

COPE 491

Bargaining Proposals

November 21, 2016

Without Prejudice

Errors or omissions excepted.

The Union reserves the right to amend or delete these proposals at any time. It is understood that only those matters mutually exchanged for negotiations will be subject to negotiation, unless mutually agreed to by both parties to this Collective Agreement.

ARTICLE 2 – UNION RECOGNITION

AMEND:

2.02 Temporary Employees

- (b) (i) Temporary employees hired for six (6) months or less are covered by the terms of the Collective Agreement with the exception of Articles 7, 8 **(notwithstanding 8.10)**, 13, 16, 19 and 20.

The seniority of temporary and permanent employees with less than six (6) months will be treated equally and will apply in job postings.

- (ii) Temporary employees hired for more than six (6) months are covered by the terms of the Collective Agreement with the exception of Article 7.

Moved from (g) ii and (g) iii

- (c) (i) In the event there is a break in service of thirty (30) calendar days or less, such time shall be considered as continuous service.
- (ii) In the event there is a break in service of more than thirty (30) calendar days, such time will not contribute to service, and the seniority date will be adjusted accordingly.

NEW:

- (d) **Temporary employees who have completed two (2) continuous years of service will immediately return to the benefit plan if they return within one (1) year of their last day of work.**

Renumber remainder of Article accordingly

AMEND:

- (~~g~~ i) (~~ii~~) The Employer shall forward a seniority list for bidding purposes only, for temporary employees ~~on active payroll on the date of issue~~, to the Union, in an electronic version in June and December of each year. The list shall identify the total number of calendar days of temporary service accumulated in the previous twenty-four (24) months or the total continuous service if greater than twenty-four (24) months.

~~(ii) In the event there is a break in service of 30 calendar days or less, such time shall be considered as continuous service.~~

~~(iii) In the event there is a break in service of more than 30 calendar days, such time will not contribute to service, and the seniority date will be adjusted accordingly.~~

Delete only if new c is agreed to

HOUSEKEEPING:

2.06 Retention of Rights and Privileges

Should the Employer merge, amalgamate or combine any of its departmental operations or functions with another organization, the Employer, through whatever merger Agreement might be involved, agrees that all benefits and conditions of employment held by all employees and ~~CSU, CSU National Office Component, CEU and~~ COPE Local 491 retirees shall be integrated and shall not be adversely affected.

ARTICLE 3 – LABOUR-MANAGEMENT RELATIONS

DISCUSSION:

3.05 Correspondence

- (a) All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the National Officers or their designates and the president of the Union with copies to be forwarded to the Table Officers of COPE 491.
- (b) The Employer will forward to the President, with copies to the Table Officers of COPE 491, the name and address of all newly hired employees at the time of commencement of employment with the Employer. The Employer further agrees to inform the Union in form of letter of the name of any employee leaving the employ and informing them of the reason for the severance of employment when same occurs. The foregoing information shall be provided electronically.
- (c) Any correspondence between CUPE and any member of the bargaining unit arising out of this Agreement or incidental thereto shall be copied to the Table Officers of COPE 491. This correspondence may be electronic where applicable.

ARTICLE 5- UNION SECURITY

DISCUSSION:

5.02 – New Employees

(a) Potential Employees

During the interview process, the employer will advise potential employees that a union collective agreement is in effect and will inform them of the conditions of employment set out in the articles dealing with Union Security and Dues.

(b) New Employees

On commencing employment in a position within the bargaining unit, the employee's immediate supervisor or other representative of the employer will provide the new employee with the name and contact information of their COPE 491 Regional Vice President (RVP) or Representative, as designated by the Union.

The representative designated by the Union Regional Vice President will be given an opportunity to meet privately in person or via conference call with each new employee during the first month of employment to acquaint them with the structure, benefits, and duties of union membership. A maximum of sixty (60) minutes will be allowed for this purpose within the regular working hours and without loss of pay for either employee. It is understood that no additional lost time or any travel costs will be borne by CUPE.

