



COLLECTIVE BARGAINING AGREEMENT

CDPT ~ and ~ COPE Local 397
January 1, 2017 – December 31, 2018

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

The CALGARY DISTRICT PIPE TRADES
(Hereinafter referred to as the “Employer”)

~ and ~

The CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES’ UNION, LOCAL 397
(Hereinafter referred to as the “Union”)

ARTICLE 100 – PURPOSE

- 100.1 Now, therefore, in consideration of the mutual covenants and agreement hereinafter set forth, the Employer, the Union and the bargaining representatives chosen by the Union hereby agree as follows:
- 100.2 The purpose of this Agreement is to maintain a harmonious relationship between the Employer and the Employees; to define clearly the hours of work, rate of pay and conditions of employment; to provide 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 101 – BARGAINING AUTHORITY

- 101.1 The Employer recognizes the union as the sole bargaining authority for all Employees in the office within the jurisdiction of the Canadian Office and Professional Employees Union (COPE) Local 397, Calgary and within the classification 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 whose duties are as outlined in their respective Constitutions.
- 101.2 **The Employer agrees that there shall be no discrimination or harassment with respect to terms or conditions of employment because of, but not limited to, ethnicity, colour, age, sex, marital status or family status, religion, ancestry, place of origin, place of residence, political affiliations or activities, sexual orientation, gender identity, gender expression, or any enumerated grounds 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 102 – UNION SECURITY

- 102.1 The Employer agrees that all eligible Employees shall maintain Union membership as a condition of employment. New eligible Employees who are retained beyond thirty (30) days of employment shall become a member of the Union.

- 102.2 Employees engaged on a temporary or casual basis for a period not exceeding thirty (30) days shall be hired through the Union if qualified Union members are available. Such Employees, if earning one hundred dollars (\$100.00) or more in a calendar month, shall be required to pay dues.
- 102.3 The Employer, upon Employee request, agrees to deduct the amount authorized as Union dues, Applicants Service Fees, Initiation and/or Assessments once each month and to transmit monies to the Union by the 15th of the following month together with a list of the Employees from whom such deductions were made.
- 102.4 Upon written notice from the Union that an eligible Employee fails to maintain membership in the Union by refusing to pay dues or assessments, the Employer agrees to terminate employment of the said Employee seven (7) days from date of notice.

ARTICLE 103 – REGULAR, TEMPORARY AND CASUAL EMPLOYEES

- 103.1 A Regular Employee is any person employed on a full-time permanent basis.
- 103.2 A Regular part-time Employee is any person employed on a continuing basis for less than the normal hours of work or work week. Regular part-time Employees shall be covered by all conditions of this Agreement on a pro-rata basis consistent with the time regularly employed each week.
- 103.3 A Temporary Employee is one hired by the Employer as relief for holidays, annual vacations, illness, and leaves of absence, or for a specific assignment for a specified period of time. Should employment exceed ninety (90) days the Employee shall be considered a regular Employee and shall have rights under this agreement and seniority shall date back to the original date of employment.
- 103.4 A Casual Employee is one hired by the Employer for extra or relief work on a call-in basis only and shall be guaranteed not less than four (4) hours work on each day which they are employed.
- 103.5 All new Employees except temporary or casual Employees shall be considered probationary for the first one hundred and twenty (120) days. After one hundred and twenty (120) days of employment, an Employee shall become permanent. A temporary Employee transferred to regular status shall not be required to serve a further probationary period.
- 103.6 The Employer 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 procedure of the establishment.
- 103.7 The Employer agrees, when hiring relief personnel for any regular or regular part-time Employee who is absent for an extended period of time that the relief Employee will report for training purposes prior to the commencement of the regular Employee's leave (except if the regular Employee is absent through illness), for a two (2) week training period.

ARTICLE 104 – UNION REPRESENTATION

- 104.1 The Employer shall recognize the representatives as selected by the Union for purposes of collective bargaining, agreement administration and general Union business, as the sole and exclusive representatives of all Employees within the bargaining unit as defined in Article 101 of the Agreement.
- 104.2 The representatives 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 the appropriate time for such contact before meeting the Employees.

- 104.3 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.
- 104.4 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.
- 104.5 The Employer shall not discharge, discipline or otherwise discriminate against any member of the Union for participation in or for legitimate action on behalf of the Union or for the exercise of rights provided by this Agreement.

