

COLLECTIVE AGREEMENT

Between

Sheet Metal Industry Training Board

(hereinafter referred to as the "Employer")



And



(Canadian Office and Professional Employees Union, Local 378)

(hereinafter referred to as the "Union")

May 1, 2018 to April 30, 2022

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THIS COLLECTIVE AGREEMENT ENTERED INTO

BETWEEN: SHEET METAL INDUSTRY TRAINING BOARD
(hereinafter referred to as the "Employer")

Party of the First Part;

AND: MOVEUP
(CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION,
LOCAL 378)
(hereinafter referred to as the "Union")

Party of the Second Part;

ARTICLE 1 – PURPOSE

- 1.01** The purpose of this Agreement is to maintain a harmonious relationship between the Employer and its 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 arise from time to time.
- 1.02** For the purpose of clarification, it is understood that wherever the singular or feminine is used in this Agreement the same shall be construed as including the plural or masculine unless the context requires otherwise.
- 1.03** The Parties hereto subscribe to the principles of the Human Rights Code of British Columbia.

ARTICLE 2 – BARGAINING UNIT AND RECOGNITION

- 2.01** The Employer recognizes the Union as the sole bargaining authority for all Employees in its offices within the jurisdiction of the Canadian Office and Professional Employees Union, Local 378, and within the classification of office and clerical workers listed in Appendix "A" or within such new classifications as may from time to time be agreed and established by the Parties. It is expressly agreed that this Agreement shall not apply to any elected or appointed officer, business agent or representative of the Employer.
- 2.02** All members shall be required to use their Union Label.
- 2.03** The Union Label shall be made available to the Employer. The privilege of using the Union Label shall be extended to the Employer as long as this Agreement remains in full force and effect and the Employer is fulfilling all of its terms and conditions. The Union Label shall be the official Union Label of MoveUP (Canadian Office and Professional Employees Union Local 378) and shall remain the sole property of the Union.
- 2.04** It shall not be a violation of this Agreement or cause for discharge of any Employee, in the performance of the Employee's duties, to refuse to cross a legal picket line. The Union shall notify the Employer as soon as possible of the existence of such recognized picket lines.

2.05 The Employer shall not discharge, discipline or otherwise discriminate against any member of the Union for participation in or for action on behalf of the Union, or for the exercise of rights provided by this Agreement.

ARTICLE 3 – UNION SECURITY

3.01 The Employer agrees that all Employees shall maintain Union membership in the Union as a condition of employment. It is understood that the Employee will join the Union within fifteen (15) working days and remain a member of the Union in good standing, as a condition of continuing employment.

3.02 When the Employer requires new Employees, it shall notify the Union of the classification, category, job title and job qualifications of Employee required in order that the Union shall have opportunity, within three (3) working days of being advised of a vacancy, to refer Union applicants for consideration. The Employer shall have the sole discretion in filling a vacancy, whether or not the applicant is a member of the Union.

3.03 Upon written notice from the Union that an Employee fails to maintain membership in the Union by refusing to pay dues or assessments, the Employer agrees to terminate employment of said Employee after seven (7) days from the date of notice.

3.04 The Employer agrees to deduct the amount authorized as Union dues, initiation and/or assessments once each month and to transmit the monies so collected to the Secretary-Treasurer of the Union by the fifteenth (15th) of the following month, together with a list of Employees from whom such deductions were made. If requested, a copy of this list will be forwarded to the Job Steward(s) together with a list of Employees from whom such deductions were made, said list shall include the following:

- a) Name and address
- b) Employee or ID number if relevant
- c) Gross monthly earnings
- d) Job Title and Category
- e) Classification
- f) Work location
- g) Amount of dues deducted/Initiation fee
- h) Date of hire

3.05 The Employer agrees to acquaint new Employees with the fact that a Union Agreement is in effect and with the conditions of employment as set out in Article 5.07.

ARTICLE 4 – THE RIGHTS OF THE EMPLOYER

4.01 The Union recognizes the rights of the Employer to hire and promote, and to discipline or discharge any Employee for just cause subject to the provisions of this Agreement and the right of the Union or Employee to grieve as provided in Article 18.

ARTICLE 5 – DEFINITION OF EMPLOYEES – CLASSIFICATION

5.01 Probationary

All new Employees, except temporary and casual Employees, will be considered probationary for the first ninety (90) calendar days of employment, after which they will become regular. A temporary Employee transferred to or attaining regular status will not be required to serve any further probationary period beyond the first ninety (90) calendar days of employment. Probationary employees shall be covered by all terms and conditions of this Agreement.

5.02 Regular Full-Time

A regular full-time Employee is any person employed on a full-time permanent basis whose duties fall within the bargaining unit as defined in Article 2 of this Agreement and who has completed the probationary period. Regular employees shall be covered by all terms and conditions of this Agreement.

5.03 Regular Part-Time

A regular part-time Employee is any person employed on a continuous basis for fewer than the normal hours of work or work week, whose duties fall within the bargaining unit as defined in Article 2 and who has completed the probationary period. Regular Employees shall be covered by all conditions of this Agreement except as follows:

- (a) Sick leave entitlement shall be on a pro rata basis consistent with the hours worked in the previous thirty (30) days.
- (b) Regular part-time Employees shall receive statutory holiday pay on a pro rata basis consistent with the number of hours worked in the previous thirty (30) days.
- (c) Annual vacation entitlement shall be pro rated in accordance with the actual time worked during the period the vacation was earned and shall be in proportion to the entitlement of a full-time regular Employee with the same calendar period of service. Annual Vacation pay shall be as provided in Article 9.

