

Collective Agreement

Iron Workers

Shopmen's Local Union No.805



and

Canadian Office and Professional
Employees Union

Local 458



July 1, 2020 – June 30, 2025

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ARTICLE 1: PURPOSE, DURATION, AMENDMENTS

- 1.1 The purpose of this Agreement is to maintain a harmonious relationship between the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers Shopmen's Local Union No.805 hereinafter referred to as the Employer, and its Employees who are members of the Canadian Office and Professional Employees Unions Local 458, hereinafter referred to as the Union, the define clearly the hours of work, rates of pay and conditions of the employment; to provide for an amicable method of settling differences which may from time to time arise; to promote the mutual interest of the Employer and Employees; to promote and maintain such conditions of employment, and in recognition whereof, the Employer and the Union agree to follow.
- 1.2 This Agreement shall be in full force and effect as of the 1st day of July 2020 and continue in full force and effect through to the 30th day of June, 2025 and from year to year thereafter except as hereinafter provided.
- 1.3 Either party wishing to amend this Agreement shall give notice in writing of such desire to the other party no less than sixth (60) days or more than one hundred and twenty (120) days prior to the anniversary date of this Agreement.
- 1.4 If notice has been given by either party, this Agreement shall remain in full force and effect during the progress of negotiations, even though such negotiations may extend beyond the said expiry date, until the procedures in the current Labour Relations Code, have been exhausted.

The Negotiating Committee for both parties shall be of equal representation, not to exceed two (2) from each party.
- 1.5 The terms of this collective agreement will remain in full force and effect and continue to bind parties while negotiations are in process towards a new agreement and until a new collective agreement is established.
- 1.6 If negotiations reach an impasse, the parties may mutually agree to engage a mediator prior to forwarding unresolved issues to the arbitration board. The expenses of the mediator or the arbitrator chair shall be shared equally by the parties.
- 1.7 Prior to the convening of an arbitration board, Employees will have the opportunity to ratify those terms of the Collective Agreement that have been agreed to by the parties.

ARTICLE 2: BARGAINING AGENCY AND RECOGNITION

- 2.1 The Employer recognizes Local 458 of the Canadian Office and Professional Employees Union as the sole and exclusive representative and bargaining agent for all of its Employees within Local 458's jurisdiction and hereby agrees to negotiate with Local 458, or any of its authorized representatives, concerning all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any difference that may arise between them.
- 2.2 This Agreement shall apply to all Employees of the bargaining unit of COPE Local458, of the Employer in its office within the jurisdiction of Local 458 and within the classification of the office and clerical employees listed in Appendix A or within such classifications as may from time to time be agreed and established by the parties.
- 2.3 The scope of work performed by members of the bargaining unit described in Article 2.1 shall include all administrative support duties listed in the job descriptions appended hereto (Appendix A) and shall be generally defined as, but not limited to, all clerical, secretarial, data entry, data maintenance, word processing, desk top publishing, bookkeeping and payroll functions regardless of department, division or location.

ARTICLE 3: UNION SECURITY

- 3.1 The Employer agrees that all eligible Employees shall maintain union membership as a condition of employment and the Employer agrees to inform new Employees of this condition. New Employees who are retained beyond thirty (30) calendar days' employment shall become members of the Union within an additional fifteen (15) calendar days and shall remain in good standing so long as they are employed by the Employer.
- 3.2 Employees engaged on a temporary or casual basis for a period not exceeding thirty (30) calendar days shall not be required to join the Union, but must pay an Applicant Service Fee at the current Union dues rate times regular wages. 3.3 The Employer agrees automatically to deduct union dues, applicant's service fee, initiation and/or assessments, once each month and to transmit monies collected to the Secretary Treasurer of the Union by the fifteenth (15th) of the following month, together with a list of the Employees from whom such deductions were made. The Union agrees to inform the Employer as to the rates of the union dues, applicant's service fee, initiation and assessment dues with a signed authorization form from the Union signed by the Employee.

- 3.4 Upon written notice from the Union that an eligible Employee fails to join and maintain membership in the Union by refusing to pay dues or assessments, the Employer agrees to terminate employment of said Employee fourteen (14) calendar days from date of notice.
- 3.5 Time off with pay shall be provided for one (1) representative, to prepare for negotiations. Time off with pay shall be provided to the Employee Representative appointed or elected to the Bargaining Committee, for the purpose of negotiating the Collective Agreement.

ARTICLE 4 – UNION REPRESENTATION

- 4.1 The Employer shall recognize the representative(s) as selected by the Union for the purposes of collective bargaining, agreement administration and general union business, as the sole and exclusive representative(s) of all Employees within the bargaining unit as defined in Article 2 of this Agreement.
- 4.2 The representative(s) of the Union shall have the right to contact the Employees at their place of employment on matters respecting the Agreement or its administration. The Union will obtain authorization from the Employer as to appropriate time for such contact before meeting the Employees.
- 4.3 The Employer shall recognize the Steward(s) as selected by the bargaining unit for the purposes of collective bargaining, agreement administration as exclusive representative(s) of all employees within the bargaining unit as defined in Article 2 of this Agreement.
- 4.4 The Steward(s) shall, within reason and in the Edmonton area, investigate and process grievances or confer with the representative of the Union during working hours without loss of pay. The Steward (s) will obtain permission from their immediate supervisor before leaving their immediate area for such purposes and such permission will not be unreasonably denied.
- 4.5 The Employer shall not discharge, discipline or otherwise discriminate against any member of the Union for participation in or for legitimate action on behalf of the Union or for the exercising of rights provided by this Agreement.
- 4.6 The Employer agrees that the Employee and the Union shall be notified at least one (1) full working day in advance of any interview of a disciplinary nature and to indicate:
 - a) the Employee's right to be accompanied by a Union representative;
 - b) the purpose of the meeting including whether it involves the Employee's personnel record;
 - c) that if the Employee's personnel record is to be considered during the interview, the Employee and/or the Union representative shall have access before the meeting, to the file in accordance with Article 24.

