



COLLECTIVE BARGAINING AGREEMENT

UA Local 496 ~ and ~ COPE Local 397
January 1, 2019 – December 31, 2021

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION
(COPE), LOCAL 397, CALGARY UNIT
HEREINAFTER REFERRED TO AS THE “UNION”

~ AND ~

THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES
OF THE
PLUMBING AND PIPEFITTING INDUSTRY
OF THE UNITED STATES AND CANADA
LOCAL UNION 496,
HEREINAFTER REFERRED TO AS THE “EMPLOYER”

ARTICLE 1 – PURPOSE

- 1.01 The purpose of this agreement is to maintain a harmonious relationship between the Employer and the Employees: to define clearly the hours of work, rates of pay and conditions of employment; to provide for an amicable method of settling differences which may from time to time arise; to promote and maintain such conditions of employment and in recognition thereof, the Employer and the Union agree as follows:

ARTICLE 2 – BARGAINING AGENCY AND RECOGNITION

- 2.01 The Employer recognizes the Union as the sole bargaining authority for all Employees in its office with the jurisdiction of the Canadian Office and Professional Employees Union Local 397, Calgary Unit, and within the classifications of office and clerical workers listed in Appendix “A” or within such new classifications as may from time to time be agreed to and established by the parties. It is expressly agreed that this agreement shall not apply to any elected or appointed Officer, Business Agent or Representatives of the Employer whose duties are as outlined in their respective Constitutions.

ARTICLE 3 – DISCRIMINATION

3.01 Discrimination

- a) There shall be no discrimination, interference, coercion, restriction, exclusion, intimidation, harassment, derogatory comments or stronger discipline against any Employee on account of race, creed, color, nationality, gender, sexuality, sexual orientation, gender identity, age, marital status, physical disability, political affiliation or connection with a trade union organization. The above mentioned may not be easily recognized, so harassment, discrimination or exclusion on those grounds may be harder to identify or recognize.

3.02 Sexual Harassment

- a) The Union and the Employer recognize the right of Employees to work in an environment free from sexual harassment and the Employer undertakes to discipline any person employed by the Employer engaging in the sexual harassment of another Employee.
- b) Sexual harassment shall be defined as:
 - i) inappropriate touching, including which is expressed to be unwanted;
 - ii) suggestive remarks or other verbal abuse with a sexual connotation;
 - iii) compromising invitations;
 - iv) repeated or persistent leering at a person's body;
 - v) demands for sexual favours;
 - vi) sexual assault.
- c) 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. In cases where sexual harassment may result in the transfer of an Employee where possible, it shall be the harasser who is transferred. The Employee who is harassed will not be transferred against their will.
- d) An Employee may initiate a grievance under this clause at any step of the grievance procedure. Grievances under this clause will be handled with all possible confidentiality and dispatch.
- e) An alleged offender under this clause shall be entitled:
 - i) to be given notice of the substance of a grievance under this clause;
 - ii) to be given notice of and to attend, participate in and be represented at any arbitration hearing which is held as a grievance under this clause.
- f) An Arbitrator, hearing a grievance under this clause, shall have authority to:
 - i) dismiss the grievance;
 - ii) determine the appropriate level of discipline; and
 - iii) make such further order as may be necessary to provide a final and conclusive settlement of the grievance.
- f) An alleged offender under this clause shall not be entitled to grieve disciplinary action taken by the Employer which is consistent with the award of the Arbitrator .

3.03 The Employer and the Union agree to observe the provisions of the Individual's Rights Protection Act and the Canadian Bill of Rights.

3.04 The Employer agrees it shall not interfere with, restrain, coerce or discriminate against, Employees in their lawful right to become and remain Members of the Union and to participate in its activities.

3.05 Harassment/Abuse

The Employer agrees that it does not condone the actions of a Member who is verbally/physically abusive and harassing to the staff. The Employer also agrees that appropriate action will be taken to ensure the staff is relieved of the situation at the time it is occurring and that the Member will be reprimanded for his actions.

ARTICLE 4 – UNION SECURITY

4.01 The Employer agrees that all eligible Employees, whether permanent full-time or part-time shall maintain union membership as a condition of employment. New Employees who are retained beyond thirty (30) days of employment shall become Members of the Union and shall remain in good standing as a condition of employment.

4.02 All Employees engaged on a temporary or casual basis must be a Member of the Union and must be hired through the office of the Union. If the Union is unable to supply qualified personnel suitable to the Employer within forty eight (48) hours (excluding Saturdays, Sundays and Holidays) after the request is made, Employees may be hired from elsewhere. Any Employee hired, who is not a Member of the Union, must pay the applicant's service fee of one (1) hour's wages (including holiday pay) to the Union if they earn more than one hundred dollars (\$100.00) in any one (1) calendar month and must join the Union after thirty (30) days of employment.

