

Collective Agreement

between

Western Manitoba Regional Library

and

Manitoba Government and General Employees' Union

Local 202

January 1, 2021 to December 31, 2025

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*All changes appear in **bold**.

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*All changes appear in **bold**.

This Agreement made this 21st day of April, 2021.

between

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

of the first part

and

Manitoba Government and General Employees’ Union
(hereinafter referred to as the “Union”)

of the second part.

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 **those classifications listed in Schedule “A” Salary Schedule.**

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 **Director of Library Services** or designate.
- 2:07** “Lay-off” means to temporarily remove an employee from a position subject to the terms of this Agreement, or a permanent reduction in an 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 (1) position to another having a higher maximum salary.
- 2:12** “Transfer” means the permanent transfer of an employee from one (1) 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 Employee” 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 **gender neutral term of “they” or “their”** is used in this Agreement the same shall be construed as meaning the **singular, male, feminine or non-gender identifying** 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 Administrative Assistant 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 supersede 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 7:01.
- 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 except as provided in Articles 8:05 and 8:06.
- 8:05** The duties of the stewards shall be to investigate complaints, and, to investigate and present grievances in accordance with the grievance procedure.
- 8:06** For investigation of complaints, a steward shall first obtain the permission of the steward's immediate supervisor before leaving work to investigate such complaint with the employee and supervisor concerned. Such permission shall not be unreasonably sought or withheld. On resuming the steward's normal duties, the steward shall notify the steward's supervisor. Such time taken, without loss of pay, shall not normally exceed fifteen (15) minutes (not counting time expended in meetings with the Employer).
- 8:07** The Employer will advise the Union of the name and work location of employees who are hired on a part-time or full-time basis. A steward may meet with the newly-hired employee, but time taken for such purpose shall not exceed fifteen (15) minutes.

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 **their** own comments on the form where such space is provided or to append **their** 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 **their** position, is eligible to be moved one increment forward on the salary scale upon completion of 1,950 paid hours of work since **their** 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, **gender identity**, 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 **they are** 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 **their** opinion, may be necessary.

11:06 Where the Employer or designate determines that a complaint has been made for frivolous or vindictive reasons, **they** 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, **2021** and shall remain in effect up to and including December 31, **2025** 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** Any newly amended clauses/articles contained in this Agreement are effective the date of ratification.

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.
- 13:05** Where **additional hours or shifts are available they shall be offered** to the most qualified senior employee **that** has indicated that **they are** available to work. **An availability list by seniority shall be maintained for each Municipality.**
- 13:06** **The Employer will maintain a list of employees who are willing to facilitate programming and/or outreach for the library. The Employer may schedule additional hours for programming and/or outreach to those employees based on need giving preference by qualification, ability, and where both are equal, seniority.**

Article 14 Hours of Work

- 14:01** **Normal hours of work for full-time employees will be:**
- (a) Seven and one-half (7½) hours per day excluding meal periods and including rest periods; and**
 - (b) Thirty-seven and one-half (37½)hours per week.**
- 14:02** 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.
- 14:03** **The Employer may be required to adjust an employee's regularly scheduled hours if operational needs change. Where the change is temporary, the Employer will provide the employee seven (7) days**

notice of the change and will issue written notice of the variation of work day or work week.

Where the change is permanent, the Employer will provide the employee with fourteen (14) days notice of the change in writing. Upon receipt of the notice, the employee may request a meeting between the Employer and the Union to take place within seven (7) days of the notice. If following the meeting the Employer still plans to implement the change or no meeting occurs, the change will take effect as per the notice. The notice time may be adjusted by mutual 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 that day. Employees who work at least three (3) but less than six (6) hours during a day shall be entitled to one (1) rest period of fifteen (15) minutes.
- 14:05** An employee shall be **scheduled for** shifts a maximum of five (5) days per week. **An employee may accept additional shifts resulting in working a maximum of six (6) days per week, up to, and not more than, thirty-seven and one-half (37 ½) hours per week at the regular rate of pay.**

Article 15 Overtime

- 15:01** The parties agree that overtime may be required from time to time by the Employer. Any authorized hours worked in excess of regular daily and/or weekly hours as specified in Article 14:01 shall be paid at one and one-half (1 ½.x) their hourly rate of pay..

