

# COLLECTIVE BARGAINING AGREEMENT

COPE Local 397  
for the Saskatchewan NDP Constituency Assistants  
~ and ~  
Saskatchewan New Democratic Party Caucus  
April 1, 2015 – March 31, 2018

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

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

## **ARTICLE 2 – UNION SECURITY**

- 2.1 Membership. The Employers agree that every Employee who is now or hereafter becomes a member of the Union shall maintain membership in the Union as a condition of employment, and every new Employee whose employment commences hereafter shall, within thirty (30) days after the commencement of employment, apply for and maintain membership in the Union as a condition of employment.
- 2.2 Dues. The Employers agree to authorize the deduction of Union fees, dues and assessments, once each month and to transmit the monies collected to the Financial Secretary of the Union.
- 2.3 Union Shop. The Employers agree to acquaint potential Employees with the fact that a Union agreement is in effect, and with the condition of employment set out in the Articles dealing with Union Security and Dues Check-off.
- 2.4 New Employees. On commencing employment, the Employer shall have the Employee sign a COPE Local 397 application for membership card. The Employer shall also make available to the Employee the name of their Union Representative. An Officer of the Union or Representative shall be given an opportunity to orientate each new Employee within regular working hours or by teleconference, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new Employee with the benefits and duties of Union Membership and their responsibilities and obligations to the Employer and the Union.
- 2.5 New Employers. On commencement of Term of Office, the 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 MLA's shall employ at minimum, the equivalent to a full-time Constituency Assistant. Where the full-time Constituency Assistant position is shared, the Constituency Assistant Level 3 – Full Time Salary Schedule shall apply. Any adjustments to full-time hours of work must be mutually agreed to between the Employer and the Union. Mutual agreement will not be unduly withheld.

- 3.2 Full-time Employees shall work a thirty-six (36) hour work week scheduled at the local level within the following parameters:
- 3.2.1 The Employer recognizes an Employees right to be remunerated for hours in excess of seven point two (7.2) hours in a day or thirty-six (36) hours in a week.
- a) Full-time Employees shall be allowed to bank hours worked in excess of seventy-two (72) hours bi-weekly. Time off for banked hours shall be by mutual agreement at the local level.
- 3.2.2 An MLA will pay to an Employee who works more than the number of hours specified in Article 3.2.1 above at the rate of:
- a) One and one-half (1½) times their regular wage for 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) Where mutually agreed the Employer will allow the Employee to use banked days between Christmas Day and New Years Day inclusive. Usage of the banked days between Christmas Day and New Years Day will not be unreasonably denied.
- c) In the absence of a mutually-agreeable time, overtime pay shall be made after three (3) months.
- 3.2.3 Part-time Employees shall work less than thirty (30) hours per week. Work schedules for part-time Employees shall be established at the local level.
- a) Part-time Employees may work more than thirty (30) hours per week if covering for a full-time Constituency Assistant.
- b) Preference for available hours shall be given to part-time Employees.
- 3.2.4 Casual Employees and Summer Students shall work less than five hundred (500) hours per year. Casual Employees and Summer Students shall be scheduled at the local level.
- 3.3 Work schedules will be mutually-agreed upon between the Employee and the MLA or their designate at the local level. If agreement cannot be reached at the local level, the matter shall be referred to the Joint Labour-Management Committee for resolution.

## 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, Saskatchewan Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, **five (5) floating holidays to be used upon mutual agreement and not to be unreasonably denied (floating holidays shall be prorated based on months of service in the given year and cannot be carried forward past the end of each calendar year)** and any other day declared or proclaimed as a holiday by the Federal, Provincial or Municipal Government, plus the last four (4) working hours prior to Christmas Day.

