



CUPE / *Canadian Union
of Public Employees*

COLLECTIVE AGREEMENT

BETWEEN

**WAPITI REGIONAL LIBRARY BOARD
PRINCE ALBERT, SASKATCHEWAN**

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1788**

JANUARY 1, 2025 – DECEMBER 31, 2027

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THIS AGREEMENT MADE THIS 17th DAY OF MARCH 2025.

BETWEEN: WAPITI REGIONAL LIBRARY BOARD
Hereinafter called "The Employer",

PARTY OF THE FIRST PART;

AND: CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1788,
Hereinafter called "The Union",

PARTY OF THE SECOND PART.

ARTICLE 1 – PREAMBLE

It is the desire of both parties to:

- 1.01 Maintain the existing harmonious relations between the Employer and the Union.
- 1.02 Promote co-operation and to recognize the mutual value of joint discussions and negotiations in all matters pertaining to work conditions.
- 1.03 Encourage efficient operations.
- 1.04 Promote the morale, well-being and security of all employees.

It is desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be established in a collective agreement that supersedes all other agreements.

ARTICLE 2 – RECOGNITION AND NEGOTIATION

2.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees, Local 1788, as the sole and exclusive collective bargaining agent for all of its employees, save and except: the Regional Director, **Assistant Regional Director**, Administrative Assistant, IT Manager, Finance Manager and Community Services Librarian, and hereby agrees to negotiate with the Union or any of its authorized committees concerning all matters affecting the relationship between the parties, aiming toward a peaceful and amicable settlement of any differences that may arise between them.

2.02 Part-Time and Temporary Employees

This Agreement is fully applicable to all part-time and temporary employees, unless otherwise specified. Part-time and temporary employees shall earn benefits on a pro rata basis.

2.03 No Other Agreement

No employee covered by this Agreement shall be required or permitted to make a written or verbal agreement with the Employer or their representative which may conflict with the terms of this Collective Agreement.

2.04 Management Rights

Subject to the terms of this Agreement, the Union recognizes the right of the Board to operate and manage its business functions in all respects in accordance with its responsibilities. Such functions include the direction of the work force, the right to hire, fire, promote, layoff or discipline employees. The Employer, therefore, retains all rights not otherwise specifically covered in this Agreement. The question of whether any of these rights is limited by this Agreement shall be decided by the grievance and arbitration procedure.

2.05 Definition Section

Board: means the official body of representatives appointed by the municipalities participating in the Wapiti Regional Library.

Classification: for the purpose of this Agreement, classification shall be synonymous with a job description.

Executive: means the executive elected by the Wapiti Regional Library Board.

Grant Employee: means an employee funded by grants and hired for a fixed term, who does not have seniority or recall rights.

Member: means a member of the Canadian Union of Public Employees, Local 1788.

Part-Time Employee: means any employee who has been assigned to work less than full-time hours.

Permanent Employee: means any employee who was hired for an indefinite term and who has satisfied the probationary requirements of the position they were originally hired for.

Temporary Employee: means any employee who was hired for a fixed term.

Driver: means any employee who is scheduled to drive a Wapiti Regional Library vehicle over designated routes making deliveries throughout the Region.

Rest Periods: are defined as time an employee spends for non-work related purposes or is not at the disposal of the Employer.

2.06 Bargaining Unit Work

In unplanned circumstances where the Employer determines that work of a pressing necessity is to be undertaken for short durations or periods of time and an affected member is unable to perform the work on short notice, the Employer shall, in the following order:

1. Extend the deadline or change the job priority.
2. Ask another qualified CUPE member to do the job.
3. Offer overtime to the employee that the work is designated to.
4. Allow management to do the work.

2.07 Employee Requests

The Employer shall provide written response to all written employee requests.

2.08 No Contracting Out

The Employer will not contract out Bargaining Unit work; only employees hired according to the process specified in Article 13 – Promotions and Staff Changes may perform Bargaining Unit Work.

ARTICLE 3 – NO DISCRIMINATION

3.01 Employer and Union Shall Not Discriminate

The Employer and the Union agree that all employees will be protected against discrimination respecting their human rights and employment in all matters including age, race, colour, religion, creed, sex, sexual orientation, gender identity, sexual preference, pregnancy, physical disability, mental disability, illness or disease, ethnic or national or aboriginal origin, family status, marital status, source of income, political belief, affiliation or activity, membership in a professional association, business or trade association, employer's organization or employees' organization, physical appearance, residence, or the association with others similarly protected or any other prohibition of the Human Rights Code.

3.02 Harassment/Discrimination

Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. A single incident, if serious enough, can be sufficient to support an instance of harassment.

Harassment can be either psychological or physical or it can be a combination of both. It is any behaviour, whether deliberate or negligent, which denies individuals their dignity and respect, is offensive, threatening, embarrassing or humiliating to the individual and adversely affects the working environment.

The Employer, Union and employees recognize the right of all employees to self-respect and dignity.

Employees shall not discriminate against or harass other employees; however this does not restrict the Employer's responsibility to maintain a workplace free from harassment and discrimination.

The policy and procedures for dealing with harassment and discrimination developed by the parties do not restrict or void an employee's right to the Grievance Procedure.

ARTICLE 4 – UNION MEMBERSHIP REQUIREMENT

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

ARTICLE 5 – CHECK-OFF OF UNION DUES

5.01 Check-Off Payments

The Employer shall deduct from every employee, upon request of the employee and the Union, any monthly dues, initiation fees or assessments levied, in accordance with the Union Constitution and Bylaws, other than those destined for a specific strike fund.

5.02 Deductions

Deductions shall be made from the bi-weekly payroll. A list of the names of employees along with the actual deductions from whose wage deductions have been made shall be forwarded to the Secretary-Treasurer of the Union not later than the twelfth (12th) day of the month.

ARTICLE 6 – THE EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

6.01 New Employees

The Employer agrees to acquaint new employees with the fact that a Union agreement is in effect, and with the conditions of employment set out in the articles dealing with Union security.

6.02 Copies of the Agreement

On commencing employment, the employee's immediate supervisor shall introduce the new employee to a Union Steward or representative. The Steward or representative will provide the employee with a copy of the Collective Agreement.

6.03 New Employee Union Orientation

A representative of the Union shall be given an opportunity to meet with each new employee within regular working hours, without loss of pay, for a maximum of twenty (20) minutes during the first ten (10) working days of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Employer and the Union.

ARTICLE 7 – LABOUR-MANAGEMENT BARGAINING RELATIONS

7.01 Representation

The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the Bargaining Unit. No employees or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesperson. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

7.02 Union Bargaining Committee

A Union Bargaining Committee shall be appointed and consist of not more than three (3) members of the Union. The Union will advise the Employer of the Union nominees to the Committee.

7.03 Function of Bargaining Committee

All matters pertaining to performance of work, rates of pay, hours of work, collective bargaining and other working conditions shall be referred by the Union Bargaining Committee to the Employer for discussion and settlement.

7.04 Representatives of Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative(s) shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance. Such access will be granted after making their presence known to the Employer and permission given.

7.05 Meeting of Committee

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement.

7.06 Time off for Meetings

Any representative of the Union on the Bargaining Committee who is in the employ of the Employer shall have the right to attend meetings dealing with negotiations with the Employer held within working hours without loss of remuneration.

Subject to operational considerations, no representative of the Union on the Bargaining Committee shall leave their work station without notifying Management.

