

COLLECTIVE AGREEMENT

between

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL#30

(Hereinafter called the "Employer")

Of the First Part

-and-

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION

LOCAL#458

(Hereinafter called the "Union")

Of the Second Part

December 23, 2018-December 31, 2023

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ARTICLE 1 - PURPOSE, DURATION, TERMINATION AND AMENDMENTS

- (a) This Agreement shall be in full force and effect as of the 23rd day of December 2018 and continue in full force and effect through to the 31st day of December 2023 and from year to year thereafter except as hereinafter provided.

This five (5) year agreement is on a without prejudice basis and shall not set a precedent.

- (b) Either party wishing to amend or terminate this Agreement shall give notice in writing of such desire to the other party not less than sixty (60) days or more than one hundred and twenty (120) days prior to the anniversary date of this Agreement.
- (c) If notice has been given by either party, this Agreement shall remain in full force and effect during the process of negotiations, even though such negotiations may extend beyond the said expiry date, until the procedures in the current Labour Relations Code, have been exhausted.
- (d) The Negotiating Committee for both parties shall be of equal representation, not to exceed three (3) from each party.
- (e) The purpose of this Agreement is to maintain a harmonious relationship between the Employer and the 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 and maintain such conditions of employment, and in recognition whereof, the Employer and the Union agree as follows:

ARTICLE 2 - BARGAINING AGENT AND SCOPE

This Agreement shall apply to all Employees of the bargaining unit of COPE Local 458, as defined in Certificate #135 - 2009 Issued by the Labour Relations Board, Alberta.

ARTICLE 3 - CONFORMITY TO FEDERAL & PROVINCIAL LEGISLATION

In the event that any part of this Agreement is affected by legislation passed by either the Federal or Provincial Governments, the Employer and the Union recognize that this Collective Agreement remains in full force and effect and agree to conform to any modifications required by such legislation.

ARTICLE 4 - THE RIGHTS OF THE EMPLOYER

The Union recognizes that it is the right of the Employer to exercise the regular and customary function of Management and to direct the workforce of the Employer, subject to the terms of this Agreement. The question of whether any of these rights are limited by this Agreement may be decided through the Grievance Procedure. For the purposes of this Collective Agreement, the Employer representative(s) shall be the President of CUPE Local 30 or designate.

ARTICLE 5 - UNION SECURITY

- (a) The Employer agrees that all eligible Employees shall 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 thirty (30) calendar days shall become members of the Union within an additional fifteen (15) calendar days and shall remain in good standing so long as they are employed by the Employer.
- (b) Employees engaged on a temporary or casual basis for a period not exceeding thirty (30) calendar days shall not be required to join the Union but must pay an Applicant's Service Fee at the current COPE 458 percentage times regular wages.
- (c) The Employer agrees, upon written authorization from the Employee, to deduct Union dues, Applicant's Service Fees, Initiation and/or Assessments, once each month and to transmit monies collected to the Secretary Treasurer of the Union together with a list of the Employees from whom such deductions were made.
- (d) 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 fourteen (14) calendar days from date of notice.
- (e) The Employer agrees that there shall be no contracting out of any work or services, which come under the scope of this agreement.
- (f) Officers, National Representatives, Executive Board members and any person(s) not in the bargaining unit shall not perform any work of the Bargaining Unit unless by mutual agreement between the parties.
- (g) A temporary employee hired as a Relief Business Agent who is an Executive Officer of CUPE Local 30 (referred to as the Employer under Article 4) shall excuse themselves from any discussions, deliberations and decisions affecting the COPE Local 458 bargaining unit while working as a Relief Business Agent to avoid any conflict of interest.
- (h) The Employer agrees to meet from time to time with any designated Union representatives to discuss and attempt to resolve any matters of mutual concern.

ARTICLE 6 - DEFINITION OF EMPLOYEES

- (a) A permanent Employee is any person employed on a full-time permanent basis and who has completed the probationary period.
- (b) A temporary Employee is one hired by the Employer as a Relief Business Agent for a specific period of time, not to exceed six (6) continuous months.

- (c) All new Employees will be considered probationary for the first ninety (90) calendar days, this period may be extended to one hundred and eighty (180) calendar days. The Employer shall notify the Union and the affected Employee in writing of the reason for the extension prior to its implementation. A temporary Employee appointed to permanent status shall serve a probation of ninety (90) days and may be extended only by mutual agreement.

The Employer shall review with the Employee and issue a written performance appraisal prior to the completion of forty-five (45) days and at ninety (90) days.

- (d) The Employer or its representative shall make known to the Employees the duties the Employees are expected to perform and from whom the Employees shall receive their Instructions as to the policies and procedures of the establishment.
- (e) All new Employees hired, with the exception of Employees hired for less than 30 calendar days, shall be granted a withdrawal card from the membership of Local 30 on the commencement date of their employment with CUPE Local 30. Upon separation of the employment relationship, Employees who have been issued withdrawal cards shall be entitled to take up membership In CUPE Local 30 If they return to employment with the City of Edmonton, EPCOR, Northlands or any other Local 30 bargaining unit that may exist.

