

# COLLECTIVE AGREEMENT

Between



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

- and -



**Public Interest Alberta**

**Public Interest Alberta Society**  
(hereinafter referred to as "the Employer")

**January 1, 2021 to December 31, 2021**

## **Contact Information**

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## **PREAMBLE**

Public Interest Alberta 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, and that the purpose of this Agreement is:

- (a) To maintain a harmonious and co-operative relationship between the Employer and the Employees covered by the Union's certification Number CR-05173.
- (b) To provide an amicable method of settling differences or grievances, which, may arise between the Employer and Employees.
- (c) To promote the mutual interests of the Employer and the Employees.

## **ARTICLE 1 – MANAGEMENT RIGHTS**

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. The Employer shall exercise its rights in a fair and reasonable manner.

## **ARTICLE 2 – RECOGNITION AND NEGOTIATION**

- (a) 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.
- (b) 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.
- (c) 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.
- (d) All Employees of the Employer, as a condition of continued employment, shall become members of the Union.

## **ARTICLE 3 – NON-DISCRIMINATION/HARRASSMENT**

### **(a) 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 race, colour, ancestry, place of origin, religion, marital status, physical disability, mental disability, gender, sexual orientation, age, source of income, age, nor by reason of their membership or activity in the Union.

### **(b) NO HARASSMENT**

The Union and the Employer agree 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, colour, ancestry, place of origin, religion, marital status, physical disability, mental disability, gender, sexual orientation, age, source of income, age, or by reason of their membership or activity in the Union;  
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**

The 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.

- Information provided about an incident or about a complaint will not be disclosed except as necessary to protect workers, to investigate the complaint or incident, to take corrective action or as otherwise required by law.
- The Employer will inform the Complainant and the Respondent of the results of the investigation.

#### **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**

The 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 Commission. A worker retains the right to exercise any other legal avenues available.

#### **ARTICLE 4 – CHECK-OFF OF UNION DUES**

- (a) The Employer shall deduct from every Employee pay cheque 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.

#### **ARTICLE 5 – CORRESPONDENCE\***

The Union shall be notified in writing of any of the following information: job postings, Temporary and Casual assignments, and any extensions to temporary assignments exceeding thirty (30) calendar days, acting appointments, extensions to trial periods, hirings, promotions, demotions, transfers, changes to full-time equivalents (FTEs), layoffs, recalls, extended leaves of absence, resignations, suspensions, practicum students, long term volunteers, terminations, retirements and deaths. In each instance, the location of the Employee will be identified. In the case of transfers or terminations, the reasons for the action will be included in the notification.

#### **ARTICLE 6 – DEFINITION OF EMPLOYEES**

- (a) **Permanent Employee**  
A Regular Permanent Employee is any person employed on a full-time permanent basis regularly scheduled to perform hours of work as specified in Article 9, Hours of Work.
- (b) **Permanent Part-Time Employee**

A Regular Permanent Part-Time Employee is any person employed on a continuing basis for less than full-time hours of work specified in Article 9. 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.

(c) Casual Employee

A Casual Employee is any person hired by the Employer for extra or relief work on a call-in basis for a period no longer than twenty-eight (28) calendar days. Casual Employees shall be covered by all conditions of this Agreement except articles 8, 11, 12, 15, 19, 24, and 26.

(d) Temporary Employee

A Temporary Employee is any person hired for a specific term of employment, greater than twenty-eight (28) days, to complete specific projects, to assist in the delivery of short-term periods of increased workload or cover extended leaves. Temporary Employees shall not take the place of any Permanent Employees. Temporary Employees shall be covered by all conditions of this Agreement except for articles 8, 15, 19, 24, and 26.

(e) On the date employment commences the Employer or their 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 7 – UNION REPRESENTATION**

- (a) 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 2 of this Agreement.
- (b) The Union shall notify the Employer in writing of the names of its Representative(s).
- (c) 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.
- (d) 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 8 – PROBATIONARY PERIOD**

- (a) 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.
- (b) During the probationary period, a probationary Employee may be terminated at any time by the Employer with just cause and is entitled to rights of the grievance procedure Article under this Collective Agreement.

