

COLLECTIVE BARGAINING AGREEMENT COPE Local 397 and the WRC

January 1 – December 31, 2019

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

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

~ AND ~

**WORKERS’ RESOURCE CENTRE (WRC),
HEREINAFTER REFERRED TO AS THE “EMPLOYER”**

PREAMBLE

Whereas it is the desire of both parties to this Agreement to maintain harmonious relations, efficient service and settled 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 the Executive Director Position

ARTICLE 2 – RIGHTS OF THE EMPLOYER

2.01 The Employer has the right to maintain order and efficiency, and to hire, promote, classify, transfer, layoff, and discharge for just cause.

ARTICLE 3 – NO DISCRIMINATION/HARASSMENT

3.01 The Employer agrees that there shall be no discrimination or harassment against the Executive Director 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.

ARTICLE 4 – HOURS OF WORK

- 4.01 Regular 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.
- 4.02 There shall be two (2) paid rest periods of fifteen (15) consecutive minutes each and a one (1) hour unpaid meal period daily. The Executive Director may, if they prefer, reduce the length of their meal period or forego it entirely, and can use their two fifteen (15) minute paid breaks for their meal period.
- 4.03 The Executive Director 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 Executive Director shall receive an alternate day(s) off during the following week.

ARTICLE 5 – OVERTIME

- 5.01 All time worked in excess of seven (7) hours in a day, exclusive of flexible hours provided in Article 4.01, or seventy (70) hours bi-weekly shall be considered as overtime and calculated at the rate of time and one-half (1½x). All time worked on a statutory holiday, while on vacation, or while on approved leave as per Article 10 of this Agreement, shall be calculated at double time (2x).
- 5.02 The Executive Director, if called back to work after having completed work for the day, on a regular scheduled day off, on vacation, or while on approved leave as per Article 10 of this Agreement, shall receive a minimum of three (3) hours at overtime rates provided the Executive Director reports for such work.
- 5.03 For the purpose of this Article, time spent traveling out-of-town on Employer business shall be considered as time worked and calculated at applicable rates.
- 5.04 Overtime shall be banked and taken as time in lieu. The Executive Director may bank up the lieu time equivalent to thirty-five (35) hours, and in the event that leave is taken in periods equal to or less than thirty-five (35) hours, lieu time may re-accumulate up to the thirty-five (35) hour limit.
- 5.05 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 thirty-five (35) hour maximum (Article 5.04).

ARTICLE 6 – TRAVEL/ACCOMMODATION/MEAL ALLOWANCES/PARKING

- 6.01 When the Executive Director is required to travel, carrying out their duties on behalf of the Employer and is away from the regular place of domicile, the Executive Director shall be entitled to receive:

- a) for each day on which accommodation is required, the accommodation expense shall be reimbursed upon production of receipts. Prior approval of expense is required by the Employer.
 - b) the following meal allowances:
 - i) a breakfast allowance of fifteen dollars (\$15.00)
 - ii) a lunch allowance of twenty-five dollars (\$25.00)
 - iii) a supper allowance of thirty-five dollars (\$35.00)
 - c) When the Executive Director is required to travel out of province or has an overnight stay (anywhere outside of Calgary) they shall receive an additional \$20.00 per day or partial day for incidentals.
- 6.02 When the Executive Director is required to work away from their normal place of employment, work past 5:15 p.m., or on a Saturday or Sunday, or is required to use their own vehicle on behalf of the Employer, the Executive Director shall be entitled to compensation for parking upon production of receipts. In addition, mileage will be paid at the rate of **fifty-four cents (\$0.54)** per kilometer.
- 6.03 Where the Executive Director is required to meet with clients, community partners, volunteers, or other persons for legitimate business purposes related to the activities of the Employer, expenses shall be reimbursed upon production of receipts.
- 6.04 Expense claims shall be submitted monthly.

ARTICLE 7 – HOLIDAYS

- 7.01 The Employer will provide the Executive Director with the following holidays without loss of pay:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Eve Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday (August)	Christmas Week (December 27 – 31)

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

The Executive Director may substitute any holiday listed in Article 7.01 above for alternate floater days.

The Executive Director shall be entitled to three (3) extra floater days per calendar year. These three (3) days must be used by December 31 of every year, with no accrual.

- 7.02 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.
- 7.03 In the event of any of the holidays enumerated in Article 7.01 occurring during the period of the Director's vacation, an additional day's vacation with pay shall be allowed for each holiday so occurring.

