

COLLECTIVE AGREEMENT

between

Canadian Union of Public Employees Local 474
(hereinafter referred to as “the Union”)



- and -

Friends of Medicare
(hereinafter referred to as “the Employer”)



**Friends of
Medicare**

Protecting, Strengthening,
and Expanding Public Health Care

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PREAMBLE *

- (1) Friends of Medicare and the Canadian Union of Public Employees Local 474 agree that our work takes place on the land referred to as Treaty 4, 6, 7, 8, and 10 which are the traditional meeting grounds and home to many diverse Indigenous Nations. Our work will reflect the intention of the Treaties, the intention of peace, friendship and understanding in establishing is an orderly collective bargaining relationship between the Employer and the Employees covered by the Union's certification number CR-05230, BR-117810.
- (2) To provide an amicable method of settling differences or grievances, which, may arise between the Employer and Employees.
- (3) To promote the mutual interests of the Employer and the Employees.

ARTICLE 1 - RECOGNITION AND NEGOTIATION

- 1.01 The Employer recognizes the Canadian Union of Public Employees and its Local 474 as the sole and exclusive collective bargaining agent for all Employees as listed in "Appendix A" or within such new categories as may from time to time be agreed to and established by the parties and hereby agrees to negotiate with the Union, a Union Representative and/or any of its authorized committees.
- 1.02 No Employee shall be required or permitted to make a written or verbal agreement with the Employer or his representatives which may conflict with the terms of this Collective Agreement.
- 1.03 The Employer recognizes that the Union and its members may have the assistance of a Canadian Union of Public Employees representative during communications with the Employer and in exercising its rights as outlined in this Collective Agreement.
- 1.04 All Employees of the Employer, as a condition of continued employment, shall become members of the Union.
- 1.05 The Employer agrees to allow a Shop Steward and/or a Union Representative or Union's designate up to sixty (60) minutes to do a Union orientation presentation for all Employees who are hired after ratification. This orientation time for all Employees shall be treated as time worked for the Employer and compensated. The orientation meeting shall take place in the break room or other suitable office space. Employer management and anyone excluded from the bargaining unit shall not be present at Union orientation meetings. The Employer agrees to work with the Union in order to facilitate this process within the first month of work for all new staff.

ARTICLE 2 - CHECK-OFF OF UNION DUES AND CORRESPONDENCE

- 2.01 **UNION DUES**
 - a. The Employer shall deduct from every Employee, any dues and/or initiation fees assessed by the Union.

- b. Union dues and Deductions referred to in this Article shall be forwarded to the Union in a mutually agreed upon manner.

2.02 CORRESPONDENCE

The Union shall be notified in writing of any of the following information: job postings, temporary assignments, and any extensions to temporary assignments exceeding thirty (30) calendar days, acting appointments, extensions to trial periods, hirings, promotions, demotions, transfers, changes to FTE's, layoffs, recalls, extended leaves of absence, resignations, reprimand letters, suspensions, terminations, retirements and deaths. In each instance, the location of the Employee will be identified. In the case of transfers, reprimand letters, or terminations, the reasons for the action will be included in the notification.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Employer has the right to maintain order and efficiency, and to hire, promote, classify, transfer, layoff, and discharge for just cause Employees in the Bargaining Unit.

ARTICLE 4 – DEFINITION OF EMPLOYEES*

4.01 Permanent Employee

A Regular Permanent Employee is any person employed on a full-time permanent basis as per Article 8.01.

4.02 Permanent Part-Time Employee

A Regular Permanent Part-Time Employee is any person employed on a continuing basis for less than normal hours of work or work week. Permanent 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 as per Article 8.02.

4.03 Term Employee

A Term Employee is one hired by the Employer for a specific job for a specific period of time. Should continuous employment exceed one year, the Employee will be considered a Permanent Employee and seniority will date back to original date of employment. Term Employees shall be covered by the terms and conditions of this Collective Agreement, with the following exceptions:

- (a) Article 14.03, 14.04, 14.05. The provisions contained in Article 14.03 may be applied to Term Employees, upon consultation with and approval of the Employer.

- 4.04 On the date employment commences the Employer or his Representative shall make known to all new Employees:

- i) the policies and procedures of the organization
- ii) the Employee's category and a clear job description in the bargaining unit
- iii) the specific duties the Employee is expected to perform
- iv) to whom the Employee is directly responsible
- v) all known health and safety hazards and appropriate policies as per the Occupational Health and Safety Act, Regulations and Code.

ARTICLE 5 - UNION REPRESENTATION

- 5.01 The Employer shall recognize the Representative(s) as selected by the Union for the purposes of collective bargaining, agreement administration, and general Union business, as the sole and exclusive Representative(s) of all Employees within the bargaining unit as defined in Article 1 of this Agreement.
- 5.02 The Union shall notify the Employer in writing of the names of its Representative(s).
- 5.03 The Representative(s) of the Union shall have the right to contact the Employees at their place of employment on matters respecting the Agreement or its administration. The Union will obtain authorization from the Employer as to the appropriate time for such contact before meeting the Employees.
- 5.04 Union Representative(s) shall be entitled to leave their work during working hours in order to carry out their functions under the Agreement, including the investigation and processing of grievances, attendance at meetings with management, participation in negotiation, conciliation, mediation and arbitration. Permission to leave work during working hours for such purposes shall first be obtained from their immediate supervisor, but such permission shall not be unreasonably withheld.

ARTICLE 6 - PROBATIONARY PERIOD

- 6.01 Upon initial employment in a regular position, an Employee shall serve a probation period of ninety (90) calendar days from the date of hire. The probation period may be extended by mutual agreement in writing by the Union, the Employee and the Employer.
- 6.02 During the probationary period, a probationary Employee may be terminated at any time by the Employer.

