

Collective Agreement

Between

Palliser Regional Library

And

Canadian Union of Public Employees

Local 9-01



January 1, 2022 to December 31, 2024

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ARTICLE 1 – PREAMBLE

- 1.01** Whereas by an order made by the Labour Relations Board of the Province of Saskatchewan, dated 25 February 1961, the union of the SECOND PART herein was declared to be the collective bargaining agent of the employees of the Palliser Regional Library Board, in the City of Moose Jaw, Province of Saskatchewan under the charge of the employer of the FIRST PART;
- 1.02** And whereas, in the interest of both parties, it is desirable to promote co-operation and understanding between the board and its staff, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages, to encourage economy of operation and to promote the morale, well-being and security of all employees in the Palliser Regional Library;

Therefore, both parties are in agreement with the following:

ARTICLE 2 – SCOPE

2.01 Scope

Both parties mutually agree that this agreement shall cover all employees employed by the Palliser Regional Library Board, except:

the Director, Systems Librarian/Assistant Director, Rural Branch Manager, Office Manager, Head Librarian of the Moose Jaw Branch, the Assistant Head Librarian of the Moose Jaw Branch, the Children's Librarian of the Moose Jaw Branch, substitute/casual staff, and temporary job placements whose salaries are funded in whole or in part by governments or agencies other than the Palliser Regional Library Board.

2.02 No Discrimination

The board agrees that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, discharge, or otherwise by reason of age, race, or perceived race, ancestry, nationality, creed, colour, national origin, political or religious affiliation, sex or marital status, sexual orientation, gender identity, place of origin, family status, disability, place of residence, nor by reason of the employee's membership or activity in the union, or any other reason.

2.03 Work of the Bargaining Unit

Board employees whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for purposes of instruction, or when regular employees are not available.

2.04 Contracting Out

Before work longer than a period of time in excess of thirty-two (32) calendar days is considered for contracting out, or existing contracts renewed, the Palliser Regional Library Board will provide written notice to the union advising of its intentions and offer to meet to discuss any concerns that might be brought forward. Notification will include a description of the contract work, timeframes and a brief rationale.

The employer will provide all relevant information requested. Discussion will include an objective review of efficiencies expected as well as cost. If contracting out does occur, the board shall endeavour to ensure that no members of the bargaining unit are laid off or have their hours reduced as a result of this contracting out.

2.05 Definition of Board

It is agreed that in this agreement, "board" includes the Palliser Regional Library Executive Committee, any committee designated by the executive committee, or management acting on behalf of the board.

2.06 Temporary Work Experience or Field Placements

Where possible, the board will provide experience and temporary job placement for job development projects, field training and summer employment to a maximum of four (4) months provided that no bargaining unit job will be jeopardized.

2.07 Full-Time Employee

A full-time employee means any employee who has been hired to fill a designated full-time position for which regular working hours are **thirty-six and one half (36 ½)** hours a week.

2.08 Part-Time Employee

A part-time employee means any employee who has been hired to fill a designated part-time position but may work up to full-time hours.

2.09 Temporary Employee

A temporary employee means an employee hired internally or externally to temporarily replace another employee or fill a term position for a specified period of time.

2.10 Substitute/Casual Staff Definition

Substitute/casual staff are individuals who work on an infrequent call-in basis when no regular employees are available.

ARTICLE 3 – RECOGNITION AND NEGOTIATIONS

- 3.01** The board, or any persons authorized to act on its behalf, recognizes the Canadian Union of Public Employees (CUPE), Local 9, as the sole collective bargaining agency for its employees classified and covered by the terms and conditions of this agreement, and hereby consents and agrees to negotiate with the union, or its representatives hereof, in any and all matters affecting the relationship between the parties to this agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.
- 3.02** The board shall be informed by the union and recognize for the purposes of negotiations, the current appointments of the union officers.
- 3.03** Executive members of the library bargaining unit of the union shall report to their **out-of-scope manager or designate** and request, in writing or via e-mail, permission to leave their work for the purpose of attending management-employee relations meeting. They shall indicate the expected duration of the meeting and destination and report to their respective out-of-scope manager or designate upon their return.
- 3.04** Where permission has been granted to representatives of the union to leave their employment for the purpose of attending any meeting called by the board, they shall suffer no loss of pay.
- 3.05** No employee covered by the agreement shall be required or permitted to make a written or verbal agreement with the employer or its representative which may conflict with the terms of this collective agreement, other than those sanctioned by the union.

ARTICLE 4 – UNION SECURITY

- 4.01** Every employee who is now or hereafter becomes a member of the union shall maintain the employee's membership in the union as a condition of the employee's employment.
- 4.02** Every new employee shall, within thirty (30) days after the commencement in the employee's employment, apply for and maintain membership in the union as a condition of the employee's employment.
- 4.03** A representative of the union shall be given an opportunity to meet with members during each branch workshop for a maximum of twenty (20) minutes with a minimum of two (2) weeks' notice, to provide information of interest to members.
- 4.04** Notwithstanding **Articles** 4.01 and 4.02, any employee in the bargaining unit who is not required to maintain membership or apply for and maintain membership in the union shall, as a condition of the employee's employment, tender to the union the periodic dues uniformly required to be paid by the members of the union.

ARTICLE 5 – CHECK-OFF OF UNION DUES

- 5.01** Upon written authorization from the employee, the board agrees to deduct from every employee any monthly union dues in accordance with the union by-laws, and owing by **the employee** to the union.
- 5.02** Deductions will be made from each bi-weekly pay period and shall be forwarded to the National Union not later than the twentieth (20th) day of the month following in respect of which deductions have been made, accompanied by a list of all employees from whose wages the deductions have been made. A copy of this list will also be sent to the **secretary-treasurer** of CUPE Local 9.
- 5.03** The employer shall include the union dues paid in the previous year by each union member on the employee's T-4 slip.

ARTICLE 6 – UNION BULLETIN BOARDS

- 6.01** The employer will provide a union bulletin board at Headquarters and Moose Jaw Public Library. These boards will be located in areas that are highly visible to employees. Bulletin boards shall be used by the union to post notices; upon management request, union may be required to remove/recall select notices. In rural branches with more than one union employee, if there is not a union

bulletin board, then another mutually agreed upon and easily accessible location to store union correspondence will be established.

ARTICLE 7 – MANAGEMENT RIGHTS

7.01 The union acknowledges that it is the function of the board:

- (a) To operate and manage the library as efficiently and economically as possible in accordance with acknowledged standards of library service and practice;
- (b) To maintain order, discipline and efficiency;
- (c) To hire, classify, transfer, promote, demote and suspend, lay off and discharge for just cause, provided that the acts performed by the board shall not be contrary to the provisions contained in this agreement; provided also that a claim for discriminatory promotion, demotion, transfer or claim that an employee has been discharged or disciplined without reasonable cause shall be the subject of a grievance, and dealt with as hereinafter provided.

ARTICLE 8 – BOARD WILL ACQUAINT NEW EMPLOYEES

8.01 The board, through the director, agrees to acquaint new employees with the fact that a collective agreement is in effect, and with the conditions of employment set out in Articles 4 and 5. The board shall include a copy of the collective agreement and a list of union officers in each new employee package.

ARTICLE 9 – CORRESPONDENCE

9.01 All correspondence between the parties shall pass to and from the secretary of the board and the recording secretary of the union, with a copy to the elected executive member(s) of the library bargaining unit of the union.

9.02 Copies of all minutes approved by the Palliser Regional Library Board at monthly and annual meetings which affect the members of this union will be provided to the recording secretary of the union and the executive member(s) of the library bargaining unit of the union. The union shall have the right to make representation to the board at the next regular scheduled meeting of the board on any matter contained therein so long as the secretary to the board receives notification of this request more than one (1) week in advance of that board meeting.

- 9.03** The board shall provide an annual list to the recording secretary of CUPE Local 9 with the name, address, telephone number, **home email address**, job title and minimum hours scheduled for all employees. The board shall also notify the recording secretary of CUPE Local 9 of employees who have left the employ of the board.

