

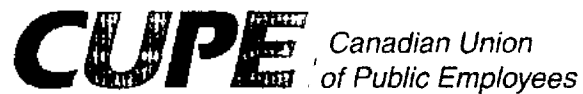
AGREEMENT

BETWEEN

SASKATCHEWAN FEDERATION OF LABOUR

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4828



January 1, 2023 – December 31, 2025

Table of Contents

| | |
|--|----|
| ARTICLE 1 – PURPOSE | 1 |
| ARTICLE 2 – BARGAINING UNIT | 1 |
| ARTICLE 3 – UNION SECURITY | 2 |
| ARTICLE 4 – HOURS OF WORK | 2 |
| ARTICLE 5 – OVERTIME | 2 |
| ARTICLE 6 – CALL-IN PAY | 3 |
| ARTICLE 7 – STATUTORY HOLIDAYS | 3 |
| ARTICLE 8 – VACATIONS | 4 |
| ARTICLE 9 – SICK LEAVE | 6 |
| ARTICLE 10 – SUPPLEMENTARY EMPLOYMENT BENEFITS (SEB) | 7 |
| ARTICLE 11 – SENIORITY | 11 |
| ARTICLE 12 – VACANCIES, APPOINTMENTS AND PROMOTIONS | 11 |
| ARTICLE 13 – LAYOFF AND RECALL | 13 |
| ARTICLE 14 – LEAVE OF ABSENCE WITHOUT PAY | 16 |
| ARTICLE 15 – LEAVE OF ABSENCE WITH PAY | 17 |
| ARTICLE 16 – EQUAL PAY FOR WORK OF EQUAL VALUE | 18 |
| ARTICLE 17 – NO DISCRIMINATION | 18 |
| ARTICLE 18 – AUTOMATION OR TECHNOLOGICAL CHANGE | 19 |
| ARTICLE 19 – GRIEVANCE PROCEDURE | 19 |
| ARTICLE 20 – HEALTH AND SAFETY | 21 |
| ARTICLE 21 – PENSION | 21 |
| ARTICLE 22 – HEALTH BENEFITS | 24 |
| ARTICLE 23 – SALARIES, CLASSIFICATIONS, AND RECLASSIFICATIONS | 26 |
| ARTICLE 24 – HEALTHY LIFESTYLES PROGRAM | 26 |
| ARTICLE 25 – UNION COMMITTEES | 27 |
| ARTICLE 26 – GENERAL | 27 |
| ARTICLE 27 – EMPLOYMENT SECURITY, GRANT FUNDING AND CONTRACTING OUT | 29 |
| ARTICLE 28 – EMPLOYEE AND FAMILY ASSISTANCE PLAN | 30 |
| ARTICLE 29 – DISCIPLINE AND DISCHARGE | 31 |
| ARTICLE 30 – DUTY TO ACCOMMODATE | 34 |
| ARTICLE 31 – HARASSMENT | 35 |
| ARTICLE 32 – VIOLENCE | 37 |

| | |
|--|----|
| ARTICLE 33 – INTERPERSONAL VIOLENCE PROVISIONS..... | 39 |
| ARTICLE 34 – TERM OF AGREEMENT..... | 40 |
| ARTICLE 35 – LOCAL UNION EDUCATION FUND | 41 |
| APPENDIX A – CLASSIFICATIONS AND SALARIES | 43 |
| APPENDIX B – CLASSIFICATIONS AND SALARIES..... | 44 |
| LETTER OF UNDERSTANDING #1 - Re: Article 22.1 and 27.7 – Benefit Plans | 45 |

AGREEMENT

BETWEEN

**CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE), LOCAL 4828,
HEREINAFTER REFERRED TO AS THE "UNION"**

~AND~

**THE SASKATCHEWAN FEDERATION OF LABOUR, CANADIAN LABOUR
CONGRESS,
HEREINAFTER REFERRED TO AS THE "EMPLOYER".**

ARTICLE 1 – PURPOSE

1.1 **The Saskatchewan Federation of Labour and the Canadian Union of Public Employees, Local 4828 agree that recognizing Indigenous people as traditional stewards of the land is an important part of showing respect for First Nations. We acknowledge that our work takes place on what is referred to as Treaty Four territory, which are the traditional meeting grounds and home to many diverse Indigenous Nations and the homeland of the Métis Nation. Our work will reflect the intention of the Treaties, the intention of peace, friendship and understanding, and that the purpose of this agreement is:**

- to maintain a harmonious relationship between the Saskatchewan Federation of Labour and its employees; to define clearly the hours of work, rates of pay and conditions of employment; to provide for an amicable method of settling differences which may from time to time arise; to promote the mutual interest of the Saskatchewan Federation of Labour and its employees; to promote morale, well being and security for all employees in the unit; to promote and maintain such conditions of employment; in recognition whereof the parties hereto agrees as follows.

ARTICLE 2 – BARGAINING UNIT

- 2.1 The employer recognizes the union as the sole collective bargaining agent for all employees, with the exception of the position of President of the Saskatchewan Federation of Labour.
- 2.2 The employer agrees to negotiate with the union, or representatives thereof, concerning all matters affecting the relationship between the parties.

ARTICLE 3 – UNION SECURITY

- 3.1 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 days after commencement of their employment, apply for and maintain membership in the union as a condition of employment, and shall tender to the Union the periodic dues uniformly required to be paid by the members of the union.

ARTICLE 4 – HOURS OF WORK

- 4.1 (a) An employee covered by Appendix “A” will work a four (4) day week with either Mondays or Fridays off. Each workday will be seven (7) hours and thirty (30) minutes duration, for a total of sixty (60) hours each two-week period. The working day may be worked between the hours of 7:00 a.m. and 5:00 p.m. with arrival and departure time flexibility subject to approval by the employer.
- (b) An employee covered by Appendix “B” shall work an average of thirty-seven and one-third (37 1/3) hours per week.

The hours of work for Appendix “B” employees shall be based on an eight (8) hour work day and a modified 5/5/4 week schedule.

Hours of work shall be averaged to allow seventeen (17) scheduled days off per year. Unused days at the end of each year will not be carried forward into the subsequent calendar year. The scheduling of days off shall be at the discretion of the employee, subject to mutual agreement between the employee and the employer.

Employees who commence or complete their employment during the year and/or who work less than full-time will have scheduled days off credited on a pro-rated basis.

4.2 Rest Periods

Each employee will be permitted two (2) fifteen (15) minute rest periods or one-half hour rest period per day.

ARTICLE 5 – OVERTIME

- 5.1 For Appendix “A” employees, all hours worked in excess of the regular working day shall be considered as overtime and shall be paid for, to the nearest half-hour worked, at the rate of double time to a maximum of ten (10) days or seventy-five (75) hours of overtime pay

per year, with all other overtime to be taken as time off. Additional overtime beyond these amounts may be paid out if mutually agreed.

- 5.2 (a) For Appendix "B" employees, in lieu of payment for overtime, employees shall have fifteen (15) days placed to their credit at the beginning of each calendar year. Employees who commence or complete their employment during the year and/or who work less than full-time will have days in lieu credited on a pro-rated basis.
- (b) Scheduling of such days, in whole or in part, shall be by mutual agreement between the employee and the employer (or designate) and with the condition that no more than five (5) days shall be taken off consecutively.
- (c) A maximum of five (5) unused days in the fund may be paid out at the end of each calendar year. Employees who commence or complete their employment during the year will have the payment pro-rated as in (a) above.
- (d) Days in the fund at the end of each calendar year shall not be carried forward into the subsequent calendar year.
- 5.3 An employee covered by Appendix "A", if required to work two (2) or more consecutive hours of overtime continuous with the end of the working day or three (3) or more consecutive hours on a non-working day, will be paid a half-hour meal period at overtime rates.

ARTICLE 6 – CALL-IN PAY

- 6.1 An employee covered by Appendix "A" who has completed their regular days work and has left the office and is then called into work, shall be guaranteed at least four (4) hours' pay at regular rate, or the overtime rate for the actual hours worked, whichever is the greater. In addition, the employee shall be paid transportation costs.
- 6.2 An employee covered by Appendix "A" who is called in to work on Saturday, Sunday, a statutory holiday or a scheduled day off shall be guaranteed at least two (2) hours' pay at double time, in addition to which the employee shall be paid transportation costs.

ARTICLE 7 – STATUTORY HOLIDAYS

- 7.1 (a) Employees shall be given the following days without deduction of pay:

| | |
|----------------|--|
| New Year's Day | Saskatchewan Day |
| Family Day | Labour Day |
| Good Friday | National Day for Truth and Reconciliation |
| Easter Monday | Thanksgiving Day |
| Victoria Day | Remembrance Day |

Canada Day

Christmas Day
Boxing Day

Any such others as are proclaimed legal holidays by the Federal government. Employees shall be given provincial or municipal holidays proclaimed for the employment area.

- (b) The following additional partial day off is given without deduction of pay.

From 12:00 noon on Christmas Eve December 24. If December 24 falls on a non-working day from 12:00 noon on the last day the SFL office is open preceding Christmas Eve.

The working days between Boxing Day and New Year's Day.

