

**The 2018 - 2020 Collective Agreement**

***Between***

**The Board of Trustees of  
Black Gold School Division**

***And***

**The Canadian Union of Public Employees**

**Local 1674**

**Maintenance Staff Unit**

## CONTENTS

ARTICLE 1 - MANAGEMENT RIGHTS.....	3
ARTICLE 2 - RECOGNITION .....	3
ARTICLE 3 - DEFINITIONS .....	3
ARTICLE 4 - NO DISCRIMINATION.....	4
ARTICLE 5 - DEDUCTION OF UNION DUES .....	5
ARTICLE 6 - LABOUR MANAGEMENT RELATIONS .....	5
ARTICLE 7 - GRIEVANCE PROCEDURE.....	5
ARTICLE 8 - SENIORITY .....	7
ARTICLE 9 - PROMOTIONS AND STAFF CHANGES.....	7
ARTICLE 10 - SEVERANCE.....	8
ARTICLE 11 - HOURS OF WORK.....	8
ARTICLE 12 - OVERTIME .....	8
ARTICLE 13 - HOLIDAYS.....	9
ARTICLE 14 - VACATIONS .....	9
ARTICLE 15 - SICK LEAVE, EMPLOYEE BENEFITS AND PENSION PLAN.....	10
ARTICLE 16 - LEAVE OF ABSENCE .....	11
ARTICLE 17 - OTHER ALLOWANCES .....	13
ARTICLE 18 - JOB CLASSIFICATION AND RECLASSIFICATION.....	14
ARTICLE 19 - DISCIPLINE.....	14
ARTICLE 20 - GENERAL.....	15
ARTICLE 21 – TERM OF AGREEMENT .....	15
LETTER OF UNDERSTANDING #1 .....	16
APPENDIX A .....	17

This Collective Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2020.

**BETWEEN:**

**THE BOARD OF TRUSTEES OF  
BLACK GOLD SCHOOL DIVISION**  
(hereinafter called the "Employer")  
**OF THE FIRST PART**

**AND:**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1674**  
(hereinafter called the "Union"),  
**OF THE SECOND PART**

**ARTICLE 1 - MANAGEMENT RIGHTS**

1.01 The Employer reserves all rights not specifically restricted by this collective agreement.

**ARTICLE 2 - RECOGNITION**

2.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees Local 1674 as the sole and exclusive bargaining agent for "All employees employed as maintenance and trades.

2.02 No Other Agreement

No employee shall be permitted to make a written or verbal agreement with the Employer, which may conflict with the terms of this Collective Agreement.

2.03 Work of Bargaining Unit

2.03.01 Employees whose jobs are within the bargaining unit shall not have their hours of work nor rate of pay reduced by reason of any employee(s) outside the bargaining unit temporarily performing a job(s) within the bargaining unit.

2.03.02 In the event that employee(s) outside the bargaining unit are temporarily employed within the bargaining unit, they shall be paid the start rate for the position they are filling unless additional monies are warranted and may be paid the job rate at the discretion of the Board and shall be subject to the same conditions of employment.

**ARTICLE 3 - DEFINITIONS**

3.01 (a) **Employee** is defined as any person who comes within the scope of this Collective Agreement and the Union's Certificate #95-96 July 11, 1996 issued by the Labour Relations Board.

- 3.01 (b) **Board or Employer** shall mean the Trustees of Black Gold School Division or its designated administration or supervisors.
- 3.01 (c) **Regular Employee** is an employee who occupies an established full-time or part-time position and is assigned a shift schedule of regular hours of work.
  - a) **Full-time employee** is a regular employee assigned regularly scheduled hours of work in accordance with Article 11.
  - b) **Part-time employee** is a regular employee assigned fewer regularly scheduled hours of work than a regular full-time employee.

