

MANITOBA LABOUR BOARD

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DETERMINATION OF ESSENTIAL SERVICES BY CONSENT

Section.94.3(1) of *The Labour Relations Act*

Employer: Gaynor Family Library
806 Manitoba Avenue
Selkirk, MB R1A 2H4

Bargaining Agent: Canadian Union of Public Employees (CUPE)
Local 336
703-275 Broadway
Winnipeg, MB R3C 4M6

1. The parties have considered whether an Essential Services Agreement is required pursuant to Section 94.3(2) of *The Labour Relations Act*.
2. The parties agree that it is not necessary to continue the supply of services, operation of facilities or production of goods to comply with s.94.3(1) of *The Labour Relations Act*.
3. As such, the parties have agreed that no Essential Services Agreement is required.

❖ Current Collective Agreement attached.

Date: 5/13/25

Employer

David Little
Chair, Library Board
Name and Title


Signature

Bargaining Agent

Alex Hernandez, CUPE National Representative
Name and Title

Alex Hernandez
Digitally signed by Alex Hernandez
Date: 2025.05.14 09:48:50 -0500
Signature

Collective Agreement

- between -

CUPE / *Canadian Union
of Public Employees*
Local 336
(Hereinafter called the "Union")

- and -

GF GAYNOR FAMILY
LIBRARY

Gaynor Family Regional Library
(Hereinafter called the "Employer")

**Term of Agreement:
January 1, 2025 to December 31, 2028**

Table of Contents

PREAMBLE	1
ARTICLE 1 - TERMS OF AGREEMENT	1
ARTICLE 2 - DURATION, REVISION AND TERMINATION OF AGREEMENT	2
ARTICLE 3 - RESPECTFUL WORKPLACE/NO HARASSMENT/NO DISCRIMINATION	3
ARTICLE 4 - TRANSFER, PROMOTION, LAYOFF AND RECALL	6
ARTICLE 5 - SENIORITY	9
ARTICLE 6 - CLASSIFICATION OF EMPLOYEES AND WAGE RATES	10
ARTICLE 7 - REGULAR HOURS OF WORK	11
ARTICLE 8 - OVERTIME	12
ARTICLE 9 - SICK PAY	13
ARTICLE 10 - ANNUAL VACATION	14
ARTICLE 11 - STATUTORY HOLIDAYS	15
ARTICLE 12 - HEARING OF GRIEVANCES AND DISPUTES	16
ARTICLE 13 - ARBITRATION	17
ARTICLE 14 - DISCHARGE, SUSPENSION AND DISCIPLINE	19
ARTICLE 15 - REPRESENTATION OF EMPLOYEES	20
ARTICLE 16 - SUPPLEMENTARY COMPENSATION	20
ARTICLE 17 - LEAVES OF ABSENCE	20
ARTICLE 18 - CHECKOFF DUES	22
ARTICLE 19 - USE OF EMPLOYEE VEHICLES	23
ARTICLE 20 - COPIES OF AGREEMENT	23
ARTICLE 21 - WORKPLACE SAFETY AND HEALTH	23
ARTICLE 22 - RIGHTS, PRIVILEGES, AND IMMUNITIES	23
ARTICLE 23 - LABOUR MANAGEMENT ADVISORY COMMITTEE	24
ARTICLE 24 - JOB DESCRIPTION AND CLASSIFICATION	24
ARTICLE 25 - LABOUR MANAGEMENT AND NEGOTIATIONS	25
ARTICLE 26 - DOMESTIC VIOLENCE	26
SCHEDULE "A"	28

PREAMBLE

The Employer and the Union mutually agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee in the matter of representation, hiring, wage rates, training, upgrading, promotion, transfer, layoff and recall or discipline, or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, place of residence nor by reason of their participation in the Union.

ARTICLE 1- TERMS OF AGREEMENT

1.01 Interpretations

Employees shall mean any person covered by Article 1.02 of this Agreement.

“Temporary” employee shall mean an employee who is hired for a specific term not to exceed twelve (12) months, or for a specified task not expected to require more than twelve (12) months to complete, and who has completed their ninety (90) calendar day probation period. The employment of a temporary employee shall automatically terminate at the end of the specified term or on completion of the specified task, as the case may be, unless the parties agree in writing to an extension. An employee hired as a temporary employee should be advised at the time of hiring of their temporary status and the expected duration of their employment. A temporary employee shall accumulate seniority on the basis of time worked and shall have recall rights in accordance with the terms of this Agreement. Temporary employees shall be entitled to exercise seniority rights only against other temporary employees.

“Permanent” employees shall mean any employee of the Library who, having worked for ninety (90) calendar days is appointed to any position within the permanent establishment of the Library.

“Casual employee” is an employee who works on an unscheduled and/or irregular basis. Casual workers will be available to work during such times as vacation time, sick time, and bereavement leave time, if no employee is available for those hours at regular time.

1.02 Union Membership

All employees except as indicated in the above, as a condition of continuing employment shall become and remain members in good standing of the Union. All future employees of the Library shall, as a condition of continued employment,

become members in good standing in the Union not later than after one (1) month of continuous employment with the Library.

1.03 Work in Bargaining Unit

It is recognized by the Employer that employees whose jobs are not in the bargaining unit shall not normally work on any jobs which are included in the bargaining unit except in cases of emergency and for purposes of training and/or instruction. No bargaining unit employee shall lose any hours of work.

Volunteers - are individuals that provide their time to the Library without compensation. The purpose of using volunteers is to augment the existing services provided by bargaining unit members. Volunteers will not have access to confidential personal information of Library patrons or bargaining unit members. The parties agree that there will be no reduction in the number of bargaining unit positions as a result of volunteers being used.

Grant Funded Employees - are individuals whose employment is subject to the Library receiving a grant funding from an outside third party for part or all of the cost of the employees' wages. Grant Funded Employees will have limited access to confidential personal information of Library patrons. The parties agree that there will be no reduction in the number of bargaining unit positions as a result of Grant Funded Employees providing services.

Students - are individuals that provide their time to the Library without compensation. The purpose of using students is to provide these students with relative work experience in their chosen field of study. Students will have limited supervised access to confidential personal information of Library patrons or bargaining unit members. The parties agree that there will be no reduction in the number of bargaining unit positions as a result of students being used.

