

January 1, 2016 - December 31, 2020

COLLECTIVE AGREEMENT

BETWEEN

USW LOCAL 1-1937

(the Union)

AND

THE STRATHCONA REGIONAL DISTRICT

(the Employer)

FOR

**THE EMPLOYEES AT
225 S. DOGWOOD, CAMPBELL RIVER, B.C.**

(STRATHCONA GARDENS RECREATION COMPLEX)

TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE	1
Section 1 - Purpose	
ARTICLE 1 - BARGAINING AGENCY	1
Section 1 - Recognition	
Section 2 - Meetings	
Section 3 - Bargaining Authority	
Section 4 - Access to Operation	
ARTICLE 2 - EMPLOYER'S RIGHTS	2
Section 1 - Management and Direction	
Section 2 - Hiring and Discipline	
Section 3 - Policies	
ARTICLE 3 - UNION SECURITY	2
Section 1 - Co-operation	
Section 2 - Union Shop	
Section 3 - Discharge of Non-members	
Section 4 - Union Membership	
Section 5 - Check-Off	
Section 6 - Social Insurance Number	
ARTICLE 4 - COMMITTEES	3
Section 1 – Shop Committee	
Section 2 – Joint Committee Meetings	
Section 3 – Occupational Health & Safety Committee	
ARTICLE 5 - HOURS OF WORK	4
Section 1 - Hours and Overtime – Eight (8) Hour Shifts, Ten (10) Hour Shifts	
Section 2 - Banking Overtime	
Section 3 - Part Time Availability	
Section 4 - In Service	
ARTICLE 6 - TECHNOLOGICAL CHANGE	7
Section 1 - Joint Committee	
Section 2 - Advance Notification	
Section 3 - Retraining	
Section 4 - Rate Adjustment	
Section 5 - Severance Pay	
ARTICLE 7 - JOBS, JOB DESCRIPTIONS AND EQUIPMENT	8
Section 1 - Jobs and Equipment	
Section 2 - Job Descriptions	

ARTICLE 8 - PAY DAYS	9
ARTICLE 9 - STATUTORY HOLIDAYS & PERSONAL FLOATING HOLIDAY	9
Section 1	
Section 2 - Statutory Holiday Shift	
Section 3 - Personal Floating Holiday	
Section 4 - Part Time Employees	
ARTICLE 10 - VACATIONS WITH PAY	10
Section 1 - Full Time Employees Prior to March 1, 1992	
Section 2 - Full Time Employees After March 1, 1992	
Section 3 - Vacation Time	
Section 4 - Leave of Absence	
Section 5 - Employment Standards Act	
ARTICLE 11 - CALL TIME	12
Section 1 - Where No Work Commences	
Section 2 - Where Work Commences	
ARTICLE 12 - HEALTH & WELFARE	13
Section 1 - Institution	
Section 2 - Insurance Coverage	
Section 3 - General Principles	
Section 4 - Part Time Employees	
Section 5 - Dental Plan	
Section 6 - Optical Coverage	
Section 7 - Employee and Family Assistance Program	
ARTICLE 13 - SENIORITY	16
Section 1 - Principle	
Section 2 - Reduction and Recall of Forces	
Section 3 - Retention During Lay-off	
Section 4 - Job Posting	
Section 5 - Probationary Period	
Section 6 - Absence Without Leave	
Section 7 - Seniority List	
Section 8 - Reinstatement	
ARTICLE 14 - EMPLOYEE TRAINING	19
ARTICLE 15 - LEAVE OF ABSENCE	19
Section 1 - Injury and Illness	
Section 2 - Parental/Pregnancy Leave	
Section 3 - Written Permission	
Section 4 - Other Leaves	
Section 5 - Bereavement Leave	
Section 6 - Jury Duty	
Section 7 - Union Business	

ARTICLE 16 - EQUIPMENT	21
ARTICLE 17 - ADJUSTMENT OF GRIEVANCES	22
Section 1 – Procedure	
Section 2 – Time Limit	
ARTICLE 18 - ARBITRATION	23
Section 1 - Sole Arbitrator	
Section 2 - Cost Sharing	
Section 3 - Place of Hearing	
ARTICLE 19 - CONTRACTING & SUBCONTRACTING	23
ARTICLE 20 - STRIKES AND LOCKOUTS	24
ARTICLE 21 - DURATION OF AGREEMENT	24
SCHEDULE 'A' – WAGES	25
LETTER OF UNDERSTANDING – SICK LEAVE BANK	27

PREAMBLE

Section 1: Purpose

The purpose of this Agreement is to secure for the Employer, the Union and the employees the full benefits of orderly and legal collective bargaining, and to ensure to the utmost extent possible the safety and physical quantity of output, and protection of property. It is recognized by this Agreement to be the duty of the Employer and the Union and the employees to co-operate fully, individually and collectively for the advancement of said conditions.

The Employer and the Union agree to abide by the terms set out in this agreement. The Parties further agree to act in accordance with the terms contained in this agreement.

ARTICLE 1 - BARGAINING AGENCY

Section 1: Recognition

- (a) The Employer recognizes the Union as the bargaining agent for the employees in a unit composed of employees in the Complex except those excluded by the Labour Code of British Columbia, employed at 225 South Dogwood Street, Campbell River, B.C.
- (b) It is agreed that when a dispute arises as to whether or not a person is an employee within the bargaining unit, it shall be subject to grievance procedure as provided in Article 18, Section 1, Step Four and in the event of failure to reach a satisfactory settlement it shall be dealt with by arbitration as set forth in Article 19, Section 1.

Section 2: Meetings

The Employer and the Union will meet at such time and place as may be mutually agreed upon for the purpose of discussing wages and working conditions and adjusting any matters within the confines of this Agreement which come within the scope of collective bargaining between employer and employee.

Section 3: Bargaining Authority

The Employer and the Union agree that the bargaining authority of the Union shall not be impaired during the term of this Collective Agreement. The Employer agrees that the only certification that they will recognize during the term of this Agreement is that of the Union, unless ordered by due process of law to recognize some other bargaining authority.

Section 4: Access to Operation

Official Union Representatives shall advise the Facility Manager, or if that is not possible, another manager, that he/she will be, or is, in the facility to meet with employees. Meetings shall be scheduled so that there is no disruption to the work of the facility. Should these meetings cause concern to the Employer, it will be discussed with the Union so that alternate arrangements may be made.

ARTICLE 2 - EMPLOYER'S RIGHTS

Section 1: Management and Direction

The management and the operation of, and the direction of the working forces is vested exclusively in the Employer; provided, however, that this will not be used for purposes of discrimination against employees.

Section 2: Hiring and Discipline

The Employer shall have the right to select its employees and to discipline or discharge them for proper cause. All letters of discipline shall be forwarded to the Shop Committee Chair.

Section 3: Policies

In the event there is a conflict between the contents of this Agreement and any policy made by the Regional District this Agreement shall take precedence over the policy.

ARTICLE 3 - UNION SECURITY

Section 1: Co-operation

The Employer will co-operate with the Union in obtaining and retaining as members the employees as defined in this Agreement, and to this end will present to new employees and to all managers and supervisors the policy herein expressed. New employees shall be entitled to a half-hour Union orientation with a Shop Committee Member upon hiring. Such meeting shall be on Employer paid time.

Section 2: Union Shop

All new employees will become members of the Union from the date of hire and maintain membership in good standing therein through the term of this Agreement, as a condition of continued employment.

Section 3: Discharge of Non-members

Any employee who fails to maintain their membership in the Union as prescribed herein by reason of refusal to pay dues and assessments shall be subject to discharge after seven (7) days written notice to the Employer of the said employee's refusal to maintain their membership.

Section 4: Union Membership

- (a) No employee shall be subject to any penalties against their application for membership or reinstatement, except as may be provided for in the Steelworkers Constitution, and in accordance with the By-Laws of Local 1-1937.
- (b) An employee who applied to join the Union and whose application is rejected by the Union on the basis of suspension from Union membership in accordance with the Union By-Laws or the USW Constitution shall be subject to discharge from employment.

Section 5: Check-Off

- (a) The Employer shall require all new employees at the time of hiring to execute an assignment of wages (Check-Off) in duplicate, the forms to be supplied by the Union, said forms to be forwarded to the Union not later than thirty (30) calendar days following the date of hiring.
- (b) The Employer shall remit the dues deducted pursuant to such assignment to the Union not less often than once each month, with a written statement of names of the employees for whom the deductions were made and the amount of each deduction.

