

COLLECTIVE BARGAINING AGREEMENT

COPE Local 397

~ and ~

The Calgary & District Labour Council (CDLC)

January 1, 2018 – December 31, 2020

TABLE OF CONTENTS

Article	Title	Page
100	– GENERAL.....	1
101	– BARGAINING AUTHORITY.....	1
102	– TERM OF AGREEMENT.....	1
103	– DISCRIMINATION.....	2
104	– PAY DAYS.....	3
105	– UNION SECURITY.....	3
106	– CLASSIFICATION AND PAY PLANS.....	4
107	– GRIEVANCE PROCEEDINGS.....	4
108	– ARBITRATION BOARD.....	5
109	– DISCIPLINARY ACTION.....	5
110	– WRONGFUL DISMISSAL.....	6
111	– REGULAR, TEMPORARY AND CASUAL EMPLOYEES.....	6
112	– MOVEMENT OF PERSONNEL, VACANCIES.....	7
113	– SICKNESS AND ACCIDENT BENEFITS.....	8
114	– LEAVE OF ABSENCE.....	8
115	– SENIORITY.....	13
116	– VACATIONS.....	13
117	– PAID HOLIDAYS.....	14
118	– WORKING HOURS.....	15
119	– OVERTIME.....	15
120	– RELIEF PERIODS.....	16
121	– PROTECTIVE EQUIPMENT.....	16
122	– PAY PROCEDURE FOR RELIEVING.....	16
123	– WITNESS/JURY DUTY.....	16
124	– UNION REPRESENTATION.....	16
125	– SAFETY.....	17
126	– AUTOMATION AND JOB SECURITY.....	17
127	– GENERAL BENEFITS.....	17
128	– MEDICAL PLAN, HOSPITALIZATION, PENSION, DENTAL.....	18
129	– TEMPORARY EMPLOYEES.....	18
	APPENDIX ‘A’ – OFFICE ADMINISTRATOR.....	20
	APPENDIX ‘A’ – CLERK – CASUAL.....	21
	APPENDIX ‘A’ – STUDENT RESEARCHER.....	22
	LETTER OF UNDERSTANDING RE: KATHY SHERK.....	24
	INDEX.....	25

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION (COPE), LOCAL 397
HEREINAFTER REFERRED TO AS THE “UNION”

~ AND ~

THE CALGARY & DISTRICT LABOUR COUNCIL (CDLC),
HEREINAFTER REFERRED TO AS THE “EMPLOYER”

100 – GENERAL

- 100.01 Now, therefore, in consideration of the mutual covenants and agreement hereinafter set forth, the Employer, the Union and the Bargaining Representative chosen by the Union hereby agree as follows:
- 100.02 The purpose of this Agreement is to maintain a harmonious relationship between the Employer and the Employees; to define clearly the hours of work, rates of pay and conditions of employment; to provide for an amicable method of settling differences which may from time to time arise; to promote the mutual interest of the Employer and the Employees; to promote and maintain such conditions of employment, in accordance with the provisions of the Alberta Labour Relations Code.

101 – BARGAINING AUTHORITY

- 101.01 The Employer recognizes the Union as the sole bargaining authority for all Employees in the office within the jurisdiction of the Canadian Office and Professional Employees Union (COPE), Local 397, Calgary, and within the classifications as may from time to time be agreed to and established by the parties.

102 – TERM OF AGREEMENT

- 102.01 The term of this Agreement shall be from the first day of January 1, **2018** until the thirty-first day of December **2020** and from year to year thereafter, unless terminated or amended in the manner hereinafter provided. All Articles in this Agreement, unless otherwise specified, shall become effective on the date both parties ratify the Memorandum of Agreement.
- 102.02 Either party wishing to amend or terminate this Agreement shall give notice in writing of such desire to the other party not less than sixty (60) days nor more than one hundred and twenty (120) days prior to the termination date of this Agreement.

- 102.03 If notice to negotiate, following any notice to terminate, has been given by either party prior to the date of such termination or if notice to amend has been given by either party, this Agreement shall remain in full force and effect during any period of negotiations even though such negotiations may extend beyond the said anniversary date or the said termination date until fourteen (14) days after the date upon which a vote is held under the provision of the Alberta Labour Relations Code.
- 102.04 Any conclusions reached in the aforementioned negotiations shall be made retroactive to the said anniversary date or the said termination date.

103 – DISCRIMINATION

- 103.01 The Employer agrees that there shall be no discrimination, harassment, interference, restriction, or coercion exercised or practiced with respect to any Employee in the matter of any rights or privileges under this Collective Agreement, including hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, discharge or otherwise by reason of age, race, creed, colour, national origin, political, religious affiliation or activity, sex or marital status, sexual orientation, gender identity, gender expression, place of residence, disability, nor by reason of their membership and/or activity in the Union.
- 103.02 It is the policy of the Employer to ensure that the working environment is conducive to the performance of work and is such that Employees are not hindered from carrying out their responsibilities. The Employer considers harassment in the workplace to be a totally unacceptable form of intimidation and will not tolerate its occurrence. The Employer will ensure the victims of harassment are able to register complaints in complete confidence without fear of reprisal.
- 103.03 (a) The Union and the Employer recognize the right of the Employees to work in an environment free from sexual harassment, and the Employer undertakes to discipline any person employed by the Employer engaged in sexual harassment of another Employee.

Sexual harassment shall be defined as:

- (i) Inappropriate touching, including touching which is expressed to be unwanted;
- (ii) Suggestive remarks or other verbal abuse with a sexual connotation;
- (iii) Compromising invitations;
- (iv) Repeated or persistent leering at a person's body;
- (v) Demands for sexual favours;
- (vi) Sexual assault.