4.03 The Employer agrees, upon written authorization from the Employee, to deduct monthly union dues, initiation fees and assessments and to transfer monies collected to the Treasurer of the Union by the 15th day of the following month together with a list of the Employee's names from whom such deductions were made.

4.04 Upon written notice from the Union that an eligible Employee has failed to maintain Union Membership by refusing to pay dues or assessments, the Employer agrees to terminate employment of said Employee within seven (7) days of the date of notice.

4.05 Should a vacancy occur in the office of the Employer covered by this Agreement, such position shall be posted with the Recording Secretary of COPE Local 397.

4.06 No work shall be performed or contracted out that will affect the hours of work, pay or benefits of any Employees.

ARTICLE 5 – DEFINITION OF EMPLOYEES

5.01 A permanent Employee is any person employed on a full-time permanent basis who has completed the probationary period of six (6) months of employment.

5.02 (a) A permanent part-time Employee is any person employed on a continuing basis for less than the normal hours of work or work week.

- (b) Permanent part-time Employees, after six (6) months continuous service, shall be covered by all conditions of this Agreement except as follows:
 - i) Sick leave entitlement shall be on a pro-rata basis consistent with time employed.

- 5.03 A temporary Employee is one hired by the Employer as a replacement into a specific job and hired for a specific period of time. Should continuous employment exceed six (6) months, the Employee will be considered a permanent Employee and shall have rights under this agreement and seniority shall date back to the original date of employment. This clause does not refer to replacement Employees hired for extended sick leave or extended leave granted for Union activities.
- 5.04 A casual Employee is one hired for extra or relief work on a call in basis only and shall be guaranteed not less than two (2) hours work on each day which they are employed.
- 5.05 All new Employees, except temporary or casual Employees, shall be considered probationary for the first six (6) months of their employment. After six (6) months of employment, an Employee shall become permanent. A temporary Employee transferred to regular status shall not be required to serve a further probationary period.
- 5.06 The Employer or their representative shall make known to the Employees the duties they are expected to perform and from whom they shall receive instructions as to the policies and procedures of the establishment.

ARTICLE 6 – UNION REPRESENTATION

- 6.01 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.
- 6.02 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 shall obtain authorization from the Employer as to appropriate time for such contact before meeting the Employees.
- 6.03 The Employer shall recognize the Office Steward elected or appointed by the Union and shall not discharge, discipline or otherwise discriminate against such Office Steward for carrying out the duties proper to that position. The Union shall inform the Employer of the name of the Office Steward.
- 6.04 The Office Steward may, within reason, investigate grievances or confer with the representatives of the Union during working hours without loss of pay. If possible, the Steward shall obtain permission from the immediate supervisor before leaving the immediate area for such purposes and such permission shall not be unreasonably denied.
- 6.05 The Employer shall not discharge, discipline or otherwise discriminate against any members of the Union for participation in or for legitimate action on behalf of the Union or for the exercise of rights provided by this Agreement.

- 6.06 **Prior to any investigation meeting or disciplinary action being taken, the Employer will advise the Employee of their right to have a Union Steward, Officer or Representative present.**

ARTICLE 7 – HOURS OF WORK

- 7.01 (a) The regular hours of work shall be from 7:30 a.m. to 12:30 p.m. and 1:30 p.m. to 4:30 p.m., five days per week, Monday through Friday inclusive. A regular set lunch period of not less than one half (½) hour shall be mutually arranged between the Employer and the Employees.
- (b) Summer hours of operation shall permit each permanent Employee to receive **one** Friday afternoon off **per month from May to September** with pay scheduled on a rotational basis.
- 7.02 Employees required to go outside the office to do banking or any other business for the Employer shall not be required to conduct this business before or after working hours or during lunch break.
- 7.03 Permanent full-time Employees shall be granted one and one half (1 ½) days off per month, with pay, for personal business. The office to remain open five (5) days per week, Monday to Friday and no more than one person to be absent at one time.

ARTICLE 8 – OVERTIME

- 8.01 All time worked in excess of the regularly established working day or time worked on an Employees recognized days of rest shall be considered overtime and be paid for at the rate of double time (2x). Saturdays and Sundays shall be paid for at double time (2x) for hours worked.
- 8.02 In all cases where overtime exceeding two (2) hours is to be worked, the Employee shall be entitled to a hot meal, where appropriate, after two (2) hours of overtime and every four (4) hours thereafter at no cost to the Employee. Not less than one half (½) hour's pay at overtime rates shall be paid for the meal break.
- 8.03 Employees who are called back to work during their regular scheduled days off or vacations or outside the regular working day shall receive a minimum of two (2) hours pay at overtime rates provided the Employee reports for such work.
- 8.04 Provided the Employee does not have personal transportation, the Employer shall be responsible for an Employee's safe transportation home after 7:00 p.m. or darkness, in the event of overtime scheduled after working hours.
- 8.05 Permanent part-time Employees required to work additional hours over and above their regularly scheduled hours from Monday to Friday shall be notified the day before. Otherwise, the overtime rates of pay and conditions shall apply.
- 8.06 Overtime, unless scheduled the previous work day, shall be on a voluntary basis.