ARTICLE 7 - UNION REPRESENTATION

- (a) The Employer shall recognize the representative(s) as selected by the Union for purposes of collective bargaining, agreement administration and general Union business, as the sole and exclusive representative(s) of all Employees within the bargaining unit as defined In Article 2 of this Agreement.
- (b) The representative(s) of the Union shall have the right to contact the Employees at their place of employment on matters respecting the Agreement or its administration. The Union will obtain authorizations from the Employer as to appropriate time for such contact before meeting the Employees.
- (c) The Employer shall recognize the Steward(s) as selected by the Union for the purposes of collective bargaining, agreement administration and general Union business, as the sole and exclusive representative(s) of all Employees within the bargaining unit as defined in Article 2 of this Agreement. A list of the names of the Office Steward(s) and/or Union Representative(s) shall be provided to the Employer and updated regularly.
- (d) The 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 for such purposes and such permission will not be unreasonably denied.
- (e) The Employer shall not discipline nor discriminate against any member of the Union for participation in or for legitimate action on behalf of the Union for the exercise of rights provided by this Agreement.

ARTICLE 8 - WORKING CONDITIONS

- (a) Employees shall work a five-day, forty (40) hour work week.
- i) The hours of work shall be any eight (8) hours between 7:00 a.m. and 4:30 p.m., Monday to Friday. During that eight (8) hour period employees are entitled to a one-half (1/2) hour lunch period between the hours of 11:30 a.m. and 1:30 p.m.
 - ii) The regular workday may be extended by the Employer, to any eight (8) hours between the hours of 6:00 a.m. and 7:00 p.m. provided a minimum of three (3) working days' notice is provided to the Employee. No more than three (3) changes per month per Employee will be allowed. Failure by the Employer to provide the minimum notice will result in the applicable overtime rates of pay for hours worked in excess of an Employee's normal workday.
 - iii) Individual Employee(s) and the Employer may agree to other hours of work by mutual consent providing such agreement has the support of the bargaining unit.
- (b) Two (2) rest periods per day of fifteen (15) minutes each, one in the morning and one in the afternoon, shall be allowed.
- (c) Where a Permanent Employee is required to use his/her own personal vehicle to conduct CUPE Local 30 business the following allowance(s) shall be reimbursed:
- i) The sum of \$30.00 for each day worked and to be paid biweekly.
 - ii) Any legal parking receipts to be reimbursed by the Employer.
 - iii) The difference between personal and business insurance with proof of the change to the insurance policy.
- Should an unforeseen circumstance arise and/or the employee requests a remote work arrangement, as agreed upon between the parties or assigned by the employer, it will be understood that they would not be entitled to vehicle allowance on days that they are not using their personal vehicle for CUPE Local 30 business.
- d)** Probationary Employees shall be entitled to all the provisions of the collective agreement and as outlined in Appendix D.
- (e)** In addition to the bi-weekly auto allowance, mileage will be paid to full time Business Agents for travel outside the greater Edmonton area (defined as any travel Thorsby or Fort Saskatchewan and beyond). The mileage paid will be paid out at the applicable CRA mileage rate, pending the approval of the President.

Where a Relief Business Agent is required to use his/her own personal vehicle to conduct CUPE Local 30 business the following allowance(s) shall be reimbursed:

- i) Mileage in accordance with CRA mileage rate.
- ii) Any legal parking receipts to be reimbursed by the Employer.

- (f) The Employer shall ensure that parking spaces complete with plug-ins, are provided at no cost to the permanent Employees.
- (g) The Employer agrees to continue to provide, to eligible Employees, annual honorariums and non-taxable expenses for meetings attended, as approved on an annual basis, by CUPE Local 30.

ARTICLE 9 - OVERTIME

- (a) All overtime worked in excess of the regular workday, or on an off day or statutory holiday shall be considered as overtime at the rate of double-time. All over time shall be accumulated and may be taken as time off at equal value on a mutually agreed date.
- (b) When overtime arises as a result of unforeseen or unexpected circumstances, approval will be granted providing that the communication to the President is done prior to commencement of the overtime.
- (c) Accumulated overtime will be taken as time off at the appropriate overtime rate at a mutually agreed date.

An Employee shall not bank more than forty (40) hours of overtime. Overtime which exceeds forty (40) hours shall be paid out in the pay period in which It was earned.

- (d) All Employees required to work overtime in excess of two (2) hours, shall be allowed a one half (1/2) hour meal period without loss of pay, provided overtime is to continue.
- (e) Employees who are required by the Employer to work during off days, vacation days or called in outside of the regular workday, shall receive a minimum of two (2) hours overtime, to be accumulated at the overtime rate.

ARTICLE 10 - HOLIDAYS

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

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

and any other day that may be stated as a legal holiday by the Federal, Provincial, or Civic Governments.

- (b) When any of the above holidays fall on a Saturday and/or Sunday, the following Monday and/or Tuesday shall be observed as the holidays.
- (c) In the event of any of the holidays provided for in Article 10 (a) occur during the period of an Employee's vacation, there will be no deduction of vacation entitlement for the holiday.

ARTICLE 11 - VACATION

- (a) Annual vacation leave will be advanced to permanent and probationary employees in full on the first (1st) of January each year and such employees will be allowed to schedule this leave subject to the terms of this agreement.
- (b) Senior Employees will be given preference in the selection of vacation periods provided their requests are submitted to the Employer by March 1st. Twenty (20) days of earned vacation will be given preference by seniority.

Junior Employees once their vacation period(s) has been approved cannot be bumped by a Senior Employee.