- (b) In cases of sexual harassment, the Employee being harassed has the right to discontinue contact with the alleged harasser without incurring any penalty, pending determination of the grievance.
- (c) **The Union shall report allegations of sexual harassment to the Canadian Labour Congress representative.**

103.4 Personal harassment shall be defined as any personally oriented practice that undermines an Employee's health and safety, job performance, or endangers the Employee's employment status or potential. All personnel have the right to work without such harassment.

103.5 Grievances initiated under this Article will be handled with all possible confidentiality and dispatch.

103.6 It is the responsibility of the Employer to ensure that this policy is respected by everyone. The Union and the Employer agree that during the life of this Agreement, they shall jointly develop procedures, to deal with any allegations of harassment, which shall be attached to and form part of this Collective Agreement.

104 – PAY DAYS

104.01 Employees shall be paid bi-weekly or as mutually agreed between the Employer and the Employee.

104.02 Pay shall be made by either electronic fund transfer (EFT) or by cheque by mutual agreement.

105 – UNION SECURITY

105.01 The Employer agrees that all eligible Employees shall maintain Union membership as a condition of employment. New eligible Employees who are retained beyond thirty (30) days employment shall become members of the Union.

105.02 Employees engaged on a temporary or casual basis for a period not exceeding thirty (30) days shall be hired through the Union if qualified Union Members are available. Such Employees, if working less than sixty (60) hours per calendar month, shall be required to pay permit dues in accordance with the Constitution and By-Laws of the Union; if working more than sixty (60) hours per calendar month, shall be required to pay the regular monthly dues as set forth by the Union.

105.03 The Employer agrees to deduct the amount authorized as Union dues, Applicants Service Fees, Initiation and/or Assessments once each month and to transmit monies to the Union by the 15th of the following month together with a list of the Employees from whom such deductions were made.

105.04 Upon written notice from the Union that an eligible Employee fails to maintain membership in the Union by refusing to pay dues or assessments, the Employer agrees to terminate employment of the said Employee seven (7) days from the date of notice.

106 – CLASSIFICATION AND PAY PLANS

- 106.01 Employees shall be classified in accordance with the skills used and shall be paid not less than the minimum weekly or hourly wage rate for such classification in accordance with Appendices 'A' and 'B' which are attached hereto and made part of this Agreement.
- 106.02 Any position not covered by Appendices 'A' and 'B' or any new position which may be established during the life of this Agreement shall be subject to negotiations between the Union and the Employer. In the event that the parties are unable to agree as to the classification and rate of pay for the job in question or in reclassifying any position of an Employee which may be in dispute, it may be submitted to the grievance procedure and arbitration procedure of this Agreement.
- 106.03 It is expressly understood and agreed that the salary scale herein provided for are minimum scales. No Articles in this Agreement shall be, at any time, so construed as to reduce the pay or increase the hours of any Employee now on payroll of the Employer. Nor can it be so construed that any Employee may not be given a salary above minimum, be granted an increase in pay before that period specified or be advanced or promoted in the service of the Employer. This Article applies only to those hired prior to the ratification date (August 16, 2010) of this Collective Agreement and shall not apply to anyone hired after ratification of the Collective Agreement.
- 106.04 If Employees are receiving benefits in excess of the privileges as stated in the Agreement and/or if an Employee is working a lesser number of hours per week than is stated in this Agreement, such conditions shall not be reduced or altered due to the signing of this Agreement. This Article applies only to those hired prior to the ratification date (August 16, 2010) of this Collective Agreement and shall not apply to anyone hired afterwards.
- 106.05 Any Employee hired who reports for work and is not put to work shall be guaranteed a minimum of four (4) hours pay at the applicable rate of pay as outlined in Appendix 'A' for that classification in which they were hired.
- 106.06 The parties agree that the rate of pay specified herein shall be retroactive to the expiry date of the last Agreement.
- 106.07 Employees required to travel out-of-town on the Employer's business shall be paid travel time at the straight-time rate of pay for time spent in travel.
- 106.08 Regular Employees who have been employed in one particular job classification for a period of ten (10) years shall be paid a service differential of five percent (5%).

107 – GRIEVANCE PROCEEDINGS

- 107.01 All differences between the Employer and the Union regarding the interpretation, application, operation or an alleged violation of any Article or subsection of this Agreement shall be settled without stoppage of work by procedures as hereinafter provided.

- 107.02 The Union or the Employer may instigate a grievance under the terms of this Agreement. If the parties fail to settle same within ten (10) working days or an extension of time mutually agreed upon, they may proceed under **Article 108 – Arbitration Board**.
- 107.03 Any grievances must be filed within thirty (30) days after the grievance occurs unless circumstances beyond the control of the aggrieved party prevent such filing.

108 – ARBITRATION BOARD

- 108.01 If the parties fail to reach an agreement under Article 107 within ten (10) working days, they may by written notice to the other party stating the nature of the difference, require the establishment of an Arbitration Board. Such written notice must be served within ten (10) working days following completion of Article 107.02.
- 108.02 Each party shall appoint one (1) member as its representative on the Arbitration Board within seven (7) days of such notice. The two (2) members appointed shall endeavour to settle the grievance forthwith. Failing this, the two (2) members appointed shall endeavour to select an independent chairperson. If the two (2) members fail to select a chairperson within five (5) days they shall request the Alberta Labour Relations Board to select a chairperson.
- 108.03 The Arbitration Board by its decision may not change, modify or alter any of the terms of this Agreement. All differences submitted (as referred to in Article 107.01) shall present an arbitral issue under this Agreement.
- 108.04 The Arbitration Board shall give its decision not later than fourteen (14) days after the appointment of the Chairperson except that with the consent of both parties, such limitation of time may be extended. The findings and/or decisions of the Arbitration Board shall be final and binding on both parties.
- 108.05 Each party to the difference shall bear the expense of its respective nominee to the Arbitration Board and the two (2) parties shall bear equally the expense of the Chairperson.
- 108.06 As an alternative procedure, the parties to this Agreement may, if mutually agreed, agree upon a Single Arbitrator in place of the Arbitration Board. The decision of the Single Arbitrator shall be final and binding on both parties.