ARTICLE 105 – WORKING HOURS

- 105.1 A regular working day shall consist of eight (8) hours between the hours of 7:30 a.m. and 4:00 p.m., five (5) days per week, Monday through Friday inclusive.
- 105.2 All Employees shall be permitted two (2) paid relief periods per day of fifteen (15) minutes each, one (1) in the morning and one (1) in the afternoon.
- 105.3 Employees required to go outside the office to do banking or other business for the Employer shall not be required to conduct this business before or after working hours or during the lunch break.
- 105.4 Employees shall be granted one (1) day off per month as scheduled. The office shall remain open five (5) days per week, Monday to Friday.
- 105.5 The office shall be open during the regular set unpaid lunch period. Employees will stagger their lunch period to provide for adequate staffing of the office throughout the working day.

ARTICLE 106 – OVERTIME

- 106.1 The first hour worked in excess of the regularly established working day will be paid at time and a half (1 ½). Any hours worked in excess of nine (9) hours a day or time worked on Employees recognized days of rest shall be paid at double time (x2)
- 106.2 All Employees required to work overtime in excess of two (2) hours shall be allowed a lunch period at the regular rate of pay.
- 106.3 Regular part-time Employees required to work additional hours over and above their regularly established hours from Monday to Friday shall be given a minimum of one (1) day's notice of the overtime required. The overtime rate of pay and conditions shall apply.
- 106.4 Employees who are called in during regular scheduled days off or vacations or who are called back to work outside the regular working day shall be given a minimum of one (1) day's notice of the overtime required. The overtime rate of pay and conditions shall apply.
- 106.5 Employees required to work on Sundays or Paid Holidays shall receive double time (x2) and in addition, shall receive a lieu day off with pay at the mutual convenience of the Employer and Employee.
- 106.6 Time off may be taken in lieu of overtime wages by mutual agreement of the Employee and Employer, at straight time.

ARTICLE 107 – PAID HOLIDAYS

107.1 The Employer agrees to provide regular full and part-time Employees with the following Holidays without loss of pay:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	½ Day Christmas Eve
Canada Day	Christmas Day
1 Day during Stampede	Boxing Day
Heritage Day	½ Day New Year's Eve Day

An Employee may combine the two (2) half days Christmas Eve and New Year's Eve for an additional day between Christmas Day and New Year's Day at the mutual convenience of the Employer and the Employee, providing the office remains open.

107.2 All general holidays proclaimed by Civic, Provincial and Federal Governments shall also be recognized as legal holidays, providing the Employee works the scheduled working day immediately before or immediately following the holiday, unless the **Employee** has prior permission or produces proof of illness for such absence **to the CDPT Designated Representative.**

107.3 When one of the above holidays fall on a regular day off the **previous or** the following working day(s) shall be observed as the holiday(s).

107.4 After one (1) year continuous service, the Employee shall be entitled to an extra two (2) day's holiday to be known as "floater holidays". Such floater holidays and one (1) day during Stampede shall be taken at the mutual convenience of the Employer and the Employee. The office shall remain open five (5) days per week, Monday to Friday.

107.5 In the event of the holidays enumerated in 107.1 above occur during the period on an Employee's annual vacation, an additional day of vacation with pay shall be allowed for each holiday so occurring.

ARTICLE 108 – ANNUAL VACATIONS

108.1 Senior Employees shall be given preference in the selection of vacation periods.

108.2 Employees with one (1) year's continuous service and less than **eight (8)** years shall be entitled to three (3) weeks annual vacation with pay.

Eight (8) to nine (9) years	– Four (4) weeks
Ten (10) to fourteen (14) years	– Four (4) weeks plus one day each year
Fifteen (15) to seventeen (17) years	– Five (5) weeks
Eighteen (18) to nineteen (19) years	– Five (5) weeks plus two days each year

Employees with twenty (20) or more years of service shall be entitled to six (6) weeks annual vacation with pay.

- 108.3 Employees disabled 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 **so long as it does not create scheduling conflicts for plans put in place to cover the Employee's vacation.** Employees fully disabled or unable to return to work due to distance or other valid excuse 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 and the remaining days of their vacation shall be taken at a time mutually convenient to the Employer and Employee.
- 108.4 An Employee with less than one (1) year's employment in any year shall be entitled to one (1) days' vacation for each month of service with a maximum of ten (10) working days with pay.
- 108.5 **An Employee shall provide a minimum of four (4) weeks' notice requesting one (1) or more weeks' vacation time and the Employer shall respond within one (1) week.**

ARTICLE 109 – MEDICAL, HOSPITALIZATION, PENSION & COMPENSATION

- 109.1 **All Calgary District Pipe Trades Employees will be covered under the Calgary District Pipe Trade's Health and Welfare Plan at the cost of the Employer.**
- 109.2 The Employer shall provide, at no cost to Employees, the equivalent Long Term Disability coverage that is available under the Health and Welfare Plan of the Calgary District Pipe Trades.
- 109.3 **The Employer has a compulsory pension plan in effect and shall pay the total cost of the premiums for all Employees. The rate of pension contribution shall be fifteen per cent (15%) of gross earnings.**
- 109.4 **To qualify for such benefit, the Employee must be in the employment of the Employer for a period of one (1) year.** Having reached this time of service, payments shall be retroactive to the date of their employment.
- 109.5 All Employees shall be covered by Workers' Compensation.

