

# COLLECTIVE AGREEMENT



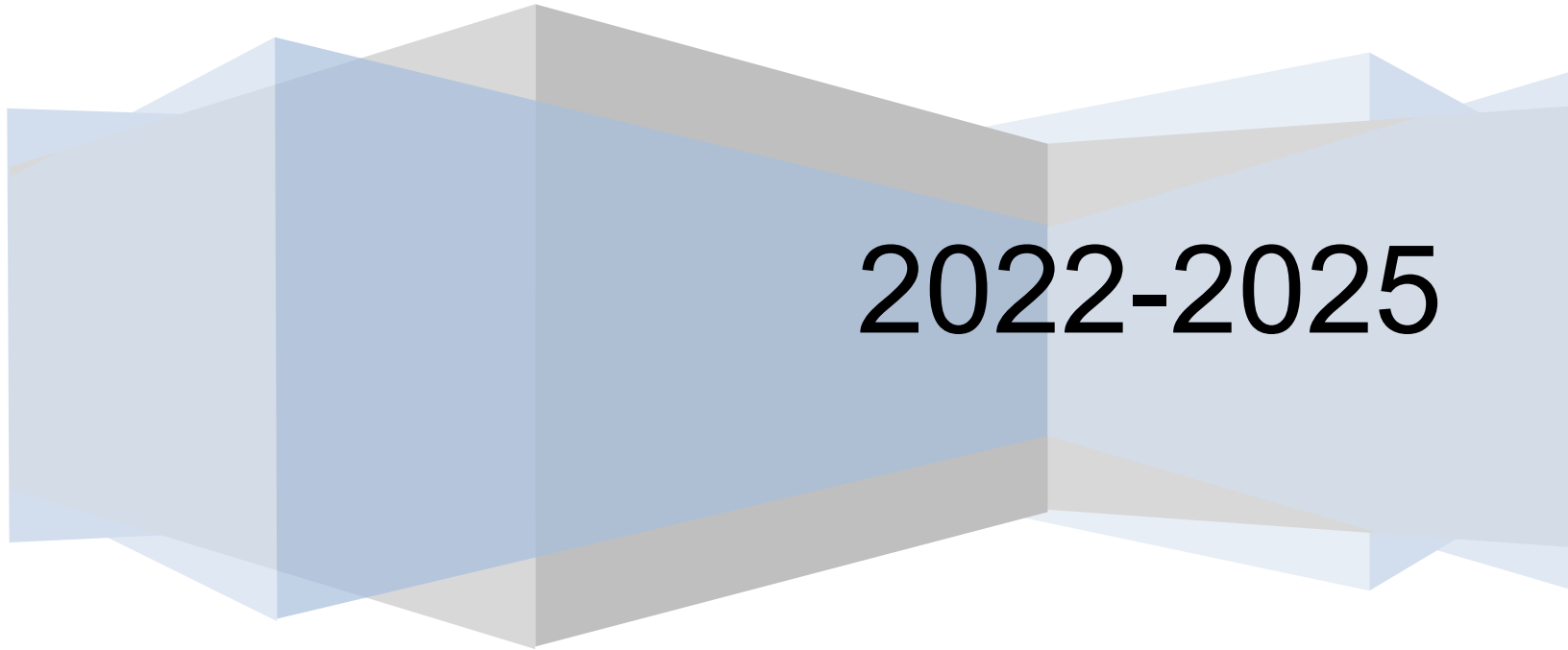
**MacKENZIE ART GALLERY**

and

**THE CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 5791**

***CUPE*** / *Canadian Union  
of Public Employees*

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



**2022-2025**

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This agreement is made in duplicate

BETWEEN

MacKenzie Art Gallery Incorporated  
(hereinafter referred to as the “employer”)

- and -

The MacKenzie Art Gallery Employees’ Union  
CUPE Local 5791

being a chartered local union of the Canadian Union of Public Employees,  
(hereinafter referred to as the “union”)

**Preamble**

WHEREAS it is the purpose of the employer to provide for the preservation and care of works of art which are held in public trust; and be an immersive and transformative centre for art.

and

WHEREAS this purpose is of mutual concern to both the employer and its employees;

and

WHEREAS it is in the public interest to further harmonious relations between the employer and its employees through the process of collective bargaining with respect to all aspects of employment including compensation, working conditions, job security, health and welfare and employee development;

and

WHEREAS the union is the certified bargaining agent for the employees of the employer, the parties hereto agree as follows:

## **Party Rights**

Union Rights – The employer recognizes the union, CUPE Local 5791 as the sole and exclusive bargaining agent of all employees covered under Saskatchewan Labour Relations Board certificate number 076-96 and hereby agrees to negotiate with the union all matters concerning the relationship between the parties to this agreement, aiming toward a peaceful and amicable settlement to any difference that may arise between the parties to this agreement.

Management Rights – Except as hereinafter specifically provided, the operation and administration of the employer including the right to hire, terminate, transfer, and direct employees is vested solely and exclusively in the employer. The employer agrees that in exercising its management rights and in the administration of this agreement, it shall do so in a fair and reasonable manner.

Union-Management Committee – There shall be an employer union-management committee consisting of three (3) representatives from the union and a minimum of two (2) members from management for the purpose of resolving difficulties and promoting harmonious relationships. The committee shall meet at the request of either party for the purpose of discussing all matters of mutual concern. The committee may make recommendations to the employer and the union. Time spent by employees in carrying out the functions of the committee shall be considered as time worked.

The work of the committee will include classifications and reclassifications as part of the job evaluation process.

Joint Classification Appeals Committee – A joint classification appeals committee (in this article, the “committee”) shall be established consisting of the executive director and CUPE Local 5791 executive member. All documentation must be filed with via the director of operations.

Conflict of Interest – To protect the integrity of the process, if a member of the committee’s personal interest impairs that member’s ability to act in the best interests of the committee or represent it fairly, impartially and without bias, the member must remove themselves from the issue at hand until that issue is resolved. Whenever possible, an alternate will replace the excused committee member.

## **ARTICLE 1 – DEFINITIONS**

- 1.1 **Accident means an incident that happens unexpectedly and unintentionally, typically resulting in damage or injury as defined in the OH&S Regulations.**
- 1.2 Casual employee is an employee who is appointed to work that, due to its nature, cannot be scheduled, anticipated, or projected, or work that is of a very limited duration.
- 1.3 Classification means a group of positions involving duties and responsibilities so alike that the same qualifications may be reasonably required for, and the same schedule of pay can be equitably applied to, all positions in the group.
- 1.4 Demotion is defined as the movement of an employee from a position in one class to a position in another class with a lower maximum hourly wage.
- 1.5 Executive director means executive director of MacKenzie Art Gallery Incorporated.
- 1.6 Employee or employees means a person or persons to which the terms of this agreement apply as indicated in Article 2. Employees are entitled to all rights and benefits of this agreement unless otherwise limited.
- 1.7 Employer means the MacKenzie Art Gallery Incorporated.
- 1.8 **Family means any combination of two (2) or more people as defined by *The Saskatchewan Employment Act*, including but not limited to a spouse, parent, child or dependent, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law, or other person who would ordinarily be considered a member of the employee's immediate family.**
- 1.9 Fiscal year of the MacKenzie Art Gallery Incorporated ends each March 31.
- 1.10 Full-time means an employee who works full-time hours on a regular basis.
- 1.11 Manager - Administration means usually the first level of management, which is out-of-scope of this agreement.
- 1.12 Director of operations means usually the first level of management, which is out-of-scope of this agreement.
- 1.13 Part-time employee is ongoing, less than full-time employment, involving part days, part weeks, part months or part years with a minimum pre-determined number of hours.



- 1.14 Pay plan means the scale of wages as contained in Appendix “B” and the rules governing its application as contained in Article 10.
- 1.15 Permanent employee means an employee who has been appointed to a permanent position and has successfully completed the required probationary period.
- 1.16 Promotion means the movement of an employee from one position to another with a higher maximum hourly rate of pay.
- 1.17 Term employee is an employee appointed for a specific term and who works on a full-time or regular part-time basis. Such an employee works for a specific project as additional staff required for a limited period of time only or replaces a permanent employee who is absent for an extended but limited period such as leave of absence or disability.
- 1.18 Transfer means the movement of an employee from one position to another position with the same maximum hourly rate of pay.
- 1.19 Union means the MacKenzie Art Gallery Employees Union CUPE Local 5791.
- 1.20 Week shall be defined as Sunday to Saturday.

## **ARTICLE 2 – SCOPE**

### 2.1 Scope

This agreement shall apply to all employees employed by the employer with the following exceptions:

- a) Executive Director & CEO
- b) **Welcome Centre Manager**
- c) Director of Operations
- d) Director of Development
- e) Communications Manager
- f) Executive Assistant
- g) Director of **Programs**
- h) Program Operations Manager
- i) **Head of Strategic Initiatives**
- j) **Human Resources & Equity Manager**

Criteria for determining scope status shall be as set out in *The Saskatchewan Employment Act*.

## **ARTICLE 3 – UNION SECURITY**

### **3.1 Recognition**

The employer agrees to recognize the union as the sole and exclusive collective bargaining agent for the employees covered by this agreement.

### **3.2 Union Membership**

All employees who are now or hereafter become, members of the union shall maintain their membership in the union as a condition of their employment, and all new employees whose employment commences hereafter shall, within twenty (20) calendar days after the commencement of their employment, apply for and maintain membership in the union as a condition of their employment.

### **3.3 No Discrimination**

There shall be no discrimination with respect to any employee by reasons of age, race, creed, colour, national origin, political or religious affiliation, sex, marital status, sexual orientation, gender identity, place of residence, membership or activity in the union, or physical disability (except where the disability would prevent the carrying out of the duties).

### **3.4 Deduction of Union Dues**

The employer shall deduct, as a condition of employment of employees who are members, or who become members, of the union, initiation fees, dues, and such other assessments as the union may direct in writing through its secretary-treasurer, from the first pay cheque due in each month from each such employee and remit the same prior to the tenth (10<sup>th</sup>) day of the month following the calendar month in which such deduction is made, to the secretary-treasurer of the union, accompanied by a list of names of all employees for and on behalf of whom such deductions, whether initiation fees, dues, or assessments were made, and for what months the individual deductions were made.

### **3.5 Contact Information**

The employer will provide a list of all employees in the bargaining unit to the executive at large annually on or about April 1. The list will include each person's name, job title, employment status, home address, telephone number(s), and if available, personal email. The employer will provide the executive at large with the names of employees who have left the employ of the employer on a monthly basis and their date of severance.

### 3.6 New Employees

The employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment, including those set out in this article dealing with union security.

A representative of the union shall be given thirty (30) minutes during working hours to acquaint new employees with the benefits and duties of union membership and for signing dues deduction authorization cards.

### 3.7 Union Access

Employees shall have the right to the assistance of an external union representative during discussions related to grievances or negotiations with respect to this agreement. Such representative shall provide notice to the employer and have access to the employees during working hours, and to the premises, provided it does not interfere with normal operations in order to investigate and to assist in the settlement of any grievances.

### 3.8 Union Use of Employer's Premises

The employer agrees to allow the union to hold meetings, educational functions, and to conduct union business on the employer's premises at no cost, subject to prior approval of the director of operations, provided such space is available at no cost or loss of income to the employer.

### 3.9 Union Use of Gallery Facilities

The employer agrees to provide the union reasonable use of gallery duplicating services, computing facilities, audio-visual equipment, and the gallery internal mail service, both electronic and paper.

### 3.10 Bulletin Boards

The employer shall make available to the union a bulletin board in an appropriate non-public location so that the employees have access to it, upon which the union shall have the right to post notices and information, which may be of interest to the employees.

### 3.11 T-4 Slips

At the time Income Tax (T-4) slips are made available, the employer shall indicate the amount of union dues paid by each union member.

### 3.12 Crossing Picket Lines during a Strike and Handling Goods

At locations other than the employer's premises, employees shall have the right to refuse to cross a picket line arising out of a labour dispute.

This refusal shall not be grounds for disciplinary action, but if the refusal results in the employee(s) not being able to perform their normal duties and other work is not available, the employee(s) may immediately be taken off payroll until once again able to perform their normal duties.

### 3.13 Work of the Bargaining Unit

Employees of the gallery whose jobs are not in the bargaining unit shall not regularly work on any jobs which are included in the bargaining unit, unless mutually agreed upon by the parties to this agreement.

### 3.14 Time Off for Union Meetings

The employer agrees to hold discussions with the union concerning time off for employees to attend union meetings and to conduct union business.

