

COLLECTIVE AGREEMENT

Between



**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 30**

**Party of the First Part
(Hereinafter called the “Employer”)**

And



**THE CANADIAN OFFICE AND PROFESSIONAL
EMPLOYEES UNION**

**LOCAL 458 (Clerical Staff)
Party of the Second Part
(Hereinafter called the “Union”)**

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ARTICLE 1 – PURPOSE, DURATION, TERMINATION AND AMENDMENTS

1a) This agreement shall be in full force and effect as of **December 30, 2012** and continue in full force and effect through to **December 31, 2015** and from year to year thereafter except as hereinafter provided.

1b) 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 days or more than one hundred and twenty days prior to the expiration date of this Agreement.

1c) This Agreement shall remain in full force and effect during any period 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.

1d) The Negotiating Committee for both parties shall be of equal representation to a maximum of three (3) each. Observers with no voice or vote may be present at negotiations if agreed to by both sides and there is adequate notice provided.

1e) 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

2a) The Employer recognizes the Union as the sole bargaining authority for all Employees in its office within the jurisdiction of the COPE Union and within the classification of office and clerical workers listed in Appendix “B” or within such new classifications as may from time to time be agreed to and established by the parties. It is expressly agreed that this Agreement shall not apply to any elected or appointed Officer or Representative of the Employer.

2b) An Employee covered under the COPE # 458 jurisdiction is entitled to representation from their Union. If representation is desired by the employee then reasonable efforts will be made by both parties in scheduling the meeting so that Union representation can occur. However, after reasonable efforts have been made, should a Union representative not be available to attend the meeting, the Employer will not be prevented from holding the meeting.

ARTICLE 3 – CONFORMITY TO FEDERAL AND PROVINCIAL LEGISLATION

3a) 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

4a) The Union recognizes that it is the function 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. The parties agree that there shall be no strike or lockout while this Agreement is in force. For the purposes of administering this agreement, the Employer is the Elected or Acting President of CUPE Local 30.

ARTICLE 5 – UNION SECURITY

5a) 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 day's employment 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.

5b) Employees engaged on a temporary or casual basis for a period not exceeding forty five (45) 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.

5c) 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 by the 15th of the following month together with a list of Employees from whom such deductions were made.

5d) Union membership is a condition of employment and deductions as decided by the Union will commence the 1st pay period of employment and be deducted by the Employer.

5e) Should a vacancy occur in the office of the Employer covered by this Agreement, such position shall be posted with COPE #458. If the Union cannot supply qualified help within forty-eight (48) hours excluding Saturday, Sunday and holidays, then the Employer has the right to hire help elsewhere. The Union agrees to notify the Employer immediately should no Union members be available.

5f) Any employee(s) within the scope of this agreement including those on lay off employed by Local 30 shall be given the opportunity to fill any office vacancies provided they have the desired qualifications prior to the position being posted with COPE Local 458 and be entitled to the appropriate rate of pay, based on years of service as per Appendix "C".

5g) An employee working in the Office and selected to a position with a higher rate of pay, will be entitled to the rates of pay as outlined in Appendix "C".

5h) The Employer agrees that there shall be no contracting out of any work or services, which come under the scope of this agreement unless mutually agreed to by the Employer and the Union.

ARTICLE 6 – DEFINITION OF EMPLOYEES

6a) A regular Employee is any person employed on a full-time permanent basis and who has completed the probationary period. A regular Employee shall be covered by all conditions of this agreement.

6b) A regular part-time Employee is any person employed on a continuing basis for less than the normal hours or work or work-week. Regular part-time Employees shall be covered by all conditions of this agreement on a pro-rata basis consistent with the time regularly employed each week.

6c) A Casual Employee is one hired by the Employer into a specific job and hired for a specific period of time. Should continuous employment exceed three (3) months, the Employee will be considered a regular employee and will have the rights under this Agreement and seniority will date back to original date of employment.

6d) All new employees may be considered probationary for the first ninety (90) calendar days. The probation period may be extended up to one (1) year provided justifiable reasons are given in writing to the Employee and the Union.

6e) The Employer or their representative will 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.

ARTICLE 7 – UNION REPRESENTATION

7a) 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.

7b) 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.

7c) The Employer shall recognize the Office 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 the Union shall notify the Employer within 30 days of any changes.

7d) The Office Steward(s) may, within reason, investigate and process grievances or confer with the representative(s) of the Union during working hours without loss of pay.

The Steward(s) will obtain permission from the Employer before leaving their immediate area for such purposes and such permission will not be unreasonably denied.

7e) The Employer shall not discharge, discipline or otherwise discriminate against any member of the Union for participation in or for legitimate action on behalf of the Union or for the exercise of rights provided by this Agreement.

ARTICLE 8 –WORKING CONDITIONS

8a) **Technical Financial Administrator**

The regular working day shall consist of any mutually agreeable eight (8) hours per day between the hours of 7:30 am and 6:00 pm, five (5) days per week, Monday through Friday inclusive, with a unpaid one-hour (1) lunch period between 11:30 am and 2:00 pm.

