



COLLECTIVE BARGAINING AGREEMENT

COPE Local 397

&

Alberta Federation of Labour

December 11, 2024 — March 31, 2026

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

Alberta Federation of Labour
(HEREINAFTER REFERRED TO AS THE "EMPLOYER")

~ AND ~

THE CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 397
(HEREINAFTER REFERRED TO AS THE "UNION")

The Alberta Federation of Labour respectfully acknowledges that we are located on:

Treaty 6 territory in Central Alberta, a traditional gathering place for diverse Indigenous peoples including the Cree, Blackfoot, Métis, Nakota Sioux, Iroquois, Dene, Ojibway/Saulteaux/Anishinaabe, Inuit, and many others whose histories, languages, and cultures continue to influence our vibrant community.

Treaty 7 territory in Southern Alberta, which includes the Siksika, the Piikuni, the Kainai, the Tsuut'ina, and the Stoney Nakoda First Nations, including Chiniki, Bearspaw, and Wesley First Nations, as well as, the Métis Nation of Alberta-Region 3.

Treaty 8 territory in Northern Alberta, a traditional meeting ground for many Indigenous peoples. This territory provided a travelling route and home to the Cree, Dene, Inuit, as well as the Métis and many others.

We recognize the history of oppression of First Nations, Métis, Inuit, and all Indigenous people in their traditional land across Canada, and we are committed to doing the ongoing and active work of reconciliation.

The Alberta Federation of Labour also recognizes that we are all Treaty People with Treaty obligations, and we are committed to continue living in accordance with the spirit and intent of peace and friendship that is foundational to the treaty relationship.

As a labour movement, we will actively work together in solidarity to end oppression and seek justice for all peoples of this land.

ARTICLE 1 – PURPOSE

- 1.01 The purpose of this Agreement between COPE **397** and the Alberta Federation of Labour is to establish and maintain rates of pay, hours of work, and other working conditions and to provide appropriate procedures for the resolution of grievances during the term of the Agreement
- 1.02 **Both the Employer and The Union agree to be fair and reasonable in the interpretation and application of the collective agreement.**

ARTICLE 2 – BARGAINING AGENCY AND RECOGNITION

- 2.01 The Employer recognizes Local **397** of the Canadian Office and Professional Employees Union as the sole and exclusive representative and bargaining agent for all of its Employees within Local **397**'s jurisdiction and hereby agrees to negotiate with Local **397**, or any of its authorized representatives, concerning all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.
- 2.02 This Agreement shall apply to all Employees of the Employer in its office within the jurisdiction of Local **397** and within the classification of the office and clerical workers listed in Appendix 'B' or within such new classifications as may from time to time be established by the parties. It is expressly agreed this Agreement shall not apply to any elected or appointed officer of the Employer.

ARTICLE 3 – UNION SECURITY

- 3.01 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 forty-five (45) calendar days' 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.
- 3.02 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 Local 458 percentage times regular wages.
- 3.03 The Employer agrees to automatically deduct union dues, applicant's service fee, initiation and/or assessments, once each month and to transmit monies collected to the Secretary Treasurer of the Union by the fifteenth (15th) of the following month, together with a list of the Employees from whom such deductions were made. The Union agrees to inform the Employer as to the rates of the union dues, applicant's service fee, initiation, and assessment dues with a signed authorization form from the Union signed by the Employee.

- 3.04 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.
- 3.05 Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs which are in the bargaining unit except in cases mutually agreed to by the Parties.
- 3.06 There shall be no layoffs as a result of the use of volunteers.
- 3.07 Except as otherwise mutually agreed, all documents produced for the Employer shall have the final formatting and production done by members of the COPE bargaining unit and shall display the COPE union label.
- The bargaining unit recognizes that from time to time it is necessary to have documents designed and/or produced outside of the bargaining unit due to in- house limitations in design and production capabilities. In situations where bargaining unit work is sent out, the following will be agreed to:
- a) The bargaining unit will be made aware of out-of-house work prior to it being sent out.
 - b) Members of the bargaining unit will review the final proof prior to printing to ensure the materials are free of typographical and other errors.
 - c) The COPE union bug will be added to any materials produced.
 - d) Except when not possible the bargaining unit will be provided with electronic versions of the final documents (in .pdf or other usable formats) to ensure we have copies in our system and can respond to requests for electronic versions.
- 3.08 There shall be no job sharing unless mutually agreed in writing by the Employees concerned and the Employer.

ARTICLE 4 – THE RIGHTS OF THE EMPLOYER

- 4.01 The Union recognizes the rights of the Employer to hire and promote, and to discipline or discharge any Employee for just cause subject to the provisions of this Agreement, and the right of the Union or Employee to grieve as provided in Article 25.
- 4.02 The Employer shall exercise its rights in a fair and reasonable manner. The management rights shall not be used to direct the work force in a discriminatory manner. These rights shall not be used in a manner which would deprive any present Employees of his/her employment, except through just cause.

ARTICLE 5 – DEFINITION OF EMPLOYEES

- 5.01 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.
- 5.02 A Regular Part-Time Employee is any person employed on a continuing basis for less than the normal hours of 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.
- 5.03 A Temporary Employee is one hired by the Employer as a relief for vacations, illness and leaves of absence, or to carry out a short-term assignment for a specified period of time. Should continuous employment exceed six (6) months, the Employee shall be considered a regular Employee (or regular part-time Employee) and seniority will date back to the original date of hire. Temporary Employees shall have all the benefits of the Agreement except for Article 13.01 and after 90 days they will receive the benefits under 13.01 except for LTD and life insurance.
- 5.04 A Casual Employee is one hired by the Employer for extra or relief work on a call-in basis only and shall be guaranteed no less than three (3) hours of work on each day which they are employed.
- 5.05 All new Employees, except Temporary or Casual Employees, will be considered probationary for the first three (3) months. After three (3) months an Employee will become permanent.
- 5.06 Each Employee will be provided with a copy of their job classification and duties that have been agreed upon between the Union and the Employer within ninety (90) days of the signing of this Collective Agreement or within five (5) days of the commencement of their employment, whichever event shall later occur. Any amendments shall be negotiated between the parties to this Agreement. Employees shall be advised at the same time from whom they shall receive instructions as to the policies and procedures of the establishment.
- 5.07 Union means Canadian Union of Professional Employees Local **397**.
- 5.08 Employer means the Alberta Federation of Labour.
- 5.09 Union Steward means a person who is selected by the members of the bargaining unit to act on behalf of those Employees.
- 5.10 Code means the Alberta Labour Relations Code.

ARTICLE 6 – NEW EMPLOYEES

6.01 A representative of the Union shall be given an opportunity to meet with each new Employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purposes of acquainting the new Employee with the benefits and duties of union membership and his/her responsibilities and obligations to the Employer and the Union.

ARTICLE 7 – UNION REPRESENTATION

7.01 The Employer shall recognize the representative(s) and Steward(s) selected by the Union for the purposes of collective bargaining, agreement administration and/or general union business, as the sole and exclusive representatives(s) of all Employees within the bargaining unit as defined in Article 2 of this Agreement. The Union will notify the Employer in writing of the names(s) of such representative(s) upon selection and at any time a change is made.

7.02 The representative(s) of the Union shall have the right to contact the Employees at their place of employment on matters respecting the Agreement or its administration. The Union will obtain authorization from the Employer as to appropriate time for such contact before meeting the Employees.

7.03 The Steward(s) may, within reason and in the Edmonton area, investigate and process grievances or confer with the representatives of the Union during working hours without loss of pay. The Steward(s) will obtain permission from their immediate supervisor before leaving their immediate area for such purposes and such permission will not be unreasonably denied.

7.04 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 the for exercise of rights provided by this Agreement.

7.05 The Employee and the Union shall be notified at least one (1) full working day in advance of any interview of a disciplinary nature and to indicate:

- a) The Employee's right to be accompanied by a Union representative;
- b) The purpose of the meeting including whether it involves the Employee's personnel record;
- c) That if the Employee's personnel record is to be considered during the interview, the Employee and/or the Union representative shall have access before the meeting to the file in accordance with Article 24.

