

COLLECTIVE AGREEMENT BETWEEN

ALBERTA NEW DEMOCRATIC PARTY
(Hereinafter referred to as the “Employer”)

OF THE FIRST PART

And

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION LOCAL 458
(Hereinafter referred to as “the Union”)

OF THE SECOND PART

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1 PURPOSE

The purpose of this Agreement is to maintain an harmonious relationship between the Alberta New Democratic Party (herein called the Employer) and its employees; to define clearly the hours of work, rates of pay, and conditions of employment; to provide for an amicable method of settling differences which may, from time to time arise; to promote the mutual interest of the Employer and the employees; to promote and maintain such employment conditions and, in recognition whereof, the Employer and the Union agree as follows:

2 BARGAINING AGENCY AND RECOGNITION

2.01 The Employer recognizes the Union as the sole bargaining authority for all employees in its Alberta offices within the jurisdiction of the Union and within the classification of office and clerical workers listed in Appendix "B" or within such new classifications as may from time to time be agreed to and established by the parties. It is expressly agreed that this Agreement will not apply to any elected or appointed officer or representative of the Employer.

3 RIGHTS OF THE EMPLOYER

3.01 The Union recognizes the right of the Employer to hire, promote, demote, transfer, alter the work and duties of, suspend or otherwise discipline or discharge any employee, and that the Employer has full authority to exercise the functions of management and to direct its working force, subject to the provisions of this Agreement and the right of the Union or the employee(s) concerned to grieve as provided for in Article 12.

3.02 Employees are responsible to the Provincial Secretary or designate. If a designate is selected in place of the Provincial Secretary for any period of time, the employees and Union will be notified.

3.03 The provisions of the Agreement shall be subject to the Alberta NDP constitution.

4 Borrowed Personnel and Contracting Out

4.01 It is hereby expressly agreed and understood that persons working under the Borrowed Personnel Program(s) are not employees and that it is not the intention of the Employer to engage such personnel to such an extent that the same would result in the lay-off of regular employees. It is not the intention of the Employer to utilize borrowed personnel during a lay-off of regular employees, to such an extent that the same would prevent notice of recall.

If a grievance arises pertaining to the Borrowed Personnel Program(s), the matter will be sent to a mutually agreed upon mediator.

4.02 The Employer will endeavor to avoid contracting out work that can be done by current employees in an effective manner and meeting the operational time constraints of the work.

4.02.01 The Union will be provided with at least fifteen (15) calendar days' notice of intention to contact out work.

4.02.02 All contracting out arrangements will prioritize award of contracts to:
- first, Union shops, and where possible, COPE-organized union shops;
- second, organizations with living wage policies;
- third, made-in-Canada organizations.

4.02.03 Where it is not possible to contract out to organizations which meet the above criteria, notice shall be provided to the union of same.

5 UNION SECURITY

5.01 The Employer agrees that all employees will maintain Union membership as a condition of employment, and the Employer agrees to inform new employees of this condition. New employees who are retained beyond 30 calendar days of employment will become initiated members of the Union within an additional 15 calendar days and will remain in good standing as long as they are employed by the Employer.

5.02 Temporary or casual employees as per Article 7.03 and 7.04 will not be required to join the Union unless their continuous employment exceeds six months as per Article 7.03 at which time they must become initiated members of the Union. Employees who have been working for less than six months must pay an Applicant Service Fee at the current Union percentage times regular wages.

All the provisions of this contract will apply to such employees, except Article 17, of which only Clause 17.02 will apply.

5.03 Employees hired as per Article 7.06 will not be required to join the Union unless their continuous employment exceeds the pre-election, election and post-election periods at which time they must become temporary employees who are initiated members of the Union.

5.04 A representative of the Union shall be given an opportunity to meet with each new employee within regular working hours, without loss of pay, for a maximum of fifteen minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and their responsibilities and obligations to the Employer and the Union. Where ever possible new employees shall be grouped for orientation presentations.

- 5.05 Each month the Employer will deduct and transmit monies for Union Dues, Applicant Service Fees and any required Initiation and/or Assessments fees to the Treasurer of the Union by the 15th of the following month. Attached to the payment will be a list of the employees from whom the deductions were taken and the amounts collected
- 5.05.01 The Union shall inform the employer a minimum of 90 days in advance of any changes to Union Dues, Applicant Service Fees, and any required Initiation and/or Assessment fees.
- 5.06 Upon written notice from the Union that an eligible employee fails to join and maintain membership in the Union by refusing to pay dues or assessments, the Employer agrees to terminate employment of said employee 14 calendar days from the date of notice.
- 5.07 Employees will not be asked to make any written statements or verbal contract which may conflict with this Agreement.
- 5.08 It will not be a violation of this Agreement or cause for discipline or discharge of an employee in the performance of their duties to recognize a picket line. The Union will notify the Employer as soon as possible of the existence of such recognized picket line.
- 5.09 Employees will have all the rights of self-expression and participation within all political processes provided they fulfill the functions of their position consistent with their responsibilities as confidential employees.
- 5.09.01 Employees who are members of the NDP will have all the rights of self-expression and participation within the Alberta New Democratic Party and the New Democratic Party of Canada which are enjoyed by all members of the Party. Employees shall not experience any form of retaliation if they exercise their rights as members.
- 5.09.02 When employees are exercising their rights as members, and are choosing to volunteer, they shall be afforded the rights and protections of party members, subject to article 5.09, and they shall not be compensated for their time.**
- 5.09.03 Confidential information that is gained by employees in the execution of their position will not be used to further the employee's political or personal interests.
- 5.10 The Employer will provide a copy of this Agreement to the employee immediately upon commencement of employment.

6 Anti-Harassment and Discrimination

- 6.01 The Employer and the Union are committed to the principles and provisions of the *Alberta Human Rights Act* and in providing a working environment free from discrimination. The Employer and the Union support the principle that all people are to be treated with dignity and respect.
- 6.02 The Employer and the Union agree that neither party will exercise discrimination or coercion with respect to any Employee in the matter of training, upgrading, promotion, transfer, layoff, recall, discipline, discharge, or otherwise by reason of age, colour, place of origin, religious beliefs, gender, marital status, family status, sexual orientation, source of income, ancestry, physical disability or mental disability, or any other grounds as protected by *the Alberta Human Rights Act*.
- 6.03 The Employer and the Union agree that there will be no discrimination against any employee for reason of their membership or activity in the Union, except where otherwise provided for by the provisions of this Agreement or by countermanding legislation.
- 6.04 The Union and the Employer recognize the right of Employees to work in an environment free from discrimination, personal or sexual harassment or bullying. The ANDP does not and will not tolerate or condone behaviours that undermine the dignity or self-esteem of an individual or group, or which give rise to an intimidating, hostile or offensive environment.
- 6.05 It is the policy of the Employer to ensure that the working environment is conducive to the performance of work and is such that Employees are not hindered from carrying out their responsibilities. The Employer considers harassment in the workplace to be a totally unacceptable form of intimidation and will not tolerate its occurrence. The Employer will ensure that any Employee that wishes to submit a complaint, are able to do so in the strictest of confidence, and without fear of reprisal.
- 6.06 Harassment means engaging in repeated comments or conduct that is known or ought reasonably to be known to be unwelcome and shall include, but not be limited to:
- A reprisal, or threat of reprisal, which might be reasonably perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate touching is rejected.
 - Discriminatory, racist or offensive remarks, jokes, taunts, gestures, emails or offensive pictures that cause embarrassment or discomfort;
 - Demands for sexual favours or sexual assault;
 - Inappropriate or unwanted physical conduct such as touching, patting or pinching;