ARTICLE 7 – NON-DISCRIMINATION/HARRASSMENT

- 7.01 **NO DISCRIMINATION**
The Union and the Employer agree that there shall be no discrimination exercised or practiced with respect to any Employee in the matter of hiring, assigning wage rate, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or any other action by reason of age, race, creed, colour, ancestry, national origin, religion, sexual orientation, sex, gender identity, gender expression, marital or parental status, family relationship, place of residence, handicap, nor by reason of their membership.
- 7.02 **NO HARASSMENT**
The Union and the Employer agree to there shall be no harassment in the workplace.

Definition:

“Harassment” means any objectionable conduct, comment or display by a person that:

- Is directed at a worker;
- Is made on the basis of race, creed, religion, colour, sex, sexual orientation, gender identity, gender expression, marital status, family status, disability, physical size or weight, age, nationality, ancestry or place of origin; and
- Constitutes a threat to the health or safety of the worker.

Worker Right

Every worker is entitled to a working environment that is free of harassment.

Employer Obligation

This Employer will ensure that no worker is subjected to harassment at this place of employment.

Worker Obligation

No worker shall cause or participate in the harassment of another worker.

Procedure for dealing with Harassment Concerns

All complaints will be taken seriously. The rights of all concerned will be respected. Workers are encouraged to use these steps to address incidents of alleged harassment internally.

- A worker who believes that they have been subjected to harassment is encouraged where it is appropriate to do so, to first clearly and firmly make known to the Respondent that the harassment is objectionable and must stop.
- Where this cannot be done, or is unsuccessful, the worker should report the alleged harassment to the Employer or the Union.
- Either the Employer or the Union may engage the services of a mutually agreed upon independent investigator to conduct a confidential, impartial investigation. Costs of the investigation will be shared between the Employer and the Union.
- The investigator will receive the complaint of harassment, and they shall immediately bring the complaint to the attention of the Union, the Employer and the Respondent with information concerning the circumstances of the complaint; and then the undertake the investigation.
- Upon conclusion of the investigation, the investigator must prepare a written report summarizing the steps taken during the investigation. The report will also set out findings of fact and come to a conclusion about whether workplace harassment was found or not. A copy of this report will be given to the Employer and the Union.

Resolution and Corrective Action

Where harassment has been substantiated, the Employer will take appropriate corrective action to resolve the complaint. Where harassment has not been

substantiated, no action will be taken against a worker who has made a complaint in good faith.

Confidentiality

This Employer will not disclose the identity of the worker or the circumstances of the complaint, except where disclosure is necessary for the purpose of investigating or taking disciplinary action in relation to the complaint, or where such disclosure is required by law.

External Complaints

Nothing in this policy prevents or discourages a worker from referring a harassment complaint to the Alberta Human Rights and Citizenship Commission. A worker retains the right to exercise any other legal avenues available.

7.03 POLITICAL FREEDOM

Bargaining unit staff shall not be hindered or impeded in any way by their Employer from exercising their legal rights as citizens, nor shall they suffer any penalties because of the exercise of such legal rights. Employees have an obligation to execute the policies and decisions of the employer. However, the employee is free to express views, in a personal capacity that does not contradict the stated policies and positions of the employer.

ARTICLE 8 – HOURS OF WORK*

8.01 a) The normal work week for a Permanent full-time Employee shall consist of forty (40) hours with regular hours from 8:30 AM to 4:30 PM, Monday to Friday. Due to the business of the Employer, the hours of work may be variable at times and may include evenings and weekends, however, the regular hours of work for full-time Employees shall be eight (8) hours per day. Any hours over eight (8) hours per day or forty (40) hours per week, will be considered overtime. Two (2) weeks' notice shall be provided to the Employee in the case of having to adjust the hours of work.

b) During the regular work day, Permanent Full Time Employees will be a paid a one-half hour meal break at a mutually agreed time plus two paid rest periods of fifteen (15) consecutive minutes each.

8:02 a) The hours of work for Permanent Part Time Employees shall be between the hours of 8:30 a.m. and 4:30 p.m. Monday through Friday and may be varied by mutual consent between the Employer and the Employee. Due to the business of the Employer, the hours of work may be variable at times and may include evenings and weekends. Two (2) weeks' notice shall be provided to the Employee in the case of having to adjust the hours of work.

b) Permanent Part Time Employees are entitled to a paid fifteen (15) consecutive minute rest period for each three (3) hours worked up to a maximum of two (2) per day.

ARTICLE 9 – OVERTIME*

- 9.01 All overtime must be authorized by the Employer. Overtime for a Permanent Full Time Employee shall be paid at one and one half (1.5) times the basic hourly rate for any work in excess of eight (8) hours on that day or forty (40) hours that week. Overtime shall be paid at two (2) times the basic hourly rate for any work in excess of eight (8) hours a day on weekends or recognized holiday periods. Employees will be granted the appropriate time off in lieu of overtime within a three-month period. If time off is not able to be taken due to operational requirements, overtime must be paid out at the appropriate rates.
- 9.02 Overtime for Permanent Part time Employees shall be at one and one half (1.5) times the basic hourly rate and be paid for those hours worked over and above eight (8) hours each day or forty (40) hours each week. Employees will be granted the appropriate time off in lieu of overtime within a three-month period.
- 9.03 Employees who are called back to work during regular scheduled days off or vacations or outside the regular working day, shall receive a minimum of three (3) hours pays at overtime rates provided the Employee reports for such work.
- 9.04 For the purpose of this Article, time spent on out-of-town travel on Employer business shall be considered as time worked and paid at applicable rates.
- 9.05 For all Employees overtime shall be mutually agreed upon, except in the event of unforeseeable circumstances or peak workloads

