



Collective Agreement

between

CUPE Local 1594

and the

Regina Public Library Board

for the period of

January 1, 2022 to December 31, 2024

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THIS AGREEMENT made and entered into

This 17th day of October, 2022.

BETWEEN

THE REGINA PUBLIC LIBRARY BOARD
hereinafter called "the Employer",

OF THE FIRST PART

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1594,
hereinafter called "the Union",

OF THE SECOND PART

ARTICLE 1 - PREAMBLE

1.01 Whereas it is the responsibility of the Regina Public Library Board and its employees to endeavour to provide the taxpaying public and the citizens of the City of Regina with an efficient library service.

1.02 AND WHEREAS IT IS THE DESIRE OF THE PARTIES HERETO:

- (a) To promote and maintain harmonious relations between the Employer and the Union.
- (b) To recognize the mutual value of joint discussions and negotiation in all matters pertaining to working conditions, employment, hours of work and wages.
- (c) To promote the morale, well-being and security of all the employees in the bargaining unit.

1.03 And whereas it is desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an agreement.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE 2 - DEFINITIONS

- 2.01 "Employee" means all employees of the Employer except the Library Director; **Executive Director(s)**; Executive Assistant(s); Director Curator, Dunlop Art Gallery and Film Theatre; **Director, People and Culture**; Senior Human Resources Consultant; Human Resources Administrator; Human Resources Consultants; Human Resources Assistant; **Director, Facilities Infrastructure and Services**; **Director, Finance**; Manager, Finance; **Director, Information Technology**; **Director, Collections**; **Director, Community Engagement and Programming**; **Director, Digital Service Innovation**; **Director, Development**; **Director, Marketing and Communications**; **Branch Manager(s)**; **Manager, Planning and Research**; and all persons hired or utilized under or pursuant to local initiative programs, youth employment services and other similar type persons whose salaries are funded all or in part by governments or agencies other than the Employer and who do not displace employees.
- 2.02 "Regular Rate of Pay" or "Regular Pay" means the rate of pay of an employee as set forth in Schedule "A" to this Agreement.
- 2.03 "Full time employees" means employees who normally work thirty-six and one-quarter (36¹/₄) hours per week or an average of thirty-six and one-quarter (36¹/₄) hours per week.
- 2.04 "Part time employees" means employees who are not full-time employees.
- 2.05 **Temporary employee**" means an employee hired externally to temporarily replace another employee or to fill a term position for a period of no more than fifteen (15) months or for such longer term as may be agreed upon between the Union and the Employer.
- 2.06 "Term position" shall mean:
- a) a position **filled** for a **period** of no more than fifteen (15) months unless mutually agreed between the parties.
 - b) a position created to cover the full **period** of an approved leave, **not to exceed the length of the leave, plus up to one month of transition time. The total length of the term position shall not exceed twenty-four (24) months.**
- 2.07 "Permanent employee" means an employee hired into a permanent position who has **successfully** completed **their** probationary period. **A permanent employee can encumber either a permanent position or a term position.**
- 2.08 "Permanent position" means a position designated by the Employer as a permanent position and includes all positions that are not term positions.

- 2.09 "Probationary employee" means an employee newly hired into a permanent position who has not completed **their** probationary period.
- 2.10 "Grievance procedure" means the procedures set forth in Article 9 of this Collective Agreement.
- 2.11 "Day" or "Days" means calendar day unless otherwise stated.
- 2.12 "Co-operative Work/Study Program Student" means a student currently enrolled at an accredited **post-secondary** school and employed at Regina Public Library. **They** shall be employed for a temporary period not exceeding **six (6) months or for such longer term as may be agreed upon between the Union and the Employer**. During **their** term of employment, **they** shall be fully covered by the collective agreement. No such student shall cause the demotion, **displacement**, or lay-off of any employee.
- 2.13 "Union" means the Canadian Union of Public Employees, Local 1594.
- 2.14 "Employer" means Regina Public Library Board.
- 2.15 "Out-of-scope supervisor" means any out-of-scope staff member who is directly responsible for a work unit.
- 2.16 **Unless otherwise specified, "day" and "week" shall normally be pro-rated for part-time employees.**
- 2.17 Where words expressing gender are used in this Collective Agreement, they shall mean and include all genders.

ARTICLE 3 - TERM OF AGREEMENT

- 3.01 This Agreement shall be in force and effect on and from January 1, 2022 up to and including December 31, 2024, and from year to year thereafter unless revised by mutual agreement between the parties.
- 3.02 Either party may, not less than sixty (60) days or more than one hundred and twenty (120) days before the expiry date hereof, give notice in writing to the other party to negotiate revisions to this Collective Agreement.

ARTICLE 4 - UNION RECOGNITION AND NEGOTIATION

- 4.01 The Employer recognizes and acknowledges the Union as the sole collective bargaining agent of the employees who are within the scope of this Collective Agreement, and the Employer hereby agrees to negotiate with the Union and with representatives elected or appointed by the said Union with respect to all the terms and conditions of employment and rates of pay and hours of work of all such employees.

- 4.02 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer.
- 4.03 No employee(s) shall be required or permitted to make a written or verbal agreement with the Employer which conflicts with the terms of this Collective Agreement or with any compensation plan or system arising from it.
- 4.04 An officer of the Union shall be given a period of time of approximately twenty (20) minutes in order to acquaint new employees with the Union and this Collective Agreement.

ARTICLE 5 – NO DISCRIMINATION

- 5.01 (a) The Employer and the Union recognize the right of employees to work in an environment free of harassment and free from discrimination in accordance with *The Saskatchewan Human Rights Code and Regulations* and with the Regina Public Library's Respectful Workplace Policy, except that nothing in the Policy shall prevent an employee from accessing the Grievance Procedure
- (b) The Employer agrees that there will be no discrimination directed at any employee by reason of membership or activity in the Union.

ARTICLE 6 - UNION SECURITY AND DUES CHECKOFF

- 6.01 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 thirty (30) days after the commencement of employment, apply for and maintain membership in the Union as a condition of employment, provided that any employee in the appropriate bargaining unit who is not required to maintain membership or apply for and maintain membership in the Union shall, as a condition of employment, tender to the Union the periodic dues uniformly required to be paid by the members of the Union.
- 6.02 Upon request of the Union, the Employer shall deduct and pay in periodic payments out of the wages due to the employee, to the person designated by the Union to receive the same, the Union dues, assessments and initiation fees of the employee and the Employer shall furnish to the Union the names of the employees from whom such deductions are made.
- 6.03 The Union shall advise the Employer in writing of the amounts to be deducted under this Article from the employee's wages.

- 6.04 Amounts deducted from an employee's wages on behalf of the Union shall be remitted to the Secretary-Treasurer of the Union within fifteen (15) calendar days following each payroll period. The remittance shall be accompanied by a list in duplicate showing the names of the employees from whom such amounts have been deducted, the amount so deducted from each such employee and identification of those listed who regularly work an average of eighty-five (85) hours or less per month.
- 6.05 A monthly statement showing the names, **job titles and pay bands** of employees appointed, promoted, demoted and separated and the effective dates thereof, shall be sent to the **Recording Secretary** of the Union.
- 6.06 Upon a new employee commencing employment, the Employer will notify the **Recording Secretary** of the name, **job title and pay band** of such employee, will provide the employee with a copy of the current Collective Agreement and will inform the new employee that the Collective Agreement is in effect.
- 6.07 The Employer agrees to record on T4 slips to employees, the amounts deducted under this Article.
- 6.08 **Except as otherwise identified or mutually agreed to, all correspondence arising out of this collective agreement shall go to the Library Director and the Director, People and Culture or their designate and the president and Recording Secretary of the local or their designate.**
- 6.09 An employee, except while temporarily filling an out-of-scope position, shall not be required to authorize the hiring, termination or suspension of another employee and shall not be required to act for Management in a confidential capacity in the process of bargaining collectively.
- 6.10 The Union shall notify the Employer in writing of the names of the Union officers, Stewards, and members of any Grievance Committee and of any changes therein within fifteen (15) days of the changes being made.
- 6.11 **On a quarterly basis, the Employer will provide to the Recording Secretary a list of all the employees in the bargaining unit. The list will include each person's name, job title, work email and, if available, home mailing address, personal telephone number, and personal email.**

The list will indicate the employee's work unit, whether they are full-time or part-time, and if they are active or inactive (on leave).

ARTICLE 7 - LABOUR/MANAGEMENT RELATIONS

- 7.01 The Employer shall make available to the Union on its request any job description prepared and applied by the Employer. The Employer will supply to the Union on its request, information respecting its payroll covering employees covered by this Collective Agreement, such information to be supplied for the purpose of collective bargaining.
- 7.02 The Union shall have the same right as the public to use the Library's meeting space and will not be charged for such use.
- 7.03 In keeping with the general furnishings, suitable notice boards for the Union shall be made available by the Employer and located in sufficient and appropriate places easily accessible and conspicuous to the employees concerned.
- 7.04 Either party has the right during collective bargaining to have the assistance of a representative or representatives who are not employees of the Employer.
- 7.05 The Employer agrees that when collective bargaining commences for a revision of this Collective Agreement, up to a maximum of four (4) employees covered by this Collective Agreement may attend on such collective bargaining meetings without suffering loss of pay or other benefits. Additional employees may attend at the expense of the Union. Scheduled employees shall apply for Union leave under Article 15.02.
- 7.06
- (a) A Labour Management Committee shall be established made up of the Library Director or **their** designate and two (2) other Management representatives, and the Union President or **their** designate and two (2) other Union representatives.
 - (b) The Committee shall meet once per month, unless the parties otherwise agree, for the purpose of discussing matters which are of mutual concern.
 - (c) The Committee shall not have the authority to amend this Collective Agreement or to settle grievances. However, a complaint which could give rise to a grievance may be discussed by the committee and in such event, the parties may agree to a specific extension of the time limit in Article 9.03, Step I.
 - (d) Any authorized committee of the Union shall, upon written request, be afforded a hearing within a reasonable period of time with the out-of-scope supervisor concerned or the Library Director. The issue to be discussed shall relate to labour relations and be outlined in the written request.

ARTICLE 8 – DISCIPLINE

- 8.01 An employee who has been suspended or discharged and reinstated under the grievance procedure shall have all rights and benefits enjoyed prior to such suspension or discharge subject to any agreement to the contrary between the parties hereto or subject to the terms of the decision of the Arbitrator, if applicable.
- 8.02 **The Employer shall provide the reasons for any discipline in writing to the employee with a copy provided to the Union.**
- 8.03 (a) An employee requested to meet with an out-of-scope manager for the purpose of imposing discipline, shall have the option of having a Union representative present.
- (b) Communicating performance expectations, providing feedback on work performance and coaching for performance improvement do not constitute discipline.
- 8.04 The Employer shall notify an employee within forty-five (45) days of determining that the alleged behaviour or alleged misconduct may result in discipline. Failure to impose the discipline within this time period will render the discipline void, unless the behaviour or misconduct is the subject of an ongoing investigation.
- 8.05 A Union representative, as referenced in Article 6.10, shall notify **their** supervisor and provide a time estimate before leaving **their** work area to carry out responsibilities under this Article or Article 9.
- 8.06 Disciplinary verbal and written reprimands shall be removed from an employee's personnel file after a period of thirty-six (36) months following the date of the most recent discipline and upon a request in writing by the employee.

For all other disciplinary matters, the employee may apply to the Human Resources Department to have any disciplinary-related document removed from **their** personnel file after a period of thirty-six (36) months following the date of the discipline, provided that during this period no subsequent disciplinary documents are placed in the employee's file. The Employer shall have sole discretion to determine if these disciplinary documents are removed from the employee's file.

In situations involving discipline for proven matters of a more serious nature such as sexual harassment, violence or theft, the disciplinary letters shall not be removed from the personnel file.

