

# **Collective Agreement**

*Between*

**The Pas Regional Library**

*And*

**The Manitoba Government and General Employees' Union**

**Local 440**

**January 1, 2019 to December 31, 2021**

## Table of Contents

Article 1	Definitions .....	1
Article 2	Recognition and Scope of Bargaining Unit .....	2
Article 3	Application of the Collective Agreement.....	3
Article 4	Duration and Renewal of Agreement .....	3
Article 5	Management Rights.....	3
Article 6	No Discrimination .....	5
Article 7	Union Security.....	6
Article 8	Union Representatives/Stewards and Union Business .....	6
Article 9	Grievance Procedure/Arbitration.....	8
Article 10	Progressive Discipline.....	11
Article 11	Seniority .....	12
Article 12	Recruitment.....	13
Article 13	Probation .....	13
Article 14	Leave of Absence.....	14
Article 15	Bulletin Boards.....	17
Article 16	Hours of Work.....	17
Article 17	General Holidays.....	18
Article 18	Vacation.....	20
Article 19	Absence Due to Sickness or Disability .....	21
Article 20	Family Related Leave.....	23
Article 21	Lay-Off and Recall .....	24
Article 22	No Strikes or Lock-Outs .....	26
Article 23	General Provisions.....	26
Article 24	Health and Safety .....	27
Article 25	Pension Plan, Manitoba Municipal Employees Pension Plan (The “Pension Plan”).....	28
Article 26	Employee Benefits Plan.....	29

**Memorandum of Agreement..... 31**  
    Re: Northern Residents Deductions; Deduction for Travel ..... 31  
**Memorandum of Agreement..... 33**  
    Re: Benefit Carrier..... 33  
**Schedule A - Salary ..... 35**

\*Errors and Omissions excepted.

## Alphabetical Table of Contents

Article 19	Absence Due to Sickness or Disability .....	21
Article 3	Application of the Collective Agreement.....	3
Article 15	Bulletin Boards.....	17
Article 1	Definitions .....	1
Article 4	Duration and Renewal of Agreement .....	3
Article 26	Employee Benefits Plan.....	28
Article 20	Family Related Leave.....	23
Article 17	General Holidays.....	18
Article 23	General Provisions.....	26
Article 9	Grievance Procedure/Arbitration.....	8
Article 24	Health and Safety .....	26
Article 16	Hours of Work.....	17
Article 21	Lay-Off and Recall .....	24
Article 14	Leave of Absence.....	14
Article 5	Management Rights.....	3
Article 6	No Discrimination .....	5
Article 22	No Strikes or Lock-Outs .....	25
Article 25	Pension Plan, Manitoba Municipal Employees Pension Plan (The “Pension Plan”).....	28
Article 13	Probation .....	13
Article 10	Progressive Discipline.....	11
Article 2	Recognition and Scope of Bargaining Unit .....	2
Article 12	Recruitment.....	13
Article 11	Seniority .....	12
Article 8	Union Representatives/Stewards and Union Business .....	6
Article 7	Union Security.....	6
Article 18	Vacation.....	19

**Memorandum of Agreement..... 31**  
**Re: Northern Residents Deductions; Deduction for Travel..... 31**  
**Memorandum of Agreement..... 33**  
    Re: Benefit Carrier..... 33  
**Schedule A Salary..... 35**

\*Errors and Omissions Excepted.

## Article 1 Definitions

- 1:01** “Board” shall mean the Board of Trustees of The Pas Regional Library.
- 1:02** “Employer” shall mean The Pas Regional Library.
- 1:03** “Union” shall mean Manitoba Government and General Employees’ Union (MGEU).
- 1:04** “Employee” means a regular full-time or regular part-time or a term employee employed in a classification listed in Schedule “A” but excluding any employee outside the MLB certification.
- 1:05** “Permanent Full-Time Employee” shall mean an employee normally scheduled to work thirty-seven and one-half (37 ½) hours per week, or such other standard number of hours per week as may be determined by the Employer from time to time provided that they shall not exceed thirty-seven and one-half (37 ½) hours per week (Sunday midnight to Sunday midnight).
- 1:06** “Permanent Part-Time Employee” shall mean an employee normally scheduled to work less than thirty-seven and one-half (37 ½) hours per week or less than the standard number of hours per week permanent full-time employees are normally scheduled to work.
- 1:07** “Term Employee” is an employee who is employed for a specific time period or until completion of a particular project for a maximum duration of six (6) months, but no less than forty-five (45) calendar days, except in the case of replacement for leaves of one year duration. The Employer shall not hire term employees to fill permanent positions other than where an employee in such a permanent position is not at work due to sick leave, holidays, maternity leave, unauthorized or authorized leave of absence. The length of employment must be specified in the letter of hire, with known completion date and such term is extendable in cases of sick leave.

A term employee has all rights under this Agreement.

- 1:08** “Casual Employee” is an employee who is hired to replace an absent employee, or who is called in to supplement staff coverage for emergent or unforeseen circumstances. Casual employees shall not be employed to fill an absence of more than forty-five (45) calendar days at a time. A casual employee, who has not worked for over one hundred and eighty (180) calendar days, may be removed from the casual list.
- 1:09** “Library Page” shall mean an employee who is a student and works part-time for the Employer.
- 1:10** “Leave of Absence” shall mean a written authorization for an employee to be absent from work for a definite period of time, which absence has been approved in advance by the Administrator.
- 1:11** “Representative” means a Steward and/or Staff Representative of the Union.
- 1:12** “Steward” means an employee elected or appointed by the Union who is authorized to represent the Union, an employee or both.
- 1:13** Wherever the singular or feminine gender is used in the Agreement, the same shall be construed as meaning the plural or masculine gender where the context so admits or requires.