- Insulting comments, gestures and jokes of a sexual nature that cause discomfort or embarrassment;
- Inappropriate inquiries or comments about an individual's sex life;
- Threats, intimidation or retaliation against an individual who has initiated a harassment complaint or acted as witness or support person in the harassment process;
- Inappropriate or unwanted, online or social media: comments, likes, shares, or posts

- 6.07** Personal harassment and bullying mean repeated comments and /or actions, or a course of conduct that is known or ought to be reasonably known to be unwelcome and in demeaning or humiliating. Personal harassment and bullying do not include legitimate discussions between management and employees that are necessary for the Employer's operations.
- 6.08** An employee who wishes to pursue a concern arising from an alleged harassment may submit a complaint in writing within three (3) months of the latest alleged occurrence through the Union directly to the Employer. Complaints of this nature shall be treated in strict confidence by the Union and the Employer.
- 6.09** The Employer shall acknowledge the receipt of the complaint in writing under Article 5.08 within seven (7) days of receipt of the complaint from the Union and shall investigate and respond within thirty (30) days, which may be extended by mutual agreement in writing.
- 6.10** In cases of sexual harassment, the Employee being harassed has the right to discontinue contact with the alleged harasser, without incurring any penalty, pending determination of the complaint. The Employee shall indicate that they wish to discontinue contact when they submit their complaint.
- 6.10.01** The Employee submitting the complaint, the Union, and the Employer will meet as soon as possible, but in any case, within two (2) working days of the employee indicating their desire to discontinue contact to discuss implementation procedures.
- 6.11** Where the complainant is not satisfied with the Employer's response, the complaint may, within thirty (30) days, be forwarded to the grievance procedure, commencing at Step 2.
- 6.12** An Employee may elect to forgo this process and instead initiate a grievance under this clause at Step 1 of the Grievance Procedure. Grievances under this clause shall be treated in strict confidence by the Union and Employer.

7 DEFINITION OF EMPLOYEES

- 7.01 A regular employee is any person appointed to a classified position in the employ of the Party on a full-time permanent basis and who has completed the probationary period.
- 7.02 A regular part-time employee is any person appointed to a classified position in the employ of the Party on a continuing basis for less than the normal hours of the workweek. Regular part-time employees will be covered by all conditions of the Agreement on a pro-rata basis consistent with the time regularly employed each week.
- 7.03 A temporary employee is any person appointed to a classified position in the employ of the Party for a specific job and hired for a specific period of time. Should continuous employment exceed twelve months, the employee will be considered a regular employee and will have the rights of a regular employee under this Agreement, and seniority will date back to the original date of employment.
- 7.04 A casual employee is any person in the employ of the Party for extra or relief work on a call-in basis only and will be guaranteed a minimum of three and one half hours of work on each day that they are employed.
- 7.05 The Employer or its representative will make known to the employees the duties the employees are expected to perform and from whom the employees will receive their instructions as to the policies and procedures of the Employer.
- 7.06 Employees hired specifically for the pre-election, election and post-election periods will not be covered by this Agreement.
- 7.06.01 The pre-election period will be considered to be the 6 months before the election period defined in the Elections Act.
- 7.06.02 Election period will be defined by the appropriate Elections Act. For the purpose of this Agreement, election period is classified as the date the election writ is issued to the closing date of the polls.
- 7.06.03 The post-election period will be considered to be the 6 weeks following the election period defined in the Elections Act.
- If employment exceeds the pre-election, election and post-election periods, the employee will be considered a temporary employee under the terms of the Agreement.
- 7.07 Employees hired to work on PAC and Membership drives will be hired under the classification of S3 with the rate of pay as stated in Appendix A-Salary Schedule. They will be required to pay the Applicant Service fee. Should their length of employment exceed six consecutive months, they

will immediately fall under the Agreement in the classification of S2A with all the pay and benefits as provided by this Agreement.

8 UNION REPRESENTATION

- 8.01 The Employer will recognize the representative(s) and the Office Steward(s) as selected by the Union for the purpose 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.
- 8.02 The representative(s) of the Union will have the right to contact the employees at their place of employment on matters relating to the Agreement and its administration. The Union will obtain authorization from the Employer as to appropriate time for such contact before meeting the employees.
- 8.03 The Office Steward(s) may, within reason, investigate and process grievances or confer with the representatives of the Union during working hours without loss of pay. The Steward(s) will obtain permission from their immediate supervisor before leaving their immediate area for such purposes and such permission will not be unreasonably denied.
- 8.04 The Employer will not discharge, discipline, or otherwise discriminate against any member of the Union for participation in or for action on behalf of the Union or for the exercise of rights provided by this Agreement.
- 8.05 There will be consultation with the Union prior to all changes affecting staffing requirement or Party office organization. Notice will be given in writing to the President of the Union at least fifteen working days prior to the proposed implementation. Consultation will take place between the Union and the Employer prior to the above-described changes being implemented.
- 8.06 Where major procedural changes in the operation of the office are necessitated by major events or projects (other than an election call), the implementation of such procedural change will be communicated to the Union in writing no less than two weeks before the change is implemented.
- 8.06.01 In emergent or unexpected circumstances, the Union shall be advised as soon as reasonably possible.

9 HOURS OF WORK

- 9.01 A regular working day for full-time employees in classifications S1B and S2B will consist of seven working hours between the hours of 8:00 a.m. and 6:00 p.m., five days per week, Monday through Friday inclusive, with two consecutive days off per week, including:

9.01.01 An unpaid lunch period of one hour. Such period may be reduced to one half hour by mutual agreement between employer and the employee.

9.01.02 Regular starting and stopping times as arranged between the employer and employees.

A regular working day for S3 employees will be considered those hours normally scheduled on a day to day/week by week basis not pertaining to Provincial Councils/Conventions or Provincial/Federal Elections or By-Election Campaigns requiring altered hours.

9.02 One paid relief period of fifteen minutes will be provided for every four hours of work.

9.03 Subject to Clause 9.06, overtime for classifications S1B, S2B and S3 is defined as time worked, at the authorization of the Employer, over and above seven hours per day or 35 hours per week, or all hours worked on holidays as outlined in Article 12.01.

9.04 Authorized work for classifications S1B, S2B and S3 over seven hours in a day or 35 hours in a week will be paid at the rate of time and one half the employee's regular rate.

9.05 Overtime for classifications S1B, S2B and S3 will be compensated in pay except that, upon the request of an employee, the compensation will be an equivalent leave with pay at a mutually agreed upon time.

9.06 Clauses 9.01, 9.03, 9.04 and 9.05 do not apply to employees in classifications D1D, D1A, S1A and S2A.

9.07 In lieu of overtime employees in classifications D1D, D1A, S1A and S2A will in each calendar quarter, receive four days as lieu days. The lieu days will be taken at a mutually agreed time in the quarter following that in which they were earned. Unused lieu time may only be carried over to the following quarter upon mutual written agreement between the Employer and the employee. No request will be unreasonably withheld subject to operational requirements. No more than 50% of earned lieu time will be carried over to the following quarter.

If there is no mutual agreement in place between the Employer and the employee to carry forward to the next quarter, the employee will be paid out at the end of the quarter.

10 ADDITIONAL WORKING CONDITIONS – HOURS OF WORK

10.01 All employees listed in Appendix B are expected to work at Provincial Councils and Provincial Conventions and to work altered hours during Provincial or Federal Elections or By-election Campaigns, as required. The Employer agrees to give, where possible, 5 days' notice.

10.01.01 During Provincial Councils and Provincial Conventions the Employer will advise the employees and the Union as soon as possible of any "altered hours" requirement, and the duration of the event for all of the classifications groups in this Agreement.

When so required by the Employer employees in classifications S1B, S2B and S3 are expected to work "altered hours", which are any hours other than "regular working hours" as defined by Clause 9.01.

