

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**SASKATCHEWAN COUNCIL FOR INTERNATIONAL  
CO-OPERATION (SCIC)**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 3012**

***CUPE*** / *Canadian Union  
of Public Employees*

**April 1, 2021 to March 31, 2026**

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## **ARTICLE 1 – PREAMBLE**

**1.01** The Saskatchewan Council for International Co-operation (SCIC) is a civil society organization focussing on international development sector coordination and public engagement. In its work, SCIC supports co-operation, participation, joint decision-making, empowerment, ecological sustainability, and the recognition of the dignity of all people as key principles and methodologies of development work. Our workplaces should reflect the same. It is important that our collective agreement be an enabling tool to increase our effectiveness in development work and facilitate the well-being of employees.

Further to this, it is agreed that:

- a) It is desirable to enhance the co-operative environment of work as we strive towards similar goals.
- b) It is desirable to maintain and promote harmonious relations as an essential precondition to employee well-being and sound organizational management.

**1.02** In consideration of the mutual value of joint discussion on all matters pertaining to the employer/employee relations, the parties hereto agree that the purpose of this agreement shall be as follows:

- a) To set forth the terms and conditions of employment relating to hours of work, rates of pay, and other working conditions affecting the employees covered by this agreement;
- b) To provide for an amicable method of settling differences, disputes, and grievances; and,
- c) To promote harmonious relations and to further the co-operative process within the organization.

## **ARTICLE 2 – DEFINITIONS**

- 2.01**
- a) “Employee” means a person in the bargaining unit.
  - b) “Employer” means SCIC, and its Board of Directors.
  - c) “Union” means the Canadian Union of Public Employees Local 3012.
  - d) “Layoff” means a reduction in the staff or an employer-initiated reduction in the regular hours of work assigned to staff.
  - e) “Leave” means an absence from work with or without pay which is authorized by the employer or recognized by this agreement.

- f) "Ad hoc committee" means a short-term committee formed to fulfil a specific task as per this agreement. Such committees will be formed by the employer and will include at least one representative chosen by the employees of SCIC.
- g) "Probation" means the period of initial employment as outlined in Article 11.08 and Schedule "A".
- h) "Seniority" means the length of continuous service with SCIC bargaining unit and unbroken as per Article 18.
- i) "Service" for vacation credits shall be all time spent with SCIC bargaining unit regardless of breaks.
- j) "Temporary employees" shall mean employees hired:
  - i) Under temporary third-party funding, or
  - ii) For a defined term to carry out specific project work.
- k) The use of "they" and "their" shall be used throughout this agreement to be gender neutral.

### **ARTICLE 3 – MANAGEMENT RIGHTS**

- 3.01**
- a) It is the employer's right and responsibility to set the strategic direction, manage the operations, and direct the workforce of the organization. The employer shall exercise this right in a fair, non-arbitrary and reasonable manner.
  - b) No employee shall purport to represent SCIC without the authorization of the employer.
  - c) The employer agrees that the rules, regulations and requirements governing an employee shall be limited to matters pertaining to the work performed by such employee.

### **ARTICLE 4 – SCOPE**

**4.01 Scope**

The employer recognizes the Canadian Union of Public Employees, Local 3012, as the sole collective bargaining agency for all its present and future employees of the Saskatchewan Council for International Co-operation, except the Executive Director or any agreed to out-of-scope positions. The employer hereby agrees to negotiate with the union, or any of its authorized committees, concerning all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

#### **4.02 Union Security**

Every employee who is now or hereafter becomes a member of the union shall maintain membership in the union as a condition of employment, and every new employee whose employment commences hereafter shall, within thirty (30) days after the commencement of employment, apply for and maintain membership in the union, and maintain membership in the union as a condition of employment, provided that any employee in the appropriate bargaining unit who is not required to maintain membership or apply for and maintain membership in the union shall, as a condition of employment, tender to the union the periodic dues uniformly required to be paid by the members of the union.

#### **4.03 Dues Check Off**

- a) The employer shall deduct from every employee any monthly dues, initiations, or assessments levied, the amount of union dues so authorized by the union.
- b) Deductions shall be made from the payroll each month and shall be forwarded to the secretary-treasurer of the union not later than the thirtieth (30th) day of the month. Along with the deductions, the employer will provide 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: name, employment status (such as full-time, part-time, temporary, casual), classification/job title, regular earnings, hours worked, and dues deducted.

#### **4.04 Contact Information**

- a) The employer will provide to the union a list of all employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, home telephone number (and other available personal phone numbers such as cellular numbers), and work email.

The list will also include the employee's work site and employment status (such as full-time, part-time, temporary, seasonal, casual), and if the employee is on leave of absence, the nature of the leave.

When there is a change in staffing, the employee contact list will be provided on an electronic spreadsheet to the union contact designated by the union.

- b) **The employer shall provide the union the contact information for any out-of-scope individuals identified within the collective agreement.**

#### **4.05 Information Related to Legislative Disclosure**

The employer will provide information to the union that will assist it to fulfill any legislative disclosure requirements. The information will be provided in writing within ten (10) working days of the union requesting any such information.

#### **4.06 Leave with Pay for Compliance with the Union Legal Disclosure Requirements**

The employer will grant leave with pay to a maximum of twelve (12) hours per year for a member designated by the union to complete the reports needed to comply with any federal or provincial legislation that requires disclosure of union finances or other affairs.

#### **4.07 Union Endorsement**

- a) Employees shall be allowed to wear union pins and emblems or steward badges.
- b) In order that the general public shall be aware of the benefits of a unionized educational service, a CUPE union label shall be displayed as prominently as possible. The recognized union label shall include the designation "CUPE" and shall be included in printed materials and correspondence prepared by members of the bargaining unit, at the employee's option. A sign shall be posted in all working premises reading "This is a Union Shop - CUPE".

#### **4.08 Bulletin Boards**

A bulletin board of reasonable size shall be provided to the union for union business only.

#### **4.09 No Conflict**

No employee covered by this agreement shall be required or permitted to make a written or oral agreement with the employer or its representatives that may conflict with the terms of this agreement.

#### **4.10 Present Conditions to Continue**

All rights, benefits, privileges, and working conditions that employees now enjoy, receive, or possess shall continue to be enjoyed and possessed, provided they have not been modified by this agreement, but may be modified by mutual agreement between the employer's representative(s) and the union.

#### **4.11 New Employees**

- a) The employer agrees to acquaint new employees with the fact that a union agreement is in effect and with the conditions of employment set out in the articles dealing with union security and dues check-off.

- b) A representative of the union shall be given an opportunity to **meet with** each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employees with the benefits and duties of union membership and their responsibilities and obligations to the employer and the union.

#### **4.12 Copies of Agreement**

- a) On commencing employment, the employee's immediate supervisor shall introduce the new employee to their union steward or representative, who will provide them with a copy of the collective agreement.
- b) The union and the employer desire every employee to be familiar with the provisions of this agreement and their rights and obligations under it. For this reason, the employer's representative(s) shall print sufficient copies of the agreement within thirty (30) days of signing.

#### **4.13 Correspondence**

All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the employer and the shop steward.

#### **4.14 No New Employees or Contracting Out**

No contracting out will occur, except by written agreement between the union and the employer. No new employees will be hired until any permanent employees laid off have been given an opportunity of recall, provided they are qualified to do the work.

#### **4.15 Work of the Bargaining Unit**

Persons whose jobs (paid or unpaid) are not in the bargaining unit will not perform regular duties of any job in the bargaining unit, except in cases where there is mutual agreement between the employer and the union.

#### **4.16 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.

### **ARTICLE 5 – CREATING A RESPECTFUL WORKPLACE**

#### **5.01 No Discrimination**

The parties agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced, whether intentional or not, with respect to any employee in the matter of hiring, wage rates, training, up-grading, transfer, layoff,

recall, discipline, classification, discharge or otherwise by reason of religion, creed, political belief, marital status, family status, sex, gender, sexual orientation, disability, age, colour, ancestry, nationality, place of origin, race or perceived race, receipt of public assistance, place of residence, or by reason of their membership or activity in the union.

## 5.02 Respectful Workplace

The employer and the union are jointly committed to fostering positive working relationships and managing conflict in the workplace. Workplace conflict has the potential to escalate into discriminatory behaviours, harassment, and bullying and affect workplace and individual well-being. The environment must be free of behaviours, such as discrimination, harassment, bullying, disruptive workplace conflict, and disrespectful behaviour. Discrimination and harassment are unlawful and will not be tolerated. The employer pledges its support to all employees experiencing workplace conflict or workplace harassment and will treat the matter in a confidential manner.

The principle of fair treatment is a fundamental one and both the employer and the union will not condone any improper behaviour on the part of any person which would jeopardize an employee's dignity and well-being or undermine work relationships or productivity. Complaints will be treated in a confidential manner.