(c) Notification of New Hires

The Union shall be notified in writing within ten (10) working days of the hiring of any new employee, temporary or permanent, with copies of the correspondence to the Union.

(d) Regular Staff Meetings

The Union will be provided an opportunity to make union announcements at the conclusion of any meeting convened by the Employer provided that the Union's representative is already in approved attendance at the meeting.

ARTICLE 8 – STAFF CHANGES AND PROMOTIONS

AMEND:

8.09 Job Postings

- (e) When the Employer can reasonably expect a newly created temporary position within this bargaining unit to last longer than **six (6)** ~~twelve (12)~~ months, the Employer will temporarily fill the vacancy through the posting procedure. Temporary vacancies which the Employer can reasonably expect to last longer than **six (6)** ~~twelve (12)~~ months due to sick leave or other authorized leave of absence, will also be filled temporarily through the posting procedure.

In the event the said vacancy is temporarily filled by an existing employee **for longer than twelve (12) months** through the posting procedure, the Employer is not responsible for said employee's moving costs and is responsible for their accommodation costs only to the following extent:

In the event the said vacancy is temporarily filled by an existing employee through the posting procedure, the Employer is not responsible for said employee's moving costs and is responsible for their accommodation costs only to the following extent:

- (i) For the first thirty (30) days, payment of 100% of hotel room, single occupancy, plus payment of the in-town meal allowance.
- (ii) For the next thirty (30) days, payment of 50% of hotel room, single occupancy, plus payment of the in-town meal allowance.
- (iii) For the next thirty (30) days, a living-out allowance of \$100.00 per week will be reimbursed to the employee, plus payment of the in-town meal allowance.
- (iv) In the event that the employee decides to take up temporary accommodation other than a hotel room within the first sixty (60) days (i.e. an apartment or a commercial rooming arrangement), the employee will be reimbursed a proportionate amount of rent or lodging costs for the remainder of those sixty (60) days. For example, if an employee moves into an apartment at the forty-five (45)-day mark, 50% of one-half of the first month's rent or lodging costs will be reimbursed.

and the subsequent temporary vacancy thus created will not be subject to the posting procedure.

In cases where a temporary vacancy is being filled through the posting procedure, the Employer may nevertheless fill it without recourse to the procedure while the procedure is being carried out.

ARTICLE 8 – STAFF CHANGES AND PROMOTIONS

AMEND:

8.12 Moving Expenses

Any employee moved at the request of the Employer, ~~as the result of a promotion,~~
or as a result of a posting or under the terms of Article 7.05, shall be paid full moving expenses by the Employer.

The present moving expenses policy shall become and form part of this Agreement.

MOVE in Appendix "I".

~~APPENDIX "I" – LETTER OF UNDERSTANDING – MOVING POLICY (Re: Article 8.12 – Re: Moving Expenses)~~

1. Procedure

Where the Canadian Union of Public Employees assumes the cost of moving household effects or any portion thereof, the necessary arrangements will be made from the office of the National Secretary-Treasurer to have a moving company contact the employee with a view to preparing an estimate of the cost and establishing the date of the move.

2. New Employees

- (a) New employees coming from within the Canadian Union of Public Employees engaged to perform duties in an area other than their immediate home area, shall be allowed 100% of basic moving cost once such employees have successfully completed their probationary period.**
- (b) New employees engaged from outside the Canadian Union of Public Employees to perform duties in an area other than their immediate home area, shall be allowed 50% of basic moving cost once such employees have successfully completed their probationary period.**

3. Voluntary Transfer

- (a) When a permanent employee applies for and is granted a voluntary transfer to assume duties in another area, the Employer shall assume 100% of the basic moving cost of his/her household effects.**
- (b) An employee transferring laterally within 2 years of an appointment shall be responsible for all his/her moving expenses. The Employer may waive this section when it is to the Employer's advantage to do so.**
- (c) Receipted incidental expenses to a maximum of \$450.00 shall be reimbursed for each voluntary lateral transfer. This is to cover such incidentals as replacement of drapes, curtains, rugs, or such equipment that cannot be moved at the time of the transfer. Such receipted expenses to be claimed directly to the office of the National Secretary-Treasurer.**

4. Compulsory Transfer

When an employee is required to move to another location on a compulsory basis because of the requirements of the operations, he/she shall be entitled to full payment of the cost of moving his/her household effects. In addition, he/she shall receive up to the sum of \$600.00 to cover other receipted costs arising as a result of moving. Such receipted expenses to be claimed directly to the office of the National Secretary-Treasurer.