When time worked exceeds seven hours per day or 35 hours in a week (as per Clause 9.03) the additional time will be paid at the rate of time and one half per hour or the employee, by mutual agreement with the Employer, will receive time off at time and one half rates in lieu of overtime pay.

Employees in classifications D1D, D1A, S1A and S2A who are required to work at Provincial Councils and Provincial Conventions fall under Article 9.07 with entitlement to lieu days in each quarter for the extra hours worked.

For all classifications for any days worked during the Provincial Councils and Provincial Conventions the employees will receive one working day of pay for each day worked or an equivalent time off within the next 60 working days.

10.01.02 During Provincial or Federal Elections or By-election Campaigns the Employer will advise the employees and the Union as soon as possible of any "altered hours" requirement, and the duration of the event for all of the classification groups in this Agreement.

When so required by the Employer employees in classifications S1B, S2B and S3 are expected to work "altered hours", which are any hours other than "regular working hours" as defined by Clause 9.01.

When time worked exceeds seven hours per day or 35 hours in a week (as per Clause 9.03) the additional time will be paid at the rate of time and one half per hour or the employee, by mutual agreement with the Employer, will receive time off at time and one half rates in lieu of overtime pay.

Employees in classifications D1D, D1A, S1A and S2A and will receive two days of paid leave of absence in recognition of continuous heavy work. The lieu days will be taken at a mutually agreed time within 12 months following the period in which they were earned.

Continuous heavy work during a Campaign period is defined as over 70 hours per week for staff directly involved in Organizing, Fundraising, Communications, Operations or any other special projects relating to the Election campaign. Classifications included are D1D, D1A, S1A and S2A.

10.01.01 Employees in these classifications will receive special recognition with one additional day of paid leave of absence if they exceed 500 hours work during the Provincial or Federal Elections or By-election Campaign periods. The lieu day will be taken at a mutually agreed time within the twelve months following the period which it was earned.

10.02 The Employer will be responsible for authorized hotel, travel costs and transportation for all employees for Conventions, Councils, Schools and out-of-office work. Wherever possible, traveling time will be within the employee's normal working hours.

Should authorized combined traveling time and working time for classifications S1B, S2B and S3 be in excess of seven hours in any day or should traveling be required on a regularly scheduled day off, the employee will have compensatory time off. Time off is calculated at time and a half and is to be taken within a month from the traveling date that the overtime was incurred. If time off cannot be arranged payment will be at time and a half rates. Travel time is the time taken to travel from home to any other location other than the regular work site and does not include time on a meal break where no traveling is taking place.

10.03 Authorized accommodation will be on an individual basis. Where possible, payment will be made in advance by the Employer or billed to the Employer.

During the pre-election, election, and post-election period, authorized accommodation will be on a private room billet or by mutual agreement on a shared basis. Where possible, payment will be made in advance by the Employer or billed to the Employer.

11 ADDITIONAL WORKING CONDITIONS – TRAVEL AND EXPENSES

11.01 For authorized out-of-office in-town **work during an election period** a meal allowance of up to \$63.00 per day will be paid:

11.01.01	Breakfast	up to \$15.00
11.01.02	Lunch	up to \$20.00
11.01.03	Dinner	up to \$28.00
11.01.04	Total	up to a maximum of \$63.00 per day.

11.02 For authorized out-of-town work, a meal allowance of \$63.00 per day will be paid.

11.03 Mileage will be paid as follows:

11.03.01 Full time employees in classifications D1A (Director of Organization and **Director of Operations** only), S1A, (Organizer only) and S2A who are required to use their vehicles to conduct the authorized business of the Employer will receive the sum of \$400.00 per month car allowance. Employees will be reimbursed for gas receipts for travel as presented.

11.03.02 All other employees will not receive a car allowance but will be reimbursed at a rate equivalent to the most recently published Revenue Canada yearly mileage rate for all kilometers travelled on Employer business.

11.07 Employees required to work altered schedules will be provided with child care or reimbursed for any child care costs up to a maximum of the hourly minimum wage upon presentation of receipts to the Provincial Secretary.

Employees in classification S3 working a regular scheduled shift will not be considered to be working altered hours and are not entitled to reimbursement under this Clause.

11.08 Working from home may be considered, by mutual agreement, for emergent situations, inclement weather and/ or day-to-day work on an occasional basis.

11.08.01 Employees working from home are expected to perform their duties in a safe and healthy environment that conforms to the Employer's security and confidentiality protocols. Employees may be asked to demonstrate how these needs are being met.

11.09 Employees who require a cell phone in the course of their duties will be provided one or reimbursed for same.

12 GRIEVANCE PROCEDURE

12.01 A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Agreement or a case where the Employer has acted unjustly, improperly, or unreasonably.

12.02 Both Parties recognize an employee, accompanied by a Union Steward, 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.

12.03 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.

Grievances will be dealt with according to the following procedure:

- 12.04 STEP 1 Grievances must be filed in writing within **fifteen** working days of the occurrence giving rise to the grievance or the grievor becoming aware of the event giving rise to the grievance. Grievances by the Union must be filed with the Provincial Secretary. Grievances by the Employer must be filed with the Union President. Formal discussion of the grievance will occur within five working days of the grievance being filed or as mutually agreed by the parties.
- 12.05 STEP 2 if either party believes a settlement cannot be reached at STEP 1, that party may close Step 1 by written notification to the other party. The grievor or the Union may advance the matter to Step 2 by notifying the other party in writing, stating the main facts relating to the grievance or dispute within five working days of the date Step 1 was closed. The Provincial Secretary or their designate will thereupon convene a meeting attended by the grievor, a representative of the Union and two representatives of the Employer to attempt to resolve the grievance. The meeting will be held at the earliest convenience of all parties and must be completed within twenty-**five** working days. Any grievance or dispute which has reached this step (Step 2) will, once it is reduced to writing, be copied to the President of the Union and to the Provincial Secretary.
- 12.06 STEP 3 if either party believes a settlement cannot be reached at STEP 2 that party may notify the other party in writing of its desire to submit the difference to mediation. The recipient of the notice will, within fifteen working days or at another mutually agreeable time, meet with the other party for the purpose of appointing a mediator. The mediator shall be an unbiased individual with formal training in mediation.
- 12.07 The mediator will hear and make a recommendation on the outcome of the grievance. The mediator may recommend that the employer and the union quash, vary or confirm any action taken by either party and will be asked to issue a recommendation in writing. Such recommendation shall be non-prejudicial and may not be used as evidence in arbitration.
- 12.08 If the parties are unable to agree on a mediator within 30 days, the grievance shall immediately proceed to STEP 4.
- 12.09 STEP 4 if either party believes a settlement cannot be reached at STEP 3 that party may notify the other party in writing of its desire to submit the difference to arbitration. The recipient of the notice will, within fifteen working days or at another mutually agreeable time, meet with the other party for the purpose of appointing an arbitrator.
- 12.10 If the parties are unable to agree on an arbitrator within 30 days, the appointment will be made in accordance with the *Alberta Labour Relations Code* upon request of either party.
- 12.11 The arbitrator will hear and determine the grievance. The arbitrator may quash, vary, or confirm any action taken by either party and will issue an award in writing, the decision is final and binding upon the parties.
- 12.12 The expenses of the mediator and/or arbitrator will be borne jointly by the two parties.

- 12.13 Neither the mediator nor the-arbitrator, when making the recommendation or decision shall alter, amend, or change the terms of the Agreement.
- 12.14 As an alternate procedure at Step 4, the parties to this Agreement may, if mutually agreed, establish an Arbitration Board in accordance with the applicable Province of Alberta statute.
- 12.15 Any of the time limits referred to in this Article may be extended by mutual agreement and must be in writing.
- 12.16 Grievance proceedings shall be held with the intention of resolving issues. Discussions during the grievance process shall be non-precedent setting, privileged, confidential and shall not be produced in evidence during arbitration.

