

# **A G R E E M E N T**

between

**THE LAKELAND LIBRARY REGIONAL BOARD**

and



**LOCAL #3077**

**April 1, 2022 to March 31, 2025**

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THIS AGREEMENT ENTERED INTO THIS 6<sup>th</sup> DAY OF February A.D. 2023

BETWEEN: THE LAKELAND LIBRARY REGIONAL BOARD  
In the LAKELAND LIBRARY REGION,  
of the City of North Battleford,  
in the Province of Saskatchewan,

Hereinafter called the "Employer" of the First Part,

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 3077

Hereinafter called the "Union" of the Second Part.

### PURPOSE

The general purpose of this Agreement entered into by collective bargaining is to outline in writing those matters agreed to by the parties with respect to working conditions and rates of pay, and to provide a means of settling grievances of employees. Now, Therefore, Lakeland Library Region and the Union mutually agree as follows:

### ARTICLE 1 – RECOGNITION AND DEFINITIONS

- 1.1 The Employer recognizes the Union as the sole collective bargaining agent for the employees covered by this Agreement.
- 1.2 The Union shall have the right to have the assistance of representatives of the Canadian Union of Public employees when meeting with the Employer.
- 1.3 The Union recognizes the responsibility of its members to perform their respective duties for the said Employer and at all times to carry out their individual responsibilities according to the regulations, methods, standards, and procedures established by the Employer, insofar as they do not conflict with the terms of this Collective Agreement.
- 1.4 Wherever a reference is made to gender or number of a noun or pronoun within this Agreement it shall be considered that the opposite term or any gender also applies.
- 1.5 For the purposes of this Agreement, the following definitions shall apply:
  - i) Permanent employees are full and part-time (other than casual) employees who have satisfactorily completed their probation and are hired for a regular staff position (other than a term position).

- a) A full-time employee is an employee who is appointed to a full-time position and is regularly scheduled to work the full daily and weekly hours as stated in Article 19.
  - b) A part-time employee is one who is regularly scheduled to work less than the full weekly hours as stated in Article 19.
  - ii) Casual employees are those who do not work a regular schedule but are scheduled for a specific purpose, or on an as needed basis or a call-in basis for the relief of full-time or part-time employees.
  - iii) A term employee is a person who is hired for a specific term of more than sixty (60) days but not more than twenty-four (24) months, to relieve in the absence of a permanent employee or fill a temporary requirement.
- 1.6 The Employer agrees to inform new employees with the fact that a Union agreement is in effect and with the conditions of employment set out in the articles dealing with union membership requirements and dues check-off.
- 1.7 Where the Employer conducts staff orientation sessions, the Union shall provide an orientation package which shall be presented to the newly hired employees.

## ARTICLE 2 – NON-DISCRIMINATION

- 2.1 The Employer, employees and Union agree that there will be no discrimination with respect to any employee by reason of race or perceived race, colour, ancestry, nationality, place of origin, political or religious affiliation, creed, age, sex, sexual orientation, gender identity, family status or marital status, disability, receipt of public assistance nor by reason of membership or non-membership in a Trade Union.

## ARTICLE 3 – SCOPE

- 3.1 This Agreement shall cover all employees of the Lakeland Library Region Board except the Library Director/CEO; North Battleford Librarian/Manager; Meadow Lake Librarian/Manager; Community Services Librarian, Finance & Payroll Manager; Network/Systems Administrator; Technical Services Manager; Deputy Director; short term employees whose wages are funded by agencies external to Lakeland Library Region; and further excepting library employees in the City of Lloydminster, Alberta.
- 3.2 It is understood and agreed that Casual and Term employees are excluded from the terms and provisions of this agreement, except as provided in Appendix "A" attached hereto and forming part of this Agreement.

#### ARTICLE 4 – MANAGEMENT'S RIGHTS

- 4.1 The Management of Lakeland Library Region reserves all management rights and functions including the following:
- i) To manage Lakeland Library Region and to provide direction of the working force, including the right: to plan, direct and control operations; to maintain the discipline and efficiency of the employees, and to require employees to observe the rules and regulations of Lakeland Library Region; to hire, lay off, or relieve employees from duty; to suspend, demote, transfer, promote, discipline and discharge employees for cause.
  - ii) The enumeration of management rights as set out above shall not exclude other management functions not specifically set forth. Lakeland Library Region therefore retains all management rights not otherwise specifically covered in the Agreement.
  - iii) The Employer agrees that the exercise of its Management Rights shall not violate any provisions of this Agreement.

#### ARTICLE 5 – UNION SECURITY

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

#### ARTICLE 6 – DUES CHECK OFF

- 6.1 Upon receipt of a written request from an employee, 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, initiation fees, and assessments regularly required of all members, and the Employer shall furnish to the Union a written list of the employees from whom such deductions have been made and a list of all hirings. Dues deducted shall be forwarded to the Treasurer of the Local by the thirtieth (30<sup>th</sup>) day of the following month.
- 6.2 The Union shall furnish the Employer in writing the amount to be deducted from each employee who has authorized such deductions not less than thirty (30) consecutive days before the effective date for such deductions.

- 6.3 The Union shall provide the Employer with a current list of duly authorized representatives including the Executive, committees and shop stewards. The Union shall advise the Employer within seven (7) consecutive days of any changes being made.
- 6.4 It shall be the responsibility of every employee to advise the Employer and the Union of any changes in his address or telephone number. The Employer shall rely on the most current information provided by the employee.