ARTICLE 8 – HOURS OF WORK

8.01 A regular work-week is thirty-five (35) hours. A regular working day shall consist of seven (7) hours between the hours of 8:00 AM and 5:00 PM, Monday through Friday with an unpaid lunch period of one (1) hour. Regular starting and stopping times will be arranged between the Employer and Employees.

- a) By mutual agreement Employees may work a compressed work schedule.
- b) By mutual agreement duration of the lunch period may be one-half (.5) hour.
- c) Notification of work schedules shall be provided to the Union.

8.02 One paid relief period of fifteen (15) minutes will be provided in each half day of work.

8.03 A suitable area shall be provided by the Employer for the purpose of taking lunch and relief periods.

8.04 The Employer agrees to allow the employee to work from home upon mutual agreement. The Employees agree to ensure that the office is properly staffed as the Employer requires.

8.05 Flexible Work Arrangements.

Requests for Flexible Work Arrangements

Flexible Work Arrangements refers to deviations in time from the standard approach of working onsite during core business hours, including alternate and flexible work schedules (e.g., flex time, flex scheduling, compressed scheduling)

All Flexible Work Arrangements must be mutually agreed upon based on the criteria included in this Article. The FWA may be discontinued, revoked, revised, or limited upon 30 calendar days notice to the Employee.

It is understood that the FWA may not be suitable for every Employee or every position. Employees are expected to comply with all reasonable requests to complete any additional forms or documentation or participate in a review of the FWA if requested by the Employer to establish or continue an FWA.

8.06 Right To Disconnect

At various times, Employees may be called upon to work in excess of their weekly hours and outside regular working hours. Sincere efforts will be made by the Employer to anticipate any overtime that may be required outside of normal working hours and give notice of same to Employees. The Employer recognizes that Employees have a right to disconnect from work and are under no obligation to answer phone calls, emails, or messages outside normal working hours as defined by the terms of this agreement. They shall not be reprimanded, subjected to discipline, or denied the rights and privileges provided to them under this collective agreement, for failing to do so. The Employer shall not afford Employees beneficial treatment for choosing to stay connected.

ARTICLE 9 – OVERTIME

- 9.01 All overtime must be authorized by the Employer and assigned to Employees who are willing and able to perform the duties. The assignment of overtime shall be, on the basis of seniority within the job classification, subject to consideration given to the continuity of the work in progress.
- 9.02 All time worked in excess of the regular established working day shall be considered as overtime and paid for at the rate of double time or time off in lieu of overtime pay. Saturdays, Sundays, and Statutory Holidays shall be paid at double time for the time worked or time off in lieu of overtime. Time off shall be by mutual agreement. Overtime can be accumulated to a maximum of thirty- five (35) overtime hours (seventy (70) regular hours).
- 9.03 All Employees required to work overtime in excess of two (2) hours beyond their regular working day shall be provided with a meal or meal allowance. If a meal is provided, the Employee shall be provided up to a one-half (.5) hour meal break at regular pay. If a meal is not provided, the Employee may take up to a one (1) hour meal break during the overtime period. This meal shall be compensated at the regular rate of pay.
- 9.04 All Employees required to work overtime in excess of four (4) hours on Saturday, Sunday, or recognized holidays shall be allowed a lunch period at the regular rate of pay.
- 9.05 Employees who are called back to work during regular scheduled days off or vacations or outside the regular working day, shall receive a minimum of three (3) hours pay at overtime rates provided the Employee reports for such work.
- 9.06 The Employer will be responsible for an Employee's transportation home after 8:00 PM in the event of overtime scheduled after working hours, provided the Employee does not have his/her own transportation.
- 9.07 Time spent in travel on Employer business shall be considered as time worked and paid at regular time rate, excluding travel to and from the normal place of work. Where at all possible travel time (not to and from regular place of work) shall be incorporated into regular working day hours. If travel is required on weekends or holidays it shall be considered as time worked and shall be paid at regular time rates plus equivalent time in lieu shall be granted and mutually arranged between the parties.

ARTICLE 10 – ACCOMMODATIONS, MEALS AND TRAVEL

- 10.01 When out of town travel is required, Employees will receive:
- a) An out of town per diem of \$40.00 per overnight stay;
 - b) Where hotels are not provided, receipted standard single hotel room costs;
 - c) Where meals are not provided:

- i. A breakfast allowance of **\$20.00** if leaving before 7:30 AM
- ii. A lunch allowance of **\$25.00** if leaving before 11:00 AM or returning to work;
- iii. A dinner allowance of **\$40.00** if returning after 7:00 PM.

If cost exceeds these rates reimbursement upon receipt will not be unreasonably denied.

10.02 In lieu of the provisions of 10.01, an Employee may make their own arrangements for meals and rooms when travelling out of town. In this case they are entitled to claim an allowance of \$125.00 for each overnight stay.

10.03 When an Employee is required to work away from the normal place of work without access to the Employer provided lunch area they will be entitled to claim the appropriate allowance in 10.01 c) where a meal is not already provided.

10.04 The Employer will pay per diems in advance if requested by the Employee, for the duration of the function.

10.05 When an Employee is required to work away from the normal place of employment, the Employee shall be entitled to compensation at the current Canada Revenue rate per kilometer, parking, phone calls home of reasonable duration and cost and all other related expenses as authorized.

10.06 Employees shall not be required to use their vehicles for any business on behalf of the AFL. If Employees choose to use their vehicle for AFL business, it will be compensated as per Article 10.05.

ARTICLE 11 – HOLIDAYS

11.01 The Employer agrees to provide regular, temporary and regular part-time Employees with the following holidays without loss of pay:

- New Year's Day
- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Heritage Day
- Labour Day
- National Day for Truth and Reconciliation
- Thanksgiving Day
- Remembrance Day
- Christmas Eve Day
- Christmas Day
- Boxing Day
- New Year's Eve Day
- *2 Floating holidays

And any duly acclaimed Federal, Provincial or Civic Holiday.

*to be taken on a day mutually agreed between the Employer and Employee. Employees will attempt to use their floating holidays during the Christmas office closure.

- 11.02 The Employer agrees to provide casual Employees general holiday pay of an amount that is five (5) percent of the Employee's base wages excluding overtime, for the dates listed in 11.01, excluding the two (2) floating holidays.
- 11.03 When any of the above holidays fall on a Saturday and/or Sunday, they shall be observed on either the previous Thursday and/or Friday, or subsequent Monday and/or Tuesday as directed by the Employer.
- 11.04 No deduction shall be made in the pay of any regular Employee for a holiday except in the following case: 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 12 – VACATION

- 12.01 The vacation year is January to December. Vacation accrual begins on the date of hire and the Employee's anniversary date is used for the purpose of calculating 1 year of employment for vacation accrual purposes. Paid vacation is earned at the following rate:

Years of Employment	Vacation Earned
Less than a year	1 2/3 days per month
2-4 years	20 days
5-9 years	25 days
10-14 years	30 days
15-19 years	35 days
20+ years	40 days

- 12.02 Temporary Employees shall earn vacation pay at the rate of 6% of salary.
- 12.03 Any vacation period must be taken at a time agreed to by the Employer. Once the Employer approves vacation requests any changes must be mutually agreed to by the affected Employees and the Employer. Vacation may be used once earned, however, unless mutually agreed vacation entitlements will be used within the year following the year they are earned. An Employee with less than five (5) years' service may carry forward up to **ten (10) days** into the following year. An Employee with five (5) years' or more service may carry forward up to **fifteen (15) days** in to the following year. Any carry over of more than this amount is subject to Employer approval.
- 12.04 Employees with less than one (1) years' service shall be entitled to take earned vacation, provided they have satisfactorily completed their probationary period. Such requests shall not be unreasonably denied by the Employer.

12.05 Employees transferring from another bargaining unit within the employ of the Employer shall have their service with the Employer recognized for purpose of calculating number of days of vacation.

12.06 Upon termination an Employee is entitled to be paid for vacation earned but not claimed. Vacation earned in the year of termination shall be prorated from January 1 to the date of termination.

12.07 The vacation planner opens on March 1 and closes March 31. Employees will submit their vacation request for the upcoming vacation year. Vacations will be approved by order of seniority. At least one member of the bargaining unit will be approved for vacation when requested. Other requests for vacation from members of the bargaining unit will be considered and may be granted as operationally feasible. Following the close of the vacation planner, the Employer will respond to the Employee's vacation request within 14 days.

