

**MASTER AGREEMENT**

**TOWN OF LAKE COWICHAN**

**AND**

**UNITED STEELWORKERS LOCAL 1-1937**

**JUNE 15, 2017 – JUNE 14, 2021**

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THIS AGREEMENT entered into this                      day of                      , 2017.

BETWEEN

**TOWN OF LAKE COWICHAN**  
(Hereinafter known as the "Employer")  
OF THE FIRST PART

AND

**UNITED STEELWORKERS LOCAL 1-1937 C.L.C.**  
(Hereinafter known as the "Union")  
OF THE SECOND PART

**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 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 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.

Where Employer or Council is referenced throughout the Collective Agreement, they shall be defined as the Town of Lake Cowichan Council or its designate.

Wherever masculine reference is used in this Agreement it is deemed to include the equivalent female reference.

**ARTICLE I - BARGAINING AGENCY**

**SECTION 1: RECOGNITION**

- (a) The Employer recognizes the Union as the sole collective bargaining agency of the employees of the Employer at Lake Cowichan except confidential employees and those employees with the authority to hire or discharge.
- (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 XIX, Section 1, Step Three and in the event of failure to reach a satisfactory settlement it shall be dealt with by arbitration and set forth in Article XX, Section 1.



- (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 (b) herein.

#### **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 the employer and Union. Where such employer approved meetings are held during working hours, authorized employees' time will not be deducted for attending such meetings.

#### **SECTION 3: BARGAINING AUTHORITY**

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

#### **SECTION 4: ACCESS TO OPERATION**

Official Union representatives shall obtain access to the Employer's operations 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.

### **ARTICLE II - EMPLOYER'S RIGHTS**

#### **SECTION 1: MANAGEMENT AND DIRECTION**

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

#### **SECTION 2: HIRING AND DISCIPLINE**

- (a) The Employer shall have the right to select its employees and to discipline or discharge them for proper cause. The Employer will ensure that whenever an employee is disciplined for any reason, a Shop Committee Member or Union Business Agent will be present. An employee and the Union shall be provided in written form, any types of discipline placed on an employee's file within two (2) days.
- (b) After one (1) year, all disciplines will be removed from the employee's file, unless the supervisor or administrator recognizes the specific discipline as severe. Then they will put in writing to the employee that the discipline will remain on file for a further period of time. If a disagreement arises out of how long the discipline will remain on file, the employee, with the union, will have the right to review the decision with management and if no agreement is reached, it is grievable.

## ARTICLE III - 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 supervisors and foremen the policy herein expressed.

### SECTION 2: UNION SHOP

All employees who entered the employment of the Employer on or after the 15th day of June, 1954, and all new employees shall, within thirty (30) calendar days after the execution of this Agreement, or thirty (30) calendar days after entering employment, whichever date last occurs, become members of the Union and maintain membership therein throughout the terms of this Agreement, as a condition of continued employment.

### SECTION 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.

### SECTION 4: DISCHARGE OF NON-MEMBERS

Any employee who fails to maintain his 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 his membership.

### SECTION 5: UNION MEMBERSHIP

- (a) No employee shall be subject to any penalties against his application for membership or reinstatement, except as may be provided for in the United Steelworkers Constitution and in accordance with the By-Laws of the following Local Unions: Nos. 1-1937 and 1-2009.
- (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.

### SECTION 6: CHECK-OFF

- (a) The Employer shall require all new employees at the time of hiring to execute an assignment of wages in duplicate, the forms to be supplied by the Union. Said forms to be forwarded to the Union not later than fifteen (15) calendar days following the date of hiring.
- (b) The assignment in the case of employees already members of the Union shall be effective immediately, and for those employees not previously members of the Union, it shall become effective thirty (30) calendar days from the date of execution.
- (c) The Local 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.
- (d) The Employer shall remit the dues deducted pursuant to such assignment (until and unless said assignment is revoked by the employee) to the Local Union named therein 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. Such deduction shall appear on each employee's annual Statement of Remuneration (T4).

#### **SECTION 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 Employer, whichever date last occurs.

### **ARTICLE IV - SHOP COMMITTEE**

#### **SECTION 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.

#### **SECTION 2: COMPOSITION**

The Shop Committee shall consist of not less than three (3) employees and not more than seven (7) employees with completed probationary period of employment with the Employer who are members of the Union and, wherever possible, they shall be selected on a departmental basis.

#### **SECTION 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 the said Committee. No member of the Shop Committee will be recognized by the Employer unless the above procedure is carried out.

#### **SECTION 4: EXCEPTIONS**

The provisions of Sections 1, 2 and 3 will not apply in reference to Article XVIII- Accident Prevention Committee - where the members are designated according to the provisions of the Workers Compensation Act.

### **ARTICLE V - HOURS OF WORK**

#### **SECTION 1: HOURS AND OVERTIME**

- (a) The regular hours of work shall be eight (8) hours per day and forty (40) hours per week with rate and one-half for any hours worked over eight (8) hours per day and forty (40) hours per week. Any work performed in excess of ten (10) hours per day shall be paid at double rate. Employees shall be paid rate and one-half for the first day of rest regardless of the number of hours worked during the week. Employees shall be paid double their normal rate for any work performed on the second day of rest regardless of the number of hours worked during the week.
- (b) Instead of cash payment for overtime worked, an employee may choose to bank overtime worked. This bank is maintained in dollars earned. Such banked time may be taken as time off at the appropriate overtime rate at a time selected by mutual agreement of the employee

and the employer or as cash payment. All employees who choose to bank overtime shall be entitled to maintain a standing overtime bank of eighty (80) hours maximum, which bank may be carried forward year to year.