Section 6: Social Insurance Number

The Employer shall furnish the Union with the Social Insurance Number of each employee on its payroll on the first occasion when dues are forwarded to the Union after the execution of this Agreement or after the employee enters the employment of the Complex whichever date last occurs.

ARTICLE 4 - COMMITTEES

Section 1: Shop Committee

- (a) Purpose
In order to improve the relationship between the employer and employees and to improve the lines of communication between the parties, to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity the Shop Committee shall meet regularly with the Employer.
- (b) Composition
The Shop Committee shall consist of not less than two (2) employees and not more than five (5) employees who are members of the Union and, wherever possible, they shall be selected on a representational basis.
- (c) Notification
The Union will inform the Employer in writing when any member change takes place on the Shop Committee. No member of the Shop Committee will be recognized by the Employer unless the above procedure is carried out.
- (d) Collective Agreement Amendments
The Parties agree that the Collective Agreement may not be amended during the term of the agreement except by mutual agreement of the Employer and the Union. Where the term Union is used it shall mean a representative employed directly by USW Local 1-1937.

Section 2: Joint Committee Meetings

- (a) Shop Committee Members shall be paid for their time at Joint Committee meetings. Employees attending outside of regular working hours will be paid at straight-time rate for actual time spent at Joint Committee meetings. If Joint Committee meetings result in an employee going over their forty (40) hours per week by mutual agreement, the hours over forty (40) shall be banked. Meetings shall be scheduled by mutual agreement and agenda items shall be exchanged in advance.

Section 3: Occupational Health & Safety Committee

(a) Introduction

The Regional District and the Union acknowledge their joint responsibility for developing and maintaining a safe and healthy working environment and a strong sense of safety awareness among employees and managers.

The Parties recognize the Workers' Compensation Act and all relevant regulations apply to the Strathcona Regional District and its employees.

The Parties agree to co-operate in developing and maintaining a strong sense of safety awareness among employees and managers. It is understood that every employee has the right to refuse work if he/she has reasonable cause to believe that to perform the work would create an undue hazard to the health or safety of any person. Any employee who identifies an unsafe act or condition has a responsibility to immediately take appropriate steps to minimize or eliminate the risk and report the unsafe condition to their manager who will investigate immediately.

(b) Occupational Health and Safety Committee - Composition

An Occupational Health and Safety Committee shall consist of not less than two (2) representatives from each Party. Employee representatives will be elected by a vote supervised by the Union.

(c) Duties

The general duties of the Occupational Health and Safety Committee shall be as directed by the regulations made pursuant to the Workers' Compensation Act and shall meet at least once per month.

(d) Pay for Meetings and Investigations

(i) The Employer agrees to hold safety meetings during the regular working hours. Pay for safety meetings shall be the employee's regular wage.

(ii) Investigations of accidents or incidents shall be paid in the same manner as (i) above.

(e) Investigations

In the case of a fatal or serious accident, the Occupational Health and Safety Committee in conjunction with WorkSafe BC and appropriate authorities will investigate. Critical incident debriefing will be provided for the employees.

(f) Cessation of Work

Any employee working in the immediate proximity when a fatal accident has occurred may without discrimination refrain from working the balance of the shift.

ARTICLE 5 - HOURS OF WORK

Section 1: Hours and Overtime - Eight (8) Hour Shifts, Ten (10) Hour Shifts

(a) The Hours of Work for Employees Assigned to Eight (8) Hour Shifts Shall Be:

Eight (8) hours a day and forty (40) hours per week, with rate and one-half (1-1/2X) for any hours worked over eight (8) and double (2X) straight time rates shall be paid for all hours worked in excess of eleven (11) hours per day.

(b) The Hours of Work for Employees Assigned to Ten (10) Hour Shifts Shall Be:

Ten (10) hours a day and forty (40) hours per week, with rate and one-half (1-1/2X) for any hours worked over ten (10) and double (2X) straight time rates shall be paid for all hours worked in excess of eleven (11) hours per day.

(c) Concession and Skate Shop Schedule:

The hours of work for Concession and Skate Shop employees shall be governed by the Facility Schedule but in no way will this be construed to cancel the call time provisions or eight (8) hour day, forty (40) hours per week. Ten (10) hour shifts may be scheduled by mutual agreement of the affected employees provided that any hours over forty (40) in any week shall be paid the appropriate overtime rates.

(d) Breaks:

Lunch break to be taken as close to the middle of the shift as possible as determined by the Employer, with reasonable regard to the employee's convenience, in the building:

- (i) Eight (8) to less than ten (10) continuous hours - thirty (30) minute lunch and two (2) ten (10) minute breaks, one before lunch break and one after. (An employee working ten (10) or more continuous hours shall be entitled to an additional ten (10) minute break).
- (ii) Five (5) to less than eight (8) continuous hours - thirty (30) minute lunch and one (1) ten (10) minute break.
- (iii) More than three (3) to less than five (5) continuous hours - one (1) ten (10) minute break.
- (iv) Employees working a three (3) hour shift or less, while not entitled to a break, shall be relieved upon request, where possible.

(e) Scheduling of Shifts:

The scheduling of shifts shall be mutually agreed upon between the employees and Employer. Mutual agreement by employees will be determined by majority vote of the affected employees.

However:

- (i) Full time employees not working forty (40) hours per week may have hours added on to their regularly scheduled shift, to forty (40) hours per week, with twenty-four (24) hours' notice.
- (ii) In attempting to fill the shift, part time employees, then full time employees will be canvassed in order of seniority.
- (iii) In the event the available shift is not covered, then the least senior, qualified, full time employee(s) will fill the shift.
- (iv) The following steps will be used to fill shifts with less than twenty-four (24) hours' notice, in this order:

1. A full time employee who is scheduled for less than forty (40) hours in the current week due to a lack of work is offered a shift with less than twenty-four (24) hours' notice. S/he has the right to decline the shift. If the shift is accepted, s/he will be paid at straight time.
2. An available part time employee with less than forty (40) hours in the current week is required to work at straight time. In this case, the part time employee has indicated on their Request for Work form that they are available for work. Therefore, the employee does not have the right to decline the shift.
3. Offer to full time employees with forty (40) (or more) in the current week, in seniority order. Pay at time and one-half.
4. A full time employee who is required to accept a shift with less than twenty-four (24) hours' notice will be paid at time and one-half. In this case, the employee does not have the right to decline the shift [Article 5, Section 1(e)(iii)]
5. Full time employees on Time Off Requests and part time employees who are "not available" will not be called.
6. Only a manager or their designate can approve a shift at more than straight time.

(f) Split Shifts:

- (i) Split shifts are shifts that are scheduled in more than one (1) part within the same work day.
- (ii) Split shifts must be completed within a twelve (12) hour period.
- (iii) There must be eight (8) hours between the end of a split shift on one (1) work day and the beginning of a shift on another work day.

(g) Part-time Work:

- (i) The term part time shall be used for employees who are regularly scheduled to work less than twenty (20) hours per week, excluding replacement hours. For employees hired after June 5, 2001, the term 'part time' shall be used for employees who are regularly scheduled to work less than twenty-four (24) hours per week, excluding replacement hours.
- (ii) Part-time employees will not be used to displace regular full time employees.
- (iii) Part-time employees will be paid according to what job they are doing on Wage Schedule 'A'.

(h) For Purposes of the Article the Following are Included in Hours of Work:

- (i) Hours actually worked,
 - (ii) paid leave for annual or Statutory Holidays, Bereavement Leave, Sick Leave, WCB or Weekly Indemnity, Jury Duty, including Coroner's Jury, or as a Crown Witness or Coroner's Witness, and
 - (iii) time off on leave for Union Business.
- (i) Ten (10) hour shifts may be scheduled by the Employer as required to meet the operational requirements of the facility subject to Article 5, Section 1(e).

- (j) For teaching only, three (3) hour shift can be scheduled. The application of this provision outside of the pool shall be by mutual agreement only, of the Shop Committee and the Employer.

Section 2: Banking Overtime

Full time employees may choose to bank up to forty (40) hours of overtime pay including Statutory Holiday hours. Such banked time shall be taken as time off, at a mutually agreeable time.