- 7.2 (a) In the event that a statutory holiday occurs on a Saturday, the previous scheduled workday shall be considered the holiday.
- (b) In the event that a statutory holiday occurs on a Sunday, the following scheduled workday shall be considered the holiday.
- (c) The foregoing may be amended by mutual agreement of the parties.

- 7.3 If a holiday or holidays fall within the vacation period assigned to or chosen by an employee, the employee shall, in addition to regular vacation pay, also receive an extra day's vacation in lieu of such holiday.

ARTICLE 8 – VACATIONS

- 8.1 Vacation year shall be the calendar year (January 1 to December 31).

- 8.2 Employees shall be entitled to annual vacations on the following basis:

- (a) An employee with less than one (1) year of service shall be prorated according to their appendix.
- (b) An employee with one (1) year of service but less than two (2) years shall be granted three (3) weeks of vacation with pay.
- (c) An employee with two (2) years of service but less than seven (7) years shall be granted four (4) weeks of vacation with pay.
- (d) An employee with seven (7) years of service but less than twelve (12) shall be granted five (5) weeks of vacation with pay.

- (e) An employee with twelve (12) years of service shall be granted six (6) weeks of vacation with pay.
 - (f) One (1) additional week of vacation per year shall be granted for every five (5) years of service thereafter to a maximum of ten (10) weeks.
- 8.3 Requests for vacation shall be in writing. The granting of vacation leave shall be by a clear and concise answer, which will be communicated to the employee. A request for vacation leave shall not be unreasonably denied.
- 8.4 Vacations not taken during the current year by authorization in writing shall not be cumulative except by mutual agreement in writing between the employer and the union. In no case shall such authorized vacation accumulation exceed one year's vacation credits, to a maximum of six (6) weeks of entitlement, whichever is less.
- 8.5 For the purpose of determining vacation entitlement at the commencement of employment with the Saskatchewan Federation of Labour, new employees shall be given credit for years of employment with the previous employer, provided the employer was a trade union, labour central or a unionized employer **and the employee held an in-scope position**. The employee's years of service will determine their vacation entitlement based on the vacation provisions of this collective bargaining agreement. To access this benefit, the employee must provide written confirmation from their previous employer identifying their years of service.
- 8.6 In addition to payment for vacation or paid time off for vacations as outlined in Article 8, vacation pay shall be paid on all earnings under the provisions of Article 5 – Overtime.
- 8.7 A vacation bonus of forty (40) percent of vacation entitlement earnings shall be paid by March 1 of each calendar year. The vacation bonus shall be calculated based on the previous year's vacation entitlement earnings.
- 8.8 It is understood that vacations are granted during the current calendar year on the basis of the service to the employee in the current calendar year. This means an employee leaving the service is entitled to vacation for the current year computed to the date of termination, plus any vacation accumulated from the previous year, in accordance with Section 8.2 of the contract. Any such employee who has already taken all vacation to which they may be entitled before terminating employment would be charged for excess vacation days against final salary and other payments.

When an employee's anniversary date for an advancement from one category of entitlement to another occurs during the year, vacations will be calculated for the part of the year preceding and following the anniversary date on the basis of the calculations above.

For the purpose of computing vacation entitlement, an employee who commences employment during the period from the first to the fifteenth of the month will receive credit

for that month's service. Employees commencing employment from the sixteenth to the end of the month will be considered as commencing their service for vacation purposes on the first day of the following month.

8.9 Where in respect of any period of vacation leave, an employee is:

- (a) Granted bereavement leave, or
- (b) Granted sick leave, or
- (c) Granted pressing necessity leave

The period of vacation so displaced by any of the aforementioned shall either be added to the vacation period requested by the employee and approved by the employer or reinstated for use at a later date.

Note 1 - pressing necessity defined

For the purposes of this Article, pressing necessity shall be defined as a serious illness of a member of the immediate family.

Note 2 – proof of illness

The employer may request appropriate and necessary substantiation of proof of illness with respect to subsection (b) and (c) above.

ARTICLE 9 – SICK LEAVE

9.1 Short-term Illness

Employees shall be entitled to one and one-half (1 1/2) days per month for minor illness, to a total of eighteen (18) days per year, and such leave shall be accumulative from year to year, to a maximum of 250 days of accumulation.

9.2 Extended Illness

In case of extended illness of a duration of ten (10) working days or more where the employee is under a doctor's care, the following will apply:

Employees shall receive up to ninety (90) calendar days at full pay, except where an employee has exhausted all of their accumulated sick leave credits at which point the employee will be compensated at 80% gross pay, including the pension contribution. After ninety (90) consecutive calendar days in any one illness employees must qualify under the terms of the Long-Term Disability Plan (LTD) in order to continue receiving sick leave coverage in accordance with this article.

For clarity, this includes leaves pertaining to gender affirming care.

Long-term Disability

The current Long Term Disability Plan (LTD) will provide a benefit of eighty per cent (80%) of normal earnings, including the pension contribution, commencing after ninety (90) consecutive calendar days of disability. The benefit will continue in accordance with the terms of the LTD.

Employees must meet the eligibility requirements set out in the LTD Plan in order to qualify for coverage.

- 9.3 Where an employee has been receiving benefit from the LTD Plan and has returned to work, should the employee subsequently become disabled within six (6) months from the same cause which created their original disability, the employee will not have to serve ninety (90) consecutive calendar days waiting period again before benefits recommence, in accordance with the provisions of the LTD Plan.

An employee shall not be eligible for short term or extended sick leave coverage for recurrence of an illness/injury that has already qualified for coverage under the LTD Plan.

- 9.4 The employee shall provide a medical certificate substantiating proof of illness, if the employer so wishes.

- 9.5 To qualify for the extended illness provision, an employee must have completed the probationary period.

9.6 Gender Affirming Care

An employee who requires a leave of absence in order to access physical or psychological gender affirming care (including medical or non-medical procedures) shall be granted a leave with pay for up to fifteen (15) days per calendar year. Such leave shall be taken, where applicable, prior to accessing sick leave.

ARTICLE 10 – SUPPLEMENTARY EMPLOYMENT BENEFITS (SEB)

10.1 Supplementary Employment Benefits (SEB)

1. SEB Plan on Lay-off

When an employee is laid off for any reason, other than suspension and or termination for just cause, the employee shall receive an allowance from the Federation, which together with Employment Insurance benefits shall equal seventy-five (75) percent of the employee's normal weekly earnings, less overtime and other premium payments.

The terms governing payment of SEB shall conform to the requirements of the Employment Insurance Commission and shall include the following provisions:

- (a) An employee must have completed a minimum of two (2) years of service with the Federation at date of lay-off in order to qualify for SEB as follows:
 - 2 years = 13 weeks of benefits
 - 3 years = 20 weeks of benefits
 - 4 years = 26 weeks of benefits
- (b) SEB will be payable only to those employees on lay-off who are eligible for and have received Employment Insurance benefits in each week of lay-off. A week of lay-off means a period of seven (7) consecutive days.
- (c) An employee must apply to the Federation and furnish the necessary proof of eligibility for SEB in a manner acceptable to the Federation.
- (d) An employee shall not be entitled to SEB after:
 - (i) The employee has refused a call-back to work in accordance with the provisions of the collective agreement.
 - (ii) The employee is receiving sickness and accident indemnity payments under the Federation plan or Workers' Compensation in any week of lay-off.
- (e) No employee shall be paid SEB for more than twenty-six (26) weeks.
- (f) The payment of SEB benefits to employees on lay-off will be made by the Federation on a "pay-as-you-go" basis separate and apart from the regular payroll. Accordingly, on the winding up of the Plan, there will be no funds for distribution.
- (g) Premiums for benefit plans provided in Article 21.2 will be paid by the Employer for the weeks the Employee is eligible for the paid SEB plan. The employee may elect to pay the premiums for any unpaid leave beyond the SEB plan.
- (h) The employee has the option to continue Registered Retirement Savings Plan contributions as per Article 21.1. In such event, the employer shall continue to contribute as per Article 21.1 for the weeks the employee is eligible for the paid SEB plan and the employee's portion of said RRSP payment shall be deducted from the employee's SEB entitlement.

2. SEB Plan for Maternity, Parental or Adoption Leave

When an employee is granted maternity, parental or adoption leave without pay the employee shall receive an allowance from the Federation which together with Employment Insurance benefits shall equal seventy-five (75) per cent of the employee's normal weekly earnings, less overtime and other premium payments.

The terms governing payment of SEB shall conform to the requirements of the Employment Insurance Commission and shall include the following provisions:

- (a) An employee must have completed a minimum of twenty (20) weeks of service with the Federation at date of commencing leave in order to qualify for SEB as follows:
 - (i) Maternity SEB – an employee who is in receipt of Employment Insurance (EI) maternity benefits shall qualify for SEB upon submitting proof of receipt of EI benefits. The SEB payment shall continue while the employee is in receipt of the EI maternity benefits for a maximum of sixteen (16) weeks.
 - (ii) Parental/Adoption SEB – an employee who is in receipt of Employment Insurance (EI) parental/adoption benefits shall qualify for SEB upon submitting proof of receipt of EI benefits. The SEB payment shall continue while the employee is in receipt of the EI parental/adoption benefits for a maximum of thirty-six (36) weeks. In instances where two employees share the parental/adoption leave and both are in receipt of EI parental/adoption benefits, both employees shall be eligible for the SEB to a maximum of thirty-six (36) weeks combined between them.
- (b) SEB will be payable only to those employees who are eligible for and have received Employment Insurance benefits in each week of their leave. A week means a period of seven (7) consecutive days.
- (c) Employees disqualified or disentitled from receiving Employment Insurance Benefits are not eligible for SEB payments.
- (d) An employee must apply to the Federation and furnish the necessary proof of eligibility for SEB in a manner acceptable to the Federation.
- (e) The payment of SEB benefits will be made by the Federation on a "pay-as-you-go" basis separate and apart from the regular payroll. Accordingly, on the winding up of the SEB plan, there will be no funds for distribution.
- (f) Premiums for benefit plans provided in Article 21.2 will be paid by the employer for the weeks the employee is eligible for the paid SEB plan. The

employee may elect to pay the premiums for any unpaid leave beyond the SEB plan.