ARTICLE 8 – RESOLUTIONS AND REPORTS OF THE BOARD

8.01 Employer Shall Notify Union

The Employer agrees to continue the existing practice of involving employees in planning policies and procedures, and agrees that any reports or recommendations about to be made to the Union Executive dealing with matters of policy affecting conditions of employment which affect employees within this Bargaining Unit shall be communicated to the Union in time to afford the Union a reasonable opportunity to

consider them, and if deemed necessary, speaking to them before action is taken by the Union Executive. Minutes dealing with contract negotiations are excluded from this requirement.

8.02 Copies of Resolutions

Copies of all motions and resolutions adopted by the **Employer** which affect the conditions of employment of the members of this Union are to:

1. Be forwarded to the Union; and
2. Be posted on all staff bulletin boards.

ARTICLE 9 – GRIEVANCE PROCEDURE

9.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward shall assist any employee whom the Steward represents in preparing and presenting grievances in accordance with the Grievance Procedure.

9.02 Names of Stewards

The Union shall notify the Employer in writing of the name of each Steward before the Employer shall be required to recognize them.

9.03 Permission to Leave Work

The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that each Steward is employed full-time by the Employer and that the Steward will not leave work during working hours except to perform duties under this Agreement. Therefore, subject to operational considerations, no Steward shall leave their work station without notifying Management.

9.04 Definition of a Grievance

A grievance means any dispute or difference between an Employer and one or more of their employees or the Union with respect to:

1. Matters or things affecting or relating to work done or to be done by the employee or employees or the Union; or
2. The privileges, rights, duties, terms and conditions or tenure of employment or working conditions of the employee or employees or the Union.

9.05 Settling of Grievances

An earnest effort shall be made to settle grievances fairly and promptly in the following manner. At each step of the grievance procedure, the grievor shall have the right to be present.

9.06 Step 1

The aggrieved employee(s) will submit the grievance to the Steward. If the employee's Steward is absent, the employee(s) may submit the grievance to a member of the Union Executive.

9.07 Step 2

If the Steward and/or the Union Executive consider the grievance to be justified, the Steward and/or the Union Executive will first seek to settle the dispute with the employee's immediate Management supervisor within thirty (30) days of the date on which the grieving party became aware of the dispute or difference.

9.08 Step 3

Failing satisfactory settlement within two (2) working days after the dispute was submitted under Step 2, the Steward will submit to the Director or Designate a written statement of the particulars of the grievance and the redress sought. The Director or Designate shall render a decision in writing within seven (7) working days after receipt of such notice.

9.09 Step 4

Failing settlement being reached in Step 3, the Union may, within ten (10) working days, submit the written grievance to the Executive of the Regional Library Board, which shall hear the grievance at the next scheduled meeting. The Director will attempt to

schedule special meetings, as required. The Executive of the Regional Library Board will render its decision in writing within ten (10) working days after hearing the grievance.

Grievances not settled through the Grievance Procedure as set out above may be referred to arbitration within sixty (60) days following the completion of Step 4.

9.10 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or the Union or the employee has a grievance, Steps 1, 2 and 3 of this Article may be bypassed and the grievance submitted directly to the Executive of the Regional Library Board.

9.11 Union May Institute Grievance

The Union and its representatives shall 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 shall commence at Step 2.

9.12 Grievance on Safety

An employee or group of employees who are required to work under unsafe or unhealthy conditions shall have the right to file a grievance.

9.13 Replies in Writing

Replies to written grievances stating reasons shall be in writing at all stages.

9.14 Facilities for Grievance

The Employer shall supply the necessary facilities for the grievance meetings.

9.15 Failure to Act Within Time Limits

If a grievance fails to be processed to the next step in the Grievance Procedure within the time limits specified, it shall not prejudice the position of either party in arbitration. The time appointed for the doing of any act under this section may be extended by mutual agreement of the parties.

9.16 Technical Objections to Grievances

No grievance shall be defeated or denied by any formal or technical objection. An arbitrator shall have the power to allow all necessary amendments to the grievance and

the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision which is deemed just and equitable.

ARTICLE 10 – ARBITRATION

10.01 Composition of Arbitration Board

When either party requests that a grievance be submitted to arbitration, the request shall be made in writing to the other party of the Agreement, indicating the name of its nominee on an Arbitration Board. Within ten (10) working days thereafter, the other party shall respond in writing, indicating the name and address of its nominee to the Arbitration Board. The two nominees shall then meet to select an arbitrator.

10.02 Failure to Appoint

If the party receiving the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairperson within seven (7) days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party, according to Subsection 3 (6-46) of *The Saskatchewan Employment Act*, insofar as the procedure therein does not conflict with this Agreement.

10.03 Arbitration Board Procedure

The Arbitration Board shall determine its own procedure but shall give full opportunity to all parties to present evidence and make representations. In its attempts at justice, the Board shall, as much as possible, follow a layperson's procedure and shall avoid legalistic or formal procedures. It shall hear and determine the difference or allegation and render a decision within thirty (30) days from the time the chairperson is appointed.

10.04 Decision of the Arbitration Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the chairperson shall be the decision of the Board. The decision of the Arbitration Board shall be final, binding and enforceable on all parties and may not be changed. The Arbitration Board shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of a grievance by any arrangement which it deems just and equitable.

10.05 Disagreement of Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Arbitration Board to reconvene the Board to clarify the decision, which it shall do within five (5) days.

10.06 Expenses of the Arbitration Board

Each party shall pay:

1. the fees and expenses of the nominee it appoints;
2. one-half (1/2) of the fees and expenses of the arbitrator.

10.07 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedures may be extended by consent of both parties.

ARTICLE 11 – DISCHARGE, SUSPENSION AND DISCIPLINE

11.01 Burden of Proof

Both parties agree that an employee is considered innocent until proven guilty and in cases of discharge, suspension or discipline, the burden of proof of just cause shall rest with the Employer. **In the subsequent grievance proceedings or arbitration hearing, evidence shall be limited to the grounds stated in the discharge or discipline notice to the employee.**

11.02 Progressive Discipline

Except in cases of gross misconduct, the Employer(s) agrees that progressive discipline will be used in dealing with employees whose job performance and/or conduct is not satisfactory.

11.03 Union Representation

An employee who is called to a meeting by Management for the purpose of receiving disciplinary action, a disciplinary suspension or discharge will be advised of the purpose of the meeting and will have the right to request the presence of a Union Representative. Any and all discipline provided to the employee will be deemed null and void unless a Union Representative is present.

11.04 Employee's Record

All documents are to be signed and dated by the Employer and the employee prior to being placed on the employee's file. Signing of the documents by the employee does not constitute agreement to the said document but only recognizes that the employee is aware the document is being placed on their file.

The record of an employee shall not be used against them at any time after twenty (20) months following a suspension or disciplinary action, including letters of reprimand or any adverse report. Employees shall have the option to remove any disciplinary letters from their employee file after twenty (20) months.

11.05 Discharge

When an employee's conduct is considered by the Employer to warrant immediate dismissal, such employee shall nevertheless not be dismissed but shall be suspended without pay until the matter has been resolved by the grievance and arbitration procedure. The Arbitrator or Arbitration Board may substitute such other penalty for the discharge or discipline as the Arbitrator or Arbitration Board deems just and reasonable in the circumstances.

11.06 Access to Personnel File

An employee shall have the right at any time to have access to and review their personnel record. Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the employee's record. No evidence from the employee's record may be introduced as evidence in any hearing of which the employee was not aware at the time of filing.

An employee shall have the right to make copies of any material contained in their personnel record.

