

COLLECTIVE BARGAINING AGREEMENT
COPE Local 397 for the NDP Constituency Assistants
 ~ and ~
The Saskatchewan New Democratic Party Caucus
 April 1, 2006– March 31, 2009

TABLE OF CONTENTS

Article	Title	Page
ARTICLE 1 – SCOPE.....		2
ARTICLE 2 – UNION SECURITY.....		3
ARTICLE 3 – HOURS OF WORK.....		4
ARTICLE 4 – PAID HOLIDAYS.....		4
ARTICLE 5 – VACATIONS.....		5
ARTICLE 6 – SICK LEAVE PROVISIONS.....		6
ARTICLE 7 – LEAVE OF ABSENCE.....		7
ARTICLE 8 – EDUCATION LEAVE AND EXAMINATIONS.....		9
ARTICLE 9 – SENIORITY.....		10
ARTICLE 10 – PROBATION.....		11
ARTICLE 11 – STAFF CHANGES AND VACANCIES.....		11
ARTICLE 12 – LAYOFF AND RECALL.....		12
ARTICLE 13 – JOB SECURITY.....		13
ARTICLE 14 – FAIR EMPLOYMENT AND EQUAL PAY FOR EQUAL WORK.....		13
ARTICLE 15 – RESIGNATIONS.....		13
ARTICLE 16 – DISCHARGE, SUSPENSION AND DISCIPLINE.....		13
ARTICLE 17 – GRIEVANCE PROCEDURE.....		15
ARTICLE 18 – ARBITRATION.....		15
ARTICLE 19 – LABOUR-MANAGEMENT RELATIONS.....		16
ARTICLE 20 – HEALTH AND SAFETY.....		17
ARTICLE 21 – TECHNOLOGICAL CHANGE.....		17
ARTICLE 22 – WAGES AND ALLOWANCES.....		17
ARTICLE 23 – JOB CLASSIFICATION AND RECLASSIFICATION.....		19
ARTICLE 24 – BENEFITS.....		20
ARTICLE 25 – GENERAL CONDITIONS.....		20
ARTICLE 26 – HARASSMENT.....		22
ARTICLE 27 – PENSION.....		22
ARTICLE 28 – WORKERS’ COMPENSATION.....		23
ARTICLE 29 – EMPLOYEE AND FAMILY ASSISTANCE PLAN.....		23
ARTICLE 30 – TERM OF CONTRACT.....		23
APPENDIX A – SALARY SCHEDULE.....		25
LETTER OF UNDERSTANDING NO. 1 – RE: CLASSIFICATION REVIEW.....		26
LETTER OF UNDERSTANDING NO. 2 – RE: BARGAINING COMMITTEE EXPENSES.....		27
INDEX.....		28

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

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

~ AND ~

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

ARTICLE 1 – SCOPE

- 1.1 Purpose of Agreement. The purpose of this agreement is to establish and maintain orderly Collective Bargaining procedures between the Parties. The Parties to this Agreement share a desire to work cooperatively to assist constituents and enhance the effectiveness of incumbent New Democratic Party Caucus Members of the Legislative Assembly of Saskatchewan. It is agreed that all Parties covered by this Collective Agreement are bound by the terms and conditions contained therein.
- 1.2 Bargaining Unit Defined
 - 1.2.1 The bargaining unit shall be comprised of all Constituency Assistants employed by the Saskatchewan New Democratic Party Members of the Legislative Assembly except relief Employees. New positions falling within the scope of this Agreement shall be included in the bargaining unit.
 - 1.2.2 A relief Employee is defined as a non-scheduled Employee who works less than two hundred (200) hours in a calendar year.
- 1.3 Bargaining Unit Recognition. The Employers recognize the Canadian Office and Professional Employees Union (COPE), Local 397, as the exclusive bargaining agent for all the Employees in the bargaining unit.
- 1.4 Employers Bargaining Agent. Members of the Saskatchewan New Democratic Party Caucus agree to appoint a Bargaining Committee to act as bargaining agent on behalf of all New Democratic Party Members of the Legislative Assembly of Saskatchewan.
- 1.5 Representation
 - 1.5.1 No Employee(s) shall undertake to represent the Union at any meeting without the proper authorization of the Union. To implement this Article, the Union and Employer shall supply each other with the names of their respective representatives. MLAs who are members of the Joint Labour-Management Committee are authorized to represent the Employer(s) in all business transacted between the Union and the Employer(s).

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

ARTICLE 2 – UNION SECURITY

- 2.1 Membership. The Employers agree that every Employee who is now or hereafter becomes a member of the Union shall maintain membership in the Union as a condition of employment, and every new Employee whose employment commences hereafter shall, within thirty (30) days after the commencement of employment, apply for and maintain membership in the Union as a condition of employment.
- 2.2 Dues. The Employers agree to authorize the deduction of Union fees, dues and assessments, once each month and to transmit the monies collected to the Financial Secretary of the Union.
- 2.3 Union Shop. The Employers agree to acquaint potential Employees with the fact that a Union agreement is in effect, and with the condition of employment set out in the Articles dealing with Union Security and Dues Check-off.
- 2.4 New Employees. On commencing employment, the Employer shall make available to the Employee the name of **their** Union Representative. An Officer of the Union or Representative shall be given an opportunity to orientate each new Employee within regular working hours or by teleconference, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new Employee with the benefits and duties of Union Membership and **their** responsibilities and obligations to the Employer and the Union.
- 2.5 New Employers. On commencement of Term of Office, the Personnel Subcommittee of Caucus will make available to the new Member a copy of the Collective Bargaining Agreement. The Personnel Subcommittee of Caucus will provide orientation within the first month of office.
- 2.6 Correspondence. The Employers agree that a copy of any correspondence between the Employer, or **their** designate and any Employee in the bargaining unit, pertaining to the interpretation, administration, or application of any part of their Agreement shall be forwarded to the Union Office.

ARTICLE 3 – HOURS OF WORK

- 3.1 **Full-time Employees shall work a thirty-six (36) hour work week scheduled** at the local level within the following parameters:
- 3.1.1 The Employer recognizes an Employees right to be remunerated for hours in excess of **seven point two (7.2)** hours in a day or **thirty-six (36)** hours in a week.
- a) **Full-time Employees shall be allowed to bank hours worked in excess of seventy-two (72) hours bi-weekly. Time off for banked hours shall be by mutual agreement at the local level.**
- 3.1.2 An MLA will pay to an Employee who works more than the number of hours specified in **Article 3.1.1** above at the rate of:
- a) One and one-half (1½) times **their** regular wage for all hours worked in excess of **seven point two (7.2)** hours in a day, and **thirty-six (36)** hours in a week or time off in lieu to be used within three (3) months of earning at a mutually-agreed time.
- b) By mutual agreement bank days of Christmas week between Christmas Day and New Years Day, inclusive.
- c) In the absence of a mutually-agreeable time, overtime pay shall be made after three (3) months.
- 3.1.3 **Part-time Employees shall work less than thirty (30) hours per week. Work schedules for part-time Employees shall be established at the local level.**
- a) **Part-time Employees may work more than thirty (30) hours per week if covering for a full-time Constituency Assistant.**
- 3.1.4 **Casual Employees and Summer Students shall work less than two hundred (200) hours per year. Casual Employees and Summer Students shall be scheduled at the local level.**
- 3.2 Work schedules will be mutually-agreed upon between the Employee and the MLA or **their** designate at the local level. If agreement cannot be reached at the local level, the matter shall be referred to the Joint Labour-Management Committee for resolution.

