

COLLECTIVE AGREEMENT

Between

CUPE / *Canadian Union
of Public Employees*

LOCAL 4731

And

CALGARY WORKERS' RESOURCE CENTRE

May 1, 2010 to April 30, 2012


copesept
Canadian Office & Professional Employees
Local #491

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PREAMBLE

Whereas it is the desire of both parties to this Agreement to maintain harmonious relations, efficient service and settle conditions of employment, and whereas both parties recognize the mutual value of joint discussions and negotiations on all matters pertaining to working conditions, wages and hours of work, the parties of this Agreement hereby agree to the following terms:

ARTICLE 1 – SCOPE

- 1.01 This Agreement shall apply to all Employees of the Calgary Worker's Resource Centre except as noted in Clause 1.02. The word Employee or Employees where used in this Agreement shall mean any person or persons covered by the Agreement.
- 1.02 This Agreement shall not apply to the Centre Director position, provided the bargaining unit does not drop to less than two (2) members.

ARTICLE 2 – BARGAINING UNIT RECOGNITION

- 2.01 The Employer recognizes the Canadian Union of Public Employees, Local 4731 as the sole collective bargaining authority for all Employees as listed in Appendix A or within such new categories as may from time to time be agreed to and established by the parties.
- 2.02 It is agreed that all eligible Employees who are at present, or who hereafter are employed by the Employer, shall within thirty (30) days of the commencement of their employment, as a condition of employment, apply for and maintain membership in the Union during the term of this Agreement.
- 2.03 All Employees covered by this Agreement shall be deducted Union Dues on a bi-weekly basis. Such dues shall be set by the Local Union.
- 2.04 The Employer shall deduct Union Dues from the gross regular wages of all Employees covered by this Agreement an amount equal to the monthly Union dues. Such deductions shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the following month in which the dues were deducted. Such deductions shall be accompanied by a list which shall indicate each Employee's name, address, home phone number and the amount deducted from each Employee. Such dues may be remitted electronically to the Union.
- 2.05 The Union will inform the Employer as to the rates of the Union dues and assessments.

ARTICLE 3 – RIGHTS OF THE EMPLOYER

- 3.01 The Employer has the right to maintain order and efficiency, and to hire, promote, classify, transfer, layoff, discharge for just cause Employees in the Bargaining Unit.

ARTICLE 4 – DEFINITION OF EMPLOYEES

4.01 Permanent Employee

A permanent Employee is any person employed on a permanent basis either full-time or part-time.

4.02 Full-time Employee

A full-time Employee is any person who is employed on a continuing basis for thirty-five (35) hours per week.

4.03 Part-time Employee

A part-time Employee is any person who is employed on a continuing basis for less than thirty-five (35) hours per week. Part-time Employees shall be covered by all conditions of this Agreement on a pro-rata basis consistent with the time regularly employed each week, unless specifically provided for under the terms of this Agreement.

4.04 Term Employee

A term Employee is one hired by the Employer for a specific job for a specific period of time not to exceed one (1) year unless mutually agreed between the Union and the Employer. Term Employees shall be covered by the terms and conditions of this Collective Agreement except for Article 12.03 and 13.01 (d).

ARTICLE 5 – UNION REPRESENTATION

- 5.01 The Employer shall recognize the Representative(s) as selected by the Union for the purposes of collective bargaining, agreement administration, and general Union business, as the sole and exclusive Representative(s) of all Employees within the bargaining unit as defined in Article 2 of this Agreement.
- 5.02 The Union shall notify the Employer in writing of the names of its Representative(s).
- 5.03 The Representative(s) of the Union shall have the right to contact the Employees at their place of employment on matters respecting the Agreement or its administration. The Union will obtain authorization from the Employer as to the appropriate time for such contact before meeting the Employees.
- 5.04 Union Representative(s) shall be entitled to leave their work during working hours in order to carry out their functions under the Agreement, including the investigation and processing of grievances, attendance at meetings with management, participation in negotiation, conciliation, mediation and arbitration. Permission to leave work during working hours for such purposes shall first be obtained from their immediate supervisor, but such permission shall not be unreasonably withheld.