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 **their** 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 (1½) 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, **they** shall notify **their** immediate supervisor, as soon as possible but at least one (1) hour prior to the start of **their** 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, **they** 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. Such use shall normally be limited to circumstances where it was unreasonable to expect that the employee should have made alternate arrangements to care for the family member who was ill. Such request shall not be unreasonably denied. Immediate family shall be defined in Article 18:01(b) - Bereavement 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 $\frac{1}{4}$) hours for each one hundred fifty (150) hours worked up to a maximum of five hundred sixty two and one-half (562 $\frac{1}{2}$) hours.

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.
- One (1) day may be retained for use in the case where actual interment or cremation is at a later date.
- (b) "Immediate Family" means father, mother, spouse, designated partner, children, brother, sister 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 daughter-in-law, son-in-law, sister-in-law, brother-in-law, mother-in-law, father-in-law, declared fiancé, grandparent or grandchild. Declared fiancé means a person to whom the employee has become formally engaged.

One (1) day may be retained for use in the case where actual internment or cremation is at a later date.

18:03 An employee shall be entitled to one (1) working day leave in the immediate time surrounding the period of bereavement, without loss of regular pay in the event of death of an employee’s aunt, uncle, nephew or niece.

18:04 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.

18:05 An employee shall be entitled to take unpaid leave to attend the funeral of a relative or friend not enumerated in Articles 18:01 to 18:03.

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 **them** in the application as the day on which **they** intend to commence such leave;
- (c) Provides **their** Employer with a certificate of a duly qualified medical practitioner certifying that **they are** 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 **eighty (80)** weeks, may be granted by the Employer;
- (g) An employee who wishes to resume **their** employment on the expiration of leave granted to **them** in accordance with this section shall be reinstated by **their** Employer in the position occupied by **them** 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 **their** maternity leave earlier than the day set out in this clause by giving **their** Employer written notice at least one (1) pay period, before the day **they** wish 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 **they** must assume actual care and custody of **their** 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 **sixty-three (63)** 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 **eighty (80)** 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 **their** parental leave earlier than the day set out by this Agreement by giving the Employer written notice of at least one (1) 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 **their** 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 **their** 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 **Director of Library Services**, and such grievances initiated by the Employer shall be made to the President of the Union, or **their** 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 **their** supervisor or person designated by the **Director of Library Services** or **their** designate, who shall then meet with the employee and the Union and then issue a decision in writing within ten (10) calendar days of such meeting.

(b) Step 2

If the grievance is not resolved satisfactorily at Step 1, the Union shall notify the **Director of Library Services** of its desire to proceed to Step 2 within ten (10) calendar days of the receipt of the decision at Step 1. A representative or a committee of the Board of Trustees, within ten (10) calendar days, will hold a hearing to discuss the grievance with the grievor before giving a decision on the grievance, and shall issue a decision in writing to the employee and to the Union within ten (10) calendar days of such hearing.

(c) Step 3

The aggrieved employee and the Union shall have the right to submit the decision of the **Director of Library Services**/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 **their** 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 (2) 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 (1) 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 ($1/2$) 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.

22:02 **If Library remains open during inclement weather and an employee is unable to attend work due to bad weather conditions, such as blizzard conditions, road closures or travel not recommended by Department of Highways, staff shall not be paid for such work missed. However, upon written request an employee will be allowed to utilize banked time or vacation time to cover any time loss.**

22:03 **If an employee is able to attend at work in spite of the above conditions, and they do so as soon as possible and within one (1) hour of the scheduled start time, they shall be entitled to utilize banked time or vacation time to cover any time loss.**

Article 23 General Provisions

23:01 Upon the written request of an employee the employee's personnel file shall be made available for **their** full examination. Such examination shall be in the presence of a representative of the Employer. The employee may, at **their** option, have a Union representative present. An employee may request a copy of specific documents in 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 **their** 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 holidays shall be observed for employees:

- | | |
|--------------------|----------------------|
| (a) New Year's Day | August Civic Holiday |
| Louis Riel Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Christmas Day |
| Victoria Day | Boxing Day |
| Canada Day | |

Any other holiday proclaimed by Federal or Provincial Statute.

- (b) When the Library observes a holiday on a day that a full-time employee is not normally expected to work, the **Director of Library Services** will arrange with the employee a compensating day off which is mutually satisfactory.
- (c) Where such a statutory holiday falls within the annual vacation period of any full-time employee, the employee shall have earned an additional day.

24:02 Remembrance Day shall be recognized as a paid holiday when it falls on a day that the employee's workplace would normally be open.

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

- (a) **They** did not fail to report for work after having been called to work on the day of the holiday; and
- (b) **They** did not absent **themselves** from work without the Employer's consent on either the regular working day immediately preceding or

following the holiday, unless **their** absence is by reason of established illness.