#### **ARTICLE 9 – HOURS OF WORK\***

- (a) A regular working day for Permanent Full-time Employees shall consist of seven (7) hours, five (5) days per week, Monday through Friday inclusive. The regular office and working hours shall be between the hours of 8:30 a.m. and 5:00 p.m. unless mutually agreed upon.
- (b) The hours of work for Permanent Part-time Employees shall be between the hours of 8:30 a.m. and 5:00 p.m. Monday through Friday, and may be varied by mutual consent between the Employer and the Employee.
- (c) All Employees are entitled to a fifteen (15) consecutive minute paid rest period after three (3) consecutive hours of work
- (d) A Permanent Full-time Employee shall have the option of working seven and three-quarter (7-3/4) hours per day and will, in addition, work one-half (1/2) hour extra per two-week period to earn one (1) day off in each two-week period. These days off will be mutually agreed amongst staff. If an Employee must work their scheduled day off they shall whenever possible, take their day off during the following week.

#### **ARTICLE 10 – OVERTIME\***

- (a) All time worked in excess of the regularly established working day for Permanent Full-time Employees shall be considered as overtime. All overtime must be authorized by the Employer. Overtime will be calculated at the rate of double time. Saturdays, Sundays and Statutory Holidays shall be paid at double time for time worked.
- (b) Overtime for Permanent Part-time Employees shall be at the rate of double time and be paid for those hours worked over and above 7 hrs each day or 35 (thirty-five) hours each week. Saturdays, Sundays and Statutory Holidays shall be paid at double time for time worked.
- (c) 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.
- (d) 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.
- (e) Overtime shall be banked at overtime rate and taken as time in lieu or paid out in cash at the request of the Employee. An Employee may bank up to the time in lieu equivalent of seventy (70) hours, and in the event that leave is taken in periods equal to or less than the seventy (70) hours, may re-accumulate credits up to the seventy (70) hour limit.



**ARTICLE 11 – HOLIDAYS**

(a) The Employer agrees to provide Employees with the following holidays without loss of pay:

Family Day	August Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	May Day
Christmas Eve Day	Christmas Day
Boxing Day	New Years' Eve Day
New Years' Day	2 (two) Christmas Floaters*

\*Christmas Floaters will be used between Boxing Day and New Years' Eve

And any other holiday proclaimed by the City of Edmonton, the provincial government or the federal government.

- (b) 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.
- (c) In the event of any of the holidays enumerated in Article 11 (a), except the Christmas Floaters, occurring during the period of any Employee's vacation, an additional day's vacation with pay shall be allowed for each holiday so occurring.

**ARTICLE 12 – VACATIONS \***

(a) For the purpose 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 5 years of service
- 6 weeks after 10 years of service
- 7 weeks after 15 years of service

- (b) Senior Employees will be given preference in selection of vacation periods.
- (c) Employees may carry over up to five (5) days of vacation entitlements from the previous year. Employees shall be paid out the remainder of any vacation pay earned but not taken as per Article 12 (a) and any pro-rate amount accumulated for the current employment year unless mutually agreed to by the parties.

**ARTICLE 13 – WAGES**

- (a) Employees will be classified in accordance with the skills used and shall be paid not less than the minimum wage rate for such category in accordance with "Appendix A" which is attached hereto and made part of this Agreement.
- (b) 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 the Grievance Procedure.