- (g) The employee has the option to continue to contribute to the pension plan as per Article 21.1 for the full maternity, parental, or adoption leave. In such event, the employer shall continue to contribute as per Article 21.1 for the weeks the employee is eligible for the paid SEB plan and the employee's portion of said pension contribution shall be deducted from the employee's SEB entitlement. Employees shall be given the option upon returning to work to pay their portion of their contributions by way of monthly deductions to be determined between the employer and employee.

3. SEB Plan for Compassionate Care Leave

When an employee is granted compassionate leave without pay the employee shall receive an allowance from the Federation which together with Employment Insurance Benefits shall equal seventy-five (75) percent of the employee's normal weekly earnings, less overtime and other premium payments.

The terms governing payment of SEB shall conform to the requirements of the Employment Insurance Commission and shall include the following provisions: For Compassionate Care Leave SEB, Employment Insurance allows six (6) weeks benefits with a one (1) week waiting period.

- (a) An employee must have completed a minimum of twenty (20) weeks of service with the Federation at the date of commencing leave in order to qualify for SEB.
- (b) SEB will be payable only to those employees who are eligible for and have received Employment Insurance benefits in each week of their leave. A week means a period of seven (7) consecutive days.
- (c) Employees disqualified or disentitled from receiving Employment Insurance Benefits are not eligible for SEB payments.
- (d) An employee must apply to the Federation and furnish the necessary proof of eligibility for SEB in a manner acceptable to the Federation.
- (e) The payment of SEB benefits will be made by the Federation on a "pay-as-you-go" basis separate and apart from the regular payroll. Accordingly, on the winding up of the SEB plan, there will be no funds for distribution.
- (f) Premiums for benefit plans provided in Article 21.2 will be paid by the Employer for the weeks the Employee is eligible for the paid SEB plan. The Employee may elect to pay the premiums for any unpaid leave beyond the SEB plan.

- (g) The employee has the option to continue to contribute to the pension plan contributions as per Article 21.1. In such event, the employer shall continue to contribute as per Article 21.1 for the weeks the employee is eligible for the paid SEB plan and the employee's portion of said pension contribution shall be deducted from the employee's SEB entitlement.

ARTICLE 11 – SENIORITY

11.1 Attaining and loss:

- (a) A new employee shall have their name placed on the seniority list effective from the date of employment.
- (b) Seniority lists of all employees will be supplied to the union upon request.
- (c) Seniority service records shall be considered broken when an employee voluntarily leaves the service of the employer or is discharged for cause.
- (d) Employees promoted or otherwise transferred to classifications not covered by this agreement shall retain their seniority rights accumulated up to the date of the transfer out of the bargaining unit. Such employees shall not continue to accumulate seniority while employed in a classification outside the bargaining unit.

11.2 It is agreed that the calculation of seniority as set out in this article does not impact on any other "service" calculation referred to in other provisions of the collective agreement.

ARTICLE 12 – VACANCIES, APPOINTMENTS AND PROMOTIONS

12.1 Promotion is hereby defined as a move from a lower classification to a higher classification. It is the intention of the employer to fill job vacancies from within the Saskatchewan Federation of Labour before hiring new employees, providing employees are available with the necessary qualifications to fill the vacant position.

12.2 When a vacancy covered by this agreement occurs, the union shall be notified within five (5) working days after receipt of the notification of termination. The vacancy or new position must be posted within two (2) month(s). The position will be filled within a reasonable timeline.

An extension to this timeline may be agreed to between the parties.

12.3 All employees covered by this agreement shall be given five (5) working days from the date of the job posting in which to make formal application for the vacated position. In the event an employee is unable to make formal application for a vacated position due to

vacation or a special assignment the employer shall delay posting of the position until the return of the employee, or until such time as the employee has been advised orally or by registered mail of the vacancy.

12.4 The senior qualified applicant shall be appointed to the position.

12.5 Any employee assigned by the president or designate to fill the position of an employee in a higher classification shall receive the higher rate of pay for the duration of such assignment.

12.6 Promotional Formula

Employees who promote on a permanent basis or because of a temporary assignment shall receive a salary increase on the following basis:

- (a) Employees will advance to the first step of the pay range they are being promoted to.
- (b) If (a) above does not create an increase in pay for the employee concerned they shall advance to the first step in their new range which does create an increase in pay.
- (c) All other requirements of terms of service between steps apply and must be served.
- (d) The requirement for a twelve (12) month service effective date for the Strategic Advisor/Communications position **and Education/Special Projects Coordinator position** continues to be required and therefore is not affected by this article.

12.7 New Positions

All new non-elected positions with the Saskatchewan Federation of Labour shall be within the scope of the union, unless excluded by negotiation and agreement between the employer and the union. Prior to the establishment of new positions, the classification and salary shall be negotiated between the employer and the union. Exceptions for short-term projects may be made by mutual agreement between the employer and the union.

12.8 Summer Students

For the period from May 1st to August 31st only, the employer may hire summer students and participate in any government summer student program. The student could perform duties of the current bargaining unit as required due to shortage of staff because of vacation.

A student will be paid seventy-five (75) per cent of the average industrial wage, plus twenty-one (21) per cent in lieu of benefits.

A student who has worked in excess of the regular working day or called in to work on a scheduled day off shall be paid, to the nearest half-hour worked, at the rate of double time.

12.9 Probationary Periods

- (a) All employees hired from outside of the bargaining unit shall serve a six (6) month probationary period and will be confirmed in the position unless during that period the employer establishes the inability of the employee to fulfill the normal requirements thereof.
- (b) All employees within the bargaining unit will serve a two (2) month probationary period where they:
 - i. promote to a higher paid position:
 - ii. fill an equally paid position other than their current classification:
 - iii. voluntarily demote to a lower paid position other than the one they held immediately prior to their current position.
 - iv. are involuntarily demoted to a lower paid position.
- (c) Employees in (b) above shall be confirmed in the position unless during their probationary period the employer establishes the inability of the employee to fulfill the normal requirements thereof. With the exception of employees affected by subsection (b) (iv), any employee disqualified in accordance with the foregoing shall revert to their former position and classification at their former salary rate.
- (d) Probationary periods may be extended with the mutual agreement of the union and the employer.

12.10 Notification

A copy of the letter of offer to the successful candidate for the position shall be provided to CUPE Local 4828.

ARTICLE 13 – LAYOFF AND RECALL

13.1 Layoff Defined

A layoff shall be defined as a reduction in the work force or a reduction in an employee's regular hours of work, as defined in this agreement. The employer shall not replace full-time positions with two (2) or more part-time positions.

13.2 Steps to be Taken

The following steps shall take place in the event of a proposed layoff or the elimination of a position within the bargaining unit:

- (a) As soon as the employer becomes aware, but with no fewer than thirty (30) days, provide the union with written notice of the proposed layoff or elimination of the position.
- (b) Meet with the union to identify and propose possible alternatives to the proposed layoff(s) or elimination of the position(s). This could include, but not be limited to:
 - i) Identifying work that would otherwise be bargaining unit work and is currently work contracted out that could be performed by bargaining unit employees who are, or would otherwise, be laid off;
 - ii) Attrition;
 - iii) Job retraining.

In any case, the employer agrees to make every reasonable effort to avoid reductions in force, reductions in hours, and/or job elimination. The employer will provide any and all evidence that, should the employer deem a layoff or elimination of a position necessary, shows the financial savings and/or all efforts that were made to avoid the layoff or elimination of the position.

- (c) Provide to the affected employee(s), if any, written notification, as identified in Article 13.03 of the layoff or pay in lieu.

13.3 Layoff Notice

The employer shall give regular full-time and regular part-time employees the following written notice of layoff, or normal pay for that period in lieu of notice:

- (a) Less than five (5) years of seniority, no less than four (4) weeks.
- (b) More than five (5) but less than ten (10) years of seniority, no less than six (6) weeks
- (c) More than ten (10) years, no less than eight (8) weeks.

When a regular employee is not given the opportunity to work during such notice period, they shall be paid for those days upon which work would be scheduled and was not made available.

13.4 Bumping

Laid off employees may, at their discretion, displace the most junior employee, provided they are qualified to do the work of the displaced employee.

13.5 In reduction of staff, seniority shall be the primary consideration, subject to the ability of the senior employee to carry out the normal requirements of the position from which the employee is displacing a junior employee. The senior employee would serve a probationary period of thirty (30) calendar days and would then be confirmed in the position unless the Employer establishes the inability of the applicant to fulfill the normal requirements thereof.