ARTICLE 8 – VACATIONS

- 8.01 The Executive Director shall be entitled to paid vacation days in accordance with length of service to become due on the anniversary date, as follows:
- 20 days in the first (1st) year of service
 - 25 days in the second (2nd) and third (3rd) years of service
 - 30 days in the fourth (4th) year and subsequent years through to the twenty-fourth (24th) year of service
 - 35 days in the twenty-fifth (25th) year and subsequent years of service
- 8.02 a) The Executive Director shall accrue paid vacation days while absent due to non-occupational accident, sickness, maternity/adoption/parental leave, compassionate care leave, Family Caregiver Benefit for Children leave or other unpaid leave which extends beyond thirty-one (31) consecutive days. The exception to this accrual will be Education Leave.
- b) If the Executive Director is called to jury duty, they shall accrue vacation normally.
- 8.03 An Executive Director serving in the position on an interim basis to cover for an Executive Director who is on leave, as per Article 10 of the Agreement, shall have all prior service performed with the Employer counted for the purpose of calculating paid vacation entitlement.
- 8.04 The Executive Director 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.

ARTICLE 9 – HEALTH CARE AND COMPENSATION

- 9.01 The Employer agrees to pay the Executive Director's monthly premiums for Alberta Health Care Insurance.
- 9.02 The Executive Director shall be covered by Workers' Compensation.

- a) If an injury is sustained in the course of the Executive Director's duties and they are eligible for Workers' Compensation, the Executive Director 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.
- 9.03 The Employer shall pay one hundred per cent (100%) of the premiums for the Executive Director provided through the benefit plan. The benefit plan will include weekly indemnity (short-term) and long-term disability. Any changes to the benefits shall be made only after consultation and agreement with the Union.
- 9.04 The Executive Director has the option of maintaining their benefits at their own expense, with the carrier's approval, while on approved extended maternity/parental leave. Benefits costs must be paid in advance each month.
- 9.05 The Employer will make available a maximum of seven hundred and **fifty dollars (\$750)** shared annually to the Executive Director and their dependents covered under the Employer's Benefit Plan, a Health and Wellness Benefit utilizing the guidelines, services and supplies accepted by the Canada Revenue Agency and Alberta Blue Cross.

ARTICLE 10 – LEAVES OF ABSENCE

10.01 Sick Leave

- a) The Executive Director 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 and twenty (120) actual working days. If requested by the Employer, a Doctor's Certificate must be supplied by the Executive Director in respect to an illness extending beyond three (3) working days.
- b)
 - i) In case of illness affecting a family member, where the Executive Director has responsibility of care, the Executive Director shall be entitled to five (5) accumulated sick leave days per illness. 'Family member' is subject to the definition provided in Appendix B.
 - ii) In case of family illness, the Employee may also utilize the sick leave to use accumulated sick leave credits.
 - iii) The Executive Director may also utilize the sick leave credits they have accumulated under Article 10.01 (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 Appendix B. If requested by the Employer, a Doctor's Certificate must be supplied by the Executive Director in respect to an illness of a family member extending beyond three (3) working days.

- c) The Executive Director can use additional accumulated sick leave to care for a family member who requires longer-term care, if such additional leave does not cause undue hardship to the Employer. For absences longer than two (2) days, the Employer may request a medical certificate.
- d) The Executive Director 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.
- e) The Executive Director 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 Executive Director is eligible for weekly indemnity and/or long-term disability under the benefit plan.
- f) If the Executive Director is compelled to arrange medical or dental appointments during working hours, they shall be allowed reasonable time off without loss of pay to meet such appointments for themselves.
- g) Family Caregiver Benefit for Children
 - i) In keeping with the federal legislation, the Executive Director shall be entitled to up to thirty-five (35) weeks leave of absences with health benefits to provide care and/or support to a gravely ill child. The request that the Executive Director provide an official medical certificate confirming the child's general health status.
 - ii) For each of the weeks of the waiting period provided for by the Employment Insurance Plan the Executive Director shall be entitled to an indemnity equal to one hundred percent (100%) of their weekly pay.
 - iii) For each of the weeks during which the Executive Director receives Employment Insurance benefits the Executive Director shall be entitled to a complimentary indemnity equal to the different between one hundred per cent (100%) of their weekly pay and the Employment Insurance benefits they receive. If the Executive Director does not qualify for Employment Insurance Family Caregiver Benefit for Children benefits, they may use paid sick leave credits.
 - iv) For the purpose of this clause, child refers to biological, adopted, step child or foster child under eighteen (18) years of age
 - v) An Executive Director may extend a Family Caregiver Benefit for Children leave by using sick leave credits
 - vi) The Employer will maintain benefits while the Executive Director is on Family Caregiver Benefit for Children leave
 - v) An Executive Director may extend a Family Caregiver Benefit for Children leave by using sick leave credits

- vi) The Employer will maintain benefits while the Executive Director is on Family Caregiver Benefit for Children leave.