Section 3: Part Time Availability

- (a) Part time employees must fill out a Request for Work form once every three (3) months.
- (b) Part time employees must be available for work as agreed to during the hiring interview process and as stated in their letter of appointment.
- (c) Employees and managers shall agree to meet from time to time to revise these letters. All letters must meet the reasonable scheduling needs of the facility.
- (d) The reasonable needs of the facility may change due to programming and the time of the year. In revising the availability letters managers will take into consideration both the employees commitment to be reasonably available that meet the scheduling needs of the facility and life/family circumstances that occur from time to time.

Section 4: In Service

In-service is the term used for required training or workgroup/division meetings.

Employees will be given two (2) weeks' notice of in-services. Employees will only be scheduled for an in-service beyond their regular shift by mutual agreement. Any hours in addition to their shift are at straight time. If an in-service results in an employee going over their forty (40) hours per week by mutual agreement, the hours over forty (40) shall be banked. Banked hours shall be at straight time.

ARTICLE 6 - TECHNOLOGICAL CHANGE

Section 1: Joint Committee

It is agreed that a joint committee will be established to consider technological changes in progress and make recommendations to the Parties to assist them in ameliorating the effect of such changes. The Committee will meet with the Provincial and Federal representatives concerned with retraining of workers.

Section 2: Advance Notification

The Employer shall notify the Shop Committee and the Union not less than six (6) months in advance of intent to institute changes in working methods or facilities which would involve the discharge or laying off of employees.

Section 3: Retraining

The Employer shall co-operate with the Government of British Columbia and participate in every way possible in training or retraining of employees so affected.

Section 4: Rate Adjustment

An employee who is set back to a lower paid job because of mechanization, technological change or automation will receive the rate of their regular job at the time of the set-back for a period of three (3) months and for a further period of three (3) months they will be paid an adjusted rate which will be mid-way between the rate of the regular job at the time of the set-back and the rate of their new regular job. At the end of this six (6) month period the rate of their new regular job will apply. However, such employee will have the option of terminating their employment and accepting severance pay as outlined in Section 5 below, providing they exercise this option within the above referred to six (6) month period.

Section 5: Severance Pay

Employees discharged or laid off because of mechanization, technological change or automation shall be entitled to a severance pay of one week's pay for each year of service with the Complex. The amount calculated under such entitlement shall not exceed a maximum of thirty week's pay.

ARTICLE 7 - JOBS, JOB DESCRIPTIONS AND EQUIPMENT

Section 1: Jobs and Equipment

The following provisions shall apply to new or significantly revised jobs and/or equipment.

- (a) Advance notice of change will be provided to the Union.
- (b)
 - (i) New jobs shall be posted in accordance with Article 13, Section 4(b).
 - (ii) Significantly revised jobs shall be posted if requested by the Union.
- (c) An employee shall receive the rate of their previously held job until such time as a new rate is negotiated.
- (d)
 - (i) The applicant shall have the right to revert to their original job within thirty (30) working days providing their old job still exists.
 - (ii) the Employer shall have the right to postpone the reversion to permit the training of a replacement.
- (e) When a permanent rate is agreed upon the employee shall receive the difference between that rate and the interim rate from the date they started the new or revised job.
- (f) Rate negotiations to be guided by the following principles:
 - (i) Job analysis to be based on all factors including skill, knowledge, responsibility and job conditions.
- (g) If parties fail to achieve negotiated settlement regarding rate revisions expedited arbitration will be provided.

Section 2: Job Descriptions

- (a) Job descriptions will be prepared for each position or revised positions by the Employer. The Union and the Shop Committee will receive a copy of each description and an employee, upon request, will receive a copy of their own job description. If the Shop Committee disagrees with any portion of the job description the Union may proceed to the grievance procedure.

- (b) Competencies are outlined in the qualifications section of job descriptions for each position. Testing may be used to determine competency for posted positions. The applicant may review their own test results with the Manager and all the tests may be reviewed with a representative of the Shop Committee and Manager.

ARTICLE 8 - PAY DAYS

- (a) The Employer shall provide pay by direct deposit every second Friday with a statement of earnings and deductions.
- (b) Employees covered by this Agreement shall receive the rate of pay for the appropriate classification as set forth in Schedule 'A' which forms part of this Agreement.
- (c) Employees will keep their weekly time sheet up to date daily and at the end of the week will turn it in by 10:00 a.m. the following Monday. This deadline may change from time to time to accommodate statutory holiday payroll cut-offs, in which case employees will be advised of the changed deadline. Employees are individually responsible for submitting their own time sheet in the place designated.

ARTICLE 9 - STATUTORY HOLIDAYS & PERSONAL FLOATING HOLIDAY

Section 1:

All employees covered by this Agreement shall be paid for New Year's Day, British Columbia 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 Statutory Holiday proclaimed by the Federal or Provincial Government.

Section 2: Statutory Holiday Shift

- (a) Employees Working on a Statutory Holiday:

Employees working on a Statutory Holiday shall be paid time and one-half (1-1/2X) for all hours worked up to eleven (11) hours and double time (2X) for all hours worked over eleven (11) hours which may be paid or banked at the employees option, subject to Article 5, Section 2.

It is agreed that the New Year's Statutory Holiday starts at 10:00 p.m. December 31st.

- (b) Employees Not Working a Normally Scheduled Shift on a Statutory Holiday:

When a Statutory Holiday falls on a regularly scheduled workday, but the employee is not required to work, the employee shall receive pay for the regularly scheduled hours for the day.

- (c) Employees On A Normally Scheduled Day Off on the Statutory Holiday:

When a Statutory Holiday falls on a scheduled day off, the employee shall receive a regular day's pay.

(d) Calculation of a Regular Day's Pay:

The regular day's pay shall be calculated based on the total gross wages in the two pay periods preceding the Statutory Holiday, divided by the average number of working days in these two pay periods.

(e) Banked time must be taken before any vacation.

Section 3: Personal Floating Holiday

(a) Full time employees hired prior to June 5, 2001 with over five (5) years' service will receive one (1) personal floating holiday each year at a time mutually agreed to.

(b) Employees will receive, after three (3) years of service as a full time employee one (1) personal floating holiday each year at a time mutually agreed to.

(c) Personal floating holiday must be taken in the year earned.

(d) Pay for the personal floating holiday will be for regularly scheduled hours.

Section 4: Part Time Employees

Part time employees will be paid Statutory Holiday Pay calculated as 4.6% of gross pay on each pay.

ARTICLE 10 - VACATIONS WITH PAY

Section 1: Full Time Employees Prior to March 1, 1992

For employees who are full time on or prior to March 1, 1992, the following provisions shall apply:

Vacation must be taken before Leave of Absence (excluding Leaves of Absences approved under Article 15) will be approved.

Twenty or More Years' (240 or more months) Service

(a) Any employees with twenty or more years' service (240 or more months) shall receive six (6) weeks' vacation with regular pay to be taken as agreed between the employee and Employer.

(b) An employee with more than six years (72 months) continuous service whose employment is terminated shall receive vacation pay at a rate of one (1) weeks' pay for every one point two five (1.25) months of employment from the last calculated holiday pay.

"Regular pay" shall be based on the normal hours worked, in any twenty week period (consecutive) containing the highest number of hours worked.

This is for employees who do not regularly work a 40 hour week.

Section 2: Full Time Employees after March 1, 1992

For employees who become full time after March 1, 1992, the following provisions will apply:

(a) Employees under this section who accumulate 1600 working hours during the qualifying year shall be paid vacation pay on the basis of Article 10, Section 1 above. Hours included in the calculation shall be:

- (i) Hours actually worked
 - (ii) Time off on paid sick leave, WCB, or Weekly Indemnity
 - (iii) Time off on annual or statutory holidays or bereavement leave
 - (iv) Time off serving on Jury Duty, including Coroner's Jury, or as a Crown Witness or Coroner's Witness, and
 - (v) Time of on leave for Union Business
- (b) For employees who do not accumulate 1600 hours according to Section (a) above, vacation pay shall be calculated as of December 31, for the previous twelve (12) month period and paid out on January 31 unless employee directs that it be held until requested, but it must be paid out by June 30.

One to Four Years' (12 to 48 Months) Service

The annual vacation for employees with one to four years (12 to 48 months) of service shall be three (3) weeks with pay calculated at 6% of the gross pay for the period of entitlement.

Four to Six Years' (48 to 72 Months) Service

The annual vacation for employees with Four to Six years (48 to 72 months) service shall be four (4) weeks with pay calculated at 8% of the gross pay for the period of entitlement.