Employees shall be eligible to carry over to the following year, two (2) weeks of the current entitlement of vacation earned while in the employ of CUPE Local 30 upon written request to the Employer. An Employee will be permitted to carry over annual vacation leave in excess of two weeks by mutual agreement and shall not be unreasonably denied.

Employees are encouraged to use vacation in the period for which it was earned and to discuss vacation requests within the bargaining unit prior to their submission to the Employer.

- (c) Where an Employee is hospitalized, or qualified for bereavement, or illness supported by a doctor's certificate occurs, or any other approved leave during his/her period of vacation, there shall be no deduction from vacation credits for such absence.

- (d) Recognition of previous experience- An employee that has previous related experience in another bargaining unit, employer and/or sector shall be credited for their years of service and be placed at the appropriate step in the vacation grid upon completion of their probation. Employee must provide proof of past related experience to be eligible for credited years of service to be placed at the appropriate step in the vacation grid as per article 11. Recognized experience shall be defined as performing the majority of duties of a Business Agent consistently as per Appendix A- Classification.

Years of continuous employment with CUPE Local 30	Vacation Entitlement
1 or more than 1 (January 01)	15 working days or 120 working hours (3 weeks)
4 or more than 4	20 working days or 160 working hours (4 weeks)
10 or more than 10	25 working days or 200 working hours (5 weeks)
18 or more than 18	30 working days or 240 working hours (6 weeks)

ARTICLE 12 - HEALTH & WELFARE BENEFIT PLANS, COMPENSATION & PENSIONS

- (a) Employees who possess reversion rights to a CUPE Local 30 Bargaining Unit
- i) The Employer and Employee shall pay the appropriate portion of premiums as specified, from time to time, within the Health and Benefit Plan applicable to the bargaining unit to which the Employee possesses the right to revert. Employees covered by this Agreement shall be bound by the conditions specified in the Health and Benefits plans and shall be eligible for benefits in accordance with provisions of the plans.
 - ii) The Employer shall pay the amount specified as the Employer's contribution to the Pension Plan, in addition to the Employer contribution to the Canada Pension Plan.
- (b) Employees from outside CUPE Local 30 Bargaining Units
- i) The Employer agrees to provide contributions equal to those that would be or are paid out on behalf of a Business Agent(s) hired internally from the CUPE Local 30 City of Edmonton bargaining unit, so they can make arrangements for Health & Welfare & Pension and/or RRSP/TFSA benefits. The Employer shall contribute 12.662% of an employee's gross wage, exclusive of overtime to the RRSP/TFSA plan of the employee's choice. The Employer shall also pay the Employer's contribution to the Canada Pension Plan.
 - ii) The following sick benefits shall apply:

Employees shall be allowed one (1) day sick leave with pay for each month worked. Such sick leave to be cumulative from year to year to a maximum of thirty (30) working days.

If requested by the Employer, a Doctor's Certificate must be supplied by the Employee in respect of an illness extending beyond three (3) working days.

The Employer agrees to pay an Employee, upon completion of employment, an amount equal to one half (1/2) of wages (based on their current wage rate in Appendix B - Wages) for the number of unused sick days.

ARTICLE 13 - LEAVE OF ABSENCE

(a) In order to attend to emergent family situations an Employee shall be entitled to leave of absence utilizing vacation entitlement, banked time, or leave without pay, (only after banked time and vacation time have been used) after notifying the Employer.

i) The Employer will pay up to three (3) of these days.

(b) Any Employee may apply in writing for and, where possible, receive up to six (6) months leave of absence without pay, for reasons other than sick leave. Seniority shall be retained but not accumulated. Permission for such leave shall be obtained from the Employer in writing.

(c) An Employee who is elected or selected to a full-time position with the Union, the Canadian Labour Congress or one of its affiliated labour organizations, may be granted leave of absence without pay or benefits and without loss of seniority for a period of two (2) years subject to renewal upon application to the employer for further successive periods of two (2) years each.

Seniority shall be retained but not accumulated after the first two (2) year leave period.

Employees selected or appointed to a full-time position shall give no less than one (1) months' notice prior to returning to work with the Employer.

Employees elected to a full-time position shall give no less than two (2) weeks' notice prior to returning to work with the Employer.

Upon returning to work, an Employee shall be placed in their former position or an equivalent position.

(d) Employees, when delegated to perform Union activities may be granted leave of absence without pay, not to exceed thirty (30) days without loss of seniority, such leave of absence not to be unreasonably withheld.

(e) Employees selected to act on behalf of COPE Local 458, shall incur no loss of wages by reason of time spent during the period of negotiations up to and including mediation. The hours spent in bargaining shall be paid out at the regular rate of pay up to eight (8) per day.

- (f) When death occurs in the Employee's immediate family that is spouse (including common law spouse), child, ward or parents, the Employee shall be granted a leave of absence of five (5) consecutive working days with pay. In cases where traveling time is necessary for out-of-town funerals or due to extenuating circumstances an additional two days may be granted for a maximum of seven (7) consecutive working days in total with pay.
- (g) In cases of death of the Employee's brother, sister, grandparent or parents of spouse, the Employee shall be granted a leave of absence of three (3) consecutive working days with pay. In cases where traveling time is necessary for out-of-town funerals or due to extenuating circumstances an (2) two days shall be allowed for a maximum of (5) five consecutive working days in total with pay.

