

COLLECTIVE AGREEMENT

BETWEEN

CUPE / *Canadian Union
of Public Employees*
LOCAL 4731

AND



WORKERS' RESOURCE CENTRE

January 1, 2021 to December 31, 2024

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PREAMBLE

WHEREAS in the spirit of Truth and Reconciliation, the parties recognize the Traditional Territory of Treaty 7 and Region 3 of the Metis Region of Alberta,

AND 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, benefits 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 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, initiation fees and assessments as set by the Union from the gross regular wages of all Employees covered by this Agreement. 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:

Employee's Family members:

- Spouse, common-law partner, adult interdependent partner,
- Children (and their partner/spouse)
- Current or former foster children (and their partner/spouse)
- Current or former wards
- Parents, step-parents and/or current or former guardians (and their partner/spouse)
- Current or former foster parents
- Siblings, half-siblings, step-siblings (and their partner/spouse)
- Grandchildren, step-grandchildren (and their partner/spouse)
- Grandparents, step-grandparents

- Aunts, Uncles, step-aunts, step-uncles (and their partner/spouse)
- Nieces, nephews (and their partner/spouse)
- A person the Employee isn't related to but considers to be like a close relative

Family members of Employee's spouse, common-law or adult interdependent partner:

- Children (and their partner/spouse)
- Current or former wards
- Parents, step-parents, foster parents
- Sibling, half-sibling, step-sibling
- Grandparents
- Grandchildren
- Aunts, uncles
- Nieces, nephews

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. In all instances where meetings occur during working hours, such meetings shall be without loss of pay or any and all other entitlements under the Collective Agreement.
- 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. In all instances where meetings occur during working hours, such meetings shall be without loss of pay or any and all other entitlements under the Collective Agreement.

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 as per Article 8.03.
- 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.

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) thirty-five (35) hours per week, or
- c) seven and three quarter (7¾) 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 at a rate of one and one-half times (1.5x) for each hour worked. An Employee may bank up to the time in lieu equivalent of forty (40) hours, and in the event that leave is taken in periods equal to or less than forty (40) hours, may re-accumulate credits up to the forty (40) 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.

8.05 All-time worked on a statutory holiday, while on vacation or while on approved leave shall receive a minimum of three (3) hours which shall be calculated at double time (2x).

8.06 In the case of overtime banked during a statutory holiday, while on vacation or while on an approved leave, there is no limit to the number of hours that can be banked. These hours can be banked in addition to the forty (40) hour maximum (Article 8.03).

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) Per Diem & Meals

Employees are eligible for a per diem to cover meal costs while travelling on WRC business, or they may be reimbursed by submitting detailed/itemized receipts. The guidelines for these procedures shall be as described in Appendix B.

Per Diem and Meal Expense claims require an Employee to complete an authorized Expense Claim Form and submit it to the Executive Director no later than thirty (30) days following the expenditure.

c) 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 in Appendix B.

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 current allowable mileage rate at time of travel according to the Canada Revenue Agency Mileage Guide calculated to and from the office or satellite office.

As the WRC is a charitable organization, it is expected that the Employee will make reasonable efforts to minimize travel costs where possible and appropriate.

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 Reimbursement

All expenses of business travel must be properly documented, and an appropriate expense reimbursement form turned in. Proper documentation includes the business purpose, the destination, and a detailed accounting of expenses, including receipts for expenses of a nature that receipts are typically available, e.g., air fare, hotel bills, meals, etc. Expense claims may be submitted monthly or semi-monthly, or earlier at the discretion of the Executive Director.

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)	National Day for Truth and Reconciliation

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.

10.04 In the event of any of the holidays enumerated in Article 10.01 occur within twenty-eight (28) calendar days of an Employee's last day of work and should an Employee be laid off in accordance with Article 15.04, the Employee shall receive five percent (5%) of the last twenty-eight (28) calendar days of pay. For clarity, this Article applies to all Employees in the bargaining unit.

