

# FIRST COLLECTIVE AGREEMENT

Between

**BIKE EDMONTON SOCIETY**

(hereinafter called “the Board”)



and the

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1099**

(hereinafter called “the Union”)



Date of ratification: December 8, 2025

Effective: December 8, 2025 through November 30, 2026

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## ARTICLE 1 – GUIDING PRINCIPLES AND PURPOSE

### 1.01 Guiding Principles and Purpose

Bike Edmonton is an organization that thrives with the respectful cooperation of workers, Board and volunteers. All Parties are constructive in their contributions and feedback, always aware that their ideas will be shaped by many minds of various experiences.

We seek to promote a democratic working environment where every Board member, worker, volunteer, and when needed, Union Representative, is an integral part of the operations of Bike Edmonton. Democracy is meaningful participation in project, idea, and process development to promote a thriving bike community.

The Parties acknowledge the importance of recognizing and utilizing the shared knowledge, experience and skills of all who work to make Bike Edmonton successful in its objectives.

Recognizing the limitations and constraints placed on the organization by the *Societies Act* and the *Labour Relations Code*, and imagining a more democratic workplace within these constraints, the Parties are committed to consensus decision-making in both large and small decisions that impact working conditions and operations. Accountability goes both ways as we work to create a permissive, rather than a prohibitive, labour/management relationship.

Both the Board and the Union agree that it is in the best interest of both Parties to cooperate fully, individually, and collectively with one another and thereby agree to abide by the terms set out in this Agreement.

The Parties to this Agreement share a desire to improve the quality and scope of services provided by, and the sustainability of, the Society. Accordingly, they are determined to establish, within the framework provided by the law, an effective working relationship at all levels in which members of the Bargaining Unit are employed.

### 1.02 Purpose

- (a) To maintain and improve the harmonious relations and settled conditions of employment.
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, and services.
- (c) To encourage efficiency in operation.

- (d) To promote the morale, well-being and security of all workers in the Bargaining Unit.
  - (e) Both Parties agree to act in a fair and reasonable manner.
- 1.03 Where this Agreement is silent, the Guiding Principles will bind the Parties' decision-making.

## **ARTICLE 2 – LAND ACKNOWLEDGEMENT**

### **2.01 Land Acknowledgement**

Bike Edmonton Society and the Canadian Union of Public Employees Local 1099 recognize that we are located on Treaty 6 territory, a traditional gathering place for diverse Indigenous peoples including the Nēhiyawak, Niitsítapi, Métis, Nakota Sioux, Haudenosaunee, Dene, Ojibway / Saulteaux / Anishinaabe, Inuit, and many others whose histories, languages, and cultures continue to influence our vibrant community.

We acknowledge that we are all treaty people, and we are committed to equity and justice for all our relations.

## **ARTICLE 3 – TERM**

### **3.01 Term of Collective Agreement**

This Collective Agreement will be binding and remain in effect from December 8, 2025, through to November 30, 2026, and will continue from year to year thereafter, except as otherwise provided in this Article.

3.02 Either Party wishing to amend this Agreement will give notice in writing to the other Party not less than sixty (60) days and not more than one hundred and twenty (120) days before the expiry of this Agreement.

3.03 If notice to amend this Agreement has been given by either Party in accordance with Clause 3.02 above, this Agreement will continue in full force and effect during the period of negotiations and will only cease when a new Agreement is ratified by both Parties, or a strike or lockout commences following the *Alberta Labour Relations Code*.

