

COLLECTIVE AGREEMENT

BETWEEN

CANADIAN ENERGY WORKERS ASSOCIATION
(Hereinafter referred to as the Employer)

And The

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES
LOCAL 458**
(Hereinafter referred to as the Union)

EFFECTIVE

January 1, 2019 to December 31, 2020

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ARTICLE 1.00 - TERM OF AGREEMENT AND PURPOSE

- 1.01 The purpose of this Agreement is to maintain a harmonious relationship between the Canadian Energy Workers, hereinafter referred to as the Employer, and its Employees who are members of the Canadian Office and Professional Employees Union Local 458, hereinafter referred to as the Union; 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 Employees; to promote and maintain such conditions of employment, and, in recognition whereof, the Employer and the Union agree as follows:
- 1.02 This agreement remains in force from January 1, 2019 to December 31, 2020 and from year to year thereafter, unless notice of intention to negotiate a replacement agreement is given, as required in Clause 1.03. All items agreed to will come into force and effect on January 1, 2019.
- 1.03 If either the Employer or the Union wishes to negotiate a new collective agreement to replace this agreement, they must give the other party notice consistent with the provisions of the *Labour Relations Code*.
- 1.04 If either party gives notice of their intention to negotiate a new collective agreement to replace this agreement, the parties shall meet and exchange proposals no later than what is provided for in the *Labour Relations Code*. The parties will then undertake negotiations for a new agreement.
- 1.05 The terms of this collective agreement will remain in effect and continue to bind the parties while negotiations are in process towards a new agreement and until a new collective agreement is established.
- 1.06 If negotiations reach an impasse, the parties may mutually agree to engage a mediator prior to forwarding unresolved issues to the arbitration board. The expenses of the mediator or the arbitration chair shall be shared equally by the parties.
- 1.07 Prior to the convening of an arbitration board, employees will have the opportunity to ratify those terms of the collective agreement that have been agreed to by the parties.

ARTICLE 2.00 - DEFINITIONS AND INTERPRETATION

- 2.01 For the purposes of this collective agreement,
"Casual Employee" means:
 - (a) an employee who
 - (i) works irregularly, on a call-in basis, for short-term emergency coverage
 - (ii) works for no more than 10 Days in any three-month period and no more than 40 Days in any 12-month period
 - (iii) is generally not directed to be at work at a specific time on a specific Day

"Employer" means the Canadian Energy Workers Association.

"Continuous Employment" means employment as a Probationary Employee or Permanent Employee that has been unbroken by termination.

"Day", unless modified, means a calendar day.

"Working Day" means a Day on which an employee is scheduled to work.

"Job Class" means each Job in CEWA with a unique title constitutes a separate Job Class.

"Job Posting" means a document that invites applications for a vacant Job or a new Job.

"Permanent Full-time Employee" means an employee who has been appointed to a permanent full-time Job and has completed a probationary period required by Article 11.00.

"Permanent Part-time Employee" means an employee who has been appointed to a permanent part-time Job, has completed a probationary period required by Article 11.00 and who works a regular schedule of reduced hours each Day or week, totaling 20 hours or more per week. The regularly scheduled hours of a Permanent Part-time Employee will not be more than 75 percent of the normal hours (on an annual basis) for the Job in which he is placed. Any overtime hours worked do not count toward the 75 percent calculation.

"Probationary Employee" means an employee who has been appointed to a permanent Job, full-time or part-time, and has not completed the probationary period of employment required by Article 11.00.

"Temporary Employee" means an employee who is hired on a full - time or part - time basis for work that extends for a period up to eight (8) months, that is not of a permanent or continuing nature and whose employment will be terminated when the work is completed.

"Term Employee" means an employee who is hired, either full-time or part-time, into an existing Job Class for a specific period of time. The Term Employee is subject to a probationary period as identified in Article 11.00, in accordance with the collective agreement.

- (a) A Term Job is for a period of eight to 24 months. The Employer and the Union will review the Job to determine if the Job should be made permanent.
- (b) A Term Employee will be paid a wage consistent with the Job Class into which he is hired.
- (c) A Term Employee will be eligible for all of the negotiated provisions of the collective agreement afforded to a Permanent Employee.
- (d) The Employer will provide notice to the Union of the name of the employee hired as a Term Employee as well as the Job Class, wage and duration of the term.

- (e) The Employer will provide notice to the Union if the term ends prior to the expiry of the Term Employee's contract. In this instance, the Employer will provide the Term Employee notice of its intention to terminate employment, as required by the Alberta Employment Standards Code but will be no less than two weeks.
 - (f) If a Term Employee is hired into a permanent Job, his continuous service date will be the date he was hired as a Term Employee.
- 2.02 Headings used throughout this collective agreement are inserted for reference purposes only and are not to be relied on in interpreting the collective agreement.
- 2.03 Where singular or masculine terms are used in this collective agreement, they shall be interpreted as including the plural or feminine, as the context requires.