10.02 Maternity/Adoption/Parental Leave

- a) The Executive Director shall, upon written request, providing at least two (2) weeks' notice where possible, be entitled to Maternity/Adoption/Parental Leave for a period of up to fifty-two (52) weeks in accordance with Employment Insurance Regulations. This leave may be extended up to an additional fifty-two (52) weeks upon written request by the Executive Director, and shall be granted by the Employer unless the extended leave causes undue hardship to the Employer.
- b) Maternity/Adoption/Parental Leave shall be without pay, but the Employer will continue to pay benefit premiums on behalf of the Executive Director for their leave (seventeen (17) weeks). Parental leave shall be without pay and benefits, except for the portion of leave during which the Executive Director 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. The Executive Director has the option of maintaining their benefits at their own expense with the carrier's approval while on extended maternity/adoption/parental leave. The Executive Director will pay benefit costs in advance each month.
- c) The Executive Director 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) The Executive Director on such leave shall provide the Employer with at least four (4) weeks written notice of readiness to return to work.

10.03 Special Leave

- a) Up to ten (10) days bereavement leave with pay 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, the Executive Director shall be granted leaves of absence without pay and without loss of seniority, to run for office in Federal, Provincial or Municipal elections.
- d) One (1) day off with pay to be present at the birth or adoption proceedings of Executive Director's child or grandchild.
- e) A maximum of one (1) day off with pay per year when moving personal effects to a new residence.
- f) The Executive Director shall be granted one (1) day off with pay for their birthday.

- (g) Should the Federal or Provincial governments add any new work-related leaves of absence provisions they shall be subject to the same qualifications described under Article 10.02 (a) (b) (c).

10.04 Compassionate Leave

- a) In keeping with federal legislation, the Executive Director shall be entitled to up to eight (8) weeks leave of absence with health benefits to provide care or support to a gravely ill family member with a significant risk of death within twenty-six (26) weeks.
- b) For each of the weeks of the waiting period provided for by the Employment Insurance Plan the Executive Director 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 Executive Director received Employment Insurance benefits the Employee shall be entitled to a complimentary indemnity equal to the difference between one hundred percent (100%) of their weekly pay and the Employment Insurance Benefits they receive.
- d) For the purpose of this clause, family members shall include all those identified as family members by Employment Insurance for compassionate care benefits, including same sex partners.
- e) An Employee may extend a compassionate care leave by using accumulated sick leave credits (see Article 10.01 c)).

10.05 Union Leave

- a) When delegated to perform Union activities, attend Union Schools, Education Seminars, etc., the Executive Director shall be granted leaves of absence without pay. Such leave shall not exceed five (5) days per year and seniority will be retained and accumulated. During Union leave the Employer will maintain the Executive Director's wages and benefits and invoice the Union accordingly.
- b) The Executive Director selected to act on behalf of COPE Local 397, 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 any body with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence without pay and without loss of seniority by the Employer, for a period of two (2) years subject to renewal on application to the Employer for successive periods of two (2) years each.
- d) Upon written request to the Employer, and provided permission is granted, members representing COPE Local 397 on Provincial Boards, Federations, Labour Councils, or serving on Committees for the CLC or other labour organizations, shall receive time off with pay and without loss of seniority and benefits. The Employer will maintain the Employee's wages and benefits and invoice the Union accordingly.

10.06 Educational Leave

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

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

- a) The Employer shall grant leave of absence without loss of seniority or benefits to the Executive Director if the Executive Director must serve as a juror, witness, plaintiff or defendant. The Employer shall pay the Executive Director for 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 Executive Director will present proof of service and the amount of pay received. Time spent by the Executive Director 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 the Executive Director is attending court on behalf of the Employer, all expenses will be paid as per Article 6.

10.08 Accrual of Seniority While on Leave

- a) Seniority shall mean length of continuous service within the bargaining unit. Seniority shall continue to accrue while the Executive Director is on maternity leave, adoption leave, parental leave, compassionate care leave, Family Caregiver Benefit for Children leave, union leave, short-term disability or long-term disability leave.