### 3.15 Contracting Out

The employer agrees that it will not reduce pay or benefits or lay off any employees in order to contract out the duties normally performed by members of the bargaining unit; nor will the employer replace laid off employees by contracting out the work which they would normally perform (also see Article 6.2.4).

### 3.16 Volunteers

No regular employee of the gallery will be laid off or have hours of work reduced as a consequence of the gallery decision to assign tasks to volunteers.

In the event the gallery determines to assign tasks to volunteers, which would result in the reduction in hours available to casual employees in a program, the employer will provide the union and the affected employees with a minimum of three (3) months' notice. The union may present alternatives to the executive director & CEO.

### 3.17 Special Funding and Hiring

The union recognizes that in some cases funding may be available only to hire members of an identifiable group (e.g. summer student employment). Membership in that group shall then constitute a *bona fide* qualification for the assignment of hours or if no existing less than full-time staff are members of that group, the hiring of new staff.

## **ARTICLE 4 – VACANCIES AND PROMOTIONS**

### **4.1 Posting**

All vacant positions governed by this agreement, whether new positions or other positions, will be posted for a period of seven (7) days in places accessible to all employees. In addition, where it is apparent that term positions will extend longer than four (4) months, these term positions will be posted.

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, hours of work, wage or salary rate or range.

Qualifications shall be established in a reasonable manner.

Postings for casual employees will be posted with the notation that the employer cannot guarantee any number of hours for casual positions.

#### **4.1.1 Assignment of Casual Hours**

Casual hours will be assigned to the senior willing and qualified, less than full-time, employee. It shall be the responsibility of the employee to notify the gallery of their availability.

It is agreed that the appropriate casual assignment may be the completion of a task or related tasks (e.g. unpacking and packing a travelling exhibition) and availability may include availability for the entire task.

It is further recognized that within broad job descriptions, certain specific qualifications or specific demonstrated skills may be reasonably required for certain duties and that the possession of those qualifications or skills is a prerequisite for the assignment.

It is the responsibility of the employee to provide the gallery with information concerning the employee's qualifications and skills.

There may be instances where casual hours are assigned to a less senior casual staff person. Any hours available over and above the number of hours necessary to maintain a trained pool of casual staff will be offered to casual staff based on seniority roster.

## 4.2 Bidding on Vacant Positions

4.2.1 All permanent employees have bidding rights. Casual and term employees will have bidding rights upon the completion of one thousand (1,000) hours.

Such employees may bid on posted positions by completing an application and submitting it to the director of operations within seven (7) days of the date the position is posted.

Positions will not be advertised out of the gallery until after the expiration of the seven-(7) day period (unless prior arrangements are made with the union-management committee).

## 4.3 Notice of Results

The employer agrees to make every effort to fill positions and notify applicants as expeditiously as possible following the posting period.

The union shall receive a copy of each letter of confirmation of employment provided to each new employee.

**4.3.1 No term employment shall exceed two (2) years unless approved by the union-management committee. A reasonable notification of extension shall be provided to the employee with the following suggested guidelines:**

- **six (6) months' notice for terms greater than one (1) year**
- **three (3) months' notice for terms greater than six (6) months but less than one (1) year**

## 4.4 Basis for Selection

In filling job vacancies, including promotions, transfer, and new positions, the job shall be awarded to the applicant with the greatest seniority, provided they have a satisfactory work record, they meet the qualifications, and are able to perform the skills required for the job.

**The filling of any job vacancies may include preference to individuals from equity deserving groups as defined by the Saskatchewan Human Rights Commission, at the discretion of the employer, providing the candidate has the required skills and qualifications. The union-management committee will periodically review Saskatchewan Human Rights Commission definitions and may add clarity to processes for defining these equity deserving groups when the committee deems it necessary.**

When a posted term position is discontinued, a permanent employee holding the position will be placed in the employee's previous position without loss of seniority or service credits.

If there is not a qualified internal applicant, the employer will consider, on the same basis as outlined above, the applications of employees who are close to possessing the required qualifications before considering any external candidate. If an appointment is made of an applicant who does not possess the required qualification(s) of the position, the employer may, as a condition of appointment, require that the applicant obtain the qualification(s) within a specific time limit.

#### 4.5 On-The-Job Training

At the request of an employee and with the approval of the employer, arrangements may be made for on-the-job training conditional on no disruption of the performance of the duties of any position affected. Length of service in the work unit will be one of the factors considered in scheduling the training. This may be on the employer's time or arrangements can be made to allow access to the facilities of the work place on the employee's time. (Written permission for this must be secured).

### **ARTICLE 5 – PROBATIONARY PERIOD**

#### 5.1 Probationary Period

All newly hired permanent and term employees shall be on probation for a period of six (6) months from the date of commencing duties. During the probationary period, the employee shall be entitled to all rights and benefits of this agreement, except that a probationary employee may be dismissed for unsuitability.

- 5.1.1 At the discretion of the executive director, the probationary period may be extended by the cumulative length of any period(s) of absence from work for more than five (5) consecutive days. In the event this happens, the employee will be notified prior to the extension.
- 5.1.2 Notwithstanding the above, the probationary period may also be extended by a period of up to two (2) months if mutually agreed to by both parties to this agreement. This will be determined a minimum of five (5) days prior to the completion of the probationary period.
- 5.1.3 During the probationary period, written performance evaluations will be done for permanent and term employees and reviewed with the employee every two (2) months. Meetings to review performance evaluations will be scheduled with employees. Employees may choose to have union representation at these meetings if they wish.

- 5.1.4 During the probationary period for casual employees, written performance evaluations will be done and reviewed with the employee at three hundred and twenty-five (325) and six hundred and fifty (650) hours. Meetings to review performance evaluations will be scheduled with employees. Employees may choose to have union representation at these meetings if they wish.

## 5.2 Transfer during Probationary Period

An application to transfer during a probationary period may be made in accordance with Article 4 but the right of making such application will be subject to the following conditions:

- 5.2.1 A probationary employee can be dismissed for unsuitability regardless of whether the employee has made application to transfer;
- 5.2.2 Effective the date of transfer, a new probationary period will commence;
- 5.2.3 If the employee is not successful in the new probationary period, there will be no reversion rights to the original position.

## 5.3 Assessment Period

An employee who is placed, bumped, is recalled, or accepts a transfer or promotion, and who has previously completed a probationary period, shall be appointed, subject to an assessment period of three (3) months, during which time performance will be appraised with the employee every six (6) weeks.

At the discretion of the employer, the assessment period may be extended by the cumulative length of any period(s) of absence from work for more than five (5) consecutive days. The assessment period may be extended for a period up to three (3) months by mutual agreement of the employer and the union. The employee will be notified of any extension(s).

In the case of a permanent employee, at the end of the assessment period, if the employee has not performed satisfactorily, or at any time during the period when it becomes clearly evident that the employee does not meet performance expectations, the employee shall be returned to their former status (either layoff, or position and salary), subject to any increment which normally would have been received had the employee remained in that position. During the assessment period, an employee may return voluntarily to the employee's former status (either layoff or position) without any penalty.

Notwithstanding the above, an employee who reverts during an assessment period shall always have the right to revert to their former status (either layoff or position



occupied) which may, in turn, displace an employee who has completed a probationary or assessment period, and this displaced employee also shall have the right to revert or to be laid off as appropriate.

In the event an employee's former position has been eliminated, a reverting employee shall be dealt with under Article 7.

In the case of a non-permanent employee, at the end of the assessment period, if the employee has not performed satisfactorily, or at any time during the period when it becomes clearly evident that the employee does not meet performance expectations, employment will be terminated.

#### 5.4 Employee Medical Examinations

Newly hired employees who are eligible to enroll in the long-term disability plan may be required to undergo a medical examination prior to the completion of their probationary periods. Normally a doctor will conduct this examination chosen by the employer and at the employer's expense. However, the employee will have the option of having the examination conducted by a doctor chosen by the employee and at the employee's expense. The examination conducted by the employee's doctor will be done in accordance with a form supplied by the employer. In addition, the employer reserves the right to require a second opinion by a doctor of its choice at its expense.

### **ARTICLE 6 – SENIORITY**

#### 6.1 Definition of Seniority

Seniority for all employees is based on continuous service. Seniority for all permanent employees is defined as the length of employment from the last date of hire into the bargaining unit, including all service with the MacKenzie Art Gallery Incorporated, and any service prior to April 30, 1996, with the University of Regina, subject to Article 6.2. Seniority will include permanent employees who, prior to appointment, previously worked on a term basis which was continuous with their permanent appointment, will have their employment recognized for seniority purposes. Seniority shall operate on a bargaining-unit-wide basis at the gallery. Seniority is a factor in determining promotions, transfers, demotions, layoffs, and recall.

- Term hourly employees: seniority is defined as the total number of hours worked.
- Term employees on salary: seniority is defined as the prorated number of hours worked to the maximum of one thousand, nine hundred and fifty

(1950) hours per year, or one hundred sixty-two and one half (162.5) hours per month.

- Casual hourly employees: seniority is defined as total number of hours worked.
- Casual or term employees who have accumulated one thousand (1,000) hours of seniority will have bidding rights.

## 6.2 Loss of Seniority

An employee shall not lose seniority rights if absent from work because of sickness, accident, or leave of absence approved by the employer.

An employee shall lose seniority rights in the event of:

- 6.2.1 Discharge without reinstatement;
- 6.2.2 Resignation from the employer effective from the date of termination. An employee may withdraw a resignation without prejudice, up to twenty-four (24) hours from the end of the business day on which the resignation was originally submitted;
- 6.2.3 Failure to return to work within eight (8) calendar days following a layoff and after being notified by registered mail or other appropriate notification to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the employer informed of the employee's current address. An employee recalled for casual work of employment of short duration at a time when employed elsewhere shall not lose recall rights for refusal to return to work. If an employee is not returning to work, that employee shall so notify the employer and the union in writing as soon as possible;
- 6.2.4 An employee laid off for a period exceeding twelve (12) months;
- 6.2.5 A casual employee who has not worked for a period of twelve (12) months.

## 6.3 Seniority Rosters

The employer agrees to prepare and post in May of each year, in places accessible to all employees, a seniority roster for all employees at the employer eligible to accumulate seniority.

#### 6.4 Correction of Seniority Roster

On presentation by an employee or the union of proof of error in the roster(s), a correction shall be made immediately. Any corrections shall be shown on a supplementary sheet.

#### 6.5 Seniority Roster to Union

One copy of each roster shall be forwarded to the union.

### **ARTICLE 7 – LAYOFF AND RECALL**

#### 7.1 Notice of Position Abolishment

The employer will inform the union as far in advance as possible of any position abolishment(s), which would result in any layoffs.

Prior to the layoff notices being given the parties may jointly develop a buy-out package for employees to volunteer to take layoff or early retirement.

Written notice of at least thirty (30) days in advance of layoff shall be given to any permanent employee whose position is to be abolished.

Prior to the end of the tenth (10<sup>th</sup>) day following an employee's notice period, the employee shall provide the director of operations with a written statement indicating whether or not the employee wishes to bump at the end of the notice period.

For an employee in a term position, the notice period, for the purpose of this article only, will be deemed to commence with the notice of a specific termination date in that position.

#### 7.2 Options of Employees whose Position is Abolished

An employee whose position is being abolished shall have the right to exercise any one (1) of the following:

- a) To exercise bumping rights on the basis of the total seniority in accordance with Article 7.3 through 7.8;
- b) To go on layoff and thereafter be entitled to bid on vacancies as per Article 4 for a period not to exceed one (1) year. A copy of all postings will be sent to employees latest known home address;
- c) To retire, if eligible; or

- d) To resign and, if applicable, receive severance pay in accordance with Article 7.10.

### 7.3 Employee Qualifications for Bumping

Subject to the bumping order and provided the employee is qualified, bumping may be exercised laterally within a series of classes having the same maximum rate of pay. The bumping employee must possess the requirements for the position into which the employee is bumping, as indicated on the immediately prior posting for the position, except where the gallery can demonstrate that there has been a *bona fide* change in the requirements for the position.

If that is not possible, then bumping rights may be exercised downward within a series of classes. Bumping shall cease when an employee is made an offer at any order of bumping or if the employee fails to bump.

### 7.4 Notice to Exercise Bumping Rights

A permanent employee who intends to exercise their bumping rights shall indicate their intention in writing to the director of operations within ten (10) days of receipt of the notice of position abolishment.

If no response is received within this period, the employee shall be deemed to have declined the option to bump and will be placed on layoff as per Article 7.2(b).