11.07 Crossing of Picket Lines During Strike

An employee covered by this Agreement shall have the right to refuse to cross a picket line arising out of labour disputes, provided, however, that the employee will not be paid for time not worked for the Employer.

ARTICLE 12 – SENIORITY/PROBATION

12.01 Seniority shall be on a bargaining-unit-wide basis and shall begin to accumulate from the date the employee first entered the service of the Region. Unless otherwise specified in this contract, employees shall accumulate seniority for all unpaid leaves of absence or layoff of six (6) months or less. Seniority shall be recognized from date of hire.

Seniority shall be based on accumulated hours for all employees working less than full-time.

The Employer shall maintain a seniority list and it shall be furnished to the Union by June 1 of each year. The seniority list shall give the employee's start date and seniority hours. The Union may request an updated list at any other time.

12.02 Grant Employees

1. Wapiti Regional Library wishes to take advantage of federal and provincial government job creation programs to enhance library services and facilities.
2. It is mutually agreed that any employee hired under such grant programs shall be paid as per Schedules "A"/"B"/"C", and after three (3) months shall be eligible for all benefits except seniority/recall.
3. It is further agreed that no classifications shall be terminated or abolished so that a job creation program can be implemented.
4. **The employment of a Grant Employee shall not result in the layoff or reduction of hours of a regular employee or the termination of a probationary employee nor shall a regular employee who is qualified and able to perform the required work be laid off while a Grant Employee is employed by the Employer to perform that work.**

12.03 Employees promoted for a fixed term will continue to accumulate seniority during this period in accordance with Article 12.01. Recognition of seniority so acquired will depend on the length of the period of employment in the Unit in accordance with Article 12.01.

12.04 Loss of Seniority

An employee shall only lose seniority in the event:

1. that the employee is discharged for just cause and is not re-instated;

2. the employee resigns in writing and does not withdraw within two (2) working days;
3. the employee is absent from work in excess of five (5) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible;
4. the employee fails to return to work within five (5) working days following a layoff and after being notified by Registered Mail to do so, unless such failure is due to sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of the employee's current address.
5. the employee is laid off for a period longer than two (2) years.

12.05 Probation for Newly Hired Employees

Probationary periods for newly-hired employees shall be six (6) calendar months of service.

Evaluation shall be done on probationary employees according to the following schedule:

- a) **On or before sixty (60) days or two (2) months**
- b) **On or before one hundred and twenty (120) days or four (4) months**

During the probationary period, the employee shall be entitled to all rights and benefits of the Agreement except with respect to discharge for reason of general unsuitability. The probation period may be extended by mutual agreement of the parties.

The employee and the Union will be notified within seven (7) calendar days upon completion of the employee's probationary period.

The Union shall be notified in writing of all dismissals of probationary employees within fourteen (14) calendar days.

12.06 Trial on Promotion or Lateral Transfer

An employee promoted or laterally transferred within the Bargaining Unit, including one promoted for a fixed term, shall be on trial for three (3) months from the date of promotion or lateral transfer. In the event that the successful applicant proves unsuccessful in the position during this period or if the employee chooses not to remain in the position, the employee may revert to their former position without loss of seniority.

12.07 Promotion or Lateral Transfer for a Fixed Term

An employee promoted or laterally transferred for a fixed term shall be considered to be on an authorized leave of absence from the position they held at the time of their promotion or lateral transfer. At the end of the fixed term, the employee will return to their previous position.

12.08 The probationary period for newly hired employees and all other trial periods entered into by an employee upon promotion shall be treated as distinct, even when they overlap, unless agreed otherwise by the Employer and Union, and the employee so advised. No employee will be required to serve more than six (6) months' probation period in total in any one position. However, if a probationary period is not completed on promotion or lateral transfer and the employee reverts back to their original job, a later promotion or lateral transfer will require the full three (3) months' trial period being served.

ARTICLE 13 – PROMOTIONS AND STAFF CHANGES

13.01 Both parties recognize:

1. the principle of promotion within the service of the Employer;
2. that job opportunity should increase in proportion to length of service.

13.02 Job Postings

When a vacancy occurs or a new position is created inside the Bargaining Unit, the Employer shall notify the Union in writing and post notice of the position immediately on all staff bulletin boards for a minimum of seven (7) calendar days up to a maximum of (14) calendar days so that all members will know about the vacancy or new position. Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range. Such qualifications shall be as established by this Collective Agreement. The Employer shall immediately provide the Union in writing with the name of the successful applicant filling a vacancy or new position, along with the date of commencement in the position. No position shall be designated as temporary for a period longer than one (1) year except as outlined in Article 19.01 and Article 20.07. After one (1) year, such position shall be dissolved or made permanent.

13.03 No Outside Applications

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

13.04 Job Application

Employees shall be entitled to bid to fill any posted positions by applying in writing to the Employer while the vacancy is posted.

An employee on layoff or leave during the posting period is to be notified by Registered Mail of all posted positions. They will have the right to bid in writing for the position during the posting period. It will be the employee's responsibility to notify the Employer of their current address and any change thereafter.

- 13.05 New positions and vacancies shall be awarded to the applicant with the greatest seniority having the qualifications and abilities sufficient to perform the duties required. Nothing shall prevent the Employer from temporarily filling a new position or vacancy within the Bargaining Unit in order of seniority pending the selection of a successful applicant. If no applicant has the qualifications and abilities sufficient to perform the duties required, the Employer may hire a new employee.

13.06 Trial Period

An employee shall be allowed three (3) months in which to prove capability of filling the position concerned. If the employee does not qualify within such time, the employee shall revert to the former position without loss of seniority. If before expiry of this time it appears to management that such employee is incapable of qualifying for such positions within the time limit, the employee may be required to revert to the employee's former position before such time without loss of seniority.

13.07 Promotions Requiring Higher Qualifications

Notwithstanding Section 13.05, consideration for promotion will be given to the senior applicant who does not possess the required qualifications but is preparing for qualifications prior to filling the vacancy. Such employee will be given a trial period to qualify within a reasonable length of time and to revert to the employee's former position if the required qualifications are not met within such time.

13.08 Job Descriptions

- a. A Joint Job Description Committee shall be formulated and comprised of an equal number of members from the Employer and the Union.
- b. The Employer shall prepare a new job description whenever a job is created, which shall be shared with the Committee for discussion and input.
- c. All job descriptions shall be reviewed as needed.

- d. When the duties of any job are changed or increased substantially, or when a new job is created or established, the rate of pay shall be subject to negotiations between the Employer and the Union. The new rate shall become retroactive to the time the new position was first filled by the employee or the date of change in job duties.

ARTICLE 14 – LAYOFFS AND RECALLS

14.01 Role of Seniority in Layoffs

Both parties recognize that job security shall increase in proportion to length of service.

- a. Therefore, in the event of a layoff, lateral transfer or downgrade due to dissolution or reduction of hours of any position or classification under this contract, employees shall be laid off in reverse order of their Bargaining-Unit-wide seniority, provided that the senior employee has sufficient ability and qualifications to perform the job and provided that the laid-off employee gives notice to the Employer within ten (10) working days of notice of layoff, to the effect that the employee intends to assume the position of such less senior employee. Such notice shall specify the name of the less senior employee.
- b. If an employee can use their seniority to displace persons in the same or lower classifications but does not have the ability or qualifications on the day of the layoff, the employee will be allowed three (3) months in which to prove capable of performing the new job.