8b) **Office Administrator**

The regular working day shall consist of any mutually agreeable seven and one half (7.5) hours per day between the hours of 8:00 A.M. and 5:00 P.M., five (5) days per week, Monday through Friday inclusive, with a unpaid ½ hour to one-hour lunch period between the hours of 11:30 am and 2:00 pm. The election of a regular ½ hour or 1 hour unpaid lunch period shall be noted in the employee's personnel file.

8c) **Casual Employee**

The regular working day shall consist of a mutually agreeable shift between the hours of 8:00 am and 5:00 pm, five (5) days per week, Monday through Friday inclusive, with an unpaid lunch period of one (1) hour to be provided between the hours of 11:30 a.m. and 2:00 p.m.

8d) Two (2) paid rest periods per day of fifteen (15) minutes each, one in the morning and one in the afternoon shall be provided.

8e) Minimum of One (1) paid rest break of fifteen (15) minutes per four-hour paid shift.

8f) Where an Employee under this Collective Agreement is required to use his/her own personal vehicle to conduct CUPE Local 30 business the following allowance(s) shall be reimbursed:

- a) Mileage in accordance with the mileage rate per km as stipulated by Revenue Canada for each applicable year
- b) Any parking receipts related to CUPE Local 30 business to be reimbursed by the Employer
- c) Employee(s) shall submit a travel log with each request.
- d) When practical, travel should be pre-approved by the employer.
- e) Mileage will be submitted with appropriate weekly timesheet.

8g) The employer shall ensure that parking space(s) complete with plug-ins are provided at no cost to the employee(s).

8h) Employees are encouraged to report all unsafe working conditions to the Employer and should the conditions not be corrected within a reasonable time, the employee should bring the unsafe working condition to the attention of the Union.

8i) No employees shall operate any tool, appliance or equipment that will cause to exist an imminent danger or carry out any work where there exists or will cause an imminent danger to health and safety of the employee or any other staff at the work site.

ARTICLE 9 – OVERTIME

9a) All time worked in excess of the regularly established working day shall be considered as overtime and paid for at the rate of double time. Saturdays, Sundays, and Statutory Holidays shall be paid at double time for time worked. Time off may be taken in lieu of overtime pay providing it is of equal value.

9b) An employee required to work overtime following the completion of their scheduled hours of work will be eligible for a meal break of one-half (1/2) hour without loss of pay, following completion of two (2) hours overtime, provided overtime is to continue.

9c) Employees that may be called back to work after their regular shifts, scheduled days off or vacation, shall receive a minimum of two (2) hours pay at overtime rates provided the Employee reports for such work. All call-backs will be by mutual agreement

9d) When an overtime requirement has been identified, approval must be obtained from the Elected or Acting President or designate of CUPE Local 30.

9e) When overtime arises as a result of unforeseen or unexpected circumstances, approval after the fact shall not be unreasonably denied.

ARTICLE 10 – HOLIDAYS

10a) The Employer agrees to provide regular Employees and regular part-time Employees with the following holidays without loss of pay:

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

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

Legal Holidays as stated by the Federal, Provincial, or Civic Governments will be also paid on a pro rata basis to regular part-time Employees.

10b) When any of the above holidays fall on a Saturday and/or Sunday, the following Monday and/or Tuesday shall be observed as the holiday(s).

10c) In the event of any of the holidays enumerated in Article 10 (a) occur during the period of an Employee's vacation, the period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date.

10d) No deductions shall be made in the pay of any regular Employee for a holiday not worked except in the following cases: When an Employee is absent without the immediate supervisor's consent (non-approved furlough), on either of the working days immediately preceding or following the holiday.

ARTICLE 11 – VACATION (Subject to Letter of Understanding #1)

11a) A permanent employee shall be eligible for paid vacation leave in accordance with the provisions of Appendix D.

11b) Temporary employees will receive 4% of regular earnings as vacation entitlement (or, if greater, the amount specified by the Employment Standards Code) to be paid out each pay period.

11c) An employee shall be entitled to vacation credits commensurate with the employee's status as temporary or permanent and the employee's vacation pay shall be his/her regular rate of pay. Part-time employees shall be paid vacation credits to which they are entitled at the regular rate of pay for hours which shall be determined by dividing the average weekly number of hours worked by the employee in the eight (8) weeks preceding the scheduled vacation by five (5).

11d) When a full-time temporary employee is appointed to the permanent staff, the employee's length of service for vacation leave entitlement purposes shall be established by adding together the total number of pay periods employed with CUPE Local 30 as a full-time or temporary employee and dividing by twenty-six point one. The result thus obtained shall constitute the years of service and these, added to subsequent continuous years of service, shall constitute the years of continuous service for vacation entitlement purposes as provided in the vacation leave Appendices.

However, the months employed as a temporary employee which occur prior to a break in employment of twelve (12) continuous months will not be used in ascertaining years of service for vacation leave purposes.

11e) Request for vacation time must be preapproved by the Employer. It is expected that the employee will schedule and use all of their vacation in the year. Unused vacation balances from the previous calendar year cannot exceed two weeks unless approved by the Employer for extenuating circumstances.