5.04 Temporary

- (a) A temporary Employee is one so informed by the Employer at the start of employment. Temporary employment shall be for a specified period not exceeding three (3) months' duration except as provided in Article 5.04(b) below, whereupon such Employee shall attain regular status. A temporary Employee reaching regular status will have rights under this Agreement which shall be based on length of service for seniority dated from the start of employment.
- (b) Temporary Employees hired to replace Employees on leave of absence under Articles 10.01 and 10.03 shall not attain regular status during the duration of their temporary employment.

- (c) Temporary Employees shall receive four percent (4%) of gross earnings in lieu of annual vacation pay.
- (d) Temporary Employees shall receive statutory holiday pay on the same basis as regular or regular part-time Employees depending on the temporary Employee's weekly hours for work.

5.05 Casual

- (a) Casual or extra Employees shall be those Employees hired for extra or relief work for periods of up to one (1) month. Such Employees shall be paid at the rates provided in this Agreement and will be guaranteed not less than four (4) hours' work on each day which they are employed.
- (b) Casual Employees shall be entitled to a combined Statutory and Annual Vacation pay at the rate of eight percent (8%) of gross earnings on termination.

5.06 Red-Circled

As of the date of ratification, Red-Circled Employees are identified as those Employees who are receiving a rate of pay that is greater than for the category of work performed as is identified in appendix "A".

- 5.07** The Employer or their Representative shall make known to the Employees their duties 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) selected by the Union for purposes of collective bargaining, Agreement administration and general Union business, as the sole and exclusive Representatives(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 will obtain authorization from the Employer as to an appropriate time for such contact before meeting the Employees.
- 6.03** The Employer shall recognize the Job Steward(s) elected or appointed by the Union and shall not discharge, discipline or otherwise discriminate against any Job Steward(s) for carrying out the duties proper to that position.
- 6.04** The Job Steward may, within reason, and after obtaining authorization from the Employer that will not be unreasonably withheld, investigate and process grievances or confer with the Representative(s) of the Union during regular working hours, without loss of pay. Where there is a requirement to have an Employee in attendance during any authorized Job Steward investigation and/or grievance handling, the Employee's

attendance will be without loss of pay.

- 6.05** The Job Steward shall have no authority to alter, amend, violate or otherwise change any part of this Agreement.
- 6.06** Unpaid leave of absence may be requested by the Union for an Employee to attend to Union business and where possible, such leave will be granted by the Employer.

Union Job Stewards may request time off for the purposes of their attendance at seminars and training courses sponsored by the Union and any such request(s) shall not be unreasonably withheld subject to the Employers operational requirements.

ARTICLE 7 – HOURS OF WORK AND OVERTIME

- 7.01** The regular work schedule is identified as follows:
- (a) A regular work day shall consist of eight (8) paid hours between the hours of 6:30 a.m. and 5:00 p.m.
 - (b) A regular work week shall consist of forty (40) paid hours worked in five (5) days Monday to Friday.
- 7.02** (a) The work schedule as provided in Article 7.01 may be modified by mutual agreement between the Employer and the Union and any such agreed to modification of the work schedule shall be identified by Letter of Understanding.
- (b) Before considering layoffs and where there are Employees on a modified work schedule, the Employer shall review the existing modified work schedule to determine if there is an operational ability to return to the work schedule as identified in Article 7.01.
- 7.03** A one half (1/2) hour unpaid lunch period will be provided and taken within the two (2) hours in the middle of the regular working day, precise time to be arranged between the Employer and Employee.
- 7.04** Two (2) relief periods per day of fifteen (15) minutes each, one (1) in the morning and one (1) in the afternoon, shall be taken without loss of pay.
- 7.05 Overtime Premiums:**
All time worked before or after the regularly established working day, shall be considered as overtime and paid at the rate of one hundred fifty percent (150%) of the Employee's hourly rate of pay for the first two hours, and two hundred percent (200%) for all hours thereafter.
- 7.06** All time worked on Saturday, Sunday or on a statutory holiday, as provided in Article 8.01 or on a day granted in lieu thereof, shall be considered as overtime and paid at the rate of two hundred percent (200%) of the Employee's hourly rate of pay.
- 7.07** All Employees requested to work overtime beyond the regular work day shall be allowed a one half (1/2) hour paid meal period provided such overtime is in excess of two (2)

hours' work. The meal period may be taken before, during or after the overtime work as may be appropriate and mutually agreed.

- 7.08** Employees who are called in during regularly scheduled days off or vacations, or who are called back to work outside the regular working day, shall receive a minimum of four (4) hours' pay at the overtime rates, pursuant to Article 7.06, provided the Employee reports for such work.
- 7.09** Overtime shall be on a voluntary basis and will be offered, by seniority, to all qualified members of the office staff.
- 7.10** Employees who work overtime may elect to take time off in lieu of overtime pay but such time off must be taken at a time mutually agreed upon with the Employer. The length of time off with pay shall be equal to the straight time equivalent of the overtime earnings.
- 7.11** Paid sick leave or extended sick leave shall not reduce overtime pay earned during a regular work day or work week during which such sick leave occurred.

ARTICLE 8 – STATUTORY HOLIDAYS

- 8.01** The Employer agrees to provide all full-time Employees with the following statutory holidays, without loss of pay:

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

and any other day that may be stated a legal holiday by the Provincial and/or Federal Government. Territorial or Civic Holidays, when declared, shall be provided to the Employees working in the said location where the holiday is declared. The Employer further agrees that should one (1) of the above statutory holidays fall on either a Saturday or a Sunday, and no other day is proclaimed in lieu thereof, the Employee shall receive an additional day or days off, with pay, to be taken the working day preceding the holiday or the working day succeeding the holiday or at a time mutually agreed by the Employer and the Employee.