ARTICLE 10 – COLLECTIVE BARGAINING

- 10.01** Negotiators shall be appointed by the board as appointees of the board and the union shall also appoint negotiators as appointees of the union. Each party will notify the other party of their nominees to the negotiating committee.
- 10.02** The union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees or such other persons as it may deem advisable when dealing or negotiating with the board.
- 10.03** The board shall have the right to have the assistance of the board's solicitor and/or such other persons as it may deem advisable.
- 10.04** In the event of either party wishing to call a meeting of the negotiating committee, the secretary of the board shall be notified. The said meeting shall be held at a time and place as shall be fixed by mutual agreement. Such meetings must be held not later than sixty (60) days after such notice being given, unless mutually agreed upon by the parties.
- 10.05** Any representative of the union on this committee, to a maximum of three (3), who is in the employ of the board shall be allowed to attend collective bargaining meetings held within working hours, without loss of salary. The above maximum will not apply in respect of meetings held outside working hours.

ARTICLE 11 – SENIORITY

- 11.01** Seniority shall be based on bargaining unit seniority since their last date of hire. Employees employed at November 10, 2018 will be ranked in order of seniority calculated on days credited for CUPE 9-01 from the date the employee last entered the service of the employer.

For the purpose of determining the seniority of two (2) or more employees who have the same bargaining unit seniority, their social insurance numbers will be used. The employee with the lowest last six (6) social insurance numbers will be considered the senior.

11.02 The board shall maintain a seniority list **online and make it available to staff and the recording secretary of the union**. It shall **also** be posted on the bulletin board in January of each year. **It shall be updated within seven (7) days of a new employee starting**. The seniority list shall show names in seniority order, date of seniority, number of current **regularly scheduled hours per pay period** and occupational classification of each employee.

11.03 An employee's seniority shall be considered broken by reason of:

- (a) Dismissal for just cause;
- (b) Voluntary resignation;
- (c) Being absent from work without leave for or **failing** to return to work after the end of an authorized leave within ten (10) calendar days, without notifying the employer. **After the ten (10) calendar days, the employee will be notified by registered mail to the last address shown in the board's records and if the employee fails to return to work within five (5) calendar days from the posting of the registered letter, the employee shall be considered to have abandoned their employment.**

Should the failure to return to work or notify the employer within the five (5) calendar days be the result of reasonable circumstances outside of the employee's control, the employee will not be considered as having abandoned their employment.

- (d) Lay-off in excess of a period of eighteen (18) months.

11.04 Notwithstanding any of the foregoing, **an employee who leaves the employ of the board because of being in active service with the Canadian Armed Forces or Reserve Force and who subsequently returns to employment with the board**, shall be granted seniority on the same basis as if that person had been continuously employed by the board **provided that the employee:**

- (a) **Returns to the employ of the board within five (5) years of leaving; and**
- (b) Returns to the employ of the board within one (1) year of discharge, hospitalization or of any subsequent **rehabilitation**.

ARTICLE 12 – LAY-OFFS AND REHIRINGS

12.01 Definition

A layoff shall be defined as an employer-initiated reduction in the workforce or a

reduction in the regular hours of work for any employee.

12.02 Lay-off and Recall by Seniority

Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of lay-off, employees shall be laid-off in the reverse order of their seniority within the classification and branch affected.

12.03 Notice of Lay-off

(a) The minimum written notice of lay-off shall be given as per the following schedule:

<u>Period of Employment</u>	<u>Notice</u>
• More than 13 consecutive weeks but 1 year or less	1 week
• More than 1 year but 3 years or less	2 weeks
• More than 3 years but 5 years or less	4 weeks
• More than 5 years but 10 years or less	6 weeks
• More than 10 years	8 weeks

(b) A representative of the employer and the union shall meet with the affected employee(s) to give them their written notice of lay-off and review their options. Employee(s) being bumped by a more senior employee shall also be given appropriate notice and be met with the same manner.

(c) The laid off employee(s) will be given the following options:

(i) The employee(s) may choose to bump a less senior employee and be placed on the recall list in accordance with Article 12.05 (g) and Article 12.04 – Bumping Rights;

(ii) The employee(s) may accept layoff and be placed on the recall list in accordance with Article 12.05 – Recall;

(iii) The employee(s) may resign and receive any benefits to which they are entitled under the terms of the collective agreement.

(d) The employee(s) shall contact the employer, in writing, with a decision within seven (7) calendar days.

12.04 Bumping Rights

- (a) An employee laid-off or going to be laid-off for a period of four (4) or more weeks shall be given the opportunity of displacing an employee with less seniority in the same or lower classification and with the same or closest percentage of hours of work, provided the employee involved has the qualifications and ability to perform the work in a competent manner within a six (6) week period.
- (b) Bumping rights do not extend to positions of higher pay grades, or from part-time positions to full-time positions as defined in Article 2 of this agreement.
- (c) When bumping into a new position due to a layoff, an employee shall be given up to the equivalent of one (1) week's regularly scheduled hours of work, for orientation to familiarize the employee with duties and expectations of the new position.

12.05 Recall

- (a) There shall be an onus on an employee whose name is placed on the recall list to identify in writing to the employer and their administrative head, any classification, geographic or other restriction(s) they wish to place on their recall rights.
- (b) New employees shall not be hired until those laid off have been given an opportunity of recall.
- (c) An employee who is on the recall list shall be eligible to remain on the list for a period of eighteen (18) months unless their name is removed from the list by the application of other articles of this collective agreement. In any event, an employee's name shall be removed from the list after eighteen (18) months.
- (d) The senior employee on the recall list shall have the right, prior to the application of Article 13 – Vacancies, to be recalled into a vacancy under the following conditions:

Note: A part-time employee cannot be recalled into a full-time position.

- (i) Action to fill the vacancy is initiated by management.
- (ii) The vacancy is in a classification that is at the same, or lower pay level, as was the employee's classification immediately prior to the employee being placed on the recall list.

- (iii) The employee has the ability and qualifications to perform the duties of the vacancy.
- (e) When there is an increase in the workforce after a lay-off, an employee will be recalled to work **first by email to expedite the recall process. If there is no response, the employee will be recalled** by registered mail to the last address shown on the board's records. It shall be the responsibility of all employees, including those laid off, to keep the employer advised of their current address, telephone number, **and email**.
- (f) The employee concerned must notify the board of the employee's acceptance or refusal of the employment offer in writing within **ten (10)** days from the date of the posting of the registered letter. If the employee fails to report for work at the time requested in the registered letter, they shall be deemed to have forfeited seniority except:
 - (i) On two (2) occasions, an employee may choose to decline a position or fail to respond to an offer of employment in a position which has fewer hours or a lower hourly rate of pay than the position they held at the time of the employee's layoff. In the event an employee exercises this option, they will remain on the recall list subject to (c) above.
 - (ii) Refusal of recall into a temporary position shall not be deemed one of the two allowable refusals in (i) above.
 - (iii) An employee on the recall list due to layoff who rejects three (3) call backs within eighteen (18) months shall have their name removed from the recall list.
- (g) An employee on the recall list who takes a position with lower pay or fewer hours than what they held previous to the lay-off will have their name remain on the recall list for the last position in which they held permanent status for the balance of the eighteen (18) month period.
- (h) A permanent employee who is appointed from the recall list and does not qualify in their probationary period shall be returned to the recall list for the balance of the eighteen (18) month period.
- (i) Employees on the recall list for reasons other than layoff (e.g. Long-Term Disability or Workers' Compensation) who refuses to accept an offer of employment under conditions previously indicated as acceptable, shall have their name removed from the recall list.

12.06 Benefit Premiums on Layoff

In the event an employee working a minimum of **fifteen (15)** hours per week or more is laid off or bumps into a part-time position with fewer hours, the employer shall continue to pay the employer's portion of benefits premiums to the end of the second month from the date the layoff or bump occurred (i.e. Laid off December 20 the benefits will cease January 31), provided the employee would continue to qualify for benefits under the current plan. Thereafter, the employee may continue said benefit plan by prepaying the entire premium cost in a manner acceptable to the employer.

ARTICLE 13 – VACANCIES

13.01 (a) Vacancies

When a vacancy occurs or a new position is created, the employer shall notify the union **within ten (10) working days**.

(b) Job Postings

The employer shall notify the union and post the notice of the position at each facility for seven (7) full days. Such posting shall contain the following information: nature of position, qualifications, required knowledge and education, skills, hours of work, wage or salary rate or range.

