

COLLECTIVE AGREEMENT

between

Canadian Union of Public Employees Local 474
Alberta Workers' Health Centre
Sub-Executive Director
(hereinafter referred to as "the Union")



-and-

Alberta Workers' Health Centre
(hereinafter referred to as "the Employer")



November 1, 2017 – October 31, 2020

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PREAMBLE

- (1) The purpose of this Agreement is to maintain a harmonious and co-operative relationship between the Employer and the Employees covered by Voluntary Recognition.
- (2) To provide an amicable method of settling differences or grievances, which, may arise between the Employer and Employees.
- (3) To promote the mutual interests of the Employer and the Employees.
- (4) The Employer and the Union acknowledge that our work takes place on the land referred to as Treaty 4, 6, 7, 8 and 10 which are traditional meeting grounds and home to many diverse Indigenous Nations. Our work will reflect the intention of the Treaties; the intention of peace, friendship, and understanding.

ARTICLE 1 – RECOGNITION AND NEGOTIATION

- 1.01 The Employer recognizes the Canadian Union of Public Employees and its Local 474 as the sole and exclusive collective bargaining agent 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 and hereby agrees to negotiate with the Union, a Union Representative and/or any of its authorized committees.
- 1.02 No Employee shall be required or permitted to make a written or verbal agreement with the Employer or its representatives which may conflict with the terms of this Collective Agreement.
- 1.03 The Employer recognizes that the Union and its members may have the assistance of a Canadian Union of Public Employees representative during communications with the Employer and in exercising its rights as outlined in this Collective Agreement.
- 1.04 All Employees of the Employer, as a condition of continued employment, shall become members of the Union.

ARTICLE 2 – CHECK-OFF OF UNION DUES AND CORRESPONDENCE

- 2.01 **Union Dues**
 - (a) The Employer shall deduct from every Employee, any dues and/or initiation fees assessed by the Union.
 - (b) Union dues and Deductions referred to in this Article shall be forwarded to the Union in a mutually agreed upon manner.

2.02 **Correspondence**

The Union shall be notified in writing of any of the following information: job postings, temporary assignments, and any extensions to temporary assignments exceeding thirty (30) calendar days, acting or Term appointments, extensions to trial periods, hirings, promotions, demotions, transfers, changes to FTE's, layoffs, recalls, extended leaves of absence, resignations, suspensions, terminations, retirements and deaths. In each instance, the location of the Employee will be identified. In the case of transfers or terminations, the reasons for the action will be included in the notification.

ARTICLE 3 – MANAGEMENT RIGHTS

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 Regular Permanent Employee is any person employed on a full-time permanent basis.

4.02 **Permanent Part-Time Employee**

A Regular Permanent Part-Time Employee is any person employed on a continuing basis for less than the normal hours of work or work week. Permanent 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.

4.03 **Term Employee**

A Term Employee is one hired by the Employer for a specific job for a specific period of time. Should continuous employment exceed one (1) year, the Employee will be considered a Permanent Employee and seniority will date back to original date of employment. Term Employees shall be covered by the terms and conditions of this Collective Agreement, with the following exceptions:

(a) Article 14.03, 14.04, 14.05. The provisions contained in Article 14.03 may be applied to Term Employees, upon consultation with and approval of the Employer.

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

- i) the policies and procedures of the organization
- ii) the Employee's category and a clear job description in the bargaining unit

- iii) the specific duties the Employee is expected to perform
- iv) to whom the Employee is directly responsible
- v) all known health and safety hazards and appropriate policies as per the Occupational Health and Safety Act, Regulations and Code.

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 1 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 - PROBATIONARY PERIOD

- 6.01 Upon initial employment in a regular position, an Employee shall serve a probation period of ninety (90) calendar days from the date of hire. The probation period may be extended by mutual agreement in writing by the Union, the Employee and the Employer.
- 6.02 During the probationary period, a probationary Employee may be terminated at any time by the Employer without just cause but is entitled to rights of the grievance procedure Article under this Collective Agreement.