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 and 3rd year of service
- 25 days in the 4th to 9th year of service
- 30 days in the 10th to 15th year of service
- 35 days in the 16th and following years of service

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

- 6% in the 1st year of service
- 8% in the 2nd and 3rd year of service
- 10% in the 4th to 9th year of service
- 12% in the 10th to 15th year of service
- 14% in the 16th to 20th year of service
- 16% in the 21st and following years

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 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 accrue paid vacation days while absent on any leave provided for in this Collective Agreement, unless specifically excluded. The exception to this accrual will be Education Leave.

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

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.

- i) 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 (1) year.
- ii) Employees who sustain an injury in the course of their duties and who are eligible for Workers' Compensation shall have their benefits continue up to a maximum of one year and paid by the Employer.
- iii) Employees who sustain an injury in the course of their duties shall have the option to maintain their benefits at their own expense, with the Insurance Carriers approval for in additional one (1) year. Employees will pay the benefit cost in advance each month.

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. 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.

To facilitate effective management of the benefit plan described in Article 12.03, the Parties shall form a Joint Benefit Committee which shall review premiums, plan usage, renewal, administration and cost of the various components of the benefits described in the Article. The Committee will consist of a representative from each Union and a representative from the WRC Board of Directors. Consensus of the Committee is necessary for proposed changes to the benefits. This Committee shall meet at minimum once per calendar year unless all Parties involved agree that no meeting is required.

12.04 The Employer will make available a total of one thousand and five hundred dollars (\$1,500.00) annually to each Employee to use on themselves and/or their family members as defined in Article 4.05 of this Agreement. Acceptable expenses will be as identified in the benefit plan coverage.

Employees must first allocate their funds in whatever distribution they choose to a Health and Wellness Account and/or Health Spending Account within thirty (30) calendar days of issue. Such distribution does not need to be equal between the accounts.

There is no liability to transfer funds from one account to another after this thirty (30) day period or after a claim has been submitted.

Failure to allocate will result in all funds being placed in the Employee's Health Spending Account. The benefit company will administer this benefit and reimbursement as outlined in the company's guidelines.

ARTICLE 13 – LEAVES OF ABSENCE

13.01 Sick Leave

- a) Employees will accrue two (2) 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 been employed for ninety (90) days shall, upon written request providing at least two (2) weeks' notice where possible, be entitled to job protected Maternity Leave for a period of up to seventeen (17).
- 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 job protected maternity leave for up to an additional twelve (12) months, subject to operational needs.
- f) The Employer will continue to pay benefit premiums on behalf of an Employee on maternity leave for the health-related portion of their leave (17 weeks).
- g) Employees have the option of maintaining their benefits at their own expense with the carriers' approval, while on approved extended maternity leave. Employees will pay benefit costs in advance each month.

13.03 Parental Leave

- a) Any Employee, who has been employed for ninety (90) days shall, upon written request, providing at least two (2) weeks' notice where possible, be entitled to job protected Parental Leave for a period of up to sixty-two (62) weeks.
- b) 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.
- c) An Employee on such leave shall provide the Employer with at least two (2) weeks written notice of readiness to return to work.
- d) 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.
- e) Employees have the option of maintaining their benefits at their own expense with the carriers' approval while on the approved extended parental leave. Employees will pay benefit costs in advance each month.

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. In addition, Employees where eligible may be candidates for election to the following houses of labour: Calgary District Labour Council, CUPE Alberta Division, CUPE National, Canadian Labour Congress and Alberta Federation of Labour. Any Employee who is elected to any of the above noted political offices shall be granted the leave without loss of seniority, without pay and benefits for one (1) term of office.
- 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.
- h) An Employee shall be granted three (3) floater days off with pay per year.
- i) An Employee shall be granted up to ten (10) working days of job-protected domestic violence leave per calendar year. Such leave will be with pay and benefits and not charged against sick leave, holiday entitlement or other accrued time off. Should additional days be required, the Employee will have access to any sick bank, or vacation time accrued without loss of benefits or accrual of sick leave, holiday entitlement or other accrued time off. The Employee will continue to accrue seniority during such leaves.
- j) An Employee shall be granted unpaid, job protected leave for up to fifty-two (52) weeks if their child has disappeared as the result of a probable crime. Such leave shall be without pay, but without loss of seniority. The Employer will continue to pay benefit premiums on behalf of the Employee for twenty (20) weeks. Employees have the option of maintaining their benefits at their own expense with the carrier's approval, while on leave for the disappearance of a child. Employees will pay benefit costs in advance each month.

