

AGREEMENT

BETWEEN

SASKATCHEWAN FEDERATION OF LABOUR



AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4828**

***CUPE*
4828**

January 1, 2026 – December 31, 2028

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AGREEMENT

BETWEEN

THE SASKATCHEWAN FEDERATION OF LABOUR (SFL), CANADIAN LABOUR
CONGRESS (CLC),
HEREINAFTER REFERRED TO AS THE “EMPLOYER”

AND

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

ARTICLE 1 – PURPOSE

1.01 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. **Both parties** acknowledge that **their** work takes place on what is referred to as Treaty **Two (2), Four (4), Five (5), Six (6), Eight (8), and Ten (10)** territory, which are the traditional meeting grounds and home to many diverse Indigenous Nations and the homeland of the Métis Nation.

The parties to this agreement agree that their work will reflect the intention of the Treaties, the intention of peace, friendship and understanding, and that the purpose of this agreement is:

- a) to maintain and improve the harmonious relations and settled conditions of employment between the employer and the union;
- b) to define clearly the hours of work, rates of pay and conditions of employment;
- c) to provide for an amicable method of settling differences which may from time to time arise;
- d) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc.;
- e) to promote the morale, well-being and security of all employees in the bargaining unit of the union;

In recognition whereof the parties hereto agree as follows:

ARTICLE 2 – DEFINITIONS

2.01 For the purpose of this agreement, the following definitions will apply:

- a) Employer is the Saskatchewan Federation of Labour (SFL)**
- b) Union is the Canadian Union of Public Employees (CUPE), Local 4828**

ARTICLE 3 – RECOGNITION AND REPRESENTATION

3.01 Scope of the Bargaining Unit

The employer recognizes the Canadian Union of Public Employees, Local 4828 as the sole and exclusive bargaining agent for all employees employed at the Saskatchewan Federation of Labour, except president and executive director.

3.02 Joint Application

The parties agree to make a joint application to the Saskatchewan Labour Relations Board for a certification order that reflects the foregoing agreement on the scope of the bargaining unit.

3.03 Union Recognition

The employer agrees to negotiate with the union, or representatives thereof, concerning all matters affecting the relationship between the parties.

3.04 Work of the Bargaining Unit

Persons whose jobs (paid or unpaid) are not in the bargaining unit will not work on any jobs which are included in the bargaining unit except in cases mutually agreed upon in writing by the parties.

3.05 No Contracting Out

There will 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.

3.06 No Other Agreements

No employee will be required or permitted to make any written or verbal agreement with the employer or their representatives, which may conflict

with the terms of this agreement. No individual employee or group of employees will undertake to represent the union at meetings with the employer without proper authorization from the union.

3.07 Right of Fair Representation

The union will have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the employer. Such representatives will have access to the employer's premises in order to deal with any matters arising out of this collective agreement.

3.08 Access to Work Site

a) Union Meetings

The employer will permit the use of its premises for the purpose of union meetings, with notice and without cost to the union.

b) Work Site Access

The representatives designated by the union will be given access to work sites to meet with employees covered by this collective agreement during their meal and other scheduled breaks, whether paid or unpaid.

3.09 Employee Contact Information

The employer will provide to the union a list of all the employees in the bargaining unit. The list will include each employee's full name, home mailing address, personal telephone number, personal e-mail (if available), and work e-mail. The list will also indicate the employee's job title/classification, work location and employment status (e.g. full-time, part-time, temporary, seasonal, casual), and if the employee is on a leave of absence, the nature of the leave. The employee contact list will be provided in an electronic spreadsheet to the union contact designated by the executive on an annual basis and whenever the employer is notified of changes.

3.10 Union Orientation Sessions

a) Potential Employees

During the interview process, the employer will advise potential employees that a collective agreement is in effect and will inform them of the conditions of employment set out in the articles dealing with union security and dues.

b) Notification of New Hires

The union will be notified of the full name, home mailing address, personal telephone number, personal e-mail (if available) and work e-mail, job title/classification, work location, employment status (e.g. full-time, part-time, temporary, seasonal, casual), and start date of all employees hired into the bargaining unit prior to their first day of employment.

c) New Employees

On commencing employment in a position within the bargaining unit, the employer will introduce the new employee to the union representative designated by the union. The representative designated by the union will be given an opportunity to meet privately with each new employee during the first week of employment to acquaint them with the structure, benefits, and duties of union membership. The union will be provided up to thirty (30) minutes for this purpose within regular working hours and without loss of pay for either employee.

d) Orientation Sessions

Where the employer conducts staff orientation sessions, the union will be provided up to thirty (30) minutes during such session to make a presentation about membership in the union. The employer will leave the room during the union presentation.

e) Regular Staff Meetings

During any staff meeting, the union will be provided an opportunity to make union announcements. The union will also be provided an opportunity to hold meetings with the employees in the bargaining unit at the conclusion of staff meetings. Up to thirty (30) minutes at the end of each respective meeting will be allowed for this purpose, without loss of pay to those in attendance. Those employees outside of the bargaining unit will not be in the room during the union's meeting.

3.11 Copies of the Agreement

The employer will provide sufficient copies of the collective agreement to employees within thirty (30) calendar days from the date it receives the signed copy of the collective agreement and to all new employees upon hire.

3.12 Bulletin Boards

The Employer will provide a bulletin board in each work site. Bulletin boards will be located in areas that are highly visible and readily accessible to all employees. The bulletin boards will be used solely for postings by the union.

3.13 Union Logo

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

3.14 Refusal to Cross Picket Lines

The employer agrees that no **employee will be asked or** required to cross a picket line. Failure to cross 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 will not be considered a violation of this agreement, nor will** it be grounds for disciplinary action. There **will** be no loss of wages or benefits for any employee that refuses to cross a picket line.

ARTICLE 4 – UNION SECURITY

4.01 Union Security

Every employee who is now or **later** becomes a member of the union **will** maintain membership in the union as a condition of **the employee's** employment. **Every new employee will**, within thirty (30) calendar days after the commencement of the **employee's** employment, apply for and maintain membership in the union as a condition of employment, and **will** tender to the union the periodic dues uniformly required to be paid by the members of the union.

4.02 Union Dues Deduction and Remittance

a) Union Dues Deduction and Remittance

The employer will deduct dues, initiation fees, and assessments as set by the union from each pay of all employees covered by this collective agreement. Such deductions will be forwarded to the union representative as designated by the union no later than the tenth (10th) day of the month following the one in which they were deducted.

b) Dues Supporting Documentation

Along with the deductions, the employer will provide:

- i) a completed union dues remittance form, supplied by the union, and**
- ii) an electronic spreadsheet indicating the pay period covered by the deduction and the following information for all employees from whose wages the deductions have been made: full name, employment status (such as full-time, part-time, temporary, casual), classification/job title, work location, regular earnings, hours worked, and dues deducted.**

The employer will also send a copy of the union dues remittance form and spreadsheet to the union representative as designated by the union.

c) T-4 Slip

The employer will report the yearly number of dues paid by each employee on the employee's T-4 slip or any other legal reporting requirement which replaces the requirement to report dues remitted on a T-4 slip in the future.

ARTICLE 5 – SENIORITY

5.01 Recognition of Seniority

Both parties recognize the principle of promotion within the service of the employer and that job opportunities should increase in proportion to length of service.

5.02 Seniority Defined

- a) Seniority is defined as the length of service with the employer in the bargaining unit.**
- b) Seniority will be used in determining preference or priority for promotions, transfers, schedules, vacation, overtime, call-ins, call-backs, demotions, layoffs, and recall, provided that the senior employee is able to meet the normal requirements of the job.**
- c) Seniority will operate on a bargaining-unit-wide basis.**

5.03 Loss of Seniority

- a) An employee will not lose seniority while on scheduled days off, earned days off, paid holiday, layoff, vacation, workers' compensation, sick leave, short-term disability, long-term disability, or approved leave of absence.**
- b) An employee will only lose their seniority in the event:**
 - i) they voluntarily leave the service of the employer;**
 - ii) they are discharged for just cause and are not reinstated;**
 - iii) they are on layoff and are not recalled after a period of thirty-six (36) months.**

5.04 Seniority List

- a) A new employee will have their name placed on the seniority list effective from the date of employment.**
- b) The employer will maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list will be sent to the union and posted on all bulletin boards in January of each year and will be supplied to the union upon request.**

5.05 Seniority While Outside Bargaining Unit

- a) An employee may accept a temporary assignment or position with the employer outside of the bargaining unit without losing their seniority in the bargaining unit. Upon return to the bargaining unit, the employee will be returned to their former position. In addition, any other job position changes to any other bargaining unit member will also revert back to their original positions.**
- b) An employee who accepts a permanent position with the employer outside of the bargaining unit will maintain their seniority during their probationary period to a maximum of three (3) months. If returning to the bargaining unit before the completion of their probation period, the employee will be returned to their former position. In addition, any other job position changes to any other bargaining unit member will also revert back to their original positions.**

5.06 Service Calculations

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 6 – PROBATIONARY AND GRANT FUNDED EMPLOYEES

6.01 Probationary Employees

All employees hired from outside of the bargaining unit **will** serve a **three (3)** 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. **The probationary period may be extended up to a maximum of three (3) months with the mutual agreement of the union and the employer.**

During the probationary period, employees will be entitled to all rights and privileges of this agreement unless otherwise specified in this agreement. After completion of the probationary period, seniority will be effective from the original date of employment.

