

Collective Agreement

between

**Western Manitoba Regional Library
(hereinafter referred to as the Employer)**

of the first part

and

**The Manitoba Government and General Employees'
Union
(hereinafter referred to as the Union)**

Witnesseth: The parties of this Agreement agree as follows:

This Agreement made and entered into this day of 2009

January 1, 2009 - December 31, 2011

Table of Contents

Article 1 Purpose	1
Article 2 Definitions	1
Article 3 Application of Agreement.....	2
Article 4 Management Rights	3
Article 5 Labour Management Committee.....	3
Article 6 Union Business	3
Article 7 Union Security	4
Article 8 Rights of Stewards.....	5
Article 9 Performance Appraisal	5
Article 10 Incremental Increase	5
Article 11 No Discrimination	5
Article 12 Duration of Agreement/Notice for Collective Bargaining	6
Article 13 Part-time Employees.....	7
Article 14 Hours of Work	7
Article 15 Overtime.....	7
Article 16 Sick Leave.....	8
Article 17 Workers Compensation	9
Article 18 Bereavement Leave	10
Article 19 Parenting Leave	10
Article 20 Grievance Procedure.....	12
Article 21 Grievance/Arbitration Procedure.....	14
Article 22 Inclement Weather	16
Article 23 General Provisions.....	16
Article 24 Holidays	17
Article 25 Vacations	19
Article 26 Employee Benefits	21
Article 27 Workplace Safety and Health Committee	21
Article 28 Technological Change	22
Article 29 Classification Changes	22
Article 30 Vacancies, New Positions, Promotions and Transfers	23
Article 31 Layoff and Recall.....	24
Article 32 Disciplinary Action	24

Article 33 Seniority	25
Article 34 Probation	27
Article 35 Use of Personal Vehicle	27
Letter of Understanding - Arbitrators	27
Letter of - Understanding - Parking	28
Schedule "A"	29

*All changes appear in **bold**.

Alphabetical Table of Contents

Article 3	Application of Agreement	2
Article 18	Bereavement Leave	9
Article 29	Classification Changes	20
Article 2	Definitions	1
Article 32	Disciplinary Action	22
Article 12	Duration of Agreement/Notice for Collective Bargaining	6
Article 26	Employee Benefits	19
Article 23	General Provisions	15
Article 20	Grievance Procedure	11
Article 21	Grievance/Arbitration Procedure	13
Article 24	Holidays	15
Article 14	Hours of Work	6
Article 22	Inclement Weather	14
Article 10	Incremental Increase	5
Article 5	Labour Management Committee	3
Article 31	Layoff and Recall	21
Article 4	Management Rights	2
Article 11	No Discrimination	5
Article 15	Overtime	7
Article 19	Parenting Leave	9
Article 13	Part-time Employees	6
Article 9	Performance Appraisal	5
Article 34	Probation	24
Article 1	Purpose	1
Article 8	Rights of Stewards	4
Article 33	Seniority	23

Article 16 Sick Leave 7

Article 28 Technological Change20

Article 6 Union Business3

Article 7 Union Security4

Article 35 Use of Personal Vehicle24

Article 30 Vacancies, New Positions, Promotions and Transfers.....20

Article 25 Vacation..... 17

Article 17 Workers Compensation8

Article 27 Workplace Safety and Health Committee19

Letter of Understanding – Arbitrators27

Letter of Understanding – Parking28

Schedule “A”26

*All changes appear in **bold**.

Article 1 Purpose

1:01 The purpose of this Agreement is to promote cooperation and understanding and to establish a mutually agreeable relationship between the Employer, and the employees, and the Union; and further, the purpose herein is to provide a mechanism for prompt and equitable disposition of differences and grievances between the parties and to provide mutually agreeable wages, hours of work, benefits, and working conditions for employees covered by this Agreement, and for the future renewal and revision of this Agreement.

Article 2 Definitions

2:01 "AGREEMENT" means this Collective Agreement between the parties hereto.

2:02 "CLASSIFICATION(S)" shall mean Library Assistant 1, Library Assistant 2, Library Assistant 3, Student Assistant, and Clerical Assistant.

2:03 "DEMOTION" means a change of employment for disciplinary reasons from one position to another having a lower maximum salary.

2:04 "DISMISSAL" means the removal, for disciplinary reasons, from a position of employment for just cause.

2:05 "EMPLOYEE" means any person employed at Western Manitoba Regional Library within the scope of this Agreement.

2:06 "EMPLOYER" means Western Manitoba Regional Library, as represented by the Chief Librarian or designate.

2:07 "LAYOFF" means to temporarily remove an employee from a position subject to the terms of this Agreement, or a permanent reduction in the employee(s) regular hours of work.

2:08 "OVERTIME" shall mean overtime authorized by the Employer or designate and where the term "overtime" is used in this Agreement, it shall mean "authorized overtime".

2:09 "PART-TIME" means an employee who normally works less than the full normal monthly hours, and whose work follows an ongoing schedule of work on a regular and recurring basis, and is designated by the Employer as part-time.

2:10 "POSITION" means a position of employment in the bargaining unit covered by this Agreement.

2:11 "PROMOTION" means a permanent change of employment from one position to another having a higher maximum salary.

2:12 "TRANSFER" means the permanent transfer of an employee from one position to another position having the same maximum rate of pay.

- 2:13** “UNION” means the Manitoba Government and General Employees’ Union.
- 2:14** “CASUAL EMPLOYEES” means an employee who is employed on an irregular basis or does not follow an ongoing predetermined schedule of work on a regular and recurring basis **or who is employed to obtain training for future casual employment.** A casual employee is not covered by this agreement. (Qualified part-time employees in that work location shall be given first opportunity to work casual hours if Library operations permit.)
- 2:15** “GRANT EMPLOYEE” means a person who is hired to work on a specific project until the completion of that project or for a specific period of time as determined by the grant from a third party. Grant monies shall not be used to displace employees covered by this Agreement nor shall such monies be used to create redundancy of positions in the bargaining unit. A grant employee is not included in this Agreement.
- 2:16** Wherever the singular and masculine are used in this Agreement the same shall be construed as meaning the plural or the feminine or the neuter where the context so admits or requires and the converse shall hold as applicable.
- 2:17** “TERM EMPLOYEE” means a full-time or part-time employee hired for a specific period of time not to exceed one (1) year: all terms will be specified as being from a known date at the time of hiring. Term employees shall not be hired when there is a part-time employee available, and qualified, that can work the term position.
- 2:18** “SUPERVISOR” means a person designated by the Employer to represent the interests of the Employer.
- 2:19** “TERMINATION” means the permanent separation of an employee from a position of employment.
- 2:20** “TERM POSITION” means a position created for a specific time period or the completion of a specific job/project or until the occurrence of a specified event to a maximum duration of one (1) year. This period may be extended if the Employer so requests and the Union agrees.