ARTICLE 3.00 - PERMANENT PART-TIME, CASUAL, TEMPORARY AND TERM EMPLOYEES

- 3.01 A Permanent Part-time Employee may be required to work more than his regularly scheduled (pre-set) hours of work. When he does, he will be paid at his regular hourly rate of pay for time worked up to the normal hours for his Job Class.
- 3.02 The Employer will not use a Permanent Part-time, Casual, Temporary or Term Employee to displace any Permanent Employee or to reduce the regular hours of work of any Permanent Employee. This clause will not apply to cases where Article 4.00 (Job-sharing) applies.

ARTICLE 4.00 - JOB-SHARING

- 4.01 Two employees may apply to the Employer for permission to jointly fill one permanent Job.
- 4.02 The Employer is not obliged to agree to such a request.
- 4.03 If the Employer agrees to such a request, the two employees, the Business Manager or designate on behalf of the Employer and the President or Treasurer on behalf of the Union shall sign a Job-sharing agreement.
- 4.04 The Job-sharing agreement will set out the terms of the arrangement, including the right of either employee to withdraw from the arrangement after giving 14 Days notice.
- 4.05 If either employee involved in a Job-sharing agreement withdraws from the arrangement, the other employee must fill the Job on a full-time basis.
- 4.06 The Job-sharing agreement will include the Employer's right to terminate the arrangement if it proves unsatisfactory and will explain what will happen to the employees if the Employer withdraws its consent. The Employer agrees to notify the Union within 3 days.
- 4.07 Nothing in a Job-sharing agreement may contradict this collective agreement.

- 4.08 The Employer shall send the Union a copy of every Job-sharing agreement as soon as it has been signed.
- 4.09 Article 3.00 does not apply to Job-sharing as these employees are deemed to be working under a special arrangement as noted in this article.
- 4.10 Employees in a Job-sharing agreement qualify for overtime pay under Article 13.00 for hours worked in excess of eight hours in a Working Day even if they have not reached the normal daily or weekly hours for their Job Class. If both employees in the job-sharing agreement are required to be at work at the same time on a Working Day, one of the employees will be paid at the overtime rate of pay.

ARTICLE 5.00 - NEW EMPLOYEES

- 5.01 The Office Steward or a representative of the Union shall be given an opportunity to meet with each new employee during his first month of employment and during the regular Working Day, without loss of pay. This meeting will serve to acquaint the new employee with the benefits and duties of Union membership and his responsibilities and obligations to the Employer and the Union.

ARTICLE 6.00 - NOTICES

- 6.01 Except where otherwise provided in this collective agreement, any notice required to be given by this collective agreement will be in writing and will be delivered by e-mail, by hand, by mail or by facsimile.

- (a) Notices to the Union will be sent to the attention of the President and Treasurer of the Union at the Union's office, located at:

PO Box 11242
Edmonton, AB
T5J 3K5
Fax: 780-425-7753

- (b) Notices to the Employer will be sent to the attention of the Business Manager of the Company at the Employer's office, located at:

9908 106 Street
Edmonton, AB
T5K 1C4
Fax: 780-420-7881

Each party will notify the other of any changes to the organizational chart to facilitate the delivery of notices to the appropriate recipient.

Each party will notify the other of the address or secure facsimile number to which notices are to be sent and may, from time to time, change that information by notice to the other party.

6.02 Notice is deemed to be given:

- (a) on the Day after the notice is delivered by e-mail
- (b) on the Day after the notice is sent by courier
- (c) five full Days after the notice is mailed.

Saturdays, Sundays and holidays are excluded from time specifications outlined in Clause 6.02.

6.03 In the event of anticipated or existing postal disruption, all notices will be delivered by e-mail, by hand or by facsimile and not mailed.

ARTICLE 7.00 - UNION SECURITY

7.01 The Employer recognizes the Union as the exclusive bargaining agent for the members of the bargaining unit and recognizes the right of any bargaining unit member to be represented by a Union representative or member.

- (a) The Employer shall not ask bargaining unit members to make any written statement or verbal contract which contravenes this collective agreement.
- (b) Bargaining unit members shall not negotiate terms and conditions of employment, with the Employer, that contravenes this collective agreement.
- (c) The Employer shall provide notice of any mutual agreements made, and allowed under this collective agreement, to the Union

7.02 All employees, except Casual Employees shall maintain Union membership as a condition of employment and shall pay the dues established by the Union.

7.03 The Union representative or office steward shall have the right to contact members of the bargaining unit at their place of employment with respect to the collective agreement or its administration.

7.04 The office steward, within reason, and after notifying the Employer, may investigate and process grievances or confer with representatives of the Union or members during working hours without loss of pay.

7.05 Time off with pay shall be provided to a maximum sixteen (16) hours during Working Days for one (1) representative, to prepare for negotiations and to negotiate the collective agreement.

7.06 This collective agreement applies to all employees as established by the Alberta Labour Relations Board certificate No. 168-2014.

