



COLLECTIVE BARGAINING AGREEMENT

COPE Local 397

&

Local Union 1460 of Alberta Millwrights & Alberta Millwrights Training Centre

February 22, 2023 — April 30, 2027

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

LOCAL UNION 1460
OF THE
ALBERTA MILLWRIGHTS AND ALBERTA MILLWRIGHTS TRAINING CENTRE
(HEREINAFTER REFERRED TO AS THE "EMPLOYER")

~ AND ~

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

ARTICLE 1 – PURPOSE

- 1.01 The purpose of this agreement is to maintain a harmonious relationship between the employer and the employees; to define clearly the hours of work, rates of pay and conditions of employment; to provide for an amicable method of settling 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 397, 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 **relevant** Bylaws.
- 2.02 Duties normally performed by employees within this bargaining unit will not be assigned to or be performed by non-bargaining unit employees. Exceptions shall be made for short term coverage.

ARTICLE 3 – TERMS OF AGREEMENT

- 3.01 This agreement shall be in full force and effect as of **ratification** and continue through to **April 30, 2027** 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.

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

- 3.03 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 397. 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 **All new hires will be considered members of COPE Local 397 as per Article 2.01. All members will be required to pay dues as per COPE Local 397 Constitution and Bylaws.**
- 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 **Employer** 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 permissions 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 ten (10) working days' notice is provided to the employer. **The Employer may consider Union Leave requests without the proper notice.**
- 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 fulltime employees shall consist of **eight (8) hours**. 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 **1:00 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** (1.5) 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 (.5) 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 (1.5) 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 **Employer** and/or their designate. Employees will, whenever possible, notify the Employer of the need to work overtime and the reasons why.
- 10.06 Overtime shall be on a voluntary basis.

ARTICLE 11 – VACATION

- 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 **available** from employment start date. Any additional time taken in excess of the employee's accrued vacation will be deemed unpaid leave.
- 11.04 **Vacation** must be taken **within the calendar year**. 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 **All Employees will be entitled to four (4) weeks paid vacation annually. In addition, Employees will receive 10% of their hourly rate of pay on each pay period.**
- 11.06 Upon quitting or termination of employment all **unused** vacation shall be paid out at the employee's regular rate of pay.
- 11.07 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
 Victoria Day
 Canada Day
 August Civic Holiday

Labour Day
National Day for Truth and Reconciliation
 Thanksgiving Day
 Remembrance Day
 Christmas Day
 Boxing Day

And any other day that may be **designated** as a legal holiday by the Federal, Civic, or Provincial Governments and any other Statutory Holidays agreed upon in the **Agreement governing the Employer.**

- 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 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 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 Millwrights Health and Welfare Plan to ensure coverage.
- 13.02 In the event the Millwrights 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 shall be covered under the Pension Plan. The employer agrees to pay contributions based on **all hours earned**, 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:
Seven (7) 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

Seniority shall mean the length of continuous service with the employer and shall be cumulative on an office wide basis. **All time worked for the previous Employer shall count as recognition for past service for the purpose of severance or layoff notice/pay. This Article does not negate successorship rights.**

- 17.01 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.
- 17.02 Employees retained on staff following their probationary period shall have their seniority credited back to the date of hire.
- 17.03 An employee laid off and placed on the recall list will retain but not accumulate seniority during the period of lay off.
- 17.04 Seniority lists will be made available semi-annually at the request of an employee.
- 17.05 The employer shall in all cases of layoff or recall give consideration to the seniority of employees, ability and experience.
- 17.06 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.
- 17.07 Employees who are laid off, 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, **jury selection** 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. **Employees may only bump other Employees working for the same Employer. However, Employees who have been laid off may be rehired by either Employer without loss of seniority.**
- 19.04 All notices, and postings of vacancies or new positions, shall contain the following information:
- i. Job title and classification
 - ii. Required qualifications
 - iii. Duties of the position
 - iv. Salary/benefits as per collective agreement
 - v. Hours of work
 - vi. 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. **Any changes in salary must be made in concert with the Union and must be reflected in a bargained LOU.**
- 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, they shall be paid the wage rate for that classification. The employee will receive the higher classification pay for **all** 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 employees 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 endeavor to expedite the meeting.