#### ARTICLE 7 – JOB CLASSIFICATION

- 7.1 Lakeland Library Region agrees to pay all employees covered by this Agreement not less than the Schedule of Wages as set out in Schedule "A" attached and made part of this Agreement.
- 7.2 The Union acknowledges the need for the flexibility of job classifications requiring employees to perform services outside of their job classification in order to ensure the efficient operation of Lakeland Library Region.
- 7.3
- i) Each time an employee is assigned by their supervisor to perform the major responsibilities and principle duties of a position senior to that they normally hold in excess of two (2) consecutive working days, that employee shall be paid for the time so assigned at the increment level of such higher classification which will provide an increase in pay commencing on the third consecutive day. In no case shall an employee receive a higher rate of pay than the maximum rate in the pay band for the higher position.
  - ii) Employees assigned by her supervisor to work in an out-of-scope position in excess of three (3) consecutive working days shall be paid a premium of one dollar and twenty-five cents (\$1.25) per hour for the time so assigned commencing on the fourth consecutive day.

#### ARTICLE 8 – LAYOFF NOTICE

- 8.1 Notice of termination or layoff of employees shall be as follows: Except for just cause other than shortage of work, or organizational/technological change, the Employer shall not discharge or layoff an employee who has been in the service of the Employer for at least three (3) continuous months without giving that employee at least the following notice or pay in lieu thereof:
- i) one (1) week written notice if his period of employment is less than one (1) year;
  - ii) two (2) weeks written notice if his period of employment is one (1) year or more but less than three (3) years;
  - iii) four (4) weeks written notice if his period of employment is three (3) years or more

but less than five (5) years;

- iv) six (6) weeks written notice if his period of employment is five (5) years or more but less than ten (10) years;
- v) eight (8) weeks written notice if his period of employment is ten (10) years or more.

Notice of termination or layoff of employees shall be forwarded to the Union at the time of issuing the notice.

- 8.2 In the event of resignation all full-time permanent employees are required to give at least two (2) weeks' written notice to the Library Director/CEO. In the event of resignation all part-time permanent employees are required to give at least two (2) weeks' written notice to the Librarian/Library Manager of the North Battleford Branch or of the Meadow Lake Branch or the Library Director/CEO depending on their place of employment. Notwithstanding the above, such notice may be either waived or modified by mutual agreement between the Employer and the employee concerned.

#### ARTICLE 9 – SENIORITY

- 9.1 A new full-time employee shall be on probation for a continuous working period of nine hundred and forty (940) hours; a new part-time employee shall be on probation for nine hundred and forty (940) hours of actual work. Upon completion of the prescribed probationary period, seniority shall be established retroactive to the date on which the employee last entered the service of Lakeland Library Region, provided however, that part-time employees shall accumulate seniority on the basis of the number of hours actually worked. Seniority rights may be exercised only within an employee's specific Branch.

When an employee has been laid off, they may only exercise bumping rights in the Branch from which they were laid off.

- 9.2 During the probationary period, employees may be terminated for reasons of general unsuitability and that said employee shall have no right of recourse to the grievance and arbitration procedure if so dismissed, and the discharge shall be deemed for just cause.

- 9.3 Seniority shall be broken and all rights forfeited when:

- i) An employee is dismissed by the Employer for just cause;
- ii) An employee voluntarily leaves the service of the Employer;
- iii) An employee fails to report to work after the end of a period of leave of absence;
- iv) An employee fails to return to work from layoff within fourteen (14) calendar days of recall by registered mail except where failure to comply is due to sickness or

other reasons acceptable to the Employer. It shall be the responsibility of employees to keep the Employer informed of their current address;

- v) An employee has been continuously laid off due to lack of work for a period of twelve (12) months or a period in excess of the accumulated seniority of the employee at the time of lay off, whichever is the lesser;
- vi) An employee is absent from work in excess of two (2) years because of sickness, disability or accident;
- vii) A casual employee who has had the opportunity to but has not worked for two (2) consecutive months; and
- viii) An employee is absent without authorization or sufficient cause for three (3) consecutive days.

9.4 The Employer shall maintain seniority lists for Headquarters and each Branch showing the date upon which each employee's service commenced from the date of hire for full-time employees and the total hours worked for part-time employees since the last date of hire. An up to date seniority list shall be sent to the union complete with employees' home addresses, phone numbers, work location, job classification and job status in January of each year. Seniority lists, minus the employees' home addresses and phone numbers, shall be posted on applicable bulletin boards in January of each year.

#### ARTICLE 10 – POSTING OF VACANCIES

- 10.1 All permanent and term vacancies or newly established positions lasting longer than sixty (60) days shall be posted within the applicable Branch or Headquarters for at least seven (7) calendar days to allow employees in that Branch to apply. The job posting shall include required qualifications and rates of pay, work location and job status. A copy of the posting shall be provided to the Union.
- 10.2 Employees shall be entitled to bid for vacancies within their Branch of employment by means of written application within the seven (7) calendar days of posting. Where qualifications and ability are relatively equal and sufficient the senior applicant shall be awarded the position.
- 10.3 Employees who have passed their probationary period and are selected to fill a vacancy in accordance with this Article shall be on trial in the new position for a period of four hundred and fifty (450) hours worked from the date of appointment. During this period the employee may be returned by the Employer or voluntarily choose to return to their former position and wage rate, without loss of seniority and benefits.

## ARTICLE 11 – LAY OFFS AND RECALLS

- 11.1 When reducing staff or recalling laid off staff, seniority, within the Branch affected, shall prevail; provided, however, the senior employee has the qualifications and ability to handle the work to be performed.

