



COLLECTIVE BARGAINING AGREEMENT

**COPE Local 397 & IBEW Local 254
January 1, 2014 — December 31, 2018**

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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 Relations Code**.

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**
The Employer agrees that there shall be no discrimination or harassment against an Employee with respect to terms or conditions of employment because of ethnicity, colour, age, sex, marital status or family status, religion, ancestry, place of origin, place of residence, political affiliation or activities, sexual orientation, gender identity, gender expression, or any enumerated ground in the Alberta Human Rights Act or the Canadian Human Rights Act, or because of Union membership and activity, or for the exercise of any right under this Agreement.

ARTICLE 3 – UNION SECURITY

- 3.01 The Employer agrees that all **Employees, whether permanent full-time, permanent part-time or temporary** 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, the position will be posted internally first. If no Employee with the necessary qualifications is available to fill the vacant position, it will be posted externally.**
- 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 **Permanent** 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 **Permanent** Part-time Employee is any person employed on a continuing basis for less than the normal hours of work or work week. **Permanent** 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 who has not attained permanent status. Such Employees will be classed as Permanent Employees upon completion of up to thirty (30) months of cumulative service. When a Temporary Employee attains permanent status their seniority date shall be retroactive to their date of hire.**
- 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 **probationary** 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.

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 Overtime, dependent on qualifications required, shall be distributed equally among all members of the office staff.

ARTICLE 8 – GENERAL HOLIDAYS

- 8.01 The Employer agrees to provide **Permanent Full-time** Employees, **Permanent** Part-time Employees and **Temporary Employees** with the following **General** Holidays without loss of pay:

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

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.
- 9.06 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.

ARTICLE 10 – MEDICAL PLAN, PENSION & COMPENSATION

- 10.01 (a) **All Employees shall participate in an Employer sponsored health and welfare plan. The Employer shall contribute the premium on behalf of all Employees.**
- (b) Where there is no 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 each Employee shall receive an hourly amount equal to the pension contribution rate of the Electrical Industry Pension Trust Fund of Alberta or its successor. Such funds are to be invested into a Registered Retirement Savings Plan of the Employee's choice.**
- (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 (a) **The Employer will provide continued income of one hundred percent (100%), ninety percent (90%) or eighty percent (80%) of basic salary, depending on the length of time off work, in the event of an illness or injury. Short-term disability benefits are salary continuance paid through regular pay and not insured through an insurance company.**
- (b) **Permanent Full-time and Permanent Part-time Employees who work at least twenty (20) hours per week are covered from the first day they start work. Temporary Employees are covered after one hundred and eighty (180) days of continuous or cumulative employment.**
- (c) **Your benefit entitlement is based on the following sliding scale of benefits:**
- **First sixty (60) days – one hundred percent (100%) of basic salary**
 - **Next sixty (60) days – ninety (90%) of basic salary**
 - **Next sixty (60) days – eighty (80%) of basic salary**
- (d) **Benefits are reduced by the following income:**
- **benefits received under a motor vehicle insurance plan to the extent that the law does not prohibit such a deduction; and/or**

- any government benefit that the Employee may become eligible for as a result of their disability. If the disability is the result of an occupational injury or illness, Workers' Compensation benefits may be payable. In this case, benefits from the short-term disability will supplement the Workers' Compensation benefits. Short-term disability benefits will be paid to the extent necessary to provide the Employee with one hundred percent (100%) of basic salary for up to one hundred eighty (180) days provided the Employee remains entitled to Workers' Compensation benefits.
- (e) The Employee shall immediately inform the Employer if an illness or accident prevents them from working.
1. For five (5) days or less, the Employer may request a doctor's note.
 2. If the Employee is unable to report to work for more than five (5) days, short-term disability payments are dependent on evidence of disability provided by the Employee's physician, including the release of medical information on the Employee's medical condition, work capabilities and restrictions. The Employee will qualify for benefits if the medical information provided indicates inability to work. Benefits may be denied if there is insufficient information to support a claim.
 3. While on disability an Employee must be under the continuing care of a medical doctor and participate in a treatment program appropriate for the medical situation as a condition for receiving continued disability benefits.
 4. If substance abuse contributes to an Employee's disability, they may be required to participate in a substance treatment program in order to be eligible for continued benefits.
 5. The Employee is expected to reside at their normal place of residence to be available to participate in rehabilitation, alternate work opportunities, medical assessments, treatment plans, or medical appointments. The Employee must receive the Employer's approval for any absences from the Employee's city of residence on scheduled days of work.
 6. If disability benefits are terminated, the Employee is expected to return to work the first working day following the termination of benefits. The Employee may request an unpaid leave of absence while the decision to terminate benefits is being appealed.
 7. An appeal of claim denial or termination must be submitted to the Employer within thirty (30) days. In order for a claim to be reviewed, medical or claim information, not previously submitted but which might support the appeal, should be provided. The Employer will submit a written explanation of the results of the appeal.
- (f) The Employer will assist in the timely and safe return of Employees to productive, meaningful work at the earliest opportunity, and make every effort to accommodate disabled Employees.