109 – DISCIPLINARY ACTION

- 109.01 No Employee shall be disciplined, suspended or discharged except for just cause. The Employer will inform the Employee in writing, with a copy provided to the Union, the reasons for such discipline, suspension or discharge. Where an Employee is discharged for just cause advance written notice need not be given, however, the Employer shall provide written reasons on the day of discharge to the Employee, with a copy provided to the Union.

- 109.02 It is understood and agreed the Employee has the right to Union Representation. Except in cases of major misconduct, where the Employer intends to interview an Employee for either disciplinary purposes or regarding work performance issues, the Employer shall provide a minimum of forty-eight (48) hours advance notice to the Employee of the purpose of the interview in order that the Employee may arrange for Union Representation to be present at the interview.
- 109.03 The Union recognizes the right of the Employer to discipline, suspend or discharge Employees for just cause subject to the Employee's recourse to the grievance procedure. Any warnings, whether verbal or written shall be removed from the Employee's record after one (1) year, destroyed and not held against the Employee in any way.
- 109.04 Any Employee whose employment is terminated for just cause by the Employer, as set forth in Article 109.01 shall be paid vacation credits, salary due and any additional entitlements due as per Alberta Employment Standards forthwith.

110 – WRONGFUL DISMISSAL

- 110.01 If, upon joint investigation by the Union and the Employer, or by decision of an Arbitration Board appointed pursuant to the terms of this Agreement, it is found that an Employee has been unjustly discharged, such Employee shall, subject to the award of the Arbitration Board or pursuant to the mutual findings of the Union and the Employer, be reinstated to their former position without any loss of seniority, rank or benefits and shall be compensated by the Employer for all time lost retroactive to the date of discharge.

111 – REGULAR, TEMPORARY AND CASUAL EMPLOYEES

- 111.01 A Regular Employee is any person employed on a full-time permanent basis.
- 111.02 A Regular part-time Employee is any person employed on a permanent basis for less than the normal hours of work or work week. Regular 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.
- 111.03 A Temporary Employee is one hired by the Employer as relief for holidays, annual vacations, illness, leave of absence, or for a specific assignment for a specified period of time. This Employee shall have all rights under this Agreement and seniority shall date back to the original date of employment.
- 111.04 A Casual Employee is one hired by the Employer for extra or relief work on a call-in basis only and shall be guaranteed not less than four (4) hours work on each day which they are employed.
- 111.05 All new Employees except temporary or casual Employees shall be considered probationary for the first three (3) months of employment. After three (3) months of employment, an Employee shall become permanent. A temporary Employee transferred to a regular status shall not be required to serve a further probationary period.

- 111.06 The Employer shall make known to the Employee the duties the Employee is expected to perform and from whom the Employee shall receive instructions as to the policies and procedures of the establishment.
- 111.07 The Employer agrees when hiring relief personnel for any regular or regular part-time Employee who is absent for an extended period of time, the relief Employee shall report for training purposes prior to the commencement of employment wherever possible.
- 111.08 Notwithstanding the other provisions within Article 111, the Employer may hire a Student **Researcher** who shall be a temporary Employee and may be terminated, by the Employer, at any time.

112 – MOVEMENT OF PERSONNEL, VACANCIES

- 112.01 The Employer shall fill job vacancies from within the Office before hiring new Employees providing Employees are available with the necessary qualifications to fill the vacant positions.
- 112.02 Promotions shall be made on the basis of seniority, ability, and experience. Qualifications being equal, the Employee with the greatest seniority shall be selected.
- 112.03 All regular and part time Employees shall be given four (4) weeks written notice of lay-off if the Employee has been employed less than six (6) years; five (5) weeks, if the Employee has been employed for six (6) years or more but less than eight (8) years; six (6) weeks, if the Employee has been employed for eight (8) years or more but less than ten (10) years; and eight (8) weeks, if the Employee has been employed for ten (10) years or more.
- 112.04 If a reduction of office staff is necessary, the Employee with the least amount of seniority in any classification shall be the first laid off from the job but may displace an Employee in the same or lower classification with the least seniority in such classification providing they have the qualifications to satisfactorily perform the job and have greater seniority. Employees who are displaced from their jobs as a result of such bump-back procedure may themselves move back and displace Employees having less seniority in the same or lower classification providing such Employees have the necessary qualifications and seniority.
- 112.05 Employees on the recall list shall have first rights to any vacancy in their former job classification or to a similar classification for which the Employee is qualified and the Employer shall not hire or promote to such classification while an eligible Employee is on the Recall List. Employees recalled to their former position or to a position having the same salary range shall receive the current rate for the step in the salary range which they held at the time of lay-off. All rights due to seniority under this Agreement shall be unaffected by such lay-off period.
- 112.06 Any regular full or 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. Such an Employee is responsible to keep the Employer advised of their current address or any changes.