ARTICLE 110 – SICK LEAVE AND ACCIDENT BENEFITS

- 110.1 Employees shall be allowed one and one-quarter (1 ¼) day's sick leave with pay for each month worked to a maximum of fifteen (15) days. At the end of each calendar year unused accumulated sick leave is to be paid out at the regular rates of pay. A maximum of seven (7) sick leave days shall be carried over into the following year. The fifteen (15) days sick leave per year plus the previously accumulated seven (7) day carry-over to a maximum of twenty-two (22) days is cumulative per year. An Employee's unused sick leave pay out cannot exceed a maximum of fifteen (15) days per year.
- 110.2 In order to cover the waiting period for Short-Term Disability benefits, where sick day benefits equals zero (0) then the Employee would be entitled to claim regular weekly salary for a maximum of one (1) week.
- 110.3 If requested by the Employer, a Doctor's certificate must be supplied by the Employee in respect of an illness extended beyond three (3) working days.
- 110.4 Employees shall be granted extended sick leave of absence without pay for up to six (6) months with up to one (1) year of service and twelve (12) months if over one (1) year of service beyond the paid sick leave entitlement provided in **Article 110.1** during periods of lengthy illness or disability as certified by a Medical Doctor. During that period of leave beyond paid sick leave entitlement seniority shall be retained.

ARTICLE 111 – LEAVE OF ABSENCE

- 111.1 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.
- 111.2 Employees delegated to perform Union activities or appointed to act on various labour commissions or boards shall be granted a leave of absence without pay and without loss of seniority. Employees hired as full-time representatives of the Union shall be granted a leave of absence without loss of seniority **for a period of twelve (12) months.**
- 111.3 **111.3.1** In cases of death in the immediate family, an Employee shall be granted a leave of absence of five (5) days with pay. In cases where travel time is necessary for out-of-town funerals, additional time shall be allowed in accordance with distance to be traveled for up to two (2) weeks without pay.
- 111.3.2** 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:

Family Members

<u>Your Family Members</u>	<u>Family Members of your Spouse or Common-law Partner</u>
Children	Children
Wife, husband, common-law partner	
Father, mother	Father, mother (married or common law)
Father's wife, mother's husband	Father's wife, mother's husband
Common-law partner of the father or the mother	Common-law partner of the father or the mother of your spouse or common-law partner
Brothers, sisters, stepbrothers, stepsisters	Brothers, sisters, stepbrothers, stepsisters
Grandparents, step-grandparents	Grandparents
Grandchildren, their spouses or common-law partners	Grandchildren
Sons-in-law, daughters-in-law (married or common law)	Sons-in-law, daughters-in-law (married or common law)
Father-in-law, mother-in-law (married or common law)	
Brothers-in-law, sisters-in-law (married or common law)	
Uncles, aunts, their spouses or common-law partners	Uncles, aunts
Nephews, nieces, their spouses or common-law partners	Nephews, nieces
Current or former foster parents	Current or former foster parents
Current or former foster children, their spouses or common-law partners	
Current or former wards	Current or former wards
Current or former guardians, their spouses or common-law partners	

Note: A common-law partner is a person who has been living in a conjugal relationship with another person for at least a year.