ARTICLE 8.00 - VIOLENCE, HARASSMENT AND DISCRIMINATION

- 8.01 The Employer shall provide a work environment that is free from violence, bullying, harassment and discrimination as set out in the *Occupational Health and Safety Act, Regulation and Code*.
- 8.02 The parties shall not discriminate against an individual on any basis prohibited by applicable labour and human rights legislation, including the *Alberta Human Rights, Citizenship and Multiculturalism Act*.
- 8.03 The Employer shall not discriminate against an employee because of his connection with the Union or activities related to the Union that are permitted by the Employer or the Union, sanctioned by the terms of the collective agreement or in accordance with those rights and privileges defined in the *Labour Relations Code*, the *Employment Standards Code* or any other applicable law.

ARTICLE 9.00 - MANAGEMENT RIGHTS

- 9.01 The Union recognizes that all functions, rights, powers and authority which the Employer has not specifically abridged, delegated or modified by this agreement are retained by the Employer.

ARTICLE 10.00 - CONTINUITY OF SERVICE

- 10.01 The Union will not directly or indirectly sanction, authorize or allow any stoppage of work or any action that restricts or limits service or production during the term of this collective agreement.
- 10.02 An employee will not become involved in any of the actions prohibited under Clause 10.01.
- 10.03 The Employer will not cause any lockout of employees.

ARTICLE 11.00 - PROBATIONARY PERIOD

- 11.01 A person hired for a Permanent, Permanent Part-time or Term Job will formally be appointed to that Job only after completing a probationary period.
- 11.02 The probationary period, which will not be more than six months in length, is designed to allow the Employer to assess an employee.
- 11.03 During the probationary period, the Employer may only terminate an employee for cause, acting in good faith, and only after fair and appropriate consideration.
- 11.04 The employee's performance will be documented in writing, reviewed and discussed between the Business Manager or designee and the employee, at a minimum monthly basis, during the probationary period. The final performance review will take place during the last 15 Days of the probationary period.

- 11.05 When the employee successfully completes the probationary period, he shall be formally appointed to the permanent Job. The appointment shall be confirmed, in writing, to the employee and the Union within seven Days of the end of the probationary period.
- 11.06 When an employee is hired for a permanent Job, the probationary period will be reduced as follows:
- (a) If the employee has been employed by the Employer in the same Job, the probationary period will be reduced by the period of time worked in that Job.
 - (b) If the employee has been employed by the Employer in Job-related duties for more than six months, the probationary period will be reduced by at least six months.
 - (c) If the employee has been employed by the Employer in Job-related duties for less than three months, the probationary period will be reduced by the actual amount of time the employee has spent in Job-related duties.

ARTICLE 12.00 - HOURS OF WORK

The hours of work stated in the article shall not be construed as a guarantee of any minimum or as a restriction of any maximum hours to be worked, but serve only as a basis for the calculation of overtime.

- 12.01 A Working Day shall be eight hours scheduled between 7:00 and 1800 hours.
- 12.02 If a shift change is required by the Employer that would impact the Working Day, but not subject to 12.04, the Employer shall provide seven calendar Days by written notice to the Employee(s) and copied to the Union, unless there is mutual agreement between the Parties.
- 12.03 The work week shall consist of 40 hours, Monday through Friday.
- 12.04 By mutual agreement between an employee and the Employer, the Working Day can be rescheduled, with 48 hours advance notice, to an eight hour Working Day between the hours of 7:00 and 1800 hours. This mutual agreement shall be in writing and signed by the affected employee and the Employer.
- 12.05 An unpaid lunch period of one hour shall be observed. This period may be reduced to a minimum of one-half hour, either short term or long term, by mutual agreement between the employee and the Employer. If the agreement is intended to be for more than one Working Day, it shall be in writing and signed by the affected employee and the Employer.
- 12.06 Those employees working an 8 hour day shall be permitted to receive two paid rest periods per day of 15 minutes each, one in the morning and one in the afternoon.
- 12.07 There will be a minimum of one paid rest break of 15 minutes per four hour paid shift.

ARTICLE 13.00 - OVERTIME

- 13.01 The overtime rate of pay is time and a half (1.5 x) the employee's regular hourly rate of pay for the first two (2) hours of overtime and twice (2.0 x) the employee's regular hourly rate of pay thereafter, unless clause 13.05 (b) is applied. If the employee is scheduled to work Saturday or Sunday overtime will be paid at twice (2.0 x) the employees regular hourly rate of pay. All overtime will be distributed as evenly as possible.
- 13.02 **Unscheduled Overtime:** When overtime is required by the Employer, it shall first determine if its requirements can be met from those employees willing to work overtime and only in the event of insufficient qualified employees being available will the employer be able to direct the employees to work overtime.
- 13.03 **Scheduled Overtime:** There may be work – related activities that take place outside the hours of work as outlined in Article 12:00. An employee who is scheduled (with 24 hour notice) to participate in activity outside his normal hours of work shall be considered as scheduled overtime.
- 13.04 An employee required to work overtime following the completion of their scheduled hours of work will be eligible for a meal break of one-half (1/2) hour without loss of pay, following completion of two (2) hours overtime, provided overtime is to continue.
- 13.05 An employee will be scheduled to travel during the normal Working Day when required to travel for training or work – related activities
- (a) If, due to Employer requirements, the employee is not able to travel during the normal Working Day, the employee will be paid at the overtime rate for all such travel time.
 - (b) By mutual agreement with the Employer, alternate arrangements may be made in the interest of the employee's work-life balance, in accordance with the following:
 - (i) Travel may be allowed outside the Working Day and paid at straight time if, for example, the employee preferred to travel on Sunday to participate in training held on Monday.
 - (ii) The exception, in (b) (i) above, will not be unreasonably withheld.
 - (c) Mileage shall be consistent with the per kilometer rate identified as per the Employer policy
- 13.06 Under no circumstances shall a Working Day exceed 12 hours in length, including travel time.