6.02 Grant Funded Employees

An employee in a grant-funded position **will** have all the rights and protections of the collective agreement, notwithstanding Article 8 – Layoff and Recall.

ARTICLE 7 – TECHNOLOGICAL CHANGE AND WORKPLACE SURVEILLANCE

7.01 Technological Change

a) Definition

Technological change means the introduction, update, or change in deployment by the employer of equipment, material, or technology including any digital system different than that previously used and/or any change in working conditions or work methods that affect one or more employees.

b) Technology/Data Impact Assessment

Prior to the introduction of a new digital technology or method of collecting, processing or using employees' data, the employer will

conduct a technology/data impact assessment in consultation with the union.

c) Advance Notice

In the event that the employer is considering the introduction of a technological change, they agree to notify the union, in writing, as far as possible in advance and no less than ninety (90) days prior to the proposed introduction or change in the use of workplace technologies, or the proposed implementation of a change in how employees' data is collected, processed, or used. Such notice will include but not be limited to a detailed description of and rationale for the change(s), the proposed implementation date, the anticipated effect(s) on the working conditions and employment security of employees, and the employees expected to be affected by the change(s). The employer also agrees to update the information provided as new developments arise, and modifications are made.

d) Negotiation

Within fifteen (15) calendar days of the union receiving notification of the employer's intention to introduce a technological change, the parties will meet to negotiate an agreement on solutions to the problems arising from the proposed technological change and the manner in which the technological change will be introduced and implemented.

Where the parties do not reach agreement within forty-five (45) calendar days after the date on which the union received notification from the employer of its intention to introduce a technological change, the parties will refer such unresolved matters to arbitration.

e) Training

Should technological change make it necessary for an employee to acquire additional or greater skills in order to perform the duties of their position or a new position created by the change, the affected employee shall receive the required training. All time spent training will be considered as time worked.

f) Job Protection

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 **technological change**.

7.02 Workplace Surveillance

The parties agree that surveillance equipment in the workplace will only be used for the purposes of ensuring the security of employer property and employee safety.

7.03 Privacy and Data Rights

a) Right to Privacy

The parties agree that employees have the right to privacy, including digital privacy. Any and all information collected on employees will not be used for any reason other than those mutually agreed to by the parties.

b) Union Communication

Communication between employees about the union or between employees and their union is private and confidential.

ARTICLE 8 – LAYOFF AND RECALL

8.01 Layoff Defined

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

8.02 Steps to be Taken Prior to Layoff

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

- a) Provide the union with written notice of the proposed layoff or elimination of the position **as soon as the employer becomes aware, but with no fewer than thirty (30) days' notice.**
- b) Meet with the union, **at the earliest possible opportunity**, to identify and propose possible alternatives to the proposed layoff(s) or elimination of the position(s), **including but not limited to job retraining.**

- c) **Make every reasonable effort to avoid reductions in the work force, reductions in hours, and/or job elimination.**
- d) **Provide any and all evidence that shows how the layoff(s) or elimination of the position(s) was necessary, all efforts that were made to avoid the layoff(s) or elimination of the position(s), and how the proposed alternatives were not feasible.**

8.03 Layoff Notice

- a) **In the event of a layoff, employees will receive the following notice of layoff, or pay in lieu of notice:**
 - i) **More than three (3) months but one (1) year or less seniority, no less than two (2) weeks;**
 - ii) **More than one (1) year but three (3) years or less seniority, no less than three (3) weeks;**
 - iii) **More than three (3) years but five (5) years or less seniority, no less than five (5) weeks;**
 - iv) **More than five (5) years but ten (10) years or less seniority, no less than seven (7) weeks;**
 - v) **More than ten (10) years, no less than nine (9) weeks.**

Notice of layoff will be in writing, with a copy to the union.

8.04 Layoff Procedure

- a) **Procedure for Layoff**
 - i) **Employees will be laid off in reverse order of their seniority;**
 - ii) **When layoffs occur, the employee(s) occupying the position(s) affected will have the right to accept the layoff, or be entitled to exercise their seniority to bump a less senior employee, providing they are qualified to perform the work of the position they chose to bump into;**
 - iii) **The employee must be able to perform the job within a reasonable period of orientation. Such period of orientation not to exceed thirty (30) days.**

b) Re-employment Efforts

In the event of any layoff of an **employee(s)** of the **bargaining unit**, the employer **will** undertake all reasonable efforts to arrange for the re-employment of the displaced **employee(s)** with affiliated and allied organizations as openings become available.

c) Grant Funded Positions

- i) Should the outside funding cease creating a job abolishment, such **employees will** not have the right to use their seniority to bump other employees who are paid through normal per capita payments.
- ii) Employees who are employed through funding, in whole or in part, from other sources **will** have the right to bump another grant-funded position provided they are senior and qualified.
- iii) Employees who are employed through per capita payments **will** have the right to use their seniority to bump employees in outside grant funded positions provided they are qualified for the job.
- iv) Employees who go from a per capita-paid position to a grant-funded position **will** be considered to be seconded from their permanent position and **will** 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.

8.05 Recall Procedure

- a) **Employees will be recalled in the order of their seniority**, taking into consideration qualifications and ability of the employee. Exception to this provision **will** be subject to mutual agreement.

The employee must be able to perform the job within a reasonable period of orientation. Such period of orientation not to exceed sixty (60) days.

The employer will notify the laid-off employee of recall by a registered letter to the employee's last known mailing address, with a copy to the union. Employees on layoff are responsible for notifying the employer of any change of mailing address while on layoff.

- b) **An employee will have thirty (30) days to accept a recall and return. Employees will not lose recall rights if they refuse a temporary position of less than thirty (30) days duration.**

- c) **No new employee will be hired until those laid off have been given an opportunity for re-employment.**

ARTICLE 9 – VACANCIES, APPOINTMENTS AND PROMOTIONS

9.01 Promotion

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

9.02 Vacancies

When a vacancy covered by this agreement occurs, the union **will** be notified within five (5) working days after receipt of the notification of **the position becoming vacant**. The vacancy or new position **will** be posted within **four (4) weeks of becoming vacant**. The position will be filled within **four (4) weeks of posting**. An extension to this timeline may be agreed to between the parties. **Such agreement will not be unreasonably withheld.**

9.03 Job Postings

All employees covered by this agreement **will** 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 **will** 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.

9.04 Appointments

The senior qualified applicant **will** be appointed to the position.

9.05 Trial Period

- a) All employees within the bargaining unit will serve a two (2) month **trial** 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.
- b) Employees **will** be confirmed in the position unless during their **trial** period the employer establishes the inability of the employee to fulfill the normal requirements thereof **or the employee chooses to return to their former position**. Any employee disqualified in accordance with the foregoing **will** revert to their former position and classification at their former salary rate.
- c) **The trial periods may be extended up to a maximum of two (2) months** with the mutual agreement of the union and the employer.

9.06 New Positions and Changes in Classification

a) New Positions

Prior to the establishment of new positions, the classification and salary **will** be negotiated between the employer and the union.

b) Changes in Classification

When the duties or requirements of any classification are changed or where the union and/or an employee feels they are unfairly or incorrectly classified, the classification/reclassification and rate of pay will be subject to negotiation between the employer and the union.

c) Short-Term Projects

Exceptions for short-term projects may be made by mutual agreement between the employer and the union.

d) Resolving Disputes

If the parties are unable to agree on the classification/reclassification and/or rate of pay of the job in question, such dispute will be addressed in accordance with the grievance and arbitration procedures.

9.07 Special Projects

Employees who go from a per-capita paid position to a grant-funded position to work on special projects **will** 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.

When the project ends, and they return to their former classification, the hours spent on the project **will** be credited hours towards an increment entitlement.

9.08 Grant Funding

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

9.09 Summer Students

For the period from May 1 to August 31 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.

9.10 Notification of Staffing Changes

The union will be notified of all appointments, hirings, layoffs, recalls, retirements, resignations, and dismissals. The union will also be provided with a copy of each job posting, letter of offer, and letter of appointment.

ARTICLE 10 – HOURS OF WORK

10.01 Normal Hours of Work

a) Fixed Hours Employees

i) Work Schedule

The normal hours of work will be a four (4) days per week consisting of four (4) shifts of seven (7) hours and thirty (30) minutes consecutive duration, between Monday to Friday, between the hours of 7:00 a.m. and 5:00 p.m., for a total of thirty (30) hours per week. Arrival and departure time flexibility is subject to approval by the employer.

ii) Scheduled Days Off

Normal scheduled days off will include Saturday and Sunday, and either Monday or Friday.

b) Flex Hours Employees

i) Work Schedule

The normal hours of work will be a modified five (5) day week / five (5) day week / four (4) day week (5/5/4) schedule based on a seven (7) hours and thirty (30) minutes work day for an average of thirty-five (35) hours per week.

ii) Earned Days Off

Hours of work **will** be averaged to allow seventeen (17) **earned** 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 **will** 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.