ARTICLE 4 – PAID HOLIDAYS

- 4.1 Paid Holidays. The Employers recognize the following as paid holidays: New Year's Day, **Family Day**, Good Friday, Easter Monday, Easter Tuesday (except when Legislature sits on Easter Monday and/or Easter Tuesday then it will be considered a normal work day), Victoria Day, Canada Day, one Floating Holiday, Saskatchewan Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any other day declared or proclaimed as a holiday by the Federal, Provincial or Municipal Government, plus the last four (4) hours prior to Christmas Day. The date of the Floating Holiday shall be by agreement between the Employer and the Employee.
- 4.2 Saturday or Sunday. In the event that any holiday mentioned in the preceding section occurs on a Saturday, Sunday, or scheduled day off, the preceding day or the next working day shall be considered the holiday.

- 4.3 Paid Holidays. For religious purposes, in the event that a religious holiday not listed in Clause 4.1 falls on an Employee's normal work day, the Employer shall grant the Employee such time off, either as vacation, leave of absence without pay, or in exchange for work on an otherwise earned day off, mutually-agreed between the Employee and the Employer.

ARTICLE 5 – VACATIONS

- 5.1 Length of Vacation. An Employee shall receive an annual vacation with pay in accordance with the Employee's years of employment in the bargaining unit including service with the Saskatchewan Provincial Government as follows:

<u>Years of Service</u>	<u>Vacation Entitlement</u>
0 – 7 years	15 days per year or 1 ¼ days per month
8 – 14 years	20 days per year or 1 ⅔ days per month
15 – 24 years	25 days per year or 2 ⅓ days per month
25 + years	30 days per year or 2 ½ days per month

- 5.2 Preference in Vacations. Vacation schedules shall be determined by the Employer after consultation with the Employees and shall be offered to Employees on the basis of seniority.
- 5.3 Minimum Vacation. Upon request, the Employee with less than three (3) weeks of earned vacation may be granted sufficient leave of absence without pay to allow a minimum of three (3) weeks vacation.
- 5.4 Compensation for Holidays Falling Within Vacation Schedule. If a paid holiday falls or is observed during an Employee's vacation period, **they** shall be allowed an additional vacation day with pay at a time mutually agreed upon by the Employee and the Employer.
- 5.5 Vacation Pay on Termination. An Employee terminating employment at any time in the vacation year, prior to using **their** vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, prior to termination.
- 5.6 Unbroken Vacation Period. An Employee shall receive an unbroken period of vacation unless mutually-agreed upon between the Employee and the Employer.
- 5.7 Exceptional Leave of Absence during Vacation. When an Employee qualifies for leave as a result of hospitalization, bereavement, or illness substantiated by a medical certificate, or any other Employer-approved leave during **their** period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall be either added to the vacation period or reinstated for use at a later date, as mutually agreed upon.
- 5.8 Vacation Pay-out. If an Employee, due to being on leave of absence, Workers' Compensation, Disability, or other unforeseen circumstances is unable to take **their** vacation within the vacation year, arrangements shall be made by mutual agreement for a carryover of vacation, or for the remaining vacation entitlement shall be paid out to the Employee.
- 5.9 Vacation Carry-over. An Employee shall be entitled to carry over a maximum of five (5) days of annual vacation leave to the next vacation year, at the rate of pay prevailing when the vacation is taken. The Employer may permit the Employee to carry-over up to an additional five (5) days of annual vacation.

ARTICLE 6 – SICK LEAVE PROVISIONS

- 6.1 Sick Leave Defined. Sick leave means the period of time an Employee is absent from scheduled work with full pay by virtue of being sick or disabled, 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.
- 6.2 Earning Sick Leave. Employees shall, at the beginning of the fiscal year, be credited with fifteen (15) sick leave days. Sick leave shall be earned on the basis of one and one-quarter (1¼) days for each month of service and prorated for partial months. Further sick leave with pay within any yearly period shall be left to the discretion of the Employer.
- 6.3 Reporting Sickness
- 6.3.1 An Employee who is sick shall inform **their** Employer before the hour they are to report to work or as soon as reasonably practicable.
- 6.3.2 An Employee who fails to inform his supervisor of his intention not to report for work shall be considered absent without leave. Except where in the opinion of the Employer extenuating circumstances exist, a deduction in pay may be made equivalent to the pay the Employee would have received.
- 6.4 Personal Family Leave. Where no one at home other than the Employee can provide for the needs during illness of **their** spouse, child, stepchild, or any other relative or close friend who has been residing in the household, an Employee shall be entitled, after notifying **their** Employer, to use a maximum of five (5) accumulated sick leave days per illness to care for the member of the family who is ill.
- 6.5 Pressing Necessity. Leave for pressing necessity is drawn from an Employee's sick leave balance and shall be used for emergent and/or compassionate situations and the Employee shall be entitled, after notifying **their** Employer and on agreement to use a maximum of five (5) accumulated sick days per year. Pressing necessity shall not be unreasonably denied.
- 6.6 Deduction from Sick Leave. A deduction shall be made from accumulated sick leave of all normal working days (exclusive of paid holidays) absent for sick leave.
- 6.7 Proof of Illness. For any illness in excess of five (5) working days, the Employer reserves the right to require an Employee to submit a certificate of illness from a duly qualified health professional. The certificate may only be requested when the length of illness is longer than originally anticipated, or in extreme cases where there appears to be abuse of the sick leave. The cost of the certificate, if any, shall be paid by the Employer.
- 6.8 6.8.1 Illness During Vacation Leave. An Employee whose vacation leave is interrupted by illness or injury that requires hospitalization or is under a doctor's care for a period of two (2) consecutive days or more shall, upon request, have such period of hospitalization charged against available sick leave credits. The Employee will be required to provide medical evidence of such confinement.
- 6.8.2 Notwithstanding the above, in exceptional instances an Employee may request that sick leave be substituted for vacation leave when the Employee is incapacitated due to illness during vacation leave. The Employee shall provide medical documentation to substantiate the request.

- 6.9 Exceeding the Sick Leave Benefits. An Employee leaving employment that has overdrawn their sick leave shall have deducted from any monies owing them by the Employer an amount calculated on the basis of the number of days sick leave overdrawn at the rate of salary on separation.
- 6.10 Drawing on Future Sick Leave Credits. The Employer may allow an Employee to draw on future sick leave credits to a maximum of thirty (30) days. If the Employee terminates employment, dies or retires, any overdrawn amount owing will be recovered.
- 6.11 Sick Leave Records. Immediately after the close of each fiscal year, the Employer shall advise each Employee in writing of the amount of sick leave accrued to **their** credit.
- 6.12 Accumulation of Sick Leave. The unused portion of an Employee's sick leave shall accrue for **their** future benefit.

