

**COLLECTIVE AGREEMENT**

**BETWEEN:**

***CUPE*** / *Canadian Union  
of Public Employees*

**UNION OF PUBLIC EMPLOYEES  
LOCAL 857**

**- AND -**

**PARKLAND REGIONAL LIBRARY SERVICE**

***TERM OF AGREEMENT:***

***JANUARY 1, 2017 TO DECEMBER 31, 2017***

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## **ARTICLE 1 – RECOGNITION AND NEGOTIATION**

### 101 Bargaining Unit

The Employer recognizes the Union as the sole bargaining agent for all employees who are employed in classifications set forth in Schedule “A”, and in accordance with the certificate issued by the Manitoba Labour Board, dated April 5, 1974 with the exception of the classification Director.

### 102 Work in Bargaining Unit

It is recognized by the Employer that persons whose jobs are not in the bargaining unit shall not normally work on any jobs which are included in the bargaining unit.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

201 All the functions, rights, power and authority which the Employer has not specifically abridged, delegated, or modified by this agreement are recognized by the Union as being retained by the Employer.

## **ARTICLE 3 – CHECKOFF OF UNION DUES**

301 The Employer agrees:

- (a) to deduct from the wages of each employee in the unit affected by the Collective Agreement, whether or not the employee is a member of the Union, the amount of the regular monthly membership dues payable by a member of the Union, in accordance with the Union constitution and bylaws;
- (b) to remit the amounts deducted under clause (a) to the Union monthly; and
- (c) to inform the Union monthly of the names of the employee from whose wages deductions have been made under clause (a) and the amounts so deducted from each employee's wages.

302 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this section except for any claim or liability arising out of an error committed by the Employer.

## **ARTICLE 4 – LABOUR MANAGEMENT AND NEGOTIATIONS**

### 401 Union Bargaining Committee

A Union Bargaining Committee shall be appointed and consist of not more than two (2) members of the Union. The Union will advise the Employer of the Union nominees to the Committee.

### 402 Assistance During Negotiations

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when negotiating with the Employer.

### 403 Meetings of Committee

In the event either party wishes to call a bargaining meeting during the period of notice to commence collective bargaining, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting shall be held not later than ten (10) calendar days after the request has been given. This time limit may be extended by the mutual agreement of both parties.

### 404 Time Off for Meeting(s)

When operational requirements permit, any representative of the Union on the Bargaining Committee who is in the employ of the Employer, shall have the right to attend meetings held with Employer representatives within working hours without loss of remuneration.

## **ARTICLE 5 – GRIEVANCE PROCEDURE**

### 501 Definition of Grievance

A grievance shall be defined as an alleged violation of misinterpretation of an article under this Agreement or a violation or misinterpretation of an approved policy respecting conditions of employment.

### 502 Settling of Grievances

Within fifteen (15) working days from the time of the alleged grievance, the employee(s), Union Representative or both, shall submit the grievance in writing and discuss the matter with the Director with a view to resolving the issue. The Director shall issue a decision in writing and shall forward such decision to the employee(s) within twenty (20) working days after the date of discussing the grievance. Failing a satisfactory settlement being reached, the Union may refer the dispute to arbitration.

- 503 An employee may abandon a grievance by giving written notice to the Director.
- 504 Any grievance which is not presented within the prescribed time limits shall be deemed to have been settled to the satisfaction of the employee(s) and the Union at the last step at which it was presented.
- 505 The Union and its Representatives shall have the right to originate a grievance on behalf of an employee or group of employees.
- 506 With the approval of the Director, representatives of the Union shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance.
- 507 The time limits as stated herein may be extended by mutual agreement.

#### **ARTICLE 6 – ARBITRATIONS**

- 601 After exhausting all steps of the grievance procedure, the dispute may be referred to arbitration in accordance with the *Labour Relations Act*.

#### **ARTICLE 7 – DISCIPLINARY ACTION**

- 701 Where the Director believes that disciplinary action is necessary he may:
- (a) orally or in writing reprimand an employee;
  - (b) refer the matter to a higher supervisory authority; or
  - (c) suspend or discharge an employee.
- 702 Where disciplinary action other than an oral reprimand has been taken, a written report shall be shown to the employee outlining the circumstances and actions of the employee which made the disciplinary action necessary and the employee shall sign the report indicating that he has read it.
- 703 An employee against whom disciplinary action has been taken may grieve his case according to the grievance procedure set forth in Article 5.

**ARTICLE 8 – SENIORITY**801 Seniority Defined

Seniority is defined as the length of service in the bargaining unit and shall be considered as a factor in determining preference or priority for promotions, transfers, demotion, layoffs and recall.

