



COLLECTIVE BARGAINING AGREEMENT

Between the

**CANADIAN UNION OF PUBLIC EMPLOYEES
(CUPE) 1949**

and

**THE SASKATCHEWAN
LEGAL AID COMMISSION**

**LEGAL  AID
S A S K A T C H E W A N**

OCTOBER 1, 2022 – SEPTEMBER 30, 2025

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PREAMBLE

Whereas both parties to this Agreement recognize the value of joint discussion and negotiations in the maintenance and enhancement of harmonious relations between the Commission and the Union, and desiring that this Collective Agreement is to set forth the terms and conditions of employment affecting Employees covered by this Agreement, and the means for the settling of grievances, now, therefore, the parties hereto agree as follows:

The Commission and the Union jointly agree that the following common goals will guide their actions:

- **Quality service to the public: efficient, effective, client driven and culturally responsive. Service that supports the Legal Aid Saskatchewan Commission's Vision of inclusive, responsive, and equitable justice in Saskatchewan through the four values also called the 4Cs: Compassion, Collaboration, Courage and Commitment.**
- **A constructive new relationship between Employees, Union, and the Commission, with the following characteristics:**
 - **Open and participatory.**
 - **Timely sharing of information.**
 - **Higher trust and mutual respect.**
 - **A more cooperative and less adversarial approach.**
- **An improved public image of Legal Aid Saskatchewan.**
- **Recognition and respect for the respective roles of the parties, and**
- **A safe and healthy workplace.**

It is agreed that Employees of Legal Aid Saskatchewan will play a central role in achieving these goals.

Working collaboratively is a fundamental value of this Agreement. The Commission and Canadian Union of Public Employees reaffirm their commitment to this value.

ARTICLE 1 – RECOGNITION

1.01 The Commission recognizes the Canadian Union of Public Employees, CUPE 1949, as the sole and exclusive bargaining agent for its Employees as per the Saskatchewan Labour Relations Board Order 199-92, dated October 27, 1992, unless mutually agreed otherwise by the Union and the Employer.

1.02 Definitions

- (a) **"Commission" means The Saskatchewan Legal Aid Commission.**
- (b) **"Union" means Canadian Union of Public Employees (CUPE) 1949.**
- (c) **"Permanent Full-Time Employee" means an Employee in a permanent full-time position who has successfully completed the initial probationary period.**
- (d) **"Permanent Part-Time Employee" means an Employee in an ongoing less than full-time position who has successfully completed the initial probationary period.**
- (e) **"Temporary Secondment" means the assignment of an Employee from one Legal Aid Area Office to another Legal Aid Area Office.**
- (f) **"Term Employee" means the incumbent in a position whose tenure of employment is limited to a defined period of time, not to exceed two (2) years unless by mutual agreement between the Commission and the Union.**
- (g) **"Direct Manager" means a Legal Director, Administrative Staff Manager, Head of the Department or Senior Manager.**

ARTICLE 2 – MANAGEMENT RIGHTS

- 2.01 The Union acknowledges that it is the right of the Commission to manage its business and to direct the working force except as limited by the terms of this Agreement.

ARTICLE 3 – UNION MEMBERSHIP REQUIREMENT

- 3.01 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 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 this 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 periodic dues uniformly required to be paid by the members of the Union.

ARTICLE 4 – CHECK-OFF UNION DUES

- 4.01 Upon written authorization from an Employee, the Commission agrees to deduct from every Employee so authorizing same, any Union dues, initiation fees and assessments in accordance with the Union bylaws, and owing by them to the Union.
- 4.02 Deductions will be made from the payroll period and shall be forwarded to the Secretary-Treasurer of the Union not later than the 10th day of the pay period following in respect of which deductions have been made, accompanied by a list of all Employees from whose wages and deductions have been made, which list shall include names, addresses, and classification of Employees.
- 4.03 A monthly statement shall be forwarded to the Secretary-Treasurer of the Union showing the names and classifications of all new Employees, and the Employees who have left the employment of the Commission during the month and the date of hiring or severance.
- 4.04 At the time that Income Tax (T4) slips are made available, the Commission shall type on the amount of Union dues paid by each Union member in the previous year.

ARTICLE 5 – THE COMMISSION AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

- 5.01 On commencing employment, the **Direct Manager** shall introduce the new Employee to the Area Office Union steward or representative. The steward or representative will provide the Employee with a copy of the Collective Agreement and acquaint the Employee with conditions of employment set out in the Articles dealing with Union membership requirements and dues check-off.
- 5.02 The Commission with the Union shall share the cost of printing a mutually agreed upon number of copies of the Agreement.

ARTICLE 6 – HUMAN RIGHTS

- 6.01 The parties hereto agree not to discriminate against any Employee because of religious or political affiliation, race or perceived race, creed, colour, national or ethnic origin, age, sex, gender identity, family status, marital status (including common-law and same sex relationships), sexual orientation, **receipt of public assistance**, or mental or physical disability, providing that such mental or physical disability does not unduly interfere with the Employee's ability to adequately do the work, except as provided for in the Pension or Group Insurance Plan, or by reason of membership or activity in the Union.
- 6.02 The Union and the Commission recognize the right of Employees to work in an environment free from harassment. "Harassment" means any inappropriate conduct, comment, display, action or gesture by a person that either:
- (a) Is based on race, creed, religion, colour, sex, sexual orientation, marital status, family status, disability, physical size or weight, age, nationality, ancestry or place of origin; or
 - (b) Adversely affects the Employee's psychological or physical well-being and that the person knows or ought reasonably to know would cause an Employee to be humiliated or intimidated;
- and
- (c) That constitutes a threat to the health or safety of the Employee.

To constitute harassment for the purposes of 6.02 (b):

- Repeated conduct, comments, displays, actions or gestures must be established; or
- A single, serious occurrence of conduct, or a single, serious comment, display, action or gesture, that has a lasting, harmful effect on the Employee must be established.

For the purposes of 6.02 (b), harassment does not include any reasonable action that is taken by the Commission or a Manager or Supervisor employed or engaged by the Commission, relating to the management and direction of the Commission's Employees or the place of employment. Harassment complaints will be dealt with in accordance with the Commission's policy. This policy will not be changed without the concurrence of the Union.

- 6.03 Both the Union and the Commission agree to work cooperatively to educate current and new Employees to foster a harassment free workplace.

ARTICLE 7 – GENDER

- 7.01 Except where specifically stated to the contrary, provisions of this Agreement shall apply to all genders. **Use of the gender-neutral pronouns they/them includes a reference to persons of any gender and any other individual regardless of gender identity, wherever the facts or context so require.**

ARTICLE 8 – UNION COMMITTEE

- 8.01 The Union Bargaining Committee shall be elected or appointed and the Union shall advise the Commission of the members of the Committee. Members of the Committee shall be granted leave to attend such bargaining.
- 8.02 The Union shall have the right at any time to have a representative of the Canadian Union of Public Employees or such other persons as it may deem advisable present, at any meeting with the Commission or the Committees set forth in this Article.

- 8.03 The Commission shall have the right to have the assistance of its Solicitor and/or such other persons as it may deem advisable, at any meeting with the Union or the committees set forth in this Article.

ARTICLE 9 – LABOUR MANAGEMENT RELATIONS COMMITTEE

- 9.01 A Labour Management Relations Committee shall consist of two members appointed by the Employer and two members appointed by the Union. Such Committee shall discuss issues of mutual interest. **The Employer agrees that members attending on behalf of the Union shall be granted leave with pay in order to attend such meetings.**
- 9.02 In the event either the Commission or the Union wishes to call a meeting of the Labour Management Relations Committee, such meeting shall be held at a time and place fixed by mutual agreement.
- 9.03 The Commission and Union chairpersons shall alternate in presiding over meetings.
- 9.04 The Commission agrees to provide minutes within 15 days following meetings.
- 9.05 The Committee may concern itself with the following general matters:
- (a) To improved relations between Commission and Employees.
 - (b) Promoting safety and sanitary practices.
 - (c) **The Commission will inform the Union, through the Labour Management Relations Committee, of any potential situations of contracting out work of the bargaining unit. This Committee will discuss any alternatives to contracting out work of the bargaining unit.**
- 9.06 The Committee shall not have jurisdiction over any matter of Collective Bargaining, including the administration of the Collective Agreement, unless mutually delegated to the Committee by the Union and the Commission.

ARTICLE 10 – GRIEVANCE PROCEDURE

- 10.01 A grievance shall be defined as any dispute between the Commission and Employee(s) and/or the Union arising out of an interpretation, application or alleged violation of the Collective Agreement, and/or working conditions, or conditions of employment.
- 10.02 The Commission acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of up to three (3) members who shall be Employees of the Commission. The personnel of such Committee shall be communicated to the Commission.
- 10.03 **Every effort should be made to resolve problems through dialogue at the local level prior to going to grievance. The parties agree to provide a full explanation of issues during initial discussions at the local level.**
- 10.04 **Grievances must be submitted by a designated Steward or Union official.**
- 10.05 **A grievance shall be effective upon receipt by the Employer's designate. A grievance must be initiated within 20 working days from the date on which the Employee first became aware of the alleged infraction or the date the parties communicate they are unable to resolve problems at the local level. Where a grievance arises with respect to those items included in this Agreement where the Commission has allegedly failed to supply a specific benefit, e.g., vacation leave, sick leave, etc., the time limit shall be one (1) year from the date on which the alleged infraction first occurred.**

- 10.06 If an Employee or group of Employees of the Union has a grievance, then an earnest effort shall be made to settle the grievance, without delay. The grievance shall be taken up in the following manner:
- Step 1:** The Employee(s) concerned, together with their Steward and/or the Grievance Committee shall, within 20 working days of **failing to achieve a resolve through dialogue at the local level**, seek to settle the dispute with the **Direct Manager**, who shall render a decision within **10 working days**.
- Step 2:** Failing agreement being reached in Step 1, the Grievance Committee may forward the grievance to the Chief Executive Officer, Saskatchewan Legal Aid Commission within 20 working days. A hearing shall be held within 10 working days of receipt of the grievance, and the Chief Executive Officer **shall** render a decision within 10 working days of the hearing.
- Step 3:** Failing agreement being reached in Step 2, then the grievance may be referred to arbitration by the Grievance Committee. The Union shall notify the Chief Executive Officer of its intention to seek arbitration by written notice confirmed by registered mail, fax, or other proof of service, within 20 working days after the receipt of the Chief Executive Officer's decision.
- 10.07 If the Commission or the Union does not comply with the time limits expressed in 10.06, the grievance shall automatically advance to the next step. **Upon mutual agreement the grievance may be sent back to the previous Step for resolution.**
- 10.08 In the event that a policy grievance arises, such grievance will be dealt with at Step 2 of the grievance procedure.
- 10.09 Replies to grievances shall be in writing at all stages.
- 10.10 The Commission will supply the necessary facilities for grievance meetings.
- 10.11 A representative of the Canadian Union of Public Employees shall have access to the Commission's premises during normal working hours in order to investigate conditions relevant to an initiated grievance and to assist in the settlement of grievances.
- 10.12 The time limits fixed in the grievance procedure in 10.06 above, may be extended by consent of the Commission and Union.
- 10.13 A grievance in respect to a dismissal shall be initiated at Step 2 of the grievance procedure within a period of 20 working days from the date the written notice of dismissal is given to the Employee.
- 10.14 The grievor and one Union representative shall not suffer any loss of pay or benefits for the total time involved in presenting grievances or arbitrations.
- 10.15 The Commission agrees that meetings held in accordance with Step 2 of the grievance procedure will be held at the Area Office where the grievance originated.
- Meetings held in accordance with Article 10.08 will be held at the Head Office.
- 10.16 The Union shall have the right to unilaterally withdraw a grievance without prejudice to the Union's position and will advise the Commission of same in writing.

ARTICLE 11 – ARBITRATION

11.01 Arbitrable Issues

The arbitration procedures shall extend only to those grievances which meet the requirements set out in Article 10, Grievance Procedure.

- 11.02 Notification of the desire to seek arbitration shall be in writing. Within 10 working days of the date of service of such notification, the Union and the Commission may mutually agree to an Arbitrator. If no agreement is reached within 10 working days, then the Arbitrator will be selected, by chance, from a list of three (3) persons established and maintained by the Union and the Commission. This list shall be reviewed and revised by the Union and Commission as required.

After the Arbitrator has been chosen by the foregoing procedure, they shall meet and hear the evidence of both parties, as soon as possible. The award of the Arbitrator shall be rendered in writing within 60 calendar days of the close of the hearing. The decision of the Arbitrator shall be final and binding on the parties and upon any affected Employee.

11.03 Costs

The Union and the Commission will equally share the costs incurred by the Arbitrator.

11.04 Witnesses

Each party shall be responsible for the costs of its witnesses in accordance with the arrangements made with its witnesses.

11.05 One Issue

The Arbitrator shall not deal with more than one grievance without the mutual consent of the Commission and the Union unless all grievances concern the same issue.

11.06 Power

The Arbitrator shall not have the power to add to, subtract from, or modify in any way, the terms of this Agreement. The Arbitrator may consider only the particular issue or issues presented to them, and their decision must be based solely on the interpretation of the provisions of this Agreement, provided that the Arbitrator may in the case of a suspension or dismissal grievance make any arrangement which in their opinion is just and equitable in the circumstances.

- 11.07 Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator within 15 days of the handing down of the decision to have arbitration reconvened to clarify the decision, which the Arbitrator shall do within five (5) days of such request if possible.

- 11.08 The time limits fixed in the arbitration procedure may be extended by the consent of the Commission and Union.

ARTICLE 12 – DISCIPLINE AND DISMISSAL AND TERMINATION PROCEDURES

- 12.01 A copy of any document or other information placed on any Employee's file which might at any time be the basis for disciplinary action shall be supplied concurrently to the Employee. The Employee shall have the right to respond in writing to such document being placed on their personnel file. Such response shall be placed on their personnel file.

12.02 Permanent Employees

Employees shall not be disciplined, suspended or dismissed without just cause and such cause shall be stated in writing to the Employee. A copy will be forwarded to the Union.

- 12.03 In cases of discipline, suspension or dismissal the burden of proof of just cause shall be on the Commission.
- 12.04 No item of the record of an Employee shall be used against such Employee for purposes of discipline, suspension, or dismissal if such item occurred more than 15 months prior to such discipline, suspension or dismissal taking place.
- 12.05 **Employees on Probation**
Employees on probation may be dismissed at any time during probation with seven (7) days notice, with reasons for the dismissal stated in writing.
- 12.06 **Right to have Union Representative Present**
An Employee shall have the right to have a Union representative present at any discussion with supervisory personnel which might be the basis of disciplinary action.
- 12.07 **Term** Employees may be terminated at any time with 30 days written notice, for operational requirements. The onus is on the Commission to demonstrate valid operational requirements.

ARTICLE 13 – RECORDS

- 13.01 An Employee shall have the right to review their personnel file in the presence of the Commission. An Employee shall have the right to make a copy of any material contained in their personnel record.

ARTICLE 14 – PROBATION

14.01 (a) **Permanent Full-Time Employees**

All newly hired permanent Full-Time Employees shall be considered probationary for a period of **six (6)** months following the date of their commencement of employment, except for Lawyers, who shall have a nine (9) month probationary period.

All Employees except for Lawyers who complete less than three (3) months of the probationary period in one Area Office and who moves to another Area Office, shall complete a probationary period that includes time worked in the initial Area Office plus **six (6)** months in the second Area Office, to a maximum of **eight (8)** months.

A Lawyer who completes less than six (6) months of the probationary period in one Area Office and who moves to another Area Office, shall complete a probationary period that includes time worked in the initial Area Office plus nine (9) months in the second Area Office, to a maximum of 12 months.

An Employee who completes more than three (3) months or six (6) months of the probationary period in one Area Office respectively, and who moves to another Area Office, will complete the remainder of their probationary period in the new office.

No Employee shall be required to serve more than one probationary period unless there has been a break in service of 90 or more calendar days. Subject to the limitations set forth in this Agreement all provisions of this Agreement shall apply to a probationary Employee where same are applicable.

(b) **Permanent Part-Time and Term Employees**

All newly hired permanent Part-Time and Term Employees shall be considered probationary for an equivalent amount of six (6) months following the date of their commencement of employment, except for Lawyers, who shall be considered probationary for an equivalent amount of nine (9) months of actual time worked to a maximum of one (1) year following the date of commencement of employment.