- (c) Employees shall be paid bi-weekly 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.
- (d) 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.
- (e) 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.
- (f) The parties agree that the rates of pay specified herein shall be retroactive to the dates in Appendix A. Retroactive pay cheques will be issued separate and within two (2) weeks from the date of signing the Agreement.
- (g) 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 14 – JOB CLASSIFICATIONS**

- (a) Upon request, the Union or an Employee shall be provided with a copy of a current position description.
- (b) Should the Employer introduce a new classification:
  - i) the basic rate of pay for the new classification shall be established by the Employer;
  - ii) the Employer shall notify the Union of the basic rate of pay and provide a position description for the new classification;
  - iii) in the event that the basic rate of pay for the new classification is not acceptable to the Union:
    - I) 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;
    - II) The Employer and the Union shall meet to negotiate the basic rate of pay for the classification;
    - III) If a satisfactory conclusion to such negotiations is not reached within sixty (60) calendar days from the date the Union received the notification, the Union shall have an additional fourteen (14) calendar days to refer, in writing, the matter to the Grievance Procedure.

- (c) 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 15 – SENIORITY**

- (a) Seniority shall mean length of service within the bargaining unit.
- (b) An Employee shall lose all seniority rights for any one or more of the following reasons:
- i) Voluntary resignation
  - ii) Discharge for just cause
  - iii) Failure to return to work within two (2) weeks 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.
- (c) Employees retained on staff following the probationary period will have seniority credited to date of hiring.
- (d) An Employee laid off and placed on the recall list will retain but will not accumulate seniority during the period of layoff.
- (e) 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.
- (f) 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, RECALL**

- (a) When a vacancy occurs or a new position is created, the most senior qualified Employee who applies for such position(s) will be chosen over outside applicants.
- (b) All vacancies or new positions shall be posted internally for five (5) working days or such shorter period of time as may be mutually agreed upon, prior to external posting.
- (c) 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
- d) An Employee promoted to a higher rated position shall serve a trial period of ninety (90) calendar days in the new position.
- i) 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.
  - ii) 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 (i) above.
  - iii) Any bumping which occurs as a result of (i) or (ii) above, shall be on the basis of seniority and the right to revert to former positions or suitable available positions as set out in (i) above.
- (e) 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:
- i) Employees with the least amount of seniority within the bargaining unit shall be the first to be laid-off or have their hours reduced.
  - ii) Casual and Temporary Employees shall be entitled to not less than four (4) weeks notice unless their anticipated term of employment would be completed within four (4) weeks.
  - iii) No Permanent Employees will be laid off or have their hours reduced while any Part-Time, Casual, or Temporary Employees are retained.
  - iv) Any full-time Permanent 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.
  - v) Employees who are laid off shall be placed on a recall list and be retained therein for a period of three (3) years and shall be recalled in the reverse order of their lay-off.
  - vi) 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.
  - vii) 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) 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.

- viii) If no Employees are on the recall list or if they do not make themselves available as set out in (vi) and (vii) above, the Employer may fill the vacancy or new position pursuant to the terms of this Article.
  - ix) 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 29 - Technological and Procedural Changes, shall apply to Employees on lay-off and seeking recall.
  - x) Employees recalled to their former position or to a position in the same salary range shall be reinstated at the same step in the same salary range which they occupied at the time of layoff and shall be paid at the current rate of pay.
- (f) Upon layoff permanent Employees will be provided severance as follows:
- i) Six (6) months to one (1) year service - four (4) weeks severance pay.
  - ii) An additional two (2) weeks for each year of service thereafter to a maximum of fifty-two (52) weeks. Severance will be prorated for permanent part-time Employees.
- (g)
- i) All Permanent Employees shall be given at least two months written notice of layoff or two months salary in lieu of notice. At no time will the amount of notice or salary in lieu of notice be less than the requirements of the Employment Standard Code.
  - ii) Permanent Part-Time Employees shall receive notice, or pay in lieu of notice on a pro-rata basis.
- (h) 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.
- (i) Transition Allowance

Employees who choose to leave the employment of Public Interest Alberta after long-term service and have given at least 1 month notice of their leaving, shall be entitled to the following transition allowance:

After five (5) years service, two (2) weeks regular pay for each completed year of service to a maximum of twenty-six (26) weeks.

The allowance shall be prorated for part-time Employees. The Article does not apply to Employees terminated for cause or for Employees eligible for severance under Article 16 (f).