ARTICLE 5: RIGHTS OF THE EMPLOYER

- 5.1 The Union recognizes the rights of the Employer to hire and promote, and to discipline or discharge any Employee for just cause subject to the provisions of this Agreement, and the right of the Union or Employee to grieve as provided in Article 25.
- 5.2 The Employer shall exercise its rights in a fair and reasonable manner. The management rights shall not be used to direct the work force in a discriminatory manner. Nor shall these rights be used in a manner which would deprive any present Employee of their employment, except through just cause.

ARTICLE 6: DEFINITION OF EMPLOYEES

- 6.1 A regular Employee is any person employed on a fulltime permanent basis and who has completed the probationary period.
- 6.2 A regular part-time Employee is any person employed on a continuing basis for less than the normal hours of work or work-week. Regular part-time Employees shall be covered by all conditions of this Agreement on a pro-rata basis consistent with the time regularly employed each week.
- 6.3 Temporary Employees when used in the Agreement shall mean any Employee who is filling a seasonal or established temporary position and a pre-determined period of time and who does not have permanent status in accordance to the terms of this Agreement.
- a) A Temporary Employee who is hired to replace a Permanent Employee who is on an approved leave (such as Maternity, Parental, Adoption, Medical, Personal, etc.) shall not automatically become a Permanent Employee by virtue of being continuously employed for a period of up to eighteen (18) months and shall retain their temporary status while replacing the Permanent Employee. When the temporary Employee has banked enough hours to qualify for health and welfare benefits, they will automatically be enrolled in the appropriate health and welfare plan. Temporary Employees have the rights of the Agreement upon date of hire.
- 6.4 A Casual Employee is one who is assigned to a specific job and for a specific period of time that is up to ninety (90) days. Casual Employees shall not exceed continuous employment past ninety (90) days. Should a Casual Employee exceed past ninety (90) days of continuous employment, said Employee shall be considered a Permanent Employee (or Permanent Part-Time Employee) and seniority will date back to the original date of hire.

6.5 All new employees, except temporary or casual employees, will be considered probationary for the first ninety (90) calendar days. After ninety (90) calendar days an Employee will become permanent. A temporary Employee transferred to regular status will not be required to serve a further probationary period.

6.6 On the date employment commences the Employer or their Representative shall make known to all new Employees:

- a) the policies and procedures of the organization
- b) the Employee's classification and clear job description within the bargaining unit,
- c) the specific duties the Employee is expected to perform, and
- d) to whom the Employee is directly responsible.

Job descriptions shall be reviewed annually, if required, or when a change in the workload makes a review necessary.

6.7 Temporary and Casual Employees shall fall under the Office Administrator Assistant category and wages and benefits shall be as per the Collective Agreement.

ARTICLE 7: NEW EMPLOYEES

7.1 A representative of the Union shall be given an opportunity to interview each new Employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new Employee with the benefits and duties of union membership and their responsibilities and obligations to the Employer and the Union.

ARTICLE 8: HOURS OF WORK

8.1 A regular work day shall consist of any eight (8) hours per day between the hours of 6 am to 5 pm as mutually agreed to between the Employer and Employee (s), five (5) days per week, Monday through Friday inclusive, with an unpaid lunch period of one (1) hour and two (2) relief periods per day of fifteen (15) minutes each.

8.2 A suitable area shall be provided by the Employer for the purpose of taking lunch and relief periods.

8.3 The starting time and quitting time of hours of work, as herein provided for, may be changed from time to time by mutual agreement between the Employer and the Union. Such changes shall be documented and copied to both parties.

ARTICLE 9: OVERTIME

- 9.1 Overtime shall be paid at the overtime rate of one and half (1.5) times the regular rate of pay for each hour worked before or after their regular work day up to a total of 10 hours worked. For every hour after the 10 hours worked, the employee shall be paid at two (2) times the regular rate of pay. Saturdays and Sundays shall be paid at an overtime rate of one and half (1.5) times the regular rate of pay for each hour worked. All Statutory Holidays shall be paid at an overtime rate of two (2) times the regular rate of pay for each hour worked.
- 9.2 All Employees required to work overtime in excess of two (2) hours beyond their regular work day shall be allowed a one-half hour (1/2) lunch period
- 9.3 All Employees required to work overtime in excess of four (4) hours on Saturdays, Sundays or recognized holidays shall be allowed a lunch period at their regular rate of pay.
- 9.4 All Employees who are called back to work during regular scheduled days off or vacation periods or outside the regular working day, shall receive a minimum of three (3) hours pay at overtime rates provided the Employee reports for such work.
- 9.5 The Employer will be responsible for an Employee's transportation home after 8:00 p.m. in the event of overtime scheduled after working hours, provided the Employee does not have their own transportation.

ARTICLE 10: STATUTORY HOLIDAYS

- 10.1 The Employer agrees to provide regular full-time, regular part-time and temporary Employees with the following holidays without loss of pay:

New Years' Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Eve
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	New Years' Eve

and any duly acclaimed Federal, Provincial or Civic Holiday. *To be taken on a day mutually agreed between the Employer and Employee.

- 10.2 If an Employee is required to work on any of the above dates they shall be paid at a rate two (2) times the regular rate of pay or time off in lieu to be taken on a day mutually agreed between the Employer and Employee.

- 10.3 When any of the above holidays fall on a Saturday and/or Sunday, they shall be observed on the next scheduled regular working day.
- 10.4 In the event of any of the holidays enumerated in Article 10.1 occur during the period of an Employee's vacation, an additional day's vacation with pay shall be allowed for each holiday so occurring.
- 10.5 No deduction shall be made in the pay of any regular Employee for a holiday except in the following case: When an Employee is absent for a reasonable time period (non-approved furlough), on either of the working days immediately preceding or following the holiday.

ARTICLE 11: VACATION

- 11.1 Each of the Company's employees to whom this Agreement is applicable shall, in each year this Agreement remains in effect, be granted a vacation with pay in accordance with the following provisions:
- 11.2 Employees with less than one (1) year seniority shall be governed by the rate as specified in the Alberta Employment Standards Code.

