

COLLECTIVE AGREEMENT

Between



And



CALGARY WORKERS' RESOURCE CENTRE

May 1, 2014 to April 30, 2016



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 Workers' 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 Executive 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 National 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 – Definitions

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.

4.05 Family Member

Family member shall mean: mother, father, sister, brother, dependent children (includes biological, adopted, step and foster child), spouse or cohabiting partner including same sex partner, mother-in-law, father-in-law and others at the Employer's discretion.

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. The Union Representative(s) will make reasonable efforts to visit employees during break periods and such contact or visits will be subject to the Employer's operational requirements. No reasonable request will be refused.
- 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, gender identity, gender expression, or any enumerated ground in the Alberta Human Rights Act or the Canadian Human Rights Act, 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 (2) paid rest periods of fifteen (15) consecutive minutes each and a one hour unpaid meal period daily. An employee may, if they prefer, reduce the length of their meal period or forgo it entirely, and can use their two (2) fifteen (15) minute paid breaks for their meal period.
- 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 time will be banked.

- 7.04 a) A full time Employee shall have the option of working seven and three-quarters ($7\frac{3}{4}$) hours per day and will, in addition, work one-half ($\frac{1}{2}$) hour extra per four (4) week period.
- b) The above hours of work will entitle the Employee to one (1) additional day off in each two week period. The additional day off must be mutually agreed to between the Employee and the Executive Director.
- c) If an Employee must work their scheduled additional day off they shall whenever possible, take their day off during the following week.
- d) Selection of any additional day(s) off under 7.04 b) shall be determined in consultation with the Employer, and shall be subject to operational requirements. The Employer may limit the number of Employees who take a particular day of the week off, as per operational needs. The Employer shall endeavour to provide, whenever possible, Employees working adjusted hours with a mutually convenient day off. Where several Employees working adjusted hours express a preference for the same day off but operating needs prevent those Employees from taking the same day off, preference in the selection of day off shall be determined according to seniority.
- e) The Employer may require that Employees working an adjusted work week be consistent in their choice of day off (e.g., take every other Monday off).
- f) If a statutory holiday falls on an Employee's additional bi-weekly day off under Article 7.04, then that Employee can either take their day off on the next regular working day, or on another day of their choosing.
- 7.05 Article 7.04 of the collective agreement shall not apply to the Intake Coordinator position. The Intake Coordinator's scheduled hours will be the core hours of the Calgary Workers' Resource Centre.

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 ($7\frac{3}{4}$) 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. Such overtime shall be subject to Article 8.03.

- 8.03 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.
- 8.04 The Employer may require that Employees obtain permission prior to working more than seven (7) hours per day, or in excess of the daily hours established under Article 7.04

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)
 - c) When Employees are required to travel out of province or have an overnight stay outside of Calgary, they shall receive an additional twenty dollars (\$20.00) per day or partial day for incidentals.
 - d) When Employees are at an event on behalf of the Employer within the City of Calgary, and meals are not provided, the Employee may be able to claim a meal allowance as outlined above.
- 9.02 When an Employee is required to work away from their normal place of employment, including a satellite office, 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 or satellite office.
- 9.03 Where the Employee is required to meet with clients over the meal period, expenses shall be reimbursed upon production of receipts. Prior approval of the expense is required by the Employer.
- 9.04 Expense claims shall be submitted monthly.
- 9.05 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.

Article 10 – Holidays

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

| | |
|------------------------|-------------------|
| New Year's Day | Labour Day |
| Family Day | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Easter Monday | Christmas Eve Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| Civic Holiday (August) | |

Christmas week (December 27 through December 31)