Any vacation requests made outside the vacation planner will be considered as operationally feasible and approved within 15 days of request being received by the Employer. Seniority does not apply, and each vacation request will be considered when received.

12.08 Where an Employee qualified for sick leave (with medical certificate), bereavement leave, or any other approved leave during his/her period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the Employee's option.

12.09 Permanent Employees who have worked two (2) years or more shall receive an annual vacation bonus of five hundred (\$500) dollars paid out on the anniversary date of the Employee.

12.10 An Employee may request a monetary payout of any unused vacation allowance carried forward into the following year.

ARTICLE 13 – MEDICAL PLAN, HOSPITALIZATION PLAN, VISION AND RRSP

13.01 The Employer will pay premiums at family rates, where applicable, for a Benefit Plan for Employees. The Employer will involve the Union with any changes in plan design. The Benefit Plan will maintain a comparable level of benefits regardless of provider.

The Employer is responsible to ensure the coverage for medical benefits are maintained at the April 1, 1995 level for the above plans.

13.02 **The Employer shall continue to make directed contributions into the Local Authorities Pension Plan.**

- 13.03 Employees, who leave the employ of the Federation for reasons other than just cause may opt to stay in the benefit plan offered by the Alberta Federation of Labour 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. Premiums must be prepaid for six months in advance and the next payment must be submitted six (6) weeks prior to the end of the previous prepaid term. Failure to meet prepayment deadline will lead to termination of benefits.
- 13.04 Dependent shall mean and include:
- a) Spouse – the person to whom the Employee is legally married or a partner who has cohabitated with the Employee for a minimum of twelve (12) consecutive months.
 - b) Children less than twenty-one (21) years of age who are unmarried and dependent on the Employee, including adopted children step-children, foster children and wards for whom the Employee is entitled to claim deductions for income tax purposes under the Tax Act (Canada).
 - c) Unmarried children twenty-one (21) years of age or older who are financially dependent upon the Employee because of infirmity, either physical or mental.
 - d) Unmarried children less than twenty-six (26) years of age in full-time attendance at an accredited educational institute.
- 13.05 The Employer agrees to provide a health spending account of **Seven Hundred and Fifty (\$750)** per year, to be used for Health spending.

ARTICLE 14 – WORKERS' COMPENSATION

- 14.01 All Employees shall be covered by Workers' Compensation.
- 14.02 Employees who sustain an injury in the course of their duties and who are eligible for workers' compensation shall be paid that amount of money, which represents the difference between what they receive from the Workers' Compensation Board and their regular wages for a period of one year. After the expiration of this period, the provision of LTD coverage shall apply.
- 14.03 The Employer agrees to maintain regular payments into benefit and pension plans to ensure continued coverage for the Employee of up to two years. Seniority, vacation benefits and pension credits shall accrue during the period of compensation to a maximum of one year.

- 14.04 Prior to the time a claim for a job-related illness or injury is deemed to be compensable, or if an Employee is discontinued from workers' compensation, the Employer agrees that the Employee will be covered either under the general illness compensation (see Article 16 – Sick Leave) or under the long-term disability insurance plan, with his/her wage supplemented by the Employer to 100% of his/her wage at current wage rates for a period of up to two (2) years.
- 14.05 An Employee who has suffered a job-related illness or injury and is returning to work, but is unable to perform his/her former duties, shall receive the same rate of pay and incur no loss of seniority or benefits.
- 14.06 The Employer shall make every reasonable effort, in conjunction with the Union, to facilitate the placement of the Employee to the benefit of all parties. The Employer recognizes that job or physical worksite alterations may be necessary.

ARTICLE 15 – INJURY ON DUTY LEAVE

15.01 Injury on Duty Leave will apply for:

- a) Personal injury accidentally received in the performance of the Employee's duties;
- b) Sickness arising from employment.

15.02 When a worker is injured on the job or suffers a job-related disease he/she will not suffer loss of wages, benefits, seniority or accrued sick leave.

When a worker is injured or suffers a job-related illness requiring medical attention, the Employer will pay all transportation costs to the appropriate medical facility and from there to the Employee's home or place of employment.

ARTICLE 16 – SICK LEAVE

16.01 On January 1st of every year, employees will be granted 18 days for sick leave entitlement per calendar year (1.5 days per month). Any unused sick days shall be carried over to the next calendar year, to a maximum of one hundred and sixty (160) actual 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. For absences of three (3) working days or less an Employee may be required to provide a medical certificate in cases of a discernable pattern of usage. An Employee shall be advised of this requirement to provide a medical certificate prior to his/her return to work.

- 16.02 When an Employee with two (2) or more years of service becomes eligible for LTD benefits, and when such Employee does not have sick leave accumulation to cover the period between the fifteenth day of absence due to illness and the date of LTD benefit entitlement, the Employer will pay such sick leave days to a maximum number of days equal to the Employee's sick leave accumulation. Employees on LTD shall continue to accrue seniority for period of six (6) months. When an Employee is eligible to receive Short Term Disability Benefits, the Employee shall be entitled to receive the difference between the short-term disability benefit and their regular wages from the Employer.
- 16.03 Employees shall be granted extended sick leave without pay of up to six (6) months after one (1) year service and twelve (12) months after five (5) years' service beyond the paid sick leave entitlement provided in 16.01 above during periods of lengthy illness or disability as certified by a medical doctor.
- 16.04 Where it is not possible to schedule medical or dental appointments outside regular scheduled working hours, reasonable time off for these appointments for Employees or for their dependent children will be permitted without loss of pay or sick leave credits.
- 16.05 Employees shall be allowed to use two (2) days per calendar year from their accumulated sick leave as outlined in Article 16.01 for appointments of a legal or other specific nature that cannot be arranged outside the normal hours of work.

ARTICLE 17 – LEAVES OF ABSENCE

Maternity, Adoption and Parental Leave

- 17.01 The Employer agrees to grant maternity/paternal/adoption leave for up to a maximum of eighteen (18) months.

Maternity Leave – Employees shall be entitled to receive the difference between Employment Insurance benefits and their regular wages from the Employer for up to twelve (12) months, so long as the Employee qualifies and receives Employment Insurance. If an Employee opts to take eighteen (18) months leave through Employment Insurance, the Employer agrees to prorate the twelve (12) month equivalent top up over the extended leave.

Parental/Adoption Leave – Employees shall be entitled to receive the difference between the Employment Insurance parental benefits and their regular wages from the Employer for up to twelve (12) months, so long as the Employee qualifies and receives Employment Insurance. If an Employee opts to take eighteen (18) months leave through Employment Insurance, the Employer agrees to prorate the twelve (12) month equivalent top up over the extended leave.

- 17.02 Upon completion of the leave of absence, the Employee shall be returned to their former position within the bargaining unit.

- 17.03 The Employee may have the option of returning to work after the completion of one hundred and twenty (120) days leave of absence. The Employee must give one (1) months' notice of their intention of returning to work, provided they produce a doctor's certificate.
- 17.04 When an Employee is granted a leave of absence as outlined above the Employer agrees to continue paying the Employee's health care benefits. In the event an Employee does not return to work the Employee shall reimburse the Employer for the amounts paid in benefits while on leave.

Leave of Absence

- 17.05 An Employee may apply for and, where possible, receive up to six (6) months leave of absence without pay for personal reasons. Such leave will not be unreasonably withheld by the Employer. Except where specific language provides differently, seniority will be retained but not accumulated. Wherever possible, requests for leave shall be provided at least two (2) weeks in advance.