## ARTICLE 12 – PART-TIME, TERM AND CASUAL EMPLOYEES

- 12.1 The Employer has the right, in its absolute discretion, to hire Casual, Part-time and Term employees as required for regular coverage and for emergency situations, which are to be determined at the sole discretion of management. The Employer, therefore, also exclusively retains the right to determine the complement of full-time employees in any classification.
- 12.2 The Employer shall call in part-time and casual employees in order of their seniority within the individual branch.

## ARTICLE 13 – SAFETY AND HEALTH

- 13.1 The parties agree to carry out the provisions for health and safety as provided under *The Saskatchewan Employment Act* and the Occupational Health and Safety Regulations of the Province of Saskatchewan. Safety and Health Committees shall be established in North Battleford Branch and Lakeland Headquarters and be composed of two (2) representatives appointed by the Employer and two (2) representatives appointed by the Union.

(For further information: *The Saskatchewan Employment Act:*  
<http://www.qp.gov.sk.ca/documents/English/Statutes/Statutes/s15-1.pdf>  
*Occupational Health and Safety Regulations of the Province of Saskatchewan:*  
<http://www.publications.gov.sk.ca/freelaw/documents/english/regulations/repealed/o1r1.pdf>)

## ARTICLE 14 – TECHNOLOGICAL CHANGE AND STAFF TRAINING

- 14.1 Technological Change – The parties agree to follow the current provisions of *The Saskatchewan Employment Act*, regarding any technological change.
- 14.2 Employer approved staff training or retraining will be governed by the following guidelines:

### Required Courses

If the supervising librarian or Lakeland Board requests an employee to take an upgrading course, there will be no expense to the employee. The employee shall suffer no loss of regular pay during this absence from his duties and shall be reimbursed for actual expenses, i.e. course fees, travel, accommodation, and meals.

## ARTICLE 15 – GRIEVANCE PROCEDURE

- 15.1 A grievance shall be defined as any dispute or difference between the Employer and any employee(s), or the Union, regarding the interpretation, meaning, operation, application, or alleged violation of this agreement or a case where an employee, except a probationary employee, is alleged to have been unjustly dismissed or formally disciplined.
- 15.2 Any grievance submitted shall specify the Article(s) and Section(s) of the Agreement alleged to have been violated, the circumstances and occurrence leading to the alleged violation and the redress or adjustment requested.
- 15.3 No grievance shall be considered which is not presented within ten (10) consecutive working days after the event or circumstances giving rise to the complaint came to the attention of, or should have come to the attention of the employee or employees concerned.
- 15.4 Where a grievance does arise, the parties to this Agreement shall make an earnest effort to resolve such differences through the following procedure:

### STEP 1:

The aggrieved employee, with the Steward present, if the employee desires, shall present a written grievance to the employee's immediate out of scope Supervisor. If an adjustment satisfactory to the employee concerned is not made within four (4) consecutive working days of the time it is brought to the attention of the Supervisor, the grievance shall be processed as follows or considered settled.

### STEP 2:

Failing satisfactory adjustment within the time limit of Step 1, the employee may within seven (7) consecutive working days; but not thereafter, from the time the Supervisor gave their answer or refused to give an answer, submit a written grievance to the Library Director/CEO at Headquarters, in the City of North Battleford, in the Province of Saskatchewan. The Library Director/CEO may request a meeting and investigate the circumstances, consider the grievance and give the employee a written decision within seven (7) consecutive working days from the date of the meeting or receipt of the grievance.

- 15.5 If satisfactory settlement is not reached in Section 4, either party may request arbitration providing the request is made in writing within, but not after fifteen (15) consecutive working days of the decision of Section 4.
- 15.6 The party requesting arbitration shall notify the other party of the name of their appointee to an Arbitration Board. Within fifteen (15) consecutive working days of receipt of such written notice, the party so notified will notify the other party of his appointee to the Arbitration Board. The two (2) appointees shall meet as soon as practical; but unless otherwise agreed between the Employer and the Union, within a period of ten (10) consecutive working days and jointly select a Chairman.

- 15.7 If the appointees cannot agree upon a Chairman or fail to do so under 15.6 above, they shall jointly request the Minister of Labour of Saskatchewan to appoint a qualified person to act as Chairman of the Arbitration Board.
- 15.8 The Arbitration Board shall not have jurisdiction to alter, add to, subtract from this Agreement or to substitute any new provisions in lieu thereof or to give any decision inconsistent with the terms of this Agreement or to deal with any matter not covered by this Agreement.
- 15.9 The decision of the Arbitration Board shall be final and binding on both parties. Each party shall bear the expenses of its Appointee and the Employer and the Union shall equally bear the fee and expenses of the Chairman.
- 15.10 The time limits specified in Section 4, 5 and 6 above may only be extended by the written agreement of the Employer and the Union. In the absence of such agreement, the following shall apply:
- i) Should the Employer fail to reply within the required time limits, the Union shall have the right to proceed to the next step.
  - ii) Should the Union fail to proceed to the next step within the required time limits, the grievance shall be considered settled in accordance with the Employer's answer at the last step, and the grievance shall be deemed to be abandoned.
- 15.11 In the event of any grievance involving a group or groups of employees the grievance procedure may be commenced at any step involving the first designated official of the Employer having jurisdiction over the employees affected or the subject matter concerned.
- 15.12 No grieving employee or member of the Grievance Committee will suffer loss of pay by reason of the time spent in discussing grievances with the representatives of the Employer.
- 15.13 It is agreed and understood that either party (Employer or the Union) may, by mutual agreement, convene a meeting prior to the arbitration procedure with a view to resolving the dispute or grievance.
- 15.14 The Union shall notify the Employer of the personnel of its Grievance Committee and of any changes in such personnel.
- 15.15 In the discussion of grievances with representatives of the Employer, a member or members of the Grievance Committee may be accompanied by representatives who have been appointed or elected by the Union.
- 15.16 The Employer and the Union may by mutual agreement appoint a single Arbitrator to act in the place of the Arbitration Board provided for in 15.6 and 15.7 above.