- 4.2 Saturday or Sunday. In the event that any holiday mentioned in the preceding section occurs on a Saturday, Sunday, or scheduled day off, the preceding or next working day shall be considered the holiday.
- 4.3 Paid 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. Years of service to determine vacation entitlement shall include: the Legislative Assembly Service, the Government of Saskatchewan, any Board, Commission or Crown Corporation of the Government, Regional Health Authorities and Affiliates, Saskatchewan Association of Health Care Organizations (SAHO), Boards of Education in Saskatchewan, Saskatchewan School Board Association, Saskatchewan Universities, as follows:

<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 – 22 years	25 days per year or 2 ⅓ days per month
22 + 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 Pressing Necessity. Leave for pressing necessity is drawn from an Employee's sick leave balance and shall be used for emergent and/or compassionate situations and the Employee shall be entitled, after notifying their Employer and on agreement to use a maximum of five (5) accumulated sick days per year. Pressing necessity shall not be unreasonably denied.
- 6.5 Deduction from Sick Leave. A deduction shall be made from accumulated sick leave of all normal working days (exclusive of paid holidays) absent for sick leave.
- 6.6 Proof of Illness. For any illness in excess of five (5) 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.
- 6.7 6.7.1 Illness During Vacation Leave. An Employee whose vacation leave is interrupted by illness or injury that requires hospitalization or is under a doctor's care for a period of two (2) consecutive days or more shall, upon request, have such period of hospitalization charged against available sick leave credits. The Employee will be required to provide medical evidence of such confinement.
- 6.7.2 Notwithstanding the above, in exceptional instances an Employee may request that sick leave be substituted for vacation leave when the Employee is incapacitated due to illness during vacation leave. The Employee shall provide medical documentation to substantiate the request.
- 6.8 Exceeding the Sick Leave Benefits. An Employee leaving employment that has overdrawn their sick leave shall have deducted from any monies owing them by the Employer an amount calculated on the basis of the number of days sick leave overdrawn at the rate of salary on separation.

- 6.9 Drawing on Future Sick Leave Credits. The Employer may allow an Employee to draw on future sick leave credits to a maximum of fifteen (15) days. If the Employee terminates employment or retires, any overdrawn amount owing will be recovered.
- 6.10 Sick Leave Records. Immediately after the close of each fiscal year, the Employer shall advise each Employee in writing of the amount of sick leave accrued to their credit.
- 6.11 Accumulation of Sick Leave. The unused portion of an Employee's sick leave shall accrue for their future benefit.

## **ARTICLE 7 – LEAVE OF ABSENCE**

- 7.1 Union Functions. Upon written request to the Employer, an Employee elected or appointed to represent the Union at conventions or meetings of the Union and its affiliates shall be allowed leave of absence without pay and without loss of benefits in order to attend the convention or meeting. No more than 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 Parental 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 their 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 Compassionate Care Leave
- 7.9.1 An Employee who intends on applying for Employment Insurance compassionate care leave benefits must advise the Employer at the time of application.
- 7.9.2 An Employee who has been approved for the compassionate leave benefit under the Employment Insurance program must notify the Employer in writing of their intent to commence such leave and provide documentation confirming such approval. Upon receipt of this information, the Employee shall be granted leave without pay for not more than eight (8) weeks within a twenty-six- (26) week period. Leave must be taken in one- (1) week blocks of time.
- 7.10 Supplemental Unemployment Insurance (SUB) Plan
- 7.10.1 The Employer agrees to provide to eligible Employee(s) a Supplementary Benefits plan that falls within regulations of Employment and Social Development Canada (ESDC). The objective of the Plan is to supplement Canada Employment Insurance Plan benefits received by Employees while on maternity, parental, adoption or compassionate care leave.
- 7.10.2 Employees on maternity leave/legal adoption/parental leave shall be paid a top-up of Employment Insurance Parental Leave Benefits to ninety-five percent (95%) of regular salary for up to seventeen (17) weeks. The seventeen (17) week period will include the Employment Insurance 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/legal adoption/parental leave.

- For all other Employees the full-time Employee calculation will be prorated by the proportion of full-time regular hours paid during the twenty-six (26) full pay periods preceding the leave (or the period of active employment if less than twenty-six (26) full pay periods).
- 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.

#### 7.10.3 Compassionate Care Leave

- (a) Following a minimum of one (1) year service, the Plan will cover the first two (2) weeks of an eligible Employees salary at one hundred per cent (100%). Following the two (2) week waiting period the Plan will top-up the Compassionate Care Employment Benefits to one hundred per cent (100%) of basic salary to a maximum of six (6) weeks within a twenty-six (26) week period.

7.11 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.

7.12 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.

7.13 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.

7.14 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.

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

7.15.1 Both parties recognize the importance of access to leave for the purpose of long-term care of a dependent or someone whom you have a legal responsibility for. Such leave will be scheduled in a manner which ensures continued service delivery.

