

AGREEMENT

between

**THE ALBERTA REGIONAL COUNCIL OF CARPENTERS
AND ALLIED WORKERS**
(hereinafter referred to as the “Employer”)

Employing staff in following offices
MILLWRIGHT LOCAL UNION 1460
CARPENTER LOCAL UNION 1325
15210 123 Ave
Edmonton, AB T5V 0A3

CARPENTER LOCAL UNION 1325
165-101 Signal Road
Fort McMurray, AB T9H 4N6

CARPENTER LOCAL UNION 2103
2626 23 Street NE
Calgary, AB T2E 8L2

INDUSTRIAL LOCAL UNION 2010
2626 23 Street NE
Calgary, AB T2E 8L2

and

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES
UNION, LOCAL 458, EDMONTON**
(hereinafter referred to as the “Union”)

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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 grievances and/or differences which may from time to time arise; to promote the mutual interest of the employer and the employees and to promote and maintain such conditions of employment.

Article 2 – Recognition

- 2.01 The employer recognizes the union as the sole bargaining authority for all employees within the jurisdiction of the Canadian Office and Professional Employees Union, Local 458, and within the classification of office and clerical workers as listed in Appendix “A” attached, or within such new classifications as may from time to time be agreed to and established by the parties. It is agreed that this Agreement shall not apply to any elected or appointed Officer, Business Agent, or Organizer of the employer and whose duties are outlined in their respective constitution and the Regional Council ByLaws.

Article 3 – Terms of Agreement

- 3.01 This agreement shall be in full force and effect as of the first (1st) day of July 2014 and continue through to the thirtieth (30th) day of June 2017 and from year to year thereafter except as hereinafter provided.
- 3.02 Either party wishing to amend or terminate this Agreement shall give notice in writing to the other party not less than sixty (60) days and no more than one hundred and twenty (120) days prior to the anniversary date of this agreement.
- 3.03 If notice to bargain has been given by either party, this Agreement shall remain in full force and effect up to the date that the union or the employer commences a legal strike or lock-out or until the effective date of a new agreement.

Article 4 – Union Security

- 4.01 The employer agrees that all eligible employees shall maintain union membership as a condition of employment. New employees who are retained beyond thirty (30) days employment shall become members in good standing with the union.
- 4.02 All new employees engaged on a full time permanent, part time permanent, or temporary basis must be members of the union and must be hired through the office of the Canadian Office and Professional Employees Union, Local 458. If the union is unable to supply qualified personnel within forty-eight (48) hours, (excluding Saturdays, Sundays, and holidays) after the request is made, employees may be hired from elsewhere.

- 4.03 Employees hired on a temporary or casual basis not exceeding thirty (30) calendar days shall not be required to join the Union, but must pay a permit fee of one (1) months dues if working more than thirty five (35) hours in any one (1) calendar month.
- 4.04 The employer, when requested by the employee, agrees to deduct the amount authorized as union dues, applicant permit fees, initiations and/or assessments each month and to remit monies collected to the Secretary Treasurer of the local union by the fifteenth (15th) day of the following month with a list of employees from whom such deductions were made.
- 4.05 Upon written notice from the union that an eligible employee fails to join and maintain membership in the union by refusing to pay dues and assessments, the employer agrees to terminate employment of said employee seven (7) days from date of notice.

Article 5 – Management Rights

- 5.01 The union recognizes the right of the employer to manage the offices and direct the work force in accordance with the collective agreement. This will include the right to hire, promote, or discharge any employee for just cause, and further recognizes the right of the employer to operate and manage its business in accordance with its commitments and responsibilities in accordance with the terms of this collective agreement, except as expressly provided herein or by statute. The employer is deemed to have retained the traditional rights of management.

Article 6 – Discrimination and Harassment

- 6.01 The Employer and the Union agree that there shall be no discrimination exercised or practiced with respect to any employee in the matter of hiring, assigning wage rate, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge or any other action by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, gender, marital or parental status, family relationship, place of residence, handicap, nor by reason of membership or activity in the Union.
- 6.02 The union and the employer jointly recognize the right of employees to work in an environment free from harassment and the employer undertakes to discipline any person employed by the employer engaging in the harassment of another employee.

The parties have agreed to, and support, the anti-harassment policy as spelled out in Appendix C. This policy defines harassment and offers a complaint investigation process for resolving issues in a respectful and timely manner without resorting to the grievance procedure. Failure to resolve the issue using this investigative process shall not preclude the use of the grievance procedure. Every attempt will be made by the employer, the union and individuals involved to resolve the issue in the best interests of all affected parties.

Article 7 – Definition of Employee

- 7.01 Permanent Employees

- (a) A permanent full time employee is a person hired to work full time hours on a continuing basis and who has completed the probationary period.
- (b) A permanent part time employee is a person hired to work less than full time hours on a continuing basis and who has completed the probationary period.
- (c) Permanent full time and permanent part time employees shall be covered by all the terms and conditions of this collective agreement.

7.02 Temporary Employees

A temporary employee is hired to carry out a short-term job for a specific period of time. Should employment exceed the full time equivalent of 65 working days (455 hours), the employee shall be considered permanent (full time or part time), and shall have all rights under this agreement and seniority backdated to the original date of hire.

Temporary employees shall be covered by all provisions of this collective agreement except for Health and Welfare and Pension benefits.

7.03 Casual Employees

Casual employees shall be those employees hired for extra or relief work on a call in basis only and will be guaranteed not less than three (3) hours of work on each day which they are employed.

7.04 All new employees, except casual, shall be considered probationary for the first full time equivalent of 65 working days (455 hours) of employment, after which time an employee shall become permanent. A temporary employee transferred to permanent status shall not be required to serve a further probationary period.

7.05 The employer and/or their designate will inform the employees of the duties and responsibilities they are expected to perform and from whom they shall receive their instructions. The employer is responsible for issuing the policies and procedures of the Regional Council to the employees.

Article 8 – Union Representation

8.01 The employer agrees to recognize union representatives for the purposes of collective bargaining, collective agreement administration, and general union business and further the employer recognizes the union representatives as the sole and exclusive representatives of all the employees within the scope of the bargaining unit.

8.02 The union agrees to notify the Regional Council on an annual basis or following a union election, of the representatives of the union covered by Article 8.01.