(c) No Outside Applications

No outside applications for any positions shall be considered until the applications of present employees have been fully processed.

(d) Appointments

Both parties recognize that job opportunity should increase in proportion to length of service. Therefore, in making staff changes, transfers or promotions appointment shall be awarded to the applicant with the greatest seniority, having the sufficient education, training, skill and ability to efficiently perform the work involved in accordance with Article 13.01 (b).

13.02 An employee shall be allowed a trial period of four (4) weeks after being accepted to fill a vacancy. If not considered capable within this period, the employee shall be returned to the position formerly held without loss of seniority and at the former rate of pay. An employee may request to be returned to the former position within the four (4) week trial period without loss of seniority and at the former rate of pay. Employees promoted to a different position, (i.e.

clerical to paraprofessional) or voluntarily transferring shall be on probation in the new position for a period of four (4) months.

13.03 All new employees shall be on probation for the first six (6) months of employment, except for Librarian 1 or Librarian 2, Branch Librarian 2, Branch Librarian 3, Rural Library Technician 1 and Rural Library Technician 2 positions which require one (1) years' probation. If an employee's services have been satisfactory during this probationary period, seniority shall be considered to date from the time of the original date of employment. This provision shall not affect the obligation of employees under Article 4 of this agreement.

During the probationary period employees shall be entitled to all rights and benefits of this agreement except with respect to:

- Discharge for reasons of just cause;
- Benefits with mandatory waiting periods.

13.04 Appointments to vacancies shall be posted on the bulletin board. A copy of all appointments will be forwarded to the recording secretary of the union and the executive member(s) of the library bargaining unit of the union.

13.05 Where new positions are created or current positions are reclassified within the scope of this agreement, the board will advise the union, in writing, in advance of the nature of the position and the proposed wage or salary rate. The union may request a review of the classification of the position. In the event that the union disagrees with the proposed rate, then the rate shall be negotiated between the board and the union.

13.06 When the union and/or an employee believe a position has changed significantly and is incorrectly classified, the union and/or employee may request a review of the position. The board shall respond in writing to the union and/or employee within sixty (60) days of the request. In the event the union disagrees with the proposed rate, then the rate shall be negotiated. In the event the position is classified at a higher rate of pay, the new rate shall become retroactive to the date of the request for review. In no case shall the employee's rate of pay be reduced.

13.07 The union shall be notified of the successful applicant and given a list of other applicants from the bargaining unit.

- Any extension of time for the bulletining of positions, as long as a qualified person has applied, must be approved by the union;
- Vacancies shall be filled immediately after the job has been bulletined for seven (7) full days as required; **and**

- All positions shall be filled within three (3) months, or the union shall be notified in writing why the position has not been filled.

13.08 Vacancies arising from retirement, if to be filled, shall be posted at least thirty (30) calendar days prior to the employee's announced retirement date unless mutually agreed otherwise between the employer and the union because of extenuating circumstances.

13.09 Temporary Postings

If the board determines that a temporary vacancy needs to be filled, the following shall apply:

- (a) Short-term (up to eight (8) weeks) The position will be filled by calling in part-time employees in order of seniority in accordance with **Article 13.01**.
- (b) Long-term (eight (8) weeks or longer). The position will be posted and filled in accordance with **Article 13.01**.

ARTICLE 14 – GRIEVANCE PROCEDURE

14.01 A grievance shall be defined as a difference or dispute between the employer and any employee(s) or the union arising as a result of the appropriateness of discipline or the interpretation, application, administration or alleged violation of this collective agreement and its letters of understanding. An earnest effort shall be made by both parties to resolve the issue or concern before it becomes a formal grievance.

14.02 If an employee has a grievance with the board, they shall bring the issue to attention of the union. The grievance shall be handled as follows:

Step One

If the union considers the grievance to be justified, the union shall, within fourteen (14) calendar days of the occurrence causing the grievance, refer the grievance to the employee's immediate out-of-scope manager or designate who will render a decision within fourteen (14) calendar days.

Step Two

If no settlement is reached in Step One, the union shall within **ten (10)** calendar days take the matter up with the director or designate, who shall render a decision within **ten (10)** calendar days.

Step Three

Failing agreement being reached in Step Two, the union shall within fourteen (14) calendar days take the matter up with the appropriate committee of the executive committee who shall render a decision within fourteen (14) calendar days.

Step Four

If the union is not satisfied with the decision at Step Three, then such grievance may be submitted within the next twenty-one (21) calendar days to the arbitration, or the grievance mediation process as set out in *The Saskatchewan Employment Act*.

- 14.03** Where a dispute involving a question of general application or interpretation occurs, the director, executive committee of the Palliser Regional Library Board, or appropriate sub-committee, and the union may agree to by-pass Step One of this article.
- 14.04** Replies to the grievance shall be in writing at all stages.
- 14.05** Grievances settled satisfactorily within the time allowed shall date from the time that the grievance was filed.
- 14.06** The board will supply the necessary facilities for the grievance meetings.
- 14.07** At any step of the grievance procedure, the union and the board shall be limited to three (3) representatives that may participate in the hearing. Whenever possible, at least one (1) union representative shall be a member of the library bargaining unit.
- 14.08** The time limits fixed in the grievance procedure may be extended by consent of the parties to this agreement.
- 14.09** At any stage of the grievance procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses and all reasonable arrangements will be made to permit the conferring parties to have access to any part of the board's premises to view any working conditions which may be relevant to the settlement of the grievance.
- 14.10** The board shall permit authorized representatives of the union to negotiate with the board during working hours for the settlement of disputes and grievances of employees covered by this agreement. The board shall not make any deductions from the wages of any such duly authorized representative of the union for the time required to negotiate for the settlement of such disputes and

grievances. No more than two (2) employees, including the grievor, shall be paid by the board for attending any grievance meeting on behalf of the union.

ARTICLE 15 – ARBITRATION

- 15.01** After exhausting the grievance procedure in Article 14, either party may notify the other in writing within fourteen (14) calendar days that it intends to submit the dispute to arbitration.
- 15.02** The parties will agree upon and appoint a single arbitrator. The party that gives the notice requesting arbitration will submit as part of that notice the name of the single person, or a list of names of persons, that the party is willing to accept as a single arbitrator.
- 15.03** Within fourteen (14) days thereafter, the party that receives the notice shall:
- (a) Notify the party that gives the notice that it accepts the name of an arbitrator set out in the notice, and the dispute shall proceed to arbitration; or
 - (b) If it does not accept the name of an arbitrator set out in the notice, notify the party and send that party a list of names of persons that it is willing to accept as the arbitrator.
- 15.04** Each party will equally share the fees and expenses of the arbitrator.
- 15.05** The decision of the arbitrator will be final and binding on all parties.
- 15.06** If agreement cannot be reached on the appointment of a single arbitrator pursuant to Articles 15.02 and 15.03 within twenty-one (21) days of the notice to proceed to arbitration, then an arbitration board shall be established.
- 15.07** Within fourteen (14) calendar days of the decision to establish an arbitration board, both parties shall provide notice to the other party indicating contact information of its appointee to the arbitration board.
- 15.08** Within seven (7) days after the appointment of the second member of the arbitration board, the two appointees named by the parties shall appoint a third member of the arbitration board, who shall be the chairperson of the arbitration board.
- 15.09** If the two (2) appointees named by the parties fail to agree on the appointment of a third member of the arbitration board within the time specified in **Article** 15.08, either party may request the minister to appoint the third member.

- 15.10** Each party shall pay the fees and expense of the nominee it appoints and one half of the fees and expenses of the chairperson.
- 15.11** The decision of the majority of the members of an arbitration board, or, if there is no majority decision, the decision of the chairperson of the arbitration board is the decision of the arbitration board. The decision of the arbitration board will be final and binding on all parties
- 15.12** Should the parties disagree as to the meaning of the board's decision, either party may apply to the chairperson of the board of arbitration to reconvene the board to clarify the decision, which it shall do within **ten (10)** calendar days.
- 15.13** The time limits fixed in the arbitration procedures may be extended upon mutual agreement by the parties.