- 8.07 The Business Manager shall be notified, in writing, one (1) day in advance, of all overtime requirements.
- 8.08 It shall be the responsibility of the staff to be available for Regular and Special Called Meetings.

ARTICLE 9 – STATUTORY HOLIDAYS

- 9.01 (a) The Employer agrees to provide permanent full-time Employees with the following statutory holidays without loss of pay:

New Year’s Day	August Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Sunday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
One (1) Day Stampede Week	Christmas Floater

and any other day that may be stated as a legal Holiday by the Federal, Provincial or Civic Governments.

- (b) Work permitting, the office may be closed at noon on Christmas Eve and re-open the first working day of January. COPE Local 397 Members must use vacation leave and/or floater days to accommodate this period of leave.
- 9.02 When any of the above holidays fall on a regular day off, the following working day(s) shall be observed as the holiday(s).
- 9.03 Permanent full-time Employees shall be paid for statutory holidays providing they work the scheduled working day immediately before or immediately following the holiday unless prior permission to be absent has been granted or proof of illness is provided.
- 9.04 In the event any of the holidays enumerated above occur during the period of an Employee’s vacation, an additional day with pay shall be allowed for each holiday so occurring.
- 9.05 Permanent part-time Employees, after six (6) months continuous service shall be paid for statutory holidays when they fall on a regularly scheduled working day, providing they work the scheduled working day immediately before or immediately following the holiday unless prior permission to be absent has been granted or proof of illness is provided.

ARTICLE 10 – VACATIONS

- 10.01 Senior Employees shall be given preference in selection of vacation periods. Such vacation shall be taken at a time mutually agreeable between the Employer and the Employee.

10.02 Employees with less than one (1) year's employment in any year shall be entitled to one day's vacation for each month of service with a maximum of ten (10) working days with pay. **Any vacation days taken shall be deducted from the One Year of Service Vacation Entitlement in 10.03 (a).**

10.03 All **current** permanent full-time Employees **as of the signing of this Collective Agreement** shall receive annual vacation with pay according to length of service:

- (a) Three (3) weeks vacation with pay after one (1) years continuous employment.
- (b) Four (4) weeks vacation with pay five (5) years continuous employment.
- (c) Five (5) weeks vacation with pay after ten (10) years continuous employment.
- (d) Six (6) weeks vacation with pay after fifteen (15) years continuous employment.

No more than three (3) weeks to be taken consecutively without prior arrangement with the Employer.

All permanent full-time Employees hired after the signing of this Collective Agreement shall receive annual vacation with pay according to length of service:

- (a) **Three (3) weeks vacation with pay after one (1) years continuous employment.**
- (b) **Four (4) weeks vacation with pay five (7) years continuous employment.**
- (c) **Five (5) weeks vacation with pay after ten (12) years continuous employment.**
- (d) **Six (6) weeks vacation with pay after twenty (20) years continuous employment.**

No more than three (3) weeks to be taken consecutively without prior arrangement with the Employer.

10.04 Permanent part-time Employees shall receive annual vacation with pay as follows:

- (a) Two (2) weeks vacation, after one (1) year continuous service.
- (b) Three (3) weeks vacation, after three (3) years continuous service.

10.05 Accrued vacation time must be used within a twelve (12) month period, not to be banked or carried over without prior arrangement with the Employer.

ARTICLE 11 – HEALTH AND WELFARE/PENSION

11.01 The Employer shall **pay** the applicable contribution rate to the Calgary District Pipe Trades Health and Welfare Plan; to include short and long-term disability coverage, for all permanent full-time Employees.

- 11.02 Effective February 1, 2002, the Employer agrees to enroll all full-time Employees on the UA Officers and Employees Pension Fund. All contributions shall be made by the Employer.
- 11.03 All Employees shall be covered by Workers' Compensation.