- 24:04** An employee who is entitled to pay for a 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 by mutual agreement, 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, **they** shall be entitled to receive pay in lieu of that number of days' leave of absence that has not been granted to **them** to which **they are** normally eligible under section :04. This clause does not apply where the employee has previously received pay for the holiday.
- 24:06** Where a 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 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 employee is entitled to pay for a holiday on which he does not work, provided:
- (a) **They** did not fail to report for work after having been called to work on the day of the holiday; and
 - (b) **They** did not absent **themselves** from work without the Employer's consent on either the regular working day immediately preceding or following the holiday, unless **their** absence is by reason of established illness.

A part-time employee who is so entitled shall have their holiday pay calculated based on the greater of the following:

- (a) The pay rate the employee would have earned but for the holiday having occurred on **their** scheduled day of work; or
- (b) Five percent (5%) of regular wages earned in the four (4) week period immediately preceding the holiday.

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** (a) 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 eight percent (8%) vacation pay and further after completion of fifteen (15) years of employment shall receive ten percent (10%) vacation pay, and further completion of twenty (20) years shall receive twelve percent (12%) vacation pay.
- (b) Part-time employees shall be granted vacation days on a pro-rata basis using the following formula:

$$\frac{\text{Vacation entitlement} \times \text{Hours worked in accrual year}}{\text{Full-time annual hours (1950)}}$$

- 25:04** Summer vacation leave choices shall be requested in writing by April 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** Vacation will normally be scheduled in blocks of no greater than three (3) calendar weeks. However, consideration will be given to granting a longer vacation where such can be reasonably accommodated. All vacation scheduling shall be subject to the Employer's operational requirements.

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 ($\frac{1}{4}$) of the yearly Canadian Pension Plan earnings for those years.
- 26:02** The onus is on the employee to confirm that **they are** enrolled in the plan(s). It is further understood that the plans referred to in 26:01 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.

- 26:03** The Employer shall establish a Health Spending Account Program for all employees effective January 1, 2017 as follows:
- (a) Benefits shall be administered by Manitoba Blue Cross and are payable as per the Canada Revenue Agency eligible medical expenses list;
 - (b) Benefits to cover full-time and part-time employees that have completed their probationary period;
 - (c) **Employees who are regularly scheduled for thirty (30) hours or more weekly shall be entitled to three hundred (\$300) dollars per calendar year. Employees who are regularly scheduled for less than thirty (30) hours of work per week shall be entitled to two hundred (\$200) dollars per calendar year.** Employees who complete their probationary period during the calendar year shall only be eligible to submit receipts for the time following the completion of their probationary period;
 - (d) The fund's year is January 1 to December 31 with the benefit payable after one hundred (\$100) dollars' worth of receipts and/or in the last month of the calendar year;
 - (e) Employees who terminate prior to December 31 must submit expenses with receipts attached to the benefit provider upon termination of employment;
 - (f) Employees must spend all of their benefit dollars within one (1) year period described above to avoid forfeiture.

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 for the purpose of allowing members who are on the joint Workplace Safety and Health Committee to attend mutually agreed to safety and health seminars, courses or conferences. The time and scheduling of this time is to be mutually agreed upon between the Employer and the employee. Attendance at training is deemed to be work and the Employer shall not be required to pay lost regular or premium wages in excess of that provided in Section 44 of The Workplace Safety and Health Act.
- 27:04** In situations where an employee believes that a safety and/or health hazard exists, the employee shall first report **their** concerns to their supervisor. If corrective action is not taken, then the employee is to report **their** 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 **they are** capable of doing and shall continue to receive full pay even though **they are** refusing to perform that particular job function.

27:05 Where an employee wilfully takes unfair advantage of the provisions described in Article 27:04 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 Article 30:03 above.
- 30:06** (a) All promotions and voluntary transfers are subject to a two (2) month (three hundred twenty [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, **they** 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 **they** wish to revert voluntarily to **their** former classification, **they** shall be returned to **their** 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, **they** shall be paid a salary in **their** new classification that provides an increase above **their** former salary.

