

Collective Agreement

between

The Southeast Regional Library Board

in the City of Weyburn

and

CUPE / *Canadian Union
of Public Employees*

Local 2174

January 1, 2026 to December 31, 2028

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THIS AGREEMENT MADE THIS 1st DAY OF January A.D., 2026

BETWEEN: THE SOUTHEAST REGIONAL LIBRARY BOARD in the
City of Weyburn, in the Province of Saskatchewan,

Hereinafter called "The employer" of the First Part
- and -

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2174,

Hereinafter called "The union" of the Second
Part

WHEREAS, the parties hereto are mutually desirous that an agreement be entered into in order to promote the existing harmonious relations between the employer and the members of the union, to promote co-operation and understanding between the employer and its employees, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work, and scale of wages, to encourage economy of operation and elimination of waste and to promote the morale, well-being and security of all the employees in the bargaining unit represented by the union;

NOW THEREFORE, to effectuate the foregoing, the parties hereto hereby mutually covenant and agree as follows:

ARTICLE 1 – INTERPRETATION

In this agreement, unless the context otherwise requires, the expression

- (a) "Region" means the area under the jurisdiction of the Southeast Regional Library Board.
- (b) "Board" means the regional library board responsible for the general management, control and operation of the regional library.
- (c) "Executive" means the executive elected by the Southeast Regional Library Board.
- (d) "Member" means a member of the Canadian Union of Public Employees, Local No. 2174.

- (e) "Employee" means any full-time employee of a city branch or headquarters who consistently works an average of thirty-seven and a half (37 ½) hours or more each week over a three (3) month period.
- (f) "Permanent employee" means any full-time employee who has been assigned to and passed the probationary period for a position that is recognized by the employer as a permanent position.
- (g) "Temporary employee" means any employee who has been assigned to a full-time job which is of a fixed duration.
- (h) "Program employee" means any employee who is included within the scope of this agreement and who has been assigned to a position designated as a program position.
- (i) "Technician employee" means any employee who is included within the scope of this agreement and who has been assigned to a position designated as a technician position.
- (j) "Clerical employee" means any employee who is included within the scope of this agreement and who has been assigned to any position not designated as a program or technician position.
- (k) "Overtime" shall, except as otherwise provided herein, have the meaning given in the Statutes of the Province of Saskatchewan and regulations thereunder.

ARTICLE 2 – SCOPE, RECOGNITION, AND NEGOTIATION

2.01 The employer recognizes the Canadian Union of Public Employees and its Local 2174 as the sole and exclusive collective bargaining agent for all of its full-time employees save and except the CEO, library director, assistant library director, library managers (business manager, personnel manager, community services manager, and branch managers) students and grant employees and hereby agrees to negotiate with the union, or any of its authorized committees, concerning all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

- (a) The parties hereto agree that no bargaining unit employee will be laid off or have a reduced salary as a result of hiring students.
- (b) The parties further agree that no students shall replace a permanent employee except in such cases as emergency, failure to show up for work or where the permanent employee is on holidays, or vacation, or

a leave of absence for up to thirty (30) calendar days or otherwise away from their position for up to thirty (30) calendar days.

- (c) For the purpose of this article a grant employee shall mean any person employed by the library for a specific purpose for a specified time period and funded by special grants or payments other than municipal levies as set by the board and/or the annual provincial regional library grant, or independent contractors, provided always that no bargaining unit employee will be laid off or have a reduced salary as a result of a grant employee performing work usually performed by a bargaining unit employee.

2.02 Management Rights

The union recognizes the right of the employer to operate and manage its business functions in all respects in accordance with its responsibilities. Such functions include, but are not limited to, the direction of the work force, the right to hire, fire, promote, lay-off, or discipline employees.

2.03 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the employer or its representatives which may conflict with the terms of this collective agreement.

2.04 Correspondence

When either party initiates written communication respecting matters covered by this collective agreement the other party shall respond in writing to the Library Director and/or Union President.

ARTICLE 3 – NO DISCRIMINATION

3.01 The employer and the union agree that all employees are entitled to an environment that is free of discrimination and, insofar as is reasonably practicable, the employer and the union will ensure that such an environment is maintained.

3.02 The prohibited discriminatory grounds are religion, creed, marital status, family status, sex, sexual orientation, disability, age, colour, ancestry, nationality, place of origin, race or perceived race, receipt of public assistance and gender identity, nor by reason of the employee's membership or activity in the union.

- 3.03** Discriminatory action means any action or threat of action by an employer based on any of the prohibited discriminatory grounds that does or would adversely affect an employee with respect to any terms or conditions of employment or opportunity for promotion, and includes termination, lay-off, suspension, demotion or transfer of an employee, discontinuation or elimination of a job, change of a job location, reduction in wages, change in hours of work, reprimand, coercion, intimidation or the imposition of any discipline or other penalty but does not include any reassignment of work to accommodate a pregnancy or a disability.
- 3.04** The employer will maintain a discrimination policy and procedure that will be available in each workplace.

ARTICLE 4 – NO HARASSMENT

- 4.01** The employer and the union agree that all employees are entitled to an environment that is free of harassment and, insofar as is reasonably practicable, the employer and the union will ensure that such an environment is maintained.
- 4.02** Harassment means:
- (a) any inappropriate conduct, comment, display, action or gesture by a person:
 - (i) that either:
 - (1) 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; or
 - (2) 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
 - (b) that constitutes a threat to the health or safety of the worker that:
 - (i) any conduct, comment, display, action, or gesture by a person towards a worker that:
 - (1) is of a sexual nature; and

- (2) the person knows or ought reasonably to know is unwelcome;

4.03 The employer will maintain a harassment policy and procedure that will be available in each workplace.

ARTICLE 5 – UNION MEMBERSHIP REQUIREMENT

5.01 All Employees to be Members

Every employee who is now or hereafter becomes a member of the union shall maintain membership in the union as a condition of employment, and every new employee whose employment commences hereafter shall, within thirty (30) days after the commencement of employment, apply for and maintain membership in the union as a condition of employment, provided that any employee in the 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 6 – UNION DUES

- 6.01**
- (a) Upon the request in writing of an employee, and upon request of the union, the employer shall deduct and pay in periodic payments out of the wages due to the employee to the person designated by the union to receive the same, the union dues of the employee, and the employer shall furnish to the union the names of the employees who have given such authority.
 - (b) The union shall advise the employer in writing of the amounts to be deducted from each employee's wage. The union shall advise the employer, no less than two (2) weeks, of changes in the amounts to be deducted from each employee's wage.
 - (c) Deductions from payroll shall be made bi-weekly and shall be forwarded to the designated union representatives not later than ten (10) days following the end of each month. The remittance shall be accompanied by a list showing the names of the employees from which such amounts have been deducted and the amount so deducted.
 - (d) T-4 slips issued by the employer to employees shall include amounts deducted by the employer for the union.

ARTICLE 7 – THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

7.01 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 and dues.

7.02 Copies of Agreement

On commencing employment, the employee's immediate supervisor shall introduce the new employee to the union steward or representative. As part of the new employee orientation process, the employer shall schedule time for a new employee to meet with their union representative. New employees shall have a fifteen (15) minute orientation into their union from a union representative with no loss of pay. The steward or representative will provide the employee with a copy of the collective agreement.

ARTICLE 8 – LABOUR/MANAGEMENT BARGAINING RELATIONS

8.01 Representation

The employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit, which is inconsistent with the terms of this collective agreement. No employee 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 human resources manager and/or the business manager with the names of its officers and the members of any committees that interact with the employer annually and as changes occur; provided, however, that nothing in this article shall infringe upon or in any way limit an employee's right to communicate with management. Likewise, the employer shall supply the union with a list of its supervisory personnel with whom the union may be required to transact business.

8.02 Union Bargaining Committee

- (a) A union bargaining committee shall be elected or appointed and consist of members of the union. When collective bargaining meetings are held during Southeast Regional Library hours of operation, not more than one (1) employee from each of Estevan Public Library Branch, Weyburn Public Library Branch, and headquarters shall participate in

the collective bargaining meetings. If meetings are held during an employee's scheduled working hours, then the employee will not suffer any loss of pay or other benefits for a maximum of four (4) collective bargaining sessions per negotiated agreement, to the conclusion of the agreement.