- k) An Employee shall be granted unpaid, job protected leave for up to 104 weeks for the death of a child if the child has died as the result of probable a crime. Such leave shall be without pay, but without loss of seniority. The Employer will continue to pay benefit premiums on behalf of the Employee for twenty (20) weeks. Employees have the option of maintaining their benefits at their own expense with the carrier's approval, while on leave for the death of a child. Employees will pay benefit costs in advance each month.
- l) After exhaustion of sick time, an Employee shall be granted unpaid, job protected leave with benefits for up to sixteen (16) weeks due to illness, injury or quarantine. This leave shall be without the loss of seniority, sick leave, holiday entitlement or accrued time off.

13.05 Compassionate Leave

- a) An Employee shall be entitled to up to twenty-seven (27) weeks leave of absence with health benefits to provide care or support to a gravely ill family member with a significant risk of death. 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) An Employee may extend a compassionate care leave by using sick leave credits.
- e) The Employer will continue to pay benefit premiums on behalf of an Employee on Compassionate Care Leave up to twenty-seven (27) weeks.

13.06 Union Leave

- a) Employees when delegated to perform Union activities, attend Union Schools, Education Seminars, etc., shall be granted leaves of absence. 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.

13.10 Critical Illness of a Child

- a) An Employee shall be entitled to up to thirty-seven (37) weeks job-protected leave with health benefits to provide care or support their child with a critical illness or with significant risk of death, regardless of the child's age. The Employer may request that the Employee provide an official medical certificate confirming the child's general health status.

After the leave is completed, and if the child is still critically ill and care is required, the Employee may request the leave again; however, a new medical certificate must be provided.

- 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 Family Caregiver Benefit for Children, 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 Critical Illness of Child Leave by using sick leave credits.
- f) The Employer will maintain benefits while the Employee is on Critical Illness of Child Leave.

13.11 Critical Illness of a Family Member

- a) An Employee shall be entitled to up to seventeen (17) weeks leave of absence with health benefits to provide care or support to a family member as defined in Article 4.05 of this Agreement. The number of weeks of leave exceeds the Employment Insurance benefit length including the waiting period. The Employer may request that the that the Employee provide an official medical certificate confirming the family member's general health status.

After the leave is completed, and if the family member is still critically ill and care is required, the Employee may request the leave again; however, a new medical certificate must be provided.

- 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 received. If the Employee does not qualify for Employment Insurance Family Caregiver Benefit for Adults, they may use paid sick leave credits.
- d) For the purpose of this clause "Family Member" is defined in Article 4.05 of this Agreement.
- e) An Employee may extend Critical Illness of a Family Member Leave by using sick leave credits.

- f) The Employer will maintain benefits while the Employee is on Critical Illness of a Family Member Leave.

13.12 Should the Federal or Provincial governments add any new work-related leave of absence provisions they shall be subject to the same qualifications described under the different clauses in Article 13.

13.13 Infectious Disease Leave

Infectious disease is defined as any disease designated by the Alberta Health Authority or Canada Health Authority, including the Chief Medical Officer(s) to be infectious to the population on a broad scale (e.g., pandemic).

- a) An Employee may take infectious disease leave, without loss of pay, seniority or benefits if:
 - i) They will not be performing the duties of their position because the Employee is providing care or support to any of these individuals because of a matter related to a designated infectious disease.
 - ii) To care for their child whose school or day care is closed or whose adult family member's care facility or program is closed because of a designated infectious disease. The Employee can be providing the care or support in Alberta or in another province, territory, or country.
 - iii) The Employee is directly affected by travel restrictions related to a designated infectious disease and, under the circumstances, cannot be reasonably expected to travel back to Alberta.
- b) An Employee must generally advise the Employer that they will be taking an infectious disease emergency leave before starting the leave. If advance notice cannot be provided, the Employee must inform the Employer as soon as possible after starting the leave.
- c) In the event that an Employee is in quarantine or isolation and is not ill, and otherwise able to work, the Employer may provide work at home or remote work options for the Employee. The work to be done from home does not necessarily need to be within the Employee's regular job description but must be meaningful and within their skill set. The Parties will collaborate to mutually agree on a plan that manages the Employee's schedule and the agency's operational needs.
- d) Proof of Entitlement

The Employer can only require the evidence at a time that is reasonable in the circumstances. In any case, the Employer may request a doctor's note if the infectious disease leave exceeds three (3) days.