5. Promotion

An employee promoted to a higher position requiring that he/she move to another location, shall have the full cost of moving his/her household effects paid, and shall also receive up to the sum of \$600.00 to cover other receipted costs arising as a result of moving. Such receipted expenses to be claimed directly to the office of the National Secretary-Treasurer.

6. Moving during Probationary Period

If an employee moves his/her household effects before completion of the probationary period, and in the event he/she does not pass probation, the responsibility for moving his/her household effects back to his/her home base, or elsewhere, as well as the initial move under item 2, shall be that of the employee.

7. Financial Loss when Selling a Home

When an employee, on a compulsory transfer only, is involved in financial loss when selling a home, he/she should present proof of this loss to the Employer and the matter of compensation will be considered by the National Executive Board.

8. Acquiring a New Home

In an effort to assist an employee on a transfer to acquire new accommodation, the Employer will pay for one trip to the new location for both the employee and his/her spouse for house-hunting purposes.

The Canadian Union of Public Employees will reimburse the employee involved, in such transfer, hotel accommodation, normal per diem, and meals for the spouse when properly receipted, for a maximum period of five (5) days.

9. Living-Out Allowance/Expenses

In order to assist an employee who voluntarily transfers (or is promoted) with out-of-the-ordinary accommodation and meal expenses in the new location for an initial period of time, the following living-out allowance and expense policy will apply:

- (a) For the first thirty (30) days, payment of 100% of hotel room, single occupancy.**

- (b) For the next thirty (30) days, payment of 50% of hotel room, single occupancy.
- (c) For the next thirty (30) days, a living-out allowance of one hundred dollars (\$100.00) per week will be reimbursed to the employee.
- (d) In the event that the employee decides to take up temporary accommodation other than a hotel room within the first 60 days (i.e. an apartment or a commercial rooming arrangement), the employee will be reimbursed a proportionate amount of rent or lodging costs for the remainder of those 60 days. For example, if an employee moves into an apartment at the 45-day mark, 50% of one-half of the first month's rent or lodging costs will be reimbursed.
- (e) This accommodation allowance shall be terminated when the household effects have been moved to the new area, but in no event shall it be applicable in excess of the periods described herein.
- (f) In addition to the payment of the hotel room referred to in sub-section (a) of this article, the employee shall be entitled to payment of the out-of-town per diem.
- (g) In addition to the payment of the hotel room referred to in sub-section (b) of this article, the employee shall be entitled to payment of the in-town per diem and an additional twenty dollars (\$20.00).
- (h) In addition to the living-out allowance referred to in sub-sections (c) and (d) of this article, the normal application of "Article 21 - miscellaneous expenses" shall apply.

For clarification purposes, no employee shall receive more than one (1) per diem per twenty-four (24) hour period.

So as to provide an employee an opportunity to locate permanent accommodation, there shall be an extension of one (1) day for each day spent out of town (where hotel accommodation was required or where the employee spent the night with a friend or relative). A hotel receipt and/or proper explanation must accompany the employee's statement of expenses.

10. Compulsory Transfer

In order to assist an employee who is involved in a compulsory transfer with out-of-the-ordinary accommodation and meal expenses in the new location for an initial period of time, the following living-out allowance and expense policy will apply:

- (a) For the first thirty (30) days, payment of 100% of hotel room, single occupancy.
- (b) For the next thirty (30) days, payment of 50% of hotel room, single occupancy.
- (c) For the next thirty (30) days, a living-out allowance of one hundred dollars (\$100.00) per week will be reimbursed to the employee.
- (d) In the event that permanent accommodation has not been obtained within the period specified in a), b), or c) namely ninety (90) days, a living-out allowance of \$75.00 per week will then go into effect. This allowance shall be terminated when the household effects have been moved to the new

area, but in no event shall it be payable for a period exceeding three (3) months.