ARTICLE 26 – GENERAL

- 26.01 All Employees will be **provided** parking stalls; with **plug-ins** provided **where possible**, 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 **Canada Revenue Agency** 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 **required** 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.

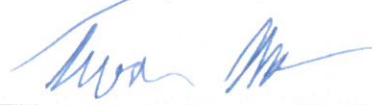
SIGNATURE PAGE

Signed on behalf of:

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



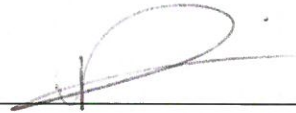
Stephanie Kerr
President



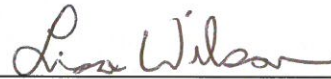
Trevor Morin
Union Rep



Gus Anastasakis
Treasurer



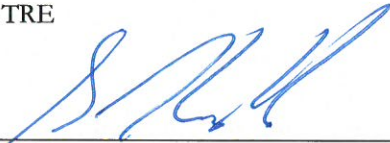
Marie Mercure
Bargaining Committee Member



Lisa Wilson
Bargaining Committee Member

Date: March 16, 2023

LOCAL UNION 1460 OF THE ALBERTA MILLWRIGHTS AND ALBERTA MILLWRIGHTS TRAINING CENTRE



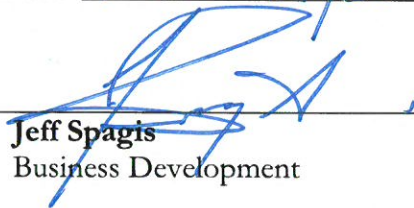
Stan Howell
Regional Manager

Date: March 17/2023



Dave Robinson
President Local 1460

Date: March 17/2023



Jeff Spagis
Business Development

Date: March 17, 2023

APPENDIX "A"

EMPLOYEE CLASSIFICATIONS

Millwrights Training Administrator- Level 4

Works with minimal supervision at the Millwrights Training Center, is capable of using judgment, able to make independent decisions.

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

Education & Training

- Responsible for scheduling and planning of training at Alberta Millwright Training Centre with the Director of Training.
- Maintains course roster for all scheduled courses and enters student's attendance and mark in TRAIN.
- Registering members, walkins and walk apps for 3rd party training.
- Check and respond to all emails on shared folders (Training, Apprentice Info)
- Scanning and maintaining member Training documents and filing in M drive.
- Sending confirmation email the week before training to insure attendance.
- Adding new walkin & walkapps trade skill code and training certificates in TRAIN.
- Organizing and ordering resources for Training center – International Training Centre resources, NAIT, Staples.
- Tracks all training for all members and walkin or walkapps– in house and 3rd party in TRAIN
- Prepares training materials for classes.
- Coordinates booking members & instructors for training at the International Training center in Las Vegas. Insures required documentation is inputted into CITF Class Registration website.
- Scheduling participants for training & Conferences using the PMA system.
- Paperwork & Photo's for UBC 5 Day Rigging and Signaler course.
- Admin support for Tradewinds to Success program – resources, training, attendance.
- Creating and printing out cards for Overhead Crane, WHMIS 2015 and Fit Test
- Setting up contractors in TRAIN.
- NATAC – Report, registration, paperwork, magazine, hotel registration, etc.
- Maintenance and update of Training Website.
- Training Trust fund meetings – reports.
- Process LOA and Travel for qualifying members, walkins and walk apps attending training courses and forwards funds to members.
- Member reimbursements – paperwork for Marie.
- Preparing backup for all training payables.
- Managing No Show Database and sending out No show fees to members.
- Designed and maintains database for tracking WBC hours for Training center.

