

COLLECTIVE BARGAINING AGREEMENT

ATU Local 583 ~ and ~ COPE Local 397
January 1, 2020 – December 31, 2023

TABLE OF CONTENTS

Article	Title	Page
ARTICLE 100	– PURPOSE	1
ARTICLE 101	– RECOGNITION	1
ARTICLE 102	– TERM OF AGREEMENT	2
ARTICLE 103	– DISCRIMINATION	2
ARTICLE 104	– PAYDAY	2
ARTICLE 105	– UNION SECURITY (DUES)	2
ARTICLE 106	– CLASSIFICATION AND PAY PLAN	3
ARTICLE 107	– GRIEVANCE	4
ARTICLE 108	– BOARD OF ARBITRATION	4
ARTICLE 109	– DISMISSAL	5
ARTICLE 110	– WRONGFUL DISMISSAL	5
ARTICLE 111	– REGULAR AND TEMPORARY EMPLOYEE	5
ARTICLE 112	– MOVEMENT OF PERSONNEL	6
ARTICLE 113	– SICKNESS AND ACCIDENT BENEFIT	7
ARTICLE 114	– LEAVE OF ABSENCE	7
ARTICLE 115	– SENIORITY	20
ARTICLE 116	– VACATIONS	21
ARTICLE 117	– STATUTORY HOLIDAYS	21
ARTICLE 118	– OVERTIME	22
ARTICLE 119	– HOURS OF WORK	23
ARTICLE 120	– COFFEE BREAK	23
ARTICLE 121	– PROCEDURE FOR RELIEVING	24
ARTICLE 122	– WITNESS/JURY DUTY	24
ARTICLE 123	– UNION REPRESENTATION	24
ARTICLE 124	– SAFETY	25
ARTICLE 125	– AUTOMATION AND JOB SECURITY	25
ARTICLE 126	– GENERAL	25
APPENDIX 'A'		28
SALARY SCHEDULE	–ADMINISTRATIVE ASSISTANT A \F C \L	29
SALARY SCHEDULE	– ADMINISTRATIVE ASSISTANT II	30
SALARY SCHEDULE	– ADMINISTRATIVE ASSISTANT I	31
SALARY SCHEDULE	– CASUAL/TEMPORARY	31
COLA		31
LETTER OF UNDERSTANDING RE: REDUCED HOURS FOR ALTERNATED 4 DAY WORK-WEEK		33
LETTER OF UNDERSTANDING RE: ARTICLE 126.12		33
LETTER OF UNDERSTANDING RE: HEALTH SPENDING		35
INDEX		36

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

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

~ AND ~

**THE AMALGAMATED TRANSIT UNION (ATU), LOCAL 583
HEREINAFTER REFERRED TO AS THE “EMPLOYER”**

ARTICLE 100 – PURPOSE

- 100.1 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:
- 100.2 The Union recognizes that it is the function of the Employer to exercise the regular and customary functions of the management and to direct the working force of the Amalgamated Transit Union subject, however, to the terms of the agreement. For the purpose of this Article, Management shall be the full-time officers of the Amalgamated Transit Union.
- 100.3 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.

ARTICLE 101 – RECOGNITION

- 101.1 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 Unit and within the classification of office and clerical workers listed in Appendices ‘A’ and ‘B’ or within the new classifications as may from time-to-time be agreed to and established by the parties. It is expressly agreed that this Agreement shall not apply to any elected or appointed Officer, Business Agent or Representative of the Employer.

ARTICLE 102 – TERM OF AGREEMENT

- 102.1 This Agreement shall be in full force and effect as of the first day of January **2020** and continue in effect through the thirty-first day of December **2023** and from year-to-year thereafter, except as hereinafter provided.
- 102.2 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.
- 102.3 If notice to negotiate is given by either party before or after notice to terminate has been given by either party, this Agreement shall continue in full force and effect until the commencement of a lawful strike or lockout. Should a strike or lockout commence and then cease, the provisions of this Agreement shall again continue in full force and effect until a new Collective Agreement has been concluded, signed and implemented. The parties to this Agreement shall make every effort to complete the procedures in the Alberta Labour Relations Code and conclude an Agreement prior to the expiry date.
- 102.4 Any conclusions reached in the aforementioned negotiations shall be made retroactive to the said anniversary date or the said termination date.

ARTICLE 103 – DISCRIMINATION

- 103.1 The Employer agrees that there shall be no discrimination or harassment 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 104 – PAYDAY

- 104.1 Employees shall be paid biweekly or as mutually agreed between the Employer and the Employee. If a payday falls on a Statutory Holiday or on a non-working day, payday shall be advanced to the day before the holiday or the last banking day.

ARTICLE 105 – UNION SECURITY (DUES)

- 105.1 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 of employment shall become members of the Union.

- 105.2 The Canadian Office and Professional Employees Union (COPE), Local 397, Calgary Unit, shall endeavour to provide a list of qualified applicants, from which the Employer will engage casual and temporary Employees. In the event that qualified applicants are unavailable, the Employer will consider other options. Such Employees will not work beyond a period of ninety (90) days and will be paid the rates as outlined in this Agreement.
- 105.3 The Employer, upon Employee request, agrees to deduct the amount authorized as Union Dues, Applicant's Service Fees, Initiation and/or Assessments once each month and to transmit monies to the Union by the fifteenth of the following month together with a list of the Employees from whom such deductions were made.
- 105.4 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 said Employee seven (7) days from date of notice.

ARTICLE 106 – CLASSIFICATION AND PAY PLAN

- 106.1 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 is attached and made part of this Agreement.
- 106.2 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 machinery of this Agreement.
- 106.3 It is expressly understood and agreed that the salary scales herein provided for are minimum scales. No Articles in this Agreement shall be, at any time, construed as to reduce the pay or increase the hours of any Employee now on the 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.
- 106.4 If Employees are receiving fringe benefits in excess of the privileges as stated in this 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.
- 106.5 Any Employee hired who reports for work and is not put to work shall be guaranteed a minimum of four (4) hours pay.
- 106.6 The parties agree that the rate of pay specified herein shall be retroactive to the expiry date of the last Agreement.
- 106.7 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 any time spent in travel.

106.8 Where the duties of work in any classification are changed or increased to the extent that it appears that a change in salary level is warranted, or where an Employee considers that they are incorrectly classified, the salary for the changed position shall be subject to discussion between the Union and the Employer. If the parties fail to reach an agreement, the matter may be processed through the grievance procedure. If it is established that a higher salary level is appropriate, the new salary shall be retroactive to the date the position was submitted for review.

ARTICLE 107 – GRIEVANCE

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

107.2 The Union, The Employer or the Employee may investigate a grievance under the terms of this Agreement. If the parties fail to settle same within ten (10) calendar days or an extension of time mutually agreed upon, they may proceed under Article 108, Board of Arbitration.

107.3 Grievances must be filed within thirty (30) days of the alleged violation.

ARTICLE 108 – BOARD OF ARBITRATION

108.1 Within thirty (30) working days, the grievance may be referred by either party to arbitration. Such notice to arbitrate shall be provided in writing.

108.2 The Arbitration Board shall be constituted as follows:

- a) one (1) appointee by the Union;
- b) one (1) appointee by the Employer;
- c) a neutral chair selected by a) and b), or failing agreement by a) and b), as appointed by the Minister of Labour.

108.3 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 107.1) shall present an arbitral issue under this Agreement.

108.4 The findings, recommendations and decision of a majority of the members of an Arbitration Board on all arbitrable issues shall be final and legally binding on both parties.

108.5 Each party to the difference shall bear the expense of its respective nominee to the Arbitration Board and the two parties shall bear equally the expense of the Chairman.

108.6 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 all parties.