10.02 Meal Breaks and Rest Periods

- a) Employees will receive one (1) unpaid meal break of at least thirty (30) minutes per day.**
- b) Employees will receive two (2) fifteen (15) minute paid rest periods per day.**
- c) Meal breaks and rest periods can be taken separately or combined.**

10.03 Right to Disconnect

The employer agrees that employees have the right to disconnect outside of the normal hours of work and during breaks/rest periods. The employer will not afford employees beneficial treatment for choosing to stay connected.

ARTICLE 11 – OVERTIME

11.01 Overtime Defined

All time worked in excess or outside the normal workday, the normal workweek, or on a holiday will be considered as overtime.

11.02 Fixed Hours Employees

a) Overtime Pay

All overtime hours worked will be paid, to the nearest half-hour worked, at the rate of double time.

b) Time Off in Lieu of Overtime

Employees will be provided with the option to receive overtime pay or to accumulate overtime hours to be taken as time off in lieu.

Scheduling of such days, in whole or in part, will be by mutual agreement between the employee and the employer.

Any unused days will be paid out at the end of each calendar year, with the exception that a maximum of ten (10) days may be carried forward to the subsequent year upon approval by the employer.

c) Call-Back Pay

An employee who is called back to work after completing their normal hours of work and having left the office will 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 will be paid transportation costs.

d) Call-In Pay

An employee who is called in to work on Saturday, Sunday, a statutory holiday or a scheduled day off will be guaranteed at least two (2) hours' pay at double time, in addition to which the employee will be paid transportation costs.

e) Overtime Meals

An employee will be paid a thirty (30) minute meal period at overtime rates if they are required to work:

- i) two (2) or more consecutive hours of overtime continuous with the end of the working day, or
- ii) three (3) or more consecutive hours on a non-working day

11.03 Flex Hours Employees

a) Time Off in Lieu of Overtime

In lieu of payment for overtime, employees **will** 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.

- i) Scheduling of such days, in whole or in part, **will** be by mutual agreement between the employee and the employer and with the condition that no more than five (5) days **will** be taken off consecutively.
- ii) 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.
- iii) Days in the fund at the end of each calendar year **will** not be carried forward into the subsequent calendar year.

11.04 Summer Student Overtime

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

ARTICLE 12 – STATUTORY HOLIDAYS

12.01 Paid Holidays

- a) Employees **will receive** the following days **off** 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	

and any such others as are proclaimed legal holidays by the Federal government. Employees shall **receive** provincial or municipal holidays proclaimed for the employment area.

- b) **Employees will receive** the following additional days off without deduction of pay.
 - i) 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 **employer's** office is open preceding Christmas Eve.
 - ii) The working days between Boxing Day and New Year's Day.

12.02 Holidays for Days Off

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

12.03 Paid Holidays During Vacation

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

ARTICLE 13 – VACATION

13.01 Vacation Year

Vacation year **will** be the calendar year (January 1 to December 31).

13.02 Length of Vacation

Employees **will** be entitled to annual vacations on the following basis:

- a) An employee with less than one (1) year of service **will** be prorated according to their **base designation**.
- b) An employee with one (1) year of service but less than two (2) years **will receive** three (3) weeks of vacation with pay.

- c) An employee with two (2) years of service but less than seven (7) years **will receive** four (4) weeks of vacation with pay.
- d) An employee with seven (7) years of service but less than twelve (12) **years will receive** five (5) weeks of vacation with pay.
- e) An employee with twelve (12) years of service **will receive** six (6) weeks of vacation with pay.
- f) One (1) additional week of vacation per year **will** be granted for every five (5) years of service thereafter to a maximum of ten (10) weeks.

13.03 Recognition of Previous Vacation Entitlement

For the purpose of determining vacation entitlement at the commencement of employment with the **employer**, new employees **will** be given credit for **consecutive** 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.

13.04 Vacation Calculations

- a) 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.
- b) 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.

13.05 Vacation Scheduling

Requests for vacation **will** be in writing. The granting of vacation leave **will** be by a clear and concise answer, which will be communicated to the employee. A request for vacation leave **will** not be unreasonably denied.

13.06 Unbroken Vacation Period

An employee will be entitled to receive their vacation in an unbroken period unless otherwise mutually agreed upon between the employee and the employer.

13.07 Approved Leave of Absence During Vacation

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

- a) **granted bereavement leave, or**
- b) **granted sick leave,**

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

13.08 Vacation Carry Over

Vacations not taken during the current year by authorization in writing **will** not be cumulative except by mutual agreement in writing between the employer and the union. In no case **will** such authorized vacation accumulation exceed one year's vacation credits, to a maximum of six (6) weeks of entitlement, whichever is less.

13.09 Vacation Bonus

A vacation bonus of forty **percent** (40%) of vacation entitlement earnings **will** be paid by March 1 of each calendar year. The vacation bonus **will** be calculated based on the previous year's vacation entitlement earnings.

13.10 Vacation Pay on Overtime

In addition to payment for vacation or paid time off for vacations as outlined in Article **13 – Vacation**, vacation pay **will** be paid on all earnings under the provisions of Article **11 – Overtime**.

13.11 Vacation Pay on Termination of Employment

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 **Article 14.02 – Length of Vacation** of the **agreement**. 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.

13.12 Vacation Pay for Part-Time and Temporary Employees

Less than full-time and temporary employees will receive vacation pay and **forty percent (40%)** bonus on vacation pay.

13.13 Vacation Record

Employees will have access to and be informed of their vacation accumulation and usage on the employee self-service program.

ARTICLE 14 – SICK LEAVE

14.01 Short-term Illness

Employees **will** be entitled to one and **three-quarter (1 3/4)** days per month for minor illness, to a total of **twenty-one (21)** days per year, and such leave **will** be accumulative from year to year, to a maximum of **two hundred fifty (250)** days of accumulation.

14.02 Extended Illness

- a) 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:
 - i) Employees **will** receive up to **one hundred twenty (120)** 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 **eighty percent (80%)** gross pay, including the pension contribution.
 - ii) To qualify for the extended illness provision, an employee must have completed the probationary period.
- b) After **one hundred twenty (120)** 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.
- c) For clarity, this includes leaves pertaining to gender affirming care.

14.03 Long-term Disability

- a) 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 **one hundred twenty (120)** consecutive calendar days of disability. The benefit will continue in accordance with the terms of the LTD.

- b) Employees must meet the eligibility requirements set out in the LTD Plan in order to qualify for coverage.
- c) 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 **one hundred twenty (120)** consecutive calendar days waiting period again before benefits recommence, in accordance with the provisions of the LTD Plan.
- d) An employee **will** 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.

14.04 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) **will** 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.

14.05 Medical Leave Care

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.

14.06 Proof of Illness

Following five (5) consecutive days of illness, an employee may be required to provide a medical certificate from a medical practitioner as proof of illness. Such request will be in writing. If there is a cost to the employee for the medical certificate, it will be paid for by the employer.

14.07 Sick Leave Record

Employees will have access to and be informed of their sick leave accumulation and usage on the employee self-service program.

ARTICLE 15 – LEAVES OF ABSENCE

15.01 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 **will** give the employer one (1) month's written notice of intention to return and **will** be returned on terms no less favourable than those enjoyed previous to such leave, and at the prevailing rate of pay.

15.02 Parental Leave

- a) Leave of absence **will** be granted **for maternity, surrogacy, parental or adoption purposes**.
- b) An employee **will** 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.
- c) An employee on maternity/parental/adoption leave may take an unpaid leave which combined with paid leave will not exceed eighteen (18) months.
- d) Seniority **will** continue to accumulate for the period of the leave.
- e) An employee returning to work after a maternity, parental, or adoption leave **will** give the employer **one (1)** month's notice in writing of intention to return, and in the case of maternity leave, **the employee may be required to provide medical documentation** showing that the employee is physically capable of **returning** to normal duties.
- f) 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.
- g) When employees are returning from such leave, they **will** be entitled to their former position and rate of pay.

15.03 Interpersonal Violence Leave

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.

a) Duration of Leave

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:

- i) **Paid** 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;
- ii) Unpaid leave of up to seventeen (17) weeks be taken in one continuous period.

b) Purpose of Leave

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

- i) To seek medical attention for the employee or the employee's child **in with respect to** a physical or psychological injury or disability caused by interpersonal violence;
- ii) To obtain services from a victim services organization;
- iii) To obtain psychological or other professional counselling;
- iv) To relocate temporarily or permanently;
- v) 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;
- vi) Any other required purpose.

c) 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.

d) Ending Leave Early

Unless the employee and employer agree otherwise, an employee may end a leave earlier than the expiry of seventeen (17) weeks by giving the

employer written notice **at least two (2) weeks** before the day they wish to end the leave.

e) Confidentiality of Information

- i) 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
- ii) Not disclose information relating to the leave to any person except:
 - 1. To employees or agents who require the information to carry out their duties;
 - 2. As required by law; or
 - 3. With the consent of the employee to whom the leave relates.

f) 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.

g) 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.

h) 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.

15.04 Family Leave

An employee **will** be entitled to utilize up to **eight (8)** paid days per calendar year to attend to family obligations and/or responsibilities. **Such time will be taken in no less than one (1) hour increments.**

15.05 Bereavement Leave

In the case of death of a member of **an employee's** family, the employee **will be entitled to** leave of absence with pay for five (5) days.