ARTICLE 10 – ALLOWANCES*

- 10.01 When Employees are required to travel in carrying out their duties on behalf of the Employer and are away from their regular place of domicile, the Employee will pay for, accommodations, meals up to \$60 per day, parking, and travel expenses or reimburse the Employee with proper receipts.
- 10.02 When an Employee is required to work away from their normal place of employment and/or is required to use their own vehicle on behalf of the Employer, the Employee shall be entitled to compensation for parking, accommodation and other related expenses upon production of receipts. In addition, mileage will be paid at the current Canada Revenue Agency rate or the same rate as paid to the Executive Director.
- 10.03 Expense claims shall be submitted monthly.
- 10.04 The Employer shall provide parking at the Employees' regular place of work at no cost to the Employee.
- 10.05 Where the Employee is required to meet with others to discuss Employer business over the meal period, the meal expenses shall be reimbursed upon the production of receipts
- 10.06 When an Employee is required to work outside the province of Alberta, the Employee shall be entitled to twenty dollars (\$20.00) per day in addition to 10.01 above to cover additional costs incurred.

ARTICLE 11 – HOLIDAYS*

11.01 The Employer agrees to provide Employees with the following holidays without loss of pay:

Good Friday	Civic Holiday (August)
Easter Monday	Labour Day
May Day	Thanksgiving Day
Family Day	Canada Day
Victoria Day	Remembrance Day
Christmas Day	Boxing Day
New Year's Day	New Year's Eve
Christmas Eve	

and any duly acclaimed Federal, Provincial or Civic Holiday.

11.02 When any of the above holidays fall on a Saturday and/or Sunday, they shall be observed on either the previous Thursday and/or Friday or subsequent Monday and/or Tuesday as directed by the Employer.

11.03 In the event of any of the holidays enumerated in Article 11.01 occurring during the period of any Employee's vacation, an additional day's vacation with pay shall be allowed for each holiday so occurring.

11.04 Additional days between Boxing Day and New Year's Eve will be provided without loss of pay to provide a period of closure of the office over the Christmas season.

ARTICLE 12 – VACATIONS*

12.01 For the purposes of computing vacation entitlement, Employees shall earn vacation at the applicable rate immediately upon hiring. An Employee shall be entitled to vacation with pay in accordance with the length of service to become due on the anniversary date of the Employee as follows:

4 weeks after 1 year of service
5 weeks after 4 years of service
6 weeks after 10 years of service

12.02 Except as noted below, vacation shall be taken within the time period it is earned. If this is not possible due to operational requirements, unused vacation entitlements will not be forfeited.

Upon written request, up to five (5) days of unused vacation entitlement may be carried over until the next anniversary year.

Vacation entitlement will only be paid out upon termination of employment at the rate of pay for which the vacation was earned.

12.03 Senior Employees will be given preference in selection of vacation periods.

ARTICLE 13 – HEALTH CARE AND COMPENSATION

13.01 The Employer shall pay any Alberta Health Care Premiums, or equivalent, levied.

13.02 All Employees shall be covered by Workers' Compensation.

Employees who sustain an injury in the course of their duties and who are eligible for Workers' Compensation, shall be paid that amount of money which represents the difference between what they receive from the Workers' Compensation Board and their regular salary for a period of compensation.

ARTICLE 14 – SICK LEAVE, MATERNITY/PARENTAL and SPECIAL LEAVE*

14.01 Sick Leave

- a. All 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 from year to year to a maximum of one hundred and eighty (180) actual working days. A Doctor's Certificate may be requested by the Employer in respect to an illness extending beyond three (3) working days. The Employer shall reimburse the Employee upon presentation of the receipt for any expense incurred for the certificate.
- b. In case of family illness, within the immediate family, the Employee shall be entitled to two (2) accumulated sick leave days per year for family illness. The immediate family being defined as Spouse (including common-law Spouse or Partner), Parents, Parents in Law, Children in Law, Grandparents, Children, Step Children, Grandchildren, Step Grandchildren.
- c. All Permanent Employees shall be granted extended sick leave with pay, up to a maximum of one hundred eighty (180) days.
- d. All Permanent Employees shall be granted extended sick leave of absence without pay of: up to six (6) months after one (1) years' service, and twelve (12) months after five (5) years' service beyond the paid sick leave entitlement provided in Article 14.01 above during period of lengthy illness or disability as certified by a Medical Doctor. During such period of leave beyond the paid sick leave entitlement shall continue to be accumulated.
- e. All Employees who are compelled to arrange medical or dental appointments during working hours shall be allowed reasonable time off without loss of pay to meet such appointments for themselves or for their dependent children or spouse.

14.02 MATERNITY/PARENTAL LEAVE

- a. (i) All Employees shall be granted leave in accordance with Article 14.02 (a)(ii).
- (ii) Leave of absence without pay or benefits shall be granted, upon thirty (30) days written notice where possible, to an Employee who is pregnant or who will

be the primary caregiver of a natural or adopted child of that Employee. Such leave shall be for a definite period not to exceed sixteen (16) consecutive weeks for maternity leave, and sixty-two weeks (62) for parental or adoption leave.

