



COLLECTIVE BARGAINING AGREEMENT

COPE Local 397 & IBEW Local 254

January 1, 2012 — December 31, 2013

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

LOCAL UNION 254
OF THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
(HEREINAFTER REFERRED TO AS THE "EMPLOYER")

~ AND ~

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

ARTICLE 1 – PURPOSE

- 1.01 The purpose of this agreement is to maintain a harmonious relationship between the Employer and the Employees; to define clearly the hours of work, rates of pay and conditions of employment; to provide for an amicable method of settling differences which may from time to time arise; to promote the mutual interest of the Employer and the Employees; to promote and maintain such conditions of employment in accordance with the provisions of the Alberta Labour Act, the Employer and the Union agree as follows:

ARTICLE 2 – BARGAINING AGENCY AND RECOGNITION

- 2.01 The Employer recognizes the Union as the sole bargaining authority for all Employees in its office within the jurisdiction of the Canadian Office and Professional Employees Union, Local 397, Calgary, and within the classifications of office and clerical workers listed in Appendix "A" or within such new classifications as may from time to time be agreed to and established by the parties. It is expressly agreed that this agreement shall not apply to any elected or appointed officer, business agent or representative of the Employer.
- 2.02 **DISCRIMINATION**
There shall be no discrimination, interference, coercion, restriction, exclusion, intimidation, harassment, **derogatory comments** or stronger discipline against any Employee on account of race, creed, color, nationality, **gender, sexuality, sexual orientation, gender identity**, age, marital status, physical disability, political affiliation or connection with a trade union organization. **The above mentioned may not be easily recognized, so harassment, discrimination or exclusion on those grounds may be harder to identify or recognize.**

ARTICLE 3 – UNION SECURITY

- 3.01 The Employer agrees that all eligible Employees, whether permanent, part-time or full-time, shall maintain Union membership as a condition of employment. New Employees who are retained beyond thirty (30) days of employment shall become members of the Union and shall remain in good standing as a condition of employment.

- 3.02 The Employer agrees to deduct monthly union dues, initiation fees, assessments, also Rand Formula check-offs, from all Employees working within the scope of this agreement. The Union shall certify changes in dues, in writing, to the Employer; such changes will be implemented by the Employer upon receipt of written authorization.

All dues to be paid monthly and a cheque submitted with a prescribed list attached showing the deduction. The cheques shall be payable to Local Union **397**, COPE and remitted on or before the Fifteenth (15th) day of the month following the deduction.

- 3.03 Should a vacancy occur in the office of the Employer covered by this agreement, such position shall be posted with the Recording Secretary of Local **397**, COPE. If the Union cannot supply qualified and suitable personnel within forty-eight (48) hours excluding Saturday, Sunday and holidays, the Union has the right to notify the Employer immediately should no Union members be available. No Union members shall be discriminated against when applying for an available position as posted through the Union.
- 3.04 No work shall be performed or contracted out that will affect the hours of work, pay or benefits of any Employee.

ARTICLE 4 – DEFINITION OF EMPLOYEES

- 4.01 A Regular Employee is any person employed on a full-time permanent basis who has completed the probationary period of six (6) months of continuous employment; probationary period may be extended by the parties upon mutual agreement.
- 4.02 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 prorated basis consistent with the time regularly employed each week.
- 4.03 A Temporary Employee is one hired by the Employer as a replacement in a specific job and hired for a specific period of time. Should continuous employment exceed three (3) months, the Employee will be considered a Regular Probationary Employee and shall have rights under this Agreement and seniority shall date back to the original date of employment. This clause does not refer to replacement Employees hired for extended sick leave or extended leave granted for Union activities.
- 4.04 A Casual Employee is one hired for extra or relief work on a call in basis only and shall be guaranteed not less than two (2) hours work on each day which they are employed.
- 4.05 All new Employees, except Temporary or Casual Employees, shall be considered probationary for the first six (6) months of their employment. After six (6) months of employment, an Employee shall become permanent. A Temporary Employee transferred to regular status shall have their continuous time counted as part of the probationary period.