Union Leaves

- 17.06 When delegated to perform Union activities, Employees shall be granted leave of absence, not to exceed thirty (30) days without loss of seniority.
- a) An Employee shall receive the pay and benefits provided for in this Agreement when on leave for Union activities. However, the Union shall reimburse the Employer for all pay during the period of absence.
- 17.07 Time off, without loss of regular earnings will be provided for authorized representatives of the COPE Local 458 for time spent in negotiations and in processing of grievances up to and including arbitration with regards to the AFL bargaining unit.
- 17.08 Any Employee who is elected or selected for a full-time or part-time position with the Union, or anybody with which the Union is affiliated, shall be granted a leave of absence without pay or benefits and without loss of seniority by the Employer, for a period of **three (3)** years subject to renewal on application to the Employer for successive periods of **three (3)** years each. During such leaves Employees shall retain but not accrue seniority. During such leaves, benefits, where practicable, shall continue at no cost to the Employer.
- 17.09 Upon written request to the Employer, and provided permission is granted, members representing COPE Local 458 on provincial boards, labour councils, or serving on committees of the Federation of Labour and the Canadian Labour Congress or other labour organizations, shall receive time off without pay and without loss of seniority and benefits. During such leaves Employees shall retain but not accrue seniority.
- 17.10 Upon written request to the Employer up to two (2) members representing COPE Local 458 can serve on one committee or working group each of the Federation of Labour and shall receive time off with pay and without loss of seniority and benefits. Hours spent on these committees and working groups will not result in overtime pay.

Political Leave

- 17.11 Upon application, Employees shall be granted leave of absence, without pay and without loss of seniority, to run for office in federal, provincial or municipal elections. During such leaves Employees shall retain but not accrue seniority.

Jury Duty

- 17.12 An Employee summonsed to jury duty , **jury selection or when asked to serve as part of a sentencing circle** shall be paid wages amounting to the difference between the amount paid and the amount they would have earned had they worked on such days. Employees 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 jury duty and actual work on the job in the office in one (1) day shall not exceed seven (7) hours for the purpose of establishing the basic work day. Any time worked in the office in excess of the combined total of seven (7) hours shall be considered overtime and paid as such.

Compassionate Care Leave

- 17.13 The Employer agrees to grant compassionate leave up to a maximum of eight (8) weeks as provided for under the Compassionate Care Leave EI legislation. During this period, the Employer agrees to provide salary top-up provision and continue paying the Employee's health care benefits, and any other entitlements for the duration of the EI Compassionate Leave.

Leaves with Pay

- 17.14 An Employee, not on leave of absence without pay, shall be granted upon application, special leave at his/her basic rate of pay for the following:
- a) Two (2) days leave per calendar year for illness within the immediate family – the immediate family shall consist of spouse (including common-law spouse), son, daughter, mother and father.

The Employer agrees that accumulated sick leave days can be used for additional days required for short periods of illness within the immediate family. The Employee shall make attempts to arrange for other care as soon as possible. The Employer has the right to request a doctor's certificate.
 - b) Seven (7) days bereavement leave for a spouse (including common-law spouse), son or daughter, plus up to thirty (30) days to be drawn from accumulated sick leave.
 - c) Five (5) days bereavement leave for any of the following: grandparents, parents, parents of spouse (including common-law spouse), brother or sister.
 - d) Three (3) days bereavement leave for any of the following: sister-in-law, brother-in-law, grandparents of spouse, and grandchildren.

- e) An additional two (2) days bereavement leave shall be granted if travel is necessary or the employee has been named executor of the will – this clause refers to b), c) and d) above.
- f) A maximum of two (2) days bereavement leave per calendar year to attend the funeral of a close personal friend or other relative not covered under b) or c) above.
- g) One (1) day off per year to move household furniture to new permanent address.
- h) One (1) day off for the administration of an estate if the Employee has been named administrator of the estate.
- i) Two (2) days off to be present at the birth or adoption proceedings of an Employee's child.
- j) Ten (10) days parental leave shall be granted to the parent who has not made a claim under Article 17.01.
- k) **Three (3)** days personal leave. Personal day shall apply to any condition that requires an employee to be away from work, for personal reasons.
- l) **All Employees have the right to practice, develop and teach their spiritual and religious traditions, customs and ceremonies. In order to accomplish this, an Employee may request additional days off without pay as required in order to practice their beliefs. These days will not be unreasonably denied. Personal days, sick leave days or paid leave days may be used for any additional days needed.**

17.15 Special Leaves – Without Pay

- a) Citizenship Leave: The Employer will provide a half (1/2) day of **paid** leave for an Employee to attend a ceremony to receive a certificate of citizenship.
- b) Critical Illness of a Child Leave: The Employer will provide up to the thirty- five (35) weeks of unpaid leave to care for an ill or injured child.
- c) Domestic Violence: The Employer will provide up to **five (5) days paid and five (5) days unpaid** days in a calendar year to seek services such as medical, counsel, legal, law enforcement or to relocate temporarily or permanently. **Personal days or unpaid leave days may be used for any additional days needed.**
- d) Disappearance of a Child: The Employer will provide up to fifty-two (52) weeks of unpaid leave.
- e) Death of a Child: The Employer will provide up to one-hundred and four (104) weeks of unpaid leave.

Leaves With Pay

- 17.16 Employees required by the Employer to take any course shall receive full pay and benefits, as well as meal, travel and out-of-pocket expenses incurred while taking the course.
An Employee who requests, and is authorized by the Employer, to take a course relating to that Employee's position may be allowed leave without pay. Upon successful completion, the Employer will pay the cost of the course and out-of-pocket expenses.
The Employer agrees that when government funding is available for educational and training costs, such as the Alberta Government Job Grant, the employer **shall** apply on behalf of the employee for funding. **Both sides recognize that finding opportunities are a shared responsibility.**

Where operational requirements permit, an employee shall be granted **five (5 days)** paid leave for the purpose of attending union-related programs and conferences. The Employer shall make every reasonable effort to adjust operational requirements in order to facilitate such leave. **Upon Request, additional days leave will not be unreasonably denied.**

Requests for training will be responded to by the employer within ten (10) working days. If no response is received, the request will be deemed approved.
in advance of **their** intentions to return to work. During the period of leave seniority will be accumulated.

The Employer agrees that when government funding is available for educational and training costs, such as the Alberta Government Job Grant, the employer may apply on behalf of the employee for funding.

Where operational requirements permit, an employee shall be granted five (5 days) paid leave per year for the purpose of attending union-related programs and conferences. The Employer shall make every reasonable effort to adjust operational requirements in order to facilitate such leave.

Requests for training will be responded to by the employer within ten (10) working days. If no response is received, the request will be deemed approved.

Leaves Without Pay

- 17.17 Subject to approval by the Employer and to promote a culture of learning the Employer agrees to cover the cost of general education courses that allow Employees to enhance the methods, programs, tools techniques and assessment systems that support human development at the individual level. The Employer will cover the cost of tuition and books up to a maximum of five hundred (\$500) annually which can be paid by the Employer or reimbursed upon receipts. Approval will not be unreasonably denied.

ARTICLE 18 – SENIORITY

- 18.01 Seniority shall mean length of continuous service within the bargaining unit.
- 18.02 An Employee shall lose all seniority rights for any one or more of the following reasons:
- a) Voluntary resignation
 - b) Discharge for just cause
 - c) Failure to return to work within ten (10) working days of receipt of recall by double registered mail unless due to illness or accident or other just cause. The Employer may require substantiating proof of the illness or accident.
- 18.03 Employees retained on staff following the probationary period will have seniority credited to date of hiring.
- 18.04 An Employee laid off and placed on the recall list will retain but not accumulate seniority during the period of layoff.
- 18.05 Seniority lists will be made available by the Employer and shall be amended quarterly in the event any changes occur during such period.
- 18.06 Where skills and training are basically the same, the assignment of duties in Appendix “B” shall be done with due consideration of seniority.
- 18.07 Any notice of resignation or retirement may be rescinded within 72 hours of it being provided to the employer. No Employee may rescind a notice of resignation or retirement more than once in 3 years.**

ARTICLE 19 – PROMOTIONS, VACANCIES, LAYOFFS AND RECALL

- 19.01 Job vacancies shall be posted for a period of five (5) full working days at the worksite of the Employees, and shall be filled on the following basis:
- a) Before any new Employees are hired and before any vacancy or new position is posted, other than casual Employees as defined under Article 5.04, current Employees within the bargaining unit, who have the required qualifications, shall, on the basis of seniority, be allowed the opportunity to fill the vacancy.
 - b) If the position is not filled under a) above, notice of the vacancy or new position shall be submitted in writing to the **COPE 397 office**, to provide available union members who qualify, the opportunity to apply for the position. **This may occur concurrently with internal postings.**

- c) If the position is not filled in accordance with a) and b) above the position may be posted externally.
- d) By mutual agreement, the posting period may be reduced to 3 days for temporary vacancies.**

19.02 All notices, postings and advertisements of vacancies or new positions, shall contain the following information:

- Job title and classification
- Required qualifications
- Duties of the position
- Salary/benefits as per Collective Agreement
- Hours of work
- Term of employment.