ARTICLE 14.00 - BANKED TIME

- 14.01 An employee who works overtime under Article 13.00 may choose to bank that time for future use.

- (a) An employee may bank some or all overtime worked at applicable straight time rate.

Example:

2 hours at 1.5 x OT rate = 3 banked hours

2 hours at 2.0 x OT rate = 4 banked hours

- 14.02 An employee is able to bank and withdraw to a maximum of 48 hours per calendar year.
- 14.03 Approval to take time off under this article will not be unreasonably withheld if it can be accommodated.
 - (a) The withdrawal of time banked is administered by verbal approval followed by completion of the required documentation or by completion of the withdrawal documentation and required approvals by the Employer.
 - (b) The employee will, wherever possible, provide at least five Days advanced notice for the withdrawal of banked time, recognizing that the greater the notice, the greater the possibility to accommodate the employees request and ensuring the operation needs of Employer are met.
 - (c) The Employer will make reasonable effort to grant the approval to use bank time in situations where no notice has been given, provided the business needs of CEWA can be met.
 - (d) The withdrawal of banked time can be cancelled with 24 – hours notice for operational emergencies.
- 14.04 An employee may take all of his banked time in one allotment or may take banked time in increments as small as a one-hour period.
 - (a) Banked time can be combined with other time off entitlements, such as vacation and personal days.
 - (b) Banked time can be used before other time off entitlements.
- 14.05 An Employee may request to have banked time paid out.
 - (a) Banked time may be paid out any time during the calendar year, upon the written request of the employee.
 - (b) Banked time will be paid at the employee's hourly rate of pay at the time the banked time is paid out.
- 14.07 Any remaining banked time not used or scheduled to be used by December 31, will be paid out in the last pay day in December.

ARTICLE 15.00 - HOLIDAYS

15.01 Subject to clause 15.02, an employee will receive a Day off with pay for each of the following holidays:

New Year's Day	Civic Holiday
Alberta Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Sunday	Remembrance Day
Victoria Day	Christmas Day
Canada Day.	Boxing Day

15.02 An employee scheduled to work on a holiday will be paid:

- (a) the normal Day's pay, as provided for his scheduled hours of work and
- (b) the overtime rate for the hours actually worked.

15.03 The following rules apply when a holiday falls on a Saturday or Sunday:

- (a) Easter Sunday shall be observed on the following Monday.
- (b) For any other holiday, the Employer may request, subject to mutual agreement, that the holiday be observed on the previous Friday or the following Monday.
- (c) Boxing Day will be observed on the first Working Day following the Day on which Christmas is observed.
- (d) The Employer will post, at least one month prior to a holiday, a notice as to when a holiday is to be observed.

ARTICLE 16.00 - ANNUAL VACATION

Except as otherwise noted, the provisions of Article 16.00 apply to a Probationary Employee, and a Permanent Employee.

16.01 An employee is entitled to annual vacation with regular pay on the following basis:

- (a) Vacation is calculated and displayed as per the Vacation Entitlement Table in Clause 16.01 (d).
- (b) An employee earns a portion of his vacation entitlement each pay period.
- (c) In the first calendar year of employment, an employee's vacation entitlement is prorated, based on the employee's date of hire. Prorated hours are rounded up to the nearest half day. The employee is eligible to take a prorated number of vacation hours between his date of hire and the end of the calendar year in which he was hired.

Vacation Entitlement X Remaining Days in the Calendar Year (from date of hire)
365 Days/year

- (d) Following the year of hire, a Permanent Employee is entitled to take his full vacation entitlement, as provided for in the Vacation Entitlement Table, on January 1 of each year.

Increased vacation entitlement is effective January 1 of the year in which an employee qualifies for the increased vacation entitlement.

