

COLLECTIVE AGREEMENT

Between:

**Canadian Centre for Policy Alternatives
B.C. Office**

And:



January 1, 2020 to December 31, 2022

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PREAMBLE

Whereas it is the intent and purpose of this Agreement to recognize the community of interest between the Employer and the Union in promoting the utmost cooperation between the Employer and its Employees, consistent with the rights of both parties; and

Whereas it is the further intent of this Agreement to foster a friendly spirit which shall prevail at all times between the Employer and its Employees, and to this end, this Agreement is designed to set out clearly the rates of pay, hours of work and conditions of employment to be observed by the Employer and the Union.

ARTICLE 1 — SCOPE

1.1

With the exception of casual employees, and students hired on a temporary basis, all employees shall from the first day of employment be members of the union and receive all the benefits and protections provided under the collective agreement. The Employer shall require this as a condition of employment.

ARTICLE 2 — BARGAINING AGENT

2.1

The Canadian Centre for Policy Alternatives — B.C. Office (hereinafter referred to as "the Employer") recognizes Unifor Local 3000 (hereinafter referred to as "the Union") as the sole and exclusive bargaining agent for all Employees of the CCPA - BC.

ARTICLE 3 — DUES DEDUCTION

3.1

The Employer shall deduct from each Employee's monthly earnings the Union membership dues to be remitted to the Union not later than the 10th day of each month. The Union shall inform the Employer in writing of the Union membership dues to be deducted.

3.2

The Employer shall, at the time of issuing T-4 statements of income for income tax purposes, include the amount paid by each member to the Union for the period covered.

3.3

Paid education leave: The Employer agrees to pay into a special fund five cents (\$0.05) per hour per Employee for all compensated hours for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading the employee skills in all aspects of Trade Union functions. Such monies to be paid on a

quarterly basis into a trust fund established by the National Union, Unifor and sent by the Employer to the following address: Unifor Paid Education Leave Program, P.O. Box 897, Port Elgin, ON, NOH 2C0. The Employer further agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence without pay for twenty (20) days class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on said leave of absence will continue to accrue seniority and benefits during such leave.

ARTICLE 4 — NO DISCRIMINATION

4.1

There shall be no discrimination, interference, restriction, coercion, harassment, intimidation or disciplinary action exercised or practiced with respect to an Employee by reason of age, sex, race, colour, national origin, marital or parental status, family relationship, sexual orientation, religious views or affiliation, mental or physical disability, gender identity or expression, or membership or activity in the Union.

ARTICLE 5 — HUMAN RIGHTS, RESPECT IN THE WORKPLACE, WORKPLACE VIOLENCE AND HARASSMENT

5.1

The Employer and the Union are committed to protecting and promoting Human Rights in the workplace as set out in the *BC Humans Rights code*, and expanded upon in this agreement.

5.2

The Union and the Employer recognize the problem of sexual harassment in the workplace and are committed to preventing it. Sexual harassment shall be defined as:

- 1) unnecessary touching and petting
- 2) suggestive remarks or other verbal abuse
- 3) leering at a person's body
- 4) compromising invitations
- 5) demands for sexual favours
- 6) physical assault

5.3

The Employer and the Union shall establish a Joint Respect in the Workplace Committee whose function shall be to oversee a Joint Respect in the Workplace Program designed to

foster respect in the workplace. This Committee will comprise of equal number of representatives selected by the Employer and the Union, and may include a mutual agreeable 3rd party investigator. This Committee shall also oversee or undertake investigations of any harassment complaints, and all committee members will receive joint training in this regard. Terms of reference for this Committee shall be established by a mutual agreement, and include reviewing and updating the CCPA-BC Respectful Workplace Policy including adding definitions, however they shall not include making disciplinary recommendations.

5.4

The Joint Respect in the Workplace Program referenced in Article 5.3 shall include a jointly approved half-day Respect in the Workplace training session for all CCPA employees including supervisory and management staff. Contractors and volunteers may participate in this training or be given similar training.

5.5

The Jointly approved CCPA-BC Respectful Workplace Policy as updated from time to time is incorporated into the Collective Agreement by reference.

ARTICLE 6 — HEALTH AND SAFETY

6.1

An eligible Employee has the right to refuse work where they have reasonable grounds to believe the work is unusually dangerous to their health or safety, or the health or safety of others. The eligible Employee may exercise this right until the Director has investigated the complaint and found it to be invalid. In the event that management and the Employees do not agree, the right to refuse shall continue until an officer of the Workers' Compensation Board of B.C. has investigated and found the complaint to be invalid.

6.2

The Employer will ensure that employees work in a smoke free environment.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.1

It is the desire of both parties of the Agreement to resolve grievances in a manner that is just and equitable and it is not the intention of either the Employer or the Union to evade the settlement of disputes on a procedural technicality and an arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

7.2

There shall be a Grievance Committee consisting of not more than three (3) members designated by the Union of whom no more than two (2) shall be members of the bargaining unit. At the request of either party to this Agreement, meetings between the Grievance Committee and representatives of the Employer shall be held and minutes of such meetings recorded.

7.3

Should any disagreement arise between the Union or eligible Employee(s) and the Employer as to the meaning or application of this Agreement, or matters arising from conditions of employment as set forth in this Agreement, the following shall be followed:

Step I:

The matter shall be referred to the Director, by the Grievance Committee on behalf of the eligible Employee(s).