30:08 If any employee voluntarily transfers to a lower or equally paid classification, **they** 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 Lay-off and Recall

31:01 In the event of a lay-off, employees shall receive notice or pay in lieu of such notice as follows:

(a) Two (2) weeks' notice for lay-off up to eight (8) weeks,

(b) Four (4) weeks' notice for lay-off 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 **electronic mail or** registered mail **when employee has not provided an electronic mail address to their** 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 **they** 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 **Director of Library Services** 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.
- 33:02** Seniority lists for each classification will be revised annually, on or about April 1 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 **their** name on the seniority list within the first five (5) working days from the date the list was posted, provided **they are** at work when the list is posted, then **they** shall be deemed to have proper seniority standing. In the event **they are** not at work, **they** must object to **their** seniority standing within four (4) working days from the time **they** return to work. The posting shall include a copy of this Article. Seniority of the employee will be established after completion of **their** probationary period but will be effective from the first day of service.
- 33:03** An employee shall retain and accrue seniority if **they are** 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) **They are** absent because of illness or accident over six (6) months but less than twelve (12) months;
- (b) **They are** promoted outside of the bargaining unit and has not completed his trial period;
- (c) **They are** laid off for less than one (1) year; or
- (d) **They are** 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) **They are** discharged for just cause and is not reinstated;
- (b) **They** resign in writing;
- (c) **They are** laid off for a period longer than one (1) year;
- (d) **They are** in receipt of Workers Compensation for a period longer than two (2) years;
- (e) **They** fail to report for duty after notification to **their** last known address or phone number to do so following a lay-off;
- (f) **They are** absent from work due to illness or accident for a period of more than twenty-four (24) months;
- (g) **They are** 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 (1) 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 required to use their own personal vehicle for Employer business which has been preauthorized by the Employer, shall be reimbursed for all kilometers driven on such business. Reimbursement shall be at the rate of forty-five cents (\$0.45) per kilometer driven, subject to a minimum payment of four (\$4.00) dollars for each return trip driven in the community where the library is located.

Article 36 Leaves of Absence

- 36:01** An employee may, for good and sufficient reason, and at the discretion of the Employer, be granted a leave of absence without pay. Except in emergency circumstances, all requests for leave of absence must be made in writing to the Employer at least thirty (30) calendar days in advance, specifying the reasons for requested leave and the proposed dates of departure and return.
- 36:02** The leave request will be considered on an individual basis and may be granted at the discretion of the Employer, giving consideration to the reason for the request and the Employer's operational requirements.

Article 37 Board of Trustees and Communications

- 37:01** Dates and locations of Board meetings shall be posted in all work locations. A copy of the Board's minutes shall likewise be posted once such minutes have been adopted by the Board.

Article 38 Retroactive Wages

- 38:01** Retroactive pay adjustment and increases for the period between the expiration of the previous Collective Agreement and the date of signing of this Collective Agreement shall apply to:
- (a) Employees who are in the employ of the Employer on the date of the signing of this Collective Agreement;
 - (b) Employees who have retired or who died during the above mentioned period;
 - (c) Employees who have been permanently laid off during the above mentioned period;
 - (d) Term employees terminated at the end of a specific term of employment or after the completion of the specific job for which they were employed.

38:02 Upon written request to the Employer, within sixty (60) days of the date of signing of this Collective Agreement, retroactive pay adjustments and increases for the period between the expiration of the previous Collective Agreement and the date of signing this Collective Agreement shall be made to employees who have voluntarily terminated their service (resigned).

Article 39 Health and Wellness

39:01 An employee shall be entitled to up to two (2) personal leave days, with pay per year ending on the employee's anniversary date, to attend to personal matters. This leave shall be deducted from the employee's accumulated sick leave. The employee will only be eligible if they have accumulated sufficient leave such that by taking the personal leave day, the accumulated sick leave shall not drop below twenty (20) days.

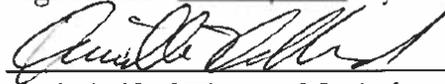
Article 40 Special Leaves

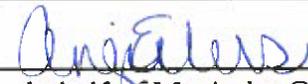
40:01 Additional leaves are available as per the Manitoba Employment Standards Code as may be amended from time to time. Leaves include but are not limited to:

- **Compassionate Care Leave**
- **Critical Illness Leave**
- **Interpersonal Violence Leave (Domestic Violence)**
- **Public Health Emergency Leave**

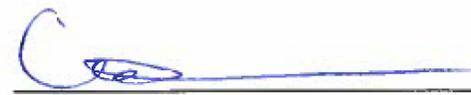
IN WITNESS WHEREOF the undersigned have set their hands for, and on behalf of, Manitoba Government and General Employees' Union and for, and on behalf of, Western Manitoba Regional Library.