Each employee who shall have been in continuous services of the Company for one (1) year or more shall be granted:

1 year but less than four (4) years	3 weeks' vacation	5%
4 years but less than ten (10) years	4 weeks' vacation	8%
10 years but less than 15 years	5 weeks' vacation	10%
15 years but less than 20 years	6 weeks' vacation	11%
20 years and over	6 weeks' vacation	12%

- 11.3 In computing an employee's "total earnings", the vacation pay earned by any employee in the previous year and all overtime earnings, shift differential, and holiday pay paid by the Company for the twelve (12) month period next preceding the anniversary date of the contract year then current shall be included in such "total earnings".
- 11.4 Employees shall be paid their vacation pay at least three (3) regular workdays prior to the beginning of their vacation period, however, in the event an employee's employment with the Employer should be terminated for reasons prior to his vacation period, the said employee(s) shall be paid their accrued vacation pay computed in accordance with their length of service as hereinabove provided to the date of termination

- 11.5 Vacations shall not be accumulative but must be granted and taken in the calendar year in which they are due. Any vacation time earned but not taken at the end of the calendar year will be paid out to the employee. Vacations shall be granted at a time mutually agreed with the Employer. Senior employees will be given preference in selection of vacation periods. Each employee shall notify the Company by May 15th of each year of the vacation period most desired; the Company shall notify each employee by May 31st of each year the vacation period allotted to such employee. If an employee is absent on the workday before such employee's vacation would have commenced because of confirmed illness or injury, he may choose another vacation period.
- 11.6 Where an Employee qualifies for sick leave (with medical certificate), bereavement leave, or any other approved leave during their period of vacation, there shall be no deductions 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: HEALTH & WELLNESS

- 12.1 The Company agrees to obtain from an insurance carrier legally authorized to operate in the Province of Alberta and Alberta Health Care Insurance Commission (herein after referred to as 'Benefit Carriers'), group insurance protection for each employee covered by this agreement which will provide each employee with "Employee Benefits"
- 12.2 The benefits provided for in this Article shall be paid for on the following basis:
- The Employer shall pay one hundred percent (100%) of the premium costs of the benefits for each Employee and their dependents.
- 12.3 Should there be any indication that the current Benefit Plan will require a benefit adjustment, benefit changes or become endangered within the term of this Agreement the Employer and the Union mutually agree to meet and review said plan. The Employer will ensure an adequate benefit plan is in place.

ARTICLE 13: GROUP RRSP

- 13.1 For the duration of the current Collective Agreement between the said parties, and any renewals or extensions thereof, The Employer agrees to make payments to the Shopmen's Local Union No 805 Group RRSP for each Employee covered by this Collective Agreement.
- 13.2 For each hour or portion thereof for which an employee receives pay, the Employer will match contributions to a maximum of two (\$2.00) dollars in to the abovenamed Group RRSP.

- 13.3 Contributions shall be paid on behalf of an Employee starting with the Employee's first hour of employment in a job classification covered by the Collective Agreement. Provided they served a ninety (90) day probationary period.

ARTICLE 14: DEFINITIONS OF DEPENDENTS

- 14.1 Dependent shall mean and include:
- a) Spouse - the person to whom the Employee is legally married or a partner who has cohabitated with the Employee for a minimum of twelve (12) consecutive months.
 - b) Children less than twenty-one (21) years of age who are unmarried and dependent on the Employee, including adopted children, step children, foster children and wards for whom the Employee is entitled to claim under the Income Tax Act (Canada).
 - c) Unmarried children twenty-one (21) years of age or older who are financially dependent upon the Employee because of infirmity, either physical or mental.
 - d) Unmarried children less than twenty-Six (26) years of age in full-time attendance at an accredited educational institution.

ARTICLE 15: WORKERS COMPENSATION

- 15.1 All employees shall be covered by Workers' Compensation.
- 15.2 The Employer agrees to maintain regular payments into medical and RRSP plans to ensure continued coverage for the Employee.
- 15.3 Seniority, vacation benefits and RRSP credits shall be accrued during the period of compensation.
- 15.4 Prior to the time a claim for a job related illness or Injury is deemed to be compensable, or if any Employee is discontinued from Workers' Compensation, the Employer agrees that the Employee will be covered either under the general illness compensation (Article 16 Sick Leave and Leave of Absence) or under the long-term disability insurance plan
- 15.5 An Employee who has suffered a job-related illness or injury and is returning to work, but is unable to perform their former duties, shall receive the same rate of pay and incur no loss of seniority or benefits.

- 15.6 The Employer shall make every effort, in conjunction with the union, to facilitate the placement of the Employee to the benefit of all parties. The Employer recognizes that job or physical worksite alternations may be necessary.

ARTICLE 16: SICK LEAVE AND LEAVE OF ABSENCE

- 16.1 Employees shall be allowed sick leave with pay, to a maximum of 10 working days per calendar year. The Employer may require a Doctor's note.
- 16.2 Employees shall be granted extended sick leave of absence without pay of up to six (6) months after one (1) year service and twelve (12) months after five (5) years services beyond the paid sick leave entitlement provide in the Health and Wellness Trust Fund as per Article 12 during periods of lengthy illness or disability as certified by a medical doctor.
- 16.3 The Employer agrees to grant maternity/paternal/adoption leave for up to a maximum of eighteen (18) months.
- 16.4 An Employee on maternity leave must give one (1) months' notice of their intention of returning to work.
- 16.5 While an Employee is on maternity leave the Employer agrees to continue paying the Employee's benefits in accordance outlined in Article 12. In the event the Employee does not return to work the Employee shall reimburse the Employer for the amounts paid.
- 16.6 Upon Completion of the leave of absence, the Employee shall be returned to their former position within the bargaining unit.
- 16.7 The Employee may have the option of returning to work after the completion of one hundred and twenty (120) days leave of absence. The Employee must give one (1) months' notice of their intention of returning to work, provided they produce a doctor's certificate.
- 16.8 During the period of Maternity/Paternity/Adoption leave, seniority will be accumulated.
- 16.9 When an Employee is granted extended sick or maternity/parental/adoption leave as outlined above, the Employer continues paying the Employee's health benefits. In the event that the Employee does not return to work following said leave, the Employee shall reimburse the Employer for the amounts paid in benefits, while on leave.
- 16.10 No Employee shall be terminated by the Employer for absence due to illness or injury while on normal leave for sick days, as per Article 16.1. In addition, the Employee shall also be protected from termination for a period of six (6) months from the onset of any long term sickness or injury. For this clause to be applicable, the Employee must provide satisfactory written medical documentation to the Employer, Seniority will be accumulated while on Sick Leave.