Further time **will** be granted in extenuating circumstances to the extent that the regular and efficient operation of the **employer** will allow. **In addition to the above, consideration will be given for special instances. Such leave will be in addition to leave granted under Article 15.07 – Special Instance Leave.**

For the purpose of the foregoing, members of the family will be defined as **parent (including step-parent and legal guardian), sibling, spouse (including common-law or same sex partner and fiancé), child (including step-child and legal ward), parent-in-law, grandparents, grandchild, sibling-in-law, parent's sibling, sibling's child, Indigenous Elder (as designated by the Indigenous community),** and someone with whom you have had a very close relationship.

15.06 Marriage Leave

Employees getting married will be granted three (3) days leave with pay. Such leave will be in addition to leave granted under Article **15.07**.

15.07 Special Instance Leave

Other special instances where leave of absence with pay may be requested will be considered individually by the employer. **Leaves for this purpose will not exceed five (5) days in any one (1) year.**

15.08 Jury Duty and Court Attendance Leave

When an employee is subpoenaed for jury duty or as a court witness such employee **will** not suffer any loss of salary or wages while so serving. The amount paid by the employer **will** be the difference between the employee's normal salary and the indemnity paid by the court. This clause **will** not apply in the case of an employee being a witness on their own behalf.

15.09 Professional Development Leave

The employer agrees that leave of absence with pay **will** be granted to members of the bargaining unit to attend employee development educational programs. Such leave **will** 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.

15.10 Union Leave

To the extent the employer is not significantly impacted and upon notification to the employer, an employee elected, selected, appointed, or delegated to attend union functions or perform union activities will be granted leave of absence, with pay and benefits and without loss of seniority. Such leave request will not be unreasonably denied. The union will reimburse the employer for receipt of such pay.

15.11 Public Office Leave

An employee who is elected to public office will be granted leave of absence without pay and without loss of seniority for the term of that office. Public office will 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.

15.12 Leave for Employment with Other Union Organizations

Leave of absence without pay and without loss of seniority, will be granted to an employee requesting leave to work for the national union or any of its local or provincial affiliates, or any other affiliated union, provided the employer has received two (2) week's written notice, for a period not exceeding one (1) year. Request for extension of such leave may be granted to the extent that the regular and efficient operation of the employer will allow. Such extension request will not be unduly denied. On application by such employee, the employer agrees to reinstate the employee in terms no less favourable than those enjoyed previous to such leave.

15.13 Leave for Labour Movement Activities

An employee will 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 will be paid to the employer.

ARTICLE 16 – NO DISCRIMINATION

16.01 No Discrimination

The employer and the union agree that all employees will be protected against discrimination respecting their human rights and employment and that there will be no discrimination, interference, restriction, coercion, harassment, or violence exercised or practiced with respect to any employee or applicant for employment in any and all matters, including but not limited to hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall,

discipline, classification, discharge or otherwise, by reason of age, race, colour, **religion, creed, sex, sexual orientation, identity or expression, gender identity or expression, physical or mental disability, illness or disease**, place of residence, **citizenship or immigration status, ethnic, national or aboriginal origin, pregnancy, marital status, family status, physical appearance or attributes, source of income, political belief, affiliation or activity, membership in a professional, business or trade association, employers' organization or employees' organization**, or any other prohibited ground under applicable human rights legislation, nor by reason of membership or activity in the union.

16.02 Gender Identity and Pronouns

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.

16.03 Principle of Fair Treatment

The **parties agree that the** principle of fair treatment is a fundamental one and both the employer and **the union** 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.

ARTICLE 17 – FAIR EMPLOYMENT

17.01 Pay Equity

The parties agree to the principle of equal pay for work of equal value where work that is comparable in value based on skill, effort, responsibility and working conditions is paid equally, regardless of gender or any other protected ground described in this agreement and/or legislation.

The parties agree that the employer will have the responsibility to develop, implement, maintain, monitor, and evaluate proactive policies, processes and initiatives designed to support equal pay for work of equal value, in consultation with the union.

17.02 Employment Equity

The parties agree to the principle of a representative workforce for equity deserving workers where individuals identifying as women, Indigenous, Black and racialized, 2SLGBTQIA+, and persons with disabilities are employed in all classifications and at all levels in proportion to their

representation in the working age population within the provincial population.

The parties agree that the employer will have the responsibility to develop, implement, maintain, monitor, and evaluate proactive policies, processes and initiatives designed to support a representational workforce, in consultation with the union.

ARTICLE 18 – DUTY TO ACCOMMODATE

18.01 Duty to Accommodate

a) Shared Responsibility

Accommodation of employees within the workplace is a shared responsibility between the employer, the union, and the employee. **The employer recognizes their duty to accommodate and duty to inquire responsibilities.**

b) Reasonable Accommodation

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 **perform or** return to their regular duties as a consequence of an occupational or non-occupational disability, **or who require accommodation on the basis of any protected grounds described in *The Saskatchewan Human Rights Code*, and as defined in this agreement.**

c) Accommodation of Employees

i) In consideration of accommodating an employee, the following **will** apply in the order listed below:

1. Determine if the employee can perform their existing job as it is;
2. If the employee cannot, then determine if the employee can perform their existing job in a modified form;
3. If the employee cannot, then determine if they can perform another job in its existing form;
4. If the employee cannot, then determine if they can perform another job in a modified form;

5. If there are no positions within the bargaining unit that are available, consideration **will** be given by the parties to pursue jobs outside of the bargaining unit.

ii) All options **will** be considered when accommodating employees. **The employer recognizes that the duty to accommodate is ongoing, and that additional accommodation may be necessary if the earlier accommodation is found to be unsuitable.**

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

d) Training and Retraining

The employer agrees to provide adequate training/retraining for members who are accommodated in new and reassigned positions.

e) Medical Information

i) 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.

ii) 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 **will** be limited to:

1. A prognosis for recovery, with or without limitation;
2. A clear opinion as to the employee's fitness to return to work;
3. An opinion as to the employee's fitness to perform the specific duties of their current job or the accommodation being considered;
4. How long any limitations may last.

iii) Any charges for such medical documentation **will** be reimbursed to an employee by the employer.

f) Accommodation Meetings

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

ARTICLE 19 – HEALTH AND SAFETY

19.01 Responsibilities

The employer and the union are committed to promoting a safe and healthy workplace in compliance with *The Saskatchewan Employment Act* and *The Occupational Health and Safety Regulations*. The parties agree that every **employee has the right to know the hazards at work, the right to participate in occupational health and safety, the right to refuse unsafe work, and the right to no reprisals for exercising their occupational health and safety rights under the collective agreement and/or relevant legislation.**

While the provision of a healthy and safe workplace is the responsibility of the employer, both parties agree to cooperate on promoting and improving rules and practices which will enhance the physiological, psychological, and social well-being of all employees with respect to working conditions. The employer and the union agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent accidents, injury, and illness, and to promote the health and safety of all employees.

19.02 Health and Safety Committee

- a) A joint management and union occupational health and safety committee will be established consisting of up to two (2) members of the union and up to two (2) members of the employer. The union and employer will each select a respective co-chair. The committee will meet at least quarterly. Minutes will be taken of all meetings and copies will be sent to the employer and union. All time spent attending meetings or performing duties of the committee will be considered as time worked.**
- b) All members of the committee will receive level 1 occupational health committee training. In addition to level 1, co-chairs will receive level 2 occupational health committee training. Training will be provided by WorkSafe Saskatchewan or an approved training provider mutually agreed to by the parties, with full costs paid by the employer. All time spent attending training will be considered as time worked.**

19.03 Personal Protective Equipment

An employee who is required to wear or use any personal protective equipment (PPE), including but not limited to clothing, will have the PPE supplied by the employer at no cost to the employee. Employees will be instructed and trained in the care, use, and limitations of all required

PPE before wearing or using it for the first time and at regular intervals thereafter.

19.04 Union Notification

The union co-chair of the health and safety committee will be notified by the employer, as promptly as possible, of any reported accident(s), incident(s) or illness(s) that are work-related and require a committee investigation. The purpose of this investigation is to find the causal and contributing factors of the accident, incident, or illness and to develop corrective actions using the hierarchy of controls and written procedures to prevent it from happening again. The union co-chair will be a part of all aspects of the investigation. Where there is a disagreement over the causal and contributing factors of an incident or the recommendations, both views will be recorded in the written report. For further clarity, incidents that did lead or could have led to lost time injuries, fatalities, or illness will be investigated by the committee.

19.05 Workers' Compensation

The employer agrees that all employees will be covered by *The Workers' Compensation Act* and its regulations.

19.06 Harassment and Violence

a) Harassment and Violence Definitions

i) Definition of Harassment

Harassment is defined as any inappropriate, vexatious or objectionable action, conduct, comments, gesture or display, including of a sexual nature, by an individual that is known or ought reasonably to be known to be unwanted or unwelcome.

Harassment can be direct or indirect, obvious or subtle, and in any form of expression. It may involve a single serious incident or repeated incidents and can be psychological, physical or a combination of both.