ARTICLE 2 - DURATION, REVISION AND TERMINATION OF AGREEMENT

- 2.01 This Agreement shall be binding on both parties from the 1st day of January 2025 up to and including its expiry on the 31st day of December 2028.
- 2.02 All Articles of this Agreement shall be retroactive to January 1, 2025, unless otherwise specified.
- 2.03 (a) Either party may serve written notice to the other party of its desire to enter into negotiations to revise or renew or to terminate this Agreement. Such notice shall be submitted not more than ninety (90) and not less than thirty (30) calendar days prior to the expiry date of this Agreement. Within (30)

calendar days of receipt of such notice by one party, the other party is required to enter into negotiations for a new Agreement. This thirty (30) day time limit may be extended by mutual agreement.

- (b) In the event that no notice is given in accordance with a) above, this Agreement shall continue in full force and effect from year to year thereafter unless written notice is served by either party hereto upon the other not less than thirty (30) calendar days prior to the anniversary date of the Agreement's expiration.

ARTICLE 3 - RESPECTFUL WORKPLACE/NO HARASSMENT/NO DISCRIMINATION

3.01 The parties agree that there shall be no discrimination based on:

- ancestry, including colour and perceived race
- ethnic background or origin
- age
- language
- citizenship
- Indigenous origin
- nationality or national origin
- political belief, association or activity
- religion or creed
- gender, including pregnancy
- marital status or family status
- civil status
- sexual orientation
- gender identity
- gender expression
- physical or mental disability
- social condition
- source of income
- social disadvantage
- place of residence
- membership or non-membership or activity in the union

3.02 No Harassment

The Board of Gaynor Family Regional Library and CUPE Local 336 jointly affirm that every employee in the organization, within their jurisdiction, shall be treated fairly. The work environment must be free of all forms of harassment. The principle of fair treatment is a fundamental one and both the Board and the Union do not and will not condone any improper behaviour on the part of its employees and members which would jeopardize their dignity and well being and/or undermine work relationships and productivity. Harassment is an unacceptable

behaviour in our workplace. The Board of Gaynor Family Regional Library and CUPE Local 336 affirm this.

- (a) No individual should suffer from or be exposed to harassment at work based upon characteristics that include age, race, colour, political or religious affiliation, sex, sexual orientation, gender identification or marital status, mental or physical disability, record of criminal offences, nor by reason of membership or activity in the Union.
- (b) Harassment means any improper behaviour by a person that is directed at and/or is offensive to any employee and which that person knew or ought reasonably to have known would be inappropriate or unwelcome. It comprises objectionable conduct, comment, or display, made on either a one-time or continuous basis that demeans, belittles, or causes personal humiliation or embarrassment to an employee or has the effect of substantially or unreasonably interfering with an employee's work performance or creating an intimidating, hostile, or offensive working environment.
- (c) Sexual harassment is a particularly objectionable course of conduct or comment which cannot be tolerated, as it represents an intrusion upon a person's sexual dignity as a woman or man. Sexual harassment is:
 - (i) Unwanted sexual attention, objectionable conduct, comment, or display made either on a one-time or continuous basis that demeans, belittles, or causes personal humiliation or embarrassment to an employee; or
 - (ii) An implied or expressed promise of reward for complying with a sexually oriented request; or
 - (iii) An implied or expressed statement that compliance with a sexually oriented request is expected in order to maintain existing benefits; or
 - (iv) An implied or expressed threat of reprisal, in the form of actual reprisal or the denial of opportunity for refusal to comply with a sexually oriented request; or
 - (v) Sexually oriented behaviour, language, and printed matter (including but not limited to jokes, anecdotes, and pictures) of a persistent and unwelcome nature which create a negative (psychologically and emotionally) environment for work.
- (d) Racial discrimination is a form of harassment defined as:

- (i) **Differential treatment of an individual because of nationality, race, colour, ancestry, or ethnic origin; or**
- (ii) **An action or policy which has an adverse impact on an individual because of their race, colour, nationality, ancestry, or ethnic origin; or**
- (iii) **Use of stereotyped images or language (including but not limited to pictures, jokes and anecdotes) which suggest that all or most members of a racial or ethnic group are the same, thereby denying their individuality as persons, when such conduct has the purpose or effect of substantially or unreasonably interfering with an employee's work performance or creating an intimidating, hostile, or offensive working environment.**
- (iv) **It is both the right and the responsibility of any employee who believes that they have been subjected to harassment as defined above to immediately report such concerns to the Executive Director or Union. The Executive Director or designate and/or the Union shall undertake to investigate all alleged occurrences expeditiously. The complainant will be advised of the results of the investigation and the action, if any to be taken. This procedure does not preclude any employee from initiating a grievance.**
- (v) **Where the alleged harasser is the person who would normally deal with the first step of such grievances, the grievance will automatically be sent forward to the next step.**
- (vi) **No information relating to the grievor's personal background, lifestyle or mode of dress will be admissible during the grievance or arbitration process.**
- (vii) **All information, documented or otherwise, pertaining to complaints of harassment and their investigation shall be dealt with in confidence and as expeditiously as possible.**
- (viii) **In cases where a complaint of harassment is under investigation, the individual has the right to request through the Executive Director, to discontinue contact with the alleged harasser without penalty, pending the outcome of such investigation in accordance with the provisions of this clause. Such request shall not be unreasonably withheld.**

In cases where harassment has been proven which may result in the transfer of an individual, where possible, it shall be the harasser who is transferred. The individual who is harassed would not be transferred against their will.

- (ix) Any employee who, as a result of a full investigation is determined to be in violation of this clause may be subject to disciplinary action.
- (x) No employee shall be subject to reprisal, threat of reprisal, or discipline as a result of filing a valid harassment complaint.
- (xi) In order to safeguard employees against the effects of malicious allegations of harassment, or vindictive complaints, individuals found guilty of such activities may be subject to disciplinary action.

3.03 The complainant may elect to be present with a Union Representative at any meeting where the Employer is taking disciplinary action against the harasser.

3.04 Where the Employer fails to take appropriate disciplinary action the complaint shall be eligible to be processed as a grievance.