- 111.4 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.
- 111.5.1 Any Employee who has completed probation shall be entitled to maternity/parental/adoption leave, without pay, for a period of up to fifty-two (52) weeks. Any Employee wishing to invoke this clause must give their Employer a minimum of one (1) month notice prior to taking the leave. In the case of adoption leave, where the Employee is unable to comply with the notice period they shall give notice equivalent to that given by the recognized adoption service. The Employee shall give the Employer notice of intention to return to work.
- 111.5.2 The Employer will continue to pay benefit premiums on behalf of the Employee for a health-related portion of their leave (seventeen (17) weeks). Parental leave shall be without pay and benefits, except for the portion of leave during which the Employee has a valid health related reason for being absent from work and is also in receipt of sick leave, EI SUB Plan benefits, weekly indemnity or LTD. The Employee has the option of maintaining their benefits at their own expense with the carrier's approval while on parental leave. The Employee will pay benefit costs in advance each month.
- 111.6 Family Leave
- 111.6.1 In case of illness affecting a family member, where the Employee has responsibility of care, the Employee shall be entitled to five (5) accumulated sick leave days per illness. 'Family member' is subject to the definition provided in Article 111.3.2.
- 111.6.2 In case of family illness, the Employee may also use accumulated sick leave credits. If requested by the Employer, a Doctor's Certificate must be supplied by the Employee in respect to an illness of a family member extending beyond three (3) working days.
- a) Employees who exhaust their sick leave credits during the course of a family illness shall be considered as remaining on sick leave without pay for the duration of the illness.
- 111.7 Critically Ill Child Care Leave
- 111.7.1 In keeping with the federal legislation, Employees shall be entitled to up to thirty-seven (37) weeks leave of absences to provide care and/or support to a gravely ill child with a significant risk of death within twenty-six (26) weeks.
- 111.7.2 An Employee who intends on applying for Employment Insurance critically ill child care leave benefits must advise the Employer at the time of application.
- 111.7.3 To be eligible, an Employee must have worked for CDPT thirteen (13) weeks in the fifty-two (52) week period immediately preceding the day the leave of absence is commenced.
- 111.7.4 An Employee who has been approved for the critically ill child care leave benefit under Employment Insurance must notify the Employer in writing of their intent to commence such leave and provide documentation confirming such approval. Upon receipt of this information, the Employee shall be granted leave without pay for not more than thirty-seven (37) weeks, which includes a two (2) week waiting period, within a fifty-two (52) week period.

- 111.7.5 a) For the purpose of this Article, child refers to biological, adopted, step child or foster child under eighteen (18) years of age.
- b) An Employee may extend a critically ill child care leave by using sick leave credits.
- 111.7.6 Upon return from critically ill child care leave, permanent Employees will be reinstated in their former job.
- 111.7.7 Upon return from critically ill child care leave, the Employee will receive the same salary and benefits as they received prior to such leave including any general salary increases and benefit changes which occurred during the period that they were on critically ill child care leave.

111.8 Special Leave

- 111.8.1 Upon application, the Employer may grant leaves of absence, without pay or without loss of seniority, for personal reasons. Such leave shall not be unreasonably withheld by the Employer.
- 111.8.2 Leave for Public Office – Upon application, Employees shall be granted leaves of absence without pay and without loss of seniority, to run for office in Federal, Provincial or Municipal elections.
- 111.8.3 Medical, Dental or Legal Appointments – Whenever possible Employees will schedule medical, dental or legal appointments outside of working hours. If the Employee is compelled to arrange medical, dental or legal appointments during working hours, they shall be allowed reasonable time off to meet such appointments.

111.9 Compassionate Leave

- 111.9.1 In keeping with federal legislation, Employees shall be entitled to up to eight (8) weeks leave of absence to provide care or support to a gravely ill family member with a significant risk of death within twenty-six (26) weeks.
- 111.9.2 An Employee who intends on applying for Employment Insurance compassionate leave benefits must advise the Employer at the time of application.
- 111.9.3 To be eligible, an Employee must have worked for CDPT thirteen (13) weeks in the fifty-two (52) week period immediately preceding the day the leave of absence is commenced.
- 111.9.4 An Employee who has been approved for the compassionate leave benefit under Employment Insurance must notify the Employer in writing of their intent to commence such leave and provide documentation confirming such approval. Upon receipt of this information, the Employee shall be granted leave without pay for not more than eight (8) weeks, which includes a two (2) week waiting period, within a twenty-six (26) week period. Leave must be taken in one (1) week blocks of time.
- 111.9.5 For the purpose of this Article, family members shall include all those identified as family members by Employment Insurance for compassionate care benefits, including same sex partners.

111.9.6 An Employee may extend a compassionate care leave by using accumulated sick leave credits as per Article 111.6.2.

111.9.7 On return from compassionate leave, permanent Employees will be reinstated in their former job.

111.9.8 Upon return from compassionate leave, the Employee will receive the same salary and benefits as they received prior to such leave including any general salary increases and benefit changes which occurred during the period that they were on compassionate leave.

111.10 Educational Leave

111.10.1 The Employer may grant an Employee who has a minimum of two (2) years of service with the Employer up to one (1) year of unpaid leave for education, subject to operational needs.

111.11 Examinations

111.11.1 Leave of absence with pay shall be granted to write exams for approved educational courses.

111.11.2 Leave of absence with pay shall be granted the day prior, for the first exam, to prepare for exams for approved educational courses.

