



COLLECTIVE BARGAINING AGREEMENT

COPE Local 397

&

Boilermakers Lodge 146

July 25, 2024 — July 24, 2027

TABLE OF CONTENTS

Article	Title	Page
ARTICLE 1 – PURPOSE	3	
ARTICLE 2 – BARGAINING AGENCY AND RECOGNITION	3	
ARTICLE 3 – UNION SECURITY.....	3	
ARTICLE 4 – THE RIGHTS OF THE EMPLOYER.....	4	
ARTICLE 5 – DEFINITION OF EMPLOYEES.....	4	
ARTICLE 6 – UNION REPRESENTATION	6	
ARTICLE 7 – HOURS OF WORK	7	
ARTICLE 8 – OVERTIME	7	
ARTICLE 9 – EXPENSE REIMBURSEMENTS.....	8	
ARTICLE 10 – RECOGNIZED HOLIDAYS	8	
ARTICLE 11 – VACATION ENTITLEMENTS	9	
ARTICLE 12 – HEALTH & WELFARE BENEFITS AND RRSP’S	10	
ARTICLE 13 – LEAVES AND LEAVES OF ABSENCE.....	11	
ARTICLE 14 – SENIORITY RIGHTS.....	15	
ARTICLE 15 – PROMOTION, LAYOFF AND RECALL	16	
ARTICLE 16 – DISCHARGE AND TERMINATION.....	18	
ARTICLE 17 – WAGES.....	20	
ARTICLE 18 – WORKING CONDITIONS	20	
ARTICLE 19 – GRIEVANCE PROCEDURE	21	
ARTICLE 20 – TECHNOLOGICAL AND PROCEDURAL CHANGES.....	22	
ARTICLE 21 – UNION LABEL	23	
ARTICLE 22 – CONTRACTING OUT	23	
ARTICLE 23 – JURISDICTION.....	23	
ARTICLE 24 – HEALTH AND SAFETY.....	23	
ARTICLE 25 – LABOUR RELATIONS	24	
SIGNATURE PAGE	26	
INDEX	27	

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**Boilermakers Lodge 146
(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

- 1.1 The purpose of this Agreement is to maintain a harmonious relationship between the Employer and the employees; to clearly define the hours of work, rates of pay and conditions of employment; to provide for an amicable method of settling differences which may from time to time arise; to promote the mutual interest of the Employer and the employees; to promote and maintain such conditions of employment; and, in recognition whereof, the Employer and the Union agree to follow.

ARTICLE 2 –BARGAINING AGENCY AND RECOGNITION

- 2.1 The Employer recognizes the Union as the sole bargaining authority for all employees in its' office within the jurisdiction (Article 21A) of the Canadian Office and Professional Employees (COPE) within the category of office and clerical workers **as listed in Article 23, Jurisdiction**. It is expressly agreed that this Agreement shall not apply to any elected or appointed Officer or Representative of the Employer.

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 shall become members of the Union within fifteen (15) calendar days and shall remain in good standing so long as they are employed by the Employer.

- 3.2 The Employer agrees to automatically 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 an authorization form from the Union signed by the employee.
- 3.3 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.
- 3.4 All Canadian Office and Professional Employees Local 397 applicants need to be verified by the Union Steward to confirm active membership. To fill such vacancies the Employer will post the position with the current employees for forty-eight (48) hours excluding Saturday, Sunday, and holidays. If no employees apply for the position the Employer will post the position with the Recording Secretary and the Union Steward of the Canadian Office and Professional Employees Local 397 and the Employer will verify the request with a written confirmation to both. If the Union is unable to supply qualified union members to the Employer within forty-eight (48) hours excluding Saturday, Sunday, and holidays, the Employer may hire applicants who are not members of the Union, provided that if they are retained beyond thirty (30) calendar days shall become members of the Union within fifteen (15) calendar days.

ARTICLE 4 – THE RIGHTS OF THE EMPLOYER

- 4.1 It is the exclusive function of the Employer (Business Manager/Secretary Treasurer **or designate**) to hire, promote, demote, transfer, suspend, discipline, or discharge for just cause, employees within the bargaining unit. All promotions or demotions will be communicated in written format to the Union Steward.

ARTICLE 5 – DEFINITION OF EMPLOYEES

- 5.1 For the purpose of this Agreement, employees shall not include persons whose duties are supervisory.
- 5.2 A permanent employee is any person employed on a full-time permanent basis and who has completed the probationary period.

- 5.3 A permanent part-time employee is any person employed on a continuing basis for less than the normal hours of work or work week. Permanent part-time employees shall be covered by all conditions of this Agreement on a pro-rata basis consistent with the time regularly employed each week.
- 5.4 Temporary employee when used in this Agreement shall mean any employee who is filling a seasonal or established temporary position for a pre-determined period and does not have permanent status in accordance with the terms of this Agreement. A temporary employee who is hired to replace a permanent employee who is on an approved leave such as: Maternity, Parental, Adoption, Medical, Personal; shall not automatically become a permanent employee by virtue of being continuously employed for a period of eighteen (18) months and shall retain their temporary status while replacing the permanent employee. When a temporary employee has banked enough hours to qualify for benefits, they will automatically be enrolled in the appropriate health and welfare plans **and Registered Retirement Saving Plan (RRSP)** contributions will also begin at this point.