### 7.5 Acceptance of an Offer of a Position

An employee will have three (3) working days to consider the formal offer of a position made as a result of exercising his bumping rights. The three (3) day period shall be deemed to have commenced at 5:00 p.m. of the day the offer is formally made or at the end of the employee's work period on the day the offer is made, whichever is later. If the employee does not accept the offer of the position within the three (3) day period, it will be deemed that they have declined the offer.

If an employee does not accept an offer of a position in the bumping order, they will be deemed to have declined the option to bump and will be placed on layoff as per Article 7.2(b).

### 7.6 Bumping Order

Bumping rights shall be exercised in the following order:

- a) To bump laterally to a position for which the employee is qualified.

- b) To bump downward into the lower paid position of the employee's choice for which the employee is qualified.

All bumping shall occur to the employee with the least total seniority in the classification. Employees in full-time positions may choose to bump into less than full-time positions but are not required to do so if full-time positions are available. Employees in less than full-time positions may bump into a less than full-time position in which the hours most closely approximate the employee's current hours.

#### 7.7 Employees Not Offered a Position

If the employee is not offered a position after having proceeded through all stages of bumping, they must choose a different option in Article 7.2.

#### 7.8 Rights of Employees Who are Bumped

The options in Article 7.2 shall be available to permanent employee(s) who have been bumped, however, such employees shall not be considered to have been laid off for the purpose of the thirty (30) calendar day written notice requirement.

#### 7.9 Time to Adjust in New Position

An employee who bumps is subject to an assessment period of three (3) months, as per Article 5.3. An employee who fails to perform satisfactorily shall be reverted to Article 7.2.

#### 7.10 Severance Pay

A permanent employee who is terminated pursuant to Article 7 shall be entitled to receive severance pay on the basis of two (2) weeks' pay for each year of service or portion thereof. Pay will be calculated on the basis of the employee's rate of pay at the time of separation. Severance pay is a payment to an employee to ease the effects of involuntary separation through job abolishment and layoff. It is not compensation for past services.

The payment will be to a maximum of twelve (12) months' pay.

Eligible years for the purpose of severance pay will include all continuous employment as that established under Article 6.

#### 7.11 Termination

When an employee has been laid off for a continuous period of twelve (12) months, employment will be considered terminated as per Article 6.2.4.

#### 7.11.1 Status During Recall to a Non-Permanent Position

A permanent employee who accepts a non-permanent position as outlined in this article will retain all rights until an appropriate position is obtained.

Any placed or recalled employee who does not complete the assessment period or whose term appointment ends will revert to layoff and resume the layoff period at the point at which the employee was immediately prior to placement or recall.

#### 7.11.2 Benefits During Layoff

A laid off employee will be considered to be on leave of absence without pay.

#### 7.11.3 Casual Employees

A casual employee will be deemed terminated if they have not worked within a period of twelve (12) calendar months. Casual employees will be notified of this provision when hired. The variation of hours of a casual employee will not be subject to the layoff and recall procedures.

### **ARTICLE 8 – TECHNOLOGICAL CHANGE**

#### 8.1 Technological Change

The parties recognize that the employer and its employees are affected by the rapid expansion of knowledge and the constant modification of technology. This may require employees to modify their job knowledge and skills from time to time.

#### 8.2 Reduction of Work Force

If the work force is reduced due to technological change and employees whose jobs are being eliminated are not entitled to the rights and benefits conferred by Saskatchewan legislation, they will be entitled to the benefits outlined in Article 7.

#### 8.3 Notice

If any permanent employee's job is eliminated because of technological change, the affected employee will be given three (3) months' notice in writing. In addition, the employer, when it becomes aware that any employee's position will be eliminated because of technological change, will notify the union and consultation will be initiated by the union-management committee.

#### 8.4 Consultation

In cases of technological change, which directly affects conditions of employment, the union-management committee agrees to enter into consultation at the request of either party.

Consultation may include such things as: the nature of change to be introduced; timing of such; reassignment of duties; effects on terms and conditions of employment; plans for retraining relative to existing employees adapting to new equipment or work method; establishment of a rate of pay to be provided during training and arrangements for the costs of materials and/or tuition; arrangements for assessment of an employee's suitability for training and arrangements for periodic assessment of an employee's progress while in training.

Where positions are being abolished, such consultation may be to consider training and/or redeployment.

Such training may be for an existing position at the gallery or may only be intended to supplement an employee's skills. Where retraining and/or redeployment does not take place, then the provisions of Article 7 will apply.

### **ARTICLE 9 – HOURS OF WORK**

#### 9.1 Full-time Employees (Flex-time)

Full-time employees shall work one hundred and fifty (150) hours averaged over a four (4) week period.

Proposed monthly work schedules shall be prepared by each employee and submitted for approval to their immediate supervisor two (2) weeks in advance. To the extent possible, an employee's schedule shall reflect a seven and one-half (7.5) hour day and thirty-seven and one-half (37.5) hour week.

Taking into consideration operational needs, the work schedule shall include the following:

- Personal preferences;
- All foreseeable variances;
- Vacation, discretionary days, and other leaves;
- Meal breaks of at least thirty (30) minutes.

The employee will submit all unforeseeable modifications (excluding overtime) to their immediate supervisor for approval at the earliest opportunity and, whenever possible, prior to the modification. The employer will make every reasonable effort to notify employees of the need to modify hours one (1) week in advance.

All hours worked due to the modification(s) will be scheduled during the averaging period at a time mutually agreed between the employee and the supervisor. Agreement will not be unreasonably withheld.

The schedule will be amended to reflect any modifications as soon as possible.

No employee will work a split shift unless mutually agreed between the employee and the supervisor.

## 9.2 **Overtime and Banked Time**

**If an employee works in excess of seven and a half (7.5) hours in one day or thirty-seven and a half (37.5) in one week, that time shall be banked at a rate of one to one (1:1) except for hours worked as approved overtime, which will be banked at a rate of one to one and a half (1:1.5).**

**An employee or supervisor may submit a request for overtime if an employee:**

- **works in excess of the averaging period; or**
- **they are required to work additional unplanned hours with less than one week notice; or**
- **their banked time will exceed thirty-seven and a half (37.5) hours at any period.**

**The maximum allowable banked time is thirty-seven and a half (37.5) hours, after which additional hours worked must be approved as paid overtime or all unapproved additional hours worked will be forfeited.**

**All overtime must be authorized or denied in writing in advance of being worked, except for emergency situations involving risk or potential damage to the assets of the gallery. In such cases it is to be reported as soon as possible thereafter. When a supervisor sees the need to approve overtime over their allocated budget, they must receive approval from the director of operations.**

**Overtime shall be paid at one and one half (1.5) times the regular rate of pay.**

**An employee must choose to either be paid out for overtime or to bank hours as outlined above. If an employee chooses to bank their overtime, the employer will provide the employee with a statement illustrating the adjustment. Banked overtime will be used at a mutually agreed time.**



### 9.3 Discretionary Days

Permanent full-time employees shall be entitled to one (1) discretionary day with pay each month, to be taken at a time mutually agreed between the supervisor and the employee, except;

- a) The employee may schedule a discretionary day in conjunction with regular days off.
- b) Any banked discretionary days must be used within the fiscal year in which they were banked.

Permanent less than full-time employees may be considered for discretionary day eligibility on a case-by-case basis where, in the opinion of the employer, it would be operationally feasible to do so. Those permanent less than full-time employees shall be entitled to a prorated number of discretionary days. Permanent less than full-time employees not eligible for discretionary days shall have their work hours adjusted on a pro-rated basis.

It is understood that permanent less than full-time employees in effect at the date of signing this agreement shall have the option to bank discretionary days. Those permanent less than full-time employees shall be entitled to a prorated number of discretionary days.

### 9.4 Other Days

The employer may require permanent or part-time employees to take some days between Christmas and New Year's Day. The employee may choose to use discretionary days (when applicable), vacation days, or flextime.

### 9.5 Rest Periods

There shall be two (2) paid rest periods of fifteen (15) consecutive minutes each per day. Employees working less than full-time hours shall receive one fifteen (15) minute rest period for every three and one-half (3.5) hours worked.

### 9.6 Days of Rest

All employees shall be entitled to forty-eight (48) continuous hours of rest within a seven (7) day period. It is the responsibility of employees who normally work irregular hours to arrange their schedule appropriately. When an employee is unable to arrange their schedule to provide for forty-eight (48) continuous hours off, the employee must approach the supervisor to find a resolution. If the employee is still required to work on a day of rest, the employee shall be credited with a minimum of three (3) hours of work for each occasion the employee reports

to work on a scheduled day off. Emergency call out on a day of rest will entitle the employee to a minimum three (3) hour credit.

#### 9.7 Part-Time Employees

The hours of work for part-time positions shall be as identified on the posting and will also be identified as a percentage of the full-time position. Rates of pay shall be the salary of the position multiplied by the percentage of full-time hours worked. Part-time employees shall enjoy all the benefits of this agreement, prorated according to the percentage of full-time hours worked. Part-time employees who work less than full days will not receive overtime until their work exceeds seven and one-half (7.5) hours in a day or thirty-seven and one-half (37.5) hours in a week.

#### 9.8 Hours of Casual Employees

A casual employee may be scheduled to work and be paid less than seven and one-half (7.5) hours per day or thirty-seven and one-half (37.5) hours per week. Nothing in this article shall be construed to be a guarantee of hours of work for any casual employees. However, should the employer cancel hours of work which have been scheduled and assigned, as herein set out, without giving the employee(s) affected at least twenty-four (24) hours' notice by telephone message, and if the employee(s) affected reports to work, such employee shall be guaranteed three (3) hours of work or three (3) hours pay in lieu thereof.

Where a casual employee works six (6) hours or more, the employee will be granted a scheduled unpaid meal break of at least thirty (30) minutes within every five (5) consecutive hours worked. On occasion it may not be possible to provide a thirty (30) minute unpaid meal break within every five (5) hours work for gallery shop casual employees. In these instances, it may be necessary for gallery shop casual employees to take their meal break at another time or it may be necessary to forego a meal break. On these occasions, the employer will permit the employee to eat while working.

#### 9.9 Agreement to Work Additional Hours

Employees who are employed to work fewer than the stated regular hours of work for their classifications may not be required to work additional hours without the employee's agreement.

9.9.1 Where the supervisor requires a casual employee to be scheduled to work more than seven and one-half (7.5) hours per day or thirty-seven and one-half (37.5) per week, the supervisor must obtain approval from the director of operations prior to the excess hours being worked. Providing approval is obtained, the employee will be paid at the rate of time and one-half (1.5) for excess hours worked.

## 9.10 Pay Calculation

For the purposes of pay calculations, approved vacation, sick leave, or any other leave with pay shall be included as actual hours worked subject to the following:

- a) In no event shall the number of hours included as actual hours worked exceed a maximum of seven and one-half (7.5) hours per day.
- b) In the event an employee has actually worked a part day, the maximum number of hours which will be included as actual hours worked shall not exceed that number of hours required to bring about a combined (hours actually worked plus approved leave with pay) maximum of seven and one-half (7.5) hours per day.
- c) The foregoing shall have no application if the employee was not scheduled to work on any such day.
- d) Leave without pay shall not be included as hours actually worked.

## **ARTICLE 10 – PAY ADMINISTRATION**

### 10.1 Rates of Pay

The rates of pay in Appendix “C,” attached to and forming part of this agreement, shall be the rates paid to the employees occupying the positions allocated to the classification.

### 10.2 Pay Periods

All employees shall be paid bi-weekly.

### 10.3 Pay

10.3.1 All full-time, part-time, or term employees shall be paid a monthly salary. Part-time salaries shall be calculated based on the percentage of the normal weekly hours worked multiplied by the monthly salary. Casual employees shall be paid the hours worked times the hourly rate as contained in the pay schedule. Approved leave with pay shall also be considered as hours worked. Part-time or term employees may be paid hourly if appropriate.

10.3.2 Employees paid an hourly wage who are employed in a week where a statutory holiday occurs will receive one-twentieth (1/20) of their regular wages in the four (4) weeks before a public holiday, as public holiday pay, no matter what their days of work. The calculation includes all wages and

vacation pay, but not overtime. Approved leave with pay shall also be considered as hours worked.

## 10.4 Increments

### 10.4.1 Increments for Permanent and Term Employees

Eligible permanent and term employees shall receive an increment on April 1 of each year. Employees with continuous service of one (1) or more years will be entitled to a full increment. Employees with less than one (1) year of continuous service will be eligible for a prorated increment based on the number of full months of continuous service.

### 10.4.2 Increments for Casual Employees with less than 1,950 hours of service

Casual employees with fewer than one thousand, nine hundred and fifty (1,950) hours of service will receive an hourly rate equal to the first step of their salary band and are not entitled to pay increments.