3.05 No Barrier to Employment Equity

Nothing in this Article shall be construed as a barrier to the formulation or implementation of any employment equity plan mutually agreed upon by the Employer and the Union.

ARTICLE 4 - TRANSFER, PROMOTION, LAYOFF AND RECALL

4.01 (a) Job Postings

The Employer shall post, within seven (7) calendar days, a written notice of all vacant or new positions in the bargaining unit for seven (7) calendar days on the bulletin boards so that employees may make application for such positions and will provide a copy or copies of the job posting(s) to the Local Stewards and/or National Representative. The Employer will endeavour to fill the position within eight (8) weeks of the notice being posted.

Positions shall be advertised within one (1) week of vacancy. The position shall be filled within seven (7) days of the closing of the posting.

(b) Information in Postings

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range. These qualifications may not be established in an arbitrary or discriminatory manner.

(c) Outside Advertising

The Employer may run coincidental outside advertisements to recruit qualified candidates where there are no qualified internal candidates. **The Employer shall seek concurrence from the Local Steward and/or National Representative prior to posting outside advertisements to recruit qualified candidates.**

(d) Method of Making Appointment

Both parties recognize that promotional opportunity should increase in relation to an employee's seniority.

In making transfers or promotions, appointment shall be made of the most senior qualified applicant.

(e) Trial Period

The successful applicant shall be placed on trial for a period of ninety (90) calendar days. Conditional on satisfactory service, such trial promotion shall become permanent after the period of ninety (90) calendar days. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period or if the employee finds themselves unable to perform the duties of the new position, they shall be returned to their former position without loss of seniority and at the appropriate salary for that classification. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority and at the appropriate salary for that classification.

(f) All employees will be given an opportunity to qualify for any classification listed in Schedule "A". In cases of promotion requiring higher qualification or certification, the Employer shall **inform the Local Steward and/or National Representative that the Employer will be giving consideration to the senior employee who does not possess the required qualifications but is preparing for qualification prior to filling of a vacancy. Such employee will be given an opportunity to qualify within a period of not less than thirty (30) and not more than ninety (90) calendar days and to revert to their former position if the required qualifications are not met within such time.**

- (g) A list of all Library employees, including casual workers will be posted and updated on a regular basis. The list will show employee's names, starting dates and classifications.
- (h) The Library will provide the Steward of the Local Union and/or the National Representative with a letter regarding the promotion, demotion, transfer, reclassification or hiring of any person to any position deemed to be within the bargaining unit within ten (10) days of such occurrence.

4.02

(a) Layoff

Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of layoff, or reduction of hours, employees shall be laid off in the reverse order of their seniority, providing the remaining employees are qualified to perform the work.

(b) Layoff Notice

The Employer shall give four (4) weeks' notice to an employee who is to be laid off. In lieu of this period of notice the Employer shall pay the employee for the number of days they would have worked in this period.

(c) Recall

When a permanent employee is laid off due to lack of work or suspension of operations and does not otherwise voluntarily resign, they shall be retained on a recall list for a period not exceeding thirty-six (36) months unless recalled to work within that period. While on a recall list the employee will retain their seniority standing but will not be considered as an employee for the purpose of this Agreement.

When a temporary employee is laid off due to lack of work or suspension of operations and does not otherwise voluntarily resign, they shall be retained on a recall list for a period not exceeding six (6) months unless recalled to work within that period. While on a recall list the employee will retain their seniority standing but will not be considered as an employee for the purposes of this Agreement.

Any permanent employee who has a reduction of regularly scheduled hours, shall have first option for additional hours, to the extent of any such reduction, before a new employee is hired, provided the permanent employee:

- (i) is qualified to perform the work;

- (ii) can perform the work at regular rates and without the banking of hours;
- (iii) does not cause Articles 7.02 or 8 to be invoked; and
- (iv) will be paid at the rate established for the position notwithstanding Article 6.02.

The Library shall fill a vacant or new position by posting the position and then fill from the recall list, thereby ensuring right of first refusal by permanent employees who are qualified.

A recall list shall be maintained, and recalls will be made from the list in order of seniority, if the employee is qualified to fill the position. Notification of recall will be by registered letter to the last known address of the person concerned.

Unless the employee can provide a reasonable explanation, failure to be available for work within fourteen (14) calendar days of receiving their registered letter shall make them ineligible for any further recall. It is the responsibility of those on recall lists to keep the Personnel Office informed of their current addresses.

- 4.03 In the event of an employee on long term illness returning to their designated classification, the Union shall recognize that the employee filling the term position will be required to revert to their former position at the appropriate designated salary. All employees affected by the return shall in turn revert to their former position and appropriate designated salary.
- 4.04 **Should one or more of the Library's major funders (RM of St. Andrews, RM of St. Clements, City of Selkirk or the Province of Manitoba) cut funding which results in a reduction of the Library's annual budget of five percent (5%) or more, the Employer and the Union shall work together to come to an agreement that allows the Library to remain open.**

ARTICLE 5 - SENIORITY

- 5.01 Seniority shall be defined as length of service within the bargaining unit from date of hire.
- 5.02 (a) Seniority List

An employee shall be placed on the seniority list following the successful completion of their ninety (90) calendar day probation period. However, should the Employer determine that an employee's probation should be extended an additional ninety (90) calendar days, the Employer may do so provided the Union agrees. The employee's seniority shall then be credited retroactive to their date of hire as a permanent employee. The Employer agrees to provide an up-to-date seniority list for each employee in June of each year.

(b) Prior Service

A temporary employee shall have their accumulated experience in previous years counted towards the completion of their probation period, provided the experience is in the same classification as the new position.

(c) Loss of Seniority

An employee shall lose their seniority and their employment shall cease for any one (1) or more of the following reasons:

- (i) the employee voluntarily quits, or
- (ii) the employee is discharged for just cause, or
- (iii) the permanent employee has been on layoff for a period of more than thirty-six (36) months, or
- (iv) the employee fails to report to work after being recalled from layoff in accordance with 4.02 (c), or
- (v) the employee is absent from work for four (4) working days and fails to properly notify the Employer unless there is sufficient reasonable cause for such failure, or
- (vi) the temporary employee has not been employed by the Library for a period of more than six (6) months.