ARTICLE 7 – NON-DISCRIMINATION/HARRASSMENT

7.01 NO DISCRIMINATION

The Union and the Employer agree that there shall be no discrimination exercised or practiced with respect to any Employee in the matter of hiring, assigning wage rate, training, upgrading, promotion, transfer, layoff, recall,

discipline, classification, discharge or any other action by reason of age, race, creed, colour, ancestry, national origin, religion, sexual orientation, sex, marital or parental status, family relationship, place of residence, handicap, nor by reason of their membership or activity in the Union or any other reason.

7.02 NO HARASSMENT

The Union and the Employer agree there shall be no harassment in the workplace.

Definition:

“Harassment” means any objectionable conduct, comment or display by a person that:

- Is directed at a worker;
- Is made on the basis of race, creed, religion, colour, sex, sexual orientation, marital status, family status, disability, physical size or weight, age, nationality, ancestry or place of origin; and
- Constitutes a threat to the health or safety of the worker.

Worker right

Every worker is entitled to a working environment that is free of harassment.

Employer obligation

This Employer will ensure that no worker is subjected to harassment at this place of employment.

Worker obligation

No worker shall cause or participate in the harassment of another worker.

Procedure for dealing with harassment concerns

All complaints will be taken seriously. The rights of all concerned will be respected. Workers are encouraged to use these steps to address incidents of alleged harassment internally.

- A worker who believes that they have been subjected to harassment is encouraged where it is appropriate to do so, to first clearly and firmly make known to the alleged harasser that the harassment is objectionable and must stop.
- Where this cannot be done, or is unsuccessful, the worker should report the alleged harassment to the Employer or to persons designated by the Employer to receive complaints of harassment:
- Once a person designated by the Employer to receive complaints of harassment receives a complaint, that person shall immediately bring the complaint to the attention of the Employer.

- The Employer will: notify the alleged harasser of the complaint; provide the alleged harasser with information concerning the circumstances of the complaint; and undertake a confidential investigation.
- Following the conclusion of the investigation, the Employer will inform the complainant and the alleged harasser of the results of the investigation.

Resolution and Corrective Action

Where harassment has been substantiated, the Employer will take appropriate corrective action to resolve the complaint.

Where harassment has not been substantiated, no action will be taken against a worker who has made a complaint in good faith.

Confidentiality

This Employer will not disclose the identity of the worker or the circumstances of the complaint, except where disclosure is necessary for the purpose of investigating or taking disciplinary action in relation to the complaint, or where such disclosure is required by law.

External complaints

Nothing in this policy prevents or discourages a worker from referring a harassment complaint to the Alberta Human Rights and Citizenship Commission. A worker retains the right to exercise any other legal avenues available.

ARTICLE 8 – HOURS OF WORK

- 8.01 A regular working day shall consist of seven (7) hours, five (5) days per week, Monday through Friday, inclusive. The regular office and working hours shall be as follows: 8:30-4:30 unless mutually agreed upon. There will be a one (1) hour meal break at a mutually agreed time.
- 8.02 There shall be two paid rest periods of fifteen (15) consecutive minutes each.
- 8.03
- 8.03.01 An 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 month.
- 8.03.02 The above hours of work will entitle the Employee to one (1) day off in each two (2) week period. Days off will be mutually agreed to amongst staff.
- 8.03.03 If an Employee must work their scheduled day off they shall whenever possible, take their day off during the following week.

ARTICLE 9 – OVERTIME

9.01 The Executive Director shall not receive pay for overtime worked but shall receive seventeen (17) paid days leave per calendar year in lieu of overtime worked. These days can be taken at any time by mutual consent within a twelve (12) month period but cannot be carried over. Time spent travelling on Employer business shall be considered time worked.

ARTICLE 10 – TRAVEL/ACCOMMODATION/MEAL ALLOWANCE/PARKING

10.01 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:

- i) a breakfast allowance of twenty dollars (\$20.00);
- ii) a lunch allowance of twenty-five dollars (\$25.00);
- iii) a supper allowance of thirty-five dollars (\$35.00);
- iv) an overnight allowance of twenty dollars (\$20.00).