- 16.11 Any Employee who is elected or selected for a full-time or part-time position with the Union, or anybody with which the Union is affiliated, shall be granted a leave of absence without pay or benefits and without loss of seniority by the Employer, for a period of two (2) years subject to renewal on application to the Employer for successive periods of two (2) years each. During such leaves Employees shall retain but not accrue seniority. During such leaves, benefits, where practicable, shall continue at no cost to the Employer.
- 16.12 An Employee may apply for and, where possible, receive up to six (6) months leave of absence without pay for personal reasons. Such leave will not be unreasonably withheld by the Employer. Seniority will accumulate while on leave.
- 16.13 Employees, when delegated to perform Union activities, shall be granted leave of absence without pay, not to exceed thirty (30) days without loss off seniority.
- 16.14 Time off, without loss of regular earnings will be provided for authorized representatives of the COPE Local 458 for time spent in negotiations and in the processing of grievances up to and including arbitration with regards to the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, Shopmen's Local Union No.805 bargaining unit.
- 16.15 An Employee subpoenaed to appear in Court as a witness or juror on a regular working day, shall be allowed the required time off without loss of pay at the Employee's regular rate of pay, provided that any witness fees or jury fees paid to the Employee for this appearance are given to the Employer.
- 16.16 An Employee shall receive the pay and benefits provided for in this Agreement when on unpaid leave for Union activities. The Union shall reimburse the Employer for all pay and benefits during the period of absence.
- 16.17 An Employee, not on leave of absence without pay, shall be granted upon application, leave at their regular rate of pay for the following:
- a) Five (5) working days for the death of a Spouse (including Same Sex and Common Law Partner), Child, Legal Ward, Parent, Brother, and Sister. The Employee shall be granted as much time as necessary to attend or make arrangements for funeral/ memorial services. Additional leave may be granted by the Employer, upon request, without pay.
 - b) Three (3) working days for the death of an Employee's Mother-in-law, Father-in-law, Brother-in-law, Sister-in-law, Grandparent, Grandchildren, Aunt, Uncle, Niece or Nephew, Cousins. The Employee shall be granted as much time as necessary to attend or make arrangements for funeral/ memorial services. Additional leave may be granted by the Employer, upon request, without pay.

An Employee will be allowed Bereavement Leave for an individual not listed in Article 16.17 at the discretion of the Employer. This discretion includes authorization of time off without pay where deemed appropriate. In such cases, the Employee will put forward their request in writing to the Employer, and the Employer will provide a written response to the Employee within 24 hours.

If an Employee has been named the Executor, an additional two (2) days, with pay, shall be granted.

16.18 An Employee compelled to arrange a medical or dental appointment during working hours shall be allowed to meet such appointment without loss of pay, provided that they are not absent from work for a period longer than three (3) hours.

ARTICLE 17: SPECIAL UNPAID LEAVES

17.1 The Employer will provide for Job Protected Special Unpaid Leave such as:

- a) Citizenship Leave: The Employer will provide a half (1/2) day of unpaid leave for an Employee to attend a ceremony to receive a certificate of citizenship.
- b) Compassionate Care leave: The Employer will provide up to 27 weeks of unpaid leave for an Employee to provide care and support to a seriously ill family member. This leave can be taken in more than one period, but no period can be less than one-week duration.
- c) Critical Illness Leave: The Employer will provide up to the thirty-six (36) weeks of unpaid leave to care for an ill or injured child and up to sixteen (16) weeks of unpaid leave to care for an ill or injured adult family member.
- d) Death of a Child Leave: The Employer will provide up to one-hundred and four (104) weeks of unpaid leave.
- e) Disappearance of a Child Leave: The Employer will provide up to fifty-two (52) weeks of unpaid leave.
- f) Domestic Violence Leave: The Employer will provide up to ten (10) unpaid days in a calendar year to seek services such as medical, counsel, legal, law enforcement or to relocate temporarily or permanently.
- g) Long-term Illness and Injury leave: The Employer will provide up to the sixteen (16) weeks of unpaid leave per calendar year.
- h) Personal and Family Responsibility Leave: The Employer will provide up to the five (5) days of unpaid leave to take care of Personal health matters or Family Responsibilities

17.2 When an Employee is granted a leave of absence as outlined above the Employer agrees to continue paying the Employee's health care benefits. In the event an Employee does not return to work the Employee shall reimburse the Employer for the amounts paid in benefits while on leave. Seniority will continue to accrue during the unpaid leaves outlined above.

ARTICLE 18: SENIORITY

18.1 Seniority shall mean length of continuous service with the Employer.

18.2 An Employee shall lose all seniority rights for anyone or more of the following reasons:

a) voluntary resignation

b) discharge for just cause

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

18.4 An Employee laid off and placed on the recall list will accumulate seniority during the period of layoff.

18.5 Seniority lists will be made available by the Employer on an annual basis.

18.6 Upon return to work from a mutually agreed Leave of Absence, the Employee shall return to the same duties as the Employee was performing at the time of leave and in no instance will the rate of pay be less, if the Employee returns to work within a six (6) month period or less. If the Employee returns to work following a mutually agreed leave of absence longer than six (6) months, the Employee will return to work at the same rate of pay, however not necessarily the same duties.

Seniority will continue to accrue during the unpaid leaves outlined in this agreement.

ARTICLE 19: PROMOTIONS, LAY OFFS AND RECALL

19.1 When a vacancy occurs in the office of the Employer covered by this Agreement:

- a) Job vacancies shall be posted internally for 24 hours and current Employees within the bargaining unit, who have the required qualifications, shall on the basis of seniority, be allowed the opportunity to fill the vacancy,
- b) If the position is not filled as per the above, a posting notice shall be submitted in writing to the recording Secretary of COPE Local 458. If the Union cannot supply qualified help within forty-eight (48) hours excluding Saturday, Sunday and holidays, then the position may be posted externally. The Union agrees to notify the Employer immediately should no Union members be available.