Step II:

- a) Failing settlement in Step I within seven (7) working days, either party may submit the matter in dispute to an arbitrator, who will be appointed concurrently by the Union and the Employer.
- b) The Union and the Employer shall refer any dispute which has not been settled in Step I to the arbitrator within five (5) days after the receipt of a demand in writing to that effect by either the Employer or the Union.
- c) The said arbitrator shall hear, consider and finally rule on such disputes. They shall render such decision in accordance with this Agreement. The judgment of the arbitrator shall be made within seven (7) days after the hearings, except by mutual consent.
- d) It is agreed and understood that the award of the arbitrator shall be final and binding.
- e) It may be communicated verbally but shall be confirmed in writing to the Union and the Employer.
- f) All the expenses of arbitration, including remuneration of the arbitrator, shall be shared equally by the Union and the Employer.
- g) The time limits specified in this section may be extended by mutual agreement in writing.

7.4

The arbitrator shall have the right to direct compensation to the grievor to the extent that is fair and equitable if they uphold the grievance in whole or in part.

7.5

The aggrieved shall have the right to be present at any or all of the above stages.

7.6

Grievances must be filed in accordance with the foregoing procedure within sixty (60) days of occurrence. Otherwise they will not be accepted for processing.

7.7 Representation

No employee shall enter the offices of a Supervisor and/or Manager for disciplinary purposes or to receive a letter of warning from same without the presence of a Steward of their choice. Where a Shop Steward of their choice is not available on shift, the investigative or disciplinary meeting will be re-scheduled to a later date, but no more than five (5) working days later. If there is a Shop Steward on duty, the meeting will take place during the shift. Such requests shall not be unreasonably denied provided there shall be no additional costs to the Employer as a result of the rescheduling and if the Employer will not be prejudiced by the delay.

7.8 Disclosure of Information

It is agreed that disclosure of information necessary to assist in resolving grievances at the earliest opportunity is essential to good labour relations and resolving disputes as soon as possible without unnecessary expense and both parties agree to assist in that process in good faith.

ARTICLE 8 - WORKLOAD AND PERFORMANCE ANALYSIS

8.1 Performance Reviews

The Employer and the Union recognize that a regular series of performance evaluations creates a positive dialogue between an employee and the B.C. Office Director. Accordingly, at least once each year, a formal review shall be undertaken between the employee and the B.C. Office Director. For new employees, the first review shall take place within six (6) months of the first day of employment. All performance evaluations shall remain confidential to Management and the employee concerned. The Employee and Director may meet more often for a performance evaluation by mutual agreement.

8.2 Evaluations in Writing

The evaluations shall be in writing and the employee shall have the right to include their own comments. A copy of the review shall be made available to the employee.

8.3 Employee Recourse on Evaluations

In the event that an employee feels that the evaluation amounts to a reprimand and the review is not changed to the satisfaction of the employee, they will have the right to recourse through the grievance procedure.

8.4 Evaluation of Director

The bargaining unit shall perform annually a performance evaluation of the BC Office Director. A member of the bargaining unit shall meet with the Director and a representative of the Board for the purposes of discussing the annual evaluation.

8.5 Hiring Committee

The bargaining unit will elect/select a bargaining unit member to participate on the staff hiring committee for all positions including the hiring of a new Director.

ARTICLE 9 — CATEGORIES OF EMPLOYMENT

9.1 For the purposes of this agreement, employees shall be defined as:

- a) full-time permanent employees
- b) part-time permanent employees, where the term of employment is indefinite but the hours are set at less than full time
- c) full-time or part-time temporary employees, where the term of employment is fixed for a set period
- d) casual employees who are called in only irregularly as required.

ARTICLE 10 — LAYOFF AND RECALL

10.1

Seniority shall be accrued within the B.C. Office and the rights attained by seniority shall be applicable to the B.C. Office.

10.2

- a) No eligible Employee under the terms of this Collective Agreement who has five years seniority shall be subject to layoff. It is understood that Employees engaged to replace permanent eligible Employees who are on disability are excluded from this provision.
- b) In reduction of staff where eligible Employees with less than five years seniority are affected seniority shall be the primary consideration. The eligible Employees affected shall have the right to displace the most junior eligible Employee subject to the ability of the senior eligible Employee to carry out the normal requirements of the position from which they are displacing a junior eligible Employee.
- c) Reasonable training shall be provided for the senior eligible Employee for the position of which they are displacing a junior eligible Employee.
- d) This senior eligible Employee would serve a probationary period of sixty (60) calendar days and would then be confirmed in the position unless the Employer

establishes the inability of the eligible Employee to fulfill the normal requirements thereof. The eligible Employee shall receive a salary equal to one-half the difference between the position they left and the maximum for the new position for a period of sixty (60) calendar days. Upon completion of the sixty (60) day period they shall receive the maximum rate of pay for the position they now hold.

10.3

Recall shall be according to seniority. A probationary period of sixty (60) calendar days will be granted to the senior eligible Employee. Any disqualified eligible Employee's name will be reinstated at the top of the recall list.

10.4

The onus shall rest on the eligible Employee to keep the Employer informed of any change of address.

10.5

Eligible Employees on layoff will retain their seniority at such time layoff took place.