19.03 a) An Employee promoted to a higher rated position shall serve a trial period of six (6) months in the new position.

b) If during the trial period, the Employer determines the Employee is not suitable for the new position, the Employee may be placed in the position they formerly occupied or in another mutually acceptable and available position, provided, however, the rate of pay will not be less than for the position the Employee left to accept the promotion.

c) If during the trial period, the Employee determines they are not satisfied in their new position, the Employee shall have the right to revert to the former position on the same basis as set out in b) above.

d) Any bumping which occurs as a result of b) or c) above, shall be on the basis of seniority and the right to revert to former positions or suitable available positions as set out in b) above.

19.04 A member of the bargaining unit will be granted a leave of absence to accept temporary assignment to another position with the Employer outside the bargaining unit for a known duration of not more than six (6) months. This period may be extended for an additional six (6) months upon written request to the Union. The Employee shall continue to accumulate all seniority rights with the bargaining unit during this leave. Upon completion of the leave of absence, the Employee shall be returned to their former position within the bargaining unit.

19.05 No Employee shall be transferred to a position outside the bargaining unit without their consent. If an Employee is transferred to a position outside of the bargaining unit, the Employee, for the term of the trial period of that position, shall retain their seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. Such Employee shall have the right to return to a position in the bargaining unit during the trial period. If an Employee returns to the bargaining unit, the Employee shall be placed in a job consistent with their seniority. Such return shall not result in the lay-off or bumping of an Employee holding greater seniority.

19.06 In the event it becomes necessary to lay-off full-time regular Employee(s) or to reduce their hours of work, the following procedure will be followed:

- a) The Employer will notify the Union and the affected Employee(s) in advance of any impending lay-off or reduction in hours of work of regular full-time Employee(s) as follows:

Up to six (6) years of employment: four (4) weeks' notice shall be provided. After six (6) years of employment: five (5) weeks' notice shall be provided. After eight (8) years of employment: six (6) weeks' notice shall be provided. After ten (10) years of employment: eight (8) weeks' notice shall be provided.

After twelve (12) years of employment: twelve (12) weeks' notice shall be provided.

Or the applicable payment in lieu of notice.

- b) Employees with the least amount of seniority within the bargaining unit shall be the first to be laid off or have their hours reduced.
- c) Casual or temporary Employees shall be entitled to not less than two (2) weeks' notice unless their anticipated term of employment would be completed within two (2) weeks.
- d) No regular full-time Employee(s) will be laid off or have their hours reduced while any part-time, casual, temporary, or other non-regular full-time Employees are retained.
- e) Any full-time regular Employee who is laid off or whose hours of work have been reduced, shall be re-hired or have their hours brought up to full-time regular hours before any new hiring takes place.
- f) Employees who are laid off shall be placed on a recall list and be retained therein for a period of three (3) years and shall be recalled in the reverse order of their lay-off.
- g) It shall be the responsibility of Employees who are on the recall list to keep the Employer advised of their current address and telephone number.
- h) The Employer shall advise the senior Employee on the recall list of any employment opportunity and shall so advise the Secretary Treasurer of the Union. The Employer and the Union shall make every reasonable attempt to contact the Employee. If the Employee has not responded to the notice of the employment opportunity within ten (10) working days, unless prohibited through illness, accident, or other just cause, the Employee's right to recall may be forfeited and the next Employee on the list may be contacted and provided the same opportunity of recall.
- i) If no Employees are on the recall list or if they do not make themselves available as set out in g) and h) above, the Employer may fill the vacancy or new position pursuant to the terms of this Article.

- j) In the event of technological and procedural change which occurs during the term of an Employee lay-off, or affects their recall, the terms of Article 26 – Technological and Procedural Change, shall apply to the Employees on lay- off and seeking recall.
- k) Employees recalled to their former position or to a position in the same salary range shall be reinstated at the same step in the same salary range which they occupied at the time of layoff and shall be paid at the current rate of pay.
- l) The Employer will continue to provide coverage for benefits as follows:
AHCIC – 6 months following the month of layoff
Benefit Plan – 6 months following the month of layoff.

ARTICLE 20 – SEVERANCE PAY

20.01 Employees with less than three (3) years of service, who have been laid off or who terminate their employment for reasons other than discharge for cause, shall be entitled to receive severance pay calculated at the current rate of pay on the basis of one and one-half (1.5) weeks' pay for every year of service. Severance pay will be pro-rated for fractions of a year.

20.02 Employees with more than three (3) years of service, who have been laid off or who terminate their employment for reasons other than discharge for cause, shall be entitled to receive severance pay calculated at the current rate of pay on the basis of two weeks' pay for every year of service. Severance pay will be pro-rated for fractions of a year.

After fifteen (15) years of service, an Employee who is laid off is entitled to receive severance pay calculated at the current rate of pay on the basis of three (3) weeks' pay for each year of service. Severance pay will be pro-rated for fractions of a year.

20.03 Severance pay may be applied for as follows:

- a) Immediately upon severance if the Employee chooses not to be placed on the recall list.
- b) At any time up to three (3) years from date of severance, if the Employee chooses to be removed from or becomes ineligible to remain on the recall list.

20.04 Upon request of the Employee, and where possible, any portion of severance pay owing shall be deposited directly into a registered retirement plan of the Employee's choice.

20.05 Retirement Transition Plan – The Employer will bank two (2) days for each year of service for every regular Employee. Employees considering retirement shall draw from this banked time to transition from full-time to part-time without loss of pay. The schedule on how much banked time is used will be mutually determined between the Employer and the Employee.

ARTICLE 21 – DISCHARGE AND TERMINATION

- 21.01 It is hereby agreed the Employer has the right to discharge only 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 Employee and the Union in writing of the reasons for such discharge at the time of discharge.
- 21.02 If an Arbitrator or arbitration panel appointed pursuant to the terms of this Agreement, decides that an Employee has been unjustly discharged, such Employee shall be subject to the award of the said Arbitrator. The award of the Arbitrator shall be final and binding on both parties.
- 21.03 **When possible**, Employees shall provide **fifteen (15)** working days' notice prior to terminating their employment.

ARTICLE 22 – WAGES

- 22.01 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 the Union. Failing agreement, the dispute may be subject to a grievance and may be referred to arbitration. The Arbitrator shall have the power to determine appropriate job classification and rate of pay. The decision of the Arbitrator shall be final and binding.
- 22.02 Any new 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 the Employer. In the event the parties are unable to agree as to the classification and the rate of pay for the job in question or in reclassifying any position of an Employee which may be in dispute, it may be submitted to the grievance procedure and arbitration machinery of this Agreement.
- 22.03 Employees shall be paid bi-weekly or as mutually agreed between the Employer and the Employees. If a payday falls on a holiday or a non-working day, the payday shall be advanced to the day before the holiday or the last banking day. **When possible**, Employees will submit a bi-weekly timesheet to the Secretary Treasurer. **If an Employee is not available to submit the timesheet on time, they shall be paid their regular rate. Reconciliation of pay roll shall occur upon the Employees return.**

All Employees will attempt to submit time sheets prior to any pre approved time away.

Employees will submit a bi-weekly timesheet to the Secretary Treasurer.

- 22.04 An Employee assigned to a higher job classification or who temporarily replaces another Employee in such higher classifications shall be paid at the higher rate for the period so employed. This provision shall not apply for brief periods of less than one-half day except that if an Employee is required to work at a higher classification on a recurring basis, (i.e. each day, each week, or each month), the higher rate of pay shall apply.
- 22.05 Any Employee hired who reports for work and is not put to work shall be guaranteed not less than one-half (.5) of a regular day's pay with a minimum of three (3) hours.
- 22.06 The Parties agree the rates of pay specified herein shall be retroactive to the expiry day of the last Agreement.
- 22.07 There will be no discrimination in wages or benefits for any Employee who possess the necessary qualification, skills in any given appointment or position.