## **Article 2 Recognition and Scope of Bargaining Unit**

- 2:01** The Library recognizes the Union, per Manitoba Labour Board Certificate No. MLB-7227 issued the 16th day of May, 2017, as the sole and exclusive bargaining agent for all employees defined in Article 1:04, excepting those excluded by the provisions of Articles 3:02.
- 2:02** The Library recognizes the right of the Union in all matters pertaining to any form of revision of any wage, benefit or work condition contemplated or to be contemplated by this Agreement, and agrees not to enter into separate contracts or agreements with employees, or have employees sign to conditions of employment neither contemplated by nor contained in this Agreement.

### **Article 3 Application of the Collective Agreement**

**3:01** This Agreement shall apply to all employees of the Employer as specified in Manitoba Labour Relations Board Certificate No. MLB-7227.

### **Article 4 Duration and Renewal of Agreement**

**4:01** This Agreement shall be effective as of **January 1, 2019** and shall remain in full force and effect until **December 31, 2021**.

**4:01** Either party may, not less than thirty (30) days or more than ninety (90) days before the termination date of this Agreement, give written notice to the other party of its intention to terminate this Agreement or to negotiate a revision to this Agreement.

**4:02** After either party has given notice of intention (as per Article 4:02) to negotiate a revision to this Agreement, both parties shall simultaneously exchange written proposals forming the basis of revisions to this Agreement within ninety (90) days of the date of notice given in Article 4:02 (or later by mutual written agreement). Negotiation sessions shall commence seven (7) days after exchanging proposals (or earlier or later by mutual written agreement).

**4:03** Within thirty (30) days of receiving notice to bargain, notwithstanding any other provision in this Agreement, the Employer shall furnish in written form to the Union the following, by classification groupings:

- (a) The name of each employee;
- (b) The classification of each employee;
- (c) The current rate of pay of each employee.

### **Article 5 Management Rights**

**5:01** The Union recognizes and agrees that except as specifically abridged or modified by this Agreement, all rights, powers and authority of the Employer

to manage the business in which the Employer is engaged, are retained solely and exclusively by the Employer.

For greater particularity, but without limiting the generality of the foregoing, the Union acknowledges and agrees that the Employer has the sole and exclusive right:

- (a) To plan, direct and control operations;
- (b) To determine operating methods, procedures and means of performing work;
- (c) To determine the products, programs and services to be provided by the Employer and the materials, books and supplies to be purchased and/or processed;
- (d) To direct the working forces and to hire, promote, demote, transfer, assign, classify, lay-off and recall employees;
- (e) To discipline, suspend and discharge employees for just cause;
- (f) To determine the number of employees needed by the Employer at any time, to increase or decrease the work force, to assign work, to determine the hours to be worked, to determine the schedules of work, overtime requirements and the services and duties to be performed;
- (g) To establish new jobs and to alter, consolidate or abolish existing jobs, to determine the number of employees in a classification;
- (h) To make, establish, maintain, revise and enforce rules and regulations to be observed by employees;
- (i) To designate the place of work, and to curtail or cease operations in whole or in part at any time;
- (j) To determine job content, to set volume level or quality of work to be performed, to set standards of performance and to determine the qualifications of employees to perform work.

The parties agree that the foregoing enumeration of management's rights shall not be deemed to exclude other functions not specifically set forth.

- 5:02** In administering this Agreement, the Employer shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.
- 5:03** The Employer agrees to meet with the Union to discuss items of mutual concern when and as required.

### **Article 6 No Discrimination**

- 6:01** The Employer and the Union agree that any employee of the Employer may become a member of the Union if he or she wishes to do so, and may refrain from becoming or remaining a member of the Union if he or she so desires.
- 6:02** The Employer and the Union agree that there shall be no discrimination by either of them or by any of the members of the Union against any employee because of membership or non-membership in the Union and as stated in Section 9:02 of the Human Rights Code:
- (a) Ancestry, including colour and perceived race;
  - (b) Nationality or national origin;
  - (c) Ethnic background or origin;
  - (d) Religion or creed, or religious belief, religious association or religious activity;
  - (e) Age;
  - (f) Sex, including pregnancy, the possibility of pregnancy or circumstances related to pregnancy;
  - (g) Gender determined characteristics or circumstances other than those included in clause (f);
  - (h) Sexual orientation;

- (i) Marital or family status;
- (j) Source of income;
- (k) Political belief, political association or political activity;
- (l) Physical or mental disability or related characteristics or circumstances, including reliance on a dog guide or other animal assistant, a wheelchair, or any other remedial appliance or device.

### **Article 7 Union Security**

- 7:01** Employees covered by this Agreement, whether members of the Union or not, shall pay to the Union, by payroll deduction, an amount equal to the bi-weekly membership dues determined by the Union. For new employees, the payroll deduction of the amount as set out above shall become effective on the first day of the bi-weekly pay period, following the date the employee is covered under the terms of this Agreement.
- 7:02** The Employer shall forward to the Union the amount of the dues deducted under Section :01 above on a bi-weekly basis per each applicable bi-weekly pay period system.
- 7:03** The Employer shall provide the Union on a bi-weekly basis per each applicable bi-weekly pay period system, the names of the employee from whose wages dues have been deducted showing opposite each employee's name, the amount of dues deducted for that employee.
- 7:04** The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this article except for any claim or liability arising out of an error committed by the Employer.

### **Article 8 Union Representatives/Stewards and Union Business**

- 8:01** If an authorized Union representative who is not employed by the Library wants to speak to an employee of the Employer on the Library premises about a grievance, permission shall be obtained from the Administrator or his

or her designate so that appropriate arrangements can be made to carry on normal library business operations. The Employer agrees that such permission shall not be unreasonably withheld.