All Employees except for Lawyers who completes less than the equivalent of three (3) months of the probationary period in one Area Office and who moves to another Area Office shall complete the equivalent of a probationary period in the second Area Office, to a maximum of **eight (8)** months from employment date.

A Lawyer who completes less than the equivalent of six (6) months of the probationary period in one Area Office and who moves to another Area Office shall complete the equivalent of a probationary period in the second Area Office, to a maximum of **12** months from date of employment.

An Employee who completes more than the equivalent of three (3) months or six (6) months of the probationary period in one Area Office respectively, and who moves to another Area Office will complete the remainder of their probationary period in the new office.

No Employee shall be required to serve more than one probationary period unless there has been a break in service of 90 or more calendar days. Subject to the limits set forth in this Agreement, all provisions of this Agreement shall apply to a probationary Employee where same is applicable.

- (c) An Employee's probationary period may be extended for up to three (3) months, if agreed to by the Union and the Commission.

14.02 Employees on probation are to be evaluated by the Commission as to their job performance at a mid-period and before the end of the probation period. The evaluation will be reviewed with the Employee, and they shall be requested to sign the evaluation acknowledging that they have received a copy. Probationary Employees may respond in writing to such evaluation and such response shall become part of the record.

ARTICLE 15 – SENIORITY

15.01 Seniority shall be established on the basis of an Employee's service from date of last employment within the bargaining unit with the Commission, except as altered in 15.04 below. An Employee who moves into an out-of-scope position on a temporary basis, shall maintain and accrue seniority, and shall continue to pay Union dues, in accordance with Article 4.02, while performing in a temporary capacity or during the out-of-scope position probationary period.

15.02 The Commission shall maintain a seniority list and in a manner accessible to all Employees in January of each year. This list shall be open for protest for a period of one (1) month from date of posting. The seniority list shall show names in seniority order, date of seniority and occupational classification of each Employee.

15.03 A newly hired Employee shall begin to accumulate seniority as soon as they have completed their probationary period at which time the seniority shall be made retroactive to their last date of hire.

- 15.04 An Employee's seniority and present employment rights shall be considered lost by reason of:
- (1) Dismissal for just cause and is not subsequently reinstated.
 - (2) Voluntary resignation.
 - (3) Failure to report to work on recall from layoff within **two (2) weeks** of being notified in writing by registered mail at their last known address, unless extenuating circumstances do not make it possible.
 - (4) If an Employee is absent for three (3) consecutive working days without notifying the **Direct Manager** with a justifiable reason for their absence unless such notice was not reasonably possible.
 - (5) If an Employee is on layoff for a continuous period of 24 months, or after the expiry of a term appointment, after a continuous period of 12 months.
 - (6) After two (2) years of Long-Term Disability, the Employee shall not continue to accumulate seniority credits.
 - (7) **An Employee who moves into a permanent out-of-scope position shall lose bargaining unit seniority upon successful completion of their out-of-scope probationary period.**
- 15.05 Seniority shall be earned on the basis of a Term Employee's service with the Commission, subject to Article 15. Seniority shall not accumulate between the date of termination and any subsequent rehiring. Summer students shall not accumulate seniority.
- 15.06 A Term Employee may use seniority for the purposes of applying for positions that are posted in accordance with Article 17.01, but shall not use seniority for bumping in accordance with Article 17.04. A permanent Employee who has accepted a term appointment shall revert to their previous permanent position when the term appointment is terminated.
- 15.07 Articling Students shall not earn seniority until such time as they have successfully completed a probationary period as referred to in Article 28.

ARTICLE 16 – JOINT JOB EVALUATION

16.01 Joint Job Evaluation Plan

The parties agree that the Gender Neutral Job Evaluation Plan developed by the Saskatchewan Legal Aid Commission and CUPE 1949 is the Plan agreed to for Pay Equity and Job Evaluation for Employees of the bargaining unit.

16.02 Job Evaluation Maintenance Procedures

The Job Evaluation Maintenance Procedures are contained in a separate booklet. Its provisions may be amended from time to time by mutual agreement of the Commission and the Union.

16.03 Joint Job Evaluation Committee

A Joint Job Evaluation Committee (JJEC) has been established following completion of the Joint Job Evaluation Plan and has equal representation and participation from the parties. The mandate is described in the Job Evaluation Maintenance Procedures.

The JJEC shall uphold the integrity of the classification plan to ensure they are consistent with the factors and comparative descriptions, that full and adequate information was provided, and that all information was fully considered. **Committee members attending on behalf of the Union shall be granted leave with pay to attend such meetings. Where meetings are held in person, expenses related to travel will be covered by the Union for Union JJEC members.**

16.04 Classification of Positions

- (a) Where the Employer establishes a new position that is within an existing classification, the JJEC will classify the new position in accordance with the Job Evaluation Maintenance Procedures and a rate of pay in accordance with the salary scale and provisions of Appendix "A".
- (b) When a new job class is created that is not included in the current Appendix "A", the Union and the Commission will negotiate its inclusion or exclusion, and if included, the hours of work designation. The JJEC will classify the new job class in accordance with the Job Evaluation Maintenance Procedures and a rate of pay.
- (c) Where there have been substantial changes to duties or duties added or deleted from an existing position, the Commission or the permanent incumbent or the Union may request a review of the classification of the position by the JJEC, in accordance with the provisions of the Job Evaluation Maintenance Procedures.

16.05 Temporary Salary Supplement

The Commission, in consultation with the Union, may implement a temporary salary supplement in order to address documented recruitment/retention issues, or for other special circumstances.

In assessing the need for a temporary salary supplement, the integrity of the Joint Job Evaluation Plan and Collective Agreement shall be maintained.

When temporary salary supplement ranges are identified, the following shall apply:

- There will be an annual review at the first Labour Management **Relations** Committee meeting in each fiscal year.
- They will be applied on a job classification basis and band levels within the job classification basis may receive varying levels of supplements.
- When the Commission deems it necessary to increase or decrease the amount of a supplemented salary range, the Commission will consult with the Union prior to implementing the change.
- When temporary salary supplemented ranges are implemented or increased, current Employees affected will receive an increase to their salary rate equivalent to the percentage of increase to the temporary salary supplement.
- When a temporary salary supplement is reduced or terminated, the Employees affected shall be treated in accordance with the downward reclassification provisions (Article 18.04).

16.06 Temporary Assignment of Higher Duties

An Employee who is assigned by the **Direct Manager** to perform duties of a position in a higher-class band level, shall be paid a premium of 8% in addition to the hourly rate of their permanent position for the assigned period subject to the maximum of the range of the higher classification.

An Employee must be assigned to such assignment a minimum of one (1) full day to be entitled to the premium specified above.

ARTICLE 17 – HIRING, PROMOTION, DEMOTION, TRANSFER, LAYOFF & RECALL

17.01 General – Permanent and Term Appointments

(a) Posting

When vacancies and new positions occur or are created within the scope of this Agreement, a **notice shall be posted in a manner accessible to all Employees** for a period of two weeks which shall outline the classification band level and rate of pay, and the job requirements. Such job requirements shall not be decided by the Commission in a discriminatory manner and shall be subject to the grievance procedure. Such notice shall be posted in places readily accessible to all Employees within the bargaining unit and a copy of the postings shall within one (1) working day of such posting be sent to each Area Office and the Saskatchewan Legal Aid Commission Head Office, for the purpose of posting. A copy of the posting will also be forwarded to the Secretary of the Union within one (1) work day of posting. In the event that an Employee is on layoff at the time of a vacancy, the Commission shall notify the Employee of any applicable vacancies.

(b) Notification

Within seven (7) calendar days of the date of appointment to a vacant or new position, the name of the successful applicant shall be sent to each applicant and a copy posted in a **manner accessible to all Employees**. The Union shall be notified of all appointments, hiring, layoffs, transfers, recalls and termination of employment.

(c) Challenge

The filling of a vacant or new position by the Commission may be grieved by an unsuccessful applicant or the Union.

(d) Qualification Defined

Qualifications as used in this Article shall be defined as ability, skills and job performance.

(e) Qualification Unchanged

The Commission by choosing an applicant whose qualifications do not meet the job requirements shall in no way reduce the established job requirements or qualifications for the job.

(f) Lateral Bids

Permanent and Term Employees shall be eligible to use their seniority to accept a lateral bid within a classification band level into another term or permanent appointment **after they have successfully completed their probationary period and have been in their current position for a period of 18 months**, unless otherwise mutually agreed to between the Commission and the Union.

Employees who wish to seek to waive the above section may contact their Direct Manager at the time of application to request a waiver, by mutual agreement between the Employer and the Union.

17.02 Movement Within the Bargaining Unit

(a) Appointments

(i) In the filling of a vacant or new position the Commission shall appoint the most senior applicant whose qualifications meet the job requirements.

(ii) If no Employee whose permanent position currently is that of a Legal Assistant applies for a vacant or new Legal Assistant position, the Commission shall appoint the most senior permanent applicant from the Administrative Assistant classification whose qualifications meet the job requirements, provided the applicant has a minimum of three (3) years' experience in an Area Office. If the Commission appoints such an Employee, the trial period shall be six (6) months.

- (iii) If there is no qualified applicant from within the bargaining unit and the vacancy or new position has not been filled according to 17.02 (a) (i) & (ii), then the Commission may appoint an applicant from outside the provincial bargaining unit.

(b) **Trial Periods**

- (i) An Employee who is promoted to the classification of Administrative Assistant or Legal Assistant shall be subject to a trial period of three (3) months.
- (ii) An Employee hired to fill a vacant or new position located in another Area Office shall be required to serve a trial period as follows:
 - (a) Three (3) months for the classification of Administrative Assistant or Legal Assistant;
 - (b) Six (6) months for the classification of Lawyer.

Any leave, or combination of leaves, exceeding 10 working days in total during the trial period, shall not be included in the calculation of the length of the trial period.

- (iii) At the request of the Employee, Union or the Commission, the trial period may be extended once only by agreement between the Union and the Commission. The extension shall not exceed the length of the original trial period.

(c) **Reversion During Trial Period**

If an Employee fails to qualify at any time during the period referred to in 17.02 (b) above, or if an Employee desires within such period to return to their former position, then in either such case the Employee shall be returned to their former position and if any Employees are affected because of the rearrangement of positions, such Employees shall also be returned to their former position, provided that in the case of where an Employee has been newly hired to fill a vacancy and such vacancy is refilled as above provided, then in such case the employment of the newly hired Employee may be terminated.

The resulting vacancy may be filled from the list of candidates established from the previous competition in accordance with 17.02 (a). The list of candidates will remain active for a period of 60 calendar days from the start date in the position.

Should the Employee be on an extended leave of 60 calendar days or longer, the list will remain active for 60 calendar days from the conclusion of the competition.

17.03 (a) **Term Appointment**

An Employee hired on a term basis shall be terminated at the end of the period indicated at the time of appointment, subject to Article 15.04 (5). Term appointments will not exceed two years unless by mutual agreement between the Commission and the Union.

All provisions of the Article which pertain to the filling of a vacant position shall not apply to the filling of a vacant position temporarily caused by illness, vacation, or leaves of absence of the Employee normally filling that position. The Commission may fill such temporarily vacant positions without any reference to seniority, provided however, that if the temporary vacancy is anticipated to or does exceed 120 working days in duration then it shall be deemed to be no longer temporary and shall be immediately posted in accordance with 17.01 (a) as a term appointment.

A permanent Employee who accepts a term appointment shall be paid at the appropriate rate of pay for the classification of which they have been appointed, but in no case shall such Employee be paid less than their previous rate of pay or receive a reduction of benefits.

A permanent Employee who accepts a term appointment shall, upon the return to work by the Employee normally filling the position, be returned to their previous position.

(b) Temporary Secondment

Acceptance of a temporary secondment shall be by agreement between the Employee and the Commission and shall not exceed six (6) months in duration. The seconded Employee continues to be an Employee of the originating Legal Aid Area Office. Temporary secondments will not be subject to the other provisions of Article 17. Expenses shall be paid in accordance with Article 33.02.

17.04 Layoff and Recall

- (a) In the event of a layoff within a classification band level the most junior Employee within the classification band level in the Legal Aid Area Office shall be laid off.
- (b) The Commission will inform the Union as far as possible in advance of such layoff. Written notice as per *The Saskatchewan Employment Act* or 30 days' notice, whichever is the greater, shall be given to any Employee who is laid off.
- (c) An Employee who has been bumped shall not be considered to have been laid off for the purpose of 30 days' notice requirement. An Employee who is bumped shall receive notice as per *The Saskatchewan Employment Act* or 15 days, whichever is greater.
- (d) The Employee designated in (a) shall either have the right to displace the most junior Employee in any classification band level in their Legal Aid Area Office if such Employee has the qualifications to meet the requirements of the job of the Employee being displaced, or they may displace the most junior Employee within their respective classification band level within the provincial bargaining unit.
- (e) In the event that the most junior Employee is not employed on a full-time basis, the Employee may displace the most junior full-time Employee. If the Employee does not displace, they shall accept the layoff.
- (f) Within seven (7) days of being given notice that they are to be laid off, or that they are being bumped by another Employee, the Employee shall advise the Commission in writing that they wish to exercise bumping rights under this clause.
- (g) **Recall**
Employees being recalled to work in a classification band level after layoff shall be recalled in reverse order of layoff, subject to Article 15.04 (5).
- (h) **Severance Pay**
An Employee who has been laid off after one (1) year of continuous service, and who elects to resign or who is not re-employed with the Commission after 24 months of layoff shall be entitled to severance pay on the basis of one-half (1/2) of a month's pay for each year of continuous service or portion thereof. Service shall not include time spent on the layoff list. Pay will be calculated on the basis of the Employee's rate of pay at the time of layoff.

For Employees hired on or after September 29, 2016, who are subject to layoff, severance shall be calculated as follows:

An Employee who has been laid off after one (1) year of continuous service but less than 20 years of continuous service and who elects to resign, retire or who is not re-employed with the Commission after 24 months of layoff, shall be entitled to severance pay on the basis of one (1) week of pay for each year of continuous service or portion thereof. Commencing the 20th year of continuous service, severance pay shall be calculated on the basis of two (2) weeks of pay for each year of continuous service or portion thereof to a combined maximum of 52 weeks of pay.

Service for the purpose of this provision shall include continuous service with the Commission. It shall not include time spent on the layoff list.

Pay shall be calculated on the basis of the Employee's rate of pay at the time of layoff.

For Permanent Part-Time Employees, severance will be based on percentage of time the Employee worked over the last calendar year prior to layoff.

ARTICLE 18 – PAY ADMINISTRATION

18.01 Initial Hiring

Hiring rates of pay for new Employees, other than Lawyers, shall normally be at the minimum of the salary range, however the Commission may approve a higher rate where the selected applicant possesses education and/or experience that exceed the minimum required for the classification.

Newly hired Lawyers will commence at the step of the band level that equals their full number of years (to a maximum of 16 years effective **April 25, 2024** of related legal practice, as at the date of hire, in which they used professional legal training including, but not limited to, practice in a Canadian law firm, Crown Counsel work, related counsel work with a government, government agency, non-profit organization or a corporation.

18.02 Movement through the Salary Pay Range

Once placed in the salary band level, an Employee will receive an increment in accordance with Appendix "A" on the anniversary date of employment. The anniversary date will be adjusted for any leaves of absences or part-time employment, in accordance with the Collective Agreement.

18.03 Promotion or Reclassification Upwards

On promotion or reclassification upwards, an Employee will receive a salary increase of 8% applied to the hourly rate, subject to the minimum and maximum of the higher range. If the increase amounts to 10% or less, the Employee's increment date does not change. If the increase is greater than 10%, or when the Employee promotes from the maximum rate of their previous range, a new increment date will be established. If the salary increase is due to a reclassification upwards, the effective date is retroactive to the first of the month immediately following the day in which the request was received by the JJEC.

18.04 Demotion or Reclassification Downwards

When an Employee demotes from a position in which they hold permanent status, their increment date does not change. Their rate of pay is adjusted as follows:

- (1) When the hourly rate prior to demotion is above the maximum established for the classification band level into which **they are** taking a demotion, it will be reduced to the maximum;
- (2) When the hourly rate prior to demotion is within the range established for the classification band level into which **they are** taking a demotion, it will remain the same.

If a position is reclassified downwards, the permanent incumbent in the position whose salary rate exceeds the maximum of the lower salary range, shall retain the salary range in effect prior to the downward reclassification of the position. The Employee will receive no economic adjustment until such time as the maximum salary range for the lower classification band level overtakes the maximum salary range retained under this section.