VACATION ENTITLEMENT TABLE

Completed Years of Service in the Calendar Year	Annual Vacation Entitlement	Annual Vacation Entitlement (based on 7.5 hours/Working Day)	Annual Vacation Entitlement (based on 8 hours/Working Day)	Annual Vacation Entitlement (based on 12 hours/Working Day)
0-6	3 weeks/15 Days	112.5 hours	120 hours	120 hours
7-15	4 weeks/20 Days	150 hours	160 hours	160 hours
16-23	5 weeks/25 Days	187.5 hours	200 hours	200 hours
24 years +	6 weeks/30 Days	225 hours	240 hours	240 hours

VACATION ENTITLEMENT REFERENCE TABLE

Year Hired	4 Weeks as of January 1,	5 Weeks as of January 1,	6 Weeks as of January 1,
2006	n/a	2022	2030
2007	2014	2023	2031
2008	2015	2024	2032
2009	2016	2025	2033
2010	2017	2026	2034
2011	2018	2027	2035
2012	2019	2028	2036
2013	2020	2029	2037
2014	2021	2030	2038
2015	2022	2031	2039
2016	2023	2032	2040

16.02 An employee's vacation entitlement is documented on his biweekly statement of earnings and deductions.

- (a) Vacation entitlement is recorded in hours.
- (b) Vacation entitlement is displayed as a negative balance if an employee uses vacation entitlement before it is fully earned.
- (c) An employee who leaves the Company while his vacation entitlement reflects a negative balance is required to repay those hours to the Company.

- 16.03 A Casual or Temporary Employee is paid vacation pay in the amount of six percent of their regular pay.
- 16.04 A Permanent Part-time Employee is entitled to annual vacation with regular pay, on a prorated basis. A Permanent Part-time Employee is paid vacation pay for hours worked in excess of his normal hours; however, vacation pay does not apply on overtime hours where premium overtime rates apply.
- 16.05 The following rules apply to scheduling vacation time:
- (a) Vacation may be taken at any time during the calendar year, by mutual agreement between the employee and the Employer, provided the scheduling is arranged to meet the work schedules of the Company. Vacation time off will not be denied on the basis of an employee not having earned his eligible entitlement.
 - (b) The employee may take vacation in half Day or one Day increments, provided the scheduling is arranged to meet the work schedules of the Company.
 - (c) If a holiday falls within an employee's vacation, the vacation time will be extended by one Working Day, equal to the greater of the daily scheduled hours worked immediately before or immediately after the vacation.
- 16.06 For the purpose of this article, statutory holidays and annual vacation count as Days worked.
- 16.07 An employee who is absent from work for one or more of the following reasons earns vacation entitlement as follows:
- (a) Short Term Disability – The employee continues to earn vacation entitlement during short term disability up to 17 weeks.
 - (b) Leave due to Work-related Injury – The employee continues to earn vacation entitlement during WCB up to 17 weeks.
 - (c) Leave with Pay – The employee continues to earn vacation entitlement.
 - (d) Maternity Leave – The employee continues to earn vacation entitlement during the disability portion of the leave; no vacation is earned on the remainder of the leave.
 - (e) Long Term Disability – When an employee's status changes to long term disability, he ceases to earn vacation.
 - (f) Parental Leave – The employee does not earn vacation while on parental leave.
 - (g) Leave of Absence without Pay – The employee does not earn vacation while on approved leave of absence without pay greater than two weeks.
- 16.08 An employee's years of continuous service remain intact while the employee is absent from work for the causes outlined in clause 16.07.

16.09 An employee may apply, in writing, to the Employer for permission to carry over to the following year, up to five (5) days' vacation entitlement. This request shall not be unreasonably denied.

ARTICLE 17.00 - CALL OUT

17.01 An employee will be paid at the overtime rate when called out to perform work outside his normal Working Day or hours.

17.02 An employee who is called out

(a) Within two hours of the start of his regularly scheduled Working Day will be paid for the time actually worked before the start of his normal Working Day or for two hours.

(b) Within one hour after the regularly scheduled Working Day will be paid for the time actually worked or for two hours, whichever is greater.

(c) At any other time will be paid for the time actually worked or for two hours, whichever is greater.

17.03 Travel time to and from the specified job site will be added to the time actually worked.

17.04 An employee will be paid consistent with the per kilometer rate identified in Employer policy for all kilometers travelled when called out.

17.05 An employee who is called out is deemed to be on duty for the minimum period set out in clause 17.02 or until the work for which he has been called out is completed.

ARTICLE 18.00 - WITNESS OR JURY DUTY

18.01 An employee subpoenaed for jury selection, jury duty or as a witness will be paid full wages as though he were in the normal course of his duties. Proof of attendance may be required.

18.02 Any witness fees or jury fees paid to the employee for this appearance are to be given to the employer.

ARTICLE 19.00 - BOARD, LODGING AND TRAVEL

19.01 When an employee is required to perform related duties away from the Employer's office as identified in 6.01 (b), all applicable board, lodging and travel expenses shall be paid in accordance with "Allowable Expenses" as noted in the Employer's Manual.

ARTICLE 20.00 - BEREAVEMENT LEAVE

- 20.01 An employee is entitled to bereavement leave in the event of a death of a spouse, including common law spouse and same sex partner, parent or child of an employee, the employee shall be granted bereavement leave of five (5) working days with pay. Additional time without pay may be granted by the Employer upon request.
- 20.02 In the case of death of the employee's Mother-in-law, Father-in-law, Brother or Sister, or Brother-in law, or Sister-in law, grandparent, grandparent's spouse (common-law or same sex partner), or grandchildren, the employee shall be granted bereavement leave of three (3) working days with pay to attend funeral or memorial services. Additional time without pay may be granted by the Employer upon request.
- 20.03 An employee will be allowed bereavement leave for an individual not listed in Clause 20.01 and 20.02, at the discretion of the Employer. This discretion includes authorization of time off without pay where deemed appropriate. In these circumstances, the employee will put forward their request in writing, and the Employer will provide a written response to the employee within 24 hours.
- 20.04 Bereavement leave, per occurrence must be used within a twelve month period.