### **3.04 Changes in Agreement**

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

## **ARTICLE 4 – DEFINITIONS**

- 4.01 The “Employer” or “Board” is the Bike Edmonton Society.
- 4.02 The “Union” is the Canadian Union of Public Employees (CUPE), Local 1099.
- 4.03 “Union Representative” means a representative designated by CUPE Local 1099 and may include “shop stewards”, elected Executive members, or a CUPE National Representative.
- 4.04 “Regular rate of pay” will mean the applicable rate for a worker as set out in Schedule A, exclusive of premium payments, differentials, or allowances provided for in this Agreement.
- 4.05 “Regular work hours” will mean the average of the last two pay periods prior to the requirement for the calculation.
- 4.06 “Fiscal Year” will mean from September 1 to August 31 of each year.
- 4.07 “Calendar Year” will mean from January 1 to December 31 of each year.
- 4.08 “Day” will mean calendar day unless otherwise described in a specific Article.
- 4.09 “Workers” mean paid employees of the Bike Edmonton Society.
- 4.10 “Volunteers” mean people who are unpaid and who do the same or similar work as paid workers of the Bike Edmonton Society, as outlined in Article 5.
- 4.11 The “Shop” will mean the location of Bike Edmonton’s Community Workshop located at 10612 105 Ave, in Edmonton, Alberta. The “Shop” may also include other locations as opened by the Board.

## **ARTICLE 5 – VOLUNTEERS**

- 5.01 The Parties recognize the mutual value of volunteers and their right to be treated with respect and dignity.
- 5.02 The Bike Edmonton Society requires, and always will require, the work of volunteers, and that volunteers do some of the same or similar work as workers. The intention is not to have volunteers replace workers, but there may be financial realities that require the increased use of volunteers.
- 5.03 Volunteers will not generally do any work that would result in the loss of wages for any current worker, unless the Union, workers, and the Board agree and deem it necessary.

## **ARTICLE 6 – UNION RECOGNITION, SECURITY AND REPRESENTATION**

### **6.01 Bargaining Unit**

The Board recognizes the Canadian Union of Public Employees, and its Local 1099 as the sole Bargaining Agent for all workers as set out in Certificate Number 2010-2022 issued by the Alberta Labour Relations Board.

6.02 The Board hereby consents and agrees to negotiate with the Union or any of its authorized committees concerning all matters arising from this Collective Agreement.

### **6.03 Union Membership**

All workers covered by this Collective Agreement will become and remain members in good standing according to the Constitution and Bylaws of the Union.

### **6.04 Union Dues Deduction and Remittance**

(a) The Board will deduct dues, initiation fees, and assessments as set by the Union from each pay of all workers covered by this Collective Agreement. These deductions will be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees thirty (30) days after the deductions have been made.

(b) Along with the deductions, the Board will provide:

- (i) A completed Union dues remittance form, supplied by the Union, and,
- (ii) An electronic spreadsheet indicating the pay period covered by the deduction and the following information for all workers from whose wages the deductions have been made:
  - Name
  - Home mailing address
  - Home telephone number (and other available personal telephone numbers, such as cellular numbers)
  - Personal e-mail, if available
  - Employment status (such as full-time, part-time) and hours regularly assigned (FTE) for part-time
  - Classification/job title

- Work location
- Regular earnings
- If the worker is on a leave of absence, the nature of the leave
- Total amount of dues deducted

(iii) The Board will also send a copy of the Union dues remittance form and spreadsheet to the Local Secretary-Treasurer.

(c) T-4 Slip

The Board will report the yearly dues paid by each worker on the workers' T-4 slip or any other legal reporting requirement that replaces the requirement to report dues remitted on a T-4 slip in the future.

(d) Change In the Amount of Dues

The Union will advise the Board in writing of any change in the amount of dues to be deducted from workers. This notice will be communicated to the Board at least thirty (30) days before the effective date of the change.

6.05 Bargaining Committee

- (a) A Bargaining Committee will be appointed or elected by the Union and will consist of two (2) Bargaining Unit members and a spokesperson appointed by the Union.
- (b) The number of members may be increased or decreased by mutual agreement between the Board and the Union.
- (c) The Parties will advise the other Party of their nominees to the Bargaining Committee in writing.
- (d) All time spent attending meetings of the Bargaining Committee, up to and including mediation, will be considered as time worked and will be paid at the regular rate of pay, and committee members will suffer no loss of regular pay or benefits.