10.6

- a) The Employer will maintain the eligible Employee's name on the seniority list for a period of two (2) years unless otherwise notified by the eligible Employee.
- b) The Employer will not seek to recover the costs of any benefits as per Article 21 which have been paid in advance on behalf of an eligible Employee who has been laid off.
- c) The eligible Employee will have the option of taking over both the Employer and Employee shares of such benefit payments for a period of two (2) years.

10.7

The Employer shall notify the Union and the eligible Employee at least sixty (60) calendar days in advance of an impending layoff.

10.8

In lieu of failing to give notice of a pending layoff to the affected eligible Employee the Employer shall pay to the eligible Employee a sum equal to sixty (60) days at the eligible Employee's current rate of pay, or pay to the eligible Employee at their current rate of pay a sum equal to each day the Employer failed to give notice to a maximum of sixty (60) days as per article 8.7.

ARTICLE 11 — DISMISSAL

11.1

No eligible Employee shall be dismissed by the Employer without just cause, and the full reason for the dismissal shall be in writing to the eligible Employee with a copy to the Union.

11.2

An eligible Employee, upon receipt of their notice of dismissal or upon the effective date of their dismissal, shall have the right to grieve in accordance with Article 7.

11.3

The probationary Employee shall receive two (2) weeks notice of termination or pay in lieu thereof.

ARTICLE 12 — JOB SECURITY

12.1

The Employer makes the commitment that the only legitimate reason for a reduction in the CCPA Operations Budget which would occasion a layoff, is a funding crisis.

12.2

In the event that a funding crisis should occur, all other possibilities will be considered prior to the implementation of any layoff.

12.3

In the event that the funding crisis should necessitate a layoff or reduction in working hours, the parties agree to meet at the earliest possible time to negotiate such mitigating measures as may be mutually agreed, including the option of working part-time until funding is restored.

12.4

Recall by seniority shall continue for a twenty four (24) month period.

12.5

No other Employees shall be hired by the Employer while any layoff is in effect. Employees have the right of first recall.

12.6

The definition of a layoff shall include reduction in full-time paid hours.

ARTICLE 13 — WORK OF THE BARGAINING UNIT

13.1

The Employer shall not contract out any work usually performed by members of the bargaining unit, in such a way that would lead to reduction of jobs, without the agreement of the Union. Such agreement shall not be unreasonably withheld.

13.2

The Employer may contract for specialized services, where these services have not been provided by members of the bargaining unit and/or when no jobs would be deducted from the staff complement, in situations where the creation of a new position would not be appropriate, such as where there is a temporary need for specialized services or skills.

13.3

The Union has the right to be informed in writing of the terms and conditions of work projects contracted with an individual on behalf of the CCPA — B.C.

ARTICLE 14 — SENIORITY

14.1

Seniority shall be accumulated within the B.C. office on the basis of length of service with the office and shall be accorded to each permanent Employee effective from their first day of employment.

14.2

Seniority rights shall be defined from the date an Employee commenced employment with the B.C. office. Seniority within the office shall be the determining factor in matters of: layoff, recall, promotion, demotion, transfer, and preference for scheduling of vacation, all within the office separately.

14.3

A seniority list shall be maintained and eligible employees shall have access to it.

14.4

A new Employee shall be considered probationary for six (6) months (with extensions) from hiring but will not be paid less.

14.5

Neither temporary nor casual employees shall accrue seniority for the purpose of bidding on jobs within the bargaining unit. However, if a temporary employee is appointed to a permanent job without a break in service, the time served in the temporary position shall be counted for the purpose of determining seniority.

ARTICLE 15 — HOURS OF WORK

15.1

For permanent full-time Employees, a regular work week shall be thirty five (35) hours (four (4) or five (5) days per week), with the understanding that the reception area shall be covered from 9:00am to 5:00pm each working day.

15.2

The parties recognize that the job requirements in the field dealt with by this agreement do not lend themselves to standard hours of work. In recognition of this factor, the Employer and Employees, by mutual agreement, shall establish their own flexible time schedules to provide the services necessary.

ARTICLE 16 — OVERTIME

16.1

All hours in excess of the regular working day shall be considered as overtime and shall be paid for to the nearest one-half ($\frac{1}{2}$) hour worked at the rate of one and one-half ($1\frac{1}{2}$) the eligible Employee's regular rate of pay. Employer and Employee will mutually agree whether overtime will be paid in time or in money.

16.2

If required to work two (2) or more consecutive hours of overtime continuous with the end of the working day, or three (3) or more consecutive hours on a non-working day, an eligible Employee will be paid the appropriate meal allowance.

16.3

All work done on Saturdays, Sundays, or Statutory holidays and while on vacation shall be paid for at double the eligible Employee's regular rate of pay, with a guarantee of four (4) hours at the overtime rate plus transportation to and from the place of work, either by taxi or at the rate of fifty-one (.51¢) cents/km by car. Work done on Saturdays, Sundays or Statutory holidays and while on vacation shall be at the option of the eligible Employee.

16.4

Overtime will not be recognized unless such overtime work performed after regular work hours, Saturdays, Sundays, or holidays or vacation, is authorized by the Director.

16.5

The Employer reserves the right to stipulate that non-essential overtime will be compensated for in time in lieu at the appropriate rate as stipulated in Article 15.1. In the event that the Employer specifies that overtime compensation is to be time in lieu,

the eligible Employee shall have an absolute right to refuse such overtime, with no reprisals.