ARTICLE 12 – SICK LEAVE/LEAVE OF ABSENCE

- 12.01 Any Employee may apply for, and, where possible, receive up to six (6) months leave of absence without pay for reasons other than sick leave. Seniority shall accumulate.
- 12.02 Employees delegated to perform union activities or appointed to act on various Labour Commissions and Boards shall be granted leave of absence without pay and without loss of seniority.
- 12.03 Employees disabled during the period of their annual vacation, may, if capable of performing their regular duties, return to work and take the remaining days of their vacation at the mutual convenience of the Employer and the Employee. Employees with a medically certified illness qualifying them for weekly indemnity coverage during the period of their annual vacation, shall be considered on sick leave for the duration of the disability or sickness (subject to Article 11.01) and the remaining days of their vacation shall be taken at a time mutually convenient to the Employer and the Employee.
- 12.04 In cases of death in the immediate family, an Employee shall be granted leave of absence of five (5) days with pay. In cases where traveling time is necessary for out of town funerals, additional time shall be allowed in accordance with distance to be traveled of up to two (2) weeks without pay. Such leave of absence shall not be charged against holiday entitlement or other accrued time off. For this purpose, immediate family shall be defined as: spouse, mother/father, mother/father in-law, brother, brother in-law, step-brother, sister, sister in-law, step-sister, son, son in-law, step-son, daughter, daughter in-law, step-daughter, grandchildren, and step-grandchildren. All of the above also includes common-law family and foster children.
- 12.05 The Employer shall grant leave with pay, to a maximum of four (4) hours, to attend funeral services only of any persons related more distantly than those listed above or close personal friends provided reasonable notice is given
- 12.06 The payment of full salary with regard to fee as a juror or witness shall be paid to regular full or part-time Employees who are absent for jury duty or a witness under subpoena. It is agreed the Employee shall return to the Employer any monies received from the court for such duty.
- 12.07 Where circumstances may warrant, a leave of absence, in addition to bereavement leave, will be given immediate consideration by the Employer.

- 12.08 (a) Employees shall be allowed one (1) day sick leave with pay for each month worked, such leave to be cumulative to a maximum of five (5) actual work days. If requested by the Employer, a doctor's certificate must be supplied by the Employee for any illness after three (3) days. Upon request, Employees may use sick leave credits to provide care for a family member and/or when it is essential that they attend to family matters.
- (b) An Employee on WI/LTD shall be considered on sick leave up to a period of one (1) year. Seniority shall be retained.

12.09 Maternity Leave

- (a) **Employees who have completed ninety (90) days or more continuous service shall request a leave of absence without pay because of pregnancy for a continuous period of not more than sixteen (16) weeks. Such request will be granted, provided that whenever possible the Employee submits to her Employer a request, in writing, for such leave at least two (2) weeks prior to the date she intends to commence such leave, together with a certificate from a qualified medical practitioner, certifying that she is pregnant and indicating the estimated date of confinement. Such leave may, at her discretion, commence thirteen (13) weeks or more (depending on medical requirements) prior to confinement and the period, if any, between the date of confinement mentioned in the certificate and the actual date. It is understood and agreed that maternity leave may be taken concurrently with parental leave as outlined in Article 12.11 to a maximum of seventy-eight (78) weeks of eligible leave.**
- (b) **Employees on maternity leave are considered to be continuously employed for the purposes of calculating years of service.**
- (c) **Employees will have the option of maintaining their coverage under the Employer benefit plan by pre-paying the cost of those benefits prior to commencing such leave.**
- (d) **Where a pregnant Employee, who has qualified for group benefits, is disabled and cannot perform her regular duties, she may apply for sick benefits/group insurance benefits as per the Collective Agreement.**
- (e) **The Employee, when returning to work at the end of her leave (maternity or parental leave) shall give the Employer four (4) week's notice of date of return and submit a certificate from her doctor, indicating that her resumption in employment will not, in the medical opinion, endanger her health.**
- (f) **Employees, who commence maternity leave, will have benefits reinstated upon return to work.**
- (g) **The Employee shall be returned to her former position at the completion of her leave of absence.**

12.10 Adoption Leave

- (a) An Employee who applies for adoption leave shall be granted leave of absence for a continuous period of not more than sixty-two (62) weeks, commencing the day the child comes into the Employee's care or becomes available for adoption. It is understood and agreed that adoption leave cannot be combined with parental leave.
- (b) Employees on adoption leave are considered to be continuously employed for the purposes of calculating years of service.
- (c) Employees will have the option of maintaining their coverage under the Employer benefit plan by pre-paying the cost of those benefits prior to commencing such leave.
- (d) Employees who choose not to maintain their benefit coverage under the Employer benefit plan will have their benefits reinstated upon return to work.
- (e) The Employee, when returning to work, shall give the Employer four (4) weeks' notice of return to work.
- (f) The Employee shall be returned to their former position at the completion of their leave of absence.

12.11 Parental Leave

- (a) An Employee who applies for parental leave following maternity leave shall be granted leave of absence for a continuous period of not more than sixty (60) weeks, or not more than sixty-two (62) weeks if the employee is applying for parental leave only. This leave can commence no earlier than the date of birth of the child (or children) and is to be completed within the seventy-eight (78) weeks following the actual date of birth of the child.
- (b) Employees on parental leave are considered to be continuously employed for the purposes of calculating years of service.
- (c) Employees will have the option of maintaining their coverage under the Employer benefit plan by pre-paying the cost of those benefits prior to commencing such leave.
- (d) Employees who choose not to maintain their benefit coverage under the Employer benefit plan will have their benefits reinstated upon return to work.
- (e) The Employee, when returning to work, shall give the Employer four (4) weeks' notice of return to work.
- (f) The Employee shall be returned to their former position at the completion of their leave of absence.