Effective Nov 1, 2019;

- i) a breakfast allowance of twenty-three dollars (\$23.00);
- ii) a lunch allowance of twenty-eight dollars (\$28.00);
- ii) supper allowance of thirty-nine dollars (\$39.00);
- iii) an overnight allowance of twenty dollars (\$20.00)

10.02 When an Employee is required to work away from their normal place of employment and/or is required to use their own vehicle on behalf of the Employer, the Employee shall be entitled to compensation for parking, accommodation and other related expenses upon production of receipts. In addition, mileage will be paid at the rate of fifty-three cents (\$.53) per kilometer.

10.03 The Employer agrees to pay the Executive Director an in-town per diem of ten dollars (\$10.00) for each day worked.

10.04 When an Employee is required to work in their normal place of work for more than twelve (12) hours in one (1) day, the Employer shall provide a meal or accept the Employee's claim for a thirty-five dollar (\$35) meal allowance.

10.05 Expense claims shall be submitted monthly.

10.06 The Employer shall pay for parking if required at Centre Facilities up to \$150.00 per month. Employees may instead utilize a monthly transit pass for which they will receive a full parking allowance.

10.07 Where the Employee is required to meet with others to discuss Centre business

over the meal period, expenses shall be reimbursed upon production of receipts.

10.08 When an Employee is required to work outside the province of Alberta, the Employee shall be entitled to twenty dollars (\$20.00) per day in addition to 10.01 above to cover additional costs incurred.

ARTICLE 11 – HOLIDAYS

11.01 The Employer agrees to provide Employees with the following holidays without loss of pay:

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

Christmas Week (from Christmas Eve Day up to and including News Year's Day) and any duly acclaimed Federal, Provincial or Civic Holiday.

11.02 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.

11.03 In the event of any of the holidays enumerated in Article 11.01 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 12 – VACATIONS

12.01 For the purposes of computing vacation entitlement, an Employee shall be entitled to vacation with pay in accordance with the length of service to become due on the anniversary date of the Employee as follows:

4 weeks after 1 year of service
5 weeks after 3 years of service
6 weeks after 8 years of service
7 weeks after 15 years of service

12.02 Senior Employees will be given preference in selection of vacation periods.

12.03 Employees shall be paid out the vacation pay earned but not taken as per Article 12.01 and any-pro-rate accumulated for the current year.

ARTICLE 13 – HEALTH CARE AND COMPENSATION

13.01 The Employer shall pay any Alberta Health Care Premiums levied.

13.02 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 a period of compensation.

13.03 The Employer shall pay one hundred percent (100%) of the premiums for all eligible permanent full-time and part-time Employees provided through the CAUS benefit plan which is appended for purposes of the level of benefits only.

13.04 Employee Wellness Fund/Health Spending Account

The Employer shall reimburse each full time Employees the cost of activities related to their personal or family health and fitness upon receipts and to a maximum of one thousand dollars (\$1,000.00) per year with no carry over allowed.

ARTICLE 14 – SICK LEAVE, MATERNITY/PARENTAL and SPECIAL LEAVE

14.01 SICK LEAVE

- (a) Employees shall be allowed one and one-half (1-1/2) 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.

A Doctor's Certificate must be supplied by the Employee in respect to an illness extending beyond five (5) working days. The Employer shall reimburse the Employee upon presentation of the receipt for any expense incurred for the certificate.

- (b) In case of family illness, within the immediate family. The immediate family being defined as Spouse (including common-law Spouse), Mother, Father, Children, the Employee shall be entitled to two (2) accumulated sick leave days per illness.
- (c) Permanent Employees shall be granted extended sick leave with pay, up to a maximum of 180 days or to the beginning of qualification of LTD benefits as prescribed by the CAUS Benefits Plan whichever comes first, beyond the paid sick leave entitlement provided in Article 14.01 during a period of lengthy illness or disability as certified by a Medical Doctor. During such period of leave beyond the paid sick leave entitlement seniority shall continue to be accumulated.
- (d) Employees shall be granted extended sick leave of absence without

pay of up to six (6) months after one (1) year's service, and twelve (12) months after five (5) years' service

Beyond the paid sick leave entitlement provided in Article 14.01 above during period of lengthy illness or disability as certified by a Medical Doctor. During such period of leave beyond the paid sick leave entitlement seniority shall continue to be accumulated.

- (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 or for their dependent children.