13.6 Recall

(a) Recall shall be according to seniority in the reverse of layoff, taking into consideration qualifications and ability of the employee. Exception to this provision shall be subject to mutual agreement.

(b) The onus shall rest on the employee to keep the employer informed of any change of address.

(c) Employees on layoff shall be entitled to remain on recall for a length of time equivalent to actual time worked to a maximum of thirty (30) months.

Employees who are not recalled according to the provisions of this article shall be deemed terminated.

(d) The employee has thirty (30) days to accept the recall and return. Employees shall notify the employer of each address change immediately. The employer will notify the laid-off employee of recall by a registered letter.

(e) Employees shall continue to accumulate seniority while on layoff on the basis of normal hours worked prior to layoff (pro-rated for other than full-time)

13.7 Re-employment Efforts

In the event of any layoff of the in-scope staff of the Saskatchewan Federation of Labour, the employer shall undertake all reasonable efforts to arrange for the re-employment of the displaced staff with affiliated and allied organizations as openings become available.

ARTICLE 14 – LEAVE OF ABSENCE WITHOUT PAY

14.1 An Employee granted temporary leave of absence shall continue to accumulate seniority.

14.2 Parental Leave

- (a) Leave of absence for a year or less shall be granted in cases of pregnancy or adoption. An employee returning to work after a maternity or adoption leave of absence must give the employer a month's notice in writing of intention to return and a doctor's certificate, in the case of maternity leave, showing that the employee is physically capable of going back to normal duties. Such employees will be entitled to any accumulated casual sick leave to their credit as of the commencement of such leave. Any leave deficit will be recoverable by the employer by pay deduction.
- (b) An employee shall be granted a leave of absence with pay and with continuing seniority for five (5) working days for the needs directly related to the birth or adoption of the employee's child.

14.3 (a) An employee on maternity/parental/adoption leave may take an unpaid leave which combined with paid leave will not exceed eighteen (18) months.

(b) Seniority shall continue to accumulate for the period of the leave.

(c) An employee returning to work after a maternity, parental, or adoption leave must give the employer a month's notice in writing of intention to return and a doctor's certificate, in the case of maternity leave, showing that the employee is physically capable of going back to normal duties. Such employees will be entitled to any accumulated casual sick leave to their credit as of the commencement of their leave. Any deficit will be recoverable by the employer by pay deduction.

(d) When employees are returning from such leave, they shall be entitled to their former position and rate of pay.

14.4 Union Leave

Employees shall be granted, to the extent Federation is not significantly impacted, leave of absence, without pay, when the employee is delegated to perform necessary union activities, including negotiations of contracts and settlement of grievances on behalf of other bargaining units. Such leave request will not be unduly denied. Requests will be directed to the president of the Federation, or out-of-scope designate if the president is unavailable.

14.5 Leave for Employment with Other Union Organizations

Leave of absence without pay, shall be granted in the event of the employee requesting this leave to work for the national union, the local union or any other affiliated union, provided the Saskatchewan Federation of Labour has received one (1) month's written notice, for a period not exceeding one (1) year. Such leave request may be granted to the extent that the regular and efficient operation of the Federation will allow. Such leave request will not be unduly denied. On application by such employee, the SFL agrees to reinstate the employee in terms no less favourable than those enjoyed previous to such leave.

14.6 General Leave

The employer agrees, to the extent that the regular and efficient operation of the Federation will allow, to grant in writing, leave of absence of up to one (1) year to an employee, providing adequate reason can be shown. By mutual agreement, such leave may be extended. An employee granted such leave of absence must give the employer one (1) month's written notice of intention to return and shall be returned on terms no less favourable than those enjoyed previous to such leave, and at the prevailing rate of pay.

14.7 Public Office

An employee who is elected to public office shall be allowed leave of absence for the term of that office. Public office shall include, but is not limited to, school board, municipal, provincial, and federal levels of government. **First Nations or other Indigenous elections**, as well as union and any other labour organization positions.

ARTICLE 15 – LEAVE OF ABSENCE WITH PAY

15.1 In the case of death of a member of the immediate family of the employee, leave of absence with pay shall be granted for the period between the death and the day after the funeral, to a maximum of five (5) regular working days. Further time shall be granted in extenuating circumstances to the extent that the regular and efficient operation of the Federation will allow.

For the purpose of the foregoing, members of the immediate family will be defined as mother, father, sister, brother, husband, wife, child, mother-in-law, father-in-law, grandparents, grandchild, common-law and same sex partner, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, **Indigenous Elder***, and someone with whom you have had a very close relationship.

In addition to the above, consideration will be given for special instances. Such leave will be in addition to leave granted under Article 15.5.

**Note: An Indigenous Elder is designated as such by the Indigenous community.*

- 15.2 An employee shall be entitled to utilize up to seven (7) paid days per calendar year to attend to family obligations and/or responsibilities.
- 15.3 Employees getting married will be granted three (3) days leave with pay. Such leave will be in addition to leave granted under Article 15.4.
- 15.4 Other special instances where leave of absence with pay may be requested will be considered individually by the employer.
- 15.5 Leaves for purposes of **Article 15.4** will not exceed five (5) days in any one (1) year.
- 15.6 An employee who is unable to make the necessary arrangements for maintenance of personal health care outside of scheduled work time shall be granted time off with pay. Such time off in excess of one-quarter (1/4) day will be deducted from the employee's sick leave accumulation.
- 15.7 When an employee is subpoenaed for jury duty or as a court witness such employee shall not suffer any loss of salary or wages while so serving. The amount paid by the employer shall be the difference between the employee's normal salary and the indemnity paid by the court. This clause shall not apply in the case of an employee being a witness on their own behalf.
- 15.8 The employer agrees that leave of absence with pay shall be granted to members of the bargaining unit to attend employee development educational programs. Such leave shall be restricted to one employee at a time. The employer agrees to pay all reasonable expenses associated with attendance at the program. The nature, location, duration, and timing of the program are subject to mutual agreement.
- 15.9 In-scope staff shall have the right to request three (3) days paid leave once a year to assist an affiliated union; e.g. an organizing drive. Remuneration received by the employee other than meals and expenses shall be paid to the Saskatchewan Federation of Labour.

ARTICLE 16 – EQUAL PAY FOR WORK OF EQUAL VALUE

- 16.1 Where an employee has the necessary qualifications, and/or has proven their ability to handle the work, there shall be no discrimination between genders in the matter of appointments or in salaries for such positions.

ARTICLE 17 – NO DISCRIMINATION

- 17.1 The employer and the union agree that there shall be no discrimination, interference, restriction, or coercion, exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, lay off, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin.

political or religious affiliation, disability, sex, sexual orientation, gender identity/gender expression, place of residence or marital status, **family status, physical size or weight**, or any other prohibited ground under applicable human rights legislation, nor by reason of membership or activity in the union.

The employer and the union recognize that an individual has the right to determine their own gender identity. This includes the right to determine their own pronouns.

ARTICLE 18 – AUTOMATION OR TECHNOLOGICAL CHANGE

- 18.1 In the event that the employer plans to introduce new office equipment and/or work processes that changes, in a significant way, the manner in which normal work is performed, the employer shall provide the union with ninety (90) days' written notice of its intentions. The employer and the union shall negotiate an agreement as to the manner in which new equipment and/or changed work processes shall be introduced and implemented.
- 18.2 In the event training programs are necessary for employees to qualify for such jobs, the employer agrees that employees within the bargaining unit will be given first opportunity to qualify for such training programs before any persons outside the unit are hired to fill such jobs.
- 18.3 It is further agreed by the parties that no persons filling jobs within the presently existing bargaining unit will be subject to layoff in the event that jobs are abolished or altered by the introduction of any automated office machines.

ARTICLE 19 – GRIEVANCE PROCEDURE

- 19.1 The local of the union will notify the employer of the names of the members of the grievance committee. At the request of either party to this agreement, meetings between the grievance committee and representatives of the employer shall be held and minutes of such meetings kept.
- 19.2 A grievance shall be defined as any difference or dispute between the employer and any union member(s) or the union. The following procedure shall be followed:

Step 1

The grievance shall be referred to the President of the SFL within thirty (30) calendar days of discovery or cause for the complaint. The employee or employees involved, accompanied by a member of the grievance committee, or at least two members of the grievance committee on behalf of the employee or employees shall meet with the President to discuss the grievance within ten (10) working days of receiving the grievance. The president shall provide a written decision within five (5) working days of the meeting.

Step 2

Failing settlement at Step 1 within ten (10) working days, the grievance committee may advance the grievance through the Secretary-Treasurer of the Saskatchewan Federation of Labour to an Executive Council Committee made up of the Secretary-Treasurer and two additional members of the SFL Executive Council. In the event the Secretary-Treasurer of the SFL is a member of CUPE, the SFL President or designate shall be the replacement from the Executive Council. The Executive Council committee shall meet with the grievance committee in an effort to settle the grievance within 10 days of receipt of the referral to Step 2. The Executive Council Committee shall provide a written decision within five (5) working days of the meeting.