ARTICLE 9 – GRIEVANCE AND ARBITRATION PROCEDURE

9.01 A grievance shall be defined as any difference or dispute arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement or where it is alleged a disciplinary sanction is unjust.

9.02 In the event of a complaint which could give rise to a grievance:

- (a) by the Union, the employee and **their** Union Steward must discuss the complaint with a representative from Human Resources, and the employee's out-of-scope supervisor, or in **their** absence, **their** designate.
- (b) by the Employer, the complaint must be discussed with the Chief Shop Steward and President, or in either's absence, their designate.

Failure to so discuss will not bar any grievance and no party will be precluded from proceeding with Step I of Article 9.03 by reason of the fact that no decision has been given or no satisfactory conclusion reached under this sub-article.

9.03 Grievances shall be adjusted or settled by the following procedure:

Step I: The grievance shall be submitted, in the case of a grievance from the Union, in writing to the out-of-scope supervisor and copied to the **Director, People and Culture** within fifteen (15) days of the event causing the grievance, failing which it shall be deemed there is no grievance. In the case of a grievance from the Employer, the grievance shall be submitted in writing to the Chief Shop Steward and copied to the President within fifteen (15) days of the event causing the grievance, failing which it shall be deemed there is no grievance.

The submission shall outline, in writing, the matter complained of the provision or provisions of the Collective Agreement violated and the proposed remedy. A hearing shall be convened by the out-of-scope supervisor, or Chief Shop Steward as applicable, within ten (10) days of receipt of the grievance. The out-of-scope supervisor, or Chief Shop Steward as applicable, shall issue a written decision and reasons concerning the matter within ten (10) days of the hearing.

Step II: If the decision of the out-of-scope supervisor or Chief Shop Steward as applicable is not satisfactory, the grievance may be referred to the Library Director or **their** designate, or the President or **their** designate as applicable, within fifteen (15) days of the delivery of the decision of the out-of-scope supervisor or Chief Shop Steward. The Library Director or **their** designate, or the President or **their** designate as applicable, shall convene a meeting with the Union, or Employer as applicable, (not exceeding three (3) in number) within fifteen (15) days of receipt of the grievance and render a decision and reasons, in writing, to the Union, or Employer as applicable, within fifteen (15) days thereafter. In the event the decision of the Library Director or

their designate, or the President or designate as applicable, is not satisfactory, the Union, or Employer as applicable, may submit the matter to arbitration within fifteen (15) days of such written reply. In such event, arbitration shall proceed in accordance with Article 9 hereof.

It shall be deemed that the grievance has been settled in accordance with the Employer's or the Union's written reply, unless the applicable party requests in writing within fifteen (15) days of such written reply that the grievance be referred to arbitration.

- 9.04 In the event of failure on the part of the applicable party to reply within the prescribed time limits, it shall be deemed that a reply unsatisfactory to the grieving party has been given at the expiry of the time for such reply, and the aggrieved party shall have the right to proceed to the next step within the time limit following the time within which such reply should have been given.
- 9.05 The time limits set forth in this Article may be extended by consent of both parties. Subject to any such extension, failure to act within such time limits shall mean that the grievance is abandoned and that there is no grievance.
- 9.06 At any stage of the grievance procedure, if the grievance is by an employee, the grieving employee may be present.
- 9.07 The Employer shall not make any deduction from the wages of any duly authorized representative(s) of the Union who is an employee of the Employer in respect of the time actually spent by such employee(s) in negotiating for the settlement of grievances or while attending arbitration hearings in accordance with the provisions of Article 9. During attendance at any such negotiations/hearings, the Employer shall not be required to pay wages to more than two (2) such employees in addition to the grieving employee.
- 9.08 By mutual agreement of the parties, at any stage of the grievance procedure, the parties may have the assistance of employees concerned as witnesses and any other witnesses required.
- 9.09 (a) Where grievances are referred to arbitration, the parties will agree upon and appoint a single Arbitrator.
- (b) If agreement cannot be reached on the appointment of a single Arbitrator pursuant to clause (a) above within twenty-one (21) days of the notice to proceed to arbitration, an Arbitration Board shall be established consisting of a nominee appointed by the Union, a nominee appointed by the Employer, and a chairperson selected by the nominees.

- (c) If agreement cannot be reached on the appointment of the chairperson pursuant to clause (b) above within thirty (30) days of the notice to proceed to arbitration, either party may apply to **have an arbitrator appointed as per *The Saskatchewan Employment Act***.
- 9.10 Each party will equally share the fees and expenses of the Arbitrator. The decision of the Arbitrator will be final and binding on the parties hereto and the employees covered by this Collective Agreement.
- 9.11 The Arbitrator shall not have the power to alter any of the terms of this Collective Agreement or substitute any provision for existing provisions, nor to give any decision inconsistent with this Collective Agreement. The Arbitrator shall have the power to determine whether a difference or dispute is a grievance under Article 9. In the event of the discharge of any employee becoming the subject of arbitration, the Arbitrator may, in **their** discretion, dismiss the grievance, impose a penalty less severe than dismissal or order the discharged person reinstated without loss of pay, benefits and/or seniority.
- 9.12 Notwithstanding anything contained in Article 9, an Arbitrator may decide a grievance which was submitted or referred in good faith by an employee to the wrong representative of the Employer and hence did not meet a time limitation for such submission or reference provided such submission would have been within such time limit if it had been made to the proper Employer representative under Article 9.
- 9.13 The Arbitration Hearing shall proceed as soon as possible and the decision of the Arbitrator shall be rendered as soon as practicable following completion of the Arbitration Hearing. The decision of the Arbitrator shall be final and binding upon the Employer, the Union and the employee or group of employees affected thereby, all of whom agree to abide by such decision.
- 9.14 In the hearing of such Arbitration cases, each party shall be entitled to be represented by counsel or otherwise and to present evidence, to cross-examine the witnesses of the other party, and to present arguments orally and/or in writing.
- 9.15 *The Arbitration Act* does not apply to any arbitration under this Collective Agreement.

ARTICLE 10 - LAY OFFS, RECALLS, AND RESIGNATIONS

- 10.01 (a) When reducing staff, senior employees in the job **title** and pay band shall be retained provided they have the skill, ability, and qualifications to do the work.
- (b) A laid off or displaced employee may exercise seniority in the following manner:

- (i) The employee may choose to displace a less senior employee, in the same or lower pay band, provided **they have** the necessary skill, ability, and qualifications to perform the work.
- (ii) A part time employee shall not displace a full-time employee.
- (iii) The employee may accept layoff and be placed on a recall list.
- (iv) The employee may resign from the Regina Public Library and receive any benefits to which **they are** entitled under the terms of the Collective Agreement.

All options will be presented to the employee within five (5) working days of notice of layoff. **They** will then have up to five (5) working days to render **their** decision to the Employer.

- (c) Notwithstanding Article 10.01 (b), employees may be placed in vacant positions upon mutual agreement between the parties.
- (d) If a position affected by layoff results in the incumbent being displaced into a position in a lower pay band, the incumbent shall retain the salary range in effect prior to **their** displacement. The employee shall not be entitled to any economic adjustments until such time as the maximum salary range for the lower **pay band** overtakes the maximum salary range retained under this subsection.

- 10.02
- (a) Permanent employees laid off shall be returned to work in order of seniority provided they have the necessary overall qualifications, skill and ability for the work to which they are to return.
 - (b) Employee(s) on the recall list have the responsibility to keep the Human Resources Unit advised of their current address and telephone number.

When recalling an employee, the Employer shall deliver the recall notice to the employee's last known address by registered mail with a copy to the Union and will attempt to contact the employee by telephone to expedite the recall process.

The postmark on the recall notice shall be considered the date of notification of recall.

- (c) Employees whose names are on the recall list shall be informed of all posted vacancies in the library system via ordinary mail and may apply for any posted vacancies. Automatic recall shall be in order of seniority and will only take place with the agreement of the Union and to positions in pay bands equal to the position from which the employee was laid off.

- 10.03 The Employer will give thirty (30) days' notice of layoff to each employee or the minimum notice of layoff required by *The Saskatchewan Employment Act* whichever is greater.
- 10.04 An employee wishing to resign employment will give thirty (30) days written notice thereof unless otherwise mutually agreed between the out-of-scope supervisor and the Union.

ARTICLE 11 - SENIORITY

- 11.01 (a) Bargaining unit wide seniority shall accumulate for permanent employees from the time the employee last entered the service of the Employer as a permanent employee subject to Article 11.04. Seniority shall not be acquired by an employee until **they have** completed probation and **have** become a permanent employee. At that time, **their** seniority shall be made retroactive to the time **they** last entered the service of the Employer.
- (b) For the purposes of establishing ranking, employees' seniority shall be calculated as follows:
- (i) For employees who have chosen to serve in an excluded position as described in Article 2.01, for a period of up to but not exceeding two (2) years, their seniority date shall be adjusted to reflect the period of time spent employed outside of the bargaining unit.
- 11.02 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be posted by the end of March of each year and every three (3) months thereafter on the Intranet and all staff shall be notified of the posting. The seniority list shall be open to protest for a period of thirty (30) days from the date of posting. On the presentation by a Union Steward of proof of error, a correction shall be made immediately and posted on the Intranet and all staff to be notified of the posting. A copy of the seniority list along with any corrections shall be sent to the Union's Recording Secretary.
- 11.03 (a) Newly hired employees to a permanent position (i.e. probationary employees) shall serve a probationary period of 942 hours actually worked. In specific cases, an extension to the probationary period may be considered, subject to mutual agreement of both parties.
- (i) no probationary period shall continue for a period of more than twelve (12) calendar months plus time on leave pursuant to Article 17.01.
- (b) The Employer shall have the sole discretion to discharge probationary employees for reasons of general unsuitability. The Union shall be notified in writing of any such dismissals within a reasonable period of time.

- (c) Probationary and **temporary** employees will be entitled to apply for other positions, be eligible for promotion or be transferred. After permanent employee applicants have been considered for vacancies, probationary and **temporary** employees will be considered.
- (d) Probationary employees who are successful in a competition, promoted or transferred to another permanent position will work the remaining probationary hours in the new position. The hours worked in the new position will count towards the completion of the trial period. In no case will an employee be considered to have completed **their** trial period prior to successfully completing **their** probationary period.
- (e) Hours worked by a **temporary** employee in a term position shall not count toward the completion of a probationary period.

Notwithstanding the above:

- (i) A **temporary** employee who succeeds in securing a permanent position through competition, and who has worked more than 942 hours in a term position, shall be deemed to have completed **their** probationary period.
- (ii) If the permanent position is the same as the term position, a trial period in the permanent position will not be required.
- (iii) Should the permanent position be a different position than the term position in which **they were** deemed to have passed **their** probationary period, **they** will be treated as a permanent employee on trial in the different position for a period of 471 hours actually worked.
- (iv) If the **temporary** employee has worked less than 942 hours in the term position, hours worked in that position will count toward the completion of probationary hours. If the permanent position is the same as the term position, a trial period in the permanent position will not be required. If the permanent position is different from the term position a trial period of 471 hours actually worked will be required. In no case will the employee be considered to have completed her trial period prior to successfully completing her probationary period. **Temporary** employees shall receive dental, pension, LTD and insurance benefits after the first twelve (12) months of employment.

11.04 Seniority rights shall be lost only in the event the employee:

- (a) Is discharged for just cause and is not reinstated.
- (b) Resigns, provided the Employer does not accept a withdrawal of the resignation.
- (c) Is absent from work without leave for, or fails to return to work after the end of an authorized leave within seven (7) calendar days without notifying the Employer, the employee shall be considered to have abandoned their employment.
- (d) Should the failure to return to work, or notify the Employer, within the seven (7) 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.
- (e) Fails, following a layoff, to return to work within seven (7) days after being notified by registered mail to do so unless through sickness or other good cause of which immediate notification is given to the Employer, provided such notification shall apply only to a recall for a period in excess of two weeks. It shall be the responsibility of the employee to keep the Human Resources Unit informed of the employee's current address.
- (f) Is laid off for a period of longer than fifteen (15) months.