If a position is reclassified downwards, the permanent incumbent in the position whose salary rate equals or is less than the maximum of the lower salary range, shall retain their current salary rate and be entitled to increments and economic adjustments, subject to the maximum of the lower range.

In accordance with Article 16.03 Joint Evaluation Committee the parties agree to enter into negotiations, including phased in red circling, in the event of a classification or system wide joint job evaluation.

ARTICLE 19 – HOURS OF WORK AND OVERTIME

- 19.01 The regular hours of work for Receptionists and Administrative Assistants **with 26 EDOs shall be seven (7) hours and 47 minutes per day. The regular hours of work for Receptionists and Administrative Assistants with 12 SDOs shall be eight (8) hours**, and shall fall between the hours of 8:00 am and 5:00 pm, Monday to Friday inclusive, except that the days of work shall be reduced by one (1) day in each two (2) week period **(26 EDOs) or by one (1) day each month (12 SDOs)**.
- 19.02 Hours of work for Legal Assistants shall be deemed to be unregulated and such Employees shall be considered as being on a five-day week for the calculation of pay, sick leave, vacation leave, or any other benefits based on a five-day week. Such Employees shall be entitled to overtime rates of pay or time in lieu, at a rate of time and one-half (1-½), for all authorized hours worked in excess of 160 hours in a four-week period. Time in lieu of overtime shall be taken at a time approved by the **Direct Manager**.
- 19.03 Hours of work for Lawyers and Articling Students shall be deemed to be unregulated and such Employees shall be considered as being on a five-day week for the calculation of pay, sick leave, vacation leave, or any other benefit based on a five-day week. Such Employees shall not be entitled to overtime rates of pay.
- 19.04 Notwithstanding that an Employee's hours of work are unregulated the **Direct Manager** may set reasonable hours of work for any such Employee.
- 19.05 Overtime rate of pay shall be one and one-half (1-½) times the regular hourly rate of pay of an Employee.
- 19.06 Time spent at a conference, convention, workshop, or seminar, for which an Employee is receiving their regular pay, shall be considered for overtime rate of pay.

ARTICLE 20 – HOLIDAYS

20.01 All Employees shall have the following holidays off with pay at the regular rates of pay:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Floating Holiday
Saskatchewan Day	

The floating holiday is to be taken at the same time as the Government of Saskatchewan's floating holiday.

And, any other holiday proclaimed by the Federal, Provincial or Civic Governments and all special holidays declared by the Commission.

20.02 When any of the above holidays fall on a Saturday and is not proclaimed as being observed on some other day, the day designated by the Government of Saskatchewan shall be deemed to be the holiday for the purposes of this Agreement.

20.03 When any of the above holidays fall on a Sunday and is not proclaimed as being observed on some other day, the following Monday, or Tuesday where the preceding clause already applies to Monday, shall be deemed to be the holiday for the purpose of this Agreement.

20.04 An Employee who is not scheduled to work on the above holidays shall receive holiday pay equal to an additional day's pay. An Employee who is scheduled to work shall be paid at the rate of one and one-half (1-½) time plus another day off with pay in lieu of holiday pay, at a time designated by the Employee.

20.05 Should a holiday fall at any time during an Employee's annual vacation period such Employee shall be provided an additional day off with pay immediately following their vacation period, or at some other time mutually agreeable between the Commission and the Employee.

20.06 Religious/Cultural Observance Leave

Employees may elect to have Good Friday, Easter Monday and/or Christmas Day to be provided as days off with pay, at the regular rates of pay, on any different day for religious/cultural observance purposes. Such days shall not exceed three (3) days in total in any calendar year. Requests to exchange Good Friday, Easter Monday and/or Christmas Day for religious or cultural observances shall be submitted by March 1 of each year. Employees who choose to exchange their observance days shall be paid at the regular rate of pay when working Good Friday, Easter Monday, or Christmas Day.

ARTICLE 21 – VACATIONS

21.01 Every Employee after one (1) years' service shall be granted three (3) weeks holiday with pay, four (4) weeks after seven (7) years, five (5) weeks after 15 years and six (6) weeks after 22 years of continuous service each and every year thereafter.

21.02 (a) **Direct Managers** shall establish vacation schedules. Employees must submit their vacation requests by email by 11:59 pm, March 1. If there is a scheduling conflict the **Direct Manager** will attempt to resolve the conflict informally. If not resolved; seniority will be the determining factor subject to 21.02 (a) (i). The **Direct Manager** shall post the vacation schedule in a central location by 11:59 pm, April 1. Once established, schedules shall not be changed unless mutually agreed to by the Employee and the **Direct Manager**.

If vacations are requested during the months of July and August, they shall be granted subject to operational requirements, based on the following order of preference:

(i) First on the basis of seniority among Area Office Employees for up to three (3) weeks of vacation; and then

(ii) Additional vacation on the basis of seniority among those Employees having children who attended school (Pre-Kindergarten to Grade 12) during the preceding spring and next on the basis of seniority among those who did not have children attending school in the preceding spring.

(b) If an Employee does not submit a vacation request by March 1 or wants to change their approved vacation schedule, the new schedule cannot displace the approved schedules of other Employees, is subject to operational requirements, and must be approved by the **Direct Manager**.

(d) If an Employee voluntarily moves to another office, they must submit a new vacation request. Their new vacation schedule cannot displace the approved schedules of other Employees in their new office, is subject to operational requirements, and must be approved by the **Direct Manager**.

(e) Where an Employee does not have an approved vacation schedule using their full vacation entitlement prior to October 31 of each year, subject to Article 21.05, the **Direct Manager** may direct the Employee to take the vacation days, with not less than four (4) weeks written notice of the commencement of the vacation period.

21.03 Subject to Article 21.02 above, an Employee shall be entitled to receive their vacation in an unbroken period, unless otherwise mutually agreed upon between the Employee and the **Direct Manager**.

21.04 (a) An Employee terminating their employment for reasons other than retirement, at any time during the fiscal 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 terminating their employment, who has taken more vacation leave than is due to them, shall have the overpayment deducted from their final salary cheque.

(c) On retirement an Employee shall be entitled to the same vacation or vacation pay which would have been earned if the Employee had continued to be employed to the end of the vacation year.

- 21.05 (a) An Employee shall be entitled to carry over a maximum of one (1) week of vacation credits into their next vacation year. The vacation year shall be April 1 to March 31.
- (b) The Employer may approve requests to carry over vacation days in excess of five (5) days, up to an additional five (5) days, for a total of 10 days, where:
- An Employee has a clear intention to undertake a major trip, to celebrate a major event, or where the Employee demonstrates a clear need, such as when a trial goes longer than expected;
 - The Employee has had a personal crisis, unrelated to work, so that the Employee has been unable to take the full vacation entitlement in the current vacation year.
- (c) In extenuating circumstances, where the number of unused vacation days will exceed the approved carryover in accordance with 21.05 (b) at the end of the vacation year, the Employer shall designate the vacation days or approve the payout of the number of days in excess of 10 days or may approve a combination of these two options. No Employee shall forfeit any earned vacation days.
- 21.06 An Employee, beginning employment on a day other than April 1, shall receive vacation leave in the initial vacation year based on one and one quarter (1-¼) days for each completed month of service.
- 21.07 An Employee whose vacation leave is interrupted by serious illness or injury resulting in hospitalization for a minimum of five (5) consecutive calendar days shall, upon request, have such a period charged against available sick leave credits. The Employee will be required to provide a medical certificate attesting to the illness or injury and to the need for hospitalization.
- 21.08 Where an Employee has scheduled a period as an annual vacation at a time agreed to by the Employer and the Employer does not permit the Employee to take the annual vacation as scheduled, the Employer shall reimburse the Employee for any monetary loss suffered by the Employee and family as a result of the cancellation or postponement of the annual vacation. Monetary loss means the amount of any non-refundable deposit, penalty or other pre-paid expense that is directly related to an Employee's cancelled vacation and that the Employee can verify as having been paid.
- 21.09 Special Vacation, Northern Area Office**
- (a) Employees who have completed one (1) full year of service in the Northern Area Office will be rewarded with one (1) weeks' vacation in addition to their regular vacation entitlement beginning in year two (2) of their continuous employment in the Northern Area Office.
- (b) Employees must be working in the Northern Area Office on March 31 of each year to be eligible for this special vacation.
- (c) Subject to 21.09 d), this vacation will be awarded to Employees at the beginning of the next fiscal year and prorated based on the number of pay periods worked in the previous fiscal year.
- (d) For new Employees with less than one (1) year in the Northern Area Office on April 1, this vacation will be awarded on their first anniversary in the Northern Area Office and prorated based on the number of pay periods worked in the previous fiscal year.
- (e) This vacation must be used in the year it is awarded and cannot be carried over pursuant to 21.05.

ARTICLE 22 – LEAVE OF ABSENCE WITHOUT PAY

22.01 Personal Leave

An Employee may, for valid reason, be granted a definite leave of absence without pay by the **Direct Manager** for a period not to exceed one (1) month, and by the Chief Executive Officer of the Commission for a period in excess of one (1) month but not exceeding one (1) year.

22.02 Union Leave

A member of the Union in an Area Office appointed as a delegate to attend a convention or business meeting in connection with Union affairs shall, on reasonable notice, be granted leave of absence without pay to attend such meeting, provided that no more than one Employee in an Area Office shall be granted the above leave at any one time without consent of the **Direct Manager** in writing prior to such leave being taken.

An Employee shall receive the pay and benefits provided for in this Agreement when on unpaid leave of absence for Union work or conventions. However, the Union shall reimburse the Commission for all pay and benefits during the period of absence.

22.03 Extended Leave of Absence for Union Business

An extended leave of absence, without pay, shall be granted to any member of **CUPE 1949** who has been designated by the Union for the conducting of full-time Union business on behalf of **CUPE 1949** or on behalf of CUPE, provided that no more than one Employee in an Area Office shall be granted the above leave at any one time without the consent of the **Direct Manager** in writing prior to such leave being taken.

Said leave shall be for not less than one month, nor more than one year unless extended by mutual agreement by the parties.

22.04 Medical Leave of Absence

An Employee, after having exhausted their sick leave credits or who is receiving benefits under the Long-Term Disability Plan shall be granted a medical leave of absence without pay, on the following conditions:

- (a) The leave is for personal illness or injury and the Employee is actually physically unable to report for or to do their regular work.
- (b) An Employee shall, prior to returning to work after a medical leave of absence, supply the Commission with a certificate from a qualified medical practitioner to the effect that the Employee has the required health qualifications to return to their former job.

22.05 Reinstatement

Should the Employee return to work following a leave of absence without pay, the Commission will reinstate the Employee in their former job. However, if the job has been abolished, or its contents substantially changed, the Employee may displace a junior Employee, provided that they are qualified to perform the work of such junior Employee.

22.06 While on leave of absence without pay, Employees shall be entitled to earn during a consecutive absence:

- (i) One (1) month or less – all benefits except holidays referred to in Article 20.
- (ii) More than one (1) month, but not more than three (3) months – service credits towards vacation entitlements in accordance with Article 21.01, sick leave credits, seniority and increment benefits only.

- (iii) More than three (3) months service credits towards vacation entitlements in accordance with Article 21.01; seniority except as provided for in Article 15.04 (6) and service credits for increments for those on approved leaves under Articles 22.04, 23, 24 and 26.

22.07 If a vacancy occurs in a term position created as a result of a permanent Employee taking a leave of absence, the permanent Employee may return early from leave and fill the position provided they provide 30 days written notice to the Commission of their wish to return to their position. The Employee may not return unless the Commission has decided to fill the vacancy for the remainder of the leave period.

ARTICLE 23 - SICK LEAVE AND LEAVE OF ABSENCE WITH PAY

23.01 An Employee shall be entitled each fiscal year to 15 paid sick leave days. An Employee, beginning employment on a day other than April 1, shall earn sick leave days in the current fiscal year based on one and one quarter (1-¼) days for each completed month of service. Any sick leave days not used by an Employee in a fiscal year shall be accumulated from year to year.

23.02 Personal Sick Leave

- (a) An Employee who is absent from work due to illness or injury shall be entitled to use up to the accumulated total of their sick leave days to cover the days they are absent due to illness or injury. Should the Employee become eligible for Long-Term Disability (LTD) Plan benefits, they may only use their sick leave days to a maximum of 15 weeks. The Commission may require that the Employee provide a medical practitioner's certificate certifying that the Employee was unable by reason of illness or injury to perform their duties during the period for which they were absent. If the Employee is unable to supply a certificate within a reasonable period of time, the Employee shall not be entitled to use any sick leave days for the days absent. The Commission shall pay the cost of the medical certificate. The Commission shall not abuse its right to request medical certificates.
- (b) An Employee shall be entitled to use their sick leave days for the purpose of having dental work done or having medical treatment or medical examinations undertaken for themselves.
- (c) The Employer may allow an Employee to draw on their future sick leave credits to a maximum of 15 days. If the Employee terminates employment or retires, any overdrawn amount owing will be recovered.

Where an Employee is overdrawn on sick leave, up to one-half (1/2) of the current year's entitlement shall be applied against the overdrawn amount and any sick leave credits available at the end of the fiscal year shall be applied to the overdrawn balance.

- (d) While the Employee is in receipt of monies from Workers' Compensation or the Disability Plan, that Employee will not receive benefits under 23.02 (a) and (c) above, nor will there be any reduction of sick leave days.
- (e) An Employee leaving employment that has overdrawn their sick leave shall have deducted from any monies owing them by the Employer an amount calculated on the basis of the number of days sick leave overdrawn at the rate of salary on separation.

23.03 If an Employee (or a member of an Employee's immediate family) is required to travel to another centre for medical, dental or optical attention which does not exist in their employment location or is not readily accessible in their employment location, then such Employee shall be allowed up to one (1) day per fiscal year (up to two days per fiscal year for Employees in the Northern Area Office [La Ronge]) of traveling time without loss of pay and such time shall not be deducted from sick leave days.

23.04 Pressing Necessity Leave

- (a) An Employee shall be entitled to a maximum of five (5) paid days of absence **deducted** from **their** sick leave days, in addition to **their** maternity leave, on the birth of **their** child. These days will be paid with the first pay period following the return of the Employee.
- (b) An Employee shall be entitled to a maximum of five (5) paid days of absence **deducted** from **their** sick leave days for paternity leave on the birth of **their** child.
- (c) An Employee shall be entitled to a maximum of five (5) paid days of absence **deducted** from their sick leave days for adoption leave on the adoption of their child.

23.05 Family Leave

In the case of illness of any immediate member of an Employee's family, an Employee shall be entitled to use up to a maximum of eight (8) days a year from their sick leave days.

23.06 When a death occurs to a member of Employee's immediate family, an Employee shall be entitled to use up to a maximum of six (6) days from their sick leave days, in order to attend to the bereavement.

23.07 When an Employee acts as a pall bearer or attends the funeral of a friend or co-worker, they shall be entitled to use up to one (1) day from their sick leave days in order to attend to their duties as a pall bearer, or attend to the bereavement.

23.08 Definition of Immediate Family

Immediate family for the purpose of this Article shall be defined as including an Employee's spouse (including common-law spouse), parents, children, including adopted children and foster children, step-children, brothers and sisters, grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchildren, or a person with whom there is a similar relationship.

23.09 An Employee in a case of pressing necessity may request the **Direct Manager** to grant to the Employee days off with pay, which would be deducted from the Employee's sick leave days. A request may be rejected or may be granted to an extent considered fair and reasonable to the **Direct Manager** on the basis of the particular situation encountered.

23.10 Workers' Compensation

- (a) On leave of absence with pay and when an Employee is receiving Workers' Compensation benefits and is absent from work, they shall be entitled to earn the same benefits as outlined in Section 22.06 of Article 22, Leave of Absence Without Pay.
- (b) If an Employee's absence is a result of a compensable accident or illness covered under the Workers' Compensation Board, the Commission shall supplement this compensation by an amount sufficient, which in combination with the above-mentioned payments, shall provide the Employee with equal take home pay as if such Employee continued to work. Said supplement shall be sufficient in addition to the above to provide for deductions for Union dues and benefits based on normal gross pay and legislated benefits and taxes based on the supplement only, up to a maximum of 18 months.

23.11 An Employee, who returns to work following a leave of absence with pay, or after being on compensation and such period of absence on compensation has been for more than six (6) working days, shall be reinstated in their former job, provided that the Employee is still qualified to perform the work.