19.2 All notices, postings and advertisements of vacancies or new positions, shall contain the following information:

- a) job title and classification
- b) required qualifications
- c) duties of the position
- d) salary/benefits as per collective agreement
- e) hours of work
- f) terms of employment

19.3 An Employee promoted to a higher rated position shall serve a trial period of three (3) months in the new position.

- a) If during that trial period the Employer determines that the Employee is not suitable for the new position, the Employee may be placed in the position they formerly occupied or in another mutually acceptable and available position, provided, however, that the rate of pay will not be less than for the position they left to accept the promotion.
- b) If during the trial period, the Employee determines that they are not satisfied in their new position, they shall have the right to revert to their former position on the same basis as set out in 19.3 (a) above.
- c) Any bumping which occurs as a result of 19.3 (a) and 19.3 (b) above shall be on the basis of seniority and the right to revert to former positions or suitable available positions as set out in 18.3a above.

- 19.4 Promotions shall be made on the basis of seniority, qualification, skill and experience. In the event two (2) or more Employees have the same relative capability and experience, the Employee with the greatest seniority shall be selected.
- 19.5 In the event that it becomes necessary to layoff full time regular Employees or to reduce their hours of work, the following procedure shall be used:
- a) The Employer will notify the Union and the Employees at least three (3) weeks in advanced of any impending layoff or reduction in hours of work of regular full-time Employees.
 - b) Employees with the least amount of seniority within the bargaining unit shall be the first to be laid off or have their hours reduced.
 - c) Casual or temporary Employees shall be entitled to not less than two (2) weeks' notice unless their anticipated term of employment would be completed within two (2) weeks.
 - d) Any full-time regular Employee who is laid off or whose hours of work have been reduced shall be re-hired or have their hours brought up to full-time regular hours before any new hiring takes place.
 - e) Employees who are laid off shall be placed on a recall list and be retained therein for a period of eighteen (18) months and shall be recalled in the reverse order of their layoff.
 - f) It shall be the responsibility of Employees who are on the recall list to keep the Employer advised of their current address and telephone number.
 - g) The Employer shall advise the senior Employee on the recall list of any employment opportunity and shall so advise the Recording Secretary of COPE Local 458. The Employer and COPE Local 458 shall make every reasonable attempt to contact the Employee. If the Employee has not responded to the notice of the employment opportunity within ten (10) working days, unless prohibited through illness, accident, or other just cause, the Employee's right to recall may be forfeited and the next Employee on the list may be contacted and provided the same opportunity of recall.
 - h) If no Employees are on the recall list or if they do not make themselves available as set out in 19.5 f) and 19.5g) above the Employer may fill the vacancy or new position pursuant to the terms of Article 19.1.
 - i) In the event of technological and procedural change which occurs during the term of an Employee's layoff, or affects their recall, the terms of Article 26.1 - Technological and Procedural Change, shall apply to employees on layoff and seeking recall.

- j) Employees recalled to their former position or to a position in the same salary range shall be reinstated at the same step in the same salary range which they occupied at the time of layoff and shall be paid at the current rate of pay.

19.6 When it becomes necessary to terminate the Employment of the Employee for reason of indefinite layoff, or office closure, the Employer must give the Employee written notice of termination of at least:

- 2 Weeks, if employed more than 3 months but less than 1 year
- 3 Weeks, if employed more than 1 year but less than 4 years
- 4 Weeks, if employed more than 4 years but less than 6 years
- 5 Weeks, if employed more than 6 years but less than 8 years
- 6 Weeks, if employed more than 8 years but less than 10 years
- 8 Weeks, if employed more than 10 years, or

The wages the Employee would have earned for the applicable period of notice, or combination of written notice of termination and the wages the Employee would have earned for the applicable period of notice.

No notice of termination is required if the Employee has been employed for 3 months or less.

ARTICLE 20: SEVERANCE PAY

20.1 Employees who are laid off shall be entitled to receive severance pay calculated at the rate of pay at the time of layoff on the basis of three (3) weeks' pay for each year of service. Severance pay will be pro-rated for fractions of a year.

20.2 Severance pay may be applied for as follows:

- a) Immediately upon severance if the Employee chooses not to be placed on the recall list.
- b) At any time up to the twelve (12) months from date of severance, if the Employees chooses to be removed from or becomes ineligible to remain on the recall list.

ARTICLE 21 – DISCHARGE AND TERMINATION:

21.1 It is hereby agreed that the Employer has the right to discharge only for just cause and notice or pay in lieu of notice may be forfeited in the event of such discharge at the Employer's option. The Employer will inform the Employee and the Union in writing of the reasons for such discharge at the time of discharge.

21.2 If upon joint investigation by the Union and the Employee, or by decision of the Arbitrator appointed pursuant to the terms of this Agreement, it shall be found that an Employee has been unjustly discharged; such Employee shall be subject to the award of the said Arbitrator. The award of the Arbitrator shall be final and binding on both parties

21.3 It is agreed by the parties to this agreement that discipline should be corrective, rather than punitive and shall be consistent with the concepts of progressive discipline.

No Employee covered by this agreement shall be disciplined in any manner, demote, suspended or terminated except for just cause.

The Employer agrees that the Employee and the Union shall be notified at least twenty-four (24) hours in advance of any interview of a disciplinary nature, unless and extension is mutually agreed, and to indicate:

- a) The Employee's right to be accompanied by a Union Representative
- b) The purpose of the meeting, including whether it involves the Employee's personnel record;
- c) That if the Employee's personnel record is to be considered during the interview the Employee and/or the Union Representative shall have access before the meeting to the file.

21.4 Progressive Discipline is a series of disciplinary actions that are corrective in nature and meant to assist the Employee to improve performance and/or eliminate behavioural concerns. The Employer endeavors to provide all Employees who violate policies, procedures or exhibit behavioural issues an opportunity to comply with the Employer's requirements by means of progressive disciplinary actions.