6.06 Bulletin Boards

The Board will provide a bulletin board at each work location for the Union to post notices. The bulletin board will be used solely for postings by the Union.

#### 6.07 Copies of the Collective Agreement

- (a) The Collective Agreement will be made readily available to all workers in digital format.
- (b) All new workers will be provided a digital copy of the Collective Agreement, ideally when presented with a letter of offer for Employment, but in any case, within the first five (5) days of employment.

#### 6.08 Union Notification

- (a) The Union will be notified of all appointments, hirings, layoffs, recalls, and terminations of employment.
- (b) Notices of appointments will also be posted. The Union will be supplied with a copy of each posting.

#### 6.09 Right of Consultation and Representation

- (a) Workers will be permitted to confidentially consult or advise any Board member with concerns of relevance to the Society.
- (b) Workers will have the right at any time to have the assistance of a Representative of CUPE when meeting with Board members.
- (c) There will be no retaliation for any reports made.
- (d) The Board and workers will develop a Whistleblower Policy, which will include a mechanism to escalate issues relating to serious misconduct or violation of policy to the Board's President or Vice President. The Policy will include a procedure to contact the President of the Board or designate.

### **ARTICLE 7 – MANAGERIAL RIGHTS AND RESPONSIBILITIES**

7.01 The Board reserves the right to maintain order and efficiency, and to hire, promote, classify, layoff, manage or support worker performance and discharge workers in the Bargaining Unit for just cause, where mutual or consensus agreement cannot be achieved through the Labour Management Consultation Committee.

7.02 The Board will preserve institutional knowledge related to the operation of the Collective Agreement and bargaining to ensure continuity.

- 7.03 Recognizing that Board members are also volunteers essential to the organization, and that healthy volunteers make for a healthy Society, the Board will endeavour to ensure adequate capacity among its members and that Board responsibilities, as far as possible, are equitably distributed.

## **ARTICLE 8 – DISCIPLINE AND PERSONNEL RECORDS**

### **8.01 Disciplinary Record**

The record of disciplinary action against a worker will be removed from the worker's personnel file and will not be used against them at any time after twelve (12) months following the date of the notice of investigation or the disciplinary action, whichever is earliest.

- 8.02 Non-disciplinary letters, (e.g., Letters of Expectation) will be removed from the worker's personnel file after twelve (12) months.

### **8.03 Access to Personnel File**

- (a) A worker, or a Union Representative with the written authority of a worker, will have the right, upon request to the Board's "HR Committee" or designated representative of the Board, to access a copy of and review their personnel file.
- (b) The worker and the Union Representative are entitled to receive a copy of the personnel file at no charge, if requested.
- (c) A worker will have the right to respond in writing to any document contained in their personnel file.
- (d) Written replies will become part of the worker's personnel record and will be removed at the same time as the discipline, if applicable, or at the request of the worker.
- (e) There will be no duplicate copies of personnel files.

## **ARTICLE 9 – NO HARASSMENT OR DISCRIMINATION**

- 9.01 (a) The Board and the Union agree that there will be no discrimination exercised or practiced with respect to any worker in the matter of hiring, assigning wage rate, training, upgrading, promoting, transfer, layoff, recall, discipline, classification, discharge or any other action by reason of age, race, creed, colour, ancestry, place of origin, ethnic origin, citizenship, gender identity, gender expression, sexual orientation, sex, marital status, family status, disability, as defined by the Alberta Human Rights Commission, as applicable, nor by reason of membership or non-membership or activity in the Union.
- (b) The Board, workers and the Union will work together to promote a working environment that is free from discrimination and harassment, in accordance with the Alberta Human Rights Commission.
- (c) The Board, workers and the Union agree to work collectively to identify and to remove all systemic barriers to employment.
- (d) There will be no personal harassment of any worker, volunteer or any person by other workers, volunteers, the Board or the Union.

Personal harassment is defined as improper conduct which is offensive to a person and which the perpetrator knows, or ought to reasonably know, would be inappropriate or objectionable.