- (e) In the event that the employee decides to take up temporary accommodation other than a hotel room within the first 60 days (i.e. an apartment or a commercial rooming arrangement), the employee will be reimbursed a proportionate amount of rent or lodging costs for the remainder of those 60 days. For example, if an employee moves into an apartment at the 45-day mark, 50% of one-half of the first month's rent or lodging costs will be reimbursed.
- (f) This accommodation allowance shall be terminated when the household effects have been moved to the new area, but in no event shall it be applicable in excess of the periods described herein.
- (g) In addition to the payment of the hotel room referred to in sub-section (a) of this article, the employee shall be entitled to payment of the out-of-town per diem.
- (h) In addition to the payment of the hotel room referred to in sub-section (b) of this article, the employee shall be entitled to payment of the in-town per diem and an additional twenty dollars (\$20.00).
- (i) In addition to the living-out allowance referred to in sub-sections (c) and (d) of this article, the normal application of "Article 21 - miscellaneous expenses" shall apply.

For clarification purposes, no employee shall receive more than one (1) per diem per twenty-four (24) hour period.

So as to provide an employee an opportunity to locate permanent accommodation, there shall be an extension of one (1) day for each day spent out of town (where hotel accommodation was required or where the employee spent the night with a friend or relative). A hotel receipt and/or proper explanation must accompany the employee's statement of expenses.

11. Basic Moving Cost

Basic moving costs shall mean the actual cost of moving household effects, including the cost involved in the packing and unpacking of such effects as glassware, plateware (china), lamps and lampshades, small kitchen appliances, stove, refrigerator, deep freeze, washer, dryer, glass table tops, mirrors, paintings and pictures, drapes, assorted breakable ornaments and knickknacks, beds, dressers, tables, preserves.

The Employer shall not be responsible for the cost incurred in packing and unpacking effects such as the following: blankets, sheets, towels, pillows and cushions, children's toys and games, miscellaneous linens, folded clothing, books, kitchen cupboard stock, i.e. canned goods, cereal, flour, etc., footwear, garden tools, automobile tools, etc.

The Employer will provide payment of the cost involved for proper insurance coverage for the goods being transferred.

The employee shall also be responsible for the cost of moving such items as "family" car(s), boat(s), trailer(s), frozen food(s), etc.

ARTICLE 11 – WAGES AND ALLOWANCES

AMEND:

- 11.05 a) An employee, if required to work overtime two (2) hours or more before or after scheduled hours, shall be given a meal allowance of ~~\$17.00 \$6.00~~ and ~~up to \$10.00 for~~ **reimbursement** for transportation with a receipt. If an employee is required to work after midnight they shall be given an additional meal allowance of ~~\$17.00 \$6.00~~
- b) An employee, if required to work overtime for (4) hours or more on a Saturday, Sunday or statutory holidays, shall be given a meal allowance of ~~\$17.00 \$6.00~~ and **reimbursement for transportation with a receipt.**

ARTICLE 13 – VACATIONS

DISCUSS AND CLARIFY:

13.07 Vacation Requests

Employees shall request vacation in blocks of five (5) or more consecutive days, or in the case of a paid holiday falling in the week requested, four (4) or more consecutive days. Requests for vacation of less than five (5) or four (4) days as the case may be, will be considered up to a maximum of ten (10) of such days in a year, provided adequate notice has been given and the work requirements are such that it is practicable to do so.

ARTICLE 13 – VACATIONS

DISCUSS AND CLARIFY:

13.10 Preference in Vacations

Every effort will be made, subject to the requirements of the operation, to allow employees to take earned vacation at a time of their choice. Seniority shall be the deciding factor for employees wishing to take earned vacation providing the leave form is submitted before March 1st of each year for vacation leave between the following May 1st and October 31st, and providing the leave form is submitted before September 1st for vacation leave between the following November 1st and April 30th.