ARTICLE 12 - PROMOTIONS, TRANSFERS, STAFF CHANGES AND NEW POSITIONS

- 12.01
- (a) All new positions or vacancies which the Employer wishes to have filled shall be posted for at least ten (10) calendar days. Employees shall also receive the posting via e-mail. Such posting shall include the **pay band and** job title, a summary of the job description, budgeted hours allocated to the position, the applicable wage rate salary range, and the initial location of the position.
 - (b) Each posting shall contain the educational qualifications or equivalencies, skill, and ability required for the position. The posted requirements with respect to skill, ability, and qualifications shall reasonably relate to the job to be performed.
 - (c) If the posted qualifications for a vacancy are in excess of those required in the job prior to the vacancy existing, then at least fifteen (15) days prior to such posting, the Employer shall give written notice to the Union of such proposed increase in qualifications, and the Employer shall, if so requested by the

Union, meet with representatives of the Union to discuss the proposed increase in qualifications.

- (d) Articles 12.01 (a) to (c) shall be interpreted, in all events, that the Employer shall make the final determination binding upon an Arbitrator in any matters relating to educational qualifications or equivalencies required for a position and arising under or out of Article 12.01 (a) to (c), provided the educational qualifications or equivalencies reasonably relate to the position.
- (e) **Postings may be waived by mutual agreement between the parties.**

12.02 Permanent employees shall be entitled to bid to fill any posted vacancy by means of written application within ten (10) days of the date the vacancy is posted. New positions or vacancies shall be filled on the basis of where the overall qualifications, skill, and ability as between two or more permanent employee applicants is equal, then seniority shall prevail. Nothing shall prevent the Employer from temporarily filling a new position or vacancy pending the selection of a successful applicant. Provided, if the Employer decides that no permanent employee applicant has the overall qualifications, skill, and ability, the Employer may hire any other applicant; the Employer's decision shall be subject to the grievance procedure.

12.03 **Notwithstanding 12.02, to expedite the staffing process, the Employer may choose to fill a position based on seniority with the senior candidate bidding on a position in the same pay band with the same job title if that position falls in pay bands one (1) through six (6). If no qualified permanent employees apply on a position, the Employer may choose to fill a position in pay bands one (1) through six (6) based on the start date of the probationary and temporary applicants who are in the same pay band with the same job title.**

12.04 Promoted or transferred full time or part time employees shall be considered on trial in their new position for a period of 471 hours actually worked following the date of promotion or transfer. In specific cases, an extension to the trial period may be considered, subject to mutual agreement of both parties. During the trial period an employee may elect to return to the position formerly occupied or may be returned by the Employer. The employee who returns or is returned to the position formerly occupied shall not lose seniority. Where an employee is returned to **their** former position prior to the end of the trial period of 471 hours actually worked on the grounds that **they are** considered by the Employer to be incapable of performing such work satisfactorily, the Employer's decision to so return shall be subject to the grievance procedure.

12.05 The salary of an employee who by appointment works in a higher **pay band** shall be advanced to that step in the scale of the higher **pay band** that is closest to but higher than **their** current salary rate. The appointed employee's annual increment date will then become the effective date of the change.

- 12.06 (a) The temporary performance of higher position duties (TPHD) shall be defined as the assignment, in writing, by an Out-of-Scope Manager of an employee to perform some (less than 50%) or most (50% or more) of the major functions of a higher paid position.
- (b) When an employee is temporarily assigned to perform some of the major functions of a higher paid position, **they** shall receive a rate of pay five (5) percent higher than her regular rate. When an employee is temporarily assigned to perform most of the major functions of a higher paid position up to and including three (3) pay bands higher, **they** shall receive a rate ten (10) percent higher than her regular rate or the minimum rate in the pay band for the higher paid position, whichever is greater. When an employee is temporarily assigned to perform most of the major functions of a position that is four (4) or more pay bands higher than her regular position, **they** shall receive a rate fifteen (15) percent higher than her regular rate or the minimum rate in the pay band for the higher paid position, whichever is greater. In no case shall an employee receive a higher rate than the maximum rate in the pay band for the higher paid position.
- (c) In this article, the word “temporarily” means a period of three or more consecutive working days up to a period of six (6) consecutive calendar months unless extensions are mutually agreed to by the parties.
- (d) The Employer shall notify the Union in writing of all TPHD assignments at the time of the assignment.
- 12.07 An employee required to temporarily assume duties of a lower paid position shall continue to receive the rate of pay applicable to the employee's **pay band** immediately prior to such relief assignment.
- 12.08 (a) Subject to the terms of this Article 12.07, the Employer shall have the right to establish new positions, or to reclassify an **existing** position.
- (b) If there is a change in duties and responsibilities of a position, either on an identifiable date or gradually over a period of time, a reconsideration of the position may be requested by the Union, the Employer, **or the employee**.
- (c) In the event the Employer wishes to introduce a new position not currently **assigned through the job evaluation process**, or to reclassify a position, it shall advise the Union of the particulars, in writing, including a job description.
- (d) **Classification of a new position and/or reclassification of an existing position shall be in accordance with the Joint Job Evaluation Plan Maintenance Process and Procedures Manual (Manual) and the Joint Job Evaluation Plan (JJE). The plan shall be maintained as per the process identified in the Manual.**

- (e) **Any violations of the Joint Job Evaluation Plan and Maintenance Process and Procedures Manual shall be subject to Article 9 – Grievance and Arbitration Procedure.**
 - (f) If the salary payable to a reclassified employee is determined **through Joint Job Evaluation** to fall within a higher pay band than **their** current pay band, the employee shall be paid at the step in the higher pay band that is equal to **their** current rate of pay and **their** increment date shall not change. If the higher pay band does not have a rate of pay equal to the employee’s current rate of pay, **they** shall be paid at that step in the higher pay band which is closest to but higher than **their** current rate of pay.
 - (g) If the salary payable to an employee whose reclassification is determined **through Joint Job Evaluation** to fall within a lower pay band than **their** current pay band, the employee shall be paid at the step in the lower pay band that is equal to **their** current rate of pay and **their** increment date shall not change. If the lower pay band does not have a rate of pay equal to the employee’s current rate of pay, such lower salary shall become effective when the position is vacated.
 - (h) Where a position is reclassified and a different rate of pay results that different rate shall be applicable from the date of such reclassification, or the date of request of such reclassification, whichever is the earlier.
- 12.09 Subject to the rights of other employees, where an employee, because of a *bona fide* disability, cannot perform **their** regular work, the Employer and the Union will collaboratively attempt to find suitable work for such employee. In such event, the Employer and the Union will consider all options to maintain income security within its duty to accommodate up to the point of undue hardship.
- 12.10 Employees may be transferred from one position to another only in the event of mutual agreement between the Union and the Employer. In an emergent situation, the Employer retains the right to temporarily transfer an employee.
- 12.11 The Union acknowledges that it is the function of the Employer to relocate an employee, however it is not the wish or intention of the Employer to relocate an employee involuntarily, except in those rare occasions when the efficient operation of the Library so requires.

ARTICLE 13 - PUBLIC HOLIDAYS

- 13.01 (a) Except as hereinafter set forth, Public Holidays shall be granted and paid for in accordance with the provisions of *The Saskatchewan Employment Act, Part II, Subdivision 7* and The Regulations and Orders thereunder.
- (b) Any employee who does not work on any such holiday shall be paid 100% of the amount to which the employee would be entitled as wages, exclusive of overtime, for that day were that day not a holiday.
- (c) An employee who does work on such holiday shall be paid the amount set forth in sub-paragraph (b) hereof plus a sum equal to one and one-half (1 1/2) times the employee's regular rate for each hour or part thereof **they** work on such holiday.
- (d) **When an employee is required to work on a public holiday and the public holiday falls on a Sunday, the employee shall be paid their regular work wage plus two (2) times their regular rate of pay, for each hour or part of an hour they are required to work.**
- 13.02 a) It shall be deemed, for the purposes of this collective agreement, that the public holidays shall be as follows:
- | | |
|----------------|---|
| New Year's Day | Saskatchewan Day |
| Family Day | Labour Day |
| Good Friday | National Day of Truth and Reconciliation |
| Easter Monday | Thanksgiving Day |
| Victoria Day | Remembrance Day |
| Canada Day | Christmas Day |
| | Boxing Day |

and any other day or portion becoming a Holiday in accordance with the provisions of *The Cities Act*.

- 13.03 When a Public Holiday falls on a day which is a regular day off for a full-time employee, **they** shall be scheduled another day off by **their** Supervisor after consultation with the employee, which shall be taken in the following six (6) month period. This day off shall be taken in advance of the employee accessing vacation entitlements.
- 13.04 On Christmas Eve and on New Year's Eve, an employee shall not be required to work more than four (4) hours except in cases related to security of Library property. Hours worked in excess of four (4) hours on either of those days will be at the overtime rate. A full-time employee may request to work a full day on Christmas Eve at regular pay

and, with the prior approval of their supervisor, be granted authorized leave with pay for New Year's Eve, or vice-versa. Approval is subject to operational requirements.

ARTICLE 14 - ANNUAL VACATIONS

14.01 "Vacation Year" means the period commencing on January 1 and ending on December 31 of the same year.

14.02 (a) Employees shall be entitled to receive vacations as follows:

(i) Employees will earn vacation entitlement at the rate of 1.25 days per month worked or three (3) weeks per vacation year.

(ii) Employees employed as **Professional Librarians or Professional Curators**, after one (1) year of service, will earn vacation entitlement at the rate of 1.67 days per month worked or four (4) weeks per vacation year. After four (4) consecutive years of employment, all other employees will earn vacation entitlement at the rate of 1.67 days per month worked or four (4) weeks per vacation year.

(iii) After fifteen (15) consecutive years of employment, employees will earn vacation entitlement at the rate of 2.08 days per month worked or five (5) weeks per vacation year.

(iv) After twenty- three (23) consecutive years of employment, employees will earn vacation entitlement at the rate of 2.5 days per month worked or six (6) weeks per vacation year.

(v) Vacation entitlements shall be pro-rated for partial months worked and rounded up to the nearest one-half day.

(b) Part-time employees must work the equivalent number of total hours as full-time staff to receive the vacation entitlements as listed in 14.02(a)(i), (ii), (iii), (iv) and (v). Part time employees shall be credited for one (1) month worked for each 157 hours actually worked.

(c) A part time employee who becomes a full-time employee shall be deemed to have worked a vacation year for each 1,885 hours worked as a part time employee.