13 SENIORITY

- 13.01 Seniority will mean the length of continuous service with the Employer and will be cumulative on an office wide basis.
- 13.02 Employees retained on staff following the probationary period will have seniority credited to the date of hiring.
- 13.03 An employee will lose all seniority rights for any one or more of the following reasons:
 - 13.03.01 Voluntary resignation
 - 13.03.02 Discharge for just cause
 - 13.03.03 Failure to return to work within ten working days after being recalled from a layoff by registered mail unless due to illness or accident. If requested by the Employer, a doctor's certificate in respect to the illness or substantiating proof of the accident must be supplied by the employee to the Employer within fifteen days of the recall.
- 13.04 **Seniority lists will be maintained by the employer, shared with each employee every January, and provided upon request by the Union or an employee.**
- 13.05 When there are two or more applicants from within the bargaining unit, in making promotions, transfers, or filling new positions, the most senior qualified applicant will be selected.

14 DISCIPLINE, DISCHARGE AND TERMINATION

- 14.01 It is hereby agreed that the Employer has the right to discipline and discharge for just cause.

- 14.02 A newly hired employee may be terminated at any time prior to the expiration of their probationary period without just cause, notice, or pay in lieu of notice.
- 14.03 The Employer will notify an employee 24 hours in advance, in writing, of any interview of a disciplinary nature or related to the employee's job performance or attendance record. The notice will include the employee's rights as defined in Clause 14.05, 14.06 and 14.07 and will describe the purpose of the interview.
- 14.04 At the time of discipline or discharge, the Employer will advise the employee and the Union, in writing, that disciplinary action has been taken and the reasons for such discipline.
- 14.05 **Employee personnel files may be considered in all interviews. If the employee wishes to** have access to this file before the interview they shall be provided with access, upon request, in the presence of the Employer prior to the interview.
- 14.06 Any employee summoned to a disciplinary interview as per Clause 14.03 will have the right, upon request, to be accompanied by a Union representative so that the latter may participate in good faith to the discussion and contribute to the clarification of the situation. Neither the employee nor the Union Steward will lose pay for the time spent in such an interview.
- 14.07 A disciplined or terminated employee may take action as per Article 10.
- 14.08 If an employee is to be terminated (except for just cause) said employee will receive notice as per the *Alberta Employment Standards Code* prior to the date of termination or wages in lieu of notice, at the Employer's option.
- 14.09 An employee with more than one year of service who is terminated by the Employer for reasons other than just cause will receive severance pay calculated at the employee's regular rate of pay on the basis of two weeks of pay for each year of employment to a maximum of ten years of service.
- 14.10 In addition to Clause 14.09, where fractions of a year of service are involved, severance pay will be pro-rated at the rate of one-twelfth of the current weekly salary for each month of service or fraction thereof beyond a full year.
- 14.11 In addition to any other payment required by this Article, any employee with more than five years of service who for any reason terminates their employment with the Employer will receive a termination payment of one week of pay for each year of employment up to a maximum of ten years of service.

15 HOLIDAYS

15.01 The Employer agrees to provide all employees, whose normal work schedule would fall on these days with the following holidays without loss of pay:

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

One floater day

And any other day that may be stated as a legal holiday by the federal, provincial, or civic governments. Employees who are members of a recognized religion who prefer to observe alternate days that require their absence from work on days other than the listed statutory holidays may, by mutual agreement, request to exchange one of the listed statutory holidays for their religious holiday.

15.01.01 Employees may, by mutual agreement, exchange the Labour Day holiday for an alternate day in the same fiscal year.

15.02 When any of the above holidays fall on a Saturday and/or Sunday, the preceding Thursday and/or Friday or the following Monday and/or Tuesday will be observed as the holiday(s).

15.03 In the event of any of the holidays enumerated in Clause 15.01 occurring during the period of any employee's vacation or during the use of lieu days, an additional day of vacation with pay will be given for each holiday so occurring.

15.04 No deduction will be made in the pay of any regular employee for a holiday not worked unless an employee is absent without the immediate supervisor's consent on either of the working days immediately preceding or following the holiday.

15.05 Three working days of leave with pay will be granted to employees, subject to occupational requirements, touching on one of the following holidays: Christmas, Boxing Day or New Year's Day. The three days will be scheduled by mutual agreement between the Employer and the employee, and the schedule will ensure that the office is staffed on regular working days. These days of leave cannot be accumulated for another time during the contract year if they are not taken at this time. If occupational requirements preclude an employee from taking these days, the Employer and the employee will by mutual agreement reschedule the three days of leave within 90 days before or after the three days.

16 VACATIONS

16.01 Senior employees will be given preference in the selection of vacation periods. Any vacation period must be taken at the time mutually agreed with the Employer and the employee. Vacations will be accrued from January 1 to December 31 of each year. Vacation accrual will be pro-rated based on the employee's hire date. Vacations must not be taken prior to their accrual unless mutually agreed to by the Employer and the employee in writing. Such requests will not be unreasonably denied. Vacation must be completed prior to the employee's next anniversary date.

16.01.01 An employee and the employer may mutually agree, in writing, to defer up to two weeks of vacation. Such deferral shall be for a maximum of one year following the employee's anniversary date.

16.02 Employees shall be entitled to vacation days in accordance with the following:

Years of Service	Vacation Days
0 – up to 5	15 Days
5	20 Days
6	21 Days
7	22 Days
8	23 Days
9	24 Days
10	25 Days
11	26 Days
12	27 Days
13	28 Days
14	29 Days
15	30 Days
16	31 Days
17	32 Days
18	32.5 Days
19	33 Days
20	33.5 Days
21	34 Days
22	35 Days

16.03 If mutually agreed upon by the Employer and employee in writing an employee who has worked five years or more may accumulate vacation pay up to one week, to be paid to said employee upon termination of their employment.

16.04 An employee will be entitled, on leaving the Employer's service, to vacation pay for unused earned vacation and lieu days.

16.04.01 If an employee leaves the service of the employer, and has used vacation in advance of earning it as per Article 16.01, they shall reimburse the employer for unearned and used vacation time. Such repayment shall be collected from the employee's final pay and/or by a mutually agreed to schedule in writing.

16.05 Special conditions may be negotiated by mutual agreement between the Employer, the Union and the employee and will be in writing. In such cases where elections or other circumstances preclude the employee from taking earned vacation said agreement will be in writing and copied to the Union.

If no mutual agreement has been reached the Employer will schedule the employee's vacation.

17 MEDICAL PLAN, HOSPITALIZATION, COMPENSATION, AND WELFARE

17.01 The Employer will pay the employee's monthly premium of Alberta Health Care Insurance.

17.02 All employees will be covered by Workers' Compensation.

17.03 The employer agrees to cover the cost of the **current benefits provider plan**. Should the benefit plan/ provider be changed, the Employer will involve the union with any changes to benefit design. The benefit plan will maintain a comparable level of benefits regardless of provider.

17.04 The Union recognizes that the Employer may not qualify for group insurance. When the Employer cannot obtain reasonably priced group insurance the following will be paid and the employee may purchase their own coverage for benefits;

17.04.01 A sum equivalent to the Blue Cross premium for Plan B family coverage;

17.04.02 \$35.00/month with which the employee may purchase life insurance;

17.04.03 \$250.00/month with which the employee may purchase short and long term disability Insurance.

17.05 At the request of the employee, the benefits described in Articles 17.01 and 17.04 will include the employee's dependents.

17.06 In lieu of pension, the Employer will pay all regular employees covered by this Agreement the sum of \$350.00 by direct deposit to an Employee's RRSP account. Employees may also authorize the Employer to increase the direct deposit by a specified amount to be deducted from the employee's earnings. (Effective March 1, 2017)

17.07 The Employer agrees to reimburse the cost of one ophthalmologic eye examination every two calendar years, if recommended in writing by the employee's physician or regular

ophthalmologist and if such an exam is not covered under the terms of the employee benefit plan.