- 8.02** In the event any of the holidays enumerated in Article 8.01 occur during the period of an Employee's vacation, an additional day's vacation with pay shall be allowed for each holiday so occurring.

ARTICLE 9 – ANNUAL VACATIONS

- 9.01** a) Upon completion of twelve (12) months service an employee shall be entitled to receive a paid vacation of fifteen (15) working days. Payment for such vacation period shall be at the employee's current wage rate for the period in which the vacation was earned. Such vacation shall be taken at a time mutually agreed with the Employer.
- b) Upon completion of six (6) months service in the first (1st) year of employment, an employee shall be entitled to receive a paid vacation of five (5) working days which, if taken, will be deducted from the total entitlement for that year. Such vacation shall be taken at a time mutually agreed with the Employer.
- c) Vacation time may not be carried over into the following year without the approval of the Employer.
- 9.02** Effective January 1, 2021, each employee who completes five (5) years' service shall receive twenty (20) working days paid vacation. Pay for such vacation shall be at the employee's current wage rate for the period in which vacation was earned. Such vacation shall be taken at a time mutually agreed with the Employer.
- 9.03** Vacation Pay Upon Termination During First Year of Employment

An employee whose employment is terminated for any reason during the first year of employment shall be paid 6% of gross earnings to the date of termination less the amount of any vacation payment already paid in lieu of vacation time.

ARTICLE 10 – LEAVE OF ABSENCE

- 10.01** An Employee may apply for, and where possible receive, up to six (6) months leave of absence for reasons other than sick leave. Permission for such leave must be obtained from the Employer in writing. Employees who receive such leave shall have their Vacation Time, as referenced in Article 9, calculated on a percentage basis only.

10.02 Bereavement Leave:

In cases of death in the immediate family, i.e. spouse, son, daughter, step-parents, daughter-in-law, son-in-law, grandparents, grandchildren, step-child, father, father-in-law, mother, mother-in-law, sister or brother, brother-in-law or sister-in-law, an Employee shall be granted up to three (3) working days leave of absence with full pay. One (1) day of leave with pay shall be granted to any Employee who wishes to attend services related to the death of niece or nephew, or aunt or uncle, spouse's grandparents or grandchildren.

Such leave of absence will not be charged against sick leave, holiday entitlement, vacation entitlement or other accrued time off.

Employees who are required to travel out-of-province, overseas or to and/or from remote areas shall be allowed additional time off with pay for any necessary period of absence not to exceed three (3) working days.

An Employee may be granted up to an additional seven (7) calendar days' unpaid Bereavement leave upon request.

10.03 Pregnancy, Parental and Adoption Leave:

- (a) For the purpose of this Article, "spouse" includes common-law relationships and same sex partners within the meaning of the Family Relations Act.

"Pregnancy, Parental and Adoption Leave will be granted in accordance with the Employment Standards Act of BC (RSBC 1996) Chapter 113".

- (b) Upon request, the Employee's leave of absence may be extended by mutual agreement upon application by the Employee. Employees who receive such leave shall have their Vacation Time, as referenced in Article 9, calculated on a percentage basis only.
- (c) An Employee who resumes employment on the expiration of the Leave of Absence granted in accordance with this Part shall be reinstated in all respects by the Employer in the position previously occupied by the Employee, or in a comparable position, and with all increments to wages and benefits to which the Employee would have been entitled had the leave not been taken.
- (d) An Employee's seniority, vacation entitlement and vacation bank shall continue to accrue except as referenced in Article 10.03(b).

10.04 Leave for Medical/Dental Appointments:

An Employee will be allowed up to two (2) hours with pay for medical or dental appointments that cannot be taken on a regularly scheduled day off. The up to two (2) hours will be utilized at the beginning or end of the workday where possible. Leave for medical/dental appointments shall not exceed twelve (12) hours in any calendar year.

10.05 Jury Duty:

An Employee summoned to Jury Duty or subpoenaed as a witness shall be paid wages amounting to the difference between the amount paid them for jury service or acting as a subpoenaed witness and the amount they would have earned, had they worked on such days. Employees on jury duty shall furnish the Employer with such statements of earnings as the Courts may supply. Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remains to be worked. The total hours on Jury Duty or as a subpoenaed witness and actual hours worked on the job in the office in one (1) day shall not exceed the Employee's scheduled work day. Any time worked in the office in excess of this combined total shall be considered overtime and paid as such.

10.06 Family Responsibility Leave

In the case of the care of an immediate family member (including a same sex partner), an Employee shall be entitled to use the Employee's sick leave bank entitlement up to a

maximum of five (5) working days per calendar year.

10.07 Gender Transition Leave

An employee who provides a certificate from a medical practitioner confirming that the employee requires a leave of absence in order to undergo gender transition will be granted a leave for the procedure required during the transition period. The provisions of that leave will follow either Article 10 Leaves of Absences or Article 11 Paid Sick Leave, depending on the employee's request and approval by the provider.

The Union, the Employer and the employee will work together to tailor the general transition plan to the employee's particular needs and accommodate the employee up to the point of undue hardship for the Employer. The Employer will ensure it enforces its harassment free work environment and not accept any discriminating actions.