12.12 Family Caregiver Benefit for Adults Leave

- (a) An Employee who has been approved for the family caregiver benefit for adults under Employment Insurance must notify the Employer in writing of their intent to commence such leave and provide documentation confirming such approval. Upon receipt of this information, the Employee shall be granted leave without pay for not more than thirty-six (36) weeks.
- (b) Employees on such leave are considered to be continuously employed for the purposes of calculating years of service.
- (c) Employees will have the option of maintaining their coverage under the Employer benefit plan by pre-paying the cost of those benefits prior to commencing such leave.
- (d) Employees who choose not to maintain their benefit coverage under the Employer benefit plan will have their benefits reinstated upon return to work.
- (e) To take this leave, the employee must provide their employer with a written notice and a certificate from a health care practitioner.
- (f) The Employee shall give at least one week's written notice of return unless it is agreed otherwise.
- (g) The Employee shall be returned to their former position at the completion of their leave of absence.

12.13 Family Caregiver Benefit for Children Leave

- (a) An Employee who has been approved for the family caregiver benefit for children leave under Employment Insurance must notify the Employer in writing of their intent to commence such leave and provide documentation confirming such approval. Upon receipt of this information, the Employee shall be granted leave without pay for not more than thirty-six (36) weeks.
- (b) Employees on such leave are considered to be continuously employed for the purposes of calculating years of service.
- (c) Employees will have the option of maintaining their coverage under the Employer benefit plan by pre-paying the cost of those benefits prior to commencing such leave.
- (d) Employees who choose not to maintain their benefit coverage under the Employer benefit plan will have their benefits reinstated upon return to work.
- (e) To take this leave, the employee must provide their employer with a written notice and a certificate from a health care practitioner.

- (f) The Employee shall give at least one week's written notice of return unless it is agreed otherwise.
- (g) The Employee shall be returned to their former position at the completion of their leave of absence.

12.14 Compassionate Care Leave

- (a) An Employee who has been approved for the compassionate care leave benefit under Employment Insurance must notify the Employer in writing of the intent to commence such leave and provide documentation confirming such approval. Upon receipt of this information, the Employee shall be granted leave without pay for not more than twenty-seven (27) weeks, within a fifty-two (52) week period.
- (b) Employees on compassionate care leave are considered to be continuously employed for the purposes of calculating years of service.
- (c) Employees will have the option of maintaining their coverage under the Employer benefit plan by pre-paying the cost of those benefits prior to commencing such leave.
- (d) Employees who choose not to maintain their benefit coverage under the Employer benefit plan will have their benefits reinstated upon return to work.
- (e) The Employee must provide at least one (1) week's written notice of return unless agreed otherwise,
- (f) The employee must provide a certificate from a healthcare practitioner within 15 days of their return to work if their employer requests one.
- (g) The Employee shall be returned to their former position at the completion of their leave of absence.

12.15 Domestic Violence Leave

- (a) An Employee who is a victim of domestic violence as defined by Alberta Employment Standards shall be allowed to take up to ten (10) days of unpaid leave, either intermittently or in a continuous period, each calendar year.
- (b) Domestic violence leave must be for specified purposes relating to the domestic violence. For example, but not limited to, the leave is required to seek medical attention or to seek legal or law enforcement assistance or a place to live.
- (c) The Employer and others must maintain confidentiality in respect of all matters relating to an Employee's leave.
- (d) The Employee shall continue to accrue seniority while on such leave.

- (e) Employees will have the option of maintaining their coverage under the Employer benefit plan by pre-paying the cost of those benefits prior to commencing such leave.
- (f) Employees who choose not to maintain their benefit coverage under the Employer benefit plan will have their benefits reinstated upon return to work.
- (g) The Employee shall be returned to their former position at the completion of their leave of absence.

ARTICLE 13 – SENIORITY

- 13.01 Seniority shall mean length of continuous service with the Employer and shall be cumulative on an office wide basis.
- 13.02 An Employee shall lose all seniority rights for any one (1) or more of the following reason:
 - (a) voluntary resignation;
 - (b) discharge for just cause;
 - (c) failure to return to work within ten (10) working days after being called by registered mail unless due to actual illness, vacation or accident. The Employer may require substantiating proof of illness or accident.
- 13.03 Employees retained on staff following the probationary period shall have seniority credited to date of hire.
- 13.04 An Employee laid off and placed on the recall list shall retain seniority, but shall not accumulate seniority during the period of layoff.
- 13.05 Seniority lists shall be made available by the Employer and shall be amended quarterly in the event of any changes occurring during such period.