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, with the exception of Christmas week, 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 an 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
30 days in the 15th year of service
35 days in the 25th 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 within the Bargaining Unit.
- 11.04 Vacation accrued in one year of service shall be taken prior to the Employee's following anniversary date. Unused vacation days can only be carried forward to the next year with the written consent of the Employer, subject to operating needs and funding restrictions. With the Employer's consent, a maximum of ten (10) vacation days can be carried forward from one year to another.
- 11.05 a) Vacation schedules shall be established and posted by April 15th of each year. Once vacations are authorized they shall not be changed except by mutual agreement.
- b) In the event of a conflict between employees as to scheduling of vacation entitlements, the senior employee shall have first choice of time.
- c) Requests for vacation may be submitted after April 15th. Approval of such requests will be on a first come first served basis.
- 11.06 Employees may take an advance on their vacation time equivalent to no more than the total vacation days they would be entitled to on their anniversary date, at the Employer's discretion. If an Employee should cease to work for the Calgary Workers' Resource Centre prior to having accrued all the vacation days they previously took as an advance, then any vacation pay owing to the Employer shall be deducted from the Employee's last pay.
- 11.07 An Employee shall not accrue paid vacation days while absent due to non-occupational accident, sickness, maternity/parental leave, compassionate care leave or other unpaid leave of absence which extends beyond thirty-one (31) consecutive days.

An Employee shall accrue unpaid vacation days while on approved leaves of absence, but may forfeit any amount of unpaid vacation time upon written application to the Employer. Such one-time forfeiture shall not affect the Employee's normal vacation entitlement or accrual.

An Employee on jury duty shall accrue vacation normally.

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 wage for the period of compensation up to a maximum of one year.

12.03 The Employer shall pay one hundred percent (100%) of the premiums for all eligible full time Employees and part time Employees who work a minimum of twenty (20) hours per week, provided through the benefits provider underwritten by Great West Life as underwriter. 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 will accrue one and one-half (1½) days sick leave credits 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, the Employee shall be entitled to use accumulated sick leave credits.

The Employee may also utilize the sick leave credits they have accumulated under 13.01 a) in order to provide care to members of their family who are ill; the term 'family member' is subject to the definition provided in Article 4. If requested by the Employer, a Doctor's Certificate must be supplied by the Employee in respect to an illness of a family member extending beyond three (3) working days.

- 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 Employee benefit plan.
- 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 or cohabitating partner, dependent children or any family member for whom the Employee has a responsibility of care, shall be allowed reasonable time off without loss of pay to meet such appointments. The term "family member" is subject to the definition provided in Article 4. The Employer may request that the Employee provide an official note confirming the time and date of the Employee's medical and dental appointments with the family member when those result in the Employee's absence from work. The Employer shall reimburse the Employee any fee associated with the production of an official medical or dental note.

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 seventeen (17) weeks in accordance with Employment Insurance Regulations.
- b) Maternity leave shall be without pay, 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.
 - i) Employees have the option of maintaining their benefits at their own expense with the carriers' approval while on parental leave. Employees will pay benefit costs in advance each month.

- 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) working 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.
- g) An Employee shall be granted one (1) working day off, with pay, for a formal hearing to become a Canadian citizen.

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. The Employee will continue to accrue seniority during such leaves. The Employer may request that the Employee provide an official medical certificate confirming the family member's general health status.
- 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. If the Employee does not qualify for Employment Insurance compassionate care benefits, they may use paid sick leave credits.

- 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.
- e) An employee may extend a compassionate care leave by using sick leave credits.
- f) Employees have the option of maintaining their benefits at their own expense with the carriers' approval while on compassionate leave. Employees will pay benefit costs in advance each month.

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 wage and benefits and invoice the Union accordingly. The Union must give the Employer a minimum of ten (10) working days notice (whenever possible) of any Union leave. Such leave shall be subject to operational requirements. No reasonable request will be refused.
- b) Employees selected to act on behalf of CUPE Local 4731, shall not have their wages reduced by reasons of time spent 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 anybody with which the Union is affiliated, 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 loss of seniority. The Employer will maintain the Employee's wage 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. Such leave will be granted only once every five (5) years per employee.

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.

- 13.09 a) An Employee on an approved leave of absence shall continue to accrue seniority in the bargaining unit.
- b) An Employee on an approved leave of absence will not earn pay or be eligible for Employer-paid benefits, with the exception of an Employee on maternity leave. The Employer will continue to pay benefit premiums on behalf of an Employee on maternity leave for the health-related portion of her leave (17 weeks).
- c) Article 13.09 b) shall not apply to Employees on jury duty.

