes extensive travel;
- 7.4.5 Involves "grey" areas regarding distinctions between being at work and not at work;
- 7.4.6 Involves being not at work at times during the day or on days during the week when office staff are required to work;
- 7.4.7 Can present a continuous workload over lengthy periods of time;
- 7.4.8 Amounts to a heavy workload in total.
- 7.5 Time Off
- 7.5.1 In recognition of the heavy workload and to insure employees receive time away from work, organizing staff shall be provided with extra leave with pay as follows:
- 7.5.1.1 Casual Days. **Thirteen (13)** days to be taken at the employee's discretion or when suggested by the Employer. Any unused casual days will be carried forward to a maximum of **twelve (12) months** from the start of the New Year.
- 7.5.1.2 Election Campaigns and Conventions:
- Provincial - Ten (10) days for each provincial election campaign on which an organizer works, to be taken on a schedule to be worked out with the Employer.
- Federal - Ten (10) days for each federal campaign worked to be taken on a schedule worked out with the Employer.
- 7.5.1.3 Conventions. Two (2) days for each provincial, federal or youth convention (annual or special) for organizers required to work at such convention.
- 7.5.2 The calendar year shall be used as the period for administering this leave. Leave will be taken during the year in which it is earned and shall not be accumulated from year to year.
- 7.6 This entire Article also shall apply to the Editorial and Advertising Assistant and for this purpose any references in it to "Organizers" shall be interpreted as referring to the Editorial and Advertising Assistant as well.
- 7.7 Out-of-Province. Employees working in out-of-province assignments shall maintain all rights, benefits and privileges of this Agreement, unless the employee chooses otherwise.
- 7.8 Cell Phones. The Employer agrees to provide each Organizer with a cell phone for a trial period of three months. These phones will only be used for security needs and emergencies. The purpose of the trial is to evaluate their use, cost, and necessity. The trial will be with a SaskTel plan which provides each Organizer with two hundred (200) free minutes of air time per month. It should be noted that except in the most extreme and unusual situation Organizers must not use more than the two hundred (200) minutes of free time provided each month.

## ARTICLE 8 - PAID HOLIDAYS

8.1 Paid Holidays. The Employer recognizes the following as paid holidays: New Year's Day, Good Friday, Easter Monday, Queen's Birthday, Canada Day, One Floating Holiday, First Monday in August, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any other day declared or proclaimed as a holiday by the Federal, Provincial or Municipal Government, plus the last four (4) hours on the employee's last regularly scheduled day or shift prior to New Year's Day, and the last four (4) hours on the employee's last regularly scheduled day or shift prior to Christmas Day.

The date of the Floating Holiday shall be by agreement between the Employer and the employee concerned.

8.2 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 day or the next working day shall be considered the holiday.

8.3 Subject to reasonable notice, it is understood and agreed that in the case of recognized religions, wherever possible, Employees shall be allowed to use vacation credits or be granted leave of absence without pay for the observation of their religious holidays.

## ARTICLE 9 - VACATIONS

9.1 Length of Vacation. An employee shall receive an annual vacation with pay in accordance with the employee's years of employment as follows:

less than one (1) year	- 1-1/4 working days for each month
one (1) or more years	- 15 working days
after five (5) years	- 20 working days
after fifteen (15) years	- 25 working days
after twenty-five (25) years	- 30 working days

Annual leave shall be earned at the rate of one and one-quarter (1-1/4) days for each completed month of service for new employees. Leave for all other employees will be calculated as applicable.

9.2 Minimum Vacation. Upon request, an employee with less than three weeks of earned vacation may be granted sufficient leave of absence without pay to allow a minimum of three (3) weeks vacation.

9.3 Banking Vacation Credits. An employee entitled to three (3) weeks vacation or more may be entitled to bank up to a maximum of nine (9) weeks annual vacation. The banked vacation shall be taken within any of the following five vacation years at a mutually-agreed time and at the rate of pay prevailing when the vacation is taken. No employee shall be forced to take banked vacation at a time unacceptable to the employee.

9.4 Compensation for Holidays Falling Within Vacation Schedule. If a paid holiday falls or is observed during an employee's vacation period, he/she shall be allowed an additional vacation day with pay at a time mutually agreed upon by the employee and the Employer.

- 9.5 Vacation Pay on Termination. An employee terminating employment at any time in the vacation year, prior to using his/her vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, prior to termination.
- 9.6 Vacation Pay on Retirement. On retirement, an employee shall be entitled to the same vacation or vacation pay which would have been earned if the employee had continued in employment to the end of the calendar year.
- 9.7 Preference in Vacations. If vacations are requested during the months of July and August, they shall be granted first on the basis of seniority among those employees having children who attended school during the preceding spring; and secondly, on the basis of seniority among those who did not have children attending school in the preceding spring.
- 9.8 Unbroken Vacation Period. An employee shall receive an unbroken period of vacation unless mutually agreed upon between the employee and the Employer.
- 9.9 Approved Leave of Absence During Vacation. Where an employee qualifies for sick leave after producing a medical certificate, bereavement, or any other approved leave during his/her period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, as mutually agreed upon.
- 9.10 Vacation Pay. An employee may, upon giving at least three (3) working days notice, receive, on the last office day preceding commencement of his/her annual vacation, any pay cheques which may fall during the period of vacation.
- 9.11 Previous Service. Employees having previously served with the Employer shall, on re-employment within five (5) years, have all previous service with the Employer credited for purposes of vacation entitlement only.

## **ARTICLE 10 - SICK LEAVE PROVISIONS**

- 10.1 Sick Leave Defined. Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease, or under examination or treatment of a physician, chiropractor or dentist, or because of an accident for which compensation is not payable under the Workers' Compensation Act.
- 10.2 Amount of Paid Sick Leave. Sick leave shall be earned at the rate of one and one-half (1-1/2) days for every month an employee is employed. Further sick leave with pay within any yearly period shall be left to the discretion of the Employer.
- 10.3 Accumulation of Sick Leave. The unused portion of an employee's sick leave shall accrue for his future benefits, to a maximum of two hundred (200) days.
- 10.4 Sick Leave Records. Immediately after the close of each calendar year, the Employer shall advise each employee in writing of the amount of sick leave accrued to his/her credit.
- 10.5 Illness in the Family. Where no one at home other than the employee can provide for the needs during illness of an immediate member of his/her family (as defined in Article 10.10.2) an employee shall be entitled, after notifying his/her supervisor, to use a maximum of five accumulated sick leave days per illness to care for the member of the family who is ill.
- 10.6 Deduction from Sick Leave. A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave. Absence on account of

illness for less than half a day shall not be deducted. Absence for half a day or more, and less than a full day, shall be deducted as one-half (1/2) day.

- 10.7 Proof of Illness. An employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) working days, certifying that he/she was unable to carry out his/her duties due to illness. If requested, the Employer shall pay the cost of the certificate.
- 10.8 Sick Leave During Leave of Absence. When an employee is given leave of absence for any reason, he/she shall receive sick leave credit for the period of such absence on his/her return to work.
- 10.9 Paid Bereavement Leave
- 10.9.1 An employee shall be granted a minimum of five (5) regularly scheduled consecutive work days, without loss of pay or benefits, in the case of death or serious illness of the employee's spouse or common-law spouse.
- 10.9.2 An employee shall be granted a minimum of three (3) regularly scheduled consecutive work days leave, without loss of pay or benefits, in the case of death or serious illness of a parent, brother, sister, child, step-child, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, great grandparent, spouse's grandparent, grandparent, grandchild, aunt, uncle, former guardian, ward, fiancée, or any other relative or 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 travelling time, but in no event shall the total leave exceed five (5) working days.
- 10.9.3 Reasonable leave for attendance at funerals for close friends or relative other than those listed above shall be arranged between the employee and the Employer.
- 10.9.4 In recognition of the fact that circumstances which call for bereavement leave are based on individual circumstances, the Employer, on request, may grant additional bereavement leave.

## **ARTICLE 11 - LEAVE OF ABSENCE**

- 11.1 Negotiation Pay Provisions. Representatives of the Union shall not suffer any loss of pay or benefits for total time involved in negotiations with the Employer.
- 11.2 Grievance and Arbitration Pay Provisions. Representatives of the Union (the number of which is defined in Article 20, Section 1(b)) shall not suffer any loss of pay or benefits for the total time involved in grievance and arbitration procedures.
- 11.3 Leave of Absence for Union Functions. Upon request to the Employer, an employee elected or appointed to represent the Union at conventions shall be allowed leave of absence without pay and without loss of benefits. Leave of absence without pay but without loss of benefits shall be allowed employees to attend meetings of the Union, its affiliated or chartered bodies and any labour organizations with which the Union is affiliated.
- 11.4 Leave of Absence for Full-Time Union or Public Office.
- 11.4.1 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.
- 11.4.2 An employee who is elected to public office shall be allowed leave of absence without loss of seniority during his/her term of office.



