

COLLECTIVE AGREEMENT

Between

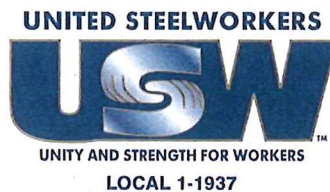


Cowichan Valley Regional District

For USW Members at:

Solid Waste Management / Utilities
and
Cowichan Lake Recreation

And



United Steelworkers Local 1-1937

January 1, 2020 – December 31, 2023

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DEFINITIONS

Casual Employee

An employee hired to occupy a position in Appendix 1 attached hereto, who works irregular hours on an as-needed basis.

Employee

Any person defined as such by the *Labour Relations Code* who is employed in one of the categories listed save and except those persons excluded from the bargaining unit by mutual agreement of the parties.

Grievance

A grievance shall be defined as any difference between the Employer and the Union or any persons bound by this Agreement arising out of the interpretation, application, administration or alleged violation of the Agreement.

Probationary Employee

An employee who has not successfully completed the requirements of the probationary period. Probationary employees shall be entitled to the benefits and conditions of this agreement only where such are explicitly provided.

Regular Full-Time Employee

An employee occupying a position listed in Appendix #1 attached hereto, who has successfully completed the requirements of the probationary period and who works a regular (full-time) work schedule.

Regular Part-Time Employee

An employee occupying a position listed in Appendix #1 attached hereto, who has successfully completed the requirements of the probationary period and who works less than full-time, but not less than ½ normal full-time hours on an ongoing basis.

Student Employee

A temporary employee currently enrolled in or intending at the end of the term of employment to enroll or re-enroll in a post-secondary institution. This will also include any temporary employee who will not be returning to post-secondary studies but who must, in order to complete the graduation requirements, complete a final work experience term. All students within the certification shall pay Union dues.

Temporary Position

A position created to fill a specific work requirement, which is anticipated to be of a limited duration. Such a position may be filled by either a casual employee or a regular full-time or regular part-time employee, dependent on the requirements of the position.

This Agreement entered into this 1st day of January, 2020, and effective January 1, 2020.

Between:

Cowichan Valley Regional District
(herein after known as the "Employer")

And:

USW, Local 1-1937
(herein after known as the "Union")

PREAMBLE

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 welfare of the employees, economy of operation, quality and 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 cooperate 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 Union further agrees that it will at all times instruct its members to act in accordance with the terms contained in this Agreement. The Employer agrees, in the exercise of the functions of Management that the provisions of this Agreement will be carried out.

1. BARGAINING AGENCY

1.1 Recognition

- (a) The Employer recognizes the Union as the bargaining agent for the employees in a unit composed of all outside employees engaged in solid waste management operations, and the underground utilities and services and trades, and employees at Lake Cowichan Recreation.
- (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 18.3, Step Four. In the event of failure to reach a satisfactory settlement, it shall be dealt with by arbitration as set forth in Article 20.
- (c) The Union agrees to issue a Withdrawal Card to employees transferred from the bargaining unit to a job outside the bargaining unit providing that no dispute arises within the meaning of Clause 1.1(b) above.

1.2 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.

1.3 Bargaining Authority

The Employer agrees 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.

1.4 Access to Operation

Official Union Representatives shall obtain access to the Employer's operation for the purpose of this Agreement by written permission which will be granted by the Employer on request and subject to such reasonable terms and conditions as may be laid down by the Employer.

2. EMPLOYER'S RIGHTS

2.1 Management and Direction

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

2.2 Hiring and Discipline

The Employer shall have the right to select its employees and to discipline them for proper cause.

3. UNION SECURITY

3.1 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 supervisors and foremen the policy herein expressed.

3.2 Union Shop

All employees who are employed as outlined in the Certification, dated the 8th day of February, 1980, and all new employees who are to be employed as outlined in the Certification for outside employees dated the 8th day of February, 1980, shall within thirty (30) calendar days after entering employment, become members of the Union and maintain membership therein throughout the term of this Agreement, as a condition of continued employment.

3.3 Maintenance of Membership

Any employee who is a member in good standing, or is reinstated as a member of the Union shall as a condition of continued employment maintain such membership in good standing throughout the term of this Agreement.

3.4 Discharge of Non-Members

Any employee who fails to maintain his/her 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, by the Union, of the said employee's refusal to maintain his/her membership.

3.5 Union Membership

- (a) No employee shall be subject to any penalties against his/her application for membership or reinstatement, except as may be provided for in the USW Constitution, and in accordance with the By-laws of the Local Union.
- (b) Any employee who applies to join the Union pursuant to the provision herein and whose application is rejected by the Union, shall not be subject to discharge from employment.

3.6 Check-off

The Employer shall require all new employees at the time of hiring to execute a form authorizing the deduction of Union dues and other fees, and the assignment of these dues and other fees to the Union. The forms will be supplied by the Union. The completed forms will be forwarded to the Union not later than fifteen (15) calendar days following the date of hiring.

This assignment in the case of employees already members of the Union shall be effective immediately. For those employees not previously members of the Union, the assignment shall become effective thirty (30) calendar days from the date of execution.

The Union shall notify the Employer by letter of the amount of back dues owed by new employees and copies of such letter shall be furnished to the employee and the Shop Committee.

The Employer shall remit to the Union the dues and other fees deducted pursuant to such authorization until and unless the authorization is revoked by the employee. The remittance shall be made 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.

3.7 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 Company, whichever date last occurs.

4. SHOP COMMITTEE

4.1 Definition

For the purpose of this Agreement, when the term "Shop Committee" is used, it shall mean Shop or Plant Committee, members of which are appointed by the Union.

4.2 Composition

The Shop Committee shall consist of one (1) employee and one (1) alternate for each Department i.e. Solid Waste, Utilities, and Cowichan Lake Recreation.

4.3 Notification

The Union will, within sixty (60) days from the date of this Agreement, notify the Employer in writing of the members on the Shop Committee. The Union or Shop Committee will inform the Employer in writing when any member change takes place on this Committee. No member of the Shop Committee will be recognized by the Employer unless the above procedure is carried out.

4.4 Exception

The provisions of Articles 4.1, 4.2, and 4.3 will not apply in reference to:

- (a) Article 15 Occupational Health and Safety Committee, where the members are designated according to the provisions of the *Workers' Compensation Act*, and
- (b) Article 19 Labour/Management Committee.

4.5 Shop Stewards

Shop stewards will be granted reasonable time off without loss of pay to tend to matters arising out of this collective agreement. Such time off must be requested in advance, and must not impact operations. Approval by the supervisor will not be unreasonably withheld.

5. HOURS OF WORK

5.1 Hours of Work

5.1.1 Work Week

The normal workweek shall begin at 12:01 a.m. Sunday and end at 12:00 Midnight the following Saturday with normal workday starting and quitting times established to suit the requirements of the operation.

5.1.2 Work Day

The normal regular full-time workday, as mutually agreed, shall consist of either:

- (a) Seven (7) hours per day, five (5) days per week, or
- (b) Eight (8) hours per day, five (5) days per week, or
- (c) Ten (10) hours per day, four (4) days per week.

5.1.3 Variance in Normal Work Day/Week

In those instances where a workday or workweek is to be varied from those outlined in this Article, the Employer shall notify the Union in writing giving details of any changes.

5.1.4 Irregular Work Schedules

The Employer and the Union recognize that regular part-time, temporary and casual employees may be required to work irregular schedules to conform with the operational needs of specific departments or work units.