Article 3 Application of Agreement

- 3:01** The Employer recognizes the Union, per Manitoba Labour Board Certificate No. MLB 5488, except for the secretary at the Brandon location, the Branch Supervisor(s), and those excluded by the Act, as the sole and exclusive bargaining agent for those employees who are employed under this Agreement and as set forth under Schedule “A”.

Article 4 Management Rights

- 4:01** All functions, rights, personnel pay practices, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained exclusively by the Employer including, without limiting the generality of the foregoing, the right to make, enforce and revise from time to time rules, regulations, practices, procedures and policies to be observed by the employees, which rules, regulations, practices, procedures and policies shall not be inconsistent with this Agreement.
- 4:02** In administering this Collective Agreement, the Employer shall act reasonably, fairly, in good faith, and in a manner consistent with the Agreement as a whole.

Article 5 Labour Management Committee

- 5:01** The parties hereto agree to a joint committee being established to deal with such matters of mutual concern as may arise from time to time at Western Manitoba Regional Library.
- 5:02** The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supercede the activities of any other Committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee may make recommendation to the Union and the Employer with respect to its discussions and conclusions.
- 5:03** The above mentioned Committee shall consist of two (2) employee representatives and two (2) management representatives.

Article 6 Union Business

- 6:01** Leave of absence to attend to Union Business may be granted to employees under the following conditions:
- (a) Requests shall be made in writing by the Union by providing the employee with a letter of request. The employee shall submit the letter to the Employer for approval.
 - (b) Requests for leave shall be made with reasonable advance notice but not less than three (3) working days. Where special or unusual circumstances prevent compliance with the three (3) working days notice, the request shall be considered and shall not be unreasonably denied.

- (c) Where such leaves of absence have been granted, the Union shall reimburse the Employer one hundred percent (100%) of the wages paid to such employees during the approved absence.

- 6:02** For time spent with the Employer representatives during negotiations to revise and/or renew this Agreement, the Union will be permitted to have two (2) employees present at each bargaining session on a one hundred percent (100%) wage recovery basis paid to the Employer.
- 6:03** Union staff members shall not visit employees at their place of work unless prior approval has been obtained from the employee's supervisor.
- 6:04** Employees who are elected representatives of the Union and who attend jointly convened meetings with the Employer during regular hours of work, shall be paid their normal remuneration while in attendance at such meetings.
- 6:05** The Employer agrees to allow the Union use of space on existing bulletin boards for the purpose of posting official Union information relating to Union affairs, meetings and social events provided the information does not contain anything that is adverse to the interests of the Employer.

Article 7 Union Security

- 7:01** The Employer agrees to deduct, from each employee, the amount of regular bi-weekly dues payable to the Union and shall remit these dues to the known headquarters of the Union at the end of every second bi-weekly pay period. Dues shall be deducted from new employees during the first full bi-weekly pay period after becoming covered by the terms of this Agreement.
- 7:02** The Union shall notify the Employer, at least two (2) full bi-weekly periods in advance, of any changes to the amount of dues to be deducted.
- 7:03** The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of Article :01.
- 7:04** The Employer shall provide the Union, in writing, not less than ninety (90) days preceding the expiry date of this Agreement, the name, classification and rate of pay for each employee covered by this Agreement.
- 7:05** The Employer shall, on the employee's annual T4 form, report all Union dues submitted to the Union on the employee's behalf.
- 7:06** The Union will provide the Employer with copies of this Agreement to enable the Employer to provide a copy of the Agreement to each new employee on or before the employee's commencement of employment.

Article 8 Rights of Stewards

- 8:01** "STEWARD" means an employee elected or appointed by the Union who is authorized to represent the Union, an employee, or both, in the handling of grievances or matters pertaining to this Agreement.
- 8:02** The Employer recognizes the Union's right to select Stewards to represent employees.
- 8:03** The Union shall notify the Employer in writing of the names of its Officers and Stewards and the Employer shall be required to recognize only these Officers and Stewards of who it has notice.
- 8:04** Stewards and employees shall not conduct Union business during their working time.

Article 9 Performance Appraisal

- 9:01** Where a formal assessment of employee's performance is made, the employee concerned shall be given an opportunity to sign the assessment form upon its completion to indicate that its contents have been read. The employee shall have the right to place his or her own comments on the form where such space is provided or to append his or her comments to the form where no space is provided. An employee shall, upon request, receive a copy of the assessment at the time of signing.

Article 10 Incremental Increase

- 10:01** The anniversary date for the purpose of increments of a full-time employee is date of hire.
- 10:02** A part-time employee who is not at the maximum for her position, is eligible to be moved one increment forward on the salary scale upon completion of one thousand nine hundred and fifty (1950) paid hours of work since her last increment.

Article 11 No Discrimination

- 11:01** There shall be no discrimination, harassment, coercion or interference practiced with respect to any employee by reason of age, sex, marital status, sexual orientation, race, creed, colour, ethnic or national origin, political or religious affiliation or membership or non-membership in the Union or activities in the Union except as permitted by the Manitoba Human Rights Code.

- 11:02** Where an employee is of the opinion that he/she is being treated in a manner contrary to the Respectful Workplace Policy, the employee may forward a written complaint directly to the Employer. The complaint shall be marked “Personal and Confidential”.
- 11:03** The Employer or designate will endeavour to resolve the matter in an expeditious and confidential manner.
- 11:04** The alleged offender shall be entitled to notice of the complaint and shall be given the opportunity to respond to the complaint.
- 11:05** The Employer or designate, after investigating the complaint, shall have the authority to:
- (a) dismiss the complaint, or
 - (b) determine the appropriate discipline, up to and including dismissal of the employee, and/or
 - (c) take any action, which in his or her opinion, may be necessary.
- 11:06** Where the Employer or designate determines that a complaint has been made for frivolous or vindictive reasons, he or she shall have the authority to:
- (a) take disciplinary action against the complainant, up to and including dismissal of that employee, and/or
 - (b) take any action against the complainant, which in the Employer’s opinion, may be necessary.