- (b) Subject to operational considerations and where scheduling permits, union bargaining committee members may be granted leave without pay and benefits and without loss of seniority for meetings of the union bargaining committee which are held during an employee's scheduled working hours.

8.03 Function of the Bargaining Committee

All matters pertaining to 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.

8.04 Representative of Canadian Union

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.

8.05 Information

The employer shall make available to the union, on request, information required by the union such as job descriptions, positions in the bargaining unit, job classifications, wage rates, and financial information pertaining to benefit plans.

8.06 Meeting Space

A meeting space at Estevan Public Library Branch or Weyburn Public Library Branch will be supplied, as scheduling permits, to the union to hold regular CUPE 2174 meetings after working hours or to sponsor educational functions such as seminars, workshops, lectures, etc., for CUPE 2174 members to attend outside of their work times.

ARTICLE 9 – LABOUR MANAGEMENT COMMITTEE

- 9.01** An employee with a concern or issue should initially seek settlement through informal discussion with their supervisor.

(a) Committee Composition

A labour management relations committee shall be established to which equal number of management members and union members shall be appointed, being not less than two (2) members from each side.

- (b) In the event that a member of the committee is in a direct conflict of interest, the committee member will recuse themselves and an alternate may be appointed for the discussion of that matter.

(c) Committee Jurisdiction

The jurisdiction of the committee shall be to maintain positive working relationships by focusing on continuous improvements and constructive solutions to issues and concerns dealing with problems.

(d) Minutes of Committee Meetings

Minutes of all labour management relations committee meetings shall be kept, and copies of such minutes shall be sent both to the management and the union.

(e) Meeting Schedule

In the event either the employer or the union wishes to call a meeting of the labour management committee, such meeting shall be held at a time and place fixed by mutual agreement, provided however, such meeting must be scheduled within a reasonable timeframe of ten (10) working days after the request has been given.

ARTICLE 10 – RESOLUTIONS OF THE BOARD

10.01 Copies of Resolutions

Copies of all motions, resolutions, and by-laws or rules and regulations adopted by the board which will affect directly the members of this union are to be:

- (a) forwarded to the union, and
- (b) made available in the workplace

Where the board becomes aware of a municipal council decision that will affect directly the members of this union, the information will be forwarded to the union.

ARTICLE 11 – GRIEVANCE PROCEDURE

- 11.01** A grievance is any difference or dispute between the employer and any employee or employees or the union respecting the application, interpretation, administration or alleged violation of this agreement.
- 11.02** If an employee or group of employees or the union has a grievance, then an earnest effort shall be made to settle the grievance without delay. The grievance shall be taken up in the following manner:

Step 1:

The union shall submit the grievance and a list of the members of the grievance committee in writing to the library director within fourteen (14) calendar days of the event or circumstances giving rise to the grievance, including a written account of the particulars and redress sought. The library director shall, within fourteen (14) calendar days of receiving the grievance, convene a meeting with the grievor(s) and the union member designated by the union to represent the grievor(s) to determine whether the grievance can be settled by agreement between the parties. The library director shall give the union a written response to the grievance within fourteen (14) calendar days of the meeting.

Step 2:

If the library director's response to the grievance is not acceptable to the union or if the library director fails to respond within the allotted time, the union may advance the grievance to the executive committee within fourteen (14) calendar days of receiving the library director's response or within fourteen (14) calendar days from the date on which the library director should have responded. A grievance advanced to the executive committee shall include a written account of the particulars and the redress sought. The executive committee shall render a written response to the grievance within a maximum of sixty (60) calendar days of the executive committee receiving the grievance from the union but sooner whenever possible.

Step 3:

If the grievance is not resolved at Step 2, the matter may be referred to arbitration within fourteen (14) calendar days of receipt of the written response from the executive committee or within fourteen (14) calendar days from the date on which the executive committee should have responded.

11.03 It is the desire of both parties to this agreement to resolve matters in a manner that is just and equitable and it is not the intention of either the employer or the union to evade the settlement of disputes based on a procedural technicality. However, notwithstanding the foregoing, it is clearly understood and agreed that the time limits established in this agreement are to be adhered to. Should either party fail to adhere to the time limits then the onus is on that party to establish a justifiable reason for its failure to adhere to such limits and that there is no prejudice to the other party as a result of the delay.

Optional Grievance Mediation: the parties may agree to refer a grievance(s) to a provincial mediator for the purpose of resolving the grievance(s) in an expeditious and informal manner. Should the parties agree to mediation the time limits set out in this article shall be suspended until the mediation process has concluded.

11.04 A policy grievance is defined and limited to one which involves a question of general application or interpretation of the collective agreement, or which may affect the collective interest of the entire bargaining unit. Such a grievance may be filed by the union or by the employer. In either event the grievance shall be in writing and shall include a written account of the particulars and of the redress sought. The union and the employer may agree that Step 1 and/or Step 2 of this article may be bypassed for policy grievances.

11.05 The employer shall provide the necessary facilities for the grievance meetings to take place.

11.06 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 or grievance committee member shall assist any employee of the bargaining unit with the preparation and presentation of a grievance in accordance with the grievance procedure.

11.07 The employer agrees that stewards or members of the grievance committee 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 and will not be paid by the employer for the time away from work to complete such duties except when meeting with management. Therefore, no steward shall leave work without obtaining the permission of the employee's supervisor which permission shall not be unreasonably withheld.

11.08 Grievance Committee Meetings

When the grievance committee meeting that is contemplated under Step 1 of Article 11.02 is held with the library director during Southeast Regional Library hours of operation, not more than one (1) employee from either Estevan Public Library Branch, Weyburn Public Library Branch, or headquarters, in addition to the grievor(s), shall participate in the meeting. If the meeting is held during any employee's scheduled working hours, then the employer will pay that employee's regular wages for attendance at the meeting; provided however that nothing in this article shall require that the meeting take place during scheduled working hours.

ARTICLE 12 – ARBITRATION

12.01 Reference to Arbitration

- (a) If a grievance is not settled pursuant to the procedures set forth in Article 11 within the time limits prescribed or as otherwise mutually agreed, then it may be referred in writing by either party within fourteen (14) calendar days to arbitration. A copy of the reference shall at the same time be given or sent by the referring party to the other party.
- (b) A single arbitrator shall be chosen jointly by the employer and the union on a case-by-case basis as required.

12.02 Extending Times

Subject to Article 11.03, the timelines allowed by this agreement may be extended by mutual consent of the parties to this agreement.

12.03 Remuneration and Expenses

The employer and the union will each pay one-half (½) of the remuneration and expenses of the arbitrator.

12.04 Decision

The decision of the arbitrator shall be final and binding on the parties.

12.05 Disagreement on Decision

Should the parties disagree as to the meaning of the arbitration report, either party may apply to the arbitrator to clarify the decision.

12.06 Amending the Time Limits

The time limits fixed in both the grievance and arbitration procedure may only be extended in writing by consent of the parties. The time limits in this agreement are mandatory.

12.07 Witnesses

At any stage of the grievance or arbitration procedure, the parties shall have the assistance of any employee(s) concerned as witnesses, and any other witnesses.

ARTICLE 13 – DISCHARGE, SUSPENSION AND DISCIPLINE

13.01 Discipline/Suspension/Discharge Procedure

No employee covered by this agreement who has completed the probationary period shall be disciplined, suspended or discharged without just cause and such discipline, suspension or discharge shall in all cases be subject to the labour management committee followed by the grievance procedure. In the event the employer initiates a disciplinary action against an employee who has completed the probationary period and which may result in discipline, suspension or discharge of the employee, the employee shall be notified in writing of the action and/or penalty.

13.02 Burden of Proof

In cases of discharge and discipline, the burden of proof of just cause shall rest with the employer. Evidence shall be limited to the grounds stated in the discharge or discipline notice to the employee.

13.03 Reprimands

Whenever the employer or its authorized agent deems it necessary to reprimand an employee in a manner indicating that dismissal may follow any further infraction or may follow if a required work standard is not met by the employee by a given date, the employer shall, provide written particulars of the expectations at the time the infraction(s) are addressed.