7.15.2 An Employee shall be granted leave without pay for the long-term personal care of the Employee's dependent or someone whom the Employee has a legal responsibility for, in accordance with the following conditions:

- a) An Employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless because of an urgent or unforeseeable circumstance such notice cannot be given;
- b) Periods of Leave granted under this Article shall be for a minimum period of three (3) weeks to a maximum period of twenty-six (26) weeks;
- c) The total leave granted under this Article shall not exceed two (2) years during an Employee's total period of employment.

7.15.3 By mutual agreement an Employee who has proceeded on leave without pay may change their return to work date if such change does not result in additional costs to the Employer.

## **7.16 Bereavement/Funeral Leave**

7.16.1 An Employee shall be granted a minimum of five (5) regularly scheduled work days, without loss of pay or benefits, in the case of death or serious illness of the Employee's spouse or common-law spouse, parent, brother, sister, child, step-child, grandparent, grandchild, former guardian, ward, fiancée.

7.16.2 An Employee shall be granted a minimum of three (3) regularly scheduled consecutive work day's leave, without loss of pay or benefits, in the case of death or serious illness of the Employee's mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, great grandparent, spouse's grandparent, or any other relative or very close friend who has been residing in the same household, or any other relative for whom an Employee is required to administer bereavement responsibilities. A relative shall include a person related by marriage, adoption, or common-law. Where the burial occurs outside the province, such leave shall also include reasonable traveling time, but in no event shall the total leave exceed five (5) working days.

7.16.3 Reasonable leave for attendance at funerals other than those listed above shall be arranged between the Employee and the immediate Supervisor.

7.16.4 In recognition of the fact that circumstances which call for bereavement leave are based on individual circumstances, the Employer, on request, may grant additional bereavement leave.

## **7.17 Canadian Armed Forces Leave**

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

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

## **7.18 Citizenship Ceremony Leave**

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

**7.19 Crime-Related Child Death or Disappearance Leave**

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

**7.20 Critically Ill Child Care Leave**

- 7.20.1 An Employee who intends on applying for Employment Insurance critically ill child care leave benefits must advise the Employer at the time of application.
- 7.20.2 To be eligible, an Employee must have worked for the Employer thirteen (13) weeks in the fifty-two (52) week period immediately preceding the day the leave of absence without pay is commenced.
- 7.20.3 An Employee who has been approved for the critically ill child care leave benefit under Employment Insurance must notify the Employer in writing of their intent to commence such leave and provide documentation confirming such approval. Upon receipt of this information, the Employee shall be granted leave without pay for not more than thirty seven (37) weeks, which includes a two (2) week waiting period, within a fifty two (52) week period.
- 7.20.4 Upon return from critically ill child care leave, permanent Employees will be reinstated in their former job.
- 7.20.5 Upon return from critically ill child care leave, the Employee will receive the same salary and benefits as they received prior to such leave including any general salary increases and benefit changes which occurred during the period that they were on critically ill child care leave.

**7.21 Family Leave**

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

**7.22 Organ Donation Leave**

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

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

## ARTICLE 8 – EDUCATION LEAVE AND EXAMINATIONS

- 8.1 Sabbatical. The Employer agrees that it is to the mutual benefit of the Employer and the Employee to improve the educational standards of the workforce. Accordingly, the Employer agrees that Employees with three (3) years employment, who wish to further their education, may be permitted up to one (1) year of education leave. A request for education leave shall not be unreasonably requested or unreasonably denied. Any benefits based on service and seniority shall be retained but not accumulated. Upon return to work, the Employee shall be placed in a position equivalent to that which the Employee held prior to the education leave.
- 8.2 Employer Sponsored
- 8.2.1 When the Employer requests 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 or Members. Seniority **shall** be lost in the event that an Employee voluntarily resigns a position, is on layoff for more than two (2) years or is terminated for just cause. Notwithstanding the above, an Employee who resigns a position to raise a dependent child and is re-employed into a vacancy by the Employer within two (2) years shall have their seniority reinstated upon re-employment. Further an Employee has the ability to transfer from one (1) member to another and shall maintain their seniority.
- 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/parental 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 **twenty-four (24) months**
  - 9.3.2 Unpaid educational leaves
  - 9.3.3 Layoffs of **twenty-four (24) months**
- 9.4 Seniority Terminated. Seniority shall be terminated only in the following circumstances:
  - 9.4.1 Termination for just cause
  - 9.4.2 Retirement
  - 9.4.3 Failure to return from layoff within fifteen (15) days of notice of recall, without reasonable justification
  - 9.4.4 Failure to return to work following an approved leave of absence, without reasonable justification