ARTICLE 16 – DISCIPLINE AND DISCHARGE

- 16.01** No employee shall be disciplined or dismissed except for just cause.
- 16.02** The parties agree to the principles of progressive discipline.
- 16.03** **Disciplinary Documents**
- (a) A copy of any document or other information placed on an employee's file which might at any time be the basis for disciplinary action, shall be supplied concurrently to the employee and the union. Response to any document shall, upon request of the employee, be added to the employee's file.
- (b) All said documents are to be signed and dated by the employer and the employee prior to being placed on the employee's file. Signing of the documents by the employee does not constitute agreement to the said document but only recognizes that the employee is aware the document is being placed on their file.
- (c) Any disciplinary-related document(s) shall be removed from the employee's file after a period of thirty-six (36) months following the date of discipline, provided that, during this period, no subsequent disciplinary documents are placed on the employee's file. Such prior discipline shall not be used against the employee after this thirty-six (36) month period.

16.04 Burden of Proof

In the case of discharge, suspension or discipline, the burden of proof of just cause shall rest with the employer. The reasons for discharge, suspension or discipline shall be stated in writing.

16.05 Disciplinary Meetings

Notice of disciplinary or potential disciplinary meetings shall be provided to the union **at least twenty-four (24) hours in advance and the employee at least four (4) hours in advance** and will set out the purpose of the meeting. Employees shall have the right to union representation when asked to attend a disciplinary or potential disciplinary meeting with a representative of the employer.

16.06 Discharge

- (a) An employee who has been discharged shall be advised promptly in writing of the reason for such dismissal with a copy to the recording secretary of the union.
- (b) An employee considered by the union to be wrongfully discharged or suspended shall be entitled to a hearing under Article 14 – Grievance Procedure. Steps One, and Two of the grievance procedure shall be omitted in such cases.
- (c) Should it be found upon investigation pursuant to the grievance procedure that an employee has been unjustly suspended or discharged, such an employee shall be immediately reinstated in the employee's former position, without loss of seniority rating, and shall be compensated for all time lost in an amount equal to the employee's regular rate of pay during the pay period next preceding such discharge or suspension.
- (d) In the event of dismissal under this article, payment of wages and vacation pay owing will be in accordance with provincial regulations.

ARTICLE 17 – HOURS OF WORK

17.01 The normal work week for employees shall consist of no more than **eight (8)** hours per day and thirty-six and one half (36 ½) hours a week.

- (a) All employees must complete a daily time sheet and submit it bi-weekly to their out-of-scope manager or designate. Failure by the employee to submit accurate time sheets within forty-eight (48) hours from the end of

a pay period (excluding STAT holidays) may result in the employee not being paid on their regular pay day.

- 17.02** Due to shift work, a schedule of hours shall be prepared and posted two (2) weeks ahead of time. The schedule shall be dated, and no changes shall be made after posting without the consent of the employee(s) affected.
- 17.03** Where it is necessary to place employees on split shifts, the shifts are to be worked inside of a twelve (12) hour period. Every effort will be made, while maintaining operating efficiency to schedule time off between shifts that does not exceed two (2) hours whenever possible.
- 17.04** In addition to regularly scheduled open hours, one (1) hour pay per pay period (every two weeks) shall be paid to branch librarians or staff/substitutes covering the branch librarian's hours. This is to cover additional time needed for administration outside of library open hours.
- 17.05** (a) The standard hours of work shall occur between 7:30 a.m. to 9:30 p.m.
- (b) The standard hours of work for the courier position shall occur between 6:30 a.m. to 9:30 p.m. Courier schedules must be approved by the employee's out-of-scope manager or designate.

17.06 Flexible Working Hours

Notwithstanding Article 17.01, the number of hours worked by an employee under this provision shall not exceed ten (10) hours per day or an average of seventy-three (73) hours over a two (2) week pay period. Any hours in excess shall be subject to Article 18.01 – Overtime.

Flexible Hours:

Starting time:	7:30 a.m. – 9:30 a.m.
Lunch time:	11:30 a.m. – 1:30 p.m.
Supper time:	4:30 p.m. – 6:30 p.m.
Finishing time:	3:30 p.m. – 9:30 p.m.

- (a) Employees whose work shift consists of five (5) or more continuous hours are entitled to a meal break that shall be a minimum of thirty (30) minutes to a maximum of two (2) hours. Every effort will be made to schedule such meal breaks as close to normal mealtimes as possible.
- (b) Flexible Work Period:
- (i) Daily minimum of three (3) hours.
 - (ii) Daily maximum of ten (10) hours.
- (c) Sick leave will be calculated on the basis of a standard workday.

- (d) New employees will not be immediately eligible to use flexible working hours but will work the hours set by their immediate **out-of-scope manager or designate** for the purpose of training.
- (e) **Out-of-scope managers or designates** will identify key positions and functions where service must be maintained. Employees in identified positions will not be eligible for flexible working hours unless the **out-of-scope manager or designate** can make and approves arrangements to provide proper changes.
- (f) Employees on flex time may be required to work regular schedules for such periods as their **out-of-scope managers or designates** may determine. Such employees will be notified in advance by their **out-of-scope manager or designate**. Example: to cover for employees absent due to vacation or prolonged illness.
- (g) Before an **out-of-scope manager or designate** approves flexible hours, **they** must be satisfied that the flexible hours proposed will not result in any portion of the flexible working day becoming eligible for payment of overtime premiums which would not normally accrue if the employee were to work the standard, nonflexible hours.
- (h) If flex time is not used as intended, the employer maintains the right to take disciplinary action and/or remove the flexible hours option.

17.07 **Banking Time**

An employee may request of their out-of-scope **manager or designate** to bank time.

- (a) When banking time, the combination of the employee's regularly scheduled hours and the time banked may not exceed ten (10) hours in one (1) day.
- (b) Banked time is not subject to overtime rates.
- (c) The maximum number of banked hours employees are allowed to accrue is equivalent to the number of hours they are regularly scheduled to work per week.
- (d) All time banked or taken must be approved in advance by the **out-of-scope manager or designate** who will keep an up-to-date record of each employee's banked time.
- (e) Time off must be taken within one (1) year of banking.

17.08 Job Sharing

The union and the board agree that it is desirable to accommodate job sharing requests, if it is practical to do so. A job sharing arrangement requires the mutual agreement of the union and the management. A letter of understanding (LOU) specific to each job share shall be developed.

The LOU shall include the position that an employee will return to upon the termination of the job share.

Employees shall be given notice within sixty (60) days of their request whether the job share will be granted.

If an employee in a job share desires to work extra hours in a job other than their own, they may do so provided that their combined hours are equal to or less than that of a full-time position and that it is agreeable to their out-of-scope manager or designate.

17.09 Rural Branches - Meal Breaks

- (a) The Rural Branch Librarians, working alone, and whose work shift consists of five (5) or more continuous hours and whose shift begins either prior to 11:00 a.m. or terminates later than 6:30 p.m. shall be permitted to eat while working provided such eating is done discreetly.
- (b) When the board replaces one (1) or more of the Rural Branch Librarians covered under sub-section (1) on a temporary basis for maternity, illness or any other reason, the temporary employee shall be bound by the provisions of sub-section (a) above.
- (c) The union nor any employee affected by Article 17.09 shall not file a grievance against the employer on any grounds for its failure to provide a meal break to the Rural Branch Librarians covered by the agreement.

17.10 Emergency Closure

If the employer closes the building due to an emergency, employees shall be paid for their regularly scheduled shifts.

ARTICLE 18 – OVERTIME

- 18.01** All time an employee is required to work beyond the standard workday or work week as defined in Article 17.01 or Article 17.06, whichever applies, shall be deemed to be overtime. Overtime will be paid for at the rate of time and one-half

(1 ½) for the first two (2) hours and at double (2x) time for any hours after that or time off in lieu at the appropriate rate will be received. Only time with verbal approval followed by written approval from the employee's out-of-scope manager or designate will be at overtime rates.

18.02 Every employee who is called out and required to work outside the employee's regular working hours shall be paid at overtime rates, with a minimum of three (3) hours for each such call out.

18.03 Any employee who has not completed thirty-six and one half (36 ½) hours of work in any one week due to approved leave of absence or sickness, shall be paid overtime rates for all work performed after normal hours, or on the employee's normal days of rest.