14.02 MATERNITY/PATERNAL LEAVE

- (a) (i) All Employees shall be granted leave in accordance with Article 14.02 (a) (ii).
- (ii) Leave of absence without pay or benefits shall be granted, upon thirty (30) days written notice where possible, to an Employee who is pregnant or who will be the primary caregiver of a natural or adopted child of that Employee. Such leave shall be for a definite period not to exceed sixteen (16) consecutive weeks for maternity leave, or sixty-two (62) consecutive weeks for parental leave or adoption leave.
- (iii) Maternity leave shall commence at the discretion of the Employee at any time within twelve (12) weeks of the estimated date of delivery. Maternity leave can begin no later than on the actual date of delivery.
- (iv) Parental leave can begin at any time after the birth or adoption of the child but must be completed within sixty-two (62) weeks of the date a baby is born or an adopted child is placed with the parent.
- (v) Second parent leave, which shall be available to one parent at a time, for a maximum of thirty-seven (37) weeks, without salary or benefits, shall commence at the discretion of the Employee at any time after the birth or adoption of the child, provided that the Employee supplies the Employer with proof. Such leave must be completed within fifty-two (52) weeks of the date a baby is born or an adopted child is placed with the parent. If shared, the second parent shall provide four (4) weeks notice to commence that leave.
- (vi) The Employee may terminate the maternity/parental/adoption leave with a four (4) week prior notice, in writing, at any time during the leave period. Upon completion of the leave, the Employee shall return to the position held when the leave commenced. If that position no longer exists, the Employer shall provide the Employee with alternate work of a comparable nature at the same wages.

- (vii) Notwithstanding Article 14.02(a)(iii), should any changes in salary rates or benefits occur during the leave, the Employee shall be paid in accordance with the current collective agreement as per Appendix A.
- (b) Employees who have met the waiting period for the extended benefits plan shall be entitled to receive the difference between employment insurance maternity/parental benefits and ninety-three percent (93%) of their gross regular salary from the Employer, for a period of thirty-seven (37) weeks, so long as the Employee qualifies and receives Employment Insurance Benefits.
- (c) During the health-related portion of maternity leave, health insurance premiums are payable by the Employer as provided by this agreement.
- (d) Notwithstanding Article 14.02(a), an Employee on maternity leave without salary may access sick leave entitlements as provided in Article 14.01, if satisfactory evidence of medical disability is provided to the board.
- (e) Parental Leave – An Employee may be granted up to three (3) days leave with pay at the time of the birth of the child.
- (f) Adoption Leave – An Employee may be granted up to three (3) days leave with pay at the time of the initial placement of an adopted child.

14.03 Special Leave

- (a) Five (5) days bereavement leave with pay for any of the following: Spouse (including common-law Spouse), Mother, Father, Siblings, Children. Such leave of absence will not be charged against sick leave, holiday entitlement or other accrued time off.
- (b) Three (3) days bereavement leave with pay for any of the following: sister-in-law, brother-in-law, Grandparents, Grandparents of Spouse and Grandchildren. Such leave of absence will not be charged against sick leave, holiday entitlement or other accrued time off.
- (c) Five (5) days with pay personal leave per year will be granted.
- (d) 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.
- (e) Employees selected to act on behalf of CUPE Local 474, shall receive time off with pay for time spent during the period of negotiations and/or processing of grievances with the Employer signatory to this Agreement.
- (f) 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.

- (g) Upon written request to the Employer, and provided permission is granted, members representing CUPE Local 474 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.
- (h) 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.
- (i) Upon application, the Employer may grant leaves of absences, without pay or without loss of seniority, for personal reasons. Such leave will not be unreasonably withheld by the Employer.

14.04 One Year Leave With Pay

If an Employee so chooses, they may have the Employer set aside twenty percent (20%) of his/her annual salary in a trust fund. After four (4) years, the Employee shall then have the right to take one (1) year leave of absence, drawing one twelfth (1/12) of that fund in accordance with income tax regulations, less the cost of benefits, each month. The Employer will continue to administer the Employee's benefits as set out in Article 13.

14.05 Sabbatical Leave

Upon application, the Employer will grant to Employees who have completed at least five (5) years of service, three (3) months leave at fifty percent (50%) of regular salary during the months of June, July and August, or during any other months of the year as may be mutually agreed upon, it being understood and agreed that only one (1) Employee shall be granted sabbatical leave in any given calendar year. Employees shall be entitled to sabbatical leave once in each five (5) year period.