ARTICLE 109 – DISMISSAL

- 109.1 It is hereby agreed that the Employer has the right to discharge for just cause. The Employer shall inform the Employee and the Union in writing of the reasons for such discharge at the time of discharge.
- 109.2 Under normal circumstances, an Employee who becomes the subject of criticism shall be verbally warned. Should the criticism continue, the Employee shall be given written warning with a copy to the Union.
- 109.3 The Union recognizes the right of the Employer to warn, suspend, discharge or otherwise discipline an Employee 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.
- 109.4 Except for cause, when a permanent monthly Employee is relieved of their position, they shall be given thirty (30) days' notice.
- 109.5 Any Employee whose employment is terminated by the Employer as set forth in Article 109.1 shall be paid vacation credits and salary due.

ARTICLE 110 – WRONGFUL DISMISSAL

- 110.1 If, upon joint investigation by the Union and the Employer, or by decision of a Board of Arbitration 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 said 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.

ARTICLE 111 – REGULAR AND TEMPORARY EMPLOYEE

- 111.1 A regular Employee is any person employed on a full-time permanent basis.
- 111.2 A regular part-time Employee is any person employed on a continuing 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.
- 112.3 A temporary Employee is one hired by the Employer as relief for holidays, annual vacations, illness or leave of absence, or for a specific job and hired for a specific period of time. Should employment become permanent the Employee shall be considered a regular Employee and shall have rights under this Agreement
- 111.4 Casual Employees shall be those Employees hired 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.

- 111.5 a) All new Employees shall be considered probationary for their first thirty (30) working days of employment, after which they shall become permanent. For the purpose of this Article a working day shall be a day in which the Employee worked.
- b) A temporary Employee transferred to regular status shall not be required to serve a further probationary period.
- 111.6 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 procedure of the establishment.
- 111.7 Where it has been predetermined by the parties that relief personnel is required to relieve for any regular or regular part-time Employee who is absent for extended periods of time, the Employer agrees to hire relief personnel for such purposes.
- 111.8 Where it is deemed that a training period will be required for the relieving Employee, the parties will mutually agree to the duration of such training period.

ARTICLE 112 – MOVEMENT OF PERSONNEL

- 112.1 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 position.
- 112.2 Promotions shall be made on the basis of seniority, ability and experience. Qualifications being equal, the Employee with the greatest seniority shall be selected.
- 112.3 All regular full and part-time Employees shall be given thirty (30) days written notice of layoff or one (1) month's salary in lieu of notice.
- 112.4 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 that job but they 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.
- 112.5 Employees laid off or discharged during the probationary period shall have the right to file a grievance if, in the opinion of the Union, some discrepancy has taken place in the layoff or discharge.
- 112.6 Any regular full or part-time Employee with six (6) months or more of service 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.
- 112.07 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.

112.8 Should a vacancy occur in the office of the Employer covered by this Agreement such position shall be posted with the Recording Secretary of COPE Local 397. If the Union cannot supply qualified and/or suitable help within forty-eight (48) hours excluding Saturday, Sunday and holiday, then the Employer has the right to hire help elsewhere. The Union agrees to notify the Employer immediately should no Union members be available.

ARTICLE 113 – SICKNESS AND ACCIDENT BENEFIT

113.1 Employees shall be allowed one and one-half (1 1/2) days' sick leave with pay for each month worked; such sick leave to be cumulative for one (1) year. Such sick leave shall be taken no later than the end of the subsequent calendar year. If such sick leave is not taken by the end of the subsequent calendar year it shall be paid out no later than pay period three (3) of the following year. If requested by the Employer, a Doctor's Certificate must be supplied by the Employee in respect of any illness extending beyond three (3) working days.

113.2 Employees shall be granted extended sick leave of absence without pay, of up to six (6) months with up to one (1) year of service, and twelve (12) months if over one (1) year of service beyond the paid sick leave entitlement provided in Article 113.1 during periods of lengthy illness or disability as certified by a medical doctor. **Leave may be extended upon mutual agreement; extensions will not be unreasonably denied.** During that period of leave beyond the paid sick leave entitlement, seniority shall accumulate.

113.3 Employees disabled during the period of their annual vacation 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. Employees fully disabled or unable to return to work due to distance or other valid excuse or sick 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 disability or sickness (subject to Article 113.01) and the remaining days of their vacation shall be taken at a time mutually convenient to the Employer and the Employee.

113.4 Where no other than the Employee can provide for the needs during illness of an immediate member of the Employee's family residing in the same household, an Employee shall be entitled, after notifying their Employer, to use a maximum of five (5) accumulated sick days per year for this purpose. Should additional time off be required, it shall be mutually agreed between the Employer and the Employee.

ARTICLE 114 – LEAVE OF ABSENCE

114.1 Employees delegated to perform union activities, shall be granted a leave of absence not to exceed fourteen (14) days without loss of seniority. Employees hired as full-time representatives for the Union shall be granted leave of absence for up to six (6) months without loss of seniority.

114.2 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. Permission for such leave must be obtained from the Employer in writing.

114.3 Employees selected to act on behalf of the Union, shall at the discretion of the Employer not have their wages reduced by reason of time spent during the period of negotiations and/or processing of grievance, meetings in which the Employer has an interest Employees selected to act on behalf of the Union shall not have their wages reduced.

114.4 a) In cases of death in the immediate family, an Employee shall be granted leave of absence of **seven (7) calendar days or five (5) working days**—with pay. In cases where travelling time is necessary for out-of-town funerals, additional time shall be allowed in accordance with distance to be travelled up to **three (3) weeks** without pay. Such leave of absence shall not be charged against sick leave, holiday entitlement or other accrued time off. For this purpose, immediate family shall be defined as: spouse, common-law spouse, grandparents, **grandparents of spouse**, parents, parents of spouse/common-law spouse, brother, sister, child, step-children, foster child and guardian, brother-in-law, sister-in-law, son-in-law, daughter-in-law and grandchildren.

b) In the case of the death of a close personal acquaintance, leave with pay to a maximum of five (5) working days may be granted at the discretion of the Employer. This request will not be unreasonably withheld.

114.5 Where the Employee under this Article is unable to attend the funeral because of distance, one (1) day's leave with pay shall be granted upon request for mourning purposes.

114.6 Leave with pay not to exceed one (1) day shall be granted to attend funeral services only of any persons related more distantly than those listed above. Proof of attendance may be required. This request will not be unreasonably withheld.

114.7 An Employee has the option of using lieu time or vacation time for bereavement leave extension.

114.8 MATERNITY LEAVE AND PARENTAL LEAVE

114.8.1 Entitlement to Maternity Leave

A pregnant Employee who has been employed by the same Employer for at least ninety (90) days is entitled to unpaid maternity leave.

114.8.2 Length of Maternity Leave

The maternity leave to which a pregnant Employee is entitled is a period of not more than sixteen (16) weeks starting at any time during the twelve (12) weeks immediately before the estimated date of delivery.

1) A pregnant Employee whose pregnancy ends other than as a result of a live birth within sixteen (16) weeks of the estimated due date is entitled to maternity leave under this Provision.

- 2) An Employee who takes maternity leave must take a period of leave of at least six (6) weeks immediately following the date of delivery, unless the Employee and her Employer agree to shorten the period by the Employee's giving her Employer a medical certificate indicating that resumption of work will not endanger her health.

114.8.3 Notice of Maternity Leave

- 1) A pregnant Employee must give her Employer at least six (6) weeks' written notice of the date she will start her maternity leave, and if so requested by her Employer, the pregnant Employee must provide her Employer with a medical certificate certifying that she is pregnant and giving the estimated date of delivery.
- 2) A pregnant Employee is entitled to start maternity leave on the date specified in the written notice given to her Employer under subsection (1).

114.8.4 No Notice of Maternity Leave

An Employee who does not give her Employer prior notice of maternity leave before starting it is still entitled to maternity leave if, within two (2) weeks after she ceases to work, she provides her Employer with a medical certificate

- a) indicating that she is not able to work because of a medical condition arising from her pregnancy, and
- b) giving the estimated or actual date of delivery.