In applying seniority as the deciding factor for timely requests, the following principles will be in effect:

- a) If a conflict arises in relation to requests for the same blocks of time, seniority will be determinative;
- b) If a conflict arises in relation to requests for single days or less than five (5), or four (4) days, as the case may be, and a block overlapping the same time, seniority will be determinative only to a maximum of five (5) days in total per year after which seniority will not be the determining factor.

ARTICLE 15 – SICK AND COMPASSIONATE LEAVE

DISCUSSION:

Accrued sick leave after age 65 and access to Long Term Disability.

ARTICLE 16 - LEAVES OF ABSENCE

16.08 Compassionate Care Family Leave

- (a) Where an employee demonstrates eligibility equal to the requirements of EI compassionate care benefits, the employee shall be granted up to eight (8) weeks of compassionate care family leave.

NEW:

- (b) **Employees who have completed nine (9) months service prior to commencement of leave as described in 16.05(a), (b) or (c) shall be entitled to Employment Insurance (E.I.) SUB payments. During the EI two (2)-week waiting period the Employer shall pay 95% of the employee's normal basic salary. During the following six (6) weeks the employer shall supplemental the weekly EI payments up to 95% of the employee's basic salary.**
- (c) **it is understood between the parties that payment of the SUB is governed by the Employment Insurance Act which, under CUPE's approved plan, requires that:**
 - (i) **The combined weekly level of E.I. benefits and SUB payments and other earnings not exceed 95% of the employee's normal weekly earnings during the actual employment insurance period;**
 - (ii) **Employees disentitled or disqualified from receiving employment insurance benefits be ineligible for SUB payments under this Article except if serving the E.I. waiting period;**

- (iii) **The right to SUB payments be solely for supplementation of employment insurance benefits during the government-approved payment period.**
- (iv) **In order to receive SUB payments, employees must make application for and be in receipt of employment insurance benefits and provide such proof of eligibility to the Employer;**
- (v) **Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration of severance pay benefits are not reduced or increased by payments received under this plan.**

- (d) **Employees who receive E.I. benefits may be required by Revenue Canada to reimburse to Revenue Canada a portion of said benefit if taxable salary for the year is above a certain level. In such cases, the Employer will pay to the employee (upon submission of appropriate verification) said amount reimbursed to Revenue Canada.**

ARTICLE 19 – EMPLOYEE BENEFITS

AMEND:

19.04 The Pension Plan shall be administered by a Joint Board of Trustees in accordance with the Trust Agreement jointly developed by CSU National Office Component, CSU and COPE Local 491.

(...)

The parties reaffirmed that ~~mandatory~~ **normal** retirement age is sixty (65), i.e. the same as the normal retirement age.

AMEND:

19.06 Long-Term Disability Plan

- (a) All members of the Union shall receive the benefits of the Long-Term Disability Plan in effect for members of the Canadian Staff Union and the Canadian Staff Union National Office Component. Full premiums shall be paid by the Employer.
- (b) In cases where a claim for long term disability benefits has not been approved within the initial sixty (60) day period and there continues to be an active claim, employees who apply for, and receive Employment Insurance (E.I.) sick benefits shall be entitled to E.I. SUB payments. During the E.I. two-week waiting period the Employer shall pay ~~82.2%~~ **84.7%** of the employee's normal basic salary. During the following fifteen

(15) weeks the Employer shall supplement the weekly E.I. payments up to ~~82.2%~~
84.7% of the employee's basic salary.

- (c) The parties agree that in the event the appealed decision of the carrier is grieved, the arbitrator has jurisdiction to resolve the matter and determine an employee's eligibility for LTD benefits. CUPE agrees to implement the arbitrator's award.

DISCUSSION:

Accrued sick leave after age 65 and access to Long Term Disability.