Part-time employees shall receive pro-rated benefits, holidays and pay rate progression (in accordance with the applicable salary appendix) based on hours worked in comparison to that of a full-time equivalent employee in the same classification.
- 3.01 (d) **Probationary Employee** shall mean a regular employee who is filling a position and is serving the probation period specified in Article 8.03.
- 3.01 (e) **Substitute Employee** shall mean an employee who replaces a regular employee absent due to illness, injury, vacation, holiday, or other approved leave of absence.
- 3.01 (f) **Temporary Employee** shall mean an employee hired to perform a job for a period not to exceed six months.
- 3.01 (g) **Substitute and Temporary Employees** shall not be eligible for benefits or pension, shall not accrue seniority and shall not be considered for job postings under Article 9.01.02. Should a substitute or temporary employee become a regular employee, all service shall be credited. Holidays and pay rate progression shall be pro-rated based on hours worked in comparison to that of a full-time employee in the same classification.
- 3.01 (h) **Substitute Employees** who work for six (6) months consecutively in one position as a full-time employee will receive health care benefits as defined in clause 15.06.01 and 15.06.02.

#### ARTICLE 4 - NO DISCRIMINATION

##### 4.01 Employer Shall Not Discriminate

The Employer and Union agree that there shall be no discrimination exercised or practiced with respect to any employee by reason of race, religious beliefs, colour, gender, gender identity, gender expression, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status or sexual orientation of that person or class of persons or any other person or class of persons, nor by reason of membership or activity or non-activity in the Union.

4.02 The Employer is committed to providing a welcoming, caring, respectful, safe, and healthy learning and working environment that respects diversity and fosters a sense of belonging. The Employer prohibits bullying, harassment, and violent behaviours and, will follow its policies and procedures investigating allegations of such behaviors in a timely and respectful manner.

## ARTICLE 5 - DEDUCTION OF UNION DUES

- 5.01 The Employer agrees to a monthly deduction of Union Dues according to the Constitution and By-Laws of the Union. As a condition of employment all employees of the bargaining unit shall be required to pay union dues, and shall become members of the Union. The Union agrees to provide the employer with thirty (30) days advance notice of any change to the amount of union deductions. The Employer shall show all dues deductions on employees' pay stubs and on T4 slips.
- 5.02 Deductions shall be made from the payroll each month and shall be forwarded to the National Secretary-Treasurer of the Union with a copy to the Local Secretary-Treasurer not later than the twentieth (20<sup>th</sup>) day from the first of the following month, accompanied by a list of names, addresses, and amount deducted of employees from whose wages the deductions have been made.
- 5.03 In consideration of this deduction and forwarding service by the Employer, the Union agrees to indemnify and save harmless the Employer against any claim or liability arising out of or resulting from the collection and forwarding of these dues.

## ARTICLE 6 - LABOUR MANAGEMENT RELATIONS

### 6.01 Representative of Canadian Union of Public Employees

Unless otherwise mutually agreed between the parties, the Union shall have the right at any time to have the assistance of a maximum of two (2) representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer.

## ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.01 Any differences arising from the interpretation, meaning, operation or application of any of the terms of this Collective Agreement shall be subject to grievance procedure as outlined below:

Step 1 - When a difference allegedly has occurred, the employee(s) concerned shall, within fifteen (15) working days from the date of the incident giving rise to the complaint or from the date the Union first has knowledge of the incident, whichever is later, with a Union representative of their choosing, first seek to settle the difference with the Employee's designated Supervisor by putting a complaint in writing. The designated Supervisor shall within ten (10) working days of the meeting with the employee and the Union representative, reply in writing to the complaint.

Step 2 - In the event that the grievance is not settled in Step 1, the Union shall, within ten (10) working days of the receipt by the Union of the reply from Step 1, submit the grievance in writing to the Associate Superintendent - Human Resources as a formal grievance for consideration. The Associate Superintendent - Human Resources will discuss the grievance with the Union's representative and the grievor, should the grievor choose to attend. The Associate Superintendent shall, within ten (10) working of the meeting with the Union, reply, in writing, to the grievance.

Step 3 - In the event that the grievance is not settled in Step 2, the Union shall, within ten (10) working days of the receipt by the Employee of the reply from Step 2, submit the grievance in writing to the Associate Superintendent-Human Resources for consideration by the Board of Trustees. The Union and the grievor will be provided with an opportunity to present the grievance at the next regularly scheduled Board meeting. The Board shall render a written decision within ten (10) working days of the meeting.