13.04 Crossing of Picket Lines During Strike

An employee governed by this agreement shall have the right to refuse to cross a picket line arising out of labour disputes. Failure to cross such a picket line by a member of this union shall not be considered a violation of this agreement, nor shall it be grounds for disciplinary action.

13.05 Unfavourable Conduct or Performance Report

The employer shall notify an employee in writing of any expression of dissatisfaction concerning the employee's work, which could lead to "disciplinary action", within ten (10) working days of the time that the employer became aware or should reasonably have become aware of the event or events forming the basis of the complaint.

- (a) The employer agrees that any expression of dissatisfaction that the employee has not been notified of shall not be used in any disciplinary action against such employee.
- (b) This article shall be applicable to any complaint or accusation which may be detrimental to an employee's advancement or standing with the employer, whether or not it relates to the employee's work.
- (c) The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of the employee's record.
- (d) The record shall not be used against the employee at any time after eighteen (18) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports.

13.06 An employee's personnel file will be accessible, at a mutually agreed upon time, for review by the employee upon application to and under the supervision of the employer. Requested copies will be provided.

ARTICLE 14 – SENIORITY

14.01 Seniority Defined (Type of Seniority Unit)

Seniority is defined as the length of time in the bargaining unit. Seniority shall operate on a bargaining-unit-wide basis.

14.02 Seniority List

The employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the union and will be made available in January of each year.

14.03 Probation for Newly Hired Employees

All newly-hired full-time employees shall be on probation in a position for a period of one hundred and twenty (120) days worked starting on the first day of work, which probationary period may be extended by mutual agreement by the employer and the union to a period of up to an additional one hundred and twenty (120) days worked. During the probationary period, the employee shall be entitled to all rights and benefits of this agreement; provided, however, that the employer shall be allowed to terminate a probationary employee at any time during the probationary period in the event that the employer, acting reasonably, judges the employee unsuitable for the position. After successful completion of the probationary period, seniority shall be effective from the original date of employment. All work performance issues shall be addressed throughout the probation period with the goal of giving the employee the opportunity to improve.

14.04 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without the employee's consent. If an employee is transferred to a position outside of the bargaining unit, seniority accumulated up to the date of leaving the unit will be retained and will continue to accumulate. During the trial period, which shall be a maximum of twelve (12) months, the employee and the employer shall have the right to return the employee to their previous position in the bargaining unit.

14.05 Loss of Seniority

An employee shall not lose seniority rights if absent from work because of sickness, accident, lay-off, or leave of absence approved by the employer. An employee shall only lose seniority in the event of:

- (a) discharge for just cause without reinstatement;
- (b) resignation in writing that is not withdrawn within two (2) days;
- (c) absence from work in excess of five (5) working days without sufficient cause or without notifying the employer unless such notice was not reasonably possible;
- (d) failure to return to work within fourteen (14) calendar days following a lay-off and after being notified by registered mail 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 or employment of short duration shall not lose recall rights for refusal to return to work if the

employee is employed elsewhere. The parties hereto agree that employment of short duration shall be any employment for three (3) months or less;

- (e) lay-off for a period longer than eighteen (18) months;
- (f) termination of employment by retirement.
- (g) On the expiration of the trial period of an employee serving in a position outside of the bargaining unit.

14.06 Notice of Resignation

An employee who has been employed by the employer for at least thirteen (13) consecutive weeks must give the employer written notice of at least two (2) weeks stating the day on which the employee is ending their employment; whenever possible an additional two (2) weeks' notice shall be given.

ARTICLE 15 – PROMOTIONS AND VACANCIES

- 15.01** Notice of all positions or vacancies coming within the scope of this agreement shall issue from the office of the employer for posting in places accessible to all employees affected. All postings shall be issued not later than seven (7) days of the employer's having knowledge of the vacancy. All vacancies will be posted internally and externally at the same time with preference given to qualified internal applicants. All postings shall set forth the exact title of the position, the rate or range of pay therefore and the closing date. Postings for new positions shall include a description of the position.
- 15.02** Permanent full-time employees shall be entitled to bid for such positions or vacancies by means of written application which shall be submitted to the office of the employer. No application from employees received later than the posted closing date will be considered.
- 15.03** All new positions or vacancies shall be awarded to the applicant with the greatest seniority, having the qualifications, skills and abilities to perform the duties required. Nothing shall prevent the employer from temporarily filling a new position or vacancy pending the selection of a successful applicant.
- 15.04** An employee shall be allowed a trial period of one hundred (100) working days from the first day of work in the position in which to demonstrate the ability to fill the position concerned. If the employee fails to demonstrate the qualifications, skills and abilities to perform the duties required within the trial period the employee shall revert to the employee's formerly held position

without loss of seniority. If, before the expiry of the trial period, it appears to management that such employee is incapable of demonstrating the qualifications, skills and abilities for such position, the employee may be required to revert to the formerly held position before the trial period ends without loss of seniority. If an employee chooses to revert to the formerly held position within the trial period, there will be no loss of seniority. The trial period may be extended by mutual agreement between the employer and the union.

15.05 If during any calendar year an employee is required by the library director to temporarily, on one (1) or more occasions for a cumulative period in excess of eight (8) working days, perform the duties of a higher position than that of which the employee is the incumbent, the employee shall be paid for that period in excess of eight (8) working days at the rate higher than the employee's previous rate in the schedule for such higher position.

15.06 Promotions Requiring Higher Qualification

If no employee with the qualification, skills and abilities for a posted position applies, consideration for promotion may be given to the senior applicant who does not possess the required qualifications but is preparing for qualifications prior to the filling of vacancy.

ARTICLE 16 – LAY-OFFS AND RECALLS

16.01 Role of Seniority in Lay-Offs

Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a lay-off any laid-off employee shall be entitled to assume the position of any less senior employee, provided the laid-off employee has qualifications, skills and abilities sufficient to do the work of such less senior employee and provided that the laid-off employee gives notice to the employer and the local union executive within five (5) working days of the notice of the lay-off, to the effect that the employee intends to assume the position of such less senior employee.

A reduction in hours for a position constitutes a lay-off.

16.02 Recall Procedure

Employees who possess the qualifications, skills and abilities sufficient to fill a position will be recalled for that position in order of seniority.

16.03 No New Employees

No new employees shall be hired until those laid off have been given an opportunity of recall. The employer will advise each employee to be recalled by email with read receipt included and phone call to the last phone number shown on the employer's records. After receiving a notice of recall, the employee's intentions with regard to the recall and the employee's date of availability will be provided in writing to the employer. Such date of availability must not be later than seven (7) days from the date of the posting of the registered letter.

16.04 Advance Notice of Lay-Off

Except in cases of just dismissal or public emergency, employees shall receive written notice of lay-off in accordance with the length of service as follows:

- more than thirteen (13) consecutive weeks but one (1) year or less – one (1) week notice
- more than one (1) year, but three (3) years or less – two (2) weeks' notice
- more than three (3) years, but five (5) years or less – four (4) weeks' notice
- more than five (5) years, but ten (10) years or less – six (6) weeks' notice
- more than ten (10) years – eight (8) weeks' notice

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 available.

16.05 Public Emergency Lay-Off

A temporary emergency lay-off may be executed during an order of the chief medical health officer or an emergency declaration by the Government of Saskatchewan in accordance with the provisions of *The Saskatchewan Emergency Planning Act*. Employees will be issued written notification of the temporary lay-off, however, no notice or pay in lieu of notice will be provided. Employees will be recalled when safe to do so and no later than two (2) weeks after the emergency declaration is lifted. All provisions in Article 16 will apply with the exception of Article 16.04.

16.06 Continuation of Benefits

Employees laid off for a period of less than one hundred and twenty (120) calendar days shall have the right to continue coverage for all employee benefit plans, in accordance with the plan bylaws and will pay 100% of premiums through direct payments to the employer.

16.07 Grievance on Lay-Offs and Recalls

Grievance concerning lay-offs and recalls shall be initiated at Step 2 of the grievance procedure.