11f) On termination of employment, for whatever reason, an employee shall be paid out for any unused earned vacation credits at the employee's regular rate of pay. In case of death, payment shall be made to the employee's estate. CUPE Local 30 shall recover any vacation leave advanced to the employee from any monies which are owed to the employee.

11g) An employee who has been absent from work without pay shall cease to earn vacation credits commencing with the first (1st) complete pay period of such absence and continuing until the employee returns to work.

11h) A permanent or temporary employee absent because of occupational or non-occupational disability shall earn vacation credits in accordance with the following:

A permanent or temporary employee absent because of occupational disability for a period in excess of one hundred and eighty (180) consecutive calendar days, shall cease to earn vacation credits after the one hundred and eightieth (180th) calendar day until the employee returns to work.

A permanent or temporary employee who is in receipt of income protection benefits shall continue to earn vacation credits.

A permanent or temporary employee who is in receipt of Long Term Disability benefits shall cease to earn vacation credits until the employee returns to work in any form of remunerated employment.

11i) If an employee produces evidence within twenty-four (24) hours of his/her return to work, satisfactory to CUPE Local 30, proving that he/she was incapacitated to the extent which required the employee to be confined to residence or hospitalized, through non-occupational sickness and/or injury for a period of three (3) working days or more during his/her annual vacation, such whole period shall not be included in the employee's annual vacation entitlement, but shall be charged to the employee's sick pay entitlement, subject to the agreement of CUPE Local 30. The conversion of vacation to income protection will only be considered if the employee has made all reasonable attempts to report the disability to CUPE Local 30 during the period of confinement. Decisions on an employee request to convert vacation to Income Protection shall be copied to the Union.

NOTE: Such evidence must have been obtained during the period of disability and indicate the nature of the incapacitation and also why and how such incapacitation would require confinement.

11j) A permanent or temporary employee on annual vacation shall be eligible for bereavement leave in accordance with the applicable bereavement leave provisions.

11k) Insofar as the efficient operation of CUPE Local 30 will permit, an employee shall have the right to choose the period of vacation according to seniority standing and in accordance with the provisions contained in this Agreement.

11l) The vacation year for employees within the jurisdiction of COPE 458 shall be the period between January 1st and December 31st.

11m) An employee may be allowed to take vacation leave to the maximum of his/her earned vacation leave. During the vacation year in which the employee is eligible for increased vacation entitlement, and thereafter, the employee may use such increased vacation entitlement prior to his/her anniversary date.

In the event that such increased vacation entitlement is used prior to his/her anniversary date and the employee leaves the service of CUPE Local 30 prior to the employee's anniversary date the provisions for recovery of advanced vacation credits as found in this Agreement shall apply.

11n) In the event that a full-time employee's normal daily hours vary, vacation leave shall be paid in accordance with this Agreement.

ARTICLE 12 – MEDICAL PLAN, HOSPITALIZATION, COMPENSATION, AND R.R.S.P.

12a) Where the Employee is the sole income earner (proof provided); the cost of the Alberta Health Care Insurance and basic Blue Cross (or its equivalent or successor) will be based on the dependant monthly rate.

12b) Each eligible Employee shall be covered under the FAS/CAUS Plan through the Alberta Federation of Labour at a 70/30 cost share between the employer and employee.

This plan includes:

Dental

Vision

Extended Health Benefits

Life Insurance

LTD and STD

Accidental Death and Dismemberment

The Employer also agrees to pay 70% of the Employees monthly premium of Alberta Health Care. Where the Employee is the Sole income earner (proof provided) the cost of Alberta Health Care Insurance will be based on the dependant monthly rate.

12c) All Employees shall be covered by Workers' Compensation. An Employee prevented from performing his/her regular work with the Employer on account of an occupational accident that is covered by the Workers' Compensation Act shall receive from the Employer the difference between the amount payable by the Workers' Compensation Board and his/her last rate of pay. Pending a settlement on the insurable claim, the Employee shall continue to receive the full pay and benefits of this Agreement, subject to necessary adjustments. Where a WCB does not permit top up of WCB benefits without reducing such benefits, the Employer agrees that full pay and benefits will be maintained. In order to continue receiving his/her regular salary, the Employee shall assign his/her compensation cheque to the Employer. In return, the Employer shall indicate the amount received from the Compensation Board on the Employee's income tax T-4 form.

12d) The Employer agrees to participate in a mutually agreeable Registered Retirement Savings Plan to which the Employer contributes two dollars (\$2.00) per paid hour and the Employees contribute two dollars (\$2.00) per paid hour.

12e) The employer shall contribute \$100 per annum to a vision fund per Regular Employee. Unused vision care entitlement accumulative to a maximum of \$300.

Should the fund drop below \$300 due to employee access, the employer will continue to contribute \$100 per annum until the fund again reaches \$300.

Employees with one year of service or more shall be entitled to an advance in vision care entitlement to a maximum of \$300, repayable upon separation if still owing.