114.8.5 Notice of Employer to Start Maternity Leave

If during the twelve (12) weeks immediately before the estimated date of delivery the pregnancy of an Employee interferes with the performance of her duties, an Employer may give the Employee written notice requiring her to start maternity leave.

114.9 PARENTAL LEAVE

114.9.1 1) Subject to subsection (2), an Employer must grant parental leave to an Employee as follows:

- a) in the case of an Employee entitled to maternity leave under this Provision other than an Employee described in section 114.8.1 (1), a period of not more than thirty seven (37) consecutive weeks immediately following the last day of maternity leave;
- b) in the case of a parent who has been employed by the same Employer for at least ninety (90) days, a period of not more than thirty seven (37) consecutive weeks within fifty three (53) weeks after the child's birth;
- c) in the case of an adoptive parent who has been employed by the same Employer for at least ninety (90) days, a period of not more than thirty seven (37) consecutive weeks within fifty three (53) weeks after the child is placed with the adoptive parent for the purpose of adoption.

- 2) If Employees described in this section are parents of the same child, the parental leave granted under subsection (1) may
 - a) be taken wholly by one of the Employees, or
 - b) be shared by the Employees.
- 3) If Employees described in this section are parents of the same child and are employed by the same Employer, the Employer is not required to grant parental leave to more than one Employee at a time.

114.9.2 Notice of Parental Leave

- 1) An Employee must give the Employer at least six (6) weeks' written notice of the date the Employee will start parental leave unless
 - a) the medical condition of the birth mother or child makes it impossible to comply with this requirement;
 - b) the date of the child's placement with the adoptive parent was not foreseeable.
- 2) If the Employee cannot comply with the written notice requirement for any of the reasons stated in subsection (1) (a) or (b), the Employee must give the Employer written notice at the earliest possible time of the date the Employee will start or has started parental leave.
- 3) An Employee is entitled to start parental leave on the date specified in the written notice given to the Employer under subsection (1) or (2).
- 4) Written notice under section 114.8.3 (1) is deemed to be notice of parental leave under this section unless the notice specifically provides that it is not notice of parental leave, in which case this section applies.
- 5) Employees who intend to share parental leave must advise their respective Employers of their intention to share parental leave.

114.9.3 Termination of Employment Prohibited During Maternity Leave and Parental Leave

- 1) No Employer may terminate the employment of, or lay off, (a) an Employee who has started maternity or parental leave, or (b) an Employee because the Employee is entitled to maternity or parental leave.
- 2) Subsection (1) does not apply if an Employer suspends or discontinues in whole or in part the business, undertaking or other activity in which the Employee is employed, but the obligation of the Employer to reinstate the Employee or provide the Employee with alternative work in accordance with section 114.9.4 (1) continues to apply.

114.9.4 Resumption of Employment

- 1) Subject to section 114.8.2(2), an Employee must give the Employer at least four (4) weeks' written notice of the date on which the Employee intends to resume work and in any event must give notice not later than four (4) weeks before the end of the leave period to which the Employee is entitled or four (4) weeks before the date on which the Employee has specified as the end of the Employee's leave period, whichever is earlier.
- 2) If an Employee has given notice that she intends to resume work on a date that is before the end of the six (6) week period referred to in section 114.8.2 (2), the Employee is entitled without further notice to an additional period of leave sufficient to meet the requirements of section 114.8.2 (2).
- 3) The additional period of leave referred to in subsection (2) is to be charged first against any remaining maternity leave to which the Employee is entitled and then against parental leave, and if it is charged against parental leave the amount of parental leave referred to in section 114.9.1 is reduced accordingly.
- 4) An Employee is not entitled to resume working until the date specified in the written notice referred to in subsection (1) or the end of the additional period referred to in subsection (2), as the case may be.
- 5) An Employee must resume work on the date specified in the written notice or immediately following the end of the additional period, as the case may be, and if the Employee fails to return to work on that date the Employee is not entitled to resume work subsequently unless the failure to return to work resulted from unforeseeable or unpreventable circumstances.
- 6) If an Employee fails to provide at least four (4) weeks' notice before the end of the leave period to which the Employee is entitled, the Employee is not entitled to resume work unless the failure to provide the notice resulted from unforeseeable or unpreventable circumstances.
- 7) Where an Employee is entitled to resume work under this section, the Employer must
 - a) reinstate the Employee in the position occupied when maternity or parental leave started, or
 - b) provide the Employee with alternative work of a comparable nature at not less than the earnings and other benefits that had accrued to the Employee when the maternity or parental leave started.
- 8) An Employee who does not wish to resume employment after maternity or parental leave must give the Employer at least **two (2)** weeks' written notice of intention to terminate employment.

114.9.5 Suspension of Operations

If the business, undertaking or other activity of an Employer is suspended or discontinued in whole or in part during an Employee's maternity or parental leave and the Employer has not resumed operations when the Employee's leave ends, the Employer must, if the operation is subsequently resumed within fifty two (52) weeks following the end of the leave,

- a) reinstate the Employee in the position occupied at the time the maternity or parental leave started, at not less than the earnings and other benefits that had accrued to the Employee, or
- b) provide the Employee with alternative work in accordance with an established seniority system or practice of the Employer in force at the time the Employee's maternity or parental leave started, with no loss of seniority or other benefits accrued to the Employee.

114.10 COMPASSIONATE CARE LEAVE

114.10.1 1) In this Provision,

- a) "common-law partner" means a person who at the relevant time cohabits in a conjugal relationship with the Employee and has so cohabited with the Employee for a continuous period of at least one year;
 - b) "family member", in relation to an Employee, means
 - i) a spouse or common-law partner of the Employee,
 - ii) a child of the Employee or a child of the Employee's spouse or common-law partner,
 - iii) a parent of the Employee or a spouse or common-law partner of the parent, and
 - v) any other person who is a member of a class of persons designated in the regulations for the purpose of this definition.
- 2) Subject to this section, an Employee who has been Employed by the same Employer for at least ninety (90) days is entitled to unpaid compassionate care leave for a period of up to twenty seven (27) weeks for the purpose of providing care or support to a seriously ill family member.
- 3) If more than one Employee who is Employed by the same Employer is entitled to compassionate care leave with respect to the same family member, the Employer is not required to grant the leave to more than one Employee at a time.
- 4) The Employee must provide to the Employer a medical certificate stating that
- a) the family member, named in the certificate, has a serious medical condition with a significant risk of death within twenty six (26) weeks from
 - i) the day the certificate is issued, or
 - ii) if the leave was begun before the certificate was issued, the day the leave began, and
 - b) the family member requires the care or support of one or more family members.

- 5) The Employee must provide a copy of the medical certificate under subsection (4) before commencing compassionate care leave unless the Employee is unable to do so, in which case the Employee must provide the certificate as soon as is reasonable and practicable in the circumstances.
- 6) An Employee who wishes to take compassionate care leave must give the Employer at least two (2) weeks' written notice, **such** notice must also include the estimated date of the Employee's return to work, unless a shorter notice period is necessary in the circumstances, in which case the notice must be provided as soon as is reasonable and practicable in the circumstances.
- 7) The Employee must inform his or her Employer of any change in the estimated date of returning to work.
- 8) Compassionate care leave may be taken in one or more periods but no period may be less than one (1) week's duration.
- 9) Compassionate care leave ends on the earliest of the following occurrences:
 - a) the last day of the work week in which the family member named in the medical certificate referred to in subsection (4) dies;
 - b) the twenty seven (27) weeks of compassionate care leave ends;
 - c) the last day of the work week in which the Employee ceases to provide care or support to the seriously ill family member.