- 8.03 The representatives of the union shall have the right to contact members of the bargaining unit at their place of employment on matters respecting the collective agreement or its administration. The union shall obtain authorization from the employer prior to any meetings of the union representatives and union members during working hours.
- 8.04 The union may elect or appoint an office steward as spokesperson at the work site and will be recognized in that capacity by the employer. The steward shall not be discriminated against for carrying out duties associated with the position. The union shall inform the employer of the name of the office steward.
- 8.05 The office steward may, within reason, investigate and process grievances or confer with representatives of the union during working hours without loss of pay. Where possible, the steward shall obtain permission from the employer before leaving their immediate work area for such purposes and permission shall not be unreasonably denied.
- 8.06 The employer shall not without just cause, 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 exercising rights provided for in this agreement.
- 8.07 Employees delegated to attend to union business or functions outside of the workplace will be granted leave of absence without pay provided fifteen working (15) days notice is provided to the employer.
- 8.08 Time off without loss of pay shall be provided for two authorized representatives from the bargaining unit to negotiate the collective agreement up to and including mediation.

Article 9 – Hours of Work

- 9.01 The regular working day for all permanent full time employees shall consist of seven (7.5) and one half hours per day, between the hours of eight (8:00) am and four-thirty (4:30) pm, five (5) days per week Monday through Friday inclusive. A half hour unpaid lunch break will be provided. Unless otherwise mutually agreed between the employer and employee, lunch will be between 12:00 and 12:30 pm.
- 9.02 The employer may by mutual agreement with the employee vary start and quit times up to one hour earlier.
- 9.03 Employees required to perform outside office functions, such as banking, as part of their duties shall do so during the regular working day, excluding the lunch break.
- 9.04 Two relief periods of fifteen (15) minutes, one in the morning and one in the afternoon, will be provided per day. Employees must schedule breaks so as to ensure coverage in the office and front counter at all times during business hours.
- 9.05 The union agrees that the provision of the lunch break and the two coffee breaks removes any necessity for the employee to consume meals at their workstation during working hours and in public view.

- 9.06 Time spent on travel authorized by the Employer shall be considered time worked and paid at straight time rates.

Article 10 – Overtime

- 10.01 All time worked in excess of the regular established workday shall be considered overtime and paid at the rate of one and one half times (1½) the employee's regular rate for the first two (2) hours. Permanent part time employees shall have worked 37.5 hours during the regular workweek to be eligible for these overtime provisions. All hours worked in excess of the two (2) hours on a regular day or work performed on Saturdays, Sundays, or Statutory Holidays, shall be paid at two (2) times the employee's regular rate.
- 10.02 All employees required to work overtime in excess of two (2) hours shall be allowed a one half (½) hour lunch period at the regular rate of pay.
- 10.03 Employees may take time off in lieu of overtime worked at the rate of one and one half (1½) hours per every overtime hour worked. Time off in lieu of overtime shall be mutually agreed to between the employer and employee. Banked overtime for lieu purposes will not be accumulated beyond twelve calendar months. Outstanding overtime will be paid out at year-end at the rate applicable at the time the overtime was worked.
- 10.04 Employees who are called to work during regular scheduled days off, vacations, or outside of the normal working day, shall receive a minimum of two (2) hours pay at two (2) times the employee's regular rate of pay provided the employee reports to work as requested.
- 10.05 Unauthorized work hours outside of the normal day will not be recognized as overtime unless authorized by the Executive Secretary and/or their designate. Employees will, whenever possible, notify the Employer of the need to work overtime and the reasons why.
- 10.06 Overtime unless scheduled the previous workday shall be on a voluntary basis.

Article 11 – Vacations

- 11.01 Temporary Employees and/or Employees whose employment is severed prior to a year's service shall receive a percentage as set out in Employment Standards Code.
- 11.02 Senior employees shall be given preference in the selection of vacation periods. Vacation and length of vacation will be taken at a time mutually agreeable between the employer and employee.
- 11.03 Vacations will be accrued from employment start date to employment anniversary date. Any time off requested prior to the employee's first anniversary date must be agreed to by the employer under Article 11.04 and any additional time taken in excess of the employee's accrued vacation will be deemed unpaid leave.

- 11.04 Earned vacation must be taken in the anniversary year following date of accrual. Employees wanting to bank vacation to be used in the following year must first obtain approval from the employer. The employee is obligated to provide full and sufficient notice. The employer retains the right to determine if the banking of vacation weeks should be provided for.
- 11.05 Employees who have completed less than one (1) year of continuous service shall be entitled to pro-rated paid vacation at their regular rate of pay. Pro-rated vacation taken during the first year shall be deducted from the subsequent year's entitlement.
- Employees who have completed one (1) or more years of continuous service shall be entitled to three (3) weeks paid vacation at their regular weekly rate.
- Employees who have completed six (6) or more years of continuous service shall be entitled to four (4) weeks paid vacation at their regular weekly rate.
- Employees who have completed twelve (12) or more years of continuous service shall be entitled to five (5) weeks paid vacation at their regular weekly rate.
- Employees who have completed twenty (20) or more years of continuous service shall be entitled to six (6) weeks paid vacation at their regular weekly rate.
- 11.06 Upon quitting or termination of employment all earned vacation shall be pro-rated and paid out at the employee's regular rate of pay.
- 11.07 Temporary employees and/or employees whose employment has been severed prior to completing one full year of service shall receive six (6%) percent of gross earnings.
- 11.08 Where an Employee qualifies for sick leave (with medical certificate), bereavement leave (as per Article 16.03), or any other approved leave during his/her period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the Employee's option.

Article 12 – Statutory Holidays

- 12.01 The employer agrees to provide all employees with the exception of casual employees with the following statutory holidays without loss of pay; providing the employee works the scheduled working days both preceding and following the statutory holiday. If an employee is absent due to illness and satisfactory proof is provided to the employer the employee will be deemed to have worked on both days.

New Year's Day
 Alberta Family Day
 Good Friday

August Civic Holiday
 Thanksgiving Day
 Remembrance Day

Victoria Day
 Floating Day

Canada Day
Labour Day

Christmas Day
Boxing Day

And any other day that may be deemed as a legal holiday by the Federal, Civic, or Provincial Governments and any other Statutory Holidays agreed upon in the Alberta Provincial Carpenters Collective Agreement.