- (e) The Board and Union will support the individual who has experienced discrimination or harassment and will provide intervention so that the incident is dealt with effectively and appropriately.

### **9.02 Violence in the Workplace**

The Board, workers and Union agree that all forms of violence, including physical, verbal, sexual, sex, gender, gender identity and transgender harassment, against workers, volunteers or any other person in the workplace is not acceptable and agree to work together towards elimination of the incidence of, and causal factors of, all forms of violence.

## **ARTICLE 10 – LABOUR MANAGEMENT RELATIONS**

### **10.01 Labour-Management Consultation Committee**

The Board and the workers will create and maintain a Labour-Management Consultation Committee with the following guidelines found in this Article.

## 10.02 Purpose

- (a) Discuss and review operational and health and safety policies, and protocols.
- (b) Function also as a “Joint Health and Safety Committee” when or if needed or required by legislation.
- (c) Maintain harmonious relations conducive to operational efficiency and best standards of practice.
- (d) To resolve differences and ensure continual, consistent, and timely communication between the Board and the workers.
- (e) Recognizing the power imbalance that exists between workers and the Board, the objective of the Labour-Management Consultation Committee is to acknowledge the value of shared discussion and equitable collaboration between the Board, the workers, and the Union.
- (f) There will be no reprisal for any issues discussed at the Labour-Management Consultation Committee.
- (g) The Guiding Principles will be adhered to, and all committee members should feel safe to openly discuss issues at the Labour-Management Consultation Committee.

## 10.03 Membership

- (a) The Labour-Management Consultation Committee will be comprised of up to three (3) workers, up to three (3) representatives of the Board and, on occasion, the Union designate who will have voice but no vote.
- (b) The Board and workers will be responsible for choosing their own representatives.
- (c) Either the Board, Union or the workers may call or permit the attendance of resource personnel, at their own expense. Resource personnel will be considered guests and will not have the ability to vote.

## 10.04 Meetings

- (a) Meetings of the Labour-Management Consultation Committee are to be held at least quarterly at a mutually agreed upon time.
- (b) Additional meetings may be called by either Party as required.

## 10.05 Chairpersons

There will be a Board Co-Chairperson and worker co-Chairperson; the Chairperson of the Labour-Management Consultation Committee will alternate.

## 10.06 Meeting Minutes

Recording of meeting minutes will be jointly undertaken and distributed, including to the Union President, prior to the next time the Labour-Management Consultation Committee convenes. It is agreed that this is a very valuable and useful tool for ensuring the exchange of information and concerns.

# **ARTICLE 11 – DISPUTE RESOLUTION**

## 11.01 Definitions of Disputes

- (a) Dispute – any difference between people affected by or related to this Collective Agreement, including workers, Union Executive, Bike Edmonton Board Members, volunteers, clients and/or Bike Edmonton Out-of-Scope management.
- (b) Formal Grievance – any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.

11.02 The workers and the Board agree to jointly develop and maintain a collaborative dispute resolution policy.

11.03 The people who find themselves in a dispute will first try to resolve their differences collaboratively with an earnest effort to find resolution.

11.04 (a) If the difference is not resolved, the people involved in the dispute will request in-house mediation through the Board and Union.

- (b) In-house mediation could be comprised of a mixture of peers in the workplace, an Elder if requested by either Party, Board members, Union Executive or National Representatives.

11.05 If in-house mediation does not resolve the issue, or if in-house mediation is not realistic in the circumstances of the particular dispute, the Board and Union will engage the services of a third-party mediator. The expenses of the mediator will be jointly shared by the Union and the Board.

11.06 The Union and Board agree that lawyers will not be hired or engaged by either side in mediation.

11.07 The mediator may write a recommendation to the parties to resolve the dispute, but this decision will not be binding on the Parties.