ARTICLE 17 – HOURS OF WORK

17.01 Headquarters Work Provisions

- (a) Hours of work for employees covered by this agreement shall be thirty-seven and one-half (37½) hours per week, with the exception of the courier driver whose hours of work shall be forty (40) hours per week.
- (b) The normal hours of work for headquarters staff shall fall between the hours of 7:00 a.m. to 9:30 p.m. each day and normal hours for the courier driver shall fall between 5:00 a.m. and 10:00 p.m. each day. Each employee shall be entitled to have two (2) scheduled days off each week unless otherwise agreed upon between the employer and the employee. Such scheduled days off shall be consecutive whenever possible.
- (c) Wherever possible, provisional schedules shall be posted fourteen (14) calendar days in advance. Work schedules shall be confirmed and posted in a place accessible to all employees no less than seven (7) calendar days in advance.
- (d) Where a full-time employee is approved to work additional time in excess of fifteen (15) minutes due to schedule changes then the employee will bank the excess hours worked in fifteen (15) minute increments and take them off within the following four (4) weeks at a time based on operational needs and mutually agreeable to both the employee and the supervisor. Banked time will be kept in 15-minute increments.
- (e) Provision for Year End Holidays

Headquarters will be closed from 24 December to 1 January inclusive. For other than the paid holidays specified in Article 19.01, employees shall give at least one (1) months' notice as to whether the time taken off shall be through scheduling of vacation, leave of absence without pay or time off in lieu of overtime.

17.02 Branch Work Provisions

- (a) Hours of work for employees covered by this agreement shall be thirty-seven and one-half (37½) hours per week.
- (b) Normal hours of work for the Weyburn Public Library Branch and Estevan Public Library Branch shall fall between the hours of 8:00 a.m. and 9:00 p.m. Employees will receive notice of any change in hours of opening in Weyburn Public Library Branch and Estevan Public Library Branch within seven (7) days of implementation.
- (c) Wherever possible, provisional schedules shall be posted fourteen (14) calendar days in advance. Work schedules shall be confirmed and posted in a place accessible to all employees no less than seven (7) calendar days in advance.
- (d) Where operational considerations permit, full-time employees working at the Weyburn Public Library Branch and Estevan Public Library Branch will not be scheduled to work more than one (1) weekend every two (2) weeks, unless mutually agreed otherwise between the employee(s) and the supervisor. However, the supervisor acting reasonably, may require a full-time employee to work additional weekend shifts to replace staff that are unavailable to work due to illness, leaves of absence, vacations, vacancies, etc. A full-time employee will not be scheduled to work alone on any work day.
- (e) In the case of an emergency or an unusual event such as an extreme weather situation, severe facility damage, lengthy utility outages or other such situations, temporary closure of the branch may be required. An employee who is scheduled to work and loses hours may make up their hours within the remainder of that current work week providing they do not exceed thirty-seven and one-half (37½) hour, use vacation time, floating holiday time, or any combination with approval from their supervisor.

17.03 Work Averaging Periods

- (a) Hours of work for the Weyburn Public Library Branch and Estevan Public Library Branch full-time employees shall be unregulated within any working day or series of days but shall be thirty-seven and one-half (37½) hours per week. Such employees shall be considered as being on a five (5)-day week for the calculation of pay, personal leave, vacation leave, and any other benefit based on the five (5)-day week. Any such employee who works on a Saturday or Sunday shall do so as a scheduled shift within a normal thirty-seven and one-half (37½) hour work week, subject to the provisions of Article 17.02(d). Further, any

such employee who works in excess of thirty-seven and one-half (37½) hours in any calendar week shall be entitled to leave with pay equivalent to the number of hours worked in excess of thirty-seven and one-half (37½), such leave to be taken at a time approved by the library director. All overtime must be approved, in advance of being worked, by the library director or designate.

- (b) Hours of work for the staff who drive or travel as part of their job shall be unregulated on the days that they drive or travel but shall be thirty-seven and one-half (37½) hours per week averaged over each four (4) week period. Such employees shall be considered as being on a five (5) day week for the calculation of pay, personal leave, vacation leave, and any other benefit based on the five (5) day week. Any such employee who works in excess of thirty-seven and one-half (37½) hours per week averaged over a four (4) week period shall be entitled to leave with pay equivalent to the number of hours worked in excess of thirty-seven and one-half (37½), such leave may be banked up to twelve (12) months. All overtime must be approved, in advance of being worked, by the library director.
- (c) Hours of work for the courier driver(s) shall be unregulated on the days that they drive but shall be forty (40) hours per week averaged over each four (4) week period. Such employees shall be considered as being on a five (5) day week for the calculation of pay, personal leave, vacation leave and any other benefit based on the five (5) day week. Any such employee who works in excess of forty (40) hours per week averaged over a four (4) week period shall be entitled to leave with pay equivalent to the number of hours worked in excess of forty (40) hours, such leave may be banked for up to twelve (12) months. All overtime must be approved by the library director or designate.

17.04 Rest Period

An employee shall be permitted a rest period of fifteen (15) consecutive minutes during both the first half and the second half of a shift in an area made available by the employer. Employees at Weyburn Public Library Branch and Estevan Public Library Branch have the option to take a rest period continuous with the meal break. However, once a schedule is posted, changes to rest periods and breaks must be approved by the supervisor. Rest breaks are applicable to work stretches of more than three (3) hours.

17.05 Meal Break

An employee shall be scheduled for an unpaid meal break of up to one (1) hour approximately in the middle of each shift of five (5) hours or more.

ARTICLE 18 – OVERTIME

18.01 All the time worked before or after the regular work day and regular work week, or on a paid holiday, shall be considered overtime, subject to the provisions in Articles 17.01 and 17.02. Overtime rates do not apply to mutually agreed upon schedule changes. Hours can be averaged over a four (4) week period with no overtime calculated, provided the hours worked do not exceed the normal hours of work for the four (4) week period. Staff may request to work extra time in advance to be taken off at a later date. Such banked time worked must be approved in advance by the library director or designate and overtime rates would not apply. Time must be taken off within sixty (60) days.

18.02 Compensation for Work Before and After Daily Scheduled Hours

Overtime work before and after the regular daily or weekly hours as provided for in Article 17 shall be paid for at the rate of one and one-half (1½) times the employee's hourly rate for the first four (4) hours and at double time for all additional overtime hours.

18.03 Compensation for Work on Saturday or Sunday Not Regularly Scheduled

Overtime work on any Saturday or Sunday not regularly scheduled as provided for in Articles 17.01 and 17.02, shall be paid for at the rate of one and one-half (1½) times for the first four (4) hours, then double time for all hours worked over four (4) hours.

18.04 Payment for or Supply of Meals

An employee required to work more than two (2) hours overtime shall be reimbursed up to the amount of an extra required meal as per the provisions for meals in Article 26.04, provided that the meal time is clearly subtracted from the time sheet.

18.05 Calculating of Overtime Rates

The employee's hourly wage that is in effect on the day that the overtime is worked shall be used to calculate the hourly overtime rate.

18.06 Minimum Overtime

Overtime work shall be on a voluntary basis. The employer shall keep overtime to a minimum.

18.07 Time Off In Lieu of Overtime

Instead of including overtime on the employee's regular payroll, an employee may choose to receive time off at the appropriate overtime rate subject to approval by the employer.

ARTICLE 19 – PAID HOLIDAYS

19.01 (a) The employer recognizes the following public holidays as paid holidays:

- (i) New Year's Day
- (ii) Family Day
- (iii) Good Friday
- (iv) Victoria Day
- (v) Canada Day
- (vi) Saskatchewan Day
- (vii) Labour Day
- (viii) Thanksgiving Day
- (ix) Remembrance Day
- (x) Christmas Day
- (xi) and any other paid holidays proclaimed by provincial or civic governments

(b) The employer recognizes the following additional days as paid holidays:

- (i) Christmas Eve Day
- (ii) Boxing Day
- (iii) New Year's Eve Day
- (iv) National Day for Truth and Reconciliation

(c) Floating Paid Holiday

An employee who has passed their probationary period may take two (2) floating paid holidays for any reason in each year in which they are working. Such days may not be carried over and may be used in half-day (½) increments.