114.10.2 Termination of Employment

- 1) No Employer may terminate the Employment of, or lay off, an Employee who has started compassionate care leave.
- 2) Subsection (1) does not apply if an Employer suspends or discontinues in whole or in part the business, undertaking or other activity in which the Employee is employed, but the obligation of the Employer to reinstate the Employee or provide the Employee with alternative work in accordance with section 114.10.4 continues to apply.

114.10 3 Notice to Return to Work

- 1) If an Employee has been on compassionate care leave, he or she must provide at least one week's written notice of the date the Employee intends to return to work unless the employer and the Employee agree otherwise.
- 2) When an Employee returns to work under this section, the employer must
 - a) reinstate the Employee in the position occupied when the leave started, or
 - b) provide the Employee with alternative work of a comparable nature at not less than the earnings and other benefits that had accrued to the Employee when the leave started.
- 3) An Employee who does not wish to resume employment after the leave ends must give the employer at least two (2) weeks' written notice of the Employee's intention to terminate employment.

114.10.4 Suspension of Operations

If the business, undertaking or other activity of an employer is suspended or discontinued in whole or in part during an Employee's compassionate care leave and the Employer has not resumed operations when the leave ends, the Employer must, if the operation is subsequently resumed within fifty-two (52) weeks following the end of the leave,

- a) reinstate the Employee in the position occupied at the time the leave started at not less than the earnings and other benefits that had accrued to the Employee, or
- b) provide the Employee with alternative work in accordance with an established seniority system or practice of the Employer in force at the time the employee's leave started, with no loss of seniority or other benefits accrued to the employee.

114.10.5 Leave and Vacation Conflict

Notwithstanding section 116 if an Employee is on compassionate care leave on the day by which his or her vacation must be used, any unused part of the vacation must be used immediately after the leave expires or, if the Employer and Employee agree to a later date, by that later date.

114.11 Death or Disappearance of Child Leave

114.11.1 1) In this Provision,

- a) "child" means a person who is under eighteen (18) years of age;
- b) "common-law partner" has the same meaning as in section 114.10.1(1)(a);
- c) "crime" means an offence under the *Criminal Code* (Canada);
- d) "parent" means
 - i) a parent of a child,
 - ii) the spouse or common-law partner of a parent of a child,
 - iii) a person with whom a child has been placed for the purposes of adoption,
 - iv) the guardian or a foster parent of a child, or
 - v) a person who has the care, custody or control of a child whether or not they are related by blood or adoption.

2) Subject to this section, an Employee who has been employed by the same Employer for at least ninety (90) days is entitled to an unpaid leave as follows:

- a) a period of up to fifty-two (52) weeks if the Employee is the parent of a child who has disappeared and it is probable, considering the circumstances, that the child disappeared as a result of a crime, or
- b) a period of up to one hundred four (104) weeks if the Employee is the parent of a child who has died and it is probable, considering the circumstances, that the child died as a result of a crime.

3) An Employee is not entitled to death or disappearance of child leave if he or she is charged with the crime that resulted in the death or disappearance of the child.

- 4) The Employee must provide the Employer with reasonable verification of the Employee's entitlement to the leave as soon as is reasonable and practicable in the circumstances.
- 5) The period during which an Employee may take death or disappearance of child leave
 - a) begins on the day on which the death or disappearance, as the case may be, occurs, and
 - b) ends, subject to subsections (8) to (10),
 - i) in the case of leave under subsection (2)(a), fifty-two (52) weeks after the day on which the disappearance occurs, or
 - ii) in the case of leave under subsection (2)(b), one hundred four (104) weeks after the day on which the death occurs.
- 6) An Employee who wishes to take death or disappearance of child leave must give the Employer written notice as soon as is reasonable and practicable in the circumstances. **Whenever possible, notice shall** include the estimated date of the Employee's return to work.
- 7) The Employee must inform his or her Employer of any change in the estimated date of returning to work.
- 8) In the case of a child who disappears and who is subsequently found, the period referred to in subsection (5) ends
 - a) if the child is found alive, fourteen (14) days after the day on which the child is found but no later than the end of the fifty-two (52)-week period, or
 - b) if the circumstances in subsection (2)(b) apply, one hundred four (104) weeks after the day on which the disappearance occurred.
- 9) For greater certainty, death or disappearance of child leave ends on the day on which the circumstances are such that it is no longer probable that the death or disappearance was the result of a crime.
- 10) If an Employee takes death or disappearance of child leave and is charged with the crime, leave ends on the day on which the Employee is charged.

114.11.2 Termination of Employment

- 1) No Employer may terminate the employment of, or lay off, an Employee who has started death or disappearance of child leave.
- 2) Subsection (1) does not apply if an Employer suspends or discontinues in whole or in part the business, undertaking or other activity in which the Employee is employed, but the obligation of the Employer to reinstate the Employee or provide the Employee with alternative work in accordance with section 114.11.4 continues to apply.

114.11.3 Notice to Return to Work

- 1) If an Employee has been on death or disappearance of child leave, he or she must provide at least one (1) week's written notice of the date the Employee intends to return to work unless the Employer and the Employee agree otherwise.
- 2) When an Employee returns to work under this section, the Employer must
 - a) reinstate the Employee in the position occupied when the death or disappearance of child leave started, or
 - b) provide the Employee with alternative work of a comparable nature at not less than the earnings and other benefits that had accrued to the Employee when the death or disappearance of child leave started.
- 3) An Employee who does not wish to resume employment after the leave ends must give the Employer at least two (2) weeks' written notice of the Employee's intention to terminate employment.

114.11.4 Suspension of Operations

If the business, undertaking or other activity of an Employer is suspended or discontinued in whole or in part during the Employee's death or disappearance of child leave and the Employer has not resumed operations when the leave ends, the Employer must, if the operation is subsequently resumed within fifty-two 52 weeks following the end of the leave,

- a) reinstate the Employee in the position occupied at the time the leave started at not less than the earnings and other benefits that had accrued to the Employee, or
- b) provide the Employee with alternative work in accordance with an established seniority system or practice of the Employer in force at the time the Employee's leave started, with no loss of seniority or other benefits accrued to the Employee.

114.11.5 Leave and Vacation Conflict

Notwithstanding section 116, if an Employee is on death or disappearance of child leave on the day by which his or her vacation must be used, any unused part of the vacation must be used immediately after the leave expires or, if the Employer and Employee agree to a later date, by that later date.

114.12 Critical Illness of Child Leave

114.12.1 1) In this Provision,

- a) "child" means a person who is under eighteen (18) years of age;
- b) "common-law partner" has the same meaning as in section 114.10.1(1)(a);
- c) "parent" means
 - i) a parent of a child,
 - ii) the spouse or common-law partner of a parent of a child,
 - iii) a person with whom a child has been placed for the purposes of adoption,

- iv) the guardian or a foster parent of a child, or
 - v) a person who has the care, custody or control of a child whether or not they are related by blood or adoption.
- 2) Subject to this section, an Employee who has been employed by the same Employer for at least ninety (90) days and is a parent of a critically ill child is entitled to an unpaid critical illness of child leave of up to thirty six (36) weeks for the purpose of providing care or support to the child.
 - 3) If more than one Employee who is employed by the same Employer is entitled to critical illness of child leave with respect to the same child, the Employer is not required to grant the leave to more than one Employee at a time.
 - 4) If more than one child of the Employee is critically ill as a result of the same event, the period during which the Employee may take critical illness of child leave
 - a) begins on the earlier of the dates specified in subsection (5)(b) and (d) on the first medical certificate issued in respect of any of the children that are critically ill, and
 - b) ends on the earliest of the following occurrences:
 - i) the last day of the work week in which the last of the critically ill children dies;
 - ii) the expiry of thirty-six (36) weeks following the date leave began under clause (a);
 - iii) the expiry of the latest period referred to in subsection (5)(c) on the medical certificates for the critically ill children;
 - iv) the last day of the work week in which the Employee ceases to provide care or support to the last of the critically ill children.
 - 5) The Employee must provide to the Employer a medical certificate stating
 - a) that the child is a critically ill child and requires the care or support of one or more parents;
 - b) the start date of the period during which the child requires that care or support;
 - c) the end date of the period during which the child requires that care or support;
 - d) if the leave was begun before the certificate was issued, the day leave began.
 - 6) The Employee must provide a copy of the medical certificate under subsection (5) before commencing critical illness of child leave unless the Employee is unable to do so, in which case the Employee must provide the certificate as soon as is reasonable and practicable in the circumstances.
 - 7) An Employee who wishes to take critical illness of child leave must give the Employer at least two (2) weeks' written notice, which notice must also include the estimated date of the Employee's return to work, unless a shorter notice period is necessary in the circumstances, in which case the notice must be provided as soon as is reasonable and practicable in the circumstances.
 - 8) The Employee must inform his or her Employer of any change in the estimated date of returning to work.