- 11.4.3 An employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without loss of seniority for a period of one year. Such leave shall be renewed each year, on request during his/her term of office.
- 11.5 Pay During Leave of Absence for Union Work or Convention. An employee shall receive the pay and benefits provided for in this Agreement when on unpaid leave of absence for Union work or conventions. However, the Union shall reimburse the Employer for all pay during the period of absence.
- 11.6 Protection During Maternity. Maternity leave shall be considered as a right. Accordingly, no employee shall be laid off or otherwise adversely affected in her employment because of pregnancy. The Employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy. Where working conditions may be hazardous to an unborn child or to the pregnant employee, the Employee shall be entitled to transfer to another position, provided she is capable of performing the work and is otherwise entitled thereto by virtue of seniority.
- 11.7 An employee may access her sick leave credits for the health-related portion of maternity leave. The length of such leave is to be determined by the woman's physician who will in turn provide the Employer with the necessary documentation. During the time the woman is on sick leave, the Employer will pay its usual share of benefit premiums.
- 11.8 Length of Maternity Leave. Maternity leave shall cover a period of up to twelve (12) months and shall begin no more than six (6) months prior to the birth or adoption of a child. Where a doctor's certificate is provided, stating that a longer period of maternity leave is required for health reasons, an extension up to a maximum of eighteen (18) months shall be allowed. During this period, full seniority shall accumulate and all insured benefits shall be paid by the Employer.
- 11.9 Seniority Status During Maternity Leave. While on maternity leave an Employee shall retain her full employment status and rights and shall accumulate all insured benefits under this Collective Agreement.
- 11.10 Employer Payment of Employee Benefits During Maternity Leave. During the period of maternity leave, the Employer shall continue to pay their share of the hospital, medical, dental, disability, group life and pension benefits of this Agreement.
- 11.11 Procedure Upon Return From Maternity Leave. When an employee decides to return to work after maternity leave, she shall provide the Employer with at least two weeks' written notice. On return from maternity leave, an employee with one year or more continuous service with the Employer shall be placed at minimum in her former position. If the former position no longer exists, she shall be placed in a position of similar rank and value at the same rate of pay.
- 11.12 Paternity Leave
- 11.12.1 Whenever possible, the employee will inform the Employer at least a month before the desired leave of absence. Such leave may commence within the time frame of one (1) month before and/or one (1) month after the birth date. On request, the employee will supply a medical report confirming that his spouse is pregnant and indicating the anticipated date of delivery.
- 11.12.2 Leave of absence with full pay and benefits shall be granted for a period not to exceed two (2) weeks at time of birth or adoption of a child.

- 11.13 Paid Jury or Court Witness Duty Leave. The Employer shall grant leave of absence without loss of seniority and benefits under the terms of this Agreement to an employee who serves as juror or witness in any court or who is required by subpoena to attend a court of law or coroner's inquest. The employee shall turn over, to the Employer, any witness and jury fees or other indemnities paid to them by the courts. Such monies turned over shall not include monies paid for expenses. The employee will present proof of service and the amount received. Time spent by an employee required to appear before any government body, or who is subpoenaed to attend a coroner's inquest or is required to serve as a court witness in any matter arising out of his/her employment shall be considered as time worked at the appropriate rate of pay.
- 11.14 General Leave. An employee shall be entitled to leave of absence without pay and without loss of seniority when he/she requests in writing such leave for good and sufficient cause. Such request must be approved by the Employer and shall not exceed one year and permission shall not be withheld without just cause.
- 11.15 Earned Vacation and Sick Leave on Death. If an employee who has been granted more vacation or sick leave with pay than he/she has earned dies, the employee is considered to have earned the amount of leave with pay granted.
- 11.16 Earned Sick Leave on Termination. When the employment of an employee who has been granted more sick leave with pay than he/she has earned is terminated or laid off by the Employer, he/she is considered to have earned the amount of leave with pay granted to him/her.
- 11.17 Leave of absence without pay may be granted to permanent full-time employees within the terms of the Deferred Salary Leave Plan. Upon return, the employee will be reinstated in their former classification. Eligible employees considering such a leave can contact the Assistant Provincial Secretary for a copy of the Policy.

## **ARTICLE 12 - EDUCATION LEAVE AND EXAMINATIONS**

- 12.1 The Employer agrees that it is to the mutual benefit of the Employer and the employee to improve the educational standards of the workforce.
- 12.1.1 Accordingly, the Employer agrees that employees with five (5) years employment who wish to further their education, may be permitted up to one (1) year of education leave. A request for education leave shall not be unreasonably denied. Any benefits based on service and seniority shall be retained but not accumulated. The Employee shall be placed in a position equivalent to that which he/she held prior to the education leave.
- 12.1.2 When the Employer requests an employee to attend a course the Employer will pay one hundred percent (100%) of the cost of registration.
- 12.1.3 When the Employer requests an employee to attend a course related to political education or job skills, the Employer will pay one hundred percent (100%) of the cost upon registration.
- 12.1.4 When an employee requests the approval of the Employer to attend a course (such course shall be related to work) and the Employer agrees, the Employer will pay one hundred percent (100%) of the cost of registration. The reimbursement will be made as follows: fifty percent (50%) upon registration, and fifty percent (50%) upon successful completion of the course. The appropriateness of the course shall be determined by the Employer. Once determined, approval will not be unreasonably withheld.
- 12.1.5 In the event an employee attends an educational course as specified above, and that day is other than Monday to Friday, 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.

- 12.2 An employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to up-grade his/her employment qualifications.

### **ARTICLE 13 - SENIORITY**

- 13.1 Seniority Defined. Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall be used in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the workforce, and recall, as set out in other provisions of this Agreement. Seniority shall operate on a bargaining-unit-wide basis.
- 13.2 Seniority List. The Employer shall maintain a seniority list showing the current classifications and the date upon which each employee's service commenced. Where two or more employees commence work on the same day, preference shall be in accordance with the date of application. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.
- 13.3 Probation for Newly-Hired Employees.
- 13.3.1 A new employee who has completed, under competent supervision, a probationary period of sixty (60) calendar days, ninety (90) days for Organizers and Editorial and Advertising Assistant, shall have his/her name placed on the seniority list effective from the date of employment. Such employee shall be notified in writing that he/she has satisfactorily completed his/her probationary period.
- 13.3.2 If an employee's suitability is questionable at the end of the two (2) month or three (3) month service, the probation period may be extended by mutual agreement, for an additional period of two (2) months or three (3) months, as applicable. All rights and benefits will, however, commence after the first applicable two (2) or three (3) months of service.
- 13.4 Loss of Seniority. An employee shall not lose seniority if he/she is absent from work because of sickness, disability, accident, layoff or leave approved by the Employer. Seniority service records shall be considered broken when an employee voluntarily leaves the service of the employer, or is discharged for cause.
- 13.5 Increments. A permanent employee will be entitled to an increment upon completion of twelve (12) months service and this date shall establish the annual increment unless changed by promotion.

### **ARTICLE 14 - VACANCIES AND PROMOTIONS**

- 14.1 Job Postings. When a new position is created, or when a vacancy of a temporary or permanent nature occurs, which shall include the resignation of an incumbent, the Employer shall immediately notify the Union in writing and post notice of the position on the bulletin board for a minimum of one (1) week, so that all members will know about the vacancy or new position. Positions shall be posted within one (1) week of vacancy. However, vacancies arising from normal retirement shall be posted sixty (60) days prior to the employee's normal retirement date, with notification to the Union.
- 14.2 Information in Postings. Such notice shall contain the following information: nature of position; qualifications; required knowledge and education; skills; hours of work; wage or salary rate or range. Such qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner.

- 14.3 Organizing Vacancies. If an organizing position becomes vacant, any other organizer has the right to apply and the position shall be filled on the basis of seniority.
- 14.4 No Outside Advertising. No outside advertisement for any vacancy shall be placed until the applications of present Union members have been fully processed.
- 14.5 Role of Seniority in Promotions, Transfers, and Staff Changes. Both parties recognize:
- 14.5.1 The principle of promotion within the service of the Employer.
- 14.5.2 That job opportunity should increase in proportion to length of service. Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications. Appointments from within the bargaining unit shall be made within three (3) weeks of posting. The job shall be filled within one (1) week of appointment.
- 14.5.3 The Union recognizes the right of the Employer to determine what other classifications need staffing based on the personnel needs and financial capabilities of the Employer.
- 14.6 Trial Period. The successful applicant shall be notified within one (1) week following the end of the posting period. Organization positions will have a trial period of three (3) months and a two (2) month trial period will apply to every other position during which time the successful applicant will receive the necessary training for the position. The Employer shall not curtail the trial period without just cause before it has run its full course. Conditional on satisfactory service, the employee shall be declared permanent after the period of two (2) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority.
- 14.7 Notification to Employee and Union. Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant and a copy posted on all bulletin boards. The Employer, upon request of the employee shall provide a full written explanation and notification of any shortcoming in their qualifications to all senior applicants who have been denied promotion, or transfer. The Union shall be notified of all promotions, demotions, hirings, layoffs, transfers, recalls, resignations, retirements, deaths or other termination of employment.
- 14.8 Withdrawal. Postings cannot be withdrawn without mutual consent of the Employer and Union.
- 14.9 Hiring Up-Range. New hires who have had previous experience may receive credit by placement at one step higher in the range but only if such experience warrants it and when agreed to by the Union.
- 14.10 Training Course
- 14.10.1 The Employer shall post any training courses and experimental programs for which employees may be selected. The bulletin shall contain the following information: type of course (subject and material covered); time, duration, and location of course; and minimum qualifications required from applicant.
- 14.10.2 This bulletin shall be posted for a period of two (2) weeks on the bulletin board to afford all interested employees an opportunity to apply for such training.