23.12 Sick Leave and Employee's Status Under Third Party Liability

If an Employee is in an accident entitling them to full damages from a third party for loss of salary, that Employee will not receive benefits under 23.02 (a), nor will there be any reduction of sick leave days. Where damage entitlements are partial, the Employee will receive benefits under 23.02 (a) *pro rata* with an equivalent reduction of sick leave days. The Employer may make advances to the Employee pending settlement of the claim against a third party from sick leave. Such advances will be repaid to the Employer when the Employee is in receipt of monies from the third party. The Employee will be entitled to earn the same benefits as outlined in Article 22.06. The Employee will be considered to be on a medical leave of absence without pay.

ARTICLE 24 – COMPASSIONATE CARE LEAVE

24.01 Compassionate Care Leave

- (a) In this clause, "Employee's family member" means a member of a class of persons prescribed pursuant to the regulations made pursuant to the *Saskatchewan Employment Act*.
- (b) An Employee who has completed 13 weeks of employment within the previous 52 weeks of employment shall be granted an unpaid leave of absence of up to 28 weeks to care for a family member who is seriously ill and who has a significant risk of death within 26 weeks from the date the leave commences.
- (c) In a period of 52 weeks, an Employee is not entitled to take more than one compassionate care leave pursuant to subsection (b).
- (d) An Employee's compassionate care leave pursuant to subsection (b) ends:
 - (i) If the Employee is no longer providing care or support to the family member;
 - (ii) On the termination of the 28-week period mentioned in subsection (b); or
 - (iii) On the death of the Employee's family member.
- (e) If an employment leave involves a medical issue and the Employer so requires, the Employee shall provide written evidence in the form of a certificate from a duly qualified medical practitioner as to the reason for the leave.
- (f) During the leave, the Employee shall continue to accumulate all benefits and seniority in accordance with **Article 22.06**. Any contributions made to the Pension and Benefits Plan shall be in accordance with the existing policy for definite leaves of absence without pay.

24.02 Compassionate Care Family Leave Sub Plan

- (a) Family member for the purpose of this clause shall be defined to include a legal or common law spouse, a child of the Employee or the Employee's spouse, and a parent or a spouse of a parent.
- (b) An Employee on approved Compassionate Care Leave (24.01) for a family member listed in 24.02 (a) is eligible for this benefit for a maximum of eight (8) weeks if their application is approved for Employment Insurance (EI) benefits pursuant to the *Saskatchewan Employment Act*.

- (c) The Employee shall receive a Compassionate Care Family Leave Sub Plan program payment equal to 95% of the Employee's regular salary for the EI waiting period.
- (d) The Employee shall receive a Compassionate Care Family Leave Sub Plan program payment equal to the difference of 95% of the Employee's regular salary and the gross Employment Insurance benefit for the remaining weeks. If an Employee's Employment Insurance benefit is reduced or increased due to other income, the Compassionate Care Family Leave Sub Plan benefit shall be calculated as if the Employee was receiving Employment Insurance benefits solely based on Legal Aid earnings.
- (e) Employees are not required to take leave consecutively.
- (f) An Employee who works less than full-time shall receive this benefit on a prorated basis.

ARTICLE 25 – BENEFIT PACKAGE

25.01 It shall be compulsory for all eligible Employees to participate in the Benefit Package attached in Appendix "C" except for those who chose not to participate upon implementation of the Benefit Package.

After six (6) months of continuous employment, a Term Employee will be eligible for all benefits, except Pension and Long-Term Disability, as a "single" Employee only, for the duration of their term. A Term Employee will not have to requalify for benefits if they are recalled or appointed to a subsequent position prior to a break in service as defined by the benefit plans.

ARTICLE 26 – MATERNITY, PARENTAL, AND ADOPTION LEAVES

To align with the Government of Saskatchewan's provisions concerning pension matching while on an approved maternity, adoption or parental leave, the Employer shall match pension contributions upon an Employee's return from such leave (not to exceed 24 months) to a maximum of the current pension allowance of 6.35%.

The parties also agree that Employees shall maintain access to the Extended Health and Dental Benefits Plan (the "Plan") while on maternity, adoption or and/or parental leave, for the entire duration of the leave, (not to exceed 24 months), if the current Plan allows for the maintenance of benefits while Employees are on such leave.

26.01 Maternity Leave

- (a) An Employee who has completed 13 weeks of employment within the previous 52 weeks and who submits an application in writing to the Chief Executive Officer of the Commission for leave under this section at least four (4) weeks before the date specified by them in the application as the day on which they intend to commence such leave is entitled to and shall be granted maternity leave without pay, subject to Article 23.04, for a period of up to 19 weeks.
- (b) The Commission shall not dismiss or layoff an Employee solely because they are pregnant or has applied for leave in accordance with this section.
- (c) While on leave of absence without pay, Employee shall retain vacation, seniority, sick leave and increments earned before the date of commencement of maternity leave.

- (d) Subject to Article 26.02 an Employee returning from maternity leave shall have the right to return to the position they held prior to maternity leave and shall accumulate benefits in accordance with Article 22.06.
- (e) An Employee on maternity leave who wishes to change their return date to an earlier date shall give the Employer a minimum of four (4) weeks' notice. If the Employee wishes to change the return date to a later date, the Employee shall give the Employer a minimum of four (4) weeks' notice, wherever possible.

26.02 Maternity Leave Sub Plan

- (a) All Employees, except Term Employees, shall be eligible for this benefit to a maximum of 17 weeks provided they have at least six (6) months service and are on maternity leave in the course of employment and are eligible for Employment Insurance benefits pursuant to the *Saskatchewan Employment Act*.
- (b) The Employee shall receive a Maternity Leave Sub Plan program payment equal to 95% of the Employee's regular salary for the EI waiting period.
- (c) The Employee shall receive a Maternity Leave Sub Plan program payment equal to the difference of 95% of the Employee's regular salary and the gross Employment Insurance benefit for the remaining weeks. If an Employee's Employment Insurance benefit is reduced or increased due to other income, the Maternity Leave Sub Plan benefit shall be calculated as if the Employee was receiving Employment Insurance benefits solely based on Legal Aid earnings.
- (d) Employees receiving the maternity leave top up will be required to sign a promissory note for a return to service commitment for the same number of weeks that the top up was received.
- (e) Employees who are in receipt of this benefit are not eligible for Article 23.04 (a) or (b).
- (f) Term Employees shall be eligible to receive retroactive maternity leave top up to a maximum of 17 weeks should they return to work immediately after the expiration of their maternity leave. Benefits will be paid for each week worked equivalent to the number of weeks they were in receipt of Employment Insurance maternity benefits to a maximum of the 17 weeks.
- (g) During the leave, the Employee shall continue to accumulate all benefits and seniority in accordance with Article 22.06. Pension and benefits will be paid in accordance with the existing policy for definite leaves of absence without pay.
- (h) Any Employee who works less than full-time shall receive this benefit on a prorated basis in accordance with the policy on Maternity Leave Sub Plan benefits.
- (i) Should a Term Employee not qualify for this benefit, they shall be entitled to receive the benefits under Article 23.04 (a) and shall not be eligible for 23.04 (b).

26.03 Position Deleted While on Leave

If the position of an Employee who has taken leave in accordance with Articles 26.01 (a), 26.02 (b) or 26.02 (c) is deleted while the Employee is on leave, they shall be entitled to exercise their rights under Article 17.04 as if they had been occupying the position on its deletion. These rights shall take effect at the end of the leave of absence.

26.04 Adoption Leave

- (a) An Employee who has completed 13 weeks of employment within the previous 52 weeks, and who submits a written application to the Chief Executive Officer of the Commission for leave under this section at least four (4) weeks before the date of the adoption or the same amount of notice that is given to the Employee shall be entitled to an adoption leave of absence without pay, subject to Article 23.04 of up to 19 weeks on the adoption of a child.
- (b) An Employee on adoption leave who wishes to change their return date to an earlier date shall give the Employer a minimum of one (1) months' notice. If the Employee wishes to change the return date to a later date, the Employee shall give the Employer a minimum of four weeks' notice, wherever possible.

26.05 Adoption Leave Sub Plan

- (a) Employees, except Term Employees, shall be eligible for this benefit to a maximum of 17 weeks provided they have at least six (6) months service and are on adoption leave in the course of employment if their application is approved for Employment Insurance benefits pursuant to the *Saskatchewan Employment Act*.
- (b) The Employee shall receive an Adoption Leave Sub Plan program payment equal to 95% of the Employee's regular salary for the EI waiting period.
- (c) The Employee shall receive an Adoption Leave Sub Plan program payment equal to the difference of 95% of the Employee's regular salary and the gross Employment Insurance benefit for the remaining weeks. For the purpose of this Article, the gross Employment Insurance benefit shall be calculated as if the Employee took Employment Insurance standard parental benefits. If an Employee's Employment Insurance benefit is reduced or increased due to other income, the Adoption Leave Sub Plan benefit shall be calculated as if the Employee was receiving Employment Insurance benefits solely based on Legal Aid earnings.
- (d) Employees receiving the adoption leave top up will be required to sign a promissory note for a return to service commitment for the same number of weeks that the top up was received.
- (e) Employees who are in receipt of this benefit are not eligible for Article 23.04 (c) or (b).
- (f) Term Employees shall be eligible to receive retroactive adoption leave top up to a maximum of 17 weeks should they return to work immediately after the expiration of their adoption leave. Benefits will be paid for each week worked equivalent to the number of weeks they were in receipt of Employment Insurance adoption benefits to a maximum of the 17 weeks.
- (g) During the leave, the Employee shall continue to accumulate all benefits and seniority in accordance with Article 22.06. Pension and benefits will be paid in accordance with the existing policy for definite leaves of absence without pay.
- (h) Any Employee who works less than full-time shall receive this benefit on a prorated basis in accordance with the policy on Adoption Leave Sub Plan benefits.
- (i) Should a Term Employee not qualify for this benefit, the Employee shall be entitled to receive the benefits under Article 23.04 (c) and shall not be eligible for 23.04 (b).

26.06 Parental Leave

- (a) An Employee who is the parent of a newborn child or a newly adopted child and who has completed 13 weeks of employment within the previous 52 weeks, and who submits an application in writing to the Chief Executive Officer of the Commission for leave under this section at least four (4) weeks before the date specified in the application as the day on which the leave is to commence, is entitled to and shall be granted parental leave without pay of a period up to 59 weeks if the Employee has taken maternity or adoption leave or 71 weeks for **Employees who have not taken maternity nor adoption leave.**
- (b) Employee shall take parental leave consecutive to maternity leave or adoption leave.
- (c) During this leave the Employee shall have all rights and accumulate all benefits in accordance with Article 22.06, and shall return to their position held prior to the leave.
- (d) The total leave of absence in combination with maternity or adoption leave shall not exceed 78 weeks.

26.07 Extension of Leave

An Employee who completes a maximum of 78 weeks combined maternity/ parental leave, or adoption leave, upon a minimum of three months written notice, shall be granted a further personal leave without pay under Article 22.01 for up to 26 weeks and in accordance with Article 22.06. This leave request shall be continuous with the combined maternity/parental, or adoption leave.

ARTICLE 27 – JURY LEAVE AND WITNESS LEAVE

- 27.01 An Employee who is required to perform jury duty on a day on which they would normally have worked, shall continue to receive full pay. Remuneration received for performing jury duty is to be forwarded to the Commission.
- 27.02 An Employee who is subpoenaed, to appear as a witness in any court proceedings on a day on which they would normally have worked, shall continue to receive full pay. Remuneration received for appearing as a witness is to be forwarded to the Commission.

ARTICLE 28 – ARTICLED STUDENTS

- 28.01 An Employee who is articulated to a Lawyer, shall notwithstanding any provisions of this Agreement to the contrary, be considered to be a Term Employee, except they are not on probation. Upon completion of their articles, such Employee shall be terminated, subject to Article 15.04 (5).
- 28.02 Notwithstanding Article 17, an Articling Student who has completed 12 months of their articles shall be deemed to have the qualifications of a Lawyer for the purposes of making application for a Lawyer position within the local Area Office in which they are articling. If necessary, the hiring date shall be altered to coincide with the date on which the said Articling Student would normally be admitted to the bar or such later date as may be mutually agreed upon by the parties. In the interim, the Employee may fill the position on a term basis without being subject to Article 17.
- 28.03 An Employee who has been articulated to a Lawyer employed by the Commission and then is hired as a permanent Lawyer, shall be considered, a newly hired Employee as referred to in Article 15.03. Such Employee shall be subject to the probationary period as referred to in Article 14.01. Upon successful completion of a probationary period with the Commission, the Employee's seniority shall be retroactive to the date they started as an Articling Student.

- 28.04 The Commission shall keep an articulated student on full salary while **they are** attending bar admission classes and shall pay all fees incidental to the Employee's admission to the Saskatchewan Bar.
- 28.05 The Commission shall continue to pay an articulated student at their regular rate of pay while such Employee is preparing for and writing bar exams, provided that the period involved falls between the end of the bar admission course and the date of the final bar examinations next following.

ARTICLE 29 – PART-TIME EMPLOYEES

- 29.01 A **Part-Time Employee** shall work such hours as are assigned by the Commission. Such hours shall be scheduled and may be subject to change on mutual agreement.
- 29.02 Part-Time Employees are entitled to all benefits available to other Employees covered under the Articles of this Agreement prorated on the basis of hours worked with the exception of seniority, which shall be as indicated in Article 15.01.
- 29.03 For benefits such as Group Insurance, Disability, Pension and Dental Insurance, all present Employees shall have the option of joining, and all new Employees must join the respective plans if eligible.

ARTICLE 30 – PROFESSIONAL DEVELOPMENT

- 30.01 The Commission shall post any training courses, educational seminars and experimental programs for which Employees may be selected.

ARTICLE 31 – OCCUPATIONAL HEALTH AND SAFETY

- 31.01 **Joint Commission-Employee Occupational Health and Safety (OH&S) Committees shall be established in all Area Offices with more than 10 Employees. Area Offices with less than 10 Employees will appoint an OH&S representative to be in line with the Provincial OH&S guidelines.**
- 31.02 The Joint Occupational Health and Safety Committees shall have a continuing concern with respect to the health and safety of the Employees at the workplace. The committees shall meet no less than quarterly, unless otherwise mutually agreed. Minutes of Committee meetings shall be posted in the workplace and shall be made available concurrently to the Commission, the Union and the Occupational Health and Safety Branch.
- 31.03 Occupational Health and Safety Committees shall not deal with matters which are subject to negotiations between the Commission and the Union, nor matters which are currently subject to the grievance and arbitration provisions of this Collective Agreement. The duties of the Committees shall be:
- (1) The receipt, consideration and recommendations for the disposition of complaints respecting health and safety concerns in the workplace.
 - (2) Participation in the identification and resolution of health and safety hazards within the workplace.
 - (3) Cooperation with the Occupational Health and Safety Branch of the province.

- (4) The maintenance of records in connection with the receipt and disposition of complaints and the attendance to other matters relating to the duties of the Committee as may be contained in *The Saskatchewan Employment Act*.
- (5) The setting up of emergency meetings of the Committee to deal with an emergency problem.

31.04 Committee meetings shall be scheduled during normal working hours, unless otherwise mutually agreed.

31.05 Subject to reasonable notice being given, all Committee members shall be entitled to up to five days leave of absence without pay, for the purposes of attending Occupational Health and Safety training courses, seminars or courses of instruction. However, Employees shall suffer no loss of pay or benefits where such training is provided:

- (1) by the Occupational Health and Safety Branch,
- (2) jointly by the Union and Commission, or
- (3) by other courses subject to prior authorization being given by the Commission.

31.06 As a matter of principle, both the Union and the Commission agree that occupational health and safety is a shared concern of the parties. Both parties will endeavour to cooperatively maintain a safe workplace and will make recommendations to prevent and/or correct situations which threaten health and safety at the workplace.

ARTICLE 32 – TECHNOLOGICAL CHANGE

32.01 Employees whose jobs are affected by the introduction of technological change, and who require special training as determined by management, to retain their position shall be allowed to receive such training, at the Commission's expense and during their normal working hours.

32.02 Where Employees require special training as per 32.01 and the training is not available during their normal working hours, on the approval of the Chief Executive Officer, they shall receive the equivalent time off with pay for all hours spent in training outside of their normal working hours.