Step 4 - Failing a satisfactory settlement being reached under Step 3, the Union may, within thirty (30) calendar days, refer the dispute to arbitration in accordance with the provisions stipulated under Article 7.07.

- 7.02 The Employer acknowledges the right of the Union to appoint or elect stewards whose duties shall be to assist any employee whom the steward represents in preparing and in presenting his grievance in accordance with grievance procedures.
- 7.03 Where a dispute involving a question of general application or interpretation occurs, or where the Union has a grievance on the application or interpretation of the contract, Step 1 of this article may be by-passed.
- 7.04 The procedures and time limits specified in the grievance procedure shall be strictly adhered to, except where conditions justify an exemption or as otherwise agreed in writing between the Union and the Employer. Should either party fail to comply with any procedure or time limit, the grievance will be considered to have been conceded by the party failing to meet the time limits.
- 7.05 An employee, other than a substitute, temporary or probationary employee, shall have the right to proceed under the grievance procedure in matters of discharge, suspension, and discipline.
- 7.06 In case of discharge and/or discipline, the Employer shall only discharge or discipline for just cause. When it is necessary to render a discipline in writing or to discharge an employee, the cause will be provided in writing to both the employee and the Union.
- 7.07 When either party requests that a grievance be submitted to arbitration, each party shall appoint one member as its representative on the arbitration board within seven (7) days of such notice and shall so inform the other party of its appointee. The two members so appointed shall, within five days of the appointment of the second of them, appoint a third person who shall be the chairman. In the event of any failure to agree upon the appointment of a chairman, either party may request the Chair of Mediation Services to make the appointment.
- 7.08 The Arbitration Board shall determine its own procedure but shall give full opportunity to all parties to present evidence and to be heard.
- 7.09 The Arbitration Board shall not change, amend or alter any of the terms of this agreement. All grievances or differences submitted shall present an arbitral issue under this agreement.
- 7.10 The findings and decision of the majority is the award of the Arbitration Board and is final and binding upon the parties and upon any employees affected by it. If there is not a majority, a decision of the chairman governs and it shall be deemed to be the award of the Board.
- 7.11 Each party to the Grievance shall bear the expense of its respective appointee and the two parties shall bear equally the expenses of the chairperson.
- 7.12 All the aforesaid time limits referred to in the Grievance Procedure shall be exclusive of Saturdays, Sundays, and Statutory Holidays.
- 7.13 A grievance or arbitration shall not be deemed invalid by reason of defect in form, technical irregularity, or an error of procedure if it results in a denial of natural justice.
- 7.14 Any of the aforesaid time limits may be extended at any stage with written consent of the parties.

## ARTICLE 8 - SENIORITY

### 8.01 Seniority Defined

Seniority is defined as the length of continuous service within the bargaining unit and shall be used as a consideration in determining preference or priority in promotions, transfers, and demotions. Seniority shall operate on a bargaining unit wide basis.

### 8.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Secretary-Treasurer of the Local prior to March 1st of each year and a second list shall be provided in September.

### 8.03 Probation of Newly Hired Employees

Newly-hired employee(s) shall be on a probationary basis for a period of six (6) months worked from the date of hire. Should the Employer deem it necessary to evaluate the employee further, the probationary period may be extended an additional three (3) months worked. The Employer agrees to advise the Union on any probationary period extension. During the probationary period, employees shall be entitled to all rights and benefits of this Collective Agreement, except with respect to the grievance procedure for discharge, suspension and discipline, the employee benefit plan, and the Local Authorities Pension Plan. After completion of the probationary period, seniority shall commence from the date of hire.

### 8.04 Loss of Seniority

An employee shall not lose seniority rights if the employee is absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer.