Article 12 Duration of Agreement/Notice for Collective Bargaining

- 12:01** This agreement shall become effective from **January 1, 2009** and shall remain in effect up to and including **December 31st, 2011** and shall remain in force and effect from year to year thereafter unless written notice to negotiate a renewal, or revision notice is given by either party at least forty-five (45) days prior to, but not more than ninety (90) days prior to the expiry date hereof. During the period required to negotiate a renewal, or revision of this Agreement, this Agreement will remain in full force and effect without change.
- 12:02** Where notice for revision of this Agreement is given under Section 12:01, the party giving notice agrees to deliver to the other their written proposal for the revision of this Agreement at least thirty (30) days prior to the expiry date of the Agreement. The parties shall, within twenty (20) working days following receipt of the specific proposals for revision of the Agreement, commence collective bargaining. These time limits may be changed by mutual agreement between the parties hereto.

- 12:03** Except for Schedule "A" any newly amended clauses/articles contained in this agreement are effective on the date of signing.

Article 13 Part-time Employees

- 13:01** Sick leave entitlements shall be calculated on a pro-rata basis, based on hours worked, for all part-time employees.
- 13:02** A part-time employee in that work location shall be offered any full-time term position prior to the Employer hiring a term employee, provided however, that the employee(s) in that work location have the required qualifications and ability to do the job.
- 13:03** At the conclusion of the term, the employee occupying the term position shall be returned to their former position.
- 13:04** An employee in a term position may, at the Employer's option, be required to complete the term before being considered for other term positions.

Article 14 Hours of Work

- 14:01** The hours of work for full-time employees covered by this Agreement shall be thirty-seven and one-half (37 ½) hours per week.
- 14:02** Normal daily hours for those working thirty-seven and one-half (37 ½) hours per week shall be seven point five (7.5) hours. These hours are exclusive of meal breaks.
- 14:03** Any variations to a work day or work week, other than those described in this Article, shall only be instituted with the mutual consent of the parties to this Agreement.
- 14:04** Employees shall be entitled to two (2) rest periods of fifteen (15) minutes each per working day provided they work at least six (6) hours. Employees who work less than six (6) hours shall be entitled to one (1) rest period of fifteen (15) minutes provided they work a three and one-half (3 ½) hour shift.
- 14:05** An employee shall be assigned shifts a maximum of five (5) days per week.

Article 15 Overtime

- 15:01** A supervisor may require employees to work overtime.
- 15:02** An employee shall be paid at one and one-half times (1 ½) her hourly rate for all hours worked in excess of seven and one-half (7 ½) hours per day.

15:03 An employee shall be paid at one and one-half times (1 ½) her hourly rate for all hours worked in excess of thirty-seven and one-half (37 ½) hours per week.

Article 16 Sick Leave

16:01 An employee shall be entitled to sick leave without loss of pay where the employee is unable to be at work and perform her regular duties as a result of personal illness or injury.

16:02 The sick leave to which an employee is entitled shall accumulate at the rate of one and one-half (1 ½) days per month and unused sick leave credits may accumulate by that amount each month up to a maximum of seventy-five (75) days.

16:03 Upon completion of a two (2) month waiting period, a newly hired employee shall be entitled to accumulate sick leave credits as outlined in this Article.

16:04 Sick leave shall not accumulate while an employee is:

- (a) absent without leave,
- (b) absent on a leave of absence without pay for one (1) week or more,
- (c) laid off, or
- (d) absent on sick leave and/or Workers Compensation.

16:05 Where an employee is to be absent on sick leave, she shall notify her immediate supervisor, as soon as possible but at least one (1) hour prior to the start of her shift, to facilitate arranging for relief coverage.

16:06 An employee who is absent because of sickness, may be required to furnish the Employer with a medical report certifying that the employee is unable to be present at work because of illness or injury. Where an employee fails to furnish such medical report, she shall not be paid for the period of absence. Where the Employer requires a medical report the Employer will pay the cost of that report.

The Union, and the employees recognize their obligation to facilitate the work of the Employer and schedule their personal affairs so as to have a minimal effect on the Employer's business.

The Employer shall allow accumulated sick leave to be paid to the employees who require leave for medically necessary tests or appointments provided that:

- (a) the tests or appointments are ordered by the employee's physician who deems them medically necessary arising out of a medical condition or potential medical condition;

- (b) the employee has taken responsible steps to schedule that medical testing or appointment outside of the employee's normal hours of work, or where that is not possible, at the commencement or at the end of the shift in order to minimize interference with the employer's operations;
- (c) the employee has informed the Employer of the need for the test or appointment as soon as reasonably possible following the employee becoming aware of the need for the test or appointment, and has provided written documentation from their physician when requested by the Employer;
- (d) the Employer and the employees have not otherwise been able to accommodate the scheduling of the medical test or appointment required by the employee.

- 16:07** If a paid holiday falls on a day on which an employee is receiving sick leave benefits, such day shall be paid as a holiday and not deducted from the employee's sick leave credits.
- 16:08** The Employer will maintain a list of unused sick leave credits and make same available to employees upon request.
- 16:09** At the Employer's discretion, employees will be allowed to use five (5) days per year of accumulated sick leave for illness in the immediate family. The exercise of discretion by the Employer is non-grievable. Immediate family shall be defined in Article 18:01(b) - Compassionate Leave. Proof of illness may be required.
- 16:10** Part-time employees shall accumulate sick leave at the rate of eleven and one-quarter (11.25) hours for each one hundred and fifty (150) hours worked up to a maximum of five hundred and sixty two point five (562.5) hours.
- 16:11** Part-time employees will begin accumulating sick leave, effective January 1st, 2000.

Article 17 Workers Compensation

- 17:01** An employee is eligible to apply for Workers Compensation if injured on the job.
- 17:02** Where an employee is absent due to injuries or disabilities for which compensation is paid under the Workers Compensation Act, vacation leave shall accumulate as if the employee were not absent, but the extent of such accumulation shall not continue beyond twelve (12) consecutive calendar months from the date the injury or disability occurred.
- 17:03** When an employee is injured on the job and is required to leave for medical treatment and/or is sent home by management due to the injury, the employee shall incur no loss in regular pay and benefits for the day on which the accident or injury occurs.

- 17:04** Transportation on the day of the accident to the nearest physician or hospital for employees requiring immediate medical care as a result of an on-the-job accident, shall be provided by or at the expense of the Employer if it is not covered by a medical plan.