14.03 (a) A full time employee shall be paid the greater of:

(i) One week at **their** current regular rate of pay for each week of vacation to which **they are** entitled, **prorated for partial weeks**; or

- (ii) Three fifty-seconds (3/52nds) of **their** gross earnings during the previous vacation year for an employee entitled to three (3) weeks vacation, and one-thirteenth (1/13) of such gross earnings for an employee entitled to four (4) weeks vacation, five fifty-seconds (5/52nds) of **their** gross earnings for an employee entitled to five (5) weeks vacation, six fifty-seconds (6/52nds) of **their** gross earnings for an employee entitled to six (6) weeks vacation.
 - (b) Part time employees shall be entitled to vacation pay in accordance with Article 14.03 (a) (ii).
 - (c) A part time employee shall receive **their** vacation pay every pay period as it is earned.
- 14.04
- (a) An employee may opt to carry over five (5) days of **their** vacation time to be taken with the vacation period to which **they are** ordinarily entitled during the following year.
 - (b) With the prior approval of the Employer an employee may request to carry over up to an additional five days of vacation to extend their vacation.
 - (c) Where vacation option is exercised in accordance with Article 14.04 (a) and/or (b), the pay for the vacation carried over will be paid to the employee when the vacation is taken and the employee will receive **their** current rate of pay.
- 14.05
- By April 1st of each year, each unit supervisor shall post a vacation schedule for **their** work unit covering June to November of the current calendar year. **They** shall post a second vacation schedule for **their** work unit no later than October 1st of each year, covering December of the current year to May of the following year. The number of staff members on vacation from a work unit at any one time shall be subject to the efficient operation of the work unit. Every employee shall submit **their** vacation request to **their** supervisor ten (10) working days prior to each posting deadline. In the event of conflicting requests prior to posting of the vacation schedule as to when vacation shall be taken, seniority as of December 31st of the previous year shall govern. Requests submitted subsequent to the posting will be considered for addition to the posted schedule on a case-by-case basis, provided however, that such requests shall not be unreasonably denied.
- 14.06
- (a) An employee shall be entitled to receive vacation in an unbroken period, unless otherwise mutually agreed between the employee and the Employer.
 - (b) No vacation period shall contain less than two (2) hours.

- 14.07 An employee whose employment terminates during a vacation year shall be entitled to vacation pay in lieu of vacation or portion thereof not taken. **Payment for vacation taken before being earned will be deducted from final payment upon resignation or termination.**
- 14.08 Where an employee is qualified for paid sick leave during **their** period of vacation, vacation time equal to the period of such leave shall, at the Employer's option, either be added to the vacation period or retained for use at a later date provided the Employer is notified immediately of the illness or disability. The Employer may require a Doctor's Certificate to substantiate such sickness or disability.
- 14.09 No employee shall be required to work during **their** vacation.

ARTICLE 15 - LEAVE OF ABSENCE

- 15.01 Leave of absence without pay and without loss of seniority or benefits may be granted to an employee. A request for such leave shall be in writing and approval shall not unreasonably be withheld. The Employer shall provide a written response to both the employee and the Union.
- 15.02 (a) Up to six (6) designated employees, which may include no more than one (1) from any work unit with five (5) or fewer employees and no more than two (2) from any work unit with six (6) to ten (10) employees and no more than three (3) from any work unit with more than ten (10) employees, shall be granted leave of absence of up to six (6) working days, with pay, to attend to Union business. Such leave shall be requested by the Union at least ten (10) working days in advance unless the parties agree to a shorter notice period. The Employer shall make every effort to grant the leave requested, provided such leave does not interfere with the efficient operation of the library. All such leaves shall not exceed, in aggregate, one hundred fifteen (115) working days in a calendar year for all employees receiving leaves under this paragraph. **In a year in which bargaining meetings are being held, an additional five (5) working days may be granted.** The Union agrees to reimburse the Employer 100% of the employees' salary and benefits to attend to the Union business. At the discretion of the Library Director, the maximum of six (6) designated employees, the specified maximum numbers from any work unit, and the maximum length of leave of absence of six (6) working days may be waived in special circumstances provided such leave does not interfere with the efficient operation of the library. In this article, "working days" shall not include Saturdays, Sundays or Statutory Holidays.
- (b) In addition to the leave of absence provided in clause (a), the President of the Union shall be granted leave with pay to attend to Union business which is not already covered under the terms of this agreement. Such leave must be scheduled at least ten (10) working days in advance. The Employer shall make

every effort to grant the leave requested, provided such leave does not interfere with the efficient operation of the Library. The Union agrees to reimburse the Employer 100% of the Union President's salary and benefits to attend to the Union business.

- 15.03 Not more than one (1) employees at any one time who is selected or elected for a full time position with the Union or any labour body with which the Union is affiliated shall be granted an unpaid leave of absence without loss of seniority, for a minimum of two (2) months but not exceeding one (1) year, unless mutually agreed otherwise between the Employer and the employee.
- 15.04 When an employee is subpoenaed for jury duty or as court witness, such employee shall not suffer any loss of salary or wages while so serving. The amount paid by the Employer shall be the difference between the employee's normal salary and the indemnity paid by the court. Such employee, if **they** can reasonably do so, shall report for work for **their** normal working hours during which **they are** not required to serve as juror or witness.
- 15.05 (a) An employee who is sick or disabled, but who has no sick leave credits shall be granted leave without pay for not more than 120 calendar days, due to any one case of such sickness or disability.
- (b) Subsequent to the leave granted under 15.05 (a), a permanent employee who is sick or disabled and is in receipt of long term disability benefits from the Regina Civic Employees Long Term Disability Plan, or in receipt of Income Replacement Benefits under *The Automobile Accident Insurance Act*, shall be granted leave without pay for up to twelve (12) months due to any one case of such sickness or disability.
- (i) An employee who remains sick or disabled will have **their** disability reviewed twelve (12) months following the qualification date for long term disability. If an independent medical practitioner determines that the employee will be capable of returning to **their** position in the foreseeable future, the employee will be granted a further leave of absence of up to eight (8) additional months, the employee's position will continue to be filled on a temporary basis, and the employee will be returned to **their** former position upon return to work, providing an independent medical practitioner certifies the employee fit and able to return to work.
- (ii) If an independent medical practitioner determines that an employee is not fit to return to work and will not likely be able to return to work in the foreseeable future, the employee's position will be posted and filled permanently. The employee's status will be changed to inactive.

Any inactive employee who so requests will be given notice of new positions and vacancies posted under Article 12.01 (a), and may apply for any such new position or vacancy in the same manner as an active employee, and for such purpose shall be deemed to have the seniority previously accumulated under Article 11.01. An inactive employee shall not earn vacation credits, statutory holiday pay, sick leave credits or seniority; or be eligible to receive employee benefits with the exception of those benefits where premiums are waived for employees in receipt of long-term disability benefits from the Regina Civic Employees Long Term Disability Plan.

(iii) It is understood extensions to term positions resulting from this article are deemed to have been agreed upon by the Union and the Employer.

15.06 (a) The Employer will encourage employees by study, to advance themselves in fields which are of benefit to the Library and the employee. The Employer may grant employees leave of absence with or without pay for this purpose and shall maintain an Education Leave Policy, approved by the Employer, which will ensure such leave continues to be granted fairly, and in good faith. The Employer will provide a written response to requests for educational leave to both the employee and the Union, either granting the leave or outlining the reasons for its denial.

(b) The Employer may, if the employee so requests, reschedule an employee's work for the purpose of classes which the employee has chosen to take.

(c) With prior approval of the out-of-scope supervisor, employees may be granted one (1) paid day of leave to write any exam associated with classes the employees are taking which are of benefit to the library.

15.07 The Employer will apply a uniform policy of granting reasonable leave of absence of up to three (3) days with pay, on compassionate grounds based on the individual needs and circumstances of employees. Leave of absence with pay in excess of three (3) days shall be granted for the aforesaid reasons at the discretion of the Library Director and with the approval of the employee's out-of-scope supervisor and as to such excess, such leave of absence shall be deducted from the employee's accumulated personal and family sick leave credits. Should the employee have no, or insufficient, accumulated personal and family sick leave credits, such leave of absence in excess of three (3) days shall be deducted from future personal sick leave accumulation as the employee becomes entitled to same.

15.08 Employees shall be granted a paid leave of up to four hours to attend the examination required for them to become a Canadian citizen.

ARTICLE 16 - SICK LEAVE

- 16.01 Sick leave means the period of time an employee is absent from regularly scheduled work with full pay by virtue of being sick or disabled, exposed to contagious disease, or because of an accident for which compensation is not payable under *The Workers' Compensation Act* and includes such paid time for absence from work due to check ups and other preventative health care as well as specialist referrals.
- 16.02 Each employee shall accumulate personal sick leave credits on the following basis:
- For full time employees, one (1) personal day sick leave for each month of service. For part time employees one (1) personal day sick leave for each 157 hours worked. When an employee commences employment after the first of the month but before the fifteenth of the month, **their** sick leave will be calculated from the first of the month. When an employee commences employment on the fifteenth of the month or later, **their** sick leave will be calculated from the first day of the following month. Sick leave may not be made up by working on a day off.
- Family sick leave credits shall be used for personal sick leave when personal sick leave credits are exhausted.
- 16.03 When an employee is on unpaid leave of absence for not more than fifteen (15) days on any one occasion, or is on vacation, holiday, or paid leave of absence, **they** shall continue to accumulate personal and family sick leave credits based on normal hours not worked during such absence, provided that a part time employee shall accumulate such credits based on normal scheduled hours not worked during such absence and provided further that any employee on unpaid maternity leave shall not accumulate personal and family sick leave credits during such leave.
- 16.04 When an employee is laid off on account of lack of work, **they** shall not receive personal and family sick leave credit for the period of such absence but shall retain **their** cumulative credit, if any, existing at the time of such lay off.
- 16.05 Deduction from accumulated personal and family sick leave credits shall be based on deduction of one (1) hour for each normal working hour absent on personal and family sick leave. Fractions of time absent of one-quarter ($\frac{1}{4}$) hour or less shall not be deducted. Fractions of more than one-quarter ($\frac{1}{4}$) hour shall be deducted as one-half ($\frac{1}{2}$) hours.
- 16.06 On the request of the Employer, an employee may be required to provide evidence of qualification for sick leave or evidence on fitness to return to work after sick leave using the sick leave form mutually agreed upon between the parties. The Employer agrees to pay reasonable expenses above those paid by Medicare for such medical certificate.

- 16.07 Full time employees shall earn one-quarter ($\frac{1}{4}$) day of family sick leave for each month of service. Part time employees shall earn one-quarter ($\frac{1}{4}$) day of family sick leave for each 157 hours worked. Accumulated family sick leave credits cannot be overdrawn.
- 16.08 The Employer shall grant an employee family sick leave with pay up to fifteen (15) days each calendar year to act as a caregiver in the case of illness of an immediate family member. This leave may include paid time for absence from work to accompany a family member to check ups and other preventative health care appointments, provided an employee has made **their** best effort to arrange for medical appointments outside of scheduled working hours. Such leave shall be deducted from the employee's family sick leave credits accumulated under **this article**.
- 16.09 For the purposes of Articles 16.08, immediate family includes: spouse, common-law spouse, fiancé, parent, step-parent, parent-in-law, grandparent, sibling, child, step-child, foster child, a relative living in the same household and any other person for whom the employee demonstrates legal, financial or caregiver responsibility.
- Where the employee wishes to use family sick leave to act as a caregiver for a person not included in the previous definition, leave may be granted at the discretion of the out-of-scope manager.
- 16.10 Compassionate Care Leave: In addition to the leave provided under Article 16.08 an employee shall be granted a leave of absence without pay but without loss of seniority of up to eight (8) weeks, in order to care for a critically ill member of the employee's immediate family. Proof from a qualified medical practitioner, that the critically ill family member needs care or support is required. An employee shall apply for such leave in writing.

ARTICLE 17 - MATERNITY, PARENTAL AND ADOPTION BENEFITS

- 17.01 Maternity, parental and adoption leave (MPAL) will be granted in accordance with the provisions of *The Saskatchewan Employment Act*, Part II, Subdivision 11.
- (a) An Employee may take combined maternity and parental leave for a period of up to **seventy-eight (78) weeks**.
- (b) An employee may take combined adoption and parental leave for a period of up to **seventy-eight (78) weeks**.
- 17.02 Right to use vacation and/or personal and family sick leave:
- An employee who has medically substantiated need to be absent from work for health reasons either before, on or after the date of delivery, shall be allowed to access accumulated personal and family sick leave credits. The employee shall provide the

Employer with a medical certificate to substantiate the request. **They** may also use whatever vacation **they are** entitled to.