ARTICLE 112 – JURY DUTY

112.1 The payment of full salary, **without loss of seniority and benefits**, 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 duty as a witness under subpoena. It is agreed the Employee shall return to the Employer any monies received from the Court for such duty.

ARTICLE 113 – SENIORITY

113.1 Seniority shall mean the length of continuous service with the Employer and shall be cumulative on an office-wide basis.

113.2 An Employee shall lose all seniority rights for any one or more of the following reasons:

113.2.1 Voluntary resignation.

113.2.2 Discharge for just cause.

113.2.3 Failure to return to work within ten (10) working days after being notified by registered mail unless due to illness, vacation or accident. The Employer **shall** require substantiating proof of illness or accident.

113.3 Employees retained on staff following the probationary period shall have seniority credited to date of hire.

113.4 An Employee laid off and placed on the recall list shall retain but shall not accumulate seniority during the period laid off.

113.5 A Seniority list shall be made available by the Employer at such time as may be required for the administration of the Agreement.

113.6 Any rights and privileges at present enjoyed by Employees or mutually agreed upon hereafter shall remain unchanged during the term of the Agreement.

ARTICLE 114 – MOVEMENT OF PERSONNEL VACANCIES

114.1 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.

114.2 Promotions shall be made on the basis of seniority, ability and experience. Qualifications being equal, the Employee with the greatest seniority shall be selected.

114.3 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 a lower classification with the least seniority in such classification 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 less seniority in the same or lower classification providing such Employees have the necessary qualifications and seniority.

114.4 All regular full or part-time Employees shall be given written notice of lay-off in accordance with **the Alberta Employment Standards Code**.

114.5 A regular full or part-time Employee 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 their current address or any changes.

114.6 Employees on the recall list shall have first rights to any vacancy in their 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.

114.7 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 the Agreement shall be unaffected by such layoff period.

ARTICLE 115 – DISCIPLINARY ACTION

115.1 It is hereby agreed that the Employer has the right to discharge **with** just cause. The Employer shall give written reasons on the day of discharge to the Employee with a copy to the Union.

115.2 Under normal circumstances, an Employee who becomes the subject of criticism shall be verbally warned. Should the criticism continue, the Employee shall be given a written warning with a copy to the Union.

115.3 The Union recognizes the rights of the Employer to discharge, suspend, or otherwise discipline the Employees for just cause subject to the Employee's recourse to the grievance procedure. Any warnings, whether verbal or written shall be removed from the Employee's record after one (1) consecutive year **of no further warnings** and be destroyed and not held against the Employee in any way.

115.4 Any Employee whose employment is terminated by the Employer, as set forth in Article 115.1 shall be paid vacation credits and salary due.

ARTICLE 116 – WRONGFUL DISMISSAL

116.1 If upon joint investigation by the Union and the Employer or by decision of an Arbitration Board appointed pursuant to the terms of this Agreement, it is found that an Employee has been unjustly discharged, such Employee shall be subject to the award of the Arbitration Board or pursuant to the mutual findings of the Union and the Employer, be reinstated to their former position without any loss of seniority, rank or benefits and shall be compensated by the Employer for all time lost retroactive to the date of discharge.

ARTICLE 117 – WAGES

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

117.2 Any position not covered by the wage schedule contained herein or any new position which may be established by mutual consent during the term of this Agreement shall be subject to negotiations between the Union and the Employer. In the event that the parties are unable to agree as 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 the 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 in the Agreement.

117.3 If Employees are receiving fringe benefits in excess of the rate 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.

117.4 Employees shall be paid weekly or bi-weekly by electronic deposit 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.

ARTICLE 118 – PAY PROCEDURE FOR RELIEVING

118.1 An Employee assigned to a higher job classification or who for vacation, sick leave or for other leave of absence, temporarily replaces another Employee in such higher classification shall be paid at the higher rate for the period so employed provided the Employee has the qualifications necessary and fulfills the duties of the higher job.

118.2 Employees promoted from a lower classification to a higher classification 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. Such appointment shall be subject to job and salary review after thirty (30) days.

ARTICLE 119 – GENERAL

119.1 Any Employee hired and who reports for work and is not put to work shall be guaranteed a minimum of one-half (1/2) day's pay at the applicable rate of pay.

119.2 The parties agree that the rates of pay specified herein shall be retroactive to the expiry date of the last Agreement.