ARTICLE 6 - CLASSIFICATION OF EMPLOYEES AND WAGE RATES

6.01 Employees shall be classified and paid according to the rates set forth in Schedule "A".

- 6.02 Where an employee is temporarily required to perform the duties of a lower paid position, they shall not have their rate of pay reduced. Where an employee is temporarily required to perform the duties of a higher paid position, they shall receive the appropriate higher rate of pay.
- 6.03 While on vacation leave, sick leave, bereavement leave or other paid leave of absence, an employee shall be paid at a rate of pay calculated as the employee's average hourly rates, excluding overtime rates, over the previous one (1) full pay period, during the period of such leave.
- 6.04 Where a temporary/term position has been filled by an employee for a period of 12 continuous months, a review shall be then undertaken by the Employer with consultation from the Union to determine the necessity of the position and whether it should be made permanent or extended as temporary.
- 6.05 Where there is a new position that does not fit within an existing CUPE job classification, the Employer shall determine the proper rate of pay in consultation with the Union for the new position based on the relationship established by comparing the rates and job duties of other classifications in the bargaining unit.

ARTICLE 7 - REGULAR HOURS OF WORK

- 7.01 (a) The regular hours of work for employees shall not exceed seven and one-half (7½) hours per day (excluding a one-half (½) hour meal period) or thirty-seven and one-half (37½) hours per week with two (2) consecutive days off. Employees have the choice of opting out of consecutive days off clause via written request to the Employer and Union. This would remain in effect until employee changes positions within the Library.
- (b) All employees shall be permitted rest periods and meal periods as follows:
- (i) Seven to seven and one-half (7-7½) hour shift - Fifteen (15) minute rest period in the first half and in the second half of the shift plus a one-half (½) hour unpaid lunch break.
 - (ii) Five to six and one-half, (5-6½) hour shift - Fifteen (15) minute rest period and a one-half (½) hour unpaid lunch break.
 - (iii) Three to four and one-half (3-4½) hour shift - One fifteen (15) minute break.
- 7.02 Employees regular hours of work shall not be in excess of five (5) days per week.

- 7.03 The workweek will be from Sunday to Saturday.
- 7.04 A permanent employee who is required to report for work and is told to go home shall receive three (3) hours' pay at their regular straight time hourly rate.
- 7.05 An employee will be provided with four (4) weeks notice of any permanent change to their regular work schedule.
- 7.06 The Employer shall offer any additional shifts to employees based on the seniority of the employees who have indicated they wish to work additional shifts. **This shall also apply when filling in shifts due to employees calling in sick.**

ARTICLE 8 - OVERTIME

- 8.01 Overtime shall be defined as any additional hours worked by an employee that is in excess of seven and one-half (7½) hours per day or, thirty-seven and one-half (37½) hours per week, or in excess of five (5) days per week.
- 8.02 Overtime shall be paid at one and one-half (1½) times the employees' regular wage.
- 8.03 The Employer shall allow an employee to bank overtime hours at straight time for all time the employee is required to work over their regularly scheduled day. No employee may bank more than twelve (12) hours at any period of time. All banked hours must be taken by the end of the calendar year. Overtime credits may be taken as time off at the time mutually agreed between the employee and the Employer.
- 8.04 **Minimum Callback Time**

Any employee who is called in and required to work outside their regular working hours shall be paid for a minimum of three (3) hours at the appropriate rate of pay, with the exception of staff meetings.
- 8.05 The Employer shall attempt to give the employee twenty-four (24) hours' notice of overtime.
- 8.06 When an employee is required to work in excess of two (2) hours beyond their regular quitting time without advance notice prior to starting their shift, the Employer will supply the employee with a half (½) hour meal break.
- 8.07 **Sharing of Overtime**
Overtime shall be divided as equitably as possible amongst employees who are willing and qualified to perform the available work. Employees shall signify in advance in writing their desire to work overtime.

- 8.08 Employees shall be allowed to bank up to twenty-one (21) hours at any one period of time in lieu of worked general holidays, for the employee's future use, at a time mutually agreed to between the employee and the Employer.

ARTICLE 9 - SICK PAY

- 9.01 An employee is only permitted to be absent from work on sick leave by virtue of being unable to perform the duties of their position due to illness or injury (physical or mental). The employee shall only be paid for such absences to the extent they have accumulated sick leave.

- 9.02 Employees shall accumulate sick leave as follows:

Two (2) days of sick leave for every month of service for those employees who are scheduled to work twenty (20) or more hours a week; one (1) day of sick leave for every month of service for those employees who are scheduled to work fourteen (14) to nineteen (19) hours a week; five (5) hours of sick leave for every month of service for those employees who are scheduled to work less than fourteen (14) hours a week. Sick leave may only accumulate to a maximum of one hundred and twenty (120) days/eight hundred and forty (840) hours. Sick pay shall be paid out based on the hours an employee is normally scheduled to work on the day of absence.

Effective date of ratification the following will apply to any new employees who work less than fourteen (14) hours per week:

Employees who average less than fourteen (14) hours a week would receive the average hours work over the previous four (4) weeks divided by ten (10). *Example: 13 hours a week would have $4 \times 13 = 52/10 = 5.2$ hours sick time a month. But a 5 hour a week position would get 2 hours a month.*

- 9.03 An employee shall be entitled to receive sick leave pay commencing on their date of hire.
- 9.04 (a) The Employer, at any time after three (3) days, may require the employee to provide a medical certificate from a qualified physician indicating whether or not the employee is able to carry out the duties of their position.
- (b) The Employer will not unreasonably request such medical certificate.
- (c) The Employer shall be responsible for the cost of such medical certificate.

- 9.05 Sick leave without pay shall be granted to an employee for a reasonable period of time where the employee has no sick leave credits accumulated and upon presentation of proof of illness. This clause shall not be used in an unreasonable manner.
- 9.06 Suspected abuse of sick leave will be investigated and proved instances of abuse will result in severe disciplinary action. The Union agrees to assist the Employer in ensuring that there will be no abuse of sick leave.
- 9.07 An employee shall be allowed to utilize up to five (5) working days per year of their accumulated sick time to attend to a dependent family member per year.
- 9.08 Each employee shall be allowed to up to two (2) hours paid leave, up to three (3) times per year, for medical or dental appointments.
- 9.09 Employees shall be provided the number of hours of sick leave accrued in a monthly report and shall be shown how the sick leave accrued was calculated.