Six or More Years' (72 or more months) Service

The annual vacation for employees with six or more years' (72 or more months) service shall be five (5) weeks with pay calculated at 10% of the gross pay for the period of entitlement.

Twenty or More Years' (240 or more months) Service

Any employees with twenty or more years' service (240 or more months) shall receive an additional one (1) week vacation with regular pay to be taken as agreed between the employee and Employer.

Section 3: Vacation Time

- (a) Vacations for employees shall be taken at such time as mutually agreed upon by the employee and the Employer when quantity and regularity of production shall not be impaired. Vacation requests will be responded to by the Employer within seven (7) days of application and are subject to (b) and (c) below.
- (b) Employees are required to schedule and take not less than two (2) weeks' vacation in each calendar year.
- (c) Seniority shall be the determining factor up to March 1st of each year in scheduling vacation. After March 1st vacation scheduling shall be on a first-come first served basis.
- (d) Employees may choose to take vacation as paid time off based on regular paid hours in the previous year or be paid out.
- (e) Employees who elect to be paid out in accordance with (d) above shall provide two (2) weeks' notice prior to the pay period cutoff to allow for the Employer to process the payment.

Section 4: Leave of Absence

The following shall be considered as days actually worked for determining vacations with pay for an employee after one (1) calendar year of employment:

- (a) Absence on Workers' Compensation up to a period of one (1) year provided the employee returns to their employment.
- (b) Absence due to illness up to a period of one (1) year provided that the employee returns to their employment. The Employer shall have the right to require a certificate from a qualified medical practitioner.
- (c) Absence due to bereavement leave in accordance with the terms and conditions of Article 15, Section 5.
- (d) Absence due to time served on jury duty, including Coroner's Jury, or time served as a Crown Witness or Coroner's Witness in accordance with the terms and conditions of Article 15, Section 6.
- (e) Any other absence duly approved by the employer in writing shall be credited towards entitlement for annual vacation; but time spent on such leaves of absence shall not be counted in computing vacation pay.
- (f) Family Responsibility Leave will be approved in the amount of five (5) unpaid days per year in accordance with the provisions of the Employment Standards Act.

Section 5: Employment Standards Act

Part 7 - Annual Vacation of the *Employment Standards Act*, R.S.B.C., 1996, c. 113, and amendments thereto, except where varied or modified by the provisions herein, shall become a part of this Agreement.

ARTICLE 11 - CALL TIME

Section 1: Where No Work Commences

- (a) Any employee who is called for work and on reporting finds no work available due to reasons beyond his or her control shall be entitled to four (4) hours at the usual rate. If a shift is cancelled with less than twenty-four (24) hours' notice, the employee will be paid for the shift to a maximum of eight (8) hours.
- (b) Any employee called out on overtime shall receive not less than four (4) hours pay at the applicable overtime rate.

Section 2: Where Work Commences

- (a) In the event that an employee commences work on their shift and the operation closes prior to the completion of two (2) hours work, the employee shall receive four (4) hours pay.
- (b) In the event that an employee commences work on their shift and the operation closes prior to the completion of the shift but after the lunch break the employee shall receive eight (8) hours pay.

- (c) In the case of an extension of a regular shift overtime provisions shall apply.

ARTICLE 12 - HEALTH & WELFARE

Section 1: Institution

It is agreed that a health and welfare plan be instituted in accordance with the principles hereinafter set out.

Section 2: Insurance Coverage

- (a) Group Life Insurance will be provided for each qualified employee at two and one-half (2½) times annual salary to a maximum of \$200,000.
- (b) Accidental Death and Dismemberment Insurance will be provided for each qualified employee at two and one-half (2½) times annual salary to a maximum of \$200,000.
- (c) Sickness and Accident Coverage:
- (i) Commencing from the date of the employee's appointment to the Regional District service a full-time employee may accumulate sick leave credit at the rate of one and one-half (1-1/2) working days for each full working month of service to a maximum of eighteen (18) working days for each working year; provided however, that an employee may only accumulate sick leave credit to a maximum of one hundred (100) days.
 - (ii) Where sick leave is necessary, it shall be granted with pay up to the accumulated amount which the employee has to their credit. When the employee returns to duty, further sick leave credit accumulates in each succeeding working month in accordance with the provisions of sick leave allowances. Where the employee upon return to duty has not exhausted their accumulated sick leave credit, the further credits shall be in addition to the unexpended portion of their sick leave credit remaining after their return to duty, up to a total not exceeding one hundred (100) working days.
 - (iii) Employees who are off work for sickness or accident for more than three (3) days may be required to furnish a doctor's certificate. Should such a certificate be required, reasonable notice and time shall be extended to said employee, this shall not affect the employee's right to return to work.
 - (iv) The Employer will reimburse the employee for the cost of providing requested medical certificates upon the employee providing a receipt.
- (d) **Weekly Indemnity**
- (i) Weekly Indemnity – for absences from work as a result of a non-occupational injury or illness, the weekly indemnity benefit provides two thirds (2/3) of an employee's regular wage for a maximum of twelve (12) weeks shall be paid upon the following criteria being met:
 - 1. an employee having no accumulated sick leave, or
 - 2. the day after accumulated sick leave has been utilized,
 - 3. the Employer has been provided with a medical certificate from the employee's regular attending physician or specialist, if requested,

4. eligibility for weekly indemnity benefits begins on the first day of an accident, hospitalization or surgery and the fourth calendar day of an illness,
5. the employee must remain under the care of a physician through the period of injury or illness,
6. Statutory Holidays are counted as part of the waiting period and are paid by the employer.

(ii) If an employee has been receiving weekly indemnity benefits for an illness or injury and the employee returns to their regular full-time position and subsequently becomes unable to work due to a reoccurrence of the same illness or injury, this will be considered:

1. A continuation of the previous claim provided that:
 - a. there is medical evidence to support that the illness or injury is a reoccurrence of the previous illness, injury or chronic condition; and
 - b. the employee has returned to their regular full-time position for less than sixty (60) calendar days.
2. A new claim provided that:
 - a. there is medical evidence to support that the illness or injury is a reoccurrence of the previous illness, injury or chronic condition; and
 - b. the employee has returned to their regular full-time position for more than sixty (60) calendar days.

(iii) Employees **will** be required to provide a medical certificate stating that they are medically fit to return to work. It is agreed that reasonable notice will be given by the employee and employer to ensure that the required medical certificate is provided to accommodate the employee's right to return to work.

(iv) Any cost for medical certificates will be paid for by the Regional District and the employee will go to a doctor of the Regional District's choice.

(e) Long Term Disability Plan

(i) The Regional District shall maintain a Long Term Disability Plan for full time employees. Participation is mandatory, and the employees shall pay the premiums. The Regional District will collect these premiums by means of payroll deduction, and shall remit such premiums to the carrier. The administration of the Long Term Disability Plan shall be the sole responsibility of the carrier. The Regional District agrees to assist an employee in applying for benefits or providing information to the carrier. Details of the plan will be provided to employees by the carrier.

(ii) The Regional District shall maintain benefits as provided for in Section 2: Insurance Coverage and Section 3: General Principles, for a period of twenty-four (24) consecutive months from the time an employee has exhausted their weekly indemnity benefits and is either in the qualifying period or accepted to the LTD Plan.

(iii) The Regional District will pay the full benefit premium costs for three (3) months after an employee has exhausted their weekly indemnity benefits. Upon the completion of this three (3) month period, the benefit premium costs shall be shared on an equal basis between the employee and the Regional District for the remaining twenty-one (21) months.

Section 3: General Principles

- (a) Premium coverage including Extended Health Benefits, but excluding Long Term Disability Plan, shall be provided.
- (b) The employer to pay 100% of Medical Service Plan premiums.
- (c) Participation in the Plan shall be mandatory upon completion of the probationary period providing the spouse does not participate in a similar plan.
- (d) New employees who have not had previous coverage will become eligible for coverage from the first day of the month following the month in which the probationary period is completed.
- (e) Coverage during lay-off shall be provided as follows:
 - (i) Employees who are laid off shall assume full payment for medical coverage commencing the first day of the month following the month in which they have been laid off.
 - (ii) Laid off employees upon recall shall be reimbursed the employers share of the premium coverage cost upon completion of the first pay period or lay-off whichever comes first.
 - (iii) In respect of (ii) above employees with one (1) or more years seniority, six (6) months, employees with four (4) months seniority but less than one (1) year, three (3) months.