- 8:02** The Union shall notify the Employer in writing of the name(s) of its shop steward(s).
- 8:03** Upon written request of the Union, the Library may grant leave of absence with pay to employees, except for reasons of operational requirements, for the purpose of performing business of the Union on wage recovery.
- 8:04** A grievor(s) and one employee who is an elected representative and of whom the Library has been notified in accordance with 8:02 and who meet with the Administrator or in her absence, her designate, during the representative's normal working hours on Union and/or Library business shall, unless instructed to return to work, receive the pay they would have earned during that time.
- 8:05** Upon written notice to the Library, time off on the basis of wage recovery shall be granted where possible to one employee designated in advance by written notice from the Union as a member of the Union negotiating team for bargaining sessions that the employee attends for negotiating the Collective Agreement.
- 8:06** The parties hereto agree that such requests for leave or time off pursuant to the foregoing shall not be unreasonably sought or withheld.
- 8:07** The Union agrees to reimburse the Library the wages paid to employees while on wage recovery, on a monthly basis upon receipt of a statement from the Centre as to the amount and for whom wage recovery is claimed by the Centre.
- 8:08** 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 Check Off.

**8:09** The Library shall notify the Union of each new hired employee. The Union Staff Representative or a workplace Steward designated by the Union, shall be allowed fifteen (15) minutes at the orientation session or at a time of mutual convenience shortly thereafter to meet with the new employee(s), review the Agreement, have the membership card signed, and discuss any other further concerns of the Union or employee.

### **Article 9 Grievance Procedure/Arbitration**

**9:01** “Grievance” shall mean a dispute concerning the interpretation, application or alleged violation of the provisions of this Agreement.

**9:02** Grievances properly arising under this Agreement shall be settled in the following manner:

**9:03** **Step 1**

An employee shall, within twenty (20) calendar days immediately following the day of the event or circumstance giving rise to the grievance, attempt to resolve the grievance through discussion with the Administrator. The employee may at his or her option have a shop steward present. The Administrator shall state his or her decision to the employee in writing within five (5) calendar days immediately following the day on which the grievance was first discussed with the Administrator.

**9:04** **Step 2**

If the matter is not satisfactorily settled at Step 1, a written grievance signed by the employee stating the complaint of the employee as it relates to the interpretation, application, or alleged violation of the provisions of the Agreement shall be submitted to the Administrator or his or her designate within seven (7) calendar days after receipt by the employee of the decision of the Administrator at Step 1. The Administrator or his or her designate shall meet with the employee and a representative of the Union to discuss the grievance within seven (7) calendar days after receipt of the written grievance. The Administrator or his or her designate shall, within seven (7) calendar days after such meeting, state his or her decision in writing to the Union.

**9:05**    **Step 3**

If the matter is not satisfactorily settled at Step 2, the written grievance shall be submitted in writing to the Board of the Employer by the Union within seven (7) calendar days after receipt by the Union of the written decision of the Administrator or his or her designate in Step 2. The written grievance shall state the complaint (s) of the Union as it relates to the interpretation, application, or alleged violation of the provisions of the Agreement. The Board or its designate(s) shall meet with the employee, a representative of the Union and the Administrator to discuss the written grievance within fourteen (14) calendar days after receipt of the written grievance in Step 3. The Board or its designate(s) shall state its decision in writing to the Union within fourteen (14) calendar days after the day of the meeting.

**9:06**    If the Employer is alleged to have violated any provisions of this Agreement and such violation directly affects more than one (1) employee and each such employee would be entitled to process a grievance, the Union may initiate a written grievance on behalf of the aggrieved employees. The written grievance shall clearly and specifically state the complaint(s) of the Union as it relates to the interpretation, application, or alleged violation of the provisions of this Agreement. Such group grievance shall be initiated at Step 2 of the grievance procedure within seven (7) calendar days after the day of the event or circumstances giving rise to the group grievance.

**9:07**    A grievance arising directly between the Employer and the Union shall be initiated by either the Employer or the Union at Step 2 of the grievance procedure within five (5) calendar days after the day of the event or circumstance giving rise to such grievance.

**9:08**    In the event an employee claims to have been suspended without just cause, or in the event an employee claims he or she has been discharged without just cause, such employee shall submit a written grievance at Step 2 of the grievance procedure within fifteen (15) calendar days after the day on which he or she was notified by the Employer of his or her suspension or discharge.

**9:09** The time limits set out in the grievance procedure are mandatory but can be extended by mutual written agreement between the Employer and the Union. Any grievance not submitted within the time limits stated nor advanced by the grieving party within any of the time limits specified in Article 6 shall be deemed to have been abandoned and in the event further recourse to the grievance procedure or to arbitration shall be forfeited.

In the event that no answer to a grievance in any step of the grievance procedure is given within the time limits specified, the grieving party shall be entitled to advance the grievance to the next step of the grievance procedure.

**9:10** **Arbitration**

The time limits set out in the arbitration provisions of this Agreement are mandatory but can be extended by mutual written agreement between the Employer and the Union.

**9:11** When a party desires that a grievance be submitted to arbitration, that party shall notify the other party of its desire to submit the matter to arbitration within ten (10) calendar days after the day on which the decision at Step 3 of the grievance procedure was or should have been given. The matter is to be submitted to a single arbitrator mutually agreed upon by the parties.

**9:12** The Arbitrator may within the limits of the law determine his own procedure and shall give full opportunity to all parties to present evidence and to make representations. The Arbitrator shall render his decision within thirty (30) calendar days after the close of the arbitration proceedings.

**9:13** In any arbitration, the written grievance of the aggrieved employee initiated at Step 2 and the written grievance of the employee submitted by the Union to the Board at Step 3 of the grievance procedure (or, in the case of a policy grievance, the written representations of the Union or the Employer at Step 2) and the decision of the Board or its designate(s) at Step 3 of the grievance procedure shall be presented to the Arbitrator.