Discrimination under one or more of the protected grounds described in *The Saskatchewan Human Rights Code*, and as defined in this agreement, is a form of harassment.

ii) Definition of Violence

Violence is defined as any attempted, threatened or actual exercise of physical force by an individual that causes or could cause physical or psychological injury or illness. Workplace violence may include an action, behaviour, conduct, comment, or gesture that harms, harasses or can reasonably be interpreted as a threat to exercise physical force that could cause physical or psychological injury or illness.

iii) Definition of Workplace

The workplace is any location in which employees are performing work-related activities.

b) Harassment-Free and Violence-Free Workplace

The employer and the union agree that harassment and violence are not acceptable and not part of the job. Both parties agree to work together towards the prevention and elimination of any and all forms of harassment and violence in the workplace.

The employer recognizes their responsibility to provide a workplace free from harassment and violence.

In carrying out these responsibilities, the employer will:

- i) Take all reasonable steps to prevent and protect against harassment and violence;**
- ii) Take all reasonable steps to eliminate hazards and control risk factors for harassment and violence, including work environment factors**
- iii) Promote a safe and healthy working environment, free from harassment and violence;**
- iv) Uphold the principle of zero tolerance of harassment and violence**
- v) Perform hazard inspections, risk and hazard assessments, policy and procedure audits, and evaluations of implemented recommendations through the joint occupational health and safety committee (JOHSC)**
- vi) Provide training and education, in consultation with the JOHSC, to employees, supervisors and management regarding**

harassment and violence policies and procedures, occupational health and safety legislation and regulations, and how to recognize, report, investigate and appropriately address harassment and violence

vii) Encourage employees to report all incidents of harassment and violence, including near hits, to the employer, the union, and/or the JOHSC

viii) Ensure employees are protected from retaliation and reprisal

ix) Advise employees of their right to union representation.

c) Harassment and Violence Policies and Procedures

In compliance with *The Saskatchewan Employment Act* and *The Occupational Health and Safety Regulations*, the employer will ensure **harassment and violence policies, procedures and prevention plans are developed, implemented, maintained, monitored and evaluated**, in consultation with **the JOHSC**, to address the prevention of **harassment and violence**, the management of violent situations and to work towards the elimination of the **causal factors of harassment and violence**, and provide support to employees who have faced **harassment and violence**. The policies and procedures **will be in addition to** the employer's health and safety policies and procedures, and **digital and printed copies of the policies, procedures and prevention plans will be posted on the employee portal and on the occupational health and safety bulletin board, so that they are accessible to all employees.**

The policies and procedures **will** include, but not be limited to:

- i) Provisions requiring disclosure of any and all relevant information regarding previous, actual, or potential harassment and violence risks and hazards to the JOHSC, the union, and employees;**
- ii) Provisions that ensure investigations will be conducted in a prompt, objective, sensitive, confidential, and trauma informed manner;**
- iii) Provisions for the JOHSC to perform hazard inspections, risk and hazard assessments, policy and procedure reviews and audits, and evaluations of implemented recommendations on a regular basis;**

- iv) **Processes and timelines for reporting incidents and filing complaints, investigating incidents and complaints, and addressing incidents and resolving complaints;**
- v) **Provisions for providing employees, supervisors and management with the training and education necessary to prevent harassment and violence, identify and deal with harassment and violence when they occur, and know the procedures for filing complaints, reporting incidents and carrying out investigations.**
- vi) **Provisions ensuring safety and security procedures are in place to summon assistance, especially in circumstances where working alone cannot be avoided;**
- vii) **Provisions ensuring employee protection from discrimination, coercion, intimidation, retaliation, or reprisals for raising concerns about harassment and/or violence in the workplace;**
- viii) **Provisions ensuring access to trauma informed counselling where preventative measures have failed to prevent incidents of harassment and violence.**
- ix) **Provisions for joint investigations by the JOHSC, and investigations by an independent third (3rd) party in any circumstance that involves the employer and/or union members**
- x) **Provisions for documentation of incidents/complaints, investigations, and attempts to address/resolve incidents/complaints that ensure copies, including but not limited to written investigation reports that include the incident/complaint, conclusions and recommendations, are provided to the parties involved, the union and the JOHSC**
- xi) **Provisions for ensuring that the appropriate responses and necessary corrective actions are taken**
- xii) **Provisions outlining examples of harassment and violence, and sources of harassment and violence**
- xiii) **Provisions outlining potential consequences, including discipline, or dismissal, for engaging in harassing or violent behaviour, and ensuring the right to access the grievance and arbitration procedures as well as the right to press formal charges with the police.**

ARTICLE 20 – LABOUR MANAGEMENT RELATIONS

20.01 Representation

a) Employer Representatives

The employer will supply the union with a list of its supervisory or other personnel who are authorized to represent the employer and with whom the union may be required to transact business.

b) Union Representatives

The union will supply the employer with the names of its officers and committee members who are authorized to represent the union.

20.02 Negotiating Committee

A negotiating committee will be established consisting of up to three (3) members of the union and up to three (3) members of the employer. All time spent attending meetings of the committee, up to and including mediation/conciliation (or interest arbitration as the case may be), will be considered as time worked.

20.03 Labour/Management Committee

A labour/management committee will be established consisting of up to three (3) members of the union and up to three (3) members of the employer. At the request of either party, meetings will be held, not more frequently than once a month, to discuss emerging issues and any matters of concern, excluding grievances. Minutes will be taken of all meetings and copies will be sent to the employer and union. All time spent attending meetings of the committee will be considered as time worked.

ARTICLE 21 – GRIEVANCE PROCEDURE

21.01 Definition of Grievance

A grievance will be defined as any difference or dispute between the employer and any union member(s) or the union.

21.02 Settling of Grievance

An earnest effort will be made to settle grievances fairly and promptly in the following manner:

a) **Informal Step**

Prior to submitting a formal grievance, an employee and/or the union will attempt to resolve a difference or dispute through a discussion with the immediate out-of-scope supervisor.

b) **Step 1**

Failing settlement at the informal step, the union may submit a formal grievance to the executive director within thirty (30) calendar days of discovery or cause for the complaint. The grievance committee, accompanied by the grievor(s), will meet with the executive director to discuss the grievance within ten (10) working days of receiving the grievance. The executive director shall provide a written decision within five (5) working days of the meeting.

c) **Step 2**

Failing settlement at Step 1, within ten (10) working days, the union may advance the grievance to the president of the SFL. The grievance committee, accompanied by the grievor(s), will meet with the president to discuss the grievance within ten (10) working days of receiving the grievance. The president will provide a written decision within five (5) working days of the meeting.

d) **Step 3**

Failing settlement at Step 2, within ten (10) working days, the union may advance the grievance through the secretary-treasurer of the SFL to an executive council committee made up of the secretary-treasurer and two (2) 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 will be the replacement from the executive council. The grievance committee, accompanied by the grievor(s), will meet with the executive council committee in an effort to settle the grievance within ten (10) days of receipt of the referral to Step 3. The executive council committee will provide a written decision within five (5) working days of the meeting.

e) **Step 4 - Referral to Arbitration**

Failing settlement in Step 3 and within thirty (30) calendar days of receipt of the executive council committee's decision, then either party may refer the matter in dispute to arbitration.

21.03 Initiation of Special Meetings

Nothing will preclude the parties to this agreement from meeting at any stage of the grievance and arbitration procedures in an attempt to resolve the dispute(s). At the request of either party to this agreement, meetings between the grievance committee or union representatives and representatives of the employer will be held.

21.04 Alternative Dispute Resolution

By mutual consent, the parties may agree to use the services of a mediator or expedited arbitration. The parties agree to share the costs of the mediation or expedited arbitration.

21.05 Grievance Settlements

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

21.06 Grievance Procedure Time Limits

The time limits referred to in this procedure may be extended or amended by mutual agreement between the parties. Such agreement will not be unreasonably withheld.

21.07 Grievance Committee

The employer acknowledges the rights and duties of the union grievance committee and union representatives in investigating, preparing, processing, presenting, and settling grievances.

21.08 Permission to Leave Work

a) Grievance Committee and Union Representatives

The grievance committee and union representatives will be entitled to leave their work during working hours in order to carry out their functions under this agreement, including, but not limited to, the investigation and processing of grievances, attendance at grievance meetings with the employer, and participation in negotiations, mediation and arbitration. All time spent in performing such duties will be considered as time worked.

b) Grievor

The grievor will be entitled to leave their work during working hours to attend grievance meetings with the employer. The grievor's time spent in grievance meetings will be considered as time worked.

21.09 Meeting Rooms for Grievances

In order to facilitate an orderly and confidential investigation of grievances, the employer will make available the temporary use of a private office or similar facility, with notice. The employer will also supply the necessary facilities for the grievance meetings.

ARTICLE 22 – ARBITRATION PROCEDURE

22.01 Referral to Arbitration

It is agreed by the parties that any difference of opinion relating to the interpretation, application, or administration of this agreement which cannot be settled after exhausting the grievance procedure may be settled by arbitration. A notice of intent to arbitrate will be forwarded to the other party within the time limits set out in Article 21.02 - Settling of Grievance and such notice will contain the name of the party's nominee to the arbitration board or their preferred list of arbitrators.

22.02 Selection of Board of Arbitration or Single Arbitrator

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 will be followed as quickly as possible in order that an early settlement of the dispute can be attained.