- 9) Subject to subsection (4), critical illness of child leave may be taken in one or more periods, but no period may be less than one week's duration.

- 10) Critical illness of child leave ends on the earliest of the following occurrences:
 - a) The last day of the work week in which the child named in the medical certificate under subsection (5) dies;
 - b) the period of thirty-six (36) weeks of leave under this Provision ends;
 - c) the period referred to subsection (5)(c) of the certificate ends;
 - d) the last day of the work week in which the Employee ceases to provide care or support to the critically ill child.

114.12.2 Termination of Employment

- 1) No Employer may terminate the employment of, or lay off, an Employee who has started critical illness of child leave.

- 2) Subsection (1) does not apply if an Employer suspends or discontinues in whole or in part the business, undertaking or other activity in which the Employee is employed, but the obligation of the Employer to reinstate the Employee or provide the Employee with alternative work in accordance with section 114.11.4 continues to apply.

114.12.3 Notice to Return to Work

- 1) If an Employee has been on critical illness of child leave, he or she must provide at least one (1) week's written notice of the date the Employee intends to return to work unless the Employer and the Employee agree otherwise.

- 2) When an Employee returns to work under this section, the Employer must
 - a) reinstate the Employee in the position occupied when the leave started, or
 - b) provide the Employee with alternative work of a comparable nature at not less than the earnings and other benefits that had accrued to the Employee when the leave started.

- 3) An Employee who does not wish to resume employment after the critical illness of child leave ends must give the Employer at least two (2) weeks' written notice of the Employee's intention to terminate employment.

114.12.4 Suspension of Operations

If the business, undertaking or other activity of an Employer is suspended or discontinued in whole or in part during an Employee's critical illness of child leave and the Employer has not resumed operations when the leave ends, the Employer must, if the operation is subsequently resumed within fifty-two (52) weeks following the end of the leave,

- a) reinstate the Employee in the position occupied at the time the leave started at not less than the earnings and other benefits that had accrued to the Employee, or
- b) provide the Employee with alternative work in accordance with an established seniority system or practice of the Employer in force at the time the Employee's leave started, with no loss of seniority or other benefits accrued to the Employee.

114.12.5 Leave and Vacation Conflict

Notwithstanding section 116, if an Employee is on critical illness of child leave on the day by which his or her vacation must be used, any unused part of the vacation must be used immediately after the leave expires or, if the Employer and Employee agree to a later date, by that later date.

114.13 Domestic Violence Leave

- 114.13.1 1) For the purposes of this Provision, domestic violence occurs when an Employee, the Employee's dependent child or a protected adult who lives with the Employee is subjected to any of the acts or omissions listed in subsection (2) by another person who
- a) is or has been married to the Employee, is or has been an adult interdependent partner of the Employee or is residing or has resided together with the Employee in an intimate relationship,
 - b) is or has been in a dating relationship with the Employee, regardless of whether they have lived together at any time,
 - c) is the biological or adoptive parent of one or more children with the Employee, regardless of their marital status or whether they have lived together at any time,
 - d) is related to the Employee by blood, marriage or adoption or by virtue of an adult interdependent relationship, regardless of whether they have lived together at any time, or
 - e) resides with the Employee and has care and custody over the Employee pursuant to an order of a court.
- 2) The following acts and omissions constitute domestic violence for the purposes of this Provision:
- a) any intentional or reckless act or omission that causes injury or property damage and that intimidates or harms a person;
 - b) any act or threatened act that intimidates a person by creating a reasonable fear of property damage or injury to a person;
 - c) conduct that reasonably, in all circumstances, constitutes psychological or emotional abuse;
 - d) forced confinement;
 - e) sexual contact of any kind that is coerced by force or threat of force;
 - f) stalking.
- 3) An Employee who is a victim of domestic violence and has been employed by the same Employer for at least ninety (90) days is entitled to unpaid domestic violence leave of up to ten (10) days in a calendar year.

- 4) An Employee may take domestic violence leave for one or more of the following purposes:
 - a) to seek medical attention for the Employee or the Employee's dependent child or a protected adult in respect of a physical or psychological injury or disability caused by the domestic violence;
 - b) to obtain services from a victim services organization;
 - c) to obtain psychological or other professional counselling for the Employee or the Employee's dependent child or a protected adult;
 - d) to relocate temporarily or permanently;
 - e) to seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence;
 - f) any other purpose provided for in the regulations.
- 5) Before taking a leave under this section, the Employee must give the Employer as much notice as is reasonable and practicable in the circumstances.

114.14 Other Leaves

Any leaves not specifically addressed in Article 114 shall adhere to the Alberta Employment Standards Act & Regulations in effect at time of the signing of this agreement. The following leaves not specifically addressed shall adhere:

- Reservist Leave
- Long Term Illness and Injury Leave
- Personal and Family Responsibility Leave
- Leave for Citizenship Ceremony

114.15 Leave of absence with pay may be granted, at the discretion of the Employer, to allow permanent Employees to write examinations.

ARTICLE 115 – SENIORITY

115.1 Seniority shall mean length of continuous service with the Employer and shall be cumulative on an office-wide basis.

115.2 An Employee shall lose all seniority rights for anyone or more of the following reasons:

- a) voluntary resignation;
- b) discharge for cause;
- c) failure to return to work within ten (10) working days after being called by registered mail unless due to actual illness, vacation or accident. The Employer may require substantiating proof of illness or accident.

115.3 Employees retained on staff following the probationary period shall have seniority credited to date of hiring.

115.4 An Employee laid off and placed on the Recall List shall retain but not accumulate seniority during the period of layoff.

115.5 Seniority list shall be made available by the Employer at such time as may be required for the administration of this Agreement.

- 115.6 Employees shall retain job seniority over transferees from other areas and offices.
- 115.7 All rights due to seniority under this Agreement shall be unaffected by such a layoff period. Wages of recalled Employees shall be based on seniority at time of layoff.

ARTICLE 116 – VACATIONS

- 116.1 Senior Employees shall be given preference in the selection of vacation periods.
- 116.2 All Employees covered by this Agreement shall receive one (1) of the following:
- a) three (3) weeks' vacation with pay after one (1) years' service;
 - b) four (4) weeks' vacation with pay after eight (8) years' service;
 - c) five (5) weeks' vacation with pay after fifteen (15) years' service;
 - d) six (6) weeks' vacation with pay after twenty-five (25) years' service;
 - e) seven (7) weeks' vacation with pay after thirty (30) years' service.
- 116.3 Vacation pay shall be at current regular weekly salary or at four per cent (4%), six per cent (6%), eight per cent (8%), ten per cent (10%), twelve per cent (12%) or fourteen per cent (14%) gross wages for the period in which the vacation was earned for two, three, four, five, six or seven weeks' vacation entitlement respectively, whichever is greater.
- 116.4 Vacation pay shall be calculated to include all premiums with the exception of overtime normally received by an Employee if worked.
- 116.5 Employees covered by this Agreement shall be permitted to save and carry forward to a future vacation period two (2) weeks of annual vacation per annum, up to a maximum of four (4) weeks. Such deferred vacation shall be paid at the Employee's prevailing salary when taken.
- 116.6 Except where an Employee is needed to meet the reasonable operating needs of the office, Statutory Holidays occurring during the vacation period shall be given in addition to the above mentioned vacation, or shall be paid for at the option of the Employee.
- 116.7 When the office is closed between Christmas and New Year's Employees must use vacation days or lieu days. Should an Employee not have banked time available the days shall be taken without pay. Statutory Holidays shall be paid.