- (c) In the case of provincially declared state of emergencies, banking time will not be allowed.
- (d) When employees are paid from their overtime bank they will be paid the rate that was in effect at the time the overtime was earned.
- (e) If an employee is required to work more than ten (10) hours straight, a meal allowance of fifteen dollars (\$15.00) will be provided per worker.

#### SECTION 2: TUESDAY TO SATURDAY WORK

It is agreed that litter, gardening and washroom maintenance employees can be employed on a Tuesday to Saturday workweek by mutual consent of all employees listed on the 2013 Seniority List. Employees will be paid straight time for Saturday work. In such event, Sunday and Monday will be recognized as their rest days and any work performed on their rest days will be paid for at their normal rate and one-half for the first rest day and double their normal rate for second rest day.

#### SECTION 3: WEDNESDAY TO SUNDAY WORK

It is agreed that litter, gardening and washroom maintenance employees can be employed on a Wednesday to Sunday workweek by mutual consent of all employees listed on the 2013 Seniority List. Employees will be paid straight time for Saturday and Sunday work. In such event, Monday and Tuesday will be recognized as their rest days and any work performed on their rest days will be paid for at their normal rate and one-half for the first rest day and double their normal rate for second rest day.

#### SECTION 4: COMPLETION OF AFTERNOON SHIFT

- (a) It is agreed between the Parties that if two (2) hours or less are necessary after midnight Friday, or after midnight preceding a Statutory Holiday to complete the shift which commenced work on Friday afternoon or the afternoon preceding the Statutory Holiday, time worked after midnight Friday or after midnight preceding a Statutory Holiday to complete the particular shift will be paid at straight time.
- (b) Notwithstanding anything to the contrary contained in this Agreement, it is further agreed that in all three-shift operations, the time established as the regular starting time of the midnight shift following a Statutory Holiday shall not be changed by reason of the Statutory Holiday.

#### SECTION 5: SHORT SHIFT CHANGE

- (a) When an employee changes from one shift to another with one day of rest they will be paid a premium of rate and one-half for the day lost.
- (b) When an employee changes from one shift to another with no day of rest they will be paid a premium of rate and one-half for the first two days of their new shift.

#### SECTION 6: THREE-SHIFT OPERATIONS

- (a) The Employer shall have the right to manage the Public Works Operation or any part thereof on a three-shift basis and all employees working under this arrangement shall receive eight (8) hours pay upon completion of the full hours established as their regular shift. Details of shifts shall be varied at the Employer's option.

- (b) It is agreed that Clause (a) above shall only apply to those employees actually working on a three-shift basis.
- (c) The Employer shall have the right to determine the number of shifts operated in any unit or department of the operation.
- (d) Where less than three (3) shifts are worked, Clause (a) above shall not apply.

**SECTION 7: SWING SHIFT**

The working force on the day shift shall alternate with the working force on the afternoon shift on a regular basis as agreed upon by the Employer and the Shop Committee.

**SECTION 8: POSTED HOURS OF WORK**

- (a) The posted hours of work of the regular day shift shall be from between 8:00 a.m. and 4:30 p.m. If an employee is called in prior to the posted hours of work of the day shift, the employee shall be paid at rate and one-half for those hours worked prior to the posted starting time regardless of the number of hours worked, except for the shift change prompted as in (b) below.
- (b) This shift may be moved ahead during the summer months by mutual consent between the Employer and the employees. For example, by mutual agreement, the hours of work could be arranged to be from 7:00 a.m. to 3:30 p.m., but the provision of (a) above shall apply.
- (c) The operation shall be run on a two-shift basis during the winter months during extreme weather conditions for snow removal and the hours of work for this second shift shall be from midnight to 8:00 a.m. and the employees working this shift shall receive eight (8) hours pay for this shift.
- (d) Where a change in shift during the week becomes necessary and there is less than twelve (12) hours between changes in shift, overtime rates will be paid for the first shift after the change. For example, day shift Monday to graveyard shift Tuesday.

**SECTION 9: NO WORK GUARANTEES**

The foregoing provisions of this Article shall not be construed as guaranteeing to any employee any number of hours of work per day or week.

**SECTION 10: REST PERIODS**

All employees shall be entitled to two ten-minutes rest periods during each regular shift; one in the first half and one in the second half of the shift plus an additional ten (10) minutes rest period to be taken, in increments of two (2) hours, for hours worked beyond the regular shift.

**ARTICLE VI - 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 manpower.

## 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

(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 setback for a period of three (3) months and for a further period of three (3) months he/she will be paid an adjusted rate which will be midway between the rate of his/her regular job at the time of the setback and the rate of his/her new regular job. At the end of this 6-month period, the rate of his/her new regular job will apply.

(i) However, such employee will have the option of terminating his/her employment and accepting severance pay as outlined in Section 5 below, providing he/she exercises this option within the above-referred-to 6-month period.

(b) Following an application of (a) above, where an employee is set back to a lower paid job because of an application of Article XIV - Seniority brought on by mechanization, technological change or automation, he/she will receive the rate of his/her regular job at the time of the set-back for a period of three (3) months, he/she will be paid an adjusted rate which will be midway between the rate of his/her regular job at the time of the setback and the rate of his/her new regular job. At the end of this 6-month period, the rate of his/her new regular job will apply.