A casual employee is one who is assigned to a specific job and for a specific period with a maximum of ninety (90) consecutive calendar days.

- 5.5 All new employees, except temporary employees (as described above in *Article 5.4*), will be considered probationary for the first ninety (90) **consecutive** calendar days. After **successful completion of the probation period** the employee will become permanent.

A temporary employee transferred to permanent status will not be required to serve a further probationary period. No probationary employee shall have access to the grievance procedure relating to their discharge during their probation period.

- 5.6 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 position Level** and **position** description within the bargaining unit.
 - c) The specific duties the employee is expected to perform, and
 - d) To whom the employee is directly responsible.

Such **position** descriptions **may** be reviewed when **deemed** necessary. **By the Employer, the employee, or the Union.**

ARTICLE 6 – UNION REPRESENTATION

- 6.1 The Employer shall recognize the representative(s) as selected by the Union for 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.
- 6.2 The Union shall notify the Employer in writing of the names of its representative(s).
- 6.3 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. If an employee within the bargaining unit has concerns they would like to discuss with the Union Steward, the employee will not be harassed or discriminated against for exercising their right to contact the Union Steward.
- 6.4 The Union will elect or appoint a steward as spokesperson at the worksite who will be recognized in that capacity by the Employer. The Union Steward shall not be discriminated against for carrying out duties associated with the position. The Union shall inform the Employer of the Union Steward's name.
- 6.5 The Union Steward may investigate and process grievances at the first stage of the grievance procedure pursuant to Article 19.2, attend meetings with management or confer with representatives of the Union during working hours without loss of pay. The Union Steward shall obtain permission from the Employer before leaving their immediate work area for such purposes and permission shall not be unreasonably denied.
- 6.6 The Employer shall not discriminate against any employee with respect to terms or conditions of employment because of race, creed, colour, age, sex, marital or family status, religion, ancestry, place of origin, place of residence, political affiliation or activities, sexual orientation, or because of Union membership and activity, or for the exercise of any right under this Agreement.

ARTICLE 7 – HOURS OF WORK

- 7.1 A regular working day shall consist of seven (7) hours between the hours of 8:00 a.m. and **4:30** p.m., five (5) days per week, Monday through Friday. **There shall be** a lunch period of one (1) hour. **Regular shift-start and-end times will** be arranged between the Employer and the employee.
- 7.2 Two (2) relief periods per day of fifteen (15) minutes each, one (1) in the morning and one (1) in the afternoon shall be allowed. The two (2) relief periods cannot be banked.
- 7.3 Schedules showing times for hours of work and rest periods will be posted in all offices and must be adhered to. Any changes must be mutually agreed to by the Employer and the Employees.

ARTICLE 8 – OVERTIME

- 8.1 Employees within the bargaining unit shall have the choice of working overtime except where an emergency exists or when due to an exceptional workload, in the opinion of the Employer, overtime is required. All overtime must be assigned based upon seniority within the job classification, provided such Employees are willing and able to perform the duties.

- 8.2 All time working over the regularly established working day shall be considered as overtime and paid at the rate of double time (2X) at the end of the pay period. Saturdays, Sundays, and recognized holidays shall be paid at double time (2X) for time worked.

Alternatively, employees may choose to bank up to two (2) days at time-and-one-half (1.5X). Once the two (2) days are depleted, the banked time may be filled up again to the maximum of two (2) days. Banked time shall be taken at a time **approved** by the Employer.

- 8.3 All employees required to work overtime for more than two (2) hours beyond their regular working day will be allowed a lunch period of one (1) hour, at the regular rate of pay **or a hot meal provided by the Employer.**

All employees required to work overtime for more than four (4) hours on Saturday, Sunday, or recognized holidays will be allowed a lunch period of one (1) hour, at the regular rate of pay **or a hot meal provided by the Employer.**

- 8.4 Employees who are called back to work during regular scheduled days off, vacations, 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. Any additional time above three (3) hours shall be paid at overtime rates.
- 8.5 The Employer will be responsible for an employee's transportation home after 8:00 p.m. if overtime is scheduled after working hours and an employee does not have their own transportation.
- 8.6 For the purpose of this Article, time spent in out-of-town travel on Employer business shall be considered as time worked and paid at regular time rates.
- 8.7 A separate time sheet for the purpose of signing in and out for overtime shall be supplied by the Employer and payment for such overtime will be made accordingly.

ARTICLE 9 – EXPENSE REIMBURSEMENTS

- 9.1 If an employee is required to travel on behalf of the Employer **for Lodge business** the employee shall be reimbursed for actual travel expenses - including accommodations and meals, plus any other work-related expenses as approved by the Employer.
- 9.2 No employee shall be allowed to use their own vehicle for the purpose of any Employer business.