- 12.02 When any of the statutory holidays outlined in Article 12.01 fall on a regular day off, the following working day(s) shall be observed as the holiday(s). In the event construction sites and similarly the union offices observe working day(s) preceding the statutory holiday(s) as statutory holidays, they may observe those days providing there is mutual agreement between the employer and employees.
- 12.03 In the event any of the statutory holidays outlined in Article 12.01 occur during an employee's vacation period an additional day's vacation with pay shall be allowed for each holiday so occurring.

Article 13 – Health and Wellness

- 13.01 The employer agrees to cover all permanent part-time and permanent full time employees under the Provincial Carpenter Health and Wellness Plan or the Millwrights Health and Welfare Plan (whichever is applicable) at no cost to the employee. The employer agrees to be bound to the same terms and conditions as a contributing employer as laid out in the Health and Wellness Trust Agreement and Alberta Carpenters Provincial Collective Agreement and the Millwrights Health and Welfare Plan. All remittances will be paid retroactively upon completion of the probationary period. The Employer agrees to remit a minimum of 120 hours per month to the Carpenters Health and Wellness Plan for those permanent part-time Employees covered. Should the Millwrights office have permanent part-time Employees, the minimum contributions will be made to the Millwrights Health and Welfare Plan to ensure coverage.
- 13.02 In the event the Provincial Carpenters Health and Wellness Plan or the Millwright Health and Welfare Plan ceases to exist, the employer will pay the employee's contributions to an equal or better plan to ensure continuous Health and Welfare coverage as previously received under the Carpenters or Millwrights plan.

Article 14 – Pension Plan

- 14.01 All permanent part-time and permanent full-time employees in Carpenter union offices shall be covered under the Alberta Carpenters Pension Plan. The employer agrees to pay contributions based on 2025 hours per year, to the respective plan and agrees to be bound to the same terms and conditions as a contributory employer and in accordance with the appropriate trust agreement(s). All remittances will be paid retroactively upon completion of the probationary period. For permanent part-time Employees contributions will be based on hours worked.

The Employer will include on each weekly pay to employees in Millwright union office, a Registered Retirement Savings Plan contribution equal to the hourly rate of the Millwrights Pension contribution. The employer agrees to pay contributions based on 2025 hours per year, to the respective plan and agrees to be bound to the same terms and conditions as a contributory employer and in accordance with the appropriate trust agreement(s). All remittances will be paid retroactively upon completion of the probationary period. For permanent part-time Employees contributions will be based on hours worked.

Article 15 – Sickness and Accident Benefits

- 15.01 Employees shall receive one (1) day sick leave with pay for each month employed, with the exception of unpaid leaves, up to a maximum of twenty-four (24) sick days. Such sick leave is to be used for a period of sickness, disability, medical or dental examinations. A Doctor's certificate must be supplied by the employee in respect of an illness extending beyond three working days, unless waived by the employer. Any accrued sick leave requested to be paid out at the end of the calendar year or upon termination of employment will be paid at a rate of fifty percent (50%) of the employee's regular rate of pay. Pay out of unused portion of sick days can be waived if employee wishes to carry over twelve (12) sick days, to the following year, up to a maximum accrual of twenty-four (24) sick days.
- 15.02 Employees shall be granted sick leave absences without pay for up to three (3) months after one (1) year of service and six (6) months with more than four (4) years of service for periods of lengthy illness or disability as certified by a Medical Doctor. Seniority shall accumulate for one (1) month during the three (3) month leave and accumulate for three (3) months for the (6) six month leave.
- 15.03 The above mentioned sick leave will not be used in cases where illness or disability is covered by Workers' Compensation.

Article 16 – Leaves of Absence

- 16.01 Employees delegated to perform union activities or appointed to act on various Labour commissions or Boards shall, with the approval of the Employer, be granted a leave of absence without loss of seniority. Payment of wages will be the difference on the amount of wages, honorariums, or stipends received while in the course of the activities defined. Benefit contributions will continue to be paid by the Employer except when the employee is working within the employ of COPE. Employees hired as full time representatives of COPE shall be granted a leave of absence for up to six (6) months. Seniority will be retained, but not accumulated.
- 16.02 Any employee may apply for and where possible be granted a leave of absence of up to six (6) months without pay for reasons other than sickness, providing the employer grants such leave in writing. In the event the employer agrees to a six (6) month leave of absence, seniority for the employee will be retained, but not accumulated.
- 16.03 In the event of a death in the immediate family an employee shall be granted the following:

Five (5) days bereavement leave with pay for a spouse, common law spouse, son, daughter, grandparent, parent, parent of spouse/common law spouse, brother, sister, or grandchild.

In situations where travelling is necessary for out of town funerals, additional time shall be allowed in accordance with the distance to be traveled, up to two (2) weeks without pay. Such leave of absence shall not be charged against sick leave, holiday entitlements or other acquired time off.

- 16.04 The employer may grant a leave of absence to attend funeral services of any persons related more distantly than those above or close personal friends provided reasonable notice is given. This leave will be without pay. The Employer has the right to request proof of the employee's relationship with the deceased and/or verification of funeral service attendance.
- 16.05 All employees who have completed one year of continuous service shall be entitled to maternity/paternity/adoption leave without pay for a period of one (1) year. The employee may have the option of returning to work provided the employee provides a certificate from their Doctor stating that they are physically and mentally fit to return to work. An employee is required to notify the employer fifteen (15) working days in advance of her intentions to return to work. During the period of leave seniority will be accumulated.
- 16.06 All employees shall be entitled to compassionate leave for up to a maximum of six (6) weeks in accordance with the compassionate care provisions of the EI Act. Prior to accessing EI compassionate care benefits all employees shall be entitled to use up to fifty percent (50%) of their unused sick leave for compassionate care. During the periods of leave seniority will be accumulated.
- 16.07 When an employee is granted extended sick leave or maternity leave, the employer agrees to continue contributing the minimum numbers of required hours to ensure the employee is eligible for Health and Wellness coverage.
- 16.08 The employee may apply for personal leave without pay as outlined in 16.02 following the death of any relative. Such request shall not be unreasonably denied.

Article 17 – Seniority

- 17.01 Seniority shall mean the length of continuous service with the employer and shall be cumulative on an office wide basis.
- 17.02 An employee shall lose all seniority rights for any one of the following reasons:
- a) Voluntary resignation
 - b) Discharge for just cause
 - c) Failure to return to work within five (5) working days after being notified by registered mail, unless failure to return to work is because of illness or accident. In this instance the employer may require a Doctor's certificate.