18 SICK LEAVE AND LEAVE OF ABSENCE

18.01 Employees will be allowed one and one-half days of sick leave with pay for each month worked, such leave is to be cumulative from year to year to a maximum of one hundred and twenty actual working days. If requested by the Employer, a doctor's certificate must be supplied by the employee in respect to an illness extending beyond three days. There will be no payment of accumulated sick leave upon termination of employment; however, accumulated sick leave will be retained should a terminated employee be re-hired within one year.

18.02 Where an employee is responsible for purchasing their own disability insurance as per Clause 15.04 it is recognized that the Employer is only responsible for ensuring that for those days the employee is entitled to sick leave, there will be no net loss of income.

The employee will purchase disability insurance providing a minimum of 55% of gross salary as a benefit with a waiting period of 30 days. When the employee provides documentation as to what percentage level of gross salary disability insurance coverage they have been able to obtain, the Employer will pay the balance to bring the gross salary level to 100%. When no documentation is provided, by the employee, the employee will be deemed to have purchased 55% and the Employer is only liable to pay sick benefits of 45% of the gross salary level.

18.03 Where an employee is receiving benefits in accordance with Clause 18.01, any weekly indemnity paid under a Health and Welfare Plan referred to in Clause 17.04 and/or any Workers' Compensation benefit will be refunded to the Employer.

18.04 Employees will be granted extended sick leave of absence without pay of up to six months after one year of service and twelve months after five years of service beyond the paid sick leave entitlement provided in Clause 18.01 (during the periods of lengthy illness or disability as certified by a medical doctor). No loss of seniority will be incurred during that period of leave beyond the paid sick leave entitlement if the employee has three years or more of service. Otherwise seniority will be retained but not accumulated.

18.05 When an employee is granted extended sick leave as per Clause 18.04, the Employer will reimburse the employee, up to a maximum of six months, the cost of benefits as per Clauses 17.01, 17.03, and 17.04, three months after the employee returns to work, provided that the employee has requested continuous coverage during the period of extended sick leave and paid the costs thereof.

18.06 Employees are entitled to Maternity Leave and/or Parental Leave (including Adoptive Parents) as per the Employment Standards Code, **regardless of their gender identity and/or gender expression**. An employee will be granted maternity leave prior to delivery of whatever duration

is deemed necessary by the employee and their doctor, with no loss of seniority. Duration of the maternity or parental leave will be based on qualifying for and receiving government of Canada Employment Insurance benefits.

Illness arising due to pregnancy during employment and prior to the maternity leave of absence will be charged to normal sick leave credits.

- 18.07 An employee with more than 12 months of service will receive for each of 15 weeks for which the employee receives Employment Insurance for maternity, parental, or adoptive leave benefits, an indemnity equal to the difference between the employee's normal salary and the EI benefits they receive. Such indemnity will be paid on a regular period following the two week waiting period imposed by EI. It is the employee's responsibility, if not coming back to work for a full six-month period following the leave stated in Clause 18.06, to reimburse the Employer monies paid under the Clause.
- 18.08 In the case of adoption of a child of any age, an employee, male or female, will be granted leave without pay up to the entitlement as set out in the Employment Standards Code.
- 18.09 Maternity/Paternity or Adoption Leave Service Credits/Seniority:
- 18.09.01 An Employee who returns to work from maternity, paternity or adoption leave will retain service credits and seniority rights accumulated prior to the leave period and will be credited with seniority for the period of time covered by the leave.
- 18.09.02 Upon return from maternity, paternity, adoption leave, an employee will be placed in their former position or in a position of equal rank and pay.
- 18.10 An employee on an approved leave of absence without pay in excess of one month will be continued on group benefit plans at their request provided that the employee makes arrangements for the full payment of the premiums.
- 18.11 Any employee may apply for and, where possible, will receive up to **6 months** of leave of absence without pay for reasons other than sick leave. Seniority will be retained but not accumulated. Permission for such leave must be obtained from the Employer in writing at least **30** days prior to the employee's departure.
- 18.12 Employees, when delegated to perform Union activities, will be granted a leave of absence without pay, not to exceed 30 days and without loss of seniority.
- 18.13 Employees selected to act on behalf of the Union will not have their wages reduced by reason of time spent during the period of negotiations and/or processing of grievances with the Employer.

- 18.14 Employees will be allowed time off without loss of pay to attend the regular monthly meeting of the Union if the regularly scheduled meeting is within their working hours. The Employer will be notified if the regular scheduled time and date is changed and receive two weeks' notice of each meeting when possible.
- 18.15 In the case of a death in an employee's immediate family, the employee will be granted a leave of absence of five days with pay. For the purpose of this Clause, "immediate family" is defined as spouse, including common-law, whether or not of the same gender as the employee, father, mother, sibling, child of the employee or the employee's spouse, unborn child of the employee or the employee's spouse, or the grandparents or grandchildren of the employee or the employee's spouse.
- 18.15.01 An additional two days' bereavement leave will be granted if travel is necessary or if the employee has been named Executor of the Estate.
- 18.15.02 Additional unpaid leave will be granted to an employee who has been named Executor of the Estate for the purposes of attending to those duties.**
- 18.16 An employee summoned to Jury Duty or called as a Crown Witness will be paid wages amounting to the difference between the amount paid to them for jury service or their time as a Crown Witness and the amount they would have earned had they worked on such days. Employees on Jury Duty or appearing as a Crown Witness will furnish the Employer with such statement of earnings as the Court may provide. Employees will return to work within a reasonable period of time. They will not be required to report if less than two hours of their shift remains to be worked. Total hours on Jury Duty or as a Crown Witness and actual work on the job in one day will not exceed seven hours, for the purposes of establishing the basic workday.
- 18.17 The Employer will grant an employee up to two days of personal leave per year, not accumulative year after year or payable if not used. This leave is for use in cases of family illness or urgent personal matters.
- 18.18 Employees will make every effort to schedule medical, doctor and dentist appointments outside of their regular working hours. However, where necessary, the Employer will allow employees up to three hours paid leave for any medical, doctor, or dentist appointments required.
- 18.19 The employer will provide for Job Protected Special Unpaid Leaves:**
- 18.19.01 Citizenship Leave: The Employer will provide a half (1/2) day of unpaid leave for an Employee to attend a ceremony to receive a certificate of citizenship.**
- 18.19.02 Compassionate Care leave: The Employer will provide up to 27 weeks of unpaid leave for an Employee to provide care and support to a seriously ill family member or spouse's family member.**

- 18.19.02.01** Family member shall be defined as:
Children (and their partner/spouse)
Current or former wards
Parents, step-parents, foster parents
Sibling, half-sibling, step-sibling
Grandparents
Grandchildren
Aunts, uncles
Nieces, nephews
- 18.19.02.02** Leave may be taken in more than one period, but no period can be less than one-week duration. Proof of illness and/ or significant risk of imminent death may be required.
- 18.19.03** Critical Illness Leave: The Employer will provide up to the thirty-six (36) weeks of unpaid leave to care for an ill or injured child and up to sixteen (16) weeks of unpaid leave to care for an ill or injured adult family member, spouse's family member.
- 18.19.03.01** Family member shall be defined as per 18.19.02.01
- 18.19.03.02** Leave may be taken in more than one period, but no period can be less than one-week duration. Proof of illness may be required.
- 18.19.04** Death of a Child Leave: The Employer will provide up to one-hundred and four (104) weeks of unpaid leave.
- 18.19.05** Disappearance of a Child Leave: The Employer will provide up to fifty-two (52) weeks of unpaid leave. Leave will end fourteen (14) days after the child's return.
- 18.19.06** Domestic Violence Leave: The Employer will provide up to ten (10) unpaid days in a calendar year to seek services such as medical, counsel, legal, law enforcement or to relocate temporarily or permanently.
- 18.19.07** Long-term Illness and Injury leave: The Employer will provide up to the sixteen (16) weeks of unpaid leave per calendar year.
- 18.19.08** Personal and Family Responsibility Leave: The Employer will provide up to the five (5) days of unpaid leave to take care of Personal health matters or Family Responsibilities
- 18.19.09** Employees choosing to seek relevant professional development opportunities to participate in elections may, if operational circumstances permit, be allowed leave to do so.
- 18.20** For all leaves of absence without pay in excess of one month except in the case of parental leave as per Article 18, seniority will be retained but will not accrue. Likewise, service time for the calculation of termination pay, annual vacation length, accrual of sick leave, entitlement to

extended sick leave, entitlement to income protection during parental leave, placement on salary grid, and calculation of service bonus will not accrue during such leave.