14.06 Domestic Violence Leave

- a) The Employer shall make the best efforts to accommodate a request for a leave of absence made by an Employee that is the victim of domestic violence in order to provide that Employee with a reasonable period of time to appropriately deal with the impact of said violence.
- b) Request for such leave, including the proposed duration of such leave, must be made in writing by the Employee prior to the intended commencement of such a leave. Any such leave will be for a period not to exceed three (3) months.
- c) An Employee is entitled to three (3) days of Domestic Violence Leave with pay.

ARTICLE 15 – SENIORITY

- 15.01 Seniority shall mean length of continuous service within the bargaining unit.
- 15.02 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.
- 15.03 Employees retained on staff following the probationary period will have seniority credited to date of hiring.
- 15.04 An Employee laid off and placed on the recall list will retain but will not accumulate seniority during the period of layoff.
- 15.05 Seniority lists will be made available by the Employer and shall be amended quarterly in the event any changes occur during such period.
- 15.06 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 a known duration of not more than six (6) months. This period may be extended for an additional thirty (30) calendar days upon written request to 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.
- 15.07 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 16 – PROMOTION, LAYOFF AND RECALL

- 16.01 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.

16.02 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

16.03 (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 the Employee left to accept the promotion.

- (c) If during the trial period, the Employee determines that they are not satisfied in their new position, the Employee 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.

16.04 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) Casual, term and temporary Employees shall be entitled to not less than four (4) weeks notice unless their anticipated term of employment would be completed within four (4) weeks.
- (c) No permanent Employees will be laid off or have their hours reduced while any part-time, casual, term, temporary, or other non regular full-time 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 three (3) years 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) The Employer shall advise the senior Employee on the recall list of any employment opportunity and shall so advise the Union. The Employer and Union shall make every reasonable attempt to contact the Employee. 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 Employees right to recall may be forfeited and the next Employee on the list may be contacted and provided the same opportunity of recall.
- (h) If no Employees are on the recall list or if they do not make themselves available as set out in (f) and (g) above, the Employer may fill the vacancy or new position pursuant to the terms of this Article.
- (i) In the event of technological and procedural change which occurs during the term of an Employees lay-off, or affects their recall, the terms of Article 22 – Technological and Procedural Changes, shall apply to Employees on lay-off and seeking recall.
- (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.

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

- (a) Six (6) months to one (1) year - four (4) weeks
- (b) An additional two (2) weeks for each year of service thereafter to a maximum of fifty-two (52) weeks. Severance will be prorated for permanent part-time Employees.

16.06 If a reduction of office staff is necessary, the Employee with the least amount of seniority will be the first laid-off.

- 16.07 (a) All Permanent Employees shall be given at least two (2) months written notice of layoff or two (2) months salary in lieu of notice. At no time will the amount of notice or salary in lieu of notice be less than the requirements of the Employment Standard Code.
- (b) Permanent Part-Time Employees shall receive notice or pay in lieu of notice on a pro-rata basis.

16.08 A Permanent or Permanent Part-Time Employee who is laid off due to lack of work or redundancy shall be placed on the recall list for a period of one (1) year.

16.09 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.

16.10 Transition Allowance

Employees who choose to leave the employment of the Alberta Worker's Health Centre after long-term service and have given at least one (1) month notice of their leaving, shall be entitled to the following transition allowance:

- After five (5) years service, two (2) weeks regular pay for each completed year of service to a maximum of twenty-six (26) weeks.

The allowance shall be prorated for part time Employees. The Article does not apply to Employees terminated for cause or for Employees eligible for severance under Article 16.05.

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 twelve percent (12%) of the Permanent and Permanent Part-time 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 weekly or biweekly as mutually agreed between the Employer and the Employees. 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.

18.04 An Employee assigned to a higher job category or who temporarily replaces another Employee in such higher category shall be paid at the higher rate for the period so employed. This provision shall not apply for brief relief periods of less than one-half (1/2) day except that if an Employee is required to work at a higher category on a recurring basis, i.e. each day, each week or each month, the higher rate of pay shall apply.