#### **ARTICLE 17 – LABOUR MANAGEMENT COMMITTEE \***

A Labour-Management Relations Committee shall be appointed consisting of three (3) 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 18 – WORKING CONDITIONS\***

- (a) Employees shall not be asked to make any written statement or verbal contract which may conflict with this Agreement.
- (b) It shall not be a violation of this Agreement or cause for discharge of any Employee in the performance of their duties, to recognize a legal picket line. The Union shall notify the Employer as soon as possible of the existence of such recognized picket line.
- (d) It is the responsibility of the Employer to make available to the Employee all equipment and supplies that may be necessary to complete jobs.
- (e) When the Employer directs an Employee to work remotely, the Employee will remain eligible for all the entitlements of this collective agreement.

#### **ARTICLE 19 – PROFESSIONAL DEVELOPMENT**

- (a) The Employer shall permit Employees to upgrade knowledge and skills by being allowed reasonable opportunities to enhance their effectiveness, skills and satisfaction in own positions and to learn the work of equal or higher positions at their applicable rate of pay during regular working hours.
- (b) The Employer agrees to reimburse the Employee for costs related to classes or courses, meals, travel expenses, and out of pocket expenses after successful completion of same provided the Employee submits proper documentation to support those costs.
- (c) Each full time Employee shall be allocated up to five hundred dollars (\$500.00) per year for attendance at courses, workshops, conferences, etc. as authorized as per Article 19 (a). The same amount shall be allocated to each Permanent Part-Time Employee on a pro-rated basis.

#### **ARTICLE 20 – DISCIPLINE AND DISCHARGE**

- (a) 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.
- (b) 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.
- (c) 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 21 – GRIEVANCE PROCEDURE**

- a) 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.
- b) 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.
- c) A “Policy Grievance” is a disagreement between the parties concerning the interpretation or the application of the Collective Agreement.
- d) **STEP I** - The individual employee with a Union Steward shall take up the matter with the Employer within ten (10) working days of knowledge of the alleged difference.
- e) **STEP II** - If the grievance has not been satisfactorily resolved at Step I, the difference shall be reduced to writing by the grievor. An official Union Representative with the Union Steward and/or grievor shall take up the grievance with the Employer. The Employer shall reply to the Union in writing within ten (10) working days of the grievance hearing.
- f) Notice of intent to forward the grievance to Step II, must be given in writing within ten (10) working days by either party. The grievance hearing at Step II must be held at a mutually agreeable time and place within twenty-one (21) working days, following written notification.
- g) **STEP III** - If the grievance is not resolved under STEP II, 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 III must be given in writing within ten (10) working days, of the decision rendered in STEP II. The hearing by the ombudsperson must be held at a mutually agreed time and place within twenty-one (21) working days, following written notification.
- h) 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.
- i) For any grievance regarding the termination or suspension of employees, Steps I and II shall be combined.
- j) All correspondence within this procedure shall be transmitted by mail, e-mail or delivered by hand.
- k) At all steps of this procedure, the grievor may request the assistance of a Union Steward or an official representative of the Union.
- l) In any of the above steps, should either Party fail to adhere to the time limits they will be considered to have advanced the grievance to the next level of the Grievance Procedure.
- m) In the event that the Employee wins a grievance under this Article the redress agreed to during the grievance procedure will be instituted as soon as possible.
- n) The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the Union.
- o) “Working Days” throughout this agreement shall be defined as to not include Saturdays, Sundays, or any paid Holidays.

## **ARTICLE 22 – PERSONAL FILE**

- (a) 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.
- (b) An Employee, accompanied by their Steward, if so desired, has the right to examine 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 view their personal file.

- (c) No correspondence shall be placed on the Employee's file unless the Employee has first received a copy.
- (d) 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 shall become subject to the grievance procedure.

#### **ARTICLE 23 – HEALTH AND SAFETY**

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.