- 17.03 Employees retained on staff following their probationary period shall have their seniority credited back to the date of hire.
- 17.04 An employee laid off and placed on the recall list will retain but not accumulate seniority during the period of lay off.
- 17.05 Seniority lists will be made available semi-annually at the request of an employee.
- 17.06 The employer shall in all cases of layoff or recall give consideration to the seniority of employees, ability and experience.
- 17.07 All employees who are laid off due to lack of work or redundancy and placed on the recall list for twelve (12) months or less shall have first rights to be considered for any vacancy that may occur providing they have the required experience.
- 17.08 Employees who are laid off after five (5) years of service shall be entitled to severance pay at the rate of one week's wages for each year of employment.

Article 18 – Witness or Jury Duty

- 18.01 Employees selected for jury duty or subpoenaed as a witness will be paid full wages, up to a maximum of fifteen (15) working days, as though in the normal course of their duties. The employee will reimburse the employer for all monies received by the courts or tribunal for such duties. Proof of attendance may be required.

When jury duty or a court appearance exceeds fifteen (15) working days, employees have the option of using their unused sick leave benefits to cover lost wages.

Article 19 – Movement of Personnel

- 19.01 The employer agrees to first fill job vacancies or new positions from within the bargaining unit. The job shall be posted for a period of five (5) working days within the offices of the employer to allow current employees, who have the required qualifications the opportunity to apply for the vacant position. In the event qualifications are equal, seniority will prevail.
- 19.02 In the event that a position is not filled as in 19.01, the employer shall consider employees on recall. If there is no available employee from previous layoff that qualifies or applies, notice of the vacancy or new position shall be submitted in writing to the Secretary Treasurer of the Union to provide available union members within two (2) working days. If the union cannot supply persons with the necessary qualifications, then the employer has the right to hire outside of the union.
- 19.03 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. Employees with greater seniority may displace an employee in a lower or same classification providing they have the experience

and qualifications to perform the job. Employees who are displaced from their jobs as a result of a bump back may themselves move back and bump employees in the same or lower classifications providing they have greater seniority and the necessary experience and qualifications to perform the job. Bumping employees securing lower classification positions will be paid the rate for the lower position.

- 19.04 All notices, and postings of vacancies or new positions, shall contain the following information:
- Job title and classification
 - Required qualifications
 - Duties of the position
 - Salary/benefits as per collective agreement
 - Hours of work
 - Term of employment

Article 20 – Grievance Procedure

- 20.01 In the event that either the employer or the union wish to process a grievance covering the interpretation, application, operation or an alleged violation of this agreement, they will reduce the complaint to writing and it shall then be submitted by the one party to the other within five (5) working days of the event giving rise to the grievance.
- 20.02 If the complaint is not settled within (5) working days after it was first filed, the parties may mutually agree to extend the time period for a further ten (10) working days in order to effect a settlement.
- 20.03 If the alleged grievance is not settled as in Article 20.02 the parties shall refer the dispute to an Arbitration Board. The Arbitration Board shall be comprised of one (1) member appointed by each of the parties and a neutral chairperson appointed by the members. Each party shall bear the expense of their appointee and the expense of the chairperson shall be shared equally by the parties. The decision of the Arbitration Board shall be final and binding on both parties.
- 20.04 If either party fails to appoint a member to the arbitration board within ten (10) working days or if the appointed members cannot agree on a neutral chairperson within fourteen (14) days of the second member such appointments will be made in accordance with the Alberta Labour Relations Code.
- 20.05 The Arbitration Board shall be vested with the authority to decide whether any matters referred to it is arbitrable. It shall not alter, amend, or change the terms of this agreement. The majority decision of the Arbitration Board shall be final and binding on both parties but if there is no majority award the decision of the Chairperson shall be the award.
- 20.06 By mutual written consent the foregoing time limits may be extended.

- 20.07 As an alternate procedure the parties to this agreement may mutually agree to a mediator or single arbitrator. The decision of the single mediator or arbitrator shall be final and binding on both parties, and either the arbitrator or mediator must be appointed within ten (10) days as in Article 20.04.

Article 21 – Union Label

- 21.01 The employee agrees that wherever reasonably possible to do so, all work within the scope of this agreement will be with the union label furnished by COPE, and that the privilege of using the union label will be extended by the union providing the employer fulfills the terms and conditions of this agreement.

Article 22 – Pay Days

- 22.01 Employees shall be classified in accordance with the qualification, skill and experience required and shall be paid not less than the minimum weekly or hourly rate for such category in accordance with Appendix B which is attached hereto and made part of this agreement.
- 22.02 The parties agree that the terms and conditions and the rates of pay specified in this collective agreement shall be retroactive to the expiry date of the last agreement.
- 22.03 An employee who has retired or severed their employment between the termination date of this agreement and the ratification of the new agreement shall receive the full retroactivity of any increase in wages, salaries or other benefits, provided written application is given to the employer. The employer shall make every reasonable effort to contact past employees.
- 22.04 Employees shall be paid weekly or bi-weekly as determined by the employer. Wages shall be deposited directly into the employee's bank account of choice. If a payday falls on a holiday or non-working day, payday shall be advanced to the day before the holiday or the last banking day.

Article 23 – Pay Procedure for Relieving

- 23.01 When an employee is assigned by management to relieve an employee from a higher classification for a period exceeding five (5) full time working days, they shall be paid the wage rate for that classification, provided they can fulfill the qualifications and subject to probationary review after thirty (30) working days. The employee will receive the higher classification pay for the time worked in that position.

Article 24 – Pay Procedure for Promotion

- 24.01 When an employee is promoted from a lower classification to a higher classification they shall be paid the appropriate rate for that classification, provided they can fulfill the qualifications and subject to probationary review after thirty (30) working days.

Article 25 – Warnings, Discipline and Dismissals

- 25.01 The union agrees that the employer has the right to discharge for just cause. At the time of discharge the employer will advise both the employee and the union in writing of reasons for discharge.
- 25.02 The union recognizes the rights of the employer to warn, suspend, and discharge an employee through a progressive discipline procedure, subject to the employee's right to the grievance procedure.
- 25.03 Any warnings, written or verbal, shall be removed from the employee's personnel file after one (1) year, and not be held against the employee in the future.
- 25.04 The Employer agrees that the Employee has the right to review their personnel file upon request.
- 25.05 The Union reserves the right for an employee to have the Steward or representative of the union present at a disciplinary meeting, and both parties will endeavour to expedite the meeting.