The Employer and the Union recognize that Coaching is part of the regular feedback Employees receive and is not considered a disciplinary action. Where the Employer documents coaching moments given to an Employee, the Employee and the Union will be given copies of such documentation and a copy will be placed in the Personnel file of the Employee. Any documentation related to coaching moments will be removed from the Employee's personnel file after one (1) year from the date of issue.

The following disciplinary actions will be taken when performance or behavioral issues are identified:

Verbal Warning: The Employer will meet with the Employee and a Union representative to review the performance or behavioural concern and discuss the disciplinary action to be taken. The Employee will be given a copy of the Policy or Procedure that was infringed to assist in improving performance or eliminating behavioural concerns. Expectations will be discussed. Where the Employer documents the verbal warning given to an Employee, the Employee and the Union will be given copies of such documentation and a copy will be placed in the Personnel File of the Employee.

Written Warning: The Employer will meet with the Employee and a Union representative to review the performance or behavioural concern and discuss the disciplinary action to be taken. The written warning can be issued within the period of time advised for monitoring after the verbal warning, provided there is no improvement in conduct or performance. A copy of the written warning will be provided to the Union and the Employee and will be placed in the Personnel File of the Employee.

Suspension without Pay: If there is no improvement then the Employer will meet with the Employee and a Union representative to review the performance or behavioural concern and discuss the disciplinary action to be taken. Suspensions without pay may be progressive. The Employer will document a suspension without pay and provide the Employee and the Union with copies of such documentation and a copy will be placed in the Personnel File of the Employee.

Dismissal: The Employer will provide the Employee and the Union with the reason(s) for the Dismissal and will provide the Employee and the Union with copies of such documentation and a copy will be placed in the Personnel File of the Employee.

ARTICLE 22: WAGES

- 22.1 Where a new job classification is established or where the nature of work within a classification is significantly altered, the job description, and rate of pay shall be negotiated between the Employer and the Union. Failing agreement, the dispute may be subject to a grievance and may be referred to arbitration. The Arbitrator shall have the power to determine appropriate job classification and rate of pay. The decision of the Arbitrator shall be final and binding.
- 22.2 Any new position not covered by Appendix "A" or any new position which may be established during the life of this Agreement shall be subject to negotiations between the Union and the Employer. In the event that the parties are unable to agree as to the classification and the rate of pay for the job in question or in reclassifying any position of an Employee which may be in dispute, it may be submitted to the grievance procedure and arbitration machinery of this Agreement.
- 22.3 An Employee assigned to a higher job classification or who temporarily replaces another Employee in such higher classification shall be paid at the higher rate for the period so employed. This provision shall not apply for brief periods of less than one-half (1/2) day except when an Employee is required to work at a higher classification on a recurring basis, i.e. each day, each week, or each month, the higher rate of pay shall apply.
- 22.4 Any Employee hired who reports for work and is not put to work shall be guaranteed no less than one-half (1/2) of a regular day's pay with a minimum of four (4) hours
- 22.5 Employees shall be paid bi-weekly as mutually agreed between the Employer and the Employees. If a payday falls on a holiday or a non-working day, the payday shall be advanced to the day before the holiday or the last banking day.
- 22.6 The parties agree that the rates of pay specified herein shall be retroactive to the expiry date of the last Agreement.
- 22.7 There shall be no discrimination in wages or benefits for any Employee who possess the necessary qualifications, skills in any given appointment or position.

ARTICLE 23: GENERAL

- 23.1 Employees shall not be asked to make any written statement or verbal contract which may conflict with this Agreement.
- 23.2 The privilege of using the Union Label shall be extended to the Employer as long as this agreement remains in full force and effect and the Employer is fulfilling all of its terms and conditions. The Union Label shall be the official Union Label of the Canadian Office and Professional Employees Union with the designation of Local 458 and shall remain the sole property of this Union.
- 23.3 It shall not be a violation of this Agreement or cause for discipline or penalization of any Employee in the performance of their duties, to recognize a picket line of employees engaged in a labour dispute. The Union shall notify the Employer as soon as possible of the existence of such recognized picket lines.
- 23.4 If Employees are receiving benefits in excess of the rights and privileges outlined in this Agreement, such conditions shall not be altered due to the signed of this Agreement.
- 23.5 Employees using their vehicles for Employer Business will be compensated the Revenue Canada mileage rate as established in January of each fiscal year.

ARTICLE 24: PERSONNEL RECORD

- 24.1 An Employee's record will be automatically cleared of disciplinary measures after one (1) year unless disciplinary action for an offence of a similar nature has had to be taken during the one (1) year period. An Employee, accompanied by their Steward, if so desired, has the right to examine personnel records upon request. The Steward may also examine the record on behalf of an Employee provided written authority is obtained from the Employee to do so.
- 24.2 The Employee and the Union must receive copies of any document expressing dissatisfaction with work performance or conduct or any other disciplinary measure placed on the personnel record.
- 24.3 The Employee may request that any other documentation be removed after one (1) year unless of an administrative nature. If such documents are not voluntarily removed by the Employer, this shall become subject to the grievance procedure.
- 24.4 The Employer agrees that there will be only one personnel file kept for any Employee.
- 24.5 Failure to conform to the above requirements shall render the discipline or discharge null and void.

- 24.6 In all instances of termination or discharge, with the exception of probationary Employees, a written reason for such termination or discharge will be supplied by the Employer at time of termination or discharge to the Union.