#### **ARTICLE 24 – SICK LEAVE\***

- a) 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 eighty (180) actual working days. A Doctor's Certificate must be supplied by the Employee in respect to an illness extending beyond five (5) working days if requested by the Employer. The Employer shall reimburse the Employee upon presentation of the receipt for any expense incurred for the certificate. Permanent Part-time Employees shall accrue sick leave at a rate of 0.07 times each hour worked.
- b) In case of family illness, within the immediate family, defined as Spouse (including common-law Spouse or Partner), Parents, Parents in Law, Children, Children in Law, Grandchildren or Grandparents, the Employee shall be entitled to two (2) accumulated sick leave days per illness.
- c) Permanent Employees shall be granted extended sick leave with pay, up to a maximum of one hundred eighty (180) days or to the beginning of qualification of LTD benefits as prescribed by the current Benefits Plan, whichever comes first.
- d) 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 24 (a) 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) 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.

#### **ARTICLE 25 – LEAVE OF ABSENCE**

##### **25.01 MATERNITY/PARENTAL LEAVE**

- a) (i) All Employees shall be granted leave in accordance with Article 25 (a)(ii).
- (ii) Leave of absence 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 sixty-two (62) consecutive weeks and must be completed within seventy-eight (78) weeks of the birth or adoption.



- (iii) Maternity leave shall commence at the discretion of the Employee at any time within thirteen (13) weeks of the estimated date of delivery, and shall be up to sixteen (16) weeks. 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. Such leave shall not exceed sixty-two (62) weeks and must be completed within seventy-eight (78) weeks of the birth or when 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 sixty-two (62) 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 wages.
  - (vii) Notwithstanding Article 25.01(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) Employees who have passed the Probationary Period shall be entitled to receive the difference between employment insurance maternity/parental benefits and 93% of their gross regular salary from the Employer, so long as the Employee qualifies and receives Employment Insurance Benefits, for up to fifty-two (52) weeks.
  - c) During the health-related portion of maternity leave, premiums for benefits outlined in Article 26 and 27 shall continue to be payable by 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

#### 25.02 Special Leave

- a) Five (5) days bereavement leave with pay for any of the following: Spouse (including common-law Spouse), Mother, Father, Mother-in-Law, Father-in-Law, Grandparents, Grandparents of spouse, Grandchildren, Brother, Sister, Son, Daughter, Son-in-Law, Daughter-in-Law. Such leave of absence will not be charged against sick leave, holiday entitlement or other accrued time off.
- b) A Permanent Employee may request up to two (2) days with pay personal leave per year. These requests must be in writing and in advance and will not unreasonably be denied.

- c) 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.
- d) 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.
- e) 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.
- f) 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.
- g) 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.
- h) 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.
- i) Employees may request one day with pay per year to move their household furnishings into a new residence.

#### 25.03 Domestic Violence Leave

- a) 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.
- b) 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. Any such leave will be for a period not to exceed three (3) months.
- c) An Employee is entitled to five (5) days of Domestic Violence Leave with pay.
- d) Any such leave will be for a period not to exceed three (3) months, during which time premiums for benefits outlined in Articles 26 and 27 will continue to be payable by the Employer.

#### 25.04 One Year Leave with Pay

If an Employee so chooses, they may have the Employer set aside twenty percent (20%) of their annual salary in a trust fund. After four (4) years, the Employee shall then have the right to take one (1) year leave of absence, drawing one twelfth (1/12) of that fund in accordance with Canada Revenue Agency, less the cost of benefits, each month. The Employer will continue to administer the Employee's benefits as set out in Article 26.

#### 25.05 Sabbatical Leave

Upon application, the Employer will grant to Employees who have completed at least five (5) years of service, three (3) months leave at fifty percent (50%) of regular salary during the months of June, July and August, or during any other months of the year as may be mutually agreed upon, it being understood and agreed that only one (1) Employee shall be granted sabbatical leave in any given calendar year. Employees shall be entitled to sabbatical leave once in each five (5) year period.

#### **ARTICLE 26 – HEALTH CARE AND BENEFITS\***

(a) The Employer shall pay any Alberta Health Care Premiums, or equivalent, levied.