## SECTION 5: 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 Section 4(b) above.

## ARTICLE VII – WAGES

### SECTION 1: RATES

- (a) The salaries and wages to be paid by the Employer to the employees shall be those set forth in Appendix #1 attached hereto and forming part of this Agreement
- (b) Dirty Work Premium - Employees required to be in contact with raw sewage shall receive a premium of ten percent (10%) of their wage per hour while so engaged as authorized by the supervisor.
- (c) Employees holding Wastewater, Water Treatment and Water Distribution Certificates will receive a sixty cent (\$0.60) per hour increase per ticket per level.

- (d) While operating the garbage truck, workers will receive an additional forty cents (\$0.40) per hour premium for each hour worked.
- (e) While operating the screening plant, an employee in Category I or II shall receive a sixty cent (\$0.60) per hour premium for each hour worked.

#### **SECTION 2: RATE REVISION**

- (a) The above-mentioned wage scale is approved by both parties and may, subject to the mutual consent of both Parties, be revised once annually.
- (b) Rates for new equipment or categories shall be negotiated by the Union and Employer immediately upon commencement in the operation. The Employer further agrees to notify the Local Union by letter giving sufficient advance notice of new categories or equipment so that new rates can be negotiated (where practicable) prior to commencement of operation.

#### **SECTION 3: SHIFT DIFFERENTIAL**

The first shift, which may vary in individual operation, is the recognized day shift. Hours worked outside the recognized day shift will be regarded as the second and third shifts. Premium rate of Twenty eight (.28) cents per hour will be paid for second and third shifts. A day shift employee working in excess of eight (8) hours will be paid rate and one-half without the differential. Persons employed other than on regular shifts shall be paid the twenty-eight (\$0.28) cents premium rate for all hours worked outside the recognized day shift.

#### **SECTION 4: TIME LOSS PAY FOR UPGRADING TICKETS**

- (a) It is agreed that the Employer will pay lost time wages for the upgrading of tickets required on the job, such as Driver's License, Air Tickets, Water/ Wastewater Tickets or other necessary tickets required on a job category such as sewer inspections. Mileage will be paid as per town travel policy when personal vehicle is used.
- (b) Where medical examination is required to maintain a professional driver's license as a condition of employment, the employer shall reimburse such medical examination cost upon proof of payment.

#### **SECTION 5: TICKET UPGRADE**

When there is a ticket upgrade the Union and the Employer will review and negotiate a new premium rate to reflect the new level of skill.

#### **SECTION 6: MUNICIPAL CLERICAL PREMIUM**

Municipal Clerical premium of \$1.00 per hour will be paid to a Clerical Employee of a lesser category who fills in for part time duties of the Accounting Clerk.

### **ARTICLE VIII - PAY DAYS**

The Employer shall provide for paydays every second Thursday and each employee shall be furnished with an itemized statement of earnings and monthly deductions.

Implementation of automatic payroll deposit system will result in deposits being credited by 7:00 a.m. on Friday mornings.

## ARTICLE IX - STATUTORY HOLIDAYS

### SECTION 1: STATUTORY HOLIDAYS

(a) All employees who work on:

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

and any other statutory holidays proclaimed by the Federal or Provincial Governments shall be paid rate and one-half for all hours worked.

(b) An hourly rated employee who qualifies for any of the holidays named in Section 1(a) herein, in accordance with the conditions set out in Section 2, shall be paid for the said holiday at his regular job rate of pay for his regular work schedule.

### SECTION 2: QUALIFYING CONDITIONS

(a) An employee, to qualify for Statutory Holiday pay, must comply with each one of the following three conditions:

- (i) Have been on the payroll thirty (30) calendar days immediately preceding the holiday.
- (ii) Have worked their last regularly scheduled work day before, and their first regularly scheduled work day after the holiday, unless their absence is due to illness, compensable occupational injury, or is otherwise authorized by the employer.
- (iii) Notwithstanding (ii) above, the employee must have worked one regularly scheduled day before and one day after the holiday, both of which must fall within a period of sixty (60) calendar days.

(b) In case of injury or illness in (ii) above, the Employer shall have the right to request a medical certificate.

(c) Employees while on leave of absence under Article XV, Section 7 (a) or any employees while members of a negotiating committee under Section 7 (b) thereof shall not qualify for paid statutory holidays.

### SECTION 3: SUNDAY HOLIDAYS

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

### SECTION 4: WEEKLY WORK SCHEDULE

Hours paid as Statutory Holiday pay shall not be included in the weekly work schedule.



**SECTION 5: STATUTORY HOLIDAY SHIFT**

An employee working on a statutory holiday shall be paid in addition to their regular wages for the statutory holiday rate and one-half for any hours worked on a shift designated as the statutory holiday.

**SECTION 6: PERSONAL FLOATING HOLIDAY**

This Section becomes effective January 1, 1979. This Personal Floating Holiday is in lieu of the proposed Heritage Day, but this Section shall not come into operation on its effective date if Heritage Day has been proclaimed.