During such leave, except in the case of parental leaves as per Article 18, right to car allowance, payments in lieu of pension, and Employer contributions to benefit plans will be suspended.

19 STAFF DEVELOPMENT

- 19.01 When the Employer requests an employee to attend a course related to job skills, the Employer will pay 100% of the cost upon registration, and there will be no loss of wages, benefits or seniority.
- 19.02 In the event an employee attends an educational course as specified in Clause 19.01 and that day is other than a regular working day, a compensating day off with pay will be granted and taken by the employee preceding or succeeding the day of the attendance at such course, or at such other time as is mutually agreed upon between the Employer and employee.
- 19.03 When the employee requests leave to take a course for the purpose of training in an area related to their job, if approved in advance by the Employer, the Employer will reimburse up to 100% of the cost of the course to the employee, and this reimbursement will be made as follows:
- 19.03.01 50% upon successful completion of the course;
 - 19.03.02 50% six months after the successful completion of the course if the employee is still in the employ of the Employer.
 - 19.03.03 the maximum reimbursement under Clause 17.03 will be **\$950.00** per employee per course.
- 19.04 Leave detailed in Clause 19.03 will be granted without loss of wages or benefits at the sole discretion of the Employer.
- 19.05 An employee may elect to use funds allocated in article 19.03.03 to cover expenses related to professional development leave as indicated in article 18.19.09.**
- 19.06 In recognition of the importance of fitness, health and well-being of employees, the Employer agrees to reimburse employees for receipted expenses to a maximum \$300 to each employee annually for the purchase of gym, fitness centre or community centre memberships, **fitness equipment**, or for fees for fitness class, weight loss programs, smoking cessation and nutritional counselling not already provided for under the benefits plan. The subsidy is not cumulative year after year nor payable if not used.

20 TECHNOLOGICAL CHANGE

- 20.01 In the event of proposed technological changes, including the introduction of new machinery, the Employer agrees to advise the Shop Steward(s) of such changes at least 30 days prior to implementation when possible, and further agrees:
- 20.02 Any new positions created by technological changes will be offered to present employees first.
- 20.03 Should such new positions require extra training, the Employer will institute a training program for those employees who wish to accept employment.
- 20.04 Should technological change result in a change in the required qualifications for a position, the individual occupying that position will be provided with the additional training required. Such training will be provided and paid for by the Employer as soon as possible before or after implementation of the change.

21 SAFETY AND HEALTH

- 21.01 The Employer will make all reasonable provisions for the safety and health of employees while at work. All Workers' Compensation and Occupational Health and Safety Act legislation will apply and no employee will be required to work under conditions in violation of such legislation.
- 21.02 Two members of the Employer and two Union members will meet at least annually, and as needed to discuss employee concerns at a time mutually agreed to by the Union and the Employer. Minutes from these meetings will be recorded and posted in the Party office(s). Chair of this committee will be rotated between the Employer and the Union. Health and safety issues will be dealt with as they arise by a joint Employer/employee meeting at a mutually agreeable time.
- 21.03 The Employer agrees to maintain in the workplace.
 - 21.03.01 Fire extinguishers meeting Fire Department Standards.
 - 21.03.02 A first aid kit that is prominently placed, checked monthly and resupplied as needed.
 - 21.03.03 Sanitary supplies, including toilet paper, towels, and soap.
 - 21.03.04 An emergency preparedness kit
- 21.04 Any employee, not receiving a monthly car allowance in accordance with Article 11.03.01 and who, at the Employer's request, works at least one half-hour beyond their agreed upon regular working hours and past 6:00 p.m. will be provided with reimbursement of transportation costs to their home upon request and the presentation of receipts.

- 21.05 Any employee who works two hours past their regular hours will be entitled to a paid half hour meal break and provided with a meal or reimbursement for a dinner meal at the applicable per diem rate upon presentation of receipts.
- 21.06 The Employer recognizes the importance of ergonomically adequate equipment in its offices and the impact of poor ergonomic equipment on employees' health. The employer agrees to keep all office equipment, furniture, and fixtures, particularly but not limited to, office chairs, desks, computers (including keyboards and pointing devices) in a state which meets ergonomic standards.
- 21.07 There shall be no discrimination, no penalty, no intimidation and no coercion against an employee exercising their rights under this Article.

22 RETIREMENT TRANSITION PLAN

- 22.01 The Employer will bank three days for each year of service for every regular employee up to a limit of three months. Employees considering retirement shall draw from this banked time to transition full-time to part-time without loss of pay and benefits. The schedule on how much banked time is used will be mutually determined between the Employer and the employee.

23 UNION LABEL

- 23.01 The privilege of using the Union Label will 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 will be the official Union Label of the Union with the designation of Local 458 and will remain the sole property of the Union.

24 VACANT POSITIONS AND PROBATIONARY PERIODS

- 24.01 Should a vacancy occur in a position as outlined in Appendix "B" of this Agreement, such position will first be posted and sent electronically to members of the bargaining unit for a period of at least three working days with a copy to the Secretary of the Union and the Shop Steward(s). The posting will indicate the position, classification level, required qualifications, and the closing date.

24.01.01 Should all members of the bargaining unit waive their right to apply for the vacancy in writing, the Employer may proceed to 24.02

Applicants will be interviewed if necessary, and the vacancy will be filled by the employee having the greatest seniority with the required qualifications.

24.02 If the vacancy cannot be filled from within the bargaining unit, the position will be posted with the President of the Union in writing or by email to the Union's current email address and copied to the Secretary of the Union and to the Shop Steward(s). The Employer will not advertise publicly for a period of two working days in order to give the Union the opportunity to submit the names of qualified Union members to the Employer.

24.03 All notices, postings and advertisements of vacancies or new positions, shall be posted electronically and contain the following information:

- job title and classification
- job type (regular, regular part time, temporary, casual) and class (full time, part-time, less than part time)
- required qualifications
- duties of the position
- salary/benefits as per Agreement
- hours of work
- term of employment
- closing date

24.04 If the Union supplies the names of Union members who meet the qualifications as posted by the Employer, those members will be granted an interview if necessary and will be given first consideration over individuals with equal qualifications who are not members of the Union.

24.05 All new employees, except temporary or casual employees, will be considered probationary for the first 90 calendar days. After 90 calendar days, an employee will become permanent. Temporary employees transferred to regular status will have their time worked deducted from their probationary period. The anniversary date for all employees will be the date of hire.

24.06 The probationary period for the positions of Organizer and Fundraiser/Classification S1A is six months.

24.07 When an employee is assigned, transferred or promoted to another position, they will be given a trial period of two months at the new classification entry salary rate. However, should the new salary rate be less than the previous salary rate, the employee will move to the next level in the classification pay scale that is above their previous salary rate. After the trial period and conditional on satisfactory service, the employee will be declared permanent. In the event the employee proves unsatisfactory, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, they will be returned to their former position

and salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions will also be returned to their former position and salary rate without loss of seniority. Notification of all such periods will be given to the Union in writing.