**9:14** The Arbitrator shall not in any manner whatsoever alter, modify or amend any part of this Agreement, nor shall he have the authority to make any

decisions which are inconsistent with the provisions of the Agreement or which modify, amend or alter any provision of this Agreement. The Arbitrator shall have the authority, within the above limitations and within the law, to dispose of grievances in such manner as he may deem just in the circumstances.

- 9:15** The Employer and the Union shall each pay one-half (1/2) of the fees and expenses of the Arbitrator.
- 9:16** At any stage of the grievance procedure, including arbitration, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses.
- 9:17** The Employer and the Union agree that any dispute arising out of the terms of this Agreement shall be adjusted and settled in accordance with the grievance procedure and the arbitration provisions of this Agreement.

### **Article 10 Progressive Discipline**

- 10:01** The value of progressive discipline, with the aim of being corrective in application is recognized by both parties. Therefore, except in extreme cases, discipline or discharge for cause should be preceded by a documented record of counselling, warnings (oral then written) and suspensions.
- 10:02** A meeting may be held with an employee prior to making a determination to suspend or discipline the employee. The employer shall advise the employee that her conduct is the subject of the meeting.

Employees shall have the right to Union representation at disciplinary meetings, or any meeting which may lead to disciplinary action.

- 10:03** Where disciplinary action has been taken the employee shall be advised in writing of the disciplinary action and the circumstances and actions which made the disciplinary action necessary. The employee shall sign a copy only to acknowledge its receipt and shall retain a copy.

- 10:04** An employee may grieve any disciplinary action according to the grievance procedure. Grievances concerning demotion, suspension or dismissal shall be initiated at Step 3 of the grievance procedure.
- 10:05** 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).
- 10:06** No notice or payment in lieu thereof is required where an employee is dismissed.

No employee shall be penalized twice for the same incident.

### **Article 11 Seniority**

- 11:01** Seniority does not apply to Casual employees.
- 11:02** "Seniority" means the length of service of an employee with the Employer, where such service has not been broken by the termination of the employee.
- 11:03** Seniority shall accumulate for all periods of regular paid time, Workers Compensation, maternity and adoptive parent leaves, parental leave, approved educational leave to a maximum of one (1) year, any sick leave with or without pay, and any approved leaves of absences to a maximum of one (1) year or as may be further agreed, in writing, between the parties.
- 11:04** An employee shall lose all seniority, when the employee resigns, or retires, or is dismissed and not reinstated. The employee shall lose all seniority if he is laid off and not re-employed within twelve (12) months of being laid off.
- 11:05** A Seniority List will be compiled and posted on January 1 of each year reflecting total seniority from the date of hire into a position covered by this

Agreement, a copy of the seniority list will be forwarded to the Union's office in The Pas.

- 11:06** In all cases of promotion, transfer, lay off and recall the employee with the most seniority shall be given first preference provided that the employee has the skill, qualifications and ability to perform the work.

## **Article 12 Recruitment**

- 12:01** When filling vacancies within the bargaining unit the Library shall post an appropriate notice on the bulletin board for at least seven (7) calendar days prior to advertising externally. If a vacancy occurs during a time that an employee is away on an authorized leave of absence the employee shall be considered for the vacancy provided that she has advised the Employer in writing prior to the commencement of the leave that he will be applying for such a vacancy.
- 12:02** Where an internal applicant is selected it shall be on the basis of ability, prior work performance and seniority. Where ability and work performance are equal, seniority shall be the determining factor.
- 12:03** When an employee is promoted to a position with a higher maximum rate of pay, she shall receive a pay step in the new position one (1) step higher than her previous rate but not less than the minimum of the new position.
- 12:04** All new employees shall be furnished with a letter of offer. This letter will indicate start date and rate of pay along with eligible benefits.

## **Article 13 Probation**

- 13:01** All employees shall be on probation for a period of one hundred and twenty (120) calendar days.
- 13:02** During the probationary period, employees shall be entitled to all rights and privileges as set forth in this Agreement.

- 13:03** If the Administrator extends an employee's probation, the employee shall be given a performance evaluation prior to the three (3) months anniversary date and will receive written reasons for the extension. The extension should be no longer than six (6) months in total. The Employer shall offer Union representation.
- 13:04** All extensions of probationary periods can only be done by the Administrator, in writing.
- 13:05** The employee be given permanent employee status based on satisfactory performance by the employee on their probation.
- 13:06** The rejection of an employee on probation shall not be grievable or arbitrable.
- 13:07** **Trial Period of Promotion**  
A successful applicant for a promotion to a new or vacant position shall be entitled to a maximum probation period in the new position of one hundred and twenty (120) calendar days. If the employee does not perform the duties and responsibilities of the new position in a manner acceptable to the Employer or if the employee wishes to revert back to the former position at any time during the one hundred and twenty (120) calendar days, he or she shall be reverted back to the position he or she held prior to the promotion.
- 13:08** The Employer will provide training for employees as the Employer considers necessary and appropriate. Employees are encouraged to notify management regarding training concerns so that appropriate measures may be taken. Information regarding training courses or workshops will be posted.

#### **Article 14 Leave of Absence**

- 14:01** An employee may be granted a leave of absence without pay for personal reasons to a maximum of one hundred and eighty (180) calendar days. In the case of sickness a longer leave of absence without pay may be granted.

Leave without pay may be granted for educational study or advancement in a field or area of interest directly related to the Employer's business, or where mutually agreed upon by the Employer and the employee.

The Employer may refuse or allow, in whole or in part, any request for leave of absence. A leave of absence will not be unreasonably withheld.