ARTICLE 10 - ANNUAL VACATION

- 10.01 The vacation year shall be from January 1st to December 31st.
- 10.02 All vacation time will be granted and must be taken in the year after the year in which the vacation is earned.
- 10.03
- (a) All employees having completed one (1) or more years of continuous service shall be entitled to two (2) weeks of vacation with pay or equivalent hours of work based on the employee's regular hours.
 - (b) All employees having completed three (3) or more years of continuous service shall be entitled to three (3) weeks of vacation with pay or equivalent hours of work based on the employee's regular hours.
 - (c) All employees having completed five (5) or more years of continuous service shall be entitled to four (4) weeks of vacation with pay or equivalent hours of work based on the employee's regular hours.
 - (d) All employees having completed ten (10) or more years of continuous service shall be entitled to five (5) weeks of vacation with pay or equivalent hours of work based on the employee's regular hours.

- (e) All employees having completed fifteen (15) or more years of continuous service shall be entitled to six (6) weeks of vacation with pay or equivalent hours of work based on the employee's regular hours.
- 10.04 An employee shall be entitled to receive their vacation in unbroken periods up to a maximum of four (4) weeks, unless otherwise agreed upon between the employee and the Employer. Longer unbroken vacation periods may be allowed at the discretion of the Employer.
- 10.05 Any employee who has not earned a full years' vacation shall be entitled to a prorated vacation based on the time they have worked.
- 10.06 The Employer shall be responsible for arranging the vacation schedule prior to **March 15th** of any calendar year. Vacation request forms shall be posted by the Employer by **January 15th** of any calendar year. All employees shall provide to the Employer their completed vacation request forms by **February 15th** of any calendar year. The completed vacation schedule shall then be posted by **March 15th** of any calendar year. Annual vacations shall be granted in order of seniority. Any changes in the vacation schedule can be made by mutual agreement of all parties.
- 10.07 Any employee who is laid-off, resigns or otherwise terminates their employment shall be entitled to be paid for any unused vacation time.
- 10.08 Nothing in this agreement precludes an employee from taking their vacation in shorter periods such as one shift.
- 10.09 Vacation will only be deducted for any period that the Library is actually open.
- 10.10 If the Library is closed on a regular work day for reasons other than a statutory holiday, all employees who would have normally been scheduled to work that day will be paid as if that was a regular work day regardless if any of the employees normally scheduled to work that day.
- 10.11 **Employees shall have the option to payout five (5) remaining accrued vacation days prior to the new year. Requests must be submitted to the Employer four (4) weeks prior to the end of the year.**

ARTICLE 11 - STATUTORY HOLIDAYS

- 11.01 The following shall be recognized as paid statutory holidays:

New Year's Day	Labour Day
Louis Riel Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Sunday	Remembrance Day
Victoria Day	Christmas Day
July 1	Boxing Day
Terry Fox Day	

and any other day proclaimed by federal, provincial, or municipal government as a holiday. The Library will recognize Easter Monday as a statutory holiday if its standard "Monday closed" status is altered/changed.

- 11.02 When a statutory holiday falls on an employee's regularly scheduled day off they shall be entitled to either an additional day's pay or an additional day off with pay. The method of payment shall be mutually agreed upon between the employee and the supervisor. For the purpose of this Article "day" shall be defined as the number of hours the employee ordinarily works in one calendar day. An employee who is regularly scheduled for less than seven (7) shifts in a pay period shall have their statutory holidays awarded as per the *Employment Standards Code*.

ARTICLE 12 - HEARING OF GRIEVANCES AND DISPUTES

- 12.01 The purpose of this Article is to establish a prompt and orderly procedure to discuss and resolve legitimate grievances.

- 12.02 **All grievances shall be considered and settled on their individual merits, and not dismissed by reason of any technicality. However, it is clearly understood that time limits established therein are for the sake of procedural orderliness and are to be adhered to. The time limits specified below may be extended by the mutual agreement of the parties as confirmed in writing.**

Policy grievances and disciplinary grievances greater than a written reprimand and any other grievances impacting other employees aside from the Grievor may be submitted directly at Step 2 of the grievance procedure.

- 12.03 The parties will approach the resolution of grievances in a problem-solving manner. Should a resolution not be achieved during the aforementioned timeline, then a grievance may be filed within ten (10) working days. A grievance shall be defined as a written complaint from an employee, the Union or the Employer concerning the interpretation or application of this Agreement.

Step 1

An employee who believes that they have a justifiable complaint shall take the matter up with their supervisor within twenty-one (21) calendar days of first

becoming aware of the incident giving rise to the complaint. The supervisor shall respond to the complaint within seven (7) calendar days. Where the employee is dissatisfied with the supervisor's decision, they may refer the matter to the Union Grievance Committee.

Step 2

- (a) Where the immediate supervisor referred to in Step 1 is not the Librarian, the Union shall forward the grievance together with a statement of particulars and the redress sought on the grievance form to the Librarian within twenty-one (21) calendar days of the supervisor responding at Step 1.
- (b) Where the supervisor referred to in Step 1 is the Librarian, the Union shall forward the grievance together with a statement of particulars and the redress sought on the grievance to the Chairperson of the Library Board or their designate, within twenty-one (21) calendar days of the supervisor responding at Step 1.

Step 3

Where Step 2 (a) applies, the Librarian shall respond to the grievance within seven (7) calendar days.

Where Step 2 (b) applies, a subcommittee appointed by the Board shall meet with the Librarian, Union Representative and grievor within twenty-one (21) calendar days of receipt of the grievance to discuss same. The subcommittee of the Library Board shall respond to the grievance within seven (7) calendar days from the meeting.

- 12.04 Failure of one party to respond to the grievance or forward the grievance to the next step within the mandatory time limits shall cause the grievance to be settled in favour of the other party. Time limits in the grievance procedure may be extended by the mutual written consent of the parties.
- 12.05 The Employer or the Union shall have the right to initiate a grievance at Step 2 of the procedure.
- 12.06 Meetings between the Employer and the employee shall, when possible, be held during working hours without loss of wages to the employee.