(a) Qualifying conditions

When the Personal Floating Holiday is taken, an employee shall be paid for the said holiday at his regular job rate of pay for his regular work schedule, subject to the following conditions:

- (i) A new employee must have been on the payroll for not less than 90 consecutive calendar days to qualify for the Personal Floating Holiday.
- (ii) An employee will not qualify for the Personal Floating Holiday if on leave of absence for more than nine (9) months in the contract year, except in the case of sickness or injury.
- (iii) An employee shall apply on an approved form, at least seven (7) days in advance for his Personal Floating Holiday. The employee shall receive notices of the disposition of his/her request a minimum of seventy-two (72) hours prior to the requested Personal Floating Holiday.
- (iv) If an employee is required to work on his Personal Floating Holiday after a definite date has been designated for such holiday, the employee shall be paid overtime for such work at the rate of time and one-half. The employee will then be entitled to take the holiday with pay at a later date to be mutually agreed upon.
- (v) Personal Floating Holiday not taken or scheduled by April 15th. of each contract year will be scheduled by management.
- (vi) A Personal Floating Holiday shall not be scheduled on an employee's regular rest day.
- (vii) Where an employee chooses Saturday or Sunday as a Personal Floating Holiday, straight time rates will apply.

**ARTICLE X - VACATIONS WITH PAY**

**SECTION 1: ONE TO TWO YEARS' SERVICE: TWO WEEKS**

- (a) The annual vacation for employees with one (1) to two (2) years' service covered by this agreement shall be two (2) weeks and the pay therefore shall be based upon five (5%) of the total wages or salary earned by the employee during the working year effective June 30, 1980.

- (b) An employee with one (1) to two (2) years' service whose employment is terminated shall receive vacation pay at the rate of Five percent (5%) of the total wages effective June 30, 1980.

**SECTION 2: TWO TO SEVEN YEARS' SERVICE: THREE WEEKS**

- (a) An employee with two (2) or more years' continuous service shall receive an additional one (1) weeks' vacation with pay, based on two percent (2%) of the total wages or salary earned by the employee during the working year.
- (b) The additional one (1) week may be taken when convenient for the Employer but does not have to be consecutive with the vacation period provided for in Section 1 herein.
- (c) An employee with two (2) or more years' continuous service whose employment is terminated shall receive vacation pay at the rate of seven per cent (7%) effective June 30, 1980.

**SECTION 3: SEVEN TO FOURTEEN YEARS' SERVICE: FOUR WEEKS**

- (a) An employee with seven (7) or more years' continuous service shall receive a further additional one (1) weeks' vacation with pay, based on two percent (2%) of the total wages or salary earned by the employee during the working year.
- (b) The additional one (1) week may be taken when convenient for the Employer but does not have to be consecutive with the vacation periods provided for in Sections 1 and 2 herein.
- (c) An employee with seven (7) or more years' continuous service whose employment is terminated shall receive vacation pay at the rate of nine percent (9%) effective June 30, 1980.

**SECTION 4: FOURTEEN TO TWENTY-TWO YEARS' SERVICE: FIVE WEEKS**

- (a) An employee with fourteen (14) or more years' continuous service shall receive a further additional one (1) weeks' vacation with pay, based on two percent (2%) of the total wages or salary earned by the employee during the working year.
- (b) The additional one (1) week may be taken when convenient for the Employer but does not have to be consecutive with the vacation period provided for in Section 1 herein.
- (c) An employee with fourteen (14) or more years' continuous service whose employment is terminated shall receive vacation pay at the rate of eleven percent (11%) effective June 30, 1980.

**SECTION 5: TWENTY-TWO TO THIRTY YEARS' SERVICE: SIX WEEKS**

- (a) An employee with twenty-two (22) or more years' continuous service shall receive a further additional one (1) weeks' vacation with pay, based on two per cent (2%) of the total wages or salary earned by the employee during the working year.
- (b) The additional one (1) week may be taken when convenient for the Employer but does not have to be consecutive with the vacation period provided for in Section 1 herein.

- (c) An employee with twenty-two (22) or more years' continuous service whose employment is terminated shall receive vacation pay at the rate of thirteen per cent (13%) effective June 30, 1980.

**SECTION 6: THIRTY YEARS AND OVER: SEVEN WEEKS**

- (a) An employee with thirty (30) or more years' continuous service shall receive a further additional one (1) weeks' vacation with pay, based on two percent (2%) of the total wages or salary earned by the employee during the working year.
- (b) The additional one (1) week may be taken when convenient for the Employer but does not have to be consecutive with the vacation period provided for in Section 1 herein.
- (c) An employee with thirty (30) or more years' continuous service whose employment is terminated shall receive vacation pay at the rate of fifteen percent (15%) effective June 30, 1989.

**SECTION 7: VACATION TIME**

- (a) Vacations for employees shall be taken at such time as mutually agreed upon by the Shop Committee and the Employer when quantity and regularity of production shall not be impaired
- (b) All earned vacations must be taken. The Employer has established a common cut-off date of August 15th of each contract year for the payment of vacation pay.
- (c) Seniority with the employer shall be the determining factor for all requests submitted by January 31<sup>st</sup> of each year.
- (d) United Steelworkers, Local 1-1937 employees will receive their regular rate of pay per vacation day while on vacation, with the balance of vacation pay owed to be paid out on August 15th of each year.
- (e) Those United Steelworkers, Local 1-1937 employees who wish to do so shall receive a lump sum (drag) against their vacation pay, up to the amount earned, less deductions. Prior arrangements shall be made with the town's payroll department at least 5 days in advance.
- (f) All lump sum (drag) and vacation payouts shall be by separate cheque than the regular payroll cheque.
- (g) Vacation shall be taken within twelve (12) months of the employee's anniversary date.
- (h) At the Employer's discretion an Employee may utilize their to-date accrued vacation time in the current year.
- (i) After January 31<sup>st</sup> cutoff date, when an employee gives seven (7) days' notice of a request for planned vacation, the employer shall respond within seven (7) days. Where less than seven (7) days' notice is provided, the employer reserves the right to respond on the basis of work requirements.