ARTICLE 23 – GENERAL

- 23.01 Employees shall not be asked to make any written statement or verbal contract which may conflict with this Agreement.
- 23.02 The privilege of using the Union label shall be extended to the Employer as long as this Agreement remains in full force and effect and the Employer is fulfilling all of its terms and conditions. The Union label shall be the official Union label of the Canadian Office and Professional Employees Union with the designation of Local 458 and shall remain the sole property of the Union.
- 23.03 It shall not be a violation of this Agreement or cause for discipline or penalization of any Employee in the performance of his/her duties, to recognize a picket line of employees engaged in a labour dispute. The Union shall notify the Employer as soon as possible of the existence of such recognized picket lines.
- 23.04 Employees shall be provided such protective equipment necessary for safe performance of their duties, such items to be supplied at the Employer's expense.
- 23.05 If Employees are receiving benefits in excess of the rights and privileges outlined in this Agreement, such conditions shall not be alternated due to the signing of this Agreement.
- 23.06 In the event of the death of an Employee, the Employer agrees to remit to the Employee's beneficiary all monies owing to the deceased.
- 23.07 The employer agrees to provide childcare or reasonable expense reimbursement if regular family or childcare arrangements do not meet the needs of the employee to perform their work duties. Any arrangements must be pre-approved by the employer in consultation with the employee. Employees will use employer provided childcare when it is available.
- 23.08 Where the Employer authorizes Employees to leave prior to the end of their regular scheduled work day because of inclement weather, such Employees shall suffer no loss in pay.

- 23.09 In order to advance the process of reconciliation, the employer will provide education to all members on the history of the Indigenous peoples, including the history and legacy of residential schools, the United Nations Declaration on the Rights of Indigenous Peoples, Treaties and Aboriginal rights, Indigenous law and Aboriginal-Crown relations.

ARTICLE 24 – PERSONNEL RECORD

- 24.01 An Employee's record will be cleared of disciplinary measures after **twelve (12)** months unless disciplinary action for an offence of a similar nature has had to be taken during the **twelve**-month period. An Employee, accompanied by their Steward if so desired, has the right to examine the Employee's personnel records upon request. The Steward may also examine the record on behalf of an Employee provided written authority is obtained from the Employee to do so.
- 24.02 The Employee and the Union must receive copies of any disciplinary measures taken.
- 24.03 The Employee may request any other documentation be removed after **twelve (12)** months unless of an administrative nature.

ARTICLE 25 – GRIEVANCE PROCEDURE

- 25.01 Both Parties recognize an Employee, accompanied by a Union Steward, has the right to discuss with the Employer any question or complaint relating to the working conditions and conditions of employment, including those governed by the provisions of this Agreement, without prejudice to the right of the Union to have subsequent recourse to the grievance procedure.
- 25.02 A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.
- 25.03 Where a dispute involving a question of general application or interpretation occurs, or when a group of Employees or the Union has a grievance, the Union and its representatives shall have the right to originate a policy grievance on behalf of the Employee, or group of Employees and seek redress with the Employer in the manner provided in the grievance procedure.
- 25.04 Grievances must be filed within thirty (30) calendar days of the occurrence giving rise to the grievance, or the grievor becoming aware of the event giving rise to the grievance, or such longer period of time as may be reasonable in the event of circumstances beyond the control of the grievor.
- 25.05 Time limits set out in the grievance procedure may be extended by mutual agreement in writing by the parties. If the grievor or the Union fails to process a grievance to the next step in the grievance procedure within the time limits specified they shall not be deemed to have prejudiced their position in arbitration.

- 25.06 Replies to grievances stating reasons shall be in writing at all stages.
- 25.07 At each step of the grievance procedure the grievor(s) and the Union representative(s) shall have the right to be present with no loss of pay.
- 25.08 An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Step 1

The grievor or the Union shall first inform the Employer of the existence of a dispute. The Employer shall then have up to two (2) working days to resolve the dispute to both parties satisfaction. If the dispute is not resolved satisfactorily, it may then become a grievance and be advanced to Step 2.

Step 2

The grievor or the Union shall file the grievance with the Secretary Treasurer and/or designate of the AFL. The grievance shall stipulate the nature of the grievance, such articles of the agreement as may be alleged to have been violated and the redress sought by the grievor. The decision of the Secretary Treasurer and/or designate shall be communicated, in writing, within seven (7) working days of the submission. If the dispute is not resolved satisfactorily in Step 2, it may be advanced to Step 3.

Step 3

If the grievance is not resolved at Step 2, the grievance may be submitted within seven (7) working days to an Ombudsperson.

Step 4

If the grievance is not resolved at Step 3 within fifteen (15) working days, it may be advanced to an Arbitration Board consisting of one appointee selected by the Union, one selected by the Employer, and a chairperson either mutually agreed upon or appointed by the Alberta Director of Mediation Services.

By mutual consent of the parties a Single Arbitrator may be substituted for the Arbitration Board. The single arbitrator shall be selected by mutual agreement, or if that is not attainable, by appointment by the Alberta Director of Mediation Services.

- 25.09 Neither an Arbitration Board nor a Single Arbitrator shall have the right to amend the terms of this Agreement. The decision of the Arbitration Board or the Single Arbitrator shall be final and binding upon the parties.
- 25.10 The costs of arbitration shall be borne separately by the parties except the costs of the Chairperson of an Arbitration Board or the Single Arbitrator shall be shared equally by the Parties.
- 25.11 No grievance shall be defeated or denied by any formal or technical objection. An Arbitration Board or the Single Arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedure irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision which is deemed just and equitable.

25.12 All communications related to grievances shall be treated as confidential.

25.13 If there is no resolve after step 2 of the grievance procedure, either side may request the use of a third party mediator. Any mediation shall be non binding and without prejudice and precedence.

Mediation shall only be used by mutual consent. The costs of mediation shall be borne separately by the parties except the costs of the Mediator shall be shared equally by the Parties.

ARTICLE 26 – TECHNOLOGICAL AND PROCEDURAL CHANGE

26.01 Technological and Procedural Change

- a) The introduction by an Employer into the Employer's work, undertaking or business of equipment or material of a different nature or kind than previously utilized by the Employer in the operation of the work, undertaking or business;
- b) A change in the manner in which the Employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.

Purpose

To hold discussions between the Employer and the Employee to:

- Find an amicable method of settling differences with a view to minimize or avoid adverse effects
- Discuss options to assist Employees who are affected by technological change
- Adjust to any adverse effects associated with such technological change
- Examine short- and long-term options in technology
- Evaluate technology needed to perform Employer work
- Determine the best combination of platforms to make the work efficient, effective and financially responsible
- Identify needed changes to current provided products
- Make recommendations to Officers for future purchases
- Evaluate the physical, emotional and psychological impact on Employees.

- 26.02 In order to accomplish the above goals the Employer and the Union agree to set up a committee which will meet quarterly to review any contemplated changes and will have a minimum of one representative as selected by the Union.
- 26.03 In the event of proposed technological change such as the introduction of office machinery which will affect continual employment or substantially alter the working situation of members of the bargaining unit, the Employer agrees to notify in writing and consult with the bargaining unit at least sixty (60) days prior to the introduction of a technological change, with a description of the project it intends to carry out, and foreseeable affects and repercussions on Employees.
- 26.04 No regular Employee shall be dismissed or have his/her hours reduced by the Employer because of mechanization, technological or other changes. Jobs changed or created due to technological advances shall remain within the bargaining unit jurisdiction.
- 26.05 When new or greater skills are required than are already possessed by affected Employees under the present method of operations, such Employees shall be trained, at the expense of the Employer, and be given a period of time not to exceed one year, during which they may perfect or acquire the skills necessitated by the new method of operation. There shall be no reduction in wages or salary rates during the training period of any such Employee and no reduction in pay upon being reclassified in the new position.
- 26.06 With prior approval from the Employer the Employee shall be reimbursed for fees for classes or courses upon providing proof of successfully completing the class or course.