17.03 Effective January 1, 2015, a supplemental allowance for employees on maternity, parental and adoption leave shall be provided as follows:

- a) All permanent employees with one (1) year of service who are on maternity, parental or adoption leave are entitled to an MPAL supplemental allowance of ten (10) percent of their previous year's regular pay for up to six (6) months.
- b) The supplemental allowance shall be paid to the employee subject to signing a six (6) month (or prorated equivalent) return of service agreement.
- c) In order to be eligible for MPAL supplemental allowance employees must be receiving corresponding MPAL Employment Insurance benefits.

ARTICLE 18 - SEVERANCE PAY

18.01 All employees hired and commencing work on or prior to December 31, 2012 and having at least ten (10) years continuous service and at least thirty (30) days combined personal and family sick leave credits, upon retirement or termination of employment (except due to just cause) shall be paid at **their** regular rate of pay effective immediately prior to such termination, in the amount of 50% of all the employee's accumulated personal and family sick leave to a maximum of seventy-eight (78) days' pay.

18.02 If an employee hired and commencing work on or prior to December 31, 2012 terminates **their** employment on compassionate and/or extenuating grounds, for reasons such as personal ill health or physical infirmity, the ill health of **their** spouse or children or any other who may be dependent upon **them**, or a transfer of obligations on the part of **their** Employer, and who has at least five (5) years continuous service, shall be entitled to the benefits under the previous clause.

18.03 The provisions of Articles 18.01 and 18.02 shall not apply to employees who are hired and commence work after December 31, 2012.

ARTICLE 19 - WORKERS' COMPENSATION

19.01 When an employee is injured or contracts a disease in the course of **their** employment with the Employer and the Workers' Compensation Board adjudges the injury or disease to be one for which compensation is payable under *The Workers' Compensation Act*, the Employer shall pay, for a period not exceeding six (6) months following the injury or disease, the difference between the Workers' Compensation Board payments and the employee's normal earnings.

- 19.02 Following the expiry of the said period of six (6) months, and until such time as the Workers' Compensation Board decides that compensation is no longer payable in respect of such injury or disease, the Employer shall pay to such employee an amount equal to one-third (1/3) of such payments as may be made by the Workers' Compensation Board, from the expiry of said period of six (6) months and until the date when the Workers' Compensation Board shall decide said employee is no longer entitled to compensation payments provided, however, the combined payments shall not exceed the employee's regular rate of pay.
- 19.03 When an injured employee is placed on permanent, partial or total disability pension or a cash settlement by the Workers' Compensation Board, the Employer's payments in respect of such employee shall cease.

ARTICLE 20 - GENERAL PROVISIONS

- 20.01 All tools and equipment needed by the members of the Maintenance staff in the performance of their duties, including the provision of a parka for the truck driver, shall be provided and maintained by or at the expense of the Employer. When replacements are necessary, worn or broken items shall be returned by the person to whom they were assigned. No such tools shall be removed from Library premises except in the normal course of an employee's duties.
- 20.02 Where the Employer requires uniforms or other articles of wearing apparel to be worn by employees on duty, such articles shall be supplied by the Employer. **If the employee so wishes, uniforms may be laundered and repaired by the Employer. The Employer may require that uniforms be returned by the employee to the Employer upon termination of the employment.**
- 20.03 Employees who require smocks shall be supplied with same by the Library.
- 20.04 The parties will share equally the cost of producing sufficient copies of this Collective Agreement for the Library, the employees and the Union.

ARTICLE 21 - HOURS OF WORK

- 21.01 In respect to full time employees, the following terms shall apply:
- (a) The regular hours of work shall be thirty-six and one-quarter (36¹/₄) hours per week, not exceeding seven and one-quarter (7¹/₄) hours per day. Hours worked in excess of these hours shall be paid for at the rate of double the employee's regular rate of pay.
 - (b) The normal hours of work shall fall between the hours of 8:00 a.m. and 10:30 p.m. each day.

- 21.02 In respect to part time employees, the following terms shall apply:
- (a) Part Time employee's hours of work **are** averaged over a two (2) week period not to exceed seventy-two and one-half (72 ½) hours. In such cases, hours worked in excess of seven and one-quarter (7 ¼) hours per day will be paid at the employee's regular rate of pay.
 - (b) Upon mutual agreement of both parties, part time employees shall be entitled to hold more than one (1) part time job, provided there are no scheduling conflicts and the averaging of hours does not result in time worked in excess of full time.
- 21.03 For all employees, the work week shall be Sunday to Saturday.
- 21.04 **Part-time employees shall be paid at the rate of double their regular rate of pay for hours worked in excess of 72.5 hours in a pay period.**
- 21.05 No employee shall work overtime hours unless such overtime work has been authorized in advance by the employee's out-of-scope supervisor, or in **their** absence, any other out-of-scope supervisor.
- 21.06 Every employee shall have two scheduled days off each week, unless otherwise agreed between the Employer and the employee.
- 21.07
- (a) All full-time employees (except Maintenance staff) may be required to work not more than one (1) Sunday in four (4), except where required to work due to absence of other employees or for special programs. Such employees (except as aforesaid) working on Sunday will be given two (2) consecutive days off that week.
 - (b) All full-time employees shall be entitled to at least one (1) Saturday off in four (4), and shall not work more than two (2) evenings per week except due to the absence of other employees or for special programs. This clause shall not apply to Maintenance employees.
 - (c) All employees shall be paid at the rate of one and one-half (1½) times their regular rate of pay for all hours worked on Sundays.
 - (d) A part time employee may be required to work not more than three (3) Saturdays in four (4) and three (3) Sundays in four (4) without **their** consent.

21.08 **Rest Breaks**

- a) Each employee **who is scheduled to work greater than three (3) hours, but less than six and a half (6.5) hours** shall be entitled to a **paid** rest break of

fifteen (15) minutes approximately midway **through their shift and** at a time determined by the employee's supervisor.

- b) **Each employee who is scheduled to work equal to or greater than six and a half (6.5) hours shall be entitled to two (2) paid fifteen (15) minute rest breaks approximately midway during each half shift and at a time determined by the employee's supervisor or manager.**

21.09 (a) Initial schedules shall be posted six (6) calendar months in advance. Provisional work schedules shall be posted twenty-eight (28) calendar days in advance and confirmed ten (10) calendar days in advance. Deviations in the confirmed schedule shall be only by mutual agreement between the Employer and the employee affected. If there is no mutual agreement, **they** shall work the required scheduled day or days off and receive pay at the overtime rate unless by mutual agreement another day off is granted at a mutually agreed time.

- (b) An employees' scheduled hours of work or work location during any day may be changed by the Employer in case of an emergent situation or absence from work of another employee. If an employee is required during **their** workday to move from one location to another, **they** shall do so during **their** scheduled hours.

21.10 Upon the prior approval of the Supervisor(s) or acting Supervisor(s), an employee may trade shifts with another employee provided that all persons are properly qualified to do the necessary work.

21.11 An employee reporting for work on a scheduled shift of greater than three (3) hours shall be paid no less than three (3) hours at the regular rate of pay provided he is ready, willing and able to work the full scheduled shift. No employee will be required to work a shift of less than three (3) hours in duration unless agreed to by the Employer and employee concerned.

21.12 An employee who is called back to work after having completed **their** full workday (7¼ hours) and having left the Employer's premises shall be paid for a minimum of two (2) hours at the rate of double time. If such employee is called back a second time within two (2) hours of the original call back, the employee shall not be paid an additional such amount.

21.13 Split shifts will not be worked unless agreed to by the Employer and the employee concerned. A split shift means any shift split by one period greater than two (2) hours.

- 21.14 Employees shall not be required to work:
- (a) On the Sunday which falls closest to a Public Holiday falling on a Saturday or a Monday **on which the library is closed.**
 - (b) On the Sundays falling closest to Christmas and New Year's Days when those days fall on a Friday, Saturday or Monday.
- 21.15 Where more than one (1) overtime rate is applicable to the same hours worked, the employee shall be entitled to be paid only at the highest applicable overtime rate.
- 21.16 (a) The parties agree, pursuant to *Part II, Division 2 of The Saskatchewan Employment Act*, that an employee shall not be entitled to pay at the overtime rate by reason of the employee's length of time between shifts being less than sixteen (16) hours provided such period shall not be less than ten and one-half (10½) hours and that this clause shall be applied in the same manner in which hours are now worked in respect to the public services of the Library.
- (b) It is agreed that the major purpose of the Regina Public Library is to provide a service to the public of the City of Regina and that neither the quality nor the quantity of such service should be reduced, and the parties agree that they shall, if necessary, jointly apply to the Director of Employment Standards under Section 2-13 of *The Saskatchewan Employment Act*, for a permit exempting the Regina Public Library from the provisions of said Section.
- 21.17 (a) Any employee, who is required in writing by **their** out-of-scope supervisor to work after 9:30 p.m., shall be paid one and one-half (1½) times **their** regular rate of pay for such hours after 9:30 p.m., provided this clause will not apply to employees who are otherwise entitled to the overtime rate under this Article.
- (b) Any employee who performs scheduled work after 5:30 p.m. on Monday through Friday or at any time on Saturday shall be paid an additional **ninety (90)** cents per hour. When a regular scheduled shift begins after 5:30 p.m. and ends after midnight, the additional cents per hour shall be paid for the entire shift. Notwithstanding the foregoing, no such amount shall be paid where an employee is otherwise entitled to receive pay in excess of **their** regular rate as set forth in Schedule "A".
- 21.18 Upon the approval of the out-of-scope manager, an employee may bank time, calculated at the overtime rate, in lieu of overtime pay. The calculated time off shall be taken at a time mutually agreed upon between the employee and the supervisor within the six (6) month period following the time worked. Banked time not taken within the six (6) month period will be paid out.

21.19 If one or more employees request the Employer to implement job sharing arrangements for a particular position, the Employer shall consider such request, and if it is of the view that the position can be shared, it will establish, on terms and conditions set forth in the Agreement attached as Schedule "B" hereto, a job-sharing arrangement for such position. The Employer shall have the absolute discretion to decide if the position can be shared, and to refuse to enter into any agreement in respect of a job-sharing arrangement.

21.20 **Meal Break**

As per *The Saskatchewan Employment Act*, the Employer shall provide an unpaid meal break of thirty (30) minutes within every five (5) consecutive hours worked. Employees who work equal to or greater than six and a half (6.5) hours may receive up to a one (1) hour unpaid meal break.

ARTICLE 22 - PAYMENT OF WAGES

22.01 Wages shall be paid in accordance with Schedule "A".

22.02 Employees shall be paid every two weeks based on actual hours worked. Hours shall be itemized on the employee's pay statement as per Article 22.03.

22.03 The Employer shall provide on each payday to each employee an itemized statement identifying clearly each pay factor and related amount including the pay period, normal hours worked, hours worked at the overtime rate, public holiday, vacation and gross pay, total deductions and net pay. Provided that in the case of full time employees, such statement need not set forth the normal hours worked, public holiday pay or vacation pay. These statements will only be available electronically and pay will only be processed by direct deposit.

22.04 Wages shall be paid in accordance with Schedule "A" attached, retroactive to January 1, 2022, or date of hire (whichever is later) for all employees employed on the date of ratification. All employees who have retired subsequent to January 1, 2022 shall receive a lump sum retroactive payment to the date of retirement in accordance with Schedule "A".

ARTICLE 23 - INCREMENTS

23.01 In Schedule "A" the increments set forth are annual increments. Increments are granted to recognize satisfactory service and increased experience or value to the Library within the limit of the salary ranges in Schedule "A". **Increments are normally granted automatically. If an employee has participated in a Performance Improvement Plan since the last date of receiving an increment, the increment may be granted based on the recommendation of their out-of-scope**

manager. Subject to Article 23.02, increments to employees are to be granted effective the beginning of the pay period in which the increment date occurs.