The parties further agree that there shall be no harassment as defined in **Part III of *The Saskatchewan Employment Act* or *The Human Rights Code and Regulations***. The Act prohibits harassment related to the following characteristics: **race or perceived race**, creed, religion, colour, sex, sexual orientation, marital status, family status, **place of residence**, **receipt of public assistance**, disability, physical size or weight, age, nationality, ancestry, or place of origin. The parties further agree that there shall be no harassment on the basis of gender, place of residence, or membership or activity in the union.

### Definitions

Although disrespectful behaviour, disruptive workplace conflict, harassment, and bullying can be defined, in practice they overlap. The following definitions, although not all inclusive, have been designed to accommodate the different concerns that may arise.

#### a) General Workplace Conflicts:

General workplace conflict refers to conflict of a broad nature that impacts a person's ability to work productively and co-operatively. It is not conflict that falls into the categories of workplace harassment. Conflict in the workplace occurs for a variety of reasons, which can include:

- Differences in working styles, communication styles, etc.;

- Differences regarding personal space, workspaces, etc.;
- Gossiping.

A persistent conflict can often lead to an unhealthy and unproductive work environment for the individuals involved, and often those around them. Often these conflicts can be avoided by early and open communication between the parties involved.

b) Disrespectful Behaviour:

Disrespectful behaviour is improper behaviour that is unwelcome and inappropriate in the workplace. It may happen once or continue over time. It may include:

- Rude comments or swearing;
- Actions that invade privacy or personal property or unwelcome gestures; or,
- Display or distribution of printed material that offends.

c) Bullying:

Bullying is when one individual, or party, socially degrades the victim, intentionally or unintentionally, which undermines a person's feeling of safety and/or self-worth, either for the purpose of increasing their own self-comfort or for the enjoyment of others. Examples of bullying behaviour include:

- Name calling;
- Humiliation;
- Spreading of unfounded, misinformed, or malicious rumours which can damage people's reputations;
- Causing social isolation;
- Unfair applications of rules, guidelines, and processes, singling out an individual; or,
- Withholding information required to do a job.

d) Harassment:

The following types of conduct or comments, whether written, verbal, or visual (including electronic communication) are considered workplace harassment and are unacceptable: discrimination (as defined in Article 5.01), sexual harassment, personal harassment, and retaliation.

i) Sexual Harassment

Sexual harassment can be defined as one or a series of incidents involving unwanted and unwelcome sexual advances, requests for sexual favours, or other verbal or physical conduct of a sexual nature.

Examples of sexual harassment include, but are not limited to:

- Sexist jokes causing embarrassment or offence, told or carried out after the joker has been advised that they are embarrassing or offensive, or that are by their nature clearly embarrassing or offensive;
- Leering, staring, gesturing of a sexual nature;
- The display of pictures, cartoons, sayings of a sexual nature that present the subject stereotypically or in a degrading manner;
- Sexually degrading words used to describe a person;
- Drawing attention to a person's gender and having the effect of undermining the person's role in a professional and business environment;
- Derogatory or degrading remarks directed towards members of one gender or one sexual orientation;
- Sexually suggestive or obscene comments or gestures;
- Unwelcome sexual flirtations, advances, or propositions, including repeated unwelcome invitations to socialize;
- Unwelcome inquiries or comments about a person's sex life; persistent unwanted contact or attention after the end of a consensual relationship;
- Requests for sexual favours;
- Unwanted touching;
- Verbal abuse or threats; or,
- Sexual assault.

ii) Personal Harassment and Lateral Violence:

Personal harassment in the workplace is a breach of the implied term of the employment relationship that an employer will provide its employees with an environment that is civil, decent, and respectful. Personal harassment is any objectionable conduct that:

- A reasonable person would consider unwelcome;
- Results in the recipient feeling intimidated, humiliated, or embarrassed; or,
- Negatively affects work performance and creates a hostile work environment.

Examples of harassment include:

- Verbal abuse;
- Actions such as touching or pushing;
- Comments such as posters and cartoons;
- Abuses of power such as threats or coercion;

- Actions that are intimidating, threatening, or coercive;
- Swearing, yelling, screaming;
- Patronizing and insulting remarks, ex: regarding an employee's intelligence;
- Berating an individual publicly;
- Deliberate conduct to humiliate, demean, or degrade someone;
- Continuous threats of unwarranted discipline or loss of job; or,
- Intimidating gestures such as slamming doors, throwing objects.

**Lateral Violence:**

Lateral violence is assertion of power through aggression and/or displaced violence directed against one's peers. It may be either perpetual, persistent, or may be a serious single incident. Lateral violence is objectionable conduct that:

- A person would reasonably consider to be unwelcome;
- Creates a risk to a worker's psychological or physical well-being; or,
- Causes a worker substantial distress; or,
- Results in an employee's humiliation or intimidation.

iii) **Retaliation:**

Retaliation is any action taken against an individual in retaliation for:

- Having invoked this article whether on behalf of oneself or another individual;
- Having participated or co-operated in any investigation under this article;
- For having been associated with a person who has invoked this article;
- Participated in these procedures;
- It may be a single incident or continue over time.

- e) Harassment does not include any reasonable action that is taken by the employer, or a manager employed or engaged by the employer, relating to the management and direction of the employer's workers or the place of employment.

**5.03 Resolving Respectful Workplace Violations**

In order to create a respectful problem-solving environment where understanding and early resolutions are encouraged, the parties agree to the following:

- a) When there is a peer-to-peer issue:

- i) Employees will meet to discuss the issue confidentially and respectfully, at the level of interests. Each person will have the option of having union representation. The goal is to resolve it within forty-eight (48) hours, ending with a written agreement/action plan and a follow-up date.
  - ii) If there is still an issue at follow-up, the Executive Director **or designate** will be asked to help facilitate another discussion. In the absence of resolution, the Executive Director **or designate** will decide on the next steps.
  - iii) **Failing mediation at any of the steps outlined above, either party may request mediation services through the Saskatchewan Department of Labour Relations and Mediation. This does not prevent the union from using the grievance procedure as outlined in Articles 9 and 10 of the grievance arbitration process.**
- b) When there is an employee to Executive Director **or designate** issue, step a) 1 will be taken:
- i) If that does not resolve the issue, the CUPE national representative will meet with the Executive Director **or designate** and/or the member as an advocate/ facilitator.
  - ii) In the absence of resolution, there will be a request, through the Executive Director **or designate**, for a formal meeting with one (1) or more members of the Personnel **(HR)** Committee, as well as a CUPE national representative. The meeting will take place within ten (10) working days, unless mutually agreed otherwise. If there are concerns about follow-up afterwards, the parties will have a new issue to address at step 1.

## **ARTICLE 6 – LABOUR-MANAGEMENT RELATIONS**

### **6.01 Representation**

No employee or group of employees shall undertake to represent the union at meetings with the employer's representative(s) without the proper authorization of the union. In order that this may be carried out, the union shall supply the employer's representatives(s) with the names of its officers. Similarly, the employer's representative(s) shall, if requested, supply the union with a list of its supervisory or other personnel with whom the union may be required to transact business.

## **6.02 Labour-Management Meetings**

The purpose of labour-management meetings includes fostering and promoting effective communication, mutual respect, and understanding between the employer and employees by discussing areas of workplace concern. Meetings will be held with mutual respect in an unbiased, equalized forum.

- a) Meetings shall be held at least twice a year and at the request of either party.
- b) Meetings shall be held on mutually agreed dates. If there are matters that require immediate attention, the parties will meet within ten (10) calendar days of either party giving written notice.
- c) The meetings shall include two (2) employer representatives and two (2) union representatives, whose attendance shall be considered as time worked. Either party may call or permit the attendance of resource personnel.
- d) The parties shall alternate in providing minutes of the meetings. The meeting minutes will be signed off by each party and distributed to the parties within ten (10) working days from the date of the meeting. The meeting minutes will be distributed to the board and staff in a timely manner.
- e) **The committee shall develop term of reference within ninety (90) calendar days of signing the collective agreement and shall maintain and review annually between the parties.**

## **6.03 Union Bargaining Committee**

- a) A union bargaining committee shall be struck, and the union shall advise the employer of the union members of the committee.
- b) An employer bargaining committee shall be appointed, and the employer shall advise the union of the management nominees to the committee.

## **6.04 Function of Bargaining Committee**

All matters pertaining to rates of pay, hours of work, collective bargaining, and other working conditions shall be referred to the bargaining committee for discussion and settlement.

## **6.05 Disclosure of Information**

The employer and the union agree that negotiations are most productive when both parties have access to the information required to make informed decisions. The employer agrees to disclose to the union any relevant information which shall be held in confidence by the parties.

## **6.06 Representative of Canadian Union of Public Employees**

The union shall 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 shall have access to the employer's premises in order to investigate and assist in the settlement of a grievance.