### 10.4.3 Increments for Casual Employees with 1,950 or more hours of service

On April 1 of each year, casual employees with one thousand, nine hundred and fifty (1,950) or more hours of **accumulated** service will receive one (1) full increment within their salary band for each **accumulated** one thousand, nine hundred and fifty (1,950) hours of service.

### 10.4.4 Withholding Increments

Notwithstanding the above, the employer may withhold the increment on the basis of an unsatisfactory report. The employer shall notify the employee in writing of such action prior to the increment date and give reasons thereof. If the employee is not served with such notice prior to the increment date, they will be deemed to have earned the increment.

An employee may grieve against the withholding of their increment and the onus of proof that the increment may be withheld shall rest on the employer.

## 10.5 Pay on Promotion

10.5.1 If an employee's classification is changed upward by reclassification, promotion, or appointment to a higher position on a permanent or temporary basis, the new salary shall be within the range of the new classification. The new salary will be the first step, except when the former salary overlaps the new range, in which case the new salary will be the

next increment higher than the former salary to an amount equal to no less than six per cent (6%) of the employee's current salary.

10.5.2 On promotion, if other than on the first working day of the month, the increment date shall be adjusted to the first of the month of promotion. Whenever a permanent employee's increment date or an adjustment in salary occurs on the same date as a promotion or reclassification, the employee shall receive the increment or adjustment before the promotion formula applied.

## 10.6 Pay on Demotion

When a permanent employee is demoted, the rate of pay for the new position shall be as follows:

### Involuntary demotion:

- a) If the rate of pay received in the previous position was more than the maximum rate of the new position, the employee's rate shall be red-circled for a duration of two (2) years or until a new range overtakes the red-circled salary. After two (2) years, if the employee's rate still exceeds the maximum rate of the new position, the employee's rate will lower to the maximum rate of the new position.
- b) If the rate of pay received in the previous position falls within the range of pay of the new position, the new rate will be the former rate received.

### Voluntary demotion:

- a) If the rate of pay received in the previous position was more than the maximum rate of the new position, the new rate will be the maximum of the new position.
- b) If the rate of pay received in the previous position falls within the range of pay of the new position, the new rate will be the former rate received.
- c) For temporary positions or special projects, management has discretion to maintain current salary if significant professional development benefits for the employee can be demonstrated.

## 10.7 Pay on Transfer

When an employee is transferred, they shall retain their rate of pay.

#### 10.8 Pay Rate on Recall

When an employee is re-employed after layoff, they shall be paid at that step in the range which gives them an hourly rate no less than the rate they were paid at the time of layoff.

When determining an employee's wage on re-employment, the employee's hourly rate on the date of layoff shall be adjusted by any negotiated increase applied after the date of layoff.

#### 10.9 Pay on Bumping OR Employer Initiated Transfer

Where, as a result of a bump or employer-initiated transfer, a permanent employee is employed in the same classification and level, the rate of pay shall be at the same step in the range as at time of lay off, or previous to the transfer, including any time which may have been earned towards an increment.

#### 10.10 Temporary Performance of Higher Duties

Temporary performance of higher duties is the voluntary assignment of an employee to perform duties of a greater responsibility than defined in their current classification. In such circumstances, the employee shall receive payment for each regular day of assignment equal to an increase of six per cent (6%) over their current hourly rate.

Temporary performance of a higher position is subject to Article 10.5.

Assignments for five (5) or fewer working days shall not apply.

After ninety (90) calendar days, the assignment will be reviewed by the union-management committee.

#### 10.11 Itemized Statements

The employer will provide, on each pay day, to each employee, an itemized statement of wages showing the month, hours, rates, deductions, etc. Upon request, personal material will be provided in sealed envelopes.

### **ARTICLE 11 – HOLIDAYS**

#### 11.1 Named Holidays

The employer recognizes the following as paid holidays: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Saskatchewan Day, Labour Day,

**National Day for Truth and Reconciliation**, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day.

The employer will attempt to accommodate the interests of employees in the observance of their religious holidays. Accommodation of religious holidays which are in addition to the holidays provided for in the collective agreement will be taken as vacation leave or leave without pay.

11.2 Compensation for Holiday Falling on Saturday

When any of the above noted holidays falls on a Saturday and is not proclaimed as being observed on some other day, the following method will apply for all non-shift workers: At the employer's election the preceding Friday or the following Monday will be deemed to be the holiday with pay.

11.3 Compensation for Holiday Falling on Sunday

When any of the above noted holidays falls on a Sunday and is not proclaimed as being observed on some other day, the following method will apply for all non-shift workers: At the employer's election, the following Monday (or Tuesday, where the preceding clause already applies to the Monday) shall be deemed to be the holiday.

11.4 Compensation for Working on a Holiday

An employee who is scheduled or authorized by the employer to work on any of the above holidays shall be paid at the rate of double time (2x), in addition to regular monthly salary. The employee may choose to take the above compensation as time in lieu.

**ARTICLE 12 – VACATION LEAVE**

12.1 Vacation Entitlement

An employee shall accrue annual vacation credits on the following basis:

- a) During the first year of service, earn fifteen (15) days off per year.
- b) From the first completed year of service until five (5) years, earn twenty (20) days off per year.
- c) From six (6) years of service until eighteen (18) years, earn twenty-five (25) days off per year.
- d) From nineteen (19) years on, earn thirty (30) days off per year.

## 12.2 Vacation Leave Entitlement in the First Fiscal Year of Employment

Vacation is to be taken after it is earned, and the employee is expected to use the entitlement by the end of the fiscal year following the year in which it is earned. Partial months shall be prorated if necessary.

## 12.3 Vacation Leave

### 12.3.1 Vacation Leave – Term (of less than eight (8) months) and Casual Employees

All term (of less than eight (8) months) and casual employees shall be paid six per cent (6%) vacation pay on each pay cheque.

### 12.3.2 Vacation Leave – Term (of more than eight (8) months) and Part-Time Employees

Vacation allowances shall be paid at the following rates:

- Six per cent (6%) when the vacation entitlement is fifteen (15) days' vacation,
- Eight per cent (8%) when the vacation entitlement is twenty (20) days' vacation,
- Ten per cent (10%) when the vacation entitlement is twenty-five (25) days' vacation,
- Twelve per cent (12%) when the vacation entitlement is thirty (30) days' vacation.

Employees who receive vacation allowance on each pay cheque may be granted leave of absence, without pay, if requested. The leave must be taken at a time mutually agreed between the employee and the supervisor.

An employee may elect, upon acceptance of employment, to bank such earnings and be paid out when a vacation is taken, provided two (2) weeks' notice is given to payroll.

## 12.4 Vacation Leave Must be Authorized

Leave provided in this article must be authorized by the employee's supervisor. Every effort will be made to permit the taking of the leave between May 1 and October 1 in each year. Employees, insofar as the regular operation of the gallery permit, will be allowed to take their vacations at the time they request.



Vacation leave shall be rotated to ensure equity regardless of seniority.

No employee shall be required to work during scheduled vacation. However, should an employee agree to work, the vacation period so displaced shall, at the employee's option, either be added to the vacation period or reinstated for use at a later date mutually agreed upon.

An employee shall be entitled to receive vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the director of operations.

#### 12.5 Vacation Carry-over

An employee shall be entitled to carry over up to five (5) days of unused vacation entitlements from one fiscal year to the next.

- Additional amounts may be carried over only with approval of the director of operations. Such requests and the director of operations' response shall be in writing.
- Any pay out which may result shall be at the employee's current rate of pay

#### 12.6 Approved Leave with Pay During Vacation, **Scheduled Time-in-Lieu Absence, and/or Discretionary Days**

When an employee qualifies and is approved for:

- a) Sick leave as a result of being seriously ill, seriously injured, or hospitalized, provided this is verified by a medical certificate, or
- b) Bereavement leave,

during the employee's vacation, **scheduled time-in-lieu absence, and/or discretionary days** there shall be no deduction from credits for such absence. The period so displaced shall, by mutual agreement between the employer and the employee, be either added to the period or reinstated, if requested.

#### 12.7 Holiday During Vacation

When a statutory holiday falls within an employee's annual vacation, the day is not counted against vacation allowances.

## **ARTICLE 13 – CLASSIFICATION PLAN**

### **13.1 Employer to Establish a Classification Plan**

All new or revised classifications shall be established in accordance with this article.

The employer shall establish and maintain a classification specification plan in which positions of similar kind and responsibility are included in the same classification.

Each classification specification will specify the knowledge, skills, abilities, and experience required for each job.

All jobs shall be allocated to one of the classifications set forth in Appendix “B”. Each employee will be given a job description upon commencement of employment.

### **13.2 Manual of Classification Specifications**

Classification specifications shall be available at the request of an employee.

### **13.3 Classifications for New Positions**

Whenever a new classification is created for a new position, the parties will negotiate for its exclusion or inclusion in this agreement, and if included rate of pay. All such negotiations will be handled by the union-management committee. The employer retains the right to set a temporary rate of pay and to post and fill the position temporarily, pending the completion of the above requirement. The rate of pay when finally decided will be retroactive to the date of the position being filled.

## **ARTICLE 14 – RECLASSIFICATION**

### **14.1 Changes in Classification**

When changes are made to a job description or when a permanent employee, the union, or the employer feel that a position is incorrectly classified, a request for review of classification may be made as follows:

- a) The employee, union, or employer shall make a request in writing for review of classification to the union-management committee via the director of operations. The employee’s job description, approved by their immediate supervisor, will be attached.

- b) Within five (5) working days of receiving the request for review, the union-management committee via the director of operations will provide written acknowledgement of receipt of the request to the employee and the union.
- c) Within twenty (20) working days of receiving the request for review, the union-management committee will make a final decision. The committee via the director of operations will notify, in writing, the employee and the union.
- d) Within five (5) working days of the decision being made, the committee via the director of operations will notify, in writing, the employee and the union of the final decision. Such notification will include a rationale for the decision.

## 14.2 Reclassified and Modified Positions

If the position is reclassified, the reclassification and any resulting change in pay shall be effective the nearest first of the month to the employee's request for review.

### 14.2.1 Reclassification at a Higher Level

If an employee is reclassified to a higher level, the new salary shall be in the range of the new classification. The new salary will be the first step, except when the former salary overlaps the new range, in which case the new salary will be the next increment higher than the former salary to an amount equal to no less than six per cent (6%) of the employee's current salary.

### 14.2.2 Reclassification at a Lower Level

If an employee is reclassified to a lower level and their current salary is higher than the maximum rate of the lower level, the employee's salary shall remain unchanged until such a time as the maximum rate of the new pay level equals or surpasses the employee's current salary. The employee will then be paid in accordance with Appendix "C". If the reclassified employee's current salary falls within the range of the new lower level, the new rate will be the former rate received. The employee shall continue to advance to the maximum rate of the new pay level in accordance with Article 10.4, "Increments".

### 14.2.3 Modified Positions – Reclassification at Same Level

If it is determined that there is no change in the rating of the position, and if the employer determines that the individual previously possessing a modified position is qualified and has the ability to perform a modified position, the employer may determine that the position will not be reposted and reassign the individual in the modified position.

### 14.3 Disputes

If an employee or the union is dissatisfied with the final determination resulting from a request for review of classification, the employee will have the right to have the union-management committee reconsider its decision.

Within ten (10) working days of the date of the final decision of the union-management committee, the employee shall file an appeal, in writing, to the union-management committee via the director of operations.

Within ten (10) working days of the date of the appeal, the union-management committee shall respond in writing via the director of operations to the employee.

### 14.4 Joint Classification Appeals Committee

If the employee, union, or employer feels that the classification review has not resulted in the correct classification a written appeal may be filed to the joint classification appeals committee for consideration, with notice to the other party as follows:

- a) Within twenty (20) working days from receipt of the notice from the director of operations, the written appeal must be submitted stating the results of the review conducted under Article 14.3.
- b) Within five (5) working days of receiving the appeal, the committee will provide written acknowledgement of receipt of the request to the employee and the union.
- c) The committee shall meet to discuss the appeal and may call for written or personal representation from the employee, the supervisor, and the employer. The employee may have the assistance of a union representative in preparing and presenting the case, and the union representative can be chosen to present the case to the committee.
- d) Within twenty (20) working days of receipt of the appeal, the committee shall notify the person who submitted the appeal of the decision of the committee. This will be communicated by the secretary of the joint classification appeals committee.

The decision of the committee shall be final and binding, and not subject to grievance procedures. A position, which has been the subject of an appeal, may not be the subject of another classification review (and appeal) until six (6) months have elapsed since the decision was rendered by the committee.