An employee may elect to continue benefit coverage while on an unpaid leave of absence and would be responsible for paying both the employee and Employer portion of such benefits.

Each employee shall notify the Employer as soon as reasonably possible prior to the start of his or her scheduled work period if he or she is going to be absent. Consideration shall be given to any reasonable extenuating circumstances which prevented the employee from notifying the Employer of his or her absence prior to the start of his or her scheduled work period.

**14:02** An employee who accepts full-time employment elsewhere during a leave of absence without first advising the Employer and obtaining its written consent shall be deemed to have voluntarily resigned from his or her employment with the Employer.

**14:03 Bereavement Leave**

- (a) An employee shall be granted up to a maximum of five (5) regularly scheduled consecutive work days' leave without loss of pay or benefits in the case of death of a parent, spouse, common-law spouse, brother, sister, child, grandparent, grandchild.
- (b) An employee shall be granted up to a maximum of three (3) regularly scheduled consecutive work days' leave without loss of pay or benefits in the case of death of a mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, niece or nephew or any other relative for whom an employee is required to administer bereavement responsibilities. A relative shall include a person related by marriage, adoption or common-law.

- (c) Provided an employee has not received compassionate leave for the death in question, an employee shall be entitled to compassionate leave up to a maximum of one (1) working day without loss of salary for attending a funeral as a pallbearer or to perform a eulogy.

An employee who is entitled to bereavement leave under (a), (b) and (c) during vacation leave shall be re-credited vacation leave equal to the number of days of compassionate leave utilized. An employee shall not be entitled to receive pay under Section 14:03 for any other period for which he or she received pay under any other clause of this Agreement.

- (d) Where the burial occurs outside of a 250 km radius of The Pas, the employee will be granted up to an additional two (2) paid travel days.
- (e) Where the burial occurs outside of a 500 km radius of The Pas, the employee will be granted up to an additional two (2) paid travel days in addition to those granted in Article 14:03(d).

**14:04** An employee who is summoned for jury duty, or who receives a summons or subpoena to appear as a witness at a legal proceeding other than a proceeding occasioned by the employee's private affairs, shall be granted leave of absence with pay for the required absence, and all jury or witness fees received shall be remitted to the Employer, except reimbursement for out of pocket expenses received by the employee.

**14:05** **Compassionate Leave**

An employee shall be granted up to a maximum of three (3) regularly scheduled consecutive work days' leave per year without loss of pay or benefits to attend to a serious illness of a parent, spouse, common-law spouse, brother, sister, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, niece, or nephew.

### **Article 15 Bulletin Boards**

**15:01** The Employer agrees to provide the Union with bulletin board space in the staff coffee room for the purpose of posting Union notices and official papers. Notices will be in keeping with the spirit and intent of this Agreement.

### **Article 16 Hours of Work**

**16:01** Nothing in this Agreement shall be construed as a guarantee of work or of hours of work per day or per week.

**16:02** Time worked will be calculated and paid in units of one-quarter (1/4) hour.

**16:03** The Employer will post a working schedule for employees for a two (2) week period, two (2) weeks in advance. Shifts scheduled may be changed by mutual agreement in case of unforeseen circumstance.

Employees will be compensated at time and one-half (1 ½) for hours worked beyond eight (8) hours per day and forty (40) hours per week.

**16:04** An employee is entitled to one (1) fifteen (15) minute paid relief break during a shift of three and one-half (3 ½) hours or more. An employee is entitled to two (2) fifteen (15) minute paid relief breaks during a shift of seven (7) hours or more, one break to be taken during each half shift.

An unpaid coffee break or unpaid meal break will be provided whenever an employee works longer than five (5) consecutive hours and the employee requests the break. Lunch breaks will be shown on the work schedule and should be taken at the time scheduled, unless changed by mutual agreement.

The Library Assistant will be paid for a thirty (30) minute supper break provided that only one (1) Library Assistant is on duty later than 5:30 p.m. and that Library Assistant is scheduled to work beyond 7:00 p.m. that evening and provided that the employee is available to supervise the Library as required during the supper break.

**16:05** Responsibility pay of two dollars (\$2.00) per hour will be paid to an employee when he or she is performing Acting Administrator duties. Examples of performing Acting Administrator duties include times when the Administrator is on vacation status, out of town, or when unavailable, or when an employee is otherwise so designated by the Administrator.

**16:06** If the Employer decides to schedule additional hours to be worked, those employees who at the time of such decision are actively employed in the relevant classification shall have the first opportunity to work the additional hours provided that the Employer would be able to cover all of the shifts it wishes to schedule with the number of employees then employed. If more than one (1) such employee expresses an interest in the additional work it shall be assigned on the basis of the criteria specified in Article **11:02**.

**16:07** The Employer shall pay an employee one and one-half (1 ½) times his or her regular rate of pay for all hours worked in excess of eight (8) hours in any one (1) day.

The Employer shall pay an employee one and one-half (1 ½) times his or her regular rate of pay for all hours worked in excess of forty (40) hours in any one (1) week.

All overtime must be authorized in advance by the Employer, or his or her designate otherwise the Employer shall not be obliged to pay for any overtime worked.

The employee shall have the option to “bank” overtime hours at the applicable rate, and shall take those hours as vacation time, at a time mutually agreeable to the Employee and the Employer.

## **Article 17    General Holidays**

**17:01** The following days shall be recognized as general holidays:

New Years Day	Victoria Day	Thanksgiving Day
Louis Riel Day	Canada Day	Remembrance Day
Good Friday	Terry Fox Day	Christmas Day
Easter Monday	Labour Day	Boxing Day

And any other holiday proclaimed by Federal or Provincial Statute.