## **6.07 Time Off to Attend Meetings**

Any representative of the union on the bargaining committee, who is in the employ of the employer, shall have the right **to attend** meetings held within working hours without loss of remuneration.

## **6.08 Picket Lines**

The employer agrees that no employee shall be required to cross a labour picket line. The employer agrees that it will not request, require, or direct employees to perform work resulting from strikes that would normally have been carried out by employees involved in the strike(s).

## **6.09 Stewards**

- a) There shall be steward(s) chosen by the workers in each workplace, to see that the provisions of this agreement are adhered to.
- b) The employer recognizes the steward(s) chosen by the union.
- c) In any discussion between any employee and the employer, the employee may be accompanied by a steward or other union representative.
- d) The steward(s) may investigate and process grievances or confer with the representatives of the union during working hours without loss of pay. The union recognizes that each steward is employed to perform work for the employer and that they will not leave their work during working hours except to perform their duties under this agreement.

## **6.10 Board Decisions and Information Sharing**

The employer agrees to share minutes from Board of Directors meetings with all staff members as soon as they are approved, and to file them in a location that is made known and accessible to all staff.

In the meantime, in order to ensure that staff receive important information to effectively complete their duties, any motions passed by the Board of Directors that affect the staff of the organization will be communicated in a timely manner.

## ARTICLE 7 – PERFORMANCE EVALUATIONS

### 7.01 Employee Performance Evaluations

- a) Performance evaluations shall normally be completed annually for all employees. The annual performance evaluation shall provide the employee with an honest and fair assessment of performance. The evaluations shall be recognized as a tool to enhance employee performance, job satisfaction, and personal and professional growth. The employer and the employee shall exchange their completed evaluation no less than five (5) working days prior to meeting in person. The evaluation shall be conducted in an environment that is conducive to an open and fair discussion in a mutually agreed place. The employee shall have the opportunity to respond, and their response shall be appended to their performance evaluation. The final document shall be signed by the employer and employee within ten (10) working days of the meeting. The employee shall sign one (1) of two (2) statements:
  - i) I have read the assessment of my performance and agree with it, or
  - ii) I have read the assessment of my performance and disagree with it.
- b) Employee evaluations are not disciplinary meetings; however, an employee has the option of having a union representative present.

### 7.02 Out-of-Scope Evaluations

Employees will be invited to provide their input into performance reviews of the Executive Director. **Input will be provided in a manner determined by the Board of Directors and** will be treated in a confidential manner. Any evaluation is to provide the Executive Director with an honest and fair assessment of performance.

## ARTICLE 8 – WORKLOAD

- 8.01** SCIC and CUPE Local 3012 are committed to maintaining a workplace that demonstrates a sincere and continuing interest in the individual and collective well-being of all employees and recognizes the inherent worth and dignity of every employee.

SCIC and CUPE Local 3012 recognize that workload can fluctuate and should be addressed on a regular basis.

Any combination of regular duties and project specific roles and responsibilities, including those for special projects and funding, will adhere to workload considerations as set out herein. When an employee believes the workload, balanced over a reasonable period of time, is significantly greater than is reasonable, the employee should provide specific information in a discussion with the Executive Director **or designate**. The Executive Director **or designate** shall review and provide a written proposal to the employee to address the workload issue within ten (10)

days. If the workload issue isn't resolved within thirty (30) days of the proposed solution, a labour-management meeting shall be held.

## **ARTICLE 9 – GRIEVANCE PROCEDURE**

### **9.01 Definition of Grievance**

A grievance shall be defined as any alleged violation of the letter or spirit of intent of the collective agreement, between the employer and any employee(s) of the union, or a case where the employer or union is considered to have acted unjustly or improperly.

Either party may request mediation at any point in the grievance.

### **9.02 Settling of Grievance**

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

#### Informal Step:

In efforts to promote harmonious relationships in the workplace, the parties recognize it is important to address any problem in an effective and timely manner. Where a problem exists that has not been resolved and is one that may give rise to a grievance, a union representative, and the employee(s) if they so wish, are encouraged to discuss the problem in a meeting with the Executive Director **or designate** in an attempt to resolve the issue. Any discussion held shall be informal and without prejudice and shall explore available solutions. If the matter is not settled satisfactorily, the employee(s) may refer the matter to the union for presentation at step 1.

#### Step 1

The aggrieved employee(s) shall submit the grievance to the union.

#### Step 2

The union shall submit the grievance to the Executive Director **or designate** within twenty (20) working days of becoming aware of the alleged occurrence. The Executive Director **or designate** shall render a decision within ten (10) working days from receipt of the grievance.

#### Step 3

If the grievance has not been satisfactorily resolved at step 2, the union may, following the expiry of ten (10) working days from step 2, signify in writing to the chairperson of the Personnel **(HR)** Committee, who will convene a meeting of the

Personnel (**HR**) Committee to discuss the grievance within ten (10) working days of its receipt. The union may elect to attend the meeting to present the matter being grieved. The Personnel (**HR**) Committee shall provide the union with its decision in writing within ten (10) working days of the meeting.

### **9.03 Referral to Arbitration**

If the grievance has not been satisfactorily resolved at step 3, the union may, following expiry of ten (10) working days from step 3, refer the grievance to arbitration in accordance with Article 10 – Arbitration.

### **9.04 Limitation of Evidence**

In cases of discharge, suspension, or reprimand, evidence by the employer at any stage of the grievance or arbitration procedure shall be limited to the grounds stated in the discharge, suspension, or reprimand notice to the employee.

### **9.05 Limitation of Time**

If the dispute is not submitted within sixty (60) calendar days after the occurrence of the act or decision giving rise to the dispute, then the dispute shall be deemed to be abandoned, and all rights of recourse to the dispute procedures shall be at an end.

### **9.06 Union May Institute Grievances**

The union and its representatives shall have the right to originate a grievance on behalf of an employee or groups of employees and to seek adjustment with the employer in the manner provided in the grievance procedure. Such a grievance shall commence at step 2.

### **9.07 Replies in Writing**

Replies to grievances shall be in writing at all stages.

## **ARTICLE 10 – ARBITRATION**

### **10.01 Board of Arbitration**

- a) Where a grievance is referred to arbitration, the parties shall firstly attempt to agree to a single arbitrator. In the event that the parties are unable to agree to a single arbitrator, a three (3) person Board of Arbitration shall be established.
- b) The procedures set forth in **Article** 10.02 following shall apply to either the sole arbitrator or the arbitration **board**.

## **10.02 Procedure**

- a) When either party deems that a grievance be submitted to arbitration, the notification request shall be made by sending written notice to the other party.
- b) Where either party deems that a Board of Arbitration is necessary, such board shall be formed consisting of one person appointed by the employer, one **(1)** person appointed by the union, and a third person to act as a chairperson chosen by the other two **(2)** members of the board.
- c) Both parties to the arbitration shall pay their own expenses, the expenses of their nominee to a Board of Arbitration, and one-half (½) the expenses of a sole arbitrator or the chairperson of a Board of Arbitration.
- d) The sole arbitrator or a Board of Arbitration shall not make any reward or decision contrary to the conditions and/or articles of this agreement, or in amendment of this agreement.
- e) The decision of a sole arbitrator or a Board of Arbitration shall be binding on both parties. The Board of Arbitration's decision shall be that of a majority of its members or, in the absence of a majority decision, the decision of the chairperson.

## **10.03 Arbitrator's Procedures**

The arbitrator may determine their own procedure but shall give full opportunity to all parties to present evidence and make representations. They shall hear and determine the difference or allegation and submit a report within ten (10) days from the time a decision is reached.

## **10.04 Amending of Time Limits**

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties.

## **10.05 Witnesses**

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses. Employees who appear as witnesses for another employee shall do so without loss of pay.

## **10.06 Access to Employer's Premises**

All reasonable arrangements will be made to permit the conferring parties of the arbitrator(s) to have access to the employer's premises to view any working conditions that may be relevant to the settlement of the grievance.

## **ARTICLE 11 – VACANCIES AND NEW POSITIONS**

**11.01** The hiring of employees shall be done by the employer. One (1) representative chosen by the unionized staff at SCIC shall be provided the opportunity to be present to observe during all **internal candidates'** interviews. In the absence of a shop steward, the employer will notify the president or designate of the union.

**11.02** a) The position shall be posted on the union bulletin board in the SCIC office for at least ten (10) working days and circulated via work email to Local 3012 members.

b) Positions may be publicized outside of the bargaining unit at the same time as internal postings.

c) The employer will abide by these provisions or seek waiver from the union.

d) The employer agrees that, notwithstanding the above, the terms of Article 11.06 will prevail.

### **11.03 Information in Postings**

A notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, wage or salary rate or range. Such qualifications shall not be established in an arbitrary or discriminatory manner.