ARTICLE 10 – RECOGNIZED HOLIDAYS

- 10.1 The Employer agrees to provide permanent, temporary, and permanent part-time employees with the following **recognized** holidays without loss of pay:

New Year's Eve Day	Heritage Day (August)
New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Eve Day
Canada Day	Christmas Day
National Day for Truth and Reconciliation	Boxing Day

And any duly recognized Federal, Provincial or Civic holiday.

- 10.2 If any of the above recognized holidays falls upon a Saturday and/or Sunday, it shall be observed on either the previous Thursday and/or Friday or subsequent Monday and/or Tuesday as directed by the Employer.
- 10.3 If a recognized holiday as listed in Article 10.1 occurs when an employee is on vacation, it shall not be considered a vacation day.
- 10.4 No deduction shall be made in the pay of any regular employee for a recognized holidays except when an employee is absent without the immediate supervisor's consent (non-approved furlough) either of the working days immediately preceding or following the holiday.

ARTICLE 11 – VACATION ENTITLEMENTS

- 11.1 Employees whose employment has been severed prior to a year of service shall receive a percentage of their vacation pay as set out in the Employment Standards Code.
- 11.2 Senior **permanent** employees will be given preference in selection of vacation days. Vacation requests must be submitted **in written format** to the Employer each year by the end of February to qualify for seniority preference. Any employee who does not submit their vacation request by that date shall have waived their right to choose their vacation period over other employees.

Vacation days must be taken at a time mutually agreed upon with the Employer. Vacation days will be accrued from employment anniversary date to anniversary date, **however, for the sake of consistency an employee's annual** vacation entitlement may **be available for use every January. At no point shall an employee receive less than their entitled vacation days.**

Unless approved by the Employer, vacation entitlements must be used within the calendar year in which they were earned.

- 11.3 An employee who has completed one (1) year of service shall be entitled to three (3) weeks of annual vacation with pay, at their regular hourly rates, based on a seven (7) hour day, five (5) days a week.
- 11.4 An employee who has completed five (5) years of service shall be entitled to four (4) weeks of annual vacation with pay, at their regular hourly rates, based on a seven (7) hour day, five (5) days a week.

- 11.5** An employee who has completed ten (10) years of service shall be entitled to five (5) weeks of annual vacation with pay, at their regular hourly rates, based on a seven (7) hour day, five (5) days a week.
- 11.6** An employee who has completed fifteen (15) years of service shall be entitled to six (6) weeks of annual vacation with pay, at their regular hourly rates, based on a seven (7) hour day, five (5) days a week.
- 11.7** If an employee becomes ill or injured after having commenced their vacation leave for a period of more than three (3) days and qualifies for weekly indemnity coverage, the employee may request postponement of the remaining vacation days as outlined below:
- a) The employee shall advise the Employer of their disability and complete the application for weekly indemnity benefits.
 - b) All approved requests will result in the employee's remaining vacation days being cancelled after the request is received. The remaining vacation days shall be scheduled at a time mutually agreed upon by the employee and the Employer.
 - c) The Employer may require a physician's note to support a request for a vacation postponement.

ARTICLE 12 – HEALTH & WELFARE BENEFITS AND RRSP'S

- 12.1** The Employer agrees to pay the employee's monthly Alberta Health Care Insurance premiums or contribute to the Boilermaker Health and Welfare Plan.
- 12.2** The Employer shall contribute the required amount to the Boilermaker Health and Welfare Plan for all employees covered by this Agreement, based upon all hours paid or the minimum requirement, whichever is greater.

All employees will be covered under the medical, dental, short-term disability, long term disability and life insurance as provided under such Plan.

Medical and hospital insurance shall also provide coverage for the spouse and children of the employee as defined by the Plan. It is the responsibility of the employee to advise the insurance company of additional dependents requiring coverage. To receive benefits the employee must provide all information on forms required by the insurance company. The Employer shall contribute on a pro-rata basis to the Boilermaker Health and Welfare Plan for all permanent part-time employees, who are employed for less than fifteen (15) hours per week, covered by this Agreement based on all hours paid.

The Employer shall contribute the required amount to the Boilermaker Health and Welfare Plan for all permanent part-time employees, who are employed for fifteen (15) hours or more per week, covered by this Agreement based on the minimum requirement.

- 12.3 All employees shall be covered by the Workers' Compensation Board.
- 12.4 The Employer will contribute **three dollars and seventy-five cents (\$3.75)** per hour on all paid hours and the employee will contribute twenty-five cents (**\$0.25**) per hour on all paid hours into a Registered Retirement Saving Plan (**RRSP**).
- 12.5 All RRSP deductions will be made in accordance with the rules and regulations of the Canada Revenue Agency.
- 12.6 Employee health and welfare benefits shall be managed in accordance with the provider's policies, procedures, and regulations.
- 12.7 In the event of death of an employee, any outstanding wages and benefits shall be calculated and payable to the deceased's beneficiary.