5.1.5 Work Schedules

- (a) The Employer may schedule seven (7) hour, eight (8) hour or ten (10) hour shifts to meet operational needs. Regular full-time employees working seven (7) or eight (8) hour days shall have their weekly shifts arranged to ensure two (2) consecutive days off each week after five (5) consecutive days worked. Regular full-time employees working ten (10) hour days shall have their weekly shifts arranged to ensure three (3) consecutive days off each week after four (4) consecutive days worked.
- (b) When shifts are ten (10) straight hours, the lunch break is to be taken at the worksite at times determined by the Employer with reasonable regard to the employee's convenience.
- (c) Work schedules for regular full-time and part-time employees shall be posted at least fourteen (14) working days prior to implementation. In the event that a regular full-time or regular part-time shift schedule is changed, the Employer will give seventy-two (72) hours' notice of such change where applicable, with the understanding that unexpected operational requirements or emergencies may arise on short notice limiting the Employer to changes that may be made with less than seventy-two (72) hours' notice.
- (d) Employees scheduled to work can only cancel their shift to accept a same-day vacancy if they are at the same worksite as the vacancy.

5.1.6 Paid Meal Break

Cowichan Lake Recreation Building Maintenance Employees shall receive a paid lunch while on eight (8) or ten (10) hour shifts.

5.1.7 Rest Breaks

- (a) All employees who work more than four (4) hours shall be entitled to two (2) rest breaks of fifteen (15) minutes each. One break shall be taken in both the first and second half of their shift. Employees working a shift of less than four (4) hours but more than two (2) hours shall be entitled to one fifteen (15) minute rest break.
- (b) Variances to the rest break can be made by mutual consent between the Employer and the Union.

5.1.8 All Available Work

- (a) Where operational scheduling permits, regular part-time and then casual employees shall have the first opportunity for all available work on the basis of seniority and qualifications provided that no overtime is incurred.

5.2 Overtime

- (a) Except as otherwise provided in this Agreement, daily overtime shall be paid at the rate of time-and-one-half for the first three (3) hours outside of regular work hours, with the exception of ten (10) hour shifts where it shall be paid for the first one (1) hour outside of regular work hours. Double time shall be paid for all hours thereafter per shift. Weekly overtime shall be paid at the rate of time-and-one-half for all hours in excess of forty (40) hours per week. Double time shall be paid for all hours in excess of forty-eight (48) hours per week.
- (b) Paid vacation shall be included in the weekly work schedule when calculating hours in excess of forty (40) hours for overtime pay.

5.3 Casual Work

- (a) The term "Casual Work" as used in this Agreement, shall only apply to employees hired on an intermittent basis.
- (b) Casual workers will not be used to displace regular full-time employees.
- (c) Casual workers used to replace regular jobholders, for vacation purposes or other authorized leave of absences, will receive the rate of pay for the job category they are doing (with the exception of trainees).

5.3.1 Casual Call-In System

Casual employees qualified for specific positions will be placed on a call-in list in order of seniority.

1. Seniority will be determined by start date.
2. Ability for casuals from Cowichan Lake Recreation and Engineering Services to work for either department if they are qualified for a specific position, with seniority dates determined as above.
3. Lists will be updated when changes occur.

4. A casual employee will be removed from all lists when employment is terminated.
5. Casual employees scheduled to work in one department cannot cancel their shift to work in another department.
6. It is a casual employee's responsibility to notify the Employer if accepting a shift will result in an overtime situation.
7. A casual employee must be available two (2) days in every workweek. The days for which the employee is available must be days in which there is an operational need.
8. A casual employee can apply for up to two-hundred and forty (240) hours of prescheduled unavailable time which may be approved based on operational needs. A casual employee's seniority will determine preference in booking time off.
9. Any casual employee not available when called three (3) times on their stated available days within a six (6) month period will lose their seniority. Their new seniority date will be the date of moving to the bottom of the seniority list.
10. A casual employee will not be required to be available under the provisions of other leaves approved under the Collective Agreement.
11. A casual employee who has not worked one shift within a six (6) month period will be terminated. Periods of approved leave shall not count toward this six (6) month period.

5.4 Meal Breaks

Provided operational requirements permit, employees, shall receive an unpaid meal break after five (5) consecutive hours worked in any workday. When operational requirements do not permit, such employees shall take lunch at their workstation which shall be considered part of their normal paid workday.

5.4.1 Meal Allowance

- (a) Employees who work overtime of three (3) hours or more with a break of less than two (2) hours between shifts shall be entitled to an appropriate meal allowance. If a meal is not provided by the Employer, the following rates will apply:
 - i. Breakfast: \$10.00 for overtime worked between midnight and 10:00 a.m.
 - ii. Lunch: \$15.00 for overtime worked between 10:00 a.m. and 4:00 p.m.
 - iii. Dinner: \$25.00 for overtime worked between 4:00 p.m. and midnight.
- (b) Utilities Employees who work overtime of two (2) hours or more before or after a normal work shift shall be entitled to an appropriate meal allowance. If a meal is not provided by the Employer, the following rates will apply:
 - i. Breakfast: \$10.00 for overtime worked between midnight and 10:00 a.m.

- ii. Lunch: \$15.00 for overtime worked between 10:00 a.m. and 4:00 p.m.
- iii. Dinner: \$25.00 for overtime worked between 4:00 p.m. and midnight.
- iv. Weekend overtime: \$15.00 after each five hours worked if no meal break is given.

6. TECHNOLOGICAL CHANGE

6.1 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 lay-off of employees.

6.2 Retraining

The Employer shall co-operate with other government authorities and participate in every way reasonably possible in training or retraining of employees so affected.

6.3 Rate Adjustment

- (a) An employee who is set back to a lower paid job because of mechanization, technological change or automation will receive the rate of his/her 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 the employee will be paid an adjusted rate which will be mid-way between the rate of his/her regular job at the time of the set-back and the rate of his/her new regular job. At the end of this 6 month period, the rate of the employee's new regular job will apply. However, such employee will have the option of terminating his/her employment and accepting severance pay as outlined in Article 6.4 below, providing the employee exercises this option within the above referred to six month period.
- (b) Following an application of (a) above, where an employee is set back to a lower job because of an application of Article 13 - Seniority brought on by mechanization, technological change or automation, the employee will receive the rate of his/her 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 the employee will be paid an adjusted rate which will be mid-way between the rate of his/her regular job at the time of the set back and the rate of the employee's new regular job. At the end of this six-month period, the rate of the employee's new regular job will apply.

6.4 Severance Pay

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

thirty (30) weeks' pay. This Section shall not apply to employees covered by Article 6.3 (b) above.

7. WAGES

7.1 Wage Schedule

The Parties hereby agree that wages for all employees covered by this Agreement shall be those contained in the attached Wage Schedule Appendix #1.

7.2 Occupational First Aid Certificates

The Employer will pay the cost of training and retraining for Occupational First Aid Certificates to designated duty First Aid Workers on successful completion of the course.

Employees hired for positions that list a First Aid Certificate as a qualification will be required to keep it current as long as it remains a qualification of the position.

Employees in positions that did not require a First Aid Certificate at the time of hire, but to which it was later added, will not be required to obtain a First Aid Certificate other than by mutual consent nor will the employee be discharged or replaced for not obtaining a ticket.

Any employee who is required by the Employer or legislation to obtain upgrading of a ticket will be reimbursed by the Employer upon successful completion of a correspondence course and required materials, or for any lost time due to training or testing for a maximum of three weeks.

7.3 Privately Owned Vehicles

Employees using their privately owned vehicles on authorized Employer business will receive payment for mileage incurred at the current Employer rate.

7.4 Jobs Classification and Reclassification

- (a) The Employer shall prepare a new job description whenever a job is created or whenever the duties of a job change significantly, as agreed upon between the Employer and the Union. The job description shall be forwarded to the Union for comment prior to posting.
- (b) When a new job is created, or an existing job changes significantly, the rate of pay shall be subject to negotiation between the Employer and the Union.
- (c) New jobs will be posted in accordance with Article 13.4(a). Significantly changed jobs shall be posted if requested by the Shop Committee.
- (d) An employee shall receive the rate of his/her previously held job until such time as a new rate is negotiated.