**11.04** Copies of such notices shall also be sent to employees on the recall list as set out in Article 14.02.

**11.05** a) **Internal candidate** interviews shall be structured by the employer and shall be set at a time convenient to representatives of the union.

b) Interviews shall take place during regular working hours whenever possible and the union representatives shall suffer no loss of pay.

**11.06** In the event a vacancy occurs within the bargaining unit, the applicant having the greatest seniority and required qualifications shall be selected to fill the vacancy. Employees shall be given a reasonable period of orientation and training in order to fulfil the requirements of the job.

**11.07** Each employee shall be provided with a letter of appointment upon hiring.

### **11.08 Probationary Period**

All newly hired employees shall have a probationary period of six (6) active months of work time. The purpose of the probationary period is to determine the employee's suitability for continued employment in the position. A written performance review shall be made after **approximately** three (3) months and at the end of

**approximately five (5) months of the probationary period. A second review is not required if the employee is unsuccessful in completing five (5) months of employment.** The probationary period may be extended an additional thirty (30) days upon mutual agreement between the parties.

During the probationary period, the employee shall be entitled to all rights and benefits of the collective agreement **except that such probationary employee may be terminated for general unsuitability. Provisions of Article 15.03 shall apply.**

**Probationary employees will be eligible for benefits in accordance with Article 27.02 (ii).**

#### **11.09 Union Notification**

The union shall be notified of all appointments, hiring, layoffs, transfers, recalls, and terminations of employment.

### **ARTICLE 12 – EMPLOYMENT EQUITY**

**12.01** SCIC and the union respect the dignity, values, history, religion, and culture of all people, irrespective of race, national or ethnic origin, colour, religion, sex, gender, sexual orientation, age or mental or physical disability. The parties strive for an inclusive and diverse work environment and are committed to the principles of employment equity.

### **ARTICLE 13 – ORGANIZATIONAL CHANGE**

**13.01** No structural changes shall be made with the sole intent of depriving an employee of their employment.

#### **13.02 Definition**

Organizational change shall mean any change in work methods, organizational structures, operations, or systems that causes a major change in the substantive duties and responsibilities as defined in the job descriptions or qualifications required of employees and consistent with the goals and objectives of the organization.

#### **13.03 Employer's Onus**

When the employer is considering the introduction of organizational change, the employer undertakes to notify employees and the union of such intentions as far in advance as is possible, but no less than sixty (60) days, and to update the information provided as new developments arise and modifications are made.

### **13.04 Job Descriptions**

Job descriptions are generalized descriptions of regular duties and responsibilities. Work plans, staffing plans, and project-specific roles and responsibilities, including those for special projects and funding, are considered separate from job descriptions. However, duties resulting from them will be considered in relation to regular duties and will adhere to workload considerations as outlined in the memorandum of agreement regarding long-term staffing and Article 8 – Workload.

- a) The employer agrees to maintain up-to-date job descriptions for all positions for which the union is bargaining agent. In the event the employer proposes to revise a job description(s), the draft job description(s) shall be presented to the union and shall become the recognized job description(s), unless the union presents written objections within thirty (30) days.
- b) The parties agree to meet to commence discussions regarding the revisions to the job description(s) within ten (10) days of receiving the union's written objections. The employer agrees that the union and affected employees shall have meaningful input into the revisions of bargaining unit job descriptions.
- c) Where organizational change will involve restructuring of staff positions and revision of staff job descriptions, the employer agrees to provide the union and employees with a draft staffing plan and draft job descriptions. Employees and the union will be provided with an opportunity to have meaningful input into such staffing plans.
- d) Where a revised job description includes higher level duties above those contained in the previous job description, the employer and union shall negotiate a rate of pay that recognizes the higher-level duties. The rate of pay shall be retroactive to the date the employee began performing the higher-level duties.

### **13.05 Change in Job Descriptions**

Where organizational change results in employees' current positions being rendered redundant or substantially redefined, employee(s) shall be reassigned to the new/redefined positions, which are most similar to their original positions. In the event of more than one (1) employee, the employee with the greatest seniority shall be given first preference to the job(s).

In planning and implementing change, a training plan will be developed by the affected employees and the employer.

Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall, at the expense of the employer, be given the necessary time, not to exceed six (6) months,

to complete on-the-job training. However, this period may be extended where needed and where feasible.

No employee shall experience a reduction in salary during such a training period.

### **13.06 Special Projects**

When funding becomes available for special projects, that funding shall only be used for the purposes it was intended. Duties will not be added onto existing staff except by mutual agreement between the parties.

## **ARTICLE 14 – LAYOFF AND RECALL**

### **14.01 Conditions Required for Layoffs**

- a) Any layoff of employees **will only occur** for reasons of declining income, **such as an emergency financial situation beyond the control of the employer, or the removal or loss of funding.**
- b) The employer will explore measures which may prevent the layoff of employees. In order to avert layoffs, if at all possible, the employer may make recommendations that would set aside certain terms or conditions of this agreement. Both the employer and the union must be in agreement for such recommendations to be accepted.
- c) Work plans shall be amended to reflect reduced staff numbers.
- d) There shall be no corresponding increase in workload for the remaining employees subsequent to layoffs.
- e) In the event of layoff, the order of layoff shall be according to the least senior employee first.
- f) Notice of layoff shall be two (2) months.

### **14.02 Recall List**

In the case of layoff, a recall list based upon seniority shall be established and copies of current recall lists shall be maintained by the union. Employees who are continuously laid off for a period in excess of two (2) years will be removed from the recall list.

### **14.03 Notice of Recall**

Notice of recall shall be made by telephone, **cellular phone, and/or email. If the employer has been unsuccessful, after seven (7) consecutive days the employee**

**will be notified** by registered mail **sent** to the last address of the employee known by the employer. A copy shall be sent to the union.

#### **14.04 Seniority of the Recalled Employees**

Seniority shall resume on being recalled.

#### **14.05 Notice of Current Address**

It shall be the responsibility of the employee on the recall list to keep the employer informed of their current address **and all other forms of contact information including telephone number, cellular phone number, and personal email address.**

#### **14.06 Severance Pay**

- a) In the case of an individual staff person's position being made redundant, the employee shall receive three (3) weeks' salary for every year of employment, up to a maximum of five (5) months' salary. Weekly salary shall be the average weekly salary of the employee in the previous five (5) years.
- b) If it becomes necessary for SCIC to cease operations permanently, the employer agrees to negotiate a severance package with employees with a guarantee of at least two (2) months' severance pay per employee or a), whichever is greater. This benefit shall be prorated for part-time employees.

#### **14.07 Return to Full-Time Complement**

Should the emergency financial situation be rectified, every effort will be made to return the staff complement to one hundred per cent (100%).

### **ARTICLE 15 – REPORTS, REPRIMAND, DISCHARGE AND DISCIPLINE**

#### **15.01 Reports and Reprimand**

An employee and the union shall be notified in writing of any evaluation, statement, reprimand, or complaint within thirty (30) working days of the evaluation, statement, reprimand, or complaint being made. In the case of a complaint, the notice shall include particulars of the work performed that led to such complaint and include the name of the complainant. In the case of a reprimand, such reprimand shall include the particulars of the work performed deemed by the employer to be unsatisfactory. Within fifteen (15) working days of notification, the employee, accompanied by their steward, shall be given the opportunity to discuss any evaluation, statement, or complaint with the employer. If a complaint or adverse report is considered invalid by the employer, it shall be destroyed. If a complaint or adverse report is to be placed on an employee's file, the employee shall be immediately notified, and they may:

- a) Initiate a grievance under Article 9; and/or
- b) Submit a written statement concerning the complaint, reprimand, or adverse report.

**15.02** Documentation of any disciplinary action shall be removed from the employee's electronic and/or hard copy file and shall not be used against them, provided there has been no further discipline of a similar nature rendered within two (2) years.

**15.03 Discharge and Discipline**

An employee may only be disciplined for just cause and only upon the authority of the employer. Any disciplinary action is subject to grievance and arbitration. An employee shall have the right to have a union representative at the meeting where they are to be disciplined or where a warning of possible disciplinary action is to be given. The employer shall notify the employee in writing of any disciplinary action, stating the reason(s) for discipline and the type of disciplinary penalty imposed. Evidence presented at an arbitration hearing shall be confined to the grounds stated in the discipline notice to the employee.

**15.04** An employee may be dismissed or suspended but only for just cause, and only upon the authority of the employer. When an employee is discharged or suspended, they shall be given the reason in the presence of their steward. Such employee and the union shall be advised promptly in writing by the employer of the reason for such discharge or suspension. The burden of proof of just cause shall rest with the employer.

**15.05 Unjust Suspension or Discharge**

Following the final decision within the grievance procedure, an employee who has been unjustly suspended or discharged shall be immediately reinstated in their former position without loss of seniority. The employee shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of an arbitrator, if the matter is referred to arbitration.