Employees shall be reimbursed according to the above, upon presentation of a receipt for eye glasses, contact lenses, medical eye examination or any vision related expense for themselves or family member. (Excludes sunglasses)

12f) Employees currently under the benefits plan, who leave the employ of the CUPE Local 30 for reason other than just cause may opt to stay in the benefit plan by remitting to the Employer both the Employer's and the Employee's share of the Plan costs for a maximum of two (2) years for health and dental only to a maximum age of 70. Premiums must be prepaid for six months in advance and the next payment must be submitted 6 weeks prior to the end of the previous prepaid term. Failure to meet prepayment deadline will lead to termination of benefits.

ARTICLE 13 – SICK LEAVE AND LEAVE OF ABSENCE

13a) All new Employees hired by CUPE Local 30 and coming into the scope of the COPE #458 after December 28, 2005, shall be entitled to the benefits as outlined below:

13b) Regular 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.

13c) Each Employee shall have up to a 24 hour non-accumulated yearly allotment with pay, to attend to short-term emergent Family situation(s). A reasonable effort(s) will be made to consult with the employer prior to the leave. Family is defined as Spouse (including Common-Law Spouse or Same Sex Partner), Parent(s), Parent(s) of Spouse or Partner, Child or Grandparent(s).

13d) Where an Employee is receiving benefits in accordance with Article 13 (a) any weekly indemnity paid under a Health and Welfare Plan referred to in Article 12 (a) and/or any Workers' Compensation Benefit shall be refunded to the Employer.

13e) If after the additional 120 days of Long Term Illness sick entitlement is used, Employees shall be granted extended sick leave of absence without pay of up to six (6) months after five (5) years of service and twelve (12) months after ten (10) years of service beyond the paid sick leave entitlement provided in (m) below, during periods of lengthy illness or disability as certified by a Medical Doctor. During a period of Sick Leave (including STD/LTD), seniority will be retained but not accumulated.

13f) Any Employee who has completed six months of continuous service shall be entitled to Maternity/Parental leave without pay. Maternity leave and/or Parental related to the birth or adoption of a child.

The period of Maternity leave shall not exceed 15 weeks.

The Employee shall give at least six weeks written notice of the date that she will start the proposed leave and start the leave any time during the eleven (11) weeks immediately before the estimated date of delivery, and take a period of leave at least six weeks immediately following the date of delivery.

~~Maternity leave shall commence on the earlier of, the date specified by the Employee, or on such date as may be determined by the Employer, if during the twelve weeks immediately before the estimated date of delivery, the pregnancy of the employee interferes with the performance of her duties.~~

An Employee who has completed six months of continuous service and resigns for maternity reasons and who is re-employed in any capacity within six months from the date of resignation shall be considered to have been on leave without pay. All previous full-time continuous service with the Employer shall be recognized when calculating the rate at which vacation leave credits are accrued.

The period of Parental leave shall be as follows:

In the case of an employee who is entitled to maternity leave under 13(g), a period of not more than thirty seven weeks immediately after the last day of her maternity leave. However the total leave shall not exceed fifty two weeks;

In the case of a parent who had been employed for at least six consecutive months, a period of not more than thirty seven consecutive weeks within fifty two weeks after the child's birth;

In the case of an adoptive parent who has been employed for at least six consecutive months, a period of not more than thirty seven consecutive weeks within fifty two weeks after the child is placed with the adoptive parent for the purpose of adoption.

An Employee shall give at least six weeks written notice of the date the parental leave will start.

If the Employer employs both parents of one child, the thirty seven weeks of parental leave may be taken wholly by one of them or maybe shared by them. The Employer is not required to, but may at its discretion, grant parental leave to both parents at the same time.

An Employee granted maternity leave or Parental leave shall return to the position occupied when the leave started, or be provided with alternate work of a comparable nature at not less than the earnings and benefits that had accrued to the employee when leave started.

An Employee shall give at least four weeks written notice of the date on which that employee intends to return to work, and in any event at least four weeks before the

earlier of, the end of the leave period to which the employee is entitled, or the date that the employee has specified as the end of the leave period.

An Employee is not entitled to resume working until the date specified in the written notice described above.

On request of her Employer, a pregnant employee shall provide the employer with a medical certificate certifying that she is pregnant and giving the estimated date of delivery. And employee who does not wish to resume employment after her maternity or parental leave shall give the employer at least four weeks written notice of intention to terminate employment. If unforeseen or unpreventable circumstances prevent compliance with the requirements of this section, the employee shall so notify the Employer at the earliest opportunity.

13g) An Employee who at the commencement of Maternity or Parental leave is participating in the Alberta Health Care Insurance Plan or any negotiated Health and Welfare Benefits Plan, shall continue to be covered under these Plans throughout the total period the employee is on that leave provided that the employee pay any contributions she or he would normally have paid.

13h) Any Employee may apply for and, where possible, receive up to one (1) year leave of absence without pay, for reasons other than sick leave. Seniority will be retained, not accumulated. Permission for such leave must be obtained from the Employer in writing.