Step 3

- (i) Failing settlement in Step 2 and within ten (10) working days of receipt of the Executive Council Committee's decision, then either party may submit the matter in dispute to an impartial chairperson or arbitrator.
- (ii) The union and the employer will select an impartial chairperson or arbitrator to hear, consider and rule on the dispute. Should the union and the employer fail to mutually agree to an impartial chairperson or arbitrator, both parties will request the Minister of Labour, Province of Saskatchewan, to appoint an impartial chairperson or arbitrator. It is also agreed by both parties that this procedure shall be followed as quickly as possible in order that an early settlement of the dispute can be attained.
- (iii) The said impartial chairperson or arbitrator shall hear, consider and finally rule on such disputes and shall render such decision in accordance with this agreement. The judgement of the impartial chairperson or arbitrator shall be made within five (5) working days after the hearing except by mutual consent.
- (iv) It is agreed and understood that the award of the impartial chairperson or arbitrator shall be final and binding.
- (v) It may be communicated verbally but shall be confirmed in writing to the union and the employer.
- (vi) All the expenses of arbitration, including remuneration of the impartial chairperson or arbitrator shall be shared equally by the union and the employer.
- (vii) The time limits specified in this section may be extended by mutual agreement.

19.3 Settlement of grievances shall have effect retroactively to the date on which the grievance(s) was (were) filed with the grievance committee.

- 19.4 The employer recognizes the right that the aggrieved may be present at any or all of the above stages.
- 19.5 The time limits referred to in this procedure may be extended or amended by mutual agreement between the parties.

ARTICLE 20 – HEALTH AND SAFETY

- 20.1 The employer and the union are committed to promoting a safe and healthy workplace in compliance with Part III – Occupational Health and Safety of *The Saskatchewan Employment Act* and Regulations. The parties agree that such legislation allows every worker the right to know the hazards at work, and the right to participate in occupational health and safety, and the right to refuse work which the worker has reasonable grounds to believe is unusually dangerous.

ARTICLE 21 – PENSION

21.1 (a) Membership

- i) Effective January 1, 2019, all current employees both in-scope and out-of-scope, including employees in receipt of long-term disability benefits or workers' compensation benefits, shall become eligible to be covered under the Teamsters RWDSU General Workers Union Pension Plan and Trust Fund (the "trust fund") if they chose.
- ii) All current employees, both in-scope and out-of-scope, who do not initially elect to enter the plan on January 1, 2019, may elect to enter at any later date.
- iii) All future in-scope employees hired after January 1, 2019 **who are expected to be employed for ninety (90) calendar days or longer, with the exception of those referred to in Article 22.2**, shall automatically be enrolled **on their start date** in the plan as a mandatory provision of employment at the SFL.
- iv) All future out-of-scope employees hired after January 1, 2019, may elect to enter the plan if when they meet the eligibility criteria for pension enrollment as set out in their employment contracts with the SFL.
- v) Once enrolled in the plan, member can only leave the plan through termination of employment or retirement from their employment with Employer or otherwise allowed under *The Saskatchewan Benefits Act*.
- vi) Unless approved by the board of trustees, there will not be any purchase of any past service.

- (b) The employer shall become an employer as defined in the trust deed. It is understood that the provisions of the trust agreement are as follows:
- i) The trust agreement is entered into by the participating Unions (“the Union”) and the trustees.
 - ii) The board of trustees consists of at least three (3) trustees who are appointed by the Teamsters Local 395 and the Saskatchewan Joint Board Retail, Wholesale and Department Store Union (SJBRWDSU) unions.
 - iii) The trustees have complete authority and are responsible for the operation of the trust fund and the selection of all persons, firms, or organizations who shall serve the trustees.
 - iv) The trust fund does not require any participating employer or the union to guarantee the benefits or assure the solvency of the fund and it is understood and agreed that the employer had no obligation to finance the benefits promised under the trust fund beyond making contributions pursuant to its collective agreement with the union. It is the responsibility of the trustees to ensure that the trust fund satisfies the minimum funding and solvency requirements of *The Pension Benefits Act* of Saskatchewan. The trust fund provides for the reduction of benefits for the purpose of meeting the prescribed tests for solvency of the trust fund subject to the approval of the reduction by the superintendent of pensions.
 - v) The trust fund will be operated so that it is registered under the *Income Tax Act* and any applicable *Pension Benefits Act*.
 - vi) Inter-plan transfer agreements may be affected with the employer and any other board of trustees or plan sponsor to and from which employees represented by the unions may transfer. The provisions of any such agreement between the pension plan of the employer and the trust fund shall be mutually acceptable to the employer, the union, and the board of trustees.
 - vii) All employees of the employer represented by the union shall be informed of the provisions of the trust fund by the union in accordance with the province of Saskatchewan *Pension Benefits Act*.

(c) Contributions

Commencing with and for the duration of the current collective agreement between the union and the employer and any renewals or extension thereof, it is agreed that the following contribution shall be made to the trust fund:

- i) By each participating employee effective January 1, 2019, three per cent (3%) of gross earnings.

ii) By the employer in respect of each active participating employee, effective January 1, 2019, twelve and one-half per cent (12.5%) of gross earnings.

iii) Long-Term Disability

While an employee who is a member of the pension plan is entitled to receive, and does receive, income replacement benefits by the insurance carrier of the company under the company's long-term disability plan, the employer shall contribute an amount equal to the total sum paid for both the employer and employee contributions. In no case shall this benefit be paid beyond the age of 65.

iv) Contributions along with a list of the employees for whom they have been made (showing employee and employer amount separately) shall be provided by the employer to the trust company, plan administrator, or other financial institution designated by the trustees to receive these and shall do so no later than twenty-one (21) days after the end of the employer's normal four (4) week, five (5) week or monthly accounting periods. This listing shall be prepared in a form compatible with the employer's system and shall also show the amount of voluntary contributions, if any.

v) As the provisions of the trust fund allow for employees to make voluntary contributions (subject to Canada Revenue Agency's limits), the employer shall co-operate by taking payroll deductions and, subject to such time limits as may be set by the employer, in changing the amount deducted from time to time.

(d) Administration

The trust fund shall be administered by such organization, persons, or entity as the trustees shall decide. The employer agrees that it shall provide such details and information about employees covered under the trust fund as are needed to create fund records and administer the trust fund and shall assist the trustee as requested to ensure the proper and efficient operation of the trust fund.

(e) RRSP Contribution Room

Subject to sufficient RRSP room in accordance with Canada Revenue Agency's rules, membership in the plan will reduce eligible RRSP room automatically by their pension adjustment (PA)

(f) Employer Liability

It is agreed that the employer shall not have any liability beyond funding the amount set forth in paragraph (c). In the event the employer should be required by law to meet an unfunded liability of the trust fund, it is agreed that benefits will be reduced for the purpose of meeting the required test for solvency of the trust fund, subject to the approval of such reduction by the superintendent of pensions.

ARTICLE 22 – HEALTH BENEFITS

22.1 For all full-time employees who are expected to be employed for ninety (90) calendar days or longer, with the exception of those referred to in **22.2**, the employer agrees to:

- (a) Assume the full cost of the premiums of:
 - (i) Green Shield Health Coverage comprised of Extended Health Service (including out-of-province), Semi-Private Hospital, Dental Plan and Vision Care.
 - (ii) Group Life Insurance to a maximum of twice the annual salary of the Employee.
 - (iii) Group insurance protection under the Long-Term Disability Benefits Plan.or similar benefits not less favourable.
- (b) In the event the Saskatchewan government or Federal government introduces hospital and medical premiums the employer will pay up to seventy-two dollars (\$72) per employee per year towards payment of such premiums.

See also Letter of Understanding #1.

22.2 Employees on secondment from another employer for periods of ninety (90) calendar days or longer may elect to:

- (a) Be covered by the benefits under Article **22.1**, or
- (b) Continue similar benefits as provided by the employer they have been seconded from. In this case the Federation will assume the costs for continuation of these benefits.

22.3 The employer agrees to assume the full cost of premiums for post-retirement health-care benefits applicable to retired employees.

“Retired” shall be defined to mean:

The employee has voluntarily left the employ of the Saskatchewan Federation of Labour after achieving 30 years of service; or

The employee has voluntarily left the employ of the Saskatchewan Federation of Labour after achieving a combined threshold of age and years of service (equivalent to full-time) equalling seventy-five (75). The employee must be a minimum of fifty-five (55) years old.

Retired employees shall continue to receive coverage under the Health Care Plan carried by the Federation. They shall be limited to participation in the Health Care Plan(s) provided at the time of retirement.

At the time the employee retires, the employer will provide them and the union with a letter specifying those benefits which will be continued during their retirement.

22.4 The employer agrees to assume the full cost of the welfare benefits specified in 22.1 on behalf of the employees on extended sick leave or total disability benefit except as provided under the provisions of total disability insurance coverage.

22.5 No changes in existing pension, insurance, health, hospitalization and similar schemes affecting Employees covered by this agreement, nor any rulings or interpretations of the provisions of such schemes, shall be made by the employer without prior notification and negotiation with the union.

22.6 No existing scheme shall be withdrawn, nor any new scheme introduced without prior notification and negotiation by the parties hereto. Both parties to this agreement shall have the right to introduce proposals for changes in existing schemes or for the establishment of new schemes.