ARTICLE 11 — SICK LEAVE, BENEFIT PLAN AND PENSION PLAN

11.01 Sick Leave:

- (a) On the first day of each calendar year, the Employer will credit each employee with twelve (12) sick days to be utilized during that calendar year. There will be no carryover of sick days from one year to the next. When utilizing sick leave credits, an employee may be required to provide proof of illness.
- (b) During periods of lengthy illness or disability, any waiting period as prescribed by the Wage Indemnity Plan, shall be paid by the Employer from the Employee's "sick leave". A claim for benefits must be made under the Wage Indemnity Plan for any disability that results in time loss in excess of the prescribed waiting period. The balance of an Employee's sick leave credits shall be paid for lost working days where the disability causes time loss beyond the normal benefit period as prescribed by the Wage Indemnity Plan. At the Employee's option, sick leave may be used to offset the difference between regular weekly earnings and Wage Indemnity payments.

Employees on Wage Indemnity shall have their Vacation Time, as referenced in Article 9, calculated on a percentage basis only.

- (c) If a hospitalization or emergency treatment occurs during an Employee's vacation period, the Employee shall be granted sick leave in lieu of vacation for the period covered by a certificate from a duly qualified medical practitioner certifying the treatment. Displaced vacation will be taken at a time mutually agreeable to the Employees and the Employee's supervisor.

11.02 Employees shall be granted extended sick leave of absence without pay of up to six (6) months with up to one (1) year of services, and twelve (12) months if over one (1) year of service, beyond the entitlement provided in Article 11.01, during periods of lengthy illness or disability as certified by a medical doctor. During that period of leave beyond the entitlement, seniority will be retained.

11.03 Benefit Plan:

(a) Full time employees shall be covered by the SMART Local 280 Health Benefits Plan. The Employer shall pay one hundred percent (100%) of all premiums for the plan.

(b) **Pension Plan**

The Employer shall contribute three dollars and seventy cents (\$3.70) per hour paid for all Employees working under the terms of this Agreement, to the Trustees of the COPE 15 Pension Plan by a single payment made by the fifteenth (15th) of the month following that which payment covers, to an agency designated for that purpose by MoveUP. This contribution shall be made together with a list of the names, social insurance numbers and the monthly hours.

Operation of this Fund shall be governed by the Trustees of the Pension Plan, such Trustees to be selected in accordance with the Trust Agreement. In the event of compulsory Government Pension Plans, this contribution will be in addition thereto.

(c) The Union and/or The Plan Administrator shall advise the Employer of any delinquency. Should the Employer fail to respond within forty-eight (48) hours of receipt of the notification (exclusive of Saturday, Sundays and Holidays) by either sending in payment of the delinquency or giving written reasons for the delinquency, and where the delinquency has been established to have been within the Employer's control, there then shall be a ten percent (10%) penalty of the amount of the late payment due and/or the Union may withdraw its members from the Employer, without contravening the terms of this Agreement or the Law, until such delinquent contributions and penalties are received. Where it can be established that the delinquency was outside the Employer's control, that penalty shall be waived.

ARTICLE 12 – WAGES

12.01 Employees will be paid in accordance with the skills used and shall be paid the hourly rate of pay for such category in accordance with the table of categories and job titles as set forth in Appendix "A", which is attached hereto and made part of this Agreement.

12.02 Any position not covered by Appendix "A", or any new position which may be established during the life of this Agreement, shall be subject to negotiations between the Employer and the Union. In the event that the Parties are unable to agree as to the job title and hourly rate of pay for the category in question, or in re-evaluating any position of any Employee which may be in dispute, the matter may be submitted to the grievance procedure, as defined in Article 18 of this Agreement.

12.03 Where an Employee has the necessary qualifications and has proven the Employee's ability to handle the work, there shall be no discrimination between men and women in the matter of the award of vacant positions or in the hourly rate of pay for such positions. The Employer recognizes equal pay for equal work.

- 12.04** An Employee assigned to a higher category or temporarily replacing another Employee in such higher category shall be paid at the higher hourly rate of pay for the period so employed, provided the Employee has the qualifications necessary and fulfills the duties of the higher category. This provision shall not apply for brief relief periods of less than one-half (1/2) day except that if an Employee is required to work at a higher category on a recurring basis, i.e. each day, each week or each month, the higher hourly rate of pay shall apply.
- 12.05** Any Employee who reports for work and is not put to work, shall be guaranteed a minimum of two (2) hours at their hourly rate of pay.

ARTICLE 13 – SENIORITY

- 13.01** Seniority shall mean length of continuous service with the Employer and its predecessors, as a Union member, except that credit shall be given for service prior to certification of the bargaining unit, provided such service was in a bargaining unit position.
- 13.02** Except as otherwise provided in this Agreement, an Employee who leaves the bargaining unit and subsequently returns will be considered a new Employee from the date of re-entering the unit for purposes of seniority credit.
- 13.03** An Employee who is laid off and placed on the recall list under Article 14.05, will be credited with unbroken seniority upon recall within the recall period.
- 13.04** No seniority shall accrue for short terms of temporary work except that temporary Employees who attain regular status shall have seniority credited from the last date of entry as an Employee of the Employer.
- 13.05** Regular part-time Employees will be credited with seniority on a pro-rated basis consistent with the hours earned.
- 13.06** Employees on approved leave of absence on Union business under Article 6.07, or sick leave/extended sick leave under Article 11.01 and 11.02, will continue to accrue seniority. Employees granted extended leave of absence under Article 10 will continue to accrue seniority.
- 13.07** Seniority lists will be made available by the Employer at such times as may be required for the administration of this Agreement.

ARTICLE 14 – PROMOTION, LAYOFF AND RECALL

- 14.01** The Employer agrees to “post” job vacancies within their respective office(s) before hiring new Employees, provided there are Employees who are available with the necessary qualifications to fill the vacant positions. Each regular vacancy and/or new position shall be posted on the Employer's premises for three (3) working days, with notification of the posting to be sent to the local Union office at the time of the posting.