(e) When a permanent rate is agreed upon, the employee shall receive the difference between that rate and his/her interim rate from the date the employee started the new or significantly changed job.

(f) Rate negotiations to be guided by the following principles:

Job analysis is to be based on all factors including skill, knowledge, responsibility and job conditions.

7.5 Maintenance and Upgrading of Certification for Underground Services

The Employer will work with the employee to ensure that the required minimum certification responsibilities are met. The Employer's support of this will include financial support, as well as working to provide the opportunity for employees to participate in relevant training or to provide required training.

7.6 Dirty Work Premium

- (a) Employees required to deal with biohazards such as excrement/fecal matter and body fluids in non-routine situations shall receive a premium of \$1.50 per hour while so engaged.
- (b) Utility operators are excluded from the dirty work premium for contact with raw sewage.
- (c) Employees working within the cordoned-off area of an asbestos work zone on moderate or high risk activities shall receive a premium of \$1.50 per hour while so engaged.

7.7 Temporary Transfer – Higher Rated Job

- (a) When an employee temporarily relieves or performs the duties of a higher paid bargaining unit position for at least one eight (8) or ten (10) hour shift, they shall receive the rate for the job.
- (b) When an employee temporarily relieves in the duties of a higher paid position for a continual period in excess of one eight (8) or ten (10) hour shift, they shall receive the rate for the job for the entire period of time.
 - i. Compensation will be set at the appropriate step of the higher paid position which reflects an increase in pay from the employee's regular rate of pay.
 - ii. For temporary transfers up to twelve (12) weeks, any paid leaves, including vacation and medical leave, that are taken while acting in a higher paid position shall be paid at the employee's regular rate of pay. After twelve (12) weeks, employees shall be paid at the higher rate of pay for vacation and medical leave.
- (c) When an employee is temporarily appointed to relieve a non-union employee at a higher paying position and is required to perform a limited number of duties of the higher position, a pay adjustment shall be made to compensate for the additional responsibilities assumed, prior to commencing such duties

when it is practical to do so. Such adjustment will be to Step 1 of the band for the higher paid position or a premium of five (5%) percent above the employee's regular rate, whichever is greater.

8. PAY DAYS

The Employer shall provide for paydays on alternate Fridays with a one-week holdback, and supply an itemized statement of earnings and deductions

9. STATUTORY HOLIDAYS

9.1 Statutory Holiday Pay

- (a) The following have been designated as paid Statutory Holidays for regular full-time and temporary full-time employees:

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 holiday proclaimed by the Federal or Provincial Government. Qualifying conditions for statutory holiday pay shall be as per the *Employment Standards Act*.

- (b) Where a Statutory Holiday referred to in Article 9.1 (a) falls on a regular full-time or temporary full-time employee's normally scheduled day of rest, the employee will be entitled to a day off with pay (at straight time) at a time mutually agreeable to the Employer and the employee.
- (c) The Employer will pay regular part-time and temporary part-time employees 4.4% of their regular earnings in lieu of Statutory Holiday pay.
- (d) The Employer will pay Casual employees 2% of their regular earnings in lieu of Statutory Holiday Pay

9.2 Working on a Statutory Holiday

- (a) All employees required to work a shift which begins on a Statutory Holiday will be paid time-and-one-half for all hours worked and double time for all hours worked over eleven (11) hours, in addition to, if eligible under clause 9.1(a), the paid Statutory Holiday.
- (b) Employees called out on overtime on a Statutory Holiday will be paid at double time for the call-out, but will not receive a compensating day off with pay.

9.3 Sunday Holidays

In the event that one of the within-named Statutory Holidays falls on Sunday, it shall be observed on the Statutory Holiday or the following Monday.

9.4 Saturday Holidays

In the event that one of the within-named Statutory Holidays falls on Saturday, it shall be observed on the preceding Friday or the succeeding Monday, as agreed upon between the Employer and the Shop Committee.

9.5 Weekly Work Schedule

When a Statutory Holiday falls on a regularly scheduled workday, Statutory Holiday Pay shall be included when calculating hours in excess of forty hours for weekly overtime pay purposes.

9.6 Arrangement for Change

In the event of a Statutory Holiday falling on Tuesday, Wednesday, or Thursday and where the Employer and Shop Committee mutually agree, the said Holiday may be observed the preceding Monday or following Friday respectively.

10. VACATIONS WITH PAY

10.1 Vacation

- (a) In the first (1st) calendar year of service, a pro-rated vacation entitlement based upon time actually worked in that year as a percentage of 105 hours for 7 hour a day positions and 120 hours for 8 and 10 hour a day positions.
- (b) In the first (1st) complete calendar year of service, employees shall be granted 105 hours for 7 hour a day positions and 120 hours for 8 and 10 hour a day positions per year.
- (c) In the second (2nd) complete calendar year of service, employees shall be granted one extra day of vacation per year of services to a maximum of 210 hours for 7 hour a day positions and 240 hours for 8 and 10 hour a day positions per year.
- (d) For part-time employees the pay for the above vacation entitlements shall be prorated based upon time actually worked during that year.
- (e) Casual employees will be paid vacation pay at the rate of six percent (6%).

10.2 Vacation Time

- (a) Vacations for employees shall be taken at such time as mutually agreed upon by the employee and the Employer, which will be at a time when operations will not be impaired. Seniority with the Employer shall be the determining factor for all requests submitted by March 31st of each year, in the event that planned employee vacations would impair the operation. After March 31st, requests will be considered on a first-come, first-served basis.
- (b) All vacations are computed, earned and taken on a calendar year basis.
- (c) When an employee gives sufficient notice of a planned vacation the Employer shall respond within seven (7) days following the request.

10.3 Accrual of Vacation

- (a) With the approval of the Administrator or designate, a regular full-time or regular part-time employee may accrue a portion of their current annual vacation entitlement for special or extraordinary circumstances. All requests for accrual of annual vacation must be submitted through the Department Head to the Administrator or designate before October 31st of each year, in order that full consideration may be given to such request before year-end.
- (b) Any unused vacation not approved for carryover will be paid out in the first pay period of the next calendar year.

10.4 Leave of Absence

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

- (a) Absence on WorkSafe BC benefits up to a period of one (1) year, provided the employee returns to his/her employment.
- (b) Absence due to illness up to a period of one (1) year, provided that the employee returns to his/her employment. The Employer shall have the right to request a certificate from a qualified medical practitioner.
- (c) Absence due to bereavement leave in accordance with the terms and conditions of Article 14.7.
- (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 14.4.
- (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.

10.5 Common Anniversary Date

The common anniversary date for holiday pay shall be January 1 in each year.

10.6 Employment Standards Act

The current *Employment Standards Act*, annual vacations, and amendments thereto, except where varied or modified by the provisions herein, shall become part of this Agreement.

11. HOURS OF WORK AND CALL OUT

11.1 Minimum Hours of Work

On any day that an employee actually commences work other than under the Overtime Call Out provisions in clauses 11.3 and 11.4, the minimum hours of work, on that day shall be:

- (a) For regular full-time, regular part-time, casual, and temporary employees - four (4) hours minimum; except
- (b) For Cowichan Lake Recreation regular part-time and casual employees, not including Building Maintenance Ice Maker I and Building Maintenance Icemaker II - two (2) hours minimum
- (c) For the Skate Shop Supervisor – as per the *Employment Standards Act and Regulation*.
- (d) For casual employees attending non-mandatory staff meetings with no work commencing and without detriment to their stated availability for those unable to attend – two (2) hours minimum.