ARTICLE 21.00 - TERMINATION OF SERVICE

- 21.01 A Permanent Employee shall give the Employer notice of intention to terminate employment as follows: a one-week notice if the employee has less than two years service; a two-week notice if more than two years service.
- 21.02 The Employer shall give all non-permanent employees notice of its intention to terminate employment as required by the *Alberta Employment Standards Code*.
- 21.03 Subject to an employee's right to submit a grievance, an employee may be discharged for just cause without notice or pay in lieu thereof.
- 21.04 The Employer will provide the Union with notice of intent to terminate an employee, with adequate time to enable the Union to arrange for representation.
- 21.05 The Employer will advise the employee of his right to representation prior to the commencement of the meeting and will provide the employee with written notice upon termination. A copy of this notice will be provided to the Union.

ARTICLE 22.00 - MATERNITY AND PARENTAL LEAVE AND OTHER LEAVES

- 22.01 This article expands on the provisions contained in the *Alberta Employment Standards Code* and the Federal Employment Insurance maternity and parental benefits. That legislation sets out the eligibility, entitlements and notice periods required.
- 22.02 If, during the 12 weeks immediately before the estimated date of delivery, the pregnancy of the employee interferes with the performance of her duties, the Employer may give the employee written notice requiring her to begin maternity leave if modified duties are not

available. This clause may not be used if the employee is absent from work for medical reasons, as certified by a physician.

- 22.03 An employee who chooses not to take parental leave is entitled to a Day off, with pay, when his child is born or adopted, provided he was scheduled to work that Day.
- 22.04 On return from maternity or parental leave, an employee is eligible to take an advance of up to two weeks of his vacation entitlement.
- 22.05 All other Job-protected leaves are available as per the *Alberta Employment Standards Code*.

ARTICLE 23.00 - GRIEVANCE PROCEDURE

- 23.01 If any difference concerning the interpretation, application, operation or any alleged violation of this agreement or any question as to whether any difference is arbitrable arises between the parties or persons bound by this collective agreement, such parties or person shall meet and endeavor to resolve the difference.

If either party fails to process the grievance within the established time limits, that party will be deemed to have conceded the grievance in favour of the other party and all remedies, identified in the applicable grievance document, will be immediately enacted.

- 23.02 The parties agree that any potential grievance should be resolved as early as possible and wherever possible, by the employee and the Employer.
 - (a) An employee may be assisted and represented by the Union at any step of this grievance procedure.
 - (b) Before submitting a grievance, the employee will try to settle the disagreement through discussion with the Employer.
 - (c) Discussions should be held as soon as possible after the act that gave rise to the disagreement.
 - (d) The parties agree that the employee will not be prevented from submitting a grievance in situations where discussions with the Employer are not possible.

STEP 1

- 23.03 The grievance shall be filed with the Employer, in writing, within 15 Days of becoming aware of the act giving rise to the grievance unless circumstances beyond the control of the aggrieved party prevents such filing.
 - (a) The grievance will include:
 - (i) the nature of the grievance
 - (ii) the date of occurrence

- (iii) the circumstances out of which the grievance arose
 - (iv) the requested remedy
 - (v) the clauses in issue, and
 - (vi) the signature of the employee(s) or the party submitting the grievance.
- (b) The Employer shall reply to the grievor and the Union, in writing, within seven Days of receipt of the grievance.

STEP 2

- 23.04 If the grievance is not resolved at Step 1, the matter shall be referred to a grievance committee composed of two nominees from the Union and two nominees from the Employer.
- (a) The parties shall, within five Days, exchange all pertinent information.
 - (b) The grievance committee shall meet to hear the grievance within ten Days of the Step 1 decision.
 - (c) A written report shall be provided to each party, within three Days of the grievance committee meeting, advising of the decision.
- 23.05 If the grievance committee is unable to resolve the grievance, either party may submit the grievance to arbitration by providing notice, in writing, to the other party, within seven Days of the written report.
- 23.06 Within fourteen Days of the date of notice, each party shall select their nominee to the arbitration board and give notice to the other party.
- 23.07 The two nominees will select a Chair of the arbitration board within seven days. If agreement cannot be reached within seven days, the nominee representatives will request the appointment of a Chair in accordance with the Minister of Employment, Immigration and Industry for Alberta.
- 23.08 Notwithstanding clauses 23.06 and 23.07, the parties may agree to refer a particular grievance to a single – person arbitration board.
- 23.09 The decision of the Arbitrator shall not alter, amend, add to or change the terms of this collective agreement. He has no jurisdiction to determine any matter other than the grievance before him. Notwithstanding, his decision on the matter before him, is final and binding on the parties.
- 23.10 The parties shall pay the expenses of their respective nominee. The expenses of the chair are shared equally by the parties, where arbitration is conducted by a single arbitrator under clause 23.08, the expense of the arbitrator are shared equally by the parties.