The posting shall outline the category, the job title, and the hourly rate of pay and work schedule. Article 3.02 shall apply where there are no available qualified applicants.

Employees who are absent from their place of employment may make a preliminary application for, and in anticipation of, regular vacancies or new positions which may be posted in their absence.

All Employees applying for the posted vacancies shall be notified in writing of receipt of their application and whether said applications is successful.

All successful applicants other than “Red-Circled” Employees shall be paid the rate of pay of the awarded category as identified in Appendix “A”.

“Red-Circled” Employees who successfully apply and are awarded a “posting” in a higher paid category and who are receiving a rate of pay that is greater than the rate of pay for the posting awarded, shall not have their hourly rate of pay reduced. The “Red-Circled” Employees wage rate of pay would be frozen until such a time as the awarded posting wage rate of pay exceeded the Employee’s frozen wage rate.

14.02 Seniority shall be the governing factor in fulfilling job vacancies, provided the factors of qualifications, skill, and ability are relatively equal among those involved.

14.03 Layoff

If a reduction of office staff is necessary, the Employer shall meet with the Union Representatives and the following procedure shall be adopted:

- (a) The Employee, including “red-circled” Employees, with the least amount of seniority in any affected category will be the first laid off from that job, but may displace any less senior Employee in any category, for which the Employee has the necessary qualifications and has greater seniority.
- (b) Any Employee, including “red-circled” Employees, who is displaced from the Employee’s job as a result of such bumping, may displace a less senior Employee in any category for which the Employee has the necessary qualifications and has greater seniority.
- (c) All Employees who “bump” a less senior Employee shall be paid the hourly rate of pay of the category of work performed.
- (d) Employees who choose to not exercise their rights to “bump”, shall have the right to accept a lay-off. Article 14.04 shall not apply where an Employee elects a lay-off in this circumstance.

14.04 Notice of Layoff

All regular full-time Employees shall be given written notice of layoff or weekly earnings in lieu of notice as follows:

- (a) Two (2) weeks' notice if employed fewer than three (3) complete years;

- (b) Three (3) weeks' notice after three (3) completed consecutive years employment, and one (1) additional weeks' notice for each subsequent completed year of employment, up to a maximum of eight (8) weeks' notice.
- (c) In the event of office closure, Article 14.04(b) will apply. (This shall not apply to temporary job sites).

The period of notice shall not coincide with an Employee's annual vacation.

14.05 Any regular full-time or part-time Employee with six (6) months or more of service 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.

14.06 Recall

Notice of recall to an Employee who has been laid off shall be made by registered mail to the Union with a copy to the Employee. The Employee must respond to such notice within ten (10) days of receiving it or lose all rights of seniority and recall; however, an Employee who is prevented from responding to a recall notice because of illness or other reason beyond the Employee's control shall not lose such rights thereby. An Employee required to give notice to another Employer shall be deemed to have complied with this ten (10) day period.

14.07 Employees on the recall list shall have first rights to any vacancy for which the Employee is qualified. The Employer will not hire for such a vacancy while an eligible qualified Employee is on the recall list.

14.08 Recalled Employees, including any recalled red-circled Employees, shall receive the hourly rate of pay of the category and the job title the Employee is recalled to. All rights due to seniority and vacation entitlement under this Agreement shall be unaffected by such a layoff period.

ARTICLE 15 – GENERAL

15.01 Working conditions, wages and benefits currently in force which are not specifically mentioned in this Agreement and are not contrary to its intention shall continue in full force and effect.

15.02 The Employer agrees to keep all office machinery, furniture and fixtures in a normal state of repair and working condition.

15.03 No work which is properly or customarily performed by Employees within the bargaining unit covered by this Agreement shall be sub-contracted or otherwise assigned by the Employer to any shop, agency or person outside the bargaining unit, except as where written agreement is reached by and between the Union and the Employer (see LOU 1).

15.04 The Employer will be responsible for all expenses for Employees who are requested to attend functions on behalf of the Employer. (Receipts for expenses shall be provided at the request of the Employer).

15.05 It is agreed by the Parties that the Agreement will be prepared by the Union.

15.06 Training and Development:

Both parties recognize the importance of continuing training and development of skills. In order to facilitate this development of skill sets the union agrees to promote the concept of training and education.

- (a) Employer initiated: 100% of course fees upon successful completion of course.
- (b) Employee initiated: Subject to Employer approval, 50% of course fees upon successful completion of course.
- (c) Subject to operational requirements, the parties agree that such training may take place during normal working hours.
- (d) Employee initiated courses shall be done on the employee's time.

15.07 The Employer shall provide a secure workplace and shall take all reasonable steps to ensure the safety of Employees in, and in the vicinity of, the workplace. By mutual agreement such precautions shall include, but not be limited to, one or more of the following: proper lighting in the vicinity of the workplace and to transportation; ensuring the presence of at least one other person on the premises for mutual protection; a "panic button" in the workplace with which to summon assistance in the event that protective backup may be out of visual contact; and personal alarm devices, where indicated in one-person sites, to provide security to and from the building.

15.08 Upon request an Employee shall, with a Job Steward and/or Business Representative, and a Manager and/or designate, be entitled to review the Employee's disciplinary file annually and/or in the event of a grievance investigation.

Disciplinary action shall not be relied upon where an Employee has been discipline free for eighteen (18) months.

ARTICLE 16 – DISCHARGE AND TERMINATION

16.01 An Employee shall have the right to request a Job Steward or Union Representative of the Union be present at any discussions with the Employer that could and/or does give rise to disciplinary action.