22.7 The Canada Pension Plan shall in no way affect the contribution of either party to the existing pension plan, except as provided in Sections 21.1 to 21.5 of this article.

22.8 In lieu of benefits, less than full-time employees shall be paid an amount equal to twenty-one (21) per cent of gross monthly salary. The benefits compensation identified above shall be paid as follows:

Fifteen (15) per cent payable into an R.R.S.P., or Pension Vehicle of the employee's choosing with the balance being paid as cash on a monthly basis. In the event this results in an over-contribution to pension situation (for taxation purposes) the parties shall meet to mutually agree on the applicable amount to be paid into the R.R.S.P.

ARTICLE 23 – SALARIES, CLASSIFICATIONS, AND RECLASSIFICATIONS

- 23.1 Classifications and salaries as mutually agreed are incorporated into Appendices “A” and “B” of this agreement.
- 23.2 Movement up the range of the classification shall be on the basis of actual time completed in the position. For less than full-time employees movement up the range shall be based on completion of an equivalent number of hours for the full-time position.
- 23.3 The employer shall, within three (3) working days of the date of hiring, provide the union with written notice of the classification and salary rate of new eligible employees who are hired during the life of this agreement.
- 23.4 When an employee feels that job duties have changed in relation their job description, this will warrant an application for review of duties to be completed and submitted on behalf of the employee by the union to the employer. Where a reclassification is required to cover higher level assigned duties or responsibilities, an application for review of duties, classification and pay may be made to the employer by the union. The employer will review the position and notify the union of the results within sixty (60) working days. If the request is approved, it will be effective the date of application.
- 23.5 If the request for reclassification is rejected or if there is dissatisfaction with the decision the employee may submit an appeal with further explanation for their case within ten (10) working days of the employer’s decision. The employer will consider the appeal and render a final decision within thirty (30) days of the appeal submission.

ARTICLE 24 – HEALTHY LIFESTYLES PROGRAM

24.1 Healthy Lifestyles Program

The employer will reimburse employees excluding summer students in the amount of **six hundred (\$600)** per year upon proof of enrolment in, and payment for any activity, program, class, equipment, supplies, or any other item that promotes a generally healthy lifestyle.

Please note only employees are able to participate in this benefit save and except for a family gym membership.

This benefit is available to above mentioned employees after completion of six (6) months of service, pro-rated for partial years.

ARTICLE 25 – UNION COMMITTEES

- 25.1 No deduction shall be made in the salary of an employee elected by the union for time spent in negotiations or the processing of grievances under the terms of this contract, provided that reasonable notice is given to the president in advance. The employer will recognize for these purposes a negotiating committee of up to two (2) members, and a grievance committee of up to two (2) members.
- 25.2 At the request of either party, meetings will be held, not more frequently than once a month between the employer and a committee of two (2) representatives of the union, to discuss any questions, excluding grievances, which may arise in connection with office routine, as well as any suggestions which may be forthcoming to improve the various phases of the business of the employer, but it is understood and agreed that in all matters of policy and operation not otherwise specifically covered by this agreement, the decision of the employer shall be final.

ARTICLE 26 – GENERAL

26.1 Meal Allowance

Within Saskatchewan

| | |
|------------|---------|
| Breakfast: | \$20.00 |
| Lunch: | \$25.00 |
| Supper: | \$30.00 |

Outside of Saskatchewan

| | |
|------------|---------|
| Breakfast: | \$25.00 |
| Lunch: | \$30.00 |
| Supper: | \$35.00 |

26.2 Incidentals and Personal Accommodation Allowance

Incidental expenses per night: \$10.00

Personal accommodation allowance per night in lieu of hotel: \$50.00

26.3 Emergency Kit

(a) All employees will be provided with a CAA recommended first aid winter emergency kit which will be paid for by the employer under the following conditions:

- (i) The cost of such kits shall not exceed seventy-five (75) dollars each.

- (ii) Kits will be issued once upon commencement of employment and every five (5) years thereafter.
- (iii) Maintenance and upkeep of the kits shall be the responsibility of the individual Employee.

The Saskatchewan Federation of Labour shall keep an extra kit in the office for the use of term and part-time employees or any employee who would require one for out-of-town travel on Saskatchewan Federation of Labour business.

26.4 Mileage Allowance

Employees shall receive **sixty-one (\$0.61)** per kilometre for all kilometres driven while carrying out SFL business.

26.5 Rights and Benefits of Part-Time or Temporary Employees

- (a) Employees engaged on a temporary basis will be paid at the rate applicable to the position to which they are assigned.
- (b) The wages in this agreement will be applied to part-time employees on a pro rata basis.
- (c) Less than full-time and temporary employees will receive vacation pay and forty (40) per cent bonus on vacation pay.

26.6 Vehicle Parking

The employer agrees to provide all members of the union with employer-paid vehicle parking.

26.7 Pay Periods

Permanent employees shall be paid semi-monthly, that is, they shall be paid mid-month and no later than the last scheduled working day of each month.

26.8 Conference and/or Educational Expenses

Upon prior approval of the president or designate, the employer will cover costs in accordance with SFL expense policies for employees who wish to attend an SFL conference or educational on their own time. No registration fees are charged to the employee in these cases. Attendance will be dependent on workload at the SFL office and will not create an overtime situation for the Employee or other staff. All attempts will be made to share these opportunities.

26.9 Time Limits

A time limit of three (3) months from the event shall apply for claims for monetary compensation under this agreement.

26.10 Union Logo

Employees will place the union bug, logo or watermark on documents developed by members of CUPE Local 4828.

26.11 Liability

The employer agrees to indemnify and save harmless any employee covered by this agreement from and against any liability incurred by the employee by reason of any action taken by the employee, in good faith, within the scope of their employment with the employer. It is distinctly understood this provision does not apply to traffic offences or parking fines.

26.12 Refusal to Cross Picket Lines

The employer agrees that no worker shall be required to cross a picket line. Failure to cross a picket line encountered in carrying out employer business shall not be considered a violation of this agreement, nor shall it be grounds for disciplinary action. There shall be no loss of wages or benefits for any employee that refuses to cross a picket line.

ARTICLE 27 – EMPLOYMENT SECURITY, GRANT FUNDING AND CONTRACTING OUT

27.1 An employee in a grant-funded position shall have all the rights and protections of the collective agreement, notwithstanding Article 13.

27.2 Employees who are employed through funding, in whole or in part, from other sources shall have the right to bid on vacant positions within the bargaining unit and have their seniority considered for such positions.

27.3.1 Should the outside funding cease creating a job abolishment such Employees shall not have the right to use their seniority to bump other employees who are paid through normal per capita payments.

27.3.2 Employees who are employed through funding, in whole or in part, from other sources shall have the right to bump another grant-funded position provided they are senior and qualified.

- 27.4 Employees who are employed through per capita payments shall have the right to use their seniority to bump employees in outside grant funded positions provided they are qualified for the job.
- 27.5 Employees who go from a per capita-paid position to a grant-funded position shall be considered to be seconded from their permanent position and shall have the right to revert to their previous position or exercise their seniority to bump another grant-funded position, provided they are senior and qualified, should outside funding sources cease.
- 27.6 Special Projects Coordinators
- (a) Employees who go from a per-capita paid position to a grant-funded position to work on special projects shall have the position added to the collective agreement by Letter of Understanding. Wages, terms, conditions and increments will be determined through negotiations between the union and the employer.
- (b) When the project ends, and they return to their former classification, the hours spent on the project shall be credited hours towards an increment entitlement.
- 27.7 Contracting Out

There shall be no contracting out of bargaining unit work that normally is performed or could be performed by bargaining unit members without prior agreement from the union.

ARTICLE 28 – EMPLOYEE AND FAMILY ASSISTANCE PLAN

- 28.1 The employer shall provide an Employee and Family Assistance Plan, which will provide confidential counselling for problems such as psychological, marital, financial, harassment, parent-child, family background, alcohol and drug misuse problems, and legal referrals. (The program will be jointly administered by union and employer.) The costs will be borne by the employer.
- 28.2 (a) The union and the employer agree as part of the collective agreement between them that there will be an employer-funded Employee and Family Assistance Program (EFAP).
- (b) The union and the employer agree that it is in the best interests of the parties to provide such EFAP in a manner and to an extent considered to be fair and reasonable to the parties hereto and that same be provided in a manner which is the most cost-efficient so as to ensure the program's continuation.
- (c) The EFAP is available after ninety (90) days of service to all permanent active employees and their dependents. Dependents shall be defined in the Green Shield Health Coverage plan in the collective agreement between the parties.