(b) 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. The Employer agrees to continue to pay the premiums for benefits outlined in this article and RRSP contributions detailed in Article 27 to ensure continued coverage for the Employee. Seniority, sick leave accrual and vacation benefits shall be accrued during the period of compensation.

(c) The Employer shall pay 100% of the premiums for all eligible permanent full-time Employees provided through a Benefits Plan which is appended for purposes of the level of benefits only.

(d) The Employer reserves the right to change benefit plan carriers at any time provided the level of benefit coverage does not fall below the current levels.

(e) Employee Wellness Fund/Health Spending Account

The Employer shall reimburse each full-time and permanent part-time Employee the cost of activities related to their personal or family health and fitness upon receipts and to a maximum of four hundred dollars (\$400) per year. Any unused portion of the fund can be accumulated year to year to a maximum of eight hundred dollars (\$800). This fund is for the sole purpose of reimbursing Employees the cost of eligible health related services for Employees, their spouse or partner and dependent children that are not covered or compensated otherwise.

#### **ARTICLE 27 – RRSP**

(a) In addition to Employer contributions to the Canada Pension Plan, the Employer shall pay bi-weekly an amount equal to twelve percent (12%) of the Permanent and Permanent Part-time Employee's annual salary into a Registered Retirement Savings Plan of the Employee's choice.

(b) If the amount in article 27 (a) exceed the annual maximum allowable RRSP for the Employee, the Employer shall pay any excess amount of 27 (a) to the Employee.

#### **ARTICLE 28 – ALLOWANCES\***

(a) 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 current Canada Revenue Agency rate per kilometer.

- (b) Expense claims shall be paid when submitted.
- (c) The Employer shall provide parking at the Employees' regular place of work at no cost to the Employee. The Employee shall have the option of choosing to be reimbursed, with proper receipts, for the cost of a public transit pass or tickets in lieu of a parking costs. Employees will provide a minimum of one month's notice to the Employer with the intention to transfer from the parking to the public transit benefit or vice versa.
- (d) The Employer will pay fifty dollars (\$50) per month for the costs associated with an Employee's personal cell phone and home internet when Employees are working primarily from home.

#### **ARTICLE 29 – TECHNOLOGICAL AND PROCEDURAL CHANGES**

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 30 – UNION LABEL AND SOCIAL JUSTICE**

- (a) 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.
- (b) 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.

#### **ARTICLE 31 – CONTRACTING OUT AND VOLUNTEERS**

- (a) 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.
- (b) The Employer shall not contract out work if there are Employees at work or on layoffs who can perform the work in question.
- (c) The Union and the Employer recognize the mutual value of volunteer workers and their right to be treated with respect and dignity. Volunteers will not do any work that would result in the loss of wages for any Employee or prospective Employee.

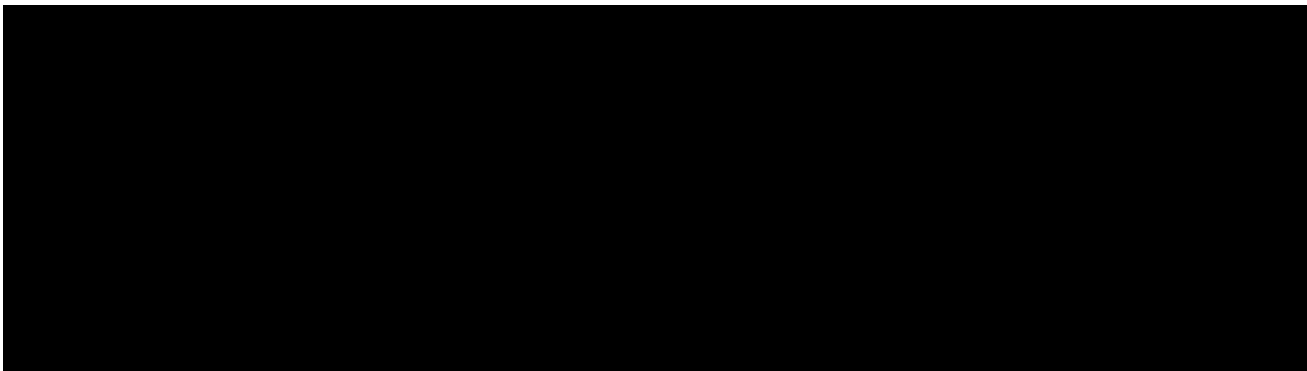
**ARTICLE 32 – DURATION, TERMINATION, AND AMENDMENTS**