113 – SICKNESS AND ACCIDENT BENEFITS

- 113.01 (a) Full-time Employees shall be allowed two (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 eighty (180) actual working days. If requested by the Employer, a doctor's certificate must be supplied by the Employee in respect of an illness extending beyond three (3) working days.
- (b) Part-time Employees shall accrue one (1) sick day for every seventy-six (76) hours worked, such sick time shall be cumulative from year to year, to a maximum of one hundred and eighty (180) working days. If requested by the Employer, a doctor's certificate must be supplied by the Employee in respect of an illness extending beyond three (3) working days.
- 113.02 Upon severance or retirement, an Employee shall receive unused accumulated sick leave.
- 113.03 During periods of lengthy illness or disability as certified by a medical doctor, Employees shall be covered under a long-term disability insurance plan which shall be provided by the Employer. Seniority shall accumulate.
- 113.04 If an Employee becomes ill or is injured during the period of their annual vacation, the Employee may, if capable of performing their regular duties, return to work and take the remaining days of their vacation at the mutual convenience of the Employer and the Employee. The Employer reserves the right to request a Doctor's certificate in order to confirm the Employee is capable of performing their regular duties. Where such certificate is requested any reasonable costs shall be paid by the Employer. Employees injured or ill or unable to return to work due to distance or other valid excuse or sickness during the period of their annual vacation shall, upon presentation of a Doctor's certificate be considered on sick leave for the duration of the injury or illness (subject to Article 113.01) and the remaining days of their vacation shall be taken at the mutual convenience of the Employer and the Employee.
- 113.05 Employees are expected to schedule their medical/dental appointment for their days off. If it is not possible to schedule an appointment for their day off, time off with pay will not be unreasonably denied, to attend the appointment. An Employee who is not able to schedule appointments for their day off will schedule them as early or as late in the day as possible to minimize the impact at the workplace.

114 – LEAVE OF ABSENCE

- 114.01 Employees delegated to perform Union activities or appointed to act on various labour commissions or boards shall be granted leave of absence without pay and without loss of seniority. Employees hired as full-time representatives of the Union or elected to municipal, provincial or federal governments shall be granted leave of absence without loss of seniority.
- 114.02 Any Employee may apply for and where possible, receive up to six (6) months leave of absence without pay for reasons other than sick leave and/or Union activities. Seniority shall accumulate. Permission for such leave must be obtained from the Employer in writing.

- 114.03 Employees selected to act on behalf of the Union shall not have their wages reduced by reason of time spent during the period of negotiations and/or processing of grievances.
- 114.04 In any case of death in the family, an Employee shall be granted leave of absence of four (4) days with pay. In cases where travel time is necessary for out-of-town funerals, additional time shall be allowed in accordance with the distance to be traveled for up to two (2) weeks without pay. Such leave of absence shall not be charged against sick leave, holiday entitlement or other accrued time off.
- 114.05 Employees shall be granted four (4) days per year special leave, which may be used to take care of personal needs as defined by the Employee.
- 114.06 Maternity Leave
- (a) Employees shall request a leave of absence without pay because of pregnancy **for a continuous period of not more than eighteen (18) weeks which includes a one (1) week waiting period. Employees shall be allowed to use a maximum of five (5) working days of their accumulated sick leave to cover the waiting period for maternity benefits received from Employment Insurance.** Such request will be granted, provided that whenever possible the Employee submits to her Employer a request, in writing, for such leave at least two (2) weeks prior to the date she intends to commence such leave, together with a certificate from a qualified medical practitioner, certifying that she is pregnant and indicating the estimated date of confinement. Such leave may, at her discretion, commence twelve (12) weeks or more (depending on medical requirements) prior to confinement and the period, if any, between the date of confinement mentioned in the certificate and the actual date. **It is understood and agreed that maternity leave may be taken concurrently with parental leave as outlined in Article 114.07 to a maximum of seventy-eight (78) weeks of eligible leave.**
 - (b) Employees will continue to accrue seniority while on maternity leave.
 - (c) Employees will have the option of maintaining their coverage under the Employer benefit plan by pre-paying the cost of those benefits prior to commencing such leave.
 - (d) Where a pregnant Employee, who has qualified for group benefits, is disabled and cannot perform her regular duties, she may apply for sick benefits/group insurance benefits as per the Collective Agreement.
 - (e) The Employee, when returning to work at the end of her leave (maternity or parental leave) shall give the Employer two (2) week's notice of date of return and submit a certificate from her doctor, indicating that her resumption in employment will not, in the medical opinion, endanger her health.
 - (f) Employees, who commence maternity leave, will have benefits reinstated upon return to work.
 - (g) The Employee shall be returned to her former position at the completion of her leave of absence.

114.07 Parental Leave

- (a) **An Employee who applies for parental leave following maternity leave shall be granted leave of absence for a continuous period of not more than sixty (60) weeks, or not more than sixty-three (63) weeks if the employee is applying for parental leave only, which includes one (1) week waiting period. Employees shall be allowed to use a maximum of five (5) working days of their accumulated sick leave to cover the waiting period for parental leave benefits received from Employment Insurance. This leave can commence no earlier than the date of birth of the child (or children) and is to be completed within the seventy-eight (78) weeks following the actual date of birth of the child.**
- (b) The Employee shall continue to accrue seniority while on such leave.
- (c) Employees will have the option of maintaining their coverage under the Employer benefit plan by pre-paying the cost of those benefits prior to commencing such leave.
- (d) Employees who choose not to maintain their benefit coverage under the Employer benefit plan will have their benefits reinstated upon return to work.
- (e) The Employee, when returning to work, shall give the Employer two (2) weeks' notice of return to work.
- (f) The Employee shall be returned to their former position at the completion of their leave of absence.