Section 4: Part Time Employees

- (a) For the purposes of the Health & Welfare Plans, Municipal Pension Plan and Vacations with Pay Sections of the Agreement, employees who are regularly scheduled to work less than twenty (20) hours per week and less than twenty-four (24) hours per week for employees hired after June 5, 2001 are considered part time employees, and as such, are not entitled to coverage under the aforementioned Sections.

Part time employees shall, in addition to their regular pay be paid:

- (i) 6% Holiday Pay
8% Holiday Pay after completion of 4032 hours
10% Holiday Pay after completion of 6048 hours
- (ii) 4½% Benefit Pay
- (iii) 4.6% Statutory Holiday Pay

at the end of every pay period based on their pay for the pay period.

- (b) For the purposes of the Health & Welfare Plans and Vacation with Pay section of the Agreement, employees who have returned to part-time work, (that is who are regularly scheduled to work less than twenty (20) hours per week and less than twenty-four (24) hours per week for employees hired after the January 1, 2006) from full time work at the end of every pay period based on their pay for the period.
 - (i) 6% Holiday Pay
8% Holiday Pay after completion of 4032 hours
10% Holiday Pay after completion of 6048 hours
 - (ii) 3% Benefit Pay
 - (iii) 4.6% Statutory Holiday Pay

Employees returning to part time work from full time work will continue on the Municipal Pension Plan.

- (c) Part time employees who are eligible and choose to participate in the Municipal Pension Plan will receive the 3% benefit pay referred to above.

Section 5: Dental Plan

A Dental Plan will be provided based on the following general principles:

- (a) Basic dental services - Plan pay 100% of approved schedule of fees. Premiums paid by Employer.
- (b) Major Services- Plan pays 60% of approved schedule of fees. Premiums paid by Employer.
- (c) Orthodontic - for dependent children to age 19. Plan pays 60% - effective the first of the month following the date of signing \$5000 lifetime maximum. The Employer pays 100% of the premium.
- (d) The principles set out in Section 3(b), (c) and (d) shall apply to the dental plan.

Section 6: Optical Coverage

- (a) Extended Health Benefits shall include an eyeglass option. The maximum reimbursement for eyeglasses is \$500.00. Employer to pay 100% of the premium.
- (b) Eye examinations not covered by the Medical Services Plan will be reimbursed at 100% to a maximum of \$125.00 effective the first of the month following the date of signing once every 24 months.

Section 7: Employee and Family Assistance Program

The Employer recognizes that the personal well-being of the employees and their families is necessary for the effective operation of the Facility. To this end, the Employer shall provide at the company's expense, an Employee and Family Assistance Program and contract with a professional assessment and resource service so that employees and their families may access resources in a manner entirely confidential from the Employer.

ARTICLE 13 - SENIORITY

Section 1: Principle

- (c) The Employer recognizes the principle of seniority, competency considered. In the application of seniority, it shall be determined by complex seniority.
- (d) Employees outside the bargaining unit will not perform work usually performed by members of the bargaining unit.

This provision is not intended to prevent employees outside the bargaining unit from giving practical instructions to employees within the bargaining unit or from performing work in emergency circumstances.

Section 2: Reduction and Recall of Forces

- (a) (i) In the event of a reduction of forces, the last person hired shall be the first released subject to the competency of the person involved and the provisions of Section 1. Where a reduction of forces is caused by emergency conditions the application of Complex Seniority may be postponed for such period as may be necessary but not exceeding five (5) working days. If the Employer decides to exercise its right under this provision it shall notify the Shop Committee as soon as possible.
- (a) (ii) When recalling forces after a period of lay-off following a reduction of forces, an employee shall be recalled in order of their Complex Seniority subject to the provisions of Section 1.
- (b) During a reduction of forces where an employee's seniority is such that they will not be able to keep their regular job they may elect to apply their seniority to obtain a job paying a higher rate if they have previously held the job in the operation on a regular basis.
- (c) During a reduction of forces, where an employee's seniority is such that they will not be able to keep their regular job, they may elect whether or not to apply their seniority to obtain:
 - (i) a lower paid job for which they are qualified,
 - (ii) a job paying the same rate of pay for which they are qualified,
 - (iii) a job paying a higher rate of pay, if qualified to perform the duties, and provided that an employee may not bump an employee in a supervisory position, or
 - (iv) accept the lay-off until their regular job becomes available, provided however that:
 - 1. If during the lay-off period the employee wishes to return to work, and so notified the Employer, they shall be called back to work as soon as their seniority entitles them to a job.
 - 2. The application of this provision shall not result in employees, in the exercise of their rights, bumping an employee with less seniority.
- (d) Details of the application of this Section shall be worked out by the Union and the Employer.
- (e) The Shop Committee and the Employer will examine the circumstances of a layoff to determine if its length can be reduced.

Section 3: Retention During Lay-off

It is agreed between the Parties that seniority during layoffs shall be retained on the following basis:

- (a) Employees with less than one (1) years' service shall retain their seniority for a period of six (6) months.
- (b) Employees with one (1) or more years' service, an additional twelve (12) months.

Section 4: Job Posting

- (a) Vacancies shall be posted in advance for a period of not less than seven (7) calendar days.

- (b) This Section shall not apply to temporary replacements of three weeks or less necessitated by illness, injury or other leave of absence, or to temporary replacements of longer duration for employees on vacation, but in filling these vacancies senior employees will be given preference in accordance with Article 13, Section 1.
- (c) When accepting a new position, an employee will serve a six (6) week trial term. Should the Regional District not be satisfied with the employee's performance, or the employee decides they do not wish to continue in the new position; the employee will revert to their former position.
- (d) Temporary Vacancies
 - (i) The vacancy shall be posted within seven (7) days of notification of leave of absence.
 - (ii) Where an employee fills a temporary full time vacancy for a period of six (6) months the employee shall be entitled to benefits in accordance with Article 12.
 - (iii) Benefit entitlement shall continue during the period of the temporary vacancy.
 - (iv) In the event the temporary vacancy is no longer available:
 - 1. The employee filling the vacancy shall revert to their regular posted position.
 - 2. Where there is an additional temporary vacancy of the same job title being held by a junior employee, the senior employee may displace the junior employee performing the temporary position.
 - 3. When the employee returns to their part time position their entitlement to benefits will end.

Section 5: Probationary Period

- (a) Notwithstanding anything to the contrary contained in this Agreement, it shall be mutually agreed that all employees are hired on probation, the probationary period to continue for seventy-five (75) calendar days, during which time they are to be considered temporary workers only, and during this same period no seniority rights shall be recognized. Upon completion of seventy-five (75) calendar days, they shall be regarded as regular employees, and shall then be entitled to seniority dating from the date on which they entered the Complex's employ, provided however, that this probationary period of seventy-five (75) calendar days shall only be cumulative within three (3) calendar months following the date of entering employment.
- (b) Probation may be extended by mutual agreement of the Employer and the Union for valid reasons.
- (c) Probationary employees will be called in for work in accordance with their hiring date.

Section 6: Absence Without Leave

Any employee who is absent without leave for a period of more than three (3) consecutive working days shall forfeit all seniority rights. This shall not interfere with the Employer's right to discharge for proper cause.

Section 7: Seniority List

It is agreed that a seniority list will be supplied to the Union by the Employer once during each calendar year, setting out the name and starting day of all employees as well as hours worked by part time employees hired after June 5, 2001. The Employer will advise the Union each month of changes to the said list.

Section 8: Reinstatement

Where an employee has accepted a management position in the complex and at a later date chooses to return to the bargaining unit, it is hereby agreed that reinstatement can be made within the bargaining unit subject to the following:

- (a) Any employee who takes a management position shall not accrue seniority while in the management position. (The employee's seniority shall be their original date of hire less the time in the management position)
- (b) The employee must return to the job held at the time they left the bargaining unit if there is a vacancy.

ARTICLE 14 - EMPLOYEE TRAINING

- (a) When practical, an employee may request an opportunity to receive "on the job" training. Such training, when agreed to by the Employer, shall be done on the employee's own time, without compensation. The Employer will approve such training as long as it is related to an employee's current position or career, is operationally feasible and will provide a benefit to the facility.
- (b) Wages will be paid for time lost taking a course necessary to maintain job qualifications.
- (c) Employees whose awards have to be recertified shall be fully reimbursed by the Employer for recertification.
- (d) When full time employees are requested to receive training and/or courses they will receive straight time pay to a maximum of eight (8) hours per day or equal paid time off at a time mutually agreeable to both parties. Employees are not eligible for overtime rates. When full time employees are requested to receive training during normal working hours, they will receive their normal pay for the day.
- (e) Emergency Procedure Training – all employees will be trained in emergency procedures at least once per year. New employees will be trained before they assume their job duties. The completion of training will be signed off by a Safety Committee representative.
- (f) In-Service Training will be in accordance with Article 5, Section 4 and all training will be completed within a twelve (12) hour period inclusive of hour worked.