16.6

- a) While engaged in the business of the Employer organization (including organizations with whom the Employer has contracted its services), Employees shall be compensated according to Article 21.1 and can request an advance to cover expenses.
- b) They will observe regular office hours while so engaged and actual travel time to and from the place of business will be paid for at overtime rates, whichever is applicable, when authorized by the Director for the office.

ARTICLE 17 — PAID HOLIDAYS

17.1

The following holidays will be observed:

- a) New Year's Day
- b) Family Day
- c) Good Friday
- d) Easter Monday
- e) Victoria Day
- f) Canada Day
- g) Labour Day
- h) Thanksgiving Day
- i) Remembrance Day
- j) Christmas Day
- k) Boxing Day
- l) August Civic Holiday
- m) Complete office shutdown for two weeks during the Christmas and New Year's holiday (matching the two-week closure in the K-12 school system).

17.2

Whereas any of the above holidays fall on a Saturday or a Sunday, the preceding Friday or the following Monday shall be deemed to be a holiday in lieu thereof, the day to be determined mutually between the Union and the Employer.

ARTICLE 18 — VACATIONS

18.1

Eligible Employees shall be entitled to vacation on the following basis:

- a) Four (4) weeks of paid vacation per year beginning in the first (1) year of employment.
- b) Four (4) weeks and two (2) days paid vacation in the third (3) year of employment.
- c) Five (5) weeks paid vacation in the fourth (4) and fifth (5) years of employment.
- d) Five (5) weeks and two (2) days paid vacation in the sixth (6) year of employment.
- e) Six (6) weeks paid vacation in the seventh and subsequent years of employment.
- f) Employees are entitled to a bonus two weeks of paid vacation every fifth (5) year of employment for that year only (i.e. in an employees' fifth (5) year, they are entitled to five (5) weeks plus a bonus two (2) weeks; in an employees' tenth (10) year of employment they are entitled to six (6) weeks plus a bonus two (2) weeks; etc).

18.2

Vacation days may be scheduled on an individual basis or in combinations of days up to and including full vacation entitlement with the agreement of the Employer. Such agreement shall not be unreasonably withheld.

18.3

Priority in vacation scheduling shall be determined according to seniority. No Employee will be obliged to schedule vacation at a time that is not agreeable to them.

18.4

An Employee terminating employment at any time prior to using their vacation allotment shall be entitled to a proportional payment of salary or time in lieu of such vacation, prior to termination.

18.5

Where an Employee qualifies for sick leave or any other approved leave during their vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall be either added to the vacation period or reinstated for use at a later date at the Employee's option.

18.6

When one or more statutory holiday(s) fall within the vacation period(s) of an eligible Employee, one (1) additional working day shall be added to the eligible Employee's vacation entitlement in lieu of each statutory holiday falling within the vacation period(s).

18.7

An eligible Employee leaving the service of the Employer after completion of six (6) months service, and who has not received their vacation, shall be entitled to vacation pay on a pro rata basis.

18.8

Vacation time may be accumulated for a period up to but not exceeding two (2) years.

18.9

If an eligible Employee has had vacation approved and management removed that approval due to work requirements any non-recoverable expenses related to that vacation will be reimbursed by the management.

ARTICLE 19 — SICK LEAVE

19.1

Sick leave means the period of time an Employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease, or under examination or treatment of a physician, chiropractor, or dentist, or because of an accident.

19.2

Eligible Employees shall be entitled to one and a half (1.5) working days per month from their date of employment for sick leave.

19.3

Unused sick leave days shall accrue for the Employee's future benefits.

19.4

At the close of each calendar year, the Employer shall inform each Employee in writing of the amount of sick leave accrued to their credit.

19.5

The Employer may request a report from a qualified practitioner when it appears that a pattern of consistent absence is developing or if the eligible Employee is absent for a period of more than five (5) days at one time.

19.6

Time off granted during working hours for the purpose of doctor's or dentist appointments for an eligible employee or their dependents shall be limited to twenty five (25) hours in any calendar year. An eligible employee using more than this allowance must make up the extra time taken or such time shall be deducted from their salary.

19.7

In cases of extended sick leave, where the employee has used up all available sick leave days but does not yet qualify for long-term disability, the employer shall pay the difference between their current rate of pay and medical EI benefits.

19.8 Long Term Disability

All employees covered under the Collective Agreement for benefits shall be required to apply for Long-Term Disability after four consecutive months of medical leave.

19.9

~~Paragraph 19.9~~
In addition to the family illness days granted pursuant to Article 20.4, the parties agree that up to six (6) personal sick days per calendar year may be used for family illnesses, day care conflicts, personal wellness and/or family emergencies. It is further agreed that in exceptional circumstances further family illness days may be requested, and not unreasonably denied.

ARTICLE 20 — SPECIAL AND OTHER LEAVE

20.1 Bereavement Leave

- a) Where a member of their immediate family dies, an eligible employee will be granted five (5) days' leave and where the need can be demonstrated, up to two (2) additional days for travel. Immediate members are defined as: spouse, including common-law spouse, parent, brother, sister, grandparent, father-in-law, mother-in-law, children or relatives residing in the household of the eligible Employee
 - (i) "Family" includes legal, biological, step, foster and equivalent non-traditional family.
- b) In the event of the death of a member of the employee's extended family, the eligible employee shall be entitled to one (1) day's leave with pay to attend the funeral and where the need can be demonstrated, up to two (2) additional days for travel. "Extended family" is characterized as having a significant role in the employee's life such that the employee is significantly affected by death of said family member. This relationship may include emotional or practical dependence or interdependence.