## **ARTICLE 15 – SICK LEAVE**

### **15.1 Sick Leave Defined**

Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, quarantined by a duly authorized medical person, or under examination or treatment by a physician, chiropractor, dentist, registered massage therapist, counsellor or other medical practitioner, or because of donating organs, donating blood, or because of an accident for which compensation is not payable under *The Workers' Compensation Act*.

### **15.2 Rate of Accumulation**

For sickness and other disability credits when an employee, other than casual, commences employment on the first day of the month, the employee shall be allowed, without deduction in pay, one and one-quarter (1.25) days for each month of service.

Where an employee commences employment on or before the fifteenth (15<sup>th</sup>) of the month, the commencement date, for the purpose of this section only, shall be deemed to be the first of the month in which employment commenced. If the commencement date is after the fifteenth (15<sup>th</sup>) of the month, it shall be deemed to be the first of the following month.

### **15.3 Accumulation of Sick Leave**

All unused portions of sick leave will be cumulative to a maximum of two hundred (200) days.

### **15.4 Personal/Family Leave**

Upon approval of the supervisor, an employee shall be granted personal/family leave (to be deducted from the employee's sick leave accrual) to attend to personal/family related situations which requires the employee's involvement. Where no one other than the employee can provide for the needs of a member of the employee's immediate family during a serious illness, the employee may apply (by telephone, confirmed later in writing) to their supervisor for personal/family leave. Serious illness need not mean life threatening, and it is understood the seriousness of the illness may be related to the age of the family member. The employee may be required to provide medical evidence of the serious illness.

### **15.5 Deduction from Sick Leave Accumulation**

Absence on account of illness will be deducted from sick leave accumulation based on actual time absent and calculated as a portion of the regular daily work

hours for each employee. Usage of paid sick leave on each occasion of disability is limited to a period of one hundred and eighty (180) days.

15.6 Proof of Illness

An employee may be required to produce a certificate from a medical practitioner for any illness in excess of five (5) working days certifying that the employee was unable to carry out duties due to illness. The employer reserves the right at any time during an illness to request either a medical certificate to be submitted signed by a medical doctor or that the employee undergo, at the earliest opportunity, a medical examination conducted by a doctor specified by the employer and at the employer's expense.

15.7 Sick Leave During Leave of Absence and Lay-off

When an employee is granted leave of absence without pay or receives layoff, and such absence exceeds thirty-one (31) days, the employee shall maintain, but not accrue, sick leave credits.

15.8 Notification of Sickness or Injury

Every employee who is absent from duty on account of injury or sickness shall notify the immediate supervisor as soon as possible indicating the probable length of absence. If the supervisor is unavailable, notification should be made to the appropriate person in the department.

15.9 Compensation from a Third Party

When an employee is involved in an accident or any other action that involves the possibility of reimbursement for time away from work, the employee shall immediately contact the director of operations to advise of the facts.

When an employee is compensated by a third party for a loss of salary due to complete or partial disability resulting from sickness or accident, the employer will pay the difference between the employee's regular monthly pay and the payment, computed on a monthly basis, made by the third party during the period of disability or until the employee's accumulated sick leave has been used up. The reduction of accumulated sick leave in such cases will be made according to the following formula:

Reduction of sick leave (working days)	Employer supplement to compensation
-----	-----
Period of disability (working days)	Regular monthly salary

Notwithstanding the foregoing, where an employee is eligible for a claim for benefits from Workers' Compensation, the benefit paid by Workers' Compensation will be deemed to be at the rate of seventy per cent (70%) of the employee's gross pay and, therefore, deduction from sick leave in respect of such time period will be at the rate of three-tenths (3/10) of a day for each day absent.

The employer may make advances to the employee pending settlement of the claim against a third party, either from sick leave or from the disability plan. Such advances and any employer benefit plan costs pertaining thereto will be repaid to the employer when settlement is obtained from the third party.

#### 15.10 Investigation of Accidents

The Occupational Health and Safety Committee members shall be notified of serious accidents or injuries, and the scene shall be investigated as soon as possible. The employer agrees to provide the union committee co-chair with copies of non-confidential Workers' Compensation Board reports.

#### 15.11 Injury Pay Provisions

An employee who is injured at work and is required to leave for treatment or is sent home by a supervisor or attending physician as a result of such injury shall receive payment for the remainder of the shift. An employee who has received payment under this section shall receive pay for time necessarily spent for further medical treatment of the injury during regularly scheduled working hours, subsequent to the day of the accident.

#### 15.12 Transportation of Accident Victims

Transportation to the nearest physician, or to hospital or home will be provided at the expense of the employer for employees incapable of using their normal form of transportation, except when compensated for transportation by a third party.

#### 15.13 Re-Integration after Leave

**The employer is responsible for updating and re-orientating an employee on new/revised policies, procedures, organizational/staff changes, technological changes, etc. once an employee has returned from leave.**

**Please see union management committee policy on this article.**

## **ARTICLE 16 – DISCIPLINE OF EMPLOYEES**

### **16.1 Principle of Innocence and Burden of Proof**

Both parties agree that an employee is considered innocent until proven guilty. In case of discharge or discipline, the burden of proof on a balance of probabilities of just cause shall rest with the employer. Evidence presented shall pertain only to the grounds stated in the discharge or discipline notice to the employee.

### **16.2 Progressive Discipline**

The employer endorses the concept of progressive discipline in situations of poor performance. However, the employer reserves the right to use any disciplinary action deemed appropriate, regardless of the order of the following clauses.

### **16.3 Reprimand**

If an employee is formally reprimanded concerning unacceptable conduct or performance, it will be done with the shop steward or executive-at-large present. A written notice including particulars of the work performance or conduct, which led to such dissatisfaction shall, within ten (10) working days of the reprimand, be forwarded to the employee, with copies to the union. If this procedure is not followed, the reprimand may not be used against the employee in a warning or dismissal procedure. An employee may respond in writing to the reprimand, and such response will become part of the employee's record. Reprimands issued in accordance with Article 16.3 will be removed from the employee's file after two (2) years of subsequent employment during which no formal disciplinary action is taken.

### **16.4 Written Warning**

An employee whose performance and/or conduct are unsatisfactory shall be given written warning in the presence of the shop steward or executive-at-large and a copy of the written warning, including particulars of the unsatisfactory work performance or conduct which led to such dissatisfaction, will be forwarded to the union. If the union considers the action unjustified, it shall have, from the date the written warning was issued to the employee, fourteen (14) days in which to file a grievance. An employee may respond in writing to the written warning, and such response will become part of the employee's record.

A written warning will be removed from the employee's file after three (3) years of subsequent employment during which no formal disciplinary action is taken.



## 16.5 Suspension

The employer reserves the right to suspend an employee without pay for just cause, for a period up to thirty (30) calendar days. The notice of suspension shall be given to the employee in the presence of a shop steward or executive-at-large. Confirmation of the action taken by the employer will be conveyed to the employee in writing by the director of operations as soon as possible, with a copy of the letter to the union. If the union considers the action unjustified, it shall have, from the date of suspension begins or the notice is received by the union, whichever is later, fourteen (14) days in which to file a grievance. Letters will be removed from the employee's file after three (3) years of subsequent employment during which no formal disciplinary action is taken. The employee's benefit plan coverage will continue in full effect during any suspension.

## 16.6 Dismissal

The employer reserves the right to dismiss any employee for just cause. Notice of dismissal shall occur in the presence of a shop steward or executive-at-large. The employee shall be suspended for seven (7) calendar days during which time the union shall have an opportunity to investigate the circumstances and state its cause.

Upon request, the union will be given an additional period of seven (7) calendar days for investigation purposes. Unless a grievance is presented to the employer within the seven (7) or fourteen (14) day period, the employee will be dismissed. If no just cause has been proved, the employee shall be reinstated without loss of pay. Confirmation of the action taken by the employer will be conveyed to the employee in writing by the director of operations. A copy of the letter will be sent to the union.

## **ARTICLE 17 – GRIEVANCES**

### 17.1 Definition

Whenever a difference shall arise between the parties hereto or any person bound by this agreement concerning its interpretation, application, operation, or alleged violation, the difference shall be dealt within accordance with the procedures herein outlined.

### 17.2 Administrative Grievance

Grievances involving interpretation of administration of this agreement signed by a duly authorized union official, and not involving a specific individual and grievances by a group of employees, shall be taken directly to stage 2 to the following procedure.

### 17.3 Dispute Referred to Supervisor

An employee(s), before initiating an individual grievance, must first refer the matter to the employee's supervisor or the individual responsible for making the decision, which is the subject of the grievance. The employee(s) shall be accompanied to the meeting by the shop steward or other union representative if the employee(s) so wishes. If the matter is not settled satisfactorily, the employee(s) may refer the matter to the union for presentation at stage 1.

If in the view of the director of operations at stage 1, the matter that is the subject of dispute has not been adequately discussed prior to grievance, the matter may be referred back to such action before formal acceptance at stage 1.

### 17.4 Recognition of Union Steward

In order to provide an orderly and speedy procedure for the settling of grievances, the employer acknowledges the rights and duties of the union steward. The steward or union representative shall assist any employee(s) in preparing and presenting a grievance in accordance with the grievance procedure. The union will provide the employer a list of stewards annually.

### 17.5 Permission to Leave Work

The union recognizes that each steward or a designated union representative is employed full time by the employer and that such a person will not leave work during working hours without permission in order to perform duties under this agreement. Such permission will not be unduly withheld, and the steward or designated union representative will not be hindered, coerced, restrained, or interfered with while investigating a grievance or presenting an adjustment provided in this agreement.

### 17.6 Stage 1

17.6.1 If the union considers the grievance to be a legitimate one, it shall immediately refer the written grievance signed by a duly authorized union official or by the employee(s) concerned, to the appropriate supervisor with a copy to the director of operations. In order to be accepted, a copy of the grievance must reach the director of operations within thirty (30) calendar days of the incident, which is the subject of the grievance, except as provided for in Articles 5 and 16. Grievances submitted after these time limits will not be accepted.

17.6.2 The union, through the director of operations, may request a meeting at which the supervisor shall be present together with the director of

operations. One or more of the aggrieved employees may be present at the request of either party.

17.6.3 Within seven (7) working days of receiving the grievance, the director of operations shall render a decision in writing.

## 17.7 Stage 2

If a decision is not rendered within the time limits, the union may, within seven (7) working days of receipt of the reply or of the expiration of the time limits, whichever is earlier, refer the written grievance to the executive director. This officer shall render a written decision, after appropriate meetings and consultation, within seven (7) working days of receipt of the grievance.

## 17.8 Stage 3 Arbitration

### 17.8.1 Time Limit

In the event that any grievance or matter in dispute has not been settled through the procedure outlined above, either party may, within ten (10) days, submit the grievance or matter in dispute to an arbitration board in accordance with this article.

It is agreed that time is of the essence in reaching a just conclusion to the grievance and arbitration process and, therefore, both parties agree that they will do everything possible to ensure that the selection of the board and the arbitration proceeds as quickly as possible.

### 17.8.2 Composition of the Board

The arbitration board shall consist of three (3) members. One shall be named by the employer, and one named by the union. The parties to this agreement shall endeavour to agree on a third member who shall act as chair of the board. Each of the parties to this agreement shall have their respective board member selected and made known to each other within seven (7) working days of notice being given by either party for the establishment of the board.

### 17.8.3 Selection of the Chair

The two (2) parties shall endeavour to agree on the selection of a chair within twenty-one (21) working days of the notification of the grievance being submitted for arbitration. In the event of their failure to agree on a chair within the time prescribed, they shall notify the Minister of Labour for the Province of Saskatchewan, who shall be asked to name a chair.

#### 17.8.4 Hearing

The board, having been formed by the above procedure, shall meet, hear the evidence of both parties, and render a written decision within sixty (60) days from the completion of taking evidence. This period may be extended by mutual agreement of the parties. The decision of the majority of the board on the matter at issue shall be final and binding on both parties, but the board shall not be empowered to add to, subtract from, alter, or amend this agreement in any way.

#### 17.8.5 Disciplinary Action

The board shall have the power to dispose of any grievance involving dismissal or disciplinary action by any arrangement, which it deems just and equitable.

#### 17.8.6 Time Deficiencies

Any board of arbitration established pursuant to the grievance procedures shall have the power to hear any arguments as to whether, in order to avoid consideration of substantive issues, time limits set forth in the grievance procedures have been unreasonably enforced. The board may decide to deal with the case placed before it, despite such minor time deficiencies.

#### 17.8.7 Expenses

The fees and expenses of the chair shall be shared equally between the parties. Each party shall be responsible for their costs, fees, and expenses of witnesses and those of its board member.