Such leave of absence shall not be charged against holiday entitlement or other accrued time off. For this purpose, Immediate family shall be defined as Child, Grandparent, Parents, Parents of Spouse, Brother or Sister.

A leave of absence of up to three (3) consecutive working days with pay shall be granted on request in cases of death of Sister in-law, Brother-in-law, Grandparents of Spouse and Grandchildren.

One-half (1/2) day leave of absence with pay to attend funeral services of persons more distantly related than those listed shall be granted upon request. One half (1/2) day leave with pay to attend funeral services of a person with whom he or she has had a very close relationship may be granted upon request. Upon demonstrating the need for additional time due to extenuating circumstances, this leave may be extended up to one (1) day.

The word "funeral" when used with respect to "bereavement leave" shall include the initial memorial service, which is held in conjunction with cremation.

- (h) An Employee summoned to Witness, or Jury Duty shall be paid wages amounting to the difference between the amount paid them for service and the amount they would have earned had they worked on such days. Employees on Witness or Jury Duty shall furnish the Employer with such statements of earnings as the Court may provide. Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their shift remains to be worked. Total hours on Witness or Jury Duty and actual work on the job in the office in one day shall not exceed eight (8) hours of pay.
- (i) Employees who are compelled to arrange a medical or dental appointment during working hours shall be allowed to meet such appointments without loss of pay, provided that they are not absent from work for a period longer than three (3) hours. If extended over three (3) hours the entire period shall be considered sick leave and recorded. Such Employee shall not be obliged to make up the spent time away from work to keep the appointment.
- (j) The Employer agrees that if an Employee is elected or selected as a delegate of CUPE Local 30, or required to take any course, seminar or training session the Employee shall be granted leave with pay, and no loss in seniority.

- (k) The Employer agrees to cover the costs for registration fees, accommodation and travel expenses and will provide out-of-pocket expenses as follows on approved functions:
- i) Out-of-Pocket expenses shall be \$75.00 per day for in-town and for out-of-town with receipts provided.
- (l) The Employer agrees that when a training opportunity is identified and approved, the time spent on training shall be considered time worked at regular time. Employees shall advise the Employer of selected training opportunities to facilitate timely registration.
- (m) Approval for an Employee's attendance at job-related training opportunities shall not be unreasonably withheld.
- (n) Self-Funded Leave - shall be available to Business Agent(s) who wish to contribute. The self-funded leave will be modeled to the City of Edmonton Self-funded leave plan, with the following conditions in place:
- The term of leave is not to exceed eight (8) months.
 - This leave is not to be combined with any other leave request or vacation.
 - Only one (1) Business Agent to be off at one time.

ARTICLE 14 - SENIORITY

- (a) Seniority shall mean length of continuous service and shall only apply to an Employee who has completed the probationary period.
- (b) An Employee shall lose all seniority rights for any one or more of the following reasons:
1. Voluntary resignation.
 2. Discharge for proper cause.
 3. Failure to return to work within ten (10) working days after being notified by registered mail unless due to illness or accident. The Employer may require substantiating proof of illness or accident.
- (c) Employees retained on staff following the probationary period shall have seniority credited to date of commencement of probationary period.
- (d) An Employee laid off and placed on the recall list shall retain but shall not accumulate seniority during the period of layoff.
- (e) Seniority lists shall be made available by the Employer and shall be amended quarterly in the event of any changes occurring during such periods.

ARTICLE 15 - PROMOTION, LAYOFF AND RECALL

- (a) The Employer shall fill permanent job vacancies within the COPE bargaining unit by a posting process. Temporary relief assignments shall be filled as directed by the CUPE Local 30 President or designate.
A copy of all postings shall be sent to the Union when posted.
- (b) Promotions shall be made on the basis of seniority, ability, and experience. In the event two (2) or more Employees are qualified to fulfil the duties of the position, the Employee with the greatest seniority shall be selected.
- (c) An Employee selected to a higher rated position shall be on trial for the first ninety (90) calendar days. If during the trial period, the Employee is considered to be unsuitable, the Employee will return to his/her former position.
- (d) If reduction in staff is necessary, the Employee with the least amount of seniority will be the first laid off, subject to ability and experience.
- (e) All Employees shall be given written notice of layoff in compliance with the Employment Standards Code - Alberta, or salary in lieu of notice.
- (f) Any permanent Employee who is laid off due to lack of work shall be placed on the recall list for a period of two years. Such Employee is responsible to keep the Employer advised of a current address and phone number or any change thereof.
- (g) Employees on the recall list shall have first rights to any vacancy in their former job classification and the Employer will not hire or promote to such a classification while an eligible Employee is on the recall list.
- (h) Employees recalled to their former position shall receive the current rate for the position in the salary range, which they held at the time of layoff.

ARTICLE 16 - DISCHARGE & TERMINATION ALLOWANCE

- (a) It is hereby agreed that the Employer has the right to discharge for proper cause and notice or pay in lieu of notice may be forfeited in the event of such discharge at the Employer's option. The Employer will inform the Union of the reasons for such discharge at the time of discharge.
- (b) If upon joint investigation by the Union and the Employer or by decision of the Arbitrator appointed pursuant to the terms of this Agreement it shall be found that an Employee has been unjustly discharged, such Employee shall be subject to the award of said Arbitration. The award of the Arbitration shall be final and binding on both parties.