- (a) 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.
- (b) The two (2) parties to the agreement may, at any time, mutually agree to revisions to this agreement. Any revisions mutually agreed upon shall be in writing and be signed by authorized representatives of the parties to the agreement.
- (c) In the event that Public Interest Alberta is dissolved, Employees will be provided with written notice and be paid one week's pay for each year of service, up to a maximum of twelve (12) weeks, subject to statutory payroll deductions.

**ARTICLE 33 – COPIES OF THE COLLECTIVE AGREEMENT**

- (a) The Employer shall provide a copy of the Collective Agreement to each new Employee upon appointment.
- (b) 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.

Agreed on 15 day of March, 2021 in the City of Edmonton, Alberta.



## APPENDICES

### Appendix A – Employee Pay Levels

Job Categories & Salary Rates

**1.3 % General Wage Increase Effective January 1, 2021**

to equate to \$0.38 increase for all positions on the grid

#### Finance and Administration Officer and Communications Officer:

	less than 1 year	2 to 3 years	3 to 4 years	5 to 9 years
Jan 1-Dec 31 2020	<b>27.95</b>	<b>\$28.46</b>	<b>\$30.50</b>	<b>\$31.52</b>
<b>Casual Employees</b>				
Jan 1-Dec 31 2020	<b>\$22.43</b>			

\*Back pay equivalent to the **2021** increase will be paid to all current Employees. Whenever there are Casual Employees or Temporary Employees employed, they shall earn a wage rate equal to 80% of the current wage rate.

### Appendix B – Job Description Finance and Administration Officer

Reporting to the Executive Director, the Finance and Administration Officer is a full-time position responsible for the office's day-to-day operations to ensure organizational effectiveness and efficiency. The position is responsible for handling a wide range of tasks related to financial, administrative, and executive support.

#### Areas of Responsibility

##### Administration

- Provide general administrative support to the Executive Director and Board of Directors
- Manage the organization's office space, equipment, and supplies
- Front office reception
- Work Remotely when required

##### Finance

- Manage, update, and maintain all financial records of the organization
- Assist the Executive Director in keeping the organization financially stable and sustainable
- Manage day-to-day banking, accounts receivable, accounts payable, and payroll
- Maintain human resources records
- Coordinate member and donor relations, including maintenance of database
- Oversee audit and internal control measures
- Prepare financial reports for executive and board meetings

#### Other Duties

- Assist in planning and manage logistics and finances for events, including annual conference, AGM, and special events
- Contribute to guiding and implementing the organization's strategic directions
- Provide support to other staff as assigned

### **Appendix C – Job Description Communications Officer**

Reporting to the Executive Director, the Communications Officer is a full-time position responsible for managing media relations and communications.

#### **Areas of Responsibility**

##### Communications

- Provide general communications support to the executive director
- Research, write, and produce multimedia and print materials for advocacy campaigns
- Design and write the organization's newsletter and e-newsletter
- Develop and implement a social media strategy
- Develop and edit website content
- Support the organization's media spokespeople and act as backup spokesperson
- Write and coordinate advertising, publications, and media releases
- Work with designers and suppliers to create communications and advertising products
- Promote and help coordinate events and media conferences
- Help develop and implement the organization's communications strategy, including all aspects of internal and external communications, membership growth, media relations, and public engagement
- Work remotely when required

##### Other Duties

- Represent the organization at meetings as needed
- Contribute to guiding and implementing the organization's strategic directions
- Provide support to other staff as assigned