ARTICLE 6 – NO DISCRIMINATION/HARASSMENT/BULLYING

- 6.01 The Employer and the Union agree that there shall be no discrimination or harassment against any Employee with respect to terms or conditions of employment because of, but not limited to, ethnicity, colour, age, sex, marital status or family status, religion, ancestry, place of origin, place of residence, political affiliation or activities, sexual orientation or because of union membership and activity, or for the exercise of any right under this Agreement.
- 6.02 The Union and the Employer agree to develop and implement a workplace Anti-Harassment and Bullying policy.

ARTICLE 7 – HOURS OF WORK

- 7.01 Regular full time hours of work shall be seventy (70) hours bi-weekly, comprised of ten (10) seven (7) hour days. For flexibility, an Employee may work more or less than seven (7) hours per day for an average of seventy (70) hours bi-weekly.
- 7.02 There shall be two paid rest periods of fifteen (15) consecutive minutes each and a one hour unpaid meal period daily.
- 7.03 An Employee may be requested to work no more than two (2) weekends out of a four (4) week period on either a Saturday or Sunday or both. When work is performed on a weekend, the Employee shall receive an alternate day(s) off during the following week.
- 7.04
- a) A full time Employee shall have the option of working seven and three-quarters (7-3/4) hours per day and will, in addition, work one-half (1/2) hour extra per four (4) week period.
 - b) The above hours of work will entitle the Employee to one additional (1) day off in each two week period. The additional day off must be mutually agreed to between the Employee and the Centre Director.
 - c) If an Employee must work their scheduled additional day off they shall whenever possible, take their day off during the following week.

ARTICLE 8 – OVERTIME

- 8.01 All time worked in excess of :
- a) seven (7) hours in a day, exclusive of flexible hours provided in Article 7.01, or
 - b) seventy (70) hours bi-weekly, or
 - c) seven and three quarter (7-3/4) hours per day or an average of one hundred and forty (140) hours over a four week period as per article 7.04 above.

- 8.02 Employees who are called back to work after having completed their work for the day, on a regular scheduled day off or vacation shall receive a minimum of three (3) hours at overtime rates provided the Employee reports for such work.
- 8.03 For the purpose of this Article, time spent traveling out-of-town on Employer business shall be considered as time worked and calculated at applicable rates.
- 8.04 Overtime shall be banked and taken as time in lieu. An Employee may bank up to the time in lieu equivalent of thirty-five (35) hours, and in the event that leave is taken in periods equal to or less than thirty-five (35) hours, may re-accumulate credits up to the thirty-five (35) hour limit.

ARTICLE 9 – TRAVEL/ACCOMMODATION/MEAL ALLOWANCES/PARKING

- 9.01 When Employees are required to travel in carrying out their duties on behalf of the Employer and are away from their regular place of domicile, the Employee shall be entitled to receive:
- a) for each day on which an accommodation is required, the accommodation expense shall be reimbursed upon production of receipts. Prior approval of expense is required by the Employer.
 - b) the following meal allowances:
 - i) a breakfast allowance of fifteen dollars (\$15.00)
 - ii) a lunch allowance of twenty-five dollars (\$25.00)
 - iii) a supper allowance of thirty-five dollars (\$35.00)
- 9.02 When an Employee is required to work away from their normal place of employment, work past 5:15 p.m. or on a Saturday or Sunday, and is required to use their own vehicle on behalf of the Employer, the Employee shall be entitled to compensation for parking upon production of receipts. In addition, mileage will be paid at the rate of fifty-three cents (\$.53) per kilometer and calculated to and from the office.
- 9.03 Where the Employee is required to meet with clients over the meal period, expenses shall be reimbursed upon production of receipts.
- 9.04 Expense claims shall be submitted monthly.