20.2 Leave of Absence Without Pay

- a) Leave of absence without pay for a specified period of no more than one (1) year shall be granted to eligible Employees requesting this leave to work for the National Union, the Local Union, the Canadian Labour Congress, Federations of Labour upon one (1) month's written notice by the eligible Employee.

- b) Sick leave and vacation time accumulated prior to a leave of absence shall be retained for the eligible Employee by the Employer.
- c) The Employer agrees to grant in writing leave of absence without pay at a mutually agreeable time for a specified period of up to one (1) year. By mutual agreement, leave may be extended. One (1) month prior to the end of the specified period, the eligible Employee shall notify the Employer of their intention to return and they shall be reinstated to their former position prior to the leave of absence. An eligible Employee granted leave of absence without pay will continue to retain their seniority for the duration of the leave.
- d) For the purpose of this Article, it is understood that an eligible Employee shall only be permitted to return to work prior to the expiration of the specified period agreed upon if there is an available position for which they are qualified. It is understood that the salary and conditions of that position shall apply until the expiration of specified period agreed upon.

20.3 Special Leave

An eligible Employee not on leave of absence without pay shall be entitled to special leave at their regular rate of pay for the following:

- a) marriage of the eligible Employee — three (3) days
- b) attending the wedding of the child of the eligible Employee or the Employee's spouse — or spousal equivalent — one (1) day if in town — three (3) days if more than two and one half (2 ½) hours away by car.
- c) serious household or domestic emergency — one (1) day, with further two (2) days at management's discretion if the need arises.
- d) one (1) moving day per calendar year.
- e) upon the birth of a child for the non-birthing parent — three (3) days.

20.4 Family Illness

- a) In the case of illness of a family member of an eligible Employee and where no one at the eligible Employee's home or the family member's home other than the eligible Employee can provide for the needs of the ill family member the eligible Employee may, after notifying the Director, use up to two (2) days' paid leave at any one time within town and three (3) days' paid leave at any one time when out of town. Family members shall be defined as those in Article 20.1.
- b) The maximum length specified for each circumstance shall not be exceeded; however, the leave may be granted more than once for the same circumstance within a calendar year, providing the total family illness leave, plus leave granted

under Article 20.1 and 20.3 does not exceed twelve (12) working days per calendar year, unless additional special leave is approved by the Employer.

- c) The Employer may request a report from a qualified medical practitioner when it appears that a pattern of consistent absence is developing.

20.5 Court Appearance Leave

When an Employee is required to appear in a court of law or other legal proceedings, including jury duty, paid leave will be provided by the Employer upon notification by the Employee.

20.6 Union Leave

- a) Members of the bargaining unit shall not suffer any loss of pay or benefits for total time involved in negotiations with the Employer. This total time shall include adequate time for the preparation of bargaining proposals.
- b) Members of the bargaining unit shall not suffer any loss of pay or benefits for the total time involved in fulfilling Union functions in matters of grievances and arbitrations with either their own or other bargaining unit Employers.
- c) Upon request to the Employer, an Employee elected or appointed to represent the Union at conventions or conferences shall be allowed leave of absence with pay and continuation of benefits to fulfill those responsibilities.
- d) Upon request to the Employer, Employees shall be entitled to attend Union education courses and conferences with pay and continuation of benefits.

20.7 Leave for Taking Courses

- a) An eligible Employee requested by the Employer to take any course shall receive full pay and benefits including cost of travel, lodging, meals, tuition and books, unless any or all of these items are covered by tuition fees.
- b) An eligible Employee who requests and is authorized to take a course relating to that eligible Employee's position may be allowed leave with pay. The Employer may pay the costs of books and tuition.
- c) Where the Employer and the eligible Employee agree that an education course, seminar, conference, or training program would be of mutual advantage to the eligible Employee and the Employer, arrangements may be made for the eligible Employee to attend without loss of pay and with reasonable costs reimbursed by the Employer.

20.8 Maternity-Paternity-Adoption Leave

- a) Leave of absence shall be granted to the eligible Employee for a maximum of eighteen (18) months for the purpose of maternity, paternity and adoption leave.

The Employer shall pay to the eligible Employee the difference between their current rate of pay and EI benefits for a period of twenty-four (24) weeks prorated based on the twelve (12) month standard leave. One (1) month prior to the termination date of such leave, the eligible Employee must notify the Employer in writing of their intention to return to their normal duties of employment. The Employer will continue to pay on behalf of the eligible Employee all premiums for benefits currently in effect prior to their leave for the duration of the leave. This clause shall normally apply after one (1) completed year of service.

- b) An eligible Employee absent on maternity-paternity or adoption leave shall continue to accumulate seniority, vacation leave and sick leave credits.
- c) The Employer shall continue to contribute to the Multi Sector Pension Plan and to the Registered Retirement Savings Plan on behalf of the eligible Employee for the duration of their leave.