## ARTICLE 16 – LEAVE OF ABSENCE

- 16.1 Leaves of absence without pay for personal reasons may be granted by the Employer.
- 16.2 For a leave of absence of less than two weeks an employee shall give written notice to her immediate supervisor at least one (1) week before the beginning of such leave. For a leave of absence of more than two (2) weeks an employee shall give written notice to her immediate supervisor at least two (2) weeks before the beginning of such leave.
- 16.3 An employee on leave of absence without pay shall not be eligible for payment of statutory holidays which fall during the authorized period of absence insofar as it does not contravene *The Saskatchewan Employment Act*.
- 16.4 The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without loss of seniority, but with no benefits or salary, so that the employee may be a candidate in federal, provincial, municipal, school division or conseil scolaire elections.

An employee who is elected or selected for full-time position with the Union or anybody with which the Union is affiliated, shall be granted leave of absence without loss of seniority for a period of up to one (1) year. Such leave may be renewed, by the Employer, on the request of the employee, during their term of office. Such employee shall receive his benefits as provided for in this agreement, but the Union shall reimburse the Employer for all benefits during the period of absence.

- 16.5 Up to four (4) employees, not more than two (2) from any Branch or Headquarters, may be granted leave of absence without pay, to attend conventions or meetings on behalf of the Union, insofar as operations permit.
- 16.6 The Employer agrees to provide Maternity, Parental and Adoption Leave as follows or as otherwise provided by *The Saskatchewan Employment Act* or any applicable legislation (should these Acts prevail);

### 16.6.1. Maternity Leave

- i) An employee who is currently employed and has been in the employment of the employer for a total of at least thirteen (13) weeks in the fifty-two (52) weeks immediately preceding the day on which the requested leave is to commence, is entitled to a minimum of nineteen (19) weeks maternity leave without pay, which the employee may choose to take in any combination of time from twelve (12) weeks before and seventeen (17) weeks after the estimated date of birth.
- ii) The employee should submit to her employer a written application for maternity leave four (4) weeks in advance of the date on which she wishes to begin her leave. The application will specify the date the employee wishes to leave and the

date she wishes to return to work.

The maternity leave application should be accompanied by a medical certificate from a doctor indicating that the employee is pregnant and specifying the estimated date of birth.

- iii) a) When the employer has granted maternity leave to an employee pursuant to this Article, it shall, at the expiration of the leave, reinstate the employee in the position occupied by the employee at the time the leave commenced, or in a comparable position, with no loss of accrued seniority or benefits or reduction in wages.
- b) For the purposes of seniority and rights of recall, being on maternity leave does not constitute a break in service, and seniority and rights of recall continue to accrue while an employee is taking maternity leave.
- c) Subject to subsection (4), an employee is entitled to continue participating in any benefit plan that is prescribed in the regulations for the purposes of this subsection while taking maternity leave if the employee pays contributions required by the plan.
- d) A benefit plan that does not permit the participation of employees in accord with subsection (3) must be amended to permit that participation not later than three years after the day on which this section comes into force.

#### 16.6.2. Parental Leave

In addition to maternity leave and adoption leave, parental leave can be taken following maternity or adoption leave, or separately.

- i) The employer shall grant parental leave to any employee who is currently employed and has been in the employment of the Employer for a total of at least thirteen (13) weeks during the fifty-two (52) weeks immediately preceding the day on which the requested leave is to commence.

In the case of the birth mother, parental leave shall consist of a period of not more than fifty-nine (59) consecutive weeks, without pay, should the employee take the full combined maximum maternity and parental leaves of seventy-eight (78) weeks.

In the case of another parent deciding to take the entire leave or is collecting Employment Insurance benefits, parental leave shall consist of a period of not more than sixty-three (63) weeks, without pay.

The employer shall, on application, grant to any employee who fails to comply with Article 16.2.B) parental leave for a period of twelve (12) consecutive weeks, without pay, commencing on a day within three (3) weeks after the date of birth of the child or the day on which the child comes into the employee's care, as the case may be.

- ii) Submits to the employer a written application for parental leave:
  - a) at least four (4) weeks before the day specified by the employee in the application as the day on which the employee intends to commence parental leave; or
  - b) in the case of an employee who is taking maternity leave, at least
  - c) four (4) weeks before the day on which the employee was scheduled to return from maternity leave, which is deemed to be the day on which the employee intends to commence parental leave.

16.6.3 Adoption Leave

- i) The employer shall grant adoption leave without pay to any employee who is currently employed and has been in the employment of the employer for a total of at thirteen (13) weeks in the fifty-two (52) weeks immediately preceding the day on which the requested leave is to commence provided:
- ii) the employee shall submit to the employer a written application for leave at least four (4) weeks prior to the day on which the child comes into the employee's care; and
- iii) the employee is to be the primary caregiver of the adopted child during the period of the leave.
- iv) the adoption leave consists of a period of not more than nineteen (19) weeks commencing on the day the child becomes available for adoption.

16.7 Seniority does not accumulate for leaves of absence of ten (10) working days or more in duration.

16.8 When an employee is subpoenaed for Jury Duty or as a Court witness for work related matters they 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.