## ARTICLE 9 - PROMOTIONS AND STAFF CHANGES

### 9.01 Job Postings

9.01.01 When a new position under this Collective Agreement is created by the Employer or when a vacancy under this Collective Agreement occurs and the Employer decides to recruit to the vacancy, the Employer shall post a notice of the position for a period of seven (7) calendar days. The notice will describe the nature of the position, the required qualifications and the closing date for submission of applications. A copy of the notice will be forwarded to the Secretary of the Union.

9.01.02 Employees covered by this Collective Agreement will be given first consideration for new or vacant positions under this Collective Agreement. Where an employee covered by this Collective Agreement is the successful applicant that employee will be appointed to the position within ten (10) working days following the specified closing date.

9.01.03 In the case of promotions and transfers, it is agreed that where the Employer determines qualifications and ability of applicants are equal, seniority shall be the determining factor.

9.01.04 If no internal candidate is hired, the Employer may recruit externally to fill the new and vacant positions.

9.02        Union Notification

The Secretary-Treasurer of the Local shall be notified of all hirings, transfers, promotions and terminations of employment with the bargaining unit.

**ARTICLE 10 - SEVERANCE**

10.01        In the event of permanent layoff, employees will be eligible for severance pay on the basis of one (1) week per year of employment to a maximum severance entitlement of twenty-four (24) weeks.

**ARTICLE 11 - HOURS OF WORK**

11.01        Regular hours of work shall be forty (40) hours per week, eight (8) hours per day, for five (5) consecutive days, Monday to Friday, excluding one-half (1/2) hour for lunch.

11.02        Employees who commence work on a regular workday shall be paid a minimum of four (4) hours pay.

11.03        Employees shall receive a paid work break of fifteen (15) minutes during each half shift of a regular working shift as set out in Article 11.1.

11.04        Nothing in this Collective Agreement shall be used or construed as a guarantee of hours of work per day or week or a guarantee of days of work per week for employees covered by this Collective Agreement.

**ARTICLE 12 - OVERTIME**

12.01        Overtime Defined

Time worked beyond the regular hours of work per day or per week or on a paid holiday, shall be considered as overtime, except as otherwise indicated in this Collective Agreement.

12.02        Overtime Rate

Overtime shall be paid at the rate of one and one-half (1 1/2) times the regular base rate for the first (1st) three (3) hours per incident of overtime and two (2) times thereafter, or equivalent time off at the employees option at a mutually agreed time. Banked overtime must not accumulate beyond a forty (40) hour work week; any time accumulated in excess of this limit at the end of the monthly pay period will be paid out.

12.03        Overtime for Part-Time Employees

Part-time employees working less than the regular hours per day, and who are required to work longer than the employee's normal working day, shall be paid at the rate of straight time for the hours so worked, up to and including the regular hours in the working day. The overtime rate shall apply after the regular hours in the working day and for all work performed on holidays and regular days off provided the employee works in excess of the regular weekly hours.



12.04 Overtime Authorization

All overtime must be authorized by the designated supervisor.

12.05 Overtime for Paid Holidays

Employees required to work on a paid holiday named in Article 13 shall be paid double (x2) time the regular base rate for all hours so worked in addition to the pay for holidays referred to in clause 13.01.

12.06 Overtime for Call Back

An employee who is called back to work outside the employee's regular working hours shall be paid for a minimum of three (3) hours at overtime rates, or equivalent time off at the employee's option at a mutually agreed time. Should another call back occur, at the same site, during the three (3) hour period of the initial call back, only mileage, if appropriate, not an additional three (3) hours, will be paid to the employee.

**ARTICLE 13 - HOLIDAYS**

13.01 The Employer recognizes the following as paid holidays:

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

and any other day other than those listed above proclaimed as a holiday by the Federal or Provincial Government or the Employer. However, should Easter Monday be an operational day than the first Monday of Spring Break will be recognized instead of Easter Monday.

13.02 When any of the above noted holidays fall on a Saturday or Sunday, the employee shall receive another day(s) off with pay at a date mutually agreeable to both parties.

**ARTICLE 14 - VACATIONS**

14.01 Employees will be entitled to vacation with pay in accordance with the following:

- Up to 8 Years of Service: 15 days
- After 8 Years of Service: 20 days
- After 15 Years of Service: 25 days
- After 20 Years of Service: 30 days

During the first and last year of employment, the entitlement will be pro-rated according to the number of calendar months of service provided.