ARTICLE 13 - ARBITRATION

13.01 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration the request shall be made by **either email or registered mail** addressed to the other party of the Agreement, indicating the name of its proposed sole arbitrator.

The Board of Arbitration shall consist of a single arbitrator. The following is the list of arbitrators who shall be chosen in order of rotation:

- a) **Michael Werter**
- b) **Kristin Gibson**
- c) **John Korpesho**
- d) **Karine Pelletier**
- e) **Blair Graham**

13.02 Failure to Appoint

If the recipient of the notice fails to appoint an arbitrator or if the parties are unable to agree upon a sole arbitrator, then an appointment shall be made by the Manitoba Labour Board upon the request of either party.

13.03 Board Procedure

The arbitrator may determine their own procedure but shall give full opportunity to all parties to present evidence and make representation to them. They shall hear and determine the differences or allegations and render a decision within twenty-one (21) calendar days of a request for a meeting.

13.04 Decision of the Board

The decision of the arbitrator shall be final and binding and enforceable on all parties but in no event shall the arbitrator have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the arbitrator shall have the power to dispose of any discharge or a discipline grievance by any arrangement which in their opinion they deem just and equitable.

13.05 Should the parties disagree as to the meaning of the decision either party may apply to the arbitrator to reconvene to clarify the decision which shall be done within seven (7) days.

13.06 Expense of the Board

The expenses of the sole arbitrator shall be divided equally between the parties.

13.07 Amending of Time Limits

The time limits fixed in the arbitration procedure may be extended by written consent of the parties to this Agreement.

13.08 Witnesses

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employees concerned as witnesses and any other witnesses and all reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

13.09 Where both parties agree in writing the matter shall be submitted to a Board of Arbitration.

13.10 Nothing herein shall prohibit the parties from agreeing on a single arbitrator. If the parties so agree, the provisions of this Article relating to an Arbitration Board shall apply mutatis mutandis to the single arbitrator.

ARTICLE 14 - DISCHARGE, SUSPENSION AND DISCIPLINE

14.01 The Employer shall not discipline nor dismiss any employee except for just cause.

14.02 The Employer agrees to provide the employee and the President of the Local Union with a copy of any disciplinary action taken against the employee.

14.03 Where the Employer makes a written assessment of an employee's work performance the employee shall be entitled to receive a copy. The employee shall be advised of the shortcomings of their work and of the standard of work required by the Employer. The employee shall sign the assessment, indicating only that they have read and understands the contents. They may elect to respond to the assessment, which shall become a part of their record.

14.04 The Employer shall, upon the individual request of an employee, review the employee's file and work history and may agree to remove some or all of the documents on file relating to discipline or work performance. The employee may make such a request not more than once every two (2) years.

14.05 The Employer affirms its commitment to the principle of progressive discipline and agrees that except in cases of extreme misconduct, discipline will proceed in stages, e.g., verbal warning, written warning, suspension(s), discharge, as appropriate.

ARTICLE 15 - REPRESENTATION OF EMPLOYEES

- 15.01 The Library Board or a Committee of the Library Board and Canadian Union of Public Employees, Local 336 may request, when occasion arises, a meeting with representatives of the other to discuss general working conditions. Such discussions will be held within ten (10) calendar days of a request for a meeting. The parties may make only one (1) such request per calendar year.

ARTICLE 16 - SUPPLEMENTARY COMPENSATION

- 16.01 Where an employee has applied for Workers' Compensation benefits and if the compensation payments are delayed, the employee may request an advance from the employee's sick leave bank for the amount they would be entitled to from Workers' Compensation. Said advance shall be repaid by the employee upon receipt of the compensation cheque and credited back into the employee's sick leave bank.
- 16.02 Effective January 1, 2025, the Employer shall match contributions to an RRSP in the amount of five percent (5%) of gross earnings for all employees who wish to enrol in the plan.

ARTICLE 17 - LEAVES OF ABSENCE

17.01 **Bereavement Leave**

- (a) Where there is one (1) or more deaths in the immediate family of an employee, they shall be granted bereavement leave for a period up to five (5) consecutive working days including the day of the funeral without loss of their regular straight time pay. Immediate family shall mean father, mother, brother, sister, stepfather, stepmother, spouse, life partner (common law), or child.
- (b) Where there is a death of an employee's mother-in-law, father-in-law, brother-in-law, sister-in-law, grandmother, grandfather, or grandchildren, the employee shall be granted bereavement leave for a period up to three (3) days without loss of their regular straight time pay.
- (c) Where there is a death of an employee's aunt, uncle, niece, or nephew, the employee shall be granted bereavement leave for a period up to one (1) day without loss of their regular straight time pay.

- (d) In the event that an employee is required to act as a pallbearer, they shall be granted a leave of absence for one (1) day without loss of their regular straight time pay.
- (e) An employee may request an extended leave of absence without pay upon expiration of bereavement leave. Such application shall not be unreasonably denied.

17.02 Jury or Court Witness Duty

The Employer shall grant leave of absence with pay and without loss of seniority to an employee summoned or subpoenaed as a court witness or called for jury duty providing the employee is not appearing as a witness in their own personal matters. The employee shall remit all witness fees or jurors' fees, excluding payment for travelling, meals and other expenses to the Employer and will present proof of service and the amount of pay received.

17.03 Leave of Absence for Public Affairs

The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow unpaid leave of absence up to one (1) month without loss of benefits so that an employee may be a candidate in federal, provincial, or municipal elections. The cost of fringe benefits during the period of leave of absence shall be paid by the employee concerned.

17.04 General Leave

Where operation requirements permit, the Employer may grant leave of absence without pay and without loss of seniority to any employee requesting such leave for a good and sufficient cause, such request to be in writing. In the event that leave is refused, the Union may appeal on behalf of such employee to the Employer-Employee Relations Committee. During the period of any such leave of absence, although there shall be no loss of seniority, the Employer will not be expected to make any contribution towards the fringe benefits of the employee, nor will the employee be credited with any days of sick leave or accumulated vacation entitlement for the said period.