- 17:02** Each Library Staff who does not work on a general holiday shall be paid for that holiday. General holiday pay is calculated at 5% of the gross wages (not including overtime) in the four (4) week period immediately before the holiday
- 17:03** An employee who is required to work on a general holiday outlined in Article 17:01, shall be paid one and one-half (1 ½) times his or her regular rate of pay for all hours worked on a general holiday plus the amount of money he or she would have received under the provisions of Article 17 had he or she not worked on the general holiday.
- 17:04** If a general holiday outlined in Article 17:01 falls within an employee's vacation that day shall not count towards the vacation credits used for the time period.
- 17:05** An employee who does not work on a general holiday outlined in :01 and who receives pay therefore in accordance with any provision of this Article shall not be entitled to receive pay under any other Article of this Agreement for that day not worked.
- 17:06** If an employee ends his employment before a general holiday there is no entitlement to general holiday pay for that holiday.

If the Employer ends the employment before a general holiday, the employee is still entitled to general holiday pay of 5% of total wages (excluding overtime, but including wages in lieu of notice) for the four-week period immediately before the holiday. The general holiday pay must be paid with the last wages no later than ten (10) days after the employment ended.

**Article 18 Vacation**

**18:01** The Library vacation year is January 1 to December 31 each calendar year.

**18:02** Staff shall be notified of their vacation entitlement by November 1 of each year.

**18:03** The length of vacation granted to each full-time employee and each part-time employee shall be according to his or her length of continuous service with the Employer as of December 31 each year and is as follows:

<u>No. of Years of Continuous Service</u>	<u>Length of Vacation</u>
One (1) year to four (4) years	Three (3) weeks
Five (5) years to nine (9) years	Four (4) weeks
Ten (10) year or more	Five (5) weeks

Note: Those hired throughout the year will have their vacation pro-rated (accrued at 1.75 days per month) eligible to be utilized the following vacation year.

**18:04** An employee whose employment is terminated shall be paid all accrued vacation pay.

**18:05** All vacation requests will be based on seniority up to two (2) weeks of their accrual and must be submitted in writing by December 1 of each year for the following year's accruals. Any requests made after this date will revert to a first come first serve basis.

The rest of the accrual shall be taken upon individual requests made a minimum of 2 weeks in advance of the dates requested on a first come first serve basis.

For example: An employee has four (4) weeks of vacation, they would request two (2) weeks as of December 1 of each calendar year. After that date they may request additional time as outlined above.

The Administrator will notify applicant of the decision and if approved, in a timely manner, including a confirmation of vacation days remaining to Employee.

- 18:06** Each employee shall take his or her vacation within twelve (12) months after the date on which he or she became entitled to it.
- 18:07** Where an Employee cancels their approved vacation (where a replacement has been scheduled) they shall notify the Employer a minimum of 2 weeks' (14 calendar days) notice for scheduling purposes.
- 18:08** Staff may exchange vacation time frames, subject to approval of the Administrator.
- 18:09** By October 1, the Employer and employee shall meet to mutually agree to schedule any remaining vacation accruals, for the current year. If no mutual agreement is made by November 1, the Employer shall schedule the remaining unused vacation.
- 18:10** The employer shall not cancel a vacation once approved.
- 18:11** Where an employee suffers a serious illness or injury while on approved vacation they may request to have the amount of days returned to their vacation bank and replaced with sick leave. Medical documentation will be required.

### **Article 19 Absence Due to Sickness or Disability**

- 19:01** "Sick leave" shall mean the period of time when a permanent full-time or part-time employee who is normally scheduled to work at least eighteen (18) hours per pay period, is permitted to be absent from work with pay, due to being sick.
- 19:02** Sick leave for a permanent full-time employee shall accumulate at the rate of eleven point two-five (11.25) hours per month. The accumulation shall be carried forward from year to year but shall not exceed a maximum of one hundred fifty seven point five-zero (157.50) hours.

Sick leave for a permanent part-time employee (excluding Term Employees and Library Pages) who is normally scheduled to work at least eighteen (18) hours per week, shall accumulate at the rate of one point five (1.5) multiplied by their regular scheduled shifts. Hours will be rounded to the next quarter ( $\frac{1}{4}$ ) hour. The accumulation shall be carried forward from year to year but shall not exceed a maximum of one hundred twenty point seven-five (120.75) hours (highest scheduled shift as calculated below).

Prorated factor examples	PT hours*
	$5.75 \text{ hour shift} \times 1.5 = 8.75 \text{ hours per month}$
	$4 \text{ hour shift} \times 1.5 = 6 \text{ hours per month}$

\*The part time hours would be dependent on the actual hours scheduled.

**19:03** Each “hour” of sick leave taken will be reduced from the sick leave bank.

Examples:

If an employee is scheduled to work seven point five (7.5) hours, he or she will be compensated with seven point five (7.5) hours of sick leave pay.

If an employee is scheduled to work four (4) hours, he or she will be compensated with four (4) hours sick leave pay.

Sick leave may be used to attend medical appointments. Employees will endeavor to schedule medical appointments during non working hours or as close to beginning or end of work day to reduce disruption to the workplace.

**19:04** The Employer may request a medical certificate or sworn statutory declaration by advance notice or any time during or after the period of illness certifying an employee is or was unable to be present at work because of illness. Should the employee fail to provide a medical certificate or sworn statutory declaration acceptable to the Employer within a reasonable amount of time, the employee shall not be paid for the absence. The Employer will reimburse full cost for such certificates.

**19:05** Sick leave benefits will not be paid until sick leave credits have been earned and received.

It is understood that in applying Articles :01 and :05 inclusive that employees who are employed will not be disentitled because they work less than eighteen (18) hours or more per pay-period during the months of July and August provided that the employee does not work less than ten (10) hours per pay-period during July and August.

**19:06** An employee shall not be entitled to receive pay under this Article for any period for which he or she received pay under any other Article of this Agreement.