- 9.5 Seniority Lists. The Employer(s) shall provide a list showing the current 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 except by mutual agreement between the Union and the Employer. Any extension to probation will be in writing and will specify the length of the extension.
- 10.3 When a casual Employee is placed in a permanent position, the probationary period shall be deemed to have started at the commencement of employment in the casual 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 which is not filled by the incumbent Constituency Assistant, the Employer may fill from within the Constituency without posting the position.
- 11.3 Where a vacancy exists which is not filled by an incumbent Constituency Assistant and not filled within the Constituency the following shall apply.
- 11.3.1 **Competition.** A job posting will be submitted to the NDP Caucus Office. **Constituency Assistants will have preference and the Employer will make every reasonable effort to circulate to all classifications of Constituency Assistants. The Employer may proceed with an open competition concurrently.**
- 11.3.2 **Open Competition.** Upon failure to fill the vacancy through a competition, the Employer may proceed with an open competition to fill the vacancy.
- 11.4 The MLA shall use a standard job posting form which will include "The NDP is an Employment Equity Employer". 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.

- 11.5 Vacancies shall be filled on the basis of possessing the necessary skill, ability, education, experience and qualifications to meet the Constituency Assistant job description.
- 11.6 Where there is a vacancy in an MLA's office, special consideration shall be given to promotion from within the office where the vacancy occurs.
- 11.7 The Union shall be notified in writing of all vacancies, appointments, hirings, layoffs, transfers, recalls and terminations of employment within the bargaining unit.

## **ARTICLE 12 – LAYOFF AND RECALL**

- 12.1 **Definition of Layoff.** A layoff shall be defined as a reduction in the workforce or a reduction in the regular hours of work as defined in this Agreement.
- 12.2 **Notice of Layoff**
- 12.2.1 **Notice of Layoff – Non-Writ.** Employees shall receive fifteen (15) days notice unless legislation requires more notice of layoff. If the Employee has not had the opportunity to work the days as provided in this article, the Employee shall be paid for the days on which work was not made available.
- 12.2.2 **Notice of Layoff – Writ.** In the event of a writ layoff the notification period as set out in the Dissolution Guidelines of the legislative Assembly of Saskatchewan apply.
- 12.2.3 During an election writ period a 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, gender identity, 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 censures an Employee, in a manner indicating that dismissal or discipline may follow any further infraction or may follow if such Employee fails to bring their work up to a required standard by a given date, the Employer shall, within ten (10) working days thereafter, give written particulars of such censure to the Union and the Employee.
- 16.5 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.
- 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 within ten (10) working days of the request.
- 19.3.2 This Committee, however, shall not make any decisions that are binding on the Union as a whole without the approval of the Union, or on the Employers, without the approval of the Caucus. It shall not violate or change this Agreement in any way. Union Members shall not be required to assume Management responsibilities in the enforcement of any rules and regulations.

## **ARTICLE 20 – HEALTH AND SAFETY**

- 20.1 Cooperation on Safety. The Union and the Employer shall cooperate in promoting and improving rules and practices which promote an occupational environment which will enhance the well-being of Employees and which will provide protection from factors adverse to Employee health and safety. There shall be no discrimination, no penalty, no intimidation and no coercion when Employees comply with this Health and Safety Article.
- 20.2 Compliance with Health and Safety Legislation. The Employer shall comply with all applicable federal, provincial and municipal health and safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice to be improved upon by agreement of the Union/Employer Health and Safety Committee or negotiations with the Union.
- 20.3 Office Security. Upon request **from the Union** to the MLA, an on-site assessment must be completed by a qualified authority with a view to increase security measures to ensure the safety of Employees. Such security measures may include but are not limited to panic buttons, safety training, entry buzzers, etc.