32.03 There shall be no electronic monitoring of an individual's work output for the purpose of evaluating the individual's work performance.

ARTICLE 33 – WAGES AND ALLOWANCES

33.01 The wage rates and job classifications are set forth in Appendix "A" and shall form a part of this Agreement. Such wage rates shall be effective commencing 12:01 am on the date indicated in Appendix "A".

33.02 Mileage, Sustenance and Accommodation

Allowance for mileage, meals, accommodation and incidentals shall be paid according to current provincial government rates. Where reasonable, charges for accommodation in excess of the amount as set by the provincial government may be approved by the **Direct Manager**.

33.03 Professional Fees

- (a) The Commission shall pay professional fees for all Employees who, in the course of their duties, are required, either by statute or by the Commission, to be a member of a professional association.
- (b) For partial years of employment with the Commission, reimbursement shall be prorated on the basis of time worked, provided however, that no payment will be made for partial years when the amount yielded is less than \$25.00. Employees who are laid off or retire shall not be required to reimburse the Commission.
- (c) The Commission shall not reimburse for membership fees in local bar associations.

ARTICLE 34 – WORKLOAD

34.01 Where an Employee's workload is causing a concern, the Employee, **Direct Manager**, and, if requested by the Employee, the Union, will meet to discuss the concern, and the options for resolution, selecting the most appropriate. The **Direct Manager** will not unreasonably reject an Employee's request or concerns related to workload.

In the event a satisfactory resolution cannot be achieved with the **Direct Manager**, then the **Direct Manager** and the Employee(s) and/or the Union will meet with the CEO to discuss the concerns and options for resolution.

Failing agreement being reached, a grievance may be initiated at Step 3 (the CEO level) within 20 working days of the problem-solving meeting with the CEO.

The Saskatchewan Legal Aid Commission recognizes a Lawyer's professional responsibility under the Law Society of Saskatchewan Code of Professional Conduct.

ARTICLE 35 – TERM OF AGREEMENT

35.01 This Agreement shall become effective as of the 1st day of October, 2022 and shall continue in full force until September 30, 2025 and shall renew itself from year to year without change, until revised on not less than 30 days or not more than 60 days' notice in writing from either party before the expiration date hereof or any renewal hereof. In the event of notice of revision, this Agreement shall remain in full force and effect while negotiations are being carried on for the arrangements of a further Agreement.

SIGNING PAGE

THIS AGREEMENT INCLUDES ALL APPENDICES AND LETTERS OF UNDERSTANDING ATTACHED.

This Agreement replaces the Collective Bargaining Agreement signed **September 15, 2022**.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their signatures this 28th day of October, 2024.

Executed on Behalf of the
Saskatchewan Legal Aid Commission:

Jayne Mallin
Jayne Mallin (Oct 28, 2024 13:14 MDT)

Jayne Mallin

Olga Sadikova
Olga Sadikova (Oct 28, 2024 13:30 MDT)

Olga Sadikova

Daiga Gutmane
Daiga Gutmane (Oct 28, 2024 14:06 MDT)

Daiga Gutmane

Executed on Behalf of Canadian Union of Public
Employees (CUPE) 1949 representing Employees
certified in the following Area Offices:

Battlefords, Meadow Lake, Melfort, Moose Jaw,
Northern, Prince Albert, Regina City, Regina Rural,
Saskatoon City, Saskatoon Rural, South East,
Swift Current and Yorkton.

Lara Bonokoski
Lara Bonokoski (Nov 5, 2024 17:42:31)

Lara Bonokoski

Tammy Vallevand
Tammy Vallevand (Nov 5, 2024 16:57 CST)

Tammy Vallevand

Terra Lennox-Zepp
Terra Lennox-Zepp (Nov 5, 2024 14:17:41 CST)

Terra Lennox-Zepp

APPENDIX "A" – SALARIES

The parties agree to economic adjustments for Lawyers to be incorporated into the current wage schedule based on the following conditions:

- (1) All eligible Employees shall receive a general economic increase, fully retroactive to effective date for each year of Agreement, as follows:
 - (a) 3% effective October 1, 2022
 - (b) 3% effective October 1, 2023
 - (c) 2% effective October 1, 2024

Eligible Employees shall be defined as active employed at LAS on the date of exchange of ratification and Employees who have retired from service since the expiry of the last Collective Agreement.

- (2) Lawyers and Articling Students will receive a market supplement to bring corresponding rates of pay, based on years of service and in line with Government of Saskatchewan Crown Prosecutors (CP) corresponding rates of pay and years of service (CP Wage Grid), less 7%.
- (3) The parties agree to reopen discussions within the term of this Collective Agreement to address the 7% wage gap between Staff Lawyers and the Crown Prosecutors as a result of ratification with PSC/SGEU negotiations. Any adjustments shall be retroactive to date of ratification of the CUPE 1949/LAS Collective Agreement.
- (4) The new supplement shall be incorporated into the wage schedule to reflect the current rate of pay and market supplemented rate of pay effective upon the Union's date of ratification of the CUPE 1949/LAS Collective Agreement.
- (5) Any change to the rates of pay and/or supplements are subject to negotiation between the parties.

The parties agree to economic adjustments for all non-lawyer designations to be incorporated into the current wage schedule based on the following conditions:

- (1) All eligible Employees shall receive a general economic increase, fully retroactive to effective date for each year of Agreement, as follows:
 - (a) 3% effective October 1, 2022
 - (b) 3% effective October 1, 2023
 - (c) 2% effective October 1, 2024

Eligible Employees shall be defined as active employed at LAS on the date of exchange of ratification and Employees who have retired from service since the expiry of the last Collective Agreement.

- (2) The parties agree to revise the future pay schedule to reflect Administrative Assistant classification rates of pay at Pay Band 3, removing Band 4 & 5, a new Senior Administrative Assistant classification to be created at Pay Band 4, and Legal Assistant classification rates of pay to be reflected at Pay Band 5, and removing bands 6 & 7. All existing Administrative Assistants and Legal Assistants will continue to receive pay at their appropriate Pay Band, in addition to any negotiated economic increases.
- (3) The parties agree to expedite the negotiation of a Memorandum of Understanding (MOU) that will set the framework for a review of the Joint Job Evaluation Plan, with a view to revitalizing the Plan to be more reflective of the work performed by administrative staff at LAS. This task shall be referred to the Joint Job Evaluation Committee (JJEC) to lead and shall be completed prior to the expiry of the current Collective Agreement.

Lawyers Compensation October 1, 2022 [3% Retro]

Lawyer Wage Grid

		Salary	Salary	Salary	Salary	Salary	
		Step 1	Step 2	Step 3	Step 4	Step 5	
Staff Lawyer Band 11	Monthly	\$7,121.17	\$7,546.79	\$7,992.60	\$8,477.10	\$8,980.11	
	Annually	\$85,454.06	\$90,561.52	\$95,911.23	\$101,725.26	\$107,761.34	
			Step 6	Step 7	Step 8	Step 9	Step 10
	Monthly	\$9,521.81	\$10,088.75	\$10,692.69	\$11,326.92	\$12,006.57	
	Annually	\$114,261.75	\$121,064.97	\$128,312.31	\$135,923.03	\$144,078.82	
			Step 11	Step 12			
Monthly	\$12,723.23	\$12,852.76					
Annually	\$152,678.73	\$154,233.17					

Lawyers Compensation October 1, 2023 [3% Retro]

Lawyer Wage Grid

		Salary	Salary	Salary	Salary	Salary	
		Step 1	Step 2	Step 3	Step 4	Step 5	
Staff Lawyer Band 11	Monthly	\$7,334.81	\$7,773.20	\$8,232.38	\$8,731.42	\$9,249.52	
	Annually	\$88,017.68	\$93,278.37	\$98,788.57	\$104,777.01	\$110,994.19	
			Step 6	Step 7	Step 8	Step 9	Step 10
	Monthly	\$9,807.47	\$10,391.41	\$11,013.47	\$11,666.73	\$12,366.77	
	Annually	\$117,689.60	\$124,696.91	\$132,161.68	\$140,000.72	\$148,401.18	
			Step 11	Step 12			
Monthly	\$13,104.92	\$13,238.35					
Annually	\$157,259.09	\$158,860.17					

Lawyers Compensation as of April 25, 2024 – Market supplement effective in 2024-25

Lawyer Wage Grid

		Salary	Salary	Salary	Salary	Salary	Salary
		Step 1 (Year 0-1)	Step 2 (Year 1-2)	Step 3 (Year 2-3)	Step 4 (Year 3-4)	Step 5 (Year 4-5)	Step 6 (Year 10-11)
Staff Lawyer Band 11 Level 1	Monthly	\$7,391.02	\$7,773.20	\$8,232.38	\$8,731.42	\$9,249.52	
	Annually	\$88,692.20	\$93,278.37	\$98,788.57	\$104,777.01	\$110,994.19	
Staff Lawyer Band 11 Level 2	Monthly	\$9,882.20	\$10,391.41	\$11,013.47	\$11,666.73	\$12,366.77	\$12,612.60
	Annually	\$118,586.36	\$124,696.91	\$132,161.68	\$140,000.72	\$148,401.18	\$151,351.15
Staff Lawyer Band 11 Level 3	Monthly	\$13,752.57	\$14,027.63	\$14,308.18	\$14,594.35	\$14,886.23	\$15,183.96
	Annually	\$165,030.90	\$168,331.54	\$171,698.12	\$175,132.16	\$178,634.73	\$182,207.49

Starting salary is based on years of experience.

Calculations are based on 12 SDOs.

Lawyers progress to the next step on their anniversary hire date.

Lawyers Compensation October 1, 2024 [2% Economic Increase]

Lawyer Wage Grid

		Salary	Salary	Salary	Salary	Salary	Salary
		Step 1 (Year 0-1)	Step 2 (Year 1-2)	Step 3 (Year 2-3)	Step 4 (Year 3-4)	Step 5 (Year 4-5)	
Staff Lawyer Band 11 Level 1	Monthly	\$7,538.84	\$7,928.66	\$8,397.03	\$8,906.05	\$9,434.51	
	Annually	\$90,466.05	\$95,143.93	\$100,764.34	\$106,872.55	\$113,214.07	
		Step 1 (Year 5-6)	Step 2 (Year 6-7)	Step 3 (Year 7-8)	Step 4 (Year 8-9)	Step 5 (Year 9-10)	Step 6 (Year 10-11)
Staff Lawyer Band 11 Level 2	Monthly	\$10,079.84	\$10,599.24	\$11,233.74	\$11,900.06	\$12,614.10	\$12,864.85
	Annually	\$120,958.09	\$127,190.85	\$134,804.91	\$142,800.74	\$151,369.20	\$154,378.17
		Step 1 (Year 11-12)	Step 2 (Year 12-13)	Step 3 (Year 13-14)	Step 4 (Year 14-15)	Step 5 (Year 15-16)	Step 6 (Year 16+)
Staff Lawyer Band 11 Level 3	Monthly	\$14,027.63	\$14,308.18	\$14,594.34	\$14,886.23	\$15,183.95	\$15,487.64
	Annually	\$168,331.51	\$171,698.17	\$175,132.08	\$178,634.81	\$182,207.43	\$185,851.64

Starting salary is based on years of experience.

Calculations are based on 12 SDOs.

Lawyers progress to the next step on their anniversary hire date.

Hourly Ranges October 1, 2022 [With 3.0% Wage Increase]

Band	Classification	Monthly Hrs. of Work	Step 1	Step 2	Step 3	Step 4	Step 5
1	Summer Students		\$21.25	\$22.31	\$23.40	\$24.53	\$25.73
2	Eligibility Officer, Administrative Assistant, Receptionist	151.67	\$23.06	\$24.23	\$25.38	\$26.62	\$27.93
3	Legal Assistant, Administrative Assistant	151.67	\$25.01	\$26.30	\$27.53	\$28.88	\$30.31
4	Legal Assistant, Administrative Assistant, Gladue Database Coordinator	151.67	\$27.15	\$28.48	\$29.89	\$31.33	\$32.90
5	Administrative Assistant, Legal Assistant, LAIN / SharePoint Support	151.67	\$29.59	\$30.91	\$32.42	\$34.03	\$35.67
6	Legal Assistant, Administrative Assistant, IT End User Support Analyst	151.67	\$31.96	\$33.57	\$35.20	\$36.90	\$38.73
7	Legal Assistant	151.67	\$34.72	\$36.42	\$38.20	\$40.07	\$42.03
8	IT Systems Support Officer	163.33	\$37.67	\$39.54	\$41.47	\$43.53	\$45.64
9							\$49.54
10							\$53.79

Hourly Ranges October 1, 2023 [With 3.0% Wage Increase]

Band	Classification	Monthly Hrs. of Work	Step 1	Step 2	Step 3	Step 4	Step 5
1	Summer Students		\$21.89	\$22.98	\$24.10	\$25.27	\$26.50
2	Eligibility Officer*, Administrative Assistant, Receptionist	151.67	\$23.75	\$24.95	\$26.14	\$27.41	\$28.77
3	Legal Assistant, Administrative Assistant, Eligibility Officer*	151.67	\$25.76	\$27.08	\$28.36	\$29.75	\$31.22
4	Legal Assistant, Admin Assistant, Gladue Database Coordinator	151.67	\$27.97	\$29.33	\$30.79	\$32.27	\$33.89
5	Admin Assistant, Legal Assistant, LAIN / SharePoint Support	151.67	\$30.48	\$31.84	\$33.40	\$35.05	\$36.74
6	Legal Assistant, Administrative Assistant, IT End User Support Analyst	151.67	\$32.92	\$34.57	\$36.25	\$38.01	\$39.89
7	Legal Assistant	151.67	\$35.76	\$37.51	\$39.35	\$41.27	\$43.30
8	IT Systems Support Officer	163.33	\$38.80	\$40.73	\$42.71	\$44.83	\$47.01
9							\$51.03
10							\$55.40

***Eligibility Officers move to Band 3 on May 1, 2024**

Hourly Ranges October 1, 2024 [With 2.0% Wage Increase] 26 EDOs

Band	Classification	Monthly Hrs. of Work	Step 1	Step 2	Step 3	Step 4	Step 5
1	Summer Students		\$22.32	\$23.44	\$24.59	\$25.78	\$27.03
2	Administrative Assistant, Receptionist	151.67	\$24.23	\$25.45	\$26.66	\$27.96	\$29.35
3	Legal Assistant, Administrative Assistant, Eligibility Officer	151.67	\$26.27	\$27.63	\$28.93	\$30.34	\$31.85
4	Legal Assistant, Administrative Assistant, Gladue Database Coordinator	151.67	\$28.52	\$29.92	\$31.40	\$32.92	\$34.56
5	Administrative Assistant, Legal Assistant, LAIN/SharePoint Support	151.67	\$31.09	\$32.47	\$34.07	\$35.75	\$37.47
6	IT End User Support Analyst	151.67	\$33.58	\$35.27	\$36.98	\$38.77	\$40.69
7	Legal Assistant	151.67	\$36.48	\$38.26	\$40.14	\$42.09	\$44.16
8	IT Systems Support Officer (15 EDOs)	163.33	\$39.57	\$41.54	\$43.57	\$45.73	\$47.95
9							\$52.05
10							\$56.51

Hourly Ranges October 1, 2024 [With 2.0% Wage Increase] 12 SDOs

Band	Classification	Monthly Hrs. of Work	Step 1	Step 2	Step 3	Step 4	Step 5
1	Summer Students		\$22.32	\$23.44	\$24.59	\$25.78	\$27.03
2	Administrative Assistant, Receptionist	165.33	\$24.23	\$25.45	\$26.66	\$27.96	\$29.35
3	Legal Assistant, Administrative Assistant, Eligibility Officer	165.33	\$26.27	\$27.63	\$28.93	\$30.34	\$31.85
4	Legal Assistant, Administrative Assistant, Gladue Database Coordinator	165.33	\$28.52	\$29.92	\$31.40	\$32.92	\$34.56
5	Administrative Assistant, Legal Assistant, LAIN/SharePoint Support	165.33	\$31.09	\$32.47	\$34.07	\$35.75	\$37.47
6	IT End User Support Analyst	165.33	\$33.58	\$35.27	\$36.98	\$38.77	\$40.69
7	Legal Assistant	165.33	\$36.48	\$38.26	\$40.14	\$42.09	\$44.16
8	IT Systems Support Officer (15 EDOs)	163.33	\$39.57	\$41.54	\$43.57	\$45.73	\$47.95
9							\$52.05
10							\$56.51

APPENDIX "B" – Career Enhancement and Development Strategy 2024-01

The parties hereto agree to creating a Career Enhancement and Development Strategy that better reflects the actual work being done in each office, particularly by our administrative staff.