14.02 Recall Procedure

Employees shall be recalled in the order of their seniority. When the Library recalls an employee who has been laid off, it shall notify such employee by Registered Mail addressed to the employee's last known address. The employee concerned must notify the Library within five (5) days of the receipt of the letter stating their acceptance or refusal of the employment offer. If the employee fails to report for work within five (5) days of the receipt of such notice, the employee shall be deemed to have forfeited seniority.

14.03 No New Employees

No new employees shall be hired until those laid off have been given an opportunity of recall.

14.04 Definition of Layoff

A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

Unless legislation is more favourable to the employees, an employee who is laid off or whose classification may change as a result of a layoff, lateral transfer or downgrade caused by dissolution of a position or classification under this Agreement will be given written notice prior to the effective date of the layoff, dependent upon their seniority with the Employer. The notice shall be as follows:

- a. Two (2) weeks' written notice if the period of employment is less than one (1) year;
- b. Four (4) weeks' written notice if the period of employment is at least one (1) year but less than five (5) years;
- c. Six (6) weeks' written notice if the period of employment is at least five (5) years but less than ten (10) years;
- d. Eight (8) weeks' written notice if the period of employment is at least ten (10) years.

If the employee has not had the opportunity to work the days as provided in this Article, the employee shall be paid for the days for which work was not made available.

14.05 Layoff and Recall

An employee hired from outside the Bargaining Unit for a fixed term shall be laid off on the completion of the term.

ARTICLE 15 – HOURS OF WORK

15.01 a. Hours of Work

The normal work period of all full-time staff will be seventy (70) clocked-in hours in a two-week period.

b. Principle

Employees may work any time between 8:00 a.m. and 5:00 p.m., Monday to Friday, all of which will be considered flex-time. Employees will clock out when taking rest periods and meal breaks.

c. Regulations

- i. Except where noted below, each employee shall keep a daily time card, which will be kept by the time clock.
- ii. Each employee shall work as many hours as they desire between 8:00 a.m. and 5:00 p.m., Monday through Friday, providing departmental supervisors or senior departmental staff members in charge, are notified as soon as possible to ensure coverage of departmental duties.
- iii. Each employee shall work a total of seventy (70) hours in a given period of two (2) consecutive calendar weeks, which will be noted on their time card.
- iv. Exceptions
 - (i) At the discretion and with the permission of the Employer, Field staff may work before 8:00 a.m. and after 5:00 p.m. and receive credit for those hours worked.
 - (ii) For the purposes of accruing sick leave, annual vacation and other benefits, a half-day shall consist of three and one-half (3.50) hours. A full day shall consist of seven (7) hours.
 - (iii) In the event of an absence that draws on accumulated leaves, the employee shall determine how many hours shall be deducted from the appropriate leave, up to a maximum of seven (7) hours per day.

15.02 Meal Breaks

Employees must clock out for all meal breaks unless taken while continuing to work. Employees must ensure that their workstations are clear of food and drink spills and that meal contents are disposed of in designated waste disposal areas.

15.03 Banked Time

Banked time is any time worked over seventy (70) clocked hours of work time in a two (2) week period.

Employees can bank up to a maximum of twenty-one (21) hours, which can be taken at a mutually agreed time. The Employer shall make reasonable effort to grant such leave requested provided that such leave does not interfere with the efficient operation of

the Regional Office. There will be no time limit on the length of time that the employee will have in which to use the banked hours.

15.04 Time Off

In any given two-week period if an employee does not have sufficient Banked Time or other applicable leave (personal days, sick leave, vacation, bereavement, family illness, etc.) they may take time off due to special circumstances without loss of pay to the employee, provided that the employee receives permission from the Employer and undertakes to make up such time granted during the following two-week period. The Employer shall make reasonable effort to grant such leave requested provided that such leave does not interfere with the efficient operation of the Regional Office.

15.05 Drivers

a. Departure Time

The Driver will begin the day no later than 6:30 a.m.

b. Absences – Planned

Any replacement for a Driver from another classification shall adhere to the departure time as in 15.05 a. Overtime shall be provided to these staff as per Article 16 of the Collective Agreement at the appropriate Driver rate.

c. Absences – Unplanned

i. The Driver will notify the Director as soon as possible that they cannot attend work that day.

ii. A solution will be planned between the Director, Driver and Department Supervisor.

d. When the Full-Time or Part-Time Driver is unavailable to do the delivery, the substitute Driver(s) will be contacted in order of seniority. If unavailable, Union members who are willing to be on a call in list will be offered the delivery shift in order of seniority.

e. Hours of Work

i. Full-Time Driver

The normal work period will be seventy (70) hours in a two-week period, excluding weekends.

Actual daily hours of work will vary depending on the daily delivery schedule.

All pre-approved absences must be taken in full days. A full day for the Full-Time Driver will be based on the average hours worked over the previous four (4) shifts on the day for which the Driver is absent. For example, if the Driver will be absent on a "Day 2", then the previous four (4) "Day 2" shifts will be averaged.

ii. Part-Time/Substitute Driver

Actual weekly hours of work will vary depending on the delivery schedule or operational need.

Drivers will be paid on an hourly basis.

All pre-approved absences must be taken in full days. A full day for the Part-Time Driver will be based on the average hours worked over the previous four (4) shifts.

f. In consultation with the Director and their supervisor, the Driver may choose not to perform or to delay the delivery run due to inclement weather, poor driving conditions or unforeseen circumstances. In that event the driver may:

i. Work at Regional Office on other duties;

or

ii. Take the day off as leave (Vacation, Overtime, etc.)

ARTICLE 16 – OVERTIME

16.01 Overtime Defined

All time worked before or after the regular work day and the regular work week or on a holiday shall be considered overtime. All overtime must be approved by the Employer before it is worked.

16.02 Compensation for Work Before and After Daily Scheduled Hours

Overtime work before and after the regular daily hours shall be paid at the rate of time and one-half (1 ½ X) for the first two (2) hours and double time (2 X) after two (2) hours in any one day or shift.

16.03 Compensation for Work Before and After Scheduled Weekly Hours

Overtime work before and after the regular weekly hours shall be paid at the rate of time and one-half (1½ X) for the first two (2) hours and double time (2 X) after two (2) hours in excess of the regular hours in any one week.

16.04 Compensation for Work on Paid Holidays Not Regularly Scheduled

Overtime work on a holiday when the employee was not scheduled to work shall be paid at the rate of double time (2 X) plus another day off at a time mutually agreed on by the employee and Employer.

16.05 No Layoff to Compensate for Overtime

An employee shall not be required to layoff during regular hours to equalize any overtime worked.

16.06 Calculation of Overtime Rates

For the purpose of computing the overtime rate for employees, the hourly rate from the appropriate salary scale shall be multiplied by the overtime multiplier.

16.07 Overtime for Part-Time Employees

A part-time employee shall receive the appropriate overtime rate whenever the employee works more than seven (7) hours in a given day.

16.08 Call-Back Pay Guarantee

An employee who is called back to work outside regular working hours shall be paid for a minimum of three (3) hours at overtime rates.

16.09 Time Off in Lieu of Overtime

Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate at a time mutually agreed on by the employee and by the Employer.

16.10 Drivers Overtime

1. Full-Time Driver

- a. Overtime will be calculated for any hours in excess of seventy (70) hours biweekly (but less than eighty (80) hours) at the rate of time and a half.
- b. Any hours in excess of eighty (80) hours bi-weekly will accrue at double time.
- c. A statement of overtime hours will be given monthly.
- d. Excess hours may be taken as banked time or, with prior approval, will be paid out in overtime wages at the rate earned.
- e. Banked overtime time shall be used at a time selected by the employee and acceptable to the Employer, subject to operational needs. Banked Overtime shall not be used to exceed seventy (70) hours in a two-week pay period.
- f. The Employer shall pay out the balance of accrued overtime hours on the last pay period of each year at the rate earned.