## **ARTICLE 21 – TECHNOLOGICAL CHANGE**

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

## **ARTICLE 22 – WAGES AND ALLOWANCES**

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

- 22.1.2 Part-time Employees shall be paid at the Constituency Assistant Level 2 pay schedule.
- 22.1.3 Casual Employees shall be paid at the Constituency Assistant Level 1 pay schedule.
- 22.1.4 The Employer may hire up in the pay range or at a higher level on the basis of previous experience or employment with the NDP, or with additional education credentials to be paid at a rate not to exceed the maximum of the current Constituency Assistant. **Notice will be sent to the Union.**
- 22.1.5 Wage increases 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. Employees shall be paid by automatic deposit unless specifically requested by the Employee to be paid by cheque.
- 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.
- 22.9 Out-of-Town Assignments. For out-of-town assignments, there will be reimbursement for hotel, accommodation, plus meal allowance at prevailing government rates, as outlined in Directive #4.1.

## **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 inclusion 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. Following a minimum of one (1) year of service, where the employment of an Employee is terminated, except for just cause or the result of resignation or where the termination is by mutual agreement, severance pay will be paid at the rate of two (2) weeks of pay per year of service to a maximum of twenty-four (24) weeks for twelve (12) years or more of continuous service with a Member or Members of the Legislative Assembly
- 24.4 An Employee may elect to receive severance as set out in Article 24.3 at the effective date of the termination. Alternatively, the Employee may elect to defer the option of severance for a period of up to twelve (12) months from the effective date of the termination or until the Employee is successful in filling a vacant Constituency Assistant position whichever has occurred first. In no event will the deferred option of severance extend past the fiscal year in which the lay-off takes place.

## **ARTICLE 25 – GENERAL CONDITIONS**

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

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

- 25.11 Constituency Assistant Ongoing Training. The Employer shall provide joint training to the Constituency Assistants on issues related to the performance of their work. The training shall be a minimum of one (1) day to at least one (1) Employee per office per year. All Constituency Assistants will receive the training on the same day at the same location.
- 25.12 Professional/Personal Development
- 25.12.1 The Employer shall provide one (1) day per year to full-time Constituency Assistants for the purpose of professional or personal development.
- 25.12.2 The Employer shall provide professional or personal development to part-time Employees at the following rate:
- a) Where the part-time Employee works fifty percent (50%) or more of full-time hours they shall be provided one (1) day per year.
  - b) Where the part-time Employee works less than fifty percent (50%) of full-time hours they shall be provided one half (½) day per year.
- 25.12.3 This time shall be taken at **mutual agreement of the MLA and** Constituency Assistant.

## **ARTICLE 26 – HARASSMENT**

- 26.1 The Union and the Employer recognize the importance of maintaining a work environment that is free of harassment and will work jointly to achieve that goal.
- 26.2 Harassment is defined as any unwelcome or unwanted action by any person against another. “Unwelcome” or “unwanted” in this context means any actions which the harasser knows, or reasonably should know, are not desired by the victim of the harassment.
- 26.3 **The Union and the Employer are committed to a work environment free from harassment based on age, race, colour, creed, national or ethnic origin, political or religious affiliation, sex, gender identity, gender expression, sexual orientation, marital status, physical disability, mental disability, conviction for which a pardon has been granted, union membership or participation in the lawful activities of the Union.** Harassment may take various forms. Sexual harassment, racial harassment and personal harassment are the most common. Harassment can be perpetrated by the display of material of any offensive nature on a single or repeated basis which humiliates, degrades, insults, threatens or intimidates. Harassment may involve a series of incidents over a period of time. Harassment is not:
- 26.3.1 bona fide work-related interaction such as work assignment, performance feedback, counselling or disciplinary action, or
  - 26.3.2 normal social contact between people based upon a position of equality or mutual consent.
- 26.4 Harassment is grounds for discipline. The nature of the disciplinary action will depend on the gravity of the misconduct and any mitigating circumstances.
- 26.5 In the case of an alleged harassment, the individual being harassed has the right to:
- 26.5.1 a joint investigation involving the Employer and the Union upon request.
  - 26.5.2 discontinued contact with the alleged harasser during the investigation.