11.2 Where No Work

- (a) Any employee, who reports for work and finds no work available due to reasons beyond his or her control, shall be entitled to two (2) hours at the usual rate. This shall not apply if the Employer gives sufficient notice cancelling the shift.

11.3 Overtime Call Out Provisions

- (a) An employee called out on overtime shall receive not less than two (2) hours' pay at the applicable overtime rate.
- (b) Utilities employees called out to work more than four (4) hours prior to the start of their shift shall be entitled to eight (8) hours rest and paid at straight time for their regular shift. If the employee has had the eight hours of rest and there are hours left to be worked in their regular shift then the employee will report to work. Subject to approval by the Employer, the employee may request that vacation or banked time be used for the remainder of the shift.
- (c) Utilities employees called out less than four (4) hours prior to the start of their shift will be paid overtime rates for the call out time and will be paid their regular earnings upon the commencement of their shift. The Employee will work the duration of hours required to complete their full shift and will then go home. If an employee is asked to remain at work beyond the duration of their regular shift then they shall be paid the appropriate overtime rates.

11.4 Overtime for Remote Work

Employees, who are contracted outside their normally scheduled or overtime shifts and are required to spend time remotely resolving CVRD related work issues are eligible for overtime pay. This time is not subject to minimum hour of work provisions;

- (a) Overtime shall be paid on accumulated time spent between scheduled shifts, and when Utilities employees acknowledge/place a system in test mode, in accrued increments of fifteen (15) minutes.
- (b) Overtime shall be paid on accumulated time spent between scheduled shifts, in accrued increments of one (1) hour for Utilities employees remotely operating or adjusting utilities systems. Any requirement to work remotely within the one hour period shall not result in any additional payment.

Overtime rates shall be as defined in Article 5.2 of the Collective Agreement.

Employees will be required to submit an accurate written account of the number of instances and the duration of each instance in order to claim overtime.

11.5 On-Call Provisions

- (a) Employees required to be on call and carry a cell phone or pager shall be paid one (1) hour of pay at the employee's rate for each eight (8) hours or portion thereof while on call.
- (b) Utilities employees are required to be on call on a rotating basis. This requires that the employee be available to answer all calls at all times during the period that they are designated the "on-call" responder.
- (c) Employees shall be paid one (1) additional hour of pay at the employee's rate for each eight (8) hours or portion thereof while on call on a Statutory Holiday.

11.6 Shift Differential

All employees shall receive a shift differential when working prior to 8:00 a.m. and after 6:00 p.m. Shift differential shall be paid as follows;

- (a) Thirty cents (\$0.30) per hour while working the afternoon shift (between 6:00 p.m. and midnight), and
- (b) Seventy cents (\$0.70) per hour while working the midnight shift (between midnight and 8:00 a.m.)

The shift differential shall apply only for straight time hours actually worked.

12. HEALTH AND WELFARE

12.1 Employee Benefits Plans

12.1.1 Medical Services Plan and Extended Health

Medical coverage including extended health benefits (Vision Care \$500.00 maximum every two (2) years) shall be provided to all eligible employees. The Employer shall pay one hundred percent (100%) of the premiums.

12.1.2 Dental Plan

The Employer shall maintain a dental plan for all eligible employees based on the following coverage:

- (a) Basic dental services (Plan "A") - Plan pays one hundred percent (100%) of approved Schedule of Fees.
- (b) Prosthetics, crowns, and bridges (Plan "B") - Plan pays one hundred percent (100%) of approved Schedule of Fees.
- (c) Orthodontia services (Plan "C") - Plan pays eighty percent (80%) of approved Schedule of Fees (\$4,000. maximum)
- (d) The Employer shall pay one hundred percent (100%) of the premium cost for the dental plan.

12.1.3 Municipal Pension Plan

The monthly contributions to the Municipal Pension Plan shall be shared by the Employer and the employees in compliance with provisions of the *Public Sector Pension Plans Act*.

12.1.4 Group Life Insurance Plan

Eligible employees shall be covered under a group life insurance plan on the basis of three (3) times annual earnings up to a maximum of \$250,000 available in units of \$1,000. The Employer shall pay one hundred percent (100%) of the premiums and participation in the plan shall be a condition of employment.

12.1.5 Long Term Disability Plan

All eligible employees will be covered by a long term disability plan. The Employer shall pay one hundred percent (100%) of the premium cost for such plan. The plan must be approved under the *Public Sector Pension Plans Act*. An employee during the elimination period or while on long term disability shall be eligible for all benefits for a period of up to one (1) year.

Union and Management shall form a Joint Committee for the purpose of investigating the use of Long Term Disability and assisting employees in an early return to work.

12.1.6 Continuation of Benefits During Work Stoppages

In the event of a legal strike or lockout, the Employer agrees to maintain all medical, dental, extended health care, group insurance and long term disability on behalf of all employees provided that the employees reimburse the Employer as required.

12.1.7 Benefit Eligibility

- (a) In the matter of benefits, only regular full-time and regular part-time employees who are in a posted position and who work at least seventeen-and-one-half (17½) hours per week shall be eligible. Participation in the benefits will commence three (3) months from the date of hire.
- (b) The Employer will pay Casual employees six percent (6%) of their regular earnings in lieu of Benefits.
- (c) A casual employee who has completed probation and posts into a regular full-time position, or a temporary full-time or temporary part-time position in excess of eight (8) weeks will be entitled to benefits, beginning the first of the month following the date of appointment. Benefits will terminate upon the completion of the temporary posting.
- (d) Benefits shall be consistent with clause 12.1.1 through 12.1.8.

12.1.8 Benefits Continuance

- (a) The Employer agrees to continue the full monthly premiums of all benefits for any month for which an employee receives payment from WorkSafe BC or the LTD Plan (including the LTD elimination period) for a period of up to one (1) year.
- (b) The Employer agrees to continue the full monthly premiums of all benefits for any month for which an employee receives payment from the Employer.
- (c) In other circumstances, the employee may opt to continue benefit coverage by arranging to pay the full premium to the Employer.

12.2 Sick Leave Provisions

12.2.1 Sick Leave Defined

Sick leave means a period of time an employee is absent from work with full pay by virtue of being sick or disabled or under examination or treatment of a physician, chiropractor or dentist because of an accident for which compensation is not payable under the *Workers' Compensation Act*.

12.2.2 Proof of Illness

The Employer reserves the right to require satisfactory proof of illness or injury before any sick leave is granted, including an indication of the general nature of the illness or injury. The Employer may request an employee to produce a medical certificate for any day or days that the employee is absent due to illness.

12.2.3 Employer Notification

Employees will notify the Employer as promptly as possible of any absence from duty because of illness and employees will be expected to notify the Employer prior to their return.

12.2.4 Entitlement

- (a) In cases of illness, regular full-time and regular part-time employees, who have completed the probationary period, shall be granted sick leave with pay at the rate of one-and-one-half (1½) days per month of full-time employment.
- (b) Any unused portion of monthly sick leave shall accrue to employee's future benefit to a maximum accumulation of one hundred and twenty (120) days.
- (c) Sick leave pay shall be paid for the three (3) days or less not covered by the *Workers' Compensation Act* when the employee has accumulated sick leave credits.
- (d) Employees with accumulated sick leave to their credit shall turn over, or cause to be turned over, to the Employer any monies paid or payable to them by WorkSafe BC and upon so doing will receive full pay up to the value of the accumulated sick leave. In such cases, there will be a reduction from the accumulated sick leave of the percentage by which WorkSafe BC does not recompense the Employer. If there is no credit of sick leave, employees will retain their WorkSafe BC cheques.