Calculation of Time

23.11 Whenever a time limit is imposed in this article the following rules apply:

- (a) Saturdays, Sundays and holidays will not be included in calculating time.
- (b) If either party fails to process the grievance within the time limits established, that party will be deemed to have conceded the grievance in favour of the other party.
- (c) The parties may jointly agree to extend time limits or to waive steps contained in this Article. Any extensions and/or waivers must be documented in writing.

ARTICLE 24.00 - EXCLUDED PERSONNEL

- 24.01 The Union and the Employer agree that it is important to promote the value of working together and teamwork within the workplace.
- 24.02 The Employer will not cause its management or supervisory staff to routinely do work that would otherwise be assigned to members of the Union.
- 24.03 The Union recognizes the need for and agrees to the use of volunteers in the operation of CEWA. The Employer will not use volunteers to replace, either in total or on a partial basis, employees covered by this Agreement.

ARTICLE 25.00 - UNION DUES

- 25.01 The Employer agrees that all employees hired as a Probationary Employee, Permanent Full-time Employee, Permanent Part-time Employee, Term or Temporary Employee shall be members of the Union.
- 25.02 A Casual Employee shall be required to pay dues of 1.5% of regular wages.
- 25.03 The Employer will deduct dues, as established, from the employee's pay each pay period and send the money to the Union within 15 Days.
- 25.04 The Employer will provide the Union with a report each pay period that shows the name, classification and amount of dues deducted for every member of the bargaining unit.

ARTICLE 26.00 - APPENDICES

- 26.01 The appendices, including wage schedules, together with the notes applying to these schedules shall form part of this collective agreement.
- 26.02 Any changes to this collective agreement, as officially agreed to and signed by both parties, shall be attached to and form part of this collective agreement.

ARTICLE 27.00 – BENEFITS

27.01 Article 27.00 is not applicable to Casual or Temporary Employees.

27.02 The Employer currently provides a comprehensive pension and benefits package through the Chamber of Commerce Group Insurance Plan (“the Plan”). The contents of this Plan are not contained in this collective agreement.

The Union recognizes the right of the Employer to enhance any parts of this Plan. The Employer will provide thirty (30) Days written notice to the Union of any provisions to the Plan which require alterations.

If the Employer and/or the Union have concerns during the life of the Agreement, as to the interpretation application or administration of the Plan, they will meet in an attempt to resolve the concerns.

The Employer recognized the right of the Union to access the grievance procedure should the Employer terminate the Employer Benefit Policy or modify or reduce the benefits provided by the policy, in contravention of the provisions set out above.

27.03 RRSP Benefits/ Pension

(a) This RRSP plan is administered by Investors Group

- (i) The Employer will provide an RRSP contribution to a Permanent Full – time, Permanent Part – time and Term Employee at a rate of six (6%) of gross pay.
- (ii) An employee may designate an amount of his choice to be contributed to this fund through payroll deduction.

Other employee benefits such as Parking, Alberta Health Care Insurance Premium and Sick Leave Provisions shall be contained in an Employer’s Policy.

27.04 Health Care Spending Account

The Employer will reimburse Employees for receipted expenses up to a maximum of two hundred fifty (\$250.00) dollars annually for the Health Care Spending Account.

To qualify for reimbursement from the Health Care Spending Account, the expense must be a qualified medical expense under the Income Tax Act (Service Canada).

27.05 Health and Fitness

The Employer will reimburse Employees for receipted expenses up to a maximum of two hundred and fifty (\$250.00) dollars (single rate) and five hundred (\$500.00) dollars (family rate) annually for gym, fitness centre or community centre membership, or for fees for fitness classes, weight loss programs, smoking cessation and nutritional counseling.

ARTICLE 28.00 - LAYOFFS

- 28.01 No Permanent Full-time Employee shall be laid off or have their hours of work reduced while any Permanent Part-time, Term, Temporary or Casual Employee is retained.
- (a) No work shall be assigned or re-assigned to a non-Union employee so as to contribute to the layoff of a Permanent Full-time, Permanent Part-time, Temporary or Term Employee.
 - (b) There shall be no lay off of an employee as a result of the use of volunteers.
- 28.02 In all other circumstances, in the event of a layoff, the Employer shall, in consultation with the Union, first attempt to place the employee in another Job within CEWA. In deciding among Permanent Employees, the Employer shall, with 30 Days notice to the Union and the affected employee, select the employee with the least amount of service for layoff first.
- 28.03 The following rules apply in the event of an increase in the staff within one year following layoffs:
- (a) Employees will be rehired on a last out-first in basis.
 - (b) The former employee must be prepared to report to work with the Employer within 30 Days of the date on which the Employer mailed the letter.