ARTICLE 10 – HOLIDAYS

10.01 The Employer will provide permanent Employees with the following holidays without loss of pay:

Family Day	Civic Holiday (August)
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Week

Christmas week shall include normally scheduled work days between and inclusive of Christmas Eve day through New Year's Day.

Employees may substitute all but Christmas Day and New Year's Day during the Christmas week for alternate floater days. If Employees choose to take alternate floater days, they must work the equivalent number of days through the Christmas week or vacation days may be used for time off during the Christmas week.

- 10.02 When any of the above holidays fall on a Saturday and/or Sunday, they shall be observed on either the previous Thursday and/or Friday or subsequent Monday and/or Tuesday as directed by the Employer.
- 10.03 In the event of any of the holidays enumerated in Article 10.01 occurring during the period of any Employee's vacation, an additional day's vacation with pay shall be allowed for each holiday so occurring.

ARTICLE 11 – VACATIONS

11.01 A Full-time Employee shall be entitled to paid vacation days in accordance with length of service to become due on the anniversary date of the Employee as follows:

15 days in the 1st year of service
20 days in the 2nd year of service
25 days in the 4th year of service

11.02 Vacation days for Part-time Employees will be pro-rated and vacation pay will be calculated as follows:

6% days in the 1st year of service
8% days in the 2nd year of service
10% days in the 4th year of service

11.03 Preference in selection of vacation periods will be by seniority.

ARTICLE 12 – HEALTH CARE AND COMPENSATION

12.01 For Employees who do not otherwise have coverage, the Employer agrees to pay the Employee's monthly premiums for Alberta Health Care Insurance.

12.02 All Employees shall be covered by Workers' Compensation.

Employees who sustain an injury in the course of their duties and who are eligible for Workers' Compensation shall be paid that amount of money, which represents the difference between what they receive from the Workers' Compensation Board and their regular salary for the period of compensation up to a maximum of one year.

12.03 The Employer shall pay 100% of the premiums for all eligible full-time Employees and part-time Employees who work a minimum of 20 hours per week, provided through the Canadian Association of Union Services Multi-Union Benefits Trust Fund. The benefit plan will include weekly indemnity (short term disability) and Long term disability. Any changes to the benefits or carrier shall be made only after consultation and agreement with the Union.

ARTICLE 13 – LEAVES OF ABSENCE

13.01 Sick Leave

- a) Employees shall be allowed one and one-half (1 ½) days sick leave with pay for each month worked. Such sick leave to be cumulative from year to year to a maximum of one hundred and twenty (120) actual working days. If requested by the Employer, a Doctor's Certificate must be supplied by the Employee in respect to an illness extending beyond three (3) working days.
- b) In case of family illness, within the immediate family, the Employee shall be entitled to two (2) accumulated sick leave days per illness.
- c) An Employee granted sick leave shall be paid for the period of such leave and the number of days thus paid shall be deducted from the Employee's accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time sick leave commenced.
- d) An Employee who exhausts their sick leave credits during the course of an illness shall be considered as remaining on sick leave without pay for the duration of the illness until the Employee is eligible for weekly indemnity and or Long term disability under the Canadian Association of Union Services Multi-Union Benefits Trust Fund.
- e) Employees who are compelled to arrange medical or dental appointments during working hours shall be allowed reasonable time off without loss of pay to meet such appointments for themselves.

- f) Employees who are compelled to arrange medical or dental appointments during working hours for their spouse, dependant children or any family member where the Employee is the primary care provider shall be allowed reasonable time off without loss of pay to meet such appointments. However, where an Employee has in excess of five (5) accumulated sick leave days, this time shall be claimed from their sick leave accumulation.