ARTICLE 7 – LEAVE OF ABSENCE

- 7.1 Union Functions. Upon written request to the Employer, an Employee elected or appointed to represent the Union at conventions or meetings of the Union and its affiliates shall be allowed leave of absence without pay and without loss of benefits in order to attend the convention or meeting. No more than two Employees shall be entitled to request such leave at the same time.
- 7.2 Leave of Absence for Full-Time Union or Public Office
- 7.2.1 The Employer recognizes the right of an Employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without loss of seniority and benefits so that the Employee may be a candidate in federal, provincial, or municipal elections.
- 7.2.2 An Employee who is elected to public office shall be allowed leave of absence without loss of seniority during **their** term of office.
- 7.2.3 An Employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without loss of seniority for a period of one (1) year. Such leave shall be renewed each year, on request during **their** term of office.
- 7.3 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.
- 7.4 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, where available, provided she is capable of performing the work and is otherwise entitled thereto by virtue of seniority.
- 7.5 Length of Maternity Leave. Maternity leave shall cover for a period up to twelve (12) months. The leave period may be used before and/or after the birth or adoption of a child. Where a doctor's certificate is provided, stating that a longer period of maternity leave is required for health reasons, an extension up to a maximum of eighteen (18) months shall be allowed. During this period and as the Public Employee Benefit Plans allow, benefits shall be maintained.

- 7.6 Maternity Pay. The first two (2) weeks of maternity leave granted under Article 7.5 shall be with full pay and benefits.
- 7.7 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' notice. On return from maternity leave, an Employee with one year or more continuous service with the Employer shall be placed in her former position. If the former position no longer exists, Article 11 shall apply.
- 7.8 Paternity Leave
- 7.8.1 Whenever possible, the Employee will inform the Employer at least a month before the desired leave of absence, which may be before and/or after the birth or adoption. In the case of pregnancy, the Employee, on request, will supply a medical report confirming that his partner is pregnant and indicating the anticipated date of delivery.
- 7.8.2 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.
- 7.9 Supplemental Unemployment Insurance (SUB) Plan
- 7.9.3 Employees on maternity leave/legal adoption/paternity leave shall be paid a top-up of Employment Insurance Parental Leave Benefits to ninety-five percent (95%) of regular salary for up to seventeen (17) weeks. The seventeen (17) week period will include the Employment Insurance two (2) week waiting period.
- a) For the Employment Insurance two (2) week waiting period the Employee may choose one of the following two (2) options:
1. Employees on maternity leave may access sick leave in accordance with Article 6; or
 2. receive a maternity/legal adoption/parental leave SUB plan payment equal to ninety-five percent (95%) of regular salary for the two (2) week period.
 - For full-time Employees the payment is ninety-five percent (95%) of their bi-weekly salary rate in effect immediately prior to the commencement of the Definite Leave of Absence for maternity/paternity/legal adoption/parental leave.
 - For all other Employees the full-time Employee calculation will be pro-rated by the proportion of full-time regular hours paid during the twenty-six (26) full pay periods preceding the leave (or the period of active employment if less than twenty-six (26) full pay periods).
- b) For the remaining (15) weeks of Employment Insurance maternity/parental leave benefits Employees will receive a maternity/legal adoption/parental leave SUB program payment from the Employer equal to the difference between ninety-five percent (95%) of regular salary (as calculated in a) above) and the gross Employment Insurance Benefit.
- c) The Employee must have worked for the Employer twenty (20) weeks in the fifty-two (52) week period immediately preceding the day the leave of absence is commenced to be eligible for the SUB Plan benefit.

- 7.10 General Leave. An Employee may request a leave of absence without pay and without loss of seniority when **they** request in writing such leave for good and sufficient cause. Such requests are subject to approval by the Employer and shall not exceed one (1) year. Such requests will not be unreasonably denied.
- 7.11 Earned Vacation and Sick Leave on Death. If an Employee who has been granted more vacation or sick leave with pay than **they have** earned dies, the Employee is considered to have earned the amount of leave with pay granted.
- 7.12 Earned Sick Leave on Termination. When the employment of an Employee who has been granted more sick leave with pay than **they have** earned is terminated or laid-off by the Employer, **they are** considered to have earned the amount of leave with pay granted to **them**.
- 7.13 Paid Jury or Court Witness Duty Leave. The Employer shall grant leave of absence without loss of seniority or benefits under the terms of this Agreement to an Employee who serves as juror or witness in any court or who is required by subpoena to attend a court of law or coroner's inquest. The Employee must turn over any witness or jury fees to the Department of Finance, excluding payment for traveling, meals or other expenses. The Employee will present proof of service and the amount received. Time spent by an Employee required to appear before any government body, or who is subpoenaed to attend a coroner's inquest or is required to serve as a court witness in any manner arising out of **their** employment shall be considered as time worked at the appropriate rate of pay.

ARTICLE 8 – EDUCATION LEAVE AND EXAMINATIONS

- 8.1 Sabbatical. The Employer agrees that it is to the mutual benefit of the Employer and the Employee to improve the educational standards of the workforce. Accordingly, the Employer agrees that Employees with three (3) years employment, who wish to further their education, may be permitted up to one (1) year of education leave. A request for education leave shall not be unreasonably requested or unreasonably denied. Any benefits based on service and seniority shall be retained but not accumulated. Upon return to work, the Employee shall be placed in a position equivalent to that which **the Employee** held prior to the education leave.
- 8.2 Employer Sponsored
- 8.2.1 When the Employer requests a permanent Employee to attend a course related to public policy education or job skills, the Employer will pay one hundred (100) percent of the cost upon registration and travel expenses as outlined in Article 22.
- 8.2.2 In the event a permanent Employee attends an educational course as specified above, and that day is other than a normal working day, then a compensating day off with pay shall be granted and taken by the Employee immediately preceding or succeeding the day of the attendance of such course or at such other time as is mutually-agreed upon between the Employer and the Employee.
- 8.2.3 The Employer further agrees that where such leave as outlined above is granted during normal working hours, the leave shall be without loss of wages or benefits.
- 8.2.4 Employee requested. The Employer agrees that a leave of absence with pay shall be granted to members of the bargaining unit who submit a request to attend an Employee development educational program(s) which is agreed to be relevant to work and the Employer is reasonably able to comply.

8.3 Examinations

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

8.4 Education Reimbursement

- 8.4.1** The Employer agrees to reimburse the actual costs of pre-approved training or education to a maximum of fifteen hundred dollars (\$1,500) per fiscal year. This may include courses during or outside scheduled hours of work. Approval shall not be unreasonably withheld.