2. Part-Time Driver

Overtime shall be provided as per Article 16.07 of the Collective Agreement at the appropriate Driver rate.

ARTICLE 17 – STATUTORY HOLIDAYS

17.01 Paid Holidays

The Employer recognizes the following as paid holidays:

New Year's Day	National Day for Truth and Reconciliation
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Eve Day
Canada Day	Christmas Day
Saskatchewan Day	Boxing Day

and any other day proclaimed as a holiday by the Government of Saskatchewan or by the Federal Government.

17.02 Compensation for Holidays 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 Monday shall be deemed to be the holiday for the purpose of this Agreement.

17.03 Compensation for Holidays 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 Monday (or Tuesday where the preceding clause already applies to the Monday) shall be deemed to be the holiday for the purpose of this Agreement.

17.04 Pay for Regularly Scheduled Work on a Holiday

An employee who is required to work on a holiday shall be paid at the rate of time and one-half (1½ X) plus another day off with pay, in lieu of holiday pay, at a time mutually agreed on by the Employer and the employee.

17.05 Compensation for Holidays Falling on Scheduled Day Off

When any of the above-noted holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed on by the employee and Employer.

17.06 Advance Notice

The Employer will provide one (1) year notice of any assigned Wapiti closures, excluding any emergent or unforeseen circumstances.

ARTICLE 18 – ANNUAL VACATIONS

18.01 Annual vacation for permanent employees shall be fifteen (15) working days with pay after the first (1st) year of employment. Employees will receive one extra day of vacation for each year of employment to a maximum of thirty (30) days.

Employees will be limited to taking twenty (20) consecutive vacation days at any one time unless considered/authorized by Management.

18.02 Part-time employees may take holidays with pay on a pro rata basis in accordance with Article 18.01.

18.03 Compensation for Holidays Falling Within Vacation Schedule

No vacation time needs to be requested if a paid holiday falls or is observed during an employee's vacation period.

18.04 Calculation of Vacation Pay

Vacation pay shall be at the rate effective during the vacation period for permanent employees.

18.05 Vacation Pay on Termination or Retirement

An employee terminating employment at any time in the employee's vacation year before having had the appropriate vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, prior to termination. On normal retirement, an employee shall be entitled to the pro-rated vacation or prorated vacation pay which the employee would have earned up to their retirement date.

18.06 Vacation Schedule

Vacation shall be arranged by the Regional Director or designate, due consideration being given to the wishes of the employee and the efficient operation of the Regional Office. No employee shall carry over more than ten (10) days accumulated vacation time past December 31 of each year.

The Regional Director or designate will respond to a vacation request within two (2) weeks of the request being made.

18.07 Unbroken Vacation Period

Employees shall be entitled to receive their vacation in an unbroken period unless otherwise mutually agreed upon between the employee and the Employer.

18.08 Approved Leave of Absence During Vacation

Where an employee qualifies for sick or compassionate leave during the employee's vacation period, there shall be no deduction from vacation credits for such leave, provided the employee is prepared to present a medical certificate stating that the employee was ill or injured and unable to work, if so required.

18.09 Overtime Vacation Rate

No employee shall be required to work during their scheduled vacation period. However, should an employee agree to work when requested during their scheduled vacation, they shall be paid at double the regular rate of pay plus one (1) vacation lieu day off for each day in which work was performed.

ARTICLE 19 – SICK LEAVE PROVISIONS

19.01 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, exposed to a contagious disease, or under examination or treatment of a physician, chiropractor, dentist, or because of an accident for which compensation is not payable under *The Workers' Compensation Act*.

- 19.02 a. Nineteen (19) days sick leave per year shall be earned by a permanent employee at the rate of one point five eight three (1.583) days for every month employed.
- b. Temporary employees will accumulate sick leave at the rate of one point five eight three (1.583) days per month from date of hire to be eligible for use after one (1) month of employment.

19.03 Accumulation of Sick Leave

The unused portion of a permanent employee's sick leave shall be limited to a maximum of one hundred and seventy-five (175) days. Sick leave used shall be charged against total sick leave accumulated to the credit of the employee. A deduction shall be made from accumulated sick leave for all normal working days (exclusive of holidays) absent for sick leave. Absence on account of illness will be calculated for all time absent.

When an employee is ill, the employee must inform the Employer as soon as possible. **After three (3) consecutive working days off due to any illness, the Employer may request any employee claiming sick pay to produce a duly signed medical certificate.**

For any abuse of the foregoing provisions, an employee shall be warned in writing. Any further abuse shall result in immediate suspension. Notwithstanding such suspension, the employee shall have all the rights of appeal provided in this Agreement.

At the termination of permanent employment after five (5) years or more of service, an employee shall receive pay for unused accumulated sick leave earned after January 1, 1980, according to the following scale:

- After five (5) years and over but not exceeding ten (10) years of service – 1/8
- After ten (10) years and over but not exceeding fifteen (15) years of service – 1/4
- After fifteen (15) years and over but not exceeding twenty (20) years of service – 1/3
- After twenty (20) years of service and over – 1/2

Payment shall be at the rate of the employee's average daily earnings for the last five (5) years of service before termination or retirement.

The sick leave pay out provision shall be limited to one hundred and fifty (150) days accumulation.

19.04 Family – Health Related Needs

Where no one other than the employee can provide for the needs of an ill family member, the employee shall be allowed to use sick leave days for this purpose. The employee shall make written application for this leave to the Employer before the leave, or if this is not possible, shall contact the Employer as provided in Article 19.03 and make written application on return from leave.

If an employee has no accumulated sick leave, the employee will be required to access another form of leave as per the Collective Agreement.

19.05 Unpaid Sick Leave

Sick or disabled employees with no sick leave credits left who are not receiving Workers' Compensation benefits shall be granted a leave of absence without pay for up to six (6) months, provided that such an employee furnish the Employer with a doctor's certificate verifying that the employee is unable to carry out regular duties. After such six (6) month leave credits are used up, the Employer may decide to grant a further leave of absence.

ARTICLE 20 – LEAVE OF ABSENCE

20.01 Personal Leave

After (6) six months, all full-time employees excluding grant employees may use one (1) day per year personal leave with pay to be taken at the employee's discretion. This benefit will be pro-rated for part-time employees.

It is agreed that no employee shall carry more than two (2) personal leave days at any time.

20.02 Negotiation Pay Provisions

Representatives of the Union shall not suffer any loss of pay or benefits for total time involved in negotiations with the Employer.

20.03 Grievance and Arbitration Pay Provisions

Representatives of the Union shall not suffer any loss of pay or benefits for the total time involved in grievance and arbitration procedures.

20.04 Leave of Absence for Union Functions

Upon request to the Employer, an employee elected or appointed to represent the Union at conventions or Executive and committee meetings of CUPE, or its affiliated or chartered bodies, shall be allowed leave of absence. The Employer agrees to continue to pay normal salary, supplementary earnings and benefits to employees delegated to attend to Union business and that the Employer is to charge the Union for reimbursement of the cost. Reimbursement will occur within thirty (30) days of receipt of invoice. Such costs shall only include:

- i. Actual lost wages;
- ii. Employer's share of Canada Pension contributions;
- iii. Employer's share of Employment Insurance premiums;
- iv. Employer's share of Pension contributions or equivalent;
- v. Workers' Compensation premiums.