**19:07** When an employee finds it necessary to go to a specialist and provided he or she is referred by his or her physician, optometrist, dentist or other medical specialist, he or she shall suffer no loss of pay or benefits up to a maximum of two (2) working days per occurrence.

### **Article 20 Family Related Leave**

**20:01** An employee shall be entitled up to five (5) days of leave to request leave with pay when they are required to attend to a family member, in each fiscal year to be granted on the recommendation of the Employer as follows, and charged against the employee's sick leave credits:

- (a) The leave shall be for the purpose of attending to family responsibilities which are real, immediate and unavoidable and which necessitate the employee's absence from work;
- (b) The family responsibilities of the employee could not be reasonably accommodated by some other person, or in some other way or at some other time;
- (c) The amount of leave is intended to cover the period until appropriate alternative arrangements can be made.

Leave so granted is to be taken from the employee's earned sick leave entitlements, and in accordance with Article 19.

- 20:02** Family responsibilities which qualify under Article 20:01 above include but are not limited to a death in the immediate family; attending to estate or inheritance issues; any of illness, injury, surgery, treatment, health matters, or appointment locally or at a distance of family members; legal matters; or any other real, immediate, and unavoidable issues which require attending to by the employee.

### **Article 21 Lay-Off and Recall**

- 21:01** The Library, when laying off an employee, shall give the employee four (4) weeks' notice or payment in lieu thereof.

Lay offs shall occur in order of seniority from the most junior to the most senior, within the classification from which layoffs are required. This provision is subject to the requirement that the employees who are retained must have the qualifications and abilities to perform the duties which the remaining employee(s) will be required to perform.

Employees who are laid off will be placed on a re-employment list, and recalled back to work in the reverse order of their layoff into their classification(s). An employee who is on the re-employment list must:

- (a) Notify the Library, in writing, of any change of address or telephone number;
- (b) If called back, respond to the Library within seven (7) calendar days of receipt of notification of call back, and
- (c) Return to work within fourteen (14) calendar days or such shorter period of time mutually agreed with the Administrator. Except for good and sufficient reasons, an employee must accept a call back to work and return, or be deemed to have resigned, and the Library shall fill the vacancy accordingly.

- 21:02** No notice or payment in lieu shall be required when an employee is dismissed or a temporary employee ends her term of employment.
- 21:03** Laid off employees shall be placed on a re-employment list. Such employees shall be removed from the re-employment list if not rehired within twelve (12) months of the last day worked.
- 21:04** When a term employee is laid off before the end of her term, the Library shall give the term employee four (4) weeks' notice or the balance of the term whichever is the shortest, or payment in lieu thereof.
- 21:05** Pursuant to :01, an employee, upon receiving notice of layoff, shall have the right to bump a junior employee in any classification which is paid equal to or less than her/his own classification of employment; pay in this context does not include additional rates for acting status, etc. The employee choosing to exercise bumping rights must have the qualifications and abilities to perform the duties, which the remaining employee(s) will be required to perform.
- 21:06** The Library agrees that no casual employees will be hired until first opportunity to perform the work has been given to the employee(s) scheduled for layoff or on the re-employment list, subject to the criteria of :01.
- 21:07** For purposes of this Agreement "qualifications" refer to education, knowledge, training, skills, experience, aptitude and competence. "Ability" refers to mental and physical capability. The Library in making a decision with respect to determining which employees are to be retained and which employees are to be laid off, shall determine the qualifications and the ability of the employees to perform the duties which the remaining employees will be required to perform in a fair, reasonable and non-discriminatory manner. The onus of proof rests with the Library in any dispute over the application of qualifications and ability to perform the duties which the remaining employees will be required to perform.

## **Article 22 No Strikes or Lock-Outs**

**22:01** The Employer agrees that it will not cause or direct any lock-out and the Union agrees that there shall be no strike, stoppage, slowdown or other action which will stop, curtail or interfere with work or the Employer's operations during the term of this Agreement. Any employee participating in any such action may be subject to discipline and discharge.

## **Article 23 General Provisions**

**23:01** The wage rates for the term of this Agreement shall be as set out in Appendix A to this Agreement which becomes part of this Agreement.

**23:02** Employees who are required by the Administrator to use his or her own vehicle for Library business shall be paid five (\$5.00) dollars per round trip provided that the employee provides a dated invoice.

A round trip shall include picking up the mail and returning daily mail to the post office. Under normal circumstances, one (1) round trip will be made per day. Exceptions to the normal circumstances would include trips to the bus depot, bank deposits or emergency cash.

**23:03** An employee may have access to his or her personnel file on request and the Administrator will provide it to the employee for review in the office of the Administrator. The employee, if he or she so wishes and at his or her own expenses, may request in writing that he or she be provided with a copy of any and all documents within his or her personnel file.

**23:04** Where the library is closed due to inclement weather, staff will not lose pay. Those who are able to attend work shall be paid, those who are not able to attend will have the option to work alternate hours to make up the missed hours, take vacation, use other banked time or take time without pay.

## Article 24 Health and Safety

- 24:01** The Employer and the Union recognize that safety, accident prevention and the preservation of health are of primary importance in the Library operations and that these activities require the combined efforts of the Employer, employees, and the Union.
- 24:02** The Employer will continue to provide its employees with safe working conditions, equipment and materials, and will continue to ensure that all reasonable precautions are taken.
- 24:03** The Union will continue to make every effort to obtain the cooperation of each employee within the bargaining unit in the observation of all reasonable safety rules, practices and procedures.
- 24:04** Every employee shall take all reasonable precautions and follow all reasonable safety rules, practices and procedures in order to protect his or her safety and health and the safety and health of any other persons who may be affected by his or her acts or omissions at work.
- 24:05** If the Library is closed to the public due to staff shortage, the remaining staff will work their scheduled hours.
- 24:06** Where the Administrator knows that any condition exists at the workplace that is unusually dangerous to the safety or health of an employee, the Administrator shall not require nor permit an employee to engage in, carry on or continue to work in that work area under that condition.
- 24:07** Where an employee has reason to believe, and does believe, that a condition exists that is dangerous to his safety or health in the performance of the employee's work, the employee shall report that condition to the Administrator.