### 17.9 General

#### 17.9.1 Union May Institute Grievances

The union and its representatives have the right to originate a grievance on behalf of an employee or group of employees and to seek adjustment with the employer in the manner provided in the grievance procedure. Such a grievance procedure shall commence at stage 1.

#### 17.9.2 Facilities for Grievances

The employer shall provide appropriate space for grievance meetings.

### 17.9.3 Authorized Acting Officials

For the purpose of stages 1 and 2 hereof, the persons duly authorized to act for and on behalf of the officials mentioned herein during their absence shall similarly be authorized to act in respect to the procedure outlined herein.

### 17.9.4 Representatives of the Union

In the discussion of grievances with the representatives of the employer, the union may at any time be accompanied by a representative of the union.

### 17.9.5 Grievances Dealt with During Working Hours

As far as practicable, all grievances will be dealt with during working hours, and no employee or employees, who are representatives of the union, will suffer loss of pay by reason of time spent in discussing grievances with the representatives of the employer.

### 17.9.6 Copies of Documents

In the event of a grievance or a disciplinary action, the employer agrees, upon request, to provide the union with copies of all documents, which the employer intends to use in regard to the specific grievance or disciplinary action.

### 17.9.7 Time Limits

The time limits imposed by the foregoing provisions may be waived by the parties upon agreement through local negotiations.

## **ARTICLE 18 – LEAVE OF ABSENCE**

### 18.1 Union Leave

#### 18.1.1 Short Term Union Leave

Subject to operational needs, the employer agrees that leave of absence with pay along with maintenance of seniority rights, and benefits, shall be given to any designated employee for union business; such leave of absences to be granted for a period not to exceed six (6) months as per union request in writing. Permission for an employee to attend to union business will be conveyed within forty-eight (48) hours of receipt of request, except in the case of leave for one (1) week or longer, in which

case the permission will be granted within seven (7) working days of receipt of request. The employer will invoice the union for all costs associated with the union leave, including the employer's share of benefits. The union shall reimburse the employer within thirty (30) days of receipt of the invoice.

An employee on such leave shall have the right to return to their job on expiration of the leave. If the job has been abolished during absence, the employee shall have rights pursuant to Article 7.

#### 18.1.2 Leave to Hold Full-Time Union Position

Any employee who is selected for a full-time union position shall, upon application, be granted leave of absence without pay for a period of up to, but not exceeding one (1) year. The employee's seniority shall be retained, but not accumulated during the period of absence. An employee requesting such leave will provide as much notice as possible, but in any event will be expected to give no less than thirty (30) days' notice.

### 18.2 Compassionate Care Leave and Special Leave of Absence

#### 18.2.1 Compassionate Care Leave

Where an employee requires leave as defined under the EI compassionate care benefit, the employee shall apply to the executive director, indicating the requested date of commencement of the unpaid leave. The employer agrees to provide such leave as soon as reasonably possible.

#### 18.2.2 Special Leave of Absence

Special leave of absence without pay may be granted to an employee for good and sufficient reason, but requests must be made in writing to the executive director with the recommendation of the supervisor stating the reason for such leave.

18.2.3 The employee on such leave shall return to the former classification, position, and salary, subject to any general increases, except where the position has been eliminated in accordance with Article 7. In the latter circumstances, the employee will be dealt with appropriately under Article 7.

18.2.4 During leave of absence, employees shall retain their seniority but will not be able to accumulate.

### 18.3 Leave for Jury Duty

When an employee is summoned for jury duty or as a court witness the employee shall not suffer any loss of salary or wages while so serving, except as a result of personal misdemeanors. Remuneration paid to the employee by the court must be turned over to the employer. However, this will not include expenses paid by the court.

### 18.4 Bereavement Leave

An employee shall be granted a leave of absence with pay of up to five (5) working days for bereavement in the immediate family, as defined in Article 1 and including sons-in-law, daughters-in-law and grandchildren. The application, stating the reasons, shall be made to the director of operations, in writing. In emergency, the application may be made verbally and confirmed subsequently in writing. Additional time off with pay may be granted at the discretion of the director of operations.

### 18.5 Leave for Court Appearance

In the event that an employee is accused of an offense which requires a court appearance, the employee shall be entitled to leave of absence without pay and without loss of seniority or accrued benefits, such leave to cover time required for pre-trial legal consultation, court appearance, and pre-trial legal custody.

### 18.6 Maternity/Adoption/Parental Leave

#### 18.6.1 Service Requirements for Maternity/Adoption/Parental Leave

An employee shall qualify for maternity/adoption/parental leave (leave of absence without pay) after employment of at least twenty (20) weeks in the fifty-two (52) weeks immediately preceding the day on which the requested leave is to commence. The employer shall not deny the pregnant employee the right to continue employment during her pregnancy, provided she can supply a medical certificate as to her fitness to do so, if so requested.

#### 18.6.2 Length of Maternity/Adoption Leave

##### 18.6.2.1 Maternity Leave

Maternity leave shall cover a period not exceeding eighteen (18) consecutive weeks and may be taken at the employee's discretion before and/or after the birth or adoption of a child.

#### 18.6.2.2 Adoption Leave

Where an employee is to be the primary caregiver of the adopted child during the period of leave, adoption leave shall be granted for a period not exceeding eighteen (18) consecutive weeks commencing on the day the child becomes available for adoption.

#### 18.6.2.3 Parental Leave

Where an employee is entitled to maternity or adoption leave, parental leave shall cover a period not exceeding thirty-four (34) consecutive weeks and may be taken at the employee's discretion before and/or after the birth or adoption of a child.

Where an employee is not entitled to maternity and not entitled to adoption leave, parental leave shall cover a period not exceeding thirty-seven (37) consecutive weeks and may be taken at the employee's discretion before and/or after the birth or adoption of a child.

#### 18.6.2.4 Further Leave

An employee may apply for further leave subject to Article 18.2.

An employee who wishes to take maternity leave or adoption leave and also take parental leave shall take the two (2) leaves consecutively.

#### 18.6.3 Supplementary Employment Benefits

Provided they are in receipt of HRSDC Employment Insurance Benefits, employees will receive the difference between employment insurance benefits received from Human Resources and Skills Development Canada and eighty per cent (80%) of the member's salary while on leave for a maximum of twenty-five (25) weeks, subject to the condition that the member's earnings (from employment insurance earnings, and any other source) cannot exceed ninety-five per cent (95%) of pre-leave earnings.

The parties agree that, in the event that changes occur to the employment insurance benefits payable to individuals on maternity/adoption/parental leave that increase the employer's cost, the Supplemental Benefits Plan will be terminated on the first of the year following any changes in employment insurance maternity/ adoption/ parental leave benefits. Those employees receiving benefits at the time of termination will continue to receive benefits on the same cost basis to the employer as prior to the



employment insurance change, effective the first of the month following the employment insurance change.

The employer will restructure the plan to keep their costs at the previous level. The parties agree to meet immediately to negotiate a new plan which would not cost the employer more than the previous plan.

#### 18.6.4 Seniority Status During Maternity/Adoption/Parental Leave

The employee shall continue to earn seniority during the leave.

#### 18.6.5 Procedures Upon Return from Maternity/Adoption/Parental Leave

When an employee decides to return to work after maternity/adoption/parental leave, they shall provide the employer with at least four (4) weeks' notice. On return from maternity/adoption/parental leave, the employee shall be placed in their former position, classification, and salary, subject to any general increases.

#### 18.6.6 Qualification Period for Supplementary Employment Benefits

A permanent employee who has completed the probationary period and twelve (12) months of continuous service will be eligible for supplementary employment benefits.

### 18.7 Professional Development Fund

The employer shall establish a professional development fund and allocate one per cent (1%) of permanent full-time and part-time in-scope salary on an annual basis.

The professional development fund shall be available to all permanent full-time and part-time employees and will be administered by the professional development committee.

### 18.8 Professional Development Committee

The professional development committee will be composed of:

- a) Two (2) employees elected by the union. Each term will be two (2) years maximum. Elections will be staggered so that a maximum of one (1) new member will join the committee at any one time;
- b) One (1) employee appointed by management; and
- c) Director of operations or their designate to act as chairperson.

The mandate of the professional development committee is to assess employee/employer professional development needs, to establish professional development policies, procedures and assessment tools.

18.8.1 The professional development committee shall use the following guiding principles:

- a) Prioritize recommended training needs.
- b) Consider applicability and value of each development activity to the employer.
- c) Consider the fiscal resources of the professional development fund.
- d) Consider the benefits to the individual staff member.

18.8.2 The professional development fund may provide for:

- a) Partial or full tuition reimbursement (upon successful completion).
- b) Staff development days.
- c) Long-term educational leave without pay.
- d) Short-term educational leave, including but not limited to:
  - i) Workshops
  - ii) Seminars
  - iii) Conferences
  - iv) Short courses

18.8.3 An employee who applies for and receives professional development benefits is required to return to work for the number of months that equals the total financial assistance received during the leave, divided by the employee's monthly gross salary. In the event that the employee does not complete the return of service, they shall be required to reimburse the employer the amount of the professional development benefits on a pro-rated basis. An employee who has been directed to take a course or attend a seminar or conference, and has used professional development funds to do so, is not required to provide return of service.

18.8.4 An employee who applies for and receives professional development benefits for training opportunities that provide a grade or pass/fail completion, must, in addition to Article 18.8.4, provide proof of satisfactory

(passing completion). If satisfactory completion is not obtained, the employee shall be required to reimburse the employer the amount of the professional development benefits for that training opportunity.

#### 18.9 Domestic Violence Leave

The employer shall provide up to five (5) paid days leave for employees addressing situations of domestic violence. Additional paid days may be granted drawing from employee sick leave credits. In the event an employee has no remaining sick leave credits, additional paid days may be granted at the discretion of the director of operations.

### **ARTICLE 19 – OCCUPATIONAL HEALTH AND SAFETY**

#### 19.1 Co-operation on Safety

It is agreed that the employer, the union, the employees, and all levels of supervision will co-operate fully to promote safe work practices, healthy working conditions, and compliance with *The Saskatchewan Employment Act, Part III - Occupational Health and Safety*, and regulations.

The union, through the participation of its members in the Joint Occupational Health and Safety Committee(s), will provide input into issues of occupational health and safety in the gallery and will assist wherever possible in the furtherance of safe conditions and practices.

The employer will keep under review the use or presence, at the place of employment, of chemical or biological substances which may be hazardous to the health or safety of workers.

Any employee may request that the employer substitute a safe or less hazardous substance for any chemical or biological substance currently in use. The occupational health and safety department representative will co-operate in advising the employees through their supervisor on the possibility of using suitable substitutions.

#### 19.2 Safety Committee Pay Provisions

The Occupational Health and Safety Committees shall hold meetings and regular inspections to deal with all unsafe, hazardous, or dangerous conditions. Representatives of the union shall suffer no loss of pay for attending such meetings or inspections. Minutes of all committee meetings and inspection reports shall be provided to the union.

### 19.3 Safety Measures

All employees either working with or in close proximity to any hazardous product or dangerous material will be supplied with adequate and sufficient training, education, tools, and safety equipment so as not to be exposed to unacceptable risks of the hazardous product or dangerous material. The training, tools and equipment to be used will be determined by the occupational health and safety department representative in consultation with the Occupational Health and Safety Committee consistent with pertinent legislation and accepted protocols.

### 19.4 Emergency Travel Kit

**Where employees are required to use their personal, or the employer's vehicle for work in areas with the potential for hazardous road conditions, the employer will provide an emergency travel kit. The Joint Occupational Health and Safety Committee will make recommendations on the contents of the emergency kit.**

### 19.5 Sick Time

**The employer will provide the Joint Occupational Health & Safety Committee with anonymous statistics on employee sick time on a quarterly basis.**

### 19.6 Educational and Training Programs

19.6.1 The employer, in consultation with the appropriate Occupational Health and Safety Committee, will develop and implement educational and training programs relating to the health and safety of workers, at no cost to the employees, and to be conducted during normal work time.

19.6.2 With the prior consent of the director of operations, upon giving reasonable notice, union members of health and safety committees shall be entitled to time off from work with no loss of seniority or earning to attend educational courses and seminars required by government agencies or the employer for instruction and upgrading on health and safety matters.

19.6.3 Employees who feel they have not had opportunity for training on new equipment that they are required to operate as part of their normal duties should first discuss the issue with their supervisor, and then, if necessary, with the director of operations.

### 19.7 Safety and Health Reports, Records and Data

Reports of every accident or occurrence of an occupational disease at the work site will be provided to the appropriate Occupational Health and Safety Committee.

The committee members may request any pertinent health and safety records held by the employer that are not confidential.