ARTICLE 25: GRIEVANCE PROCEDURE

- 25.1 Both parties recognize that an Employee, accompanied by a Union Steward has the right to discuss with the Employer any question or complaint relating to the working conditions and conditions of employment, including those governed by the provisions of this agreement, without prejudice to be right of the Union to have subsequent recourse to the grievance procedure.
- 25.2 A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the collective agreement or a case where the Employer has acted unjustly, improperly or unreasonably.
- 25.3 Where a dispute involving a question of general application or interpretation occurs, or when a group of Employees or the Union has a grievance, the Union and its representatives shall have the right to originate a policy grievance on behalf of an Employee, or a group of Employees and seek redress with the Employer in the manner provided in the grievance procedure.
- 25.4 Grievances must be filed within thirty (30) calendar days of the occurrence giving rise to the grievance or the aggrieved Employee(s) becoming aware of the event giving rise to the grievance or such longer period of time as may be reasonable in the event of circumstances beyond the control of the aggrieved Employee(s).
- 25.5 Time limits set out in the grievance procedure may be extended by mutual agreement in writing by the parties. If the aggrieved Employee(s) or the Union fails to process a grievance to the next step of the grievance procedure within the time limits specified they shall not be deemed to have prejudiced their position in arbitration.
- 25.6 Replies to grievances stating reasons shall be in writing at all stages.
- 25.7 At each step of the grievance procedure the aggrieved Employee(s) and the Union representative(s) shall have the right to be present without loss of pay.
- 25.8 Both parties agree no lawyers shall be permitted to participate in the Joint Grievance Panel proceedings
- 25.9 An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Step One:

The aggrieved Employee(s) or the Union shall first inform the Employer Representative of the existence of a dispute. The Employer shall then have up to two (2) working days to resolve the dispute to both parties satisfaction.

If that is not the case, the grievance may then be carried to Step Two.

Step Two:

The aggrieved Employee(s) or the Union shall file a formal grievance with the Business Manager. The grievance shall stipulate the nature of the grievance, such articles of the Agreement as may be alleged to have been violated and the redress ought by the grievor. If the grievance is not resolved within seven (7) working days to the grievance may be carried to Step 3.

Step Three:

If a grievance has not been resolved following the preceding steps of the Grievance Procedure, the grievance shall be referred to a Joint Grievance Panel, unless the Union or the Employer serves notice of an intention to bypass the Joint Grievance Panel in favour of referring the matter directly to Arbitration.

In the event a party serves notice of an intention to bypass the Joint Grievance Panel, the matter may be referred to arbitration within ten (10) working days of such notice being served.

Such Joint Grievance Panel will consist of one appointee from the Employer and one appointee from the Union. No person shall be appointed who has a direct personal interest in the subject matter of the grievance, and/or has had a direct personal involvement in earlier attempts to settle the grievance.

The joint Grievance Panel shall hold a hearing into the matter within ten (10) working days of being appointed and shall issue their recommendation within three (3) working days of the date the hearing was held.

Each of the parties shall advise the other, within five (5) working days of the receipt of the recommendation, as to whether they accept or reject the recommendation.

In the event the parties to the grievance accept the recommendation of the Joint Grievance Panel, the grievance shall accordingly be resolved, and the parties shall implement the recommendation within ten (10) working days, or in any event in accordance with such other implementation schedule as may be included in the Joint Grievance Panel recommendations.

In the event that either party determines that is not prepared to accept the recommendation of the Joint Grievance Panel, either party may then refer the matter within ten (10) working days of receipt of the Joint Grievance Panel recommendations.

Step Four:

An Arbitration Board consisting of one appointee selected by the Union, one selected by the Employer, and a Chairperson either mutually agreed upon or appointed by the Director of Mediation Services.

By mutual consent of the parties a Single Arbitrator may be substituted for the Arbitration Board. The Single Arbitrator shall be selected by mutual agreement, or if that is not attainable, by appointment by the Director of Mediation Services.

- 25.10 Neither an Arbitration Board nor a Single Arbitrator shall have the right to amend the terms of this agreement. The decision of the Arbitration Board or the Single Arbitrator shall be final and shall be binding upon the parties.
- 25.11 The costs of arbitration shall be borne separately by the parties except that the costs of the Chairperson of an Arbitration Board or the Single Arbitrator shall be shared equally by the parties.
- 25.12 If the aggrieved Employee(s) or the Union fails to process a grievance to the next step in the grievance procedure within the time limits specified they shall not be deemed to have prejudiced their position in arbitration.
- 25.13 No grievance shall be defeated or denied by any formal or technical objection. An Arbitration Board or the Single Arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedure irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision which is deemed just and equitable.

ARTICLE 26: TECHNOLOGICAL AND PROCEDURAL CHANGE

- 26.1 At the discretion of the Employer when new or greater skills are requested than are already possessed by affected Employee(s) under the present method of operations, such Employee(s) shall be trained, at the expense of the Employer and be given a period of time not to exceed six (6) months, during which they may perfect or acquire the skills necessitated by the new method of operation. There shall be no reduction in wages or salary rates during the training period of any such Employee(s) and no reduction in pay upon being re-classified in the new position.
- 26.2 The Employer shall, where workloads permit, allow Employees to upgrade knowledge and skills by affording to the Employee reasonable opportunities where possible to learn the work of equal or higher positions at their applicable rate of pay during regular working hours.

- 26.3 Any Employee wishing to further their training and increase their knowledge is encouraged to do so. The Employer agrees to pay wages at straight time rates for any job-related training or upgrading. In addition, the Employer agrees to pay tuition costs, up to a maximum of \$500.00 per year, at the time of registration. Any course or class must have prior authorization by the Employer.

ARTICLE 27: PARKING

- 27.1 The Employer shall ensure that parking places complete with plug-ins are provided at no cost to the Employee

ARTICLE 28: CONTRACTING OUT

- 28.1 No member of the bargaining unit shall suffer any loss of hours of work, loss of earnings or be laid-off as a result of contracting out the work of the bargaining unit on a continuing basis.

ARTICLE 29: HEALTH & SAFETY

- 29.1 The Employer agrees to make reasonable and proper provisions for maintenance of high standards of health and safety in the workplace including a properly heated, lighted and designed working environment that is free of pollution. The Employer shall comply with minimum applicable federal, provincial and municipal health and safety legislation and regulations, including the Occupational Health and Safety Act and Regulations thereto.
- 29.2 The Employer recognized the importance of taking precautions to ensure that the Employees who use Video Display Terminals (VDTs) in their work are protected from any risk to their health.
- 29.3 In .any case where the Employer is forced to temporarily close down the workplace, the Employees shall not suffer any loss of earnings, benefits or seniority for that period of time.