19.02 Scheduling Paid Holidays

Where a paid holiday falls on a weekday, the paid holiday will be observed on the day on which it falls. Where a paid holiday falls on a Saturday or a Sunday, the paid holiday will be observed on the previous Friday or the

following Monday, providing that when Monday is also a paid holiday, the paid holiday will be observed on Tuesday.

19.03 Scheduled Work on Paid Holidays

Except for staff required for year-end processing, as per Article 17.01 (e), when an employee is required to work on any paid holiday, such employee shall be paid, in addition to the regular wage rate, one and one-half (1½) times the regular pay for all time so worked, unless equivalent time at the rate of time and one-half (1½) off duty is granted in lieu of such overtime pay and such leave of absence is arranged by mutual agreement between the employee and the library director.

When leave of absence with pay, in lieu of the holiday, cannot be granted within thirty (30) days, the employee shall be paid as herein prescribed, unless, by mutual agreement, the thirty (30)-day period for granting leave with pay is extended.

ARTICLE 20 – VACATIONS

20.01 Length of Vacations

An employee shall receive an annual vacation with pay in accordance with the employee's years of employment as follows:

- (a) Employees shall accumulate vacation credits at the rate of one and one-quarter (1¼) days per month and shall be entitled to fifteen (15) working days' vacation per year.
- (b) Employees who have completed five (5) years of service shall accumulate vacation credits at the rate of one and two-thirds (1 2/3) days per month for each month worked thereafter to a maximum of twenty (20) working days' vacation per year.
- (c) Employees who have completed twelve (12) years of service, shall be entitled to two and one twelfth (2 1/12) days per month to a maximum of twenty-five (25) days per year.
- (d) Employees who have completed twenty (20) years of service shall be entitled to two and one-half (2 ½) days per month to a maximum of thirty (30) working days' vacation per year.
- (e) Employees who have completed twenty-five (25) years of service shall be entitled to two and three-quarters (2 ¾) days per month to a maximum of thirty-three (33) working days' vacation per year.

Vacation pay shall be paid at the employee's regular rate of pay.

20.02 Vacation Pay in Lieu of Holiday

An employee who leaves the employer's service and has not received accrued annual vacation or a portion thereof, shall be allowed pay in lieu of earned vacation.

20.03 Preference in Vacations

Vacation requests will be dealt with on a first come, first served basis, provided that if two (2) or more vacation requests are received at the same time, then such requests will be dealt with on the basis of seniority.

20.04 Illness or Accident Before Vacation

An employee taken ill or meeting with an accident immediately prior to the period in which such employee has been scheduled to take vacation, shall be allowed to postpone said vacation to a later date, subject to submitting medical evidence.

20.05 Posting of Schedules

Approved vacation schedules shall be posted on available bulletin boards and shall not be changed unless mutually agreed upon by the employee and the employer. Vacations shall commence immediately following an employee's regularly scheduled days off.

20.06 Approved Leave of Absence During Vacation

When an employee qualifies for personal leave, bereavement, illness leave exceeding three (3) days or any other approved leave during a period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall not be used at a time when it will displace another employee's previously scheduled vacation and will be used at a time that is mutually acceptable to both the employee and the employer. The employee shall, at the request of the employer, provide a certificate of a qualified medical practitioner certifying the period of illness during vacation.

20.07 Overtime Vacation Rate

Time not taken in the calendar year in which it accrues may be approved to be carried forward to the next following calendar year to a maximum of ten (10) days. Any unused vacation so carried forward must be taken in the next following calendar year. Other than as set out herein no employee shall

accumulate unused vacation time except at the discretion of the library director.

ARTICLE 21 – EMPLOYMENT LEAVE PROVISIONS

21.01 General Rules Re: Employment Leave

All leaves will be governed by the current edition of *The Saskatchewan Employment Act*.

- (a) All leaves must be approved in advance by the library director or designate.
- (b) Article 21 will apply to Articles 22 and 23.

ARTICLE 22 – EMPLOYMENT LEAVE WITHOUT PAY

22.01 Leave of Absence for Union Functions

- (a) Notice to employer
On the day of each month on which the regular monthly, special or deferred meeting of the union is scheduled, one (1) staff member from the Estevan Public Library Branch and one (1) staff member from the Weyburn Public Library Branch will be given time off without pay to attend the meeting.
- (b) Upon request to the employer, an employee elected or appointed to represent the union at conventions shall be allowed leave of absence without pay. Leave of absence without pay shall be allowed for employees to attend training sessions and/or executive and committee meetings of CUPE provided that no more than two (2) employees shall be absent from work for such purpose at any one time and no more than one (1) scheduled employee shall be from any given workplace. Such leave shall be requested ten (10) calendar days in advance.
- (c) An employee who is elected or selected for a full-time position with the union shall be granted leave of absence without pay. Such leave may be renewed each year, on request, during the term of office.

22.02 Employment Leave for Paid Jury Duty

- (a) The employer shall grant leave of absence to an employee who serves as a juror or witness in any court.

- (b) The employer shall pay a full-time employee that is subpoenaed as a juror, the difference between normal earnings and the payment received for jury service, excluding payment for travelling, meals, or other expenses.
- (c) Time spent by an employee required to serve as a court witness in any matter arising out of the employee's employment shall be considered as time worked at the appropriate rate of pay.
- (d) The employee will present proof of service and the amount of pay received.

22.03 Mourner's Leave

One-half (½) days' leave shall be granted without pay to attend a funeral as a mourner.

22.04 Public Health Emergency Leave (PHE)

When the provincial government or chief medical officer issues an order that a disease poses a serious health risk in Saskatchewan and that individuals must take measures to isolate themselves to prevent the spread of that disease, an employee can take Public Health Emergency Leave (PHE) in one (1) of two (2) circumstances:

- If certain authority figures have directed an employee to isolate themselves to prevent the spread of the disease.
- If the employee is required to provide care and support to a child or adult family member who is affected by a direction or order.

During a public health emergency, employees are exempt from the usual requirement for thirteen (13) consecutive weeks of employment and a medical certificate if an absence due to illness or injury is resulting from a public health emergency.

22.05 Interpersonal (Domestic) Violence Leave

"Interpersonal violence" is defined to mean:

- Any intentional or reckless act or omission that causes bodily harm or damage to property
- Any act or threatened act that causes a reasonable fear of bodily harm or damage to property
- Forced confinement

- Sexual abuse
- Harassment, or
- Deprivation of necessities

And is perpetrated by:

- A person who has been or who is in a family relationship, spousal relationship, intimate relationship, or dating relationship with the employee, regardless of whether they have lived together at any time;
- A person who is the parent of one or more children with the employee, regardless of their marital status or whether they have lived together at any time;
- A person who is in an ongoing caregiving relationship with the employee, regardless of whether they have lived together at any time; or
- Any other person prescribed in the regulations.

To be eligible, employees must have worked for an employer for a minimum of thirteen (13) weeks and will be required to provide evidence of the services being received if the employer requests it. The employee, the employee's child or a person for whom an employee is a caregiver must be the victim of interpersonal violence. Leave may be taken for one or more of the following purposes:

- To seek medical attention
- To obtain services from a victim's services organization
- To obtain psychological or other professional services
- To relocate, either temporarily or permanently
- To seek legal or law enforcement assistance and attend court appearances
- Or for any other prescribed purposes

An employee is entitled to both the following periods of domestic violence leave in each fifty-two (52) week period:

- Leave of up to ten (10) days, five (5) employer-paid days, and five (5) unpaid days, which the employee may choose to take intermittently or in one continuous period;

- Leave of up to seventeen (17) weeks to be taken in one continuous period. Return to work may be initiated prior to the end of the seventeen (17) weeks with two (2) weeks' notice.

An employee who takes a leave must provide the employer with reasonable verification of the necessity of the leave that meets the above requirements. The employer will maintain confidentiality in respect of all matters that come to the employer's knowledge in relation to leave under this provision. This article will be enforced in keeping with *The Saskatchewan Employment (Support for Victims of Domestic Violence) Amendment Act*.

ARTICLE 23 – MATERNITY, ADOPTION AND PARENTAL LEAVE

23.01 While on maternity, adoption or parental leave, an employee shall retain full employment status and rights. Maternity, adoption or parental leave are considered unpaid leave.