18.05 The parties agree that the rates of pay specified herein shall be retroactive to the expiry date of the last Agreement. Retroactive pay cheques will be issued separate and within two (2) weeks from the date of signing the Agreement.

18.06 Any change in the number of Employees will be accompanied by a review of job descriptions within a period of one month after the change. Subsequent added responsibility will be subject to re-negotiation of wages.

ARTICLE 19 - JOB CLASSIFICATIONS

19.01 Upon request, the Union or an Employee shall be provided with a copy of a current position description.

19.02 Should the Employer introduce a new classification:

- (a) the basic rate of pay for the new classification shall be established by the Employer;
- (b) the Employer shall notify the Union of the basic rate of pay and provide a position description for the new classification;
- (c) in the event that the basic rate of pay for the new classification is not acceptable to the Union, the Union shall within thirty (30) calendar days from the date they received notification notify the Employer that they want to negotiate the basic rate of pay for the new classification;
- (d) the Employer and the Union shall meet to negotiate the basic rate of pay for the classification;
- (e) If a satisfactory conclusion to such negotiations is not reached within sixty (60) calendar days from the date the Union received the notification, the Union shall have an additional fourteen (14) calendar days to refer, in writing, the basic rate of pay for the new classification to arbitration in accordance with Article 21 Step IV Arbitration.

19.03 Where the job duties or qualifications of a position in any classification, or a classification covered by this Collective Agreement, are significantly changed the Employee and the Union shall receive twenty-eight (28) calendar days notice. Should the Union wish to discuss these issues, the Union will meet with the Employer within the twenty-eight (28) calendar day notice period.

ARTICLE 20 – WORKING CONDITIONS

- 20.01 Employees shall not be asked to make any written statement or verbal contract which may conflict with this Agreement.
- 20.02 It shall not be a violation of this Agreement or cause for discharge of any Employee in the performance of their duties, to recognize a legal picket line. The Union shall notify the Employer as soon as possible of the existence of such recognized picket line.
- 20.03 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 21 – GRIEVANCE PROCEDURE

- 21.01 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.
- 21.02 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.
- 21.03 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.
- 21.04 Grievances must be filed within thirty (30) days calendar 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.
- 21.05 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.
- 21.06 Replies to grievances stating reasons shall be in writing at all stages.
- 21.07 An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Step 1

The Grievor or the Union shall inform the Employer of the existence of a dispute. The Employer shall then have up to two (2) working days to resolve the dispute to both parties satisfaction. If that is not the case, the grievance may then be carried to Step 2.

Step 2

The Grievor or the Union shall file the grievance with the Chairperson of the Board of Directors, AWHC. 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. At each step of the grievance procedure the Grievor(s) and the Union representative shall have the right to be present with no loss of pay.

Step 3

If the grievance is not resolved at Step 2 within seven (7) working days the grievance may be submitted, in writing, to a three-member sub-committee of the Board of Directors of the Alberta Workers' Health Centre. The grievance shall be dealt with by the sub-committee within ten (10) working days or the date of the next Board meeting, whichever occurs first. The sub-committee shall report their findings in writing to the next scheduled meeting of the Officers of the Board.

Step 4

If the sub-committee is unable to resolve the dispute within seven (7) days, either of the parties may submit the difference to arbitration by notifying the Arbitrator named herein with a copy to the opposing party.

In the event that the Arbitrator named herein is unable to hear and determine the matter within the time limits set herein the Arbitrator shall defer to the named alternate Arbitrator. In the event that the named alternate Arbitrator is unable to hear and determine the matter within the time limits set herein the Arbitrator shall decline the appointment and the parties shall notify the Minister of Labour that an appointment is required.

Step 5

The Arbitrator shall within fourteen (14) days bring the parties together. At the time each party shall present the Arbitrator with an outline of the issue(s) in dispute together with all facts which it considers support its position. The arbitrator may order either party to forthwith produce such documents within its possession as are necessary to ensure a fair and open hearing.

The Arbitrator shall convene a hearing to determine the matter within ten (10) days of this preliminary meeting and shall issue a decision with a further three (3) days.

The Arbitrator shall hear and determine the difference. The Arbitrator may quash, vary, or confirm any action taken by either party, and shall issue an award in writing, and the decision is final and binding upon any Employee affected by it.