13.10 Parents of Critically Ill Children

- a) In keeping with the federal legislation, an Employee shall be entitled to up to thirty-seven (37) weeks leave of absence with health benefits to provide care or support to a gravely ill child with a significant risk of death within twenty-six (26) weeks. The Employer may request that the Employee provide an official medical certificate confirming the family member's general health status.
- 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 receives 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. If the Employee does not qualify for Employment Insurance Parents of Critically Ill Children benefits, they may use paid sick leave credits.
- d) For the purpose of this clause, child refers to biological, adopted, step or foster child.
- e) An Employee may extend Parents Of Critically Ill Children Leave by using sick leave credits.

- f) The Employer will maintain benefits while employees are on Parents of Critically Ill Children Leave.

Article 14 – Seniority

- 14.01 Seniority shall mean length of continuous service within the bargaining unit. Seniority shall continue to accrue while an employee is on maternity leave, parental leave, compassionate care leave, parents of critically ill children leave, union leave, Short Term Disability or Long Term Disability leave.
- 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 and seniority shall be accumulated. 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
- wage/benefits as per Collective Agreement
- hours of work
- term of employment

15.03 a) An Employee transferred to any position within the bargaining unit 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 transfer.
- 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.
- i) 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 wage range shall be reinstated at the same step in the same wage 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 ten (10) 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 wage 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 is found that an Employee has been unjustly discharged, such Employee shall be subject to the award of said Arbitration which shall be final and binding on both parties.

Article 17 – RRSP

- 17.01 In addition to Employer contributions to the Canada Pension Plan, the Employer shall pay bi-weekly an amount equal to seven percent (7%) of an Employee's bi-weekly wages on their bi-weekly cheques in lieu of RRSP contributions.

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 Employees shall be paid bi-weekly. 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.
- 18.03 Taxable benefits will be recorded on the second pay of the month.

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. The Employer may extend the probationary period an additional ninety (90) days. The Employer must inform the Employee and the Union of any extension before the end of the initial ninety (90) day probationary period. The Employer may choose to make the Employee permanent prior to the end of the second 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 (20) 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 Executive 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 Resources 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. Unspent professional development funds cannot be carried forward from one fiscal year (ending December 31) to the next.

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.

21.04 Employees of the CWRC may propose and work on a special project, subject to the following conditions:

- a) The proposed project is in line with the CWRC's values.
- b) The CWRC Executive Director must approve the special project.
- c) The CWRC Executive Director may alter or terminate any special project at any time.
- d) A special project alteration or termination may not be grieved under Section 20 of the Collective Agreement.
- e) CWRC Employees may spend a maximum of ten percent (10%) of their time on a special project.
- f) Employees may only work on one special project at a time.
- g) Any work product created is the property of the CWRC.

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 The Employer may maintain all disciplinary measures for a maximum of two (2) years in the event of possible legal action. An Employee's record will be automatically cleared of disciplinary measures after two (2) years. However, the discipline may not be used against the employee after one (1) year unless a 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 two (2) years 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 any time, 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, 2014 and shall remain in full force and effect until April 30, 2016 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.

28.03 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.

ON BEHALF OF THE EMPLOYER

[Redacted signature block for Employer]
[Redacted signature block for Employer]
[Redacted signature block for Employer]

DATE: June 20/14

ON BEHALF OF THE UNION

[Redacted signature block for Union]
[Redacted signature block for Union]

DATE: June 19/14

Appendix 'A'

Effective January 1, 2014

| <u>Job Categories</u> | <u>Wage Rates</u> |
|---|-------------------|
| Case Worker | \$30.92/hour |
| Community Outreach / Public Education Worker | \$30.92/hour |
| Intake Coordinator | \$30.92/hour |
| Community Outreach and Cultural Broker | \$35.00/hour |

Wage Re-Opener to be negotiated prior to April 30, 2015.