**SECTION 8 : 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 Workers Compensation up to a period of one (1) year, provided the employee returns to his employment.
- (b) Absence due to illness up to a period of one (1) year, provided that the employee returns to his employment. The employer shall have the right to require a certificate from a qualified medical practitioner.
- (c) 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.

**SECTION 9 : EMPLOYMENT STANDARDS ACT**

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

**ARTICLE XI - CALL TIME**

**SECTION 1 : WHERE NO WORK**

- (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 two (2) hours at the usual rate. This shall not apply if the Employer gives sufficient notice cancelling said call.
- (b) An employee called out to work on overtime and finds no work available, shall receive two (2) hours pay at the applicable overtime rate. If he commences work and is sent home, he will be guaranteed four (4) hours at the applicable overtime rate. The Employer may at their discretion find alternate work to be completed for the four (4) hours of pay.

**SECTION 2 : WHERE WORK COMMENCES**

In the event that an employee commences work on his shift and the operation closes prior to the completion of two (2) hours' work, the employee shall receive four (4) hours' pay.

**SECTION 3 : ADVANCE NOTIFICATION**

One week advanced written notification will be given to all employees of any lay-offs.

**SECTION 4 : DEPARTMENT SENIORITY**

Call-ins are to be called first by departmental seniority and then by inter departmental seniority and cross over may apply.

**SECTION 5 : CASUAL ON CALL EMPLOYEES**

For vacancies for all pre-approved time off by Municipal Office Staff preference shall be given to the Casual on Call Employees first.

**SECTION 6: STANDBY**

Two hours call out time is to be paid, per day at regular rate as a premium if employee is required to be on standby for work.

**ARTICLE XII - HEALTH & WELFARE**

**SECTION 1: INSTITUTION**

It is agreed that a health and welfare plan be instituted in accordance with the principles hereinafter set out. The name of the plan shall be: FIR Labour Relations Ltd Policy 8945. This Article will be updated as to United Steelworkers – Coast Master Agreement Plan 8944 Class 10 whenever changes occur. Medical coverage including extended health benefits shall be provided by the employer at no cost to regular full time and part time employees working twenty (20) hours or more per week.

**SECTION 2: BOARD OF TRUSTEES**

The Board of Trustees composed of four (4) members representing USW and four (4) members representing Forest Industrial Relations Limited, are responsible for the administration of the USW-Coastal Forest Industry Health and Welfare Plan. The Trustees are also responsible for the selection of carrier, funding, adjudication of compassionate appeals and Health and Welfare problems directly related to the Plan.

**SECTION 3: INSURANCE COVERAGE**

The following coverage will be instituted as per the USW Coast Master Agreement:

- (a) Group Life Insurance for each qualified employee:

Effective June 15, 2017	\$120,000.00
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- (b) Accidental Death & Dismemberment Insurance for each qualified employee, with 24 hour coverage on or off the job:

Effective June 15, 2017	\$120,000.00
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- (c) Weekly Indemnity as follows:

Weekly Indemnity benefit rate will be equal to the Employment Insurance weekly rate plus one hundred dollars (\$100.00).

The Union agrees that if the Employer maintains Weekly Indemnity Plan benefits which will meet the standard requirements for full premium reduction for "wage loss replacement plan under the Employment Insurance Act", the employees' 5/12" share of the premium reduction is retained as payment in kind in the provisions of the Weekly Indemnity Plan benefits.

**SECTION 4: MEDICAL COVERAGE**

Medical coverage including extended health benefit coverage shall be provided by the Employer at no cost to the employee.

The Extended Health Benefit coverage shall include:

- (i) Hospitalization coverage up to a maximum of \$8.50 per day;
- (ii) Employees requiring prescription safety glasses will be reimbursed two hundred dollars (\$200.00) every two (2) years when receipts are provided.

The Extended Health Benefit Plan's lifetime maximum payable is as follows:

- (iii) \$250,000 June 15, 2017
- (iv) \$300,000 June 15, 2018

All provisions are not listed, please reference the policy booklet.

#### **SECTION 5: GENERAL PRINCIPLES**

- (a) Premium cost for insurance shall be paid for by the Employer.
- (b) Participation in the Plan is to be a condition of employment.
- (c) Any new employee who has not had previous coverage will be eligible for coverage on the first day of the month following the month employment started.
- (d) Coverage during layoff will be provided as follows:
  - (i) Employees with one (1) or more years' seniority - six (6) months;
  - (ii) Employees with more than four (4) months' but less than one (1) year's seniority - three (3) months.
- (e) In order for reinstatement of layoff coverage to occur there must be a return to regular full-time employment. An employee returns to regular full-time employment when he is employed for ten (10) working days within a floating period of thirty (30) consecutive days.
  - (i) Also, an employee who returns to work for at least one (1) working day and less than ten (10) working days will be covered for that month, in addition to any layoff coverage to which he was entitled, if the recall occurred during the period of layoff coverage.
- (f) There will be no duplication of Weekly Indemnity and Pension Plan payments.
- (g) Coverage for medical and dental will be extended to include dependents of regular employees who are over the age of 21 but not over the age of 25 who are attending recognized educational institutions.