ARTICLE 13 – LEAVES AND LEAVES OF ABSENCE

- 13.1 a) Employees will be allowed one (1) Sick Leave-day with pay for each month worked. Such Sick leave to be cumulative from year to year to a maximum of **Twelve (12)** actual working days.
Note - Employees **with** accumulated **Sick Leave** days **shall** keep what they have earned to date.
- b) On or about January 1st of each year, employees **will be paid pay-in-lieu for any unused Sick Leave days from the previous year** to a maximum of **ten (10) days**.
- c) If requested by the Employer, a physician's note will be supplied by the employee **for** an illness or disability extending beyond three (3) working days.
- d) Employees shall be entitled to use a maximum of twelve (12) weeks of their accumulated Sick Leave as outlined in *Article 13.1* above prior to being required to apply to the Boilermaker Health and Welfare Plan.
- e) Upon commencing with the Boilermaker Health and Welfare Plan **no loss of wages or benefits shall be suffered by the employee**.
- f) The above-mentioned Sick Leave will not be used in cases where illness or disability is covered by the Workers' Compensation Board.

- 13.2** A record of all Sick Leave and unused Sick Leave will be kept by the Employer. At the close of each calendar year, employees shall be given the opportunity to review their record with the Employer to verify that the recorded Sick Leave is correct. **The Employer recognizes the importance of reviewing attendance records and will endeavor to provide said documentation by the end of February each calendar year.**
- 13.3** In case of family illness, within the immediate family (Spouse, Common-law Spouse, Parent, Parent-in-law, Son or Daughter, adopted Son or Daughter or legal guardianship), the Employee shall be entitled to two (2) Sick leave days per year for family emergencies (not to be deducted from Employee's sick time). If these two (2) days have been used and another emergency arises the Employee shall be entitled to use accumulated Sick leave days.
- 13.4** Permanent full-time Employees will be eligible for three (3) days of Personal leave annually, at the beginning of each calendar year. Personal leave days must be used in the year they are provided and may not be carried over. Personal leave days are meant to ensure Employees can meet personal priorities and can be taken for any reason. Scheduling of such days is subject to Employer approval.
- 13.5** Employees shall be granted extended Sick Leave-of-absence without pay of up to six (6) months after one (1) year of service and twelve (12) months after five (5) years of service beyond the paid Sick Leave entitlement provided in *Article 13.1* above during period of lengthy illness or disability as certified by a medical doctor. During that period of leave beyond the paid Sick Leave entitlement, seniority will be retained but not accumulated.
- 13.6** Accumulated Sick Leave will be paid out up to one hundred and twenty (120) days upon termination of employment.
- 13.7** Employees shall be entitled to maternity/ paternity/ adoption leave as per the Employment Standards Code.

As part of the maternity/ paternity/ adoption leave for eight (8) of the weeks during which the employee receives benefits under the Employment Insurance Plan, the employee shall receive the difference between the Employment Insurance Plan benefits and ninety-five percent (95%) of their basic weekly pay.

The employee may have the option of returning to work after the completion of ninety (90) days Leave-of-absence. Should an employee wish to return earlier than ninety (90) days they must provide proof of medical clearance. The employee must give one (1) month of notice of their intention of returning to work.

- 13.8 When an employee is granted a leave-of-absence for Sick Leave or maternity/ paternity/ adoption leave 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 the amount paid **on behalf of the employee** for benefits while on leave.
- 13.9 Any employee may apply for and, where possible receive up to six (6) months of Leave-of-absence without pay, for reasons other than Sick Leave. Seniority will be retained but not accumulated. The Employer will not contribute to the Boilermaker Health and Welfare Plan during this period. Employees are responsible for arranging a continuation of benefit coverage during this time. Permission for such Leave must be obtained from the Employer in writing.
- 13.10 Employees when delegated to perform Union activities **may** be granted a Leave-of-absence without pay, **not to exceed** thirty (30) days without loss of seniority. Employees must submit notice in writing **a minimum of** three (3) working days prior to the leave being taken.
- 13.11 Employees selected to act on behalf of COPE Local 397 shall not have their wages reduced by reasons of time spent processing grievances with the Employer prior to the appointment of a conciliation commissioner or an arbitrator **or for the purpose of negotiating this Agreement. Employees acting in this capacity may not do so for more than three (3) consecutive calendar days and the number of employees who may be granted this benefit shall not exceed two (2) at any one time.**
- 13.12 In cases of death in the immediate family, an employee shall be granted a Leave-of-absence as follows:
- a) Five (5) days of Bereavement Leave with pay for spouse, common-law spouse, or children.
 - b) Three (3) days of Bereavement Leave with pay for grandparents, parents, stepparents, parents of spouse, brother, stepbrother, sister, stepsister, legal wards, and grandchildren.
 - c) Two (2) days of travel time with pay providing the distance travelled is more than two hundred (200) miles or three hundred and twenty (320) kilometers one way.
 - d) If the employee has been named Executor the employee will receive an additional two (2) days.
 - e) In cases where traveling time is necessary for out-of-town funerals, additional time will be allowed in accordance with distance to be traveled up to one week without pay.
 - f) Such Bereavement Leave will not be charged against Sick Leave, vacation entitlements or other accrued time off.

A Bereavement Leave up to three (3) days with pay shall be granted upon request in cases of the death of: sister-in-law, brother-in-law, and grandparents of spouse.

A maximum of two (2) days of Bereavement Leave per calendar year shall be granted to attend the funeral of a relative not covered above.

