

MODEL LANGUAGE

UNION LEAVE

Union Leave

Any duly authorized representative of the Union shall suffer no loss of salary or benefits for time absent from duties for the purpose of attendance at any meetings that have been mutually agreed to between the parties to this Agreement or for attending negotiations, grievance meetings and investigative and arbitration proceedings.

In the event any members of the Union are appointed delegates to attend conventions, conferences and meetings in connection with Union affairs, they shall, provided they have given reasonable notice in writing to the Employer, be granted leave of absence without pay to attend same. However, the Employer agrees to continue in force payment of regular salary and benefits and the Union agrees to reimburse the Employer 100% of cost of salary and benefits.

Where possible the Employer will schedule a substitute employee to replace all employees on approved union leave.

Negotiation Leave

The Union shall appoint a Bargaining Committee to represent the Employees in negotiations with a Bargaining Committee of the Board. The Union shall give advance notice to the Board as to the personnel of its Bargaining Committee or any changes thereto.

The Bargaining Committees will meet to conduct negotiations during working hours. A maximum of ten (10) members of the Union's bargaining committee shall suffer no loss of pay or benefits provided by this agreement for the time so spent.

The Employer will schedule substitute employee for coverage for all employees on negotiation leave.

Union Representation Compensation

Employees who are elected to represent CUPE shall suffer no loss of pay for attending negotiations, grievance and arbitration proceedings.

Wage Reimbursement

The Employer will provide reimbursement of the maximum annual salary identified in the Collective Agreement, to Departments as designated by the union, in order for the Employer to hire substitute employees to cover those employees who are required to represent the union at meetings. The Union will advise the Employer of the amount of the payments and the departments to which the payments should be directed.

Leave for a Union Position

An employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated shall be granted leave of absence without pay but without loss of seniority for a period of up to one (1) year. Such leave may be renewed each year during the term of office.

Union Office Space

The Employer agrees to provide the Union with reasonable office space on the premises. However, the Employer reserves the right, in the event of a work stoppage, to require the Union to vacate such premises on campus within twenty-four hours. The Union shall return to its former premises immediately after the work stoppage is over. The privacy of Union information will be closely maintained and the Union will be able to arrange access to its former premises for the purpose of removing its property by contacting Human Resources.

Space for Meetings

The Employer agrees to allow the Union to hold meetings and educational functions and to conduct Union business at the Employer's premises. The Employer will make space available for such functions subject to normal scheduling restrictions.

BEST EXISING LANGUAGE - UNION LEAVE

L8443 – SASKATOON PUBLIC SCHOOL DIVISION

27:01 Leave of Absence For Full-Time Union Positions:

- (a) An employee who is elected or selected for a full-time position with the Union that is not within the scope of Saskatoon Public Schools, shall be granted leave of absence for a period of one year. Such employee shall receive pay and benefits as provided in this Agreement, but the Union shall reimburse the Board for all pay and benefits during the period of absence.

- (b) Upon the request of CUPE Local 8443 or the employee, such leave shall be extended by the Board for one additional year and further extension thereafter may be granted by mutual consent of the parties.
- (c) Except by mutual agreement, no more than two employees shall be entitled to such leave at any one time.
- (d) Upon request to the Board, the President or Union designate of CUPE 8443 shall be granted up to a 1.0 leave of absence for one year provided the Union reimburse the Board for all pay and benefits during the period of absence. The Union shall submit the name of such designate or alternate annually, immediately after annual election/selection is provided for.

27:02 Union Leave:

- (a) Where possible and upon request to the Superintendent of Human Resources, five (5) working days in advance, employees elected or appointed to represent the Union at conventions, educational workshops or other Union business, may be allowed a leave of absence without loss of pay or benefits. The Union shall reimburse the Board for all pay and benefits during the period of absence.
- (b) A Union representative shall be granted up to one (1) day per month for union business without loss of pay or benefits. The Union shall reimburse the Board for all pay and benefits during the period of absence.
- (c) Representatives of the Union who are attending meetings during regularly scheduled hours, at the request of, and, with representatives of the Board and/or administration, shall do so without loss of pay or benefits.
- (d) The Union President or designate may be granted leave for Union business without loss of pay or benefits. The Union shall reimburse the Board for all pay and benefits during the period of absence.

27:03 Negotiation Leave:

An employee certified as a representative of the Union Local 8443, shall suffer no loss in salary for time absent from duties for the purpose of:

- (a) Participation in negotiations with the Board or its representatives. The number of employee representatives shall not exceed seven (7).
- (b) Participation in grievance, conciliation or arbitration proceedings on matters arising from this Agreement. Payment for attendance at arbitration hearings shall be limited to three (3) employees (excluding witnesses).