#### **SECTION 6: ADDED COVERAGE**

- (a) It is agreed that in the event that an employee is absent from work due to illness or an injury off the job for a period beyond two (2) weeks, he/she will receive wage indemnity retroactive to the first day of absence.

- (b) It is further agreed that if an employee is absent due to sickness for a period of more than two (2) days and produces a doctor's certificate, he will be paid Health and Welfare rate for the third, fourth and fifth days of absence due to sickness; Saturday and Sunday to be counted as days worked.
- (c) It is further agreed that the cost of this first week of coverage will be borne solely by the Employer and will have no effect on the insurance carriers.
- (d) In the case of disability caused by non-occupational illness, Weekly Indemnity benefits will be payable commencing the first day of such absence where the illness results in the claimant being hospitalized as a bed patient, and in cases where surgery is performed which necessitates loss of time from work.

**SECTION 7: DENTAL PLAN**

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

- (i) Basic dental services (Plan A) - Plan pays 80% of approved schedule of fees.
- (ii) Plan B - the Plan pays 60% of approved schedule of fees.
- (iii) Plan 'C' (Orthodontic) – Plan pays 60% of approved schedule of fees.

(b) The principles set out in Section 5 shall apply to the Dental Plan.

**SECTION 8: SICK LEAVE**

(a) Sick Leave/Child Care (direct family) days are to be earned at a rate of one (1) day per month to a maximum of ten (10) days, and that medical certification may be required if off more than three (3) consecutive days. No payout of accumulated sick leave/child care days will occur on termination or leaving employ.

- (i) Direct Family is defined as; a member of the permanent employees immediate family, under the care of a permanent employee and who lives with the employee as a member of the employee's family, or is institutionalized/hospitalized and when no one at the direct family member's home can provide for the needs of the ill dependent.

**SECTION 9: IMMUNIZATIONS**

All employees who are required to come into contact with garbage, sewage (including excrement/fecal matter in public washrooms) and first aid attendants shall be immunized against Hepatitis A and B at the Employers expense.

**ARTICLE XIII - LONG TERM DISABILITY**

A Long Term Disability Plan will be provided based on the following general principles:

- (a) The Plan to be funded on a 50/50 cost sharing basis with contributions from both the employer and the employee will be one dollar and twenty cents (\$1.20) per hour, per employee per hour worked, of which the employer will contribute sixty cents (\$0.60) per hour and the employee will contribute sixty cents (\$0.60) per hour and will be kept current with the FIR Plan increases.

- (b) A Board of Trustees will be constituted with equal representation from the Union and the Employer, to be responsible for establishing the terms of the Plan and the on-going administration.
- (c) The Trustees will select a qualified actuary to assist them and to ensure the establishment of actuarially sound reserves to fund the benefits provided by the Plan.
- (d) The Trustees will enter into a Trust Agreement which will include provisions for a procedure to settle any major dispute that may arise with regard to the provisions of the Plan.

## **ARTICLE XIV – SENIORITY**

### **SECTION 1: PRINCIPLE**

- (a) The Employer recognizes the principle of seniority, competency considered. In the application of seniority, it shall be determined first by department and second by plant seniority.
- (b) Promotions shall be entirely a matter for the Employer's decision; likewise selection of supervisory officials, but in making such selection or promotion and other things being equal, length of continuous service shall be given due consideration.

### **SECTION 2: REDUCTION OF FORCES**

- (a) 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. When recalling after a period of lay-off following a reduction of forces, an employee shall be recalled in order of his plant seniority subject to the competency of the person involved and the provisions of Section 1.
- (b) The Town of Lake Cowichan gives its assurance that there will be no reduction in the regular work force (specifically no reduction below the number of regular hours worked by the regular works crew in 1994) during the term of this agreement.

### **SECTION 3: RETENTION DURING LAY-OFF**

It is agreed between the Parties that seniority during lay-offs 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 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 their employees and it shall be the employee's responsibility to notify his/her employer of any change of address.



**SECTION 4: JOB POSTING**

Vacancies for other than base rate jobs shall be posted on the internal web page, and there is no onus on the Employer to notify Employees other than the posting boards and the internal web page for five (5) working days.

**SECTION 5: DEPARTMENTS**

This operation operates under departmental seniority. These departments shall be called Public Works and Parks and Municipal/Protective Services.

**SECTION 6: PROBATIONARY PERIOD**

Notwithstanding anything to the contrary contained in this Agreement, save and except the provisions of Clause (b) of this section, it shall be mutually agreed that all employees are hired on probation, the probationary period to continue for sixty (60) employer paid 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 sixty (60) employer paid days, they shall be regarded as regular employees, and shall then be entitled to seniority dating from the day on which they entered the Employer's employ, provided however that the probationary period of sixty (60) employer paid days shall only be cumulative within ninety (90) calendar days following the date of entering employment.

**SECTION 7: HIRING PREFERENCE**

It is mutually agreed that when hiring new employees, consideration for preference shall, subject to the same conditions as in Section 1, be given to those employees of the Employer having had previous seniority and who have applications on file. Notwithstanding the foregoing, returned employees with required qualifications shall have preference over all applicants.