ARTICLE 24 – GENERAL

AMEND:

24.05 ~~Affirmative Action~~ Employment Equity

A Joint Employment Equity Committee, consisting of two (2) members appointed by COPE 491, two (2) members appointed by the CSU, two (2) members appointed by the CSU National Office Component, two (2) members appointed by Unifor, and six (6) members appointed by the Employer will be established upon ratification of the collective agreement and will meet regularly in order to complete a set of recommendations to deal with recruitment, hiring, training and promotion of the target groups, i.e. women, **new Canadians**, workers of Colour, Aboriginal workers, workers with disabilities, gays, lesbians, bisexual and transgendered workers, which will be forwarded to the CUPE National Officers and to each of the Union Executives for consideration.

The employer will assume all costs related to the functioning of the Committee, and agree to provide information necessary to the committee in order for it to fulfill its mandate.

NEW:

The Employer and the Union, for the purpose of adopting an Employment Equity Plan, agree to undertake:

- 1. Under the leadership of a joint Union/Management Employment Equity Committee:**
 - (a) to analyze the employment policies and practices of the Employer, including the collective agreement, with the objective of identifying the possible discriminatory impact of policies and practices on a gender basis and on equity seeking groups;**

- (b) **to develop and monitor the implementation of an Employment Equity Plan designed to remove possible discriminatory effects of the Employer's employment policies and practices, and to develop numerical goals and timetables for recruitment, hiring, promotion and training of target group members for the bargaining unit;**
 - (c) **that the Employment Equity Plan shall deal with, but not limited to, recruiting, hiring, promotion and transfer policies, training and educational advancement, classifications schemes, salary rates and working conditions.**
2. **The Committee will meet regularly until the plan is completed. There will be a minimum of two (2) meetings per calendar year.**
 3. **The Employer agrees to furnish the Committee with information necessary to the committee to allow it to facilitate the implementation of the Employment Equity Plan, and financial resources necessary to develop the Plan.**
 4. **The joint Union/Management Employment Equity Committee will complete the development of the Plan within one (1) year of its establishment, subject to mutual agreement.**
 5. **The Employer agrees it will not agree to any employment equity matter with another Union which may conflict with any provision of this Collective Agreement.**

ARTICLE 25 – STAFF DEVELOPMENT AND WORKLOAD COMPLAINT COMMITTEES

AMEND:

25.01 Staff Development

The parties recognize that workload (including staff training, education, equipment and skill development needs), technology (equipment and software), and staff development issues will be addressed on an ongoing basis.

Employees shall be afforded a minimum of three (3) professional development days per year, which will include regional staff development days if attended, and these shall be considered as regular work days.

The parties agree that staff development will be a standing agenda item at all meetings of the Labour Management Committee during the term of this agreement.

APPENDIX "A" – Salary Schedule

RECLASSIFICATIONS:

1. Reclassify the following classifications to the classification of Secretary:

Statistical Clerk
Clerk Typists

2. Move the following classifications to the wage rate of Secretary:

Receptionist Clerk-Typists
Receptionist
Machine Operator
Maintenance/Stockroom Clerk

3. Reclassify the classification of Part-Time Clerk Typist to the classification of Part-Time Secretary.

APPENDIX "F" - CUPE NATIONAL CONVENTION

AMEND:

It was agreed that certain individuals from National Office are required to attend the National Convention and that staff from the location of the Convention will be utilized. The Employer will consider rotating opportunities where practicable so that people with the required skills can attend.

At each National Convention, two (2) members who have never had the opportunity to work at convention, one (1) from the National Office and one (1) from the regional/area office where the convention is being held, will be assigned to the Convention Office team. In this regard, a lack of working knowledge of the second official language shall not bar an otherwise qualified employee.

Employees interested in being assigned to the convention office team will notify the employer in writing by January 31st of the Convention Year. The Employer shall assign the most senior Employee on a rotation basis.