13.02 Maternity Leave

- a) Any Employee who has completed their probationary period shall, upon written request, providing at least two (2) weeks notice where possible, be entitled to Maternity Leave for a period of up to fifty-two (52) weeks in accordance with Employment Insurance Regulations.
- b) Maternity leave shall be without pay and benefits, except for the portion of leave during which the Employee has a valid health related reason for being absent from work and is also in receipt of sick leave, EI SUB Plan benefits, weekly indemnity or LTD.
- c) The Employee shall be entitled to an indemnity equal to one hundred percent (100%) of their weekly pay for each of the weeks of the waiting period provided for by the Employment Insurance plan.
- d) An Employee on such leave shall provide the Employer with at least two (2) weeks written notice of readiness to return to work.
- e) An Employee may request to extend the unpaid maternity leave for up to an additional twelve (12) months, subject to operational needs.

13.03 Parental Leave

- a) Any Employee, who has completed their probationary period, shall, upon written request, providing at least two (2) weeks notice where possible, be entitled to Parental Leave for a period of up to thirty-seven (37) weeks in accordance with Employment Insurance Regulations.
- b) An Employee on such leave shall provide the Employer with at least two (2) weeks written notice of readiness to return to work.
- c) An Employee on parental leave may request to extend the unpaid parental leave for up to an additional twelve (12) months, subject to operational needs.
- d) The Employee shall be entitled to an indemnity equal to one hundred percent (100%) of their weekly pay for each of the weeks of the waiting period provided for by the Employment Insurance plan.

13.04 Special Leave

- a) An Employee shall be granted up to ten (10) days bereavement leave for any family member. Such leave of absence will be with pay and not be charged against sick leave, holiday entitlement or other accrued time off.
- b) Upon application, the Employer may grant leaves of absences, without pay or without loss of seniority, for personal reasons. Such leave shall not be unreasonably withheld by the Employer.
- c) Upon application, Employees shall be granted leaves of absence without pay and without loss of seniority, to run for office in Federal, Provincial or Municipal elections.
- d) An Employee shall be granted one (1) day off with pay to be present at the birth or adoption proceedings of an Employee's child or Employee's grandchild.
- e) An Employee shall be granted one (1) day off with pay per year for moving household effects.
- f) An Employee shall be granted one (1) day off with pay for their birthday.

13.05 Compassionate Leave

- a) In keeping with federal legislation, an Employee shall be entitled to up to eight (8) weeks leave of absence with health benefits to provide care or support to a gravely ill family member with a significant risk of death within twenty-six (26) weeks.
- b) For each of the weeks of the waiting period provided for by the Employment Insurance plan the Employee shall be entitled to an indemnity equal to one hundred percent (100%) of their weekly pay.
- c) For each of the weeks during which the Employee received Employment Insurance benefits the Employee shall be entitled to a complimentary indemnity equal to the difference between one hundred percent (100%) of their weekly pay and the Employment Insurance Benefits they receive.
- d) For the purpose of this clause, family members shall include the family members of the Employee's spouse or common-law partner, including same sex partner: child, wife, husband, father, mother, mother-in-law, father-in-law.

13.06 Union Leave

- a) Employees when delegated to perform Union activities, attend Union Schools, Education Seminars, etc., shall be granted leaves of absence without pay. Such leave shall not exceed thirty (30) days and seniority will be retained and accumulated. During Union leave the Employer will maintain the Employee's salary and benefits and invoice the Union accordingly.

- b) Employees selected to act on behalf of CUPE Local 4731, shall not have their wages reduced by reasons of time spend during the period of negotiations and/or processing of grievances with the Employer signatory to this Agreement.
- c) Any Employee who is elected or selected for a full-time or part-time position with the Union, or any body with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence without pay and without loss of seniority by the Employer, for a period of two (2) years subject to renewal on application to the Employer for successive periods of two (2) years each.
- d) Upon written request to the Employer, and provided permission is granted, members representing CUPE Local 4731 on Provincial Boards, Federations, Labour Councils, or serving on Committees for the CLC or other labour organizations, shall receive time off without pay and without loss of seniority and benefits. The Employer will maintain the Employee's salary and benefits and invoice the Union accordingly.

13.07 Educational Leave

The Employer may grant an Employee that has a minimum of two (2) years service up to one (1) year unpaid leave for education, subject to operational needs.