20.9 Sabbatical Leave

- A) Employees are entitled to sabbatical leaves as follows:
 - i) a one (1) year paid leave at a rate of eighty (80%) percent of regular pay by working four years at a rate of eighty (80%) percent;
 - ii) a nine (9) month paid leave at a rate of eighty-five (85%) percent of regular pay by working four years at a rate of eighty-five (85%) percent;
 - iv) a six (6) month paid leave at a rate of ninety (90%) percent of regular pay by working four and half (4.5) years at a rate of ninety (90%) percent;
 - v) a six (6) month paid leave at a rate of eighty (80%) percent of regular pay by working two (2) years at a rate of eighty (80%) percent;
 - vi) a three (3) month paid leave at a rate of ninety (90%) percent of regular pay by working two (2) years and three (3) months at a rate of ninety (90%) percent
- B) An employee that leaves the CCPA for any reason will be entitled to receive all accumulated savings up to that time.
- C) The leave will be taken at a mutually agreeable time between the Employee and the Employer. It is agreed the Employer will continue to pay benefits of the Employee while they are on the leave.

ARTICLE 21 — WAGES

ASSESSMENT OF GRID CATEGORIES

21.1 Wages shall be paid monthly according to the following salary grid:

Existing 2019 Grid

Job Category	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Level 1	47,964	51,010	54,053	61,395	66,201	66,201	69,750
Level 2	53,429	56,475	59,519	66,860	71,666	71,666	75,215
Level 3	56,294	60,863	65,429	73,269	78,076	78,076	81,981
Level 4	62,384	66,951	71,517	79,678	84,485	84,485	88,746
Level 5	67,849	72,416	76,983	85,143	89,950	89,950	94,211

New 2020 grid, \$2,600 increase across the board, delete existing Step 1

Job Category	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Level 1	53,610	56,653	63,995	68,801	68,801	72,350
Level 2	59,075	62,119	69,460	74,266	74,266	77,815
Level 3	63,463	68,029	75,869	80,676	80,676	84,581
Level 4	69,551	74,117	82,278	87,085	87,085	91,346
Level 5	75,016	79,583	87,743	92,550	92,550	96,811

New 2021 grid (3.25%)

Job Category	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Level 1	55,352	58,494	66,075	71,037	71,037	74,701
Level 2	60,995	64,138	71,717	76,680	76,680	80,344
Level 3	65,526	70,240	78,335	83,298	83,298	87,330
Level 4	71,811	76,526	84,952	89,915	89,915	94,315
Level 5	77,454	82,169	90,595	95,558	95,558	99,957

New 2022 grid (3.25%)

Job Category	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Level 1	57,151	60,395	68,222	73,346	73,346	77,129
Level 2	62,977	66,222	74,048	79,172	79,172	82,955
Level 3	67,655	72,523	80,881	86,005	86,005	90,168
Level 4	74,145	79,013	87,713	92,838	92,838	97,380
Level 5	79,971	84,840	93,539	98,664	98,664	103,206

- a) When a new Employee is hired, the Union and the Employer will make a decision regarding placement on the grid, based upon an assessment of the education and relevant experience of the Employee.

- b) Employees shall advance one (1) step on the grid automatically for each year of service until they reach the maximum step for their category. Increases on the grid are provided in recognition of the increased value of the service provided by the Employee.
- c) The grid reflects salaries for existing employee categories. New job categories will be negotiated when a person is hired for a new position for which no category exists.
- d) All matters of placement on the grid shall be negotiated jointly by the parties. When agreement cannot be reached, the employer shall decide, subject to the employee's right to grieve.

21.2

Cost of living increase: On the 30th of September of each year, the employee's salary shall be increased by an amount equal to the increase in the cost of living over the preceding twelve (12) months ("COLA"). COLA shall be as determined by the Vancouver Consumer Price Index (CPI). Parties agree to waive this clause for the duration of this agreement.

21.3

Wages shall be negotiated between the B.C. Office staff and the Employer, separately from other CCPA Regional/National offices.

ARTICLE 22 — ALLOWANCES AND EXPENSES

22.1

While engaged in the business of the Employer organization, employees shall be compensated as follows: accommodation and transportation expenses to and from place of business; a fifty-one (51) cents per kilometer rate for automobile expenses (note: this amount includes gas expenses; if staff prefer to simply submit gas receipts or put gas on their CCPA credit card instead of claiming this benefit, they may do so)*; additional incidental expenses to be paid upon submission of receipts; and meal expenses to a per diem maximum of: Twenty (\$ 20.00) dollars for breakfast, twenty-five (\$25.00) dollars for lunch, and thirty (\$30.00) dollars for dinner (receipts required, or put on CCPA credit card).

- * It is understood that these automobile allowances are not intended for regular commuting to and from the office, but rather are specifically intended for when a vehicle is needed to attend out-of-office talks or meetings.

ARTICLE 23 — BENEFITS

23.1

The parties agree that the current conditions relating to the Employer health tax, life insurance, long term disability insurance, and health/dental insurance will apply (see appendix A).

23.2 Retirement Savings

- a) A retirement savings plan shall be established by the Employer for each eligible employee.
- b) The Employer and the eligible employee shall contribute six percent (6%) of their current rate of pay on a monthly basis towards retirement savings to be distributed between the Multi Sector Pension Plan (Article 23.4) and a Registered Retirement Savings Plan (RRSP) established by the Employer.
- c) In the event that the combined total contributions made during the year should exceed the current maximum allowed by the Multi Sector Pension Plan (MSPP), the excess contribution shall be directed to a Registered Retirement Savings Plan (RRSP) established by the Employer for each employee.
- d) All new employees as of date of ratification shall not receive this benefit until they have completed a waiting period of three (3) months

23.3 Eco-Transit Benefit

The Employer will reimburse employees for environmentally-friendly, transit-related costs, including: Seventy five (75%) percent of the cost of monthly transit passes (for those who purchase a monthly pass); the cost of two (2) packages of transit tickets (i.e. twenty (20) tickets) per month (for those who use this as their main mode of commuting); and one hundred (100%) percent of bicycle and bicycle-related costs (for those who use this as their main mode of commuting), with receipts.