The Legal Aid Commission is committed to creating a workforce that better reflects the actual work being done, particularly by our administrative staff. During the current Collective Bargaining Agreement (CBA), the Employer will set the framework for a workplace review with a view to revitalizing the workforce to be more reflective of the work performed by all staff at LAS.

The parties acknowledge and agree that the Joint Job Evaluation Committee (JJEC) process will be used to assist and strategize as needed. Legal Aid Commission is committed to the continuation of current roles in the proposed salary grid at Appendix A.

In addition, the Employer shall, upon ratification of the CBA, place the Eligibility Officers in the salary grid at Band 3. The parties also agree that a Senior Administrative Assistant designation shall be created prior to the expiry of the new collective agreement and that each area office shall have at least one (1) Senior Administrative Assistant.

Further, the parties will continue to discuss with a view to increase the scope and complement of new positions such as Legal Assistants, Court Navigator, Paraprofessionals, IT, etc. and that these discussions occur prior to the expiry of the new CBA.

APPENDIX "C" – SUMMARY OF BENEFITS PACKAGE
(for information only)

(1) Group Life Insurance & Accidental Death and Dismemberment

- Benefits c 3 x annual salary up to a maximum benefit of \$370,000.00 (effective June 1, 2011 this amount increases to \$485,000.00), reducing by 50% at age 65.
- Coverage terminates at the earlier of the date of resignation/termination or age 70.
- Premium cost is shared equally by the Employee and the Commission.
- Optional Insurance available for Employees in \$10,000.00 units to a maximum of \$250,000.00, subject to approval of medical evidence of insurability. Optional Insurance available for Employees' Spouses in \$10,000.00 units to a maximum of \$250,000.00, subject to approval of medical evidence of insurability. Based on smoker/non-smoker, male/female age banded rates. Premium is the Employee's cost.

(2) Sick Leave Bridging Benefit

- When an Employee's sick leave accumulation is depleted, **they** shall be eligible for sick leave bridging benefits, subject to providing medical documentation, up to the maximum of 15 weeks from the commencement of the illness or accidental injury.
- Benefits – 66.667% of weekly earnings to a maximum benefit of \$447.00 per week. The maximum benefit level will be automatically upgraded to match any increase in the EI maximum insurable earnings.
- Waiting Period:
 - (1) accident, surgery and major illness - none
 - (2) minor or incidental illness - 7 calendar days
- There is no cost to the Employee.

Effective midnight May 31, 2011, Employees will not be eligible for the Sick Leave Bridging Benefit entitlement. **They** will be eligible to apply for employment insurance if they have depleted their sick leave banks, will be on a medical leave of absence without pay, and are not eligible to earn benefits under Article 22.06.

In recognition of the above, the Commission agrees to a one-time contribution to the Benefits Plan Surplus Fund of \$8,000.00.

(3) Long-Term Disability (LTD)

- Benefits – Effective June 1, 2011 – 66 2/3% of first \$2,250.00 of monthly earnings; 55% of following \$3,000.00 of monthly earnings; 50% of following \$7,100.00 of monthly earnings and 0% thereafter to a maximum benefit of \$6,700.00 per month subject to an all source maximum of 85% of pre-disability take-home pay.
- **Qualifying period for the LTD portion will be 105 consecutive days.**
- Benefits payable for the first 24 months following the waiting period if injury or disease prevents the Employee from doing their own job. The Employee is not considered disabled if they can perform a combination of duties that regularly took at least 60% of their time to complete. After 24 months, LTD benefits will continue only if the disability prevents the Employee from being gainfully employed in any job. Gainful employment is work that an Employee is medically able to perform, for which they have at least the minimum qualifications, and provides the Employee with an income of at least 60% of their indexed monthly earnings before disability.
- Coverage terminates at the earlier of the date of resignation/termination or age 65.
- The entire premium is paid by the Employee.

(4) **Pension**

- (a) In accordance with the Pension Plan Document, all current and new Employees contribute a flat rate of 6%. These amounts will be matched by the Commission.
- (b) The Commission has made the following adjustments to the pension contribution amounts:
- (1) All Employees, who are presently contributing 6% to the Plan, will contribute 6.25% effective September 1, 2013. These amounts will be matched by the Commission. Employees will receive 0.25% as a lump sum payment from October 1, 2012 until the effective date of the pension increase on September 1, 2013.
 - (2) All Employees, who are presently contributing 6.25%, will contribute 6.35% effective October 1, 2013. These amounts will be matched by the Commission.

(5) **Dental Insurance**

- Coverage – 100% reimbursement for basic services and accidental dental injury; 50% reimbursement on major services.
- Deductible – \$25.00 per calendar year paid by the Employee. (See 6. below.)
- \$1,500.00 maximum reimbursement each calendar year, per insured person.
- \$2,000.00 maximum reimbursement every 5 years for dentures and bridgework, per insured person.
- Coverage terminates at the earlier of the date of resignation/termination or age 70.
- There is no premium cost to the Employee.

(6) **Extended Health Care Benefits**

(a) **Enhanced Dental Benefits**

Effective August 1, 1996, the existing Dental Insurance shall be enhanced as follows:

- no annual deductible
- 50% reimbursement for orthodontics for dependent children to a maximum of \$2,500.00.

The increase in the annual premiums shall be paid by the Commission to an annual maximum of \$8,325.00. Any increase in the Enhanced Dental Benefits portion of the premiums will be covered by the Benefits Plan Surplus Fund.

(b) **Optical Care Plan**

The Commission shall provide an Optical Care Plan with a maximum of \$200.00 per 12 month period for eligible dependent children and \$500.00 per 24 month period for eligible adults.

The annual premiums shall be paid by the Commission to an annual maximum of \$21,160.00. The Optical Care Plan shall be improved to include eye exams for Employees and dependents with a maximum of \$125.00 per 24 month period.

The annual premiums shall be paid by the Commission to an annual maximum of \$5,900.00, for a total premium of \$27,060.00. Any increases in the premiums will be covered by the Benefits Plan Surplus Fund.

(c) **Drug Plan**

Effective October 1, 1996, the Commission shall provide a Drug Plan which covers the following:

- Formulary drugs only
- 100% co-insurance
- No deductible
- Annual maximum of \$1,700.00 per Employee

The annual premiums shall be paid by the Commission to an annual maximum of \$31,360.00. Effective September 30, 1997 (5:00 pm) the Drug Plan shall be improved to include non-formulary drugs. The annual premium shall be paid by the Commission to an annual maximum of \$16,160.00, for a total premium of \$47,520.00.

Effective May 1, 2011 the Drug Plan maximum per covered person will increase to \$2,250.00 per calendar year.

The annual premiums shall be paid by the Commission to an annual maximum of \$5,500.00, for a total premium of \$53,020.00. Any increases in the premiums will be covered by the Benefits Plan Surplus Fund.

(d) **Benefit Plan Surplus Fund**

The Commission shall create a Benefit Plan Surplus Fund funded as follows:

Effective October 1, 1996 – \$14,425.00 annually and each year thereafter.

Effective September 30, 1997 – an additional \$6,730.00 annually, for an annual total of \$21,155.00 annually and each year thereafter.

0.8% of straight time payroll as of October 1, 2004 to be paid by the Employer into the Benefits Plan as of October 1, 2004 and every year thereafter.

An additional 0.3% of straight time payroll as of October 1, 2005 to be paid by the Employer into the Benefits Plan as of October 1, 2005 and every year, thereafter.

The intent of the fund is to cover increased premium costs of the Extended Health Care Benefits. If the Benefits Plan Surplus Fund is depleted and cannot cover the increased premium costs, Employees are responsible for these costs and will fund the deficit via payment of premiums, deductibles or alter the coverage of the Benefits Plans. The determination of how to fund the deficit shall be determined at the Labour Management Relations Committee. The fund shall be jointly administered by the Commission and the Union through the Labour Management Relations Committee. If there is a dispute at the Committee concerning the administration of the fund, the parties to the Collective Agreement shall meet to resolve the dispute. If the dispute cannot be resolved, the parties agree to submit the issue to mediation for settlement. The Labour Management Relations Committee shall submit to the Commission and the Union an annual report on the status of the fund including a summary of all transactions.

An additional \$25,000.00 per year to be paid by the Employer into the Benefits Plan as of October 1, 2008 and every year, thereafter.

(e) **Paramedical Practitioners**

Effective January 1, 2005, the Commission shall provide a Chiropractic Plan with a maximum of \$150.00 per person per calendar year; 100% reimbursement.

The annual premium shall be paid by the Commission to an annual maximum of \$800.00. Any increase in the premiums will be covered by the Benefits Plan Surplus Fund.

Effective January 1, 2005, the Commission shall provide a Massage Therapy Plan, with a referral from a physician, with a maximum of \$400.00 per person per calendar year; 100% reimbursement.

The annual premium shall be paid by the Commission to an annual maximum of \$648.00.

The preceding chiropractic and massage therapy coverage ends April 30, 2011.

Effective May 1, 2011 the Commission shall provide at 100% co-insurance coverage for the following paramedical practitioners: acupuncturist; chiropractor; massage therapist; naturopath; osteopath; physiotherapist; podiatrist/chiropracist; psychologist/social worker; and speech therapist to a combined maximum of \$550.00 per calendar year per covered person.

The annual premium shall be paid by the Commission to an annual maximum of \$7,500.00, for a total premium of \$8,948.00. Any increases in the premiums will be covered by the Benefits Plan Surplus Fund.

(f) **Extended Health Care Plan**

Effective May 1, 2011 the Commission shall provide an Extended Health Care Plan paid at 80% co-insurance subject to annual and lifetime maximums as outlined in the Plan contract and allowable under the *Income Tax Act* for the following items as identified in the Plan document: diabetic supplies; breathing equipment; orthopedic equipment; prosthetic equipment; mobility aids; miscellaneous medical supplies; home nursing care; ambulance trips; diagnostic services; hearing aids; and semi-private hospital rooms. In addition, the Commission shall provide at 100% co-insurance coverage for out of country emergencies and global assistance. The preceding listed coverage is as per stated limitations in the Plan document.

The annual premium shall be paid by the Commission to an annual maximum of \$14,600.00. Any increase in premiums will be covered by the Benefits Plan Surplus Fund.

(g) **Health Care Spending Account**

Effective August 1, 2007, implement a Health Care Spending Account for Employees enrolled in the Extended Health Care Plan, in accordance with the terms of the Canada Revenue Agency for **\$878.00** per eligible Employee on an annual calendar year (January 1 to December 31) basis, subject to the following:

- Permanent full-time, permanent part-time, job-share terms and term employees in accordance with Article 25 are eligible. Each eligible Employee's account will be prorated based on time worked each calendar year vs. full-time annual hours. Accounts will be reconciled at the end of each calendar year.
- An eligible new hire's account will commence the 1st day of the month following commencement of employment, in an amount based on anticipated time to be worked in the remainder of the calendar year. This account will be reconciled at the end of each calendar year and to have effect the following year.
- **In addition to the individual coverage currently provided, Term employees will also be eligible for Family coverage.**

- An Employee who leaves the service of the Commission during the calendar year will have any overspent amount recovered.
- The Plan will be administered on a Revenue Carry-Forward basis. Funds not spent in the current calendar year may be carried forward once to the end of the next calendar year.
 - Funds not spent will revert to the Benefit Surplus Fund.
- The Employee is responsible for payment of each claim fee.
- The Plan will be established by the Employer.
- The Employer will pay the monthly administrative fee to a maximum of \$125.00 per month. Any increase in that fee will be covered by the Benefits Plan Surplus Fund.
- **The Plan will pay the administrative fee.**

(7) **Benefits After Retirement**

Effective July 1, 1999, the Commission will arrange for a benefits package available for optional coverage at the retirees' expense.

APPENDIX "D" – 5/4 Arrangement of Hours for Area Office Staff

This letter will confirm the Agreement reached by the parties during the current round of negotiations to implement on an experimental basis a **five (5) day week/four (4) day week (5/4)** banking of hours system. The intent of the 5/4 system is for:

- (1) **A rearrangement of current hours of work without the addition or deletion of existing contractual benefits.**
- (2) **Area Offices to remain open to the public five (5) days per week.**
- (3) **The Commission to develop administrative procedures which will be discussed with the Union prior to implementation.**
- (4) **The suspension of the special arrangement of hours for Receptionists and Administrative Assistants in Article 19.01 upon the implementation of this arrangement of hours provided the working day for these classifications shall not exceed seven (7) hours and 47 minutes.**

Subject to the parties arriving at acceptable administrative procedures, the Commission will implement the 5/4 hours of work arrangement at the earliest possible date.

Employees may at any time work **five (5) days per week** and bank the time earned under the 5/4 arrangement to a maximum of **five (5) working days off**. Such days off to be taken by mutual agreement between the Employee and the **Direct Manager**.

All existing Employees in non-lawyer designations shall make a one-time election, within 90 days of ratification, to either stay at their current 15/26 EDOs arrangement or move to a 12 SDOs arrangement.

All new Employees in non-lawyer designations will have the option to elect between the 26 EDOs or 12 SDOs upon initial hire.

On a 26 EDO pattern, Receptionists and Administrative Assistants shall be paid for 151.67 hours per month. These positions shall work 7 hours and 47 minutes per day but be paid for 7 hours (approximately) per day. This arrangement creates an EDO every two weeks for a total of 26 EDOs.

On a 15 EDO pattern, IT positions and any other non-lawyer positions shall be paid for 163.33 hours per month. These positions shall work 8 hours per day but be paid for 7 hours and 32 minutes (approximately) per day. This arrangement creates 1.25 EDOs per month.

On a 12 SDO pattern, Receptionists, Summer Students and Administrative Assistants shall be paid for 165.33 hours per month. These positions shall work 8 hours per day but be paid for 7 hours and 37 minutes (approximately) per day. This arrangement creates one SDO per month.

In exceptional circumstances, an Employee may elect to revert to their original EDOs/SDOs arrangement, upon mutual agreement between the Employer and the Employee. In cases where a reversion is agreed to, it will be deemed to be effective at the beginning of the next fiscal year. Employees will only have one opportunity for reversion.

APPENDIX "E" – Earned Days Off (EDOs) for Lawyers

To provide Lawyers with days off at a rate of 12 SDOs per fiscal period, SDOs are earned on the basis of one (1) SDO per completed month of service. Lawyers are expected to use all SDOs in the year in which they are earned. A Lawyer leaving employment who has used more SDOs than have been earned shall have the overpayment deducted from their final pay on the basis of salary in effect at the time of termination.

Lawyers, upon request (with a plan for use), and with approval of the **Direct Manager**, may carryover up to a maximum of 5 days to the next fiscal year. The Chief Executive Officer may approve requests to carryover SDOs in excess of five (5) days up to a total of 10 SDOs, where there is a good reason and a plan for use.

Unused **SDOs** in excess of approved carryover limitations will be forfeited.

Lawyers who are currently employed by the Saskatchewan Legal Aid Commission on the signing date of this Agreement, will have a one-time option to be exercised within 30 days of the signing of the Agreement, to elect, in writing, to retain 26 EDOs and to remain on the Lawyer's salary scale that reflects that number of days.

All Lawyers will convert from their existing 15 EDOs to a 12 SDOs arrangement. Newly hired Lawyers will be placed under the 12 SDOs arrangement. Lawyers who have a legacy agreement for 26 EDOs shall have the option to convert to the 12 SDOs arrangement or maintain their legacy status at 26 EDOs.

It is understood that SDOs can be taken in increments of one (1) hour or greater, subject to operational feasibility. In consideration of the three (3) days lost in the conversion to a 12 SDOs arrangement, Lawyers will be entitled to take three (3) unpaid days off per fiscal period. Requests for unpaid time off shall not be unreasonably denied. Requests for unpaid time off shall only be approved after the 12 SDOs and annual vacation entitlements have been scheduled for use.

APPENDIX "F" – Educational Policy (For Information Only)

The Commission hopes to implement the attached Educational Policy dependent upon the availability of the necessary funds.