13i) In cases of death of the Employee's spouse (including common law spouse and same sex partner), Parent, or Child of an Employee, the Employee shall be granted bereavement leave of five (5) consecutive working days with pay. Additional time without pay may be granted by the Employer upon request.

13j) In cases of death of the Employee's Mother-In-Law or Father-In-Law, Brother or Sister, or Brother-In-Law or Sister-In-Law, Grandparent, Grandparents of Spouse (common-law or same sex partner), or Grandchildren, the Employee shall be granted bereavement leave of three (3) consecutive working days with pay to attend funeral or memorial services. Additional time without pay may be granted by the Employer upon request.

13k) One-half (1/2) day's leave with pay to attend funeral or memorial services of persons related more distantly than those listed above or a person whom the employee has had a very close relationship shall be granted upon request. Upon demonstrating the need for additional time due to extenuating circumstances, this leave shall be extended up to a total of one (1) day.

13l) An employee who has been subpoenaed to appear in Court as a witness or juror on a working day, during the employee's regular hours of work, will be allowed the required time off without loss of pay at the employee's regular rate of pay, provided that any witness fees or jury fees paid to the employee for this appearance are given to the Employer. Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two hours of their shift remains to be worked.

13m) 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 60 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) for the number of unused sick days.

Maximum payout would be 30 days @ ½ of current regular wage rate

13n) The Employer and employee agree to maintain regular payments into the benefits and RRSP plans to ensure continued coverage for the employee when on periods of Sick Leave/STD/LTD.

The Employer will make payments on behalf of the employee until the employee's return to work at which time the employee will repay the Employer within one month unless mutually agreed to an extended repayment schedule.

ARTICLE 14 – SENIORITY

14a) Seniority shall mean length of continuous service with the Employer and shall be cumulative on an office-wide basis.

14b) An Employee shall lose all seniority rights for any one or more the following reasons:

1. Voluntary resignation.
2. Discharge for just cause.
3. Failure to return to work within ten (10) working days after being contacted by registered mail unless due to illness or accident. The Employer may require substantiating proof of illness or accident. Employee is required to provide Employer with current address.
4. Retirement.

14c) Employees retained on staff following the probationary period will have seniority credited to the date of hiring.

14d) Any Employee laid off and placed on the recall list will retain, but will not accumulate seniority during the period of layoff.

14e) Seniority lists will be made available by the Employer and shall be amended quarterly in the event of any changes occurring during such period.

ARTICLE 15 – PROMOTION, LAYOFF AND RECALL

15a) The Employer shall fill job vacancies from within the office before hiring new Employee(s) providing Employee(s) is/are available with the necessary qualifications to fill the vacant position.

15b) Promotions shall be made on the basis of seniority, ability, and experience. In the event two or more Employees have the same relative ability and experience, the Employee with the greatest seniority shall be selected.

15c) An Employee selected to a higher rated position shall be on trial for the first ninety (90) days. If during the first ninety (90) days he/she is considered to be unsuitable, he/she shall be demoted to his/her former position or one of equal rank.

15d) If reduction of office staff is necessary, the Employee with the least amount of seniority will be the first laid off, subject to ability and experience.

15e) All regular and part-time Employees, except in emergent conditions, shall receive notice of layoff or pay in lieu of notice of layoff or a combination thereof, in accordance with the following:

- One week for a period of employment greater than three (3) months but less than two (2) years;
- Two weeks for a period of employment of two (2) years or more, but less than four (4) years;
- Four weeks for a period of employment of four (4) years or more, but less than six (6) years;
- Five weeks for a period of employment of six (6) years or more, but less than eight (8) years;
- Six weeks for a period of employment of eight (8) years or more, but less than ten (10) years;
- Eight weeks for a period of employment of ten (10) years or more.

The Union shall be notified when layoffs are contemplated.

15f) Any regular full time or part time Employee who is laid off due to lack of work or redundancy shall be placed on the recall list for a period of one year. Such Employee is responsible to keep the Employer advised of address or any change thereof.

15g) Employees on the recall list shall have first rights to any vacancy in their former job classification or to a similar classification for which the Employee is qualified and available. The Employer will not hire or promote to such a classification while an eligible Employee is on the recall list.

15h) Employees recalled to their former position or to a position having the same salary range shall receive the current rate for the step in the salary range which they held at the time of layoff.

ARTICLE 16 – DISCHARGE AND TERMINATION

16a) It is hereby agreed that the Employer has the right to discharge for just 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 and employee of the reasons for such discharge at the time of discharge.

16b) If upon joint investigation by the Union and the Employer or by decision of the Board of Arbitration or single 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.

16c) If an employee is to be terminated, except as provided for above, said Employee shall receive one week's notice prior to the date of termination, or one week's wages in lieu of notice.

16d) An Employee with more than three (3) years service, who is terminated by the Employer for reasons other than discharge for cause, shall receive severance pay calculated at the Employee's regular rate of pay on the basis of one week's pay for each year of service.