ARTICLE 117 – STATUTORY HOLIDAYS

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

New Year's Day
Family Day
Good Friday

Easter Sunday
Victoria Day
Canada Day

Stampede Parade Day (1/2-Day)

August Civic Holiday

Labour Day

National Day for Truth And Reconciliation

Thanksgiving Day

Remembrance Day

December 24 (four (4) hours)

Christmas Day

Boxing Day

117.2 All general holidays proclaimed by Civic, Provincial and/or Federal Governments shall also be recognized as legal holidays, providing the Employee works the scheduled working day immediately before or immediately following the holiday, unless he has prior permission, or produces proof of illness for such absence.

117.3 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 the defined legal holidays occurring during their regular work period.

117.4 When a statutory holiday occurs on the day off of an Employee having thirty (30) or more days unbroken service, and such holiday is not worked by the Employee, they shall receive one (1) days' pay, or be entitled to take a regular working day off in lieu of such holiday. Such day off 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. For part-time Employees, days off shall be considered Saturday and Sunday. Should a Statutory Holiday fall on an unscheduled day to work, the Employee shall be paid at one-half (1/2) time.

117.5 Employees working on a statutory holiday which is their regular day to work, with over thirty (30) days unbroken service, shall receive one (1) days' 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.

117.6 In the event of the statutory holidays enumerated in the defined holidays occur during the period of an Employee's annual vacation, an additional days' vacation with pay shall be allowed for each holiday so occurring.

ARTICLE 118 – OVERTIME

118.1 All time worked in excess of the regularly established working day or time worked on an Employee's recognized days of rest shall be paid at double time (x2)

118.2 All Employees required to work overtime in excess of two (2) hours shall be allowed a lunch period not to exceed one (1) hour at the overtime rate of pay. The meal period may be taken before, during or after the overtime work as may be appropriate and mutually agreed.

- 118.3 Regular part-time Employees required to work additional hours over and above their regularly established hours from Monday to Friday shall be notified the day before, otherwise, the overtime rates of pay and conditions shall apply.
- 118.4 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 receive a minimum of four (4) hours pay at overtime rates provided the Employee reports for such work.
- 118.5 Employees required to work on Sundays or statutory holidays shall receive double (x2) time and, in addition, shall receive a lieu day off with pay at the mutual convenience of the Employer and the Employee.
- 118.6 Overtime shall be on a voluntary basis and, all things being equal, shall be distributed equally between all members of the office staff.
- 118.7 The Employer shall be responsible for an Employee's safe transportation home in the event of overtime scheduled after working hours provided the Employee does not have their own personal transportation.
- 118.8 Double (x2) time off may be taken in lieu of authorized overtime at the mutual convenience between the Employee and the Employer.

ARTICLE 119 – HOURS OF WORK

- 119.1 The work week will consist of seven (7) hours between the hours of 8:00 a.m. and 4:00 p.m., with an unpaid lunch period of one-half (1/2 hour), Monday through Friday inclusive for fourteen (14) work days in a fifteen (15) work-day period. The Employer hereby agrees to provide for a scheduled day off every third week. Starting time may be varied by one (1) hour by mutual agreement between the Employer and the Employee.
- 119.2 Employees required to go outside the office to do banking or any other business for the Employer shall not be required to conduct this business before or after working hours or during the lunch break.
- 119.3 The Employer and Employee shall determine a schedule as to when third days off will be taken. If the nature of the operation prevents the Employee from taking said day off, or should the Employee require a different day off, the Employee shall arrange with the office manager a day to be taken within the same three (3) week period. Should the Employee be unable to arrange for an alternate day off within the three (3) week period, they shall be paid for said day on the next regular pay day.

ARTICLE 120 – COFFEE BREAK

- 120.1 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.

ARTICLE 121 – PROCEDURE FOR RELIEVING

- 121.1 Where an Employee is promoted from a lower classification to a higher classification they 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.
- 121.2 Employees assigned to a higher job classification or who, for vacation or sick leave or other leave of absence, temporarily replaces another Employee in such 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.

ARTICLE 122 – WITNESS/JURY DUTY

- 122.1 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.
- 122.2 The payment of full salary shall be paid to regular full or part-time Employees who are absent for jury selection. It is agreed the Employee shall return to the Employer any monies received from the Court for such duty. Proof of attendance will be provided if possible.**

ARTICLE 123 – UNION REPRESENTATION

- 123.1 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 100.3 of this Agreement.
- 123.2 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.
- 123.3 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 Steward.
- 123.4 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.

ARTICLE 124 – SAFETY

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

ARTICLE 125 – AUTOMATION AND JOB SECURITY

125.1 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 his present Employees before hiring from the outside market. The Employer further agrees to institute a training program for those Employees who wish to accept employment except as hereinafter provided.

ARTICLE 126 – GENERAL

126.1 Employees shall not be asked to make any written statements or verbal contract which may conflict with this Agreement.

126.2 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 (COPE), Local 397 and shall remain the sole property of the Union.

126.3 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 legal picket line established or recognized by the Union.

126.4 All Employees shall be covered by Workers' Compensation.

126.5 In offices where the temperature is consistently too hot or cold, the Employee shall have the right to call in a representative of the Union for a judgment. Should the Union representative support the claim, the Employee will not be required to work unless the Employee is urgently required to perform work which must be done immediately. The Employee will be paid regular wages if they should be sent home if extreme hot or cold temperature exists in the office.

126.6 COPE Local 397 undertakes to arrange for the typing of sufficient copies of the Agreement.

126.7 a) Employees who have been employed for a period of five (5) or more years shall be paid a classification service differential of twenty-five dollars (\$25.00) per month.

b) Employees who have been employed for a period of ten (10) or more years shall be paid a classification service differential of fifty dollars (\$50.00) per month.

- c) Employees who have been employed for a period of fifteen (15) or more years shall be paid a classification service differential of seventy-five dollars (\$75.00) per month.
- d) Employees who have been employed for a period of twenty (20) or more years shall be paid a classification service differential of one hundred dollars (\$100.00) per month.
- e) Employees who have been employed for a period for twenty-five (25) or more years shall be paid a classification service differential of one hundred and twenty-five dollars (\$125.00) per month.
- f) Employees who have been employed for a period of thirty (30) or more years shall be paid a classification service differential of one hundred and fifty dollars (\$150.00) per month.

126.8 A refund of tuition fees and books not to exceed **five hundred dollars (\$500.00)** per year for job related self-development (mutually agreed upon) taken without absence from the job, shall be made to permanent Employees successfully completing the course. The Employee who received a refund for tuition fees and books shall split the cost on a pro-rated basis if they terminate employment with Local 583, Amalgamated Transit Union within two (2) years of receiving the refund.

126.9 Upon completion of six (6) months of service on the Local Union payroll (full and regular part-time) all Employees shall, as a condition of employment, participate in a Pension Plan on the following basis:

- a) Effective January 1, 2019, the Employer shall contribute twelve percent (12%) of the Employee's monthly gross salary per month into a Registered Retirement Savings Plan on behalf of the Employee.
- b) The amounts shall be deposited into a Registered Retirement Savings Plan as mutually between the Employee and Local 583, Amalgamated Transit Union.
- c) The Retirement Savings Plan shall be in the name of the Employee and may only be withdrawn upon retirement or severance of employment, in which case the Employee will receive the total (Employee's and Employer's) amount of pension paid into the Plan.
- d) The Employee will provide confirmation of RRSP contributions by March 31st of each year.