ARTICLE 14 – PROMOTIONS, LAYOFF, RECALL

- 14.01 The Employer shall fill job vacancies from within the office before hiring new Employees providing Employees are available with the necessary qualifications to fill the vacant positions. Qualifications being equal, the Employee with the greatest seniority shall be selected. Training to be provided by Employer when promotion is available.
- 14.02 If a reduction in office staff is necessary, qualifications being equal, the Employee with the least amount of seniority shall be the first laid off.
- 14.03 All permanent full and permanent part-time Employees shall be given thirty (30) days written notice of layoff.

14.04 All permanent full and permanent part-time Employees with the excess of three (3) years employment shall be given thirty (30) days written lay-off. All permanent full and permanent part time Employees with less than three (3) years employment shall be given two (2) weeks written notice of layoff.

14.05 Employees recalled to their former position shall receive the current rate for the step in the salary range which they held at the time of layoff.

ARTICLE 15 – DISCHARGE AND TERMINATION

15.01 It is hereby agreed that the Employer has the right to discharge for just cause. The Employer shall inform the Employee and the Union in writing of the reasons for such discharge at the time of discharge.

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

15.03 The Union recognizes the right of the Employer to warn, suspend, discharge or otherwise discipline an Employee subject to the Employee's recourse to the grievance procedure. Any warnings, whether verbal or written shall be removed from the Employee's record after one (1) year, destroyed and not held against the Employee in any way.

15.04 Except for cause, when a permanent monthly Employee, with the excess of one (1) year employment, is relieved of their position, they shall be given thirty (30) days notice.

15.05 Any Employee whose employment is terminated by the Employer as set forth in Article 15.01, shall be paid vacation credits and salary due.

ARTICLE 16 – WRONGFUL DISMISSAL

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

ARTICLE 17 – WAGES

17.01 Employees shall be classified in accordance with the skills used and shall be paid not less than the minimum weekly or hourly rate for such classification in accordance with Appendix 'A' – Classifications (Job Descriptions) and Appendix 'B' – Wage Rates and Benefits which is attached hereto and made part of the agreement.

- 17.02 Any position not covered by the Appendix 'A' – Classifications (Job Descriptions) and Appendix 'B' – Wage Rates and Benefits contained herein or any new position which may be established by mutual consent during the life of this agreement shall be subject to negotiation between the Union and the Employer. In the event that the parties are unable to agree to the classification and the rate of pay for the position in question, it may be submitted to the grievance procedure as provided for in this Agreement. In the event of reclassifying any position of an Employee which may be in dispute, it may be submitted to the grievance procedure and arbitration machinery provided in this agreement.
- 17.03 Employees shall be paid weekly. If a pay day falls on a statutory holiday or on a non-working day, pay day shall be advanced to the last banking day before the holiday.
- 17.04 An Employee assigned to a higher job classification or who for vacation, sick leave or for other leave of absence temporarily replaces another Employee in such higher classification shall be paid at the higher rate for the period so employed, provided the Employee has the qualifications necessary and fulfills the duties of the higher job.
- 17.05 Any Employee hired and who reports for work and is not put to work shall be guaranteed a minimum of one half (1/2) day's pay.
- 17.06 Employees authorized by the Employer to use their own personal transportation on the Employer's business shall receive the amount set out in the Industrial/Commercial Mechanical (Plumbers & Pipefitters) Collective Agreement per kilometer car allowance or as otherwise mutually agreed. It shall be the responsibility of the Employee to provide their own adequate business insurance and it shall be the responsibility of the Employer to protect themselves with a non-owned auto policy.
- 17.07 Employees required to travel out of town on the Employer's business shall be paid travel time at the straight time rate of pay for any time spent in travel.

ARTICLE 18 – GENERAL

- 18.01 Employees shall not be asked to make any written statement or verbal contract which may conflict with this Agreement.
- 18.02 The Union Label shall be the official Union Label of the Canadian Office and Professional Employees Union (COPE), Local 397 and shall remain the sole property of the Union.
- 18.03 It shall not be a violation of this Agreement or cause for discharge of any Employee in the performance of their duties to refuse to cross a legal picket line established or recognized by the Union.
- 18.04 The ladies lounge which is presently in use by the Employees shall remain as such for use by female Employees.
- 18.05 **Upon mutual agreement of the Union and the Employer, when a need for skills upgrading is identified by the Employee or the Employer, the Employer will pay the cost of attending such training including lost time, tuition and all necessary supplies to do so. The training will be arranged during work time where possible.**

- 18.06 Leave of absence with pay shall be granted to allow Employees to write examinations for courses referred to in Article 18.06.
- 18.07 In the event of proposed technological changes such as the introduction of office machinery, the Employer agrees to discuss with the Union Representatives, such changes and further agrees to offer employment to his present Employees before hiring from the outside market. The Employer further agrees to institute a training program for those Employees who wish to accept employment except as hereinafter provided.
- 18.08 (a) Upon severance from employment, full-time Employees shall be entitled to:
- | <u>Length of Service</u> | <u>Severance Pay</u> |
|--|---------------------------------|
| Less than 5 years | 3 weeks |
| 5 years or more but less than 10 years | 6 weeks |
| 10 years or more but less than 20 | 10 weeks |
| 20 years or more | 1 week for each year of service |
- (b) Should a permanent full-time Employee be reduced to part-time hours, severance pay provisions will continue to apply based on a forty (40) hour week.
- 18.09 Severance pay is in addition to required notice as outlined in Article 14.03.