March, 1984

SASKATCHEWAN LEGAL AID COMMISSION

EDUCATIONAL LEAVE AND TUITION REIMBURSEMENT POLICY

DEFINITIONS

- (a) "**Commission**" means the Saskatchewan Legal Aid Commission.
- (b) "**Education Leave**" shall mean any period of time during which an Employee of the Commission is absent from their regularly scheduled duties for the purpose of attending a conference, seminar, course of study or any other learning activity.
- (c) "**Employee**" means any person employed in a full-time permanent position by the Commission.

(A) EDUCATION LEAVE NOT IN EXCESS OF SEVEN CONSECUTIVE CALENDAR DAYS

Subject to the availability of funds, education leave with pay for a period not in excess of seven consecutive calendar days may be recommended by the **Direct Manager** and approved by the Chief Executive Officer of the Commission or their delegate to enable an Employee to attend a conference, seminar, course of study or other learning activity. Such leave may be granted upon the written application of an Employee submitted to the **Direct Manager** not less than 30 days prior to the proposed commencement thereof and, if approved, the Commission shall pay part or all costs of registration, tuition, course materials, lodging, travel and sustenance incurred by the Employee.

(B) EDUCATION LEAVE FOR A PERIOD OF MORE THAN SEVEN CONSECUTIVE CALENDAR DAYS

Subject to the availability of funds, education leave for a period in excess of seven (7) consecutive calendar days shall be leave without pay, and any request therefore by an Employee must be submitted in writing to the Commission for approval at least 90 days prior to the proposed commencement thereof. An Employee granted such leave may be paid an education leave allowance in an amount to be determined by the Commission in accordance with subsection (e) of this statement. The granting of any education leave allowance shall be solely within the discretion of the Commission, and shall not exceed a period of one (1) year.

- (a) The term "education leave" shall apply to any instance where an Employee is absent from regularly scheduled duties for the purpose of attending a conference, seminar, course, or any other learning session presented by a department or agency of any government, technical or professional association, or by any educational institution for a period of more than seven (7) consecutive calendar days.
- (b) Education leave may be approved for any Employee whose status is such that there is clearly established ongoing Employee-Commission relationship between the Commission and the Employee as follows:

Within the Saskatchewan Legal Aid Commission an ongoing Commission-Employee relationship generally exists where the position held by an Employee is a full-time permanent position and the Employee has been appointed as a probationary or permanent Employee.

- (c) Education leave shall be leave without pay. Employees on such leave may be paid an education leave allowance in an amount approved by the Commission, in accordance with subsection (e) of this schedule. The granting of an educational leave allowance is solely at the discretion of the Saskatchewan Legal Aid Commission.
- (d) Applications for education leave must include:
- (i) Where the leave is for less than 60 consecutive calendar days:
 - the period of leave desired
 - the name of the agency, institution or person presenting the educational session, and the dates and location of each session
 - the benefits to the Saskatchewan Legal Aid Commission from having the applicant attend the session
 - the affirmative recommendation of the applicant's **Direct Manager**
 - all costs involved
 - a leave agreement signed by the applicant, on the form provided by the Commission.
 - (ii) Where the leave is for more than 60 consecutive calendar days the application shall be accompanied by all the information required by (d) (i) above, and:
 - applicant's education vitae, including dates, institutions and programs of study, and a statement listing the amounts and circumstances of any previous Commission education support or sponsorship received by the applicant.
 - brief history of the Employee's service with the Saskatchewan Legal Aid Commission
 - details of any source of support the applicant will have during the period of leave.
 - (iii) Where an Employee requests education leave without an allowance and the **Direct Manager** recommends approval of the request, the information required prior to approval shall be that listed in (d) (i) above.
- (e) Any education leave allowance authorized under these guidelines shall be based on a *pro rata* sharing by the Employee and the Commission of the costs of such leave, based on the degree of advantage which each receives from the Employee's attendance at the learning session, as interpreted by the Commission.

Educational leave allowances shall be calculated by the following procedure:

- (i) The actual cost of tuition; books; transportation (to and from the site of study, by the most economical means); lodging and sustenance enroute; thesis or dissertation typing and copying; and any other costs including Employee salary approved by the Commission or their delegate as directly related to education leave, shall be totaled.
- (ii) The percentage portion of costs to be paid by the Commission shall be established by the approving authority based on the following criteria and formula:

Points	Relation to Job	Points	Training Benefit Primarily to:
0	Unrelated	0	Employee
1	Useful but not directly related	1	Mutual advantage to the Saskatchewan Legal Aid Commission and Employee
2	Directly related	2	Saskatchewan Legal Aid Commission

Points Total	% of Costs to be Paid by Commission
0	0%
1	20%
2	50%
3	80%
4	100%

- (iii) The percentage of costs to be paid by the Commission determined from the table in (ii) above, shall be applied against the total cost of training found in (i) above and shall be the financial support available to the Employee for that educational session.
 - (iv) An Employee receiving an education leave allowance shall not receive any adjustment in the amount of their allowance based on annual increments, negotiated salary adjustments, or other changes in their salary with an effective date following the commencement of their education leave, except where otherwise provided by Collective Agreement or policy.
- (f) **Payment of education leave allowance:**
- (i) Payment of this education leave shall be made from the Commission budget, and is contingent upon the availability of funds, prior approval by the proper authorities, signature of a return in service promissory note and leave agreement in the form prescribed by the Commission, resolution of the Commissioners of the Saskatchewan Legal Aid Commission, approving the educational leave benefit commitment of the Commission, and successful completion of the authorized course of study. At the discretion of the Chief Executive Officer, an advance may be paid at the commencement of the leave or by monthly instalments.
 - (ii) Where it becomes apparent that an Employee on education leave with allowance will not successfully complete the course of study for which the leave is approved, the leave shall be terminated by the Commission, the leave agreement shall be held to be in default, and immediate action shall be taken to collect from the Employee all monies paid in allowance from the date of commencement of the leave to the date of termination of the leave.
 - (iii) Notwithstanding (f) (ii) above, the Chief Executive Officer may, where circumstances in their opinion merit, request the Commissioners to waive collection of monies collectible under (f) (ii).
 - (iv) Employees on education leave shall not be eligible to receive stipends, salaries, memorials, scholarships, fellowships, or any other form of remuneration in addition to their leave benefits, except with the express written prior approval of the Commission.
- (g) **Return in service commitment:**
- (i) An Employee receiving an education leave allowance shall return in service following completion of leave, two (2) full calendar months for every month or part of a month of full benefits received.
 - (ii) Promissory Note – when applying to the Commission for approval of education leave in excess of seven days, the Employee shall include a signed promissory note for the amount of benefit to be paid by the Commission, such note to bear interest at the prevailing prime lending rate as established by the Canadian Chartered banks. Upon return from education leave, the Employee shall have credited against said note the equivalent of one (1) full month of benefits for every two (2) full months of service rendered following completion of leave for which the note was issued.

- (iii) Where an Employee does not complete their return in service commitment, the portion of the commitment completed shall be credited against the Employee's promissory note and the remainder shall be processed for immediate collection.
- (iv) An Employee who returns to the employment of the Saskatchewan Legal Aid Commission within five (5) years after making a cash payback of an unfulfilled return in service commitment, shall be entitled to complete their service commitment and to have the cash payback refunded to them following completion of that commitment.

(C) REIMBURSEMENT OF TUITION AND OTHER COSTS FOR COURSE WORK NOT INVOLVING EDUCATION LEAVE

- (a) Actual cost or a portion thereof of tuition, books and examination fees may be reimbursed to any Employee taking courses outside scheduled working hours upon prior approval of the course of study by proper authority and successful completion thereof. Membership fees, such as C.M.A. membership, required for enrolment, are not reimbursable under this policy.
- (b) Courses covered - courses eligible for reimbursement under this provision include:
 - (i) University Extension Course.
 - (ii) Technical Institute or Community College courses.
 - (iii) Local School District Extension course.
 - (iv) Secretarial skills courses, including typing and shorthand.
 - (v) Correspondence courses where the applicant would qualify for 100% support and equivalent course work is not available locally.
 - (vi) Such other studies as may be approved by the Chief Executive Officer of the Saskatchewan Legal Aid Commission.
- (c) Application for prior approval of course costs reimbursement must be submitted by the Employee and receive the recommendation of their director and the approval of the Chief Executive Officer (or delegate) prior to commencement of the course of study.
- (d) Return in service commitment – there shall be no return in service obligations for courses taken under section (b) above.
- (e) Prepayment of course costs – in exceptional circumstances the Chief Executive Officer, may hear and approve requests for advance payment of reimbursable extension course costs.
- (f) Where the Employee does not successfully complete the course of study, payment of tuition fees and book costs may be approved by the Chief Executive Officer, on an exception basis.

APPENDIX "G" – Central Vehicle Agency (CVA) Vehicles

It is agreed that every CVA vehicle driven by Legal Aid Employees shall be equipped with a sleeping bag and survival kit.

APPENDIX "H" – Employees Working and Living North of the 55th Parallel

The Union and the Commission agree that:

A subsidized housing allowance in the amount of \$2,400.00 per year, per Employee employed by the Saskatchewan Legal Aid Commission, in or in connection with its Northern Area Office (La Ronge) will be paid in equal monthly instalments to all Employees living and working north of the 55th parallel.

(Subject to further interpretation.)

APPENDIX "I" – Deferred Salary Leave Plan

The Saskatchewan Legal Aid Commission is a participating Commission, on behalf of eligible Employees, in The Deferred Salary Leave Plan administered by Public Employees Benefits Agency.

The parties agree that the following conditions will be used to facilitate the use of deferred leaves:

- (1) The semi-annual open periods to apply for deferred leaves each year will be adjusted to:
 - April 1 to April 21; and
 - October 1 to October 21
- (2) Deferred leaves will be added to the agenda of all Area Office staff meetings at least twice per year to facilitate a discussion on planning leaves within the office.
- (3) Deferred leaves will be added as a regular agenda item to Labour Management Relations Committee meetings.
- (4) An Employee taking a back-to-back leave with another Employee in the same office will be required to reconfirm their plans to take the leave in sufficient time prior to the commencement of the first leave to allow for postings of the position for the combined leaves by the Commission. The Commission may then post the terms as one term position, with the additional wording "this term position may run from _____ up to _____."
- (5) The Commission may deny a permanent Employee a term position for a deferred leave of less than one (1) year for reasons of operational feasibility. Prior to denial of an application the Commission and the Union will meet to discuss all options.
- (6) The Commission will meet with the Union to discuss all options prior to the denial of any deferred leave and will endeavour to allow deferred leaves if operationally feasible.
- (7) These changes to the administration of the deferred leave plan will be considered a pilot project and will be evaluated by the Commission and the Union at labour/management meetings. The Labour Management Relations Committee will develop the criteria and process for evaluation.
- (8) The Commission and the Union recognize that deferred leaves are a benefit to the health and welfare of Employees and are committed to facilitating deferred leaves for Employees that allows for operational requirements of the Commission. Approval for deferred leaves will not be unreasonably denied.

APPENDIX "J" – Employee Assistance Plan (EAP/EFAP)

The Employer will provide and maintain access to an Employee Assistance Plan, and this Plan will be made available to all Employees. The Union and the Commission agree to continue to jointly administer an Employee Assistance Plan for the benefit of Employees. The Employee Assistance Plan shall be funded by the Commission to an annual maximum cost of \$8,000.00. Should the cost exceed \$8,000.00, the excess would be covered through the Benefit Plan Surplus Fund. The terms and conditions of the Plan shall be as contained in the Plan documents as amended from time to time by mutual agreement between the parties.

APPENDIX “K” – Employment Equity

Notwithstanding Article 6, Human Rights, of the Collective Agreement, the Commission and the Union agree to cooperate in formulating and implementing an Employment Equity Program in accordance with the following:

The parties are committed to the concept of employment equity and the development and implementation of an Employment Equity Program.

A Joint Employment Equity Committee comprised of two representatives of the Commission and two representatives of the Union shall be struck. The salary and expenses of the two Union representatives for meetings of the Joint Employment Equity Committee shall be paid by the Commission.

The Joint Committee shall meet and develop an Employment Equity Program. The Committee will obtain approval of the program by the respective parties and will then jointly seek the approval of the Saskatchewan Human Rights Commission.

The Employment Equity Program shall be in accordance with the following statement of principles:

STATEMENT OF PRINCIPLES

The program shall enhance employment opportunities and equality of treatment for persons of Native ancestry, persons of a visible minority, persons with physical disabilities and women.

The program will deal with the identification, elimination and prevention of discriminatory policies, practices and barriers, and may introduce measures to redress the effects of past practices and to accelerate proportional representation of the target groups throughout the service.

To this end the Committee will develop specific strategies to deal with the under-representation of persons of Native ancestry, persons of a visible minority and persons with physical disabilities generally in the service, and of women in non-traditional classifications in the service.

The Joint Employment Equity Committee will oversee and participate in the conceptualization, development and implementation of the employment equity program in accordance with the following Terms of Reference.

TERMS OF REFERENCE FOR THE JOINT EMPLOYMENT EQUITY COMMITTEE

Develop an Employment Equity Program which:

- impacts on all Employees and positions;
- contains a structure for program implementation, evaluation and revision that:
 - involves the Union;
 - ensures ongoing monitoring and evaluation of the program; and
 - includes realistic goals and time frames.

Provide for input by interested individuals and groups during program development.

Identify and discuss issues and initiatives and make recommendations for their inclusion in the program or for further research, analysis and investigation. The issues and initiatives may include, but would not be restricted to the following:

- educational and awareness programs;
- support mechanisms;
- training and development programs;
- special recruitment and promotional mechanisms; and
- special accommodations for persons with physical disabilities.

Conduct research and analysis as is necessary to develop the program.

APPENDIX "L" – Job-Sharing

This letter of understanding came into effect on the first of the month following the date of signing the Collective Agreement, January 1, 2005. It may be cancelled by the Commission or the Union with 60 days written notice. Job-sharing arrangements existing on the date of cancellation will continue to be subject to the conditions of this Agreement up to the date of the job-sharing arrangement termination.

- (1) **Definition:** Job-sharing is the voluntary equal sharing of the duties and responsibilities of a permanent position in a structured manner by two (2) persons, one of whom is the permanent incumbent of the position.
- (2) **Job Ownership:** The permanent Employee with the most seniority in a job-sharing arrangement shall maintain ownership of the full-time position (job), unless otherwise agreed to by the Employees.
- (3) **Explanation:** Job-sharing is intended to allow a permanent Employee to work 50% of regular monthly full-time hours in their position while maintaining status as a permanent Employee. It is intended to better accommodate the hours of work of the Employee to their personal needs. Only the permanent incumbent of a position can initiate a request to establish a job-sharing arrangement. Approval of the job-sharing request resides with the Commission; such approval will be subject to the feasibility of accommodating the request to operational requirements.
- (4) **Initiation and Approval:** The proposal to establish a job-sharing arrangement is initiated by the permanent Employee(s) through a Request for Prior Approval to their immediate Supervisor. The **Direct Manager**, in consultation with the Chief Executive Officer will review the request against operational needs. If operationally feasible, the Chief Executive Officer will approve the request. Proposals must be submitted in writing during the periods of March 1 to April 15 and September 1 to October 15. A decision will be made following each application period. The final agreement will be in writing, signed by the Employees and the Commission. A copy will be sent to the Union.
- (5) **Duration, Renewal and Termination:** An approved job-sharing arrangement shall be for a maximum of one (1) year and a minimum of three (3) months. An existing job-sharing arrangement can be renewed for additional period(s) of up to one (1) year by following the same steps set out above. After the initial renewal, the job-share shall be reviewed jointly by the Commission and the Employees as to operational feasibility. Thereafter it can be automatically renewed for additional term(s) of up to one (1) year subject to:
 - (a) Either the Employer or the incumbent may terminate the job-share by providing written notice to the parties at least 90 days prior to the renewal date.
 - (b) Upon termination of the job-sharing arrangement, the incumbent will resume full-time in the original position. The job-sharer maintains seniority rights as per the Collective Agreement but cannot initiate bumping.

The notice to terminate will be concurrently provided to the Term Employee participating in the job-sharing arrangement. By mutual agreement of the parties the **90 day** notice period may be shortened. Should the permanent incumbent vacate the position, the position shall be posted in accordance with the Collective Agreement. There shall be no posting required for any of the renewal terms.