**15.06 Wrongful Conduct and Safe Reporting**

No employee shall be disciplined or suffer any negative consequences for bringing wrongful conduct concerns to the attention of the **Executive Director. Wrongful conduct concerns regarding the Executive Director can be brought to the attention of the SCIC Personnel (HR) Committee.**

In the effort of ensuring a safe and transparent workplace, employees shall have a safe and protected means of reporting all serious improprieties that potentially impact the integrity and effective operation of the organization. Reports of wrongful conduct

or suspected wrongful conduct will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

## **ARTICLE 16 – ACCESS TO PERSONNEL FILE**

- 16.01** An employee shall have the right at any time to have access to and review their personnel file and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.
- 16.02** The personnel file shall be closed upon termination of employment.
- 16.03** The employer shall not give any information concerning an employee to anyone without the permission of the employee.

## **ARTICLE 17 – RESIGNATION**

### **17.01 Notice of Resignation**

An employee who resigns should give one (1) month notice in writing to the employer.

### **17.02 Benefits and Resignation**

In case of dismissal or resignation, the employee shall receive all vacation entitlements and salary due to the date of termination.

## **ARTICLE 18 – SENIORITY**

### **18.01 Seniority**

Seniority shall be defined as the length of continuous service within the SCIC bargaining unit. Employees shall be credited for all service within the SCIC bargaining unit prior to certification.

### **18.02 Seniority List**

The employer shall ensure a seniority list is maintained showing the date upon which each employee's service commenced. The seniority list shall be sent to the union in January of each year.

### **18.03 Loss of Seniority**

An employee shall not lose seniority rights if they are absent from work because of sickness, accident, layoff, or leave of absence approved by the employer's representative(s).

An employee shall only lose their seniority in the event:

- a) The employee is discharged for just cause and is not reinstated.
- b) The employee resigns.
- c) The employee is absent from work without sufficient cause or without notifying the employer's representative(s), unless such notice was not reasonably possible.
- d) The employee fails to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other cause. It shall be the responsibility of the employee to keep the employer informed of their current address.
- e) The employee is laid off for a period longer than two (2) years.

#### **18.04 Leave of Absence**

**Seniority dates/accumulated seniority will be maintained for the first twelve (12) consecutive months only of a leave of absence without pay, except that:**

- a) **In the case of sickness, or non-compensable accidents, seniority will continue to accrue beyond the date when sick leave credits expire.**
- b) **Seniority dates will continue to accrue throughout an employee's period of educational leave, or leave of absence, with bursary support for educational purposes.**
- c) **Seniority will continue to accrue while on leave for union business at large in accordance with the provisions of Article 24.01.**
- d) **Seniority will continue to accrue throughout the period of maternity, adoption, or parental leave taken under Article 24.07.**
- e) **Seniority will continue to accrue throughout an employee's time while on Worker's Compensation payments, as outlined under Article 26.07 and will continue to accrue while on leave of absence with Worker's Compensation benefits.**

### **ARTICLE 19 – HOURS OF WORK**

#### **19.01 General**

- a) **The normal hours of work for employees shall be thirty-five (35) hours per week averaged over a two (2) month period.**

- b) For the purpose of this article, a day is defined as the twenty-four (24) hours from the start of 0001 hours.**
- c) Normal office hours shall be between 8:30 a.m. and 5:00 p.m. A normal workday will consist of seven (7) hours worked within the normal office hours.**
- d) Employees are expected to responsibly flow their over/under hours within a two (2) month period in order to maintain their thirty-five (35) hour average work week.**
- e) It is understood that operational requirements do necessitate different work hours for employees, which shall be determined by the affected employee and the Executive Director or designate, and shall include a discussion of appropriate breaks.**
- f) All time worked outside of normal hours of work, averaged over a two (2) month period (in excess of two hundred and eighty (280) hours in a two (2) month period), must be approved by the Executive Director or designate. No employee shall be required to work in excess of ten (10) hours in any given day unless mutually agreed and the appropriate time-in-lieu is credited at overtime rates identified in Articles 19.02 and 19.03. Such time shall be considered overtime and shall be taken as time-in-lieu as outlined in Article 19.02 or will be paid-out in accordance with Article 19.03.**
- g) Travel time on SCIC related business is to be considered working time.**

#### **19.02 Time-in-Lieu**

- a) If nearing the end of the two (2) month period the employee has worked hours that will result in them being over two hundred and eighty (280) hours, the employee shall notify the Executive Director or designate who will:
  - i) Approve the employee to take the excess hours off, or**
  - ii) Approve for the employee to bank the excess hours to be utilized in the next two (2) month period, or**
  - iii) Approve the employee to work the excess hours, resulting in overtime that will be paid out in accordance with Article 19.03.****

**Time banked in accordance with Article 19.02(a)(ii) will be banked at a rate of two (2) hours for every one (1) hour worked in excess of two hundred and eighty (280) hours.**

**Employees will take banked time off at a time determined at their discretion based on the employees' knowledge of their workload, their work planning and**

their schedule. The time when banked time is taken shall be determined by mutual agreement between the employee and the Executive Director or designate.

Upon termination all banked time shall be paid out to the employee.

### **19.03 Overtime**

- a) **Employees approved for payout of overtime in accordance with 19.02(a)(iii) shall be paid at the rate of double time (2x) the hourly rate for all approved hours.**
- b) **In the case of job-sharing employees, overtime is the time worked in excess of the appropriate portion of the work week of thirty-five (35) hours, averaged over a monthly period.**
- c) **Overtime work on a holiday shall be paid for at the rate of double time to be paid in time off in lieu of pay plus another day off with pay at a time mutually agreeable between the employee and the Executive Director or designate.**
- d) **Phone Calls or Text Messages Outside of Work Hours**

**An employee who is designated to be responsive to phone calls or text messages outside of work hours, as defined in this article shall be paid for a minimum of one-half (1/2) hour at appropriate overtime rates. Should the period of communication extend beyond one-half (1/2) hour, the employee will be paid for the actual time spent communicating with the employer.**

### **19.04 Temporary Performance of Higher Duties**

- a) **The temporary performance of higher position duties shall be defined as the assignment of an employee by the Executive Director or designate, to perform the duties of a position within a class having a higher maximum hourly rate of pay for one (1) full day or more. If the employee is not assigned, they shall not perform such duties.**

**A full day shall mean an assignment of at least three-quarters (3/4) of a day accumulated.**

- b) **Payment will be at an hourly rate which provides for an increase of eight percent (8%) over the employee's current hourly rate. If the increase of eight percent (8%) produces an hourly rate below the minimum of the range for the higher paid position, the salary shall be adjusted to the minimum of the range. In no case shall the hourly rate be more than the maximum hourly rate for the higher classification level/occupation.**

**19.05** Employees shall not accumulate more than the equivalent of fifteen (15) days in lieu because of banked time and overtime. Accumulated banked time and overtime shall normally be taken before August 31 of each year. In exceptional circumstances, time in lieu can be taken after August 31 upon mutual agreement between an employee and the employer or designate.

**19.06 a)** Time in lieu may be carried forward from month to month, and when time off is taken it shall be paid at the current rate of pay in effect.

b) Upon termination, all time owing shall be paid out to the employee.

## **ARTICLE 20 – INTERNATIONAL TRAVEL**

**20.01** The union and the employer recognize that employee participation in international initiatives related to SCIC’s programming is of mutual benefit to the organization and its employees.

In the event the employer chooses to have staff participation in international travel:

a) On a case-by-case basis the union and employer shall develop terms of international travel for staff.

b) Discussions regarding the terms shall commence as early as possible.

c) The terms of staff participation in international travel shall be finalized in writing with a letter of understanding.

d) Employees shall not be required to use vacation credits when participating in international travel.

## **ARTICLE 21 – HOLIDAYS**

**21.01** The employer recognizes the following as paid holidays:

New Year’s Day	Saskatchewan Day
Family Day	Labour Day
Good Friday	<b>National Day for Truth and Reconciliation</b>
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day

- Any other day proclaimed by the federal, provincial, or municipal government.
- All working days between December 25 and January 1, as well as the last working day before Christmas.

**21.02 Compensation for Holidays Falling on Saturday or Sunday**

When any of the above noted holidays fall on a Saturday or Sunday and is not proclaimed as being observed on some other day, the following Monday or Tuesday shall be deemed to be the holiday for the purpose of this agreement.

- 21.03 a) A full-time employee who is not required to work on the above holiday shall receive pay equal to one (1) regular day's pay.
- b) A part-time employee who is not required to work on the above holidays shall receive pay based on the following formula:

$$\frac{\text{No. of Hours in Immediately Preceding 4-Week Period}}{140 \text{ Hours}} \times \text{Employee's Daily Rate of Pay} = \text{Holiday Pay}$$

**ARTICLE 22 – VACATIONS**

**22.01 Length of Vacation**

Employees shall receive an annual vacation with pay in accordance with credited service on their anniversary date as follows:

From start: one and two-thirds (1 2/3) working days for each month worked, or twenty (20) working days per year.