This benefit will be held to a maximum seven hundred twenty-four (\$724) dollars per year, and will be made monthly.

Effective as of July 1, 2010 this benefit would be suspended when an employee is on an extended leave and therefore not commuting to work for the CCPA. Specifically, it would be suspended when an employee is on: El sick leave or long-term disability leave, a leave of absence without pay for more than one (1) month, maternity/parental/adoption leave, or sabbatical leave. It would also be suspended if a person works from home (or would be pro-rated if a person works from home half (½) time). If an employee works less than half (0.5) time with the CCPA, the benefit will be pro-rated.

23.4 Multi Sector Pension Plan:

In this Article, the terms used shall have the meanings described:

1. (a) "Plan" means the Multi-Sector Pension Plan
- (b) "Applicable Wages" means the basic straight time wages for all hours worked and in addition;
 - (i) the straight time component of hours worked on a holiday; and
 - (ii) holiday pay, for the hours not worked; and
 - (iii) vacation pay; and
 - (iv) sick pay paid directly the Employer (but not short-term indemnity payments paid by an insurer) which results in the Employee receiving full payment for the hours missed due to illness. Applicable wages include any sick pay which an Employee is permitted to receive in cash despite not having been absent from the workplace; and

All other payments, premiums, allowances and similar payments are excluded.
- (c) "Eligible Employee" mean's all employees in the bargaining unit who have completed three (3) months of employment with the Employer and work a minimum of twenty-one (21) hours per week.¹
2. Commencing August 1, 2015 each eligible employee shall contribute for each pay period an amount equal to five and a quarter (5.25%) percent of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to five and a quarter (5.25%) percent of applicable wages to the Plan.
3. The employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.
4. The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, and *Income Tax Act* (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form, the information shall be provided in such form to the Plan if the Administrator so requests.

For further specificity, the items required for each eligible employee by Article 4 of the Agreement include:

¹ Not to exceed 500 hours.

To be provided at Plan commencement

- date of hire;
- date of birth;
- Social Insurance Number;
- date of first contribution;
- seniority list to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit);
- gender

To be provided with each remittance

- name;
- Social Insurance Number;
- monthly remittance;
- pensionable earnings;
- year to date contributions;
- Employer portion of arrears owing due to error, or late enrolment by the Employer.

To be provided initially and as status changes

- full address;
- termination date where applicable (MM/DD/YY)
- marital status, and any change to marital status;
- date of death (if applicable);

To be provided annually but no later than December 31

- current complete address listing for all eligible employees;
- period(s) of absence due to illness or disability, including WSIB (while employee retains seniority);
- period(s) of lay-off, while subject to recall;
- period(s) of absence for pregnancy or parental leave;
- period(s) of strike or lockout;
- other leaves of absence;
- hours worked by employees covered by the Collective Agreement who are not yet eligible employees, in the month and cumulatively since their date of hire.

5. The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust establishing the Multi-Sector Pension Plan and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan in the form attached here to.

23.5

The full description and definition of all of the above plans are subject to the negotiations between the parties and shall be spelled out in detail in a benefit booklet to be provided to each member by the Insurance carrier upon ratification of this collective agreement. Any change in plan shall first be agreed to by the Union. This schedule will form part of the collective agreement.

23.6

The Employer will ensure that all required paper work needed for medicals leave or coverage will be filled out and processed as quickly as possible. When requested, the Employer will provide assistance to any employee in the filling out of paper work, benefits appeals process or in the disclosure of evidence pertaining to their claim.

ARTICLE 24 — PRESENT CONDITIONS

24.1

Any rights and privileges at present enjoyed by the Employees that do not conflict with the terms and principles of this Agreement, or mutually agreed upon hereafter shall remain unchanged during the life of this Agreement.

ARTICLE 25 — SEVERANCE

25.1

On the conclusion of employment, Employees with at least two years continuous service will receive severance pay at a rate of two (2) weeks of gross salary for each year of service, to a maximum of fifteen (15) years.

25.2

In the event of the death of an eligible Employee, the amount of severance pay to which they would have been entitled shall be paid to the beneficiary of their estate.

25.3

Should the CCPA cease to exist, an eligible Employee who has completed two (2) years of continuous service shall receive severance pay equal to four (4) weeks' of the eligible Employee's current rate of pay plus one (1) week's salary for each completed year of service at their current rate of pay.

ARTICLE 26 — MISCELLANEOUS

26.1 Handling of Cash

An Employee handling cash shall not be responsible for shortages.

26.2 Union Bug

The Union bug, whether by stamp, typewriter or computer printer, shall be included on all correspondence, reports, briefs, etc., that are produced in the offices of the Employer by persons working under the condition of this Collective Agreement.