- (iii) Maternity leave shall commence at the discretion of the Employee at any time within fifteen (15) weeks of the estimated date of delivery. Maternity leave can begin no later than on the actual date of delivery.
 - (iv) Parental leave can begin at any time after the birth or adoption of the child but must be completed seventy-eight (78) weeks and cannot exceed sixty-two (62) weeks from the date a baby is born or an adopted child is placed with the parent.
 - (v) Second parent leave, which shall be available to one parent at a time, for a maximum of thirty-seven (37) weeks, without salary or benefits, shall commence at the discretion of the Employee at any time after the birth or adoption of the child, provided that the Employee supplies the Employer with proof. Such leave must be completed within fifty-two (52) weeks of the date a baby is born or an adopted child is placed with the parent. If shared, the second parent shall provide four (4) weeks' notice to commence that leave.
 - (vi) The Employee may terminate the maternity/parental/adoption leave with a four (4) week prior notice, in writing, at any time during the leave period. Upon completion of the leave, the Employee shall return to the position held when the leave commenced. If that position no longer exists, the Employer shall provide the Employee with alternate work of a comparable nature at the same or better wages.
 - (vii) Notwithstanding Article 14.02(a)(iii), should any changes in salary rates or benefits occur during the leave, the Employee shall be paid in accordance with the current collective agreement as per Appendix A.
- b. During the health-related portion of maternity leave, Alberta Health Care or equivalent premiums are payable by the Employer as provided by this agreement.
 - c. Notwithstanding Article 14.02(a), an Employee on maternity leave without salary may access sick leave entitlements as provided in Article 14.01, if satisfactory evidence of medical disability is provided to the Employer.
 - d. Parental Leave – An Employee may be granted up to three (3) days leave with pay at the time of the birth of the child.
 - e. Adoption Leave – An Employee may be granted up to three (3) days leave with pay at the time of the initial placement of an adopted child

14.03 Special Leave

- a. Up to five (5) days bereavement leave with pay for any of the following: Spouse (including common-law Spouse or Partner), Parents, Parents in Law, Children in Law Siblings, Children, Step Children, Grandchildren, Step Grandchildren,

Grandparents, Grandparents of Spouse or Partner, Aunts, Uncles, Nieces, and Nephews. Such leave of absence will not be charged against sick leave, holiday entitlement or other accrued time off.

- b. If an Employee is summoned for Jury duty, they shall be paid wages amounting to the difference between the amount paid for Jury service and the amount they would have earned had the Employee worked on such days. When on Jury duty, the Employee shall furnish the Employer with such statements of earnings as the Court may provide. The Employee shall return to work within a reasonable period of time.
- c. Three (3) days with pay personal leave per year will be granted.
- d. Employees when delegated to perform Union activities, attend Union Schools, Education Seminars, etc., shall be granted leaves of absence without pay. Such leave shall not exceed thirty (30) days and seniority will be retained and accumulated.
- e. Employees selected to act on behalf of CUPE Local 474, shall receive time off with pay for time spent during the period of negotiations and/or processing of grievances with the Employer signatory to this Agreement.
- f. Any Employee who is elected or selected for a full time or part time position with the Union, or any body with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence without pay and without loss of seniority by the Employer, for a period of two (2) years subject to renewal on application to the Employer for successive periods of two (2) years each.
- g. Upon written request to the Employer, and provided permission is granted, members representing CUPE Local 474 on Provincial Boards, Federations, Labour Councils, or serving on Committees for the CLC or other labour organizations, shall receive time off without pay and without loss of seniority and benefits.
- h. Upon application, Employees shall be granted leaves of absence without pay and without loss of seniority, to run for office in Federal, Provincial or Municipal elections.
- i. Upon application, the Employer may grant leaves of absences, without pay or without loss of seniority, for personal reasons. Such leave will not be unreasonably withheld by the Employer.
- j. The Employer shall make the best efforts to accommodate a request for a leave of absence made by an Employee that is the victim of domestic violence in order to provide that Employee with a reasonable period of time to appropriately deal with the impact of said violence. Request for such leave, including the proposed duration of such leave, must be made in writing by the Employee prior to the intended commencement of such a leave. An Employee that is granted Domestic Violence Leave shall be entitled to five (5) days' pay. Such leave will be for a period not to exceed three (3) months during which time the Employer will continue to pay any existing benefit entitlements.

ARTICLE 15 – SENIORITY

- 15.01 Seniority shall mean length of continuous service within the bargaining unit.
- 15.02 An Employee shall lose all seniority rights for any one or more of the following reasons:
- a) Voluntary resignation
 - b) Discharge for just cause
 - c) Failure to return to work within ten (10) working days of receipt of recall by double registered mail unless due to illness or accident or other just cause. The Employer may require substantiating proof of the illness or accident.
- 15.03 Employees retained on staff following the probationary period will have seniority credited to date of hiring.
- 15.04 An Employee laid off and placed on the recall list will retain but will not accumulate seniority during the period of layoff.
- 15.05 Seniority lists will be made available by the Employer and shall be amended quarterly in the event any changes occur during such period.
- 15.06 A member of the bargaining unit will be granted a leave of absence to accept a temporary assignment to another position with the Employer outside the bargaining unit for a known duration of not more than six (6) months. This period may be extended for an additional thirty (30) calendar days upon written request to the Union. The Employee shall continue to accumulate all seniority rights with the bargaining unit during this leave. Upon completion of the leave of absence, the Employee shall be returned to their former position within the bargaining unit.
- 15.07 No Employee shall be transferred to a position outside the bargaining unit without their consent. If an Employee is transferred to a position outside the bargaining unit, the Employee, for the term of the trial period of that position, shall retain their seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. Such Employees shall have the right to return to a position in the bargaining unit during that trial period. If an Employee returns to the bargaining unit, the Employee shall be placed in a job consistent with their seniority. Such return shall not result in the lay-off or bumping of any Employee holding greater seniority.

ARTICLE 16 – PROMOTION, LAYOFF AND RECALL

- 16.01 Job vacancies shall be posted for a period of five (5) full working days at the worksite of the Employees, and shall be filled on the following basis:
- a. Before any new Employees are hired and before any vacancy or new position is posted, other than term Employees as defined under Article 4.03, current Employees within the bargaining unit, who have the required qualifications, shall, on the basis of seniority, be allowed the opportunity to fill the vacancy.