**SECTION 8: 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 9: 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 once each month of changes to the said list.

**SECTION 10: REINSTATEMENT**

In any case where an employee has been transferred by the Employer to a supervisory position and at a later date ceases to be a supervisory worker and the Employer desires to retain his services, it is hereby agreed that reinstatement can be made within the bargaining unit provided however that supervisory workers reinstated in the bargaining unit must return to the job held at the time of their promotion to a supervisory position.

**SECTION 11: NOTICE OF TERMINATION OR PERMANENT LAYOFF**

- (a) In the event that the Employer desires to terminate or permanently lay off the services of an employee, it shall advise the employee in writing, at least thirty (30) days prior to the effective date of such a termination.

(b) Severance pay will be paid at one (1) week's pay or part week for each year or part year of service at the employee's regular weekly rate.

(c) Employees who are discharged or permanently laid off shall be entitled to their severance pay within forty-eight (48) hours.

## **ARTICLE XV - LEAVE OF ABSENCE**

### **SECTION 1: INJURY OR ILLNESS**

The Employer will grant leave of absence to employees suffering injury or illness for the terms 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. The employee shall report or cause to have reported the injury or illness which requires his absence to the Employer as soon as may be reasonably possible.

### **SECTION 2: 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 3: EXTENDED LEAVE OF ABSENCE**

The Employer agrees that no leave of absence will be granted to any employee for the sole purpose of him or her taking paid employment in some other industry, but this Section does not apply to lay-offs. By mutual consent, extended leave of absence will be granted without pay to employees for educational or training purposes or for justifiable reasons that normal vacation periods cannot adequately cover, conditional on the following terms:

- (a) That the employee applies at least one (1) 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) The period of leave shall not be longer than six (6) months except where a training course is of longer duration than six (6) months and then leave may be granted up to twelve (12) months.

### **SECTION 4: 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 he shall be compensated at his regular straight time hourly rate of pay for his regular work schedule for a maximum of three (3) days. Additional time will be granted to Employees needing time for traveling outside the Lower Mainland and Vancouver Island, and pay for these additional days shall be deducted from accrued sick leave to a maximum of three (3).
- (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, step parents, grandparents, grandparents-in-law, grandchildren, sons-in-law, daughters-in-law, step children, brother-in-law and sister-in-law.

- (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.

#### **SECTION 5: PREGNANCY/PARENTAL LEAVE**

A reasonable period of extended Pregnancy/Parental Leave without pay may be granted where there is a valid reason and that medical certification may be required.

#### **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 he 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 his regular straight time hourly rate of pay for his regularly scheduled hours of work. It is understood that such reimbursement shall not be for hours in excess of eight (8) hours per day or forty (40) hours 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.

#### **SECTION 7: 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 the completion of his 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 United 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 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.

#### **SECTION 8: PUBLIC OFFICE**

- (a) The Employer will grant leave of absence for campaign purposes to candidates for Federal, Provincial or Municipal elective public 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 Federal, Provincial or Municipal office shall be granted as much leave as is necessary during the term of such office. Municipal office holders, where the term of public office is served intermittently, shall give the Employer reasonable notice for absences from work for conducting Municipal business.

- (c) The employee who obtains this leave of absence shall return to his/her Employer within thirty (30) calendar days after completion of public office.

## **ARTICLE XVI - HARASSMENT IN THE WORKPLACE**

- (a) A typical definition of personal harassment is “repeated behavior that threatens, intimidates, demeans or belittles an individual or causes personal humiliation.” The Union and the Employer recognize the rights of employees to work in an environment free from harassment. Such grounds include, but are not limited to sex, race, religion, colour, marital status, sexual orientation, family status and disability, as determined by the BC Human Rights Code.
- (b) If there is an allegation of harassment, the employee will inform the next highest level of management not involved in the allegation, in writing, and request assistance resolving this issue within thirty (30) days of the allegation, take steps to resolve the concern as appropriate within the thirty (30) days of the issue being raised by the employee and will discuss the proposed resolution with the employee. An employee shall have the right to have a committee member present during these discussions. All harassment complaints originating in the workplace or employer related functions will be investigated. A Shop Steward pre-appointed by the Local Union will participate in the investigation. Where no Shop Steward is available the Union will appoint one.
- (c) If the proposed resolution is unacceptable to the employee, the employee may proceed with a grievance to be filed at Step 2 of the grievance procedure.

## **ARTICLE XVII – RETIREMENT**

The Employer's policy for retirement is as per the Provincial Legislation.

## **ARTICLE XVIII- ACCIDENT PREVENTION COMMITTEE**

### **SECTION 1: COMPOSITION**

- (a) The Management of every operation shall maintain an Accident Prevention Committee consisting of not more than twelve (12) members and not less than four (4) members.
- (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.

### **SECTION 2: DUTIES**

The general duties of the Accident Prevention Committee shall be as directed by the regulations made pursuant to the Workers' Compensation Act.

### **SECTION 3: PAY FOR MEETINGS**

The Employer will pay straight time rates not exceeding two (2) hours per week to employee members for the actual time spent in attending Accident Prevention Committee meetings outside of working hours.

#### **SECTION 4: MEETINGS DURING WORK**

Where Accident Prevention 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. The Employer will make available time, not to exceed two (2) hours for Tail Gate Safety Meetings, minimum of once a month.