- 14.10.3 Except where the Union and the Employer have jointly agreed to an Affirmative Action Plan to redress inequities, the qualified applicant with the greatest seniority shall be selected.
- 14.10.4 Time spent in such training shall be considered to be time worked.

## **ARTICLE 15 - LAYOFFS AND RECALLS**

- 15.1 Definition of Layoff. A layoff shall be defined as a reduction in the workforce that is thought to be of a duration of one (1) year or less or a reduction in the regular hours of work as defined in this Agreement. **An extension to a layoff shall not be utilized to avoid the provisions of Article 27.5.**
- 15.2 Role of Seniority in Layoffs. Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority. An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right is qualified to perform the work of the employee with less seniority. The right to bump shall include the right to bump up.
- 15.3 A period of sixty (60) calendar days shall be afforded, if necessary, to the senior employee to retrain for the position.
- 15.4 Temporary Layoff. Employees shall accumulate seniority while on temporary layoff. Any layoff shall be temporary unless the employee concerned is notified to the contrary at the time of layoff.
- 15.5 Recall Procedure. Employees shall be recalled in the order of their seniority. The onus shall rest on the employee to keep the Employer informed of his/her whereabouts.
- 15.6 No New Employees. New employees shall not be hired until those laid off have been given an opportunity of recall.
- 15.7 Advance Notice of Layoff. Unless legislation is more favorable to the employees, the Employer shall notify employees who are laid off with a written notice thirty (30) calendar days prior to the effective date of layoff. If the employee has not had the opportunity to work the days as provided in this Article, he/she shall be paid for the days for which work was not made available.
- 15.8 **Layoff Re-employment. In the event of any layoff or resignation, of the inscope staff of the New Democratic Party, Saskatchewan Section, the employer shall undertake all reasonable efforts to arrange for the re-employment of the displaced staff with affiliated and allied organizations as openings become available.**
- 15.9 Grievance on Layoffs and Recalls. Grievances concerning layoffs and recalls shall be initiated according to Article 20.4.2 of the Grievance Procedure.

## **ARTICLE 16 - JOB SECURITY**

- 16.1 The Employer agrees not to sub-contract or lease any work which would ordinarily be performed by the employees if this would result in the reduction of hours, layoff or termination of any employee.
- 16.2 The Union recognizes the need for and agrees to the use of volunteer assistance during peak load periods, and the use of volunteers during election campaigns. Under no circumstances

will this result in a reduction of working hours, or layoff, or termination of employees covered by this Agreement.

## **ARTICLE 17 - FAIR EMPLOYMENT AND EQUAL PAY FOR EQUAL WORK**

17.1 The Employer and the Union agree that where an employee has the necessary qualifications and/or has proven his/her ability to handle the work, there shall be no discrimination in hiring, promoting or paying any employee because of race, colour, creed, sex, sexual orientation, disability, age, marital status, or ethnic origin.

17.2 Harassment.

17.2.1 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.

17.2.2 Harassment is defined as any unwelcome or unwanted action by any person against another. It can be non-verbal, verbal or physical action in nature. It can be displaying material of a sexual nature, on a single or repeated basis which humiliates, insults, degrades, threatens or intimidates. "Unwelcome" or "unwanted" in this context means any actions which the harasser knows, or reasonably ought to know, are not desired by the victim of harassment.

Harassment is also an expression of perceived power and superiority by the harasser(s) over another person, usually for reason over which the victim has little or no control. Harassment is not (a) bona fide work related interaction such as work assignment, performance feedback, counselling or disciplinary action, or (b) normal social contact between people based on position of equality or mutual consent.

17.2.3 Any employee who has been found to have harassed another employee will be disciplined. The nature of the disciplinary action will depend on the gravity of the misconduct and any mitigating circumstances. Discipline may range from a reprimand for a first offence of a minor nature, to suspension or dismissal for repeated offenses and/or serious cases involving threats or reprisals.

17.2.4 An employee who believes he or she has been the subject of harassment has a responsibility to make an objection clearly known to the offender. Complaints of harassment that cannot be resolved by the parties directly involved, can be dealt with in the following manner:

17.2.4.1 The employee(s) can refer the complaint directly to the Employer and/or the Union Steward.

17.2.4.2 All complaints shall be supplied concurrently to the Employer and the Union, and will be handled as quickly as possible.

17.2.5 Complaints will be handled in accordance with a mutually-agreed upon complaint mechanism.

17.2.6 Nothing in this Article shall limit the employee's right to access the grievance procedure.

## **ARTICLE 18 - RESIGNATIONS**

18.1 18.1.1 A probationary employee who intends to terminate his/her employment with the Employer shall give seven (7) days notice thereof.

18.1.2 An employee who has passed probation who intends to terminate his/her employment with the Employer shall give fifteen (15) calendar days written notice thereof.

## **ARTICLE 19 - DISCHARGE, SUSPENSION AND DISCIPLINE**

19.1 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.

- 19.2 Discipline Procedure.
- 19.2.1 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.
- 19.2.2 If an employee feels the action or penalty is unjust, such employee will file a grievance within three (3) working days. While such grievance is being processed through the grievance or arbitration procedure, the employee will continue in employment with all rights and privileges of this Agreement; however, continuation of employment will not apply in cases of gross misconduct.
- 19.3 Burden of Proof. In the case of discharge and/or discipline, the burden of proof of just cause shall rest with the Employer. At the arbitration hearing, evidence shall be limited to the grounds stated in the discharge or discipline notice to the employee, or as documented through the grievance proceedings.
- 19.4 Warning. Whenever the Employer or his authorized agent deems it necessary to censure an employee, in a manner indicating that dismissal or discipline may follow any further infraction or may follow if such employee fails to bring his/her work up to a required standard by a given date, the Employer shall, within ten (10) days thereafter, give written particulars of such censure to the Union, with a copy to the employee involved.
- 19.5 Designation of Supervisor. Every employee shall be notified of the name of his/her immediate designated supervisor.
- 19.6 Crossing of Picket Lines During Strike. An employee covered by this Agreement shall have the right to refuse to cross a picket line or refuse to do the work of striking or locked out employees, or refuse to handle goods from an Employer where a strike or lockout is in effect. Failure to cross such a picket line or to perform the work of striking or locked out employees or to handle goods from an Employer where a strike or lockout is in effect by a member of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action, other than loss of wages for the period involved.
- 19.7 Political Action. No employee shall be disciplined for participation in any political action(s) called for by the Canadian Labour Congress, its affiliates, or subordinate bodies, however, deduction of employees' wages shall not be considered discipline.
- 19.8 Right to Have Steward Present.
- 19.8.1 An employee shall have the right to have his/her steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact his/her steward to be present at the interview.
- 19.8.2 A steward shall have the right to consult with a Union officer or representative and to have him/her present at any discussion with supervisory personnel which might be the basis of disciplinary action.
- 19.9 Personnel Records.
- 19.9.1 An employee shall have the right, at any time, to have access to and review his/her personnel record.

- 19.9.2 Any disagreement as to the accuracy of information contained in the file may be subject to the grievance procedure and the eventual resolution thereof shall become part of the employee's record.
- 19.9.3 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.
- 19.9.4 An employee shall have the right to make copies of any material contained in his/her personnel record.

## **ARTICLE 20 - GRIEVANCE PROCEDURE**

- 20.1 Recognition of Union Stewards and Grievance Committee.
  - 20.1.1 In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union grievance committee and the Union steward. The steward may assist any employee in preparing and presenting his/her grievance in accordance with the grievance procedure.
  - 20.1.2 There shall be a grievance committee consisting of not more than two (2) members designated by the Union.
- 20.2 Permission to Leave Work. The Employer agrees that stewards shall not be hindered, coerced, restrained, or interfered with in any way in the performance of their duties while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that each steward is employed full time by the Employer and that he/she will not leave his/her work during working hours except to perform his/her duties under this Agreement. Therefore, no steward shall leave his/her work without obtaining the permission of his/her supervisor and will minimize, as much as possible, the time and disruption to the workplace involved in the investigation.
- 20.3 Definition of Grievance. A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement of a case where the Employer has acted unjustly, improperly, or unreasonably.
- 20.4 Settling of Grievances. An earnest effort shall be made to settle grievances fairly and promptly in the following manner:
  - Steps:
    - 20.4.1 Informal Step. Before any complaint becomes a grievance, the individuals involved will attempt to resolve the problem through an informal discussion with the immediate supervisor. Failing satisfactory resolution of the problem, the employee may proceed through the formal grievance steps.
    - 20.4.2 The aggrieved employee(s) will submit the grievance to the steward. The steward will submit the grievance to the Provincial Secretary. The Provincial Secretary has five (5) working days in which to respond to the grievance.
    - 20.4.3 If no agreement is reached, the Union shall have three (3) working days within which to notify the President of the Party asking for a hearing with the Review Board. The Board will have seven (7) working days within which to meet and an additional two (2) working days from the date of the meeting within which to respond. The Board will be composed of three (3) people, one of which is to be named by the Union, the other two (2) by the President of the Party.
    - 20.4.4 If no settlement has been reached, the Union has five (5) working days within which to give notice asking for a hearing before the Provincial Executive of the Party. The Executive shall have seven (7) working days within which to call a meeting. An additional two (2) working days from the date of the meeting shall be given for the Executive to respond.