ARTICLE 27 – PARKING

- 27.01 The Employer shall ensure parking places, complete with plug-ins where practicable, are provided at no cost to the Employee
- 27.02 **If the Employee elects, the Employer will reimburse for monthly transit passes for employees in lieu of parking (Article 27). If an Employee elects to use this public transit option they must provide sixty (60) days' notice to revert back to parking.**

ARTICLE 28 – CONTRACTING OUT

- 28.01 There shall be no contracting out of bargaining unit work.

ARTICLE 29 – HEALTH AND SAFETY

- 29.01 The Employer agrees to make reasonable and proper provisions for maintenance of high standards of health and safety in the workplace including a properly heated, lighted **ventilated/filtered**, and designed working environment that is free of pollution. The Employer shall comply with minimum applicable federal, provincial and municipal health and safety legislations, including the Occupational Health and Safety Act and Regulations thereto.
- 29.02 The Employer shall provide Employees with the information of all hazardous materials or substances used in the workplace.
- 29.03 The Employer will recognize the bargaining unit Health and Safety Committee composed of members designated by the bargaining unit to deal with all matters related to occupational health and safety.
- 29.04 There shall be no loss of pay or seniority during the period an Employee has refused to work according to applicable legislation.
- 29.05 In any case where the Employer is forced to temporarily close down the workplace, the Employees shall not suffer any penalization for that period of time.
- 29.06 The Alberta Federation of Labour shall have a duly-elected worker Health and Safety Representative determined jointly by the bargaining units and conveyed to the Employer.
- 29.07 Each Employee shall be entitled to 3 working days per calendar year, at full pay, for the purpose of providing care to a family member who resides in the Employees immediate household and has become ill.
In a declared pandemic, Employees shall be entitled to any recommended isolation period to care for a family member who resides in the Employees immediate household.**

ARTICLE 30 – HARASSMENT AND DISCRIMINATION

- 30.01 The Employer and the Union are committed to the principles and provisions of the Alberta Human Rights Code and in providing a working environment free from discrimination. The Employer and the Union support the principle that all people are to be treated with dignity and respect.
- 30.02 The Employer and the Union agree that neither party will exercise discrimination or coercion with respect to any Employee in the matter of training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of age, colour, place of origin, religious beliefs, gender, marital status, family status, sexual orientation, source of income, ancestry, physical disability or mental disability.
- 30.03 The Union and the Employer recognize the right of Employees to work in an environment free from discrimination, personal or sexual harassment, or bullying.

- 30.04 Sexual harassment means engaging in repeated comments or conduct of a sexual nature that is known or ought reasonably to be known to be unwelcome and shall include, but not be limited to:
- a) sexual solicitation or advance or inappropriate touching and sexual assault;
 - b) a reprisal, or threat of reprisal, which might be reasonably perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate touching is rejected.
- 30.05 Personal harassment and bullying mean repeated comments and or actions, or a course of conduct that is known or ought reasonably to be known to be unwelcome and is demeaning or humiliating. Personal harassment and bullying do not include legitimate discussions between management and employees that are necessary for the Employer's operations.
- 30.06 An Employee who wishes to pursue a concern arising from an alleged harassment may submit a complaint in writing within three (3) months of the latest alleged occurrence through the Union directly to the Employer. Complaints of this nature shall be treated in strict confidence by the Union and the Employer.
- 30.07 The Employer shall acknowledge the receipt of the complaint in writing under Article 30.06 within seven (7) days of receipt of the complaint from the Union and shall investigate and respond within thirty (30) days, which may be extended by mutual agreement.
- 30.08 Where the complainant is not satisfied with the Employer's response, the complaint may, within thirty (30) days, be forwarded to the grievance procedure, commencing at Step 4.

ARTICLE 31 – CONVENTION

31.01 Convention Hours

The hours of work shall be seven (7) hours per day with one (1) unpaid meal breaks of one (1) hour and two (2) fifteen-minute (15) coffee breaks taken approximately mid-point in each half day.

Employee flex day to be taken on a day mutually acceptable to the Employee and the Employer.

Overtime

Overtime will be calculated at the rate of two (2) times for each hour worked in excess of seven (7) hours per day of convention. Travel time will not be considered as overtime or as contributing to the daily hours but will be paid at straight time.

Accommodation, Meals and Travel

Employees required to work at Convention will be entitled to reimbursement of expenses pursuant to Article 10.

- 31.01 The Employer shall provide one (1) day off with pay on the first regular working day after the AFL Convention.

ARTICLE 32 – DURATION, TERMINATION AND AMENDMENTS

- 32.01 **This Agreement shall be in full force and effect as of date of ratification and** continue in full force and effect to the thirty first (31st) **day of March 2026.**
- 32.02 Either party wishing to amend or terminate this Agreement shall give notice in writing of such desire to the other party not less than thirty (30) days or more than one hundred and twenty days (120) prior to the anniversary date of this Agreement.
- 32.03 If notice has been given by either party, this Agreement shall remain in full force and effect during any period of negotiations, even though such may extend beyond the said expiry date, until the signing of a new Collective Agreement.
- 32.04 The Employer agrees not to use replacement workers in the event of a strike or lockout.

ARTICLE 33 – TRADE UNION/POLITICAL ACTIVITIES

- 33.01 The Employer shall encourage all Employees to participate in rallies, demonstrations, support pickets, trade union, and political activities organized by any affiliate of, or supported by the Canadian Labour Congress, the Alberta Federation of Labour, the District Labour Councils and our coalition partners.

ARTICLE 34 – SELF-IMPROVEMENT

- 34.01 The Employer will reimburse Employees for receipted expenses up to a maximum of **Seven Hundred and Fifty (\$750.00)** dollars annually for fitness, health, and/or well-being facility memberships (including passes or fees associated with classes, playing sports, etc.), hobbies, recreation and/or leisure activities, self-improvement, weight loss and/or nutrition programs, personal trainers, smoking cessation, and/or personal fitness/sport equipment. Expenses that could be covered under the medical, dental or health spending account should be claimed under said plans first.

ARTICLE 35 – LABOUR/MANAGEMENT COMMITTEE

35.01 A labour/management committee shall meet at least twice per year and as needed.

35.02 The committee will be co-chaired by the Union Steward or designate and Secretary Treasurer or designate.

35.03 The purpose of the committee is to allow for an exchange of ideas and information on, but not limited to the following:

- a) Office operation arising from action of other parties outside the collective agreement;
- b) matter related to the design, ergonomics and functionality of the office environment;
- c) opportunities for a move to a defined benefits pension plan; and
- d) Mental health issues known to be a major cause of disability and other problems in the workplace.

APPENDIX “A”

APPENDIX “A” – SALARY RATES

Wage increases

- 6% Effective 2025
- 3% Effective 2026

Office Assistant

April 1, 2024 to March 31, 2025	Hourly	Bi-Weekly
1st 6 months	28.82	2,017.40
2nd 6 months	29.61	2,072.70
After 12 months	30.41	2,128.70
April 1, 2025 to March 31, 2026	Hourly	Bi-Weekly
1st 6 months	29.68	2,077.60
2nd 6 months	30.50	2,135.00
After 12 months	31.32	2,192.40

Office Administrator

April 1, 2024 to March 31, 2025	Hourly	Bi-Weekly
1st 6 months	44.44	3,110.80
2nd 6 months	45.16	3,161.20
After 12 months	47.73	3,341.10
April 1, 2025 to March 31, 2026	Hourly	Bi-Weekly
1st 6 months	45.77	3,203.90
2nd 6 months	46.51	3,255.70
After 12 months	49.16	3,441.20

Financial Administrator

April 1, 2024 to March 31, 2025	Hourly	Bi-Weekly
1st 6 months	44.44	3,110.80
2nd 6 months	45.16	3,161.20
After 12 months	53.00	3,710.00
April 1, 2025 to March 31, 2026	Hourly	Bi-Weekly
1st 6 months	45.77	3,203.90
2nd 6 months	46.50	3,255.00
After 12 months	54.59	3,821.30

APPENDIX “B”

APPENDIX “B” – JOB DESCRIPTIONS

Alberta Federation of Labour Job Description

TITLE: OFFICE ASSISTANT

REPORTS TO: Secretary

Treasurer JOB PURPOSE:

This is routine work with a minimum assignment of complex duties. The work of Employees in this class include a wide variety of repetitive tasks where some exercise of judgment and decision-making based on simple established procedure is required. Assignment of tasks may involve the use of standard office equipment.