With respect to the pro-rating of severance pay for fractions of a year, it is agreed that payment will be pro-rated as follows:

- An Employee entitled to severance pay will be paid one week at the current rate for each year of service plus one-twelfth (1/12) of the weekly salary for each additional month of service or major fraction thereof based upon the number of working days from the first of the month until the last day worked.

- In the event of death of an Employee, any outstanding pay, benefits and other entitlements covered under this Agreement, shall be calculated and shall be payable to the beneficiary of the deceased Employee.

- An Employee who has retired or severed their employment between the expiration date of this Agreement and the signing of the new agreement, shall receive the full retroactivity of any increase in wages, salaries or other benefits, provided written application is given to the Employer within 60 days of the signing of the new agreement.

ARTICLE 17 – WAGES

17a) Employees will be classified in accordance with the skills used and shall be paid in accordance with but not less than the minimum weekly or hourly wage rate for such classification in accordance with Appendix "B" and "C" which is attached hereto and made part of this Agreement.

17b) Any position not covered by Appendix "B" or 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 machinery of this Agreement. Any adjustment to the wages will be paid retroactively to the date of commencement of the new classification.

17c) Where a new job classification is established or where the nature of work within a classification is significantly altered, the job description and rate of pay shall be negotiated between the Employer and Union.

17d) If Employees are receiving benefits in excess of the rates or privileges outlined in this Agreement, such conditions shall not be altered due to the signing of this Agreement.

17e) Employees shall be paid weekly or bi-weekly 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.

17f) All time continuously worked (including any time on sick leave, vacation, health benefits coverage, and in whichever category #1/#2 position) shall be used to determine which stage of pay the employee is at when assigned to a higher job classification or who temporarily replaces another employee in such higher classification for a period longer than one day.

17g) Any Employee who reports and is not put to work shall be paid a minimum of two (2) hours at their regular hourly rate.

17h) 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 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.

ARTICLE 18 – GENERAL

18a) Employees shall not be asked to make any written statement or verbal contract, which may conflict with this Agreement.

18b) The privilege of using the Union Label shall be extended to the Employer as long as this Agreement remains in full force and effect and the Employer is fulfilling all of its terms and conditions. The Union Label shall be the official Union Label of the Office and Professional Employees International Union with the designation of Local 458 and shall remain the sole property of the Union.

18c) 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.

18d) 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 employee(s) 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.

18e) All Letters of Understanding that have been mutually agreed to between rounds of bargaining will continue in full force and effect, and shall be renewed or deleted in each round of negotiations.

ARTICLE 19 – GRIEVANCE PROCEDURE

19a) 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.

19b) Any grievance must be filed in writing to the Employer within ten (10) working days after the grievance occurs unless circumstances beyond the control of the aggrieved party prevent such filing.

19c) 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.

19d) If the parties are unable to resolve the difference referred to in Clause (a) within five (5) 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 parties and attempt to resolve this dispute.

19e) If the Joint Grievance Committee is unable to resolve the difference referred to in Clause (a) within the five (5) working days, either of the parties may notify the other party in writing of its desire to submit the difference to arbitration. The recipient of the notice shall, within five (5) working days meet with the other party for the purpose of appointing an arbitrator.

19f) If the parties are unable to agree on an Arbitrator within five (5) working days, the appointment shall be made by the Minister of Labour upon the request of either party.

19g) The arbitrator shall hear and determine the difference. He may quash, vary, or 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.

19h) The expenses of the arbitrator shall be borne equally by the two parties.

19i) The arbitrator, by his/her decision shall not alter, amend, or change the terms of the Collective Agreement.

19j) Documented oral reprimands shall be deemed void, for the purpose of supporting discipline, after an employee has maintained a clear record with no infractions for 12 months of active employment.

Where a documented oral reprimand is issued, the employee will be given a copy of such documentation.

Written reprimands shall be deemed void, for the purpose of supporting future discipline, after an employee has maintained a clear record with no infractions for 24 months of active employment.

Other disciplinary infractions shall be deemed void, for the purpose of supporting future discipline, after an employee has maintained a clear record with no infractions for 30 months of active employment.

ARTICLE 20 – TECHNOLOGICAL AND PROCEDURAL CHANGE

20a) In the event of proposed technological changes such as the introduction of office machinery, the Employer agrees to advise the Union Representative of such changes and further agrees to offer employment to his/her present Employees before hiring from the outside market. The Employer further agrees to institute a training program for these Employees who wish to accept employment in these mechanized positions.

20b) 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).

20c) If a training requirement is identified and approved by the Employer, and if such training occurs during normal work hours, the time spent on training shall be considered time worked. Training opportunities request will not be unreasonably denied.

ARTICLE 21 – HARASSMENT POLICY

21a) It is the policy of Local 30 as an Employer to ensure that the working environment is conducive to the performance of work and is such that Employees are not hindered from carrying out their responsibilities. The Employer considers sexual harassment or any other form of harassment in the workforce to be a totally unacceptable form of intimidation and will not tolerate its occurrence. The employer will ensure that victims of sexual harassment or any other form of harassment are able to register complaints in complete confidence without fear of reprisal.