114.08 Adoption Leave

- (a) **An Employee who applies for adoption leave shall be granted leave of absence for a continuous period of not more than sixty-three (63) weeks, which includes a one (1) week waiting period, commencing the day the child comes into the Employee's care or becomes available for adoption. Employees shall be allowed to use a maximum of five (5) working days of their accumulated sick leave to cover the waiting period for adoption leave benefits received from Employment Insurance. It is understood and agreed that adoption leave cannot be combined with parental leave**
- (b) The Employee shall continue to accrue seniority while on such leave.
- (c) Employees will have the option of maintaining their coverage under the Employer benefit plan by pre-paying the cost of those benefits prior to commencing such leave.
- (d) Employees who choose not to maintain their benefit coverage under the Employer benefit plan will have their benefits reinstated upon return to work.
- (e) The Employee, when returning to work, shall give the Employer two (2) weeks' notice of return to work.

- (f) The Employee shall be returned to their former position at the completion of their leave of absence.

114.09 Family Caregiver Benefit for Adults Leave

- (a) An Employee who has been approved for the family caregiver benefit for adults under Employment Insurance must notify the Employer in writing of their intent to commence such leave and provide documentation confirming such approval. Upon receipt of this information, the Employee shall be granted leave without pay for not more than sixteen (16) weeks, which includes a one (1) week waiting period, within a fifty-two (52) week period. Leave must be taken on one (1) week blocks of time.
- (b) The Employee shall continue to accrue seniority while on such leave.
- (c) Employees will have the option of maintaining their coverage under the Employer benefit plan by pre-paying the cost of those benefits prior to commencing such leave.
- (d) Employees who choose not to maintain their benefit coverage under the Employer benefit plan will have their benefits reinstated upon return to work.
- (e) The Employee, when returning to work, shall give the Employer two (2) weeks' notice of return to work.
- (f) The Employee shall be returned to their former position at the completion of their leave of absence.

114.10 Family Caregiver Benefit for Children Leave

- (a) An Employee who has been approved for the family caregiver benefit for children leave under Employment Insurance must notify the Employer in writing of their intent to commence such leave and provide documentation confirming such approval. Upon receipt of this information, the Employee shall be granted leave without pay for not more than thirty-seven (37) weeks, which includes a one (1) week waiting period, with a fifty-two (52) week period. Leave must be taken on one (1) week blocks of time.
- (b) The Employee shall continue to accrue seniority while on such leave.
- (c) Employees will have the option of maintaining their coverage under the Employer benefit plan by pre-paying the cost of those benefits prior to commencing such leave.
- (d) Employees who choose not to maintain their benefit coverage under the Employer benefit plan will have their benefits reinstated upon return to work.
- (e) The Employee, when returning to work, shall give the Employer two (2) weeks' notice of return to work.

- (f) The Employee shall be returned to their former position at the completion of their leave of absence.

114.11 Compassionate Care Leave

- (a) An Employee who has been approved for the compassionate care leave benefit under Employment Insurance must notify the Employer in writing of the intent to commence such leave and provide documentation confirming such approval. Upon receipt of this information, the Employee shall be granted leave without pay for not more than twenty-eight (28) weeks, which includes a one (1) weeks waiting period, within a fifty-two (52) week period. Leave must be taken in one (1) week blocks of time.
- (b) The Employee shall continue to accrue seniority while on such leave.
- (c) Employees will have the option of maintaining their coverage under the Employer benefit plan by pre-paying the cost of those benefits prior to commencing such leave.
- (d) Employees who choose not to maintain their benefit coverage under the Employer benefit plan will have their benefits reinstated upon return to work.
- (e) The Employee, when returning to work, shall give the Employer two (2) weeks' notice of return to work.
- (f) The Employee shall be returned to their former position at the completion of their leave of absence.

114.12 Domestic Violence Leave

- (a) An Employee who is a victim of domestic violence as defined by Alberta Employment Standards shall be allowed to take up to ten (10) days of paid leave, either intermittently or in a continuous period, one time only basis
- (b) If additional leave is required the Employee may take up to ten (10) days unpaid leave in a calendar year.
- (c) Domestic violence leave must be for specified purposes relating to the domestic violence. For example but not limited to, the leave is required to seek medical attention or to seek legal or law enforcement assistance or a place to live.
- (d) The Employer and others must maintain confidentiality in respect of all matters relating to an Employee's leave.
- (e) The Employee shall continue to accrue seniority while on such leave.
- (f) Employees will have the option of maintaining their coverage under the Employer benefit plan by pre-paying the cost of those benefits prior to commencing such leave.

- (g) Employees who choose not to maintain their benefit coverage under the Employer benefit plan will have their benefits reinstated upon return to work.
- (h) The Employee shall be returned to their former position at the completion of their leave of absence.

114.13 Should the Federal or Provincial governments add or enhance any new work-related leaves of absence provisions, they shall be subject to the same qualifications described under Article 114.07 (b), (c), (d), (e) and (f).

114.14 Should the Federal or Provincial governments remove any work-related leave of absence provisions, such Leaves shall remain a part of the Collective Bargaining Agreement.