ARTICLE 9 – SENIORITY

- 9.1 Seniority Defined. Seniority is defined as the length of an Employee's accumulated service with any Saskatchewan New Democratic Party Caucus Member. Seniority may be lost in the event that an Employee voluntarily resigns a position, is on layoff for more than two (2) years or is terminated for just cause. Notwithstanding the above, an Employee who resigns a position to raise a dependant child and is re-employed into a vacancy by the Employer with two (2) years, shall have **their** seniority reinstated upon re-employment.
- 9.2 Seniority Accumulation. Seniority shall accumulate on the basis of time actually worked, exclusive of overtime, but inclusive of:
- 9.2.1 Sick leave/disability leave
 - 9.2.2 Workers' Compensation leave
 - 9.2.3 Maternity/paternity leave
 - 9.2.4 Paid educational leave
 - 9.2.5 Annual vacations
 - 9.2.6 Bereavement leave
 - 9.2.7 Witness duty leave
 - 9.2.8 Unpaid leaves of absence, for any other reason, of sixty (60) days or less
 - 9.2.9 Layoff of thirty (30) days or less
- 9.3 Seniority Maintained. Seniority shall be maintained but shall not accrue during the following:
- 9.3.1 Unpaid leave of absence in excess of sixty (60) days
 - 9.3.2 Unpaid educational leaves
 - 9.3.3 Layoffs of twelve (12) months or less
- 9.4 Seniority Terminated. Seniority shall be terminated only in the following circumstances:
- 9.4.1 Termination for just cause
 - 9.4.2 Retirement
 - 9.4.3 Resignation
 - 9.4.4 Failure to return from layoff within fifteen (15) days of notice of recall, without reasonable justification
 - 9.4.5 Failure to return to work following an approved leave of absence, without reasonable justification
 - 9.4.6 Layoff in excess of twelve (12) months

- 9.5 Seniority Lists. The Employer(s) shall provide a list showing the current classifications and the date upon which each Employee's service commenced. Where two (2) or more Employees commence work on the same day, seniority preference shall be in accordance with the date of application. An up-to-date seniority list shall be sent to the Union in January of each year.

ARTICLE 10 – PROBATION

- 10.1 Probationary period shall be a predetermined designated period commencing the first day of employment or voluntary transfer of Employees during which the Employer has the opportunity to assess the adequacy of the Employee's ability and work performance in fulfilling the requirements of the assigned position.
- 10.2 The length of the probationary period for each classification shall be one hundred and eighty (180) calendar days with no extensions.
- 10.3 When a temporary Employee is placed in a permanent position, the probationary period will have been deemed to have started at the commencement of employment in the temporary position.
- 10.4 On the successful completion of the initial probationary period an Employee shall be regarded as a permanent Employee.**

ARTICLE 11 – STAFF CHANGES AND VACANCIES

- 11.1 Where there is a vacancy as a result of an election victory in an incumbent NDP seat, the following shall apply:
- 11.1.1 The incumbent Constituency Assistant shall be interviewed for the position and if qualified hired. A probationary period of ninety (90) days shall apply.
- 11.1.2 Where the position of Constituency Assistant is not filled by the incumbent the position shall be posted in accordance with Article 11.2.
- 11.1.3 The position shall be filled based on meeting the qualifications of the posting.
- 11.2 Where a vacancy exists and the Employer intends to hire from outside the Constituency it shall be by way of the following:
- 11.2.1 Limited Competition. A job posting will be submitted to the NDP Caucus Office. The posting will be circulated to all Constituency Assistants who shall have preference.
- 11.2.2 Open Competition. Upon failure to fill the vacancy through a limited competition, the Employer may proceed with an open competition to fill the vacancy.
- 11.3 The MLA shall use a standard job posting form which will include "The NDP is an Employment Equity Employer". Such notice shall include the nature of the position, qualifications, required knowledge and education, skills, hours of work, wage or salary rate. All postings shall be open for fourteen (14) days or by mutual agreement between the parties.
- 11.4 Vacancies shall be filled on the basis of possessing the necessary skill, ability, education, experience and qualifications to meet the Constituency Assistant job description.
- 11.5 Where there is a vacancy in an MLA's office, special consideration shall be given to promotion from within the office where the vacancy occurs.

- 11.6 The Union shall be notified in writing of all vacancies, appointments, hirings, layoffs, transfers, recalls and terminations of employment within the bargaining unit.

ARTICLE 12 – LAYOFF AND RECALL

- 12.1 Definition of Layoff. A layoff shall be defined as a reduction in the workforce or a reduction in the regular hours of work as defined in this Agreement.
- 12.2 Notice of Layoff
- 12.2.1 Notice of Layoff – Non-Writ. Employees shall receive fifteen (15) days notice unless legislation requires more notice of layoff. If the Employee has not had the opportunity to work the days as provided in this article, **the Employee** shall be paid for the days on which work was not made available.
- 12.2.2 Notice of Layoff – Writ. In the event of a writ layoff the notification period as set out in the Dissolution Guidelines of the legislative Assembly of Saskatchewan apply.
- 12.2.3 During an election writ period a Constituency Assistant shall be considered to be laid off pending recall or termination.
- 12.3 Role of Seniority in Layoffs. Seniority may be used by an Employee to maintain job security, in the event of layoff from **their** position as follows:
- 12.3.1 Permanent Employees. Subject to qualifications being sufficient to perform the work, a permanent Employee may displace:
- a) a less senior permanent Employee in a position for which the Employee is qualified;
 - b) a temporary Employee in a position for which the Employee is qualified.
- 12.3.2 Temporary Employees. Subject to qualifications being sufficient to perform the work, a temporary Employee may displace a less senior temporary Employee in a position for which the Employee is qualified.
- 12.4 Recall Procedures – Writ Layoff
- 12.4.1 Employees will immediately be recalled to work when a MLA is re-elected.
- 12.4.2 Employees will be recalled to work upon layoff in order of seniority.
- 12.5 Recall Procedures – Non-Writ Layoff
- 12.5.1 Employees shall be recalled in order of their seniority to the position from which they were laid off.
- 12.6 Notification. In accordance with Article 11, Employees on layoff shall be notified by the Employer of all new positions and all vacancies.
- 12.7 Information. An Employee on layoff shall, at all times, keep the Employer informed of **their** current address and phone number.

- 12.8 Positions Available. The Employer shall facilitate the exercise of seniority rights on layoff by advising the Employees of the positions to which **they are** entitled to displace.
- 12.9 Grievance on Layoffs and Recalls. Grievances concerning layoffs and recalls shall be initiated at Step two (2) of the Grievance Procedure by the Union within twenty-one (21) days.

ARTICLE 13 – JOB SECURITY

- 13.1 Contracting Out. The Employers agree not to perform in-scope work on an ongoing basis or to subcontract or lease any work which would ordinarily be performed by the Employees in the bargaining unit where such contracting out will result in a reduction of work hours or layoffs or to maintain a vacancy. Special projects may be considered upon mutual agreement of the parties.
- 13.2 Volunteer Assistance. The Union recognizes the need for and agrees to the use of volunteer assistance during peak load periods. Under no circumstances will this result in a reduction of the regular hours of work, or layoff, or termination, of Employees covered by this Agreement. **Volunteers will not perform confidential duties or perform casework.**

ARTICLE 14 – FAIR EMPLOYMENT AND EQUAL PAY FOR EQUAL WORK

- 14.1 Hiring Practice. The Employer and the Union agree that where an Employee has the necessary qualifications and/or has proven **their** ability to handle the work, there shall be no discrimination in hiring, promoting or paying any Employee. In particular, there shall be no discrimination because of the race, creed, religion, colour, sex, sexual orientation, family status, marital status, disability, nationality, ancestry or place of origin of that person or class of persons or of any other person or class of persons or the receipt of public assistance by any person or any class of persons.

ARTICLE 15 – RESIGNATIONS

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

ARTICLE 16 – DISCHARGE, SUSPENSION AND DISCIPLINE

- 16.1 Principle of Innocence. Both parties agree that an Employee is considered innocent until proven guilty. Therefore, in the event the Employer initiates a disciplinary action against an Employee which may result in the suspension or discharge of the Employee, the following procedure shall be followed.
- 16.2 Discipline Procedure
- 16.2.1 The Employee shall be notified in writing by the Employer, with full disclosure of the reasons, grounds for action, and/or penalty, with a copy to the Union Representative.
- 16.2.2 If an Employee feels the Action or Penalty is unjust such Employee will file a grievance within five (5) working days.