14.02 The Employer will circulate a "Request for Vacation" list to all personnel during the month of March of each year. A vacation schedule shall be prepared by the Employer in consultation with the

maintenance employees and shall be posted by May 1st of each year. Any changes with the vacation schedule shall be by mutual agreement.

14.03 Vacation Pay on Termination

Upon termination, an employee shall be entitled to a proportionate payment of salary or wages in lieu of accumulated vacation not yet taken.

14.04 The vacation year is that period between September 1st and August 31st of the following year. Vacation entitlement is earned during each year of continuous service.

**ARTICLE 15 - SICK LEAVE, EMPLOYEE BENEFITS AND PENSION PLAN**

15.01 Sick Leave Defined

Sick Leave is the period of time an employee is permitted to be absent with full pay due to sickness, disability, quarantine or accident not covered by Workers' Compensation or the Alberta School Employee Benefit Plan.

15.01.01 Employees will communicate sick leave to his direct supervisor and the Director of Facilities by an email. If the employee does not receive confirmation of the absence from his direct supervisor, the employee must then communicate with a phone call to his direct supervisor.

15.02 Sick Leave Rate

Sick leave with pay shall be earned by an employee at the rate of sixteen hours (16) for every month worked to a maximum accumulation of one hundred and ninety-two (192) hours per year.

15.03 Accumulation of Sick Leave

The unused portion of an employee's sick leave shall accrue to a maximum of seven hundred and twenty (720) hours.

15.04 Proof of Illness

15.04.01 An employee who is absent from work to obtain necessary medical or dental treatment, or because of accident, disability or sickness, for a period of more than three consecutive working days, shall be required to present to his/her supervisor Black Gold's medical certificate verifying the need for the absence within fourteen (14) calendar days from the commencement of the absence.

15.04.02 An employee who is absent from work to obtain necessary medical or dental treatment, or because of accident or sickness for a period of three consecutive working days or less may be required to present to his/her supervisor a signed statement giving the reason for such absence immediately upon return to duties.

15.04.03 In the case of any request for prolonged sick leave with pay, the Employer may require, at its expense, a certificate from a medical practitioner designated by the Employer.

15.05 Sick Leave During Leave of Absence

When an employee is granted a leave of absence with pay beyond thirty (30) calendar days or a leave of absence without pay and the employee returns to work upon the expiration of such leave of absence, the employee shall not receive sick leave credit for the period of such absence but shall retain the cumulative credit, if the employee returns to work within one year.

15.06 Employee Benefit Plan

15.06.01 Subject to the provisions of the Master Policies, and effective the first of the month following successful completion of the probationary period, all eligible employees, as a condition of employment shall be enrolled in the Alberta School Employee Benefit Plan for Life & AD&D, Plan 2, and EDB Plan D.

15.06.02 The Employer agrees to make available the following plans and contribute 95% toward the premium payable for:

- Plan 2 of ASEBP (Life & AD&D)
- Plan 1 - Extended Health Care of ASEBP
- Plan 3 - Dental
- Alberta Health Care (where applicable)
- Plan D – ASEBP (EDB)
- Plan 3, Vision Care, ASEBP

The practice of contributing to the benefit contributions of employees covered by this Collective Agreement during the processing of the current month's payroll will be directed in a manner to generate the maximum tax advantage for the employees.

15.07 Health Spending Account/Wellness Account

Effective September 1, 2019, the Board will establish a combined Health Spending Account/Wellness Spending Account (HSA/WSA), which adheres to Revenue Canada requirements and the Income Tax Act, by making monthly contributions for each eligible regular employee based on the FTE for the month. Effective September 1, 2019, the annual contribution will be increased from five hundred dollars (\$500) to six hundred dollars (\$600). The unused balance will be carried forward to the extent permitted by the Canada Revenue Agency (CRA).