The Employer shall contact the Employee, the Job Steward and/or the Union Representative of the upcoming discussions.

16.02 It is hereby agreed that the Employer has the right to discipline/discharge for just cause and notice or pay in lieu of notice may be forfeited in the event of such discharge, at the Employer's option. The Employer will provide the Employee with a written letter at time of discipline/discharge clearly establishing the reasons for such discharge, with a copy to the Union, at the time of discharge.

16.03 If upon joint investigation by the Union and the Employer, or by decision of an Arbitrator appointed pursuant to the terms of this Agreement, it shall be found that an Employee has been unjustly discharged, such Employee shall be subject to the award of

the said Arbitrator.

16.04 An Employee whose employment is discharged by the Employer, as set forth in Article 16.02, shall be paid all Vacation Pay, wages and bonuses due upon such termination of employment.

ARTICLE 17 — TECHNOLOGICAL OR PROCEDURAL CHANGES AND SEVERANCE PAY

17.01 Definition, Notice, Disclosure and Consultation

- (a) Wherever possible, the Employer shall provide the Union with up to six (6) months' written notice of intention to introduce automated equipment and/or procedural change.
- (b) The Employer agrees to disclose full details of the planned technological and/or procedural changes, which may cause any change to an Employee's normal duties or place of employment.
- (c) The Employer and the Union shall enter into meaningful consultation regarding such technological and/or procedural changes prior to implementation.

17.02 Employees whose positions become redundant due to new equipment or procedures shall be eligible for re-training to equip them for the operation of such new equipment or procedure, or to qualify for new positions. Such re-training will be provided by the Employer, without loss of pay, to the affected Employees.

17.03 In cases where the re-training of Employees is not practical, or where other positions with the Employer are not available, the Employee(s) shall elect to terminate employment or to be placed on recall under Article 14 shall receive all the benefits the Employee had accrued during employment at the end of the recall period or at such earlier time as they may elect to terminate.

17.04 Severance Pay

Employees who are laid-off and/or who have exhausted their rights to recall, shall receive, upon request, their severance pay on the payroll following any such event. The amount of such severance pay shall be one (1) week for each year of service to a maximum of twelve (12) weeks. Severance pay shall be payable to an Employee upon the exhaustion/expiration of their recall rights as set out in Article 14.06 or waiver thereof.

17.05 Off Premises Equipment

The Employer agrees that no computer equipment shall be required to be placed in an Employee's residence.

ARTICLE 18 — GRIEVANCE PROCEDURE

18.01 Grievance as used in this Agreement includes any Employee and/or Employer complaint or unsatisfied request involving any matter relating to wages, hours or working conditions, including questions of interpretation or application of, or compliance with, the provisions of this Agreement.

18.02 All grievances shall be presented within ten (10) working days from the date there is evidence of a grievance having occurred. The procedure for the adjustment of a grievance shall be as follows:

Step 1:

Any Employee who believes that they have a justifiable complaint may, with the assistance of the Job Steward, discuss the matter with the Supervisor or designate.

Step 2:

Should the Employee and the Job Steward be dissatisfied with the Supervisor's disposition of such complaint, the grievance shall be reduced to writing giving all particulars including the applicable Article(s) of the Agreement. The Union will direct all correspondence to the affected Employer who shall answer the grievance in writing within ten (10) working days.

Step 3:

(a) The Union or the Employer shall have the right to initiate a group grievance or a grievance of a general nature as a dispute at Step 3 of Article 18.02, thereby eliminating Steps 1 and 2.

(b) Any dispute or grievance that cannot be resolved at Steps 1 or 2 or which has been initiated as a Step 3 dispute, shall be referred to a meeting of the Employer and the Union. Such a meeting will be held within ten (10) working days. If settlement is not reached within ten (10) working days after that meeting, the initiating party may refer the matter to arbitration.

18.03 After exhausting the Grievance Procedure at (b) above, either party must refer the matter, in writing, to arbitration within thirty (30) calendar days failing which the grievance will have been deemed to have been abandoned.

18.04 The Arbitrator shall deliver his award, in writing, to each of the Parties and this award shall be final and binding upon each of the Parties and shall be carried out forthwith.

18.05 Each Party shall pay their own costs and expenses of the Arbitration and one-half (1/2) the remuneration and disbursements or expenses of the Arbitrator.

18.06 Article Headings – The Article heading shall be used for purposes of reference only and may not be used as an aid in the interpretation of this Agreement.

ARTICLE 19 – DURATION

19.01 Duration

This Agreement will be in full force and effect on and after the 1st day of May 2018, to and including the 30th day of April 2022, and shall automatically be renewed from year to year thereafter.

19.02 Notice to Bargain

Either Party may at any time within four (4) months immediately preceding the expiry date of this Agreement, by written notice, require the other Party to commence collective bargaining.

19.03 Agreement to Continue in Force

Both Parties shall comply fully with the terms of this Agreement during the period of collective bargaining and until a new or revised Agreement is signed by the Parties, without prejudicing the position of the new or revised Agreement. Notwithstanding the foregoing, the parties shall have the right to effect a legal strike or legal lockout, as the case may be.

19.04 Exclusion of Operation

The Parties agree to exclude the operation of Section 50(2) and 50(3) of the Labour Relations Code of British Columbia, or any subsequent equivalent legislative provisions.

19.05 During the life of this Agreement, there shall be no lockout by the Employer or any strike, sit-down, slow-down, work stoppage or suspension of work either complete or partial for any reason by the Union.