- 4.06 The Employer or his Representative shall make known to the Employee the duties the Employee is expected to perform and from whom the Employee shall receive instructions as to the policies and procedures of the establishment. The Employer reserves the right to implement rules and regulations as the Employer deems necessary provided such rules and regulations do not conflict with this agreement.

ARTICLE 5 – UNION REPRESENTATION

- 5.01 The Employer shall recognize the Representative(s) as selected by the Union for purposes of collective bargaining, agreement administration and exclusive Union business as the sole and exclusive Representative(s) of all Employees within the bargaining unit as defined in Article 2 of this agreement.
- 5.02 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 shall obtain authorization from the Employer as to an appropriate time for such contact before meeting the Employees.
- 5.03 The Employer shall recognize the Office Steward elected or appointed by the Union and shall not discharge, discipline or otherwise discriminate against such Office Steward for carrying out the duties proper to that position. The Union shall inform the Employer of the name of the Office Steward.
- 5.04 The Office Steward may, within reason, investigate grievances or confer with the Representatives of the Union during working hours without loss of pay. If possible, the Steward shall obtain permission from the immediate Supervisor before leaving the immediate area for such purposes and such permission shall not be unreasonably denied. The Employer shall not discharge, discipline or otherwise discriminate against any members of the Union for participation in or for legitimate action on behalf of the Union or for exercise of rights provided by this Agreement.

ARTICLE 6 – HOURS OF WORK

- 6.01 The hours of work shall be seven (7) hours per day between the hours of 8:30 a.m. and 5:00 p.m. Monday to Friday.
- 6.02 Two (2) relief periods of fifteen (15) minutes each, one (1) in the morning and one (1) in the afternoon shall be provided with pay.
- 6.03 One (1) thirty (30) minute unpaid lunch break shall be provided.
- 6.04 Employees required to go outside the office to do banking or any other business for the Employer shall not be required to conduct this business before or after working hours or during the lunch break.

- 6.05 In offices where the temperature is consistently too hot or cold, the Employee shall have the right to call in a Representative of the Union for a judgment. Should the Union Representative support this claim, the Union and the Employer shall work together to solve the problem. Until the problem is solved the Employee shall be able to leave the workplace without loss of pay.

ARTICLE 7 – OVERTIME

- 7.01 All time worked in excess of the regularly established working day or time worked on an Employee's recognized day of rest shall be considered overtime and paid for at the rate of double time (2x). Sundays and Statutory Holidays shall be paid at double time (2x) for hours worked and, in addition, Employees shall receive a lieu day off with pay at mutual convenience of the Employer and the Employee.
- 7.02 In all cases where overtime exceeding two (2) hours is to be worked, the Employee shall be entitled to a hot meal, where appropriate, after two (2) hours of overtime, and every four (4) hours thereafter at no cost to the Employee. Not more than one half (1/2) hour's pay at two (2) times the regular rate of pay shall be paid for the meal break.
- 7.03 Employees who are called back to work during their regular scheduled days off or outside the regular working day shall receive a minimum of two (2) hours pay at double time (2x) provided the Employee reports for such work as assigned by the Employer.
- 7.04 Employees who are called back to work during their scheduled vacation shall receive a minimum of one (1) day's pay at straight time, plus a lieu day for the missed vacation day.
- 7.05 The Employer shall be responsible for an Employee's safe transportation home after 7:00 p.m. or darkness (whichever is later), in the event of overtime scheduled after working hours provided the Employee does not have their own personal transportation.
- 7.06 Overtime, dependent on qualifications required shall be distributed equally among all members of the office staff.

ARTICLE 8 – STATUTORY HOLIDAYS

- 8.01 The Employer agrees to provide Regular Employees and Regular Part-Time Employees with the following Statutory Holidays without loss of pay:

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

Three (3) day Christmas Floater for all Employees

Also any other day that may be stated as a legal holiday by the Federal, Provincial or Civic Governments provided the Employee works the scheduled working days preceding and following the Statutory Holiday. If an Employee is absent due to illness on the days preceding or following a Statutory Holiday, the Employee shall be deemed to have worked on such days providing satisfactory proof is presented by the Employee upon request of the Employer.