ARTICLE 22 – UNION LEAVE

22a) Employees, when delegated to perform Union activities shall be granted leave of absence without pay, not to exceed thirty (30) days without loss of seniority.

22b) Employees selected to act on behalf of COPE, Local 458, shall not have their wages reduced by reason of time spent during the period of negotiations, and/or processing of grievances with the Employers signatory to this Agreement, prior to the appointment of a mediation commissioner or an arbitration board.

22c) No COPE employee who is selected as a delegate to seminars, training and conferences will be unreasonably denied approval for leave of absence.

ARTICLE 23 – ELECTRONIC MONITORING, SURVEILLANCE AND PRIVACY

23a) Electronic monitoring and surveillance shall not be used for the purposes of individual work measurement of employees.

23b) 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.

23c) The employee shall be advised, in writing, of the location and purpose of all surveillance and tracking devices.

23d) 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 disclosure 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 24 – FITNESS AND HEALTH

24a) 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 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, 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

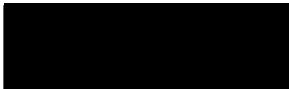
Certified Personal Trainer

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 bootcamps.

APPENDIX "A" – SIGNATORY PARTIES

Signed this 10 day of OCTOBER, 2013.

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 30



Brian Sandford



Shawn Kilborn



Mike Scott, President

CANADIAN OFFICE & PROFESSIONAL EMPLOYEES, LOCAL 458



Yvonne Bootsman



Allison Alberto

APPENDIX "B" JOB CLASSIFICATION – Category 1

TECHNICAL/FINANCIAL ADMINISTRATOR

DEFINITION

This is an advanced level of technical accounting work in the processing and maintenance of financial records and involving technical review and analysis.

Will coordinate, process and maintain accounting operations, and perform under the direction of the Treasurer and President, any required specialized and highly technical evaluation and analysis of accounting matters, procedures and/or methods. Incumbents require a complete working knowledge of the overall accounting system and payroll system (Simply Accounting / Pay Mate for Windows).

Will maintain accurate membership records and bi-weekly rand dues payment reporting. Prepare and complete per capita reports. Oversees general operations with regards to technical / electronic equipment. Maintains the CUPE Local 30 Website updates and information requirements. Maintenance of document retention and destruction policies and records management.

TYPICAL DUTIES

Organizes and participates in the day-to-day maintenance and processing of a variety of financial and payroll records. Co-ordinates and participates in the processing of current bi-weekly rand dues payments, per capita reports, etc

Process cost **recoveries** from CUPE and affiliates.

Prepares evaluation statements of accounting records as required. Updates Website.

Other related duties as required.

Reviews document retention and destruction policies and records management.

KNOWLEDGE, TRAINING AND EXPERIENCE REQUIREMENTS

Considerable knowledge of accounting procedures and regulations.

Knowledge of the principles and practices of accounting and bookkeeping.

Some knowledge of the application of data processing to the maintenance and analysis of financial data.

Ability to prepare varied financial reports as required.

Ability to control and balance various records and summaries.

Ability to understand and execute oral and written instructions.

Ability to operate standard office equipment.

Completion of the twelfth school grade including business subjects with emphasis on general office practices and including general knowledge of accounting procedures and payroll.

Office (Word, Excel, Power Point, Outlook)

Data Base program.

PageMaker

Paymate for Windows, Simply accounting

Act as replacement for Office Administrator in their absence.

Assist Local 30 Committee's as required

Training and knowledge of document retention and destruction requirements and legislation.

Creation of records management policies.

APPENDIX “B” JOB CLASSIFICATION - Category 2

OFFICE ADMINISTRATOR

DEFINITION

This class will be engaged in various clerical functions, working in an independent environment while carrying out responsible, specialized and complex, confidential clerical assignments.

Required to carry out day-to-day clerical procedures. Receive general instructions outlining the objectives of new assignments and is expected to exercise initiative and judgment in achieving the desired results. Work is evaluated on the basis of the quality and accuracy of the total product of the unit and by the manner in which the objectives of the organization are served.

TYPICAL DUTIES

Processing grievances, member file creation and maintenance, new member forms.

Labourware database updating and maintenance.

Forward public inquiries and complaints to the appropriate Union representative.

Performs overall clerical requirements for Business Agent's, Executive Board, and all Local 30 Committee's.

Aids in preparation of the Local's News letter

Website content management

Creation and maintenance of effective and proper document retention and destruction policies and records management.

Other related duties as required.

TRAINING, KNOWLEDGE AND EXPERIENCE REQUIREMENTS

Considerable knowledge of the principles of office management and of modern office procedures, systems and equipment.

Considerable knowledge of business English, spelling and arithmetic.

Knowledge of the purpose, organization, and policies governing CUPE Local 30.

Ability to make decisions in accordance with established policies and procedures.

Ability to summarize and prepare reports or other material.

Ability to express ideas effectively, orally, and in writing.

Ability to understand and execute oral and written instructions.

Ability to establish and maintain effective working relations as necessitated by work assignments.