- 26.6 An Employee who believes they have been the subject of harassment has a responsibility to make an objection clearly known to the alleged offender. Complaints of harassment that cannot be resolved by the parties directly involved, can be dealt with in the following manner:
- 26.6.1 The Employee(s) can refer the complaint directly to the Employer and/or the Union Representative.
  - 26.6.2 All complaints shall be supplied concurrently to the Employer and the Union and will be handled as quickly as possible.
  - 26.6.3 The Employee may take such steps as are necessary to immediately resolve outside harassment without disciplinary action.
- 25.7 Complaints will be handled in accordance with a mutually-agreed upon complaint mechanism.
- 25.8 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, 2015 to March 31, 2018.
- 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

  
\_\_\_\_\_  
**David Horbes**  
Member of the Legislative Assembly, Caucus Chair

  
\_\_\_\_\_  
**Cheryl Stecyk**  
Director of Administration & Human Resources

Date: May 11 2017

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

  
\_\_\_\_\_  
**Kim Wilson**  
President

  
\_\_\_\_\_  
**Jackie Lazar**  
Treasurer

  
\_\_\_\_\_  
**Cory Szczepanski**  
Union Representative

  
\_\_\_\_\_  
**Gloria Patrick**  
Negotiating Committee

  
\_\_\_\_\_  
**Nathaniel Cole**  
Negotiating Committee

Date: May 11, 2017

**APPENDIX A – SALARY SCHEDULE**

**EFFECTIVE – APRIL 1, 2016**

**CONSTITUENCY ASSISTANT LEVEL 1 – CASUAL**

	<u>Bi-weekly *</u>	<u>Hourly</u>
Step 1	\$ 1,324.30	\$ 18.393
Step 2	\$ 1,500.84	\$ 20.845

\* Bi-weekly rates presume a full work period.

**CONSTITUENCY ASSISTANT LEVEL 2 – PART-TIME**

	<u>Bi-weekly *</u>	<u>Hourly</u>
Step 1	\$ 1,324.30	\$ 18.393
Step 2	\$ 1,500.84	\$ 20.845
Step 3	\$ 1,677.38	\$ 23.297

\* Bi-weekly rates presume a full work period.

**CONSTITUENCY ASSISTANT LEVEL 3 – FULL-TIME**

	<u>Bi-weekly *</u>	<u>Hourly</u>
Step 1	\$ 1,854.00	\$ 25.750
Step 2	\$ 2,030.62	\$ 28.203
Step 3	\$ 2,213.42	\$ 30.742

\* Bi-weekly rates reflect a full work period.

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

**LETTER OF UNDERSTANDING NO. 1**

**RE: 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

**LETTER OF UNDERSTANDING NO. 2**

**RE: JOB DUTIES REVIEW**

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

**This Job Duties Review will be completed on or before March 31, 2018**

**David Forbes  
On Behalf of the SK NDP Caucus**

**February 14, 2017**

**Cory Szczepanski  
On Behalf of the COPE Local 397**

**February 13, 2017**

Original: October 28, 2013

## LETTER OF UNDERSTANDING NO. 3

### RE: PRACTICES, PROTOCOLS & STRUCTURES

Between

**COPE LOCAL 397 FOR THE SASKATCHEWAN NDP CONSTITUENCY ASSISTANTS**

~ and ~

**THE SASKATCHEWAN NEW DEMOCRATIC PARTY CAUCUS**

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

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

The Committee would consist of:

- Up to two (2) representatives chosen by the Constituency Assistants
- Up to two (2) representatives chosen by the Employer (SK NDP Caucus)
- Up to one (1) representative from the Union (COPE Local 397)
- Up to one (1) representative from the Caucus Office

Following the Committee's deliberations and review of potential areas of exploration in order to assist in a full and inclusive examination and discussion, the Committee would arrange a one (1) day, in-person meeting of all Constituency Assistants and the members of the Committee to discuss ideas and issues. This meeting would take place no later than six (6) months following the ratification of the Tentative Agreement.

Any recommendations of the Committee would be implemented after mutual agreement by the two parties.

All reasonable costs related to the Committee's activities, including facilitation costs for the one (1)-day session noted above, will be covered by the Employer.

David Forbes  
On Behalf of the SK NDP Caucus

October 28, 2013

Colleen Malley  
On Behalf of COPE Local 397

October 28, 2013

**LETTER OF UNDERSTANDING NO. 4**

**RE: FLOATING HOLIDAYS 2016**

For the calendar year 2016, up to four (4) of the floating holidays earned may be banked and carried forward.

**David Forbes**  
**On Behalf of the SK NDP Caucus**

**February 14, 2017**

**Cory Szczepanski**  
**On Behalf of COPE Local 397**

**February 13, 2017**

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