- 8.02 When any of the above holidays fall on a regular day off, the following working day or days shall be observed as the holiday(s).
- 8.03 The Employer further agrees to provide two (2) extra days' holiday to be known as "floater" holidays. Such floater holidays shall be taken at a time mutually convenient to the Employer and the Employee. In offices where more than one (1) Employee is employed, not more than one (1) Employee at a time shall claim the floater holiday on any one (1) day.
- 8.04 In the event any of the holidays enumerated above occur during the period of an Employee's vacation, an additional day with pay shall be allowed for each holiday so occurring.

ARTICLE 9 – ANNUAL VACATIONS

- 9.01 Senior Employees shall be given preference in selection of vacation periods; such vacation shall be taken at a time mutually agreeable between the Employer and the Employee.
- 9.02 Employees with less than one (1) year's employment in any year shall be entitled to one day's vacation for each month of service with a maximum of ten (10) working days with pay.
- 9.03 Employees shall be entitled to vacations with pay based upon the completion of anniversary years of continuous service in accordance with the following:

<u>Years of Service</u>	<u>Vacation Entitlement</u>
One (1) year	Three (3) weeks
Eight (8) years or Ten (10) years work/life experience	Four (4) weeks
Seventeen (17) years	Five (5) weeks
Twenty-five (25) years	Six (6) weeks
Thirty (30) years	Seven (7) weeks

- 9.04 In addition to the above vacation entitlement, a premium of one (1) week's vacation shall be given for each five (5) years of service; e.g. in the fifth (5th) year, one (1) additional week, in the tenth (10th) year, two (2) additional weeks, in the fifteenth (15th) year, three (3) additional weeks, in the twentieth (20th) year, four (4) additional weeks.

Employees shall be allowed to carry these additional weeks of premium vacation into the years between the five (5) year spread.

- 9.05 Employees covered by this agreement shall be permitted to save and carry forward a due vacation period, up to the maximum of the annual entitlement. Such deferred vacation shall be paid at the Employee's prevailing salary at the time of deferral. If the Employer requests a deferral the vacation will be paid at the Employee's current salary when the vacation is taken.

ARTICLE 10 – MEDICAL PLAN, PENSION & COMPENSATION

10.01 Where there is a health and welfare plan in effect (currently Electrical Industry Insurance Benefit Trust Fund of Alberta) the Employer shall contribute the hourly premium on behalf of all Employees.

Where there is not a health and welfare plan in effect, the Employer shall contribute the single monthly premiums of Alberta Blue Cross or its equivalent or successor. Where the Employee is the sole breadwinner (proof provided) the cost shall be based on the dependant monthly rate.

10.02 (a) The Employer agrees that upon completion of six (6) months of continuous service, (including their probationary period) of each Regular Employee, to pay the pension contribution rate of the Electrical Industry Pension Trust Fund of Alberta or its successor into a mutually agreeable registered retirement savings plan. But always under the terms of Article 10.02(b)

(b) It is hereby agreed when the Employer is making contributions to a registered retirement savings plan on behalf of the Employee, that the Employee shall not cash in, or cause to be cashed, the said registered retirement savings plan while the Employee with whom the registered retirement savings plan is contributed for, is still in the employ of the Employer.

10.03 All Employees shall be covered by Workers' Compensation.

ARTICLE 11 – SICK LEAVE AND LEAVE OF ABSENCE

11.01 Permanent full-time Employees shall be allowed one (1) day sick leave with pay for each month worked; such leave to be cumulative from year to year to a maximum of one hundred and fifty (150) actual working days. Regular part-time sick time will be a percentage of the full-time (one (1) day per month) based on days worked, i.e., if half-time worked, entitled to 1/2 day per month. If requested by the Employer, a doctor's certificate must be supplied by the Employee for any illness after three (3), one (1) day illnesses per calendar year.

11.02 Permanent full-time Employees shall be granted extended sick leave of absence with pay for up to six (6) months with up to one (1) year of service and twelve (12) months with more than one (1) year of service beyond the paid sick leave entitlement provided in 11.01 above, during periods of lengthy illness or disability as certified by a medical doctor. During the period of leave beyond paid sick leave entitlement, seniority shall be retained.