After ten (10) years: twenty-five (25) working days per year.

**After twenty (20) years: thirty (30) working days per year.**

**22.02 Compensation for Holidays Falling Within Vacation Schedule**

If a paid holiday falls or is observed during an employee's vacation period, they shall be allowed an additional day's paid vacation.

**22.03 Accumulation of Vacation Credits**

Maximum accumulation of vacation credits to be used shall be as follows:

- i) In the case of **Article 22.01: thirty-five (35) working days.**

#### **22.04 Vacation Pay Upon Termination**

- a) An employee terminating their employment at any time in their vacation year before they have had their vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.
- b) An employee leaving SCIC who has been granted more vacation leave than is due to them shall have such over-payment deducted from any monies owing to them by the employer, except that in the event of the death of an employee, no such recovery will be made.
- c) In the event of the death of an employee, any amounts normally due to them under the provisions of this section shall be paid to their estate.

#### **22.05 Preference in Vacation and Rotation**

**Annual vacations shall be regulated by a rotation schedule within the workplace to ensure equality for all employees, regardless of seniority.**

#### **22.06 Vacation Schedules**

Vacation schedules shall be arranged by June 1 of each year and shall not be changed unless mutually agreed upon by the employee and the employer. Where possible, employees will attempt to take vacation time owing to them **between June and August.**

#### **22.07 Unbroken Vacation Period**

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

#### **22.08 Vacation Entitlement**

**During the first month of employment, vacation entitlement will be prorated based on days worked within that month.**

### **ARTICLE 23 – SICK LEAVE PROVISIONS**

- 23.01** Sick leave means the period of time an employee is absent from work with full pay **(provided the employee has sick credits available in accordance with Article 23.02)** by virtue of being sick, disabled, exposed to contagious diseases, preventative health care, illness in the immediate family, or receiving an ongoing treatment where that employee is not eligible for compensation under *The Workers' Compensation Act* or *Automobile Accident Insurance Act*.

### **23.02 Annual Paid Sick Leave**

- a) New employees shall be allowed five (5) working days sick leave in advance of future accumulation, if necessary.
- b) Twenty-one (21) days sick leave per year shall be earned by an employee at the rate of one and three-quarters ( $1\frac{3}{4}$ ) days for every month an employee is employed. This benefit shall be prorated for part-time employees.

### **23.03 Accumulation of Annual Sick Leave**

Sick leave may be accumulated to a maximum of one hundred and thirty-seven (137) days.

### **23.04 Deductions from Sick Leave**

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave. Absence for sick leave of less than half ( $\frac{1}{2}$ ) a day shall not be deducted. Absence for half ( $\frac{1}{2}$ ) a day or more and less than a full day shall be deducted as one-half ( $\frac{1}{2}$ ) day. This deduction shall be prorated for part-time employees.

### **23.05 Proof of Illness**

An employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) working days, certifying that they are unable to carry out their duties due to illness. However, where an employee is consistently absent for periods of three (3) working days or less, the employer may require a medical certificate.

### **23.06 Sick Leave Records**

Immediately after the close of each calendar year, each employee shall review the sick leave records of the employer and verify that the accumulated sick leave is correct. Any employee is to be advised on application, of the amount of sick leave accrued to their credit.

### **23.07 Computing Sick Leave**

**During the first month of employment, sick leave entitlement will be prorated based on days worked within that month.**

### **23.08 Employees on Extended Sick Leave**

Where an employee is absent due to illness or disability and is in receipt of sickness/long term disability benefits from either EI or another disability carrier, the employee shall be entitled to have the employer's contribution of their RRSP paid while they are on leave from SCIC for up to twenty-four (24) months. The employer's

contribution shall be four per cent (4%) of the sickness benefit and will be paid on a matching basis with the affected employee. Employees on sick leave without pay shall not accumulate vacation or sick leave entitlements but shall continue to accumulate seniority.

### **23.09 Reinstatement of Sick Leave Accumulation Upon Recall**

Should an employee be returned to work within six (6) months of being laid off, or should an employee be returned to work within six (6) months of leaving work as per the availability of funding, said employee shall have their sick leave accumulation reinstated to the accumulation level the employee had attained as of the day of layoff or leaving work.

## **ARTICLE 24 – LEAVE OF ABSENCE**

### **24.01 Leave of Absence for Union Functions**

Leave of absence with pay and without loss of seniority shall be granted, upon request to the employer's representative, to employees elected or appointed to represent the union at CUPE Saskatchewan Division and Saskatchewan Federation of Labour conventions. Leave of absence without pay shall be granted to employees to attend executive and committee meetings of CUPE, its affiliated or chartered bodies.

**24.02** Monthly union meetings shall be scheduled during normal working hours when the majority of members can attend. Meetings will not last more than two (2) hours and there will be no loss of pay or benefits.

### **24.03 Leave of Absence for Full-Time Union or Public Duties**

The employer recognizes the right of employees to participate in public affairs. Therefore, upon written request, the employer's representatives(s) will grant leave of absence without pay but without loss of seniority so that employees may be candidates in a federal, provincial, or municipal election.

### **24.04 Critical Care Leave**

**Employees who take a critically ill child care leave, a critically ill adult leave, or a compassionate care leave in accordance with *The Saskatchewan Employment Act*, and are in receipt of Employment Insurance benefits, will receive "top up" of benefits, to one hundred per cent (100%) of average gross salary, for a maximum of two (2) weeks.**

### **24.05 Bereavement Leave**

An employee shall be granted up to five (5) regularly scheduled consecutive work days' leave without loss of salary or wages in the case of death of a parent, wife,

husband, common-law spouse, brother, sister, child, grandparent, grandchild, **Indigenous elder** or some person with whom the employee has experienced a very close relationship, including those of the employee's significant other. Depending upon circumstances, additional time may be granted.

#### **24.06 Mourner's Leave**

One-half (1/2) day leave shall be granted without loss of salary or wages to attend a funeral as a pallbearer or mourner.

#### **24.07 Family, Maternity, Parental, and Adoption Leave**

- a) **Employees shall qualify for and receive maternity, parental, and/or adoption leave in accordance with *The Saskatchewan Employment Act*.**
- b) **Employees in receipt of Employment Insurance benefits will receive "top up" to eighty per cent (80%) of average gross salary in the twelve (12) months prior to the commencement of the leave for a maximum of ten (10) weeks combined.**
- c) Seniority Status During  
The employee shall accumulate seniority rights during maternity/parental leave.
- d) Additional maternity/parental leave of up to one (1) year without pay may be granted after benefits expire. Health reasons shall qualify for the additional leave being granted.
- e) There shall be no loss of seniority, staff benefits, salary increments, or job security of an employee while on maternity, parental, or adoptive leave.
- f) An employee shall not lose sick leave and vacation entitlements for the period of paid maternity and parental leave.
- g) Family Leave  
Employees shall be granted leave with pay to fulfill family responsibilities that must be scheduled during work hours, to a maximum of four (4) hours per month. Family leave shall be deducted from an employee's accrued sick leave. Additional family leave may be granted as mutually agreed.

#### **24.08 Time off for Elections**

Employees shall be allowed four (4) consecutive hours off before the closing of polls in any federal, provincial, or municipal election or referendum without deduction from normal daily pay.

#### **24.09 Paid Jury or Court Witness Duty Leave**

The employer's representative(s) shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any court. The employer shall pay such an employee the difference between their normal earnings and the payment they received for jury service or court witness, excluding payment for travelling, meals, or other expenses. The employee shall present proof of service and the amount of pay received.

#### **24.10 Educational Leave**

- a) The employer recognizes that education and skill development is beneficial for both the employee and the workplace and that it has a responsibility to encourage the fullest development of staff capacity. To this end, the employer agrees that employees may apply for and may receive leave with pay and expenses to take part in job related conferences, courses, workshops, institutes, evening meetings, or in-service training sessions. Such leave shall not be unreasonably withheld. Application for paid leave must take place as early as possible, generally no less than one (1) month prior to the beginning of the proposed leave.
- b) Professional development funds may be available to cover, or partially cover, the costs associated with attending educational events, conferences, courses, workshops, institutes, etc. Application for these funds must be requested and approval received in advance of any cost being incurred.
- c) Educational leave and professional leave require the approval of the Executive Director **or designate**.

#### **24.11 Leave Without Pay**

An employee may apply for, and receive a leave of absence without pay for, personal reasons other than illness, provided they make a written request stating the reasons to the employer. Every effort shall be made to comply with the employee's request for such leave. Permission shall not be unreasonably withheld. Seniority and sick leave accumulation shall not be affected by such leave if less than thirty (30) days.