Article 26 – General

- 26.01 All Employees will be assigned parking stalls; with plug-ins provided, at no cost to the Employee.
- 26.02 Any Employee responsible for duties for the Employer outside the office shall be reimbursed at the applicable rate in accordance with the Carpenters Provincial Collective Agreement, when using their own vehicle for travel.
- 26.03 A suitable area shall be provided by the Employer for the purpose of taking lunch and relief periods.
- 26.04 Where the Employer requires an Employee to take training to facilitate the use of new office hardware, software, or office equipment, the Employee will access the training during working hours and at the Employer's expense.
- 26.05 Where an Employee is require to work away from the normal workplace, the Employee shall be entitled to daily per diem as per Operating Policies, and reimbursed for related costs such as overnight accommodation, parking, etc.
- 26.06 Employees shall not be required to use their own vehicle for any business on behalf of the Employer. If Employee vehicle is used for any business on behalf of the Employer the Employee shall be reimbursed for the cost of the Business Insurance Rider for their auto insurance policy.

Appendix A – Employee Classifications

Dispatch Office Relief/Union Education Assistance

Works using own initiative with minimal supervision. Organizes and prioritizes own workload. Uses sound judgment and is able to make independent decisions. Reports to: Executive Secretary Treasurer and/or their designate.

Duties include but are not limited to:

DISPATCH OFFICE RELIEF

- Transcribing
- Answer all calls and direct to area of responsibility
- Word processing
- Create and maintain efficient filing system related to dispatch
- Produce correspondence for Dispatcher, Business Agents and members
- Contact other locals' staff for member information prior to dispatch
- Assist in sign-up information data entry
- Maintain and process members skill data for dispatch
- Post and maintain company and site restrictions for dispatch

UNION EDUCATION ASSISTANCE

- Organize all applications including Webmaster by skill and location
- Review applications to determine qualifications for pre-testing or orientation
- Create and maintain database related to membership applications
- Respond to applicant inquiries
- Facilitate entrance exams and course scheduling
- Contact all applicants to Locals 2103 and 1325 and follow-up regarding status
- Prepare testing and orientation packages
- Collect and organize new member documentation
- Produce photo ID cards
- Document processing
- Create reports and class lists

The support staff member identified by this position description is paid in accordance with **Appendix B – Level 3**.

Receptionist/Cashier

Works under minimal supervision and is able to organize and prioritize own workload.
Reports to: Executive Secretary Treasurer and/or their designate.

Duties include but are not limited to the following:

ADMINISTRATION SERVICES

- Membership queries /front counter
- Telephone reception and distribution of calls
- Distribution of mail and facsimile correspondence
- Receive over the counter membership dues payments
- Process monthly dues from contractors
- Word processing
- Produce correspondence for Business agents and Members
- Create and maintain efficient filing system
- Monthly inventory count and balancing
- Check members dues status on Steward reports and issue memo to agents

MEMBERSHIP MAINTENANCE

- Initiation / transfer processing
- Continuity and withdrawal requests and related paperwork
- New member sign up

ACCOUNTING

- Accounts receivable
- Preparation of reports
- Daily balancing and deposit preparation
- NSF follow up
- Additional training may be requested

The support staff member identified by this position description is paid in accordance with **Appendix B – Level 3.**

Dispatch Assistant

Works under minimal supervision at the Regional Council dispatch office and is able to organize and prioritize own workload.

Reports to: Executive Secretary Treasurer and/or their designate

Duties include but are not limited to:

ADMINISTRATION SERVICES

- Transcribing
- Answer all calls and direct to area of responsibility
- Maintains RSAP database
- Word processing
- Create and maintain efficient filing system related to dispatch and permits
- Produce correspondence for Dispatcher, Business agents and members
- Contact other Locals staff for member information prior to dispatch
- Maintain and process members skill data for dispatch
- Post and maintain company and site restrictions for dispatch
- Set and maintain database for permit members (to ensure information is correct and updated)
- Vacation relief for Regional Council Administrative Assistant

The support staff member identified by this position description is paid in accordance with **Appendix B – Level 4.**

Local Union Accounting Clerk

Works with minimal supervision at the Carpenters Local Union office, is capable of using own judgment, able to make independent decisions.

Reports to: Executive Secretary Treasurer and/or their designate.

Duties include but are not limited to:

ADMINISTRATION SERVICES

- Front counter/phone relief during breaks and busy periods
- Word processing
- Processing mail through postage machine
- Create and maintain efficient filing system related to accounting
- Produce correspondence for Business agents and members
- Vacation relief for receptionist/cashier
- Process members requests for webpage password creation
- Produce rejection letter for Union Educator/recruiter
- Special projects as requested
- Process monthly dues from contractors

ACCOUNTING

- Prepare accounting statements and financial reports
- Accounts payable
- Posting accounts receivable into accounting software
- Bank Reconciliation for General Fund, Building & Benevolent Fund, Bursary Account
- Hall rental invoicing and receivables
- Local 1325 inventory spreadsheet maintenance, monthly spreadsheets and reporting
- Preparation for annual audit by accountant

MEMBERSHIP MAINTENANCE

- Posting monthly working dues for roofers
- Print arrears reports
- Generate and send arrears/suspension notices to members
- Print ID cards received by email
- Year end tax receipts and T4A's related to bursary

The support staff member identified by this position description is paid in accordance with **Appendix B – Level 4.**

Millwrights Training Administrator

Works with minimal supervision at the Millwrights Local Union office, is capable of using own judgment, able to make independent decisions.

Reports to: Executive Secretary Treasurer and/or their designate

Duties include but are not limited to:

EDUCATION & TRAINING

- Plans training calendar for year with Training Co-Coordinator.
- Responsible for the planning, administration and logistics of training courses for members.
- Schedules classes based on knowledge of identified training needs. Organizes logistics for these sessions (e.g. schedules instructors, facilities).
- Orders and prepares training materials for classes.
- Maintains course rosters for all scheduled courses and ensures instructors have an up-to-date roster before the course starts.
- Enters student attendance records into computer database.
- Requests LOA and Gas Allowance for qualifying members attending training courses and forwards funds to members.
- Tracks member's eligibility on database for attending training courses at Las Vegas Training Center.
- Co-ordinates booking members into Las Vegas Training Center Courses, forwards required documentation to members for travel arrangements.
- Designed and maintains database for tracking WCB hours for Training Center.
- Designated Trainer for the OSSA Regional Orientation Program.