Apprenticeship

- Maintain & Update Apprenticeship Files.
- Track and Update hours in apprentice book.
- Requisitions for Apprentices Educational Allowance, Dues. Process dues to account, mail letter, dues receipt and Educational Allowance to member.
- Send apprentice School letter to Health and Welfare for credit of school hours if in good standing with the plan.
- Tracking apprentices attending school
- Managing apprentices – updating levels in our electronic system (Personify & TRAIN) including half year increases.
- Assesses eligibility and issues Apprentice to Journeyman Jacket Vouchers
- And other duties

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

Millwrights Accounting Clerk- Level 6

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

- Enter all deposit information each week into Quickbooks and verify balance
- Verifies payment received by performing a quality check on monthly remittance settlements
- Posts monthly dues from contractors
- Break out H&W, Pension and Training from contractors and remit back to PBAS
- Prepares, balances bank deposits and physically deposits at the bank
- 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

- Follows up on NSF and any other bank charges, communicates with WOOD GUNDY with anything pertaining to the accounts.
- Prepares accounting statement and monthly financial reports for the General meeting monthly
- Inter-fund transfers/cheques including promotional items sold, pensioner subsidy, etc.
- Processes accounts payables and receivables
- Reconcile monthly bank statements for General, Contingency and Member Fund accounts
- Manage, reconcile and payment of Locals Corporate Visa
- Reciprocal, tracking working dues, benefits and remits to according locals
- Per Capita Payments to ARCC & UBC
- Works with hired accountant on yearend audit procedures
- Creates and maintains an efficient organized filing system for all accounting back up
- Verify Pension & HW contribution reports match what was recorded on report
- And other duties

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
- Processes yearend tax receipts for all members and apprentices
- Process honorary withdrawals for members
- Works with families of deceased members, arranging funeral donation, UBC funeral donation application and any assistance in reaching out the H&W plan and Pension
- Manages and sends monthly reports on membership changes and address changes to PBAS
- Provides training to front desk position for backup/support as required
- Responds to questions and concerns of members over the phone and in person
- Generate and send Arrears and Suspension notices to membership monthly
- Track all members added to pension plan
- Track all hours and members working reports for dispatch
- Ordering of office supplies
- Provides vacation relief for front desk administrator
- And other duties

TRAINING ACCOUNTING ADMINISTRATION

These duties below but not limited to:

- Accounts payable/ Accounts receivable for the Training Trust
- Payroll, T4's and remittance for Training Trust staff
- Employee files maintenance (Training Trust staff)
- Bank reconciliation
- Financial Statements
- Assist in budgets
- Annual Audit preparation
- Prepare reports for trustee audit/ trustee meetings
- Create reports on demand
- Create and maintain spreadsheets to keep track of various tasks
- Notification of meetings and distribution of memos to the trustees
- Filing and maintaining information in regards to accounts payable/receivable
- Assist the Director of Training
- Maintain and renew insurance policies (Trustees, building & contents)
- Renew and maintain WCB coverage and annual returns
- Administer direct deposit payments received from contractors
- Distribute employee and employer contributions to appropriate organizations
- Audit accounts payable and allocations
- Reconcile Training Trust Visa
- Monthly hour payment to UBC
- And other duties

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
- 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
- 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

APPENDIX "B"

WAGES

Wages as of ratification:

Level 3 \$31.85

Level 4 \$34.13

Level 5 \$36.40

Level 6 \$38.68

All wages will equal the following calculation:

Level 3 will be 70% of ICI full rate

Level 4 will be 75% of ICI full rate

Level 5 will be 80% of ICI full rate

Level 6 will be 85% of ICI full rate

At no point during the term of this collective agreement will wages drop below the wage as of ratification.

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 1 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.
 - 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.
6. 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.
7. Where such a grievance has been initiated, the Employer agrees to disclose to the Union all information gathered during the course of the investigation.

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