Article 18 Bereavement Leave

- 18:01** (a) An employee shall be entitled to five (5) working days leave, in the immediate time surrounding the period of bereavement without loss of regular pay in the event of the death of a member of that employee's immediate family.
- (b) "Immediate Family" means father, mother, spouse, designated partner, children, or ward of the employee, or relative permanently residing in the employee's household or with whom the employee resides.
- (c) "Designated Partner" means a person of the same or opposite sex with whom an employee has cohabited in a marriage-like relationship for a continuous period of twelve (12) months or more, and who for a period of twelve (12) months or more, has been so designated by the employee in a notation made on the employee's personnel file.
- 18:02** An employee shall be entitled to three (3) working days leave in the immediate time surrounding the period of bereavement, without loss of regular pay in the event of the death of an employee's brother, sister, daughter-in-law, son-in-law, sister-in-law, brother-in-law, mother-in-law, father-in-law, grandparent or grandchild.
- 18:03** **An employee on sick leave who is eligible for bereavement leave shall be granted bereavement leave in accordance with 18:01 or 18:02 and have sick leave re-credited to sick leave entitlements.**

Article 19 Parenting Leave

Employees will be eligible to receive maternity and/or parental leave without pay in accordance with the provisions of the Employment Standards Code as follows:

19:01 Maternity Leave

Every employee who:

- (a) has completed seven (7) continuous months of employment;
- (b) submits to the Employer an application in writing for leave under this section at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave;

- (c) provides her Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery;
- (d) a period, not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in clause (c); or
- (e) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in clause (c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
- (f) an additional leave of absence without pay to be inclusive of parental leave, for a combined period of up to fifty-four (54) weeks, may be granted by the Employer;
- (g) an employee who wishes to resume her employment on the expiration of leave granted to her in accordance with this section shall be reinstated by her Employer in the position occupied by her at the time such leave commenced or if that position does not exist to a comparable position with not less than the same wage and benefits;
- (h) Ending leave early - an employee may end her maternity leave earlier than the day set out in this clause by giving her Employer written notice at least one pay period, before the day she wishes to end the leave.
- (i) for the purpose of calculating pension and other benefits of an employee to whom leave is granted in accordance with this section, employment after the termination of that leave shall be deemed to be continuous with employment before the commencement of that leave.

19:02 Parental Leave

- (a) In order to qualify for parental leave, an employee must:
 - (i) be the natural mother of a child; or
 - (ii) be the natural father of a child or he must assume actual care and custody of his newborn child; or
 - (iii) adopt a child under the law of the province; and
 - (iv) have completed seven (7) continuous months of employment; and
 - (v) submit to the Employer an application in writing for parental leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence such leave.

- (b) an employee who qualifies for parental leave is entitled to, and shall be granted, parental leave consisting of a continuous period of up to thirty-seven (37) weeks;
- (c) parental leave must commence no later than the first anniversary date of the birth or adoption of the child or of the date on which the child comes into the actual care and custody of the employee;
- (d) where an employee intends to take parental leave in addition to maternity leave, the employee must commence the parental leave immediately on expiration of the maternity leave without a return to work after the expiration of the maternity leave and before the commencement of the parental leave, unless the employee and the Employer otherwise agree;
- (e) a leave of absence without pay, for a combined period of up to fifty-four (54) weeks may be granted by the Employer;
- (f) an employee who wishes to resume employment on the expiration of leave granted in accordance with this section shall be reinstated by the Employer in the position occupied by the employee at the time such leave commenced or if that position does not exist then to a comparable position with not less than the same wages and benefits.
- (g) Ending leave early - An employee may end his or her parental leave earlier than the day set out by this agreement by giving the Employer written notice of at least one pay period before the day the employee wishes to end the leave.
- (h) For the purpose of calculating pension and other benefits of an employee to whom leave is granted in accordance with this section, employment after the termination of that leave shall be deemed to be continuous with employment before the commencement of that leave.

19:03 The Employer may require an employee to take a medical examination at the Employer's expense prior to returning to work from maternity leave to establish that her health will permit her to return.

Article 20 Grievance Procedure

20:01 The parties to this Agreement recognize the desirability for resolution of grievances through an orderly process without stoppage of work or refusal to perform work.

20:02 It is mutually agreed that an effort shall be made to resolve complaints through discussion before a written grievance is initiated. The aggrieved employee shall have the right to have his steward present at such a discussion. When a grievance cannot be presented in person at any step, it will be transmitted by registered mail.

20:03 A grievance is defined as a complaint in writing concerning:

- (a) the application, interpretation or alleged violation of this Agreement or a signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties, or
- (b) the dismissal, suspension, disciplinary demotion, written reprimand of an employee.

20:04 (a) Where either party to this Agreement disputes the general application, interpretation or alleged violation of this Agreement, either party may initiate a policy grievance. Such grievances initiated by the Union shall be made to the Chief Librarian, and such grievances initiated by the Employer shall be made to the President of the Union, or his designate and in either case shall be within fourteen (14) calendar days from the date of the action giving rise to the grievance.

A grievance filed by the Union may only be referred to arbitration with the consent of the Union.

- (b) Where the parties fail to resolve a grievance under :04(a), either party may refer the grievance to the Arbitration step of the Grievance Procedure.

20:05 Whenever possible, the grievance shall be presented on an Official Grievance Form. The written description of the nature of the grievance and the redress requested shall be sufficiently clear and if the grievance relates to an Article of the Agreement, such Article shall be so stated in the grievance. Except for a Union policy grievance, the grievance must be signed by the employee. A grievance shall not be invalid if it is not written on the Official Grievance Form or for failure to quote the Article in dispute. The grievance may be clarified at any step providing its substance is not changed.

20:06 An employee has the right to representation by a Union steward at any step of the Grievance Procedure:

- (a) Step 1

Within fifteen (15) calendar days after the date upon which the employee was notified orally or in writing of the action or circumstances giving rise to the grievance, the employee and the Union shall present the grievance with the redress requested to his supervisor or person designated by the Chief Librarian,

who shall issue a decision in writing to the employee and to the Union within ten (10) calendar days.