If the employee is unsatisfied with the Administrator's decision or if the Administrator refuses to inspect the condition, the employee shall contact in writing or by telephone, the Workplace Health and Safety Division without delay.

If the employee refuses to work because of his belief that the condition is dangerous, the employee must be available to perform other work assigned.

**24:08** Where an employee has refused to perform work in accordance with Section :07, no other employee shall be assigned the particular work unless such employee is notified of the refusal and the reasons for the refusal, if known.

**24:09** Nothing in this article prevents the doing of any work or thing that may be necessary in order to remedy the dangerous condition described in Sections :06 and :07.

**24:10** Disciplinary action shall not be taken against an employee solely for the reason that the employee:

- (a) Made a report under Section :07; and
- (b) Refused to work or continue to work under the conditions described under Section :07 provided a safety and health officer has reported in writing that the employee had reasonable and probable grounds for believing that those conditions were dangerous to his or her safety or health.

**24:11** Where an employee willfully takes unfair advantage of the provisions described in Section :07, the employee may be subject to disciplinary action up to and including suspension or dismissal.

**Article 25 Pension Plan, Manitoba Municipal Employees Pension Plan (The “Pension Plan”)**

**25:01** Under the Municipal Employees Benefits Program and in accordance with the Town of The Pas Bylaw 2188A, the Employer shall match the employee’s contribution to the plan provided that the employee meets all criteria for eligibility under the Pension Plan.

**Article 26 Employee Benefits Plan**

**26:01** It is agreed between the parties that the Employer and the employee will pay fifty (50%) percent of the total combined cost of all of the following benefits:

Life Insurance

Accidental Death or Dismemberment

Dependent Life

Long-Term Disability

Short-Term Disability

It is understood that one hundred (100%) percent of the premium for short-term disability shall be considered as paid by the employee.

IN WITNESS WHEREOF A representative of The Pas Regional Library has hereunto set their hand for, and on behalf of The Pas Regional Library and a Staff Representative of Manitoba Government and General Employees' Union has set their hand for, and on behalf of, Manitoba Government and General Employees' Union.

Signed this 3rd day of March, 2020.

  
\_\_\_\_\_  
The Pas Regional Library

  
\_\_\_\_\_  
On behalf of Manitoba Government  
and General Employees' Union

  
\_\_\_\_\_  
The Pas Regional Library

  
\_\_\_\_\_  
On behalf of Manitoba Government  
and General Employees' Union

**Memorandum of Agreement**

between

**The Pas Regional Library**

and

**Manitoba Government and General Employees' Union**

**Re: Northern Residents Deductions; Deduction for Travel**

---

WHEREAS Canada Revenue Agency under the Northern Residents Deductions (T2222) allows a deduction for additional cost of travel associated with living in the north;

AND WHEREAS the Board of The Pas Regional Library and the Manitoba Government and General Employees' Union recognizes the additional cost of travel associated with living in the north for The Pas Regional Library employees and as such, in common with many other Employers in the region, a portion of Library Employees annual salary has been identified as northern travel costs;

AND WHEREAS as provided by Canada Revenue Agency, 8% to a maximum of \$4,000.00 of Library Employees' earnings be entered in Box 32 of his or her T-4 slip to show the value of a taxable travel benefit;

NOW THEREFORE, it is agreed by both parties to take this Letter of Understanding that Manitoba Government and General Employees' Union agrees to and does hereby indemnify and save The Pas Regional Library harmless for all claims, demands, actions, and proceedings of any kind and from all costs which may arise or be taken against The Pas Regional Library by reason of the Library administering a portion of Library Employees earnings as a Northern Travel Benefit and reporting the same for tax purpose to Canada Revenue Agency.

Signed this 3rd day of March, 2020.

  
\_\_\_\_\_  
The Pas Regional Library

  
\_\_\_\_\_  
On behalf of Manitoba Government  
and General Employees' Union

  
\_\_\_\_\_  
The Pas Regional Library

  
\_\_\_\_\_  
On behalf of Manitoba Government  
and General Employees' Union

**Memorandum of Agreement**

between

**The Pas Regional Library**

and

**Manitoba Government and General Employees' Union**

**Re: Benefit Carrier**

---

It is agreed between the parties that during the term of the Agreement the Employer and the Union may discuss alternate benefit carriers, with a view to making a joint recommendation to the Library Board.

Signed this 3rd day of March, 2020.

  
\_\_\_\_\_  
The Pas Regional Library

  
\_\_\_\_\_  
On behalf of Manitoba Government  
and General Employees' Union

  
\_\_\_\_\_  
The Pas Regional Library

  
\_\_\_\_\_  
On behalf of Manitoba Government  
and General Employees' Union

**Wages**

2% Retroactive to January 1, 2019

2% January 1, 2020

2% January 1, 2021

### Schedule A – Salary

Position	Current	January 1, 2019	January 1, 2020	January 1, 2021
Library Assistant	\$15.32	\$15.63	\$15.94	\$16.26
Library Clerk	\$14.00	\$14.28	\$14.57	\$14.86
Library Page	\$12.00	\$12.24	\$12.48	\$12.73

So long as the following employee is employed by The Pas Regional Library, their rate of pay shall be the following.

Bev Bastien	\$19.41	\$19.80	\$20.20	\$20.60
-------------	---------	---------	---------	---------