- 20.4.5 Failing a satisfactory settlement being reached in Article 20.4.4 within thirty (30) calendar days the grievance may be referred to arbitration. All time limits referred to above, may be extended by mutual agreement.
- 20.5 Policy Grievance. Where a dispute involving a question of general application or interpretation occurs or where a group of employees, the Union, the Employer and their representatives has a grievance, Article 20.4.1 may be bypassed.
- 20.6 20.6.1 Union May Institute Grievances. The Union and its representatives shall have the right to originate a grievance on behalf of employees, or group of employees and to seek redress in the manner provided in the grievance procedure. Such a grievance shall commence in accordance with Article 20.4.2.
- 20.6.2 Employer May Institute Grievances. The Employer may institute a grievance on its behalf. Such grievance shall be filed with the Union and shall commence at a mutually-agreed upon step.
- 20.7 Deviation from Grievance Procedure. After a grievance has been initiated by the Union, the Employer's representative shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee, without the consent of the Union.
- 20.8 Grievance on Safety, Etc. In cases involving alleged unsafe or unhealthy work conditions (including cases of sexual harassment or other forms of discrimination) employee(s) shall have the right to file a grievance according to Article 20.4.2 of the grievance procedure for preferred handling.
- 20.9 Replies in Writing. Replies to grievances stating reasons shall be in writing at all stages.
- 20.10 Facilities for Grievances. In order to facilitate an orderly and confidential investigation of grievances, the Employer shall make available the temporary use of a private office or similar facilities for the grievance meetings.
- 20.11 Mutually-Agreed Changes. Any mutually-agreed changes during the life of this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

## **ARTICLE 21 - ARBITRATION**

- 21.1 Single Arbitrator. The parties shall first attempt to agree to a single arbitrator. If no agreement can be reached, the following procedure will apply.
- 21.2 Composition of Board of Arbitration. When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement, indicating the name of its nominee on an Arbitration Board. Within five (5) days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two appointees shall select an impartial chairperson.
- 21.3 Failure to Appoint. If the party receiving the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairperson within seven (7) days of their appointment, the appointment shall be made by the Dean of the College of Law, University of Saskatchewan, upon request of either party.
- 21.4 Board Procedure.

- 21.4.1 In resolving disputes, an Arbitration Board shall have regard to the real substance of the matters in dispute and the respective merits of the positions of the parties, and shall apply principles consistent with the Labour Relations Act and not be bound by a strict legal interpretation of the issue in dispute.
- 21.4.2 The Arbitration Board shall have the power to receive and accept evidence and information on oath, affidavit, or otherwise as in its discretion it considers proper, whether or not the evidence is admissible in a court of law.
- 21.4.3 A grievance or arbitration shall not be deemed invalid by reason of a defect in form, a technical irregularity, or an error of procedure, if it results in a denial of natural justice. An Arbitrator may relieve against those defects, irregularities or errors of procedure on just and reasonable terms.
- 21.5 Decision of the Board. The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties, and may not be changed. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions or make any decision contrary to the provisions of this Agreement. However, the Board shall have the power to amend a grievance, modify penalties or dispose of a grievance by any arrangement which it deems just and equitable.
- 21.6 Disagreement on Decision. Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision.
- 21.7 Expenses of the Board. Each party shall pay:
- 21.7.1 The fees and expenses of the Arbitrator it appoints.
- 21.7.2 One-half of the fees and expenses of the Chairperson.
- 21.8 Amending of Time Limits. The time limits fixed in the arbitration procedure may be extended by consent of the parties. The time limits in this section are not mandatory but merely discretionary.
- 21.9 Witnesses. At any stage of the grievance or arbitration procedure, the parties shall have the assistance of the employee or employees involved and any necessary witnesses.
- 21.10 Access. All reasonable arrangements shall be made to permit the conferring parties or Arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

## **ARTICLE 22 - LABOUR MANAGEMENT BARGAINING RELATIONS**

- 22.1 Representatives.
- 22.1.1 The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesperson.
- 22.1.2 In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

- 22.2 Union Bargaining Committee. A Union bargaining committee shall consist of not more than three (3) members, of which only two (2) will be from the bargaining unit. The Union will advise the Employer of the Union members of the committee.
- 22.3 Function of Bargaining Committee. All matters pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, and other working conditions shall be referred by the Union bargaining committee to the Employer for discussion and settlement.
- 22.4 Meeting of Committee. In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than three (3) weeks after the request has been given.
- 22.5 Time Off for Meetings. Any representative of the Union or the bargaining committee, who is in the employ of the Employer, shall have the right to attend meetings concerning this Collective Agreement held within working hours without loss of remuneration.
- 22.6 Technical Information. Within thirty (30) calendar days of a request by the Union, the Employer shall make available to the Union any information required by the Union such as job descriptions, postings in the bargaining unit, job classifications, in-scope wage rates, financial and actuarial information pertaining to pension and welfare plans relevant to this Agreement and other information required for collective bargaining purposes.
- 22.7 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.

## **ARTICLE 23 - HEALTH AND SAFETY**

- 23.1 Cooperation on Safety. The Union and the Employer shall cooperate in promoting and improving rules and practices which promote an occupational environment which will enhance the physiological and psychological conditions of employees and which will provide protection from factors adverse to employee health and safety. There shall be no discrimination, no penalty, no intimidation and no coercion when employees comply with this Health and Safety Article.
- 23.2 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.
- 23.3 Union/Employer Health and Safety Committee. A health and safety committee shall be established which is composed of an equal number of Union and Employer representatives, but with a minimum of two Union and two Employer members. The health and safety committee shall hold meetings at least once per month, or more frequently, if requested by the Union or by the Employer for jointly considering, monitoring, inspecting, investigating, reviewing and improving health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be sent to the Employer and Union.
- 23.4 Collective Bargaining. Should the Employer fail to implement the recommendations of the committee, they shall become the subject of collective bargaining.
- 23.5 Time Off for Health and Safety Training. Union members of the health and safety committee shall be entitled to time off from work with no loss of seniority or earnings to attend

educational courses and seminars sponsored by government agencies or the Union for instruction and upgrading on health and safety matters.

- 23.6 Health and Safety Committee Pay Provisions. Time spent by members of the committee in the course of their duties shall be considered as time worked and shall be paid for in accordance with the terms of this Agreement.
- 23.7 Safety and Health Reports, Records and Data. The Employer shall provide the members of the health and safety committee with the details of every accident, incident, or occurrence of an occupational disease that occurred at the worksite in the previous month. In addition, the Employer shall provide members of the committee with any other health and safety records in the possession of the Employer, including records, reports and data provided to and by the Workers' Compensation Board and other government departments and agencies.
- 23.8 Access to the Workplace. Members of the health and safety committee shall conduct an inspection of the Provincial office at least once per month. No restriction shall be placed on this inspection. In the event of an accident, an incident or an occupational health problem, a Union member of the health and safety committee shall be allowed to complete an investigation of the occurrence.
- 23.9 Right to Refuse or Stop Unsafe Work. Members of the health and safety committee shall have the right to stop any work considered unsafe or hazardous. No employee shall be discharged, penalized or disciplined for refusing to work on a job or in any workplace or to operate any equipment where he/she or a member of the health and safety committee believes that it would be unsafe or unhealthy to himself/herself, an unborn child, a workmate, or the public, or where it would be contrary to the applicable federal, provincial or municipal health and safety legislation or regulations. There shall be no loss of pay or seniority during the period of refusal. No employee shall be ordered or permitted to work on a job which another worker has refused until the matter is investigated by the health and safety committee and satisfactorily settled.
- 23.10 Proper Training. No employee shall be required to work on any job or operate any piece of equipment until he/she has received proper training and instructions.
- 23.11 Health and Safety Grievance. Where a dispute involving a question of general application or interpretation of this article occurs, it shall be subject to the grievance procedure and step (a) of the grievance procedure may be bypassed.
- 23.12 Employee and Family Assistance Plan
- 23.12.1 All employees and their family members shall be covered by an Employer-paid Employee and Family Assistance Plan which provides counselling on a strictly confidential basis for psychological, marital, financial, harassment, parent-child, family background, alcohol and drug misuse problems and for legal referrals.
- 23.12.2 The Employee and Family Assistance Plan shall be administered by a joint rehabilitation committee consisting of two (2) representatives of the Union and two (2) representatives of the Employer to deal with these problems in the workforce. The committee shall enjoy the full support of both parties and shall be vested with the authority to make recommendations concerning the administration and/or operation to their respected principles.
- 23.12.3 Objectives. The Union and the Employer recognize that employees who access the Employee and Family Assistance Plan are doing so to overcome a wide range of personal problems. The individual employee will be given reasonable opportunity to rehabilitate himself/herself before any decision is taken by the Employer regarding disciplinary action. The Union and the Employer therefore agree that:

- 23.12.3.1 An employee must be advised, in the presence of a Union official, that the Employer is concerned about the effect of this problem upon his/her work performance.
  - 23.12.3.2 The employee who is so advised must be given the opportunity to enroll in the Employee and Family Assistance Plan.
  - 23.12.3.3 The employee shall be allowed access to their sick leave credits during such time that they are required to be off work and on Employee and Family Assistance Plan.
  - 23.12.3.4 Any disciplinary action taken by the Employer against the employee is subject to the employee's right to grieve.
- 23.12.4 CPR Training. The Employer will make available to a sufficient number of employees the opportunity to attend a properly-accredited cardiopulmonary resuscitation (CPR) course. Time spent attending this course will be considered as time worked, and the Employer will assume all costs, if any, of this course.