The parties recognize that justice delayed is justice denied and therefore adjournments and extensions will be granted only where the Arbitrator determines it would be absolutely required for a fair and just resolution of the dispute.

- 21.08 A Single Arbitrator shall not have the right to amend the terms of this agreement. The decision of the Single Arbitrator shall be final and binding upon the parties.
- 21.09 The costs of arbitration shall be borne separately by the parties except that the costs of the Single Arbitrator shall be shared equally by the parties.
- 21.10 If the Grievor or the Union fails to process a grievance to the next step in the grievance procedure within the time limits specified they shall not be deemed to have prejudiced their position in arbitration.
- 21.11 No grievances shall be defeated or denied by any formal or technical objection. An Ombudsperson or the Single 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 22 - TECHNOLOGICAL AND PROCEDURAL CHANGES

- 22.01 In the event of proposed technological change such as the introduction of policies and practices including equipment, software etc. which will affect continual employment or substantially alter the working situation of members of the bargaining unit, the Employer agrees to notify in writing and consult with the bargaining unit at least sixty (60) days prior to the introduction of a technological change, with a description of the project it intends to carry out, and foreseeable affects and repercussions on Employees.

When new or greater skills are required than are already possessed by affected Employees under the present method of operations, such Employees shall be trained, at the expense of the Employer, and be given a period of time not to exceed one year, during which they may perfect or acquire the skills necessitated by the new method of operation. There shall be not reduction in pay upon being re-classified in the new position.

ARTICLE 23 - STAFF DEVELOPMENT

- 23.01 The Employer shall permit Employees to upgrade knowledge and skills by being allowed reasonable opportunities to enhance their effectiveness, skills and satisfaction in own positions and to, learn the work of equal or higher positions at their applicable rate of pay during regular working hours.

23.02 The Employer agrees to reimburse the Employee for fees for authorized work related classes or courses, after successful completion of same or as otherwise agreed upon.

23.03 Each full-time Employee shall be allocated up to \$2500 per year for attendance at courses, workshops, conferences etc. as authorized as per Article 23.01. The same amount shall be allocated to each part-time Employee on a pro-rated basis.

ARTICLE 24 – UNION LABEL AND SOCIAL JUSTICE

24.01 The privilege of using the Union Label shall be extended to the Employer as Long as this Agreement remains in full force and effect and the Employer is fulfilling all of its terms and conditions. The Union Label shall be the official Union Label of the Canadian Union of Public Employees Local 474 and shall remain the sole property of the Union.

24.02 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 25 – CONTRACTING OUT AND VOLUNTEERS

25.01 The Employer agrees that all work coming within the jurisdiction of the Union shall be done by Employees within the bargaining unit and such work shall not be contracted out.

25.02 The Employer shall not contract out work if there are Employees at work or on layoffs who can perform the work in question.

25.03 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.

ARTICLE 26 – PERSONNEL FILE

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

26.02 An Employee, accompanied by their Steward, if so desired, has the right to

examine personal file upon request. The Steward may also examine the record on behalf of an Employee provided written authority is obtained from the Employee to do so may view their personal file.

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

26.04 The Employee may request that any other documentation be removed after one (1) year unless of an administrative nature. If such documents are not voluntarily removed by the Employer, this shall become subject to the grievance procedure.

ARTICLE 27 – HEALTH AND SAFETY

27.01 As a set of minimum requirements, the Employer agrees to adhere to all aspects of the Alberta Occupational Health and Safety Act, Regulations and Code.

27.02 The AWHC shall apply the precautionary principle when addressing potential health and safety concerns.

27.03 Employees shall be provided such personal protective equipment and vehicle emergency equipment that is necessary for safe performance of their duties, such items to be supplied at the Employer's expense.

27.04 The Union has the right to equal participation in all matters pertaining to health and safety including hazard assessments and determining practices to be followed. The Union has the right to be a party to any and all documents pertaining to the impact of the organization on the health and safety of the Employees and on the environment.

ARTICLE 28 – DURATION, TERMINATION AND AMENDMENTS

28.01 The Agreement shall become effective November 1, 2017 and shall remain in full force and effect until October 31, 2020 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. In the event that such notice is given the parties shall not meet later than fifteen (15) days after receipt of such notice. 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 Code and the Employment Standards Code.