- b. If the position is not filled in accordance with a) above the position may be posted externally.
- 16.02 All notices, postings and advertisements of vacancies or new positions, shall contain the following information:
- job title and classification
 - required qualifications
 - duties of the position
 - salary/benefits as per collective agreement
 - hours of work
 - term of employment
- 16.03 a. An Employee promoted to a position with higher wage rate shall serve a trial period of ninety (90) days in the new position.
- b. If during that trial period, the Employer determines that the Employee is not suitable for the new position, the Employee may be placed in the position they formerly occupied or in another mutually acceptable and available position, provided, however, that the rate of pay will not be less than for the position the Employee left to accept the promotion.
- c. If during the trial period, the Employee determines that they are not satisfied in their new position, the Employee shall have the right to revert to their former position on the same basis as set out in (b) above.
- d. Any bumping which occurs as a result of (b) or (c) above, shall be on the basis of seniority and the right to revert to former positions or suitable available positions as set out in (b) above.
- 16.04 In the event that it becomes necessary to lay-off full-time regular Employees or to reduce their hours of work, the following procedure shall be followed:
- a. Employees with the least amount of seniority within the bargaining unit shall be the first to be laid-off or have their hours reduced.
 - b. Casual, term and temporary Employees shall be entitled to not less than two (2) weeks' notice unless their anticipated term of employment would be completed within four (4) weeks.
 - c. No permanent Employees will be laid off or have their hours reduced while any part-time, casual, term, temporary, or other non regular full-time Employees are retained.
 - d. Any full-time regular Employee who is laid off or whose hours of work have been reduced, shall be re-hired or have their hours brought up to full-time regular hours before any new hiring takes place.
 - e. Employees who are laid off shall be placed on a recall list and be retained therein for a period of one (1) year and shall be recalled in the reverse order of their lay-off.
 - f. It shall be the responsibility of Employees who are on the recall list to keep the Employer advised of their current address and telephone number.

- g. The Employer shall advise the senior Employee on the recall list of any employment opportunity and shall so advise the Union. The Employer and Union shall make every reasonable attempt to contact the Employee. If the Employee has not responded to the notice of the employment opportunity within ten (10) working days, unless prohibited through illness, accident, or other just cause, the Employees right to recall may be forfeited and the next Employee on the list may be contacted and provided the same opportunity of recall.
- h. If no Employees are on the recall list or if they do not make themselves available as set out in (f) and (g) above, the Employer may fill the vacancy or new position pursuant to the terms of this Article.
- i. In the event of technological and procedural change which occurs during the term of an Employees lay-off, or affects their recall, the terms of Article 22 - Technological and Procedural Changes, shall apply to Employees on lay-off and seeking recall.
- j. Employees recalled to their former position or to a position with the same salary shall be reinstated at the same salary which they occupied at the time of layoff and shall be paid at the current collective agreement rate of pay.

16.05 Upon layoff permanent Employees will be provided severance as follows:

- | | | |
|----|--|----------------------|
| a. | Six (6) months to one (1) year | one (1) weeks' pay |
| b. | One (1) year to two (2) years of service | two (2) weeks' pay |
| c. | Two (2) to four (4) years' service | three (3) weeks' pay |
| d. | Four (4) to six (6) years' service | four (4) weeks' pay |
| e. | Six (6) years to ten (10) years' service | five (5) weeks' pay |
| f. | More than ten (10) years' service | six (6) weeks' pay |

Severance will be pro-rated for permanent part-time Employees.

16.06 If a reduction of office staff is necessary, the Employee with the least amount of seniority will be the first laid-off.

16.07

- a. All Permanent Employees shall be given at least two months written notice of layoff. If such notice is not provided, severance paid as per clause 16.05 will be doubled. At no time will the amount of notice or salary in lieu of notice be less than the requirements of the Employment Standard Code.
- b. Permanent Part-Time Employees shall receive notice, or pay in lieu of notice on a pro-rata basis.

16.08 A Permanent or Permanent Part-Time Employee who is laid off due to lack of work or redundancy shall be placed on the recall list for a period of one (1) year.

16.09 Employees on the recall list shall have first rights to any vacancy in their former job category or to a similar category for which the Employee is qualified and the Employer will not hire or promote to such a category while an eligible Employee is on the recall list.

ARTICLE 17 – BENEFITS

- 17.01 The Employer shall pay the Employees ten (10)% of their regular hourly rate in lieu of health benefits. This will be in addition to the Employees regular hourly rate of pay.
- 17.02 The Employer shall establish for each permanent staff member, a Health Spending/Employee Wellness Account. The Employer shall contribute annually an amount for each full time employee of seven hundred and fifty dollars (\$750.00) Any funds not used by the Employee within the year are forfeited back to the Employer.
- 17.03 Upon completion of the probationary period, the Employer shall pay to each permanent full time Employee \$250 per month into an RRSP established by the Employee. It is the Employees responsibility to establish the RRSP account and to direct the Society as to where payment is to be made. This amount shall be pro-rated for any permanent part-time staff.