12.2.5 Medical Leave

Employees who are off because of sickness or accident will, at the expiration of sick leave, be continued on the payroll under the heading of "Leave of Absence Without Pay" for a period of not less than thirty (30) calendar days. If no written report is received by the Employer within the thirty (30) calendar days from such an employee, explaining his or her condition, he or she may be removed from the payroll.

12.2.6 Sick Leave Pay-out

No cash payment for unused sick leave will be paid to any employee leaving the service of the Employer.

13. SENIORITY

13.1 Principle

- (a) The Employer recognizes the principle of seniority, competency considered. In the application of seniority, it shall be determined by overall seniority.

- (b) The selection and promotion of supervisory officials shall be entirely a matter for the Employer's decision, but in making such selection or promotion, length of continuous service shall be given due consideration.

13.2 Reduction & Recall of Forces

- (a)
 - i. In the event of a reduction of the forces, the last person hired shall be the first released, subject to the competency of the persons involved. The seniority for this purpose shall be based on total working time with the Employer.
 - ii. Where a reduction of forces is caused by emergency conditions, the application of plant 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 rights under this provision they shall notify the Shop Committee as soon as possible.
 - iii. Regular part-time employees shall have preference over casual employees for any available work.
 - iv. The Employer agrees to keep separate seniority lists for casual employees for the purpose of calling such employees for available work.
 - v. When recalling forces after a period of lay-off following a reduction of forces, an employee shall be recalled in order of his/her plant seniority subject to the competency of the person involved and the provisions of Article 13.1.
- (b) During a reduction of forces where an employee's seniority is such that the employee will not be able to keep his/her regular job, the employee may elect to apply his/her seniority to obtain a job paying a higher rate if the employee has 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 the employee will not be able to keep his/her regular job, the employee may elect whether or not to apply his/her seniority to obtain a lower paid job or a job paying the same rate of pay or accept lay-off until the employee's regular job becomes available, provided however:
 - i. If during the lay-off period the employee wishes to return to work and so notifies the Employer, he/she shall be called back to work as soon as his/her seniority entitles the employee to a job.
 - ii. The application of this provision shall not result in an employee, in exercise of his/her rights, bumping an employee with less seniority.
- (d) Details of the application of this Article shall be worked out by the Union and the Employer.

13.3 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) year's service shall retain their seniority for a period of six (6) months.

- (b) Employees with one (1) or more years' service shall retain their seniority for one (1) year, plus one additional month for each year's service, up to an additional six (6) months.

It shall be the Employer's responsibility to maintain an address file of all employees and it shall be the employee's responsibility to notify the Employer in writing of any change of address.

13.4 Job Posting

- (a) Job postings are available to all employees in the bargaining unit on an overall seniority basis. Vacancies shall be posted on the job site in advance for a period of not less than seven (7) working days except when otherwise agreed.
- (b) This Section shall not apply to temporary replacements of two (2) 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 13.1.
- (c) The Employer shall notify the successful applicants and the Shop Committee of vacancies, which have been filled, within forty-eight (48) hours of the cut-off date of the posting. This decision will be posted on the job site by the Union.
- (d) When a temporary vacancy of twelve (12) weeks or more arises due to a leave of absence, such leave shall be posted.
- (e) Role of Seniority in Promotions and Staff Changes

Both parties recognize the principle of promotion within the service of the Employer. A meeting, or check-in, will take place with the most senior applicant, a Human Resources representative and the Department Manager to work through a pre-determined checklist to confirm basic competence for the position and identify training gaps or development needs. An applicant is required to meet a threshold. The Union will participate in the development of the pre-determined checklist and threshold.

The selection and promotion of employees to supervisory positions and Utilities positions shall be at the discretion of the Employer. Seniority will be considered.

13.5 Probationary Period

Notwithstanding anything to the contrary contained in this Agreement, it shall be mutually agreed that all employees are hired on probation.

- (a) The probationary period for regular full time and regular part time employees shall be 420 working hours for thirty-five (35) hour per week positions and 480 working hours for forty (40) hour per week positions.
- (b) The probationary period for casual employees shall be 210 working hours for thirty-five (35) hour per week positions and 240 working hours for forty (40) hour per week positions, or six calendar months, whichever is shorter, Casual employees will be paid at Step 1 for 210 (240) working hours and then will be paid at Step 2.

- (c) No seniority rights shall be recognized for employees serving their probationary period.
- (d) Upon completion of 420 working hours for thirty-five (35) hour per week positions or 480 working hours for forty (40) hour per week positions, they shall then be entitled to seniority dating from the date on which they joined the bargaining unit.
- (e) The probationary period may be extended, by mutual consent between the Employer and the Union.
- (f) Employees who are hired into a position and do not meet all of the qualification requirements of the position shall remain on their probationary period until they acquire the required qualifications.
- (g) The successful applicant on an internal posting shall serve a trial period of four hundred twenty (420) hours for thirty-five (35) hour per week positions and four hundred and eighty (480) hours for forty (40) hour per week positions. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee decides to revert back to his/her former position, the employee shall be returned to his/her former position and wage rate without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position and wage rate without loss of seniority.

13.6 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.

13.7 Seniority List

It is agreed that a seniority list will be supplied to the Union by the Employer twice during each calendar year, setting out the name and starting date with the Employer and the starting date for department seniority of each regular employee. The Employer will advise the Union of changes to the said list.

13.8 Reinstatement

In any case, where an employee has been transferred by the Employer to an exempt position and at a later date ceases to hold that exempt position and the Employer desires to retain the employee's services, it is hereby agreed that reinstatement can be made within the bargaining unit. However, the exempt employee reinstated in the bargaining unit must return to the job held at the time of their promotion to the exempt position, unless the parties agree otherwise. The employee will not be credited with seniority for the time spent outside the bargaining unit and will lose one day's accumulated seniority for each day spent outside the bargaining unit.

13.9 Bumping

"Bumping" into the Utilities function will not be permitted, however, the Employer will continue to train employees.

13.10 Flag Person

Utilities employees will be trained for first response as flag persons.

13.11 Job Posting and Training Agreement

The parties agree to establish lists of employees who are qualified to undertake higher level jobs as backup employees, and these lists shall be developed and posted, in consultation with the Union.

14. LEAVE OF ABSENCE

14.1 Family Medical

When no person other than the employee is available and can provide for the needs during the medical needs of a dependent child, spouse or parent, an employee, upon approval by the Employer, may be entitled to use a maximum of eight (8) paid sick leave of absence days per year for this purpose, so long as the usage does not reduce the employee's accumulated sick leave bank below seventy-five (75) days. If an employee has less than seventy-five (75) days in their accumulated sick leave bank, they may be entitled to use a maximum of six (6) paid medical leave of absence days per year for this purpose.

14.2 Maternity Leave and Parental Leave

(a) Seniority Status

While on maternity and parental leave an employee shall retain his/her full employment status and rights.

(b) Employee Benefits

During the period of maternity and parental leave the Employer will continue to provide benefits as specified under the *Employment Standards Act*.

(c) Return to Work Procedure

When an employee decides to return to work after maternity and parental leave, he/she shall provide the employer with a least two (2) weeks' notice. On return from maternity and parental leave, the employee shall be placed at least in his/her former position. If the former position no longer exists, he/she shall be placed in a position in his/her department of equal rank and value at the same rate of pay.

(d) Protection During Pregnancy and Parental Leave

Maternity and parental leave shall be considered as a right. The employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy. Where working conditions may be hazardous to an unborn child or to the pregnant employee, the employee may request to transfer to another position provided she is capable of performing the work and is otherwise entitled by virtue or seniority.

(e) Casual Seniority Reinstatement

In the case of casual employees who are on maternity and parental leave, they shall be credited with an equal amount of hours of service as earned by that employee in the year prior to their leave, pro-rated to reflect the actual time taken on the leave for the purpose of seniority.