ARTICLE 11 – LAYOFF AND RECALL

- 11.01 a) The Executive Director will not be laid off or have hours reduced while any Term Employees are retained.
- b) An Executive Director 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.

11.02 Upon layoff, the Executive Director will be provided severance as follows:

- a) Six (6) months to one (1) year of service – four (4) weeks
- b) An additional one (1) week for each year of service thereafter to a maximum of ten (10) weeks.
- c) If the Executive Director is granted a Leave of Absence under Article 10, the period of leave shall be counted as “service” for the purpose of calculating severance entitlement under Article 11.02.

- d) An Executive Director serving in the position on an interim basis to cover for an Executive Director who is on leave as per Article 10 of this agreement shall have all prior service with the Employer counted for the purpose of calculating severance entitlement.

11.03 The Executive Director will be given at least two (2) weeks written notice of layoff or two (2) weeks wages in lieu of notice.

ARTICLE 12 – DISCHARGE AND TERMINATION

- 12.01
 - a) It is hereby agreed that the Employer has the right to discharge for just cause.
 - b) The Employer shall notify the Executive Director in advance of any interview of a disciplinary nature. The Executive Director will be advised of their right to have reasonable prior access to their personnel file, and to have union representation.
 - c) In all instances of discipline, termination or discharge, a written reason will be supplied to the Executive Director.
- 12.02 The Employer will practice the principle of progressive discipline and verbal coaching will be provided to the Executive Director prior to a written warning.
- 12.03 Unless warranted by just cause, the Executive Director will not be dismissed by the Employer on the basis of one (1) written warning.

ARTICLE 13 – RRSP

- 13.01 In addition to Employer contributions to the Canada Pension Plan, effective August 2004, the Employer shall pay bi-weekly an amount equal to seven percent (7%) of the Executive Director's bi-weekly earnings toward a Registered Retirement Savings Plan of the Director's choice.

ARTICLE 14 – WAGES

- 14.01 The Executive Director 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.
- 14.02 The Executive Director shall be paid bi-weekly. If a payday falls on a holiday or non-working day, payday shall be advanced to the day before the holiday or the last banking day.
- 14.03 Retroactive pay increases shall extend to an Executive Director who is no longer a member of the bargaining unit or otherwise employed by the Employer, but shall apply only to that period when the Executive Director was in the employ of the Employer.

ARTICLE 15 – WORKING CONDITIONS, PROBATIONARY PERIOD

- 15.01 On the date employment commences, the Employer or their Representative shall make known:
- a) the policies and procedures of the organization
 - b) the Executive Director's category and a clear job description in the bargaining unit
 - c) the specific duties the Executive Director is expected to perform
 - d) to whom the Executive Director is directly responsible
- 15.02 Any new Executive Director shall serve a ninety (90) day probationary period. The probationary period of a new Executive Director may be extended by the Employer to a maximum length of one hundred and eighty (180) days. The Employer shall give the Executive Director written notice of their decision to extend the probationary period. A person who has been appointed to the position of Executive Director on an interim basis to cover for an Executive Director who has gone on leave of absence, as per Article 10 of this Agreement, shall have all prior interim service (if applicable) in the position count as credit toward fulfillment of the probationary period.
- 15.03 The Executive Director shall not be asked to make any written statement or verbal contract which may conflict with this Agreement.
- 15.04 It shall not be a violation of this Agreement or cause for discipline of the Executive Director in the performance of their duties, to recognize a picket line.
- 15.05 It is the responsibility of the Employer to make available to the Executive Director all equipment and supplies that may be necessary to complete jobs.
- 15.06 The Executive Director 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 Board of Directors must approve the special project.
 - c) The Board of Directors may alter or terminate any special project at any time.
 - d) A special project alteration or termination may not be grieved under Article 16 of the Collective Agreement.
 - e) WRC Employees may spend a maximum of ten per cent (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 16 – GRIEVANCES

- 16.01 Both parties recognize that the Executive Director, 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.
- 16.02 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.
- 16.03 Where a dispute involving a question of general application or interpretation occurs, or when the Executive Director or the Union has a grievance, the Union and its representatives shall have the right to originate a grievance on behalf of the Executive Director, and seek redress with the Employer in the manner provided in the grievance procedure.
- 16.04 Grievances must be filed within twenty-five (25) working days of the occurrence giving rise to the grievance, or the grievor becoming aware of the event giving rise to the grievance, or such longer period of time as may be reasonable in the event of circumstances beyond the control of the grievor.
- 16.05 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.
- 16.06 Replies to grievances stating reasons shall be in writing at all stages.
- 16.07 At each step of the grievance procedure the grievor and the Union representative shall have the right to be present without loss of pay. An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Step 1

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

Step 2

If the grievance is not resolved at Step 1, within ten (10) working days the grievance may be submitted in writing to the 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 hearing.