- (d) Employees are eligible to participate in the EFAP when they are employed in a position of greater than six (6) months after having served the waiting period identified in (c) above. In the event that an employee originally hired for a position of six (6) months or less is retained beyond six (6) months, such employee shall be eligible to participate in the EFAP immediately on the first day of the seventh (7th) month of employment without having to serve an additional waiting period.
- (e) Employees of the Federation who avail themselves of the EFAP shall use the "Agency or Agencies of Record", and those agencies shall submit their bill(s) for services directly to the employer for payment. In the event an employee of the Federation wishes to use the services of providers other than the "Agency or Agencies of Record", same must be arranged and approved in advance through the employer.
- (f) The parties agree that funding arrangement for the EFAP will be realized and achieved by the establishment of an EFAP contingency fund. The funding objective is to accumulate a contingency fund in the amount of ten thousand (10,000) dollars. In this regard, the employer shall contribute five hundred (500) dollars per month. The employer shall continue making payment of five hundred (500) dollars per month to the contingency fund until such time as the contingency fund reaches ten thousand (10,000) dollars at which time monthly payments shall cease.
- (g) Future funding requirements will be as required, but in no case shall they exceed five hundred (500) dollars per month. In the event the contingency fund is reduced through use of an amount of five thousand (5,000) dollars or less the parties shall meet to review the reasons and to put forward and negotiate solutions to alleviate the situation.
- (h) Employees using the EFAP during work time shall have time loss for attendance charged in excess of one-quarter (1/4) day against sick leave credits, vacation credits, or banked time.
- (i) Any amendments shall be by mutual agreement between the parties.

ARTICLE 29 – DISCIPLINE AND DISCHARGE

29.1 Co-operative and Corrective Fashion

The employer agrees to consider matters of discipline in a co-operative and corrective manner rather than a punitive fashion and will endeavour to assist the warned employee in improving their work performance.

29.2 Progressive Discipline

The employer agrees to follow the principles of progressive discipline.

First verbal reprimand
Second verbal reprimand
Written reprimand
Suspension
Termination

After six (6) months of satisfactory service, a reprimand or notice of suspension or demotion shall be removed from the employee's file.

29.3 Burden of Proof

In cases of disciplinary action against an employee, proof of just cause shall rest with the employer.

29.4 Verbal Reprimand

The president of the SFL or out-of-scope designate will verbally outline to the employee the reason for the reprimand, how they should correct their work or conduct, and what will happen if their misconduct continues. There is no official written report of a verbal reprimand.

29.5 Written Reprimand

Reprimands of a serious nature shall be recorded by means of a written reprimand to the employee within twelve (12) hours of the event of the complaint. Such letters shall become part of an employee's record subject to Article 30.02. The employee's reply to the specific complaints, accusations, or expressions of dissatisfaction shall also be recorded. Letters of reprimand will be forwarded to the union.

29.6 Suspension Pending Investigation

The employee and the union must be given notice of the suspension and the reasons for it in writing. The days of suspension shall be included. Suspension pending investigation is not considered discipline and shall be with pay. The president of the SFL or out-of-scope designate shall render its decision regarding discipline no later than ten (10) calendar days from the date of suspension, except as otherwise agreed between the employer and the union.

29.7 Discharge

Discharge shall be affected by the president of the SFL or out-of-scope designate. The employee shall receive written notice of the action, which shall include a specific statement of just cause. The employer shall give thirty (30) calendar days' notice in writing or pay in lieu of such notice.

29.8 Right to Have a Steward

Every employee has the right to be represented by a union steward of their choosing or union staff representative at any meeting with the president of the SFL or out-of-scope designate or investigative proceeding which might lead to discipline.

- (a) Where the employer intends to meet with an employee for disciplinary purposes, the employee shall be so notified in writing or by email, in advance, the purpose of the meeting, and informed of the right to have a steward or CUPE national representative present at the meeting. The member will be given sufficient time to arrange union representation and, if necessary, to schedule for a later date.
- (b) An employee may choose to waive the right to union representation. This shall be done so in writing. If at any time during the meeting the employee chooses to rescind the waiver, the employee shall be given sufficient time to arrange union representation, which may result in reconvening the meeting at a later time or date.
- (c) Failure of the employer to provide the right to Union representation shall render all resulting discipline null and void.

29.9 Grievances on Suspension, Discharge and Warnings

Notwithstanding any efforts by the union or the shop steward to discuss and reverse decisions on suspensions, discharge, or warnings, all such matters can also be taken through the grievance procedure.

29.10 Suspension or Discharge Without Cause

An employee who has been unjustly suspended or discharged without cause shall be immediately reinstated in their former position without loss of seniority or benefits and shall be fully compensated for all time thus lost.

29.11 Payment of Wages and Benefits of Discharged Employees

All employees who are discharged shall be paid all wages and benefits, including vacation pay owing, on the next pay period from their last day of employment.

ARTICLE 30 – DUTY TO ACCOMMODATE

30.1 Accommodation of Employees:

(a) General

Accommodation of employees within the workplace is a shared responsibility between the employer, the union, and the employee.

The employer agrees to make every reasonable effort, short of undue hardship, to provide suitable modified or alternate employment to employees who are temporarily or permanently unable to return to their regular duties as a consequence of an occupational or non-occupational disability.

In consideration of accommodating an employee, the following shall apply in the order listed below:

- i) Determine if the employee can perform their existing job as it is;
- ii) If the employee cannot, then determine if the employee can perform their existing job in a modified form;
- iii) If the employee cannot, then determine if they can perform another job in its existing form;
- iv) If the employee cannot, then determine if they can perform another job in a modified form;
- v) If there are no positions within the bargaining unit that are available, consideration shall be given by the parties to pursue jobs outside of the bargaining unit.

NOTE: All options shall be considered when accommodating employees.

In such circumstances, the employer and the local of the union may agree to waive certain provisions in this agreement.

(b) Medical Information

It will be the responsibility of the employee returning to work or requiring an accommodation to provide the employer with medical evidence of the limitations associated with the disability.

The procedure to determine that an employee is fit to perform the duties of their job or modified work must be made in such a way as to protect the confidentiality of the employee's medical information, which shall be limited to:

- i) A prognosis for recovery, with or without limitation;
- ii) A clear opinion as to the employee's fitness to return to work;
- iii) An opinion as to the employee's fitness to perform the specific duties of their current job or the accommodation being considered;
- iv) How long any limitations may last.

Any charges for such medical documentation, shall be reimbursed to employee by the employer.

(c) Accommodation Meetings

The employee and union representative who attend an accommodation meeting shall be released from duty without loss of pay.

ARTICLE 31 – HARASSMENT

31.1 (a) Definition of Harassment

Harassment means any objectionable conduct, comments or display by a person that is directed at a worker: and

- is made on the basis of race, creed, **political or religious affiliation**, colour, sex, sexual orientation, gender **identity**/gender expression, **place of residence** or marital status, family status, disability, physical size or weight, age, nationality, ancestry or place of origin, union activity or;
- is repeated intentional, sexually oriented practice that undermines an employee's health, job performance or workplace relationships or endangers an Employee's employment status or potential; or
- is repeated intentional, offensive comments and/or actions deliberately designed to demean and belittle an individual and/or to cause personal humiliation; or
- constitutes a threat to the health or safety of the worker.

(b) Examples of Harassment

Examples of Harassment are:

- verbal abuse or threats;
- unwelcome remarks, jokes, innuendoes or taunting about a person's body, attire, age, marital status, ethnic or national origin, religion, sexuality, gender, gender expression, etc;
- displaying of pornographic, racist or other offensive or derogatory pictures, cartoons or printed matter;
- practical jokes which cause awkwardness or embarrassment;
- unwelcome invitations or requests, whether indirect, explicit or intimidating;
- leering or other gestures;
- unnecessary physical contact such as touching, patting, pinching or punching;
- physical assault; and
- bullying.

31.2 Principle of Fair Treatment

The principle of fair treatment is a fundamental one and both the employer and Local 4828 do not and will not condone any improper behaviour on the part of any person which would jeopardize an employee's dignity and well-being and or undermine work relationships and productivity.

31.3 Shared Responsibility

The employer and Local 4828 acknowledge a shared responsibility to:

- prevent harassment;
- promote a safe, abuse-free working environment;
- uphold the principle of zero tolerance of harassment.

31.4 Co-operation

Employees and Local 4828 representatives will be expected to co-operate with the Employer in identifying situations, reporting promptly and disclosing all information in order to facilitate the investigation.

31.5 Policy

The employer shall ensure a policy is developed jointly with Local 4828 to address the issue of workplace harassment. The policy shall ensure that:

- individuals are aware of the seriousness with which the parties view harassment;
- incidents are jointly investigated in a prompt, objective, sensitive, and confidential manner not precluding the use of a third (3rd) party;
- the employer will provide Local 4828 with written documentation related to any formal harassment investigation including the complaint, conclusions and recommendations;
- the necessary corrective action is taken;
- Employees/supervisors/employers are provided with the education necessary for them to prevent harassment, identify harassment when it occurs and where applicable, how to carry out an investigation. Such training shall be considered time worked and the employee shall suffer no loss of pay or benefits.

31.6 Attempt to Resolve

- (a) If an employee believes that they have been harassed, an employee should tell the alleged harasser to stop.
- (b) If the harassment does not stop at this point, or if the harassed employee does not feel able to approach the alleged harasser directly, that employee, or Local 4828, should file a formal written harassment complaint documenting the event(s) complete with time, date, location, names of witnesses and details for each event.
- (c) Upon receipt of any written formal harassment complaint the employer shall attempt to resolve it through any means deemed appropriate in the particular circumstances of the complaint. The employer must maintain written notes of their actions.

Failure to resolve shall result in the initiation of a formal investigation as per Article 29.6.

ARTICLE 32 – VIOLENCE

32.1 Violence in the Workplace

The employer and Local 4828 agree that violence against employees in the workplace is not acceptable and agree to work together towards elimination of the incidence and casual factors of violence.