## **ARTICLE 24 - TECHNOLOGICAL CHANGE**

- 24.1 Employer to Bargain. In the event of proposed technological change including, but not limited to, the introduction of data processing equipment, computers or automated equipment of any sort, the Employer agrees to meet with the Union to discuss such changes and negotiate new wage rates.
- 24.2 Notice to be Given. The Employer further agrees to give the Union as much notice as possible, but in no event less than sixty (60) days, prior to implementing such changes.
- 24.3 Data Supplied. The notice shall be given in writing and shall contain pertinent data, including:
  - 24.3.1 The nature of the change.
  - 24.3.2 The date on which the Employer proposes to effect the change.
  - 24.3.3 The approximate number, type and location of employees likely to be affected by the change.
  - 24.3.4 The effects the change may be expected to have on employees' working conditions and terms of employment.
- 24.4 Transfer and Bumping Rights. An employee, who is rendered redundant or displaced from his/her job as a result of technological change or other change, shall be given an opportunity to fill any vacancy for which he/she has seniority and which he/she is able to perform. If there is no vacancy, he/she shall have the right to displace employees with less seniority, provided he/she is able to perform the job.
- 24.5 New Jobs. Any job created by virtue of the installation of such equipment shall be posted and filled in accordance with the Collective Agreement. It is mutually agreed that present employees shall be given first opportunity to qualify for the new position before any person outside the bargaining unit is hired to fill the resultant jobs.
- 24.6 Training. In the event training programs are necessary for employees to qualify for such jobs, the Employer agrees to institute a training program for those employees who wish to accept employment in resultant positions. Employees to be displaced, if any, shall be given first opportunity to qualify for the new positions.
- 24.7 Training Benefits. The training period shall not exceed two (2) months at the expense of the Employer. There shall be no reduction in wage or salary rates during the training period of any such employee. The two (2) month period referred to above may be extended by mutual agreement.

- 24.8 Disputes. If the Employer and the Union fail to agree upon such measures, the matter shall become subject to the grievance and arbitration procedure for the purpose of determining a resolve of the dispute.
- 24.9 Severance. The Employer agrees to make every effort to prevent that employees be rendered redundant or displaced from their jobs as a result of technological change. However, in the event that previously stated clauses affecting technological change and any other efforts fail to prevent redundancy, the Employer agrees that the employees so adversely affected will have the choice to select one of the following three options:
- 24.9.1 Severance pay in accordance with Clause 10 or Article 24. Any entitlement of thirty (30) weeks or more shall be payable in equal monthly installments between age at termination and age sixty-five (65).
- 24.9.2 To employees with at least thirty-five (35) years of service or to employees age sixty (60) or over with twenty (20) or more years of service, guaranteed continuing employment at the top of the salary range of at least the Junior Clerk Typist level.
- 24.9.3 To employees with at least thirty-five (35) years of service or to employees age sixty (60) or over with twenty (20) or more years of service, early retirement. In addition to regular pension entitlement, two hundred and fifty (250) dollars per month plus ten (10) percent of attained wages, payable in equal monthly installments till age sixty-five (65).
- 24.9.4 If an employee elects to receive severance pay, such election shall terminate his/her status under the Collective Bargaining Agreement. If he/she is subsequently re-employed, she/she shall be rehired as a new employee.
- 24.9.5 In the event that a recipient of the option outlined in Article 24.9.1 or Article 24.9.3 does not live till age sixty-five (65), the remainder of the monthly payment will continue to be paid to a designated beneficiary; and in the absence of a designated beneficiary, into the estate of the deceased recipient.
- 24.10 Calculation of Severance Pay. The severance pay applicable under the conditions set forth herein is as follows:

<i>Years of Seniority</i>	<i>Weeks of Pay</i>
Less than one	0
One but less than two	1
Two but less than three	2
Three but less than four	3
Four but less than five	4
Five but less than fifteen	at least 1-1/2 wks. for every year of service
Fifteen or more	at least 2 wks. for every year of service with a maximum of fifty-two (52) wks.

A week of pay for the purpose of Article 24, Clause 9(d), shall mean 1/52 of annual regular salary.

## **ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES**

- 25.1 Pay Days. The Employer shall endeavour to pay salaries prior to 11:45 AM on or before the 15th and the last day of the month in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day, each employee shall be provided with an itemized statement of his/her wages, overtime, and other supplementary pay and deductions. Expenses are to be submitted weekly and to be paid weekly.

- 25.2 Deductions. The Employer may not make deductions from wages or salaries unless authorized by statute, court order, arbitration order or by this Agreement. Overpayment shall not be recoverable by the Employer where such recovery would be unreasonable or unfair.
- 25.3 Assigned, Promoted or Reclassified.
- 25.3.1 An employee assigned, promoted or reclassified in accordance with the Collective Agreement to a higher paying position carrying a salary range shall be placed in an experience grade in the new classification which is next higher than the previous rate.
- 25.3.2 The date of promotion to the new classification shall become the anniversary date for application of the salary progression. After three (3) months at the higher rate, the employee shall be reclassified at that rate.
- 25.4 Performance of Higher Duties.
- 25.4.1 When an employee temporarily relieves in, or performs the principle duties temporarily of a higher paying position for which a salary range has been established, he/she 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.
- 25.4.2 When 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.
- 25.4.3 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.
- 25.5 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, his/her rate shall not be reduced. However, should an employee request such an assignment then the lower rate of pay shall apply.
- 25.6 Expenses. In-Town. In-town approved expenses will be paid by the Employer. Parking and mileage expenses in town are approved expenses. Other in-town expenses must be approved.
- 25.7 Allowances and Expenses.
- 25.7.1 **Thirty-five (35)** cents per kilometer will be paid for kilometers driven while carrying out NDP business.
- 25.7.2 All travel shall be calculated from the first day to the last day of each week.
- 25.7.3 Employees will be required to log travel on a daily basis, excluding travel to and from work and personal travel.
- 25.7.4 **Whenever feasible, Employees will utilize a rental vehicle when required to travel on Employer's business.**
- 25.7.5 Out-of-Town. For out-of-town assignments, there will be reimbursement for hotel accommodation shall be paid actual and reasonable expenses with receipts.
- 25.7.6 **During the lifetime of this Agreement, the Employer agrees to reimburse the Employee the following costs to a maximum of thirty-five (35) dollars per day for out-of-town meals: Breakfast - \$7.00; Lunch - \$10.00; Supper - \$18.00. The above-mentioned expenses do not require receipts for reimbursement. The Employer also agrees to reimburse the Employee the actual cost of hotel accommodation while out-of-twn. This expense will require a receipt.**
- 25.7.7 Telephone Costs. Telephone calls will be paid for by the Employer by use of credit card, watts line or other means.

- 25.7.8 While working out-of-town and no hotel receipt is submitted, the sum of twenty (20) dollars per night shall be paid in lieu of reimbursement for hotel expenses.
- 25.7.9 Out of Province Meal Allowance. Actual and reasonable amounts substantiated by receipts. (January 1, 2000).
- 25.8 Childcare. Employees requiring paid childcare will receive three (3) dollars an hour to a maximum of twenty-four (24) dollars per day to cover the cost of childcare while working outside of normal working hours. Receipts shall be supplied.

## **ARTICLE 26 - JOB CLASSIFICATION AND RECLASSIFICATION**

- 26.1 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 with thirty (30) calendar days. If such objection cannot be resolved, the issue may be subject to grievance and arbitration.
- 26.2 Changes in Classifications Within the Bargaining Unit. The Employer shall prepare a new job description whenever a job is created or whenever the duties of a job change. When the duties of any job are changed or increased, or where the Union and/or an employee feels a job is unfairly or incorrectly classified, or when a new job is created or established, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration for determination. The new rate shall become retroactive to the time the new position was first filled by the employee or the date of change in job duties.
- 26.3 Present job descriptions for OPEIU Local 397 members have been presented to the Union and agreed to as of December 31, 1992.

## **ARTICLE 27 - EMPLOYEE BENEFIT PLANS**

- 27.1 Pension Plan.
  - 27.1.1 Contributions. Each employee will contribute by payroll deduction an amount equal to six (6) percent effective May 1, 1987, of his/her monthly salary and the Employer will contribute six (6) percent effective May 1, 1987, of the employee's monthly salary. Employees will be allowed to contribute additional amounts up to the maximum allowed by the Income Tax Act. Employee vesting rights in the Employer's contributions will commence after one (1) year in the plan with one hundred (100) percent vesting rights. Credit for vesting rights will be retroactive to date of employment. It has also been agreed that the federal pension plan is in addition to the above-mentioned plan. Upon commencement of employment, employees shall receive a booklet(s) describing the benefit plans in detail.
  - 27.1.2 Administration. Administration fees for the plan shall be paid by the Employer to a maximum of twelve hundred (1200) dollars per annum.
  - 27.1.3 Organizers. The Employer agrees to pay the Employer contribution of six (6) percent effective May 1, 1987, and deduct the employee contribution of six (6) percent effective May 1, 1987, (or more as requested by the employee) and pay this joint amount into a registered retirement savings plan of the employee's choice.
- 27.2 A benefit plan will be implemented to provide the following benefit programs:
  - 27.2.1 Group Life
  - 27.2.2 Accidental Death and Dismemberment
  - 27.2.3 Long Term Disability
  - 27.2.4 Dental Plan



27.2.5 Extended Health Benefits, eye coverage and an examination fee up to a maximum of two hundred and seventy-five (275) dollars every two (2) years. (Effective April 1, 2000).