#### 19.8 No Disciplinary Action

No employee shall be disciplined for refusal to work on a job or to operate any equipment which, in the opinion of the employee(s) or any member of the safety committee, is unsafe, until an Occupational Health Officer or an Occupational Health Committee established under *The Saskatchewan Employment Act, Part III - Occupational Health and Safety* has investigated the matter or situation, or until sufficient steps have been taken so that the employee has reasonable grounds for believing that the duty or duties are no longer unusually dangerous.

### **ARTICLE 20 – BENEFIT PLANS**

#### 20.1 Group Benefits

During the life of this agreement, the employer will provide benefit plans in accordance with the respective policies and labour relations order. All group benefits and pensions are supplied by the University of Regina and are subject to the policies in place between the university and their carriers. Changes to these policies are beyond the control of the employer and may change from time to time. Such changes will be subject to negotiation for inclusion in this agreement when applicable.

#### 20.2 Benefits During Leave of Absence

20.2.1 An employee who is on the short-term disability plan or the long-term disability plan will be considered to be on leave of absence for application of this clause.

#### 20.2.2 Sick Leave, Discretionary Days, Vacation Leave, and Increment Date

If leave of absence (except as provided in Articles 18.1 and 18.3) exceeds thirty-one (31) calendar days, credits for sick leave, discretionary days, and vacation leave will not be accumulated during the period of absence and the increment date shall be set back accordingly.

If the leave of absence is for less than thirty-two (32) calendar days, the increment date will not be affected, and the employee will continue to accumulate sick leave credits, discretionary days, and vacation credits in the normal fashion.

An employee will continue to accumulate sick leave credits and vacation credits in the normal fashion during the twenty-five (25) weeks of

supplementary employment benefits (Article 18.6.3). Sick leave credits, discretionary days, and vacation credits will not accumulate during any other period of maternity/ adoption/ parental leave.

### 20.2.3 Pension Plan

If the leave of absence (except as provided in Articles 18.1 and 18.3) is less than thirty-one (31) calendar days, contributions to the pension plan and service credits will not be affected.

If the leave is for thirty (30) days or longer, contributions to the pension plan and accumulation of service credit will be discontinued unless prior arrangements are made for pre-payment of both the employee's and the gallery's share.

Notwithstanding this, when an employee is on short-term disability or long-term disability, no contributions will be made to the pension plan, but service credits will be deemed to accumulate in the normal manner.

An employee who is receiving the twenty-five (25) weeks of Supplementary Employment Insurance Benefits (Article 18.6.3) shall make contributions to the pension plan, and the gallery will also make contributions. However, service credits will be deemed to accumulate in the pension plan in the normal manner.

### 20.2.4 Group Insurance, Dental Plan, Long-Term Disability

If the leave is for less than thirty-one (31) days, the employee will continue to be covered.

An employee receiving the twenty-five (25) weeks of supplementary employment insurance benefits (Article 18.6.3) will also be covered and normal employer/employee deductions apply.

For other leaves in excess of thirty-one (31) calendar days, or on the completion of the twenty-five (25) weeks of supplementary employment insurance benefit (Article 18.6.3), an employee may elect to continue plan coverages providing they make prior arrangements to pay the premiums required for continuance of the plans. If the employee elects to drop coverage, the employee will be subject to the waiting period upon return.

In any case, all coverage will terminate after a full twelve (12) month period of leave of absence.

### 20.3 Assisted Early Retirement

The gallery may, without prejudice, propose to an employee an early retirement package which may include a financial settlement. The union will be informed of such an arrangement.

### 20.4 Flexible Spending Account (FSA)

Each permanent employee, at the conclusion of the elimination period, shall be provided with an FSA in the amount of **nine-hundred dollars (\$900)** effective January 1, **2023**, each calendar year. This FSA will allow employees to supplement their benefit programs. Once per year, prior to end of the last business day of November, members may direct the allocation of their FSA credits to one or both of the following:

- a) Health care spending account; or
- b) Personal spending account (taxable)

Both accounts are subject to Canada Revenue Agency regulations. Should no election be made, all credits will default to the health care spending account.

## **ARTICLE 21 – MISCELLANEOUS ITEMS**

### 21.1 Provisions of Tools

The employer shall supply all tools and equipment required by the employer. Replacement will be made by producing the worn or broken tool. The employee shall return all tools and equipment upon termination.

### 21.2 Rules and Regulations

When the employer introduces new rules or regulations concerning employees' conduct on employer premises or during working hours, copies will be posted and also forwarded to the union office. Such rules and regulations will be reasonable and will not be inconsistent with any articles of this agreement.

### 21.3 Protective Clothing

Adequate protective clothing will be provided and laundered by the employer as required by occupational health and safety.

### 21.4 Accountable Professional Expense Allowance

All permanent full-time and part-time employees shall be entitled to an accountable professional expense allowance of two-hundred and thirty dollars (\$230) per year.

The allowance will be prorated for employees who work less than full year and full-time.

The accountable allowance may be expended only in accordance with tax regulations and guidelines established by the employer and will not be used for any purchase and expenditure which would be a taxable benefit to the employee.

#### 21.5 Deferred Salary Leave Plan

Employees may apply to participate in the deferred salary leave plan in accordance with the conditions set forth in the regulations governing the plan. The regulations are subject to mutual agreement between CUPE Local 5791 and the employer.

### **ARTICLE 22 – RESPECTFUL WORKPLACE**

#### 22.1 Harassment-Free Workplace

The union and the employer are committed to a respectful workplace, free of harassment and shall comply with *The Saskatchewan Employment Act*, *The Saskatchewan Human Rights Code* and the employer's policies, which may be amended from time to time.

#### 22.2 Definitions

- (a) "Harassment" means any inappropriate conduct, comment, display, action, or gesture by a person that:

is based on race, creed, religion, colour, sex, sexual orientation, marital status, family status, disability, physical size or weight, age, nationality, ancestry or place of origin; includes sexual harassment, which is conduct, comment, gesture or contact of a sexual nature that is offensive, unsolicited or unwelcome; or adversely affects the worker's psychological or physical well-being and that the person knows, or ought reasonably to know, would cause a worker to be humiliated or intimidated; and

Harassment does not include any reasonable action that is taken by an employer, or a manager or supervisor employed or engaged by an employer, relating to the management and direction of the employer's workers or the place of employment.

- (b) "Systemic discrimination" means structural barriers or widespread stereotypes and assumptions that perpetuate disadvantages which exclude or affect whole groups of people covered by *The Saskatchewan Human Rights Code*.



### 22.3 Procedure

An employee who believes they have been harassed will immediately register their complaint in accordance with the employer's policy. In the event the policy process does not address the complaint to the employee's satisfaction, a grievance may be filed and heard at stage 2. An employee making such complaint shall have the right to have a union representative present at any related meeting with the employer.

### 22.4 Duty to Accommodate

Accommodation of employees within the workplace is a shared responsibility. The employer, the union, and the affected employee recognize their duty to participate, co-operate, and collaboratively attempt to find suitable work for such employee up to the point of undue hardship.

## **ARTICLE 23 – TERMS OF AGREEMENT**

### 23.1 Duration

This Agreement shall be effective from April 1, 2022, and shall remain in force and effect up to March 31, 2025, and from year to year thereafter, but either party may, not less than sixty (60) days nor more than one hundred and twenty (120) days prior to the termination date hereof, give notice in writing to the other party to terminate this agreement or to negotiate a revision thereof.

### 23.2 Previous Agreements

This agreement and the addenda thereto, supersedes agreements and letters of intent.

### 23.3 Conflicting Laws

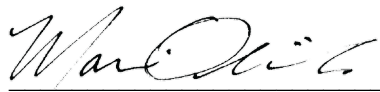
If any provision of this agreement or of any collective agreement made in pursuance thereof is found to be contrary to the provision of any law, now or hereafter enacted, this agreement will not be abrogated but is subject to such amendments as may be necessary to bring it into conformity with the law.

SIGNED AS OF December 20, 2022 AT REGINA,  
SASKATCHEWAN.

ON BEHALF OF THE CANADIAN  
UNION OF PUBLIC EMPLOYEES  
LOCAL 5791


ON BEHALF OF THE  
MACKENZIE ART GALLERY

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John Hampton (Dec 21, 2022 14:23 CST)


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Shane Belter (Dec 21, 2022 11:04 CST)

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Sok Kim (Dec 21, 2022 11:09 CST)

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LETTER OF UNDERSTANDING NO. 1

BETWEEN

MacKenzie Art Gallery  
in the Province of Saskatchewan

Hereinafter referred to as the “employer”

AND

The Canadian Union of Public Employees Local 5791  
Chartered by The Canadian Union of Public Employees

Hereinafter referred to as the “union”

Letter of Understanding - Administrative, Professional and Technical Employees Provisions

The parties agree that Articles 12.4, 15.14 and 20.4 as provided below shall be removed from the collective bargaining agreement that expired on March 31, 2015, and the rest of the articles renumbered where necessary:

12.4 Recognition of Other Service

Years of employment shall include service with the employer, as well as service as that established under Article 6.

15.14 Sick Leave for Administrative, Professional and Technical Employees Bargaining Unit Employees

It is understood that employees originally hired under the University of Regina Administrative, Professional and Technical Employees Bargaining Unit contract will retain sick leave benefits as defined in the current Administrative, Professional and Technical Employees Bargaining Unit contract in effect at the date of signing this agreement, and that this benefit varies from that described herein.

20.4 Benefits for Administrative, Professional and Technical Employees Bargaining Unit Employees

It is understood that employees originally hired under the University of Regina Administrative, Professional and Technical Employees Bargaining Unit contract will retain employee benefits as defined in the current Administrative, Professional and Technical Employees Bargaining Unit contract at the time of signing this contract, and that this benefit varies from that described herein.

It is further agreed that the provisions contained above shall continue in force and effect for the following employees as long as they are employed by the MacKenzie Art Gallery and hold a position within the scope of the collective bargaining agreement with CUPE Local 5791; Timothy Long, Ken Duczek;

That this letter of understanding shall expire when all of the above noted employees retire or cease to be members of CUPE Local 5791.

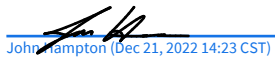
IN WITNESS WHEREOF, the parties hereto have caused these presence to be executed this

20 \_\_\_\_\_ day of \_\_\_\_\_ December \_\_\_\_\_, A.D. 2022.

ON BEHALF OF CANADIAN UNION OF  
PUBLIC EMPLOYEES, LOCAL 5791

ON BEHALF OF MACKENZIE ART  
GALLERY



  
John Hampton (Dec 21, 2022 14:23 CST)

  
Shane Belter (Dec 21, 2022 11:04 CST)

  
Sok Kim (Dec 21, 2022 11:09 CST)

LETTER OF UNDERSTANDING NO. 2

BETWEEN

MacKenzie Art Gallery  
in the Province of Saskatchewan

Hereinafter referred to as the “employer”

AND

The Canadian Union of Public Employees Local 5791  
Chartered by The Canadian Union of Public Employees

Hereinafter referred to as the “union”

AND

Timothy Long, Head Curator

Hereinafter referred to as the “employee”

WHEREAS CUPE is the certified bargaining agent of employees employed by the MacKenzie Art Gallery;

AND WHEREAS the employer will be proceeding with a reorganization and the parties have agreed that Article 2 – SCOPE will be amended to exclude the position of head curator from the bargaining unit and designated as an out-of-scope position;

AND WHEREAS the employee is currently employed as head curator as part of the bargaining unit and does not wish to be removed from the bargaining unit;

THEREFORE the parties agree as follows:

1. That the employer’s reorganization of the gallery will not directly or indirectly result in the abolishment of the permanent position of head curator or in the lay-off, downward reclassification, or reduction of hours of work of the employee as long as the employee is employed with the MacKenzie Art Gallery as the head curator.
2. That until the employee resigns or retires he shall remain within the scope of CUPE Local 5791 and will be eligible for all terms and conditions of the collective agreement.

3. That once the employee resigns or retires the parties shall sign a joint application to the Saskatchewan Labour Relations Board to amend the certification order providing for the exclusion of the head curator position.
4. That this letter of understanding shall expire immediately should the employee (Timothy Long) resign or retire from the position of head curator and immediately thereafter the position of head curator shall be recognized as being outside the scope of the collective agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presence to be executed  
this 20 day of December, A.D. 2022.