MEMBERSHIP & APPRENTICESHIP

- Designed and maintains database to track apprentices during probationary period and ensures proper documentation is in place. Consults with business representatives as to eligibility for membership.
- Contacts probationary apprentices and permit workers to offer membership with local.
- Requests Education Allowance and 2 months dues for Apprentices while attending post secondary and forwards funds to members.

ADMINISTRATIVE

- Maintain Jurisdictional files.
- Assess eligibility and issue voucher for member's receiving Journeyman Jackets.
- Reviews Job Steward List with Dispatcher on a quarterly basis and request dues payment from Regional Council. Upon receipt of cheque applies payments to ULTRA and sends receipt to member.
- Send Arrears and Suspension notices to members on a monthly basis.
- Membership processing including new member initiations and transfers.

OTHER DUTIES

- Ordering marketing and other promotional materials such as hoodies, jackets, stickers etc.
- Preparing promotional marketing packages for potential and existing contractors.
- Co-ordinates travel arrangements such as flights and accommodations for business representatives travel needs.
- Provides vacation relief for Accounting Clerk.
- Prepares quarterly newsletter.
- Assembles mass membership mailings.
- Undertakes special assigned projects such as Retired Members Social, Millwright Conferences.
- Assists office manager with preparation of yearly pension data.
- Assists dispatcher when required.

Job Specifications

- Excellent verbal and written communication skills
- Work under time constraints
- Working knowledge of Excel, Word and Adobe
- Database entry and report generation skills
- Good customer service skills
- Detail orientated
- Ability to work in a team as well as alone
- Accountable and reliable
- Good planning and organizational skills
- Continued growth and training

The support staff member identified by this position description is paid in accordance with **Appendix B – Level 4.**

Millwrights Accounting Clerk

Works with minimal supervision at the Millwrights Local Union office, is capable of using own judgment, able to make independent decisions.

Reports to: Executive Secretary Treasurer and/or their designate

Duties include but are not limited to:

ACCOUNTING

- Posts employer's benefit contributions and union dues remittances
- Verifies payment received by performing a quality check on monthly remittance settlements
- Posts monthly dues from contractors
- Prepares and balances bank deposits
- Balances weekly daybook report
- Process weekly settlements for Interac sales and maintains debit machine
- Communicates with various payroll and accounts payable departments
- Verifies missing or incorrect information found on monthly remittances and follows up on correction requests
- Assists supervisor with additional accounting functions

AUTOMATION & TECHNOLOGY

- Administers organization website using Adobe programming
- Performs uploading, adding new information, creating links, page editions and editing to website
- Participates in computer system maintenance
- Assists in trouble shooting computer and technical issues with office equipment and programs
- Scans documents for group folders and distribution by email

ADMINISTRATIVE

- Reviews daily incoming mail, sorting and handling returned mail.
- Maintains a clean and orderly office atmosphere including filing
- Assisting and directing members and the public in person and on the telephone
- Processing Mail through postage machine
- Assembles mass membership mailings
- Receives / sends courier items
- Performs typing and other clerical duties for members and business representatives
- Creates and maintains efficient filing system

MEMBERSHIP & UNION SERVICES

- Responds to general questions relating to employee benefits
- Undertakes special assigned project such as member events

- Maintenance of union member records – database and files
- Maintains spreadsheets for tracking day-to-day changes in member Health & Welfare registrations
- Data entry of hours earned into Pension system
- Processes member monthly due payments
- Membership processing including new member initiations and transfers
- Collects fee during member registration process
- Consults new members on benefits available and process to apply
- Processes and Prints membership ID cards
- Provides information on payment history to members

Job Specifications

- Ability to express ideas clearly in both written and verbal communications
- Work under time constraints
- Considerable knowledge of Excel, Word and Adobe
- Good customer service skills
- Enjoy working in a team environment
- Accountable and reliable
- Problem solving and finding information
- Ability to use computers to assist in technical functions.
- Contributes and participates in a team environment
- Continued growth and training

The support staff member identified by this position description is paid in accordance with **Appendix B – Level 4.**

Office Manager/Benefit Administrator

Works in the Millwright Local Union office without supervision, is capable of using own judgment, able to make independent decisions.

Reports to: Executive Secretary Treasurer and/or their designate

Duties include but are not limited to:

ADMINISTRATION SERVICES

- Membership queries / front counter
- Telephone reception
- Distribution of mail and facsimile correspondence
- Receive over the counter membership and benefit payments
- Word processing
- Create and maintain efficient filing system
- Produce correspondence for Business agents and members
- Ordering office supplies
- Telecommunication maintenance
- Notification of meetings and distribution of newsletters
- Relieve business agents of minor administrative and day-to-day business details

BENEFIT ADMINISTRATION

- Liaison for all Benefit Underwriters
- C.E.F.A.P.
- Track member hours worked for: Benefit qualification, Termination of benefits, Reinstatement of benefits
- Track seniors on pension
- Track self-paying members
- Develop and maintain new procedures for Benefit Administration
- Print year end T4A's

ACCOUNTING

- Prepare accounting statements and financial reports
- All Trust Fund and General Fund deposits
- Accounts payable and receivable
- Bank Reconciliation for Trust and General Funds
- NSF follow up

MEMBERSHIP MAINTENANCE

- Input data from contractor check offs
- Initiation / transfer processing
- Posting monthly working dues
- Print arrears reports
- Generate and send arrears / suspension notices to members
- Print year end dues receipts

The support staff member identified by this position description is paid in accordance with **Appendix B – Level 5.**

Regional Council Administrative Assistant

Works in the Regional Council office without supervision, is capable of using own judgment, able to make independent decisions.