(f) Supplemental Pay

A regular full-time or regular part-time employee on Maternity Leave or Parental Leave as per the *Employment Standards Act* shall be paid as follows;

- i. Eighty percent (80%) of the employee's current CVRD salary for the first week of the leave.
- ii. In the case of Maternity Leave, the difference between eighty percent (80%) of the current CVRD salary and the amount of the Employment Insurance maternity/parental benefits payable to the employee, for a maximum of fourteen (14) weeks.
- iii. In the case of Standard Parental Leave, the difference between eighty percent (80%) of the current CVRD salary and the amount of the Employment Insurance, for a maximum of eleven (11) weeks.
- iv. In the case of an extended Parental Leave, the difference between sixty percent (60%) of the current salary and the amount of the Employment Insurance, for a maximum of eleven (11) weeks.

In order to receive this allowance, the employee must provide the Employer proof that he/she has applied for and is eligible to receive Employment Insurance benefits pursuant to the *Employment Insurance Act*.

An employee disentitled or disqualified from receiving the Employment Insurance Benefits is not eligible for the supplemental pay.

The supplemental pay will be administered for an uninterrupted period. Any interruption to the administration will result in the cessation of the supplemental pay.

An employee in receipt of the maternity/parental leave allowance will commit six (6) months of service to the Employer upon their return from maternity/parental leave. Should an employee not return to work for the complete six (6) months following their maternity/parental leave, one hundred percent (100%) of the Supplemental Pay shall be repaid to the Employer.

(g) Both Parents are Employees

A maximum of twenty-five (25) weeks of Supplemental Pay is payable per newborn child or multiple birth under this Article. Where both parents of the newborn child or multiples are employees covered by this Agreement, the twenty-five (25) weeks of Supplemental Pay may be shared between them if permitted under Employment Insurance regulations.

14.3 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 Article 14.1 above.

14.4 Jury Duty

- (a) Any regular full-time or regular part-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 the employee would normally have worked, will be reimbursed by the Employer for the difference between the pay received for the said jury or witness duty and the employee's regular straight-time hourly rate of pay for his/her regularly scheduled hours of work. It is understood that such reimbursement shall not be for hours in excess of the employee's regularly scheduled hours per day or per week, less pay received for the said jury or witness duty. The employee will be required to furnish proof of jury or witness service and 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.

14.5 Union Business

- (a) The Employer will grant Leave of Absence to employees who are appointed or elected to Union office for a period up to and including one (1) year. Further leave of absence may be granted by mutual consent. The employee who obtains this leave of absence shall return to the Employer within thirty (30) calendar days after completion of the employee's 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 or as members of any negotiating committee of the Union 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 clauses (a) and (b) above, the Employer will be given due notice in writing; in the case of (a), twenty (20) calendar days; and in the case of (b), five (5) calendar days. Only one (1) employee at a time may obtain leave under the above sections.

- (d) The Employer shall pay all wages and benefits for the employee for time on Union business and the Union shall reimburse the Employer for wages, Employer pension contribution, and vacation earned.

14.6 Public Office

- (a) The Employer will grant Leave of Absence for campaign purposes to candidates for Federal or Provincial Office for periods up to and including eight (8) weeks, provided the Employer is given due notice in writing of twenty (20) calendar days unless the need for such application could not reasonably be foreseen.
- (b) Employees elected or appointed to a Federal or Provincial Office shall be granted as much leave as is necessary during the term of such office.
- (c) The employee who obtains this Leave of Absence shall return to the Employer within thirty (30) calendar days after completion of public office.

14.7 Bereavement Leave

The Employer shall grant to a regular full-time or regular part-time employee bereavement leave with pay for a maximum period of three (3) working days in the case of the death of an immediate family member. The immediate family member shall include the father, mother, step-parent, brothers, sisters, spouse, children, step-children, aunts and uncles, in-law parents, in-law brothers and sisters, grandparents and grandchildren of an employee.

Compensable hours under the terms of this Article 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.

14.8 General Unpaid Leave

An employee may be entitled to a leave of absence without pay and without loss of seniority when he/she requests such leave for good and reasonable cause. Such requests and approval shall be in writing and subject to the approval of the Employer and based on operational need.

14.9 Volunteer Service Leave

Employees, who are regular members of Volunteer Fire Departments or Search and Rescue, or Ambulance Services, who are required to miss their regular shift at work because of the emergency, will be compensated for one (1) day's pay. Time off to attend the emergency will be based on operational requirements and requires approval by the Employer.

14.10 Domestic Violence Leave

The Employer recognizes that employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance and performance at work.

Employees experiencing domestic violence will be allowed to use paid and unpaid leave as specified in *The Employment Standards Act* for legal proceedings and other necessary activities.

These leaves may be taken as consecutive or single days or as a fraction of a day. The Employee and Employer will only disclose relevant information on a need-to-know basis to protect confidentiality and ensure workplace safety.

Employees may be required to submit proof to the Employer demonstrating the need for domestic violence leave. Proof may be provided in the form of a letter or document such as but not limited to a court order, documentation from a doctor, a family violence support service, a police officer, a shelter worker or a lawyer.

15. OCCUPATIONAL HEALTH & SAFETY COMMITTEE

15.1 Composition

- (a) The management of every department shall maintain an Occupational Health & Safety Committee consisting of two (2) employees.
- (b) The said Committee shall consist of an equal number of representatives of the Employer and the employees. Employee representatives will be elected by a vote supervised by the Union.
- (c) Employee representatives shall be regular employees in the operation with at least one (1) years' experience in that type of operation over which their inspection duties shall extend.

15.2 Duties

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

15.3 Pay for Meetings

- (a) The Employer will pay straight time rates not exceeding two (2) hours per week to employee members for the actual time spent in attending Occupational Health & Safety Committee meetings outside of working hours.
- (b) The rate to be paid to employee members shall be the employees' regular job rate.

15.4 Meetings During Work

Where Occupational Health & Safety Committee meetings are held during working hours with the consent of the Employer, employees' time will not be deducted for attending such meetings or investigations into accidents.

15.5 Investigations

In the case of a fatal accident, the Occupational Health & Safety Committee in the operation shall, within forty-eight (48) hours, conduct an investigation into such fatal accident.

15.6 Cessation of Work

Any one or all employees working in the immediate proximity when a fatal accident has occurred may, without discrimination, refrain from working the balance of the shift.

16. SAFETY EQUIPMENT

The Employer shall supply free of charge to employees all safety equipment required to be worn under WorkSafe BC Regulations.

- (b) Coveralls will be supplied for all employees and will be maintained by the Employer.
- (c) Safety boots up to a value of \$200.00 may be purchased by each regular full-time, regular part-time and casual employee upon completion of the probationary period and annually thereafter. Employees will arrange for direct purchase from an authorized vendor through a purchase order or using an Employer credit card. More frequent replacement, or for boots costing more than \$200.00, advance authorization may be given by a manager or supervisor. Temporary employees and summer students will be reimbursed to a maximum of \$75.00 at the end of their term upon presentation of supporting receipt.
- (d) Gloves will be supplied at no cost to the employees and replaced at no charge when worn or damaged beyond repair and presented for exchange; otherwise the replacement will be at the expense of the employee.
- (e) Individual storage space (lockers) with locks will be provided in clean, dry and accessible areas for storage of personal, safety and protective wear and equipment. (Applies to Outside Engineering only)
- (f) The Employer will cover personal belongings, which are a requirement of WorkSafe BC, which are lost due to theft.
- (g) Personal rain gear will be available to all regular full-time and regular part-time employees when required.