An employee granted leave under this Article shall earn vacation credits, sick leave credits and Designated Holiday pay.

20.05 Leave of Absence for Full-Time Union or Public Duties

- a. The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay but without loss of accumulated benefits so that the employee may be a candidate in federal, provincial or municipal elections.
- b. An employee who is elected to public office shall be allowed leave of absence without pay but without loss of seniority during the employee's term of office.
- c. An employee who is elected or selected for a full-time position with the Union or anyone with which the Union is affiliated shall be granted leave of absence without pay but without loss or accrual of seniority for a period of one (1) year.
- d. The Employer may hire a temporary employee to fill the vacancy created by an employee being on leave subject to Article 13.02.

20.06 Leaves of Absence – Bereavement Leave

- a. An employee shall be granted leave of up to five (5) consecutive working days with pay and benefits in the case of the death of a:
 - spouse
 - parent/in-law
 - grandparent/in-law
 - child/step
 - grandchild/step
 - brother/in-law
 - sister/in-law
 - former guardian/in-law
 - fiancé
- b. An employee shall be granted leave of **two (2) working days** with pay and benefits in the case of the death of an:
 - aunt
 - nephew
 - great grandparent
 - uncle
 - niece
 - first cousin
- c. When travel is required for bereavement leave, reasonable travel time will be added to the leave granted in a. or b. above.
- d. **Bereavement leave may be used in a broken or non-broken period if memorial services are postponed until a later date.**

20.07 Maternity, Parental and Adoption Leave

- a. Employees shall qualify for maternity leave, parental leave and adoption leave as provided by *The Saskatchewan Employment Act* and *Employment Insurance Act (Canada)*.
- b. Employees shall be granted an additional three (3) months' leave subject to the terms of *The Saskatchewan Employment Act* and *Employment Insurance Act (Canada)*.
- c. Employees on leave shall give at least four (4) weeks' notice to the Employer prior to the day on which they intend to resume their employment. **On return from maternity leave, parental leave and adoption leave, the employee shall be placed back in their former position.**

ARTICLE 21 – BENEFITS

21.01 Eye Examinations

Once every two (2) calendar years, beginning after one (1) full year of employment, the Employer agrees to reimburse a permanent employee for the actual cost of an eye examination which is not covered by the Saskatchewan Health Care Program and that has not already been reimbursed by a public/private health program/insurer. Every effort will be made to reimburse employees within thirty (30) calendar days of submitting the receipt.

21.02 Health and Wellness

All employees will be eligible to receive one thousand five hundred dollars (\$1,500.00) in reimbursement to assist in the purchase of prescribed frames and lenses, prescriptions, dental, chiropractic, massage and physiotherapy every two (2) calendar years. **Employees must complete their probationary period before they are eligible.** The Health and Wellness account shall be prorated when normal working hours are less than thirty-five (35) hours per week.

21.03 Limitation of Health and Wellness Reimbursements

If any employee voluntarily leaves the employ of Wapiti within four (4) weeks of receiving a Health and Wellness reimbursement, such Health and Wellness reimbursement will be deducted from the final pay cheque of the employee as such reimbursement is a work-related benefit for the health and efficiency of employees.

ARTICLE 22 – TIME OFF

22.01 Election Leave

Employees shall be allowed time off with pay in accordance with the relevant Election Act in any federal, provincial or municipal election or referendum. Whenever possible, employees will arrange their "hours of work" to accommodate the "hours free to vote section" of the applicable statute/bylaws.

22.02 Paid Jury or Court Witness Duty Leave

The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as a juror or subpoenaed witness in any court. The Employer shall pay such an employee the difference between the normal earnings and the payment received for jury service or court witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received.

22.03 Education Leave

- a. A permanent employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade an employee's qualifications.
- b. Subject to the Board's prior approval, permanent employees may be granted an unpaid leave of absence to obtain further education that is related to employment in the Wapiti Regional Library system. While on an education leave, an employee shall retain and continue to add to their seniority. The Employer may request confirmation of course completion.
- c. While permission for permanent employees to attend such courses shall not be unreasonably withheld, the Wapiti Regional Library Board reserves the right to limit attendance at such courses to one (1) employee from Wapiti Regional Office.
- d. The Wapiti Regional Library Board intends to continue to provide transportation, leaves of absence and registration fees, insofar as finances permit, so that permanent employees are more able to attend various workshops and conferences that are related to library work.

22.04 General Leave

On written request and with prior approval of the Employer, an employee shall be entitled to leave of absence without pay and without loss of and without accrual of seniority when such leave is for good and sufficient cause.

For good and sufficient cause, general leave will be granted if prior notice cannot be provided due to emergent reasons. It is the employee's responsibility to contact the Employer as soon as possible when this leave is to be taken.

- Organ Donation Leave
- Reserve Force Service Leave
- Compassionate Care Leave
- Interpersonal Violence Leave
- Critical Ill Care Leave
- Crime Related Child Death or Disappearance Leave
- Citizenship Ceremony Leave

All leaves listed above will be granted in compliance with the current *Employment Insurance Act (Canada)*, *The Saskatchewan Employment Act* and this Collective Agreement.

ARTICLE 23 – PAYMENT OF WAGES AND ALLOWANCES

23.01 Pay Days

Wages shall be paid bi-weekly in accordance with Schedules "A", "B", "C", of the Collective Agreement. On each payday, the employee shall receive an itemized statement of: wages, overtime, other pay and deductions. Should payday fall on a Statutory Holiday, then pay will be issued on the day prior to the Statutory Holiday.

23.02 Equal Pay for Equal Work

Employees shall receive equal pay for work of equal value.

23.03 Rate of Pay on Promotion

When an employee is promoted to another classification, such employee shall be placed in an increment in the new classification which will provide an immediate increase of at least four percent (4%) over the employee's previous salary range. The date of promotion to the new classification shall become the anniversary date for application of the salary progression.

23.04 Temporary Performance of Higher Duties

Any employee who performs the duties in a more highly paid category during sickness, annual vacation or other leave of absence of a more highly paid employee shall be paid a higher rate of pay for the position to which the employee is appointed, provided that such higher rate of pay shall not be less than the minimum rate set out in the classification of such more highly paid employee. Notwithstanding this provision, where the employee does not substantially perform or is not held responsible for the full and proper performance of the duties of the higher paid position, the employee shall be paid such higher rate as is commensurate with the additional duties and responsibilities assumed by the employee. All temporary performance of higher duties must be approved by the Employer before it is worked.

23.05 Pay on Temporary Transfer, Lower Rated Job

When an employee is assigned to a position paying a lower rate, the employee's rate shall not be reduced.

23.06 Expense Reimbursement

When employees are required by the Employer to travel out of town to conferences, Regional Office staff training or meetings, upon production of receipts, the actual and reasonable cost of meals (excluding alcohol) and accommodation shall be paid. Where meals are provided while away for conferences, Regional Office staff training or meetings, receipts for same will not be reimbursed.

23.07 Educational Allowance

The Employer shall pay the agreed cost of an academic or technical course approved by the Employer. If an employee's application for approval is denied, the employee shall be given a reason.

Board Directed Training

When the Director or designate requires employees to take a specific course, or attend an educational event that has relevance to and/or will be of benefit to the employees' work, the employees will be reimbursed pre-approved costs associated with the course or event (registration, travel, accommodation, supplies, meals) upon proof of completion. When time away from work is required for the purposes of this Article, the leave shall be without loss of pay.