11.08 If the dispute is not resolved, the Union or Board may proceed to a formal grievance.

11.09 Formal Grievance

(a) Step 1 – Informal Step

The Parties agree to encourage workers or the Union and the Board to attempt to resolve issues through informal means within thirty (30) days of an event giving rise to a formal grievance. A Union Representative may accompany and assist in the attempt to resolve the grievance.

If this informal step is used and no resolution is achieved, the Union or the Board may proceed with a formal grievance, as outlined below, no later than ten (10) days from the date of the informal meeting.

(b) Step 2 – Formal Written Grievance

Failing satisfactory settlement at Step 1, and within twenty (20) days of the date of the informal meeting, the Union Representative will submit to the Board President a written statement of the particulars of the grievance and the redress sought. Board grievances will be sent to the Local Union President.

The President receiving the grievance will schedule a meeting to hear the grievance within twenty (20) days after receipt of the grievance and render their written decision within twenty (20) days after the meeting.

(c) Step 3 – Grievance Mediation

By mutual consent, the Parties may agree to use the services of a Grievance Mediator. The Parties agree to use the services of any of the below-noted mediators, subject to their availability:

- (i) James Casey
- (ii) Mia Norrie
- (iii) Michael Hughes

If the above-noted Mediators are not available and the Parties cannot agree on an alternate Mediator, either Party may apply to Alberta Mediation Services to have a mediator appointed.

Each Party will pay one-half (½) of the fees and expenses of the Mediator.

(d) Step 4 – Referral to Arbitration

Failing a satisfactory settlement being reached in Step 3, the Union or Board may refer the dispute to arbitration in accordance with this Article within twenty (20) days of receipt of the President's (of the Board or the Local Union) written decision, or if no decision is received, the deadline the written decision was to be received.

When either Party requests that a grievance be submitted to arbitration, the request will be made by email to the other Party of the Collective Agreement, indicating the name of its nominee as Arbitrator.

The Parties will endeavour to use one of the Mediators listed in section (c) above, if possible.

If the Parties cannot agree on an Arbitrator within thirty (30) days after receiving the request, the appointment will be made by the Director of Mediation Services upon request of either Party.

Each Party will pay one-half ( $\frac{1}{2}$ ) of the fees and expenses of the Arbitrator.

- 11.10 (a) At any stage of the grievance or arbitration procedure, the Parties will have the assistance and cooperation of the Board or workers involved and any necessary witnesses.
- (b) All reasonable arrangements will be made to permit the conferring Parties or Arbitrator to have access to the Board's premises to view any working conditions, which may be relevant to the settlement of the grievance.
- (c) The Union and Board agree that, on request, all information relevant to the disputed decision/action or the settlement of a grievance will be made available.

11.11 Elders

- (a) At the request of any Party, an Elder will be present when dealing with issues.
- (b) Time will be allotted to find an Elder to attend, and timelines will be put in abeyance to accommodate the Elder's availability.
- (c) After the grievance, at the request of either Party and in consultation with an Elder, a healing circle will be conducted.
- (d) The expenses of the Elder will be jointly shared by the Union and Board.

### 11.12 Time Limits

- (a) For this Article, days will exclude General Holidays.
- (b) Time limits may be extended by mutual agreement in writing between the Parties.
- (c) All time limits in this Article are directory and intended to enable timely resolution of disputes.

## **ARTICLE 12 – SENIORITY**

12.01 Seniority will be calculated from the worker's date of hire.

12.02 If a worker leaves the employment of Bike Edmonton for reasons other than layoff, they will be considered a new worker if more than eighteen (18) months have passed since they last worked paid hours.

12.03 The Board will provide a seniority list to the Union in November of each year, and at the reasonable request of the Union.