17.05 Union Leave

- (a) Where operation requirements permit, the Employer shall grant a leave of absence with pay to an employee who makes such a request in writing at least five (5) working days in advance of the date the leave is to commence. The period of such absence shall not exceed ten (10) consecutive working

days. The Union shall reimburse the Employer for all pay and benefits during the period of absence.

- (b) Leave of absence for Union business or longer duration than ten (10) consecutive working days shall be considered by the Library under the provisions of general leave.

17.06 Wellness Leave

The Employer shall grant a leave of absence with pay, without loss of seniority to any employee requesting such leave for a good and sufficient cause. Employees may request a maximum of five (5) days per year for wellness leave. Requests must be within 48 hours between requesting the day off and the day off requested. Approval of wellness days will not be unreasonably denied.

Wellness Leave may only be taken as paid time off and any unused days will not be paid out at the end of the year. Wellness Leave is not subject to carry over from year to year. Use of Wellness Leave shall not be considered part of the employee's personal attendance record.

An employee's sick leave will not be reduced to less than at least one day paid sick leave for each subsequent full month of employment as a result of this entitlement.

17.07 Employment Standards Leave

The Employer shall grant leaves in accordance with *The Employment Standards Code*, such as:

- Compassionate Care Leave
- Maternity/Parental
- Citizenship Leave
- Leave Related to Death or Disappearance of a Child
- Reservist Leave
- Leave for Organ Donation
- Public Health Emergency Leave

ARTICLE 18 - CHECKOFF DUES

- 18.01 The Library agrees to deduct from the wages and salaries of the employees covered by this Agreement, the dues payable to the Canadian Union of Public Employees, Local 336 which shall be turned over monthly in one (1) sum to the Treasurer of said Union accompanied by a list of the names and addresses of all employees from

whose wage's deductions have been made. This shall not apply to persons employed less than thirty (30) days.

ARTICLE 19 - USE OF EMPLOYEE VEHICLES

- 19.01 An employee who is required to use their vehicle on Employer business shall be paid the greater amount of:
- (a) Fifty cents (50¢) for each kilometre driven on behalf of the Library, which does not include any distance travelled for the employee to report to work or return home, or
 - (b) An employee who is required to use their vehicle in the City of Selkirk shall be paid four dollars and fifty cents (\$4.50) per trip with the understanding that all trips must be authorized by the Employer.

ARTICLE 20 - COPIES OF AGREEMENT

- 20.01 The Union and the Library desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. The Union and the Library shall share equally the cost of printing the Agreement at the Gaynor Family Regional Library. Copies of the Agreement shall be supplied to all employees and sufficient additional copies shall be printed for the use of the Union Executive and Library officials.

ARTICLE 21 - WORKPLACE SAFETY AND HEALTH

- 21.01 A Workplace Safety and Health Committee shall be established which shall be composed of one (1) Union and one (1) Employer members.

ARTICLE 22 - RIGHTS, PRIVILEGES, AND IMMUNITIES

- 22.01 In administering this Agreement the Employer shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.
- 22.02 Any intended contracting out of work normally performed by the members of the bargaining unit shall be discussed with the Union.
- 22.03 An employee has the right to request information from their file relating to sick leave accumulation, vacation entitlement, banked hours and workers' compensation used. The Employer shall provide the information for all reasonable requests.

22.04 Management Rights

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 23 - LABOUR MANAGEMENT ADVISORY COMMITTEE

- 23.01 An advisory committee will be set up consisting of not more than three (3) representatives appointed by the employees, whose duty it shall be to meet with not more than three (3) representatives appointed by the Employer, as required, at the request of either party, to discuss working conditions, upgrading, economy of operation, quality and quantity of service and any other matter to promote a more harmonious relationship between the Employer and the employees. It is mutually agreed between the Employer and the Union to support this Committee. Meetings shall be scheduled one (1) month in advance to provide adequate notice to both parties.

ARTICLE 24 - JOB DESCRIPTION AND CLASSIFICATION

- 24.01 The Employer agrees to provide the Union with a job description for all classifications in the bargaining unit. If the Union does not present a written objection to the Employer within thirty (30) calendar days of classification, the classification shall form part of this Agreement.
- 24.02 When there is a clearly defined increase in the responsibilities of a position, the employee, with the agreement of the Union Representative, shall have the right to request, in writing, a review of their classification. Any such request shall be forwarded to the Employer together with supporting documentation. A request from an employee will not be made more than once in a twelve (12) month period. The Employer shall review the request and respond within thirty (30) calendar days of the written request.
- 24.03 Should a new position be created, or an existing position be substantively changed the Employer and the Union shall negotiate the appropriate rate of pay. Both parties agree to act reasonably in these discussions. Should the parties not be able to reach agreement as to the appropriate rate of pay, either party can refer the matter to the grievance/arbitration process for a resolution.

ARTICLE 25 - LABOUR MANAGEMENT AND NEGOTIATIONS

25.01 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.

25.02 Assistance During Negotiations

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

25.03 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.

25.04 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 to a maximum of two employees per meeting.

25.05 Joint Job Description Committee

There shall be a Joint Job Description Committee consisting of two (2) members from each of the Parties. Subject to the following guidelines, the Parties will implement their own terms of reference for the Committee:

The Committee shall consult with the affected employee(s) and the appropriate supervisor, but the affected employee(s) and supervisor shall not have veto rights over the decision of the Committee.

Either Party may request a meeting of the Committee to review a job description.

The Committee shall convene a meeting within fourteen (14) calendar days of the request. The job description shall be reviewed, and any necessary amendments made within thirty (30) calendar days of the meeting. Timelines may be extended by mutual agreement.

No employee shall have their wages reduced as a result of an amendment to a job description.

Should the Committee propose amendments to the job description, or create a new job description, the Committee members will then forward the job descriptions with their recommendation, to the Parties.

Upon agreement to the job description, the Parties will then submit the job description to their respective negotiating committees if required.

The descriptions shall become the recognized job descriptions once they have been agreed to and negotiated, if applicable, by the Parties.

Failing mutual agreement, the dispute may be referred to the grievance and arbitration procedure.

The parties agree to make a joint application for grievance mediation should the grievance procedure not result in a mutually agreeable resolve.