126.10 Parking space for full-time/part-time Employees will be provided if space is available.

126.11 Full-time Employees shall be allowed to participate in the Group Insurance Plan with Canada Life. Premiums to be paid by the Employer. All new Employees will be eligible to join the Plan only at time of hiring. Employees may also purchase at their cost the additional twenty thousand dollar (\$20,000.00) policy.

126.12 The Employer shall pay the Employee's monthly premium of Alberta Health Care (AHC), if applicable, and for benefits provided through the Group Benefit Plan.

- 126.13 No work, as outlined in this Agreement, 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 work in cases of emergency.
- 126.14 The Employer will provide a four hundred dollar (\$400.00) health spending account where the existing health plan does not provide for one. Where the Employer does not pay AHC, the annual payment will increase to five hundred dollars (\$500.00). Expenses that qualify for payment will be approved by the Employer based on current Revenue Canada rules.

APPENDIX 'A'

Attached to and forming part of the Agreement signed between the Canadian Office and Professional Employees Union (COPE), Local 397 and the Amalgamated Transit Union (ATU), Local 583.

ADMINISTRATIVE ASSISTANT "A"

- Assistant to the Executive Officers
- Routine reception and office duties
- Enrolls new members with the City/International re: receipt of union dues and insurance.
- Maintain membership records, complete/update membership additions/deletions, changes to beneficiaries.
- Dues/Insurance check off lists
- Billing of LTD/LOA employees and retirees
- Per Capita Reports for International and all other Labour organizations
- Update badge numbers yearly
- Assist the Financial Secretary with death claims as required with the International and our Insurance Agent of Record and prepare funeral bulletins/postings.
- Post meeting attendance monthly for yearend dues cheques and eligibility for Local Union elections
- Work with the agent of record to assist in the administration of Group Insurance plan to keep all information current and ensure claims are processed in a timely manner. Communicate with members through Officers as required.
- Prepare monthly financial statement for Regular Union meeting.
- Manage payable and receivables as directed by the Financial Secretary.
- Process payroll for administrative employees and executive officers including remittance to Receiver. General as approved by the Financial Secretary.
- Prepare cheques for signature by Financial Secretary Treasurer as required, check vouchers for mathematical accuracy.
- Complete bank deposits re: general account savings, current accounts, building fund.
- Complete month-end accounting requirements, transfer dues, utilities calculation/rent payment, insurance fund transfer and payment.
- Financial accounting – maintain books, general account, insurance account and building society in preparation for a review and audit.
- Complete year end reporting requirements including T'4s, 2200's, WCB report, TD'1s, Receiver General
- Prepare and Submit Annual Society return for Building Society
- Preparations for elections
- Provide support to other office administrative positions as required.
- Other duties as required.

Qualifications/Requirements:

- Advanced Computer Skills - Microsoft Word, Excel, Outlook
- Simply Accounting or a comparable accounting program
- Accounting experience, specifically balancing books
- Capable of learning Local Union By-Laws Constitution, and other official regulations
- Knowledge of Administration of Insurance Plans

- **Eligible to receive Security clearance letter.**
- **Possess strong communication skills both oral and written and customer skills in order to perform reception duties.**

For activities that occur annually (year-end reporting requirements) clerical assistance from Administrative Assistant I is available.

Salary Schedule –Administrative Assistant A

	January 1, 2021 1.5%	January 1, 2022 1.5%	January 1, 2023 2%
1 st 6 months of service	\$ 35.98	\$ 36.51	\$ 37.24
2 nd 6 months of service	\$ 36.88	\$ 37.43	\$ 38.17
3 rd 6 months of service	\$ 38.10	\$ 38.67	\$ 39.44

ADMINISTRATIVE ASSISTANT II

- Assistant to three Full-Time Union Executive Officers
- Routine reception and office duties including: filing, mail distribution, ordering supplies, answering phones, processing dues receipts, membership changes in MUMS program, update information on employees children for Christmas gifts, ordering flowers/fruit baskets, offering routine information and attending to members and the public
- Co-ordinate all documentation re: grievances and grievance administration
- Correspondence, word processing and communications related to all union activity
- Prepare, format and edit monthly newsletter – prepare for distribution and mail out
- Update calendar for all Officers on desk calendar and in Outlook daily
- Coordinate conferences, courses, conventions including all air travel arrangements, hotel registrations and related requirements
- Develop, maintain and update the union webpage – bulletins, newsletters, meetings
- Process retirements – ordering of plaques, flowers, information kits, belt buckles (keep list for banquet)
- ATU Bylaws – changes, printing of booklet for distribution
- Preparations for elections, and negotiations (every three years)
- Provide support to other office administrative positions as required
- Other duties as required

Qualifications/Requirements:

- Advanced Microsoft Office Word
- Intermediate Excel, Microsoft Outlook
- Type minimum of 60 words per minute
- Strong communication skills, both oral and written, interpersonal skills related to coordinating grievance process and customer service skills in order to perform reception duties
- Eligible to receive Security Clearance letter (regarding support to Financial Administrative Assistant for financial and accounting responsibilities as required)
- Capable of learning and communicating policies and bylaws related to Union business

Salary Schedule – Administrative Assistant II

	January 1, 2021 1.5%	January 1, 2022 1.5%	January 1, 2023 2%
1 st 6 months of service	\$ 35.98	\$ 36.51	\$ 37.24
2 nd 6 months of service	\$ 36.88	\$ 37.43	\$ 38.17
3 rd 6 months of service	\$ 38.10	\$ 38.67	\$ 39.44

ADMINISTRATIVE ASSISTANT I

- Responsible for routine reception and office duties including: filing, mail distribution, ordering supplies, answering phones, processing dues receipts, membership changes in MUMS program, update information on employees children for Christmas gifts, ordering flowers/fruit baskets, offering routine information and attending to members and the public
- Maintain new/deleted members monthly from International Report – includes letters of welcome, making up of files, closing of files
- Maintain orientation kits, steward kits
- Update any booklets for information for kits
- Distribute AIL information as needed (every couple of years)
- Prepare monthly bulletins for distribution
- Assist in preparation of labels/envelopes for mailing of monthly newsletter as needed
- Process and distribute minutes of regular meetings and committee meetings
- Picnic
- Fall Banquet – invitations/tickets, booklet (in August)
- Children’s Christmas Party
- Christmas Cards to other Unions, etc.
- Preparations for elections, and negotiations (every three years)
- Provide support to other office administrative positions as required
- Other duties as required.

Qualifications/Requirements:

- Intermediate level MS Office Word
- Experience with office duties

Salary Schedule – Administrative Assistant I

	January 1, 2021 1.5%	January 1, 2022 1.5%	January 1, 2023 2%
1 st 6 months of service	\$ 33.23	\$ 33.72	\$ 34.39
2 nd 6 months of service	\$ 34.01	\$ 34.52	\$ 35.21
3 rd 6 months of service	\$ 35.13	\$ 35.65	\$ 36.36

CASUAL/TEMPORARY

A worker who does the following under Supervision:

- Copying and Collating documents
- Labeling, stuffing and stamping envelopes
- Operating standard office equipment which may include: postage machine, folding machine, Xerox and Risograph machines
- Other duties as required.