115 – SENIORITY

- 115.01 Seniority shall mean the length of continuous service with the Employer and shall be cumulative on an office-wide basis.
- 115.02 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 after being notified by registered mail unless this absence is due to illness, vacation or accident. The Employer may require substantiating proof of illness or accident.
- 115.03 Employees retained on staff following the probationary period shall have seniority credited to date of hiring.
- 115.04 An Employee laid off and placed on the Recall List shall retain but not accumulate seniority during the period of lay-off.
- 115.05 All rights due to seniority under this Agreement shall be unaffected by such a lay-off period. Wages of recalled Employees shall be based on seniority at the time of lay-off.
- 115.06 A Seniority List shall be made available by the Employer at such time as may be required for the administration of this Agreement.
- 115.07 Employees shall retain job seniority over transferees from other areas and offices.

116 – VACATIONS

- 116.01 Senior Employees shall be given preference in the selection of vacation periods.
- 116.02 Employees with one (1) year of continuous service and less than three (3) years of continuous service shall be entitled to fifteen (15) working days annual vacation with pay.
- 116.03 Employees with three (3) or more years of continuous service and less than five (5) years of continuous service shall be entitled to twenty (20) working days annual vacation with pay.

- 116.04 Employees with five (5) or more years of continuous service and less than twenty (20) years of continuous service shall be entitled to twenty-five (25) working days annual vacation with pay.
- 116.05 Employees with twenty (20) or more years of continuous service shall be entitled to thirty (30) working days annual vacation with pay.

117 – PAID HOLIDAYS

- 117.01 The Employer agrees to provide regular full and part-time Employees with the following holidays without loss of pay:

Birthday	Victoria Day	4 hours Christmas Eve
New Years Day	Canada Day	Christmas Day
Family Day	First Monday – August Holiday	Boxing Day
Good Friday	Labour Day	4 hours New Year’s Eve
Easter Monday	Thanksgiving Day	
May Day	Remembrance Day	

After one (1) year continuous service, the Employee shall be entitled to three (3) extra days holiday to be known as ‘floater holidays’. Such floater holidays shall be taken at a time mutually agreed upon by the Employer and the Employee.

- 117.02 All general holidays proclaimed by Civic, Provincial and Federal Governments shall also be recognized as legal holidays.
- 117.03 No reduction in wages or the salaries of any Employee with more than thirty (30) calendar days’ service in the current year shall be made on account of defined legal holidays occurring during their regular work period.
- 117.04 When a paid holiday occurs on the day off of an Employee having thirty (30) or more days of unbroken service and such a holiday is not worked by the Employee, the Employee shall receive one (1) day’s pay or be entitled to take a regular working day off in lieu of such a holiday. Such a day to be mutually agreed upon between the Employee and the Employer and shall be taken not later than the end of the subsequent year’s vacation.
- 117.05 Employees working on a paid holiday which is their regular day to work, with over thirty (30) days unbroken service, shall receive one (1) day’s pay for the holiday, plus double time for hours worked. Employees with less than thirty (30) days service shall receive double time for hours worked only.
- 117.06 In the event any of the paid holidays enumerated in the defined holidays occur during the period of an Employee’s annual vacation, an additional day of vacation with pay, shall be allowed for each holiday so occurring.

118 – WORKING HOURS

- 118.01 A regular working day shall consist of not more than seven (7) hours between the hours of 8:00 a.m. and 5:00 p.m. five (5) days per week, Monday through Friday inclusive. A regular set lunch period of not less than one-half (1/2) hour shall be mutually arranged between the Employer and the Employee.
- 118.02 (a) Hours of work for regular part-time Employees shall be not less than four (4) hours and not greater than seven (7) hours per day, and not less than seventeen and a half (17.5) hours and not greater than thirty-five (35) hours per week, Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. Time and hours of work to be mutually agreed upon by the Employer and the Employee and shall not be changed without mutual consent. Hours of work to be reassessed as necessary due to changes in the work load.
- (b) Regular part-time Employees hired after ratification (August 16, 2010) shall have their agreed upon regular hours of work and work schedule. Except in emergency and unforeseen situations, written notice of any on-going change in hours of work or work schedule shall be given to each affected Employee. The Employer will provide as much notice as possible but at least two (2) weeks written notice.
- 118.03 Employees required to go outside the office to do business for the Employer shall do so during working hours.

119 – OVERTIME

- 119.01 All time worked by support staff (Appendix “A”), in excess of the regularly established working days or time worked on an Employee’s recognized days of rest shall be paid at double (x2) time; no overtime shall be worked unless approved by the Employer.
- 119.02 All Employees required to work overtime in excess of two (2) hours shall be allowed a one-half (1/2) hour meal break within the confines of the third (3rd) hour at the regular rate of pay.
- 119.03 Regular part-time Employees required to work additional hours over and above the maximum hours set out in Article 118.02 shall be given a minimum of one (1) day’s notice of the overtime required. The overtime rate of pay and conditions shall apply.
- 119.04 Employees who are called in during regular scheduled days off or vacations or who are called back to work outside the regular working day shall be given a minimum of one (1) day’s notice of the overtime required. The overtime rate of pay and conditions shall apply.
- 119.05 Employees required to work on Sundays or paid holidays shall receive double time (x2) and, in addition, shall receive a lieu day off with pay at the mutual convenience of both parties. Time off may be taken in lieu of overtime at the mutual convenience of both parties.

120 – RELIEF PERIODS

120.01 All Employees shall be permitted two (2) relief periods per day of fifteen (15) minutes each, one (1) in the morning and one (1) in the afternoon.

121 – PROTECTIVE EQUIPMENT

121.01 The Employer shall adhere to all aspects of the Alberta Occupational Health and Safety Act, Regulations and Code.

121.02 The Union has the right to equal participation in all matters pertaining to health and safety. 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.