- 16.3 Burden of Proof. In cases of discharge and/or discipline, the burden of proof of just cause shall rest with the Employer. In the subsequent grievance proceedings or arbitration hearing, evidence shall be limited to the grounds stated in the discharge or discipline notice to the Employee.
- 16.4 Warning. Whenever the Employer or **their** authorized agent deems it necessary to censure an Employee, in a manner indicating that dismissal or discipline may follow any further infraction or may follow if such Employee fails to bring **their** work up to a required standard by a given date, the Employer shall, within ten (10) days thereafter, give written particulars of such censure to the Union and the Employee.
- 16.5 Designation of Supervisor. Every Employee shall be notified of the name of **their** immediate designated supervisor.
- 16.6 Picket Lines
- 16.6.1 Cross of Picket Lines During Strike. An Employee covered by this Agreement shall have the right to refuse to cross a picket line or refuse to do the work of striking or locked-out Employees, or refuse to handle goods from an Employer where a strike or lockout is in effect. Failure to cross such a picket line or to perform the work of striking or locked-out Employees or to handle goods from an Employer where a strike or lockout is in effect by a member of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action, or loss of wages for the period involved.
- 16.6.2 Picketing of a Constituency Office. In the case of a picket line at a Constituency Office, the Employee shall contact their representative to determine the status of the picket line. A legal strike line shall be respected as per Article 16.6.1. In the case of an informational picket line, the Constituency Assistant(s) shall gather all information available to be transmitted to the Employer and resume the normal workday.
- 16.7 Political Action. Recognizing participation is on a voluntary basis, no Employee shall be disciplined for participation in any political action(s) called for by the Canadian Labour Congress, its affiliates, or subordinate bodies, however, deduction of Employee's wages shall not be considered discipline.
- 16.7.1 No Employee can be terminated or disciplined for political activities related to the Saskatchewan New Democratic Party.
- 16.8 Right to Have Union Representative Present
- 16.8.1 An Employee shall have the right to have **their** Union Representative present at any discussion with the Employer which the Employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an Employee for disciplinary purposes, the supervisor shall so notify the Employee in advance of the purpose of the interview in order that the Employee may contact **their** Union Representative to be present at the interview.
- 16.8.2 A Union Representative shall have the right to consult with a Union Officer or Representative and to have **them** present at any discussion with the Employer which might be the basis of disciplinary action.

ARTICLE 17 – GRIEVANCE PROCEDURE

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

ARTICLE 18 – ARBITRATION

- 18.1 Single Arbitrator. The parties shall first attempt to agree to a single Arbitrator.
- 18.2 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.

- 18.3 Failure to Appoint. If the party receiving the notice fails to appoint an Arbitrator, or if the two (2) appointees fail to agree upon a chairperson within seven (7) days of their appointment, the appointment shall be made by the President of the New Democratic Party of Saskatchewan.
- 18.4 Procedure
- 18.4.1 In resolving disputes, the Arbitrator shall have regard to the real substance of the matters in dispute and the respective merits of the positions of the parties, and shall apply principles consistent with the Trade Union Act and not be bound by a strict legal interpretation of the issue in dispute.
- 18.4.2 The Arbitrator shall have the power to receive and accept evidence and information on oath, affidavit, or otherwise as in its discretion it considers proper, whether or not the evidence is admissible in a court of law.
- 18.4.3 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.
- 18.5 Decision of the Arbitrator. The decision of the Arbitrator shall be final, binding and enforceable on all parties, and may not be changed. The Arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions or make any decision contrary to the provisions of this Agreement. However, the Arbitrator shall have the power to amend a grievance, modify penalties or dispose of a grievance by any arrangement which it deems just and equitable.
- 18.6 Disagreement on Decision. Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to reconvene to clarify the decision.
- 18.7 Expenses of the Arbitrator. Each party shall pay one-half (1/2) of the fees and expenses of the Arbitrator.
- 18.8 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.
- 18.9 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.
- 18.10 Access. All reasonable arrangements shall be made to permit the conferring parties or Arbitrator to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 19 – LABOUR-MANAGEMENT RELATIONS

- 19.1 Representatives
- 19.1.1 The Employer(s) shall not bargain with or enter into any agreement with an Employee or group of Employees in the Bargaining Unit. No Employee or group of Employees shall undertake to represent the Union at meetings with the Employer(s) without the proper authorization of the Union. In representing an Employee or group of Employees, an elected or appointed representative of the Union shall be the spokesperson.

- 19.1.2 In order that this may be carried out, the Union will supply the Employers' representative with the names of its Officers. Likewise, the Employers shall supply the Union with a list of its representatives with whom the Union may be required to transact business.
- 19.2 Union Accommodations. In order that the Union can properly represent the Employees in labour-management relations, the Employer shall provide the Union with meeting accommodations on the premises.
- 19.3 Labour-Management Committee/Health and Safety
- 19.3.1 The Labour-Management Committee shall be a permanent joint committee of the two parties. The Union and the Employers shall each be represented by a minimum of three (3) members to serve on a Labour-Management Committee. This Committee shall meet to attempt to resolve any problems that might arise and that might be foreseen. This Committee shall meet at the request of either party.
- 19.3.2 This Committee, however, shall not make any decisions that are binding on the Union as a whole without the approval of the Union, or on the Employers, without the approval of the Caucus. It shall not violate or change this Agreement in any way. Union Members shall not be required to assume Management responsibilities in the enforcement of any rules and regulations.

ARTICLE 20 – HEALTH AND SAFETY

- 20.1 Cooperation on Safety. The Union and the Employer shall cooperate in promoting and improving rules and practices which promote an occupational environment which will enhance the well-being of Employees and which will provide protection from factors adverse to Employee health and safety. There shall be no discrimination, no penalty, no intimidation and no coercion when Employees comply with this Health and Safety Article.
- 20.2 Compliance with Health and Safety Legislation. The Employer shall comply with all applicable federal, provincial and municipal health and safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice to be improved upon by agreement of the Union/Employer Health and Safety Committee or negotiations with the Union.