The combined premium cost of these plans shall be allocated between the Employer and the employees as follows: the Employer shall pay the necessary premium up to the point where it represents four point five (4.5) percent of payroll; any premium in excess of four point five (4.5) percent of payroll shall be shared equally between the Employer and the employees.

27.3 Workers' Compensation Protection.

27.3.1 All employees shall be covered by the Workers' Compensation Act. No employee shall have his/her employment terminated as a result of absence from work with a compensable accident.

27.3.2 When an employee is injured in the performance of his/her duties during working hours, he/she must report such injury to management immediately. Providing the accident is compensable under the provisions of the current Workers' Compensation Board Act, the employee shall receive, in addition to his/her Workers' Compensation Board payment, an amount from the Employer for a period of up to one (1) year. The combined payment shall equal the employees regular monthly salary less the normal monthly deductions.

27.3.3 Pending receipt of payment from the Workers' Compensation Board, suitable advances shall be mutually arranged for between the employee/Union and the Employer.

27.4 Return to Work. An employee who is no longer deemed to have a compensable injury shall be placed in his/her former equivalent position with the Employer.

27.5 Severance Pay. Where the employment of an employee is terminated by the Employer (except for just cause) or where the termination is by mutual agreement, the following severance will be paid:

<i>Years of Seniority</i>	<i>Months of Pay</i>
One but less than two	1
Two but less than three	2
Three but less than four	3
Four but less than five	4
Five but less than fifteen	6

A month's pay for the purpose of this Article is the rate of pay as shown in Schedule "A" of this Agreement.

27.6 When an employee is not eligible for the benefit plan(s) under Article 27, Clause 2, the employee shall be paid on each cheque an amount equal to three (3) percent of pay. This payment will begin after the benefit plan waiting period has been served.

## **ARTICLE 28 - GENERAL CONDITIONS**

28.1 Personal Rights. The rules, regulations and requirements of employment shall be limited to matters pertaining to the work requirements of each employee. Employees will not be asked or required to do personal services for a supervisor which are not connected with the operation of the Employer.

28.2 Personnel Records. The personnel records of an employee, or former employee, shall not be shared in any manner with any other employer or agency without the prior written consent of the employee concerned.

- 28.3 Adverse Report.
- 28.3.1 The Employer shall notify an employee in writing of any expression of dissatisfaction concerning his/her 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 his/her record for use against him/her in regard to discharge, discipline, promotion, demotion, or 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 his/her work. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of his/her record.
- 28.3.2 The record of an employee shall not be used against him/her at any time after twelve (12) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports.
- 28.3.3 Failure to grieve previous discipline or to pursue the grievance to arbitration shall not be considered an admission that such discipline was necessarily justified, but rather that the matter was settled at whatever step the grievance stopped.
- 28.4 Letter of Reference. On termination of employment for any reason, the Employer shall provide a letter of reference on request.
- 28.5 Bulletin Boards. The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.
- 28.6 Meetings. At the request of either party, meetings will be held not more frequently than once a month between the Employer and a committee of two (2) representing the Union to discuss any questions, excluding grievances, which may arise in connection with office routine as well as any suggestions which may be forthcoming to improve the various phases of the business of the Employer; but it is understood and agreed that in all matters of policy and operation not otherwise specifically covered by this Agreement, the decision of the Employer shall be final.
- 28.7 Present Conditions and Privileges. The Employer agrees that the 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.
- 28.8 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. In such an event, this Agreement shall be re-opened for negotiation. If there is no agreement between the parties on this issue, the matter shall be resolved by arbitration.
- 28.9 Moving Costs. Employer to pay full direct moving costs including disconnect and hookup charges but excluding real estate and legal fees for Organizers transferred by the Employer to another location which requires moving of household.
- 28.10 Identification Cards. Identification cards for Organizers to be obtained by the Employer to get them a commercial travellers rate of accommodations.

- 28.11 Starter Kit. To facilitate the commencement of employment as an Organizer, a starter kit containing basic materials and an expense advance will be provided. The advance is to be repaid on the second full pay period following employment.
- 28.12 Organizers who are located outside of the central office shall be provided with a fax machine paid for by the Employer.

## **ARTICLE 29 - PERMANENT PART-TIME EMPLOYEES**

- 29.1 Permanent employees who work less than the normal hours of work in a month shall (after completion of their probationary period) accrue all rights and benefits under the terms of this Agreement on a pro-rated basis based on hours worked. For purposes of this clause, the normal hours shall be considered to be one hundred fifty-two (152) in any calendar month and the probation period shall be forty-one (41) working days of seven (7) hours or less. No employee shall be on probation longer than six (6) calendar months.

## **ARTICLE 30 - TERM OF AGREEMENT**

- 30.1 Duration. This Agreement shall be effective from **April 1, 2002**, to **March 31, 2007**, and from year to year thereafter.
- 30.2 Changes in Agreement. Any changes deemed necessary to this Agreement may be made by mutual agreement at any time during the existence of this Agreement.
- 30.3 Notice. Either party may, not less than thirty (30) days nor more than ninety (90) days prior to the termination date, give notice in writing to the other party that they wish to negotiate a revision to this Agreement.
- 30.4 Commencement. Such notice having been given, negotiations shall commence as soon as possible, but in any event not later than two (2) weeks prior to the expiry date of the Agreement. In case of an election, annual convention, or any special convention falling within this period as referred to in Section 2, then the meeting will be postponed to a mutually-agreeable date.
- 30.5 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.
- 30.6 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.

FOR: NEW DEMOCRATIC PARTY (SASKATCHEWAN SECTION)

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Jeff Grubb  
President

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Dale Schmeichel  
Provincial Secretary

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Ken Hutchinson

Date: \_\_\_\_\_

FOR: SASKATCHEWAN INSURANCE, OFFICE & PROFESSIONAL EMPLOYEES' UNION,  
LOCAL 397, OF THE OFFICE & PROFESSIONAL EMPLOYEES' INTERNATIONAL  
UNION:

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Colleen Malley  
President

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Dolores Czarnecki  
Secretary-Treasurer

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David M. Miller  
Union Representative

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Kirk Brown  
Negotiating Committee

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Brenda Hahn  
Negotiating Committee

Date: \_\_\_\_\_

**APPENDIX "A" - Salary Schedule - Effective March 31, 2004**

<u>Classification</u>	<u>Start</u>	<u>12 Mo.</u>	<u>24 Mo.</u>
Receptionist/Administrative Clerk	1986	2174	2252
Revenue Management System Administrator 1	2410	2561	2714
Revenue Management System Administrator 2	3078	3273	3462
Editor of the Commonwealth	3107	3303	3496
Maintenance	2136	2273	2405
Organizer	3078	3273	3462
PAC Team Leader	543.55/week		
Call Centre Supervisor	11.04/hour		
Call Centre Interviewer	8.00/hour		

In addition to the above, effective March 31, 2004 permanent Employees will receive a cash payment of \$1,150.00.

**APPENDIX "A" - Salary Schedule - Effective April 1, 2004**

<u>Classification</u>	<u>Start</u>	<u>12 Mo.</u>	<u>24 Mo.</u>
Receptionist/Administrative Clerk	1986	2174	2252
Revenue Management System Administrator 1	2410	2561	2714
Revenue Management System Administrator 2	3078	3273	3462
Editor of the Commonwealth	3107	3303	3496
Maintenance	2136	2273	2405
Organizer	3170	3371	3566
PAC Team Leader	543.55/week		
Call Centre Supervisor	11.04/hour		
Call Centre Interviewer	8.50/hour (eff. April 6, 2004)		

In addition to the above, effective April 1, 2004, permanent Employees with the exception of Organizers will receive a cash payment equivalent to three (3) percent of their previous year's earnings.

**APPENDIX "A" - Salary Schedule - Effective April 1, 2005**

<u>Classification</u>	<u>Start</u>	<u>12 Mo.</u>	<u>24 Mo.</u>
Receptionist/Administrative Clerk	2006	2196	2275
Revenue Management System Administrator 1	2434	2587	2741
Revenue Management System Administrator 2	3109	3306	3497
Editor of the Commonwealth	3138	3336	3531
Maintenance	2157	2296	2429
Organizer	3202	3405	3602
PAC Team Leader	548.99/week		
Call Centre Supervisor	11.15/hour		
Call Centre Interviewer	8.50/hour		

In addition to the above, effective April 1, 2005, permanent Employees will receive a cash payment equivalent to two (2) percent of their previous year's earnings.