ARTICLE 30: HARASSMENT

- 30.1 The Employer and the Union are committed to the principles and provisions of the Alberta Human Rights Code and in providing a working environment free from discrimination. The Employer and the Union support the principle that all people are to be treated with dignity and respect. The Union and the Employer recognize the right of the Employees to work in an environment free from harassment, and the Employer undertakes to discipline any person employed by the Employer engaged in harassment of another Employee.
- 30.2 Personal harassment shall be defined as any personally oriented practice that undermines an Employee's health, job performance or endangers the Employees employment status or potential. All Employees have the right to work without such harassment. Personal harassment and bullying mean repeated comments and /or actions, or a course of conduct that is known or ought to be reasonably known to be unwelcome and in demeaning or humiliating. Personal harassment and bullying do not include legitimate discussions between management and employees that are necessary for the Employer's operations.
- 30.3 Sexual harassment means engaging in repeated comments or conduct of a sexual nature that is known or ought reasonably to be known to be unwelcome and shall include, but not be limited to:
- a) sexual solicitation or advance or inappropriate touching and sexual assault.
 - b) suggested remarks or other verbal abuse with a sexual connotation
 - c) repeated or persistent leering at a person's body
 - d) a reprisal, or threat of reprisal, which might be reasonably perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate touching is rejected.
- 30.4 In cases of sexual harassment, the Employee being harassed has the right to discontinue contact with the alleged harasser without incurring any penalty, pending determination of the grievance.
- 30.5 An Employee who wishes to pursue a concern arising from an alleged harassment may submit a complaint in writing within three (3) months of the latest alleged occurrence through the Union directly to the Employer. Complaints of this nature shall be treated in strict confidence by the Union and the Employer.

The Employer shall acknowledge the receipt of the complaint in writing, within seven (7) calendar days of receipt of the complaint from the Union and shall investigate and respond within thirty (30) days, which may be extended by mutual agreement.

Where the complainant is not satisfied with the Employer's response, the complaint may, within thirty (30) calendar days, be forwarded to the grievance procedure, commencing at Step 3.

- 30.6 An Employee may initiate a grievance under this clause at the first step of the grievance procedure. Grievances under this clause will be treated in strict confidence by the Union and the Employer.
- 30.7 It is the policy of the Employer to ensure that the working environment is conducive to the performance of work and is such that Employees are not hindered from carrying out their responsibilities. The Employer considers harassment in the workforce to be a totally unacceptable form of intimidation and will not tolerate its occurrence. The Employer will ensure that the victims of harassment are able to register complaints in complete confidence without fear of reprisal.
- 30.8 It is the responsibility of the Employer to ensure that this policy is respected by all Employees. The Union and the Employer agree that during the life of the Agreement, they shall jointly develop procedures, to deal with any allegations of harassment, which shall be attached to and form part of this Collective Agreement.

ARTICLE 31: DISCRIMINATION

- 31.1 The Employer agrees that there shall be no discrimination exercised or practiced with respect to any Employee in the matter of hiring, assigning wage rates, training, upgrading, 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, sex, marital or parental status, family relationships, place of resident, physical challenges, nor by reasons of membership or activity in the Union or by any other reason.

ARTICLE 32: CONFORMITY TO LEGISLATION

- 32.1 In the event that any part of this Agreement is affected by legislation passed by either the Federal or Provincial Governments, the Employer and Union recognize that this Collective Agreement remains in full force and effect, and agree to conform to any modifications required by such legislation.

ARTICLE 33: INTERIM AMENDMENT

33.1 This Agreement may be amended at any time by an agreement in writing, executed by the parties hereto. The party desiring such an amendment shall submit a proposal thereof in writing to the other party, which shall be entitled 'Request for Interim Amendment' and specify that is given under Article 32, and upon receipt thereof, the other party shall promptly consider such a proposal and, if required to do so discuss it with the other party proposing the amendment. The giving of such written request for interim amendment shall in no way affect or result in termination or expiration of this agreement, or prevent or obstruct any continuation or renewal thereof. It is expressly understood that if any disagreement should arise between the parties as to any request for interim amendment submitted by either party under this Article, such disagreement shall not be reviewable under the grievance procedure set forth in Article 25, nor arbitral under the arbitration provisions and procedures.

ARTICLE 34: AGREEMENT

34.1 This Agreement and any amendments thereto, shall continue in effect until midnight of June 30, 2025, and shall continue automatically thereafter for periods of one (1) year each, unless either party serves the other, in writing not less than sixty (60) days and not more than one hundred twenty (120) days, immediately preceding such expiration date, of its desire to amend this Agreement.

In the event a notice of a desire to amend this Agreement is given by either party as hereinabove provided, the parties shall meet within thirty (30) days from the giving of such notice, or within such further period as the parties may agree, for the purpose of negotiating such amendment or a new agreement.

If, pursuant to such negotiations, a new Agreement or renewal of this Agreement is not reached prior to the current expiration date, the terms and conditions set forth in this Agreement and/or any amendments thereto, shall continue in effect without change until a new Agreement is agreed upon or until a strike or lockout occurs according to law.

Retroactive pay shall be paid out to all Employees entitled within forty five (45) days after the Union has notified the Employer that the terms and conditions of the Agreement have been ratified by the Local Union.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date and year first written, in the City of Edmonton, the Province of Alberta.

Shopmen’s Local Union No.805 of the
International Association of Bridge,
Structural, Ornamental and Reinforcing
Iron Workers

Canadian Office and Professional
Employees Union Local 458

Business Manager/FST
Shopmen’s Local Union No.805

President
COPE Local 458

Bargaining Committee
COPE Local 458

APPENDIX A: WAGE SCHEDULE

OFFICE ADMINISTRATOR ASSISTANT

(Includes all daily office duties and reports directly to Office Administrator)

January 1, 2021	July 1, 2022	July 1, 2023	July 1, 2024
\$21.35	\$21.35	\$21.35	\$21.78
2%	0%	0%	2%

OFFICE & ADMINISTRATION MANAGER

(Includes all daily office duties and office supervision, reports directly to Business Manager)

January 1, 2021	July 1, 2022	July 1, 2023	July 1, 2024
\$27.92	\$27.92	\$27.92	\$28.48
2%	0%	0%	2%