23.02 Protection During Maternity

No employee shall be laid off or otherwise adversely affected in their employment because of pregnancy, however, where working conditions may be hazardous to an unborn child or to the pregnant employee, or where the pregnancy of the employee unreasonably interferes with the performance of her duties, the employee shall be entitled to have their duties modified or be transferred to another position, provided they are capable of performing the work and is otherwise entitled thereto by virtue of seniority. If no opportunity exists for the pregnant employee to have their duties modified or to transfer to another position, then the employer may require them to commence maternity leave not more than twelve (12) weeks prior to the expected date of birth.

23.03 Conditions for Application for Maternity Leave

The employee shall provide a doctor's certificate verifying that they are pregnant and specifying the estimated date of birth.

23.04 Other Conditions Re: Maternity Leave

Any employee who has been employed for the time frame mentioned in Article 21.01 shall also be entitled to maternity leave in the following circumstances:

- (a) There are *bona fide* medical reasons that the employee should cease work which have been verified by the employee's doctor and the employee has exhausted their personal leave accumulation; or

- (b) the pregnancy has ended in miscarriage or stillbirth not more than twelve (12) weeks before the estimated date of birth which has been verified by the employee's doctor.
- (c) If the actual date of birth is later than the estimated date of birth, the employee is entitled to not less than six (6) weeks' leave after the actual date of birth.

23.05 Length of Maternity Leave

Maternity leave shall cover a period of up to nineteen (19) consecutive weeks commencing at any time during the period of thirteen (13) weeks immediately preceding the estimated date of birth, and no later than the date of birth. Where a doctor's certificate is provided, stating that a longer period of maternity leave is required for health reasons, an extension up to a maximum of one (1) additional year shall be allowed. During this period, full seniority shall accumulate.

23.06 Conditions for Application for Adoption Leave

Every employee who is:

- (a) currently employed and has been in the employment of the employer for a total of at least twenty (20) weeks in the fifty-two (52) weeks immediately preceding the day on which the requested leave is to commence; and
- (b) is to be the primary caregiver of the adopted child during the period of the leave;

shall be entitled to adoption leave. The employee shall apply in writing at least four (4) weeks prior to the day on which the child comes into the employee's care.

23.07 Length of Adoption Leave

Adoption leave shall cover a period of up to nineteen (19) consecutive weeks commencing on the date on which the child comes into the employee's care or becomes available for adoption if the employee is to be the primary caregiver of the adopted child during the period of the leave. During this period, full seniority shall accumulate.

23.08 Parental Leave

Every employee who is a parent of a new born child or a newly adopted child shall be entitled to parental leave of:

- (a) up to thirty-seven (37) weeks, if the employee has taken a standard parental leave or an adoption leave; or
- (b) up to sixty-three (63) weeks, if the employee has taken an extended parental leave.

A parental leave must be taken during the period of:

- (c) twelve (12) weeks preceding the estimated date of birth or the estimated date on which the child is to come into the employee's care, as the case may be; and
- (d) fifty-two (52) weeks following the actual date of birth or the actual date on which the child comes into the employee's care.
- (e) If employee takes the thirty-seven (37) weeks standard parental leave or adoption leave, or the sixty-three (63) weeks extended parental leave, the employee shall take the parental leave consecutive to the maternity leave or adoption leave, as the case may be.

A request for parental leave must be included in the original maternity/adoption leave request.

ARTICLE 24 – PERSONAL LEAVE PROVISIONS

24.01 Annual Paid Personal Leave

Twelve (12) days personal leave per year shall be earned by an employee at the rate of one (1) day for every month an employee is employed.

24.02 Use of Personal Leave

Personal leave may be used:

- (a) For the period of time an employee is absent from work by virtue of being sick or disabled, exposed to a contagious disease, or under examination or treatment of a physician, chiropractor, or dentist or because of an accident for which compensation is not payable under the *Worker's Compensation Act* or any other available insurance plan. For any such leave claim, benefits will be paid up to the employee's

benefit earned to date or one hundred and nineteen (119) calendar days, whichever is less;

- (b) Upon request to the direct supervisor, employees are able to take a minimum of three (3) consecutive hours of paid time off to receive a vaccination, directly related to public health emergency measures, during work hours. More time may be requested if needed and may be allowed if it is warranted to receive the vaccine. This vaccination leave is only applicable to one dose.
- (c) For a maximum of up to eight (8) days each year per employee to attend to the medical needs of a spouse, common-law spouse, parent, or dependent child; and
- (d) For a maximum of up to six (6) days each year per employee to provide care and support to a critically ill or injured child. Additional time will be granted without pay in accordance with the critically ill child care leave provisions in *The Saskatchewan Employment Act*.
- (e) For a maximum of up to eight (8) days each year per employee to attend to the critical illness or injury of an adult family member where critical illness or injury is determined by a duly qualified medical practitioner. Additional time will be granted without pay in accordance with the critically ill adult care provisions in *The Saskatchewan Employment Act*.
- (f) For a maximum of up to five (5) days of each year per employee for the purpose of compassionate care to provide care and support to a family member who is gravely ill and who has a significant risk of death within twenty-six (26) weeks. A family member includes immediate family as well as other relatives and individuals considered to be like family, whether or not related by marriage, common-law partnership. Additional time will be granted without pay in accordance with the compassionate care leave provisions in *The Saskatchewan Employment Act*.
- (g) For a maximum of up to five (5) days in the event of a crime-related child death or disappearance. Additional time will be granted without pay in accordance with the crime-related death or disappearance leave provisions in *The Saskatchewan Employment Act*.
- (h) As paid bereavement leave where an employee shall be granted up to ten (10) regularly scheduled consecutive work days' leave without loss of pay and benefits in the case of death of:
 - (i) spouse or common-law spouse with whom the employee resides;

- (ii) children of the employee;
- (iii) children of the employee's spouse or common-law spouse raised by the employee; or
- (iv) childhood parent or guardian of the employee.

Reasonable travel time may be granted when necessary;

- (i) As paid bereavement leave where an employee shall be granted up to five (5) regularly scheduled consecutive work days' leave without loss of pay and benefits in the case of death of:
 - (i) grandparents, other parents, other children, grandchildren, brothers, sisters or the spouse of the brother or sister;
 - (ii) or that of the employee's spouse or common-law spouse with whom the employee resides.

Reasonable travel time may be granted when necessary;

- (j) As paid pallbearer leave where one (1) day personal leave shall be granted to an employee to attend a funeral as a pallbearer.

It is expressly understood that the allowances set forth in Articles 24.02 (b) and (c) are total allowances in any given year and are not intended to apply on a per incident basis.

24.03 Accumulation of Personal Leave

The unused portion of an employee's personal leave shall accumulate to a maximum of ninety (90) days. Eligible absences under Article 24.02 shall be first charged against the current year's accumulation. Eligible absences under Article 24.02 in excess of the current year's accumulation shall be charged to the employee's personal leave credit standing at the start of the year.

24.04 Notification to Supervisor

Every employee who may be absent from duty on account of sickness, injury or other personal leave, shall notify the immediate supervisor two (2) hours before the employee is scheduled to report to work, and no employee shall be entitled to benefits in respect of sickness, injury or other personal leave prior to such notification unless the delay shall be shown to have been unavoidable and satisfactory evidence of disability is furnished.

24.05 A deduction shall be made from accumulated personal leave of all normal working days (exclusive of holidays) absent for personal leave. Personal leave will be recorded on a quarterly basis. Absences shall be rounded to the nearest 15 minute increment.

24.06 **Proof of Illness**

An employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) consecutive working days, certifying inability to carry out duties due to illness. During a public health emergency, employees are exempt from a medical certificate if an absence due to illness or injury is resulting from a public health emergency.

24.07 **Personal Leave Credits**

- a) When an employee is on a paid personal leave, the employee shall earn personal leave credits as per Article 24.01;
- b) When an employee is on an unpaid personal leave, the employee will not earn personal leave credits.

24.08 When an employee is laid off on account of lack of work for any period of less than twelve (12) months, the employee shall not receive personal leave credits for the period of such absence but shall retain cumulative credit, if any, existing at the time of such lay-off.

24.09 **Personal Leave Records**

Within one (1) month after the close of each calendar year, the employer shall advise each employee in writing of the amount of personal leave accrued to the employee's credit.