To that end, the following shall apply:

(a) Definition of Violence

Violence shall be defined as any incident in which an employee is physically or verbally abused or assaulted during the course of their employment.

(b) Violence Policies and Procedures

In compliance with The Occupational Health and Safety Act and Regulations, the employer will ensure a policy is developed, in consultation with Local 4828 to address the prevention of violence, the management of violent situations and to work towards the elimination of the casual factors of violence and provide support to employees who have faced violence. The policies and procedures shall be part of the employer's health and safety policy and written copies shall be posted in a place accessible to all employees.

The policy and procedures may include, but not be limited to:

- (i) the provision of available information regarding a client's previous, actual or potential violent behaviour:
- (ii) incidents are investigated promptly, objectively and in a sensitive confidential manner:
- (iii) provision for the Joint Occupational Health & Safety Committee to review the effectiveness of anti-violence policies:
- (iv) alternate options are identified, considered and implemented:
- (v) Employees supervisors employers are provided with the education necessary for them to prevent violence, deal with it when it occurs, and know the procedure for reporting incidents. Education shall include:
 - causes of violence
 - recognition of warning signs
 - prevention of escalation
 - controlling and defusing aggressive situations; and
 - details of the Employer's policies, measures and procedures to deal with violence and the availability of supportive counselling.
- (vi) security procedures are in place to summon assistance:
- (vii) no employee shall experience discrimination, coercion or intimidation for raising concerns about violence in the workplace;

- (viii) the employer and Local 4828 recognize that, where preventative measures have failed to prevent violent incidents, counselling and support must be available to help victims recover from such incidents.

ARTICLE 33 – INTERPERSONAL VIOLENCE PROVISIONS

- 33.1 The employer recognizes that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance at work.
- 33.2 An employee who is a survivor of interpersonal violence is entitled to both the following periods of interpersonal violence leave in each fifty-two (52) week period:
 - (a) Leave of up to fifteen (15) paid days, which the employee may choose to take intermittently, or in parts of a day (counting as a fraction) or in one continuous period;
 - (b) Unpaid leave of up to seventeen (17) weeks be taken in one continuous period.

33.3 Purposes for which Interpersonal Violence Leave May be Taken

An employee may take an interpersonal violence leave for one (1) or more of the following purposes:

- (a) To seek medical attention for the employee or the employee's child in respect of a physical or psychological injury or disability caused by the interpersonal violence;
- (b) To obtain services from a victim services organization;
- (c) To obtain psychological or other professional counselling;
- (d) To relocate temporarily or permanently;
- (e) To seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the interpersonal violence;
- (f) Any other required purpose.

33.4 Notice of Leave

An employee who wishes to take up to seventeen (17) weeks of unpaid leave must give the employer as much notice as is reasonable and practicable in the circumstances. If necessary, employees may not be required to seek prior approval.

33.5 Ending Leave Early

Unless the employee and employer agree otherwise, an employee may end a leave earlier than the expiry of seventeen (17) weeks by giving the employer written notice as least two (2) weeks before the day they wish to end the leave.

33.6 Confidentiality of Information

- (a) It is the responsibility of the employer to maintain confidentiality in respect of all matters that come to the employer's knowledge in relation to a leave taken by an employee; and
- (b) Not disclose information relating to the leave to any person except:
 - i) To employees or agents who require the information to carry out their duties;
 - ii) As required by law; or
 - iii) With the consent of the employee to whom the leave relates.

33.7 Restriction on Further Disclosure

A person to whom information is disclosed may not disclose it to any other person unless it is to be used for the purpose for which it was originally disclosed or for a required purpose.

33.8 Accommodation by Employers

If an employer becomes aware, or ought to be aware that interpersonal violence that would expose an employee to physical injury may occur in a workplace, the employer shall take every precaution reasonable in the circumstances for the protection of the employee.

33.9 Protection from Discipline and Adverse Action

The employer agrees that no adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing interpersonal violence.

ARTICLE 34 – TERM OF AGREEMENT

- 34.1 The union and the employer mutually agree that this agreement will be effective for thirty-six (36) months, from January 1, 2023 to December 31, 2025, and thereafter from year to year unless written notice to amend the collective agreement is given by either party to the other party sixty (60) days prior to the expiration of the agreement.

ARTICLE 35 – LOCAL UNION EDUCATION FUND

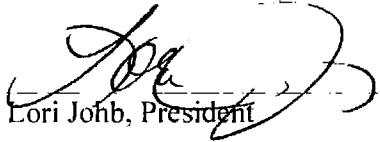
The Employer shall pay \$0.05 per hour per employee into an education fund.

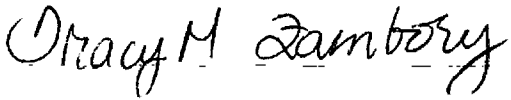
Employees will be required to discuss the educational opportunity with the employer to determine appropriateness and to ensure sufficient resources are available to cover the leave.

Signed this ___ day of **June**, 2023.

For:


SASKATCHEWAN FEDERATION
OF LABOUR, CLC



Lori Johb, President



For:

CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 4828


Dionne Duff, A/President



APPENDIX A – CLASSIFICATIONS AND SALARIES

Effective January 1, 2023 (2.5% general wage increase)

| <u>Classification</u> | <u>Start</u> | <u>6-months</u> | <u>12-months</u> |
|----------------------------|--------------|-----------------|------------------|
| Ready for Work Coordinator | 5,171 | | |
| Administrative Assistant | 5,960 | 6,052 | 6,143 |
| Accounting Administrator | 6,396 | 6,491 | 6,590 |

Effective January 1, 2024 (2% general wage increase)

| <u>Classification</u> | <u>Start</u> | <u>6-months</u> | <u>12-months</u> |
|----------------------------|--------------|-----------------|------------------|
| Ready for Work Coordinator | 5,274 | | |
| Administrative Assistant | 6,079 | 6,173 | 6,266 |
| Accounting Administrator | 6,524 | 6,621 | 6,722 |

Effective January 1, 2025 (2% general wage increase)

| <u>Classification</u> | <u>Start</u> | <u>6-months</u> | <u>12-months</u> |
|----------------------------|--------------|-----------------|------------------|
| Ready for Work Coordinator | 5,380 | | |
| Administrative Assistant | 6,201 | 6,297 | 6,391 |
| Accounting Administrator | 6,655 | 6,753 | 6,856 |

APPENDIX B – CLASSIFICATIONS AND SALARIES

Effective January 1, 2023 (2.5% general wage increase)

| <u>Classification</u> | <u>Start</u> | <u>12-months</u> |
|--|--------------|------------------|
| Education/Special Project Coordinator | 7,436 | 7,660 |
| Strategic Advisor/Communications | 7,510 | 7,736 |

Effective January 1, 2024 (2% general wage increase)

| <u>Classification</u> | <u>Start</u> | <u>12-months</u> |
|--|--------------|------------------|
| Education/Special Project Coordinator | 7,436 | 7,660 |
| Strategic Advisor/Communications | 7,660 | 7,890 |

Effective January 1, 2025 (2% general wage increase)

| <u>Classification</u> | <u>Start</u> | <u>12-months</u> |
|--|--------------|------------------|
| Education/Special Project Coordinator | 8,090 | 8,332 |
| Strategic Advisor Communications | 8,332 | 8,582 |

*In recognition of additional responsibilities, the pay for the Strategic Advisor/Communications position and Education/Special Project Coordinator position is upwardly adjusted by three (3) per cent upon completion of twelve (12) months service in the position.

All employees, including those who have been retired, resigned or otherwise (except for termination of employment for just cause) severed employment with the SFL between January 1, 2023 and the date this collective agreement is signed, shall receive all retroactive wages of the amended collective agreement.

LETTER OF UNDERSTANDING #1

Re: Article 22.1 and 27.7 – Benefit Plans

In accordance with the provisions of Article 22.7 the parties agree to review the cost, quality, and carrier of the Benefit Plans referred to in Article 22.1, during the term of the agreement.

Such review will also consider the rights, benefits, coverage, and entitlements of part-time, temporary, and contract employees referred to in Article 27.7.

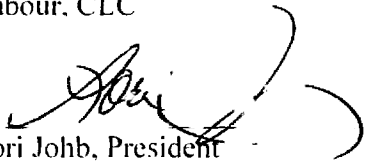
The intent of such review shall be to provide equal or better benefits for the same or lower cost.

The parties agree to jointly send a letter to the CLC requesting updated information and policy documents for the benefit plans carried by Green Shield and Great West Life, respectively.

The parties further agree to send a letter to the Secretary-Treasurer of the CLC seeking clarification and consideration of the implications of including less than full-time and or less than full year Employees in the Extended Health Plans administered by the CLC.

Signed this ____ day of **June**, 20**23**.

For the Saskatchewan Federation of
Labour, CLC

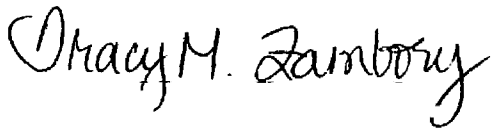


Lori Johb, President

For CUPE Local 4828



Dionne Duff, President



Macey M. Zambory