ARTICLE 21 – TECHNOLOGICAL CHANGE

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

ARTICLE 22 – WAGES AND ALLOWANCES

- 22.1 **Wages are set out in Appendix A attached to this agreement.**
- 22.1.1 **Full-time Employees shall be paid at the Constituency Assistant Level 3 pay schedule.**
- 22.1.2 **Part-time Employees shall be paid at the Constituency Assistant Level 2 pay schedule.**

- 22.1.3 Casual Employees shall be paid at the Constituency Assistant Level 1 pay schedule.
- 22.1.4 The Employer may hire up in the pay range or at a higher level on the basis of previous experience or employment with the NDP, or with additional education credentials to be paid at a rate not to exceed the maximum of the current Constituency Assistant.
- 22.1.5 Wage increases approved by the Board of Internal Economy through the directives shall be automatically applied to the wages.
- 22.1.6 Employees shall be entitled to move up in the pay range upon the satisfactory completion of their probationary period in accordance with Article 10.2 and yearly thereafter.
- 22.1.7 Employees with bi-weekly salaries above the range maximum shall be red circled until bi-weekly maximum exceeds their salary.
- 22.1.8 Employees with bi-weekly salaries at range maximum shall be moved to the new range maximum.
- 22.2 Pay Days. The Employer shall pay salaries in accordance with **Appendix A** – Salary Schedule as administered by the Legislative Assembly.
- 22.3 Deductions. The Employer may not make deductions from wages or salaries unless authorized by statute, court order, arbitration order, or by this Agreement. Overpayment shall only be recoverable by the Employer where such recovery would be reasonable or fair.
- 22.4 Higher Paying Position. An Employee assigned, promoted or reclassified in accordance with the Collective Agreement to a higher-paying position carrying a salary range shall be placed in an experience grade in the new classification which is next higher than the Employee's previous rate. The date of promotion to the new classification shall become the anniversary date for application of the salary progression.
- 22.5 Temporary Performance of Higher Duty
- 22.5.1 When an Employee temporarily relieves in, or performs after one **(1)** full day, the principle duties temporarily, of a higher paying position for which a salary range has been established, **the Employee** shall receive the next higher step or a minimum of ten (10) percent, whichever is greater but in no event shall the increase be greater than the salary of the person replaced.
- 22.5.2 Where the higher position is outside the bargaining unit the Employee shall receive the rate of pay for the position filled but in any event the increase shall not be less than ten (10) percent; however, at no time shall the increase be greater than the salary of the person replaced.
- 22.5.3 The Employee shall be deemed to be covered by all provisions of this Collective Agreement, including check-off of Union dues, during the period of temporary transfer.
- 22.5.4 Temporary Performance of Higher Duty will be offered to Employees based on seniority, subject to the Employee possessing the skills and ability to perform the job function.

- 22.5.5 Temporary Performance of Higher Duty shall not exceed six (6) months in any twelve-(12) month period, unless the temporary Employee has been hired to replace an Employee on approved leave under provisions outlined in Article 7.9 in which case the temporary appointment may equal the period of the approved leave.
- 22.6 Performance of Lower Duties. When an Employee is assigned in accordance with the terms of this Collective Agreement to a position paying a lower rate, **their** rate shall not be reduced. However, should an Employee request such an assignment, then the lower rate of pay shall apply.
- 22.7 Expenses. In-town expenses including parking and mileage will be reasonably reimbursed if the expenses occurred during the performance of the job.
- 22.8 Car Allowance
- 22.8.1 Will be paid at the prevailing government rate.
- 22.8.2 Out-of-Town. For out-of-town assignments, there will be reimbursement for hotel, accommodation, plus meal allowance at prevailing government rates, as outlined in Directive #4.1.

ARTICLE 23 – JOB CLASSIFICATION AND RECLASSIFICATION

- 23.1 Job Description. The Employer agrees to draw up job descriptions for all positions for which the Union is bargaining agent. These descriptions shall be presented and discussed with the Union and shall become the recognized job descriptions unless the Union presents written objection within thirty (30) calendar days.
- 23.2 New Positions. Whenever a new class of position is created or a position is reclassified, the Employer and the Union agree to bargain collectively for its exclusion within the bargaining unit. The Union will have the opportunity to make representation and if included in the bargaining unit negotiate:
- 23.2.1 a probationary period;
- 23.2.2 the hours of work; and
- 23.2.3 the rate of pay.
- 23.3 Reclassification
- 23.3.1 Whenever a permanent Employee feels that **their** position is incorrectly classified, **they** may apply for a review of **their** duties by submitting it to the Employer, with a copy to the Union Office and to the chair of the bargaining unit. The Employer will audit the position and notify the Employee of the results within thirty (30) working days from the date the request for reclassification was received. The position will be reclassified if the majority of the duties being performed on an ongoing basis are of a higher level than those of the existing classification.
- 23.3.2 If a reclassification is not granted by the Employer, the matter may be resolved by using the grievance procedure.
- 23.3.3 If the position is reclassified as a result of the review, the position will be posted in the following manner:

- a) If the present incumbent possesses minimum qualifications for the position, the notice of posting will indicate that the position has been reclassified and that the present incumbent shall fill it. A more senior Employee may contest such a posting by submitting an application in accordance with Article 11 of the Collective Agreement within ten (10) days from date of posting, selection to be made in accordance with Article 11.
- b) If the present incumbent does not have the minimum qualifications for the position, then posting shall be in accordance with Article 11.

ARTICLE 24 – BENEFITS

- 24.1 Health and Wellness Benefits. The Employer shall provide an Employer-paid Health and Wellness Benefits package which will provide coverage for the broadest range of care with a minimum coverage equal to or better than that provided to the Employees of the Public Service Commission.
- 24.2 All Employees covered by this Collective Agreement shall receive a list of benefits that are covered by the provisions of this Collective Agreement. This shall be part of the hire on package given to all Employees.
- 24.3 Severance. Where the employment of an Employee is terminated, except for just cause or the result of resignation or where the termination is by mutual agreement, the following severance pay will be paid:

<u>Years of Seniority</u>	<u>Weeks of Pay</u>
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 eight	6
Eight or more	8

A week’s pay for the purpose of the Article is the rate of pay as shown in the Salary Schedule of this Agreement.

ARTICLE 25 – GENERAL CONDITIONS

- 25.1 Personal Rights. The rules, regulations and requirements of employment shall be limited to matters pertaining to the work requirements of the Employee and to matters pertaining to the status of the Employer as a political caucus. Employees shall not be required to do personal services.
- 25.2 Adverse Report
 - 25.2.1 The Employer shall notify an Employee in writing of any expression of dissatisfaction concerning **their** work within ten (10) working days of the event of the complaint, with copies to the Union. This notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of **their** record for use against **them** in regard to discharge, discipline, promotion, demotion, or any other related matters. This Article shall be applicable to any complaint or accusation which may be detrimental to an Employee’s advancement or standing with the Employer, whether or not it relates to **their** work. The Employee’s reply to such complaint, accusation or expression of dissatisfaction shall become part of **their** record.

- 25.2.2 The record of an Employee shall not be used against **them** at any time after twelve (12) months following a disciplinary action, including letters of reprimand or any adverse reports.
- 25.2.3 In cases involving gross misconduct justifying suspension or discharge, the provisions of Article 25.2.2 of this Article, shall not apply.
- 25.2.4 Failure to grieve previous discipline, or to pursue such a grievance to arbitration, shall not be considered an admission that such discipline was justified.
- 25.3 Personnel Records
- 25.3.1 Upon reasonable notice to and in the presence of the Employer, an Employee shall have the right to have access to and review **their** personnel record.
- 25.3.2 No evidence from the Employee's record may be introduced as evidence in any hearing of which the Employee was not aware at the time of filing.
- 25.3.3 An Employee shall have the right to make copies of any material contained in **their** personnel record.
- 25.3.4 The personnel records of an Employee, or former Employee, shall not be shared in any manner with any other Employee or agency, without the prior written consent of the Employee concerned.
- 25.4 Letter of Reference. On termination of employment for any reason, the Employer shall provide a letter of reference on request indicating the length of time that the Employee worked for the MLA and a summary of overall performance.
- 25.5 Access to Information. The Employer shall provide open access to all information provided by the Union to its members.
- 25.6 Present Conditions and Privileges. The Employer agrees that existing privileges not covered by this Agreement, and which do not conflict with the terms or principles of the Agreement, will not be withdrawn or altered during the term of this Agreement without good cause. The Employer will negotiate with the Union prior to any contemplated change.
- 25.7 Continuation of Acquired Rights. All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate or disallow any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence.
- 25.8 Outside Employment. The Employer shall be notified of any outside employment by the Employee, verbally or in writing, prior to the start of such employment or as soon as reasonably possible.
- 25.9 Office Closure. When an MLA resigns, passes away or is defeated in an election or by-election the Constituency Assistant shall be allowed up to seven (7) working days with pay in order to close the office.