1. When it is determined that an Employee is fit to return to work in some capacity, suitable modified work will be identified. Modified work is meant to be progressive in both hours and duties, and might include:
 - Employee's own job with reduced hours
 - A portion of Employee's own job on a full or part-time basis
 - Each case will be evaluated individually, based on the Employee's capacity and the business needs of the Employer.
 2. Participation in a Rehabilitation Program may be mandated. An Employee, who refuses to participate or withdraws prior to completion, will have short term disability benefits discontinued.
 - (g) While on short-term disability, coverage under other benefits is maintained.
- 11.02
- (a) **Maternity Leave Entitlement:** A birth mother shall be entitled to maternity leave without pay for a period not to exceed fifteen (15) weeks. Seniority will continue to accumulate during this time.
 - (b) **Benefit coverage while on Maternity Leave:** Should an Employee choose to maintain benefit coverage while on Maternity Leave, the Employee shall pay, in advance, the premiums for applicable benefits.
 - (c) **Adoption Leave:** Where an employee seeks a leave of absence for the purpose of legal adoption, the employee shall be entitled to a leave of absence without pay, not to exceed fifteen (15) weeks. The terms and conditions applicable to Adoption Leave shall be the same as those for Maternity Leave.
 - (d) **Parental Leave:** Employees, who are the parents of a newborn or recently adopted child, are eligible for a period of unpaid parental leave of up to thirty-seven (37) weeks. Parental Leave may be available during the year that the child arrives home. The terms and conditions applicable to Parental Leave shall be the same as those for Maternity and Adoption Leave.
 - (e) An Employee, upon request, may be granted leave of absence with pay for one (1) day for the purpose of attending the birth of their child, or for attending to the release from hospital of the child.
 - (f) **Family Leave:** An Employee shall be entitled to a leave of absence without pay to care for ill or elderly family members, subject to the needs of the Employer. Seniority will continue to accumulate. To continue benefits if the leave exceeds thirty (30) consecutive days, the Employee shall pay in advance the premiums for applicable benefits.
- 11.03 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.

- 11.04 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.
- 11.05 (a) In cases where serious illness, serious distress or death in the immediate family, an Employee shall be granted leave of absence with pay for **seven (7) days. Immediate family shall be defined as Spouse/Common-law Spouse, Grandparents, Parents, Brother, Sister, Son, Daughter, Grandchildren, Aunt, Uncle, Nieces, Nephews, and Fiancée; includes In-law, Step and Foster Relationships, or someone with whom the Employee has had an equivalent relationship.**
- (b) 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.
- 11.06 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.
- 11.07 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 **contacted** 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.

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 Employees shall be given written notice of layoff in accordance with the provisions of the Employment Standards Code of Alberta.
- 13.06 **Any 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) week's 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 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.
- 15.04 The parties agree that the rates of pay specified herein shall be retroactive to the expiry date of the last Agreement.
- 15.05 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.
- 15.06 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.
- 15.7 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 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.
- 16.04 Dress Code – All Employees shall wear acceptable clothing and footwear, that is neat, clean, safe and presentable.
- 16.05 Employees shall respect the confidentiality of the Employer's business.
- 16.06 Any rights and privileges at present enjoyed by Employees or mutually agreed upon thereafter, shall remain unchanged during the life of this Agreement.

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 2018 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.
- 19.04 **The Parties to this Agreement agree that amendments may be made at any time during the life of this Agreement, by mutual consent.**

ARTICLE 20 – SAFETY & WORK ENVIRONMENT

20.01 The work environment shall be ergonomically correct.

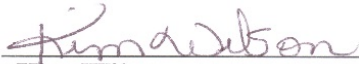
ARTICLE 21 – OPERATIONS REVIEW

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:

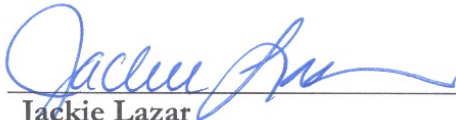
THE CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION (COPE), LOCAL 397



Kim Wilson
President



Lucille Fedkiw
Calgary Unit Chair



Jackie Lazar
Treasurer

Date: 10/5/15

LOCAL UNION 254 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS



John Briegel
Business Manager

Date: 10/5/15

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.
- **Other duties as assigned.**

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;
- **other duties as assigned.**

CASUAL/TEMPORARY

A worker who does the following under supervision:

- routine filing;
- photocopying and collating documents;
- sorting and distributing mail;
- stuffing and stamping envelopes;
- **other duties as assigned.**

APPENDIX “B”
WAGE SCHEDULE

	January 1, 2014	January 1, 2015	January 1, 2016	January 1, 2017	January 1, 2018
Office Administrator	\$ 39.28	\$ 40.65	\$ 42.08	\$ 43.55	\$ 45.07
Office Administrator – Step II (12 Months)	\$ 36.76	\$ 38.05	\$ 39.38	\$ 40.76	\$ 42.19
Office Administrator – Step I (12 Months)	\$ 34.25	\$ 35.45	\$ 36.69	\$ 37.97	\$ 39.30
Office Clerical *	\$ 32.72	\$ 33.87	\$ 35.05	\$ 36.28	\$ 37.55
Office Clerical – Step I (12 Months)	\$ 26.00	\$ 26.91	\$ 27.85	\$ 28.83	\$ 29.83
Casual/Temporary	\$ 21.74	\$ 22.50	\$ 23.28	\$ 24.10	\$ 24.94

* The Office Clerical rate of \$32.72 effective January 1, 2014 includes a Market Adjustment and the 3.5% increase for this position only.



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