802 Seniority List

The Director shall maintain a seniority list showing the date upon which each employee's service commenced.

803 Loss of Seniority

If an employee is absent from work because of sickness, accident, layoff, or leave of absence approved by the Director, he shall not lose seniority.

An employee shall only lose his seniority in the event:

- (a) he is discharged and is not reinstated;
- (b) he resigns in writing;
- (c) he is absent from work in excess of five (5) working days without sufficient cause or without notifying the Director;
- (d) after a layoff, he fails to return to work within seven (7) calendar days, after being notified by registered mail to do so, unless through sickness or just cause;

It shall be the responsibility of the employee to keep the Director informed of his current address.

- (e) he is laid off for a period longer than six (6) months.

**ARTICLE 9 – PROBATION FOR NEWLY HIRED EMPLOYEES**

901 Newly hired employees shall be considered on probation for a period of six (6) months from the date of hiring. During the probation period employees shall be entitled to all rights and privileges of this Agreement except with respect to discharge. The employment of such employees may be terminated at any time during this period of six (6) months without recourse to the grievance procedure.

After completion of the probation period, seniority shall be effective from the original date of employment.

## **ARTICLE 10 – PROMOTION AND STAFF CHANGES**

### 1001      Job Postings

When a vacancy or a new position is created the Director shall take reasonable steps to notify all employees of the vacancy or new position.

### 1002      Information in Postings

Such notification shall include information on classification, salary and qualifications required.

### 1003      Role of Seniority in Promotions and Transfers

Both parties recognize seniority as a factor in determining promotions and transfers. In determining promotions and transfers, the required knowledge, experience and skills required to perform the job shall be the primary consideration, and where two (2) or more applicants possess equal qualifications, seniority shall be the deciding factor.

### 1004      Trial Period

The successful applicant, if within the bargaining unit, shall be placed on trial for a period of three (3) months. In the event that the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, he shall be returned to his former or a comparable position without loss of seniority.

## **ARTICLE 11 – LAYOFFS AND RECALLS**

### 1101      Role of Seniority in Layoffs

Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority on an affected classification group basis. Employee may take a lower position in their classification group provided that they have the seniority and are qualified to perform the lower position.

Former employees shall be re-employed in the order of their seniority providing that they are qualified to perform the job.

**ARTICLE 12 – HOURS OF WORK**

- 1201 The regular Headquarters workweek shall consist of five (5) consecutive seven (7) hour days, exclusive of meal breaks. Daily hours of work on the Bookmobile and Delivery Van will vary to meet operational requirements within a thirty-five (35) hour workweek. The hours of work may be varied at the Director's discretion to allow for summer and winter hours or to meet operational requirements of the Library Service.
- 1202 Employees shall be permitted a rest period of fifteen (15) minutes in both the first half and second half of a work day at such times as may be specified by the Director.

**ARTICLE 13 – OVERTIME**

- 1301 Compensatory leave shall be granted for all authorized hours worked beyond the regular hours of work at the rate of one and one-half (1½) hours' leave for each authorized hour worked beyond the regular hours of work. Such leave shall be computed by the closest half hour (½) worked.
- 1302 An employee who is required to and does work on a general holiday shall be paid at one and one-half (1½) times his regular rate of pay for all hours worked or shall be granted compensatory leave at the rate of one and one-half (1½) hours' leave for each hour worked. In addition, he shall be paid his regular pay for the general holiday.
- 1303 Upon the authorization of the Employer, an employee who is called back to work outside of regular working hours shall be paid at one and one-half (1½) times for all time worked on a call out with a minimum call out of three (3) hours. The employee would have the option to bank any overtime for future use.
- 1304 Compensatory leave shall be granted at a time mutually agreeable to the employee and the Director. Payment shall be made for any accumulative compensatory leave that is not taken within twelve (12) months of when it was earned unless there is mutual agreement for carryover of such leave.

**ARTICLE 14 – TRAVEL AND SUBSISTENCE ALLOWANCES**

- 1401 An employee who is required to travel on Library business or who otherwise incurs expenses on behalf of the Library shall be entitled to claim reasonable expenses as authorized by the Director.

## **ARTICLE 15 – PAID HOLIDAYS**

1501 Employees shall be entitled to the following holidays with pay:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
Civic Holiday	Louis Riel Day

and the afternoon of the last day prior to Christmas Day and any other day as proclaimed by the Provincial or Federal Governments.

1502 Where any paid holiday falls on a Saturday or Sunday, the holiday shall be observed on the first working day following or on another day as may be mutually agreed upon by both parties.

1503 To qualify for holiday pay, the employee shall have worked the regular work day immediately preceding and the regular working day immediately following any such holiday unless absence from work was authorized by the Director.