- (c) An Employee with more than five (5) years' service who is terminated by the Employer for reasons other than discharge for cause, not including retirement, shall receive severance pay calculated at the Employee's regular rate of pay on the basis of two week's pay for each year of service with the Employer to a maximum of thirty-four (34) weeks.

With respect to the pro-rating of severance pay, partial years of service shall be pro-rated.

An Employee who has retired or severed their employment between the termination date of this Agreement and the effective date of the new agreement, shall receive full retroactivity of any increase in wages, salaries or other benefits, provided written application notice is given to the Employer.

ARTICLE 17 - WAGES

- (a) Employees will be classified in accordance with the skills used and shall be paid not less than the minimum weekly or hourly wage rate for such classification in accordance with Appendix "B".
- (b) Wage adjustment(s) shall be in accordance with the CUPE Local 30, City of Edmonton settlement agreement and attached hereto and made part of this Agreement. The wage rate for a Relief Business Agent shall be as detailed in Appendix B.
- (c) The wage rate for a Relief Business Agent hired from within and who possesses reversion rights to a CUPE Local 30 bargaining unit shall be as outlined in Appendix B or at their regular wage, whichever is higher.
- (d) The parties agree that retroactivity shall be in accordance with the CUPE Local 30, City of Edmonton settlement agreement.

Retroactivity shall apply to straight time hours, overtime hours, reclassifications and statutory holidays.

Past employees shall receive retroactive pay if they apply to the Employer within 60 days of the signing of this agreement.

- (e) Any new position which may be established during the life of this Agreement shall be subject to negotiations between the Union and Employer. In the event that the parties are unable to agree as to the classification and rate of pay for the job in question or in reclassifying any position of any Employee which may be in dispute, it may be submitted to the grievance procedure and arbitration process of this Agreement. Any adjustment to the wages will be paid retroactively to the date of commencement of the new classification.
- (f) Where a new job classification is established or where the nature of work within a classification is significantly altered, the rate of pay shall be negotiated between the Employer and the Union.

- (g) Employees shall be paid biweekly or as mutually agreed between the Employer and the Employees. If a payday falls on a Holiday or a non-working day, payday shall be advanced to the day before the Holiday or the last banking day.
- (h) An Employee required to relieve in a higher job classification or who temporarily replaces another Employee in such higher classification for two (2) consecutive working days or more shall be paid at the higher rate for the period so employed.
- (i) Any Employee directed to report to work and is not put to work shall be paid a minimum of two (2) hours at their regular hourly rate.

ARTICLE 18 - GENERAL

- (a) Employees shall not be asked to make any written statement or verbal contract, which may conflict with this Agreement.
- (b) It shall not be a violation of this Agreement or cause for discharge of any Employee in the performance of his/her duties, to recognize a legal picket line. The Union shall notify the Employer as soon as possible of the existence of such recognized picket line.
- (c) The Employer and the Union shall cooperate in the rehabilitation of an Employee regarding mental health, drug use or alcoholism. The Employer and the Union shall cooperate in seeking accommodation of Employees being medically declared fit to return to work following a period of disability during which they were in receipt of Worker's Compensation, Income Protection, or Long-Term Disability benefits.
- (d) The parties agree that there shall be no strike or lockout while this Agreement is in force.
- (e) In the event of death, termination or layoff of an Employee, any outstanding entitlements shall be calculated and shall be payable.

ARTICLE 19 - COMPLAINTS PROCESS

- (a) When a person or group of persons make written complaints to the Employer pertaining to any member of the Union, the Employer shall immediately notify the Employee concerned, reasons for the complaint and within 5 working days provide the Employee with a copy of such statements. The Employee concerned shall have the opportunity to review the complaint and shall have the right to respond in writing to the Employer. The parties agree that complaints which are not job related will not be placed into the Employee's file.
- (b) When a complaint is alleged against a member of the Union by a rank and file or Executive Board member of CUPE Local 30, the President may refer the issue to the Complaints Committee within twenty-one (21) days of the complaint coming to the attention of the Union member. It must be

presented in writing to the President who would give a copy to the Employee and, if required, the Complaints Committee.

- (c) The Complaints Committee shall be Jointly established by the Union and the Employer.
- (d) The President, or the Complaints Committee if required, shall investigate and render written findings (the investigation must include an interview with the employee concerned). The employee concerned will be provided with a copy of the findings of the President or the Complaints Committee. The Employee concerned will be permitted a reasonable time to review said findings and present their own written submission to the President or the Complaints Committee. The President or the Committee will review its findings taking into consideration the written submission of the Employee concerned.
- (e) Should the complaint remain unresolved, the employee concerned may refer the matter to the Executive Board of CUPE Local 30 for review.
- (f) Should the complaint remain unresolved, the employee concerned may refer the matter to the grievance and arbitration procedures outlined in this collective agreement.
- (g) It is agreed and understood that complaints filed and resolved in the Employee's favor under this procedure will not form a permanent part of the employee's work record and will not be referred to in future disciplines and/or arbitrations, unless mutually agreed by the parties.
- (h) The parties agree that unsubstantiated complaints will not be placed into the Employee's files.

ARTICLE 20 - DISCIPLINARY REPORTS

The parties agree the purpose of discipline is for the Employer to positively affect substantiated inappropriate behavior. The Employer shall apply discipline reasonably and for just cause.