ARTICLE 15 - LEAVE OF ABSENCE

Vacation must be taken before Leave of Absence (excluded Leaves of Absences approved under Article 15) will be approved.

Section 1: Injury or Illness

The Employer will grant leave of absence to employees suffering injury or illness for the term of this Agreement, subject to a medical certificate if requested by the employer. The employee shall have a reasonable period of time to present such medical certificate. In the event a medical certificate is required by the Employer all expenses related to the procurement of the medical certificate shall be reimbursed by the Employer upon supplying of receipt. The employee shall report or cause to have reported the injury or illness which requires their absence to the Employer as soon as may be reasonably possible.

Section 2: Parental/Pregnancy Leave

Employment Standards Act - New Parental and Pregnancy Leave Provisions which came into effect December 31, 2000 shall become a part of this Agreement.

Section 3: Written Permission

Any employee desiring leave of absence must obtain permission in writing from the Employer for such leave, except in cases of illness or injury covered by Section 1 above.

Section 4: Other Leaves

The Employer will grant leave of absence up to a maximum of six (6) months without pay to employees for compassionate reasons or for education or training, conditional on the following terms:

- (a) That the employee apply at least one month in advance unless the grounds for such application could not reasonably be foreseen.
- (b) That the employee shall disclose the grounds for application.
- (c) That the Employer shall grant such leave where a bona fide reason is advanced by the applicant, or may postpone leave for thirty (30) days where a suitable replacement is not available.
- (d) That the Employer shall be required to consult with the Shop Committee in respect of any application for Leave under this Section.

Section 5: Bereavement Leave

- (a) When death occurs to a member of a regular full time employee's immediate family, the employee will be granted an appropriate leave of absence for which they shall be compensated at their regular straight time hourly rate of pay for their regular work schedule for a maximum of five (5) days.
- (b) Members of the employee's immediate family are defined as the employee's spouse, mother, father, brothers, sisters, sons, daughters, mother-in-law, father-in-law, sons-in-law, daughters-in-law, grandparents and grandchildren.
- (c) Compensable hours under the terms of this Section will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.
- (d) Part Time employees will receive paid bereavement leave for scheduled shifts occurring on the five consecutive days following the death of relative in accordance with Article 15 Section.(b) and (c) above.

Section 6: Jury Duty

- (a) Any regular full time employee who is required to perform jury duty, including Coroner's jury duty or who is required to appear as a Crown Witness or Coroner's Witness on a day on which they would normally have worked will be reimbursed by the Employer for the difference between the pay received for said jury or witness duty and their regular straight time hourly rate of pay for their regularly scheduled hours of work. It is understood that such reimbursement shall not be for hours in excess of eight (8) per day and forty (40) per week, less pay received for the said jury or witness duty. The employee will be required to furnish proof of jury or witness duty pay received.
- (b) Hours paid for under the provisions of this Section will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays but will not be counted as hours worked for the purpose of computing overtime.

Section 7: Union Business

- (a) The Employer will grant leave of absence to employees who are appointed or elected to Union Office. Further leave of absence may be granted by mutual consent. The employee who obtains this leave of absence shall return to their employer within thirty (30) calendar days after completion of their term of employment with the Union.
- (b) The Employer will grant leave of absence to employees who are elected as representatives to attend Union meetings and Union conventions as members of Steelworkers in order that they may carry out their duties on behalf of the Union.
- (c) In order for the employer to replace the employee with a competent substitute, it is agreed that before the employee receives this leave of absence, as set forth in clause (a) and (b) above, the employer will be given due notice in writing; and in the case of (b), five (5) calendar days. Only one employee at a time may obtain leave under the above section.
- (d) Employees on pre-approved leave for negotiations will be paid by the Regional District for their scheduled shift and the Union invoiced to reimburse wages to the Regional District.
- (e) Hours approved for leave for negotiations will be considered as hours worked.

ARTICLE 16 - EQUIPMENT

- (a) The Employer shall supply free of charge to employees all safety equipment required to be worn under Workers' Compensation Board Regulations, or the Joint Safety Committee.
- (b) The following clothing/footwear allowances shall be paid to affected employees on an annual basis in September of each year once the employee has worked a minimum of six (6) months.
 - (i) The Employer shall pay a \$150.00 bathing suit allowance annually to each aquatic or fitness employee.
 - (ii) Skate Shop Staff will receive \$100 per year for a blade allowance for their skates.
 - (iii) Employer shall pay \$150.00 shoe allowance annually to each operations employee and \$75.00 shoe allowance to each concession employee.

- (iv) Employees that are eligible for more than one allowance will receive not more than \$200.00 maximum per year in total.
- (v) The Employer shall supply footwear required for aquatic fitness employees, as needed, at no cost to the employees.
- (c) The Employer shall provide radios for maintenance workers.
- (d) It is understood that as part of this agreement, Employer and employees will cooperate fully to ensure that employees in receipt of the shoe allowance, as mentioned above, will wear the appropriate footwear while at work.
- (e) In the event a new job is created, the parties will meet to negotiate the appropriate allowance.

ARTICLE 17 - ADJUSTMENT OF GRIEVANCES

Section 1: Procedure

The Employer and the Union mutually agree that, when a grievance arises in the complex which comes under the terms of this Agreement, it shall be taken up in the manner set out below:

Step One

The individual employee involved shall first take up the matter with the manager directly in charge of the work within fourteen (14) days of knowledge of the said grievance. The employee shall identify the matter as being Step One of the grievance procedure. The employee and the manager shall make an earnest effort to resolve the matter promptly. The manager shall provide a written response within seven (7) calendar days of such meeting.

Step Two

If the question is not satisfactorily settled in Step One, the same individual with a Shop Committee member (Shop Steward) shall take up the problem with the manager directly in charge. The grievance shall be submitted in writing to the manager directly in charge within seven calendar days of the Step 1 response. The Shop Steward will ensure that the Employer is aware of the facts upon which the employee relies, the nature of the grievance including the specific Articles of the Collective Agreement alleged to have been violated and a clear statement of the requested remedy. The manager shall provide a written response and if the matter is not resolved within fourteen (14) calendar days of the completion of the previous step (Step One), the matter will be moved to Step Three of the grievance procedure.

Step Three

- Within seven (7) calendar days, if a satisfactory settlement is not reached, the Shop Steward shall, in writing, advance the grievance to the Facility Manager,
- Within a further seven (7) calendar days, a meeting of the parties involved will be held to discuss the facts and the issues.
- Within a further seven (7) calendar days, the Facility Manager will give a written decision on the grievance.

Step Four

- Within seven (7) calendar days, if the problem is not satisfactorily resolved, the matter shall be referred to the Union and the Chief Administrative Officer.
- A meeting will be held within as soon as reasonably possible to discuss the facts and issues.
- Within a further fourteen (14) calendar days of the meeting, the Chief Administrative Officer will give a written decision.

Step Five

If a satisfactory settlement is not then reached, it shall be advanced to arbitration as set forth in Article 19 within fourteen (14) days of the completion of Step Four.

Section 2: Time Limit

Where the Union or the Employer is not or has not been able to observe this time limit, either party may request an extension of the timelines. The request will not be unreasonably denied.

ARTICLE 18 - ARBITRATION

Section 1: Sole Arbitrator

- (a) In case of any dispute arising regarding the interpretation of this Agreement, the application of Article 1, Section 1 or a dispute which the Parties are unable to settle between themselves as set out in Article 18, either Party may notify the other Party in writing, by registered mail, of the question or questions to be arbitrated.
- (b) After receiving such notice and statement the other Party shall, within three days, acknowledge receipt of the question or questions to be arbitrated.
- (c) The Parties will jointly seek an arbitrator to be agreed upon mutually. Alternately, the arbitrator shall be appointed by the Minister of Labour.
- (d) All decisions will be final and binding upon the parties. This shall not preclude either party from appealing the decision of the arbitrator.

Section 2: Cost Sharing

The Parties shall bear in equal proportion the expenses and allowances of the Arbitrator.