Signed this 21 day of April, 2021.

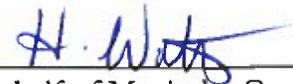

On behalf of Western Manitoba
Regional Library


On behalf of Manitoba Government
and General Employees' Union


On behalf of Western Manitoba
Regional Library


On behalf of Manitoba Government
and General Employees' Union

On behalf of Western Manitoba
Regional Library


On behalf of Manitoba Government
and General Employees' Union

Memorandum of Agreement

between

Western Manitoba Regional Library

and

Manitoba Government and General Employees' Union

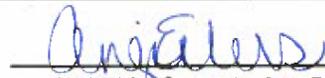
Re: State of Emergency/Pandemic

In the event of an existing or pending State of Emergency or pandemic, the parties agree to develop and participate in an ad-hoc committee comprised of the Employer, employees and the Union to discuss extraordinary measures and to develop a preparedness plan to deal with State of Emergencies or pandemics. The Employer or the Union may request convening of the ad-hoc committee upon twenty-four (24) hours notice.

Said plan shall consider all operational and safety needs of the Library and its employees including but not limited to: Safety and Health requirements, leave requirements, voluntary or involuntary lay-off and recall and any other considerations to prepare for and manage such an event.

Signed this 21 day of April, 2021.

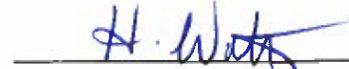

On behalf of Western Manitoba
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On behalf of Western Manitoba
Regional Library


On behalf of Manitoba Government
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On behalf of Western Manitoba
Regional Library


On behalf of Manitoba Government
and General Employees' Union

Letter of Understanding

between

Western Manitoba Regional Library

and

Manitoba Government and General Employees' Union

Re: Arbitrators

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

Michael Werier

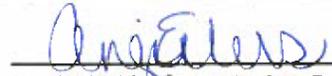
Kristin L. Gibson

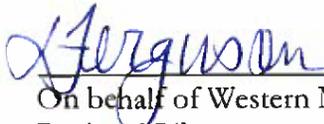
Blair Graham

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 21 day of April, 2021.

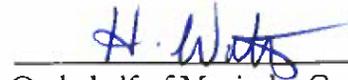

On behalf of Western Manitoba
Regional Library


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Regional Library


On behalf of Manitoba Government
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Letter of Understanding

between

Western Manitoba Regional Library

and

Manitoba Government and General Employees' Union

Re: Parking

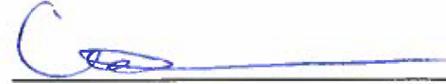
If the Employer plans to change the present practice of providing paid parking for employees in the **downtown** Brandon branch then the Employer agrees to consult with the Union at least three (3) months prior to such change.

Signed this 21 day of April, 2021.

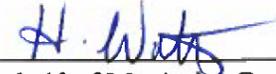

On behalf of Western Manitoba
Regional Library


On behalf of Manitoba Government
and General Employees' Union


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Regional Library


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and General Employees' Union

On behalf of Western Manitoba
Regional Library


On behalf of Manitoba Government
and General Employees' Union

Schedule "A" - Salary Schedule

Salary Scales

January 1, 2021 - December 31, 2025

Library Clerk -

	Step 1	Step 2	Step 3	Step 4	Step 5
Jan-01-2021	12.39	12.97	14.04	15.04	16.02
Feb-04-2021	12.51	13.10	14.18	15.19	16.18
Jan-01-2022	12.64	13.23	14.32	15.34	16.34
Jan-01-2023	12.77	13.36	14.46	15.49	16.50
Jan-01-2024	12.90	13.49	14.60	15.64	16.67
Jan-01-2025	13.03	13.62	14.75	15.80	16.84

Library Assistant

	Step 1	Step 2	Step 3	Step 4	Step 5
Jan-01-2021	15.52	16.59	17.69	18.74	19.79
Feb-04-2021	15.68	16.76	17.87	18.93	19.99
Jan-01-2022	15.84	16.93	18.05	19.12	20.19
Jan-01-2023	16.00	17.10	18.23	19.31	20.39
Jan-01-2024	16.16	17.27	18.41	19.50	20.59
Jan-01-2025	16.32	17.44	18.59	19.70	20.80

*Special Minimum Wage Adjustment: In the event that the provincial minimum wage rate is increased during the term of the Collective Agreement, then the Step 1 rate for Library Clerks shall be increased by an identical cents per hour effective as of the date(s) of the provincial wage increase(s).