ARTICLE 19 – PAID HOLIDAYS

19.01 Except as hereinafter set forth, all employees shall have the following days off with pay at the regular rates of pay:

New Year's Day

Family Day

Good Friday

Easter Monday

Victoria Day

Canada Day

Saskatchewan Day

Labour Day

National Truth & Reconciliation Day*

Thanksgiving Day

Remembrance Day

Christmas Eve Day

Christmas Day

Boxing Day

***Note: This day will be observed on September 30 as intended by the federal government, unless the Province of Saskatchewan chooses another day on which to observe Truth and Reconciliation, in which case Palliser Regional Library will observe that date as the statutory holiday.**

19.02 In addition to the holidays listed in **Article 19.01**, the following days will also be given as holidays off with pay at the regular rates of pay:

(a) **Half** (½) day before New Year's Day.

(i) Part-time Branch Librarians to be allowed to close the day before New Year's Day if it falls on the employee's normal working day.

(b) Any other holiday proclaimed by the federal, provincial or municipal government and special holidays declared by the board.

19.03 In the case of full-time employees, if any of the above days fall on a regular day of rest, the next working day following shall in each case be observed as such holiday. If any two (2) consecutive holidays fall on an employee's days of rest,

the next two (2) working days shall be observed as such holidays. Full-time employees may, subject to the approval of management, have the option of banking such days at straight time. Time off shall be taken at a time mutually agreeable to the employer and the employee.

- 19.04** In the case of part-time employees, the statutory holiday pay shall be calculated on the basis of the following:

Five percent (5%) of employees' wages, excluding overtime, earned in the four (4) weeks preceding the public holiday.

ARTICLE 20 – VACATIONS

- 20.01** Every employee after one (1) year of service shall be granted three (3) weeks' vacation with pay, four (4) weeks after six (6) years, five (5) weeks after fourteen (14) years and six (6) weeks after twenty-four (24) years of continuous service and thereafter. Changes are to take effect in the vacation year which commences on the employee's anniversary date.

An employee may be granted vacation on a pro-rated basis on service to the date of vacation.

- 20.02** For requests submitted after March 1, employees shall be granted their preferred vacation whenever possible, or at such time as may be mutually agreed upon by the director, rural branch manager or designate or head librarian of the Moose Jaw Branch and the employee. Employees should receive a response as soon as possible.

If a statutory holiday falls or is observed during an employee's vacation period, he/she will be granted an additional day's vacation for each such holiday in addition to the employee's regular vacation time.

- 20.03** Each employee shall, upon written application to the director or the head librarian of the Moose Jaw Branch, be entitled to carry over up to a maximum of one (1) week of the employee's vacation to be used in the next vacation year. Additional vacation time may be carried over with the approval of the director or head librarian of the Moose Jaw Branch.

ARTICLE 21 – SICK LEAVE PROVISIONS

- 21.01** Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled or because of an accident for which compensation is not payable under *The Workers' Compensation Act*.

21.02 Sick leave shall be granted to **all permanent** employees. **Permanent full-time employees may earn up to twenty-one (21) working days** which includes up to nine (9) days for family illness leave per annum. **Permanent part-time and temporary employees earn a pro-rated amount of the twenty-one (21) working days.** Sick leave is not earned while an employee is on unpaid leave.

Probationary employees will be able to access up to five (5) days of paid sick leave, pro-rated for part-time staff, during their probationary period. After six (6) months of employment, employees will be able to access full sick leave benefits as above, reduced by any they may have already used.

21.03 In any one **(1)** year where an employee has not had sick leave or only a portion thereof, they shall be entitled to an accrual of all unused portion of sick leave for the employee's future benefits to a maximum of seventy-five (75) days and shall be prorated for part-time employees. A deduction shall be made from accumulated sick leave of all days absent for sick leave as defined in **Article 21.01**, after the current year's allowance has been used. Days off shall not be considered as sick leave.

21.04 An employee may be required to produce a certificate from a duly qualified **medical practitioner** for any illness, certifying that the employee is unable to carry out the employee's duties due to any illness or injury after three (3) consecutive working days of sick leave. In exceptional circumstances the **board** reserves the right to call for a medical certificate for any illness of a shorter duration. The employee shall be notified when a certificate is required. **The board shall pay the cost, if any, for the certificate.**

21.05 Every employee who may be absent on account of illness shall notify the employee's out-of-scope **manager**, or designate in charge without delay, and failure to do so, unless notification is shown to be unavoidable and satisfactory evidence of disability is furnished, may deprive such employee from such benefits as would normally have accrued prior to the time due notice is received by the out-of-scope **manager** or designate in charge.

21.06 Sick leave without pay may be granted at the sole discretion of the **board** to an employee who does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for which sick leave with pay is granted. A special request for such leave may be submitted to the **board**, if accompanied by a physician's letter or certificate giving full details for the reasons for the request.

21.07 The **board** shall maintain a record of accumulated sick leave days for each employee to the end of the current year. The board will provide each employee with the balance of their total accumulated sick leave for the previous calendar year by June 30 of each year. Any discrepancies may be brought forward by the employee within thirty (30) days.

21.08 Sick leave may be substituted for vacation providing the employee is sick for more than three (3) days at one time while on vacation, and providing that a doctor's certificate is produced to substantiate such illness. Vacation so lost shall be taken at a time mutually agreed upon by the director or the head librarian of Moose Jaw Branch and the employee concerned.

21.09 Family Illness Leave

For the purposes of this article, immediate family shall include:

- **The employee's spouse, parent, grandparent, child, grandchild, sibling, or sibling's spouse, or persons for whom the employee is the legal guardian; or**
- **The employee's spouse's parent, grandparent, child, grandchild, sibling or sibling's spouse, or persons for whom the employee's spouse is the legal guardian.**

Where no one other than the employee, can provide for the needs during serious illness or during recovery from a serious accident of a member of the employee's immediate family, an employee shall be entitled, after notifying the employee's out-of-scope manager or designate, to take up to **nine (9)** sick leave days per annum for this purpose, **pro-rated for part-time and temporary employees**. A doctor's certificate **may be required if the leave lasts** for more than three (3) days. Only sick leave credits in excess of the amount required for premium reduction under *The Employment Insurance Act* may be used for this purpose.

21.10 Medical or Dental Appointment Leave

A deduction shall be made from the employee's accumulated sick leave for medical and dental appointments upon approval by the employee's out-of-scope manager or designate.

ARTICLE 22 – LEAVE OF ABSENCE

22.01 General Conditions

- (a) **An employee continues to maintain seniority while on a leave of absence.**
- (b) **An employee continues to maintain and accrue vacation entitlements (the number of weeks' vacation they are entitled to) while on a leave of absence.**

- (c) **Employees on unpaid leave shall not accumulate sick or vacation credits, nor shall they be entitled to pay for sick leave or any public or special holiday that may occur during the period of leave.**
- (d) **During the period of unpaid leave:**
 - (i) **The employer shall continue to pay Life, Accidental Death & Dismemberment, and Long-Term Disability Benefits.**
 - (ii) **The employee may continue to make voluntary contributions into the pension plan. However, the board will not match voluntary pension contributions.**
 - (iii) **The employee may remain on the Extended Health & Dental Benefit Plan for up to six (6) months if the employee makes premium payments to the employer.**
- (e) **On return from leave, the employee shall be placed in the employee's former position, provided proper applicable notice has been given. If the former position no longer exists, the employee shall exercise bumping rights as per Article 12.04.**

22.02 General Leave

The board may grant leave of absence without pay to any employee requesting such leave for good and sufficient **reason**, such request to be in writing at least two (2) months prior, whenever possible, and approved by the director. No reasonable request will be denied.

22.03 Personal Day

Employees shall be granted one (1) **paid** personal day per calendar year to be used at their discretion on a date mutually agreed with the **employee's immediate out-of-scope manager or designate**. Personal day must be used in the year earned.