Section 3: Place of Hearing

Any arbitration to be held hereunder shall be held at such place as may be decided by the Parties.

ARTICLE 19 - CONTRACTING AND SUBCONTRACTING

The introduction of a contractor or subcontractor into the complex operation will not result in the loss of hours currently and historically performed by regular employees within the bargaining unit.

ARTICLE 20 - STRIKES AND LOCKOUTS

- (a) There shall be no strikes or lockouts by the Parties to this Agreement with respect to any matter arising out of the Agreement for which arbitration is provided under the terms of the Agreement.
- (b) The Parties to this Agreement expressly agree that there will be no activity within the meaning of (a) above threatened, declared, authorized, counselled, aided or brought about on its part.
- (c) In the event of a strike during the term of this Agreement the Union will instruct its members and officers who may be involved to cease such activity and comply with the terms of this Agreement.

ARTICLE 21- DURATION OF AGREEMENT

- (a) This Agreement shall be binding and remain in full force and effect from **January 1, 2016 to December 31, 2020** and shall continue during bona fide collective bargaining.
- (b) This agreement may be opened for collective bargaining by either Party giving sixty (60) days written notice to the other Party prior to the expiry of this agreement.
- (c) The Parties agree that the operation of Sections 50(2) and 50(3) of the *Labour Relations Code* of British Columbia, R.S.B.C. 1996, c. 224 is excluded from the Agreement.

On behalf of
USW LOCAL 1-1937



On behalf of
STRATHCONA REGIONAL DISTRICT


Chair

JOHN MacDONALD
CHAIR, Regional Board


Corporate Officer

THOMAS YATES
Corporate Officer

DATED AT CAMPBELL RIVER, B.C., this 13th day of APRIL, 2016.

SCHEDULE 'A' WAGES

		01-Jan-16	01-Jan-17	01-Jan-18	01-Jan-19	01-Jan-20
		+	+	+	+	+
		2%	2%	2%	2%	2%
Facility Operations Supervisor		\$29.23	\$29.81	\$30.41	\$31.02	\$31.64
Facility Maintenance Worker I	1	\$25.65	\$26.17	\$26.68	\$27.21	\$27.75
Facility Maintenance Worker II	1&2	\$26.70	\$27.23	\$27.75	\$28.28	\$28.83
Preventative Maintenance Technician		\$27.71	\$28.26	\$28.83	\$29.41	\$30.00
Building Service Worker		\$21.79	\$22.33	\$22.67	\$23.12	\$23.58
Administration Supervisor		\$26.60	\$26.11	\$26.63	\$27.16	\$27.70
Lifeguard/Instructor I	2	\$20.83	\$21.25	\$21.68	\$22.11	\$22.55
Lifeguard/Instructor II	3	\$21.93	\$22.37	\$22.82	\$23.28	\$23.75
Lifeguard/Instructor III	3	\$23.03	\$23.47	\$23.94	\$24.42	\$24.91
Aquatic Shift Supervisor	2	\$24.06	\$24.50	\$25.03	\$25.53	\$26.04
Aquatic Coordinator	3	\$25.82	\$26.35	\$26.88	\$27.42	\$27.97
Rehabilitation & Fitness Coordinator	3	\$28.08	\$28.64	\$29.21	\$29.79	\$30.39
Rehabilitation Specialist	3	\$25.78	\$26.30	\$26.83	\$27.37	\$27.92
Fitness Assistant	3	\$23.01	\$23.57	\$23.94	\$24.42	\$24.91
Customer Service Rep. I		\$20.98	\$20.98	\$21.40	\$21.83	\$22.27
Customer Service Rep. II		\$21.79	\$22.23	\$22.67	\$23.12	\$23.58
Administrative Support Assistant		\$23.30	\$23.77	\$24.25	\$24.74	\$25.23
Program Support Technician		\$24.53	\$25.02	\$25.52	\$26.03	\$26.55
Concession Worker		\$17.15	\$17.49	\$17.84	\$18.20	\$18.56
Concession Shift Supervisor		\$19.21	\$19.59	\$19.98	\$20.38	\$20.79
Concession Supervisor		\$21.44	\$21.87	\$22.31	\$22.76	\$23.22
Arena & Sports Coordinator		\$25.83	\$26.35	\$26.88	\$27.42	\$27.97
Skate Shop Shift Supervisor		\$19.21	\$19.59	\$19.98	\$20.38	\$20.79
Skate Patrol I		\$14.67	\$14.96	\$15.26	\$15.57	\$15.88
Skate Patrol II	1	\$17.15	\$17.49	\$17.84	\$18.20	\$18.56

REFER TO NEW SCHEDULE 'A' WAGES EFFECTIVE MAY 6, 2018 PER LETTER OF UNDERSTANDING ON PAGE 36

NOTES:

1. For new employees 500 hours or Nine (9) months employment required to move from category I to category II.
2. Facility Maintenance Workers I & II will receive a \$0.50 per hour premium in addition to their regular rate upon possessing a B.C. Refrigeration Operators Certificate.
3. Lifeguard Instructors must work 500 hours as a lifeguard Instructor I to advance to a Lifeguard Instructor II. Lifeguard Instructors II must work 500 hours as a Lifeguard Instructor II to advance to Lifeguard Instructor III and must maintain a current Lifesaving Instructors Certificate.
4. Fitness Instructor with Fitness Instructor Certification (BCRPA Level 1) or an Employer approved equivalent will receive \$0.65 per hour for all hours worked during any one day which included instructing a fitness class.

5. Employees working the designated hours for graveyard shift will receive an additional \$0.85 per hour for all hours on the shift. Graveyard shift is from 11:00 p.m. to 8:00 a.m. Employees starting their shift between 6:00 a.m. and 8:00 a.m. will only be paid the premium for hours before 8:00 a.m.
6. Employees working hours between 6:00 p.m. to 11:00 p.m. will receive an additional \$0.35 per hour for those hours.
7. A premium of \$1.00 per hour to be paid to employees scheduled on a triple split shift.
8. In the absence of the Arena and Sports Coordinator the Skate Shop Shift Supervisor rate will apply to the most senior trained Skate Shop Shift Supervisor. Full-time employees will supersede Part-time employees.

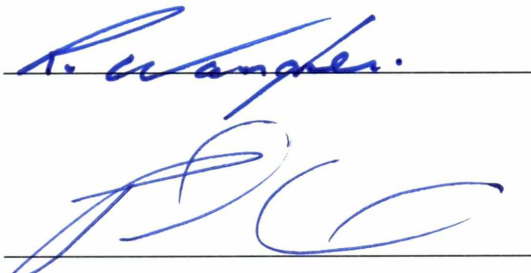
**LETTER OF UNDERSTANDING
BETWEEN
USW LOCAL 1-1937
AND
STRATHCONA REGIONAL DISTRICT
(STRATHCONA GARDENS)**

RE: SICK LEAVE BANK

Effective the first of the month following the date of signing, all employees shall be credited, on a onetime basis, with sufficient leave to ensure a five-day sick leave bank.

On behalf of
USW LOCAL 1-1937

On behalf of
STRATHCONA REGIONAL DISTRICT




_____ JOHN MacDONALD
Chair CHAIR, Regional Board


_____ THOMAS YATES
Corporate Officer Corporate Officer

DATED AT CAMPBELL RIVER, B.C., this 13th day of APRIL, 2016.



File: 2320/SRD-18-025
Via regular mail

June 22, 2018

United Steelworkers
Local 1-1937
#6-311 Hemlock Street
P.O. Box 214
Port McNeill, BC
V0N 2R0

Attention: Shelley Siemens
Business Agent

Dear Ms. Siemens:

RE: LETTER OF UNDERSTANDING

Please find enclosed the above noted agreement duly executed by the authorized signatories for the Strathcona Regional District.

We trust the enclosed to be in order and should you have any questions or concerns, please do not hesitate to contact the writer.

Sincerely,

A handwritten signature in black ink, appearing to read "Thomas Yates", written in a cursive style.