Signed at _____, BC this _____ day of _____, 2019

FOR THE EMPLOYER

(original signed)

Jud Martell
Training Coordinator

Jim Paquette
Trustee

Aaron Smith
Trustee

Paul Charbonneau
Trustee

Troy Clutchey
Trustee

Steve Davis
Trustee

Mark Kuelle
Trustee

Joseph Ponsart
Trustee

Franco Pederzini
Trustee

FOR THE UNION

(original signed)

Noel Gulbransen
Union Representative

Jo-Anne Rees
Bargaining Committee

E&OE
NG:sh usw2009

APPENDIX "A"**CATEGORIES, JOB TITLES AND HOURLY RATES OF PAY**

	January 1, 2019	May 1, 2019 (1%)	May 1, 2020 (2%)	May 1, 2021 (2%)
Receptionist/ General Administrative Assistant	\$21.60/hr.	\$21.82/hr.	\$22.26/hr.	\$22.71/hr.
Associate Registrar	\$26.55/hr.	\$26.82/hr.	\$27.36/hr.	\$27.91/hr.
Office Administrator/Accountant	\$31.62/hr.	\$31.94/hr.	\$32.58/hr.	\$33.23/hr.

APPENDIX "B"

JOB DESCRIPTIONS

ADMINISTRATIVE ASSISTANT (Part-Time)

WORK SCHEDULE: Monday, Tuesday, Wednesday (24 hours a week)

POSITION SUMMARY

Admin Assistant (Part-Time) is the first point of contact for visitors and callers to SMITB, SMWTCS, JACRI and undertakes a range of administrative tasks in support of Training Co-ordinator, Office Administrator and Associate Registrar.

DUTIES AND RESPONSIBILITIES

1. Telephone & front desk reception responding to general applicant enquiries.
2. Conduct filing & digital scanning of documents including creation of new files signed off for filing.
3. Update database for information matching general enquiries & pre-apprentice evaluation and testing; pre-apprentice/applicant data entry entries into database.
4. Mail merge using database to produce mailouts that are delivered with policy handbooks.
5. Order and manage office supplies and classroom materials.
6. Assist in processing apprentice conversions, re-indentures and ITA registration.
7. Provides general assistance to students; assists in test marking, scheduling of evaluation tests and confirmation of school sessions.
8. Assist Office Administrator with data entry of Local 280 \$1.00-hour remittances apprentice accounts utilizing Quickbooks.
9. Data entering task and calendar items into database.
10. Assist in minutes and agenda for staff meetings.

QUALIFICATIONS

1. High school completion; courses related to administration and accounting (i.e. Quickbooks) an asset.
2. At least 1 years' experience of working within an office environment.
3. Excellent verbal communication skills with a good telephone manner.

4. Ability to enter data accurately using databases and spreadsheets; experience with Word, Excel, etc.
5. Familiarity with the use of office equipment (i.e. computer, scanner/fax, photocopiers, etc.)

OFFICE ADMINISTRATOR

HOURS OF WORK: Monday to Friday, 40 hours per week

POSITION SUMMARY

Office Administrator provides support to Sheet Metal (SM & ASM) & Roofing (JACRI) Apprentice Services, Employer Services, Local 280 Communications, Full Cycle Accounting & Financial reporting, office administrative management in collaboration with the Training Co-ordinator. The Office Administrator is responsible for preparing referrals for employers for new and continuing apprentice hires, adhering to Local 280 Standard Working Agreement. Acts as first point of contact for enquiries online and communicating process of recruiting new apprentices with prior ITA registrations. In collaboration with Training Co-ordinator, manages in Trust \$1-hour accounts and funds reconciliation for SM, ASM and roofing. Provides full cycle monthly and annual accounting to financial statements for the SMITB, SMWTCS, JACRI and \$1Hr Trust Funds. Handles the registrar process for roofing apprentices under JACRI sponsorship in collaboration with RCABC and processes Journeyperson recommendations through to completion for Red Seal and non-Red Seal Certification.

DUTIES AND RESPONSIBILITIES

Apprentice Services:

1. Introduce and direct new ITA registered apprentices to SM, ASM and Roofing Trade as under Board sponsorship. Handle email and phone enquiries; email information documents and links to ITA trade Red Seal and non-Red Seal programs.
2. Process ITA new registrations, change of sponsorships, interprovincial transfer documentation and communications.
3. Provide telephone intake for apprentices enquiring about hours, reconciliation of hours, and \$1-Hour savings for SM, ASM and Roofing; Sheet Metal Workers in trust – monthly remittance green sheets data entry.
4. Reconcile monthly Local 280 remittances to databases/SM & roofing fund (green sheets); received third week every month (also an employer service, Local 282 communications and apprentice service)
5. Compile data, reports and manage registration of apprentices available for work and first year school assignments.
6. Coordinate cancellations of SM, ASM and Roofing apprentices and communicate cancellations and Journeyperson status changes.
7. Process Journeyperson certificates at end of 4th year classes after completion of IP exam, monitor hours to ensure achievement of 6,400 hours. Update additional hours and wages rate increases into database.

Employers Services/Local 280 Communications:

1. Handle referrals for new hires prior to start date resulting in official Local 280 dispatches to employers.
2. Process pre-apprentice to apprentice status updates resulting in referrals and official Local 280 dispatches to employers.
3. Communicate direction about employment and schooling requirements to new apprentices as outlined in Policy Handbook.
4. Coordinate communications with Local 280 regarding apprentice membership; tracking members in good standing; distribute 30-day letters.
5. Cross check suspension lists and communicate with apprentices to confirm if cancelling apprenticeship and updating into database.