## **ARTICLE 16 – VACATIONS**

1601 For the purposes of this Agreement, the vacation year shall extend from July 1<sup>st</sup> to June 30<sup>th</sup>.

1602 An employee with less than one (1) year of employment shall receive one and one-quarter (1¼) working days' vacation for each full month of employment.

1603 An employee upon completing one (1) year continuous service shall receive three (3) weeks' vacation; after ten (10) years continuous service shall receive four (4) weeks' vacation; after twenty (20) years continuous service shall receive five (5) weeks' vacation; and after twenty-five (25) years continuous service shall receive six (6) weeks' vacation.

1604 Vacation shall be taken in the year following the year in which it was earned, normally in July and August. Depending on operational requirements, up to four (4) weeks may be taken at any other time of the year.

1605 Where a paid holiday falls within the vacation period of an employee, an additional day with pay shall be allowed at a time mutually agreeable to the employee and the Director.

- 1606 Where an employee is absent on leave without pay for a period of one (1) month or portion thereof greater than one-half (½), vacation leave credits shall no longer accumulate.
- 1607 Where an employee qualified for sick leave involving hospitalization during his/her period of vacation, there shall be no deduction from vacation credits for such absence providing proof of hospitalization is submitted. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date.
- 1608 Notwithstanding Sub-article 1603, employees hired prior to July 1, 1984 shall be entitled to eight (8) weeks' vacation.

### **ARTICLE 17 – SICK LEAVE**

- 1701 Sick leave means a period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, or under medical or dental treatment, or because of an accident for which compensation is not payable under the *Workers' Compensation Act* and/or monthly income disability benefits.
- 1702 Sick leave shall be earned at the rate of one and one-half (1½) days per month for employment from the date of this Agreement to a maximum accumulation of one hundred and thirty (130) work days.
- 1703 Sick leave shall not accumulate when an employee is absent on sick leave, absent on compensation, absent without leave or absent on leave of absence without pay for a period of more than ten (10) consecutive working days.
- 1704 A deduction shall be made from accumulated sick leave for any absence due to illness or medical or dental appointment to the closest one-half (½) day.
- 1705 An employee shall be granted sick leave for a period up to three (3) working days to care for or make arrangements for an immediate family member who is ill, or to attend to the birth or adoption of a child. Immediate family shall mean: wife, husband, son, daughter, mother, father, mother-in-law and father-in-law.
- 1706 An employee is not eligible to receive sick leave benefits if Workers' Compensation benefits and/or monthly income disability benefits are being paid.
- 1707 The Director may request a medical certificate for any absence due to illness or medical or dental care. Failure to provide proof of illness or appointment may result in loss of sick leave benefits for that absence.

- 1708 Misuse of sick leave benefits by an employee may result in loss of sick leave benefits and disciplinary action. The Union agrees to assist the Director to ensure that there shall be no abuse of sick leave benefits.

**ARTICLE 18 – BEREAVEMENT LEAVE**

- 1801 An employee may be granted up to three (3) regularly scheduled consecutive work days leave with pay in the case of death of a parent, guardian, spouse, brother, sister, child, parent-in-law, sister-in-law, brother-in-law, grandparent, grandchild, or any other relative for whom an employee is required to administer bereavement responsibilities. Additional leave up to two (2) days may be granted to attend a funeral at a distance.
- 1802 The Director may authorize leave with pay for a period of one (1) day or required portion thereof for an employee to attend any other funeral.

**ARTICLE 19 – LEAVE OF ABSENCE FOR UNION BUSINESS**

- 1901 Leave of absence without pay may be granted by the Director, if operational requirements permit, to any employee elected or appointed to represent the Union at any meeting or function.

**ARTICLE 20 – MATERNITY LEAVE**

- 2001 An employee who has completed seven (7) continuous months of employment with the Employer and who submits an application in writing to the Director at least four (4) weeks before the effective date of leave, shall be granted maternity leave without pay as outlined in the *Employment Standards Act*.
- 2002 An employee returning from maternity leave shall provide the Director with at least two (2) weeks' notice. The employee shall be placed in her former position if available or in a comparable position at a comparable salary.
- 2003 An employee shall not earn any vacation or sick leave or paid holidays during such leave without pay.
- 2004 Parental Leave
- In order to qualify for parental leave, an employee must:
- (a) be the natural mother of a child; or

- (b) be the natural father of a child or he must assume actual care and custody of his newborn child; or
- (c) adopt a child under the law of the province.

2005 An employee who qualifies under 2004 must:

- (a) have completed seven (7) continuous months of employment; and
- (b) 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 the leave.

2006 An employee who qualified in accordance with 2004 and 2005 is entitled to parental leave without pay for a continuous period of up to seventeen (17) weeks.