22.03 Powers of the Board of Arbitration or Single Arbitrator

The said impartial chairperson or arbitrator will hear, consider and finally rule on such disputes and will render such decision in accordance with this agreement. The judgement of the impartial chairperson or arbitrator will be made within **sixty (60) calendar days or thirty (30) calendar days, respectively, after the hearing, except by mutual consent.**

22.04 Decision of the Board of Arbitration or Single Arbitrator

It is agreed and understood that the award of the impartial chairperson or arbitrator **will** be final and binding.

The decision may be communicated verbally but **will** be confirmed in writing to the union and the employer.

22.05 Payment for Board of Arbitration or Single Arbitrator

All the expenses of arbitration, including remuneration of the impartial chairperson or arbitrator **will** be shared equally by the union and the employer.

22.06 Arbitration Procedure Time Limits

The time limits specified in this section may be extended by mutual agreement **between the parties. Such agreement will not be unreasonably withheld.**

ARTICLE 23 – DISCIPLINE, DISMISSAL AND PERSONNEL RECORDS

23.01 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.

23.02 Principle of Innocence

a) Just Cause

No employee will be disciplined, suspended, or dismissed unless there is just cause for such action.

b) Burden of Proof

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

23.03 Progressive Discipline

a) Principle of Progressive Discipline

The employer agrees to follow the principles of progressive discipline:

- i) Verbal reprimand(s)
- ii) Written reprimand(s)
- iii) Suspension(s)
- iv) Dismissal

b) Coaching

The employer agrees that a coaching process usually precedes the discipline process and will make every reasonable effort to resolve issues with respect to employee conduct and performance through discussion and consultation with the employee and union prior to initiating disciplinary action.

c) Verbal Reprimand

In a discipline meeting, the employer will provide a letter of verbal reprimand outlining to the employee the reason for the reprimand, how they should correct their work or conduct, and what will happen if their misconduct continues. Such letter will become part of an employee's record subject to Article 23.09 - Record of Discipline. The employee's reply to the specific complaints, accusations, or expressions of dissatisfaction will also be recorded. Letters of verbal reprimand will be forwarded to the union.

d) Written Reprimand

In a discipline meeting, the employer will provide a letter of written reprimand outlining to the employee the reason for the reprimand, how they should correct their work or conduct, and what will happen if their misconduct continues. Such letter will become part of an employee's record subject to Article 23.09. The employee's reply to the specific complaints, accusations, or expressions of dissatisfaction will also be recorded. Letters of written reprimand will be forwarded to the union.

e) Suspension

In a discipline meeting, the employer will provide a letter of suspension outlining to the employee the length of suspension, the reason for the suspension, how they should correct their work or conduct, and what will happen if their misconduct continues. Such letter will become part of an employee's record subject to Article 23.09. The employee's reply to the specific complaints, accusations, or expressions of dissatisfaction will also be recorded. Letters of suspension will be forwarded to the union.

f) Dismissal

In a discipline meeting, the employer will provide a letter of dismissal outlining to the employee the reason for the dismissal, including a specific statement of just cause. The employer shall give thirty (30) calendar days' notice in writing or pay in lieu of such notice.

23.04 Investigation and Disciplinary Action

a) Investigation

Where the employer intends to meet with an employee for investigative purposes, the employer will do so within fifteen (15) calendar days of the employer becoming aware of the incident. The employee and the union will be promptly notified in writing of the outcome of the investigation. Investigation meetings will occur during an employee's regular working hours, and all time spent in such meetings will be considered as time worked for the employee and union representative.

b) Disciplinary Action

An employee will be given an opportunity to provide a defence for their actions prior to any disciplinary action being taken. Any disciplinary action against an employee will be taken within fifteen (15) calendar days of the employer having knowledge of the incident giving rise to the discipline. The employee and the union will be promptly notified in writing of the disciplinary action being taken, including the reasons for such discipline. Disciplinary meetings will occur during an employee's regular working hours, and all time spent in such meetings will be considered as time worked for the employee and union representative.

23.05 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 ~~will~~ be included. Suspension pending investigation is not considered discipline and **will be with pay. The **employer will** 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.**

23.06 Suspension or Dismissal Without Cause

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

23.07 Payment of Wages and Benefits of Dismissed Employees

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

23.08 Right to Union Representation

Every employee has the right to be represented by a union representative at any meeting with the **employer** or investigative proceeding which might lead to discipline.

- a) Where the employer intends to meet with an employee for **investigative or disciplinary purposes**, the employee **will** be so notified in writing of the purpose of the meeting, **in advance**, and informed of the right to have a **union** representative present at the meeting. **The union will receive a copy of such notification.** 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 **will** be done so in writing. If at any time during the meeting the employee chooses to rescind the waiver, the employee ~~shall~~ **will** 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 will** render all resulting discipline null and void.

23.09 Record of Discipline

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

23.10 Personnel Records

All employees will be notified of any letters placed in their personnel file. An employee's personnel record will be accessible to them, upon request. The employee is entitled to receive a copy of the file if requested.

ARTICLE 24 – PENSION

24.01 Pension Plan

The employer will be a participating employer in the Teamsters/Retail Wholesale and Department Store Union (RWDSU) General Workers Union Pension Plan and Trust Fund defined benefit plan administered by Prairie Teamsters Administration Services Ltd. as per the terms of that plan.

a) **Membership**

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, **will** become eligible to be covered under the Teamsters/RWDSU General Workers Union Pension Plan and Trust Fund (the "trust fund") if they chose.

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.

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 25.02 - **Seconded Employees**, **will** automatically be enrolled on their start date in the plan as a mandatory provision of employment at the SFL.

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.

Once enrolled in the plan, **an employee** can only leave the plan through termination of employment or retirement from their employment with Employer or otherwise allowed under The Saskatchewan Benefits Act.

Unless approved by the board of trustees, there will not be any purchase of any past service.

b) **Trust Agreement**

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:

The trust agreement is entered into by the participating Unions ("the Union") and the trustees.

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 (SJBWDSU) unions.

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.

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.

The trust fund will be operated so that it is registered under the Income Tax Act and any applicable Pension Benefits Act.

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.

All employees of the employer represented by the union **will** 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 **will** be made to the trust fund:

By each participating employee effective January 1, 2019, three percent (3%) of gross earnings.

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

i) 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 **will** contribute an amount equal to the total sum paid for both the employer and employee contributions. In no case **will** this benefit be paid beyond the age of **sixty-five (65)**.

Contributions along with a list of the employees for whom they have been made (showing employee and employer amount separately) **will** be provided by the employer to the trust company, plan administrator, or other financial institution designated by the trustees to receive these and **will** 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 **will** be prepared in a form compatible with the employer's system and **will** also show the amount of voluntary contributions, if any.

As the provisions of the trust fund allow for employees to make voluntary contributions (subject to Canada Revenue Agency's limits), the employer **will** 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 **will** be administered by such organization, persons, or entity as the trustees **will** decide. The employer agrees that it **will** 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 **will** assist the trustee as requested to ensure the proper and efficient operation of the trust fund.

e) Registered Retirement Savings Plan (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 **will** 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.

24.02 Canada Pension Plan

The Canada Pension Plan **will** in no way affect the contribution of either party to the existing pension plan.

24.03 Changes to Pension Plan

The parties agree that no alterations or amendments to the pension plan will be made by the employer without the mutual agreement of the union.

24.04 Change of Pension Plan Provider

The parties agree that no substitutions of the pension plan carrier and/or provider will be made by the employer without the mutual agreement of the union.

24.05 Disclosure of Pension Plan Information

The union will be provided with all current information regarding the pension plan. The employer will provide a brochure or similar describing the pension plan to all employees.

ARTICLE 25 – HEALTH BENEFITS

25.01 Benefit Coverage

The employer will pay one hundred percent (100%) of the cost of the following benefit plans 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 Article 25.02 - Seconded Employees, and their dependents:

- a) Green Shield Health coverage comprised of:**
 - i) Extended Health Service (including out-of-province),**
 - ii) Semi-Private Hospital,**
 - iii) Dental Plan**
 - iv) Vision Care**
 - v) prescription drug plan**
 - vi) paramedical benefits**
 - vii) medical equipment and supplies**

b) Canada Life Health Insurance coverage comprised of:

- i) Group Life Insurance to a maximum of twice **(2x)** the annual salary of the Employee.
- ii) **Accidental Death and Dismemberment (AD&D) to a maximum of twice (2x) the annual salary of the employee**
- iii) Group insurance protection under the Long-Term Disability Benefits Plan.

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.

25.02 Seconded Employees

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 **25.01 - Benefit Coverage**, or
- b) Continue similar benefits as provided by the employer they have been seconded from. In this case, the **employer** will assume the costs for continuation of these benefits.

25.03 Retiree Benefits

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

"Retired" **will** 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 **will** 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.

25.04 Continuation of Benefits

The employer agrees to assume the full cost of the **health** benefits specified in **Article 25.01** on behalf of the employees on extended sick leave or total disability benefit except as provided under the provisions of total disability insurance coverage.

25.05 Changes to Benefits

The parties agree that no alterations or amendments to the benefit plans will be made by the employer without the mutual agreement of the union.

25.06 Change of Benefit Plan Carriers

The parties agree that no substitutions of the benefit plan carrier and/or provider will be made by the employer without the mutual agreement of the union.