- (6) **Staffing the Shared Position:** The job-shared position will be occupied by the permanent incumbent of the position on a reduced time basis. The permanent Employee will be permitted to reduce monthly work time to 50%. The remaining 50% of the job-shared position will be filled as a term appointment in accordance with Article 17.03 (a) of the current Collective Agreement, unless there has been an approved joint job-sharing proposal pursuant to paragraph 3. If two permanent Employees submit a joint job-sharing proposal, variations of other than 50%/50% monthly time will be considered. Where during the term of the work sharing arrangement, the employment of the term participant terminates, the permanent incumbent will be required to resume working regular hours pending the appointment of a replacement Term Employee.
- (7) **Responsibility/Accountability:** The job-sharing Employees are jointly responsible and accountable for all aspects of the job duties. Variations of this must be approved by the Commission to ensure operational needs are met.
- (8) **Scheduling:** Scheduling is to be determined by the job-sharing Employees in accordance with the job-sharing proposal requested in paragraph 3. Once approved, requests for variations must be submitted to the **Direct Manager** and approved by the Chief Executive Officer. No overtime (either pay or time in lieu) shall be paid for the period when the two job-sharing participants engage in the normal exchange of work information to facilitate the job-sharing arrangement.
- (9) **Reversion Rights:** On termination of the job-sharing arrangement, the permanent incumbent Employee will revert to regular full-time hours of the position occupied and any other permanent Employee will revert to their permanent position. The Term Employee will be terminated.
- (10) **Workload:** A job-sharing arrangement is not intended as a means to increase or decrease workload. In establishing a job-sharing arrangement, it is expected the regular workload for the position will be maintained.
- (11) **Extended Absences:** If one participant is on an extended absence due to illness or on an approved leave of absence, it is expected that the other participant will cover the period of the absence, up to the balance of the term of the job-sharing arrangement. Should it not be possible for the other participant to cover the period, the job shall revert to full-time status.
- (12) **Conditions of Employment for Permanent Employees:** The following illustrates the application of the proposed job-sharing arrangement:
 - Salary – earned on a *pro rata* basis
 - Vacation Leave – earned and expended on a *pro rata* basis; vacation schedule must be approved by the **Direct Manager**
 - Sick Leave – earned and expended on a *pro rata* basis
 - Seniority – earned as if full-time (Article 15.01)
 - Increments, where applicable – earned on a *pro rata* basis
 - Review for Permanent Employees on Probation or Trial period – a permanent Employee will be required to serve an equivalent amount of work time equal to that of a regular full-time Employee in the same class of positions. Each participant of the job-sharing arrangement will be evaluated separately.
 - Designated Holidays – referred to in Article 20.01, paid for in the monthly salary and included in the reduced monthly salary at the appropriate percentage in accordance with *The Saskatchewan Employment Act*.

- Earned Days Off
 - Administrative Assistants and Receptionists are not eligible for alternate hours of work and therefore, EDOs will not continue. Employees in these classifications in job-sharing arrangements are paid for all actual hours worked.
 - Legal Assistants and Lawyers who are in job-sharing arrangements will be eligible for prorated EDOs based on their percentage of job-share hours.
 - Overtime – for those classes of positions eligible for overtime, as in accordance with Article 19, pay will be made when the hours exceed the normal full-time hours for the class of positions.
 - Payment of Professional Fees/Insurance – the Commission will pay on a *pro rata* basis, the participants will be responsible for the balance.
 - Pension – the permanent Employee(s) will make *pro rata* contributions relative to time worked, which is matched by the Commission.
 - Group Benefit Plans – coverage for permanent Employees job-sharing on a regular basis will be subject to the policy and:
 - Life, AD&D, LTD: based on actual salary paid for the part-time work
 - Extended Health & Dental: same as for full-time Employees.
 - A permanent Employee on probation will not be entitled to job-share.
 - Article 22.06 of the current Collective Agreement will not apply.
- (13) The terms, conditions and benefits of employment for the term participant in the job-sharing arrangement will be as set out in the Collective Agreement except that during the term of a job-share, the Term Employee cannot bid on other term positions, but may use their seniority to bid for permanent positions.
- (14) The Commission shall not be required to assume cumulative costs beyond that of one full-time permanent position, CPP and EI premiums and pension benefits excepted.

**Saskatchewan Legal Aid Commission
Supporting Information for Job-Sharing Proposal**

Name of Permanent Employee Initiating Proposal:

Classification:

Is there another Permanent Employee who has expressed an interest in job-sharing? If yes, who?

(Optional) Is this a joint proposal?

*Please complete the information as fully as possible, as this will be the basis for the **Direct Manager** and/or CEO to determine if the proposal is operationally feasible.*

- (1) What are your current duties/responsibilities? (i.e. currently practice criminal law only; have accounting responsibilities; act a key resource for office, etc.)
- (2) How will the sharing of responsibilities be designated?
- (3) How will monthly hours of work be scheduled/arranged (i.e. one (1) week on/one (1) week off; two (2) days; 3/2 and 3/2 days split over two (2) weeks; 22 days on/22 days off; other)?
- (4) How will caseload/workload be shared or distributed? (consider professional conflict of interest, new intakes, existing files, setting of trial dates, communication with clients when one job-sharing participant is not there, etc.)
- (5) Given that this is to be a job-sharing arrangement, describe how the physical arrangements in the office will function (sharing of offices, desks, chairs, computers, file cabinets, voice mail, telephone, parking, etc.)
- (6) How will the job-sharers communicate between themselves, Supervisors and with co-workers and clients? (i.e. work in progress journals, logs)
- (7) Reporting lines: How will direction and reporting of the sharers be structured; will they both attend meetings? will they jointly make reports? how will they share information?
- (8) Conflict: What is the likelihood of conflicts of personality, of goals, or of methods between the sharers; how will these be resolved?
- (9) It is anticipated that job-sharers will cover for each other. How will work be covered during vacations (will sharers take vacation at the same time?), sick leave, other short-term leaves or for extended leaves?
- (10) Back-up Availability: If work was generated by one sharer, who is in charge if that person is not physically at work?

I / We have read the Job-Share Letter of Understanding attached to the Collective Bargaining Agreement and understand that the terms of the letter apply to all job-sharers. I / We understand that other pertinent information may be requested or provided.

Signature

Date

Signature (if joint proposal)

Date

(Optional: for evaluation of the job-share situation)
Reason for the job-share proposal:

Anticipated Advantages for the Employee:
Anticipated Advantages for the Saskatchewan Legal Aid Commission:

APPENDIX "M" – Workload Committee

The parties will establish a Working Committee, under the Labour Management Relations Committee. This Working Committee will review, analyze and develop options to address the workload issues. The findings and options of this Working Committee will be presented to the members of the Saskatchewan Legal Aid Commission for their deliberation and use for budgetary and justification purposes.

The Terms of Reference for this Committee will be developed by the Labour Management Relations Committee in conjunction with the Workload Committee.

When participating in the Working Committee there shall be no loss of wages or benefits.

APPENDIX "N" – Second Language Requirements and Northern Working Conditions

1. When the Employer includes a second language requirement in a job posting, subsequent remuneration for such **shall be dealt with at the Labour Management Relations Committee**; and
2. A sub-committee of the Labour Management **Relations** Committee shall be established to study the northern working conditions. This Committee shall prepare an annual report and recommendations for the Labour/Management **Relations** Committee.

APPENDIX "O" – Dispute Resolution Options

Preamble:

The parties agree the best resolution of a dispute is one worked out between the parties without recourse to a third party.

The parties will approach grievances from the point of view of:

- (1) Attempting to ascertain the facts and negotiate a resolution.
- (2) Failing resolution by negotiation, agreeing to a joint statement of facts.
- (3) Based on the joint statement of facts, determine the appropriate course of action to resolve the matter from these three options.
 - (i) Grievance Mediation
 - (ii) Case Management
 - (iii) Expedited Arbitration

Failure to resolve a grievance through the Steps in Article 10, the parties may agree to any other dispute resolution mechanism with a view to resolving the grievance prior to, or following, any grievance being referred to arbitration as outlined in Article 11.

(I) GRIEVANCE MEDIATION

This provision can be adjusted by mutual agreement of the parties.

Grievances Appropriate for Mediation

- Where a grievance seeks individual settlement, i.e. settlement applies to one ~~(4)~~ grievor and would not result in a similar claim by another Employee. By mutual agreement between the parties, Grievance Mediation may be used for other kinds of grievances, i.e. group grievances.
- Grievance mediation is appropriate where there are a range of possible solutions to the concerns raised in the grievance.

Grievance Mediation is normally not appropriate for policy grievances, complex cases, or where other Employees would have a similar claim resulting from the settlement.

Role of the Mediator

- To assist the parties to achieve a mutually acceptable resolution of the grievance.

The parties will equally share the cost of fees and expenses of the Mediator.

Provision of Information Prior to the Mediation

- The Mediator will be provided with a copy of the grievance and a copy of the Collective Agreement at least five (5) days prior to the mediation.

Rules Applicable to Grievance Mediation

- Rules of evidence do not apply, and proceedings are informal; the grievor and management respondent participate in the process.
- Any document provided prior to, or during the mediation, will be returned to the issuing party at the end of the mediation.
- Unless the parties agree otherwise, settlements reached at mediation will not be considered a precedent and will not be raised in support of any future case.
- Anything said or done at any mediation cannot be used against a party in any subsequent arbitration.
- If no settlement is reached, the parties may proceed to another dispute resolution option or arbitration.
- A Mediator cannot serve as the Arbitrator should the case be referred to arbitration and is not a compellable witness in that arbitration or any hearing on the matter by the Labour Relations Board.
- No transcript or record of the mediation is kept by the Mediator other than that the mediation occurred, when, where, as well as the parties, the issue in dispute and whether settlement was achieved.
- If there is no settlement, the Mediator will provide an advisory opinion as to the likely outcome, if the matter is advanced to arbitration given precedent and arbitral norms.
- The parties to the mediation will have the authority to conclude a settlement at the mediation.
- Attendees to the mediation include the Grievor, the Manager respondent, the Local Steward, the Ministry of Labour Relations consultant and the spokesperson for the Union and management. Additional persons may attend by mutual consent.
- Mediation will normally occur at the worksite or at the Union or Employer's premises. The parties will jointly share the costs of mediation.

Grievance Mediation Process

- Brief introduction by the Mediator (concept, process, ground rules, questions).
- Mediator presented with the issue in dispute AND a joint statement of facts prepared in advance of the hearing by the parties.
- Description of Grievance:
 - Party submitting the grievance, normally the Union, briefly outlines the circumstances resulting in the grievance. Relevant Collective Agreement provisions are cited, as well as its position on the matter.
 - The grievor is given the opportunity to make additional comment.
 - The respondent, normally a Labour Relations Representative, provides additional details regarding the circumstances resulting in the grievance, relevant Collective Agreement provisions and its position on the matter.
 - The Manager affected by the grievance is given the opportunity to make additional comment.
 - The Mediator may ask additional questions of the parties to obtain clarification on any matter.

- **Private Caucus:**
 - The parties will be separated. Alternately meeting privately with the parties, the Mediator seeks to identify underlying interests, concerns and differences and seeks possible resolutions of the grievance.
 - The Mediator will not reveal any information or position given by the parties in confidence without permission; the Mediator may advance any position as their private recommendation to either party.
- **Reconvening the Parties:**
 - Once agreement is reached via private discussions, or no agreement is possible, parties are reconvened by the Mediator.
 - If agreement is reached, the terms of settlement are put in writing and signed by the parties.
 - If no agreement is possible, the Mediator will orally set out respective positions, points of difference and provide an advisory opinion as to likely outcome if case referred to arbitration.
- **Allowable Time Limit:**
 - Normally three (3) hours; an extension will be allowed by joint agreement of the parties.
 - The Mediator may call a halt to mediation where it appears resolution is not likely.

(II) CASE MANAGEMENT

Preamble:

The parties may agree to utilize case management after Step 2 of the grievance procedure. The settlement applies only to the grievance being heard and shall have no precedential value and shall not thereafter be referred to by the parties in respect of any other matter in any other setting.

The parties agree the best resolution of a dispute is one worked out between the parties without recourse to a third party.

The parties will approach grievances from the point of view of:

- (1) Attempting to ascertain the facts and negotiate a resolution.
- (2) Failing resolution by negotiation, agreeing to a joint statement of facts.
- (3) Based on the joint statement of facts, determine the appropriate course of action to resolve the matter from these three options.

In the interest of expediting grievance handling, the parties agree to the following dispute resolution process.

Case Management Process:

- **No outside legal counsel will be used by either party.**
- **The agreed to Arbitrator will hear all case management presentations.**
- **Union Representation: Labour Relations Officer (LRO) and Shop Steward/Negotiating Committee Representative and grievor (if required).**
- **Employer Representation: Labour Relations Consultant or Director and Human Resources and Manager (if required).**
- **Other participants/observers as agreed by the parties.**
- **The parties will determine the grievances they wish to put forward to case management.**

Documents tabled with the Arbitrator:

- **Relevant Collective Bargaining Agreement;**
- **Grievance statement;**
- **Agreed statement of facts;**
- **Other relevant information;**
- **Any cases that parties intend to rely on that are unique to Saskatchewan;**
- **A Case Management Document reflecting each party's position and argument (typically one to six pages);**
- **The exact issue that the parties want decided; and**
- **The number of cases scheduled in one day will be determined on the complexity of each case.**

Procedure Guidelines:

- **Documents tabled;**
- **Presentation of Case Management Document;**
- **General rules of evidence are not strictly applied, except rules on "onus";**
- **Parties must discuss evidence prior to hearing, in order to expedite the hearing;**
- **Arbitrator may propose a possible resolution to the parties prior to issuing an award;**
- **The decision of the Arbitrator will be final and binding on the parties;**
- **The parties will equally share the cost of fees and expenses of the Arbitrator; and**
- **The grievance may be removed from Case Management Process at any time, prior to the hearing.**

(III) EXPEDITED ARBITRATION

Preamble:

The parties may agree to utilize case management after Step 2 of the grievance procedure. The settlement applies only to the grievance being heard and shall have no precedential value and shall not thereafter be referred to by the parties in respect of any other matter in any other setting.

In the interest of expediting grievance handling, the parties agree to the following dispute resolution process.

Grievances Appropriate for Expedited Arbitration

- Unless otherwise agreed by the parties, only grievances that seek an individual settlement, i.e. settlement applies only to the grievor, would not result in a similar claim by other Employees, shall have no precedential value and shall not thereafter be referred to by the parties in respect of any other matter in any other setting.
- Concerns with grievances that involve the interpretation and application, or alleged violation, of the Collective Agreement, i.e. grievances that are arbitral.
- Where there is a limited range of solutions, or single solution, to the concern raised in the grievance.

Where mutually agreed upon by the parties that a case be expeditiously arbitrated, a single Arbitrator will act on the matter. Any Arbitrator must have served as the chairperson of an arbitration board.

Expedited Arbitration Process

- No outside legal counsel used by either party:
 - Union: Staff Representative or Elected Official
 - Employer: Labour Relations Consultant or Director
- Documents tabled with Arbitrator:
 - Collective Bargaining Agreement;
 - Grievance statement;
 - Agreed statement of facts;
 - Any cases that parties intend to rely on (limit five from each);
 - A brief statement of each party's position and argument (one page each); and
 - The exact issue that the parties want decided
- Maximum number of cases to be scheduled in one day are two.
- Maximum time allotted to hear each case is three (3) hours. The parties will endeavour to abide by this time limit; extensions may occur by mutual agreement.

- **Procedure guidelines:**
 - Documents tabled;
 - Brief opening statement by each of the parties;
 - Witnesses (maximum two per party), examined, cross-examined and questioned by Arbitrator;
 - Final argument (Brown and Beatty, or similar texts may be cited);
 - General rules of evidence are not strictly applied, except rules of "onus";
 - Parties **must** discuss evidence prior to hearing, in order to expedite the hearing.
 - Once the Arbitrator has indicated the direction of the likely decision, parties **may** request an adjournment to attempt to work out the exact terms of the resolution (the decision).
 - Arbitrator **may** attempt to mediate, i.e. propose a possible resolution, if the parties agree and if the case has not previously been through the mediation process.
 - Arbitrator **may** issue a verbal decision immediately. Within five (5) working days a written decision **shall** be rendered, setting out the reasons which the Arbitrator deems necessary to convey a decision. Decision and reasons are limited to two pages. The decision of the single Arbitrator will be final and binding on the parties.
 - The parties will equally share the cost of fees and expenses of the Arbitrator.
 - The grievance may be removed from the expedited process at any time, prior to the expedited hearing.

Failing agreement on any of the previous dispute resolution options the parties may agree to utilize arbitration proceedings per Article 11.