- 119.3 Employees authorized by the Employer to use their own personal transportation on the Employer's business shall receive the car allowance provided for on the Canada Revenue Agency (CRA) website. It shall be the responsibility of the Employee to ensure they carry adequate business insurance. Upon confirmation that adequate business insurance is in place the Employer shall reimburse the Employee for the costs of this insurance rider. It shall be the responsibility of the Employer to provide a Non-Owned Auto Policy to protect the Employer.
- 119.4 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.
- 119.5 Employees shall not be asked to make any written statement or verbal contract which may conflict with this Agreement.
- 119.6 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 COPE Local 397 and shall remain the sole property of the Union.
- 119.7 It shall not be a violation of this Agreement or cause for discharge of any Employee in the performance of their duties to refuse to cross a legal picket line established or recognized by the Union.
- 119.8 No work shall be performed or contracted out that will affect the hours of work, pay or benefits of any Employee.
- 119.9 The Employer shall be responsible for an Employee's safe transportation home after seven (7) 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.
- 119.10 Employer will provide the Employees with a policy manual. Employees/CDPT to meet monthly on company time to assess & discuss office procedures.
- 119.11 **It is agreed to review and amend current typos, ambiguities, gender references, misnomers, etc., as appropriate, and renumber and re-letter this Collective Agreement to proper format.**

ARTICLE 120 – GRIEVANCE PROCEDURE

- 120.1 All differences between the Employer and the Union regarding the interpretation, application, operation or an alleged violation of any Article or subsection of this Agreement shall be settled without stoppage of work by procedures as hereafter provided.
- 120.2 **Where a possible violation of the Collective Agreement has occurred the Employer or the Union shall have ten (10) business days to serve notice that such possible grievance may have occurred. This will allow time to properly and efficiently gather any required information as expeditiously as possible. The Employer or Union will then have an additional fifteen (15) business days to file the official grievance.**
- 120.3 The Union or the Employer may instigate a grievance under the terms of this Agreement. If the parties fail to settle same within ten (10) working days or an extension of time mutually agreed upon, they may proceed under Article 121.1 Arbitration Board.

ARTICLE 121 – ARBITRATION BOARD

- 121.1** If the parties fail to reach an agreement under Article **120.3** within ten (10) working days they may give written notice to the other party stating the nature of the difference and require the establishment of an Arbitration Board. Such written notice must be served within ten (10) working days following completion of Article **120.3**.
- 121.2** Each party shall appoint one (1) member as its representative on the Arbitration Board within seven (7) days of such notice. The two (2) members appointed shall endeavor to select an independent Chairperson. If the two (2) members fail to select a Chairperson within five (5) days after the day on which the last of the two (2) members is appointed, they shall request the Alberta Labour Relations Board to select a Chairperson.
- 121.3** The Arbitration Board by its decision, may not change, modify or alter any of the terms of the Agreement. All differences submitted (as referred to in Article **120.3**) shall present an arbitral issue under this Agreement.
- 121.4** Each party to the difference shall bear the expense of its respective nominee to the Arbitration Board and the two (2) parties shall bear equally the expense of the Chairperson.
- 121.5** 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 122 – TECHNOLOGICAL AND PROCEDURAL CHANGES

- 122.1** In the event of technological changes the Employer agrees to discuss with the Union such changes and further agrees to offer employment to the present Employees before hiring from the outside market. The Employer further agrees to institute training programs for such Employees as are required and who wish to accept employment in these mechanized positions.


ARTICLE 123 – DURATION, TERMINATION, AND AMENDMENTS

- 123.1** This Agreement shall be in full force and effect as of the first day of January **2017** and continue in full force and effect through to the thirty-first day of December **2018** and from year to year thereafter except as hereinafter provided.
- 123.2** Either party wishing to amend or terminate this Agreement shall give notice in writing of such desire to the other party not less than thirty (30) days or more than ninety (90) days prior to the termination date of this Agreement.
- 123.3** If notice to negotiate, following any notice to terminate, has been given by either party prior to the date of such termination or if notice to amend has been given by either party, this Agreement shall remain in full force and effect during any period of negotiations even though such negotiations may extend beyond the said anniversary date or the said termination date until fourteen (14) days after the date upon which a vote is held under the provisions of the Alberta Labour Relations Code.


ARTICLE 125 – SIGNATURES

Signed on behalf of:

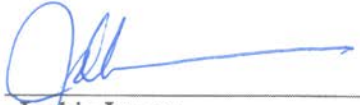
THE CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION (COPE), LOCAL 397



Kim Wilson
President



Cory Szczepanski
Union Representative



Jackie Lazar
Treasurer



Lucille Fedkiw
Calgary Unit Chair

Date: March 9, 2017


THE CALGARY DISTRICT PIPE TRADES




David Maisey
Trustee



Trevor Robertson
Trustee



John Lester
Trustee



Arnie de Roode
Trustee

Date: March 3, 2017

APPENDIX “A” – JOB DESCRIPTIONS AND WAGE SCHEDULE

CDPT BENEFITS ADMINISTRATOR

Employees who fall into this classification may perform some, or all of the duties listed below, or in some cases, may be assigned to designated functions.