**APPENDIX "A" - Salary Schedule - Effective April 1, 2006**

<u>Classification</u>	<u>Start</u>	<u>12 Mo.</u>	<u>24 Mo.</u>
Receptionist/Administrative Clerk	2026	2218	2298
Revenue Management System Administrator 1	2458	2613	2768
Revenue Management System Administrator 2	3140	3339	3532
Editor of the Commonwealth	3169	3369	3566
Maintenance	2179	2319	2453
Organizer	3234	3439	3638
PAC Team Leader	554.48/week		
Call Centre Supervisor	11.26/hour		
Call Centre Interviewer	8.50/hour		

In addition to the above, effective April 1, 2006, permanent Employees will receive a cash payment equivalent to two (2) percent of their previous year's earnings.



**APPENDIX "A" – Letter of Understanding No. 1**

**SALARY**

- \$1,150.00 cash payment for all permanent Employees effective March 31, 2004.
- \$100.00 cash payment for the Call Centre Supervisor
- \$100.00 cash payment for the Caretaker
- \$30.00 cash payment for Call Centre Interviewers employed prior to April 6, 2004.
- 1% increase to all classifications effective March 31, 2004 with the exception of Call Centre Interviewer and Editor of the Commonwealth.
- 3% cash payment or all permanent Employees except Organizers effective April 1, 2004.
- 3% increase to the Organizer classification effective April 1, 2004.
- 2% cash payment for all permanent Employees effective April 1, 2005.
- 1% increase to all classifications effective April 1, 2005.
- 2% cash payment for all permanent Employees effective April 1, 2006.
- 1% increase to all classifications effective April 1, 2006.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2004.

\_\_\_\_\_  
For New Democratic Party (Sask. Section)

\_\_\_\_\_  
David M. Miller for OPEIU Local 397

## APPENDIX "B" - LETTER OF UNDERSTANDING NO. 1 - Severance Package

For those employees on staff as of the date of the ratification of this Agreement, the following shall apply:

Where the employment of an employee is terminated (except for just cause) or where the termination is by mutual agreement or where the employee resigns, the following severance will be paid:

<i>Years of Seniority</i>	<i>Months of Pay</i>
One but less than two	1
Two but less than three	2
Three but less than four	3
Four but less than five	4
Five but less than fifteen	6

A month's pay for the purpose of this Article is the rate of pay as shown in Schedule "A" of this Agreement.

The employees on staff at the date of ratification of this Agreement are as follows:

Bill Bolstad, Gloria Buchanan, Brenda Hahn, Conni Yakimchuk

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Linda Sarafinchan, Provincial Secretary

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Debbie Kajati, Director of Administration

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Larry Sheffer, Union Representative

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Brenda Hahn, Bargaining Committee Member

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Catherine Duncan, Bargaining Committee Member

April 14, 1992  
November 29, 1999

**APPENDIX "B" - LETTER OF UNDERSTANDING NO. 2 - Maintenance/Caretaker Position**

It is understood and agreed that the hours of work for this position will be undefined on a daily basis. A basic work period will consist of an average of sixty-six (66) hours over a two-week period Monday to Friday, inclusive, but will also include time for callback on weekends for clean-up between events and additional time during the regular workweek.

If it becomes necessary on an ongoing basis to work in excess of the hours listed above, the employee will report the matter to his/her supervisor who will take immediate steps to correct the situation.

There will be some delivery services required for this position. The individual will be reimbursed the sum of seventy-five (75) dollars per month to provide this in-town service. During election periods, he/she shall be paid seventy-five (75) dollars per month or thirty-one (31) cents per kilometer, whichever is the greater. Out-of-town travel reimbursement will be at the rate of thirty-one (31) cents per kilometer.

All other terms and conditions of the Collective Agreement will apply.

\_\_\_\_\_  
David M. Miller for OPEIU-397

\_\_\_\_\_  
Date

\_\_\_\_\_  
Anne M. Davis for NDP (Saskatchewan Section)

\_\_\_\_\_  
Date

**APPENDIX "B" - LETTER OF UNDERSTANDING NO. 3 - Job Classifications**

The Employer and the Union agree to undertake a review of all current classifications to determine the appropriateness of the current job titles, hours of work, levels of duties being performed and the salary associated with each position. This review will be completed prior to March 30, 1997. All economic terms shall be subject to negotiations. In conjunction with this review, the Employer agrees to prepare a job classification manual, copies of which will be supplied to the Union.

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Dick Proctor  
New Democratic Party

June 1, 1995

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Larry Sheffer  
Office & Professional Employees' Union, Local 397

June 1, 1995

**APPENDIX "B" - LETTER OF UNDERSTANDING NO. 4 - Call Centre Supervisor**

It is hereby understood and agreed between the parties that a new classification, "Call Centre Supervisor", will be implemented at the NDP Provincial Office. Working under the Director of Organization or his/her designate, duties include the following:

1. To recruit, train and schedule Call Centre Interviews;
2. To ensure all tracking forms and paperwork are accurately completed and routed appropriately;
3. To ensure the appropriate materials are shipped to local Membership Directors in a timely fashion.

The new positions will be created subject to the following conditions:

1. There shall be exemptions from pension plan (Article 27), seniority (Article 13), layoff and recall (Article 15), and hours of work (Article 5);
2. The initial hourly wage for the position be set at \$10.50;
3. This is a temporary position, terminating upon seven days notice;
4. 5% of gross will be paid to employees upon termination in lieu of a pension plan;
5. All other terms and conditions of the Collective Bargaining Agreement shall apply.

Dated at Regina this 28th day of September, 1994.

\_\_\_\_\_  
Rod Dickinson  
Provincial Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
David M. Miller  
Union Representative, OPEIU Local 397

\_\_\_\_\_  
Date

**APPENDIX "B" - LETTER OF UNDERSTANDING NO. 5 - Call Centre Interviewers**

It is hereby understood and agreed between the parties that a new classification, "Call Centre Interviewer", will be implemented at the NDP Provincial Office. Working under the Director of Organization or his/her designate, duties include the following:

1. To complete telephone contact to households as assigned;
2. To follow the essence of the script provided;
3. To represent the Party professionally;
4. To complete all tracking forms and paperwork accurately.

The new positions will be created subject to the following conditions:

1. There shall be exemptions from the pension plan (Article 27), seniority (Article 13), layoff and recall (Article 15), and hours of work (Article 5);
2. The initial hourly wage for the position be set at \$7.00;
3. This is a temporary position, terminating upon seven days notice;
4. All other terms and conditions of the Collective Bargaining Agreement shall apply.

Dated at Regina this 16th day of September, 1994.

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Dick Proctor  
Provincial Secretary

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Larry Sheffer  
Union Representative, OPEIU Local 397

**APPENDIX "B" - LETTER OF UNDERSTANDING NO. 6 - Incidental Sick Leave**

It is agreed between the parties that in instances where the expected duration of an illness will be longer than ten working days and the employee has less than ten days incidental sick leave in the bank, the Employer will allow the employee to borrow up to ten incidental sick days from future accumulations. The employee will be required to pay back any borrowed sick leave as soon as future accumulations become available.

In the event that the employee terminates employment and has not reimbursed the Employer for any borrowed sick leave, the Employer shall be entitled to recover such amounts from the employee's final disbursements.

Dated at Regina this 27<sup>th</sup> day of November, 1997.

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Anne M. Davis  
Assistant Provincial Secretary/Administration

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David M. Miller  
Representative, OPEIU Local 397

**APPENDIX "B" - LETTER OF UNDERSTANDING NO. 7 - Payment of Unused Sick Leave on Termination of Employment**

For those Employees on staff as of the date of ratification of this Agreement, the following shall apply:

In the event of the death of an Employee, the value of all accrued sick leave up to a maximum of sixty (60) days pay shall be paid to the Employee's designated beneficiary. If there is no designated beneficiary, payment shall be made to the Employee's estate. On severance or retirement, an Employee having accrued sick leave to his/her credit shall receive an amount equal to fifty (50) percent of accrued sick leave up to a maximum of sixty (60) days pay, except it shall not apply to Employees discharged for just cause or Employees who fail to give proper notice as outlined in this Agreement.

The Employees on staff at the date of ratification of this Agreement are as follows:

Kirk Brown  
Gloria Buchanan  
Sabrina Cataldo  
Glenda Dunster  
Brenda Hahn  
Ralph Hall  
Julia Puff  
Jenn Ruddy

"Dale Schmeichel"  
Provincial Secretary

"David M. Miller"  
Union Representative, OPEIU Local 397

May 12, 2004



**APPENDIX "B" - LETTER OF UNDERSTANDING NO. 8 – Classifications/Job Descriptions Review**

It is agreed between the parties that during the term of the Collective Agreement the parties shall cooperate in a Classification Plan Review and Job Evaluation Project for all jobs within the scope of the Collective Agreement. All jobs will be evaluated by means of a Job Evaluation Plan that is free of bias on the basis of gender. Unless otherwise agreed, the project will commence no later than April 1, 2000.

The Employer reserves the right to hire a Consultant to assist the parties in the Job Evaluation process.

It is understood that the implementation of Job Evaluation results will be subject to negotiation between the Union and the Employer, and the results shall be phased in over a period of no more than four (4) years. During the lifetime of this Agreement, one percent (1%) of pay shall be set aside to begin implementation.

\_\_\_\_\_  
For the Union

\_\_\_\_\_  
Date

\_\_\_\_\_  
For the Employer

\_\_\_\_\_  
Date

## APPENDIX "C" - Guidelines to Orient Organizers

April 7, 1993

TO: Organizers  
FROM: Tom Parkin  
Director of Organization

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Party organizers regularly encounter difficult personal and work situations. Following is a partial listing to the problems you will inevitably face and some ways of dealing with them.