ARTICLE 29 – COPIES OF THE COLLECTIVE AGREEMENT

29.01 The Employer shall provide a copy of the Collective Agreement to each new Employee upon appointment.

29.02 The Union and the Employer shall equally share the costs of printing the collective agreement. The parties agree to use the lowest cost method of printing.

Agreed on 27 day of February 2018 in the City of Edmonton, Alberta.

CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 474

ALBERTA WORKERS' HEALTH CENTRE



Dated this 11th day of July, 2018.

APPENDIX A – Employee Pay Levels
(Job Categories and Salary Rates)

Classification and salary for Executive Director increased as follows:

Current Wage October 31, 2017 = \$54.90 per hour

November 1, 2017 to October 31, 2018,

Year 1: **2%** General Wage Increase ($\$54.90 \times 1.02 = \56.00)

November 1, 2018 to October 31, 2019,

Year 2: **2.0 %** General Wage Increase ($\$56.00 \times 1.02 = \57.12)

November 1, 2019 to October 31, 2020,

Year 3: **2.0 %** General Wage Increase ($\$57.12 \times 1.02 = \58.26)

A bonus of 1% annual earnings shall be paid on December 1st of each year.

For Future Executive Directors increases as follows:

Start Rate: Upon hiring the Employer may offer a new Executive Director a starting rate no less than 90% of the posted rate. The start rate, if less than the posted rate, shall increase to the end year's posted rate in increments as agreed to at the time of hire between the Employer and the new Executive Director but shall be no longer than two years from the start rate.

APPENDIX B – JOB DESCRIPTION

Executive Director

Working independently the Executive Director is responsible for:

General

- Helping to develop and implement the Centre's campaigns as established by the Board.
- Developing and maintaining effective working relations with the labour movement, community groups, OH and S, WCB Committees, the government and our allies in the community.

Policy Analysis

- Analyze current OH and S and WCB trends, legislation and policy
- Using policy analysis to develop and implement effective campaigns for the Centre
- Information Services
- Development of information Centre's services regarding education, OH and S, WCB and the Centre itself

Educational Programs/Services

- creation of educational programs
- development of all education services (course, seminars, etc.)
- marketing of programs and services
- delivery of all educational programs and services
- educates and mobilizes union affiliate members

Grants/Fundraising

- seeks and coordinates trade union resources
- researchers potential grant application sources
- development and presentation of grant applications
- development of funding activities, subject to Board of Directors approval

Community Relations

- promotion of the Centre and its programs within the trade union community and the general public
- community liaison regarding services offered by the Centre
- organizes externally to maintain effective working relationships outside of the labour movement

Research/Information

- research into workplace hazards and possible solutions in response to inquiries
- initiates research into emerging hazards and develops appropriate educational/information campaigns

APPENDIX B – JOB DESCRIPTION CONTINUED

Administration

- responsible for the development and implementation of annual operating budget as approved by the Board.
- Interviews all potential staff as required
- Makes administrative decisions for the Centre while working within a policy framework established by the Board
- Implements policy decisions rendered by the Board

Supervision

- Implements staff reporting procedures
- Monitors staff performance as per the direction of the Board
- Reports staff performances to the Board and or as required
- Communicates staff needs to the Board
- Conducts staff meetings as per Board Policy

Reports Directly to Board Executive Officers and Board as required.

APPENDIX C – GROUP HEALTH

Alberta Workers' Health Centre
CAUS Benefit Plan
Funds Administrative Service Inc.
Benefit coverage levels in effect at November 1, 2017
See guide for details

Letter of Understanding #1

between

Alberta Workers' Health Centre

and

Canadian Union of Public Employees
Local 474

RE: Arbitrators

The parties agree that for the terms of this agreement a Single Arbitrator with respect to all grievances shall be one of the following:

Roxanne Wells-Devaney and Gerry Footz.

Signed 11th day of JULY 2018.


For the AWHC


For CUPE Local 474


For the AWHC


For CUPE Local 474

Alberta
Workers'
Health
Centre

Alberta Workers' Health Centre



Canadian Union of Public
Employees Local 474