22.04 Union Leave - Unpaid

- (a) **The board agrees that leave of absence, without pay, shall be granted to any designated employees for the purpose of conducting union business at large, provided not more than two (2) employees are on leave of absence at one time, with each coming from a different location.**
 - (i) **For periods not in excess of two (2) weeks at any one time, two (2) weeks' notice being required.**

- (ii) For an indefinite period, not exceeding one year, one (1) months' notice being required.
- (b) **An employee who is elected or selected for full-time position with the union or anybody with which the union is affiliated, shall be granted leave of absence without loss of seniority for a period of eighteen (18) months. Such leave shall be renewed each term, on request, during the employee's term of office.**
- (c) The employer agrees to continue all wages and benefits for employees on union leave in **Article 22.01 (a) and (b)** and will provide the union with a detailed invoice. The employer shall be reimbursed by the union on a monthly basis at the current cost to the employer.

22.05 Maternity/Parental and Adoption Leave

Employees shall be entitled to **nineteen (19) weeks** maternity or adoption leave and **fifty-nine (59) or seventy-one (71) weeks** parental leave as provided for in *The Saskatchewan Employment Act*.

During the period of maternity, adoption or parental leave, the employer shall continue to pay the employee benefits of this agreement so long as the employee reimburses the employer for the cost in order to maintain the employee's portion of the benefits.

When an employee decides to return to work at the end of the maternity, adoption or parental leave, the employee shall provide the employer with at least two (2) weeks' notice before returning to work. The employer is not required to allow an employee to return from maternity, adoption or parental leave, until after the employee has provided notice as required.

22.06 Jury/Court Leave

In the event that an employee is required to serve as a juror or subpoenaed in court as a witness, they shall suffer no loss of pay, providing they advise that the employee's juror or witness fees have been applied for and they shall be submitted to Palliser Regional Library upon receipt by the employee.

22.07 Nomination, Candidate and Public Office Leave

The employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the employer shall allow leave of absence without **pay**, so that the employee may be a candidate in federal,

provincial, municipal, **school board or band council nominations, elections, or offices.**

An employee who is elected to full-time public office shall be granted leave of absence **without pay** during the term of office.

An employee who is elected to part-time public office shall be granted such leave of absence, without pay, as may be necessary to carry out the duties of such office, provided such duties do not interfere with normal library operations.

22.08 Bereavement Leave

For the purposes of this article, immediate family shall include:

- **The employee's spouse, ex-spouse, parent, grandparent, child, grandchild, sibling, or sibling's spouse, or persons for whom the employee is the legal guardian; or**
- **The employee's spouse's parent, grandparent, child, grandchild, sibling or sibling's spouse, or persons for whom the employee's spouse is the legal guardian.**

Leave of absence with full pay shall be granted to employees who suffer the loss by death of any member of their immediate family. Such leave shall be for up to **five (5) working days for each occurrence, which may be taken non-consecutively**, as required by the employee. Additional sick leave (if applicable), vacation or unpaid leave may be granted at the discretion of the director or the head librarian of the Moose Jaw Branch.

Bereavement leave may be substituted for vacation, provided the employee notifies the employee's immediate out-of-scope manager or designate of such leave. Vacation so lost to be taken at a time mutually agreed upon by the director or the head librarian of Moose Jaw Branch and the employee concerned.

Leave of absence with full pay for up to one (1) day is available to attend funerals of aunts, uncles, aunts and uncles of spouse, **Indigenous** elder, nieces and nephews. Special leave in case of death of other relatives may be granted at the discretion of the director and the head librarian of the Moose Jaw Branch.

22.09 Other Leaves

Employees may be granted **other** leaves in accordance with the existing provincial and federal legislation, **as may be amended from time to time including but not limited to the following:**

- **Organ Donation Leave**
- **Reserve Force Service Leave**
- **Compassionate Care Leave**
- **Critically Ill Family Care Leave**
- **Crime-related Child Death or Disappearance Leave**
- **Citizenship Ceremony Leave**
- **Public Health Emergency Leave**

22.10 Limits to Indefinite Leave

If an employee has been granted a leave with no definite end date and has not returned to work after two (2) years of leave, the employee's position will be posted and filled permanently. Should that employee subsequently request to return to work, they shall be placed on the recall list.

ARTICLE 23 – PAYMENT OF WAGES

23.01 The board shall pay salaries and wages bi-weekly on every other Friday, in accordance with Schedule "A" attached hereto and forming part of this agreement. The work week shall be defined as Sunday through Saturday. On each payday, each employee will be provided with an itemized statement of the employee's wages and deductions. In the event the regular payday falls on a statutory holiday, payday shall be on the last full banking day prior to that date.

Employees may request sick leave and vacation accumulated credit balances from their immediate out-of-scope manager or designate.

23.02 Temporary Performance of Higher Duties (TPHD)

Any employee who is temporarily required by their out-of-scope manager or designate to accept the responsibilities and carry out the majority of duties incident to a position senior to that which the employee normally holds, for a minimum of two (2) hours, shall be paid for the period in which the employee carried out the duties of the senior position.

Where the wage rate received in the employee's own position equals or exceeds the minimum for the position in which the employee is substituting, the employee will receive the next highest rate in excess of the employee's own rate.

If any employee is required to substitute for an employee who is receiving a lower rate of pay than the substituting employee, then the pay of such substitute shall not be changed.

ARTICLE 24 – TERMINATION OF EMPLOYMENT

24.01 Except for just cause, the employer shall not layoff or terminate an employee who has been in the employer’s service for more than thirteen (13) consecutive weeks without giving that employee written notice as follows:

<u>Period of Employment</u>	<u>Notice</u>
• more than 13 consecutive weeks but 1 year or less	1 week
• more than 1 year but 3 years or less	2 weeks
• more than 3 years but 5 years or less	4 weeks
• more than 5 years but 10 years or less	6 weeks
• more than 10 years	8 weeks

“Period of employment” means any period of employment that is not interrupted by more than fourteen (14) consecutive days.

Being on vacation, employment leave, or a leave granted by the employer is not considered an interruption in employment.

After giving notice of layoff or termination to an employee of the length required above, the employer shall not require an employee to take vacation as part of the notice period required.

24.02 Any employee may resign on giving the board two (2) weeks written notice. Extenuating circumstances may be considered.

ARTICLE 25 – LABOUR-MANAGEMENT COMMITTEE

25.01 A Labour-Management Relations Committee shall be established to which equal numbers of board members and union members shall be appointed, being not less than two (2) members from each side. Meetings will be held at least two (2) times a year.

25.02 The jurisdiction of this committee shall be to deal with problems that do not come within the scope of collective bargaining.

Minutes of all Labour-Management Relations Committee meetings shall be kept, and copies of such minutes shall be sent to the board and the recording secretary of the union.

ARTICLE 26 – OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

26.01 The union and the employer recognize that occupational health and safety is a shared concern and shall work together to uphold the basic rights and responsibilities as laid out in *The Saskatchewan Employment Act*.

A Joint Health and Safety Committee consisting of at least **one (1)** employer representative and **two (2)** union representatives shall be established for each required area. The committees shall meet a minimum of four (4) times per year and shall follow the procedures as set out in *The Saskatchewan Employment Act*.

The employer will ensure that all committee members attend any required training program or course of instruction on health and safety matters conducted by the Occupational Health and Safety Division. Such attendance will be considered time worked and the employees shall suffer no loss of pay or benefits.

26.02 Domestic Violence

- (a) The employer recognizes that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and/or performance at work.
- (b) Employees experiencing interpersonal violence as outlined in Section 2-56 (2) of *The Saskatchewan Employment Act* will be able to access up to **five (5) days of paid leave and five (5) days of unpaid leave** in a period of **fifty-two (52) weeks** as outlined in Section 2-56 (3) of *The Saskatchewan Employment Act*. Leave may be taken for one or more of the following purposes:
 - (i) to seek medical attention for a victim with respect to a physical or psychological injury or disability caused by interpersonal violence;
 - (ii) to obtain services from a victim services organization;
 - (iii) to obtain psychological or other professional counselling;
 - (iv) to relocate temporarily or permanently;
 - (v) to seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the interpersonal violence;
 - (vi) any other prescribed purpose.