122 – PAY PROCEDURE FOR RELIEVING

122.01 An Employee promoted from a lower classification to a higher classification, shall be paid the next clear step higher than their present rate in the classification to which they have been promoted provided they can fulfill the qualifications and such appointment shall be subject to job and salary review after thirty (30) days.

122.02 An Employee assigned to a higher job classification or who for vacation, sick leave or for other leave of absence, temporarily replaces another Employee in a higher classification exceeding one (1) working day, shall be paid at the higher rate for that period, provided the Employee has the qualifications necessary and fulfills the duties of the higher job.

123 – WITNESS/JURY DUTY

123.01 The payment of full salary without regard to fee as a juror or witness shall be paid to regular full or part-time Employees who are absent for jury or witness duty under subpoena. It is agreed the Employee shall return to the Employer any monies received from the Court for such duty.

124 – UNION REPRESENTATION

124.01 The Employer shall recognize the representatives selected by the Union for purposes of Collective Bargaining, agreement administration and general union business, as the sole and exclusive representatives of all Employees within the bargaining unit as defined in Article 101.01 of this Agreement.

124.02 The representatives 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 shall obtain authorization from the Employer as to appropriate time for such contact before meeting the Employees.

- 124.03 The Employer shall recognize the Office Stewards elected or appointed by the Union and shall not discharge, discipline, or otherwise discriminate against such Office Stewards for carrying out the duties proper to that position. The Union shall inform the Employer of the names of the Office Stewards.
- 124.04 The Office Stewards may, within reason, investigate grievances or confer with the representatives of the Union during working hours without loss of pay. If possible, the Stewards shall obtain permission from their Employer before leaving their immediate area for such purpose and such permission shall not be unreasonably denied.
- 124.05 The Employer shall not discharge, discipline, or otherwise discriminate against any member of the Union for participation in or for legitimate action on behalf of the Union or for the exercise of rights provided by this Agreement.

125 – SAFETY

- 125.01 An Employee shall not be required to work under conditions identified as being in violation of the Workers' Compensation Act or the Occupational Health and Safety Act, and any amendments thereto, and any enactments subsequently legislated in Alberta.

126 – AUTOMATION AND JOB SECURITY

- 126.01 In the event of proposed technological changes such as the introduction of office machinery, the Employer agrees to discuss with the Union Representatives such changes and further agrees to offer employment to the Employees before hiring from outside. The Employer further agrees to institute a training program for those Employees who wish to accept employment.
- 126.02 Establish an Education Accessibility Fund for Union and/or job related education for staff, and that \$3,000.00 be allotted to the Calgary and District Labour Council Education Accessibility Fund per year. Any unused portion of this fund will be carried forward to the next fiscal year to a maximum of \$2,000.00. The maximum funds available in any one year including any portion carried forward shall be \$5,000.00. All course selections shall be by mutual agreement between the Employee and the Employer and no reasonable request shall be denied. Where education has been agreed to the Employer shall provide the necessary time off with pay. Tuition and any other fees and/or expenses shall be covered by the fund.

127 – GENERAL BENEFITS

- 127.01 Employees shall not be asked to make any written statements or verbal contracts which may conflict with this Agreement.
- 127.02 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 Office and Professional Employees Union with the designation of Local 397 and shall remain the sole property of the Union.

- 127.03 It shall not be a violation of this Agreement or cause for discharge of any Employee in the performance of their duties to refuse to cross a picket line established or recognized by the Union.
- 127.04 All Employees shall be covered by Workers' Compensation.
- 127.05 COPE Local 397 undertakes to arrange for the typing of sufficient copies of the Agreement.
- 127.06 Leave of absence with pay may be granted to allow permanent Employees to write examinations at the discretion of the Employer.
- 127.07 The Employer shall provide serviced paid on-site parking for all Employees.
- 127.08 (a) It shall be the responsibility of the Employee to provide their own adequate business insurance and it shall be the responsibility of the Employer to provide themselves with a non-owned Auto Policy to protect the Employer.
- (b) Employees authorized by the Employer to use their own personal transportation on the Employer's business shall receive compensation based on the current Canada Revenue Agency rate per kilometre, if not being provided a monthly car allowance.
- 127.09 No work shall be performed or contracted that will affect the hours of work, pay or benefits of any Employee. Management officials may only perform bargaining unit tasks for the purpose of instruction or in cases of emergency.
- 127.10 Where available a Life Insurance Plan will be provided.

128 – MEDICAL PLAN, HOSPITALIZATION, PENSION, DENTAL

- 128.01 Where there is a health and welfare plan in effect, wherever possible, the Employer shall cover the Employees, otherwise, the Employer agrees to pay the Employee the monthly premiums of Alberta Health Care Insurance Plan, Alberta Blue Cross including dental coverage, or its equivalent or successor. The cost shall be based on the dependent monthly rate, where applicable. The Employer is to provide vision care up to \$300 per year per person.
- 128.02 When the Employer has a compulsory pension plan in effect, the Employer shall pay the total cost of the premiums for all Employees. In cases where a contributory pension plan is in effect, Employees may join under the conditions of the plan.
- 128.03 An Employer not already providing a pension plan for the Employee shall pay: Seventeen percent (17%) for Employees of gross wages, into a Registered Retirement Savings Plan established mutually between the Employer and the Employee.