Past complaints, disciplinary reports or actions shall be deemed void after eighteen (18) months and will be removed from the Employee's personnel file providing:

- The Employees personal file does not contain any further related record of discipline during the eighteen (18) month period.

ARTICLE 21 - GRIEVANCE PROCEDURE

- (a) If any difference concerning the interpretation, application, operation, or any alleged violation of this Agreement or any question as to whether any difference is arbitrable arises between the parties or persons bound by this Collective Agreement, such parties or persons shall meet and endeavor to resolve the difference.
- (b) Any grievance must be filed in writing to the President or Designate of the Canadian Union of Public Employees, Local 30 within ten (10) working days after the grievance occurs unless circumstances beyond the control of the aggrieved party prevents such filing.
- (c) For the purposes of settling grievances in accordance with this Article, a joint grievance committee of four (4) persons shall be established; two (2) members to be named by the Union and two (2) members to be named by the Employer.
- (d) If the parties are unable to resolve the difference referred to in Clause (a) within ten (10) working days, either of the parties may refer the grievance to the joint grievance committee referred to in Clause (c). The joint grievance committee shall meet with the parties and attempt to resolve this dispute.
- (e) If the joint grievance committee is unable to resolve the difference referred to in Clause (a) within ten (10) working days, either of the parties may notify the other party in writing of its desires to submit the difference to arbitration. The recipient of the notice shall, within ten (10) working days meet with the other party for the purpose of appointing an arbitrator.
- (f) If the parties are unable to agree on an arbitrator within the time limit, the appointment shall be made by the Labour Board upon the request of either party.
- (g) The arbitrator shall hear and determine the difference. The arbitrator may quash, vary, confirm any action taken by either party, and shall issue an award in writing, and the decision is final and binding upon the parties and upon any Employee affected by it.
- (h) The expenses of the arbitrator shall be borne jointly by the two parties.

ARTICLE 22 - TECHNOLOGICAL AND PROCEDURAL CHANGE

- (a) In the event of proposed technological changes, the Employer agrees to advise the Union of such changes. The Employer further agrees to provide upgrade training for Employees affected by technological change, when required.
- (b) Employees wishing to enroll in course(s), which will better qualify themselves to perform their duties, may make application, to the Employer for reimbursement, prior to enrolment. If the

Employer agrees, then the cost of tuition will be borne by the Employer upon successful completion of the course(s).

- (c) All video display equipment must possess all possible safety features to protect the safety and health of all Employees.

ARTICLE 23 - HARASSMENT POLICY

- a) The Union and the Employer recognize the right of an Employee to work in an environment free from harassment, conducive to performance and one that does not hinder Employees from carrying out their responsibilities. The Employer and Employees covered by this agreement consider harassment in the workplace to be a totally unacceptable form of intimidation and will not tolerate its occurrence. The Union and the Employer will make every reasonable effort to ensure that employees are able to work in an environment free of harassment. There will be no discrimination, restriction, or coercion exercised or practiced by either party in respect of an employee by reason of race, age, ancestry, national or ethnic origin, colour, place of origin, religious beliefs, gender, marital status, source of income, family status, mental or physical disability, nor in respect of an employee or employer exercising any right conferred under this agreement or law of Canada or Alberta.
- b) Harassment shall be defined as the abusive, unfair, or demeaning treatment of a person or group of persons that has the effect or purpose of unreasonably interfering with an Employee(s) status or performance or creating a hostile or intimidating working environment.
- c) The Employer will ensure that victims of harassment are able to register complaints in complete confidence without fear of reprisal.
- d) Harassment complaints shall be filed directly with the President or designate, or Ombudsperson agreed to by the Parties, who shall initiate an investigation within five (5) working days of receipt of the complaint. A copy of the complaint shall be provided to the person or persons who are alleged to have harassed the complainant.
- e) The investigation shall be completed within twenty (20) workdays and the Employee(s) will be provided with written notification of the results.
- f) The parties agree that a mutually acceptable Ombudsperson(s) will be used when a perceived conflict of interest exists.
- g) Should the complainant believe that the investigation was not full and complete they may file a grievance in accordance with the following:
 - i) Any grievance must be filed in writing to the President or designate of the Canadian Union of Public Employees, Local 30 within ten (10) working days after the grievance occurs unless circumstances beyond the control of the aggrieved party prevents such filing.

- ii) For the purposes of settling grievances in accordance with this Article, a joint grievance committee of four (4) persons shall be established; two (2) members to be named by the Union and two (2) members to be named by the Employer.
- iii) If the parties are unable to resolve the difference referred to in Clause (a) within fifteen (15) working days, either of the parties may refer the grievance to the joint grievance committee referred to in Clause (i). The joint grievance committee shall meet with the parties and attempt to resolve this dispute.
- iv) If the joint grievance committee is unable to resolve the difference referred to in Clause (h) within fifteen (15) working days, either of the parties may notify the other party in writing of its desires to continue-with the grievance process. The recipient of the notice shall, within fifteen (15) working days meet with the other party for the purpose of appointing an arbitrator.
- v) If the parties are unable to agree on an arbitrator within the time limit, the appointment shall be made by the Labour Board upon the request of either party.
- vi) The arbitrator shall hear and determine the difference. The arbitrator may quash, vary, confirm any action taken by either party, and shall issue an award in writing, and the decision is final and binding upon the parties and upon any Employee affected by it.
- vii) The expenses of the arbitrator shall be borne equally by the two parties.