- 13.13** 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.
- 13.14** Permanent and Permanent part-time Employees who are compelled to arrange a medical or dental appointment (which may include an immediate family member) during working hours shall be allowed to meet such appointments without loss of pay, provided that they are not absent from work for a period longer than three (3) hours. If extended over three (3) hours the entire period shall be considered Sick leave and recorded. Such Employee shall not be obliged to make up the time spent away from work to keep the appointment. Unless there are extenuating circumstances appointments will be limited to two (2) per month. In the case of extenuating circumstances Employees must meet with the Office Manager to arrange for additional appointments without loss of pay.
- 13.15** Citizenship Leave: The Employer will provide a half (1/2) day of **paid** leave for an employee to attend a ceremony to receive a certificate of **Canadian** citizenship.
- 13.16** Critical Illness of a Child Leave: The Employer will provide up to thirty-six (36) weeks of unpaid leave to care for an ill or injured child.
- 13.17** Domestic Violence: The Employer will provide up to ten (10) unpaid days in a calendar year to seek services such as medical, council, legal, law enforcement or to relocate temporarily or permanently.
- 13.18** Disappearance of a Child: The Employer will provide up to fifty-two (52) weeks of unpaid leave.
- 13.19** Death of Child: The Employer will provide up to one-hundred and four (104) weeks of unpaid leave.

ARTICLE 14 – SENIORITY RIGHTS

- 14.1** Seniority shall mean length of continuous service with the Employer and shall be cumulative. **An updated seniority list shall be provided to employees upon request.**
- 14.2** An employee shall lose all seniority rights for any one or more of the following reasons:
- a) Voluntary resignation.
 - b) Discharge for just cause; and/or
 - c) Failure to return to work within ten (10) working days after being called by registered mail unless due to illness or accident. The Employer may require substantiating proof of illness or accident.
- 14.3** During an approved Leave-of-absence, seniority rights, Sick Leave, and Vacation entitlements will be retained but not accumulated.
- 14.4** Employees retained on staff following the probationary period will have seniority credited to date of hiring.
- 14.5** An employee laid off and placed on the recall list will retain but will not accumulate seniority during the period of layoff.
- 14.6** Seniority lists will be made available by the Employer and shall be amended annually in the event of any changes occurring during such period.
- 14.7** Upon return to work from a mutually agreed to leave-of-absence the employee shall return to the same **or comparable** duties **that** the employee was performing at the time of leave and in no instance, will the rate of pay be less if the employee returns within a six (6) month period or less.

Upon return to work from a mutually agreed to leave-of-absence of 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 be retained but not accumulated.

ARTICLE 15 – PROMOTION, LAYOFF AND RECALL

15.1 The Employer shall fill job vacancies within the office before hiring new employees **provided such employees have the necessary skills and qualifications and are available.**

15.2 Promotions shall be made based upon seniority, **demonstrated qualifications and skills**, 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.

All newly created or vacant positions will be posted by the Employer for three (3) working days and the candidate selected by this process will receive adequate training. The training period shall not exceed four (4) weeks. If there are no applicants for the posting as outlined above, the Employer will hire as per the procedure in *Article 3.4*.

15.3 An employee promoted to a higher-level position, shall be paid at a **Level 1 wage rate for that position** but **not** less than **the wage rate** received in their previous position.

15.4 An employee promoted to a higher-level position shall be on probation for the first sixty (60) days. If during the **probation period** the employee is considered unsuitable, the employee shall be reinstated to their former position or one of equal rank. An employee's progress **shall be** made according to:

a) Continuous Service

and

b) **Demonstrated Abilities**

c) Part-time employees shall be required to work equivalent **hours to those of full-time employees to progress from Level 1 to Level 3 and to meet Continuous Service Progressions.**

15.41 **Continuous Service Progressions shall be as follows:**

a) **Upon completion of five (5) years of continuous service, employees shall receive an increment of twenty cents (\$0.20) per hour on all hours worked.**

b) **Upon completion of ten (10) years of continuous service, employees shall receive an increment of twenty-five cents (\$0.25) per hour on all hours worked.**

c) **Upon completion of fifteen (15) years of continuous service, employees shall receive an increment of thirty cents (\$0.30) per hour on all hours worked.**

- d) Upon completion of twenty (20) years of continuous service, employees shall receive an increment of thirty cents (\$0.35) per hour on all hours worked.
- e) Upon completion of twenty-five (25) years of continuous service, employees shall receive an increment of forty cents (\$0.40) per hour on all hours worked per year, and an additional five cents (\$0.05) per hour on all hours worked for every year completed after twenty-five years of continuous service thereafter.

15.42 Demonstrated Abilities Progressions shall be made as follows:

- a) Awarded upon demonstrated proficiency of the skills, duties, and tasks required and/or a successful formal performance review.
- b) Received as an increment of ten cents (\$0.10) per hour on all hours worked.
- c) Received and applied for only once per annum.

15.5 If a reduction of office staff is necessary, the employee with the least amount of seniority will be the first laid off, subject to qualification, skill, **and experience**.