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 any leave provided for in this Collective Agreement, unless specifically excluded.
- 14.02 An Employee shall lose all seniority rights for any one or more of the following reasons:
- a) Voluntary resignation (and does not withdraw their resignation within two (2) working days or five (5) calendar days). The Employee may withdraw their resignation only once.
 - 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 to the Union 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 twelve (12) weeks. Severance will be prorated for permanent part time Employees.

15.06 Upon layoff permanent Employees will be provided notice as follows:

- 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 or the greater as defined by legislation.
- b) Permanent part time Employees shall receive notice or pay in lieu of notice on a pro-rated basis as in (a) above.

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 and the Union 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.

19.06 Acting outside of the Bargaining Unit

- a) If an Employee is temporarily assigned duties outside the Bargaining Unit within the organization for greater than one (1) consecutive day, the Employee will be entitled to two dollars and fifty cents per hour (\$2.50/hour) in top up pay over the current rate of the Employee's pay for the duration of the assignment.
- b) Top-up pay is in recognition of basic duties such as: being the point of contact for other employees for sick time, days off, etc., and staff coverage in addition to payroll entering.
- c) Should an Employee be assigned greater administrative duties which fall under the role of the Executive Director or another supervisory role, the Employee shall be paid the rate of the position assigned beginning on the date of the increased duties assigned until the end of the assignment.
- d) An Employee temporarily assigned duties outside of the Bargaining Unit or to an out of scope position, for a period not greater than three (3) months, shall remain part of the Bargaining Unit and continue to enjoy all rights and entitlements that flow from the Collective Agreement. Such Employee shall continue to have Union dues deducted accordingly.

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 - Informal/Verbal

Prior to submitting a written grievance, the Employee, with or without Union representation, will attempt to resolve the difference in consultation with their immediate supervisor within twenty (20) working days of the incident giving rise to the difference.

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 WRC Board of Directors. 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. 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 - Mediation

If mutually agreed between the parties, within fourteen (14) working days of receiving the Step 3 response, the grievance may be referred to a third party grievance mediator to assist in resolution of the grievance prior to referring the grievance to Arbitration.

The cost of the mediator shall be shared equally between the Employer and the Union.

If mediation fails, the Union may refer the grievance to Arbitration within the time limits specified in the Alberta Labour Relations Code.

Step 5 - Arbitration

If the grievance is not resolved at Step 4, within ten (10) working days, either party may submit the grievance to an individual Arbitrator or panel for a final and binding settlement if unable to resolve the dispute. The parties shall have the option to mutually agree to an Arbitration panel of three (3) members. The Arbitrator and/or panel 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.

20.10 Except as outlined in Article 20.09, the Arbitrator may not amend, alter or ignore the articles of this Collective Agreement.

ARTICLE 21 – STAFF DEVELOPMENT

21.01 New Employee Orientation

It is agreed that within in ten (10) working days of a new Employee hire, such Employee and a Union representative shall be granted a maximum of two (2) hours to meet with the new Employee in order to orient the new Employee to the Local Union and the Collective Agreement. Such time shall be without loss of pay, seniority or other entitlements for both the Union representative and the new Employee. The orientation will occur at mutually agreeable time during working hours.

21.02 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, weekend or an online course outside of regular working hours 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 seven hundred and fifty dollars (\$750.00) for each Employee. No request will be unreasonably denied.

Unspent professional development funds cannot be carried forward from one fiscal year (ending December 31) to the next.

21.03 The Employer agrees to reimburse the Employee for fees for authorized work related classes or courses.

21.04 An Employee may apply to the Board of Directors for additional funding if their course(s) exceed their professional development fund. Such funding shall be at the sole discretion of the Board of Directors and shall not be subject to the grievance procedure in Article 20.