## **ARTICLE 13 – PROBATION**

### 13.01 Probationary Workers

- (a) Newly hired workers will be on a probationary basis for a period of three (3) calendar months.
- (b) During the probationary period, workers will be entitled to all rights and privileges of this Agreement unless otherwise specified.
- (c) The Board, with the agreement of the Union, may extend the probationary period of a worker for up to an additional three (3) calendar months. The Board will provide a written plan for support and training for the extension period to the Union and the worker, and clearly outline the areas in which the worker needs to improve and how the Board will support the worker.
- (d) A worker who has not completed their probationary period may be released based on a fair and proper assessment against reasonable standards of performance and suitability.
- (e) After completion of the probationary period, a worker will be credited their seniority effective from the original date of employment.

## **ARTICLE 14 – SELECTION AND HIRING**

14.01 When a position or paid hours are available to be posted, whether in or out of the Bargaining Unit, the following will apply:

- (a) The position will be posted, including at the worksite, for at least seven (7) days.
- (b) The posting will include the salary range.
- (c) Qualified current workers and/or volunteers will be selected for interview before external candidates.
- (d) The Hiring Committee will be comprised of at least fifty percent (50%) workers.
- (e) Hiring will be done as per the Board's policy.
- (f) The Parties agree that the Guiding Principles will apply to hiring decisions.
- (g) If more than one candidate is equal and has similar qualifications, seniority will prevail.

## **ARTICLE 15 – LAYOFFS AND RECALL**

15.01 If layoffs are being considered by the Board, the Labour-Management Consultation Committee, with mandatory Union attendance, will first meet to discuss options and procedure, based on the Guiding Principles.

15.02 Workers who have left or had their hours reduced due to layoff will be given the option to return to work in order of seniority, provided they are qualified to do the remaining work.

15.03 Decisions will be referred to the Labour-Management Consultation Committee; however, the Board will have the authority to make the final decision if agreement cannot be reached.

## **ARTICLE 16 – OVERTIME**

16.01 Definition of Overtime

All time worked outside the normal workday, the normal work week, on a day of rest, or a General Holiday will be considered overtime.

16.02 Overtime work will be banked at no less than double (2x) the worker's regular rate of pay unless a higher rate is specifically stated, then the overtime will apply to that rate.

16.03 No worker will be required to work overtime.

16.04 All rates included

All pay for work as outlined in this Collective Agreement, including premiums, will be considered as part of the regular rate of pay for a worker who is working overtime.

16.05 Time Off in Lieu of Overtime

- (a) Employees will bank all overtime as Time Off in Lieu and will receive time off at the appropriate overtime rate at a time decided by the worker.
- (b) Time off in lieu will count towards the regular weekly schedule for the purposes of future overtime.
- (c) Banked lieu time may be carried over from year to year.

16.09 No Lay-Off to Compensate for Overtime

There will be no layoff of regular hours to equalize any overtime a worker has worked.

## **ARTICLE 17 – GENERAL HOLIDAYS**

17.01 General Holidays

The Board recognizes the following as General Holidays:

- (a) New Year's Day – January 1
- (b) Family Day – February
- (c) Good Friday – March/April
- (d) Easter Monday – March/April
- (e) Victoria Day – May
- (f) Canada Day – July 1
- (g) Civic Holiday – August
- (h) Labour Day – September
- (i) National Day for Truth and Reconciliation – September 30
- (j) Thanksgiving Day – October
- (k) Remembrance Day – November 11
- (l) Christmas Day – December 25
- (m) Boxing Day – December 26

And any other day proclaimed or announced by the Federal, Provincial or Municipal Government, or any legislation will be recognized by the Board as a General Holiday.

#### 17.02 General Holiday Qualifications

All workers are entitled to holiday pay calculated at their average daily wage.

“Average daily wage” means five percent (5%) of an employee’s wages, vacation pay, and General Holiday pay earned in the four (4) weeks immediately preceding a general holiday.

If a General Holiday falls on a day that a worker is not normally scheduled to work, the Employer will give the employee a day off with General Holiday pay of a sum that is at least equal to the average daily wage of the employee. The holiday must be taken on the first regularly scheduled workday for the employee following the General Holiday, or on an alternative day by mutual agreement.