**Employees on approved leaves without pay beyond thirty (30) calendar days shall maintain all accrued seniority as outlined in Article 18.04.**

- 24.12** Every effort will be made so that any leave of absence will not unduly affect the work of the organization. Employees shall not be expected to carry the work of any employee on leave without re-prioritizing other workloads.

#### **24.13 Quarantine Leave**

**An employee who has been directed to self-isolate, either by a medical health officer as designated under *The Public Health Act* or by the employer, and who**

**is unable to continue to perform their duties from the place of self-isolation, shall continue to receive regular pay for a maximum of twenty (20) days within a one (1) year time frame. This provision will not apply for employees who have been directed to self-isolate and who have contracted the illness. In this case, employees will be required to utilize sick credits for the entire length of their illness.**

## **ARTICLE 25 – SPECIAL LEAVE**

### **25.01 Entitlement**

After three (3) years of employment, job-sharing and part-time considered as such, employees may be entitled to a work-related learning experience apart from normal duties, upon approval from the board. Thereafter, entitlement will only be considered after every four (4) years.

### **25.02 Process**

The project proposal shall be submitted to the employer for approval. Such approval shall not be unreasonably withheld. Such leave will not be cumulative. However, the employer may consider special requests on a case-by-case basis and requests will be subject to the following conditions:

- a) The employer and the employee will mutually agree upon appropriate follow-up to the special leave which will be of benefit to the organization.
- b) If more than one (1) employee applies at the same time, the employer, in consultation with the union, will determine the order of the leave.
- c) The entitlement of the person(s) not chosen is not affected by the previous clause for the purpose of future leave.
- d) The amount of paid leave for this provision shall not exceed eight (8) weeks. For job sharing or part-time positions the leave shall be calculated on a proportional basis.
- e) The amount of money available for this leave in addition to pay shall be determined by the employer in consultation with the union.
- f) The provision of this clause shall apply only if the employee undertakes to return to similar related employment.
- g) The timing of leave under this clause is negotiable but must be granted within a reasonable length of time.

## **ARTICLE 26 – PAYMENT OF WAGES AND ALLOWANCES**

### **26.01 Pay Days**

The employer shall pay salaries and wages monthly in accordance with Schedule "A" attached hereto and forming part of this agreement. On each payday, each employee shall be provided with an itemized statement of **their** wages, overtime, and other supplementary pay and deductions.

### **26.02 Per Diems, Accommodation, and Travel**

Employees are entitled to claim expenses for per diems, accommodation, and travel and shall be paid at the same rate as the employer's.

**26.03** Kilometrage shall be paid at the same rate paid for employer expenses.

**26.04** Other justifiable petty cash expenses may be paid upon production of receipts.

**26.05** Employees shall make every effort to arrange travel, meals, and accommodations in the most efficient and cost-effective way.

### **26.06 Child Care**

Childcare expenses incurred by employees in the course of their duties outside of regular office hours shall be reimbursed at cost upon production of receipts of **\$15.00/hour up eight (8) hours per day, maximum of \$120.00 per day.**

## **ARTICLE 27 – TEMPORARY AND PART-TIME EMPLOYEES**

**27.01** Part-time employees shall be entitled to all rights, representation, and benefits of this agreement.

**27.02** Temporary employees shall be entitled to all rights, representation and benefits of the agreement except:

- i) Temporary employees shall be laid off at the end of their temporary appointment and shall be afforded layoff notice in accordance with *The Saskatchewan Employment Act*.
- ii) Temporary employees shall be eligible for the benefits provided in Article 28 at the commencement of their seventh consecutive month of employment.
- iii) Temporary employees shall not have the right to exercise seniority for purposes of promotion (Article 11) or layoff and recall (Article 14).
- iv) Upon appointment to a permanent position, all service during the previous two (2) year period shall be credited for purposes of seniority (Article 18).

## ARTICLE 28 – BENEFITS

- 28.01** a) There shall be a monthly contribution of seven per cent (7%) of gross income from the employer and at least four per cent (4%) from the employee, which shall be deposited into an RRSP plan(s), the form of which will be determined by the employees.
- b) Life Insurance, Accidental Death and Dismemberment Insurance, Dependant's Insurance, Long-Term Disability Insurance, health-guard, dental coverage, and Employee Assistance Program (EAP) as insured by a group plan through current carrier and paid by the employer.
- c) The Employer shall provide Vision Care coverage as follows:
- All employees shall be eligible to be reimbursed up to **\$500.00 every two (2) years** for glasses (lenses and frames), contacts, eye exams, safety glasses, or laser eye surgery, upon presentation of receipts.
- d) In instances where the employee's hours worked are lower than minimum requirement, the following dental coverage will be paid by the employer:
- Employees working less than fifty per cent (50%) time who cannot be covered by the group plan and who have worked at SCIC for twenty-four (24) consecutive months.
- Seven hundred dollars (\$700.00)** annual maximum coverage (non-accumulative) - employee and immediate family on presentation of receipts.
- e) The employer will provide a wellness account of **three hundred dollars (\$300.00)** per employee per **calendar** year.

## ARTICLE 29 – LONG-TERM SERVICE ALLOWANCE

- 29.01** The employer agrees to recognize long-term service of SCIC employees who have served for a minimum of twenty (20) years and have reached the age of fifty (50) and are resigning or retiring from SCIC. The long-term service allowance will be calculated based on **four (4) weeks'** salary for every year up to a maximum of six (6) months' salary. Weekly salary shall be **based on the hours worked under Article 19.01(a) at the pay level currently held by the employee.**

In no case shall this amount be in addition to provisions outlined in Article 14.06 (Severance Pay)

## ARTICLE 30 – HEALTH AND SAFETY

**30.01** The parties recognize the need for a safe and healthful workplace and agree to take appropriate measures in order that occupational safety hazards that lead to incidents, injuries, or occupational disease are eliminated, or where not possible, effectively controlled.

**30.02** The employer and the union agree to co-operate in the promotion of safe working conditions, the prevention of accidents, the prevention of workplace injuries and industrial diseases, and the promotion of safe working practices as legislated by *The Saskatchewan Employment Act* and Occupational Health and Safety Regulations.

**30.03** Nothing in this section limits the right of an employee to refer any matter respecting occupational health and safety directly to an occupational health officer.

### **30.04 Domestic Violence and Employee Safety**

a) The employer and the union recognize that situations of violence or abuse in an employee's personal life can affect their attendance or performance at work. The parties further recognize that victims are often reluctant to disclose because of the stigma associated with domestic violence and the fear of gossip, not being believed, job loss, and other negative outcomes; that perpetrators are often skilled at hiding and rationalizing their abusive behaviour; and that privacy arguments are often used to cover up violence that occurs in intimate relationships. For these reasons, the parties pledge their support to employees impacted by domestic violence and agree to the following:

- i) An employee who is in an abusive or violent situation will not be subject to discipline if the absence or performance can be linked to the abusive or violent situation (for example: a written note from a doctor, lawyer, counselor, intake worker, or worker at a women's or crisis shelter).
- ii) Absences that are not covered by sick leave or disability insurance will be granted as absent with permission without pay not to exceed thirty (30) calendar days.
- iii) **Employees covered by this article shall continue to receive pay for full, or partial, days for up to a maximum of ten (10) days within a one (1) year period.**

#### b) Privacy, Confidentiality, and Disclosure Information

The employer and the union agree that requests and inquiries must be done carefully in order to balance the safety and privacy of the employee and that privacy and confidentiality should be maintained to the furthest extent possible. As such, the parties agree to the following:

- i) Requests submitted under the terms of this article will be treated as confidential by the employer. All personal information concerning domestic violence will be kept confidential and no information will be kept on the employee's personnel file without their express written permission.
- ii) Information will only be disclosed on a "need to know" basis to protect confidentiality while ensuring worker safety.
  - 1) The parties will not disclose more personal information than is reasonably necessary to protect workers from injury and will share information only with those who need to know.
  - 2) Information will only be shared in emergency situations, for threat assessment, for safety planning and for the effective implementation of protective orders, such as limiting public access in certain circumstances.
- iii) The employer will provide mechanisms for workers to report incidents and risks of domestic violence.

## **ARTICLE 31 – STAFF COMPLEMENT**

**31.01** The employer and the union agree with the principle of full-time employment. The reduction of the full-time staff complement, or the increase of the part-time staff complement shall be the subject of negotiations between the parties.

## **ARTICLE 32 – GLOBAL JUSTICE FUND**

**32.01** The employer shall deduct on a monthly basis one cent (1¢) per hour from the wages of all members of the bargaining unit and prior to the month following, remit that amount to the CUPE Global Justice Fund. The employer shall include with the remittance the number of employees for whom contributions have been made.

It is understood that the participation by any employee in the bargaining unit in the program of deductions set forth above may be discontinued after the receipt by the employer and the union of that employee's written statement of desire to discontinue participation.