- 23.02 An employee who is not granted **their** increment shall have the right to grieve under Article 9, and if no agreement is reached thereunder, to go to arbitration under Article 9, in which case the Arbitrator shall determine whether the increment shall be granted under the terms of this Article.
- 23.03 On promotion, the employee's increments in the new range will be effective the beginning of the pay period in which the anniversary date of the promotion occurs.
- 23.04 Employees other than full time employees shall, subject to effective date as mentioned in Article 23.01 above, be entitled to an increment of their pay range each time their accumulated normal hours worked reaches 1,885 hours until they have reached the top of their range.
- 23.05 When for any reason an employee is demoted, **their** increment date shall not be changed. **Their** rate of pay shall be adjusted to the same step in the lower **pay band** as **their** step prior to such demotion.
- 23.06 When an employee returns to the service after leave of absence without pay exceeding fifteen (15) days, **their** increment date shall be deferred by the number of days by which **their** leave of absence exceeds fifteen (15) days.
- 23.07 In the event an employee should change from full time to part time or vice versa, **they** shall for the purposes of calculating **their** next increment, receive credit for all hours worked since receiving **their** last increment.

ARTICLE 24 - TRANSPORTATION

- 24.01 Employees required to use their personal vehicle for Library business shall be reimbursed at **\$.59/kilometer** with a daily minimum of \$4.50.
- 24.02 Taxi service shall be provided by the Employer to an employee working on Sundays unless public transportation is available, and on other days such service shall be provided for an employee whose shift terminates on or after 10:30 p.m. and prior to 6:00 a.m. the following morning. This article does not apply to employees who have access to an automobile.
- 24.03 **If an employee is reassigned to a different location during their shift, they will be allowed to travel on work time and will be reimbursed for their transportation and/or parking costs.**

ARTICLE 25 – HEALTH AND SAFETY

- 25.01 (a) The parties shall co-operate in perfecting the safety measures now in effect, and further agree that the provisions for Health and Safety Committee, as provided for under *The Saskatchewan Employment Act*, Part III shall be carried out.
- (b) The Employer shall pay up to \$100.00 towards the cost of any appliance prescribed by a Medical Doctor and required by an employee to safely carry out **their** duties at work unless that cost is compensable by the Workers' Compensation Board.
- (c) An employee required to work constantly at, and to observe constantly a video display terminal, shall not be required to do so in excess of fifty (50) minutes per hour.

ARTICLE 26 - TECHNOLOGICAL CHANGE

- 26.01 (a) For the purposes of Article 26.01 "technological change" means:
- A change in the manner in which the Employer carries on the work, undertaking or business that is directly related to the introduction of equipment or material of a different nature or kind than that previously utilized by **them** in the operation of the work, undertaking or business.
- (b) The Employer will do what is reasonably possible, including information dissemination, training and retraining to ensure that no employee will lose employment or receive less remunerative employment or suffer any disadvantage because of technological change.
- 26.02 (a) For the purposes of Article 26.02 "technological change" means:
- (i) The introduction by an Employer into **their** work, undertaking or business of equipment or material of a different nature or kind than that previously utilized by **them** in the operation of the work, undertaking or business;
- (ii) A change in the manner in which the Employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material; or
- (iii) The removal by an Employer of any part of **their** work, undertaking or business.
- (b) The Employer when proposing to effect a technological change that is likely to affect the terms, conditions or tenure of employment of a significant

number (as may be defined in the Regulations to *The Saskatchewan Employment Act*), of the employees shall give notice of the technological change to the Union and to the Minister at least ninety (90) days prior to the date on which the technological change is to be effected.

- (c) A joint committee formed of Union and Employer representatives will meet annually and upon request of either party to discuss the Employer's plans with regard to new technology and to consider the possible effects of the change.

ARTICLE 27 - PENSION

27.01 All permanent employees eighteen (18) years of age and over shall be covered by the Regina Civic Employees' Superannuation and Benefit Plan. Employees shall also be covered by the Regina Civic Employees' Long Term Disability Plan as set out in Pension Bylaw No. 9566, City of Regina and contributions and benefits shall be governed by said Bylaws.

ARTICLE 28 - GROUP LIFE INSURANCE

28.01 The parties agree to maintain the existing Life Insurance Plan for employees the premium of which is paid 75% by the Employer, and 25% by deduction from the employee's salary.

28.02 Each permanent employee who normally works more than fifteen (15) hours per week, shall make application for membership in such Plan and thereafter maintain **their** membership in such Plan as a condition of employment.

28.03 All qualified employees who now or hereafter participate as members of the Group Life Insurance Plan, shall as a condition of their continuing employment in the Library, maintain their membership in such Plan during their entire service with the Library even if their normal hours worked per week falls below fifteen (15) after joining the plan.

ARTICLE 29 - SELF FUNDED LEAVE PLAN

29.01 All employees who have completed three (3) years of employment are eligible to participate in the Self-Funded Leave Plan and all terms, conditions, and benefits shall be governed by the said Plan as amended from time to time by agreement by the parties.

ARTICLE 30 - DENTAL PLAN

30.01 The parties agree to maintain the existing Dental Plan. The premiums for the Dental Plan shall be paid 100% by the Employer.

30.02 There shall be no change made to the carrier or the Dental Plan unless mutually agreed to by the parties. Permanent employees (full time and part time) elected to participate as members of the Plan and all permanent employees who now or hereafter participate as members of the Dental Plan shall, as a condition of their continuing in the employment of the Library, maintain their membership in such a Plan during their entire service with the Library.

ARTICLE 31 - COMPUTER DISCOUNT PURCHASE PLAN

31.01 The Employer shall provide interest free loans to employees for the purpose of purchasing computers, as per the Computer Purchase Plan Policy. Employees will be assessed a taxable benefit each pay period using the Canada Revenue Agency (CRA) prescribed interest rate on the outstanding loan amount.

ARTICLE 32 - EMPLOYEE AND FAMILY ASSISTANCE PLAN

32.01 The parties agree to develop and maintain an Employee and Family Assistance Plan. All employees will be eligible for assistance under the terms and conditions of the Plan. **All costs for the Employee and Family Assistance Plan shall be paid 100% by the Employer.**

ARTICLE 33 – HEALTH PLAN

33.01 The annual cost of the Health Plan to the Employer shall be **approximately between 2.4% and 2.6%** of the previous calendar years in scope payroll and the Employer shall not be responsible for any costs **above 2.6%**. **The Employer shall provide the Union by March 31 of each year the prior year’s cost of the Health Plan and the in-scope payroll. If in any year it is determined that costs are less than 2.4% or more than 2.6% of the previous years in scope payroll, the Employer shall consult CUPE Local 1594 to review the costs versus benefit coverage prior to making adjustments to benefits.**

33.02 **On completion of 942 hours worked or completion of the probationary period, whichever occurs first,** all employees shall join the Health Plan and shall, as a condition of their continuing in the employment of the Library, maintain their membership in such a Plan during their entire service with the Library.

ARTICLE 34 – CONTRACTING OUT

34.01 The Employer and the Union agree that discussions regarding contracting out should occur prior to the commencement of contract work. The discussions are for information purposes only and agreement of the Employer and the Union is not required prior to the contracting of work.

34.02 In order to facilitate discussions, the Employer will fully disclose its reasons for the tentative decision to contract out or sub-contract such work and give the Union an opportunity to suggest ways in which the work might otherwise be performed by members of the bargaining unit.

IN WITNESS WHEREOF the parties have executed this Agreement.

Signed this 17th day of October, 2022.

CUPE Local 1594

Dab. [Signature]
[Signature]
Glennys Perry
Chris Rodde

Regina Public Library Board

[Signature]
[Signature]
[Signature]
Pis

AN/tg.cope491

Schedule "A"
Effective January 1, 2022 to September 30, 2022

PAY BAND	PAY PERIOD	1	2	3	4	5
1	ANNUAL	27,916.85	29,274.05	30,593.55	31,950.75	33,289.10
	BI-WEEKLY	1,073.73	1,125.93	1,176.68	1,228.88	1,280.35
	HOURLY	14.81	15.53	16.23	16.95	17.66
2	ANNUAL	32,949.80	34,533.20	36,097.75	37,662.30	39,226.85
	BI-WEEKLY	1,267.30	1,328.20	1,388.38	1,448.55	1,508.73
	HOURLY	17.48	18.32	19.15	19.98	20.81
3	ANNUAL	38,001.60	39,792.35	41,564.25	43,355.00	45,183.45
	BI-WEEKLY	1,461.60	1,530.48	1,598.63	1,667.50	1,737.83
	HOURLY	20.16	21.11	22.05	23.00	23.97
4	ANNUAL	42,978.00	45,032.65	47,030.75	49,085.40	51,158.90
	BI-WEEKLY	1,653.00	1,732.03	1,808.88	1,887.90	1,967.65
	HOURLY	22.80	23.89	24.95	26.04	27.14
5	ANNUAL	48,010.95	50,254.10	52,591.50	54,834.65	57,096.65
	BI-WEEKLY	1,846.58	1,932.85	2,022.75	2,109.03	2,196.03
	HOURLY	25.47	26.66	27.90	29.09	30.29
6	ANNUAL	52,987.35	55,513.25	58,039.15	60,583.90	63,090.95
	BI-WEEKLY	2,037.98	2,135.13	2,232.28	2,330.15	2,426.58
	HOURLY	28.11	29.45	30.79	32.14	33.47
7	ANNUAL	58,020.30	60,772.40	63,543.35	66,314.30	69,047.55
	BI-WEEKLY	2,231.55	2,337.40	2,443.98	2,550.55	2,655.68
	HOURLY	30.78	32.24	33.71	35.18	36.63
8	ANNUAL	63,015.55	66,031.55	69,028.70	72,025.85	75,060.70
	BI-WEEKLY	2,423.68	2,539.68	2,654.95	2,770.23	2,886.95
	HOURLY	33.43	35.03	36.62	38.21	39.82
9	ANNUAL	68,010.80	71,271.85	74,514.05	77,756.25	80,998.45
	BI-WEEKLY	2,615.80	2,741.23	2,865.93	2,990.63	3,115.33
	HOURLY	36.08	37.81	39.53	41.25	42.97
10	ANNUAL	73,062.60	76,531.00	79,999.40	83,486.65	86,973.90
	BI-WEEKLY	2,810.10	2,943.50	3,076.90	3,211.03	3,345.15
	HOURLY	38.76	40.60	42.44	44.29	46.14
11	ANNUAL	78,039.00	81,752.45	85,484.75	89,198.20	92,949.35
	BI-WEEKLY	3,001.50	3,144.33	3,287.88	3,430.70	3,574.98
	HOURLY	41.40	43.37	45.35	47.32	49.31

Schedule "A"