13.08 Paid Jury Duty, Plaintiff, Defendant or Court Witness Leave

The Employer shall grant leave of absence without loss of seniority or benefits to an Employee who must serve as a juror, witness, plaintiff or defendant. The Employer shall pay such an Employee the difference between their normal earnings and the payment they receive for jury service, excluding payment for travelling, meals, or other expenses for a maximum of ten (10) days per year. The Employee will present proof of service and the amount of pay received. Time spent by an Employee required to serve as a witness in any matter arising out of their employment with the Employer shall be considered as time worked at the appropriate rate of pay. When an Employee is attending court on behalf of the Employer all expenses will be paid as per Article 9.

ARTICLE 14 – SENIORITY

14.01 Seniority shall mean length of continuous service within the bargaining unit.

14.02 An Employee shall lose all seniority rights for any one or more of the following reasons:

- a) Voluntary resignation
- b) Discharge for just cause
- c) Failure to return to work within ten (10) working days of receipt of recall by double registered mail unless due to illness or accident or other just cause. The Employer may require substantiating proof of the illness or accident.

- 14.03 Employees retained on staff following the probationary period will have seniority credited to date of hiring.
- 14.04 An Employee laid off and placed on the recall list will retain but will not accumulate seniority during the period of layoff.
- 14.05 Seniority lists will be made available by the Employer and shall be amended quarterly in the event any changes occur during such period.
- 14.06 A member of the bargaining unit will be granted a leave of absence to accept a temporary assignment to another position with the Employer outside the bargaining unit for up to twelve (12) months. This period may be extended up to an additional twelve (12) months upon written request to and by mutual agreement of the Union. The Employee shall continue to accumulate all seniority rights with the bargaining unit during this leave. Upon completion of the leave of absence, the Employee shall be returned to their former position within the bargaining unit.
- 14.07 No Employee shall be transferred to a position outside the bargaining unit without their consent. If an Employee is transferred to a position outside the bargaining unit, the Employee, for the term of the trial period of that position, shall retain their seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. Such Employees shall have the right to return to a position in the bargaining unit during that trial period. If an Employee returns to the bargaining unit, the Employee shall be placed in a job consistent with their seniority. Such return shall not result in the lay-off or bumping of any Employee holding greater seniority.

ARTICLE 15 – PROMOTION, LAYOFF AND RECALL

- 15.01 Job vacancies shall be posted for a period of five (5) full working days at the worksite of the Employees, and shall be filled on the following basis:
- a) Before any new Employees are hired and before any vacancy or new position is posted, other than term Employees as defined under Article 4.03, current Employees within the bargaining unit, who have the required qualifications, shall, on the basis of seniority, be allowed the opportunity to fill the vacancy.
 - b) If the position is not filled in accordance with (a) above, the position may be posted externally.
- 15.02 All notices, postings and advertisements of vacancies or new positions, shall contain the following information:
- job title and classification
 - required qualifications
 - duties of the position
 - salary/benefits as per Collective Agreement
 - hours of work
 - term of employment

- 15.03 a) An Employee promoted to a higher rated position shall serve a trial period of ninety (90) days in the new position.
- b) If during that trial period, the Employer determines that the Employee is not suitable for the new position, the Employee may be placed in the position they formerly occupied or in another mutually acceptable and available position, provided, however, that the rate of pay will not be less than for the position they left to accept the promotion.
- c) If during the trial period, the Employee determines that they are not satisfied in their new position, they shall have the right to revert to their former position on the same basis as set out in (b) above.
- d) Any bumping which occurs as a result of (b) or (c) above shall be on the basis of seniority and the right to revert to former positions or suitable available positions as set out in (b) above.
- 15.04 In the event that it becomes necessary to lay-off full-time regular Employees or to reduce their hours of work, the following procedure shall be followed:
- a) Employees with the least amount of seniority within the bargaining unit shall be the first to be laid-off or have their hours reduced.
- b) Term Employees shall be entitled to not less than two (2) weeks notice unless their anticipated term of employment would be completed within two (2) weeks.
- c) No permanent Employees will be laid off or have their hours reduced while any term Employees are retained.
- d) Any full-time regular Employee who is laid off or whose hours of work have been reduced shall be re-hired or have their hours brought up to full-time regular hours before any new hiring takes place.
- e) Employees who are laid off shall be placed on a recall list and be retained therein for a period of one (1) year and shall be recalled in the reverse order of their lay-off.
- f) It shall be the responsibility of Employees who are on the recall list to keep the Employer advised of their current address and telephone number.
- g) Employees on the recall list shall have first rights to any vacancy in their former job category or to a similar category for which the Employee is qualified and the Employer will not hire or promote to such a category while an eligible Employee is on the recall list.