## **ARTICLE 33 – DURATION OF AGREEMENT**

**33.01** a) This agreement shall be effective from April 1, **2021**, and shall remain in force and effect up to March 31, **2026**, and from year to year thereafter, but either party may, not less than sixty (60) days nor more than one hundred and twenty (120) days prior to the expiry thereof, give notice in writing to the other party to negotiate a revision of the collective agreement.

- b) This agreement provides for its continuation during any negotiating period and all terms and conditions shall apply, unless otherwise contained, effective the date of signing.

**SCHEDULE "A" – PAY SCHEDULE**

Program Assistant Increase by:		Program Officer Increase by:	
Year 1 (2021/2022)	0%	Year 1 (2021/2022)	0%
Year 2 (2022/2023)	3%	Year 2 (2022/2023)	3%
Year 3 (2023/2024)	7%	Year 3 (2023/2024)	7%
Year 4 (2024/2025)	4%	Year 4 (2024/2025)	4%
Year 5 (2025/2026)	4%	Year 5 (2025/2026)	4%

**April 1, 2021 – March 31, 2022 | Year 1**

**Casual                      Hourly                      \$15.94**

	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
	<b>Probationary</b>	<b>7 – 12 months</b>	<b>to 24 months</b>	<b>over 24 months</b>
<b>Program Assistant</b>	\$47,865.42	\$49,301.38	\$50,780.42	\$52,303.83
Monthly	\$3,988.78	\$4,108.45	\$4,231.70	\$4,358.65
Hourly	\$26.30	\$27.09	\$27.90	\$28.74

	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
	<b>Probationary</b>	<b>7 – 12 months</b>	<b>to 24 months</b>	<b>over 24 months</b>
<b>Program Officer</b>	\$ 52,112.09	\$ 53,730.66	\$55,368.62	\$57,006.57
Monthly	\$4,342.67	\$4,477.55	\$4,614.05	\$4,750.55
Hourly	\$28.63	\$29.52	\$30.42	\$31.32

**April 1, 2022 – March 31, 2023 | Year 2**

**Casual                      Hourly                      \$16.42**

	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
	<b>Probationary</b>	<b>7 – 12 months</b>	<b>to 24 months</b>	<b>over 24 months</b>
<b>Program Assistant</b>	\$49,301.38	\$50,780.42	\$52,303.83	\$53,872.94
Monthly	\$4,108.44	\$4,231.70	\$4,358.65	\$4,489.41
Hourly	\$27.09	\$27.90	\$28.74	\$29.60

	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
	<b>Probationary</b>	<b>7 – 12 months</b>	<b>to 24 months</b>	<b>over 24 months</b>
<b>Program Officer</b>	\$53,675.45	\$55,342.58	\$57,029.68	\$58,716.77
Monthly	\$4,472.95	\$4,611.88	\$4,752.47	\$4,893.07
Hourly	\$29.49	\$30.41	\$31.33	\$32.26

**April 1, 2023 – March 31, 2024 | Year 3**

**Casual**                      Hourly                      \$17.57

	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
	<b>Probationary</b>	<b>7 – 12 months</b>	<b>to 24 months</b>	<b>over 24 months</b>
<b>Program Assistant</b>	\$52,752.48	\$54,335.05	\$55,965.10	\$57,644.05
Monthly	\$4,396.03	\$4,527.92	\$4,663.76	\$4,803.67
Hourly	\$28.99	\$29.86	\$30.75	\$31.67

	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
	<b>Probationary</b>	<b>7 – 12 months</b>	<b>to 24 months</b>	<b>over 24 months</b>
<b>Program Officer</b>	\$57,432.73	\$59,216.56	\$61,021.76	\$62,826.94
Monthly	\$4,786.06	\$4,934.71	\$5,085.14	\$5,235.58
Hourly	\$31.55	\$32.53	\$33.53	\$34.52

**April 1, 2024 – March 31, 2025 | Year 4**

**Casual**                      Hourly                      \$18.27

	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
	<b>Probationary</b>	<b>7 – 12 months</b>	<b>to 24 months</b>	<b>over 24 months</b>
<b>Program Assistant</b>	\$54,862.58	\$56,508.45	\$58,203.70	\$59,949.81
Monthly	\$4,571.88	\$4,709.04	\$4,850.31	\$4,995.81
Hourly	\$30.14	\$31.05	\$31.98	\$32.94

	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
	<b>Probationary</b>	<b>7 – 12 months</b>	<b>to 24 months</b>	<b>over 24 months</b>
<b>Program Officer</b>	\$59,730.04	\$61,585.22	\$63,462.63	\$65,340.02
Monthly	\$4,977.50	\$5,132.10	\$5,288.55	\$5,445.00
Hourly	\$32.82	\$33.84	\$34.87	\$35.90

**April 1, 2025 – March 31, 2026 | Year 5**

**Casual**                      Hourly                      \$19.00

	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
	<b>Probationary</b>	<b>7 – 12 months</b>	<b>to 24 months</b>	<b>over 24 months</b>
<b>Program Assistant</b>	\$57,057.08	\$58,768.79	\$60,531.85	\$62,347.81
Monthly	\$4,754.75	\$4,897.40	\$5,044.32	\$5,195.65
Hourly	\$31.35	\$32.29	\$33.26	\$34.26

	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
	<b>Probationary</b>	<b>7 – 12 months</b>	<b>to 24 months</b>	<b>over 24 months</b>
<b>Program Officer</b>	\$62,119.25	\$64,048.63	\$66,001.13	\$67,953.62
Monthly	\$5,176.60	\$5,337.38	\$5,500.09	\$5,662.80
Hourly	\$34.13	\$35.19	\$36.26	\$37.33

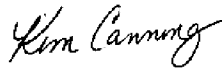
IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THESE PRESENTS TO  
BE EXECUTED THIS 3rd DAY OF August A.D. **2023**.

SASKATCHEWAN COUNCIL FOR  
INTERNATIONAL CO-OPERATION



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Zehra Rizvi – Executive Director



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Kim Canning - Consultant

CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 3012



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Dave Stevenson – Cupe National  
Representative



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Shayne Larzarowich - President



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Navit Asres – Recording Secretary

DS/cf.cope491

**MEMORANDUM OF AGREEMENT BETWEEN CUPE LOCAL 3012 AND SCIC  
(to be appended to our Collective Agreement)**

**Re: LONG-TERM STAFFING**

Based on a meeting between SCIC Personnel Committee and SCIC staff representatives,  
March 8, 1990

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SCIC and the unionized staff of SCIC believe that long-term staffing is of benefit to SCIC, the staff, the development community and society as a whole. Therefore, it is in the best interests of SCIC, its members and other clients to attract and retain well qualified and committed staff. As SCIC and its Board of Directors do view staff as professionals, they agree with staff that stable, long-term staffing offers a variety of advantages. These include:

1. Advantages to the organization at a program level, including a stable organizational presence in the development community, quality service to SCIC member agencies and others, and continuity and high productivity in SCIC program delivery.
2. Advantages to the internal administration of SCIC, including a stable and efficient internal administration system and less time and money spent on hiring and orientation.
3. Advantages to staff and their families/dependants including personal financial stability and opportunities for skills and career development.
4. Advantages to the development community and society as a whole including the strengthening of the Canadian development community through the building of a skilled and knowledgeable force of development workers and the strengthening of the Saskatchewan economy by providing long-term employment.

SCIC and its unionized staff believe the following conditions encourage long-term staffing:

1. Recognition of the valuable contribution of staff from the very beginning of their service to SCIC by providing equitable and generous benefits and salary throughout the period of employment. Our Collective Agreement thus reflects a salary structure that is relatively equitable and that allows an employee to reach full (top) salary scale within a few years of employment.
2. Special recognition of employees who have served with SCIC for a long period.
3. Flexibility, especially in the case of employees who have served with SCIC for a long period, to move into other programming areas of work which may interest them, providing this does not jeopardize the work or working wellbeing of other employees or the functioning of the organization as a whole.

4. Various opportunities for staff development as well as opportunities to further knowledge and awareness of global development issues and opportunities for personal contact with other development organizations. Opportunities to attend conferences and workshops, both nationally and internationally, which are of special interest and value to staff, will further encourage long-term employment.
5. A respectful, healthy and nurturing working environment in which Management consults and co-operates with employees concerning all decisions which will affect them and their working environment; an environment in which employees are encouraged to feel a sense of ownership of their work and to take on new challenges and responsibilities as the need and desire arises; and an environment in which continuous attention is paid to the issue of workload.
6. Good relations and a feeling of camaraderie between board, staff, committees and other volunteers as well as recognition and respect from the board for the contributions of staff.

This memorandum of agreement shall be used as a basis for discussions and negotiations on appropriate recognition and benefits for long-term staff. This memorandum of agreement shall not override or be interpreted differently than the Collective Agreement to which it shall be appended.