EI sick leave benefits collected by the Employee shall be deducted from the pay amount given to the Employee. The objective being to keep the Employee's pay whole. The Employee must produce a copy of benefit slip and the difference in pay will be processed by LU 254.

11.03 Upon severance or retirement, an Employee with ten (10) or more years service shall receive forty percent (40%) of their unused accumulated sick leave unless discharged for just cause.

- 11.04 Any female Employee who has completed one (1) or more years of continuous service shall be entitled to maternity leave according to Employment Standards dated January 1, 2001.

An Employee returning to work from the maternity leave shall be reinstated to the position the Employee held at the time the Employee went on leave without loss of seniority, but without claim to any promotions effected during her absence on leave.

- 11.05 Any Employee may apply for and, where possible, receive up to six (6) months leave of absence without pay for reasons other than sick leave. Seniority shall accumulate. Permission for such leave must be obtained from the Employer in writing.
- 11.06 Employees delegated to perform Union activities or appointed to act on various Labour Commissions and Boards shall be granted leave of absence without pay and without loss of seniority. Employees hired as a full-time representative of the Union shall be granted leave of absence without loss of seniority.
- 11.07 Employees disabled or hospitalized or bed ridden during the period of their annual vacation may, if capable of performing their regular duties, return to work and take the remaining days of their vacation at the mutual convenience of the Employer and the Employee. Employees fully disabled, hospitalized or bed ridden and unable to return to work during the period of their annual vacation shall, upon presentation of a Doctor's certificate, be considered on sick leave for the duration of the disability or sickness, subject to 11.01, and the remaining days of their vacation shall be taken at a time mutually convenient to the Employer and the Employees.
- 11.08 In cases where serious illness, serious distress or death in the immediate family, an Employee shall be granted leave of absence for three (3) days with pay. In cases where traveling time is necessary for out of town funerals, additional time shall be allowed in accordance with distance to be traveled of up to two (2) weeks without pay. Such leave of absence shall not be charged against sick leave, holiday entitlement or other accrued time off. For this purpose immediate family shall be defined as: **Spouse/Common-law Spouse, Grandparents, Parents, Grandparents of Spouse/Common-law Spouse, Parents of Spouse/Common-law Spouse, Brother, Sister, Son, Daughter, Step-Son, Step-Daughter, Grandchildren, Step-Grandchildren, Son-in-law, Daughter-in-law, Sister-in-law, Brother-in-law, Nieces, Nephews, Foster Parents, Foster Children.**

Serious Distress has reference to a serious, critical condition which requires the personal attention or presence of the Employee at a time over which the Employee has no control and which cannot properly be served by others, or attended to by the Employee at any time when the Employee is off duty. Circumstances of Employee request for leave under serious distress shall receive just, reasonable and immediate consideration and granted where required.

- 11.09 The Employer may grant leave with pay to attend funeral services only of any persons related more distantly than those listed above or close personal friends, provided reasonable notice is given.
- 11.10 The payment of full salary without regard to fee as a juror or witness shall be paid to regular full or part-time Employees who are absent for jury duty or a witness under subpoena. It is agreed the Employee shall return to the Employer any monies received from the court for such duty.

ARTICLE 12 – SENIORITY

- 12.01 Seniority shall mean length of continuous service with the Employer and shall be cumulative on an office wide basis.
- 12.02 An Employee shall lose all seniority rights for any one (1) 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 after being called by registered mail unless due to actual illness, vacation or accidents. The Employer may require substantiating proof of illness or accident.
- 12.03 Employees retained on staff following the probationary period shall have seniority credited to date of hire.
- 12.04 An Employee laid off and placed on the recall list shall retain seniority, but shall not accumulate seniority during the period of layoff.
- 12.05 Seniority lists shall be made available by the Employer and shall be amended quarterly in the event of any changes occurring during such period.
- 12.06 Employees shall retain job seniority over transferees from other areas and offices.
- 12.07 Any rights and privileges at present enjoyed by Employees or mutually agreed upon thereafter, shall remain unchanged during the life of this Agreement.