ARTICLE 29.00 - DISCIPLINE

- 29.01 The parties agree that all discipline is significant and can have serious consequences. They further acknowledge that discipline is progressive and may range from a verbal warning to termination.
- 29.02 The Employer recognizes the right of any bargaining unit member to be represented by the Union at any stage of this process.
- 29.03 The Employer will not take disciplinary action until the matter has been investigated to determine the employee's responsibility.
- (a) The employee involved will be informed that the Employer is conducting an investigation unless deemed by the employer that informing the employee would hinder the investigation. The employer will notify the Union in this circumstance.
 - (b) The investigation will gather and document relevant facts and shall provide an opportunity for the employee involved to explain his/her actions.
 - (c) At the conclusion of the Employer's investigation, the Employer will provide a copy of the investigation report and discuss the results of the investigation and any proposed actions with the Union.
 - (d) The Employer shall provide the Union and the employee with a summarized copy of the investigation report and a written record should any discipline measures be taken.

- (e) Any warnings or discipline, either verbal or written, shall be removed from the employee's personnel file within two (2) years of the date of incident and shall not be held against the employee in the future.

29.04 Discipline imposed under this article may be the subject of a grievance under the grievance procedure established in this collective agreement.

ARTICLE 30.00 - WAIVER OF SPECIFIC CLAUSES

30.01 The Union or the Employer may, from time to time, ask the other party to waive one or more provisions of the collective agreement in a particular set of circumstances for the purpose of managing the Employer's business or the employees' interests. Either party may, upon due consideration, waive such provision or provisions for the benefit of the employees or the Employer.

30.02 Upon receiving such a request, the Union or Employer shall review it, along with any documentation provided by the other party, and shall provide a response as soon as practical under the circumstances.

30.03 Any waiver by the Union or Employer pursuant to this article applies only to the specific request made by the requesting party. Should a further waiver of the same clause be desired on a subsequent occasion, the procedure outlined in Clauses 30.01 and 30.02 shall apply.

ARTICLE 31.00 - CONTRACTING OUT

31.01 The Employer shall use members of the bargaining unit for work required by the Employer.

31.02 The Employer will not contract out any work associated with the bargaining unit if doing so would reduce the number of regular employees or reduce the hours of work.

31.03 The Employer will notify the Union of any work contracted by the Employer.

ARTICLE 32.00 - PERSONAL DAYS

32.01 Employees are eligible for thirty – two (32) hours of personal leave, with pay, in each calendar year, and may be taken in hourly increments.

32.02 Where possible an employee will provide at least forty – eight (48) hours notice prior to taking leave. It is understood that there will be situations where forty – eight (48) hours notice cannot be given due to personal emergencies or short notice situations. Notice given less than forty – eight (48) will not be sufficient grounds to deny the leave.

32.03 Personal days may be used to attend to such things as emergent family situations. Employees are encouraged, wherever possible, to use personal days for medical/dental appointments.

32.04 Any unused time in personal leave that remains at the end of a calendar year will expire and does not carry over in the next year.

ARTICLE 33.00 - COMPASSIONATE CARE LEAVE

33.01 An employee may apply for a leave, without pay, to provide compassionate care to a gravely ill family member, as defined under *Alberta Employment Standards Code*.

- (a) The Employer will not unreasonably deny requests for compassionate care leave.
- (b) The Employer agrees to reinstate the employee in the position occupied when the compassionate care leave commenced.

APPENDIX "A"- WAGE RATES SCHEDULE

(Effective January 1, 2019)

CURRENT EMPLOYEES

(Payroll #1 and Payroll #2) Administrative Assistant - \$35.05

NEW EMPLOYEE ADMINISTRATIVE WAGE GRID

Start Rate	After 1 Year	After 2 Year	After 3 Year
\$18.00	\$21.00	\$24.00	\$27.00

Note: Should a new employee be provided with credit for previous experience they will slot into the appropriate rate and follow the progression time periods from then on.

APPENDIX "B" - SIGNING PAGE

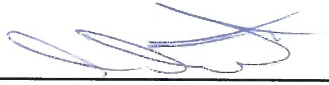
Signed this 5th day of March, 2019 in the City of Edmonton, Alberta.

ON BEHALF OF:

THE EMPLOYER:

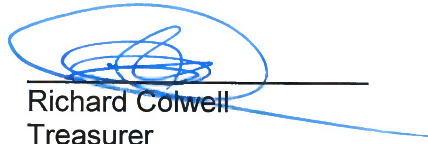


Christine Robinson
Business Manager



Ben Christians
Vice-President

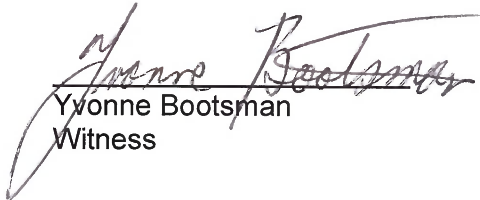
THE UNION:



Richard Colwell
Treasurer



Maureen Werlin
President



Yvonne Bootsman
Witness

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