ARTICLE 24 - ELECTRONIC MONITORING, SURVEILLANCE AND PRIVACY

- (a) Electronic monitoring and surveillance shall not be used for the purposes of individual work measurement of Employees.

Surveillance cameras and any technology or systems capable of monitoring Employees or their work and any other related equipment shall not be used without the knowledge of the Employees.

The Employee shall be advised, in writing, of the location and purpose of all surveillance and tracking devices.

- (b) The Employer shall not release any personal information about an Employee to any person or agency without the express written permission of the Employee. In the event the Employer is required by law to disclose information of a personal or work-related nature to a person or agency the Employer shall advise the Employee of all particulars of such disclosure.

ARTICLE 25 - FITNESS AND HEALTH

- (a) In recognition of the Importance of fitness, health and well-being of employees, the Employer agrees to provide a subsidy of up to \$250 to each permanent employee once per calendar year which cannot be carried over from year to year. Employees will be reimbursed dollar-for dollar up to the annual maximum amount. For reimbursement, all original receipts must be submitted. All receipts must be received by January 31st of the following year.

Eligible Items:

Public Transportation - monthly adult passes, book of ten tickets (Adult).

Home Fitness Equipment - Equipment such as home exercise aerobic or resistance training equipment (e.g., yoga mats, gym machines, treadmills, stationary or road bicycles, home exercise DVDs and videos, weight training equipment. Also Included are skates, golf clubs, Green fees, golf club memberships, tennis racquets, sport safety helmets, running shoes and specialized athletic footwear.) Not Included - any personal clothing.

Smoking cessation activities focused on quitting smoking cigarettes, cigars and chewing tobacco are eligible. Tobacco cessation products such as over the counter replacements pay for the nicotine patch, gum, inhaler, nasal spray, mint snuff that have been itemized in a receipt and not covered under other benefits.

Weight loss programs - Formal weight loss program fees (e.g. Weight Watchers, Jenny Craig, L.A. Weight Loss, etc.).

Wii Fit and X-Box Kinect and PlayStation - Exercise program discs and Wii Fit Mat exercise will be covered. The game consoles, computer hardware and other accessories will not be covered.

Fitness Club/Gym Memberships - individual and family membership if the employee is a member. Multi-use or individual passes included.

Organized league sports.

Lessons/Classes/Program Memberships.

Any length of Lessons/Classes/Programs/memberships (Including but not limited to): yoga, swimming, horseback riding, snowboarding, skiing, skating, golf lessons/classes, Pilates, aerobics, meditation or other relaxation classes, archery club fees, rock climbing, boxing, racquetball/squash, tennis/badminton, cycling/rollerblading, Tai chi, rowing, certified personal trainer, bowling league fees, fitness boot camps.

APPENDIX A - CLASSIFICATION

Job Description

COPE #458 - Business Agent for CUPE Local 30

The Position

Under the general direction of the elected Executive Board of CUPE Local 30, and the day-to-day direction of the President, the Business Agent is responsible for providing professional advice, information and assistance on a wide range of labour relation/human resource issues to a large base of members located at work sites in and around the City of Edmonton and covered by separate collective agreements.

Duties and Responsibilities:

The primary functions of this position are:

1. Member Services - example - promoting Local 30 and the trade Union movement.
2. Grievance Handling
3. Arbitrations
4. Negotiations
5. Labour Relations Board
6. Representation at WCB, E.I.
7. Mentoring stewards and other activists
8. Other-Committee meetings, OH&S investigations & other related duties.

Typical duties include:

1. Grievance handling, including case assessment, preparation of presentations, research, presentation of grievances, work with legal counsel and liaison with the Local 30 Grievance Committee.
2. Preparation for and attending arbitration hearings in support of legal counsel.
3. Accompanying and representing members at disciplinary meetings.
4. Preparing correspondence and reports as required on grievances, reclassifications, benefits, and negotiations.
5. Answering telephone inquiries and responding to members in a timely fashion.
6. Attending Union/Management meetings.
7. Reviewing and recommending responses to posting waiver requests.
8. Briefing and advising the President on current issues as they arise.
9. Providing appropriate representation to members on benefits issues, Short Term Disability and Long-Term Disability.
10. Participating as member of on-going joint committees, as assigned.
11. Providing representation to members requiring special placements or Duty to Accommodate.
12. Investigating and reporting potential health related environmental concerns in the workplace.
13. Researching and preparing appropriate documentation for assigned projects.
14. Providing assistance to members in their understanding of class specifications, job description development and position allocation and classification appeals.
15. Monitoring job postings to ensure that they adhere to the requirements of the various Collective Agreements.
16. Ensuring that positions are appropriately assigned within CUPE Local 30's jurisdiction.

Scope and Complexity:

The Business Agent is required to have good analytical skills and must exercise sound judgment and independent decision making related to all Local 30 bargaining units, Executive, Employers, and other external agencies.

The scope of this position is very wide and very diverse. There are strategically different organizational activities and interests that must be accommodated to reflect the CUPE Local 30's evolving culture, the external circumstances of each Employer and their various bargaining units, as well as the political internal operating realities.