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

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

- a) The proposed project is in line with the WRC's values.
- b) The WRC Executive Director must approve the special project.
- c) The WRC 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) WRC 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 WRC.

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.
- 26.04 The Union and the Employer agree that each side shall elect or appoint their own Health and Safety Representative. The Representatives shall meet on a regular basis to discuss and resolve Workplace Health and Safety issues.
- 26.05 An Employee requesting an accommodation shall be offered Union representation for such process. Such assistance shall be granted at any time during the accommodation process.
- 26.06 The Union's Occupational Health and Safety representative or designate shall participate in all OHS investigations.

ARTICLE 27 – DURATION, TERMINATION AND AMENDMENTS

- 27.01 The Agreement shall become effective January 1, 2021 and shall remain in full force and effect until December 31, 2024 and from year to year (January 1 to December 31) 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.
- 27.03 Where a discrepancy occurs between this Agreement and Employment Standards or other legislative minimums, the greater of the two benefits shall apply.

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 Arbitration 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.

The signatures of the negotiators, below, signify that they have read and understand this Collective Agreement and accept it as a full and accurate compilation of all items agreed to between them.

**ON BEHALF OF
WORKERS' RESOURCE CENTRE**

**ON BEHALF OF CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 4731**

Carolyn Kahn

Meg Minella

[Signature]

[Signature] June 5, 2023

Karen Craik

DATE: *June 5, 2023*

DATE: *June 5, 2023*

LETTER OF UNDERSTANDING

BETWEEN

WORKERS' RESOURCE CENTRE

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4731


RE: EMPLOYEE BENEFIT IMPLEMENTATION



As of March 31, 2023, benefit coverage for all Employees of the Workers' Resource Centre shall move from Oasis Benefit Plan to GroupSource Benefit Plan. In order to ensure a smooth implementation, the Parties agree to the following:

1. The current allocation of seven hundred and fifty dollars (\$750.00) per year as defined in Article 12.04 shall be increased to one thousand five hundred dollars (\$1,500.00) per year.
2. Any amount already used from the originally allocated seven hundred and fifty dollars (\$750.00) shall be deducted from the Employee's allocation for the remainder of 2023.
3. Upon transfer to GroupSource benefits, each Employee shall have access to a Health and Wellness account as well as a Health Spending Account. Health and Wellness spending is considered a taxable benefit, whereas the Health Spending Account is not a taxable benefit.
4. These accounts will be administered by and submitted directly to GroupSource.
5. Each Employee must inform the benefits provider within thirty (30) days of implementation or prior to their first claim as to what proportion they wish their allocated funds to be distributed between their two accounts.
6. There is no ability to transfer funds from one account to another once a selection has been made or a claim has been submitted.
7. For additional guidance in determining their preferred allocations, Employees shall be provided with the comprehensive GroupSource lists of HWA and HSA allowable items.

SIGNED ON BEHALF OF
WORKERS' RESOURCE CENTRE

SIGNED ON BEHALF OF CANADIAN
UNION OF PUBLIC EMPLOYEES,
LOCAL 4731


DATE: June 5, 2023


DATE June 5/2023


APPENDIX A

Effective January 1, 2023 - December 31, 2023

5% wage increase applied to all rates and ranges in all job classifications (new wage for all current positions \$36.90/hour)

Job Categories	Wage Rate
Case Worker	\$36.90/hour
Public Legal Educator	\$36.90/hour
Intake Coordinator	\$36.90/hour
Workplace Sexual Harassment Legal Specialist	\$36.90/hour

Effective January 1, 2024:

Wage negotiated by Wage Reopener effective January 1, 2024. Either party giving notice to begin wage reopener negotiations, no earlier than November 1, 2023 shall constitute notice to bargain.

APPENDIX B - AGENCY-BASED TRAVEL

(as referenced in Article 9.02)

Meal Expense or Per Diem

Either method may be used but only one method can be applied per trip.

Method 1 - Meal Expense

Reasonable expenses for meals taken while travelling on WRC business can be claimed by completing an Expense Claim Form, attaching original receipts, and indicating the purpose of the meeting/trip. An Employee shall receive an additional thirty dollars (\$30.00) per day or partial day for incidentals.