ARTICLE 18 – WAGES

- 18.01 Employees will be classified in accordance with the skills used and shall be paid not less than the minimum hourly wage rate for such category in accordance with "Appendix A" which is attached hereto and made part of this Agreement.
- 18.02 Where a new job is established, or where existing job duties are changed or the volume of work increased, or where an Employee is otherwise unfairly or incorrectly classified, the appropriate categories, job descriptions, rates of pay, and other related matters shall be negotiated between the Employer and the Union. Failing agreement, the dispute may be subject to Article 21, the Grievance Procedure.
- 18.03 Employees shall be paid weekly or biweekly as mutually agreed between the Employer and the Employees. If a pay day falls on a holiday or non-working day, pay day shall be advanced to the day before the holiday or the last banking day.
- 18.04 An Employee assigned to a higher job category or who temporarily replaces another Employee in such higher category shall be paid at the higher rate for the period so employed. This provision shall not apply for brief relief periods of less than one-half (1/2) day except that if an Employee is required to work at a higher category on a recurring basis, i.e. each day, each week or each month, the higher rate of pay shall apply.
- 18.05 When an Employee is appointed in writing to temporarily act in an-out-of-scope capacity, they shall be compensated at the rate of pay equal to that of the out-of-scope position.
- 18.06 The parties agree that the rates of pay specified herein shall be retroactive to the expiry date of the last Agreement. Retroactive pay cheques will be issued separate and within two (2) weeks from the date of signing the Agreement.

18.07 Any change in the number of Employees will be accompanied by a review of job descriptions within a period of one month after the change. Subsequent added responsibility will be subject to re-negotiation of wages.

ARTICLE 19 - JOB CLASSIFICATIONS

19.01 Upon request, the Union or an Employee shall be provided with a copy of a current position description.

19.02 Should the Employer introduce a new classification:

- a. The basic rate of pay for the new classification shall be established by the Employer;
- b. The Employer shall notify the Union of the basic rate of pay and provide a position description for the new classification;
- c. In the event that the basic rate of pay for the new classification is not acceptable to the Union, the Union shall within thirty (30) calendar days from the date they received notification notify the Employer that they want to negotiate the basic rate of pay for the new classification;
- d. The Employer and the Union shall meet to negotiate the basic rate of pay for the classification;
- e. If a satisfactory conclusion to such negotiations is not reached within sixty (60) calendar days from the date the Union received the notification, either party shall have an additional fourteen (14) calendar days to file a Grievance.

19.03 Where the job duties or qualifications of a position in any classification, or a classification covered by this Collective Agreement, are significantly changed the Employee and the Union shall receive twenty-eight (28) calendar days' notice. Should the Union wish to discuss these issues, the Union will meet with the Employer within the twenty-eight (28) calendar day notice period.

ARTICLE 20 – WORKING CONDITIONS*

20.01 It shall not be a violation of this Agreement or cause for discharge or loss of pay of any Employee in the performance of their duties, to recognize a picket line. The Union shall notify the Employer as soon as possible of the existence of such recognized picket line. The Employer has the right to temporarily move the location of its operations to avoid a recognized picket line.

20.02 It is the responsibility of the Employer to make available to the Employee all equipment and supplies that may be necessary to complete jobs.

- 20.03 The Employer will provide legal protection including judgement costs to Employees in those situations arising directly from the responsible discharge of official duties by the Employer or the result of carrying out the Employers direction or directions.
- 20.04 When the Employer directs an Employee to work remotely, the Employee will remain eligible for all the entitlements of this collective agreement.

ARTICLE 21 – GRIEVANCE PROCEDURE

- 21.01 Both parties recognize that an Employee, accompanied by a Union representative, has the right to discuss with the Employer any question or complaint relating to the working conditions and conditions of employment, including those governed by the provisions of this Agreement, without prejudice to the right of the Union to have subsequent recourse to the grievance procedure.
- 21.02 A grievance shall be defined as a dispute between the Employer and an Employee regarding alleged unjust treatment or discrimination, alleged unfair working conditions, any disciplinary action, the application, interpretation, or any alleged violation of this Agreement, and any other matter involving financial penalty.
- 21.03 If a dispute directly affects two (2) or more Employees, it may be identified as a group grievance and shall be processed in the same manner as an individual grievance. A group grievance shall list all Employees affected by the grievance.
- 21.04 Where a dispute involving a question of general application or interpretation occurs, or when a group of Employees or the Union has a grievance, the Union and its representatives shall have the right to originate a policy grievance on behalf of an Employee, or group of Employees and seek redress with the Employer in the manner provided in the grievance procedure.
- 21.05 Grievances must be filed within thirty (30) days calendar days of the occurrence giving rise to the grievance, or the grievor becoming aware of the event giving rise to the grievance, or such longer period of time as may be reasonable in the event of circumstances beyond the control of the grievor.
- 21.06 Time limits set out in the grievance procedure may be extended by mutual agreement in writing by the parties. If the grievor or the Union fails to process a grievance to the next step of the grievance procedure within the time limits specified they shall not be deemed to have prejudiced their position in arbitration.
- 21.07 Replies to grievances stating reasons shall be in writing at all stages.
- 21.08 An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Step 1

The individual employee may request the assistance from a Union Representative and shall take up the matter with the Employer, and/or designate within thirty (30) working days of knowledge of the alleged difference.

Step 2

If the grievance has not been satisfactorily resolved at Step 1, the difference shall be reduced to writing by the grievor and the Union shall file the grievance with the Chairperson of the Board of Directors, FOM, or their designate. The grievance shall stipulate the nature of the grievance, such Articles of the agreement as may be alleged to have been violated and the redress sought by the grievor. Notice of intent to forward to Step 2 must be given in writing within ten (10) working days by either party. At each step of the grievance procedure the grievor(s) and the Union representative shall have the right to be present with no loss of pay. The Chairperson of the Board of Directors, FOM, or designate shall reply to the Union in writing within ten (10) working days of receipt of the written grievance.