Effective October 1, 2022 to December 31, 2022 for pay band 1 and 2

PAY BAND	PAY PERIOD	1	2	3	4	5
1	ANNUAL	30,593.55	31,950.75	33,289.10	34,646.30	35,965.80
	BI-WEEKLY	1,176.68	1,228.88	1,280.35	1,332.55	1,383.30
	HOURLY	16.23	16.95	17.66	18.38	19.08
2	ANNUAL	34,533.20	36,097.75	37,662.30	39,226.85	40,772.55
	BI-WEEKLY	1,328.20	1,388.38	1,448.55	1,508.73	1,568.18
	HOURLY	18.32	19.15	19.98	20.81	21.63
3	ANNUAL	38,001.60	39,792.35	41,564.25	43,355.00	45,183.45
	BI-WEEKLY	1,461.60	1,530.48	1,598.63	1,667.50	1,737.83
	HOURLY	20.16	21.11	22.05	23.00	23.97
4	ANNUAL	42,978.00	45,032.65	47,030.75	49,085.40	51,158.90
	BI-WEEKLY	1,653.00	1,732.03	1,808.88	1,887.90	1,967.65
	HOURLY	22.80	23.89	24.95	26.04	27.14
5	ANNUAL	48,010.95	50,254.10	52,591.50	54,834.65	57,096.65
	BI-WEEKLY	1,846.58	1,932.85	2,022.75	2,109.03	2,196.03
	HOURLY	25.47	26.66	27.90	29.09	30.29
6	ANNUAL	52,987.35	55,513.25	58,039.15	60,583.90	63,090.95
	BI-WEEKLY	2,037.98	2,135.13	2,232.28	2,330.15	2,426.58
	HOURLY	28.11	29.45	30.79	32.14	33.47
7	ANNUAL	58,020.30	60,772.40	63,543.35	66,314.30	69,047.55
	BI-WEEKLY	2,231.55	2,337.40	2,443.98	2,550.55	2,655.68
	HOURLY	30.78	32.24	33.71	35.18	36.63
8	ANNUAL	63,015.55	66,031.55	69,028.70	72,025.85	75,060.70
	BI-WEEKLY	2,423.68	2,539.68	2,654.95	2,770.23	2,886.95
	HOURLY	33.43	35.03	36.62	38.21	39.82
9	ANNUAL	68,010.80	71,271.85	74,514.05	77,756.25	80,998.45
	BI-WEEKLY	2,615.80	2,741.23	2,865.93	2,990.63	3,115.33
	HOURLY	36.08	37.81	39.53	41.25	42.97
10	ANNUAL	73,062.60	76,531.00	79,999.40	83,486.65	86,973.90
	BI-WEEKLY	2,810.10	2,943.50	3,076.90	3,211.03	3,345.15
	HOURLY	38.76	40.60	42.44	44.29	46.14
11	ANNUAL	78,039.00	81,752.45	85,484.75	89,198.20	92,949.35
	BI-WEEKLY	3,001.50	3,144.33	3,287.88	3,430.70	3,574.98
	HOURLY	41.40	43.37	45.35	47.32	49.31

Schedule "A"
Effective January 1, 2023 to December 31, 2023

PAY BAND	PAY PERIOD	1	2	3	4	5
1	ANNUAL	31,441.80	32,836.70	34,212.75	35,607.65	36,946.00
	BI-WEEKLY	1,209.30	1,262.95	1,315.88	1,369.53	1,421.00
	HOURLY	16.68	17.42	18.15	18.89	19.60
2	ANNUAL	35,475.70	37,096.80	38,699.05	40,301.30	41,884.70
	BI-WEEKLY	1,364.45	1,426.80	1,488.43	1,550.05	1,610.95
	HOURLY	18.82	19.68	20.53	21.38	22.22
3	ANNUAL	39,038.35	40,885.65	42,714.10	44,542.55	46,427.55
	BI-WEEKLY	1,501.48	1,572.53	1,642.85	1,713.18	1,785.68
	HOURLY	20.71	21.69	22.66	23.63	24.63
4	ANNUAL	44,165.55	46,276.75	48,331.40	50,442.60	52,572.65
	BI-WEEKLY	1,698.68	1,779.88	1,858.90	1,940.10	2,022.03
	HOURLY	23.43	24.55	25.64	26.76	27.89
5	ANNUAL	49,330.45	51,630.15	54,042.95	56,342.65	58,661.20
	BI-WEEKLY	1,897.33	1,985.78	2,078.58	2,167.03	2,256.20
	HOURLY	26.17	27.39	28.67	29.89	31.12
6	ANNUAL	54,438.80	57,040.10	59,641.40	62,242.70	64,825.15
	BI-WEEKLY	2,093.80	2,193.85	2,293.90	2,393.95	2,493.28
	HOURLY	28.88	30.26	31.64	33.02	34.39
7	ANNUAL	59,622.55	62,450.05	65,296.40	68,142.75	70,951.40
	BI-WEEKLY	2,293.18	2,401.93	2,511.40	2,620.88	2,728.90
	HOURLY	31.63	33.13	34.64	36.15	37.64
8	ANNUAL	64,749.75	67,841.15	70,932.55	74,005.10	77,134.20
	BI-WEEKLY	2,490.38	2,609.28	2,728.18	2,846.35	2,966.70
	HOURLY	34.35	35.99	37.63	39.26	40.92
9	ANNUAL	69,876.95	73,232.25	76,568.70	79,886.30	83,222.75
	BI-WEEKLY	2,687.58	2,816.63	2,944.95	3,072.55	3,200.88
	HOURLY	37.07	38.85	40.62	42.38	44.15
10	ANNUAL	75,079.55	78,642.20	82,204.85	85,786.35	89,367.85
	BI-WEEKLY	2,887.68	3,024.70	3,161.73	3,299.48	3,437.23
	HOURLY	39.83	41.72	43.61	45.51	47.41
11	ANNUAL	80,187.90	83,995.60	87,841.00	91,648.70	95,512.95
	BI-WEEKLY	3,084.15	3,230.60	3,378.50	3,524.95	3,673.58
	HOURLY	42.54	44.56	46.60	48.62	50.67

Schedule A
Effective January 1, 2024 to December 31, 2024

PAY BAND	PAY PERIOD	1	2	3	4	5
1	ANNUAL	32,308.90	33,741.50	35,155.25	36,587.85	37,963.90
	BI-WEEKLY	1,242.65	1,297.75	1,352.13	1,407.23	1,460.15
	HOURLY	17.14	17.90	18.65	19.41	20.14
2	ANNUAL	36,455.90	38,114.70	39,754.65	41,413.45	43,034.55
	BI-WEEKLY	1,402.15	1,465.95	1,529.03	1,592.83	1,655.18
	HOURLY	19.34	20.22	21.09	21.97	22.83
3	ANNUAL	40,112.80	42,016.65	43,882.80	45,767.80	47,709.35
	BI-WEEKLY	1,542.80	1,616.03	1,687.80	1,760.30	1,834.98
	HOURLY	21.28	22.29	23.28	24.28	25.31
4	ANNUAL	45,371.95	47,558.55	49,669.75	51,837.50	54,024.10
	BI-WEEKLY	1,745.08	1,829.18	1,910.38	1,993.75	2,077.85
	HOURLY	24.07	25.23	26.35	27.50	28.66
5	ANNUAL	50,687.65	53,043.90	55,532.10	57,888.35	60,282.30
	BI-WEEKLY	1,949.53	2,040.15	2,135.85	2,226.48	2,318.55
	HOURLY	26.89	28.14	29.46	30.71	31.98
6	ANNUAL	55,927.95	58,604.65	61,281.35	63,958.05	66,615.90
	BI-WEEKLY	2,151.08	2,254.03	2,356.98	2,459.93	2,562.15
	HOURLY	29.67	31.09	32.51	33.93	35.34
7	ANNUAL	61,262.50	64,165.40	67,087.15	70,008.90	72,911.80
	BI-WEEKLY	2,356.25	2,467.90	2,580.28	2,692.65	2,804.30
	HOURLY	32.50	34.04	35.59	37.14	38.68
8	ANNUAL	66,521.65	69,707.30	72,874.10	76,040.90	79,264.25
	BI-WEEKLY	2,558.53	2,681.05	2,802.85	2,924.65	3,048.63
	HOURLY	35.29	36.98	38.66	40.34	42.05
9	ANNUAL	71,799.65	75,249.20	78,679.90	82,091.75	85,503.60
	BI-WEEKLY	2,761.53	2,894.20	3,026.15	3,157.38	3,288.60
	HOURLY	38.09	39.92	41.74	43.55	45.36
10	ANNUAL	77,153.05	80,809.95	84,466.85	88,142.60	91,818.35
	BI-WEEKLY	2,967.43	3,108.08	3,248.73	3,390.10	3,531.48
	HOURLY	40.93	42.87	44.81	46.76	48.71
11	ANNUAL	82,393.35	86,314.15	90,253.80	94,174.60	98,133.10
	BI-WEEKLY	3,168.98	3,319.78	3,471.30	3,622.10	3,774.35
	HOURLY	43.71	45.79	47.88	49.96	52.06

SCHEDULE "B"
LETTER OF UNDERSTANDING
JOB SHARING AGREEMENT

1. The position to be shared is a full time permanent position being shared by two (2) employees who are co-ordinating their activities as if they were one. Usually this will be equal splitting of a position, and any other arrangements must be specifically approved by both Union and the Library.

The employee who originally filled the permanent full-time position is referred to as the incumbent and the person entering that position is the job sharer.

2. At the request of the incumbent or an out-of-scope supervisor, the Library will consider job sharing; and if the decision is favourable, the possibility will be discussed with the Union and the applicable employee(s). If the arrangement is Employer-initiated, both employees filling the position are referred to as job sharers.
3. If job sharing is to take place, only the vacant portion(s) will be posted.
4. Rates of Pay and Benefits:

The following shall be pro-rated based on time worked:

- Salary;
- Cost-shared benefit contributions;
- Vacation pay, sick leave, and other approved leaves of absence;
- Seniority, annual increments and other benefits based on service.

The Library will not be required to assume cumulative costs beyond that of one full time regular position (CPP and EI premiums excepted). No overtime premium shall be paid for the period when the two (2) job sharing partners engage in the natural exchange of work information to facilitate the job sharing arrangement.

Vacation leave and public holiday entitlement will be determined at the outset of any job sharing arrangement and must be planned in advance for ongoing job sharing. This entitlement shall be fairly administered.

5. If long term absence occurs due to an approved leave of absence, it is understood that the other employee will cover the period of absence, whenever possible, should the Library deem it necessary. In these instances, the regular rate of pay shall be paid as though the position were full time permanent. Should it not be possible for the other employee to cover the extended period of absence, then the vacancy may be filled.
6. If either employee wishes to return to full time employment at a time when the other portion of their job sharing position is not vacant, the individual must apply for a posted position.

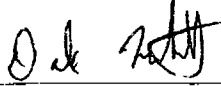
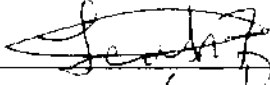
7. If either one of the employees sharing a position resigns or transfers, the position reverts to a full time position. The remaining partner would then assume the responsibilities of the position on a full time basis. If the remaining partner wishes to continue job sharing, the shareability of the position will be reviewed. If the review deems the position shareable, then the portion of the position will be posted.
8. In the event of a reduction in staff, both employees in the Job Share arrangement will be subject to the provisions of Article 10.
9. The continuation of the arrangement depends on a level of service satisfactory to the Library Director, who shall have the discretion to terminate the arrangement with ninety (90) day's notice.

In the event this happens and the position reverts to its former complement of duties, the incumbent whose job was being shared shall have first priority to it. If the arrangement was Employer-initiated, the most senior job sharer will have first priority to the position. Employees who are not placed will be subject to conditions of the respective layoff article. In this situation, the Library is not obligated to special considerations such as an employee's interest in part time work.

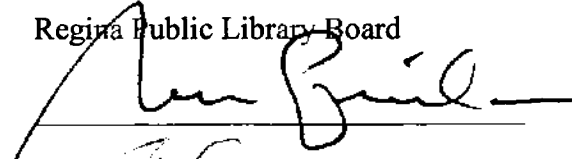

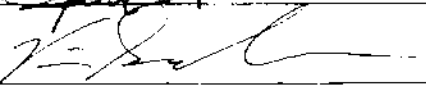

10. Either party to this agreement may request a review of this agreement at any time to address any concerns and/or changes to this agreement.
11. Either party may terminate this agreement by giving six (6) months notice in writing to the other party.

Signed this 17th day of October, 2022.

CUPE Local 1594



Wendy Kent
Cheri Koste

Regina Public Library Board

SCHEDULE "C"
LETTER OF UNDERSTANDING

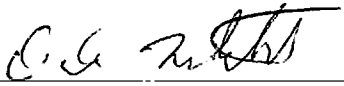
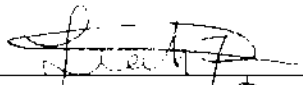
EMPLOYMENT INSURANCE PREMIUM REDUCTION PROGRAM

1. The parties agree that the employees' five-twelfths (5/12ths) portion of the premium reduction resulting from the Employment Insurance Premium Reduction Program will be paid to the benevolent fund established by the Union for the benefit of employees of Regina Public Library.