24.10 **Credits and Accumulations**

Personal leave credits for newly hired full-time employees will be prorated based on the percentage of work days in the month worked by the employee times the monthly personal leave provision in Article 24.01 rounded to the nearest quarter ($\frac{1}{4}$) day.

ARTICLE 25 – TRAINING AND EDUCATION

25.01 Education Leave

An employee may be approved to a leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade employment qualifications.

25.02 Leave to Attend Employment-Related Seminars and Workshops

Time off with pay may be granted to employees by the employer upon application to attend employment-related seminars, workshops, conventions and conferences.

25.03 (a) Education Allowance

The employer may assist an employee with the cost of a discretionary academic or technical course, conference or event approved by the employer. If an employee's application for approval is denied, the employee shall be given written reasons for the denial. However, when an employee is explicitly required in writing to attend a conference or event, the employer will reimburse the employee for reasonable costs involved.

(b) Educations Plans

All employees shall draft and maintain an education plan that addresses the need to upgrade skills and abilities required in the performance of their duties. Education plans must be mutually agreed to by the employee and supervisor. Upon the completion of a class or module the employee shall create a report indicating the skills and abilities they learned through the education activity and how they have integrated these advanced skills and abilities in the workplace.

ARTICLE 26 – PAYMENT OF WAGES AND ALLOWANCES

26.01 Pay Days

The employer shall pay salaries bi-weekly, with wages being paid by the Friday following each two (2) week period, into a Canadian financial institution.

26.02 Pay on Transfer, Lower Rated Job

When an employee is required by the employer to perform temporarily the duties of lower paid classification or position, the employee shall not suffer any reduction in earnings. When an employee is demoted, the employee's anniversary date shall not change, the rate of pay shall be reduced to the rate of pay in the new classification which is next below the employee's present rate of pay.

26.03 Kilometre Allowance

Use of an employee's vehicle for library business must be approved by the employee's supervisor in advance.

Where an employee's automobile is approved for use for the employer's business, the employee shall be paid the greater of:

(a) the Government of Saskatchewan's Saskatchewan Public Service Commission Ordinary Kilometre Rates that are in effect on the day that the employee's vehicle is used; or

(b) \$5.00 per round trip.

As a condition of employment, the employer shall not require an employee to own an automobile. However, employees shall be required to make travel arrangements, when necessary, as approved by the employer, at the above kilometre rate.

This provision will come into effect on the date this agreement is signed.

26.04 Provision for Meals

An employee on employer-required travel shall be provided with a meal or reimbursed for meals at the following rates:

Breakfast	\$12.00
Dinner	\$18.00
Supper	\$23.00

No receipt will be required but the claim for reimbursement is subject to the conditions prescribed by the Saskatchewan Public Service Commission for meal reimbursement payments.

ARTICLE 27 – JOB CLASSIFICATION AND RECLASSIFICATION

27.01 (a) Job Description

The employer will draw up job descriptions of all positions and classifications for which the union is the bargaining agent. These descriptions will be presented to and discussed with both the employee concerned and the union.

(b) No Elimination of Present Classifications

The existing classifications shall not be eliminated or changed without prior notification to the union. The full-time classifications shall be:

Public Services Clerk
Adults' Program Coordinator
Children's Program Coordinator
Resources Services Clerk
Courier

27.02 Changes in Classification

When the duties or volume of work in any classification are changed or increased, or where the union and/or an employee feels unfairly or incorrectly classified, or when a position not covered in Appendix A is established during the term of the agreement, the rate of pay shall be subject to negotiations between the employer and the union. If the parties are unable to agree on the reclassification and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the position was first filled by an employee or when the position was last changed, whichever was most recent.

ARTICLE 28 – EMPLOYEE BENEFITS

28.01 Workers' Compensation Pay Supplement

All employees shall be covered by the *Workers' Compensation Act*. An employee prevented from performing the employee's regular work with the employer on account of an occupational accident 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 last rate of pay. Pending a settlement of the insurable claim, the employee shall continue to receive the full pay and benefits of this agreement, subject to necessary adjustments. In order to continue receiving regular salary, the employee shall assign the compensation cheques to the

employer. In return, the employer shall indicate the amount received from the Workers' Compensation Board on the employee's Income Tax (T4) form.

28.02 Group Insurance

- (a) **Life Insurance**
The employer shall pay the cost of the premium for a Group Life Insurance Plan that provides the employee with term life insurance of at least two times (2x) the employee's annual salary.
- (b) **Accident & Serious Illness (ASI) Benefit**
The employer shall pay the cost of the premium for an Accident and Serious Illness (ASI) Plan through a contracted insurance carrier with further details available in the employee booklet. The employee booklet will be accessible on the staff portal
- (c) **Long Term Disability Insurance**
The employer and the employee shall each pay fifty percent (50%) of the cost of the premium for a Group Long Term Disability Insurance Plan that provides at least seventy-five percent (75%) of the employee's monthly earnings to an employee who becomes disabled for over one hundred and nineteen (119) calendar days. The employee may be required to meet reasonable medical conditions for full coverage.
- (d) **Employee Assistance Program**
The employer shall pay the cost of the premium for an Employee Assistance Program (EAP).
- (e) **Travel Insurance and Assistance**
The employer shall pay the cost of the premium for a Travel Insurance and Assistance Plan through a contracted insurance carrier with further details available in the employee booklet. The employee booklet will be accessible on the staff portal.

28.03 Private Health Services Plan

The employer shall enroll each employee in the employer's Administrative Services Only Private Health Services Plan (the "ASO Program") to be based on the following terms and conditions:

- (a) Subject to Article 28.03(d) two thousand five hundred dollars (\$2,500.00) per year shall be allocated for each employee to use to reimburse any eligible medical expenses that are included on the Canada Revenue Agency List of allowable medical expenses, for themselves or any dependent as defined by the Canada Revenue

Agency. One half of the annual allocation will be applied on each of the first day of January and the first day of July in each year. Unclaimed balances will be forfeited effective 31 December of each year or within one (1) month of termination of employment, whichever comes first.

- (b) The employer will pay all administration fees for eligible medical reimbursements.
- (c) Employees may withdraw any amount from their allocation that has not been expended on an eligible medical expense; however, the employee will be responsible for withholding taxes and all administration fees associated with such a withdrawal.
- (d) Employees who work seven hundred and eighty (780) or more hours in the previous six (6) months will receive their full benefit amount; employees who work three hundred and ninety (390) hours or more but less than seven hundred and eighty (780) hours in the previous six (6) months will receive half of their benefit amount; and employees who work less than three hundred and ninety (390) hours in the previous six (6) months will not receive any benefit amount. Work time includes holiday, vacation and personal leave for up to one hundred and nineteen (119) calendar days but excludes all other leaves.
- (e) Employees must be in the continuous, active employment of the employer for six (6) months before being eligible for enrollment in the ASO Program. Coverage will take effect on the first day of the month following receipt of a properly completed application form with the initial allocation being pro-rated until a regular enrollment date is reached.
- (f) Employees whose enrollment in the ASO Program has lapsed due to a leave of absence for any reason will not have a six (6) month waiting period and will be enrolled at the next available enrollment date.
- (g) An employee will cease to be covered by the ASO Program on the earliest of:
 - (i) the date the employee's employment terminates;
 - (ii) the date the employee retires; or
 - (iii) the date the employee dies.
- (h) Employees may claim a reimbursement for any eligible medical expense providing the expense was incurred within the previous one year period prior to the date of reimbursement.

28.04 Benefits Committee

A benefits committee will be established to monitor the operation of benefit plans and programs. All participant groups will have representation seat on the committee including a management and a union representative. The benefits committee will meet at least semi-annually.

The benefits committee will review the performance of the Administrative Services Only Program and report on the operation of the program to the participant groups as required.

28.05 All employees shall enroll in the benefit plans of the library subject to the terms and conditions of the group insurance plan and pension plan.

28.06 The employer shall co-operate in ensuring that each full-time employee is provided with the insurer's contact information. The employee may contact the insurer to outline in clear terms the benefits of all employee benefits plans in which the full-time employee is enrolled.