POSITION SUMMARY:

- Organize and prioritize work.
- Ensure that all assigned duties are performed accurately, on time and in accordance with CDPT Board of Trustees’ policies and procedures.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

The position’s essential or most important duties and responsibilities are:

1. Operate a variety of standard office equipment and an automated benefit payment and/or remittance processing system (AS400).
2. Accurately adjudicate and process benefit entitlements, where applicable.
3. Balance, process and reconcile contributions received, and resolve issues in accordance with the procedures outlined in the Contribution Control Program, where applicable.
4. Prepare and deposit bank deposits.
5. Maintain and update Plan Member data in the PBAS AS400 system, as required, including Plan Member (i.e., eligibility, Dependents, Union status) and Employer information.
6. Maintain applicable files in good order, ensuring all outstanding correspondence, claims, Employer contributions and other related file information is tracked appropriately, including but not limited to Collective Bargaining and Reciprocal Agreements.
7. Deal promptly with incoming Plan Member calls. Resolve any Plan Member issues and ask for assistance from Supervisor, as required.
8. Assist other CDPT Administration Staff, when asked to resolve client-related issues; when necessary, refer any unresolved issues to the Supervisor.
9. Communicate with Plan Members and service providers by telephone, email, general written correspondence, and/or in person, as required, in order to:
 - answer questions and/or explain benefit entitlement/payments, verify eligibility for coverage, or provide other related information; and
 - Request additional information regarding services provided, claims submitted, and/or payments due from Members, Employers, Unions, service providers, associations and others, as assigned.
10. Prepare reports or presentation material, as assigned, ensuring accuracy and timely completion and refer to Supervisor for final review.
11. Prepare Member benefit statements, on a semi-annual and annual basis, as assigned (i.e., Health and Welfare, Pension, and T4A).

12. Ensure that all reports and statements are accurate and completed on time.
13. Provide peer review of all reports and/or draft correspondence prepared by CDPT Administration Staff.
14. Identify problems, collect data, establish facts and follow up with appropriate parties.
15. Set up new plan details into the AS400 system, as assigned, and refer to Supervisor for final review.
16. Keep updated regularly on all Plan provisions to ensure high quality processing of benefit payments and Plan Member service.
17. Identify when the automated benefit payment and/or remittance processing system (AS400) and/or other office equipment is not operating efficiently. Report any problems to the Supervisor.
18. Verify and prepare payment of invoices/expenses, including payroll, premium remittances, and other bookkeeping, as required.
19. Perform daily, weekly, monthly, semi-annually, and year-end programs (i.e., eligibility, cancellation, reinstatement, Plan Paid Coverage, School and Disability credits, Self-Pay notices and Travel Card).
20. Assist Supervisor when required and perform other duties/projects, as assigned, including assisting PBAS IT Staff with the maintenance and testing of computer systems and equipment.

COMPETENCIES:

- Is Plan Member and quality focused.
- Uses common sense and displays basic good judgement to carry out assignments accurately and on time. Respects the confidentiality of information pertinent to Fund and Plan business, Plan Members, service providers and other employees, and abides by Provincial and/or Federal Privacy Legislation and applicable requirements.
- Has knowledge of the regulations, policies and procedures to be followed.
- Is detail oriented, accurate, and has the ability to multi-task and meet deadlines.
- Has the ability to handle multiple interruptions and adjustments to priorities throughout the day.
- Has the ability to read, interpret, apply and/or provide technical information regarding benefit plans, membership data, collective agreements, procedures and claims/benefits processing. Is skilled in data processing methods, techniques, and the mathematical principles used in the calculation of claims, as required, as well as the programs used in maintaining applicable records.
- Has the ability to read and comprehend instructions, general correspondence and memos, as well as write routine correspondence, memos and reports.
- Has the ability to:
 - listen and ascertain the needs of Plan Members;
 - find and communicate accurate information concerning processes, policies and procedures; and,
 - respond to Plan Members tactfully and courteously.
- Has good interpersonal skills and has the ability to develop positive relationships with fellow CDPT Administration Staff, Plan Members, and Management.
- Has proficient ability in word processing, spreadsheet and other required applications (i.e., Word, Accpac, and Excel).

EDUCATION AND/OR EXPERIENCE:

Level of education and/or experience needed to successfully accomplish the essential duties of this job is:

- High School and two to three years' minimum related experience, and/or equivalent combination of education and experience.