ARTICLE 17 – STATUTORY HOLIDAYS

17.1 The following will be recognized as Statutory Holidays:

- |                  |                 |
|------------------|-----------------|
| New Year's Day   | Good Friday     |
| Victoria Day     | Canada Day      |
| Saskatchewan Day | Labour Day      |
| Thanksgiving Day | Remembrance Day |

Christmas Day  
Family Day

Boxing Day

and any statutory holiday proclaimed by the Provincial government.

Should a Statutory Holiday fall on a Saturday or Sunday, the Employer may designate either the previous Friday or the following Monday in lieu of the Holiday, providing all employees in the same facility take the same day for the holiday, and where practical, the employees are given thirty (30) days written notice of the change.

#### ARTICLE 18 – ANNUAL VACATION

**18.1** Employees shall be entitled to vacation leave with pay to be taken in part or in whole only after it is earned as follows:

Employees with less than one (1) year of employment, shall accumulate vacation at the rate of one and one-quarter ( $1 \frac{1}{4}$ ) days per month of service.

- i) After one (1) year of employment fifteen (15) days paid vacation calculated at the rate of one and one-quarter ( $1 \frac{1}{4}$ ) days per month of service.
- ii) During the eighth (8<sup>th</sup>) year of continuous employment and thereafter earn twenty (20) days of paid vacation, to be taken in the ninth (9<sup>th</sup>) year and thereafter, and calculated at the rate of one and two-thirds ( $1 \frac{2}{3}$ ) days per month of service.
- iii) During the eighteenth (18<sup>th</sup>) year of continuous employment and thereafter earn twenty-five (25) days of paid vacation, to be taken in the nineteenth (19<sup>th</sup>) year and thereafter, and calculated at the rate of two and two twenty-fifths ( $2 \frac{2}{25}$ ) days per month of service.
- iv) After twenty-five (25) years of continuous full-time employment (in the twenty-sixth year) a one-time extra week of vacation.

**18.2** Annual vacations shall be administered on the basis of a vacation year commencing on the first (1<sup>st</sup>) day of July of each year and ending on the last day of June of the following year.

**18.3** In March of each year the Employer will post a list of all employees' vacation credits earned in the previous vacation year.

**18.4** Annual vacations shall be regulated by operational needs and mutually agreed rotation schemes and shall be scheduled before June 1st of each year. Such schedule will be posted in each workplace.

**18.5** Where a serious injury or illness occurs during an employee's vacation leave, the employee will submit a signed Doctor's certificate, to their supervisor stating the nature

and duration of the illness or injury. If such action is warranted, the period of vacation so affected may be replaced with sick leave, if requested by the employee and approved by the Employer. Such request will not be unreasonably denied by the Employer.

- 18.6 i) The Employer will, on an employee's written request, authorize the carry-over of annual vacation leave to the maximum of one week [five (5) working days] into the following vacation year.
  - ii) In special circumstances, or certified illness, the Employer may approve the carry-over of an additional week of vacation. This additional week must be taken during the year in which it was intended to be used.
- 18.7 Upon termination of employment, an employee will be paid for any accumulated unused vacation leave.
- 18.8 Other than full-time employees shall have their vacation pay paid out on each pay period.

#### ARTICLE 19 – HOURS OF WORK AND OVERTIME

- 19.1 The Union recognizes the right of the Employer to schedule the hours of operation of its Headquarters and Branches in order to efficiently serve the needs of the public while utilizing its budgeted resources as economically as possible. Therefore, the Employer retains the right to schedule hours of work of employees as is necessary to provide coverage for the determined hours of operation.
- 19.2 A full day shall consist of seven and one-half (7 ½) hours as scheduled by the Employer. The Director/CEO, or designate, shall schedule the hours of work of each employee based on an average of one hundred and fifty (150) hours in a four (4) week period. Scheduled days off shall be consecutive, unless mutually agreed to.
- 19.3 Authorized hours worked by employees in excess of seven and one-half (7 ½) hours in a day (except as provided for in 19.2) or in excess of thirty-seven and one-half (37 ½) hours in a week shall be considered overtime hours and paid at one and one-half (1 ½) times the regular rate of pay, as provided in Schedule A. All overtime must be authorized by the immediate supervisor and approved by the Library Director/CEO prior to being worked. Employees may accumulate overtime to a maximum of three (3) days which is equivalent to twenty-two and half (22½) hours. While the employee will have the option of receiving pay or the equivalent time off with pay, time off must be approved by the Employer and must be used in the fiscal year in which it was earned. The Employer will notify the employee of any accumulated overtime sixty (60) days prior to fiscal year end.
- 19.4 One (1) fifteen (15) minute rest period will be allowed in each three (3) hour or more work period or in each half (½) of a seven (7) to eight (8) hour day.
- 19.5 Headquarters staff will work the hours in accordance with two (2) above, Monday

through Friday.

#### ARTICLE 20 – WORKSHOP ATTENDANCE

- 20.1 Employees required to attend Regional Workshops shall be paid their straight time rate of pay for all hours including travel time as payment in full for time so spent.

#### ARTICLE 21 – TRAVEL EXPENSES

- 21.1 Employees authorized to travel on regional library business shall be reimbursed for approved expenses for motels or hotels, and for meals, provided that the employee provides the Library Director/CEO with an expense sheet completed in full, after each trip.

- 21.2 Receipts shall be provided for all expenditures. The maximum allowable expenses for meals are as follows:

Meals: Per Diem (Maximum)	\$54.00
Individual Meals:	
Breakfast	\$12.00
Lunch	\$19.00
Supper	\$23.00

Employees whose job duties include daily travel will not be eligible to claim for meal expenses.

- 21.3 Employees authorized to use their own vehicles for the Employer's business shall be paid at the current rate set by the provincial government.