Step 3

If the grievance is not resolved at Step 2, it shall be referred to a mutually acceptable Ombudsperson whose decision shall be final and binding on both parties. The Ombudsperson, by their decision, shall not alter, amend or change the terms of the collective agreement. Notice to forward the grievance to STEP 3 must be given in writing within ten (10) working days, of the decision rendered in STEP 2. The hearing by the Ombudsperson must be held at a mutually agreed time and place within twenty-one (21) working days. If the Employer and the Union are unable to agree on a mutual Ombudsperson, the parties will have an Arbitrator appointed to resolve the dispute

- 21.09 A Single Arbitrator shall not have the right to amend the terms of this agreement. The decision of the Single Arbitrator shall be final and binding upon the parties.
- 21.10 The costs of arbitration shall be borne separately by the parties except that the costs of the Single Arbitrator shall be shared equally by the parties.
- 21.11 "Working Days" throughout this agreement shall be defined as to not include Saturdays, Sundays, or any paid Holidays.

ARTICLE 22 – DISCIPLINE AND DISCHARGE

- 22.01 An Employee shall have the right to have a Union representative present at a meeting which involves disciplinary action and is likely to result in a written reprimand, suspension, demotion or termination. If the Employee waives their right to Union representation, the Employer will immediately provide the Union with written notice of the waiver one working day prior to proceeding with this disciplinary meeting.
- 22.02 If the Employer issues any written reprimands against Employees which will become records in their files, the employees shall be given copies of the reprimands and a Union representative shall be present if the Employee so chooses. If an Employee receives a series of reprimands which appear to be leading to the suspension or termination of that

Employee, the Employer shall discuss the matter with the President of the Union or designate.

- 22.03 An Employee may be reprimanded, suspended, demoted or discharged but only for proper and sufficient cause. The Employee and the Union shall be promptly notified in writing, by the Employer, with reason for the action.

ARTICLE 23 - TECHNOLOGICAL AND PROCEDURAL CHANGES

- 23.01 In the event of proposed technological change such as the introduction of policies and practices including equipment, software etc. which will affect continual employment or substantially alter the working situation of members of the bargaining unit, the Employer agrees to notify in writing and consult with the bargaining unit at least sixty (60) days prior to the introduction of a technological change, with a description of the project it intends to carry out, and foreseeable affects and repercussions on Employees.

When new or greater skills are required than are already possessed by affected Employees under the present method of operations, such Employees shall be trained, at the expense of the Employer, and be given a period of time not to exceed one year, during which they may perfect or acquire the skills necessitated by the new method of operation. There shall be not reduction in pay upon being re-classified in the new position.

ARTICLE 24 - STAFF DEVELOPMENT

- 24.01 The Employer shall permit Employees to upgrade knowledge and skills by being allowed reasonable opportunities to enhance their effectiveness, skills and satisfaction in their own positions and to, learn the work of equal or higher positions at their applicable rate of pay during regular working hours.
- 24.02 The Employer agrees to reimburse the Employee for fees for authorized work related classes or courses, after successful completion of same or as otherwise agreed upon.
- 24.03 Each full time Employee shall be allocated up to one thousand two hundred fifty dollars (\$1250) per year for attendance at courses, workshops, conferences etc. as authorized as per Article 24.01. The same amount shall be allocated to each part-time Employee on a pro-rated basis.

ARTICLE 25 – UNION LABEL AND SOCIAL JUSTICE*

- 25.01 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 Union of Public Employees Local 474 and shall remain the sole property of the Union.
- 25.02 The Employer agrees that Employees have the right to follow their conscience and refuse to handle, produce, dispatch or use in any way, goods from or destined for other

parts of the world where human rights and principles of social justice are not upheld. The Employer further agrees that Employees will not be required to have business arrangements with any company being so boycotted.

25:03 The Employer and the Union agree that it is important to support the work of organizations that advocate for Social Justice. These organizations include, but are not limited to The Friends of Medicare, The Alberta Federation of Labour, Alberta Workers Health Centre, Public Interest Alberta, Operation Friendship Seniors Society, the United Way, the Edmonton Food Bank, CUPE Alberta, Edmonton District Labour Council, and the Alberta Labour History Institute.

ARTICLE 26 – CONTRACTING OUT AND VOLUNTEERS

26.01 The Employer agrees that all work coming within the jurisdiction of the Union shall be done by Employees within the bargaining unit and such work shall not be contracted out. No work shall be contracted out that would result in a loss of regular working hours or scheduled Overtime hours for any Employee.

26.02 The Employer shall not contract out work if there are Employees at work or on layoffs who can perform the work in question.

26.03 The Union and the Employer recognize the mutual value of volunteer workers and their right to be treated with respect and dignity. Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit such that this work would result in the loss of regular working hours or scheduled Overtime hours for any Employee.

ARTICLE 27 – LABOUR MANAGEMENT RELATIONS

27.01 A Labour-Management Relations Committee shall be appointed consisting of two (2) Representatives from the Union and two (2) Representatives from the Employer. The Committee shall meet once every four (4) months or when necessary for the purpose of discussing all matters of mutual concern. The Committee shall make recommendations to the Union and to the Employer. Time spent by Employees in carrying out the functions of the Committee shall be considered to be time worked.

ARTICLE 28 – PERSONAL FILE

28.01 An Employee's record will be automatically cleared of disciplinary measures after one (1) year unless disciplinary action for a similar offense has been taken during the one (1) year period.

28.02 An Employee, accompanied by their Steward, if so desired, has the right to examine their personal file upon request. The Steward may also examine the record on behalf of

an Employee provided written authority is obtained from the Employee to do so may view their personal file.

- 28.03 No correspondence shall be placed on the Employee's file unless the Employee has first received a copy.
- 28.04 The Employee may request that any other documentation be removed after one (1) year unless of an administrative nature. If such documents are not voluntarily removed by the Employer, this may become subject to the grievance procedure.