T. Yates
Corporate Services Manager
/ss

Enclosure

CORPORATE AND LEGISLATIVE SERVICES

#301 – 990 Cedar Street, Campbell River, BC V9W 7Z8
Tel: 250-830-6700 Fax: 250-830-6710
Toll free: 1-877-830-2990 www.strathconard.ca



LETTER OF UNDERSTANDING

BETWEEN

USW LOCAL 1-1937

AND

STRATHCONA REGIONAL DISTRICT

Re: Agreement to staffing changes

In the matter of staffing changes, the Union, USW Local 1-1937 representing the employees at Strathcona Gardens recreation complex and the Strathcona Gardens recreation complex Management team have agreed to the following changes effective May 6, 2018:

NEW POSITIONS	NOTES
AQUATICS	
Program Assistant – Aquatics	Two positions will be created through the attrition of two full-time Lifeguard/Instructor positions with the corresponding wage increase.
ARENAS AND OTHER PROGRAMS	
Program Assistant – Arenas and Other Programs	At the date of this agreement, the full-time Skate Patrol employee with the most seniority will be appointed to this position with the corresponding wage increase.
Concession Support Assistant	One position will be created with the attrition of one full-time Concession Worker position. Wage rate increases to a shift supervisor rate.
Program Coordinator – Arenas and Other Programs	At the date of this agreement, the full-time Arena and Sports Coordinator will be appointed to this position. There is no change to the wage.
FITNESS	
Instructor/Personal Trainer I	
Instructor/Personal Trainer II	
Instructor/Personal Trainer III	At the date of this agreement, the current part-time Fitness Assistants will be appointed to this position. There is no change to the wage.
Program Assistant - Fitness	At the date of this agreement, the current full-time Fitness Assistant will be appointed to this position with the corresponding wage increase.
Rehabilitation Specialist I	At the date of this agreement, the current Rehabilitation Specialists will be appointed to this position unless they meet the qualifications for the Rehabilitation Specialist II position. Employees moving to the position of Rehabilitation Specialist I will be expected to complete professional development with the support of management to meet the minimum qualifications of the position. There is no change to the wage.
Rehabilitation Specialist II	At the date of this agreement, the Rehabilitation Specialists will be appointed to this position with the corresponding wage increase if they meet the minimum qualifications of the position.
OPERATIONS	
Operations Lead Hand	The full-time Preventative Maintenance Technician was appointed to this position in March 2017. There is no change to the wage.

UPDATED WAGE RATE	NOTES
ADMINISTRATION	
Administration Supervisor	Wage increased to be equal to Aquatic Coordinator and Program Coordinator – Arena and Other Programs.

JF.
May 21/2018

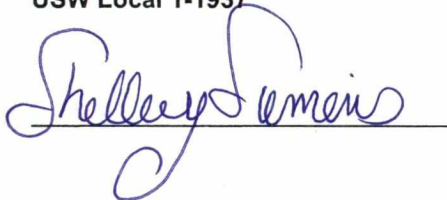
UPDATED JOB DESCRIPTIONS	NOTES
ARENA AND OTHER PROGRAMS	
Concession Supervisor	Increased education and certification requirements. There is no change to the wage.

ELIMINATED POSITIONS	NOTES
ARENA AND OTHER PROGRAMS	
Arena & Sports Coordinator	Replaced with Program Coordinator – Arenas and Other Programs.
Skate Shop Shift Supervisor	Will not be required with new position of Program Assistant – Arena and Other Programs.
Concession Shift Supervisor	Will not be required with new position of Concession Support Assistant.
FITNESS	
Fitness Assistant – full-time	Replaced with Program Assistant – Fitness.
Fitness Assistant - part-time	Replaced with Instructor/Personal Trainer III.
Rehabilitation Specialist	Replaced with Rehabilitation Specialist I and II.
OPERATIONS	
Preventative Maintenance Technician	Replaced with Operations Lead Hand.

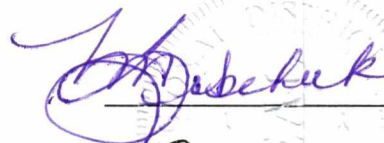
The Employer will support all incumbents affected by this letter of understanding to meet the minimum qualifications in the entry level job category.

- A) This agreement shall be binding and remain in full force and effect from May 6, 2018 to December 31, 2020 and shall continue during bona fide collective bargaining.
- B) This agreement may be opened for collective bargaining by either Party giving sixty (60) days written notice to the other Party prior to the expiry of this agreement.

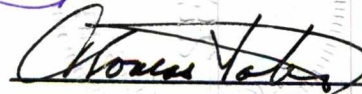
On behalf of
USW Local 1-1937



On behalf of
Strathcona Regional District



MICHELE BABCHUK
CHAIR, Regional District




THOMAS YATES
Corporate Officer

Dated at Campbell River, B.C., this 1st day of May, 2018

SCHEDULE 'A' WAGES (Updated with Letter of Understanding)

		06-May-18	01-Jan-19	01-Jan-20
	Notes	LOU	+ 2%	+ 2%
ADMINISTRATION				
Customer Service Rep. I	1	\$21.40	\$21.83	\$22.27
Customer Service Rep. II	1	\$22.67	\$23.12	\$23.58
Administrative Support Assistant		\$24.25	\$24.74	\$25.23
Program Support Technician		\$25.52	\$26.03	\$26.55
Administration Supervisor (new rates)		\$26.88	\$27.42	\$27.97
AQUATICS				
Lifeguard/Instructor I	3	\$21.68	\$22.11	\$22.55
Lifeguard/Instructor II	3	\$22.82	\$23.28	\$23.75
Lifeguard/Instructor III	3	\$23.94	\$24.42	\$24.91
Program Assistant – Aquatics		\$25.03	\$25.53	\$26.04
Aquatic Shift Supervisor (as required)		\$25.03	\$25.53	\$26.04
Aquatic Coordinator		\$26.88	\$27.42	\$27.97
ARENA AND OTHER PROGRAMS				
Skate Patrol I	1	\$15.26	\$15.57	\$15.88
Skate Patrol II	1	\$17.84	\$18.20	\$18.56
Concession Worker		\$17.84	\$18.20	\$18.56
Program Assistant – Arenas and Other Programs		\$22.30	\$22.75	\$23.21
Concession Support Assistant		\$19.98	\$20.38	\$20.79
Concession Supervisor		\$22.31	\$22.76	\$23.22
Program Coordinator – Arenas and Other Programs		\$26.88	\$27.42	\$27.97
FITNESS				
Instructor/Personal Trainer I	4	\$21.68	\$22.11	\$22.55
Instructor/Personal Trainer II	4	\$22.82	\$23.28	\$23.75
Instructor/Personal Trainer III	4	\$23.94	\$24.42	\$24.91
Program Assistant - Fitness		\$25.03	\$25.53	\$26.04
Rehabilitation Specialist I		\$26.83	\$27.37	\$27.92
Rehabilitation Specialist II		\$27.63	\$28.18	\$28.74
Rehabilitation and Fitness Coordinator		\$29.21	\$29.79	\$30.39
OPERATIONS				
Building Service Worker		\$22.67	\$23.12	\$23.58
Facility Maintenance Worker I	1&2	\$26.68	\$27.21	\$27.75
Facility Maintenance Worker II	1&2	\$27.23	\$27.77	\$28.33
Operations Lead Hand		\$29.08	\$29.66	\$30.25
Facility Operations Supervisor		\$30.41	\$31.02	\$31.64


 May 01/2018

SCHEDULE 'A' WAGES (Updated with Letter of Understanding)

NOTES:

1. For new employees 500 hours or nine (9) months employment required to move from category I to category II.
2. Facility Maintenance Workers I & II will receive a \$0.50 per hour premium in addition to their regular rate upon possessing a B.C. Refrigeration Operators Certificate.
3. Lifeguard/Instructors must work 500 hours as a Lifeguard/Instructor I to advance to a Lifeguard/Instructor II. Lifeguard/Instructors II must work 500 hours as a Lifeguard/Instructor II to advance to Lifeguard/Instructor III and must maintain a current Lifesaving Instructors Certificate.
4. Instructor/Personal Trainer I, II or III with Fitness Instructor Certification (BCRPA Level 1) or an Employer approved equivalent will receive \$0.65 per hour for all hours worked during any one day which included instructing a fitness class.
5. Employees working the designated hours for graveyard shift will receive an additional \$0.85 per hour for all hours on the shift. Graveyard shift is from 11:00 p.m. to 8:00 a.m. Employees starting their shift between 6:00 a.m. and 8:00 a.m. will only be paid the premium for hours before 8:00 a.m.
6. Employees working hours between 6:00 p.m. to 11:00 p.m. will receive an additional \$0.35 per hour for those hours.
7. A premium of \$1.00 per hour to be paid to employees scheduled on a triple split shift.

SP
May 21 2018