Accounting and Financial:

1. Process payroll including timesheet gathering, checking submission for approval and paycheques.
2. Process accounts payable including checking/matching PO's/delivery receipts, approval and cheque processing.
3. Submit invoices to ITA – 5 days after start of classes.
4. Submit Health Benefits remittances – due 15th of each month.
5. Submit Receiver General Payroll remittances – due 15th of each month.
6. Reconcile monthly Local 280 remittances to database/SM and roofing Fund (green Sheets) received 3rd week of every month (also an employer service, Local 280 communications and apprentice service).
7. Process annual T4 tax receipts for office and shop side staff.
8. Process annual T2202A Tuition and Enrollment certificates and tax receipts.
9. Reconcile ITI remittance monthly – due the following month for the preceding month.
10. Process Roofers Cost Recovery cheques – monthly calculation and cheques deposited monthly.
11. Coordinate and assist in annual budget preparation – producing comparisons to actual monthly and annually at year end.

12. Complete financial statements due 4th week each month for the last bank reconciled month.
13. Assist with IT functions including security, risk and privacy contingency planning as well as disaster recovery planning.
14. Coordinate and assist in annual financial audit.
15. Reconcile trust funds to produce hours report which are imported into database.

QUALIFICATIONS

1. 5+ years accounting experience and expertise with accounting software.
2. High school diploma; Bachelor's degree in Accounting or relevant field is preferred.
3. Proven experience as an office administrator, office assistant or relevant role.
4. Working knowledge of fundamental accounting, bookkeeping and payroll procedures.
5. Familiarity with office management procedures and basic accounting principles
6. Experience maintaining manual or computerized accounting system.
7. Outstanding organization skills, communication and interpersonal abilities; attention to detail.
8. Excellent knowledge of MS Office, Excel and experience with database management.
9. Familiarity with trades and apprenticeship model.

ASSOCIATE REGISTRAR

HOURS OF WORK: Monday to Friday, 40 hours per week

POSITION SUMMARY

Under the direction of the Training Co-ordinator, the Associate Registrar assists with Registrar activities associate with the registration of apprentices into Apprenticeship Training as well as apprentices and journeys into Specialty Training at SMWTCS and other training providers. The Associate Registrar is responsible for maintaining the integrity of student's personal information and student technical training records. Basic day-to-day operation of this position is overseen by the Training Co-ordinator.

DUTIES AND RESPONSIBILITIES

1. Collaborate with the Training Co-ordinator to assign apprentice class assignments for Sheet Metal and Architectural Sheet Metal Apprenticeship training levels using database. Co-manage with the Training Coordinator future re-assignments and waitlists.
2. Confirm apprentices and/or journal commitment to attend technical training and specialty training by the deadline date.
3. Once confirmed by Training Co-ordinator, produce and send notices to apprentices in stages if assignments, re-assignments and reminders to attend technical training.
4. Arrange first day presentations to apprentices applying for financial supports (apprenticeship training supports applications) via WorkBC website.
5. Confirm apprentice's class attendance to appropriate entities.
6. Supply instructors and the Training Coordinator with attendance lists and forms for first day of classes.
7. Liaise with Training Coordinator and Chief Instructor to relay communications to prep classes.
8. Liaise with Training Coordinator and Chief Instructor to relay communications to prep classes and identify areas of support for students.
9. Collaborate with Training Coordinator for scheduling of safety training processing by 2nd Friday.
10. Assist in scheduling apprentices and journeys to attend Specialty Training on and off site through coordination of subcontracted training providers.
11. Produces all interim certificates for apprentices and prepares for signature.
12. Assist office admin in preparing the ITA completion certificates and arranges pickup with journeys.

13. Assist in book orders and calculator orders from ITI.

QUALIFICATIONS

1. Two to three years of experience in office administration. A background in admissions or student affairs considered an asset.
2. Post-secondary education such as a bachelor's degree in business administration, or a combination of relevant education and experience.
3. Excellent written and verbal communication skills.
4. Strong computer and analytical skills.
5. Familiarity with trades and apprenticeship model.

LETTER OF UNDERSTANDING No. 1

BETWEEN: SHEET METAL INDUSTRY TRAINING BOARD

**AND: MoveUP
(CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION,
LOCAL 378)**

ARTICLE 15.03

The Parties agree that the duties listed below, which are properly or customarily performed by members of the bargaining unit, may also be performed by persons outside the bargaining unit. Performance of these duties by persons outside the bargaining unit shall not detract from the normal compliment of employees, and therefor are not in violation of Article 15.03.

Job descriptions identify all job duties and responsibilities of the bargaining unit. Components of the job duties and responsibilities of the bargaining unit may be a shared responsibility with non-bargaining unit persons under the following areas:

- Total Track database – bargaining unit members require access to database to perform duties; however, they do not have jurisdictional claim to Total Track. License agreement for Total Track database usage by SMART member only (Training Coordinator).
- Tasks associated with utilization of information technology such as computer equipment, photocopier, phone system, fax machine, etc. is a shared responsibility by bargaining unit and non-bargaining unit persons related to, but not limited to programming, troubleshooting, maintenance and repair.
- Accounting tasks may need to be a shared responsibility by non-bargaining unit persons to compliment tasks identified within job descriptions of the bargaining unit. This includes software and chartered accounting services for taxation and audit services.
- Communication and development of documents (email correspondence, marketing, forms, templates, etc.) may need to be performed by non-bargaining unit persons.

This list of specific items may be revised from time to time, by mutual agreement between the Employer and the Union.

Signed at _____, **BC** **this** _____ **day of** _____, **2019**

FOR THE EMPLOYER

(original signed)

*Jud Martell
Training Coordinator*

FOR THE UNION

(original signed)

*Noel Gulbransen
Union Representative*

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