- (c) This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day, without prior approval. The employee will provide the employer with as much prior notice as possible. The employer shall maintain existing group insurance benefits coverage for the employee for the duration of any such leave.
- (d) The employer will maintain confidentiality in respect to all matters related to an employee's leave under this clause. The employer will not disclose any information relating to the leave to anyone except when another employee requires the information to carry out their duties, or is required by law, or with the consent of the concerned employee.
- (e) The employer and the union understand domestic violence can affect all employees in a workplace and will work together to ensure all employees' safety should such a disclosure occur. The employer and the union agree to meet to discuss safety planning at the workplace for the individual and for the staff as a whole. A support or resource person may be present at such meetings. All information will be treated as confidential and shall only be shared as agreed.
- (f) If the employer so requires, the employee shall provide written evidence issued by persons identified in subsection 12.4(4) of *The Victims of Interpersonal Violence Act* to verify the circumstances of the leave.

ARTICLE 27 – OTHER BENEFITS

27.01 Pension Plan

- (a) The board will maintain a pension plan for employees (Pension Plan Registration Number 0372177). The Pension Administration Board comprised of three (3) representatives from the board and three (3) employee representatives selected by the union will meet annually with the investment manager to review the investment performance of the funds and administration of the pension plan.
- (b) Eligible employees working at least thirteen point two five (13.25) hours per week shall contribute five (5) percent of their gross wages to the plan, which will be matched by the board. Employees working less than thirteen point two five (13.25) hours per week have the option of contributing five (5) percent of their gross wages to the plan, which will be matched by the board.
- (c) Whenever an employee who has entered the pension plan applies for and is granted leave of absence for any purpose whatsoever the employee's pension rights under the aforementioned pension contract shall be

suspended only, and not cancelled; provided, however, that neither **the employee** nor the **board** shall be obligated to make any payments in respect to such pension rights during the period of such leave of absence.

- (d) An employee may retire from employment with the **board** provided the employee gives not less than thirty (30) calendar days' prior written notice of intention to do so. Extenuating circumstances will be considered. In accordance with the requirements of the **pension plan**, retirement may occur at any time after reaching the employee's **fifty-fifth (55th)** birthday without loss of any rights then earned or accrued in respect to pension, gratuity, or service pay.

27.02 Group Life Insurance

The **board** will provide each full-time and permanent part-time employee with a group life insurance benefit as follows:

Full-time employees and employees regularly working a minimum of 15 hours per week	200% of annual salary
Employees regularly working a minimum of 10 and up to 14.99 hours per week	\$5,000

This benefit will be provided for each eligible employee after six (6) months employment. Benefits are updated annually in conjunction with the anniversary date of the plan.

27.03 Long-Term Disability

After passing probation, all permanent full-time active employees under the age of sixty-five (65) years shall be eligible for long-term disability benefit beginning on the seventy-sixth (76th) working day of an illness or disability. The employee will receive pay equal to **seventy-five percent (75%)** of the employee's salary at the time of disability (70% salary plus 5% pension). This benefit is in accordance with the current plan.

27.04 Extended Health & Dental

Effective January 1, 2017, **one-half percent (1/2 %)** of covered payroll or **twenty-five percent (25%)** of premium costs, whichever is more cost effective for the employer, will be applied to an extended health and dental plan as administered by the **union**. The employer agrees to deduct the required premiums from employees and remit such to either the **union** or the **carrier**.

27.05 Payment Upon Termination

Whenever an employee resigns, or whenever an employee's service is terminated, the board shall pay the employee the following:

- (a) Any wages or salary due for services rendered.
- (b) Any vacation pay due such employee.

27.06 Worker's Compensation Supplement

The board agrees that whenever any employee is injured during the course of and in the performance of the employee's duties, the employee shall, for the period during which they receive maximum compensation under *The Workers' Compensation Act*, or for a period of six (6) months after such injury, whichever period is the shorter, be entitled to be paid the employee's full salary on the regular board paydays, and the employee shall assign to the board all compensation cheques issued to them by the *Workers' Compensation Board* in respect to such period.

ARTICLE 28 – GENERAL CONDITIONS

28.01 Personal Vehicle Allowance

The board agrees to pay to an employee who uses the employee's personal car on authorized library business, \$0.xx cents per kilometre as per the current posted **Government of Saskatchewan** rate for use of personal vehicles. A minimum of ten (10) kilometres per day shall be paid.

28.02 Out-of-Town Expenses

- (a) Meals out of town, will be reimbursed, with receipts, at the rate up to
 - \$15.00 for breakfast,
 - \$20.00 for lunch and
 - \$25.00 for supper.

The above amounts are exclusive of GST and a **fifteen percent (15%)** tip, which will also be reimbursed. Alcohol beverages will not be eligible for reimbursement. Exceptions to the above may be approved by the out-of-scope manager or designate.

- (b) Hotel bills will be reimbursed when necessary.

28.03 Mailing Library Books and Material

Any employee required to post parcels of books, or any other materials shall be allowed time to do so.

ARTICLE 29 – EDUCATIONAL BURSARY

29.01 The board has set aside the amount of **one thousand-five hundred dollars (\$1,500.00)** per year to assist employees in upgrading their library and other pertinent skills with the object of improving library service to the communities within the region. All employees shall have the right to apply for a portion of this fund.

Five hundred dollars (\$500.00) will be available for employees in each of the **three (3)** areas, Moose Jaw Public, Headquarters and Rural. If one area does not use the allocated funds by November 30 in a given year, another area may use that portion for top-up.

29.02 If an employee is denied an educational bursary, they shall receive a letter detailing the reasons.

29.03 In February of each year, the board will provide a list of the types of bursaries received by staff in the previous year.

ARTICLE 30 – TECHNOLOGICAL CHANGE

30.01 The employer will do what is reasonably possible to ensure that no employee will lose employment or receive less remunerative employment or suffer any disadvantage because of technological change.

30.02 The employer shall provide notice of intention to implement technological change as per *The Saskatchewan Employment Act*.

30.03 Where the board has identified that new or different skills are required than already possessed by affected employees under the present methods of operation, such employees shall be informed by the board and given first priority to utilize the Educational Bursary to upgrade skills as required by the board. Employees shall be given a reasonable period of time as determined by the board, to acquire such skills and while obtaining those skills shall not experience any wage reduction.

ARTICLE 31 – NO SUSPENSION OF WORK

31.01 While this agreement remains in effect to the anniversary date, neither the board nor the union shall cause a suspension of work because of any difference or disputes that may arise between the two parties as to the interpretation of the provisions of this agreement.

ARTICLE 32 – INCREMENTS

32.01 Increments are granted to recognize satisfactory service to the board within the limit of the salary ranges in Schedule "A". Increments are not automatic but are granted on the recommendation of the immediate out-of-scope manager or designate. Subject to Article 32.02, increments to employees are to be calculated in the pay period which begins closest to the employee's anniversary date.

32.02 An employee shall receive notice in advance of the anniversary date of the employee's current position, that the increment may not be granted due to unsatisfactory service. If an increment has been withheld due to unsatisfactory service, an employee shall receive the increment retroactive to the employee's anniversary date if the employee's service becomes satisfactory within the same fiscal year. Should the employee's service show satisfactory improvement within the next fiscal year, the increment will be backdated to the first full pay period in January of that fiscal year. If an increment is not granted, the employee shall be re-evaluated within ninety (90) calendar days.

32.03 An employee who is not granted an increment shall have the right to grieve under Article 14, and if no agreement is made thereunder, then the matter shall go to arbitration, in which case the arbitrator shall determine whether the increment shall be granted under the terms of this article.

32.04 On promotion, the employee's increments in the new range will be effective on the anniversary of the date of the new appointment.

32.05 When an employee returns to service after leave of absence without pay exceeding twenty-one (21) calendar days, the increment date shall be deferred by the number of days by which the leave of absence exceeds twenty-one (21) calendar days.

ARTICLE 33 – COPIES OF AGREEMENT

33.01 Copies of new agreements will be issued by the board within thirty (30) calendar days of signing, to all employees, and further, a copy will be supplied to all new employees. Copies of the contract will be made available for download from the Palliser Regional Library website.

ARTICLE 34 – TERMINATION OF AGREEMENT

34.01 This agreement shall be deemed to have come into effect **January 1, 2022**, and remain in full force and effect until **December 31, 2024**, and shall continue in force thereafter from year to year on the same terms and conditions unless written notice thereof is given by either party to the other in the manner hereinafter provided.