(b) Step 2

If the grievance is not resolved satisfactorily at Step 1, the Union shall notify the Chief Librarian of its desire to proceed to Step 2 within ten (10) calendar days of the receipt of the decision at Step 1. The Chief Librarian or designate, within ten (10) days, will hold a hearing to discuss the grievance with the grievor before giving a decision on the grievance. The Chief Librarian shall issue a decision in writing to the employee and to the Union within ten (10) calendar days after holding a hearing to discuss the grievance with the grievor.

(c) Step 3

The aggrieved employee and the Union shall have the right to submit the decision of the Chief Librarian/designate to a Board of Arbitration.

- 20:07** In the case of a dispute arising from the disciplinary demotion, suspension or dismissal of an employee, the grievance shall initially be presented at Step 2, within fifteen (15) calendar days of the disciplinary demotion, suspension or dismissal.
- 20:08** An employee may only withdraw a grievance by giving written notice to both the Union and the Employer, or abandon her grievance by not processing it within the prescribed time limits.
- 20:09** All time limits, except the time described in Step 1(a), may be extended by mutual consent for an additional period not to exceed fourteen (14) calendar days. Extensions shall not be sought or refused unreasonably.

Article 21 Grievance/Arbitration Procedure

- 21:01** Effective from the date of the signing of the Agreement and restricted to grievances which occurred and were initiated after that date, unresolved grievances or disputes shall be submitted to a Board of Arbitration in accordance with the procedure set forth in this Article. Grievances may be referred to a single Arbitrator if neither of the parties object to the appointment of a single arbitrator.
- 21:02** The procedure for arbitrating grievances shall be the procedure as set forth below:

- (a) Either of the parties shall, within twenty (20) calendar days from the receipt of the decision at Step 2 of the Grievance Procedure, notify the other party in writing of its desire to submit the grievance to arbitration, and said notice shall contain the first party's appointee to the Arbitration Board. A Board of Arbitration shall be without jurisdiction to hear grievances submitted more than twenty (20) calendar days from the receipt of the decision at Step 2 of the Grievance Procedure.
- (b) The party who receives a notice shall, within ten (10) calendar days of receiving the notice, name an appointee to the Arbitration Board and notify the other party in writing of such appointee.
- (c) The two (2) members of the Arbitration Board named by the parties shall, within ten (10) calendar days of the appointment of the second of them, appoint a third member of the Arbitration Board who shall be the Chairperson thereof.
- (d) If the party receiving the notice fails to name an appointee or if the two appointees fail to agree upon a Chairperson within the time limit specified, the appointment shall be made by the Labour Board.
- (e) The Chairperson and one other member are a quorum; but, in the absence of a member, the other members shall not proceed unless the absent member has been given reasonable notice of sitting.
- (f) The Arbitration Board shall hear and determine the difference or allegations and shall issue a decision, which decision shall be final and binding and enforceable upon the parties and upon any employee affected by it.
- (g) The Arbitration Board may summon before it any witnesses and may require them to give evidence on oath, orally or in writing, and to produce such documents and evidence as the Arbitration Board deems requisite to the full investigation and consideration of the matters referred to it.
- (h) Any of the time limits referred to above may be extended by mutual agreement of the parties hereto.
- (i) The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson shall be the decision of the Board.
- (j) The Arbitration Board shall not have the power to add to, subtract from or modify or alter in any way the provision of the Agreement.

- (k) The Chairperson shall expressly confine himself to the precise issue submitted to the Arbitration Board, and shall have no authority to make a decision and/or recommendation on any other issue not so submitted to the Board.

21:03 The expenses incurred in the arbitration of a grievance shall be paid as follows:

- (a) The parties shall each pay one-half ($\frac{1}{2}$) of the fees and expenses of the Arbitrator.
- (b) Each party shall pay the fees and expenses of any witnesses called by that party.
- (c) Each party shall pay the fees and expenses of any counsel appearing on behalf of that party.
- (d) Each party shall pay for their appointed person on a board of arbitration.

21:04 The Employer and the Union agree to establish a list of **three (3)** arbitrators for the duration of this contract. The names of the arbitrators will appear in the attached Letter of Understanding.

Article 22 Inclement Weather

22:01 Staff will receive full salary for all hours scheduled to work in the event of the closure of library facilities due to inclement weather. The Employer has the option of reassigning staff to other facilities in the event of such closure.

Article 23 General Provisions

23:01 Upon the written request of an employee the employee's personnel file shall be made available for her full examination. Such examination shall be in the presence of a representative of the Employer. The employee may, at her option, have a Union representative present. An employee may request a copy of specific documents on the employee's file. This provision shall not be unreasonably requested or denied.

23:02 If an employee dies prior to leaving the employ of the Employer, the Employer shall pay to employee's named beneficiary, or in the absence of a named beneficiary to her estate, all money owing to the employee.

23:03 Any oral or written agreement made with an employee that is inconsistent with this Agreement is null and void.

Article 24 Holidays

24:01 The following general holidays shall be observed for employees:

- | | |
|--------------------|-----------------------|
| (a) New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Christmas Day |
| Canada Day | Louis Riel Day |

And any other day declared by The Province of Manitoba.

- (b) Each full-time employee shall also be eligible for full salary for the following additional days:
- (1) a day has been designated as a floater to be arranged by the Employer in consultation with the employee.
 - (2) August Civic Holiday
 - (3) Easter Monday
 - (4) Boxing Day
- (c) when the Library observes a holiday on a day which a full-time employee is not normally expected to work, the Chief Librarian will arrange with the employee a compensating day off which is mutually satisfactory.
- (d) where such a statutory holiday falls within the annual vacation period of any full-time employee, the employee shall have earned an additional day.
- (e) Where a full-time employee works on one of these additional days, the Chief Librarian will arrange with the employee a compensating day off which is mutually satisfactory.

24:02 Remembrance Day shall be a paid holiday for full-time employees except where it falls on a Sunday. A part-time employee will be paid regular salary if Remembrance Day falls on a day she would have been scheduled to work.

24:03 A full-time employee is entitled to pay for a holiday on which he does not work, provided:

- (a) he did not fail to report for work after having been called to work on the day of the holiday; and

- (b) he did not absent himself from work without the Employer's consent on either the regular working day immediately preceding or following the holiday, unless his absence is by reason of established illness.

24:04 A full-time employee who is entitled to pay for a general holiday as stipulated in 24.01 (a) and is required to work on the holiday when it is not a regular scheduled working day, shall, in addition to the regular holiday pay, be compensated at the overtime rate for all hours worked on the holiday, or at the Employer's option, be granted compensatory leave for such hours worked at the applicable pay.