15.08 Alberta Local Authorities Pension Plan

All eligible employees who meet the eligibility requirements of the Local Authorities Pension Plan shall be entitled to participate in the plan effective the first of the month following eligibility.

## ARTICLE 16 - LEAVE OF ABSENCE

16.01 Negotiations, Grievance and Arbitration Leave

Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on negotiations or in connection with a grievance or arbitration procedure with the Employer. The Union will reimburse the employer for any substitution costs. Employee representatives at the above mentioned proceedings shall not exceed two (2).

16.02 Leave of Absence for Union Functions

Leave of absence without loss of pay, seniority or benefits shall be granted to not more than two (2) employees, upon request to the Employer, who are elected or appointed to represent the Union at conventions. Leave of absence without loss of pay, seniority or benefits shall be granted to not more than two (2) employees to attend executive, educational, and committee meetings of CUPE, its affiliated or chartered bodies. The Union will reimburse the Employer for any substitution costs incurred for leave of absence for Union functions.

16.03 Paid Bereavement Leave

16.03.01 An employee shall be granted up to five (5) consecutive working days off for the purposes of making arrangements for and attending a funeral without loss of wages in the case of death of a parent or former guardian, spouse (including common-law), brother, brother-in-law, sister, sister-in-law, child, grandparent, grandchild, daughter-in-law, son-in-law, parent-in-law, step parent, step child, step sibling, grandparent of spouse, or any relative who has been residing in the same household. When the funeral necessitates extensive traveling the Employer may grant, at its discretion, up to five (5) days traveling time. Such traveling time may be with or without pay.

16.03.02 Leave of absence with pay, to a maximum of forty (40) hours per year shall be granted to an employee in the event of a critical illness of an employee's spouse (including common law), child, parent, former guardian, sibling, step child, step parent, step sibling with whom a childhood home was shared, grandparent, and grandchild, if such illness is supported by a medical certificate.

16.03.03 Effective September 1, 2019, an employee shall be granted one (1) working day off per year with pay to attend the funeral of a person not listed in 16.03.01.

16.04 Maternity and Parental Leave

16.04.01 The Employer shall grant maternity and parental leave in accordance with the provisions of the Employment Standards Code and the Board's policy on Supplemental Unemployment Benefits. Birth mothers are entitled to maternity leave of up to sixteen (16) consecutive weeks without pay and without Employer contributions to benefits, except as outlined in Article 16.04.02. The leave may be initiated anytime within the thirteen (13) weeks leading up to the estimated due date and no later than the date of birth. Where possible an employee will provide six (6) weeks' notice in advance of the first day of leave. Such notice shall include a doctor's or midwife's medical certificate indicating the anticipated date of birth. Employees on maternity leave will be provided the opportunity to maintain their benefits by paying the associated cost.

16.04.02 During maternity leave for health related reasons, the Employer will register and implement a Registered Supplemental Unemployment Benefits (SUB) Plan which shall provide an employee on maternity leave the maximum salary allowable under the SUB Plan (100%) and the Employer contributions to benefits during the health related portion of the maternity leave. The SUB Plan shall be payable for a maximum period covered by accumulated sick leave. Employees on maternity leave for health reasons must provide a valid medical certificate indicating they are unable to perform their regular duties.

16.04.03 The Employer shall grant adoption/parental leave in accordance with the provisions of the Employment Standards Code. The leave may be for a period not exceeding sixty-two (62) weeks and shall expire on a mutually agreed date. ASEBP will provide employees on adoption/parental leave with the opportunity to maintain their benefits at 100% of the employee's cost.

16.04.04 Employees may end adoption/parental leave at any time upon providing the Employer at least two (2) weeks' written notice of the date the employee will return to work, or if the employee chooses not to return to work after their leave is completed. In all cases, employees will be returned to their classification within the same bargaining unit, if possible at the same FTE.

16.05 Jury Duty

Leave of absence without loss of salary shall be granted, provided that the employee remits to the Board any witness fee or jury stipend (excluding allowances and/or expenses) set by the court or other body,

- a) for jury duty or any summons related thereto, and
- b) to answer a subpoena or summons to act as a witness in any proceeding authorized by law to compel the attendance of witnesses.