This is a generalist position, however, the President may at any time, due to volume of work, particular expertise, unique circumstances, etc. decide to have one or more positions operate as specialists (e.g., classification, benefits, etc.) as this position is very wide and very diverse. There are strategically different organizational activities and interests that must be accommodated to reflect the CUPE Local 30's evolving culture, the external circumstances of each employer and their various bargaining units, as well as the political internal operating realities.

Consequence of Error:

Errors in judgment or decisions could have a significant interpretation and / or financial consequence for individual members and/ or CUPE Local 30 itself. Policy decisions and agreements reached by the Business Agent on behalf of CUPE Local 30 and its members could impact relationships and interpretation not just for CUPE Local 30 and its members but for other Unions as well.

Qualifications:

1. Minimum Grade 12 diploma plus related labour relations experience or an equivalent combination of training and experience.
2. Good working knowledge of the trade Union movement
3. Highly developed communication, problem solving and interpersonal skills.
4. Familiarity with CUPE Local 30 agreements.
5. Commitment to social justice and the advancement of working people.
6. Valid driver's license and motor vehicle.
7. Knowledge of the Labour Relations Code, Employment Standards Code, Workers' Compensation Act, Occupational Health & Safety Act, Trades Qualification Act, Individual Rights Protection Act, Manpower Development Act, Local Authorities Pension Act, Employment Insurance Act and Civic Administration and Personnel Policies.
8. Good knowledge of written and verbal English
9. Computer experience related to Microsoft Windows and Microsoft Office.
10. Ability to analyze regulations, contracts, and written documents.
11. A good knowledge of the grievance and classification review procedures.
12. Ability to express the thoughts, ideas, and Union Policy in both written and verbal forms.

APPENDIX B - WAGES

January 1 to December 31				
2019	2020	2021	2022	2023
0%	0%	0%	1%	2%
48.836	48.836	48.836	49.324	50.310
55.284	55.284	55.284	55.837	56.954

*Rates are based upon a per hour basis.

Wage adjustment(s) shall be in accordance with the CUPE Local 30, City of Edmonton settlement agreement. This appendix will be amended as required. Wage Adjustments shall only apply to increases.

Lump Sum Payment

An Employee shall receive a lump sum payment upon ratification of this agreement:

Permanent Employee- \$750 for 2022

Probationary Employee- \$750 for 2022

APPENDIX C - Signatory Parties

Signed this 30 day of May, 2023

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #30

 Eric Lewis

President CUPE Local 30


 W. Nicklen

Bargaining Committee Member

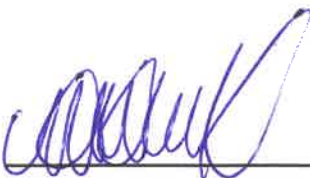
 Rick Ewasenko

Bargaining Committee Member

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION LOCAL #458

 Michael Taylor

COPE Shop Steward/ Lead Negotiator

 Monica Mouna

Bargaining Committee Member

*****New Appendix D**

Probationary employees' exemptions & limitations

All probationary employees have the following benefits and limitations

Sick Time

Probationary Employees are allowed three (3) days of sick leave for the first three (3) months of probation which could affect the evaluation of their probationary period. Should probation be extended the employee will be allowed three (3) days for every three months until they are successful in their probation.

Overtime No banking of overtime

Pension No pension contributions until probation completed.

Emergent Family leave One (1) paid day for Personal Health or Family Responsibility leave as defined by the Government of Alberta

Position with Union

If the employee obtains a position with COPE 458 or affiliated organization, a position WILL NOT be held for the employee. The employee shouldn't be assigned union duties while they are on probation as they are still learning the position

Bereavement Leave

Paid bereavement leave will only be granted for immediate family.

Medical Appointments

All employees are encouraged to make medical appointments outside of work hours. However, if the employee is COMPELLED to make an appointment during work hours CUPE will pay up to two (2) hours for up to two (2) instances during the three (3) month probation.

Self-Funded Leave The employee is not eligible for a self-funded leave for the duration of the probation

Seniority The Employee will not accrue seniority while on probation

Discharge & termination The employee is not eligible for any of the listed discharge, termination, severance pay.

Fitness and Health The employee is not eligible for the Fitness and health benefit

Medical/dental The employee is not eligible for any other medical or dental benefits

Auto allowance- as per collective agreement

Terminations- Will be entitled to the grievance process up to Step 1.

Letter of Understanding #1

between the

Canadian Office and Professional Employees, Local 458

(Hereinafter referred to as the "Union")

and the

Canadian Union of Public Employees, Local 30

(Hereinafter referred to as the "Employer" or "CUPE Local 30")

Market Adjusted Rate of pay for Business Agents

The parties to this Collective Agreement agree to the following:

They will establish a joint committee to assess and discuss a Market Rate Adjustment (MRA) for the Business Agent (BA) classification.

This committee shall be comprised of the President of CUPE Local 30, 2 delegates from COPE 458 and 2 members and an alternate of CUPE Local 30. The committee shall meet and begin discussion by no later than September 1st 2022 and notify their findings to the executive board prior to January 1st 2023.

The committee will consider comparable classifications from the following collective agreements and/or comparable Union locals, including, but not limited to:

Civic Service Union 52 (Labor Relations Officer), CUPE Local 38 (Business Agent)

And any other comparable professional bargaining unit classifications as mutually agreed upon.

Any MAR agreed to through this process will be retroactively applied to the BA pay grid effective January 1st 2023.