23.08 Increments

When an employee commences work before the fifteenth (15th) day of a given month, the employee's time of service will be calculated from the first (1st) day of that month. When the employee commences work on or after the fifteenth (15th) day, it will be calculated from the first (1st) day of the month following. If employees have a break in service of more than six (6) months due to layoff, general leave or leave for full-time or public duties, the increment date will be delayed by the amount of time absent exceeding six (6) months.

23.09 The provisions of existing pay schedules shall not preclude increases for an employee within the scale set for the employee's position when such increases are deemed advisable by management. Such increases will be communicated to the Union.

23.10 Expense Cheques

Expense cheques will be issued no later than two (2) weeks after the business office receives a completed expense account form from the employee involved. Employees who receive an advance expense account will submit a completed expense account form and any monies owed to the Library for the advance not later than two (2) weeks after the expenses were incurred.

23.11 Salary Scales

Negotiated salary increases will be applied on the basis of full pay periods, starting with the first pay period of the new fiscal year.

ARTICLE 24 – WORKERS' COMPENSATION PAY SUPPLEMENT

24.01 All employees shall be covered by *The Workers' Compensation Act*. An employee prevented from performing regular work with the Employer on account of an occupational accident or occupational disease that is covered by *The Workers' Compensation Act* shall receive from the Employer the difference between the amount payable by the Workers' Compensation Board and the employee's regular salary for a maximum of twenty-four (24) months.

Pending a settlement of the insurable claim, the employee shall continue to receive full pay and benefits of this Agreement, subject to necessary adjustments and all remittances from the Workers' Compensation Board shall be paid to the Employer.

ARTICLE 25 – OCCUPATIONAL HEALTH AND SAFETY

25.01 Co-operation on Safety

The Union and the Employer shall co-operate on improving rules and practices which will provide adequate protection to employees engaged in hazardous work. Meetings shall be held no less than every ninety (90) days. Additional meetings may be scheduled at the discretion of the Committee as circumstances dictate.

25.02 Union-Employer Safety Committee

An Occupational Health and Safety Committee shall be established and composed of **at least one (1) representative appointed by each the Union and the Employer.**

25.03 Occupational Health and Safety Committee Pay Provisions

The Committee shall hold quarterly meetings and as requested by the Union or by the Employer to deal with all unsafe, hazardous or dangerous conditions. Representatives of the Union shall suffer no loss of pay for attending such meetings. Copies of minutes of all Committee meetings shall be sent to the Employer and Union and shall be posted in a work location until outstanding items have been addressed and closed.

25.04 Safety Measures

Employees working in any unsanitary or dangerous jobs shall be supplied with all the necessary tools, safety equipment and protective clothing.

25.05 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 any member of the Committee, is unsafe.

25.06 Investigation of Accidents

The Committee shall be notified of each accident or injury and shall investigate and report to the Employer and the Union as soon as possible on the nature and cause of the accident or injury.

25.07 Injury Pay Provisions

An employee who is injured during working hours and is required to leave as a result of such injury shall receive payment for the remainder of a seven (7) hour shift or 5:00 p.m. whichever comes first at the appropriate rate of pay. No deduction shall be made from sick leave, unless a medical practitioner states that the employee is fit for further work

on that 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 scheduled working hours, subsequent to the day of the accident.

ARTICLE 26 – TECHNOLOGICAL CHANGE

26.01 Advance Notice

The Employer has the right to determine if a technological change will take place and that change will be in the best interest of the efficient operation of the Library workplace. The Employer shall give the Union ninety (90) days' notice when the Employer proposes to effect a technological change that is likely to affect the terms, conditions or tenure of employment of employees. In this section, "technological change" means:

- a. the introduction by the Employer into the work, undertaking or business of equipment or material of a different nature or kind than that previously utilized in the operation of the work, undertaking or business;
- b. a change in the manner in which the Employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material;
- c. the removal by an Employer of any part of this work, undertaking or business.

26.02 Negotiations

Within thirty (30) days from the date on which the trade union received the notice, collective bargaining will commence for the purpose of revising the Collective Agreement that relates to terms and conditions or tenure of employment which will be affected by the technological change.

26.03 Attrition Arrangement

No regular employee shall be dismissed by the Employer because of mechanization, technological change, contracting out of any service or new methods of operation.

26.04 Income Protection

An employee who is displaced from a job by virtue of technological change, contracting out of any service, methods of operation or improvements will suffer no reduction in normal earnings.

26.05 Transfer Arrangements

Employees who are displaced from their job by virtue of technological change, contracting out of any service, methods of operation or improvements will be given the opportunity to fill other vacancies according to seniority.

26.06 Training Benefits

In the event that the Employer should introduce new methods or machines which require new or greater skills than are possessed by employees under the present method of operation, such employees shall, at the expense of the Employer, be given a period of time, not to exceed one (1) year, during which they may perfect or acquire the skills necessitated by the new method of operation. There shall be no change in wage or salary rates during the training period of any such employee and no reduction in pay upon being reclassified in the new position, provided that this period may be extended by the agreement of the parties.

26.07 No New Employees

No additional employees shall be hired by the Employer until current employees have been notified of the proposed technological change, contracting out of any service and/or new methods of operation. Existing employees shall be allowed a reasonable training period to acquire the necessary knowledge or skill to retain their employment. The Employer may hire temporary employees while those employees are being trained to do the job. All temporary employees utilized will earn all benefits of the Collective Agreement. The vacancy created will first be posted in accordance with the Collective Agreement.

ARTICLE 27 – GENERAL CONDITIONS

27.01 Proper Accommodation

Proper accommodation shall be provided for employees to have their meals, store and change their clothes.

27.02 Bulletin Boards

The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

ARTICLE 28 – PRESENT CONDITIONS AND BENEFITS

28.01 Present Conditions to Continue

All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement, but may be modified by mutual agreement between the Employer and the Union.

28.02 Continuation of Acquired Rights

All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted or proclamation or regulation shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence, and either party, upon notice to the other, may reopen the pertinent parts of the Agreement for negotiations.

ARTICLE 29 – COPIES OF AGREEMENT

29.01 Copies of the Agreement

The Union shall supply each new employee with a copy of the Collective Agreement when they first start employment.

ARTICLE 30 – GENERAL

30.01 Plural Terms May Apply

Whenever the singular is used in this Agreement, it shall be considered as if the plural has been used where the context of the party or parties hereto so requires.

ARTICLE 31 – TERM OF AGREEMENT

31.01 Term of Agreement

This Agreement shall be effective from January 1, **2025** to December 31, **2027**, and shall continue from year to year thereafter unless either party gives the other party notice in writing sixty (60) to one hundred and twenty (120) days prior to the expiry of the Agreement, requesting changes or amendments to the Agreement.

31.02 Changes in Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement, including any changes agreed to resulting from the grievance or arbitration procedure.

RETROACTIVE PAY

Shall be provided to all those employed at the time of signing the Collective Agreement.