16.06 Pallbearer Leave

One (1) day leave shall be granted without loss of salary or wages to attend a funeral as a pallbearer. Additional leave with pay will be at the discretion of the Employer.

16.07 Personal Leave

Effective September 1, 2018, leave of absence of two (2) days per school year, with pay, will be available for personal reasons. On a one time only basis, for the 2018-19 school year, one personal leave day can be carried forward to the 2019-20 school year. The employee must make the request, in writing in advance, to use the personal days, except where the time is required for circumstances that are unexpected and of pressing necessity that require the employee's immediate attention.

16.08 General Leave

The Employer may grant leave of absence with or without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause. Such request to be in writing and approved by the Employer.

16.09 Domestic Violence Leave

Employees will be granted up to two (2) days per year with pay and up to ten (10) days per year without pay and without loss of seniority or health benefits as identified in clauses 15.06.01, 15.06.02, 15.07, when they are the victims of domestic violence. Employees accessing paid domestic violence leave must provide reasonable evidence, as determined by the Employer, to access the leave.

**ARTICLE 17 - OTHER ALLOWANCES**

17.01 Pay Days

The Employer shall pay the monthly wages and salaries in accordance with Appendix "A" attached hereto and forming part of this Collective Agreement.

17.02 Part-Time Employees

Part-time and temporary employees shall receive the wage rate and conditions of employment specified in this Collective Agreement on a pro-rata basis according to their hours of work.

17.03 Education Allowance

The Employer shall pay the registration cost upon successful completion of an academic or technical course approved by the Employer. The employee shall obtain Employer approval prior to registration.

17.04 Articles of Clothing

All employees shall receive an annual subsidy of up to two hundred fifty dollars (\$250.00) for the cost of CSA approved safety work related footwear purchased.

Articles of clothing will be distributed annually by the supervisor to identify the personnel as Division employees. The articles will include an annual maximum of five (5) shirts, and three (3) pairs of coveralls, or overalls, or pants. Hats, seasonal gloves, one (1) summer jacket, one (1) winter jacket will be provided, as needed. A listing of these items will be posted at the Division's Facilities Building.

17.05 Inclement Weather

An employee, who is required to be at work, and, despite reasonable effort, is unable to travel to their place of employment from their place of residence because of: a) inclement weather and b) impassable road conditions, is entitled to their wages for the periods of absence so occasioned.

## ARTICLE 18 - JOB CLASSIFICATION AND RECLASSIFICATION

18.01 Job Descriptions

The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is bargaining agent. Upon request, the Employer shall supply job description(s) to the employees and Union.

18.02 No Elimination of Present Classification

Existing classifications shall not be eliminated without prior notification to the Union.

18.03 Changes in Classification

18.03.01 When the duties or functions of work in any classification are changed or increased, or where the Union and/or an employee feels he is unfairly or incorrectly classified, or when a position not covered in Appendix "A" is established during the term of this Collective Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. Where the parties are unable to satisfactorily resolve the matter such matter shall be submitted to arbitration under the Grievance Procedure.

18.03.02 Any adjustment to the rate(s) of pay for the classification or position shall be effective the first of the month following the date of receipt by the Employer of the submission for reclassification.

## ARTICLE 19 - DISCIPLINE

19.01 The Employer recognizes the value of progressive discipline and where appropriate will provide employees with verbal and written recommendations for improvement before pursuing disciplinary action. An employee shall have the right to have a Union representative present at the meeting which involves disciplinary action and is likely to result in a verbal/written reprimand, suspension, or termination.

- 19.02 The parties agree that after twenty-four (24) months, no reference may be made to any disciplinary documentation in the employee's personnel file.

#### **ARTICLE 20 - GENERAL**

Whenever the singular or feminine is used in this Collective Agreement, it shall be considered as if the plural or masculine has been used where the context of the party or parties hereto so require.