**Problem: Party Activists Expecting you to "treat"**

From time to time, Party activists for whom you are working will apply pressure on you to purchase them food or drinks. This can become difficult when you are working to gain the member's trust and cooperation.

No member of the organizing department receives expense reimbursement for "soft costs" like food or drinks, whether alcoholic or not. Instead, organizers receive per diems which are agreed upon through the Collective Agreement.

Party members will sometimes assert subtle pressure by referring to your ability to expense items such as food and liquor or by referring to the "big job" you now have.

The persistence of the myth that Party organizers can expense food and liquor can seriously undermine the credibility of our work. We must challenge these myths to diminish hostile feelings against Provincial Office and its staff.

If pressure is being applied upon you to treat others, inform them that the costs aren't covered by the Party--they come directly out of your pocket, and, by extension, the bank account of you and your family.

The "ego-stroking" method of trying to force you to pay the bill is more difficult. Realize when a Party member is doing this to you and understand that she or he is trying to take advantage of you, not compliment you.

A tactic for out-manuevering this emotional manipulation is to tell the Party member you are dealing with about how you're just a part of the movement working to improve our Province--not a corporate executive with stock options and golden parachutes.

There are times when the line can be drawn too finely. Small expenses that you might incur --buying a coffee, or a sandwich for a Party member--can sometimes be justifiable. However, alcohol is never justifiable. Please talk to me about the kind of situations that you believe might apply in this category and I'll send out a further guideline for organizers on the subject.

Small and justifiable expenses should be entered on the "sundry column" of the organizer's expense sheet and will be approved, after the fact, by the Director of Organization.

**Problem:            Too Many Days on the Road and Too Little Time at Home**

Politics is a never-ending world of crises in need of issue management. It is also a social business in which getting to know people, leading by example and gaining trust is crucial.

Sometimes, however, you will simply come to the point when you can't keep going. You will need several days to be at home and forget about politics.

Council meetings, conventions, educationals and election campaign can create long stretches of uninterrupted work.

Know your limit--if you're looking at your schedule with dread, you're not going to get through. And when you're over-tired, eating bad food and driving a lot, it's simple to get sick.`

Sickness from overwork isn't what you want. And the Party can't afford to have organizers burn out and be forced to cancel meetings or other work.

Be reasonable about your schedule, and be sure to include vacations and casual days in your plan. If you feel you've been assigned too much work, tell me. And don't try to be super-organizer. When you feel overtired, use your casual days immediately. If you can't take the time off, pace yourself.

**Other Items**

We should work together to build this organizer orientation. If you face a recurring problem, talk to me about it, or suggest that all the members of the department get together and share our strategies for survival.

Organizing is personal and stressful work. It's essential that we operate as a team and work to support each other. If you're facing problems in your personal life please refer to the Labour Management Rehabilitation Committee in Article 23, Section 12 of the Collective Agreement or see your local union counsellor(s).

## APPENDIX “D” - Leave of Absence - Deferred Salary Leave Plan

<b>Purpose:</b>	To enable permanent full-time Employees to plan and finance a leave of absence.
<b>Policy:</b>	The Deferred Salary Leave Plan (DSLPL) offers Employees the opportunity to defer up to 33-1/3% of their basic salary to finance a future leave of absence. The DSLPL must operate within the Revenue Canada Income Tax Regulations (Appendix “E”).
<b>Application:</b>	The leave is open to all permanent full-time Employees of the New Democratic Party (Saskatchewan Section) who have completed a minimum of five years of continuous service.
<b>Length of Leave:</b>	The leave cannot be less than six consecutive months (three months if attending a designated educational institution) and cannot exceed twelve (12) consecutive months.
<b>Benefits</b>	See Appendix “E”
<b>Approval:</b>	The request will be forwarded for approval to the Assistant Provincial Secretary.
<b>Application:</b>	When the DSLPL request is approved, a formal contract will be signed between the New Democratic Party (Saskatchewan Section) and the Employee outlining the terms and conditions of the leave.

## **APPENDIX “E” - Salary Deferral Arrangement**

### **As Outlined in the Revenue Canada Material**

1. It is to be an arrangement in writing between the Employer and Employee.
2. The arrangement is not to provide benefits to the Employee on or after retirement.
3. Leave of absence from employment is not to be less than:
  - (i) three (3) months for educational leave at a designated educational institution;
  - (ii) six (6) months in other cases.

The leave of absence should commence immediately following the deferral period unless extenuating circumstances exist. In no case will the deferral period be extended longer than six years in duration.
4. The amount of salary deferred is not to exceed 33 1/3 percent of the salary the Employee would reasonably have expected to receive per calendar year.
5. The Employee does not receive any salary from the Employer other than:
  - (i) the amounts of the salary deferral;
  - (ii) the reasonable fringe benefits that the Employer usually pays to or on behalf of the Employee.
6. The arrangement provides for the funds to be held in trust for the Employee and interest that may have accrued for the benefit of the Employee shall be paid to the Employee. The interest will be treated as employment income and will be reported on the Employee's T4 and will be subject to withholding taxes.
7. Upon return, the Employee is to remain with the Employer for a period not less than the duration of the leave.
8. All funds deferred are to be paid out to the Employee no later than the end of the first taxation year which commences after the end of the deferral period.

**APPENDIX “F” - Employee Benefits and Other Information**

<b>ITEM</b>	<b>COST</b>	<b>COMMENT</b>
<b>Pension</b>	Voluntary contributions may be made by Employee.	Contributions are paid on full salary during the period of deferral. Therefore, no contributions are required during the period of leave but the leave will count as pensionable service. Voluntary pension contributions may be made at any time during the leave but will not be matched by the New Democratic Party (Saskatchewan Section).
<b>Employment Insurance</b>	No premiums payable.	The Deductions for EI are made on the gross salary before deferrals during the period of deferral. Therefore, no deductions are required during the period of leave.
<b>Canada Pension Plan</b>	Employee must pay contributions	This period of leave counts as pensionable service. CPP contributions are made on the Employee's salary net of deferred amounts during the period of deferral and on the deferred amounts when paid during the period of leave. The New Democratic Party (Saskatchewan Section) will continue to pay the Employer's portion of CPP.
<b>Income Tax</b>	Tax is deferred during the period of salary deferral on the amount of salary deferred.	<p>No tax is deducted on the deferred salary amounts during the period of deferral.</p> <p>Deferred salary is taxed when withdrawn from the Company by the Employee. Taxes will be deducted at the appropriate rates.</p> <p>Note: Should the Employee fail to take leave as required under the plan, all deferred amounts held will be included in income in the current year.</p>

<p><b>Coverage for:</b></p> <ul style="list-style-type: none"> <li>◆ <b>Group Life</b></li> <li>◆ <b>AD&amp;D</b></li> <li>◆ <b>Long Term Disability</b></li> <li>◆ <b>Dental Plan</b></li> <li>◆ <b>Extended Health</b></li> </ul>	<p>Employer continues to pay for items presently provided.</p> <p>Employee pays for Employee paid items.</p>	<p>Coverage continues while on Leave.</p> <p>Amounts payable by Employee will be collected upon return or arrangements can be made for payment by post-dated cheques.</p>
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<b>ITEM</b>	<b>COST</b>	<b>COMMENT</b>
<b>Deferred Salary</b>		<p>The deferred salary will be held by the New Democratic Party (Saskatchewan Section) and interest will be paid on a monthly basis. Interest will be calculated based on the average bank prime rate less three percent. Interest will be paid annually to the Employee and treated as income from employment and reported on the Employee's T4.</p> <p>Funds will be paid out in equal installments over the course of the leave.</p> <p>This deferred amount can be either a percentage of gross salary or a fixed dollar amount deducted from each paycheque. Adjustments can be made on an annual basis at the anniversary of the commencement of deferral by making a written request directed to the Employer.</p> <p>A person who ceases to be employed by the New Democratic Party (Saskatchewan Section), must withdraw from the plan. Within sixty (60) days, the New Democratic Party (Saskatchewan Section), shall pay the participant the deferred compensation amount including any interest accrued.</p> <p>Should the participant die, the New Democratic party (Saskatchewan Section), shall, within sixty (60) days of notification of death, pay the deferred compensation amount to the participant's estate.</p>

ITEM	COST	COMMENT
<b>Cancellation/Postponement of Leave</b>		<p data-bbox="1021 300 1539 541">Withdrawal/postponement will be permitted at the discretion of the New Democratic Party (Saskatchewan Section), only in the event of financial or other hardship. Situations will be dealt with on a case-by-case basis and must be presented in writing explaining the reason withdrawal/ postponement is necessary and providing at least 30 days' notice is given.</p> <p data-bbox="1021 579 1539 695">The New Democratic Party (Saskatchewan Section), may also cancel/postpone the leave provided reasons are provided and giving the Employee at least three months' notice.</p> <p data-bbox="1021 732 1539 911">In any event, no postponement by either the Employee or the New Democratic Party (Saskatchewan Section), will be permitted to result in a commencement of the leave of absence more than six years after the salary deferral commenced.</p> <p data-bbox="1021 949 1539 1064">If a leave of absence is cancelled, the deferred amounts and any interest accrued but not paid on the deferred amounts will be included as employment income in the year of cancellation.</p>