#### ARTICLE 22 – GROUP INSURANCE AND SUPERANNUATION

- 22.1 A compulsory Group Insurance Plan is in effect for all eligible employees. Eligibility for this plan is based upon working fifteen (15) or more hours per week. It is compulsory for all eligible employees to join after three (3) months of service or when they become eligible.
- 22.2 Group Insurance includes life insurance at the rate of two (2 X) times annual salary, with a minimum of a twenty-five thousand dollar (\$25,000.00) benefit and, in addition,
- 22.3 Accidental death and dismemberment insurance with provision of up to one hundred percent (100%) of an employees' insurance benefit. The premiums are cost shared equally by the employer and the employee.
- 22.4 Pension Plan. All eligible employees shall participate as outlined by the Saskatchewan Municipal Employees Superannuation Act.

- 22.5 The Employer agrees to provide a Health Care Plan for all eligible employees. Eligibility for the plan is based upon working fifteen (15) or more hours per week. It is compulsory for all eligible employees to join after three (3) months of service or when they become eligible part-time covered as per Saskatchewan Employment Standards Act. The premiums will be cost shared fifty-fifty (50 / 50) basis of the single rate.

#### ARTICLE 23 – SICK LEAVE - PERMANENT AND TERM EMPLOYEES

- 23.1 Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick, or disabled because of an accident for which compensation is not payable under the Workers' Compensation Act.
- 23.2 All full-time permanent and term employees with three (3) or more months' service shall accumulate fifteen (15) working days of sick leave credits for each calendar year, at the rate of one and one-quarter (1 ¼) days which is equivalent to nine point three seven five (9.375) hours for every month of service. The unused credits shall accumulate from year to year to a maximum of one hundred sixty(160) days. Employees who have in excess of one hundred and sixty (160) days in their current sick bank will maintain those days; however, at any time they fall below one hundred and sixty (160) days the new maximum will be one hundred and sixty (160) days.
- 23.3 All part-time permanent and term employees with three (3) or more months service shall be entitled to sick leave with pay to the extent that such leave has been accumulated, on a prorated basis, at a rate of one and one and one-quarter (1 ¼) days which is equivalent to nine point three seven five (9.375) hours for every one hundred and sixty-two and one-half (162 ½) hours of service.
- 23.4 Any employee absent because of sickness or disability should inform her immediate supervisor before the hour she is scheduled to report for duty.
- 23.5 Statutory Holidays occurring during the period when an employee is on sick leave shall not be charged against the employee's sick leave credits.
- 23.6 When they are unable to arrange appointments during their days off, all permanent employees are entitled to sick leave for medical and dental appointments falling on a regular work day, provided that they obtain prior permission from their Supervisor.
- 23.7 A medical certificate may be required for all sick leave where the period of leave exceeds three (3) consecutive days. Further, the Employer has the right to require a medical certificate for any sick leave. The Employer will reimburse employees to a maximum of twenty-five dollars (\$25.00) twice (2 X) per year for the cost of providing a medical certificate.
- 23.8 Sick leave benefits for permanent part-time and term employees shall be on a prorated basis.

- 23.9 All employees shall be covered by the Workers' Compensation Act.
- 23.10 Notwithstanding the above, part-time Pages are excluded from the provision of sick leave benefits.

#### ARTICLE 24 – BEREAVEMENT LEAVE - PERMANENT AND TERM EMPLOYEES

- 24.1 In the event of the death or critical illness in the immediate family, all permanent and term employees, with a minimum of thirty (30) days seniority, shall be allowed time off with pay for any absence on a regular working day, up to a maximum of four (4) days for the purpose of attending or making arrangements for the funeral or for the purpose of attending to hospitalization of the sick member of the family. Unless otherwise approved by the Director, An employee shall not be entitled to more than eight (8) days of such leave in any one year. For the purpose of this clause, "critical illness" shall mean an illness or circumstances that a physician deems life threatening or where a physician believes death to be imminent.
- 24.2 For the purpose of this clause, immediate family is defined as: father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse, common-law spouse, child, grandchild, stepchild or ward of the employee, brother-in-law, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, grandparents of the employee.
- 24.3 In the event of death of an employee's uncle, aunt, cousin, nephew, niece, or spouse's grandparent, an employee shall be allowed to be absent from work for one (1) day with full pay to attend to the funeral.
- 24.4 Notwithstanding the above, part-time Pages are excluded from the provision of bereavement leave.

#### ARTICLE 25 – CORRESPONDENCE

- 25.1 All correspondence between the parties hereto, arising out of this agreement or incidental hereto, shall pass to and from the Library Director/CEO of Lakeland Library Region and the President of the CUPE Local 3077.
- 25.2 The Employer shall provide a monthly statement listing all new hires, terminations and layoffs.
- 25.3. The Employer shall provide a yearly statement to all employees listing their entitled vacation and sick leave.

ARTICLE 26 – NO STRIKE OR LOCKOUT

26.1 The Union agrees that during the term of this Agreement there will be no strike, slow down, stoppage of work, study sessions or any withdrawal of normally provided services, and Lakeland Library Region agrees that during the term of this Agreement there shall be no lock outs.

ARTICLE 27 – PREVIOUS AGREEMENTS

27.1 This Agreement constitutes the total Agreement reached between the parties and supersedes any and all previous agreements either oral or written.

ARTICLE 28 – DURATION OF AGREEMENT

28.1 This Agreement shall come into force and effect the first (1<sup>st</sup>) day of April, 2022, and shall continue until the 31<sup>st</sup> day of March, 2025, and from year to year thereafter unless either party gives notification of desire to amend this agreement.