17. SEVERANCE PAY FOR THOSE NOT ELIGIBLE FOR COVERAGE UNDER THE PUBLIC SECTOR PENSION PLANS ACT

All employees covered by this Agreement not eligible for coverage under the *Public Sector Pension Plans Act*, shall be entitled to one (1) week severance pay for each year's service or portion thereof upon retirement. For the purposes of this clause, the severance shall be pro-rated based on the employee's average yearly service. Retirement requirements shall be as per the Municipal Pension Plan.

18. GRIEVANCE PROCEDURE

18.1 Definition of Grievance

A grievance shall be defined as any difference between the Employer and the Union or any persons bound by this Agreement arising out of the interpretation, application, administration or alleged violation of the Agreement.

18.2 Grievance Committee

The Grievance Committee shall be composed of not more than two (2) Union Officers (President or designate, Unit Chair or Local Steward(s)) plus the grievor(s).

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards.

18.3 Settling of Grievances

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

- Step 1 Within ten (10) working days from the date of the incident prompting the grievance the employee shall discuss the matter with his or her manager. If the employee so desires, a shop steward shall be present during discussions at this step.
- Step 2 If no settlement is reached in Step 1, then the aggrieved employee shall submit the grievance in writing to his or her department head. The grievance form shall reference the date and time of the Step 1 meeting. The recipient of the grievance shall meet with the employee and shop steward within ten (10) working days of the receipt of the grievance in an attempt to reach a satisfactory settlement of the grievance. The department head shall respond in writing within ten (10) working days of the meeting.
- Step 3 Failing settlement being reached in Step 2, a meeting shall be arranged between the Grievance Committee and the Chief Administrative Officer or designate, within ten (10) working days of the last meeting provided in Step 2 of this procedure. The Chief Administrative Officer or designate shall render his or her decision in writing within ten (10) working days after this meeting.
- Step 4 If a settlement is not reached through the foregoing procedures the grievance may be referred to arbitration. When either party requests that a grievance be submitted to arbitration, the request shall be submitted to the other party in writing within ten (10) working days of the Chief Administrative Officer's decision provided in Step 3 of this procedure.

18.4 Amending of Time Limits

The Union or the Employer may by mutual agreement, in writing, extend the time limits mentioned above provided such extension is requested prior to the expiry of the time allowed.

18.5 Initiation of Grievances

Both the Union and the Employer shall have the right to process matters which arise regarding interpretation, application, operation or alleged violations of this Agreement through the above-mentioned procedures commencing at Step 3, provided the grievance is submitted in writing within thirty (30) working days from the date of the incident prompting the grievance.

18.6 Abandonment of Grievance

- (a) If the Union has not advanced the grievance to Step 2 or Step 3 within the given time schedule as set, then the grievance shall be deemed to be abandoned on a without-precedent basis and all rights of recourse to the grievance procedure shall be at an end.
- (b) If the Employer does not respond within the given time schedule as set, then the grievance shall be deemed to have been successful on a without-precedent basis.

18.7 Replies in Writing

Replies to grievances stating reasons shall be in writing at all stages. Copies of all correspondence will be sent to the Grievor, Shop Steward, Business Agent and the Chief Administrative Officer.

19. LABOUR/MANAGEMENT COMMITTEE

19.1 Establishment of Committee

The Labour/Management Committee shall consist of the three (3) members of the Shop Committee, the Union Business Agent and four (4) representatives of the Employer.

19.2 Meetings of Committee

The Committee shall meet quarterly, or as necessary, at a mutually agreeable time and place. Committee members shall receive a notice and agenda of the meeting in advance of the meeting. Employees shall not suffer any loss of pay for time spent at these Committee meetings.

19.3 Jurisdiction of Committee

The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union

or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee may make recommendations to the Union and the Employer with respect to its discussions and conclusions.

20. ARBITRATION

20.1 Interpretation

- (a) In case of any dispute arising regarding the interpretation of this Agreement or by the application of Article 1.1 thereof, which the Parties hereto are unable to settle between themselves, the matter shall be determined by arbitration in the following manner:

Either Party may notify the other Party in writing, by registered mail, of the question or questions to be interpreted.

- (b) All decisions will be final and binding upon the Parties.
- (c) The Parties agree to jointly seek a permanent interpreter to be agreed upon mutually.
- (d) In the event that the interpreter as provided for in (c) herein is not available or is not agreed on to preside as interpreter under this Section, the Parties agree that they will request the Honourable Minister of Labour of the Province of British Columbia to appoint a County Court Judge of the Province of British Columbia to preside as interpreter for the dispute then pending.

20.2 Grievances

- (a) In the case of a dispute arising under this Agreement, which the Parties are unable to settle between themselves as set out in Article 18, the matter shall be determined by arbitration in the following manner:

Either Party may notify the other Party and the arbitrator in writing, by registered mail, of the question or questions to be arbitrated.

After receiving such notice and statement, the Arbitrator and the other Party shall within three (3) days acknowledge receipt of the question or questions to be arbitrated. The Arbitrator shall be appointed by agreement between the two parties or by the Minister of Labour.

- (b) The decision of the Arbitrator shall be final and binding upon the Parties.
- (c) If the arbitrator finds that an employee has been unjustly suspended or discharged, that employee shall be reinstated by the Employer without loss of pay and with all the employee's rights and privileges preserved under the terms of this Agreement, provided always that if it is shown to the arbitrator that the employee has been in receipt of wages during the period between discharge (or suspension) and reinstatement, or date of failure to rehire and rehiring, the amount so received shall be deducted from wages payable by the Employer pursuant to this Section.
- (d) The arbitrator shall be required to hand down a decision within fourteen (14) days following completion of the hearing.

20.3 Cost Sharing

The parties shall bear in equal proportions the expenses and allowances of the Arbitrator and stenographic and secretarial expense, and rent connected with his/her duties as Arbitrator.

20.4 Place of Hearing

Any arbitration to be held hereunder shall be held within the boundaries of the Cowichan Valley Regional District or at such other place as may be decided by the Parties.

21. STRIKES AND LOCKOUTS

- (a) There shall be no strikes or lockouts with respect to any matter arising out of the Agreement for which arbitration is provided under the terms of the Agreement.
- (b) 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.

22. NOTICE OF TERMINATION

When a regular full-time employee is terminated, except for cause, notice shall be provided as follows:

- (a) Two weeks' notice shall be given prior to the effective date of lay-off.
- (b) One additional week's notice shall be given for each subsequent completed year of employment up to a maximum of eight weeks' notice.
- (c) The period of notice shall not coincide with an employee's annual vacation.
- (d) A regular full-time employee who has been given notice of termination will be paid severance pay as follows:

Employees with less than three (3) years' service ... two (2) weeks' severance pay.

Employees with three (3) or more years of service ... one (1) additional week's severance pay for each completed year of service to a maximum of eight (8) weeks' severance pay.

- (e) Severance pay will only be paid following expiration of seniority as outlined in Article 13.2 and 13.3.
- (f) A regular full-time employee who has been given notice of termination may elect severance pay in lieu of the right to seniority and recall as outlined in Article 13.2 and 13.3.

23. CONTRACTING OUT

Contractors or Sub-Contractors shall not be used to displace or replace employees from their regular jobs or used to replace categories within this Agreement.

This clause shall not preclude the contracting out of major rebuilding projects and other work not done on a regular basis by present employees.

The Employer will extend its consultative and remedial processes in connection with subcontracting in order to establish closer lines of communication with the Union with respect to giving reasonable notice to its intentions and exploring ways and means of integrating senior employees into other jobs where subcontracting takes place.