129 – TEMPORARY EMPLOYEES

- 129.01 The Employer may need to hire a temporary Employee for a short-term project.**
- (a) **All temporary Employees shall be members of the Union.**

- (b) The Employer will consult with the Union and set the wage for temporary Employee with Union prior to hiring.
- (c) Temporary positions may be terminated at any time. Termination shall not be subject to Articles 107, 108 or 110 of the Agreement.
- (d) Temporary Employees shall be exempted from the following Articles of the Collective Agreement: 110, 112, 113, 114, 115, 116, 122, 126, 127.06, 127.10 and 128.
- (e) Temporary positions may not do any work of full-time or permanent staff.
- (f) Notwithstanding Article 118, the temporary Employee, with the Union, may negotiate a flexible working arrangement should the temporary Employee desire one.
- (g) Temporary Employees will receive pay in lieu of benefits which shall include vacation pay.
- (h) The work of temporary Employees shall be at the direction of the Employer.
- (i) Temporary Employees will not be subject to any increases negotiated in the Collective Agreement.

APPENDIX 'A'

OFFICE ADMINISTRATOR

Administer all facets of the office requirements.

Keep and post financial records including bank deposits, accounts payable, accounts receivable, payroll requirements, prepare monthly financial statement for Executive/Membership meetings.

Work under supervision but capable of using independent judgement.

Provide support to the Employer as required.

SALARY SCHEDULE:

OFFICE ADMINISTRATOR

	January 1, 2018	January 1, 2019	January 1, 2020
1 st 6 months	\$ 33.89	\$ 34.56	\$ 35.42
2 nd 6 months	\$ 35.30	\$ 36.00	\$ 36.90
Thereafter	\$ 36.89	\$ 37.62	\$ 38.56

APPENDIX 'A'

CLERK – CASUAL

An Employee who does the following under supervision: routine filing, sorting and distributing mail, stuffing and stamping envelopes, collating agreements. May include some typing.

SALARY SCHEDULE:

CLERK – CASUAL

January 1, 2018	\$ 23.28
January 1, 2019	\$ 23.74
January 1, 2020	\$ 24.33

APPENDIX 'A'

STUDENT RESEARCHER

The Student Researcher shall be paid \$2.50 (two dollars and fifty cents) per hour in lieu of all benefits, which shall include vacation pay.

The Student Researcher is a temporary position and may be terminated at any time. Termination shall not be subject to Article 107, 108 or 110 of the Collective Bargaining Agreement.

The Student Researcher position shall be exempted from the following Articles of the Collective Bargaining Agreement: 110, 112, 113, 114, 115, 116, 122, 126, 127.06, 127.10 and 128.

The Student Researcher shall answer the phone and pick up the mail when the office administrator is not working. The Student Researcher shall not perform any other office administrator duties.

The topic of research and duties of the Student Researcher shall be assigned by the President of the Calgary and District Labour Council.

Notwithstanding Article 118, the Student Researcher with the Union may negotiate a flexible working arrangement should the Student Researcher desire one.


The Student Researcher shall obtain no authorship and any content produced cannot be reproduced without the written permission of the CDLC. All contents prepared for the CDLC both physical and intellectual become the property of the CDLC.

SALARY SCHEDULE:

STUDENT RESEARCHER

January 1, 2018	\$ 25.00
-----------------	----------

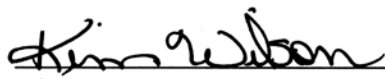
For: **THE CALGARY & DISTRICT LABOUR COUNCIL**



Alexander Shevalier
President

Date: October 3, 2018

For: **THE CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION (COPE),
LOCAL 397**



Kim Wilson
President




Jackie Lazar
Treasurer



Lucille Fedkiw
Bargaining Committee Member



Kathy Sherk
Bargaining Committee Member



Rhonda Derby
Union Representative

Date: October 12, 2018

LETTER OF UNDERSTANDING

Between

CALGARY AND DISTRICT LABOUR COUNCIL (CDLC)

and

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION (COPE) LOCAL 397

It is hereby understood and agreed that Kathy Sherk's hours of work are presently eight (8) hours per day, Monday through Wednesday. It is further understood and agreed that Ms. Sherk's hours of work will not be changed without mutual agreement. All other articles of the Collective Agreement shall apply.

This Letter is non-precedent setting and is without prejudice.

Alexander Shevalier
On Behalf of the CDLC

October 11, 2010

Colleen Malley
On Behalf of COPE Local 397

October 15, 2010

INDEX

A

Adoption Leave.....	10
Appendix 'A' – Clerk – Casual	21
Appendix 'A' – Office Administrator	20
Appendix 'A' – Student Researcher.....	22
Arbitration Board.....	5
Automation and Job Security	17

B

Bargaining Authority.....	1
---------------------------	---

C

Classification and Pay Plans.....	4
Compassionate Care Leave	12

D

Disciplinary Action.....	5
Discrimination	2
Domestic Violence Leave.....	12

F

Family Caregiver Benefit for Adults Leave.....	11
Family Caregiver Benefit for Children Leave.....	11

G

General.....	1
General Benefits.....	17
Grievance Proceedings	4

I

Index.....	25
------------	----

L

Leave of Absence.....	8
Letter of Understanding Re: Kathy Sherk	24

M

Maternity Leave.....	9
Medical Plan, Hospitalization, Pension, Dental.....	18
Movement of Personnel, Vacancies	7

O

Overtime.....	15
---------------	----

P

Paid Holidays	14
Parental Leave.....	10
Pay Days	3
Pay Procedure for Relieving	16
Protective Equipment	16

R

Regular, Temporary and Casual Employees6
Relief Periods16

S

Safety17
Seniority13
Sickness and Accident Benefits8

T

Temporary Employees18
Term of Agreement1

U

Union Representation16
Union Security3

V

Vacations13

W

Witness/Jury Duty16
Working Hours15
Wrongful Dismissal6