Reports to: the Executive Secretary Treasurer and/or their designate

Duties include but are not limited to:

ADMINISTRATION SERVICES

- Telephone reception
- Distribution of mail and facsimile correspondence
- Word processing
- Create and maintain efficient filing system
- Produce correspondence for Executive Secretary Treasurer
- Ordering office supplies
- Liaison between various computer and communication vendors to resolve staff complaints
- Notification of meetings and distribution of memos
- Liaison with newsletter editor and provide mailing information to mailing agency
- Relieve Executive Secretary Treasurer of minor administrative and day-to-day business details
- Minutes of executive and delegate meetings
- Travel/hotel/meetings arrangements as required for committees, executive, delegates
- Coordinate key issuing and security codes
- Vacation relief for Dispatch Assistant

ACCOUNTING

- Payroll processing and data entry into accounting software
- T4 preparation and pension adjustment calculations
- Prepare accounting statements and financial reports for several accounts
- Bank deposits and transfers for several accounts
- Accounts payable and receivable
- Bank Reconciliation for several bank accounts
- Complete annual Bond Report
- Preparation for quarterly trustee audits and annual audit by accountant
- Budget preparation

The support staff member identified by this position description is paid in accordance with **Appendix B – Level 6.**

Appendix B – Wage Schedules

3% increase on July 1, 2014, July 1, 2015 and July 1, 2016

Casual Rate

June 30, 2014	\$ 21.12
July 1, 2014	\$ 21.75
July 1, 2015	\$ 22.41
July 1, 2016	\$ 23.08

Note: The starting rate is sixty (60) cents below the following rates.

Level 1

June 30, 2014	\$ 25.99
July 1, 2014	\$ 26.77
July 1, 2015	\$ 27.57
July 1, 2016	\$ 28.40

Level 2

June 30, 2014	\$ 26.39
July 1, 2014	\$ 27.18
July 1, 2015	\$ 28.00
July 1, 2016	\$ 28.84

Level 3

June 30, 2013	\$ 26.52
July 1, 2014	\$ 27.32
July 1, 2015	\$ 28.14
July 1, 2016	\$ 28.99

Level 4

June 30, 2014	\$ 29.67
July 1, 2014	\$ 30.56
July 1, 2015	\$ 31.48
July 1, 2016	\$ 32.43

Level 5

June 30, 2014	\$ 31.03
July 1, 2014	\$ 31.96
July 1, 2015	\$ 32.92
July 1, 2016	\$ 33.91

Level 6

June 30, 2014	\$ 34.13
July 1, 2014	\$ 35.16
July 1, 2015	\$ 36.22
July 1, 2016	\$ 37.31

Appendix C - Anti-Harassment Policy

1.
 - a) The Alberta Regional Council of Carpenters is committed to enforcing and maintaining a harassment free environment in the workplace. The Council will neither tolerate nor condone behavior such as harassment, discrimination, interference, restriction or coercion exercised or practiced with respect to any employee by reason of age, race, creed, colour, disability, medical condition, physical appearance, national origin, political or religious affiliation, sex, marital status, sexual orientation, gender identity and gender expression, place of residence, nor by reason of their membership or activity in the Union.
 - b) All employees have a right to a workplace free from harassment by any individual. The responsibility for creating and preserving a harassment free environment is a collective one of the Regional Council of Carpenters as the employer, the Canadian Office and Professional Employees Union (COPE) and of individual staff members. Any staff person or Executive Board member who witnesses harassment in the workplace has the responsibility to take appropriate steps to see that the behaviour is stopped.
2.
 - a) Harassment is an expression of perceived power and superiority by the harasser (s) over another person or group, which includes abuse of authority, intimidation, threats, bullying or coercion, often for reasons of gender, race, ethnicity, age, sexual orientation, disability, family or marital status, social or economic class, political or religious affiliation, or language.
 - b) Harassment can also be personal in nature and unrelated to the grounds listed above. Harassment is unwelcome or unwanted, may be expressed verbally, in writing, or other media, or physically, and can occur as a single incident or on a repeated basis. "Unwelcome" and "unwanted" in this context means any actions or attitudes which are undesired by the person(s) experiencing the harassment and which the harasser(s) knows, or ought reasonably to know, are not desired by the victim(s).
 - c) Harassment makes victims out of innocent people. It is emotionally, psychologically and physically damaging to the victim. Family, work and personal relationships can be severely damaged by harassment. It also can create a hostile, intimidating and poised work environment in which tension and stress take a personal toll from both the victim and those who either are aware of it or witness it. Harassment denies equality to the victims.
3. Every employee also has a right to be free from:
 - a) A sexual solicitation or advance made by a person in a position, or perceived to be in a position of power, to confer, grant or deny a benefit or advancement to the employee, where the person making the solicitation or advancement to the employee knows or ought to know that it is unwelcome;

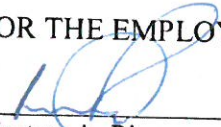
- b) a reprisal or a threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the employee.
4. A person who believes that she or he is a victim of harassment has the right to make it clear, either on their own or through a third party, that the abusive behaviour is unwelcome and will not be tolerated.
 5. Complaints involving alleged harassment will be investigated in a respectful manner within 10 to 15 days of being lodged. The parties may agree to an extension. Harassment complaints shall be dealt with confidentially. The investigation shall be impartial and shall be seen as impartial.
 6.
 - a) Union members who believe they have been harassed or discriminated against or who have witnessed harassing or discriminating behaviours should immediately notify the union steward or may approach the employer.
 - b) Should the union or a member wish to file a complaint, the Union shall notify the Employer.
 - c) The complainant shall have the right to see remedial action pending the disposition of the complaint. Where the complainant seeks to discontinue contact with the alleged harasser, the Employer shall fully discuss the matter with the Union to reach a suitable accommodation.
 7. Where the complainant or the respondent is not satisfied with the results of the investigation, the Union may initiate a grievance as per Articles 6.01 and 6.02 of the collective agreement within twenty-one (21) calendar days of the conclusion of the investigation.
 8. Where such a grievance has been initiated, the Employer agrees to disclose to the Union all information gathered during the course of the investigation.

Signing Page

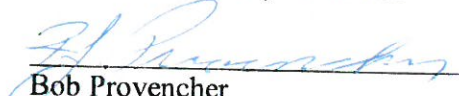
Signed in Edmonton, Alberta, this 11 day of April, 2015.

ON BEHALF OF:

FOR THE EMPLOYER:




Martyn A. Piper
Executive Secretary Treasurer




Bob Provencher
Regional Council Board Member

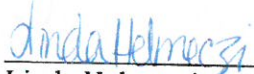
FOR THE UNION:



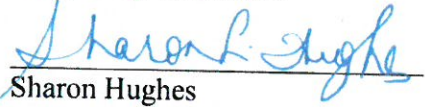
Yvonne Bootsman
President



Maureen Werlin
Bargaining Committee Chair



Linda Helmeczi
Bargaining Committee



Sharon Hughes
Bargaining Committee

LETTER OF UNDERSTANDING

Between

Canadian Office and Professional Employees Union
(hereinafter referred to as the "Union")

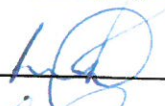
And the

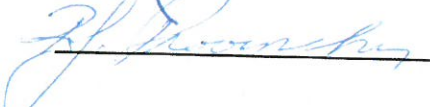
Alberta Regional Council of Carpenters and Allied Workers
(hereinafter referred to as the "Employer")

It is agreed by the Union and the Employer that due to the cost of living in the Fort McMurray region that full time clerical staff who reside in the region will receive a weekly allowance of Two hundred dollars (\$200.00) above their stipulated rate as per appendix B.