24:05 Where an employee who has been required to work on holidays, leaves the employ of the Employer, he shall be entitled to receive pay in lieu of that number of days' leave of absence that has not been granted to him to which he is normally eligible under section :04.

24:06 Where a general holiday falls within the vacation period of a full-time employee, one additional working day shall be added to the employee's vacation entitlement in lieu of the general holiday.

24:07 Section :06 shall not apply when Remembrance Day falls on a day the employee would not normally be scheduled to work when occurring during the vacation period of an employee.

24:08 (a) Part-time employees will receive general holidays and general holiday pay consistent with the **following:**

If a paid general holiday falls on the regular working day of a part-time employee, the employee will be paid regular salary for that day if the employee reports for work on their regularly scheduled working day before the general holiday and on the employee's regularly scheduled working day after the holiday, unless the employee is absent due to illness.

Where the wages of a part-time employee for the days referred to in 24.01 (a) vary from day to day, the Employer shall pay the employee an amount that is not less than the average daily wage of the employee, not including any overtime wages, in the 30 days before the general holiday.

(b) Each part-time employee shall also be eligible for wages for the following additional days:

- (i) August Civic Holiday
- (ii) Easter Monday
- (iii) Boxing Day

If the part-time employee works on one (1) of these additional days, the employee will be paid regular wages in the amount of straight time for the time worked, plus, where the wages vary from day to day, the Employer shall pay the employee

an amount that is not less than the average daily wage of the employee, not including any overtime wages, in the thirty (30) days before the additional day.

If the part-time employee does not work on one (1) of these additional days, the employee will be paid regular wages in an amount that is not less than the average daily wage of the employee, not including any overtime wages, in the thirty (30) days before the additional day.

Article 25 Vacations

25:01 Full-time employees shall earn vacation leave credits on the following basis:

one (1) year of service	ten (10) working days vacation
two (2) years of service	twelve (12) working days vacation
three (3) years of service	thirteen (13) working days vacation
four (4) years of service	fourteen (14) working days vacation
five (5) years of service	fifteen (15) working days vacation
six (6) years of service	sixteen (16) working days vacation
seven (7) years of service	seventeen (17) working days vacation
eight (8) years of service	eighteen (18) working days vacation
nine (9) years of service	nineteen (19) working days vacation
ten (10) years of service	twenty (20) working days vacation
eleven (11) year of service	twenty-one (21) working days vacation
twelve (12) years of service	twenty-two (22) working days vacation
thirteen (13) years of service	twenty-three (23) working days vacation
fourteen (14) years of service	twenty-four (24) working days vacation
fifteen (15) years of service	twenty-five (25) working days vacation
sixteen (16) years of service	twenty-six (26) working days vacation
seventeen (17) years of service	twenty-seven (27) working days vacation
eighteen (18) years of service	twenty-eight (28) working days vacation
nineteen (19) years of service	twenty-nine (29) working days vacation
twenty (20) years of service	thirty (30) working days vacation

- 25:02** A regular full-time employee with less than one (1) year's service is eligible for vacation pay on a pro-rata basis.
- 25:03** Part-time employees will receive vacation pay in accordance with The Employment Standards Code **for the first ten (10) years of employment, and after completion of ten (10) years of employment shall receive 8% vacation pay and further after completion of fifteen (15) years of employment shall receive 10% vacation pay.**
- 25:04** Summer vacation leave choices shall be requested in writing by May 1 and the employee will be notified in writing by the Employer by May 15 if such request will be approved. The Employer shall grant time off for vacation purposes without pay to part-time employees based on that employee's vacation entitlements.
- 25:05**
- (a) Vacation leave may be taken only with the consent of the Employer.
 - (b) Except with the consent of the Employer, vacation leave shall commence at the end of the employee's work week and scheduled days off.
 - (c) Vacation leave shall be taken in the vacation year following the vacation year in which it is earned.
 - (d) With the written approval of the Employer, vacation leave may, in exceptional circumstances, be carried forward to the next following year to supplement the vacation period of that year, but in no case will a vacation carry-over be allowed for more than one (1) consecutive year.
- 25:06** Vacation credits accumulate from the date of hire but a probationary employee is not entitled to take vacation.
- 25:07** Vacation pay/entitlement will be paid only after an employee has sufficient vacation time earned to cover the period in question.
- 25:08** Vacation credits shall not accumulate while an employee is:
- (a) absent without leave;
 - (b) absent on a leave of absence without pay for one (1) week or more;
 - (c) absent on Workers Compensation for a period of twelve (12) consecutive calendar months or more; or
 - (d) laid off.
- 25:09** An employee will only be allowed to take three (3) weeks' vacation at any one time.

Article 26 Employee Benefits

- 26:01** The Library board and each participating eligible employee shall make contributions to the Municipal Employees Benefits Board group insurance and pension plan in accordance with the provisions of the master contracts for those benefits on the following basis:
- (a) participation is compulsory for all full-time employees;
 - (b) participation is compulsory for those part-time employees who during two (2) consecutive numerical years have earnings which are at least one-quarter of the yearly Canadian Pension Plan earnings for those years.
- 26:02** The onus is on the employee to confirm that he/she is enrolled in the plan(s). It is further understood that the plans referred to in :01 above are to be administered in accordance with the rules and regulations of the plan or plans obtained by the Employer and that the said plan or plans shall not form part of this Agreement.

Article 27 Workplace Safety and Health Committee

- 27:01** The Employer agrees to a joint Workplace Safety and Health Committee which shall meet quarterly during regular working hours and which shall conduct safety tours of the Employer's operation. The committee shall be comprised of two (2) Union members and two (2) management persons. The full-time Union Representative may also attend these meetings from time to time. Minutes of all meetings that occur shall be kept and a copy shall be given to each member of the committee and, as well, a copy shall be posted on the bulletin board or otherwise be made available for all employees to see. The Union office, Workplace Health and Safety Division, shall also be mailed a copy of these minutes. The chairperson of this committee shall rotate from meeting to meeting to ensure that there is an equal balance of representation in this position between management and the employees.
- 27:02** All employees of the Workplace Safety and Health Committee shall receive the necessary time off with pay when conducting business in accordance with Article :01 above consistent with the Workplace Safety and Health Act.
- 27:03** The Employer shall allow time off with pay for the purpose of allowing members of the bargaining unit who are on the joint Workplace Safety and Health Committee to attend mutually agreed to safety and health seminars, courses or conferences for job improvement. The time and scheduling of this time off is to be mutually agreed upon between the Employer and the employee. The Employer shall not be required to pay lost wages in excess of sixteen (16) hours per committee member from the bargaining unit, per calendar year.