The Union may request from the Employer reasons in written format for such layoff decision(s) where a senior employee is laid off while a junior employee remains on staff.

15.6 All permanent full-time and permanent part-time employees shall be given at least two (2) weeks written notice of layoff.

The Employer shall not terminate the employment of an employee unless the Employer gives the employee:

- a) Notice of termination
OR
- b) A sum of money in place of notice of termination in accordance with **the rules and regulations of the Employment Standards Code**.
OR
- c) A combination of notice of termination and money in place of notice of termination in accordance with **the rules and regulations of the Employment Standards Code**.

15.7 A permanent full-time or permanent part-time employee who is laid off due to lack of work or redundancy shall be placed on the recall list for a period of one (1) year. Such employee is responsible **for keeping** the Employer advised of their address or any change thereof.

- 15.8 Employees on the recall list shall have first rights to any vacancy in their former job **Level** or to a similar **Level position** for which the employee is qualified.
- 15.9 Employees recalled to their former position or to a position having the same **wage** range shall receive the **wage** rate they held at the time of layoff.

ARTICLE 16 – DISCHARGE AND TERMINATION

16.1 Progressive Discipline

It is agreed by the parties to this Agreement that discipline should be corrective rather than punitive and shall be consistent with the concept of progressive discipline.

The Employer and the Union **understand that it** is the **employee's** right to be accompanied by a Union Representative. Progressive discipline is a series of disciplinary actions that are corrective in nature and are meant to assist the employee to improve performance and/or eliminate behavioral concerns. The Employer endeavors to provide all employees who violate policies, procedures or exhibit behavioral 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 **documented, copies of a coaching moment will be** given to **the** employee, the Union and a copy placed in the **employee's** Personnel File

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 behavioral 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 behavioral concerns. Expectations will be discussed. **A verbal warning will be documented, provided** to the **Union**, the **employee**, and a copy placed in the **employee's** Personnel file.

Written Warning

The Employer will meet with the employee and a Union representative to review the performance or behavioral concern and discuss the disciplinary action to be taken. The written warning can be issued within the period 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**, the **employee**, and a copy placed in the **employee's** Personnel file.

Suspension with Pay

If there is no improvement, then the Employer will meet with the employee and a Union representative to review the performance or behavioral concern and discuss the disciplinary action to be taken. The suspension with pay will be documented, provided to the **Union, the employee, and a copy placed in the employee's Personnel file.**

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 behavioral concern and discuss the disciplinary action to be taken. **Suspensions without pay may be progressive.** The suspension **without pay will be documented** to the **Union, the employee, and a copy placed in the employee's Personnel file.**

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 placed **in the employee's Personnel file.**

16.2 Personnel Record

An employee's record will be automatically cleared of disciplinary measures after **two (2) years** unless disciplinary action for an offence of a similar nature has had to be taken during the one (1) year period. Upon written request employees accompanied by their Union representative/Union Steward if so desired, have the right to examine their Personnel file. The Union representative/Union Steward may also examine the file on behalf of the employee provided written approval to do so was obtained from the employee.

The employee and the Union shall receive copies of any document expressing dissatisfaction with work performance or conduct or any other disciplinary measure placed on the **employee's Personnel file.**

The Employer agrees that there will be only one (1) Personnel file kept for an employee. Failure to conform with the above requirements shall render the discipline or discharge null and void.

- 16.3** Upon request by either a probationary employee or the Employer, there may be an evaluation of the employee's work performance once they have concluded their probationary period. The absence of an evaluation on file shall indicate satisfactory performance. A copy of the evaluation will be placed in the employee's Personnel file.

- 16.4 In all instances of termination or discharge, except for 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.
- 16.5 If upon joint investigation by the Union and the Employer 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 said arbitration that shall be final and binding on both parties.

ARTICLE 17 – WAGES

- 17.1 Employees will be classified in accordance with the **position that meets their qualifications, skills,** and experience and shall be paid not less than the minimum weekly or hourly wage rate for such **position** in accordance with *Appendix A*.
- 17.2 **When a new position is established or a current position is revised, the Employer will notify the Union.**
- 17.3 Employees shall be paid weekly or biweekly. If a payday falls on a recognized holiday or non- working day, payday shall be advanced to the day before the holiday or the last banking day.
- 17.4 An employee hired who reports for work and is not put to work shall be guaranteed not less than half (1/2) of a regular day's pay with a minimum of three (3) hours.
- 17.5 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.

ARTICLE 18 – WORKING CONDITIONS

- 18.1 Employees shall not be asked to make any written statement or verbal contract which may conflict with this Agreement.
- 18.2 It shall not be a violation of this Agreement or cause for discharge of any employee in the performance of their duties, to recognize a legal picket line. The Union shall notify the Employer as soon as possible of the existence of such recognized picket line.

- 18.3 It is the responsibility of the Employer to make available to the employee all equipment and supplies that may be necessary to complete their tasks and duties.