Dated this 11 day of Aug 2015.

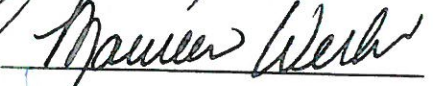
For the Employer:




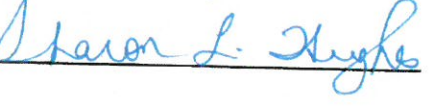


For the Union:









LETTER OF UNDERSTANDING #2

Between

Canadian Office and Professional Employees Union
(hereinafter referred to as the "Union")

and the

Alberta Regional Council of Carpenters and Allied Workers
(hereinafter referred to as the "Employer")

Re: Increase Pay Premium for Dispatch Assistant

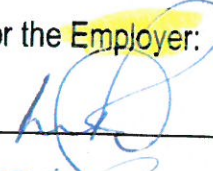
WHEREAS it is recognized by the Employer that the performance and abilities of the current Dispatch Assistant warrants increased compensation, and

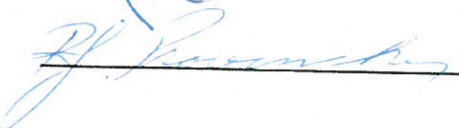
WHEREAS the Employer agrees to pay a higher rate to the current individual performing this role, but not the position, therefore

BE IT RESOLVED the current, and only the current, staff member in that position will be paid a premium of thirty (30) percent above the hourly rate identified in the current collective agreement when fulfilling the duties of Dispatcher.


Dated this 11 day of SEP, 2015.

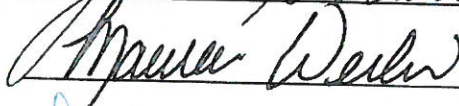
For the Employer:

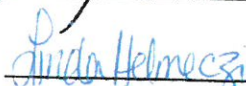


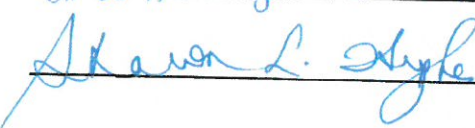


For the Union:









LETTER OF UNDERSTANDING #3

→ Laid off
During Covid
position never
recalled/refilled

Between

Canadian Office and Professional Employees Union
(hereinafter referred to as the "Union")

and the

Alberta Regional Council of Carpenters and Allied Workers
(hereinafter referred to as the "Employer")

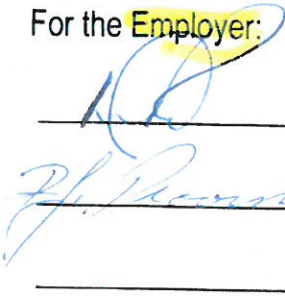
Re: Pay Level for Dispatch Office Relief/Union Education Assistance

WHEREAS it is agreed by the Union and the Employer that the pay level for Doreen Barnes shall be Level 3 for the term of this agreement


WHEREAS it is further agreed that should this position become vacant during the term of this agreement, the letter of understanding will be reviewed by the parties to ascertain the pay level for a new employee prior to the job posting

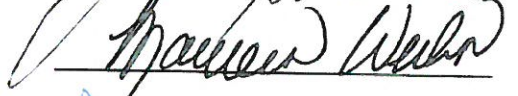
Dated this 11 day of April, 2015.

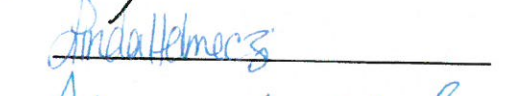
For the Employer:




For the Union:









Increase Pay Regional Council Administrative Assistant Letter of Understanding

LETTER OF UNDERSTANDING #3_a

Between

Canadian Office and Professional Employees Union
(hereinafter referred to as the "Union")

and the

Alberta Regional Council of Carpenters and Allied Workers
(hereinafter referred to as the "Employer")

Re: Increase Pay Premium for Regional Council Administrative Assistant

WHEREAS it is recognized by the Employer that the performance, responsibilities, and abilities of the current Administrative Assistant warrants increased compensation, and

WHEREAS the Employer agrees to pay a higher rate to the current individual performing this role, but not the position, therefore

BE IT RESOLVED the current, and only the current, staff member in that position will be paid a premium of thirteen (13%) percent above the hourly rate identified in the current collective agreement effective July 1, 2019.

Dated this 19 day of June, 2019.

For the Employer:

Derrick Schulte
Deed Schulte
Executive Secretary Treasurer

For the Union:

Kim Letwin
Kim Letwin
Interim President
COPE Local 458



ALBERTA REGIONAL COUNCIL OF CARPENTERS AND ALLIED WORKERS

200, 15210 - 123 Avenue, Edmonton, Alberta T5V 0A3

Phone (780) 474-8599 Fax (780) 474-8910

Pension contribution Regional Council Administrative Assistant Letter of Understanding

LETTER OF UNDERSTANDING #3_b

Between

Canadian Office and Professional Employees Union
(hereinafter referred to as the "Union")

and the

Alberta Regional Council of Carpenters and Allied Workers
(hereinafter referred to as the "Employer")

Re: Pension Contribution for Regional Council Administrative Assistant

WHEREAS it is recognized by the Employer that the performance, responsibilities, and abilities of the current Administrative Assistant warrants increased compensation, and

WHEREAS the Employer agrees that due to the added duties and responsibilities assigned to the current employee and no coverage available during absence due to any illness, the willingness of the employee cancelling scheduled vacation time to meet mandated deadlines, and the necessary overtime hours worked have been substantial, therefore

BE IT RESOLVED Employer agrees on behalf of the current individual performing this role, but not the position to contribute pension based on eighteen percent (18%) of annual earnings for 2022 to the ACAW Pension Plan, adjustments to be paid prior to 2022 year end plan year

Dated this 21st day of November, 2022.

For the Employer:

For the Union:

Derrick Schulte

Deed Schulte

Executive Secretary Treasurer