Either party wishing to terminate or negotiate variations to the collective agreement shall give not less than sixty (60) days' and no more than one hundred and twenty (120) days' notice to the other party, prior to the expiry date of this agreement.

When such notice of intention to seek amendment is given, the negotiations on the amendment shall commence within twenty (20) days, and this agreement shall remain in effect until the negotiations on the amendment have been concluded.

All wage increases will take effect on January 1 of each year unless negotiated otherwise. If negotiations extend beyond the termination of the agreement, any revisions shall apply retroactively to that date.

LETTER OF UNDERSTANDING

Between

PALLISER REGIONAL LIBRARY

And

CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE) LOCAL 9

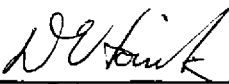
RE: Sick Leave/Vacation Usage/Accumulate Credits Information

Palliser Regional Library Board agrees that the management team will study the parameters and requirements of providing or making available sick leave, vacation usage and accumulated credits information for employees of the board.

The new report and/or process will be implemented within six (6) months of the date of signing of the renewal of the collective agreement.

Signed this 7 day of JUNE, 2022.

FOR THE LIBRARY BOARD:

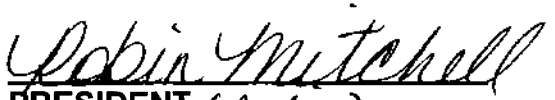


CHAIR



DIRECTOR

FOR THE UNION:



PRESIDENT (Acting)



EXECUTIVE-AT-LARGE

EXECUTIVE-AT-LARGE

LETTER OF UNDERSTANDING

Between

PALLISER REGIONAL LIBRARY

And

CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE) LOCAL 9
#2018 #2

RE: Workplace Violence Committee

Palliser Regional Library Board and CUPE Local 9 agree that violence against employees in the workplace is not acceptable and agree to work together towards elimination of the incidence and causal factors of violence. To that end the following shall apply:

The parties agree to establish an employee/employer committee to develop recommendations which may be included in the procedures identified in b) below and which will be developed within one year of the committee being established.

The committee will be comprised of two (2) employees appointed by the employer and two (2) employees appointed by CUPE Local 9.

(a) Definition of Violence

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

(b) Violence Procedures

In compliance with *The Saskatchewan Employment Act* Part III, the employer will ensure procedures are developed, in consultation with the union to address the prevention of violence, the management of violent situations and to work towards the elimination of causal factors of violence and provide support to employees who have faced violence. The procedures shall be part of the employer's health and safety procedures and written copies shall be posted in a place accessible to all employees.

The procedures may include, but are not limited to:

- (i)** Ensure that employees and managers are provided with the education necessary for them to prevent violence, deal with it when it occurs, and know the procedure for reporting incidents. Education shall include:

LETTER OF UNDERSTANDING

Between

PALLISER REGIONAL LIBRARY

And

CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE) LOCAL 9

RE: Statutory Holiday Service

Palliser Regional Library Board and CUPE Local 9 agree that Palliser Regional Library Branches are valuable recreational destinations for their community that may need to be open for service on some statutory holidays. We also agree that it is important for employees to have regularly scheduled statutory holidays.

Nothing in this letter of understanding shall be construed as altering the existing rights and/or obligations of either party under the provisions of the collective bargaining agreement except as specified.

To that end the following shall apply:

Compensation:

An employee required to work on a designated statutory holiday as listed in Article 19.01, shall be entitled to their regular pay plus one and one half (1 ½) times their regular pay for all hours worked.

Staff Scheduling:

Employees will be scheduled to work on a statutory holiday in accordance with what the normal staff schedule would be if there were no statutory holiday. An employee so scheduled may choose to opt out of working and take the day off instead. In that case, other staff would be offered the opportunity to work on that date on the basis of need and seniority.

This letter of understanding becomes effective upon the date of signing by the parties and will remain in force and effect until either party serves the other with thirty (30) calendar days' written notice to terminate the provisions contained herein.

Signed this 7 day of JUNE, 2022.

FOR THE LIBRARY BOARD:

D. H. ...
CHAIR

Wendy ...
DIRECTOR

FOR THE UNION:

Robin Mitchell
PRESIDENT (Acting)

L. Vansickle
EXECUTIVE-AT-LARGE

EXECUTIVE-AT-LARGE

LETTER OF UNDERSTANDING

Between

PALLISER REGIONAL LIBRARY

And

CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE) LOCAL 9


RE: Benefits Review Committee

The parties agree to form a committee that will review and make recommendations regarding the extended health and dental plan. The committee will consist of two members from Palliser **Regional Library** and two members from CUPE Local 9.


The goal is to find a cost-effective alternative to the current benefit plan. This is a priority and will be done before December 31, 2022.

Signed this 7 day of JUNE, 2022.

FOR THE LIBRARY BOARD:




CHAIR



DIRECTOR

FOR THE UNION:



PRESIDENT (Acting)



EXECUTIVE-AT-LARGE

EXECUTIVE-AT-LARGE

SCHEDULE A

(Effective January 1, 2022)

WAGE SCHEDULE

	Step 1	Step 2	Step 3
LIBRARIANS			
Librarian 2	\$28.02	\$29.44	\$30.89
Librarian 1	\$23.18	\$24.42	\$25.65
OTHER EMPLOYEES			
Library Technician 2 / Rural Library Technician 2 / Computer Technician	\$20.66	\$21.40	\$22.15
Rural Library Technician 1 / Library Technician 1	\$18.46	\$18.99	\$19.51
Branch Librarian 3 / Clerk 3	\$17.97	\$18.70	\$19.40
Branch Librarian 2	\$16.56	\$17.27	\$17.97
Library Clerk 2	\$16.35	\$17.07	\$17.78
Library Clerk 1	\$15.28	\$15.82	\$16.35
Courier Driver	\$15.28	\$15.82	\$16.35
Assistant Branch Librarian	\$13.82	\$14.54	\$15.26
Page / Rural Page	\$12.73	\$13.33	\$13.91
Caretaker	\$15.32	\$16.04	\$16.76

SCHEDULE A

(Effective January 1, 2023)

WAGE SCHEDULE

	Step 1	Step 2	Step 3
LIBRARIANS			
Librarian 2	\$28.58	\$30.03	\$31.50
Librarian 1	\$23.64	\$24.90	\$26.17
OTHER EMPLOYEES			
Library Technician 2 / Rural Library Technician 2 / Computer Technician	\$21.07	\$21.83	\$22.59
Rural Library Technician 1 / Library Technician 1	\$18.83	\$19.37	\$19.90
Branch Librarian 3 / Clerk 3	\$18.33	\$19.07	\$19.79
Branch Librarian 2	\$16.89	\$17.61	\$18.33
Library Clerk 2	\$16.68	\$17.41	\$18.14
Library Clerk 1	\$15.58	\$16.14	\$16.68
Courier Driver	\$15.58	\$16.14	\$16.68
Assistant Branch Librarian	\$14.09	\$14.83	\$15.56
Page / Rural Page	\$12.99	\$13.60	\$14.19
Caretaker	\$15.63	\$16.36	\$17.10

SCHEDULE A

(Effective January 1, 2024)

WAGE SCHEDULE

	Step 1	Step 2	Step 3
LIBRARIANS			
Librarian 2	\$29.44	\$31.08	\$32.61
Librarian 1	\$24.47	\$25.78	\$27.08
OTHER EMPLOYEES			
Library Technician 2 / Rural Library Technician 2 / Computer Technician	\$21.81	\$22.59	\$23.38
Rural Library Technician 1 / Library Technician 1	\$19.49	\$20.04	\$20.60
Branch Librarian 3 / Clerk 3	\$18.97	\$19.74	\$20.48
Branch Librarian 2	\$17.48	\$18.23	\$18.97
Library Clerk 2	\$17.26	\$18.02	\$18.77
Library Clerk 1	\$16.13	\$16.71	\$17.26
Courier Driver	\$16.13	\$16.71	\$17.26
Assistant Branch Librarian	\$14.58	\$15.35	\$16.11
Page / Rural Page	\$13.44	\$14.07	\$14.68
Caretaker	\$16.17	\$16.93	\$17.70

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