ARTICLE 27 - TERMS OF AGREEMENT

27.1 Duration

This Agreement shall be binding and remain in effect from January 01st, 2020 to December 31st, 2022 and shall continue from year to year thereafter, subject to the right of either party to this Agreement within four (4) months immediately preceding the expiration (or immediately preceding the anniversary date in any year thereafter), by written notice to the other party, require the other party to commence collective bargaining within ten (10) working days of receipt of such notice by one (1) party, the other party, is required to enter into negotiations with a view to the conclusion of a renewal or revision of the collective agreement, or a new collective agreement.

Where such notice requests revision only, the notice shall state specifically the revision requested and bargaining negotiations shall be restricted thereto, unless the parties otherwise mutually agree.

Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike and such strike has been implemented or the Employer shall give notice of lockout and such lockout has been implemented, or the parties shall conclude a renewal or revision of the Agreement of a new collective agreement.

The operation of *Section 66 (2) of the British Columbia Labour Relations Code* is hereby excluded.

ARTICLE 28 – DEPARTMENT DIRECTORS

28.1

The Department Director’s roles are to coordinate the work of employees within their particular unit or sections. However, they shall not have the authority to hire, suspend, perform evaluations, dismiss, discipline, or memo employees nor shall they be present for any discipline, review or personal meeting.

ARTICLE 29 – MANAGEMENT RIGHTS

29.1

The Union recognizes that the management of the centre and the direction of the staff, including the rights to plan, to direct and control operations, to maintain discipline and efficiency, to require employees to observe CCPA rules and regulations, to hire, promote,

discipline, schedule work, and to discharge for just and responsible cause, are vested solely in the Employer except where specially taken away by the terms of this agreement.

ARTICLE 30 – DOMESTIC AND SEXUAL VIOLENCE

30.01

The Employer(s) agree to recognize that employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. For that reason, the Employer agrees that an employee who is in an abusive or violent situation will not be subject to discipline if the absence or performance issue can be linked to the abusive or violent situation. Employees who are experiencing domestic or sexual violence shall be entitled to ten (10) days of paid leave per calendar year, or any higher number of paid leave days required by law. Absences which are not covered by these days, sick leave or disability insurance, will be granted as absent with permission without pay.

SIGNING PAGE

Signed this _____ day of _____, 2020

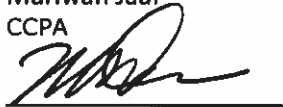
For the Employer:
CCPA



Shannon Daub,
CCPA BC Director



Mariwan Jaaf
CCPA



Mike Dumler

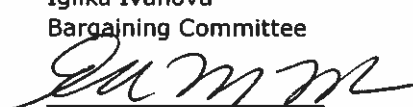
For the Union:
UNIFOR Local 3000



Marc Lee
Bargaining Committee



Ignika Ivanova
Bargaining Committee



Ellen-Marie Moreira
Local 3000 Representative



Mario Santos
National Representative, Unifor

APPENDIX A

Benefits for Eligible Employees of the Canadian Centre for Policy Alternatives

The following are the benefits that each eligible employee of the CCPA shall receive:

- a) The Employer will pay one hundred (100%) percent of any provincial health care plan premiums. If an employee is hired on or after July 1, 2010 and is employed less than half (0.5) time, the employer will pay fifty (50%) percent of their provincial health care plan premium. If premiums are currently payable in a province where CCPA has staff, but are cancelled at some time in the future, the Employer will meet with the Union to determine if the money formerly spent on the premiums will be used for alternative health care coverage or folded into salaries.
- b) The CCPA shall pay the monthly premiums for eligible employees for Semi-Private coverage under the Great West Life Plan.
- c) The CCPA shall pay the monthly premiums for eligible employees for Extended Health Care covered under the Great West Life Plan.
- d) The CCPA will pay the monthly premiums for dental coverage provided in the Great West Life Plan.
- e) The CCPA will pay the monthly premiums for "Vision Care" as provided by the Great West Life Plan.
- f) The CCPA will pay the monthly premiums for "Audio Plan" as provided by the Great West Life Plan.
- g) The CCPA will provide a Long Term Disability plan which provides sixty six and two thirds (66 2/3%) percent of the eligible employee's monthly salary to a maximum of thirty five hundred (\$3,500) dollars monthly. However, if medical evidence is declined or if the employee does not submit medical evidence, the L.T.D. will provide a minimum of fifteen hundreds (\$1,500) dollars monthly. The waiting period for this benefit is one hundred and twenty (120) days. This existing plan is "tax free" at the time it is drawn. The "Benefit Period" is to age sixty five (65), death or earlier recovery. Group insurance benefits will continue for a period of one year from the date the employee is continuously disabled. Coverage will continue for those benefits that have had premium waived as long as the employee continues to satisfy the carrier's definition of disability. This standard procedure will be implemented for all employees of the organization.
- h) The CCPA shall provide Life Insurance in the amount of twenty five thousand (\$25,000) dollars for employees and Life Insurance for dependents (coverage for spouses being five thousand (\$5,000) dollars and dependent children being twenty five hundred (\$2,500) dollars.
- i) The CCPA shall provide Accidental Death and Dismemberment coverage of up to twenty five thousand (\$25,000) dollars.

- j) The eligible employee may assume the Employer's portion of the costs of the welfare benefits enumerated in this appendix while on leave without pay.
- k) The Employer will continue to pay the cost of welfare premiums on behalf of the eligible employee while the eligible employee is on sick leave, long term disability, maternity, paternity, and adoption leave.

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