ARTICLE 19 – GRIEVANCE PROCEDURE

- 19.1 If any difference concerning the interpretation, application, operation or any alleged violation of this agreement, or any employee believes they have been unjustly treated, or any question as to whether any difference is arbitrable arises between the parties or persons bound by this collective agreement, such parties or persons involved directly in the difference shall meet and endeavor to resolve the difference.
- 19.2 If an acceptable conclusion is not achieved at this meeting between the two parties, the aggrieved party will request the presence of the Union Steward to meet within fourteen (14) working days with the **Employer’s Business Manager/Secretary Treasurer** or a delegated representative of the Employer to resolve the difference. If the matter is still unresolved, any grievance arising from it shall be handled in the following manner:

Step 1

The grievance shall be reduced to writing within seven (7) working days. Within fourteen (14) working days of presenting the written grievance, the Union Steward and the Employer's representative shall meet to discuss the grievance. The Employer within seven (7) working days of such meeting shall present their written decision to the Union Steward and the griever.

Step2

If the grievance is not satisfactorily settled at Step 1, a joint grievance committee of four (4) persons shall be established; two (2) members to be named by the Employer and two (2) members named by the Union. The joint grievance committee shall meet within fourteen (14) working days and attempt to resolve the dispute. The Union Steward may be one of the joint grievance committee members named by the Union. The Employer or their appointed representative will state their decision in writing to the Union not later than seven (7) working days after meeting with the joint grievance committee.

Step 3

Failing a settlement after following Steps 1 and 2 of this grievance procedure, or any difference between the parties arising from the interpretation, application, administration, or alleged violation of this agreement, including any question as to whether a matter is arbitrative, such difference or question may, within thirty (30) working days be referred at the written request of either party to mediation and/or arbitration. The recipient of the notice shall, within five (5) working days meet with the other party for the purpose of appointing a mediator or arbitrator.

- 19.3 If the parties are unable to agree on an arbitrator within the time limit the appointment shall be made by the Minister of Labour upon the request of either party.
- 19.4 The arbitrator shall hear and determine the difference. They may quash, vary, or confirm any action taken by either party, and shall issue an award in writing, and the decision is final and binding upon the parties and upon any employee affected by it.
- 19.5 The expenses of the arbitrator shall be borne jointly by the two parties. In the event a hearing is cancelled or adjourned at the request of one party, the party shall be responsible for all costs of the adjournment, except where extenuating circumstances exist (such as illness, accident, etc. or by mutual agreement).
- 19.6 The arbitrator, by their decision, shall not alter, amend, or change the terms of the collective agreement.
- 19.7 Time limits shall be extended by the Employer or the Union providing the request is in writing, with the reason and the time extension is specified.

ARTICLE 20 – TECHNOLOGICAL AND PROCEDURAL CHANGES

- 20.1 In the event of proposed technological changes such as the introduction of office machinery, the Employer agrees to offer employment to current employees before hiring from the outside market. The Employer further agrees to institute a training program for the employees who wish to accept employment in these mechanized positions.
- No employee shall be dismissed or have their normal earnings or working hours reduced, because of technological change.
- 20.2 The Employer shall, where workload permits, 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 the applicable rate of pay during regular working hours.
- 20.3 Any employee who wishes to further **their** knowledge regarding the **skills and qualifications required for their position with** the Employer shall do so outside the recognized working hours or days. **After successful completion of same and with the written pre-approval of the Employer’s Business Manager/Secretary Treasurer or designate,** the Employer agrees to reimburse the employee for fees for such classes or courses.

ARTICLE 21 – UNION LABEL

21.1 The privilege of using the Union Label shall be extended to the Employer if this Agreement remains in full force and effect and the Employer is fulfilling its terms and conditions. The Union Label shall be the official Union Label of the Canadian Office and Professional Employees with the designation of Local 397 and shall remain the sole property of the Union.

ARTICLE 22 – CONTRACTING OUT

22.1 The Employer agrees that all work coming within the jurisdiction of the Union, as described in Article 23, shall be done by employees within the bargaining unit and such work shall not be contracted out nor performed by any elected or appointed official or representative of the Employer beyond previous established practice. All such work shall be done by these employees as part of their regular or overtime hourly paid work and shall not be done on any incentive or a contract basis.

22.2 The Employer shall not contract out work if there are employees at work or on layoffs who **have the qualifications and skill set** to perform the work in question.

22.3 Should it become necessary to contract work out, the Employer agrees that such contracting out will be given to a Union Shop whenever feasible.

ARTICLE 23 – JURISDICTION

23.1 The scope of work performed by members of the bargaining unit described in Article 5 shall include all administrative support duties listed in the **position** descriptions-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 24 – HEALTH AND SAFETY

24.1 The Employer agrees to make reasonable and proper provisions for maintenance of high standards of health and safety in the workplace according and in compliance with the applicable Occupational Health and Safety Act and Regulations.

ARTICLE 25 – LABOUR RELATIONS

25.1 A Labour-Relations Committee shall be appointed consisting of two (2) representatives from the Union and two (2) representatives from the Employer. The Committee shall meet once every six (6) months or when necessary for the purpose of discussing all matters of mutual concern. The Committee shall make recommendations to the Union and to the Employer. Time spent by Employees in carrying out the functions of the Committee shall be time worked.