Completion of the twelfth school grade, including business subjects with emphasis on general office practices or completion of an appropriate certificate program from an approved business school/college; and a minimum of five (5) years progressively, responsible and diversified office experience.

Office (Word, Excel, Publisher, Outlook)

Data base program

Troubleshooting of General Office equipment

Must be capable of working independently and have personable public relations skills.

Effective prioritizing of work duties and multitasking abilities.

Training and knowledge of document retention and destruction requirements and legislation.

Creation of records management policies.

APPENDIX "B" – JOB CLASSIFICATION - Category 3
CASUAL ASSISTANT CLERICAL

Employee must have a good knowledge of general office work and equipment and be able to perform with accuracy and minimum supervision any duties to be assigned.

APPENDIX "C"**HOURLY SALARY RATES**

The following salary rates (negotiated only for those classifications presently applicable in this office) shall be paid on hours worked in compliance with Article 8 (a) and shall be equal to the % rate increase gained by CUPE Local 30 (**CIVIC UNIT**) employees. Any employee who has worked during the time periods below will qualify for retroactive pay based on the percentage increased earned as outlined above, if laid off prior to the percentage increase taking effect.

CATEGORY 1 – TECHNICAL/FINANCIAL ADMINISTRATOR

	December 29, 2012	December 30, 2012 to December 31, 2013	2014 (New Rate)	2015 (New Rate)
First six (6) months	\$27.17	\$27.99		
Six (6) Months to Two (2) Years	\$28.61	\$29.47		
Thereafter	\$35.80	\$36.87		

CATEGORY 2 – OFFICE ADMINISTRATOR

	December 29, 2012	December 30, 2012 to December 31, 2013	2014 (New Rate)	2015 (New Rate)
First six (6) months	\$25.33	\$26.09		
Six (6) Months to Two (2) Years	\$26.55	\$27.35		
Thereafter	\$28.97	\$30.00		

CATEGORY 3 – CASUAL ASSISTANT CLERICAL

December 29, 2012	December 30, 2012 to December 31, 2013	2014 (New Rate)	2015 (New Rate)
\$19.17	\$19.75		

Rates are based on a per hour basis.

This appendix will be amended as required subject to Article 17.

APPENDIX "D"

Vacation Entitlement for permanent employees coming within the jurisdiction of COPE 458.

Years of continuous employment	Vacation entitlement (the lesser of the following)
1 or more than 1	15 working days or 120 working hours
8 or more than 8	20 working days or 160 working hours
17 or more than 17	25 working days or 200 working hours
23 or more than 23	30 working days or 240 working hours

A permanent employee, who has not completed a full year of service with CUPE Local 30 prior to the commencement of the vacation year, shall be entitled to receive the portion of his/her earned vacation, which was earned prior to the commencement of the vacation year, in accordance with the following provisions, provided that the employee entering the employment of CUPE Local 30 after the fifteenth (15th) day of any month shall be considered to have entered the following month to determine his/her entitlement under these provisions.

Continuous Service Prior to Vacation Year	Pro-Rata Entitlement Permanent and Probationary (the lesser of the following)
12 months	15 working days or 120 working hours
11 months	14 working days or 112 working hours
10 months	13 working days or 104 working hours
9 months	11 working days or 88 working hours
8 months	10 working days or 80 working hours
7 months	9 working days or 72 working hours
6 months	8 working days or 64 working hours
5 months	6 working days or 48 working hours
4 months	5 working days or 40 working hours
3 months	4 working days or 32 working hours
2 months	3 working days or 24 working hours
1 month	1 working day or 8 working hours

It is understood that vacation entitlement shall be paid at the employee's regular rate of pay for the position to which the employee is permanently appointed or is serving the required probationary period thereof.

LETTER OF UNDERSTANDING # 1

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 30

AND

CANADIAN PROFESSIONAL OFFICE EMPLOYEES 458

Re: Grand fathering of Vacation Accruals

All Employees employed as at the date of signing of this Collective Agreement will maintain their current vacation accrual rate. Effective December 28, 2005 vacation accrual rates for new permanent and temporary staff will be in accordance with the terms of Article 11.

The parties hereto have affixed their signature this 25th day of NOVEMBER (month) A.D., 2011 (year).

SIGNED ON BEHALF OF CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 30

SIGNED ON BEHALF OF CANADIAN PROFESSIONAL OFFICE EMPLOYEES 458

[Redacted signature area]

[Redacted signature area]

- a) An Employee with one year's service shall be entitled to three (3) weeks (15 days) annual vacation with pay, or six (6) percent of gross earnings, whichever is greater.
- b) An Employee with five (5) year's service shall be entitled to four (4) weeks (20 days) annual vacation with pay, or eight (8) percent of gross earnings, whichever is greater.
- c) An Employee with ten (10) year's service shall be entitled to five (5) weeks (25 days) annual vacation with pay.
- d) An Employee with fifteen (15) year's service shall be entitled to six (6) weeks (30 days) annual vacation with pay.

Carried over for duration of the December 30, 2012 to December 31, 2015 Collective agreement.
[Handwritten initials]