CERTIFICATES, LICENSES, DESIGNATIONS:

Working towards CEBS designation (i.e., CEBS, GBA and RPA) is a requirement.

PHYSICAL DEMANDS:

- Sitting for extended periods at a work station, using computer keyboard and visual display terminal.
- Required to push, pull, lift and carry files, and, periodically, file boxes and boxes of supplies, weighing 10 – 25 pounds.
- Work involves walking, talking, hearing, using hands to operate equipment, handle files and documents, and reaching with hands and arms.

Benefits Administrator **January 1, 2017**

Wages \$ 25.89

Benefits Administrator **January 1, 2017**
With GBA or RPA designation

Wages \$ 27.58

Benefits Administrator **January 1, 2017**
With CEBS designation

Wages \$ 30.01

ADMINISTRATIVE ASSISTANT

Employees who fall into this classification may perform some, or all, of the duties listed below, or, in some cases, may be assigned to designated functions.

POSITION SUMMARY:

- Organize and prioritize work.
- Ensure that all assigned duties are performed accurately, on time, and in accordance with CDPT Board of Trustees policies and procedures.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

The position's essential or most important duties and responsibilities are:

1. Operate a variety of standard office equipment and an automated benefit payment and/or remittance processing system (PBAS AS400).
2. Accurately process benefit entitlements, where applicable.
3. Process contributions received in accordance with the procedures outlined in the Contribution Control Program, where applicable.

4. Enter data into the AS400 system, including required Member and Employer information, ensuring data entry is accurate and updated, as required. Identify errors and make necessary corrections related to assigned responsibilities. When required, request assistance from a Benefits Administrator or Supervisor.
5. Maintain applicable files in good order, ensuring all outstanding correspondence, claims, Employer contributions, and other related file information, as assigned, is tracked appropriately.
6. Deal promptly with all incoming and outgoing Plan Member calls related to assigned duties. Request assistance from a Benefits Administrator or Supervisor to resolve outstanding Plan Member issues.
7. Communicate with Plan Members by telephone, email, general written correspondence, and/or in person, as assigned, in order to:
 - answer questions and/or explain benefit entitlement/payments, verify eligibility for coverage, or provide other related information; and
 - request additional information regarding services provided, claims submitted, and/or payments due.
8. Keep updated regularly on Plan provisions, including coverage and entitlements, to ensure high-quality processing of benefit payments and Plan Member service.
9. Assist with other duties and/or projects as assigned.
10. Distribute incoming and prepare outgoing mail.

COMPETENCIES:

- Is Plan Member and quality focused.
- Uses common sense and displays good judgement to carry out assignments accurately and on time.
- Respects the confidentiality of information pertaining to Fund and Plan business, Plan Members and their Dependents, suppliers and other Employees, and abides by the Provincial and/or Federal Privacy Legislation and requirements.
- Is detail oriented, accurate and consistently meets deadlines.
- Is skilled at using basic data processing methods, techniques, and basic mathematical principles used in the calculation of claims, as required, and the programs used in maintaining benefit records.
- Performs word processing, spreadsheet, and AS400 applications confidently, with minimal supervision.
- Has the ability to read and comprehend instructions, short correspondence and memos, as well as write routine correspondence.
- Has the ability to listen and determine the needs of Plan Members and responds tactfully and courteously.
- Has the ability to handle multiple interruptions and adjustments to priorities throughout the day.

EDUCATION AND/OR EXPERIENCE

Level of education and/or experience needed to successfully accomplish the essential duties of the job is:

- High School diploma and one to two years related experience, and/or equivalent combination of education and experience.

CERTIFICATES, LICENSES, DESIGNATIONS

- Working towards CEBS designation (i.e., CEBS, GBA, and RPA) is an asset.

PSYCHICAL DEMANDS

- Sitting for extended periods at a work station, using computer keyboard and visual display terminal.
- Pushing, pulling, lifting and carrying files, and periodically, file boxes and boxes of supplies, weighing 10 – 25 pounds.

- Walking, talking, hearing, using hands to operate equipment, handling files and documents, and, reaching with hands and arms.

Administrative Assistant **January 1, 2017**

Wages **\$ 21.73**

CLERK-CASUAL

A worker who does the following under supervision:

Routine filing, filing maintenance, opening, sorting and distribution of mail, stuffing and stamping envelopes, photo-copying, collating agreements and booklets.

Clerk-Casual **January 1, 2017**

Wages **\$ 15.86**

Agreement to provide that if an Employee is receiving a wage rate in excess of the rates herein contained such wage rates shall not be reduced by reason of signing of this Agreement.

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