The cost for meals may also be reimbursed based on a per diem rate without the need to furnish receipts (see Method 2).

Guidelines

- An Employee is not permitted to claim an allowance when meals are included in registration fees for seminars and conferences or are included in air travel.
- The purchase of alcohol will only be permitted for hospitality functions with the approval of the Executive Director.
- When the cost of meals to be reimbursed includes other Employees or guests, their names must be claimed with the following provision: the name(s), title(s) and company or business relationship of the people to the University must be included on the expense claim form and marked on the back of the receipt.
- Credit card payments should include an itemized receipt along with a credit card receipt. A credit card receipt alone is not sufficient.
- Tipping is reimbursable to a maximum of 20% of the pre-tax amount for food and refreshments.

Method 2 - Per Diem

Employees are eligible for a per diem to cover meal costs while traveling on WRC business.

Complete an Expense Claim Form, indicate the dates of travel and the purpose of the meeting/trip. Receipts are not required when claiming a per diem.

Guidelines

- An Employee is not permitted to claim a per diem when meals are included in registration fees for seminars and conferences or are included in air travel.
- Per diem meal allowances may only be claimed by individual Employees for themselves.
- Per diem rates below include tips and taxes.

Canada Per Diem Rates

Breakfast	\$20.00
Lunch	\$30.00
Dinner	\$45.00
Incidentals	\$30.00
Total:	\$120.00

Travel Within United States Rates

Breakfast	\$20.00 USD
Lunch	\$30.00 USD
Dinner	\$45.00 USD
Incidentals	\$30.00 USD
Total:	\$120.00 USD

Travel Guidelines

Air Travel: All travelers shall make their reservations as early in advance as possible in order to obtain the best prices available. Under most circumstances, non-refundable tickets should be purchased, if available, as the savings are substantial. The standard means of air travel will be economy coach class. If a change of plans becomes necessary due to unforeseen business or personal circumstances, the expense of changing a restricted or non-refundable ticket will be reimbursed. In-flight movies or alcoholic beverages will not be reimbursed. Mileage to and from the airport and parking expenses will be reimbursed.

Lodging: Suitable lodging accommodations should be chosen, taking into consideration the rates, location, and other business-related factors. Absent special circumstances, the cost of upgrading to a superior room will be considered a personal expense. If travel plans change, it is the person's responsibility to cancel any guaranteed hotel reservations within the appropriate time. Modest expenses for internet access, access to a hotel's fitness center or acquiring refreshments at a hotel are reimbursable. In room movies and laundry/dry cleaning charges are not reimbursable. Copies of the itemized hotel bill and receipt should be attached to the expense report.

Ground Transportation: Consideration should be given to the lower cost means of local transportation such as taxicabs, Uber, shuttle service or airport/hotel transportation. Car rental is also permissible. Travelers should return rental cars with a full tank of gas to avoid costly surcharges.

Personal Vehicle Usage: When a personal vehicle is used for WRC business, the Employee's mileage will be reimbursed at whatever the current mileage rate is under the Canada Revenue Agency claim rate. The Employer will reimburse business travel-related road or bridge toll charges and parking facility costs. Business usage must be documented on the expense reimbursement form noting the date, destination, purpose and number of miles. Commuting to and from work is considered a personal rather than a business expense.

Other Expenses

Other reimbursable expenses: Other miscellaneous items that are reimbursable include the actual cost of business telephone calls and personal calls made at reasonable intervals or under extenuating circumstances.

Non-reimbursable expenses: The following items are considered personal expenses and will not be reimbursed. These include the cost of airfare above coach, nonbusiness related entertainment such as site-seeing expenses, laundry expenses on trips of short duration, airline club memberships or dues, items of clothing, toilet articles, medical supplies, haircuts, etc.

Spouse and Guest Travel: Spouse and guest travel expenses include those expenses directly related to the spouse/guest such as meals, transportation costs, etc. If the exact part of the expense for the spouse/guest cannot be established, the expense will be allocated on a pro-rata basis. The Employer will only reimburse expenses as if the employee had traveled alone. Travel expenses of an accompanying spouse/guest are considered personal expenses and are not reimbursed.