17.03 The Shop will be closed on General Holidays. If a worker decides to work on a General Holiday, they do so voluntarily and will bank regular time for a day off in the future.

17.04 If the Board and workers decide to host an event on a General Holiday, workers will be entitled to holiday pay at the rate of one and one-half times (1.5x) the regular rate of pay and will be provided a paid day off in lieu.

#### 17.05 Personal Floater Days

- (a) All Permanent Workers will be entitled to two (2) paid personal floater days per calendar year, which will be scheduled on days mutually agreed to.
- (b) Probationary workers hired after June 30<sup>th</sup> will be entitled to one (1) paid personal floater day for the year.
- (c) Personal floaters must be taken by the end of the last pay period of the year and cannot be carried over unless otherwise mutually agreed between the Board and the worker.

### **ARTICLE 18 – VACATION**

#### 18.01 Length of Vacation

Workers will be entitled to an annual vacation or payment in lieu thereof, based on the date of permanent hire, as follows:

- (a) For zero (0) to two (2) years of employment, ten (10) days of vacation equivalent to, or paid as, four percent (4%) of gross earnings.
- (b) From the third (3<sup>rd</sup>) anniversary of employment, fifteen (15) days of vacation equivalent to, or paid as, six percent (6%) of gross earnings.
- (c) From the tenth (10<sup>th</sup>) anniversary of employment, twenty (20) days of vacation equivalent to, or paid as eight percent (8%) of gross earnings.

18.02 A worker will choose whether they want to bank vacation or have their vacation paid out on every paycheque. If a worker wishes to change their option, it will become effective at the start of the next fiscal year.

#### 18.03 Vacation Scheduling

The preference for scheduling vacation will be based on seniority and, in the case of equal seniority, the first submitted will be given preference.

#### 18.04 Vacation Pay on Termination

A worker terminating their employment at any time in their vacation year before they have had their vacation will be entitled to a proportionate payment of salary or wages instead of vacation.

18.05 Increase in vacation allocation may be discussed during wage reopener discussions with the Board, in accordance with Article 24.

### **ARTICLE 19 – SICK LEAVE**

19.01 Permanent workers will accrue sick leave at a rate of one (1) day per month.

19.02 Sick leave can be accrued to a maximum of twelve (12) days at any given time.

19.03 Sick leave is meant to be used when a worker is unfit for duty. Under normal circumstances, a worker will not be questioned about their fitness for duty unless they are absent from work for longer than five (5) consecutive days.

### **ARTICLE 20 – UNION LEAVE**

20.01 Union Leave will be granted for:

- (a) A worker elected, selected, or appointed as a delegate to Union conventions, seminars, or training sessions.

- (b) A worker elected, selected, or appointed to be a full-time or part-time official of the Union.
- (c) A worker elected to a full-time position in a national or provincial labour organization to which the Union is affiliated or chartered, for a period of up to two (2) years and extended in the event of re-election.
- (d) Full-time duties with CUPE National for a period of time and extended with application to the Board.

20.02 Union Leaves of absence in this Article will be granted with forty-eight (48) hours' written notice by the worker to the Board. Where Union business is regularly scheduled or known in advance, the worker or Union will give written notice to the Board as soon as they are aware. The Board may waive any portion of the notice period.

20.03 Workers on Union Leave will continue to accrue seniority, sick leave credits, vacation credits, and any other accrual as if they were regularly at work.

20.04 Workers returning from Union Leave will return to their former position, or an equivalent position if their position no longer exists.

20.05 The Board will continue to pay the full wages and benefits of the worker on leave in this Article and will be reimbursed by the Union upon the Board providing a full invoice of the cost to the Union.

## **ARTICLE 21 – LEAVES OF ABSENCE**

### **21.01 Bereavement Leave**

- (a) A worker may use up to five (5) workdays without loss of pay or benefits for bereavement.
- (b) Bereavement leave may be taken on regularly scheduled workdays immediately following the death, or one or more days following the death and the remaining days to attend the funeral, burial, memorial service, celebration of life, or cultural observance at a later date.
- (c) If a worker is required to travel out of the city, province, or country, they will request the additional required days from the Board, which will not be unreasonably denied and will be paid time if financially feasible.