Such notice shall be given not less than sixty (60) days and not more than one hundred and twenty (120) days prior to the expiry date of this Agreement.

ARTICLE 29 – BULLETIN BOARDS

29.1 The Union shall have access to the Employer's boards for the purpose of posting Union material.

ARTICLE 30 – PROGRESSIVE DISCIPLINE

30.1 Except in cases of gross misconduct, the Employer will follow the principle of progressive discipline when dealing with employees whose job performance and/or conduct is not satisfactory.



**SCHEDULE "A"**

**APRIL 1, 2022 - MARCH 31, 2025**

<b>Librarian I</b>	<b>START</b>	<b>0.5</b>	<b>1</b>	<b>1.5</b>	<b>2</b>	<b>2.5</b>	<b>3</b>	<b>3.5</b>	<b>4</b>	<b>4.5</b>	<b>5</b>
Apr. 01, 2021	\$21.55	\$21.80	\$22.05	\$22.35	\$22.65	\$23.00	\$23.35	\$23.75	\$24.15	\$24.60	\$25.05
Apr. 01, 2022 - 1.5%	\$21.87	\$22.13	\$22.38	\$22.69	\$22.99	\$23.35	\$23.70	\$24.11	\$24.51	\$24.97	\$25.43
Apr. 01, 2023 - 2%	\$22.31	\$22.57	\$22.83	\$23.14	\$23.45	\$23.81	\$24.17	\$24.59	\$25.00	\$25.47	\$25.93
Apr. 01, 2024 - 3%	\$22.98	\$23.25	\$23.51	\$23.83	\$24.15	\$24.53	\$24.90	\$25.33	\$25.75	\$26.23	\$26.71

<b>L. A. II</b>	<b>START</b>	<b>0.5</b>	<b>1</b>	<b>1.5</b>	<b>2</b>	<b>2.5</b>	<b>3</b>	<b>3.5</b>	<b>4</b>	<b>4.5</b>	<b>5</b>
Apr. 01, 2021	\$15.74	\$15.90	\$16.04	\$16.25	\$16.49	\$16.68	\$16.89	\$17.08	\$17.26	\$17.45	\$17.64
Apr. 01, 2022 - 1.5%	\$15.98	\$16.14	\$16.28	\$16.49	\$16.74	\$16.93	\$17.14	\$17.34	\$17.52	\$17.71	\$17.90
Apr. 01, 2023 - 2%	\$16.30	\$16.46	\$16.61	\$16.82	\$17.07	\$17.27	\$17.49	\$17.68	\$17.87	\$18.07	\$18.26
Apr. 01, 2024 - 3%	\$16.78	\$16.96	\$17.10	\$17.33	\$17.58	\$17.79	\$18.01	\$18.21	\$18.41	\$18.61	\$18.81

<b>L. A. III</b>	<b>START</b>	<b>0.5</b>	<b>1</b>	<b>1.5</b>	<b>2</b>	<b>2.5</b>	<b>3</b>	<b>3.5</b>	<b>4</b>	<b>4.5</b>	<b>5</b>
Apr. 01, 2021	\$16.31	\$16.54	\$16.75	\$16.96	\$17.17	\$17.39	\$17.61	\$17.83	\$18.05	\$18.27	\$18.53
Apr. 01, 2022 - 1.5%	\$16.55	\$16.79	\$17.00	\$17.21	\$17.43	\$17.65	\$17.87	\$18.10	\$18.32	\$18.54	\$18.81
Apr. 01, 2023 - 2%	\$16.89	\$17.12	\$17.34	\$17.56	\$17.78	\$18.00	\$18.23	\$18.46	\$18.69	\$18.91	\$19.18
Apr. 01, 2024 - 3%	\$17.39	\$17.64	\$17.86	\$18.09	\$18.31	\$18.54	\$18.78	\$19.01	\$19.25	\$19.48	\$19.76

<b>L. A. IV</b>	<b>START</b>	<b>0.5</b>	<b>1</b>	<b>1.5</b>	<b>2</b>	<b>2.5</b>	<b>3</b>	<b>3.5</b>	<b>4</b>	<b>4.5</b>	<b>5</b>
Apr. 01, 2021	\$17.53	\$17.76	\$17.98	\$18.20	\$18.41	\$18.65	\$18.88	\$19.11	\$19.34	\$19.58	\$19.84
Apr. 01, 2022 - 1.5%	\$17.79	\$18.03	\$18.25	\$18.47	\$18.69	\$18.93	\$19.16	\$19.40	\$19.63	\$19.87	\$20.14
Apr. 01, 2023 - 2%	\$18.15	\$18.39	\$18.61	\$18.84	\$19.06	\$19.31	\$19.55	\$19.78	\$20.02	\$20.27	\$20.54
Apr. 01, 2024 - 3%	\$18.69	\$18.94	\$19.17	\$19.41	\$19.63	\$19.89	\$20.13	\$20.38	\$20.62	\$20.88	\$21.16

<b>Lib. Tech.</b>	<b>START</b>	<b>0.5</b>	<b>1</b>	<b>1.5</b>	<b>2</b>	<b>2.5</b>	<b>3</b>	<b>3.5</b>	<b>4</b>	<b>4.5</b>	<b>5</b>
Apr. 01, 2021	\$18.75	\$18.98	\$19.20	\$19.43	\$19.64	\$19.91	\$20.15	\$20.38	\$20.63	\$20.88	\$21.14
Apr. 01, 2022 - 1.5%	\$19.03	\$19.26	\$19.49	\$19.72	\$19.93	\$20.21	\$20.45	\$20.69	\$20.94	\$21.19	\$21.46
Apr. 01, 2023 - 2%	\$19.41	\$19.65	\$19.88	\$20.12	\$20.33	\$20.61	\$20.86	\$21.10	\$21.36	\$21.62	\$21.89
Apr. 01, 2024 - 3%	\$19.99	\$20.24	\$20.47	\$20.72	\$20.94	\$21.23	\$21.49	\$21.73	\$22.00	\$22.27	\$22.54