25.07 Disclosure of Benefit Plan Information

The union will be provided with all current information regarding all insured benefits. The employer will provide a brochure or similar describing all benefit plans to all employees.

25.08 Pay in Lieu of Benefits

In lieu of benefits, less than full-time employees **will** be paid an amount equal to twenty-one **percent** (21%) of gross monthly salary.

The benefits compensation identified above shall be paid as follows:

Fifteen **percent** (15%) payable into a **RRSP**, 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 **will** meet to mutually agree on the applicable amount to be paid into the **RRSP**.

ARTICLE 26 – SUPPLEMENTARY EMPLOYMENT BENEFITS

26.01 Supplementary Employment Benefits (SEB)

a) SEB Plan on Lay-off

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

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

- i) An employee must have completed a minimum of two (2) years of service with the **employer** at date of lay-off in order to qualify for SEB as follows:
 - 1. **Two (2) years = Thirteen (13) weeks of benefits**
 - 2. **Three (3) years = Twenty (20) weeks of benefits**
 - 3. **Four (4) years or greater = Twenty-six (26) weeks of benefits**
- ii) SEB will be payable only to those employees on lay-off who are eligible for and have received **EI** benefits in each week of lay-off. A week of lay-off means a period of seven (7) consecutive days.
- iii) An employee must apply to the **employer** and furnish the necessary proof of eligibility for SEB in a manner acceptable to the **employer**.
- iv) An employee **will** not be entitled to SEB after:
 - 1. The employee has refused a call-back to work in accordance with the provisions of the collective agreement.
 - 2. The employee is receiving sickness and accident indemnity payments under the **employer** plan or Workers' Compensation in any week of lay-off.
- v) No employee **will** be paid SEB for more than twenty-six (26) weeks.
- vi) The payment of SEB benefits to employees on lay-off will be made by the **employer** 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.

- vii) Premiums for benefit plans provided in Article **25.01 - Benefit Coverage** 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.
- viii) The employee has the option to continue **pension plan** contributions as per Article **24.01 - Pension Plan**. In such event, the employer **will** continue to contribute as per Article **24.01** for the weeks the employee is eligible for the paid SEB plan and the employee's portion of said **pension contribution will** be deducted from the employee's SEB entitlement.

b) SEB Plan for Maternity, Parental or Adoption Leave

When an employee is granted maternity, parental or adoption leave without pay the employee **will** receive an allowance from the **employer** which together with EI benefits shall equal seventy-five percent (**75%**) of the employee's normal weekly earnings, less overtime and other premium payments.

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

- i) An employee must have completed a minimum of twenty (20) weeks of service with the **employer** at date of commencing leave in order to qualify for SEB as follows:

1. Maternity/Surrogacy SEB

An employee who is in receipt of maternity/surrogacy benefits **will** qualify for SEB upon submitting proof of receipt of EI benefits. The SEB payment **will** continue while the employee is in receipt of the EI maternity/surrogacy benefits for a maximum of sixteen (16) weeks.

2. Parental/Adoption SEB

An employee who is in receipt of parental/adoption benefits **will** qualify for SEB upon submitting proof of receipt of EI benefits. The SEB payment **will** 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 (**2**) employees share the

parental/adoption leave and both are in receipt of EI parental/adoption benefits, both employees **will** be eligible for the SEB to a maximum of thirty-six (36) weeks combined between them.

- ii) SEB will be payable only to those employees who are eligible for and have received **EI** benefits in each week of their leave. A week means a period of seven (7) consecutive days.
- iii) Employees disqualified or disentitled from receiving **EI** benefits are not eligible for SEB payments.
- iv) An employee must apply to the **employer** and furnish the necessary proof of eligibility for SEB in a manner acceptable to the **employer**.
- v) The payment of SEB benefits will be made by the **employer** 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.
- vi) Premiums for benefit plans provided in Article **25.01** 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.
- vii) The employee has the option to continue to contribute to the pension plan as per Article **24.01** for the full maternity, parental, or adoption leave. In such event, the employer **will** continue to contribute as per Article **24.01** for the weeks the employee is eligible for the paid SEB plan and the employee's portion of said pension contribution **will** be deducted from the employee's SEB entitlement. Employees **will** 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.

c) SEB Plan for Caregiving Leave

When an employee is granted **caregiving** leave without pay the employee **will** receive an allowance from the **employer** which together with **EI** benefits **will** equal seventy-five percent (**75%**) of the employee's normal weekly earnings, less overtime and other premium payments.

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

- i) An employee must have completed a minimum of twenty (20) weeks of service with the **employer** at the date of commencing leave in order to qualify for SEB as follows:

- 1. **Family Caregiver Benefit for Children SEB**

- An employee who is in receipt of EI family caregiver benefit for children will qualify for SEB upon submitting proof of receipt of EI benefits. The SEB payment will continue while the employee is in receipt of the EI family caregiver benefit for children for a maximum of thirty-five (35) weeks.**

- 2. **Family Caregiver Benefit for Adults SEB**

- An employee who is in receipt of EI family caregiver benefit for adults will qualify for SEB upon submitting proof of receipt of EI benefits. The SEB payment will continue while the employee is in receipt of the EI family caregiver benefit for adults for a maximum of fifteen (15) weeks.**

- 3. **Compassionate Care SEB**

- An employee who is in receipt of EI compassionate care benefits will qualify for SEB upon submitting proof of receipt of EI benefits. The SEB payment will continue while the employee is in receipt of the EI compassionate care benefits for a maximum of twenty-six (26) weeks.**

- ii) SEB will be payable only to those employees who are eligible for and have received **EI** benefits in each week of their leave. A week means a period of seven (7) consecutive days.
- iii) Employees disqualified or disentitled from receiving **EI** benefits are not eligible for SEB payments.
- iv) An employee must apply to the **employer** and furnish the necessary proof of eligibility for SEB in a manner acceptable to the **employer**.
- v) The payment of SEB benefits will be made by the **employer** 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.
- vi) Premiums for benefit plans provided in Article **25.01** 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.

- vii) The employee has the option to continue to contribute to the pension plan contributions as per Article **24.01**. In such event, the employer **will** continue to contribute as per Article **24.01** for the weeks the employee is eligible for the paid SEB plan and the employee's portion of said pension contribution **will** be deducted from the employee's SEB entitlement.

ARTICLE 27 – EMPLOYEE AND FAMILY ASSISTANCE PROGRAM

27.01 Employee and Family Assistance Program

- a) The employer **will** provide an **employer-funded Employee and Family Assistance Program (EFAP)**, 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 **the** union and employer. The costs will be borne by the employer.
- 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.

27.02 Eligibility

- a) The EFAP is available after ninety (90) days of service to all permanent active employees and their dependents. Dependents **will** be defined in the Green Shield Health Coverage plan in the collective agreement between the parties.
- b) 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 (a) 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 **will** 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.

27.03 Agencies of Record

Employees who avail themselves of the EFAP **will** 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.

27.04 Contingency Fund

- a) 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 dollars **(\$10,000.00)**. In this regard, the employer **will** contribute five hundred dollars **(\$500.00)** per month. The employer **will** continue making payment of five hundred dollars **(\$500.00)** per month to the contingency fund until such time as the contingency fund reaches ten thousand dollars **(\$10,000.00)** at which time monthly payments shall cease.
- b) Future funding requirements will be as required, but in no case **will** they exceed five hundred dollars **(\$500.00)** per month. In the event the contingency fund is reduced through use of an amount of five thousand dollars **(\$5,000.00)** or less the parties shall meet to review the reasons and to put forward and negotiate solutions to alleviate the situation.

27.05 Usage

Employees using the EFAP during work time **will** have time loss for attendance charged in excess of one-quarter (1/4) day against sick leave credits, vacation credits, or banked time.

27.06 Changes to the Program

Any amendments to the EFAP, including but not limited to the provider **and/or the services provided**, will be by mutual agreement between the parties.

ARTICLE 28 – HEALTHY LIFESTYLES PROGRAM

28.01 Healthy Lifestyles Program

- a) The employer will reimburse employees, excluding summer students, in the amount of six hundred dollars **(\$600.00)** 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.

- b) Only employees are able to participate in this benefit, save and except for a family gym membership.
- c) This benefit is available to **the** above mentioned employees after completion of six (6) months of service, pro-rated for partial years.
- d) **Any amendments to the program will be by mutual agreement between the parties.**

ARTICLE 29 – WAGES AND PREMIUMS

29.01 Classifications and Salaries

Classifications and salaries as mutually agreed are incorporated into Appendix “A” of this agreement.

29.02 Base Designations

An employee’s base designation, as outlined in Appendix “A” of the collective agreement, indicates the regular hours of work and overtime of a classification. Changes to a classification’s base designation and any corresponding change to a classification’s salary will be by mutual agreement between the parties.

29.03 Pay Periods

The employer will pay wages/salaries in accordance with the wage/salary schedule Appendix “A” attached hereto and forming part of this agreement. 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. On each pay, each employee will be provided with an itemized statement of their salary/wages, overtime and other supplementary pay and deductions.

29.04 Time Limits for Monetary Compensation Claims

A time limit of **six (6) months** from the event ~~shall~~ **will** apply for claims for monetary compensation under this agreement.