KEY RESPONSIBILITIES:

- Type routine, non-technical reports from rough drafts
- Operate office and mailroom equipment with specific instructions and according to established procedure
- Receive and direct visitors and callers to appropriate person
- Open and distribute incoming mail
- Other job-related duties as required.

KNOWLEDGE, SKILLS AND ABILITIES:

- Accurate, proficient typing
- Ability to understand instructions or on own complete assigned tasks
- Some knowledge of common office procedures and equipment
- Ability to be resourceful in meeting new problems
- Ability to maintain working relationships with the membership, public and other employees
- Ability to make decisions in conformance with policies and regulations.

EDUCATION AND EXPERIENCE:

Experience in an office environment. Completion of Grade 12 and typing courses, or an equivalent combination of experience and education.

Alberta Federation of Labour Job Description

TITLE: OFFICE ADMINISTRATOR

REPORTS TO: Secretary

Treasurer JOB PURPOSE:

This is a specialized office administration classification that requires a degree of independent judgment based on a wide knowledge of office techniques, procedures and a general knowledge of Alberta and Federal legislation.

Work is subject only to periodic review and the work involves significant elements of judgment. Employees must work with a high degree of independence and confidentiality in carrying out the tasks to their conclusion.

KEY RESPONSIBILITIES:

- Answers all telephone or in-person inquiries or refers to the appropriate person
- Opens, sorts and distributes all incoming mail
- Responsible for ordering paper and supplies necessary for the operation of office equipment, photocopiers and general office use
- Primarily responsible for photocopying requirements
- Responsible for computer backups, arranging for couriers and packaging materials for events, seminars, conferences and conventions
- Arranges meeting rooms, travel and accommodations
- Maintains electronic calendars as required
- Initiates correspondence relative to work performed as requested
- Types and formats correspondence, news releases, speeches, briefs, reports, and submissions and event material
- Types and formats notices, agendas, minutes of AFL Committees, acts as administrative support and maintains committee files
- Inputs and formats pamphlets, brochures, flyers and special publications as per direction (except when sent out to printers or designers)
- Proofs documents prepared for printing outside of AFL office
- Records and prepares minutes of the Executive Committee and Council meetings
- Records and prepares minutes of ad hoc meetings as directed
- Prepares, finalizes and collates documents for mailings, schools, conferences, conventions, etc.
- Event coordinator for convention, mid-term forum, conferences, seminars, educational, as directed

- Types, formats, collates and prints convention and event documents
- Works at AFL Convention in such capacities as outlined in job duties
- Establishes and maintains paper, electronic and archival filing system
- Establishes and maintains database and prepares reports and labels as required
- Updates AFL web site and other related web sites as directed
- Establishes and maintains fax board system and directories
- Writes procedures relevant to job duties as requested
- Organizes, sorts and maintains library and video documents
- Is cross-trained and temporarily covers other bargaining unit positions
- Other job-related duties as required.

KNOWLEDGE, SKILLS AND ABILITIES:

- High degree of competency in computer applications and operations
- Knowledge of accepted office practices and the ability to operate office equipment
- Considerable knowledge of the principles and practices of office management and procedure
- Ability to be resourceful in meeting new problems
- Ability to maintain working relationships with the membership, public and other employees
- Ability to make decisions in conformance with policies, procedures and regulations
- Ability to suggest changes to the day-to-day operation
- Sound knowledge of the labour movement
- Must be able to exercise tact and judgment.

EDUCATION AND EXPERIENCE:

Must have a High School diploma, supplemented by recognized post-secondary courses in business and/or administration, or possess an equivalent combination of education and experience.

Alberta Federation of Labour Job Description

TITLE: FINANCIAL ADMINISTRATOR

REPORTS TO: Secretary

Treasurer JOB PURPOSE:

This is specialized work involving the application of accounting principles to the maintenance of financial records. Work of this class involves the performance of sub-professional accounting duties requiring a working knowledge of professional accounting principles and practices in the maintenance of financial and budgetary records. Employees are allowed some independence in the application of accounting techniques; however, all work is performed with the framework of clearly established accounting systems, practices and procedures.

KEY RESPONSIBILITIES:

- Prepares and maintains accounts payable records
- Prepares and maintains accounts receivable records
- Prepares payroll documents
- Prepares monthly and annual financial documents
- Prepares draft budgets for Secretary Treasurer
- Coordinates financial and administrative functions for conferences, conventions and schools
- Records and prepares minutes of the Finance Committee
- Maintains record of budgetary controls
- Prepares journal entries
- Prepares year-end working papers for annual audit
- Liaises with Finance Committee and external auditors as required
- Design and order promotional items for schools, conventions, conferences, etc. as required
- Maintains inventory
- Orders general office supplies
- Financial correspondence and typing as required
- Required to work at AFL Conventions in such capacities as outlined in job duties
- Is cross-trained and temporarily covers other bargaining unit positions
- Other job-related duties as required.

KNOWLEDGE, SKILLS AND ABILITIES:

- Demonstrates knowledge of techniques and procedures associated with accepted accounting practices
- Ability to make decisions and communicate effectively with staff and membership regarding work in the accounting section
- Demonstrates knowledge of techniques and procedures associated with accepted accounting practices

-
- Ability to make decisions and communicate effectively with staff and membership regarding work in the accounting section
- Ability to analyze and maintain accurate general ledger accounts
- Ability to develop procedures for a more efficient operation
- Ability to write clean and concise reports regarding accounting and bookkeeping functions
- Must be able to exercise tact and judgment
- Ability to be resourceful in meeting new problems
- Ability to maintain working relationships with the membership, public and other employees
- Ability to make decisions in conformance with policies and regulations.

EDUCATION AND EXPERIENCE:

High school diploma or equivalent supplemented by recognized post-secondary computerized accounting courses and related experience or an equivalent combination of experience and education.

SIGNATURE PAGE

Signed on behalf of:

THE CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION (COPE), LOCAL 397

Jason Hicks
President

Trevor Morin
Union Rep

Gus Anastasakis
Treasurer

Beth Grieve
Bargaining Team Member

Date: _____

Signed on behalf of:

THE ALBERTA FEDERATION OF LABOUR

Gil McGowan, President
Alberta Federation of Labour

Cori Longo, Secretary Treasurer
Alberta Federation of Labour

Date: _____

Letter of Understanding

Between

The Alberta Federations of Labour (herein referred to as the

'Employer') And

The Canadian Office and Professional Employees Union Local 458 (herein referred to as the 'Union')

Re: Dental

While the maximums allowable in insured benefits remain limited to \$2,500 for Basic and Preventable and Major Restorative and Orthodontic, per the benefit book, the following clauses apply:

If in any particular year any Employee or covered dependent uses more than the allowable insured amounts in respect of Basic and Preventable and Major Restorative dental, the Employee may make a claim directly to the Employer for up to \$500 representing not more than 80% of the amount in excess of the insured coverage.

If an Employee or covered dependent uses more than the allowable lifetime insured amount in respect to Orthodontic treatment, the Employee may make a one-time claim directly to the Employer for up to \$1,500 representing not more than 50% of the amount in excess of the insured coverage. This amount is subject to receipts and confirmation from the insurance carrier of the amounts paid by them.

Signed this _____ day of _____, 2023

On behalf of the Canadian Office and Professional Employees Union Local 458

On behalf of the Alberta Federation of Labour

Mandy-Elise Mercer, President COPE 458



Gil McGowan, President
Alberta Federation of Labour



Maria Ramirez, Treasurer COPE 458



Karen Kuprys, Secretary Treasurer
Alberta Federation of Labour

Letter of Understanding

Between

Alberta Federation of Labour (herein referred to as the 'Employer)

And

**Canadian Office and Professional Employees Local 458 (herein referred to as the
'Union')**

The Employer and the Union agree to form a Hybrid Work Committee within 6 months of ratification in order to discuss and implement a hybrid work policy. No changes to the current arrangement shall be made until a new policy can be agreed upon.

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