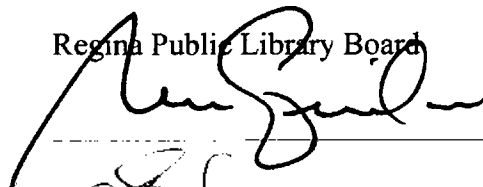
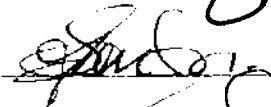


2. Either party may request a review of this agreement at any time to address revisions to the Employment Insurance Premium Reduction Program.

Signed this 17th day of October, 2022.

CUPE Local 1594



Andy Beant
Chris Baker

Regina Public Library Board

SCHEDULE "D"
LETTER OF UNDERSTANDING

FLEX TIME

1. Notwithstanding any other provisions of this Collective Agreement and subject to the efficient operation of the Library, at the request of a full time employee and with the prior approval of **their** supervisor, a full time employee may bank, at straight time. hours worked over seven and one-quarter (7¹/₄) hours per day, to a maximum of twenty one and three quarters (21³/₄) hours. Hours worked in excess of seven and one-quarter (7¹/₄) hours per day may be banked when the period of time is a minimum of one (1) hour per occasion to a maximum of two (2) hours per occasion.
2. Full time employees may carry over month to month a maximum of twenty-one and three quarters (21³/₄) hours, but shall be used by December 1st of the year in which it was banked.
3. Banked hours shall be taken off at a time mutually agreed between the supervisor and the full time employee.
4. Either party may terminate this agreement by giving thirty (30) day's notice in writing to the other party.

Signed this 17th day of October, 2022..

CUPE Local 1594

Dale [Signature]
[Signature]
Wendy [Signature]
Cheri [Signature]

Regina Public Library Board

[Signature]
[Signature]
[Signature]
[Signature]

SCHEDULE "E"
LETTER OF UNDERSTANDING

GREEN CIRCLING

As a result of the implementation of the Joint Job Evaluation Plan, on a one time only basis, employees who were classified into a pay band with a maximum rate of pay that was lower than the maximum rate of pay of their current pay band were green circled.

Therefore, the parties agree that the following employees are green circled until they vacate these positions:

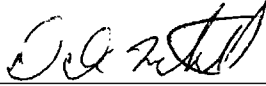
- | | |
|------------------|--|
| Jaret Selinger | Network Administrator (12126) |
| Wilfred Gayleard | Film Theatre Projectionist (part time) (18390) |
| Trevor Hopkin | Film Theatre Cashier (part time) (18386) |

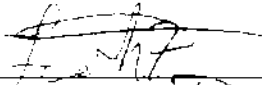
"Green circling" shall mean that an employee will continue receiving increments in **their** current pay band and will receive negotiated economic adjustments until **they** vacate **their** position.

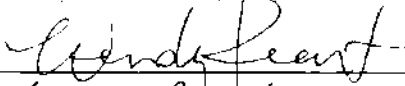
No further green circling shall be applied, and this Letter of Understanding shall automatically expire upon the above noted employees vacating these positions.


Signed this 17th day of October 2022.

CUPE Local 1594

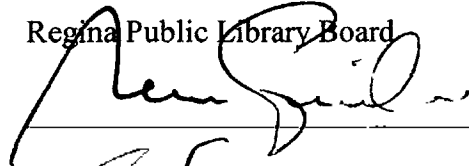











Regina Public Library Board









SCHEDULE "F"
LETTER OF UNDERSTANDING

SUMMER STUDENTS

The parties agree that:

- 1. Summer Students shall be fully covered by the collective agreement during their term, except for Article 12 (excluding Article 12.08), Article 21.07 a), b) and d), 21.09 a).**
- 2. Summer Student positions will be filled by candidates who are returning to studies within the next nine (9) months from start date.**
- 3. There shall be no more than four (4) Summer Students at one time. This number may be increased by mutual agreement between the parties.**
- 4. Summer Student terms shall be between April 15th and September 15th of each year unless otherwise mutually agreed upon.**
- 5. Summer Students will not displace permanent, probationary, or temporary employees.**
- 6. Summer Students shall be paid at the pay band relevant to the job they are performing.**
- 7. Either party may terminate this agreement by giving thirty (30) day's notice in writing to the other party. This LOU will remain in effect for any student who is currently working or has been offered employment under this LOU and will not be affected by the termination of this agreement.**

Signed this 17th day of October, 2022.

CUPE Local 1594

Gail Smith
[Signature]
Wendy Beart
Cheri Robke

Regina Public Library Board

[Signature]
[Signature]
[Signature]
[Signature]

SCHEDULE "G"
LETTER OF UNDERSTANDING

GRANDFATHERING

The parties agree that effective upon signing of the collective agreement the following shall apply:

- all current Library Assistants shall be Reference and Programming Assistants.
- all current Senior Public Services Clerks shall be Customer Service Associates.

Any required training shall be provided to individuals without loss of pay.

All current employment conditions including but not limited to seniority, benefits and home location shall not be impacted.

Signed this 17th day of October, 2022.

CUPE Local 1594

Dale Smith
Frank
Wendy Beart
Chris Rake

Regina Public Library Board

[Signature]
[Signature]
[Signature]
[Signature]

SCHEDULE "H"
LETTER OF UNDERSTANDING

COVID-19 PANDEMIC – PERSONAL SICK TIME FOR CHILDCARE

1. Preamble

This Letter of Understanding is made Without Prejudice and Without Precedent to the interpretation or application of the collective agreement, or any other agreements between the parties, or to any dispute between the parties.

Due to the unprecedented circumstances arising from the COVID-19 pandemic, the parties agree to the following one-time exception for the use of personal sick leave.

2. Guiding Principles

The following principles shall apply during the term of this agreement:

- a) As there is no precedent for this situation and the situation remains fluid, the parties recognized that things are likely to change, and the Employer will adapt and make decisions based on the information reasonably available at the time. Prior to any changes being made, the employer shall communicate the details of those changes to the union.
- b) Unresolved disputes will be subject to the normal grievance procedure.
- c) The Employer and the union shall meet periodically to share updates with each other and address any concerns that may arise given this fluid situation.

3. Term of this Agreement

The Letter of Understanding shall expire **when the emergency declaration is lifted or earlier at the mutual agreement of the parties.**

4. Authorization to use Personal Sick Time

- 1) Employees may be permitted to use up to ten (10) days of personal sick leave for the purpose of providing care or supervision to a child or children for whom they have primary responsibility if the child or children are required by the Saskatchewan Health Authority to be isolated due to COVID-19. This will not apply to self-monitoring situations, or situations arising from discretionary action (e.g. inter-provincial, or international travel, etc).
- 2) The granting of this exceptional use of personal sick leave requires the approval of the Library Director's office. Requests for leave are to be submitted to the Human Resources office. Requests shall not be unreasonably denied.


- 3) This may only be used if they have exhausted their family sick leave credits from their bank entitlements.
- 4) Leave with pay taken in accordance with this Letter of Understanding and/or Article 16.08 shall not exceed a total of fifteen (15) days of leave in a calendar year.
- 5) The Employer may require documentation from a health professional or school official in support of requests for use of personal sick leave in these circumstances.
- 6) Any other requests for sick time would follow the usual provisions of the collective bargaining agreement under Article 16 – Sick Leave.

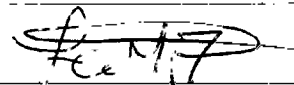
5. Other

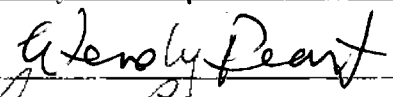
All other provisions of the collective agreement will continue to apply except as outlined in this Letter of Understanding.

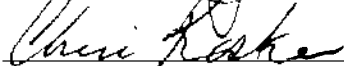
Dated at Regina, Saskatchewan this 7th day of October, 2022.

CUPE Local 1594

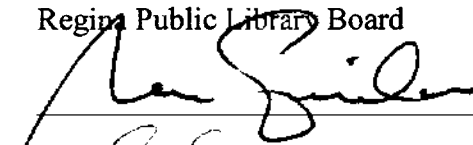





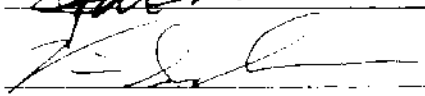





Regina Public Library Board









SCHEDULE "I"
LETTER OF UNDERSTANDING

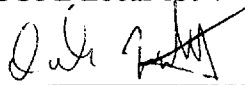
PUBLIC HOLIDAYS

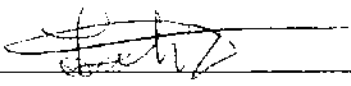
The parties agree to the following regarding the library opening on Public Holidays:

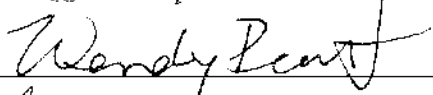
1. By July 1, the Employer shall post the tentative dates of Public Holidays it intends to open in the following calendar year. The confirmed dates shall be posted by December 15. The parties recognize that plans may change due to unforeseen circumstances.
2. For scheduling purposes, employees will be given an opportunity to indicate that they have a preference to work on the Holiday, and their location preferences. Such preferences shall be taken into account.
3. To accommodate employee preferences, employees may be scheduled at any location or unit to provide coverage on Public Holidays.
4. The parties recognize that scheduling must ensure operational needs are met.

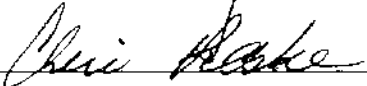
Dated at Regina, Saskatchewan this 17th day of October, 2022.

CUPE Local 1594

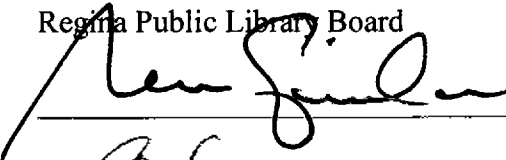





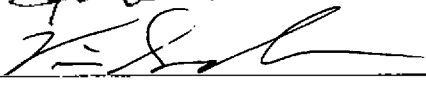





Regina Public Library Board










SCHEDULE "J"
LETTER OF UNDERSTANDING

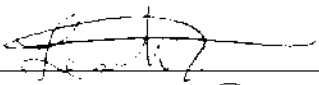
TERM POSITIONS

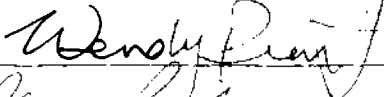
1. If an existing position becomes vacant for a period of three months or less the Employer may waive the provisions of Article 12 and fill the vacancy with an employee using a lateral transfer or by assigning temporary performance of higher duties to an employee. Upon mutual agreement between the parties, the term position may be filled with an external candidate without posting.
2. If the Employer chooses to fill a short-term vacancy by laterally transferring an employee or by assigning the temporary performance of higher duties to an employee, the Employer may fill the resulting vacancy in accordance with paragraph 1.
3. If a position that is filled in accordance with this Letter of Understanding is extended beyond a three (3) -month period, the parties may agree to extend the incumbent. In the absence of agreement, the position may remain vacant or the period beyond three (3) months may be posted. If the position is posted, the temporary incumbent will remain in the position during the posting and recruitment process.
4. This Letter of Understanding will expire two years after the date of signing of the collective agreement, unless renegotiated or re-signed.

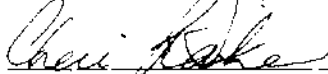
Dated at Regina, Saskatchewan this 17th day of October, 2022.

CUPE Local 1594









Regina Public Library Board