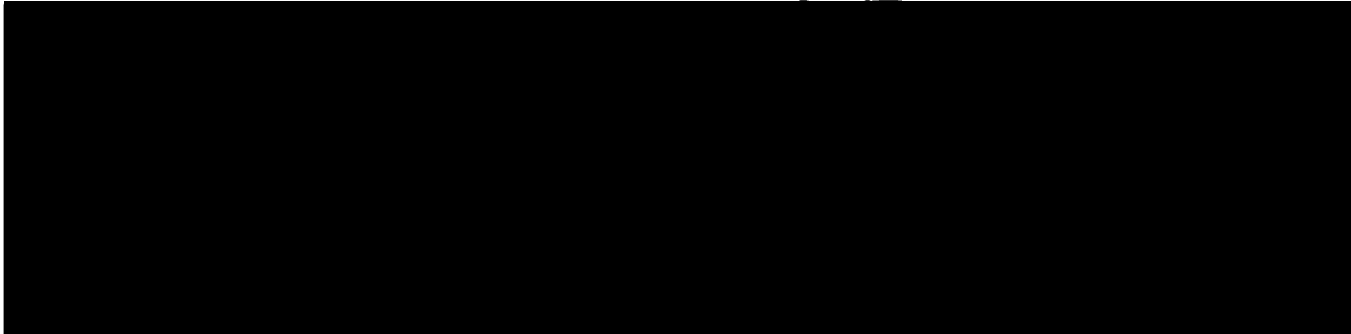
#### **ARTICLE 21 – TERM OF AGREEMENT**

- 21.01 Unless otherwise specifically provided for, this Collective Agreement takes effect on the latter of September 1, 2018, or the first of the month following ratification by both parties and remains in effect until August 31, 2020.
- 21.02 Either party wishing to propose changes to this Collective Agreement shall, between the period of sixty (60) and one hundred and twenty (120) days prior to the expiration date, give notice in writing requiring the other party to the Collective Agreement to commence collective bargaining. Such notice to commence negotiations shall contain details of all amendments sought. At the first meeting between the parties following such notice, the party receiving the notice shall give details of any amendments it seeks.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT THIS 21  
DAY OF February A.D., 2020.

**THE BOARD OF TRUSTEES  
OF BLACK GOLD SCHOOL DIVISION**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1674**



**LETTER OF UNDERSTANDING #1**

At the end of the fiscal year, employees may carry forward a maximum combination of forty (40) hours of vacation/overtime. In special circumstances, an employee may apply in writing to his direct supervisor to carry forward more than the above maximum combination of forty (40) hours of vacation/overtime with a plan as to when these hours will be taken. If approved, this additional time must be taken by December 31<sup>st</sup> of the following school year and the approved request filed in the employee's personnel file. The request should be submitted a minimum of thirty (30) days prior to August 31<sup>st</sup>; it will not be unreasonably denied.



**APPENDIX A**

**HOURLY WAGE RATES**

Effective September 1, 2018 – 0%

Position	1	2	3	4	5
Maintenance Worker	25.87	26.53	27.20	27.87	28.56
Maintenance Worker II – Lead Hand	28.94	29.78	30.62	31.47	32.33
Trades Worker I	27.84	28.64	29.45	30.27	31.10
Trades Worker II Electrical	36.20	36.48	36.76	37.04	37.30
Trades Worker II Mechanical	36.20	36.48	36.76	37.04	37.30
Trades Worker II Mill Work	36.01	36.30	36.57	36.85	37.10
Master Tradesman Electrical	37.01	37.51	38.01	38.51	39.00
Master Tradesman Mechanical	37.01	37.51	38.01	38.51	39.00

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Maintenance Worker	25.87	26.53	27.20	27.87	28.56
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Trades Worker II Mill Work	36.01	36.30	36.57	36.85	37.10
Master Tradesman Electrical	37.01	37.51	38.01	38.51	39.00
Master Tradesman Mechanical	37.01	37.51	38.01	38.51	39.00

Employees shall advance one step on the pay grid on September 1<sup>st</sup> of each calendar year. Depending on a new employee's qualifications and experience, the Employer may hire the employee commencing at anywhere on the grid.