ARTICLE 13 – PROMOTIONS, LAYOFF, RECALL

- 13.01 The Employer shall fill job vacancies from within the office before hiring new Employees providing Employees are available with the necessary qualifications to fill the vacant position.
- 13.02 Promotions shall be made on the basis of seniority, ability and experience. Qualifications being equal, the Employee with the greatest seniority shall be selected.
- 13.03 Where an Employee is promoted from a lower classification to a higher classification they shall be paid the next clear step higher than their present rate in the classification to which they have been promoted, provided they can fulfill the qualifications and such appointment shall be subject to job and salary review after thirty (30) days.
- 13.04 If a reduction in office staff is necessary, the Employee with the least amount of seniority in any classification shall be the first laid off from that job but they may displace an Employee in the same or lower classifications with the least seniority in such classifications providing they have the qualifications to satisfactorily perform the job and have greater seniority. Employees who are displaced from their jobs as a result of such bump back procedure may themselves move back and displace Employees having lesser seniority in the same or lower classification providing such Employees have the necessary qualifications and seniority.

- 13.05 All Regular Full or Part-Time Employees shall be given written notice of layoff in accordance with the provisions of the Employment Standards Code of Alberta.
- 13.06 Any Regular Full or Part-Time Employee who is laid off due to lack of work or redundancy shall be placed on the recall list for a period of six (6) months. Such Employee is responsible to keep the Employer advised of accurate address or any change.
- 13.07 Employees on the recall list shall have first rights to any vacancy in their former job classification or to a similar classification for which the Employee is qualified and the Employer shall not hire or promote to such a classification while an eligible former Employee is on the recall list.
- 13.08 Employees recalled to their former position or to a position having the same salary range shall receive the current rate for the step in the salary range which they held at the time of layoff. All rights due to seniority under this agreement shall be unaffected by such layoff.
- 13.09 Employees will be given notice or pay in lieu of notice of termination of employment according to the current Employment Standards Code.
- 13.10 All Permanent Employees shall be paid severance equal to one (1) weeks pay for each year (or part of year) of service to a maximum of twenty-six (26) weeks paid.
- 13.11 Should the Union (LU 254, IBEW) affiliate or merge with any (other) Union, the resulting entity shall retain all privileges and rights of the former Union, and the existing Collective Agreement shall remain in full force. This pertains to all Employees covered by the current Collective Agreement.
- 13.12 In the event of 13.11 the Employees may within one (1) year serve notice to the new Union and collect severance pursuant to 13.09, 13.10.

ARTICLE 14 – DISCHARGE AND TERMINATION

- 14.01 It is hereby agreed that the Employer has the right to discharge for just cause. The Employer shall inform the Employee in writing of the reasons for such discharge at the time of discharge. Any Employee whose employment is terminated by the Employer as set forth in 14.01 shall be paid vacation credits and salary due.
- 14.02 If, upon joint investigation carried out by the Union and the Employer or by decision of the Board of Arbitration or Single Arbitrator so appointed pursuant to the terms of this Agreement, it shall be found that an Employee has been unjustly discharged, such Employee shall be subject to the award of said Arbitration. The Arbitration Award shall be final and binding on both parties.

ARTICLE 15 – WAGES

- 15.01 Employees shall be classified in accordance with the skills used and they shall be paid not less than the minimum weekly or hourly rate for such classification in accordance with the schedule which is attached hereto and made part of this agreement.