29.05 Performing Duties of a Lower Paid Classification

Any employee assigned by the employer to perform the duties of an employee in a lower paid classification will not suffer any reduction in earnings for the duration of such assignment.

29.06 Performing Duties of a Higher Paid Classification

Any employee assigned by the **employer to perform the duties** of an employee in a higher **paid** classification **will** receive the higher rate of pay for the duration of such assignment.

29.07 Progression Along Wage Steps

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.

29.08 Promotional Formula

Employees who **are** promoted on a permanent basis or because of a temporary assignment **will** 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 **will** 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.

29.09 Part-Time Employee Wages

The wages in this agreement will be applied to part-time employees on a pro-rata basis.

29.10 Temporary Employee Wages

Employees engaged on a temporary basis will be paid at the rate applicable to the position to which they are assigned.

29.11 Summer Student Wages

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

ARTICLE 30 – FEES AND ALLOWANCES

30.01 Meal Allowance

a) Within Saskatchewan

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

b) Outside of Saskatchewan

Breakfast:	\$30.00
Lunch:	\$35.00
Supper:	\$40.00

30.02 Incidentals and Personal Accommodation Allowance

- a)** Incidental expenses per night: \$15.00
- b)** Personal accommodation allowance per night in lieu of hotel: \$55.00

30.03 Mileage Allowance

Employees **will** receive **sixty-seven cents (\$0.67)** per kilometre for all kilometres driven while carrying out **employer** business.

30.04 Vehicle Parking

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

30.05 Emergency Kit

- a)** All employees will be provided with a **Canadian Automobile Association (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 dollars **(\$75.00)** 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.

- iv) **Upon termination of employment, emergency kits will be returned to the employer.**
- b) The **employer** 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 **employer** business.

30.06 Equipment and Tools

The employer will supply all tools and equipment required by employees in the performance of their duties.

30.07 Conference and/or Educational Expenses

Upon prior approval, the employer will cover costs in accordance with **employer** 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 **employer's** office and will not create an overtime situation for the employee or other staff. All attempts will be made to share these opportunities.

30.08 Education and Professional Fees

a) Education and Training Fees

The employer agrees to pay all costs of any education, training or upgrading that is required to be taken by any employee. All time spent training or upgrading will be considered as time worked.

b) Professional Fees

Where an employee is required to maintain a certification that pertains to their position, the employer will pay for the fees associated with that certification. This will not be interrupted by a temporary reassignment or secondment.

30.09 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.

ARTICLE 31 – TERM OF AGREEMENT

31.01 Agreement Term

The **term of** this agreement will be from January 1, 2026 to December 31, 2028, and **will continue** from year to year unless written notice to amend the collective agreement is given by either party to the other party **no more than one hundred twenty (120) days and no less than sixty (60) days** prior to the expiration of the agreement.

31.02 Changes in Agreement

Any changes deemed necessary in this agreement may be made by mutual agreement at any time during the existence of this agreement.

31.03 Retroactivity

Increases to the wage/salary schedule will be retroactive to the effective date of the renewal of the collective agreement. All employees will be entitled to retroactive payments. Employees that either have left the employ of the employer and/or have entered into the employ of the employer between the expiry date of the term of the agreement and the ratification date will be entitled to the pro-rated amount of such payments.

The employer will endeavour to provide all retroactive payments within thirty (30) calendar days of receiving written notice of ratification.

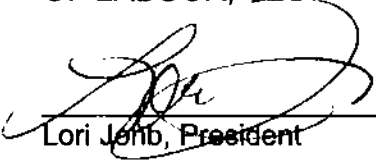
All retroactivity will be paid to employees on a separate pay.

All former employees will be sent notice by the employer at their last known address and will have sixty (60) calendar days from the date notice is sent to claim retroactive payments. The union will receive a copy of all notices sent to former employees.

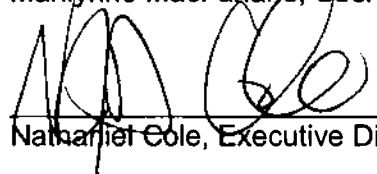
Signed this 5 day of **August**, 2026.

For:

SASKATCHEWAN FEDERATION
OF LABOUR, CLC


Lori Jobb, President

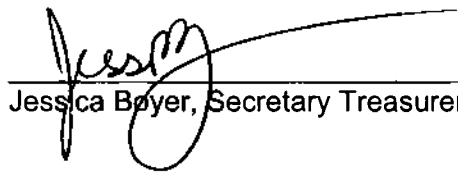

Marilynne MacFarlane, Secretary Treasurer


Nathaniel Cole, Executive Director

For:

CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 4828


Dionne Duff, President


Jessica Boyer, Secretary Treasurer

MT/yd.cope491

APPENDIX A – CLASSIFICATION AND SALARY SCHEDULES

Schedule I:

Effective January 1, 2026 - Three percent (3%) general wage increase

Classification	Base Designation		Step 1 (Start)		Step 2 (12-months)	
	Hours	OT	Wage	Salary	Wage	Salary
Representative	Fixed	Fixed	\$49.13	\$76,644.00	\$50.64	\$78,996.00
Coordinator	Fixed	Fixed	\$52.72	\$84,744.00	\$54.32	\$84,744.00
Specialist	Flex	Flex	\$54.94	\$99,984.00	\$56.59	\$102,984.00

Schedule II:

Effective January 1, 2026 - Three percent (3%) general wage increase

Classification	Base Designation		Wage	Salary
	Hours	OT		
Ready for Work	Fixed	Fixed	\$42.62	\$66,492.00

APPENDIX A – CLASSIFICATION AND SALARY SCHEDULES CONTINUED

Schedule I:

Effective January 1, 2027 - Two and three-quarter percent (2.75%) general wage increase

Classification	Base Designation		Step 1 (Start)		Step 2 (12-months)	
	Hours	OT	Wage	Salary	Wage	Salary
Representative	Fixed	Fixed	\$50.48	\$78,756.00	\$52.03	\$81,168.00
Coordinator	Fixed	Fixed	\$54.17	\$84,504.00	\$55.82	\$87,072.00
Specialist	Flex	Flex	\$56.45	\$102,732.00	\$58.14	\$105,816.00

Schedule II:

Effective January 1, 2027 - Two and three-quarter percent (2.75%) general wage increase

Classification	Base Designation		Wage	Salary
	Hours	OT		
Ready for Work	Fixed	Fixed	\$43.79	\$68,316.00

APPENDIX A – CLASSIFICATION AND SALARY SCHEDULES CONTINUED

Schedule I:

Effective January 1, 2028 - Two percent (2%) general wage increase

Classification	Base Designation		Step 1 (Start)		Step 2 (12-months)	
	Hours	OT	Wage	Salary	Wage	Salary
Representative	Fixed	Fixed	\$51.49	\$80,328.00	\$53.07	\$82,788.00
Coordinator	Fixed	Fixed	\$55.25	\$86,196.00	\$56.93	\$88,812.00
Specialist	Flex	Flex	\$57.58	\$104,784.00	\$59.30	\$107,928.00

Schedule II:

Effective January 1, 2028 - Two percent (2%) general wage increase

Classification	Base Designation		Wage	Salary
	Hours	OT		
Ready for Work	Fixed	Fixed	\$44.67	\$69,684.00

LETTER OF UNDERSTANDING #1
BETWEEN
SASKATCHEWAN FEDERATION OF LABOUR (SFL)
AND
CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE), LOCAL 4828

Re: Article 25 – Health Benefits

In accordance with the provisions of Article **25 – Health Benefits** the parties agree to review the cost, quality, and carrier of the Benefit Plans referred to in Article **25**, during the term of the agreement.

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

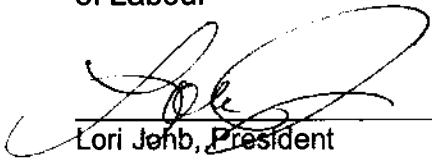
The intent of such review shall be to provide equal or better benefits for the same or lower cost.

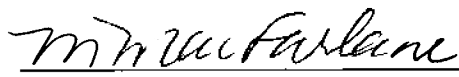
The parties agree to jointly send a letter to the **Canadian Labour Congress (CLC)** requesting updated information and policy documents for the benefit plans carried by Green Shield and Great West Life, respectively.

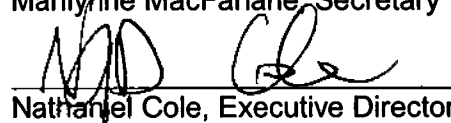
The parties further agree to send a letter to the Secretary-Treasurer of the CLC seeking clarification and consideration of the implications of including less than full-time and/or less than full year Employees in the Extended Health Plans administered by the CLC.

Signed this 5 day of **August**, 2026.

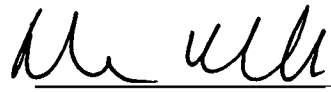
For Saskatchewan Federation
of Labour

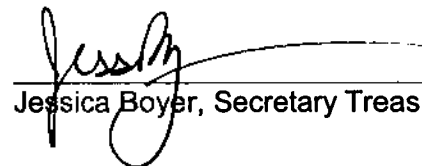

Lori Jenb, President


Marilynne MacFarlane, Secretary Treasurer


Nathaniel Cole, Executive Director

For CUPE Local 4828


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