## 21.02 Legislated Leave Entitlements

The Board and Union agree to make copies of legislation available to workers on the following legislated leave entitlements:

- (a) Compassionate Care
- (b) Death or Disappearance of a Child
- (c) Critical Illness of a Child/Adult
- (d) Long-term Term Illness or Injury
- (e) Domestic Violence
- (f) Personal or Family Responsibility
- (g) Reservist (service)
- (h) Maternity and Parental

## 21.03 Other Leaves of Absence

- (a) A worker may, with at least one (1) month's notice to the Co-Directors, but as much notice as reasonably possible, take a leave of absence without pay for leaves greater than one month in duration.
- (b) A worker may take a leave of absence without pay of less than one (1) month in duration with a minimum of seven (7) days' notice to the Co-Director.
- (c) Approvals will not be unreasonably denied, and denials will be provided to the worker by a Representative of the Board.

## **ARTICLE 22 – HEALTH BENEFITS**

22.01 The Board will pay one hundred percent (100%) of the extended health care benefits under Alberta Blue Cross.

22.02 Workers who work twenty-five (25) hours per week or more will be eligible for benefits.

22.03 The Board will first meet to discuss options and procedure, based on the Guiding Principles, if benefits become a financial burden on the Society.

22.04 Decisions will be referred to the Labour-Management Consultation Committee; however, if agreement cannot be reached, the matter will be referred to bargaining.

## ARTICLE 23 – FUNDING AND WAGE REOPENER

23.01 The Parties recognize that it is a shared responsibility to increase revenues, including through applications to funding bodies, to increase funding for the programs, which may allow for wage increases equivalent to the Consumer Price Index (inflation) for Alberta in the previous year.


23.02 If additional funding is received, the Parties, with mandatory Union attendance, will discuss options for the disbursement of the funds at the Labour-Management Consultation Committee.

23.03 If it is agreed that funds should go to wage increases, the Parties will discuss and agree on the form and value of the increases to be applied.


23.04 Decisions will be referred to the Labour-Management Consultation Committee; however, the Board will have the authority to make the final decision if agreement cannot be reached.

23.05 The Parties agree that the desire is to provide a living wage to all workers employed at the Bike Edmonton Society. A living wage will be defined using the Alberta Living Wage Network's most recent available study.

### SIGNED FOR THE EMPLOYER

  
\_\_\_\_\_  
Brad Goertz (Feb 24, 2026 08:14:35 MST)


Brad Goertz, Lead Negotiator, Bike Edmonton

  
\_\_\_\_\_  
Keith Heslinga (Mar 9, 2026 10:15:35 MDT)

Keith Heslinga, Bike Edmonton

### SIGNED FOR THE UNION

*Adam Roskewich*  
\_\_\_\_\_  
Adam Roskewich, Local 1099 President

  
\_\_\_\_\_  
Stephanie Lustig,  
National Representative/Lead Negotiator

*Aiden Zaretski*  
\_\_\_\_\_  
Aiden Zaretski (Mar 9, 2026 13:06:10 MDT)

Aiden Zaretski, National Representative

*Christopher Chan*  
\_\_\_\_\_  
Christopher Chan (Mar 9, 2026 12:28:29 PDT)

Chris Chan, Committee Member

  
\_\_\_\_\_  
Coreen Shewiel (Mar 17, 2026 16:32:30 MDT)

Coreen Bikes, Committee Member

*Jan Przysieznik*  
\_\_\_\_\_  
Jan Przysieznik, Committee Member

## SCHEDULE A – WAGES

	<b>Current Job Rate</b>	<b>December 8, 2025</b> 7% for Bike Builders
Co-Director	\$24.30	\$24.30
IT Director	\$24.30	\$24.30
Bike Builder	\$18.15	\$19.42