APPENDIX A WAGE MATRIX

Boilermakers Local Lodge 146
Wage Matrix

Position Levels	4%			3%			3%		
	2024 Level 1	2024 Level 2	2024 Level 3	2025 Level 1	2025 Level 2	2025 Level 3	2026 Level 1	2026 Level 2	2026 Level 3
Team Lead Level	\$37.14	\$37.24	\$37.34	\$38.25	\$38.35	\$38.45	\$39.40	\$39.50	\$39.60
Senior Level	\$36.23	\$36.33	\$36.43	\$37.32	\$37.42	\$37.52	\$38.44	\$38.54	\$38.64
Intermediate Level	\$35.30	\$35.40	\$35.50	\$36.36	\$36.46	\$36.56	\$37.45	\$37.55	\$37.65
Junior Level	\$34.63	\$34.73	\$34.83	\$35.67	\$35.77	\$35.87	\$36.74	\$36.84	\$36.94
Casual	\$33.94	\$34.04	\$34.14	\$34.95	\$35.05	\$35.15	\$36.00	\$36.10	\$36.20
Temporary	\$32.39	\$32.49	\$32.59	\$33.36	\$33.46	\$33.56	\$34.36	\$34.46	\$34.56

Continuous Service Progressions

- a) Upon completion of five (5) years of continuous service, employees shall receive an increment of twenty (\$0.20) cents per hour on all hours worked.
- b) Upon completion of ten (10) years of continuous service, employees shall receive an increment of twenty-five (\$0.25) cents per hour on all hours worked.
- c) Upon completion of fifteen (15) years of continuous service, employees shall receive an increment of thirty (\$0.30) cents per hour on all hours worked.
- d) Upon completion of twenty (20) years of continuous service, employees shall receive an increment of thirty (\$0.35) cents per hour on all hours worked.
- e) Upon completion of twenty-five (25) years of continuous service, employees shall receive an increment of five cents (\$0.05) per hour on all hours worked per year.

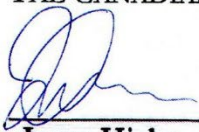
Demonstrated Abilities Progressions

- a) Awarded upon demonstrated proficiency of the skills, duties, and tasks required and/or a successful formal performance review.
- b) Received as an increment of ten cents (\$0.10) per hour on all hours worked.
- c) Received only once per annum.
- d) Employees may apply for one (1) Demonstrated Abilities Progression increment per annum.

SIGNATURE PAGE

Signed on behalf of:

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



Jason Hicks
Acting President



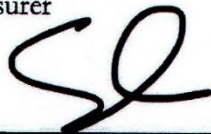
Trevor Morin
Union Rep



Gus Anastasakis
Treasurer



Kyla Hawco
Bargaining Team Member



Sarah Conklin
Bargaining Team Member

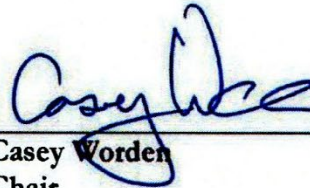
Date: March 14, 2025

Signed on behalf of:

BOILERMAKERS LODGE 146



Mack Walker
Business Manager



Casey Worden
Chair

Date: February 6th, 2025

INDEX

A

Article 1 – Purpose	3
Article 10 – Recognized Holidays	8
Article 11 –Vacation Entitlements	9
Article 12 – Health and Welfare Benefits and RRSP's	10
Article 13 – Leaves and Leaves of Absence	11
Article 14 – Seniority Rights	15
Article 15 – Promotion, Layoff and Recall	16
Article 16 – Discharge and Termination	18
Article 17 – Wages	20
Article 18 – Working Conditions	20
Article 19 – Grievance Procedure	21
Article 2 –Bargaining Agency and Recognition	3
Article 21 – Union Label	23
Article 22 – Contracting Out	23
Article 23 – Jurisdiction	23
Article 24 – Health and Safety	23
Article 25 – Labour Relations	24
Article 3 – Union Security	3
Article 30 – Technological and Procedural Changes	22
Article 4 – The Rights of the Employer	4
Article 5 – Definition of Employees	4
Article 6 – Union Representation	6
Article 7 – Hours of Work	7
Article 8 – Overtime	7
Article 9 – Expense Reimbursements	8

B

Bargaining Agency and Recognition	3
---	---

C

Contracting Out	23
-----------------------	----

D

Definition of Employees	4
Discharge and Termination	18

E

Expense Reimbursements	8
------------------------------	---

G

Grievance Procedure	21
---------------------------	----

H

Health and Safety	23
Health and Welfare Benefits and RRSP's	10
Hours of Work	7

J	
Jurisdiction	23
L	
Labour Relations	24
Leaves and Leaves of Absence	11
O	
Overtime – Article 8.....	7
P	
Promotion, Layoff and Recall.....	16
Purpose	3
R	
Recognized Holidays	8
S	
Seniority Rights	15
Signature Page.....	26
T	
Technological and Procedural Changes	22
The Rights of the Employer	4
U	
Union Label	23
Union Representation	6
Union Security	3
V	
Vacation Entitlements.....	9
W	
Wages	20
Working Conditions	20