24.08 The relevant previous experience of a new Employee may be recognized by the Employer, through crediting the past years of experience at a ratio of (2:1); 2 years' past experience to 1 increment on the salary grid, for the classification to which the Employee was hired. Should more than five (5) years have lapsed since the work experience was obtained, the Employer shall not recognize said experience and the Employee will be considered a new hire.

24.08.01 Any credit provided under this clause will be not be considered as years of service, and the Employee will accrue seniority and entitlements, as per the terms set forth in this agreement.

25 JOB SECURITY

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

25.02 Where it is determined that the contemplated work-should be completed by the bargaining unit, but no current classification exists, see Article 31.02.

25.03 The Union recognizes the need for and agrees to the use of volunteers in the operation of the Party. The Employer will not use volunteers to replace, either in total or on a partial basis, employees covered by this Agreement.

26 LAYOFF AND RECALL

26.01 If a reduction of staff is necessary the Union will be notified in writing prior to the event taking place.

If the permanent staff of any classification is to be reduced, the Employer will first determine the number or positions to be reduced within each classification. The employee who was last appointed to a position in the classification to be reduced will be the first employee laid off. Temporary employees belonging to the classification to be reduced will be laid off prior to any permanent employees in the classification.

- 26.02 Notice for layoff will be a minimum of 21 calendar days or pay in lieu thereof or a combination of notice and pay in lieu of notice.
- 26.03 An employee laid off will be placed on the recall list and once recalled, the employee, upon return to work, will be entitled to time toward vacation pro-rated from the time of layoff.
- 26.04 Right of recall to the employee's former position, or to a position for which the employee is qualified, will be for one year from the date of layoff. New employees will not be hired until those laid off have been given an opportunity of recall.
- 26.05 Notice of recall will be by registered mail and email to the last address on file with the Employer. Employees will have ten working days from the date of registration to indicate their intention to return to work. Failure to contact the Employer within that time will result in forfeiture of the right of recall, and the Union will be so advised in writing.
- 26.06 Seniority and entitlement to extended sick leave will be retained during layoff. During layoff, an employee will be continued on the group health benefit plan for the duration of three calendar months unless the employee has obtained benefit coverage elsewhere. Written notification of new coverage shall be provided to the employer. After three months, and at the request of the employee, and provided that the employee makes arrangements for the full payment of the premiums, the employee will be continued on the group benefit plan up to one year.

The following benefits will not accrue or become payable during layoff:

- Service time for the calculation of termination pay
- Service time for annual vacation entitlement
- Accrual of sick leave
- Placement on the salary grid Calculation of service bonus
- Car allowance
- Payments in lieu of pension

- 26.07 During periods of layoff, short-term work will first be offered to employees in the bargaining unit having the necessary qualifications and seniority. The anticipated duration will be specified at the time the work is offered. Notice of such recall will be as per Article 24.05 but failure to contact the Employer or refusal of such short-term work will not result in the forfeiture of the right to recall or seniority rights.

27 PERFORMANCE APPRAISAL

- 27.01 A formal appraisal of every employee's performance will be made on an annual basis. The first appraisal will be conducted prior to the end of the employee's probationary period and, thereafter, within thirty days before or after the employee's anniversary date each year.

- 27.02 When a formal appraisal of the employee's performance is made, the employee concerned will be given the opportunity to review and sign the performance appraisal form upon its completion to indicate that its contents have been read. The employee will have the right to place their own comments on the form or to append their comments to the form. Refusal to sign will be signified on the performance appraisal form by the Employer with said notation certified by the employee with their signature. The absence of the employee's signature(s) will not render the performance appraisal invalid. The employee will be given an exact copy of the performance appraisal for their own records.
- 27.03 There will be a meeting scheduled between the Employer and the employee, with 24 hours' notice given, in writing, for the purpose of discussing the employee's performance appraisal. The employee will have the right to have a Union representative present at this meeting if desired.
- 27.04 An employee, or with the written consent of an employee, any authorized representative of the Union will by appointment during working hours, have the right to examine any and all employee performance appraisal reports held by the Employer concerning the employee's employment with the Employer. Every reasonable effort will be made to provide access within two working days of the request and will be in the presence of an authorized representative of the Employer.
- 27.05 It is understood by the parties that the performance appraisal process is a process for the guiding of and the improvement of the work of the employee, and the focus of the performance appraisal, so much as possible, will be on assisting the employee to perform to the best of their abilities.

28 PERSONNEL FILES

- 28.01 A personnel file shall be maintained by the Employer for each employee in the bargaining unit. Such file shall contain all records, reports and other documentation concerning the employee's employment and work performance. For greater clarity and certainty, the Employer specifically agrees that no personal files or documentation on employees related to promotions, demotions, transfers, commendations and disciplinary letters shall be kept outside of each individual employee's personnel file, save and except payroll and medical records.
- 28.02 No negative comment or report about any employee shall be placed in any personnel file unless the employee concerned is first given a copy of the information in a timely manner.
- 28.03 An Employee's record will be cleared of disciplinary measures after 18 months unless further disciplinary action is taken, in which case each prior disciplinary record shall be maintained for a total 24 months from the date it was issued.
- 28.04 Upon written request from an employee, the employee and/or a Union representative authorized by the employee will have access to the personnel file of the employee. Every

reasonable effort will be made to provide access within two working days of the request and will be in the presence of an authorized representative of the Employer.

29 CONTINUANCE OF AGREEMENT

29.01 In the event that a new Agreement has not been negotiated and settled by the termination date of the existing Agreement, it is agreed that the terms and conditions of the existing Agreement will remain in force until such time as a new Agreement is ratified by the Union and the Employer.

30 DURATION OF AGREEMENT AND AMENDMENTS

30.01 This Agreement will take effect on January 1, **2020** and will remain in full force and effect until December 31, **2023**, and from year to year thereafter unless either party will, not less than thirty days or more than one hundred and twenty days prior to the expiry date thereof, notify the other party of this Agreement or a desire to modify this Agreement. In the event that such notice is given, the parties will meet not later than fifteen days after receipt of such notice.

30.02 The parties agree that there will be no strike or lockout while this Agreement is in force.

31 CLASSIFICATION AND WAGES

31.01 Employees will be classified in accordance with the skills required for the position and will be paid not less than the hourly wage rate for such classification in accordance with Appendix "A" which is attached hereto and made part of this Agreement.

31.02 Any position not covered by Appendix "B" or any new position which may be established during the life of this Agreement will be subject to negotiations between the Union and the Employer prior to hiring. If the parties are unable to agree as to the classification and the rate of pay for the job in question or in reclassifying any position of an employee the matter will be submitted to a mediator/facilitator selected by mutual agreement between the parties. Selection of the mediator/facilitator is to be completed within 30 days.

31.03 When a position becomes vacant the Union shall be notified immediately in writing. Should the position not be filled within 30 days' justification must be sent to the Union.