- h) The Employer shall advise the senior Employee on the recall list of any employment opportunity and shall so advise CUPE Local 4731. If the Employee has not responded to the notice of the employment opportunity within ten (10) working days, unless prohibited through illness, accident, or other just cause, the Employee's right to recall may be forfeited and the next Employee on the list may be contacted and provided the same opportunity of recall.
- D) If no Employees are on the recall list or if they do not make themselves available as set out in (f) and (h) above, the Employer may fill the vacancy or new position pursuant to the terms of this Collective Agreement.
- j) Employees recalled to their former position or to a position in the same salary range shall be reinstated at the same step in the same salary range which they occupied at the time of layoff and shall be paid at the current rate of pay.

15.05 Upon layoff permanent Employees will be provided severance as follows:

- a) Six (6) months to one (1) year –four (4) weeks
- b) An additional one (1) week for each year of service thereafter to a maximum of twenty-four (24) weeks. Severance will be prorated for permanent part-time Employees.

- 15.06
- a) All permanent Employees will be given at least two (2) weeks written notice of layoff or two (2) weeks salary in lieu of notice.
 - b) Permanent part-time Employees shall receive notice, or pay in lieu of notice on a pro-rated basis.

ARTICLE 16 – DISCHARGE AND TERMINATION

- 16.01
- a) It is hereby agreed that the Employer has the right to discharge for just cause.
 - b) The Employer shall notify an Employee in advance of any interview of a disciplinary nature. The Employee will be advised of their right to Union representation and to have reasonable prior access to their personnel file.
 - c) In all instances of discipline, termination or discharge, a written reason will be supplied to the Employee and the Union.
- 16.02 The Employer will practice the principle of progressive discipline and verbal coaching will be provided to the Employee prior to a written warning.
- 16.03 Unless warranted by just cause, no Employee will be dismissed by the Employer on the basis of one (1) written warning.

16.04 If upon joint investigation by the Union and the Employer or by decision of the Arbitrator appointed pursuant to the terms of this agreement it shall be found that an Employee has been unjustly discharged such Employee shall be subject to the award of said Arbitration and shall be final and binding on both parties.

ARTICLE 17 – RRSP

17.01 In addition to Employer contributions to the Canada Pension Plan, effective August 2004, the Employer shall pay bi-weekly an amount equal to seven percent (7%) of an Employee's annual salary into a Registered Retirement Savings Plan of the Employee's choice.

ARTICLE 18 – WAGES

18.01 Employees will be classified in accordance with the skills used and shall be paid not less than the minimum hourly wage rate for such category in accordance with "Appendix A" which is attached hereto and made part of this Agreement.

18.02 Where a new job is established, or where existing job duties are changed or the volume of work increased, or where an Employee is otherwise unfairly or incorrectly classified, the appropriate categories, job descriptions, rates of pay, and other related matters shall be negotiated between the Employer and the Union. Failing agreement, the dispute may be subject of a grievance and may be referred to arbitration. The arbitrator shall have the power to determine appropriate categories, job descriptions, wage rates and other related matters in issue effective as of the date the jobs were changed or new jobs established.