- 15.02 Any position not covered by the schedule contained herein or any new position which may be established by mutual consent during the life of this Agreement shall be subject to negotiation between the Union and the Employer. In the event that the parties are unable to agree to the classification and the rate of pay for the position in question, it may be submitted to the Grievance Procedure as provided for in this Agreement. In the event of reclassifying any position of an Employee which may be in dispute, it may be submitted to the Grievance Procedure and Arbitration Machinery provided in this agreement.
- 15.03 If Employees are receiving fringe benefits in excess of the rates or privileges stated in this agreement and/or if an Employee is working a lesser number of hours per week than is stated in this agreement, such conditions shall not be reduced or altered due to the signing of this agreement.
- 15.04 Employees shall be paid weekly or biweekly as mutually agreed to between the Employer and the Employees. If a payday falls on a Statutory Holiday or on a non-working day, payday shall be advanced to the day before the holiday or the last banking day.
- 15.05 A regular Employee assigned as "in charge" during extended absences relief shall receive a differential of two dollars (\$2.00) per hour or any portion thereof. They shall accept the responsibility of all incoming and outgoing correspondence, calls, funds, etc., and must be accountable for proper disposition of same.
- 15.06 Any Employee hired and who reports for work and is not put to work shall be guaranteed a minimum of one day's pay.
- 15.07 The parties agree that the rates of pay specified herein shall be retroactive to the expiry date of the last agreement.
- 15.08 Employees authorized by the Employer to use their own personal transportation on the Employer's business shall receive the maximum allowable by Revenue Canada Guidelines per kilometer car allowance. It shall be the responsibility of the Employee to provide their own adequate business insurance and it shall be the responsibility of the Employer to provide themselves with a non owned auto policy to protect the Employer.
- 15.09 Employees required to travel out of town on the Employer's business shall be paid travel time at the straight time rate of pay for any time spent in travel, expense of lodging, meals and reasonable phone calls. Employer's business shall also include any training or educational programs for the Employee, at the Employer's request, in order to operate any equipment, be it software or hardware.
- 15.10 Officers and Assistant Business Managers of the Employer retain the right to perform their duties as outlined in the constitution and bylaws of the Employer.

ARTICLE 16 – GENERAL

- 16.01 Employees shall not be asked to make any written statement or verbal contract which may conflict with this Agreement.

- 16.02 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 the terms and conditions. The Union Label shall be the Official Union Label of the Canadian Office and Professional Employees Union, Local **397** and shall remain the sole property of the Union. The Union Label will be placed on the last line of the page on all correspondence.
- 16.03 The Employer agrees to all stenography (Office Clerical) done by a stenographer (Office Clerical) from the eligible list who is acceptable to the Employer and who is a member of the Union, if available, and can supply the Union Label.
- 16.04 It shall not be a violation of this Agreement or cause for discharge if any Employee in the performance of their duties refuses to cross a legal picket line established or recognized by the Union.
- 16.05 The Employer agrees to post, in a prominent place, the Union Office Label furnished by the Union.
- 16.06 Dress Code – All Employees shall wear acceptable clothing and footwear, that is neat, clean, safe and presentable.
- 16.07 Employees shall respect the confidentiality of the Employer's business.

ARTICLE 17 – GRIEVANCE PROCEDURE

- 17.01 Any difference concerning the interpretation, application, operation or any alleged violation of this agreement or any question as to whether any difference is arbitrable arises between the parties or persons bound by this agreement, such parties shall meet and endeavor to resolve the difference. Any grievance must be filed within thirty (30) days after the grievance occurs.
- 17.02 If the parties are unable to resolve the difference referred to in 17.01 above, within fourteen (14) days, either party may notify the other party in writing of its desire to submit the difference to arbitration and the notice shall contain a statement of the difference and the name of the first party's appointee to the Arbitration Board. The recipient of the notice shall, within five (5) days exclusive of Saturday, Sunday and Statutory holidays inform the other party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall, within five (5) days exclusive of Saturdays, Sundays and Statutory holidays of the appointment of the second of them, appoint a third person who shall be the Chairperson.
- 17.03 If the recipient of the notice fails to appoint an Arbitrator within the time limit under 17.02 above, the appointment shall be made by the Department of Labour upon request by either party. If the two (2) appointees fail to agree upon a Chairperson within the time limits, the appointment shall be made by the Department of Labour upon request by either party.
- 17.04 The Arbitration Board shall hear and determine the difference. It may quash, vary or confirm any action taken by either party and shall issue an award in writing and the decision is final and binding upon both parties and upon any Employee affected by it. The decision of a majority is the Award of the Arbitration Board but, if there is no majority, the decision of the Chairperson governs and it shall be deemed to be the Award of the Board. The Arbitration Board by its decision shall not alter, amend or change the terms of the Agreement.