2007 Subject to Article 2008, parental leave must commence no later than the first anniversary date of the birth or adoption of the child or the date on which the child comes into the actual care and custody of the employee.

2008 Where an employee takes parental leave in addition to maternity leave, the employee must commence the parental leave immediately on expiry of the maternity leave without a return to work unless otherwise approved by the Employer.

#### **ARTICLE 21 – JURY OR WITNESS DUTY**

2101 The Director shall grant leave of absence to an employee who serves as a juror or witness in any court. The Director shall pay such an employee the difference between his normal salary and the payment he receives for jury service or court witness, excluding payment for travelling, meals and accommodation.

#### **ARTICLE 22 – PAYMENT OF WAGES**

2201 The Employer shall pay salaries and wages biweekly in accordance with Schedule “A” attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of his wages, deductions and any supplementary payments.

#### **ARTICLE 23 – GENERAL CONDITIONS**

2301 The Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees and which are approved by the Director.

2302 The parties agree to abide by the terms of the *Human Rights Act* and further that there shall be no discrimination by reason of age, political affiliation or marital status.

**ARTICLE 24 – TECHNOLOGICAL CHANGE**

2401 In the event the Employer merges or amalgamates with any other body, every reasonable effort will be made for the protection of employees so affected. In any event, at least thirty (30) days' notice shall be given before the termination, merger or amalgamation.

**ARTICLE 25 – SEVERANCE PAY**

2501 Employees who terminate or retire after ten (10) years of service will receive a bonus of one (1) day's pay per year of service based on their current rate of pay.

**ARTICLE 26 – TERM OF AGREEMENT**

2601 This Agreement shall be binding and remain in effect from January 1, 2017 to December 31, 2017 and shall continue from year to year thereafter unless either party gives to the other party notice in writing for renewal, revision, or termination of this agreement not more than ninety (90) days and not less than thirty (30) days preceding December 31, 2017.

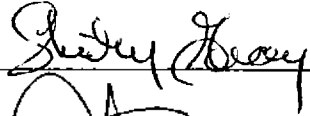
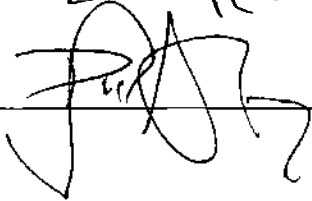
2602 Where notice is given to negotiate, both parties shall adhere to the terms of this Agreement during the collective bargaining until a new agreement is signed. Collective bargaining shall be carried out in accordance with the *Labour Relations Act*.

**ARTICLE 27 – MUNICIPAL EMPLOYEES PENSION PLAN**


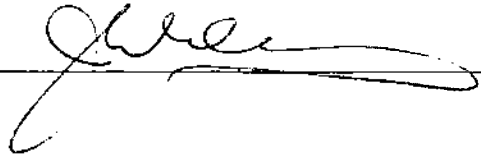
2701 Effective July 1, 1985 all employees are to be covered by the Municipal Employees Pension Plan with costs paid for in accordance with the Plan.

IN WITNESS WHEREOF the parties have caused these presents to be executed this 1 day  
of NOVEMBER, 2017.

**SIGNED ON BEHALF OF  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 857**

  
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**SIGNED ON BEHALF OF  
PARKLAND REGIONAL LIBRARY  
SERVICE**

  
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**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 857 AND  
PARKLAND REGIONAL LIBRARY SERVICE  
SCHEDULE "A"**

Effective January 1, 2017, a two percent (2%) wage increase for all classifications.

**Class A**

	<b>Start</b>	<b>2<sup>nd</sup> Year</b>	<b>3<sup>rd</sup> Year</b>	<b>4<sup>th</sup> Year</b>	<b>10<sup>th</sup> Year</b>
Library Clerk I	\$ 16.35	\$ 16.94	\$ 17.56	\$ 18.15	\$ 18.49

**Class B**

	<b>Start</b>	<b>2<sup>nd</sup> Year</b>	<b>3<sup>rd</sup> Year</b>	<b>4<sup>th</sup> Year</b>	<b>10<sup>th</sup> Year</b>
Bookmobile Operator I	\$ 16.73	\$ 17.39	\$ 18.07	\$ 18.73	\$ 19.06

**Class C**

	<b>Start</b>	<b>2<sup>nd</sup> Year</b>	<b>3<sup>rd</sup> Year</b>	<b>4<sup>th</sup> Year</b>	<b>10<sup>th</sup> Year</b>
Computer Services Manager	\$ 21.55	\$ 22.14	\$ 22.76	\$ 23.38	\$ 23.73
Library Technician	\$ 17.66	\$ 18.30	\$ 18.85	\$ 19.38	\$ 19.79