ARTICLE 29 – HEALTH AND SAFETY

- 29.01 As a set of minimum requirements, the Employer agrees to adhere to all aspects of the Alberta Occupational Health and Safety Act, Regulations and Code.
- 29.02 Employees shall be provided such personal protective equipment and vehicle emergency equipment that is necessary for safe performance of their duties, such items to be supplied at the Employer's expense.
- 29.03 The Union has the right to equal participation in all matters pertaining to health and safety including hazard assessments and determining practices to be followed. The Union has the right to be a party to any and all documents pertaining to the impact of the organization on the health and safety of the Employees and on the environment.

ARTICLE 30 – DURATION, TERMINATION AND AMENDMENTS*

- 30.01 The Agreement shall become effective January 1, 2021 and shall remain in full force and effect until December 31, 2021 and from year to year thereafter unless either party shall, not less than sixty (60) days or more than one hundred and twenty (120) days prior to the expiry date thereof, notify the other party to this Agreement of a desire to modify or terminate this Agreement. In the event that such notice is given the parties shall not meet later than fifteen (15) days after receipt of such notice. Where either party notifies the other of the desire to modify or terminate this Agreement, the Agreement shall remain in full force and effect throughout such period of negotiations arising from the said notification in accordance with the provisions of the Alberta Labour Relations Code and the Employment Standards Code.

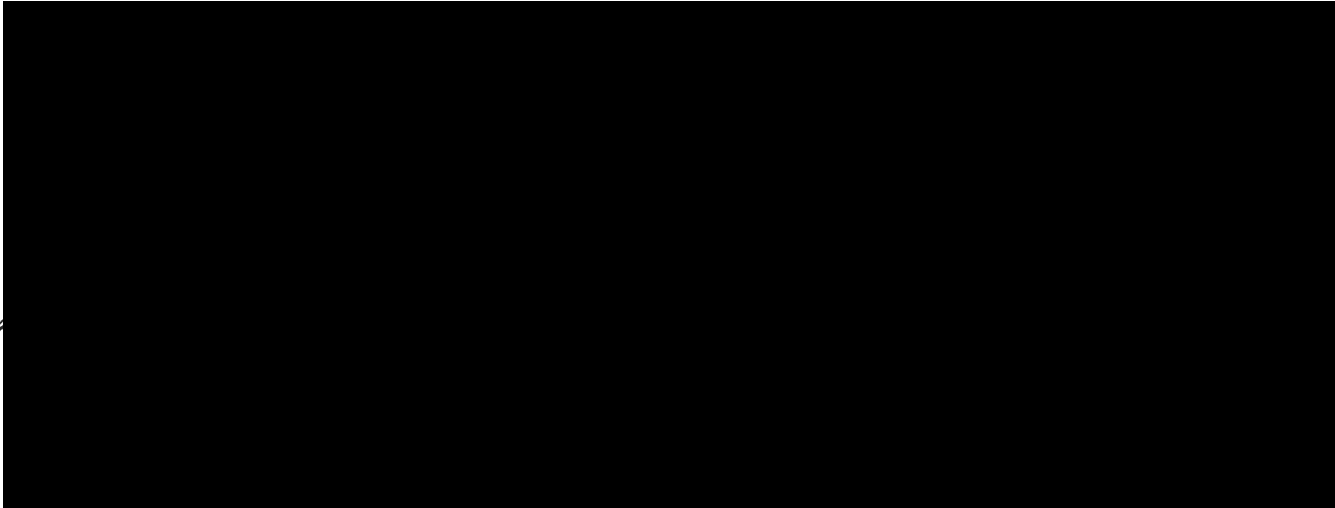
ARTICLE 31 – COPIES OF THE COLLECTIVE AGREEMENT

- 31.01 The Employer shall provide a copy of the Collective Agreement to each new Employee upon appointment.
- 31.02 The Union and the Employer shall equally share the costs of printing the collective agreement. The parties agree to use the lowest cost method of printing.

Letter of Understanding One

The Union and the Employer agree that the work of Friends of Medicare is vital. Should Bill 32 or any other adverse circumstances impact funding or the ability to continue operating full time, the Employer will contact the Union in writing to discuss the terms and conditions of Article 26 in view of protecting the employment of the bargaining unit members, and to engage volunteers to assist in maintaining operations at Friends of Medicare full time.

Agreed on this 8 day of March, 2021, in the City of Edmonton, Alberta.



Appendix A - Employee Pay Levels
(Job Categories & Salary Rates)

Effective upon ratification, the Employer will retroactively pay all active Employees their new wage rate for all hours worked from January 1, 2021 to the date of ratification

COMMUNICATIONS AND ADMINISTRATIVE OFFICER

January 1, 2021 \$31.11 per hour

OUTREACH AND FUNDRAISING STAFF

January 1, 2021 \$26.01 per hour

Appendix B - Job Descriptions

Communications and Administrative Officer

- Producing and editing written materials
- Managing supporter and media databases
- Posting social media updates and Media communications
- Coordinating member communications and membership support
- Organizing events
- Updating the organization's website
- Basic graphic design
- Front office reception
- Board of Directors support
- Accounts Receivable; Accounts Payable; banking; monthly bank reconciliation; payroll; Canada Revenue Agency remittances; T4s; assist with budget preparation; prepare documents for audit and meet with auditor as required; maintain electronic funds transfer files.
- Outreach, fundraising, and coordinating organizational allies' collaboration and support
- Travel when required
- Lobbying and political engagement
- Chapter support
- Volunteer coordination
- Attending pickets and rallies
- Tabling



**Friends of
Medicare**

Protecting, Strengthening,
and Expanding Public Health Care

WE WORK FOR YOU



Canadian Union of Public Employees Local 474