24. DURATION OF AGREEMENT

This Agreement shall be effective from and after the 1st day of January 2020, to midnight the 31st day of December 2023, and thereafter from year to year unless written notice of contrary intention is given by either Party to the other Party within four (4) months immediately preceding the date of expiry. The notice required hereunder shall be validly and sufficiently served at the Head Office of the Party of the First Part, or at the Local Office upon the Local Officers of the Union, Party of the Second Part, within four (4) months immediately preceding the 31st day of December 2023. If notice is given to commence collective bargaining, this Agreement continues in full force and effect until a new Agreement is reached or one of the parties takes legal lockout or legal strike action.

Signed this 18th day of DECEMBER, 2020

IN WITNESS WHEREOF the corporate seal of the Employer has been hereunto affixed, attested to by the hands of its proper officers in that behalf and has been executed by the duly authorized officers of the Union the day and year first above written.

THE CORPORATE SEAL of the
COWICHAN VALLEY REGIONAL DISTRICT
was hereunto affixed by and in the presence of:


Chair


Corporate Secretary

SIGNED by the Union, USW Local 1-1937


For the Union

DP/cm
USW 1-1937

APPENDIX #1 – WAGE SCHEDULE

Step 1 rate: Probationary 420/480 hours for RFT, RPT and 210/240 for Casuals

Step 2 rate: Employees who have completed probationary hours worked and
Employees transferred from CUPE who have passed probation

Position	January 1, 2020		January 1, 2021		January 1, 2022		January 1, 2023	
	2.00%		2.00%		3.00%		2.00%	
	Step 1	Step 2	Step 1	Step 2	Step 1	Step 2	Step 1	Step 2
PR -Probationary Rate RR - Regular Rate								
Recycling Facility Leader I	26.66	28.24	27.19	28.80	28.01	29.66	28.57	30.25
Recycling Facility Leader II	27.49	29.19	28.04	29.77	28.88	30.66	29.46	31.27
Recycling Facility Leader III	28.67	30.46	29.24	31.07	30.12	32.00	30.72	32.64
Recycling Facility Leader IV	30.15	32.03	30.75	32.67	31.67	33.65	32.30	34.32
Equipment Operator	31.71	33.95	32.34	34.63	33.31	35.67	33.98	36.38
Recycling Facility Leader V	34.63	36.79	35.32	37.53	36.38	38.66	37.11	39.43
Truck Driver (Curbside, Roll-off)	30.78	32.67	31.40	33.32	32.34	34.32	32.99	35.01
Parks Construction Assistant	26.07	27.64	26.59	28.19	27.39	29.04	27.94	29.62
Parks Construction Worker	30.21	31.98	30.81	32.62	31.73	33.60	32.36	34.27
Utilities Operator I	28.66	30.39	29.23	31.00	30.11	31.93	30.71	32.57
Utilities Operator II	33.63	35.67	34.30	36.38	35.33	37.47	36.04	38.22
Senior Operator	37.66	39.87	38.41	40.67	39.56	41.89	40.35	42.73
Electrical & Instrumentation Technician	*44.30	*47.00	45.19	47.94	46.55	49.38	47.48	50.37
Utilities Co-Op Student		22.32		22.77		23.45		23.92
Operations Assistant	14.88	16.95	15.18	17.29	15.64	17.81	15.95	18.17
Janitor	19.34	20.58	19.73	20.99	20.32	21.62	20.73	22.05
Utility Worker	28.20	30.09	28.76	30.69	29.62	31.61	30.21	32.24
Building Maintenance Ice Maker I	30.22	31.99	30.82	32.63	31.74	33.61	32.37	34.28
<i>BMIM1 with 5th Class or Refrigeration Operator cert.</i>	30.74	32.54	31.35	33.19	32.29	34.18	32.94	34.86
Building Maintenance Ice Maker II	32.41	33.37	33.06	34.04	34.05	35.06	34.73	35.76
<i>BMIM2 with 5th Class or Refrigeration Operator cert.</i>	32.94	33.89	33.60	34.57	34.61	35.61	35.30	36.32
Bartender	16.30	17.20	16.63	17.54	17.13	18.07	17.47	18.43
Skate Shop Supervisor	21.80	23.11	22.24	23.57	22.91	24.28	23.37	24.77
Programing Administration Assistant	22.61	23.97	23.06	24.45	23.75	25.18	24.23	25.68
Program Assistant II	24.65	26.35	25.14	26.88	25.89	27.69	26.41	28.24
Recreation Programmer II	34.19	36.29	34.87	37.02	35.92	38.13	36.64	38.89

*Rate took effect July 30, 2020, due to reclassification, not bargaining.

Rate of pay for Truck Drivers

The parties hereby agree that the (January 1, 2020) Step 2 Truck Driver (Curbside, Roll-Off) shall be adjusted to \$32.67 per hour.

This rate will be used to calculate the Step 1 and Step 2 rates in the new Collective Agreement taking effect January 1, 2020.

The new rate of pay will be implemented for affected employees beginning January 1, 2020.

There will be no retro-active adjustment or retro-active pay for employees working in this position during the term of the January 1, 2017 to December 31, 2019, Collective Agreement.

Payments for Specified Certifications – BC EOCP (effective January 1, 2020)

	Level 1	Level 2	Level 3
Water Treatment	40 cents per certification	65 cents per certification	80 cents per certification
Water Distribution	40 cents per certification	65 cents per certification	80 cents per certification
Wastewater Treatment	40 cents per certification	65 cents per certification	80 cents per certification
Wastewater Collection	40 cents per certification	65 cents per certification	80 cents per certification

Letter of Understanding #1 - CUPE/USW Transfer – Benefits Continuation

Between:

The Cowichan Valley Regional District (the Employer)

And

The United Steelworkers, Local 1-1937 (the Union)

CUPE/USW Transfer – Benefits Continuation

The parties hereby agree as follows:

That when an employee of the Cowichan Valley Regional District (CVRD) who is a member of either Canadian Union of Public Employees (CUPE) Local 358 or United Steelworkers (USW) Local 1-1937 is the successful candidate for an external vacancy that requires membership in either CUPE Local 358 or USW Local 1-1937, the employee, if in receipt of benefits at the time of the transfer, will continue to receive, without interruption, all of the core employee benefits and entitlements outlined below:

- British Columbia Medical Services Plan
- Extended Health
- Dental
- Municipal Pension
- Group Life Insurance
- Long Term Disability
- Sick Leave
- Vacation Entitlement

The date of transfer into the new position will be the date that seniority commences and all employees will be required to complete the trial period as per the Collective Agreement. The rate of pay assigned will correspond to the employee's overall probationary status or service with the Employer.

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed this 18th day of DECEMBER, 2020.



CVRD Chair



CVRD Corporate Secretary



For the Union

DP/cm
USW 1-1937

Letter of Understanding #2 - Senior Operator – Water Management Division

Between:

The Cowichan Valley Regional District (the Employer)


And

The United Steelworkers, Local 1-1937 (the Union)

Senior Operator – Water Management Division

1. Senior Operators will receive an additional 3.5 hours' pay per week at the employee's rate, in recognition of the time spent on the telephone outside of work hours resolving CVRD-related work issues.
2. Senior Operators will maintain their spot in the On-Call rotation, but will not be eligible for payment under clauses 11.4 and 11.5(b).
3. Other employees who replace a Senior Operator on a temporary basis may be eligible to receive the rate of pay (if otherwise permitted under the Collective Agreement), and may choose to receive either their regular rotation pay or the Senior Operator rotation pay as per this Letter of Understanding, but not both.
4. Either party may terminate this Letter of Understanding upon the expiry of thirty (30) days' written notice.
5. Until the second Senior Operator vacancy is filled, the employee covering the vacancy shall receive the additional 3.5 hours of pay per week, effective the date the position was left vacant (July 18, 2016).

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed this 18th day of DECEMBER, 2020.



CVRD Chair



CVRD Corporate Secretary



For the Union