18.03 Employees shall be paid biweekly. If a pay day falls on a holiday or non-working day, pay day shall be advanced to the day before the holiday or the last banking day.

ARTICLE 19 – WORKING CONDITIONS, PROBATIONARY PERIOD

19.01 On the date employment commences, the Employer or their Representative shall make known to all new Employees:

- a) the policies and procedures of the organization
- b) the Employee's category and a clear job description in the bargaining unit
- c) the specific duties the Employee is expected to perform
- d) to whom the Employee is directly responsible

19.02 New Employees shall serve a ninety (90) day probationary period.

19.03 Employees shall not be asked to make any written statement or verbal contract which may conflict with this Agreement.

- 19.04 It shall not be a violation of this Agreement or cause for discipline of any Employee in the performance of their duties, to recognize a picket line. The Union shall notify the Employer as soon as possible of the existence of such recognized picket line.
- 19.05 It is the responsibility of the Employer to make available to the Employee all equipment and supplies that may be necessary to complete jobs.

ARTICLE 20 – GRIEVANCES

- 20.01 Both parties recognize that an Employee, accompanied by a Union representative, has the right to discuss with the Employer any question or complaint relating to the working conditions and conditions of employment, including those governed by the provisions of this Agreement, without prejudice to the right of the Union to have subsequent recourse to the grievance procedure.
- 20.02 A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement or a case where the Employer has acted unjustly, improperly, or unreasonably.
- 20.03 Where a dispute involving a question of general application or interpretation occurs, or when a group of Employees or the Union has a grievance, the Union and its representatives shall have the right to originate a policy grievance on behalf of an Employee, or group of Employees and seek redress with the Employer in the manner provided in the grievance procedure.
- 20.04 Grievances must be filed within twenty-five (25) working days of the occurrence giving rise to the grievance, or the grievor becoming aware of the event giving rise to the grievance, or such longer period of time as may be reasonable in the event of circumstances beyond the control of the grievor.
- 20.05 Time limits set out in the grievance procedure may be extended by mutual agreement in writing by the parties. If the grievor or the Union fails to process a grievance to the next step of the grievance procedure within the time limits specified they shall not be deemed to have prejudiced their position in arbitration.
- 20.06 Replies to grievances stating reasons shall be in writing at all stages.
- 20.07 At each step of the grievance procedure the grievor(s) and the Union representative shall have the right to be present without loss of pay. An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Step 1

The grievor or the Union shall file the grievance with the Centre Director. The grievance shall stipulate the nature of the grievance, such Articles of the Agreement as may be alleged to have been violated and the redress sought by the grievor. The Director shall respond to the grievance within ten (10) working days.

Step 2

If the grievance is not resolved at Step 1, within ten (10) working days the grievance may be submitted in writing to the Chairperson of the CWRC Board of Directors. A grievance meeting shall be held within ten (10) working days. The Chairperson shall respond to the grievance within five (5) working days of the meeting.

Step 3

If the grievance is not resolved at Step 2, within ten (10) working days the grievance may be submitted in writing to the Human Resources Committee of the Board. A grievance meeting shall be held within ten (10) working days. The Human Resource Committee shall respond to the grievance within five (5) working days of the meeting.

Step 4

If the grievance is not resolved at Step 3, within ten (10) working days, either party may submit the grievance to an individual arbitrator for a final and binding settlement if unable to resolve the dispute. The arbitrator shall be mutually agreed to by the Union and the Employer.

20.08 The costs of Arbitrator shall be shared equally between the parties.

20.09 The Arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision which is deemed just and equitable.

ARTICLE 21 – STAFF DEVELOPMENT

21.01 The Employer shall permit Employees to upgrade knowledge and skills by being allowed reasonable opportunities to learn the work of equal or higher positions at their applicable rate of pay during regular working hours. When an Employee takes a course in the evening or weekend they will flex the time to include the hours spent in the course.

The Employer will provide a joint professional development fund on an annual basis of \$750.00 for each full-time Employee and \$500.00 for each part-time Employee.