28.07 Employee Medical Leave Management

The employer may engage the services of a third-party disability management service to assist with the management of an employee's medical based leave in excess of five (5) days for a single medical condition. This service will be focused on facilitating the employee's return to productive employment and will provide:

- (a) Third-party ongoing support and follow-up for the employee while they are on leave;
- (b) Third-party medical leave and return to work management support for the employer, disclosing employee information to the employer solely on a need to know basis as provided for under applicable privacy legislation; and
- (c) Providing the employer with assessment reports as may be required by the employer when the employee is receiving personal leave or other salary assistance from the employer while they are on a medical based leave.

Employee participation and cooperation with the third-party disability management provider must be at a level that would be satisfactory to the third-party disability management provider for benefit continuance.

ARTICLE 29 – SAFETY AND HEALTH

29.01 Co-operation on Safety

The union and the employer shall co-operate in improving rules and practices which will provide adequate protection to employees engaged in hazardous work.

29.02 Union-Employer Safety Committee

- (a) An occupational health and safety committee shall be established in each workplace that has ten (10) or more employees.
- (b) The union shall appoint a minimum of one (1) representative to each occupational health and safety committee to represent the staff in that workplace.
- (c) The occupational health and safety committee shall hold four (4) meetings a year and any additional meetings that are 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 all minutes of all committee meetings shall be sent to the employer and the union.

29.03 Safety Measures

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

29.04 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, is unsafe.

ARTICLE 30 – TECHNOLOGICAL AND OTHER CHANGES

30.01 In all cases of technological change the employer will do what is reasonably possible to ensure that no employee will lose employment or suffer disadvantage because of technological change.

30.02 Training Benefits

When new or additional skills are required, affected employees shall be provided the training required to satisfy the tasks for their positions. The

training provided for in this article shall be given during work hours whenever possible. Such training time shall be considered as time worked.

30.03 An employee shall be allowed five (5) months from the introduction of each job component in which to prove the required skills have been acquired. If before the expiry date of this time it appears to management that such employee is incapable of qualifying within the time limit, the employee may be required to assume a position requiring lower skill level, providing always that no employee with greater seniority is displaced by such a move.

30.04 Income Protection

An employee whose job classification is lowered by virtue of technological change shall remain at the employee's pay level at the time of reclassification until such time as the rates for the new classification reach that level.

ARTICLE 31 – JOB SECURITY

31.01 Employment Security

Should an employee become unable to satisfactorily perform the full range of normal duties of their position as specified in their job description, management will meet with the employee and explore whether suitable alternate positions are available or whether there are other options appropriate to the situation. In the event that an alternative position is available, and the employee has the qualifications, skills, and abilities sufficient to perform the duties of that position, the employee will be offered such an opportunity. Such employment shall not displace an employee with more seniority.

31.02 Retirement

When the employee wishes to retire, the employee shall provide written notice to the supervisor at least one (1) month prior to the date of retirement.

31.03 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work in any jobs which are included in the bargaining unit, except in the case of emergency, instruction, experimentation or as working supervisors or as jobs performed by grant employees.

ARTICLE 32 – GENERAL CONDITIONS

32.01 Proper Accommodation

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

32.02 Bulletin Board

The employer shall provide a confidential location for the posting of notifications 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.

32.03 Replacement of Employees on Vacation and Personal Leave

Wherever practicable, employees on personal leave, leave of absence, annual vacation or compassionate leave shall be replaced by another employee.

ARTICLE 33 – PRESENT CONDITIONS AND BENEFITS

33.01 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 proclaimed 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 part of the agreement for negotiation.

ARTICLE 34 – TERM OF AGREEMENT

34.01 Duration

This agreement shall be binding and remain in effect from January 1, 2026 through December 31, 2028. Both parties shall adhere to the terms of this agreement during the collective bargaining.

34.02 Any changes deemed necessary in this agreement may be made by mutual agreement at any time during the existence of this agreement.

34.03 Notice of Change

Either party desiring to propose changes to this agreement shall, between the period of sixty (60) and one hundred and twenty (120) days prior to the termination date, give notice in writing to the other party of its desire to negotiate revisions thereof.

APPENDIX A

SALARY EFFECTIVE JANUARY 1, 2026

Effective: January 1, 2026	Southeast Regional Library In-Scope Salary Scale					
Branch Staff	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Public Services Clerk	19.73 1,479.75 38,473.50	20.44 1,533.00 39,858.00	21.17 1,587.75 41,281.50	21.88 1,641.00 42,666.00		
Adult's / Children's Program Coordinator	24.97 1,872.75 48,691.50	25.93 1,944.75 50,563.50	26.88 2,016.00 52,416.00	27.84 2,088.00 54,288.00	28.78 2,158.50 56,121.00	29.74 2,230.50 57,993.00
Headquarters Staff	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Resources Services Clerk	22.48 1,686.00 43,836.00	23.32 1,749.00 45,474.00	24.15 1,811.25 47,092.50	24.98 1,873.50 48,711.00		
Courier (40 hrs / wk)	22.48 1,798.40 46,758.40	23.32 1,865.60 48,505.60	24.15 1,932.00 50,232.00	24.98 1,998.40 51,958.40		
<p>Note: The top number (hourly rate) is used to calculate salaries for payroll purposes. The middle number (bi-weekly salary) is used for bi-weekly reference purposes. The bottom number (annual salary) is used for annual reference purposes.</p>						

SALARY EFFECTIVE JANUARY 1, 2027

Effective: January 1, 2027	Southeast Regional Library In-Scope Salary Scale					
Branch Staff	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Public Services Clerk	20.12 1,509.00 39,234.00	20.85 1,563.75 40,657.50	21.59 1,619.25 42,100.50	22.32 1,674.00 43,524.00		
Adult's / Children's Program Coordinator	25.47 1,910.25 49,666.50	26.45 1,983.75 51,577.50	27.42 2,056.50 53,469.00	28.40 2,130.00 55,380.00	29.36 2,202.00 57,252.00	30.33 2,274.75 59,143.50
Headquarters Staff	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Resources Services Clerk	22.93 1,719.75 44,713.50	23.79 1,784.25 46,390.50	24.63 1,847.25 48,028.50	25.48 1,911.00 49,686.00		
Courier (40 hrs / wk)	22.93 1,834.40 47,694.40	23.79 1,903.20 49,483.20	24.63 1,970.40 51,230.40	25.48 2,038.40 52,998.40		

Note: The top number (hourly rate) is used to calculate salaries for payroll purposes.
 The middle number (bi-weekly salary) is used for bi-weekly reference purposes.
 The bottom number (annual salary) is used for annual reference purposes.

SALARY EFFECTIVE JANUARY 1, 2028

Effective: January 1, 2028	Southeast Regional Library In-Scope Salary Scale					
Branch Staff	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Public Services Clerk	20.52	21.27	22.02	22.77		
	1,539.00	1,595.25	1,651.50	1,707.75		
	40,014.00	41,476.50	42,939.00	44,401.50		
Adult's / Children's Program Coordinator	25.98	26.98	27.97	28.97	29.95	30.94
	1,948.50	2,023.50	2,097.75	2,172.75	2,246.25	2,320.50
	50,661.00	52,611.00	54,541.50	56,491.50	58,402.50	60,333.00
Headquarters Staff	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Resources Services Clerk	23.39	24.27	25.12	25.99		
	1,754.25	1,820.25	1,884.00	1,949.25		
	45,610.50	47,326.50	48,984.00	50,680.50		
Courier (40 hrs / wk)	23.39	24.27	25.12	25.99		
	1,871.20	1,941.60	2,009.60	2,079.20		
	48,651.20	50,481.60	52,249.60	54,059.20		
<p>Note: The top number (hourly rate) is used to calculate salaries for payroll purposes. The middle number (bi-weekly salary) is used for bi-weekly reference purposes. The bottom number (annual salary) is used for annual reference purposes.</p>						

IN WITNESS WHEREOF the parties have caused this agreement to be executed this

Signed this 3 day of February, 2026.

On behalf of Southeast Regional
Library Board

On behalf of Canadian Union of
Public Employees, Local 2174

Hanna Hartley

Sarah M. La

KARLEI

S. Ring

[Signature]