Should the parties disagree with a decision made by the Joint Job Description Committee, it is agreed that the Union and the Employer shall engage the services of Conciliation Services to make a binding determination.

25.06

Labour Management Committee

During the term of the Collective Agreement, the Labour Management Committee will be set up consisting of a total of not more than three (3) Union members and the National Representative whose duties it shall be to meet, at a mutually agreed upon time, with two (2) representatives from the Employer, to discuss working conditions, seniority, upgrading and any other matters that might promote a more harmonious relationship. It is mutually agreed between the Employer and Union to give support to this Committee.

Meetings will be held on a quarterly basis throughout the year and shall occur during normal working hours provided that representatives attending in their non-working hours are without pay. The Committee shall not have jurisdiction to amend any of the terms and conditions contained in the Collective Agreement.

ARTICLE 26 - DOMESTIC VIOLENCE

26.01

The Employer recognizes that employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. For that reason, the Employer agrees that an employee who is in an abusive or violent situation will not be subject to discipline if the absence or performance

issue can be linked to the abusive or violent situation directly affecting them or their immediate family living in their household.

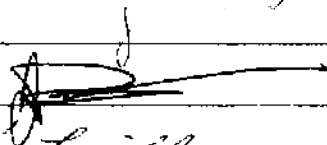
An employee dealing with violence or abuse in their personal life will be granted up to five (5) days of paid leave per year which may be used consecutively or when needed throughout the year. Employees are also entitled to up to twenty-six (26) additional weeks without pay which shall be taken in one (1) continuous period.

An Employer must maintain confidentiality in respect to all matters related to an employee's leave under this clause. The Employer will not disclose any information relating to the leave to anyone except where another employee requires the information to carry out their duties, or is required by law, or with the consent of the concerned employee.

The parties understand domestic violence can affect all workers in a workplace and will work together to ensure all workers safety should such a disclosure occur. The parties agree to meet to discuss safety planning at the workplace for the individual and for the staff as a whole. The parties agree a support or resource person may be present at such meetings. All information will be treated as confidential and shall only be shared as agreed.

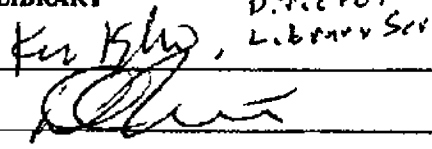
Dated this 20 day of May, 2025.

FOR CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 336



AJH/ma/cop491

FOR GAYNOR FAMILY REGIONAL
LIBRARY

*Director
Library Services*


SCHEDULE "A"**WAGES**

Position	Effective Date	\$ 1.00	Effective Date	3.00%	Effective Date	3.00%	Effective Date	3.00%
	January 1, 2025		January 1, 2026		January 1, 2027		January 1, 2028	
Acquisitions Clerk								
Step 1	\$22.98		\$23.67		\$24.38		\$25.11	
Step 2	\$23.77		\$24.48		\$25.22		\$25.97	
Step 3	\$25.48		\$26.24		\$27.03		\$27.84	
Step 4	\$26.41		\$27.20		\$28.02		\$28.66	
Step 5	\$27.35		\$28.17		\$29.02		\$29.89	
Assistant Library Cleaner								
Step 1	\$19.16		\$19.73		\$20.33		\$20.84	
Step 2	\$20.23		\$20.84		\$21.46		\$22.11	
Step 3	\$21.18		\$21.82		\$22.47		\$23.14	
Computer Technician								
Step 1	\$29.36		\$30.24		\$31.15		\$32.08	
Step 2	\$30.14		\$31.04		\$31.98		\$32.93	
Step 3	\$31.83		\$32.78		\$33.77		\$34.78	
Head Circulation Clerk								
Step 1	\$20.73		\$21.35		\$21.99		\$22.65	
Step 2	\$21.46		\$22.10		\$22.77		\$23.45	
Step 3	\$22.25		\$22.92		\$23.61		\$24.31	
Human Resources/Finance Clerk								
Step 1	\$22.98		\$23.67		\$24.38		\$25.11	
Step 2	\$23.77		\$24.48		\$25.22		\$25.97	
Step 3	\$25.48		\$26.24		\$27.03		\$27.84	
Step 4	\$26.41		\$27.20		\$28.02		\$28.86	
Step 5	\$27.35		\$28.17		\$29.02		\$29.89	
Library Clerk								
Step 1	\$19.98		\$20.58		\$21.20		\$21.83	
Step 2	\$21.07		\$21.70		\$22.35		\$23.02	
Step 3	\$21.42		\$22.06		\$22.72		\$23.41	
Library Custodian								
Step 1	\$21.00		\$21.63		\$22.28		\$22.95	
Step 2	\$22.46		\$23.13		\$23.83		\$24.54	
Step 3	\$24.06		\$24.78		\$25.53		\$26.29	
Step 4	\$25.79		\$26.56		\$27.36		\$28.18	
Library Page								
Step 1	\$15.46		\$15.92		\$16.40		\$16.89	
Step 2	\$16.16		\$16.64		\$17.14		\$17.66	
Step 3	\$17.20		\$17.72		\$18.25		\$18.79	
Assistant Program Coordinator								
Step 1	\$20.50		\$21.12		\$21.75		\$22.40	
Step 2	\$21.50		\$22.15		\$22.81		\$23.49	
Step 3	\$22.50		\$23.18		\$23.87		\$24.59	
Program Coordinator								
Step 1	\$21.17		\$21.81		\$22.46		\$23.13	
Step 2	\$21.63		\$22.28		\$22.94		\$23.62	
Step 3	\$23.41		\$24.11		\$24.84		\$25.58	
Step 4	\$24.25		\$24.98		\$25.73		\$26.50	

Salary increments to occur on an employee's actual anniversary date (i.e., date of hire).

Salary and benefit increases begin the start of the regular period in which the actual anniversary day falls. For example, if the regular pay period is November 28-December 12, and the anniversary day falls on the 6th of December, then the increased wages would begin November 28th. When an employee changes classifications within the bargaining unit, the start date in the new classification will become the increment date and the rate of pay shall be higher than the rate of pay of the position the employee previously held. The seniority date of the employee within the bargaining unit does not change.

Wage Adjustment of \$1.00/hour on all positions retroactive to January 1, 2025.

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