<b>Lib. Tech. II</b>	<b>START</b>	<b>0.5</b>	<b>1</b>	<b>1.5</b>	<b>2</b>	<b>2.5</b>	<b>3</b>	<b>3.5</b>	<b>4</b>	<b>4.5</b>	<b>5</b>
Apr. 01, 2021	\$19.00	\$19.20	\$19.40	\$20.01	\$20.62	\$20.90	\$21.22	\$21.54	\$21.85	\$22.18	\$22.52
Apr. 01, 2022 - 1.5%	\$19.29	\$19.49	\$19.69	\$20.31	\$20.93	\$21.21	\$21.54	\$21.86	\$22.18	\$22.51	\$22.86
Apr. 01, 2023 - 2%	\$19.67	\$19.88	\$20.08	\$20.72	\$21.35	\$21.64	\$21.97	\$22.30	\$22.62	\$22.96	\$23.31
Apr. 01, 2024 - 3%	\$20.26	\$20.47	\$20.69	\$21.34	\$21.99	\$22.29	\$22.63	\$22.97	\$23.30	\$23.65	\$24.01

Page	START	400 hrs.	800 hrs.	1200 hrs.	1600 hrs.
Apr. 01, 2021	\$12.95	\$13.15	\$13.35	\$13.55	\$13.75
Apr. 01, 2022 - 1.5%	\$13.14	\$13.35	\$13.55	\$13.75	\$13.95
Apr. 01, 2023	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00
Apr. 01, 2024	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00

Full-time staff will be allowed to move up in six (6) month increments on the wage scale. Part-time employees shall earn one-half (½) of the increment step after nine hundred and seventy-five (975) hours worked.

Any pay increase which may be retroactive shall be paid only to employees on staff at the date of signing of this agreement.

Part-time employees shall receive a pro-rated amount based on hours worked since April 1, 2022.

Retroactive pay to April 1, 2022 will be issued solely to current active employees and retired employees.

Dated this 6th day of February, 2023.

Signed on behalf of:    Signed on behalf of:

The Canadian Union of Public  
Employees, Local 3077

Lakeland Library Board Committee

Thorn Miller

JAKE MARION

APPENDIX "A"

CASUAL AND TERM EMPLOYEES

1. Casual and Term employees shall be as defined in Article 1, Section 5, of this Agreement.
2. The provisions of Articles 1, 2, 3, 4, 5, 6, 9, 10, 13, 15, 20 and 26 shall apply to Casual and Term employees.
3. In addition to the above mentioned Articles, Term employees shall also be covered by the provisions of Articles 17, 19, 23 and 24.
4. All Casual and Term employees shall receive Statutory Holidays and/or pay in accordance with the current *Saskatchewan Employment Act*.
5. Such employees shall receive annual vacation pay in accordance with the current *Saskatchewan Employment Act*.
6. The Employer agrees to comply with any other applicable legislation with respect to the employment of these employees.
7. Rates of pay for Term employees shall be not less than the starting rate provided in Schedule "A" for the classification in which they are employed.
8. Casual and Term employees shall have the right to apply for vacancies posted under the provisions of Article 10. After successfully completing the probationary period under the provisions of Article 9, Sections 1 and 2, such employees shall be credited with seniority based on actual hours of work since last date of hire.

SIGNED THIS 10 DAY OF FEBRUARY, A.D. 2023.

IN THE CITY OF NORTH BATTLEFORD, SASKATCHEWAN.

ON BEHALF OF:  
THE LAKELAND LIBRARY REGION

JAKE MARION  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ON BEHALF OF:  
THE CANADIAN UNION OF  
PUBLIC EMPLOYEES, LOCAL #3077

*Ken Smith*  
\_\_\_\_\_  
\_\_\_\_\_

LETTER OF UNDERSTANDING No. 1

Between: THE LAKELAND LIBRARY REGIONAL BOARD

And: Canadian Union of Public Employees, Local No. 3077

Re: Labour Management Committee

A Labour Management Committee shall be established and consist of equal Union and Employer representation with two (2) individuals from each side. The Labour Management Committee will meet in North Battleford twice (2) per year, or more frequent if mutually agreed, with a mandate to improve service, employee engagement, and promote a harmonious relationship. The Committee shall meet at a mutually agreed time and place and submit agenda items one (1) week in advance of the meeting.

The Committee will have the ability to make recommendations to the Union and the Employer with respect to its' discussions and conclusions. The Committee does not have the power to bind the Union or the Employer. The Labour Management Committee shall not have jurisdiction over wages or any matter of collective bargaining.

General notes shall be taken for each meeting and distributed in a timely manner. The responsibility for the notes shall be rotated between the parties on an annual basis.

This Letter of Understanding shall be effective for the term of the collective bargaining agreement between the parties and shall expire at the end of the term. Either party may provide thirty (30) days notice to amend or renegotiate this letter of understanding.

Dated at North Battleford, Saskatchewan this 6th day of February, 2023.

CUPE LOCAL 3077

Per: 

Per: \_\_\_\_\_

LAKELAND LIBRARY REGION BOARD.

Per: CHAKE MARION

Per: \_\_\_\_\_