SCHEDULE "A" – SALARY SCALE

WAPITI REGIONAL OFFICE

Effective January 1, 2025 (3.0% Scale Adjustment)

POSITION	1	2	3	
Clerk II	\$30,412.20	\$33,150.26	\$36,133.79	Annual
	\$2,534.35	\$2,762.52	\$3,011.15	Monthly
	\$1,169.70	\$1,275.01	\$1,389.76	Bi-Weekly
	\$16.71	\$18.21	\$19.85	Hourly 7.0
Clerk III	\$32,389.76	\$35,304.85	\$38,482.28	Annual
	\$2,699.15	\$2,942.07	\$3,206.86	Monthly
	\$1,245.76	\$1,357.88	\$1,480.09	Bi-Weekly
	\$17.80	\$19.40	\$21.14	Hourly 7.0
Driver	\$32,389.76	\$35,304.85	\$38,482.28	Annual
	\$2,699.15	\$2,942.07	\$3,206.86	Monthly
	\$1,245.76	\$1,357.88	\$1,480.09	Bi-Weekly
	\$17.80	\$19.40	\$21.14	Hourly 7.0
Clerk V	\$38,423.84	\$41,881.98	\$45,651.36	Annual
	\$3,201.99	\$3,490.17	\$3,804.28	Monthly
	\$1,477.84	\$1,610.85	\$1,755.82	Bi-Weekly
	\$21.11	\$23.01	\$25.08	Hourly 7.0
Library Technician I	\$38,770.61	\$42,259.96	\$46,063.36	Annual
	\$3,230.88	\$3,521.66	\$3,838.61	Monthly
	\$1,491.18	\$1,625.38	\$1,771.67	Bi-Weekly
	\$21.30	\$23.22	\$25.31	Hourly 7.0
Library Technician II	\$40,990.00	\$44,679.10	\$48,700.22	Annual
	\$3,415.83	\$3,723.26	\$4,058.35	Monthly
	\$1,576.54	\$1,718.43	\$1,873.09	Bi-Weekly
	\$22.52	\$24.55	\$26.76	Hourly 7.0

Annual salary divided by 1820 equals hourly rate

7 hrs/day X 5 days/week X 52 weeks/year = 1820 hours

SCHEDULE "B" – SALARY SCALE

WAPITI REGIONAL OFFICE

Effective January 1, 2026 (3.0% increase)

POSITION	1	2	3	
Clerk II	\$32,354.57	\$34,144.77	\$37,217.80	Annual
	\$2,696.21	\$2,845.40	\$3,101.48	Monthly
	\$1,204.80	\$1,313.26	\$1,431.45	Bi-Weekly
	\$17.21	\$18.76	\$20.45	Hourly 7.0
Clerk III	\$33,361.45	\$36,364.00	\$39,636.75	Annual
	\$2,780.12	\$3,030.33	\$3,303.06	Monthly
	\$1,283.13	\$1,398.62	\$1,524.49	Bi-Weekly
	\$18.33	\$19.98	\$21.78	Hourly 7.0
Driver	\$33,361.45	\$36,364.00	\$39,636.75	Annual
	\$2,780.12	\$3,030.33	\$3,303.06	Monthly
	\$1,283.13	\$1,398.62	\$1,524.49	Bi-Weekly
	\$18.33	\$19.98	\$21.78	Hourly 7.0
Clerk V	\$39,576.56	\$43,138.44	\$47,020.90	Annual
	\$3,298.05	\$3,594.87	\$3,918.41	Monthly
	\$1,522.18	\$1,659.17	\$1,808.50	Bi-Weekly
	\$21.75	\$23.70	\$25.84	Hourly 7.0
Library Technician I	\$39,933.73	\$43,527.76	\$47,445.26	Annual
	\$3,327.81	\$3,627.31	\$3,953.77	Monthly
	\$1,535.91	\$1,674.40	\$1,824.82	Bi-Weekly
	\$21.94	\$23.92	\$26.07	Hourly 7.0
Library Technician II	\$42,219.70	\$46,019.47	\$50,161.23	Annual
	\$3,518.31	\$3,834.96	\$4,180.10	Monthly
	\$1,623.83	\$1,769.98	\$1,929.28	Bi-Weekly
	\$23.20	\$25.29	\$27.56	Hourly 7.0

Annual salary divided by 1820 equals hourly rate

7 hrs/day X 5 days/week X 52 weeks/year = 1820 hours

SCHEDULE "C" – SALARY SCALE

WAPITI REGIONAL OFFICE

Effective January 1, 2027 (3.0% increase)

POSITION	1	2	3	
Clerk II	\$33,325.21	\$35,169.11	\$38,334.33	Annual
	\$2,777.10	\$2,930.76	\$3,194.53	Monthly
	\$1,281.74	\$1,352.66	\$1,474.40	Bi-Weekly
	\$17.73	\$19.32	\$21.06	Hourly 7.0
Clerk III	\$34,362.29	\$37,454.92	\$40,825.85	Annual
	\$2,863.52	\$3,121.24	\$3,402.15	Monthly
	\$1,321.63	\$1,440.57	\$1,570.23	Bi-Weekly
	\$18.88	\$20.58	\$22.43	Hourly 7.0
Driver	\$34,362.29	\$37,454.92	\$40,825.85	Annual
	\$2,863.52	\$3,121.24	\$3,402.15	Monthly
	\$1,321.63	\$1,440.57	\$1,570.23	Bi-Weekly
	\$18.88	\$20.58	\$22.43	Hourly 7.0
Clerk V	\$40,763.86	\$44,432.59	\$48,431.53	Annual
	\$3,396.99	\$3,702.72	\$4,035.96	Monthly
	\$1,567.84	\$1,708.95	\$1,862.75	Bi-Weekly
	\$22.40	\$24.41	\$26.61	Hourly 7.0
Library Technician I	\$41,131.74	\$44,833.59	\$48,868.62	Annual
	\$3,427.65	\$3,736.13	\$4,072.38	Monthly
	\$1,581.99	\$1,724.37	\$1,879.56	Bi-Weekly
	\$22.60	\$24.63	\$26.85	Hourly 7.0
Library Technician II	\$43,486.29	\$47,400.05	\$51,666.07	Annual
	\$3,623.86	\$3,950.00	\$4,305.51	Monthly
	\$1,672.55	\$1,823.08	\$1,987.16	Bi-Weekly
	\$23.89	\$26.04	\$28.39	Hourly 7.0

Annual salary divided by 1820 equals hourly rate

7 hrs/day X 5 days/week X 52 weeks/year = 1820 hours

APPENDIX "A" – HOURS OF WORK BY CLASSIFICATION

FULL-TIME EQUIVALENT HOURS OF WORK BY CLASSIFICATION			
Classifications	Hours/Year	Days/Year	Hours/Day
Clerk II	1820	260	7
Clerk III	1820	260	7
Clerk V	1820	260	7
Library Technician I	1820	260	7
Library Technician II	1820	260	7
Driver Position	1820	260	7
<u>Notes</u>			
1. Driver Position – Actual daily hours of work will vary depending on the daily delivery schedule.			

SIGNING PAGE

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1788:

Terina Marchinko

Airi Anderson

Shirley Kule

SIGNED ON BEHALF OF THE
WAPITI REGIONAL LIBRARY
BOARD:

Janice Boughen
Chairperson

Lauren Wuk
Finance Manager

[Signature]
Regional Director

SIGNED THIS 17th DAY OF MARCH, 2025

[https://cupe.sharepoint.com/sites/saskatchewanstaff/shared documents/locals/1788 wapiti regional library/collective agreements/2025-2027/cu cupe 1788 \(wapiti\) 2025-01-01 to 2027-12-31.docx](https://cupe.sharepoint.com/sites/saskatchewanstaff/shared%20documents/locals/1788%20wapiti%20regional%20library/collective%20agreements/2025-2027/cu%20cupe%201788%20(wapiti)%202025-01-01%20to%202027-12-31.docx)
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