ARTICLE 26 – HARASSMENT

- 26.1 The Union and the Employer recognize the importance of maintaining a work environment that is free of harassment and will work jointly to achieve that goal.
- 26.2 Harassment is defined as any unwelcome or unwanted action by any person against another. “Unwelcome” or “unwanted” in this context means any actions which the harasser knows, or reasonably should know, are not desired by the victim of the harassment.
- 26.3 Harassment may take various forms. Sexual harassment, racial harassment and personal harassment are the most common. Harassment can be perpetrated by the display of material of any offensive nature on a single or repeated basis which humiliates, degrades, insults, threatens or intimidates. Harassment may involve a series of incidents over a period of time. Harassment is not:
- 26.3.1 bona fide work-related interaction such as work assignment, performance feedback, counselling or disciplinary action, or
 - 26.3.2 normal social contact between people based upon a position of equality or mutual consent.
- 26.4 Harassment is grounds for discipline. The nature of the disciplinary action will depend on the gravity of the misconduct and any mitigating circumstances.
- 26.5 In the case of an alleged harassment, the individual being harassed has the right to:
- 26.5.1 a joint investigation involving the Employer and the Union upon request.
 - 26.5.2 discontinued contact with the alleged harasser during the investigation.
- 26.6 An Employee who believes **they have** been the subject of harassment has a responsibility to make an objection clearly known to the alleged offender. Complaints of harassment that cannot be resolved by the parties directly involved, can be dealt with in the following manner:
- 26.6.1 The Employee(s) can refer the complaint directly to the Employer and/or the Union Representative.
 - 26.6.2 All complaints shall be supplied concurrently to the Employer and the Union and will be handled as quickly as possible.
 - 26.6.3 The Employee may take such steps as are necessary to immediately resolve outside harassment without disciplinary action.
- 26.7 Complaints will be handled in accordance with a mutually-agreed upon complaint mechanism.
- 26.8 Nothing in this Article shall limit the Employee’s right to access the grievance procedure.

ARTICLE 27 – PENSION

- 27.1 It is agreed that the Employer and the Employee shall contribute a percentage amount of the Employee’s monthly salary into the Public Employee’s Superannuation Plan.

- 27.2 It is agreed that the Employer shall contribute at a rate **as directed by the Board of Internal Economy**.
- 27.3 It is agreed that the Employee shall contribute at the rate of five (5) percent of the Employee's monthly salary.

ARTICLE 28 – WORKERS' COMPENSATION

- 28.1 All Employees shall be covered by the Workers' Compensation Act. No Employee shall have **their** employment terminated as a result of absence from work with a compensable accident.
- 28.2 When an Employee is injured in the performance of **their** duties during working hours, **they** must report such injury to the Employer immediately or as soon as it is possible to do so.

ARTICLE 29 – EMPLOYEE AND FAMILY ASSISTANCE PLAN

- 29.1 Employee and Family Assistance Plan. 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.
- 29.2 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.

ARTICLE 30 – TERM OF CONTRACT

- 30.1 Duration. This Agreement shall be effective from **April 1, 2006 to March 31, 2009**.
- 30.2 Changes in Agreement. Any changes deemed necessary to this Agreement may be made by mutual agreement at any time during the existence of this Agreement.
- 30.3 Notice. Either party may, not less than thirty (30) days nor more than sixty (60) days prior to the termination date, give notice in writing to the other party that they wish to terminate this Agreement or to negotiate a revision.
- 30.4 Commencement. Such notice having been given, negotiations shall commence as soon as possible, but in any event not later than two (2) weeks prior to the expiry date of the Agreement.
- 30.5 Provisions to Apply. Where notice to amend the Agreement is given, the provisions of this Agreement shall continue in force until a new Agreement is signed or the right to strike accrues, whichever occurs first. If negotiations extend beyond the termination of the Agreement, any revision in terms mutually-agreed upon shall apply retroactively to that date, unless otherwise specified.
- 30.6 At the first meeting the Union shall submit its written proposals to the Employer and the Employer shall then immediately submit its written proposals to the Union. No further proposals may be entertained except by mutual agreement.

For: THE SASKATCHEWAN NEW DEMOCRATIC PARTY CAUCUS



Lee L. Schultz
Chief of Staff



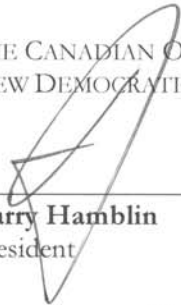
Kevin Yates
Member of the Legislative Assembly



Frank Quennell
Member of the Legislative Assembly; Caucus Chair

Date: December 9, 2008.

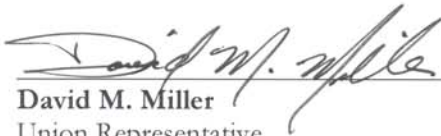
For: THE CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION (COPE), LOCAL 397, FOR THE
NEW DEMOCRATIC PARTY CONSTITUENCY ASSISTANTS



Garry Hamblin
President



Jeff Eggen
Secretary-Treasurer



David M. Miller
Union Representative



April Anderson
Negotiating Committee



Stacey Landin
Negotiating Committee

Date: December 9, 2008.

APPENDIX A – SALARY SCHEDULE

EFFECTIVE – APRIL 1, 2008

CONSTITUENCY ASSISTANT LEVEL 1 – CASUAL

	<u>Bi-weekly</u> *	<u>Hourly</u>
Step 1	\$ 1,143.12	\$ 15.877
Step 2	\$ 1,295.53	\$ 17.994

* Bi-weekly rates presume a full work period.

CONSTITUENCY ASSISTANT LEVEL 2 – PART-TIME

	<u>Bi-weekly</u> *	<u>Hourly</u>
Step 1	\$ 1,143.12	\$ 15.877
Step 2	\$ 1,295.53	\$ 17.994
Step 3	\$ 1,447.96	\$ 20.111

* Bi-weekly rates presume a full work period.

CONSTITUENCY ASSISTANT LEVEL 3 – FULL-TIME

	<u>Bi-weekly</u> *	<u>Hourly</u>
Step 1	\$ 1,600.37	\$ 22.227
Step 2	\$ 1,752.79	\$ 24.344
Step 3	\$ 1,910.60	\$ 26.536

* Bi-weekly rates reflect a full work period.

LETTER OF UNDERSTANDING NO. 1

RE: CLASSIFICATION REVIEW

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

Negotiations shall include but not be limited to placement of incumbents, implementation of salaries and adjustments, and job duties.

