



**MEMORANDUM OF SETTLEMENT
BETWEEN
THE CALGARY PUBLIC LIBRARY BOARD
AND
CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1169**

The parties herein agree to the terms of this offer as constituting full settlement of all issues between the parties. Unless otherwise specified, changes to terms and conditions will be affected as of the date of ratification by both parties.

Bold and Italics are the changes to the Collective Agreement language.

1.06

(c) Substitute Employee means an Employee who has been hired to work on an on-call basis, for an indefinite period of time. A new substitute Employee serves a probationary period as defined in Clause 17.01. Unless on an approved Leave of Absence as per Clauses 13.02, 13.03 or 13.05, substitute Employees who have not worked a minimum of twenty (20) hours in a **sixty (60)** day period will no longer be considered employed by the Board.

(f) Manager's designate means: Reporting directly to a Manager, a Manager's designate is responsible to coordinate the daily activities of Employees assigned to them and then report those activities back to the Manager. The Manager's designate is required to implement the Manager's **direction** through the work of the Employees they directly oversee. The Manager's designate has the authority to handle the daily issues and concerns of Employees they directly oversee.

5.04

The Board agrees to provide the Union with a complete list of home addresses, personal phone numbers, electronic contact information as provided by the Employee and work locations of all **Union members**. Lists will be provided at regular intervals two (2) times per year, in April and October.

6.12

(e) When an Employee is suspended, such suspension shall go into effect **the next scheduled working day or as mutually agreed**.

Article 8 – Discrimination, **Harassment and Violence**

8.01 Discrimination

(b) In no instance will two (2) members of the same immediate family (**as defined in Clause 13.04**) be appointed to positions in the same Unit.

8.02 Harassment

The Board agrees that no Employee shall be subjected to harassment. **Harassment** shall be defined as **a single incident or repeated incidents of objectionable or unwelcome conduct, comment, bullying or action by a person who knows or ought reasonably to know will cause offence or humiliation to another, or adversely affect another's health and safety and includes:**

- (i) **Conduct, comments, bullying or actions based on any protected ground as outlined in the Albert Human Rights Act, and/or**
- (ii) **A sexual solicitation or advance**

but excludes any reasonable conduct of an Employer or supervisor in respect of the management of workers or a work site.

8.03 Violence

The Board agrees that no Employee shall be a victim of violence in the workplace. Violence is the threatened, attempted or actual conduct of a person that causes or is likely to cause physical or psychological injury or harm and can include:

- (i) **Physical attack or aggression**
- (ii) **Threatening behaviour**
- (iii) **Verbal or written threats**
- (iv) **Domestic violence**
- (v) **Sexual violence**

8.04

(a) The President of Local 1169, or designate may convene a meeting with the CEO, or designate to discuss the allegations of **discrimination**, harassment or **violence**.

(b) Failing resolution under Clause **8.04(a)**, particulars may be communicated in writing to the CEO, or designate. The Employee shall have recourse to the Board, whose decision shall be final and not subject to grievance.

(c) This will not prevent Management from disciplining or terminating for cause.

9.05

(b) Employees who work Sundays shall receive their regular rate of pay for hours worked, plus a Sunday premium of ninety cents (\$0.90) per hour. Effective January 1st, 2017, the Sunday premium shall increase to one dollar (\$1.00) per hour. **Effective December 15, 2024, the Sunday premium shall be removed.**

10.01

(a) The following shall be considered paid General Holidays: New Year's Day, Alberta Family Day, Good Friday, Victoria Day, Canada Day, 1st Monday in August, Labour Day, **Truth and Reconciliation Day**, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and all general holidays proclaimed by the City of Calgary, the Province of Alberta and/or the Government of Canada.

11.05

An Employee shall have **no** more than their yearly vacation entitlement accumulated at any time. Employees will be notified when they have accumulated their full vacation entitlements. Employees will be required to take vacation which exceeds the entitlement within three (3) months unless approved in advance. An Employee who has not reduced their accumulated vacation within three (3) months may be paid out vacation which exceeds their entitlement.

13.04

(d) Pregnancy Loss

Bereavement Leave can be taken after a pregnancy loss. A pregnancy loss is any situation where a pregnancy ends other than in a live birth.

Bereaved Employees include:

- ***The Employee who was pregnant***
- ***The spouse or common-law partner of the Employee who was pregnant***
- ***Any other Employee who would have been a parent as the result of a pregnancy (for example, adoptive or surrogate parents)***

13.05

(a) Maternity Leave

An Employee is entitled to a leave of absence without pay of up to seventy-eight (78) weeks which includes a combined total of not more than sixteen (16) weeks Maternity Leave and sixty-two (62) consecutive weeks of Parental Leave immediately following the last day of their Maternity Leave.

Other than for health-related reasons, the period of Maternity Leave may commence not more than thirteen (13) weeks prior to the expected date of delivery.