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 5791

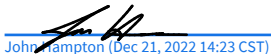


Shane Belter

Shane Belter (Dec 21, 2022 11:04 CST)

TIMOTHY LONG

MACKENZIE ART GALLERY



John Hampton (Dec 21, 2022 14:23 CST)

Sok Kim

Sok Kim (Dec 21, 2022 11:09 CST)

MEMORANDUM OF AGREEMENT

BETWEEN:

MacKenzie Art Gallery  
in the Province of Saskatchewan

Hereinafter referred to as the “employer”

AND

The Canadian Union of Public Employees Local 5791  
Chartered by The Canadian Union of Public Employees

Hereinafter referred to as the “union”

RE: IRREVOCABLE ELECTION

WHEREAS CUPE is the certified bargaining agent of employees employed by the MacKenzie Art Gallery;

AND WHEREAS *The Saskatchewan Employment Act* allows an employer and a union to make an irrevocable election to allow supervisory employees to remain within their bargaining unit;

NOW THEREFORE the parties hereby agree:

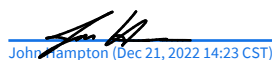
1. That pursuant to s.6-11 (4) (a) of *The Saskatchewan Employment Act*, they shall allow supervisory positions to be in the bargaining unit.
2. That this agreement shall constitute an irrevocable election for the purposes of s.6-11 (4) (a) of *The Saskatchewan Employment Act*.

Signed this 20 day of December, 2022.

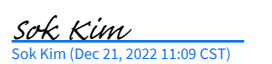
ON BEHALF OF CANADIAN UNION OF  
PUBLIC EMPLOYEES, LOCAL 5791

ON BEHALF OF MACKENZIE ART  
GALLERY



  
John Hampton (Dec 21, 2022 14:23 CST)

  
Shane Belter (Dec 21, 2022 11:04 CST)

  
Sok Kim (Dec 21, 2022 11:09 CST)

**APPENDIX A**

**LETTER OF UNDERSTANDING NO. 3**

**BETWEEN:**

**Mackenzie Art Gallery  
in the Province of Saskatchewan**

Hereinafter referred to as the “employer”

**AND**

**The Canadian Union of Public Employees Local 5791  
Chartered by The Canadian Union of Public Employees**

Hereinafter referred to as the “union”

During the life of this collective agreement, the parties agree to collaboratively work towards the development of a holistic roadmap focused on ensuring a safe and healthy workplace. This roadmap shall emphasize the prevention of incidents that could contribute to physical, mental and psychosocial harm.

The union-management committee (UMC) shall be accountable to take the necessary steps, and delegate tasks to appropriate committees and/or external parties, in regards to the above goal which could include items such as, but not limited to:

- a) assessing internal mental and psychosocial risks
- b) identifying and providing appropriate training focused on promoting a safe and healthy workplace
- c) identifying and providing a list of resources focused on promoting a safe and healthy workplace
- d) identifying and providing access to experts in the field of workplace health and safety
- e) developing ad-hoc joint committees, when deemed necessary, to focus on specific or particular aspects of workplace health and safety
- f) developing, promoting and implementing related procedures and/or policies related to workplace health and safety



It is recognized the breadth and complexities of issues related to a safe and healthy workplace are not insignificant and therefore the parties agree the UMC shall deliver an update on their progress and accomplishments at the conclusion of this collective agreement to inform a review of the status of this letter of understanding.

SIGNED AS OF December 20, 2022 AT REGINA, SASKATCHEWAN.

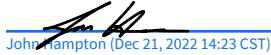
ON BEHALF OF CANADIAN UNION OF  
PUBLIC EMPLOYEES, LOCAL 5791

ON BEHALF OF MACKENZIE ART  
GALLERY

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John Hampton (Dec 21, 2022 14:23 CST)

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Shane Belter (Dec 21, 2022 11:04 CST)

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Sok Kim (Dec 21, 2022 11:09 CST)

## APPENDIX B – CUPE CLASSIFICATION SCHEDULE

Position	Level
Head Curator* (As per letter of understanding)	13
Vacant	12
Curator	11
Vacant	10
Conservator	9
Exhibition Manager	9
Associate Curator	8
Coordinator of Learning Initiatives	8
Curator of Education	8
Development Associate	7
Senior Preparator	7
Accountant	6
Assistant Curator	6
<b>Registrar</b>	6
Communications Coordinator	6
Graphic Designer	6
Events & Rentals Coordinator	5
Gallery Shop Assistant Manager	5
Preparator	5
Vacant	4
Art Instructor - Kaleidoscope	3
Administrative Assistant	3
Assistant Preparator - Facilities	3
Curatorial Assistant	3
Library Co-ordinator	3
Visitor Services Representative	3
Art Instructor	2
Assistant Preparator (casual)	2
Facility Assistant	2
Gallery Facilitators	2
Gallery Shop Sales Assistant	1

## **APPENDIX C – PAY SCHEDULES**

<b>April 1, 2022, CUPE Salary Grid with Economic Adjustment of 2.15%</b>							
<b>Level</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
<b>1</b>	33,790 (\$17.32)						
<b>2</b>	36,722 (\$18.84)	37,894 (\$19.43)	39,065 (\$20.03)				
<b>3</b>	41,678 (\$21.37)	43,009 (\$22.05)	44,339 (\$22.74)				
<b>4</b>	45,149 (\$23.16)	46,639 (\$23.91)	48,128 (\$24.68)	49,616 (\$25.45)			
<b>5</b>	49,951 (\$25.62)	51,598 (\$26.46)	53,244 (\$27.30)	54,891 (\$28.15)			
<b>6</b>	52,947 (\$27.15)	54,751 (\$28.08)	56,556 (\$29.00)	58,360 (\$29.93)	60,166 (\$30.86)		
<b>7</b>	57,590 (\$29.53)	59,553 (\$30.54)	61,515 (\$31.54)	63,478 (\$32.56)	65,441 (\$33.56)		
<b>8</b>	62,232 (\$31.91)	64,355 (\$33.00)	66,475 (\$34.09)	68,595 (\$35.18)	70,716 (\$36.26)		
<b>9</b>	66,871 (\$34.29)	69,151 (\$35.47)	71,431 (\$36.63)	73,712 (\$37.81)	75,992 (\$38.97)		
<b>10</b>	66,638 (\$34.17)	69,077 (\$35.43)	71,515 (\$36.67)	73,953 (\$37.93)	76,391 (\$39.17)	78,829 (\$40.42)	81,267 (\$41.68)
<b>11</b>	70,966 (\$36.40)	73,560 (\$37.72)	76,158 (\$39.05)	78,754 (\$40.39)	81,350 (\$41.72)	83,947 (\$43.05)	86,543 (\$44.38)
<b>12</b>	75,293 (\$38.61)	78,047 (\$40.02)	80,802 (\$41.43)	83,557 (\$42.85)	86,311 (\$44.26)	89,066 (\$45.67)	91,819 (\$47.09)
<b>13</b>	79,620 (\$40.22)	82,532 (\$42.32)	85,444 (\$43.82)	88,357 (\$45.31)	91,269 (\$46.81)	94,181 (\$48.30)	97,095 (\$49.79)

**April 1, 2023, CUPE Salary Grid with Economic Adjustment of 3.15%**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
<b>Level</b>							
<b>1</b>	34,855 (\$17.87)						
<b>2</b>	37,879 (\$19.43)	39,087 (\$20.04)	40,296 (\$20.66)				
<b>3</b>	42,991 (\$22.04)	44,364 (\$22.75)	45,736 (\$23.45)				
<b>4</b>	46,571 (\$23.89)	48,108 (\$24.67)	49,644 (\$25.46)	51,179 (\$26.25)			
<b>5</b>	51,525 (\$26.43)	53,223 (\$27.29)	54,921 (\$28.16)	56,620 (\$29.04)			
<b>6</b>	54,615 (\$28.01)	56,476 (\$28.97)	58,338 (\$29.91)	60,199 (\$30.87)	62,062 (\$31.83)		
<b>7</b>	59,404 (\$30.46)	61,429 (\$31.50)	63,452 (\$32.54)	65,478 (\$33.58)	67,503 (\$34.61)		
<b>8</b>	64,192 (\$32.92)	66,382 (\$34.04)	68,569 (\$35.16)	70,755 (\$36.29)	72,944 (\$37.41)		
<b>9</b>	68,978 (\$35.37)	71,330 (\$36.58)	73,682 (\$37.78)	76,034 (\$39.00)	78,386 (\$40.20)		
<b>10</b>	68,737 (\$35.25)	71,253 (\$36.54)	73,768 (\$37.83)	76,282 (\$39.12)	78,797 (\$40.41)	81,312 (\$41.69)	83,827 (\$42.99)
<b>11</b>	73,201 (\$37.54)	75,877 (\$38.91)	78,557 (\$40.28)	81,234 (\$41.66)	83,913 (\$43.03)	86,591 (\$44.40)	89,269 (\$45.78)
<b>12</b>	77,664 (\$39.83)	80,505 (\$41.28)	83,347 (\$42.74)	86,189 (\$44.20)	89,029 (\$45.66)	91,871 (\$47.11)	94,711 (\$48.57)
<b>13</b>	82,128 (\$41.48)	85,132 (\$43.65)	88,136 (\$45.20)	91,140 (\$46.74)	94,144 (\$48.28)	97,148 (\$49.82)	100,153 (\$51.36)

**April 1, 2024, CUPE Salary Grid with Economic Adjustment of 2%**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
<b>Level</b>							
<b>1</b>	35,552 (\$18.23)						
<b>2</b>	38,636 (\$19.82)	39,869 (\$20.44)	41,102 (\$21.08)				
<b>3</b>	43,851 (\$22.48)	45,251 (\$23.20)	46,651 (\$23.92)				
<b>4</b>	47,503 (\$24.36)	49,070 (\$25.16)	50,637 (\$25.97)	52,203 (\$26.77)			
<b>5</b>	52,555 (\$26.95)	54,288 (\$27.84)	56,019 (\$28.73)	57,753 (\$29.62)			
<b>6</b>	55,708 (\$28.57)	57,606 (\$29.54)	59,505 (\$30.51)	61,403 (\$31.49)	63,303 (\$32.47)		
<b>7</b>	60,592 (\$31.07)	62,658 (\$32.14)	64,721 (\$33.19)	66,787 (\$34.25)	68,853 (\$35.31)		
<b>8</b>	65,476 (\$33.58)	67,709 (\$34.73)	69,940 (\$35.86)	72,171 (\$37.01)	74,403 (\$38.15)		
<b>9</b>	70,357 (\$36.08)	72,756 (\$37.32)	75,155 (\$38.54)	77,555 (\$39.78)	79,954 (\$41.00)		
<b>10</b>	70,111 (\$35.95)	72,678 (\$37.27)	75,243 (\$38.58)	77,808 (\$39.91)	80,373 (\$41.22)	82,939 (\$42.53)	85,504 (\$43.85)
<b>11</b>	74,665 (\$38.29)	77,395 (\$39.69)	80,128 (\$41.09)	82,859 (\$42.50)	85,591 (\$43.89)	88,323 (\$45.29)	91,054 (\$46.70)
<b>12</b>	79,218 (\$40.63)	82,115 (\$42.11)	85,014 (\$43.59)	87,912 (\$45.09)	90,810 (\$46.57)	93,709 (\$48.05)	96,605 (\$49.55)
<b>13</b>	83,770 (\$42.31)	86,834 (\$44.53)	89,899 (\$46.11)	92,963 (\$47.68)	96,027 (\$49.25)	99,091 (\$50.81)	102,156 (\$52.38)

**A one per cent (1%) lump sum shall be calculated yearly and paid out to all permanent employees. Lump sum payments will be based on an average of all employees' salaries and will be paid out equally to all employees.**

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# Collective\_Agreement\_Local\_5791\_MacKenzie\_Art\_Gallery\_2022-2025\_2022\_12\_13 (2)

Final Audit Report

2022-12-21

Created:	2022-12-20
By:	John Hampton (jhampton@mackenzie.art)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7dGABrwm9D4SD_0jGlrAJ2ISL6vnCL84


## "Collective\_Agreement\_Local\_5791\_MacKenzie\_Art\_Gallery\_2022-2025\_2022\_12\_13 (2)" History

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2022-12-20 - 10:07:41 PM GMT- IP address: 142.165.136.9
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2022-12-20 - 10:17:22 PM GMT
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2022-12-20 - 10:40:48 PM GMT- IP address: 142.165.160.10
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Signature Date: 2022-12-20 - 10:41:34 PM GMT - Time Source: server- IP address: 142.165.160.10
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2022-12-21 - 5:04:03 PM GMT- IP address: 204.83.217.238
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Signature Date: 2022-12-21 - 5:04:05 PM GMT - Time Source: server- IP address: 204.83.217.238
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2022-12-21 - 8:23:34 PM GMT