ARTICLE 19 – GRIEVANCE PROCEDURE

- 19.01 Should any difference concerning the interpretation, application, operation or any alleged violation of this Agreement or any question as to whether any difference is arbitrable arise between the parties or persons bound by this Agreement, such parties shall meet and endeavor to resolve the difference. Any grievance must be filed by the grievor with the Business Manager of Local Union 496 within five (5) days of the occurrence giving rise to the grievance.
- 19.02 If the parties are unable to resolve the difference referred to in Article 19.01 above, within fourteen (14) days, either party may notify the other party in writing of its desire to submit the difference to arbitration.
- 19.03 The Arbitration Procedure incorporated in the Agreement shall be based on the use of a single Arbitrator.
- 19.04 When either Party refers a grievance to arbitration, they shall propose three (3) acceptable Arbitrators. If none of the proposed Arbitrators are acceptable to the other Party, they shall propose three (3) Arbitrators. If an acceptable Arbitrator is not agreed upon, the Parties may either submit more proposed Arbitrators or request the Ministry of Labour to appoint an Arbitrator.
- 19.05 The cost of the Single Arbitrator shall be borne by the unsuccessful party.
- 19.06 No matter may be submitted to arbitration which has not first been properly carried through all preceding steps of the Grievance Procedure.

19.07 The Arbitrator shall not be authorized, nor shall the Arbitrator assume authority, to alter, modify or amend any part of this Agreement, nor to make any decision, inconsistent with the provisions thereof, or to deal with any matter not covered by this Agreement.

19.08 The decision of the Arbitrator shall be final and binding on the Parties.

ARTICLE 20 – SAVINGS CLAUSE

20.01 If any article, section, paragraph, clause or phrase of this Agreement shall, by any Provincial, Federal or other law, or by decision of any court be declared or held illegal, void or unenforceable, the remaining portions of this Agreement shall continue to be valid and in full force and effect; and the parties shall thereupon immediately start to renegotiate that part or parts declared or held invalid. If the parties do not agree upon a mutually satisfactory replacement within ninety (90) days after the date of the conclusive declarations, the parties shall resort to Article 18.

ARTICLE 21 – TERM OF AGREEMENT

21.01 This Agreement shall be in full force and effect as of the first (1st) day of January, **2019**, and continues in full force and effect through to the thirty first (31st) day of December, **2021** and from year to year thereafter except as hereinafter provided.

21.02 Either party wishing to amend or terminate this Agreement shall give notice in writing of such desire to the other party not less than sixty (60) days or more than one hundred and twenty (120) days prior to the anniversary date of this Agreement.

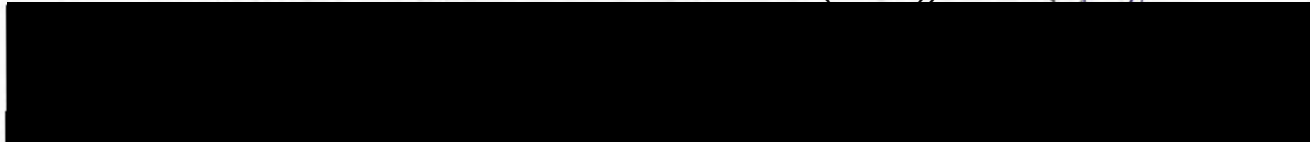
21.03 If notice to negotiate, following any notice to terminate has been given by either party prior to the date of such termination or if notice to amend has been given by either party, this Agreement shall remain in full force and effect during any period of negotiations even though such negotiations may extend beyond the said termination date or said anniversary date until fourteen (14) days after the date upon which a vote is held under the provisions of the Labour Relations Code 1988, as amended.

ARTICLE 22 – SIGNATURES

Signed this 9 day of June, ~~2014~~ 2021 

ON BEHALF OF:

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



Kim Wilson
President

Claudia Benavides
Bargaining Committee Member



Jackie Lazar
Treasurer

Stacey Landin
Union Representative

Signed this 9 day of June, 2021

UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING
INDUSTRY OF THE UNITED STATES AND CANADA, LOCAL UNION 496



Eric Jones
Business Agent

APPENDIX 'A'

CLASSIFICATIONS (JOB DESCRIPTIONS)

CLERK – CASUAL

A worker who does the following under supervision:

Routine filing, sorting and distributing mail, stuffing and stamping envelopes, updating membership address lists to Head Office and Calgary District Pipe Trades.