If a pregnancy loss occurs within sixteen (16) weeks of the estimated due date, the Employee is entitled to Maternity Leave but is not entitled to Parental Leave. The Leave will end sixteen (16) weeks after it begins. A pregnancy loss is any situation where a pregnancy ends other than in a live birth.

13.06

(c) The Board shall grant Leave, for the purposes of performing duties of any office or function of the Local or parent Union with the exception of Union President as outlined in Clause 13.06 (a). Requests for such Leave shall be based on operation need and shall not be unreasonably denied. Request for Leave shall be made in writing to the Manager, Human Resources Department and to the Employee's Manager or Manager's designate at least ten (10) working days in advance. The request shall state the Employee's name and time requested for Union Leave. No more than two (2) Employees per department or Community Library and a total of **five (5)** Employees from the Central Library (Service Delivery **inclusive of one (1) support staff**) shall be booked off at any one time, including Elected Union Officers. Such Leave shall be managed by the Union in a reasonable manner and shall be subject to the operational needs of the Employer.

During the absence of any Employee on Union Leave, the Employee shall retain their original rights in their Unit, with no decrease in status, but without claim to any promotions effected during the Employees Leave of Absence.

The Employee shall receive regular pay and benefits provided for in the Agreement when on Union Leave. The Union will reimburse the Board for all pay and benefits at the then current date during the Leave of Absence and a reasonable fee for administration purposes. The Union

will provide the reimbursement to the Employer on a monthly basis or as mutually agreed between the parties.

13.09

Moved from 15.04

(i) After ninety (90) days of employment, part time and substitute Employees may be granted a maximum of five (5) days of unpaid Personal and Family Responsibility Leave in each calendar year for their own illness and/or to provide for the needs of an immediate family member (as defined in Clause 13.04), after notifying their Manager or Manager's designate.

19.03

(g) The Board agrees on a monthly basis to provide the Union with a current list of all new hires and terminations, including all relevant information to each assignment.

19.06

(a) Any ***Employee*** promoted in a related field of work shall commence work in the new position at a salary rate not less than the one (1) increment higher than their present salary using the increments of their present salary scale as agreed.

(b) Any ***Employee applying for work at a lower classification shall commence work in the new position at a salary rate closest to their current salary rate.***

21.01

(a) An Employee shall have the right to have access to, and review, their personnel record.
Access to the Employee's personnel file will be provided within two (2) weeks of the request.

(b) In the event of a disciplinary or other action which is grievable under the terms of the Agreement, personnel records used as evidence shall be limited to those contained in the Employee's personnel file.

(c) An Employee shall have the right to make copies of any material contained in their personnel record.

ARTICLE 22 – ***JOINT*** HEALTH AND SAFETY COMMITTEE

22.01

(a) The Joint Health and Safety Committee shall be comprised of equal numbers of Employer and Union representatives.

(b) Union members shall be appointed by the Union to serve as representatives on the Joint Health and Safety Committee.

(c) One (1) of the Union representatives shall be appointed Co-chair for the Committee.

(d) The Joint Health and Safety Committee shall identify health and safety problems in the workplace and recommend solutions.

(e) The Joint Health and Safety Committee shall hold regularly scheduled meetings at least five (5) times in each calendar year.

24.04

(b) **The** list shall be **posted electronically and be** arranged according to classification level and further arranged by the date used to calculate seniority within the classifications.

25.01

(a) The Employer will reimburse eligible Employees as outlined in Clause 25.01 (b) for the purchase of **CSA approved safety footwear**, up to a maximum of two hundred **and fifty** dollars (**\$250**) per calendar year.

(b) **Active permanent** Employees in the following positions are eligible for the boot allowance:

- (i) **Delivery** Driver
- (ii) Building Maintenance Assistant
- (iii) Mechanical Maintenance Assistant
- (iv) Supervisor, **Building Maintenance**
- (v) **Supervisor, Facilities Operations**
- (vi) **Caretaker**
- (vii) **Receiving Stores Clerk**
- (viii) **Purchasing and Stores Assistant**

Classification

M.W.2 **removed**

Letters of Understanding - **Renewed**

- Sustainable Transition
- Mechanical Maintenance Assistants
- Alberta Health Care Coverage
- Acting Pay for Caretaker (LA1)
- Contracting Out

One-time lump sum retention payment

All Employees active on the day of the retro payment will receive a one-time lump sum payment in the following amount according to their employment status:

- Full Time, Permanent Employees - \$500
- Part Time, Permanent Employees including those working in a full time term or temporary term assignment - \$250
- Substitute Employees - \$250
- Temporary Employees - \$250

Term of Contract and Wages

Three (3) year contract – 01 January 2024 – 31 December 2026

3.00% effective January 1, 2024

3.25% effective January 1, 2025

3.25% effective January 1, 2026