A joint Employer/Employee committee will review and approve professional development request.

21.02 The Employer agrees to reimburse the Employee for fees for authorized work related classes or courses, after successful completion of same.

21.03 The Employer shall pay any annual professional designation fees that are applicable to the position held by the Employee.

ARTICLE 22 – CONTRACTING OUT AND VOLUNTEERS

22.01 There shall be no contracting out of bargaining unit work.

22.02 The Union and the Employer recognize the mutual value of volunteer workers and their right to be treated with respect and dignity. Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit such that this work would result in the loss of wages for any Employee.

22.03 Volunteers can be used for translation and interpretation purposes.

ARTICLE 23 – SOCIAL JUSTICE

23.01 The Employer agrees that Employees have the right to follow their conscience and refuse to handle, produce, dispatch or use in any way, goods from or destined for other parts of the world where human rights and principles of social justice are not upheld. The Employer further agrees that Employees will not be required to have business arrangements with any company being so boycotted.

ARTICLE 24 – LABOUR MANAGEMENT RELATIONS

24.01 The Employees or Employer may request, at any time, a meeting of the parties for the purposes of discussing any employment related matter.

ARTICLE 25 – PERSONNEL FILES

25.01 An Employee's record will be automatically cleared of disciplinary measures after one (1) year unless disciplinary action for a similar offence has been taken during the one (1) year period.

25.02 An Employee, accompanied by their Steward, if so desired, has the right to examine their personnel file upon request. The Steward may also examine the record on behalf of an Employee, provided written authority is obtained from the Employee.

25.03 No correspondence shall be placed on the Employee's file unless the Employee has first received a copy.

25.04 The Employee may request that any other documentation be removed after one (1) year unless of an administrative nature.

ARTICLE 26 – HEALTH AND SAFETY

26.01 The Employer agrees to make reasonable and proper provisions for maintenance of high standards of health and safety in the workplace including a properly heated, lighted and designed working environment. The Employer shall comply with minimum applicable federal, provincial and municipal health and safety legislation and regulations, including the Occupational Health and Safety Act and Regulations thereto.

26.02 The Employees may, at anytime, request a meeting with the Employer to discuss occupational health and safety concerns.

26.03 The Employer shall provide Employees with the information of all hazardous materials or substances used in the workplace.

ARTICLE 27 – DURATION, TERMINATION AND AMENDMENTS

27.01 The Agreement shall become effective May 1, 2010 and shall remain in full force and effect until April 30, 2012 and from year to year thereafter unless either party shall, not less than sixty (60) days or more than one hundred and twenty (120) days prior to the expiry date thereof, notify the other party to this Agreement of a desire to modify or terminate this Agreement.

27.02 Where either party notifies the other of the desire to modify or terminate this Agreement, the Agreement shall remain in full force and effect throughout such period of negotiations arising from the said notification in accordance with the provisions of the Alberta Labour Relations Board.

ARTICLE 28 – JOB CATEGORIES

28.01 In the event that the Employer changes the duties of a position within the bargaining unit, the changes shall be put in writing with a copy to the Employee and the Union. At the request of either party, a meeting will be held to discuss appropriate compensation for the position.

In no case will a change in duties result in a lower hourly wage rate for the position.

28.02 In the event that the Employer creates a new position within the bargaining unit, the Union will be advised in writing of the duties of the new position and the proposed hourly rate of pay. At the request of either party, a meeting will be held to discuss appropriate compensation for the position.

If the parties are unable to reach agreement on the compensation for the position, the dispute can be forwarded to a single Arbitrator for resolution.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

Gilli Rana

Jan Hansen

B. Norman

DATE: Nov. 30, 2010

DATE: Dec. 10, 2010

APPENDIX 'A'

Effective January 1, 2010

<u>Job Categories</u>	<u>Salary Rates</u>
Case Worker	\$28.56
Outreach Worker	\$28.56

Wage Re-opener April 30, 2011