RECEPTIONIST CLERK-TYPIST (PERMANENT PART-TIME)

Works under Supervision doing general office work, filing, typing. Receptionist duties include answering the telephone, attending to the public and members at counter, taking dues payments and writing receipts, giving routine information, type applications and process new member files.

Able to perform work as required for the job description of Receptionist Clerk-Typist (Permanent Full-Time).

RECEPTIONIST CLERK-TYPIST (PERMANENT FULL-TIME)

Duties to include but not limited to general office procedures, typing, data input and record keeping. Performs all related work as required and knowledge of Microsoft Word and Excel programs.

Receptionist duties, attending to the front counter dealing with the membership and general public. Assist members with forms and applications, taking dues payments and writing receipts, giving routine information, type applications and process new member files.

Typing correspondence from the Business Manager and Business Agent. Typing of minutes from meetings and preparing and gathering Executive Board and Regular Meeting information.

This position ensures files and applications are complete and ready for the monthly initiation meetings, letters sent to potential members informing them of the meeting, and that all forms and supplies are available for the initiation meeting.

Help with the general mail outs to Members.

STENO-MEMBERSHIP CONTROLLER (PERMANENT FULL-TIME)

Responsible for the posting of union dues receipts, company remittances and maintaining membership records on a daily basis. Maintains membership system in regard to agreement rate changes, signatory company information. Prepares per capita remittances to Head Office. Required to operate word processing equipment.

Responsible for updating Local 496 website. Create and type the Local Union newsletter.
Works with Business Manager, coordinating annual local union functions – Golf tournament, Children’s Picnic, Christmas Party, etc..

Able to perform work as required for the job description of Receptionist Clerk-Typist (Permanent Full-Time).

Responsible for the typing and helping out of general mail outs to Members.

Responsible for the handling of paperwork relating to the death of a Member.

The Piping Industry Training School will have occasional typing and forms.

Responsible for organizing of general mail outs to Members.

BOOKKEEPER (PERMANENT FULL-TIME)

Maintains accounting/banking records including payroll, related records and reports, accounts payable, accounts receivable, bank reconciliations for the various Local Union, Piping Industry Training School and Joint Training Committee funds. Prepares bank deposits for the various Local Union accounts.

Knowledgeable with information pertaining to investments. Any changes to investments, records and reinvestment of funds to be handled with the Business Manager.

Preparation of financial information as required for Local 496 Finance Committee, Piping Industry Training School Trustee meetings and other Trusted Funds as requested.

Preparation of audit information for all funds.

Responsible for MMDF & SMDF Claim records and payment of benefits to signatory companies.

Knowledgeable in the use of computer and accounting software.

Able to perform work as required for the job description of Steno-Membership Controller and Receptionist Clerk-Typist (Permanent Full-Time).

Responsible for the Transferring of Members to and from Local 496.

Works with Business Manager as personal assistant, as required, to include Business Manager’s schedule and calendar – retrieving telephone messages responsible for travel and hotel arrangements as requested.

Maintain office supplies.

APPENDIX 'B'

WAGE RATES AND BENEFITS

(A) BOOKKEEPER

	January 1, 2019	January 1, 2020	January 1, 2021
First (1 st) 6 Months	\$ 30.22	\$ 30.22	\$ 30.22
Second (2 nd) 6 Months	\$ 30.81	\$ 30.81	\$ 30.81
Thereafter	\$ 34.54	\$ 34.54	\$ 34.54

(B) STENO-MEMBERSHIP CONTROLLER

	January 1, 2019	January 1, 2020	January 1, 2021
First (1 st) 6 Months	\$ 30.22	\$ 30.22	\$ 30.22
Second (2 nd) 6 Months	\$ 30.81	\$ 30.81	\$ 30.81
Thereafter	\$ 34.54	\$ 34.54	\$ 34.54

(C) RECEPTIONIST CLERK-TYPIST (Permanent Full-Time/Part-Time)

	January 1, 2019	January 1, 2020	January 1, 2021
First (1 st) 6 Months	\$ 26.42	\$ 26.42	\$ 26.42
Second (2 nd) 6 Months	\$ 27.98	\$ 27.98	\$ 27.98
Thereafter	\$ 29.65	\$ 29.65	\$ 29.65

(D) CASUAL

Rates to be negotiated at time of employment

HEALTH & WELFARE CONTRIBUTIONS FOR
CLASSIFICATIONS A – C

January 1, 2004 - \$1.75 per hour earned.

** Note: All further increases to the Health & Welfare will be paid according to the Health & Welfare contributions negotiated in the National Road Sprinkler Fitters Collective Agreement allowing Short-Term and Long-Term Disability coverage to continue.

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