- 31.04 Employees in all classifications except S3 will be paid semi-monthly on the fifteenth and on the last day of each month unless mutually agreed otherwise by the Employer and the Union. If the payday falls on a holiday or on a non-banking day, the payday will be advanced to the date before the holiday or the last banking day. Pay schedules for employees in S3 classification will be weekly and based on timely submission of employee timesheets.
- 31.05 The Employer will provide the employees with a statement of earnings and deductions each pay day.
- 31.06 If employees within a specific classification are receiving benefits in excess of the rates or privileges outlined in the Agreement, such conditions will not be altered due to the signing of this Agreement, **except where allowed in this Collective Agreement**. Any excess must be equally given to all employees with that classification covered by this Agreement. When such excesses are given to new employees in a specific classification already under the contract, with wages on a pro-rated basis.
- 31.07 The Employer will ensure that job descriptions together with the classifications are in place for each position and that employees are given a copy of the job description **for** their position at the time of hiring.
- 31.08 There shall be no discrimination between genders in the matter of appointment to vacant positions or in salaries for such positions. The employer recognizes equal pay for equal work.
- 31.09 **Changes in classification may occur as a result of:**
- **a decision by the Employer consistent with an assigned change in the duties of the position; or**
 - **a request by the employee following an assigned change in the duties of the position or where the employee can demonstrate that 50% of assigned duties are at a different classification.**
- 31.09.01 Changes to Classification shall be implemented as per “Appendix C” which is attached hereto and made part of this agreement.**

Article 32- Indemnification

- 32.01 The Employer shall indemnify and save harmless any employee from personal legal liability incurred by such employee in the administration of the affairs of the Employer, provided that such protection shall extend only to employees acting on bona fide duties as assigned by the Employer. This protection shall not extend to harassment or criminal charges.**

32.02 The Employer, the Union, and the employee will meet to discuss payment of all reasonable legal fees associated with legal actions commenced against employees of the Employee as a result of the administration of the affairs of the Employer provided that such protection shall extend only to employees acting bona fide duties as assigned by the Employer. This protection shall not extend to harassment or criminal charges.

Date: July 13, 2021

ANDP: _____

ANDP: _____

COPE 458: _____

COPE 458: _____

COPE 458: _____

Appendix A – Salary Schedule

Classification	Year	a. Up to 1 year	b. Up to 2 years	c. After 2 years
D1D	2020	\$79,051.41	\$82,213.57	\$85,337.57
D1A	2020	\$71,223.10	\$72,273.01	\$75,093.29
S1A	2020	\$61,875.05	\$62,969.46	\$65,951.54
S1B	2020	\$56,122	\$57,115.18	\$59,819.99
S2A	2020	\$50,578.73	\$51,610.90	\$52,643.14
S2B	2020	\$50,578.73	\$51,610.90	\$52,643.14
S3	2020	\$18.76/hr		

Classification	Year	a. Up to 1 year	b. Up to 2 years	c. After 2 years
D1D	2021	\$80,747.34	\$83,693.41	\$86,873.79
D1A	2021	\$72,505.11	\$73,573.92	\$76,444.97
S1A	2021	\$62,988.80	\$64,102.91	\$67,138.67
S1B	2021	\$57,132.20	\$58,143.25	\$60,896.75
S2A	2021	\$51,489.15	\$52,539.90	\$53,590.72
S2B	2021	\$51,489.15	\$52,539.90	\$53,590.72
S3	2021	\$19.10/hr		

Classification	Year	a. Up to 1 year	b. Up to 2 years	c. After 2 years
D1D	2022	\$80,747.34	\$83,693.41	\$86,873.79
D1A	2022	\$72,505.11	\$73,573.92	\$76,444.97
S1A	2022	\$62,988.80	\$64,102.91	\$67,138.67
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S2A	2022	\$51,489.15	\$52,539.90	\$53,590.72
S2B	2022	\$51,489.15	\$52,539.90	\$53,590.72
S3	2022	\$19.10/hr		

Classification	Year	a. Up to 1 year	b. Up to 2 years	c. After 2 years
D1D	2023	\$80,747.34	\$83,693.41	\$86,873.79
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S2B	2023	\$51,489.15	\$52,539.90	\$53,590.72
S3	2023	\$19.10/hr		

GRID DEFINITIONS

- a. Start of employment until one year
- b. After one year but less than two
- c. After two years

APPENDIX B – CLASSIFICATIONS

D1D **Developers**

Employees **are primarily self-directed and** responsible for supervision of staff, exercising substantial personal judgement affecting major Party Operations and reporting directly to the Provincial Secretary. **Employees have substantial responsibility to develop and direct relationships with Stakeholders.** Employees in this classification may progress through the salary grid more rapidly, as agreed between the employee and the employer in writing, and cc'd to the President of the Union.

Director of Development

DIA **Directors**

Employees **are substantially self-directed and** responsible for supervision of staff, exercising considerable personal judgement affecting major Party operations and reporting directly to the Provincial Secretary. **Employees have considerable responsibility to develop relationships with Stakeholders.**

Director of Operations
Director of Organization
Director of Fundraising
Director of Communications
Director of Digital Operations

SIA **Organizational Staff**

Employees exercising a moderate amount of personal judgement affecting Party operations and reporting to a Director or the Provincial Secretary. **Employees have responsibility to maintain relationships with Stakeholders.**

Organizer
Fundraiser
Communicators Officer
Digital Officer

SIB Administrative Staff

Employees responsible for administrative operations of the Party under direction of and reporting to a Director or the Provincial Secretary.

Membership and Donations Officer

Bookkeeper

S2A Organizational Support Staff

Employees exercising little personal judgement affecting Party operations, not undertaking any major projects without direct supervision and reporting to a Director or the Provincial Secretary.

Pre-election Organizer

Election Organizer

Membership Drive Coordinator

Convention Organizer

S2B Administrative Support Staff

Employees exercising little personal judgement affecting Party operations, not undertaking any major projects without direct supervision and reporting to a Director or the Provincial Secretary.

Administrative Officer

S3 Support Staff

Employees hired for special projects exercising little personal judgement affecting Party operations, not undertaking major projects and reporting to a Director or the Provincial Secretary.

Membership Representative

Membership Organizer

Support Clerk

Data Entry Clerk

APPENDIX C – CLASSIFICATION REVIEWS

Job Classification Review – Employee Initiated

- C.01** When an employee is completing 50% or more of assigned duties at a different classification, the employee, Employer and the Union shall meet discuss the matter within 60 days.
- C.02** Following this discussion, if the employee believes that the position is improperly classified, they may submit the matter for review in writing. The written request will be submitted to the Provincial Secretary outlining:
- The material differences between the job description and the work being assigned, along with the percentage of time they spend annually on that work.
 - The specific tasks assigned outside of the job description, along with the percentage of time they spend annually on that work.
 - The current classification
 - The requested classification
- C.03** If the classification review will not be considered by the Employer, a written response will be given to the employee within 30 days.
- C.04** If the classification review is to be considered, the Employer will notify the affected employee of its decision in writing. The effective date of any retroactivity resulting from a change in job classification is the date the job classification review was submitted to the Provincial Secretary.

Job Classification Review – Employer initiated

- C.05** When the employer is assigning an employee 50% or more of duties at a different classification, the employee, Employer and the Union shall meet to discuss the matter within 60 days.
- C.06** Following this discussion if the Employer believes that the position is improperly classified, they will provide written notification to the employee and the union outlining:
- The material differences between the job description and the work being assigned
 - The specific tasks assigned outside of the job description
 - The current classification

- The new classification
- The effective date of the classification change.

C.07 In the event of a wage reduction due to reclassification, the employee in question shall be red-circled at their current rate of pay for a period of eight (8) weeks, before reducing to the new rate of pay.

C.08 In the event of a wage increase due to reclassification, the wage increase will take effect on the effective date of the classification change.

Resolution of Disputes

C.08 Step one: In the event that parties cannot agree on the evaluation of a position, the parties agree that an employer representative and a union representative will have 90 calendar days to resolve the dispute. These discussions shall be non-precedent setting, privileged, confidential and shall not be produced as evidence or facts during a mediation.

C.08.01 The parties specifically agree volume of work will not be a factor in determining job classification.

C.09 Step two: Failing agreement on the matter, the parties will refer the matter to mediation as per article 12.06 and 12.07 and the decision of the mediator shall be final and binding.