- 27:04** In situations where an employee believes that a safety and/or health hazard exists, the employee shall first report his or her concerns to their supervisor. If corrective action is not taken, then the employee is to report his/her concerns to the joint Workplace Safety and Health Committee. If immediate action to correct the situation is not taken or if the employee is told that corrective action is not necessary but nevertheless continues to believe that the particular work is dangerous, the employee shall be entitled to refuse to perform that particular job function until such time as the issue is resolved. During this time period the employee shall be assigned to perform other job functions that he or she is capable of doing and shall continue to receive full pay even though he or she is refusing to perform that particular job function.
- 27:05** Where an employee wilfully takes unfair advantage of the provisions described in Section :04 for frivolous reasons, the employee may be subject to disciplinary action up to and including suspension or dismissal.

Article 28 Technological Change

- 28:01** In this Agreement “Technological Change” means:
- (a) the introduction by the Employer into the workplace, of equipment or material of a substantially different kind than that previously used by the employee in the operation of the work; and
 - (b) a substantial change in the manner in which the Employer carries on the work, that is directly related to the introduction of that equipment or material.
- 28:02** The provisions of Sections 83 to 86 as contained in the Labour Relations Act are incorporated into this Agreement.

Article 29 Classification Changes

- 29:01** In the event that the Employer establishes or proposes to establish a new in scope classification, or if there is a substantial change in the job content or qualifications of an existing classification falling within the bargaining unit, the Union shall be notified and if the Union disagrees with the proposed rate within thirty (30) days, the parties will commence discussions for the appropriate salary range. In the event of disagreement, the parties shall deal with that issue at the next round of negotiations.
- 29:02** If the salary range of a new or revised in scope classification is adjusted by means of negotiation, unless the parties agree otherwise, such adjustment shall be retroactive to the date the new or revised classification came into effect.

Article 30 Vacancies, New Positions, Promotions and Transfers

- 30:01** When a permanent vacancy occurs or a new position of a permanent nature is created within the bargaining unit, the Employer agrees to post notice of the new position or vacancy for at least seven (7) calendar days prior to filling the vacancy, in order that all members of the bargaining unit shall be aware of the new position or vacancy.
- 30:02** Notice of the permanent vacancy or the newly created permanent position shall contain the nature of the position, qualifications, expected work location and wage rate.
- 30:03** The selection of employees who have applied for the vacant or the new positions shall be on the basis of qualifications, ability, prior work performance and seniority. Where ability, qualifications and work performance are equal, seniority shall be the determining factor.
- 30:04** All employee applicants shall be advised in writing whether they were successful or unsuccessful for the vacancy(s) or new position(s).
- 30:05** Preference in filling vacancies and new positions shall be given to internal applicants where they meet the requirements of :03 above.
- 30:06** (a) All promotions and voluntary transfers are subject to a two (2) month (320 hours) trial period in the case of a full-time position; in the case of a part-time position, equivalent hours.
- (b) Conditional upon satisfactory performance, she shall be declared permanent after the trial period.
- (c) During the trial period, if the applicant proves to be unsatisfactory in the new position or if she wishes to revert voluntarily to her former classification, she shall be returned to her former classification without loss of seniority. The application of this clause is not subject to the Grievance/Arbitration Article.
- (d) An employee who is temporarily appointed to another position on an acting status basis is not considered to be on trial. If the employee is subsequently promoted to that position, the period during which the employee was in acting status does not count towards the employee's trial period.
- 30:07** Where an employee is promoted to a new position, which has a higher salary, he/she shall be paid a salary in her new classification that provides an increase above her former salary.

- 30:08** If any employee voluntarily transfers to a lower or equally paid classification, she shall be paid at the same increment level of the classification.
- 30:09** Employees shall not be eligible to apply for transfer during their probationary/trial period.

Article 31 Layoff and Recall

- 31:01** In the event of a layoff, employees shall receive notice or pay in lieu of such notice as follows:
- (a) two (2) weeks' notice for layoff up to eight (8) weeks,
 - (b) four (4) weeks' notice for layoff of more than eight (8) weeks.
- 31:02** Employees shall be laid off in reverse order of their classification seniority in that work location.
- 31:03** No new employee shall be hired into a classification until those laid off in that classification have been given an opportunity for recall to positions for which they possess qualifications and ability sufficient to perform the required duties.
- 31:04** Laid off employees shall be placed on a recall list and must, in order to be eligible for recall, file their current address with the Employer at the time of layoff and any changes thereafter.
- 31:05** In order for an employee to be eligible for recall, an employee who is laid off must communicate with the Employer within seven (7) calendar days of notice of recall being sent by registered mail to his/her last known recorded address and must be prepared to begin work at a time designated by the Employer except where a laid off employee is required to give notice to another employer, and shall report to work the day after the minimum required notice period with the other employer is given or where the laid off employee fails to report due to sickness as verified by a physician.

Article 32 Disciplinary Action

- 32:01** An employee shall only be disciplined for just cause. Where a person having supervisory authority over an employee believes that disciplinary action of that employee is necessary for just cause he may:
- (a) orally reprimand the employee; or
 - (b) in writing reprimand the employee; or
 - (c) suspend the employee with or without pay; or

(d) recommend dismissal of the employee to the Chief Librarian or designate.

- 32:02** A hearing will be held with an employee prior to making a determination to suspend or dismiss an employee. The employee has the option to have a representative present.
- 32:03** Where a written report dealing with a written reprimand, suspension or dismissal is to be placed on an employee's file, the employee shall be given an opportunity to sign the report indicating it has been read. The employee shall receive a copy of such a report.
- 32:04** An employee may grieve any disciplinary action according to the grievance procedure. Grievances concerning demotion, suspension or dismissal shall be initiated at Step 2 of the grievance procedure.
- 32:05** The person or board to whom a grievance is made may:
- (a) uphold the disciplinary action; or
 - (b) vary the disciplinary action; or
 - (c) determine that no disciplinary action is warranted and remove any document pertaining to the disciplinary action from the employee's file(s).
- 32:06** An employee who is dismissed shall be given two (2) weeks' notice prior to the effective date of dismissal, or shall be provided with two (2) weeks pay in lieu of notice.