- 17.05 Each party to the difference shall bear the expense of its respective appointee to the Arbitration Board and the two (2) parties shall bear equally the expenses of the Chairperson.
- 17.06 As an alternative procedure, the parties to this Agreement may, if mutually agreed, agree upon a single arbitrator in place of the Arbitration Board. The decision of the single arbitrator shall be final and binding on both parties.

ARTICLE 18 – TECHNOLOGICAL AND PROCEDURAL CHANGES

- 18.01 In the event of technological change which changes the status of the Employee, such Employee affected will be given adequate time to be trained for the new work or for other work if available. If however, the Employee cannot be trained to the Employer's satisfaction for the new position, after complete training and work experience, such Employee shall be given severance pay as outlined in this Collective Agreement upon termination including any vacation or sick time entitlement.

ARTICLE 19 – DURATION, TERMINATION AND AMENDMENTS

- 19.01 This agreement shall be in full force and effect as of date of ratification and continue in full force and effect through to the 31st day of December 2013 and from year to year thereafter except as hereinafter provided.
- 19.02 Either party wishing to amend or terminate this agreement shall give notice in writing of such desire to the other party not less than sixty (60) days or more than one hundred and twenty (120) days prior to the anniversary date of this agreement.
- 19.03 If notice to negotiate is given by either party before or after notice to terminate has been given by either party, this Agreement shall continue in full force and effect until the commencement of a lawful strike or lockout. Should a strike or lockout commence and then cease, the provisions of this Agreement shall again continue in full force and effect until a new Collective Agreement has been concluded, signed and implemented. The parties to this Agreement shall make every effort to complete the procedures in the Labour Relations Code of Alberta and conclude an agreement prior to the expiry date.

ARTICLE 20 – SAFETY & WORK ENVIRONMENT

- 20.01 The work environment shall be ergonomically correct.


ARTICLE 21 – OPERATIONS REVIEW

- 21.01 The Employer may from time to time conduct review of the office operations and may review or change said operations as the Employer deems necessary.


SIGNATURE PAGE

Signed on behalf of:

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




Angela McLean
President



Lucille Fedkiw
Calgary Unit Chair




Jackie Lazar
Treasurer



Colleen Malley
Union Representative

Date: JAN. 31, 2013

LOCAL UNION 254 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS



John Briegel
Business Manager

Date: Feb. 1, 2013

APPENDIX "A"

CLASSIFICATIONS (JOB DESCRIPTIONS)

OFFICE ADMINISTRATOR

- Shall supervise, plan, organize, direct and co-ordinate office staff, ensuring that objectives are attained and members needs are met.
- Capable of performing all facets of work conducted within the office.
- Maintain complete sets of books, cash and general ledgers for the Local. Responsible for payroll, related records and reports; accounts payable and accounts receivable; preparation of bank deposits.

OFFICE CLERICAL

Works under supervision:

- doing general office work, filing and typing;
- performing receptionist duties include answering the telephone and attending the counter;
- typing minutes, preparation of per capita, processing union dues, processing new members, pension and death benefit applications.

CASUAL/TEMPORARY

A worker who does the following under supervision:

- routine filing;
- photocopying and collating documents;
- sorting and distributing mail;
- stuffing and stamping envelopes.

APPENDIX "B"
WAGE SCHEDULE

The Office Administrator and Office Clerical Classifications received a 3.25% increase on January 1, 2012 and a 3.75% increase on January 1, 2013.

	January 1, 2012	January 1, 2013
Office Administrator *	\$ 35.82	\$ 37.95
Office Administrator – Step II * (12 Months)	\$ 33.39	\$ 35.52
Office Administrator – Step I * (12 Months)	\$ 30.96	\$ 33.09
Office Clerical	\$ 26.64	\$ 27.64
Office Clerical – Step I (12 Months)	\$ 24.21	\$ 25.12
Casual/Temporary	\$ 20.00	\$ 21.00

* Market adjustment (Office Administrator only)

April 1, 2012	\$632.45 (single payment)
July 1, 2012	\$632.45 (single payment)
October 1, 2012	\$632.45 (single payment)
December 31, 2012	\$632.45 (single payment)
January 1, 2013	additional \$1.18 is included in the \$37.95 rate of pay



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