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 Board of Directors. The grievor and the Union will be scheduled to present the grievance to the next scheduled meeting of the Board. A grievance meeting shall be held within ten (10) working days. The Board shall respond to the grievance within five (5) working days of the hearing.

Step 4

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

- 16.08 The costs of the Arbitrator shall be shared equally between the parties.
- 16.09 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.
- 16.10 Except as outlined in Article 16.09, the Arbitrator may not amend, alter, or ignore the Articles of this Collective Agreement.

ARTICLE 17 – STAFF DEVELOPMENT

- 17.01 The Employer shall permit the Executive Director to upgrade knowledge and skills by being allowed reasonable opportunities at their applicable rate of pay during regular working hours. When an Employee takes a course in the evening or weekend they will flex the time to include hours spent in the course.
- 17.02 The Employer agrees to reimburse the Executive Director for fees for authorized work related classes or courses, after successful completion of same, and upon presentation of receipts. The Employer will make available a minimum of seven hundred and fifty dollars (\$750) per year for the Executive Director's professional development. Professional development costs in excess of seven hundred and fifty dollars (\$750) per year shall require prior authorization from the Employer.
- 17.03 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 16.
- 17.04 The Employer shall pay any annual professional designation fees that are applicable to the position held by the Executive Director.

ARTICLE 18 – SOCIAL JUSTICE

- 18.01 The Employer agrees that the Executive Director has 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 the Executive Director will not be required to have business arrangements with any company being so boycotted.

ARTICLE 19 – PERSONNEL FILE

- 19.01 The Executive Director's record will be automatically cleared of disciplinary measures after one (1) year unless disciplinary action for a similar offence has been taken during the one (1) year period.
- 19.02 The Executive Director, 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 the Executive Director, provided written authority is obtained from the Executive Director.
- 19.03 No correspondence shall be placed on the Executive Director's file unless the Executive Director has first received a copy.
- 19.04 The Executive Director may request that any other documentation be removed after one (1) year unless of an administrative nature.

ARTICLE 20 – HEALTH AND SAFETY

- 20.01 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.
- 20.02 The Executive Director may, at any time, request a meeting with the Employer to discuss occupational health and safety concerns.
- 20.03 The Employer shall provide the Executive Director with the information of all hazardous materials or substances used in the workplace.

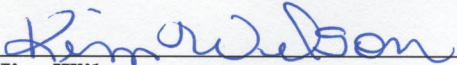
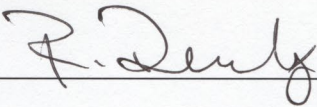
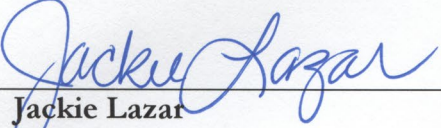

ARTICLE 21 – DURATION, TERMINATION AND AMENDMENTS

- 21.01 The Agreement shall become effective **January 1, 2019** and shall remain in full force and effect until **December 31, 2019** and from year to year thereafter unless either party shall, not less than sixty (60) days or more than one hundred and twenty (120) days prior to the expiry date thereof, notify the other party to this Agreement of a desire to modify or terminate this Agreement.

21.02 It is agreed to review and amend current typos, ambiguities, gender references, misnomers, etc., as appropriate, and renumber and re-letter this Collective Agreement to proper format.

Signed on behalf of:

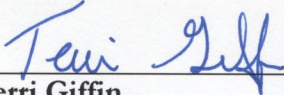
THE CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION (COPE), LOCAL 397

 _____ Kim Wilson President	 _____ Rhonda Derby Union Representative
 _____ Jackie Lazar Treasurer	 _____ Lucille Fedkiw Bargaining Committee Member

Signed on behalf of:

Date: March 7/19

THE WORKERS' RESOURCE CENTRE

 _____ Terri Giffin Chair of the WRC Board of Directors
Date: <u>April 8, 2019</u>

APPENDIX 'A' – WAGE RATE

EFFECTIVE – JANUARY 1, 2019

<u>Job Category</u>	<u>Wage Rate</u>
Executive Director	\$ 44.57 / hour

APPENDIX 'B'

DEFINITIONS

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

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