Article 33 Seniority

- 33:01** "Seniority" is defined as the length of employment in the bargaining unit since the last date of hire based on hours worked and it shall operate on a classification wide basis. For the purposes of this Agreement there shall be five (5) classifications, namely those of Library Assistant 1, Library Assistant 2, Library Assistant 3, Student Assistant and Clerical Assistant.

33:02 Seniority lists for each classification will be revised annually, on or about April 1st of each year. A copy of each list will be posted on the bulletin board; and a copy of each will be given to the Union. If an employee does not challenge the position of her name on the seniority list within the first five (5) working days from the date the list was posted, provided she is at work when the list is posted, then she shall be deemed to have proper seniority standing. In the event she is not at work, she must object to her seniority standing within four (4) working days from the time she returns to work. The posting shall include a copy of this Article. Seniority of the employee will be established after completion of her probationary period but will be effective from the first day of service.

33:03 An employee shall retain and accrue seniority if she is absent from work because of:

- (a) illness or accident to a maximum of six (6) months;
- (b) vacation or paid holidays; or
- (c) a leave of absence without pay of up to thirty (30) days.

33:04 An employee shall retain but shall not accrue seniority if:

- (a) he/she is absent because of illness or accident over six (6) months but less than twelve (12) months;
- (b) he/she is promoted outside of the bargaining unit and has not completed his trial period;
- (c) he/she is laid off for less than one (1) year; or
- (d) he/she is on a leave of absence in excess of thirty (30) days but less than one (1) year.

33:05 An employee's seniority shall be forfeited and his employment shall be deemed to be terminated and there shall be no obligation to rehire under the following conditions:

- (a) he/she is discharged for just cause and is not reinstated;
- (b) he/she resigns in writing;
- (c) he/she is laid off for a period longer than one (1) year;
- (d) he/she is in receipt of Workers Compensation for a period longer than two (2) years;
- (e) he/she fails to report for duty after notification to his last known address or phone number to do so following a layoff;

- (f) he/she is absent from work due to illness or accident for a period of more than twenty-four (24) months;
- (g) he/she is retired.

Article 34 Probation


- 34:01** Every full-time employee shall be placed on probation for a period of six (6) consecutive months of service from the date on which employment commenced. Approved leaves of absence shall not be considered as a break in the six (6) month probationary period.
- 34:02** Every part-time employee shall be placed on probation for a period of nine hundred (900) hours of service from the date on which employment commenced, or eight (8) months, whichever occurs first.
- 34:03** An employee who is rejected during the initial probation period may grieve the rejection at Step 2 of the grievance procedure within fourteen (14) calendar days from the date the employee received notice of the rejection. The Employer shall hold a hearing to discuss the grievance with the employee and the employee's representative. The decision at Step 2 shall be final for such grievances and shall not be subject to arbitration.
- 34:04** An employee shall not be required to serve a further probation period when:
- (a) the employee is promoted without competition as a result of reclassification of the employee's position;
 - (b) the employee initiates a transfer to a position in the same classification involving similar duties and responsibilities;
 - (c) the Employer initiates the transfer or demotion of an employee from one position to another for any reason.
- 34:05** An employee who is being rejected during the employee's probation period shall be provided with two (2) weeks' notice or payment in lieu thereof.

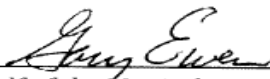
Article 35 Use of Personal Vehicle

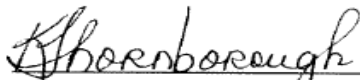
- 35:01** Employees shall not be required to use their vehicles on the Employer's business.

IN WITNESS WHEREOF the undersigned have set their hands for and on behalf of The Manitoba Government and General Employees' Union and for and on behalf of the Western Manitoba Regional Library.

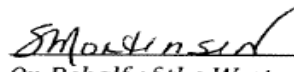
Signed this 13th day of July 2009.


On Behalf of the Western Manitoba
Regional Library


On Behalf of the Manitoba Government
and General Employees' Union


On Behalf of the Western Manitoba
Regional Library


On Behalf of the Manitoba Government
and General Employees' Union


On Behalf of the Western Manitoba
Regional Library


On Behalf of the Manitoba Government
and General Employees' Union

Schedule "A"

	<u>Part-Time</u>				
	Step 1	Step 2	Step 3	Step 4	Step 5
January 1, 2009	\$9.20	\$10.05	\$10.89	\$11.67	\$12.46
July 1, 2009	\$9.30	\$10.15	\$10.99	\$11.79	\$12.59
January 1, 2010	\$9.53	\$10.40	\$11.27	\$12.09	\$12.90
July 1, 2010	\$9.62	\$10.50	\$11.38	\$12.21	\$13.03
January 1, 2011	\$9.85	\$10.77	\$11.67	\$12.51	\$13.36
July 1, 2011	\$9.95	\$10.87	\$11.78	\$12.64	\$13.49

	<u>Full-Time</u>				
	Step 1	Step 2	Step 3	Step 4	Step 5
January 1, 2009	\$12.05	\$12.92	\$13.79	\$14.63	\$15.46
July 1, 2009	\$12.18	\$13.04	\$13.92	\$14.77	\$15.61
January 1, 2010	\$12.49	\$13.37	\$14.27	\$15.14	\$16.00
July 1, 2010	\$12.61	\$13.50	\$14.41	\$15.29	\$16.16
January 1, 2011	\$12.93	\$13.84	\$14.78	\$15.68	\$16.57
July 1, 2011	\$13.06	\$13.98	\$14.92	\$15.83	\$16.73

Letter of Understanding

Re: Arbitrators

The parties agree that those persons named below shall be sole arbitrators in any grievance under this Collective Agreement:


Michael Werier

Grant Mitchell

Robert W. MacNeil

Such persons shall act on a rotational basis, commencing with the person first named. In the event that an arbitrator is not available as required and the parties do not agree to extend the time within which the arbitration must commence, the next arbitrator in the rotation shall be the sole arbitrator.

Signed this 13th day of July 2009.



On behalf of the Western Manitoba
Regional Library



On behalf of the Manitoba Government
& General Employees' Union

Letter of Understanding

Re: Parking

If the Employer plans to change the present practice of providing paid parking for employees in the Brandon branch then the Employer agrees to consult with the Union at least three (3) months prior to such change.

Signed this 13th day of July 2009.



On behalf of the Western Manitoba
Regional Library



On behalf of the Manitoba Government
& General Employees' Union