Colleen Malley
On Behalf of the Union

November 12, 2002

Jim Fodey
On Behalf of the Employer

November 29, 2002

LETTER OF UNDERSTANDING NO. 2

RE: BARGAINING COMMITTEE EXPENSES

The Employer agrees to compensate for all lost-time wages and benefits with respect to the bargaining of this Collective Bargaining Agreement.

This Letter does not prejudice either party from submitting proposals at subsequent bargaining.

David M. Miller
On Behalf of the Union

May 3, 2006

Jim Fodey
On Behalf of the Employer

May 3, 2006

INDEX

A

Access to Information.....	21
Accumulation of Sick Leave.....	7
Adverse Report.....	20
Appendix A – Salary Schedule.....	25
Arbitration – Article 18.....	15
Arbitrations – Access.....	16
Arbitrations – Amending of Time Limits.....	16
Arbitrations – Composition of Board of Arbitration.....	15
Arbitrations – Decision of the Arbitrator.....	16
Arbitrations – Disagreement on Decision.....	16
Arbitrations – Expenses of the Arbitrator.....	16
Arbitrations – Failure to Appoint.....	16
Arbitrations – Procedure.....	16
Arbitrations – Single Arbitrator.....	15

B

Bargaining Unit Defined.....	2
Bargaining Unit Recognition.....	2
Benefits – Article 24.....	20
Benefits – Health and Wellness.....	20
Burden of Proof.....	14

C

Car Allowance.....	19
Changes in Agreement.....	3, 23
Commencement.....	23
Compensation for Holidays Falling Within Vacation Schedule.....	5
Competition – Limited.....	11
Competition – Open.....	11
Compliance with Health and Safety Legislation.....	17
Composition of Board of Arbitration.....	15
Continuation of Acquired Rights.....	21
Contracting Out.....	13
Cooperation on Safety.....	17
Correspondence.....	3
Cross of Picket Lines During Strike.....	14

D

Deduction from Sick Leave.....	6
Deductions.....	18
Designation of Supervisor.....	14
Discharge, Suspension and Discipline – Article 16.....	13
Discipline Procedure.....	13
Drawing on Future Sick Leave Credits.....	7
Dues.....	3
Duration.....	23

E

Earned Sick Leave on Termination.....	9
Earned Vacation and Sick Leave on Death.....	9
Earning Sick Leave.....	6
Education Leave and Examinations – Article 8.....	9
Education Reimbursement.....	10
Employee and Family Assistance Plan – Article 29.....	23
Employers Bargaining Agent.....	2
Examinations.....	10

Exceeding the Sick Leave Benefits	7
Exceptional Leave of Absence during Vacation	5
Expenses.....	19

F

Failure to Appoint.....	16
Fair Employment and Equal Pay for Equal Work – Article 14.....	13

G

General Conditions – Article 25.....	20
General Leave.....	9
Grievance – Extensions	15
Grievance – Notice of Intent.....	15
Grievance – Procedure.....	15
Grievance – Step One	15
Grievance – Step Three.....	15
Grievance – Step Two.....	15
Grievance Defined.....	15
Grievance on Layoffs and Recalls	13
Grievance Procedure – Article 17.....	15
Grievances – Documentation	15
Grievances – Employer May Institute	15
Grievances – Union May Institute	15

H

Harassment – Article 26.....	22
Harassment is grounds for discipline.....	22
Health and Safety – Article 20.....	17
Health and Wellness Benefits.....	20
Higher Paying Position.....	18
Hiring Practice	13
Hours of Work – Article 3.....	4

I

Illness During Vacation Leave	6
Index	28
Information – Layoff.....	12

J

Job Classification and Reclassification – Article 23	19
Job Description	19
Job Security – Article 13.....	13
Jury or Court Witness Duty Leave	9

L

Labour-Management Committee/Health and Safety	17
Labour-Management Relations – Article 19	16
Labour-Management Relations – Representatives.....	16
Labour-Management Relations - Union Accommodations.....	17
Layoff – Definition	12
Layoff – Information.....	12
Layoff – Notice	12
Layoff – Notification.....	12
Layoff - Positions Available.....	13
Layoff and Recall – Article 12.....	12
Layoffs – Permanent Employees.....	12
Layoffs – Role of Seniority in Layoffs	12
Layoffs – Temporary Employees	12
Leave - Employee requested.....	9
Leave – Employer Sponsored.....	9
Leave of Absence – Article 7	7

Leave of Absence – Union Functions	7
Leave of Absence for Full-Time Union or Public Office	7
Length of Maternity Leave	7
Length of Vacation	5
Letter of Reference	21
Letter of Understanding No. 1 – Re: Classification Review.....	26
Letter of Understanding No. 2 – Re: Bargaining Committee Expenses	27
Limited Competition	11

M

Maternity Pay	8
Membership	3
Minimum Vacation	5

N

New Employees	3
New Employers.....	3
New Positions.....	19
Notice.....	13
Notice - Term of Contract.....	23
Notice of Layoff.....	12
Notice of Layoff – Non-Writ.....	12
Notice of Layoff – Writ	12
Notification	12

O

Office Closure.....	21
Open Competition.....	11
Outside Employment.....	21

P

Paid Holidays	4
Paid Holidays – Article 4.....	4
Paid Holidays - Religious Purposes	5
Paid Holidays - Saturday or Sunday	4
Paternity Leave	8
Pay Days	18
Pay during Leave of Absence for Union Work or Convention.....	7
Pension – Article 27.....	22
Performance of Lower Duties.....	19
Personal Family Leave.....	6
Personal Rights	20
Personnel Records	21
Picket Lines	14
Picketing of a Constituency Office.....	14
Political Action	14
Positions Available.....	13
Preference in Vacations.....	5
Present Conditions and Privileges	21
Pressing Necessity.....	6
Principle of Innocence	13
Probation – Article 10	11
Procedure Upon Return from Maternity Leave	8
Progressive Discipline	15
Proof of Illness	6
Protection during Maternity	7
Provisions to Apply	23
Purpose of Agreement	2

R

Recall Procedures – Non-Writ Layoff	12
Recall Procedures – Writ Layoff.....	12

Reclassification	19
Recognition. Rights of the Employer	3
Reporting Sickness	6
Representation	2
Resignations – Article 15	13
Resignations – Notice	13
Right to Have Union Representative Present	14
Role of Seniority in Layoffs	12

S

Sabbatical	9
Salary Schedule – Appendix A	25
Scope – Article 1	2
Seniority – Article 9	10
Seniority Accumulation	10
Seniority Defined	10
Seniority Lists	11
Seniority Maintained	10
Seniority Terminated	10
Severance	20
Sick Leave Defined	6
Sick Leave Provisions – Article 6	6
Sick Leave Records	7
Single Arbitrator	15
Staff Changes and Vacancies – Article 11	11
Supplemental Unemployment Insurance (SUB) Plan	8

T

Technological Change – Article 21	17
Temporary Performance of Higher Duty	18
Term of Contract – Article 30	23

U

Unbroken Vacation Period	5
Union Security – Article 2	3
Union Shop	3

V

Vacation Carry-over	5
Vacation Pay on Termination	5
Vacation Pay-out	5
Vacations – Article 5	5
Volunteer Assistance	13

W

Wages	17
Wages and Allowances – Article 22	17
Warning	14
Witnesses	16
Workers' Compensation – Article 28	23
Workforce	17