APPENDIX "G" – LETTER OF UNDERSTANDING – HARASSMENT POLICY

AMEND and MOVE into Article 23.02

1. CUPE and COPE Local 491 agree that the purpose of this letter of Understanding is to establish an expedited dispute resolution process for complaints made pursuant to Article 23.02 of the Collective Agreement. For the duration of the Letter of Understanding, this process is in lieu of the grievance procedure in Article 4.
2. An employee who believes they have been the subject of harassment within the meaning of Article 23.02 has the choice to first endeavour to resolve the matter informally, with or without the assistance of COPE Local 491 as the employee may wish, or formally lodge a complaint through COPE Local 491. If the matter is not resolved within ten (10) working days of being raised, COPE Local 491 shall inform the Managing Director of Human Resources prior to taking further action. The notice to the Managing Director of Human Resources shall include a description of the particulars and circumstances giving rise to the complaint. If the matter remains unresolved to the employee's satisfaction after the passage of fifteen (15) working days from the notice forwarded to the Managing Director of Human Resources, COPE Local 491 may make a complaint under paragraph #3 below.
3. A complaint under Article 23.02 shall be referred to expedited arbitration. A copy of the complaint will be given to the respondent person(s) and the CUPE Managing Director of Human Resources. The complaint shall describe the particulars and circumstances giving rise thereto, and the remedy sought.

4. Within fifteen (15) days of the receipt of the complaint, the matter shall be referred to expedited arbitration. Every effort shall be made to conclude the hearing within thirty (30) days, including, where necessary, the publication of an award.
5. The expedited arbitrator may, at his or her discretion, seek to mediate a resolution of the matter.
6. An award by the expedited arbitrator shall be final and binding. In making the binding award, the expedited arbitrator shall not amend or modify the Collective Agreement. However, in addition to the binding award, the expedited arbitrator may make non-binding recommendations which they consider appropriate in the circumstances.
- ~~7. The roster of expedited arbitrators shall be as in Appendix "J" of the Collective Agreement.~~
- ~~7.~~ 7. Time limits may be extended by agreement between CUPE and COPE Local 491.
- ~~8.~~ 8. Fees and expenses of the expedited arbitration shall be shared equally by CUPE and COPE Local 491.

APPENDIX "H" – VIOLENCE IN THE WORKPLACE

MOVE into Article 23.03

It is recognized that every employee has a right to a workplace that is safe and free from violence.

The parties agree that a Joint Ad Hoc Committee composed of two (2) representatives from CSU National Office Component, two (2) representatives from COPE Local 491, two (2) representatives from CSU and three (3) representatives from CUPE shall convene a meeting, within two (2) months of the ratification of the collective agreement, to begin work on developing a policy and procedures for dealing with Violence in the Workplace, for approval by the National Officers.

The parties further agree that implementation of the policy and procedures should be a primary responsibility of Regional/Local Joint Health & Safety Committees and that reports from these committees should form part of the standing agenda of National Labour Management meetings. This shall include results of risk assessments on violence in the workplace, which should be conducted on an annual basis, except where specific events require other risk assessments, which information should also be forwarded to all other Regional Health & Safety Committees within CUPE across the country.

The parties further agree that subsequent to the Joint Ad Hoc Committees' completion of its mandate, there be an annual joint meeting, at the National level, to review and assess events/incidents, which may have occurred and the need for possible changes to the policy and/or procedures.

APPENDIX “J” – FIRST DAY OUT-OF-TOWN INCIDENTAL EXPENSES GUIDELINE

MOVE into Article 11.07 (a) ii)

The following is recommended as a guideline to be used when submitting first day out-of-town unreceipted expense claims.

1. Where a breakfast meal would normally be taken and it is not otherwise provided at the event attended: \$20.00.
2. Where a lunch meal would normally be taken and it is not otherwise provided at the event attended: \$28.00.
3. Where a supper meal would normally be taken and it is not otherwise provided at the event attended: \$38.00

APPENDIX “W” – Temporary Employees

MOVE into Article 2.02

A long-term temporary employee with more than 24 months/2 years continuous employment will be retained over short term temporary employees in the same or lower classification who work at the same location, providing they can adequately perform the job.

DISCUSSION ITEMS:

1. The Union wishes to discuss the Pension Plan;
2. The Union wishes to discuss Dental Coverage for Alberta Employees;
3. The Union requests a fair and equitable wage increase for all employees.