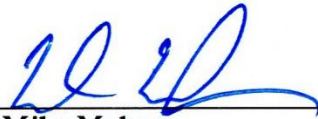
Salary Schedule – Casual/Temporary

January 1, 2021 1.5%	January 1, 2022 01.5%	January 1, 2022 2%
\$ 23.26	\$ 23.60	\$ 24.07

When a worker is brought in on a casual basis and is performing basic duties of the Administrative Assistant I position, they will be paid at the first pay level of that position

COLA – Any increase in the cost of living above six per cent (6%) for each year of this Agreement shall be paid to all Employees in the form of a lump sum payment.

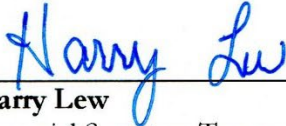
For: **AMALGAMATED TRANSIT UNION (ATU), LOCAL 583**



Mike Mahar
President/Business Agent



Renee Dunn
Executive Vice-President/
Assistant Business Agent



Harry Lew
Financial Secretary Treasurer



Bill Johnson
Recording Secretary
Maintenance/
Office Representative

Date: July 22, 2024

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



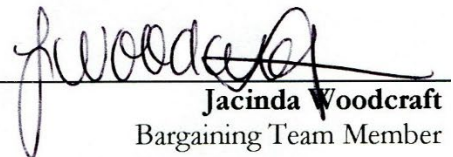
Jason Hicks
Acting President



Trevor Morin
Union Representative



Gus Anastasakis
Treasurer



Jacinda Woodcraft
Bargaining Team Member

Date: 06/18/24

LETTER OF UNDERSTANDING

Between

AMALGAMATED TRANSIT UNION (ATU), LOCAL 583

~ and ~

CANADIAN OFFICE & PROFESSIONAL EMPLOYEES UNION (COPE), LOCAL 397

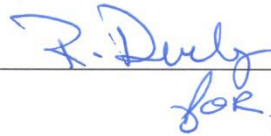
RE: REDUCED HOURS FOR ALTERNATED FOUR (4) DAY WORK-WEEK

The parties agree to an alternate work-week based on the following regulations:

- The hours will be by mutual agreement, but to be considered a full-time Employee they must be no less than eighty per cent (80%) of a full-time Employee's standard biweekly hours.
- There will be no additional costs to the Employers as a result of the rearranged work-week.
- Statutory holidays when being paid out will be based on one tenth (1/10) of the biweekly scheduled hours.
- Vacation entitlement when being paid out will be based on the corresponding percentage as per Article 116.3 (e.g., - two (2) weeks entitlement = four per cent (4%) of gross wages for the period in which the entitlement was earned.



Rick Ratcliffe
President/Business Agent



Bryan MacKenzie
Union Representative



Neil Armitage
Executive Vice-President/
Assistant Business Agent



Lucille Fedkiw
Calgary Unit Chair



Bill Johnson
Recording Secretary



Shelley Wallace
Negotiator

May 5, 2015
Date

May 22 / 15
Date

LETTER OF UNDERSTANDING

between

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

~ and ~

THE AMALGAMATED TRANSIT UNION (ATU), LOCAL 583

RE: ARTICLE 126.12

The Parties agree:

1. It is hereby understood that the premiums for the additional twenty thousand dollars (\$20,000.00) policy **will continue to be paid** by the Employer **while the plan is in place** and this practice is hereby grandfathered for and Jacinda **Woodcraft**

Signed this 26th day of November, 2014 in Calgary, Alberta

For the Employer:



Bill Johnson
Recording Secretary –
Maintenance/Office Representative



Neil Armitage
Executive Vice-President/
Assistant Business Agent




Zul Vira
Financial Secretary Treasurer

For the Union:



Lucille Fedkiw
Calgary Unit Chair



Shelley Wallace
COPE Local 397 Member

LETTER OF UNDERSTANDING

between

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

~ and ~

THE AMALGAMATED TRANSIT UNION (ATU), LOCAL 583

THE PARTIES AGREE:

- 1. AS PER THE NEW MANULIFE PLAN AND THE INCLUSION OF \$2000.00 HEALTH SPENDING ACCOUNT, THE HEALTH SPENDING REFERENCED IN 126.14 WILL NOT BE AVAILABLE TO COPE MEMBERS.**

INDEX

Administrative Assistant A.....	28
Administrative Assistant A – Salary Schedule.....	29
Administrative Assistant I.....	30
Administrative Assistant I – Salary Schedule.....	31
Administrative Assistant II.....	29
Administrative Assistant II – Salary Schedule.....	30
Arbitration Board.....	4
Article 100 – Purpose.....	1
Article 102 – Recognition.....	1
Article 102 – Term of Agreement.....	2
Article 103 – Discrimination.....	2
Article 104 – Payday.....	2
Article 105 – Union Security (Dues).....	2
Article 106 – Classification and Pay Plan.....	3
Article 107 – Grievance.....	4
Article 108 – Board of Arbitration.....	4
Article 109 – Dismissal.....	5
Article 110 – Wrongful Dismissal.....	5
Article 111 – Regular and Temporary Employee.....	5
Article 112 – Movement of Personnel.....	6
Article 113 – Sickness and Accident Benefit.....	7
Article 114 – Leave of Absence.....	7
Article 115 – Seniority.....	20
Article 116 – Vacations.....	21
Article 117 – Statutory Holidays.....	21
Article 118 – Overtime.....	22
Article 119 – Hours of Work.....	23
Article 120 – Coffee Break.....	23
Article 121 – Procedure for Relieving.....	24
Article 122 – Witness/Jury Duty.....	24
Article 123 – Union Representation.....	24
Article 124 – Safety.....	25
Article 125 – Automation and Job Security.....	25
Article 126 – General.....	25
Article 126.12.....	34
Automation and Job Security – Article 125.....	25
Bargaining Authority.....	1
Bargaining Unit Work.....	27
Board of Arbitration – Article 108.....	4
Casual Employees.....	5
Casual/Temporary.....	31
Casual/Temporary – Salary Schedule.....	31
Classification and Pay Plan – Article 106.....	3
Coffee Break – Article 120.....	23
COLA.....	31
Death in the Immediate Family.....	8
Death of a Close Personal Acquaintance.....	8
Discrimination – Article 103.....	2
Dismissal – Article 109.....	5
Examinations.....	20
Funeral Leave.....	8
General – Article 126.....	25
General Holidays.....	22
Grievance – Article 107.....	4
Grievance Procedure.....	4
Group Insurance Plan.....	26
Health Spending.....	35
Hours of Work – Article 119.....	23
Index.....	36
Job Security and Automation.....	25
Job Vacancies.....	6

Leave of Absence – Article 114	7
Letter of Understanding Re	
Health Spending	35
Reduced Hours for Alternated 4 Day Work-Week.....	33
Movement of Personnel – Article 112.....	6
Office Stewards.....	24
Overtime – Article 118	22
Parking	26
Payday – Article 104.....	2
Pension Plan.....	26
Probation	6
Procedure for Relieving – Article 121	24
Promotion	6, 24
Purpose – Article 100.....	1
Recall List	6, 20
Recognition – Article 102.....	1
Reduced Hours for Alternated 4 Day Work-Week.....	33
Reduction of Office Staff.....	6
Refund of Tuition Fees and Books	26
Regular and Temporary Employee – Article 111	5
Safety – Article 124.....	25
Salary Schedule – Administrative Assistant A.....	29
Salary Schedule – Administrative Assistant I	31
Salary Schedule – Administrative Assistant II.....	30
Salary Schedule – Casual/Temporary	31
Seniority – Article 115.....	20
Service Differential	25
Sickness and Accident Benefit – Article 113	7
Single Arbitrator.....	4
Statutory Holidays – Article 117	21
Technological Changes	25
Term of Agreement – Article 102	2
Union Activities.....	7
Union Label.....	25
Union Representation – Article 123.....	24
Union Security (Dues)– Article 105	2
Vacancy	7
Vacations – Article 116.....	21
Witness/Jury Duty – Article 122	24
Workers’ Compensation.....	25
Wrongful Dismissal – Article 110.....	5