#### **SECTION 5: INVESTIGATIONS**

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

#### **SECTION 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.

#### **SECTION 7: SAFETY EQUIPMENT**

The Employer shall supply, free of cost to the employees, work gloves, hard hats, eye protection, hip waders and rubber gloves of a proper size, or any other safety equipment for specialized jobs.

#### **SECTION 8: COVERALLS**

The Employer will provide and maintain high visibility coveralls for the full time garbage truck operator only. The Employer will provide disposable coveralls as needed for other workers.

Two pairs of coveralls will be supplied each year to the mechanic.

#### **SECTION 9: BOOT ALLOWANCE**

Effective June 15, 2009, the Employer agrees to provide a boot and raingear allowance of up to \$225.00 on a once yearly basis, by reimbursement only, for steel toed safety boots and/or shoes and/or raingear.

### **ARTICLE XIX- ADJUSTMENT OF GRIEVANCES**

#### **SECTION 1: PROCEDURE**

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

##### **Step One**

The individual employee involved, with or without a Shop Steward, shall first take up the matter with the supervisor directly in charge of the work within fourteen (14) days after the date on which the employee involved is notified verbally or in writing, or on which the employee ought to have been aware of the action or circumstances giving rise to the grievance.

##### **Step Two**

If a satisfactory settlement is not reached at Step One, the Shop Committee, shall take up the grievance with either the Superintendent or as designated by the employer. A statement in writing of the alleged grievance by the grievor, together with a statement in writing by the supervisor, shall be exchanged by the Parties concerned. Where the Union advances a grievance as a group grievance, such grievance will begin at Step Two.

### Step Three

If the grievance is not satisfactorily resolved at Step Two, it shall be referred to the Local Union and the CAO. A policy grievance filed or declared by a member of the Shop Committee, the Local Union or by the Employer, shall commence at Step Three of the grievance procedure.

### Step Four

If a satisfactory settlement is not then reached, it shall be dealt with by arbitration as set forth in Article XX.

## SECTION 2: TIME LIMIT

If a grievance has not advanced to the next stage under Step Two, Three or Four within fourteen (14) days after completion of the preceding stage, then the grievance shall be deemed to be abandoned, and all rights of recourse to the grievance procedure shall be at an end. Where the Union is not able to observe this time limit by reason of the absence of the aggrieved employee or the Shop Committee from the workplace, the said time limit shall not apply. The Union shall be bound to proceed in such a case as quickly as may be reasonably possible.

## ARTICLE XX – ARBITRATION

### SECTION 1: INTERPRETATIONS

- (a) In case of any dispute arising regarding the interpretation of this Agreement or the application of Article I, Section 1 thereof, which the Parties hereto are unable to settle between themselves, the matter shall be determined by arbitration in the following manner:
  - i. 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 of the First and Second Parts.
- (c) The Parties agree to jointly seek a permanent interpreter to be agreed upon mutually and shall, if possible, be a superior court judge.
- (d) In the event that the interpreter as provided for in (c) herein is not available 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 Judge, either of the Supreme Court of British Columbia or the Court of Appeal of the Province, to preside as interpreter for the dispute then pending.

### SECTION 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 XIX, 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.

(b) No one shall serve as an Arbitrator who:

- (i) either directly or indirectly has any interest in the subject of the arbitration;
- (ii) has participated in the grievance procedure preceding the arbitration;
- (iii) is, or has been within a period of six (6) months, preceding the initiation of arbitration proceedings, employed by any Local Union of the United Steelworkers, or an Employer directly engaged in the Municipal Government.

(c) The decision of the Arbitrator shall be final and binding upon the Parties of the First and Second Parts.

(d) 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 his 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 re-hire and re-hiring, the amount so received shall be deducted from wages payable by the Employer pursuant to this Section, further provided that the wages so deducted shall be first reduced by the amount required for the payment of fare from the original place of employment and to the place where employed during the period of discharge (or suspension) and return.

(e) The Arbitrator shall be required to hand down his decision within fourteen (14) days following completion of the hearing.

(f) If the Parties fail to appoint a single general arbitrator they shall forthwith request the Honourable Minister of Labour of the Province of British Columbia to appoint the single general arbitrator.

(g) The single general arbitrator appointed shall hold office for a term of three years from his appointment, with one renewable term if the Parties agree.

(h) In the event that the Arbitrator provided for in this Section is not available to preside as Arbitrator under this Section, the Parties agree that they will request the Honourable Minister of Labour of the Province of British Columbia to appoint a temporary placement.

### SECTION 3: COST SHARING

The Parties of the First and Second Parts shall bear in equal proportions the expenses and allowances of the Arbitrator, and stenographic and secretarial expense, and rent connected with his duties as Arbitrator.

**SECTION 4: PLACE OF HEARING**

Any arbitration to be held hereunder shall be held at the City of Vancouver or at such other place as may be decided by the parties.

**ARTICLE XXI - 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, counseled, 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 XXII - CONTRACTING OUT**

The Employer will not hire contractors or sub-contractors to perform any regular maintenance work normally done by the Town crew, while any member of that crew is on lay-off without first offering that work to the laid-off crew member(s).

The Employer may waive this clause in the case of jobs requiring specialized equipment which the Town does not have, specialized skills which the crew does not have, and/or in cases when existing Town equipment is temporarily inoperative.

Garbage collection duties will be taken on by the Public Works Employees June 1, 1987.

Any contractors hired by the Town of Lake Cowichan will be a union contractor, which is recognized by the BC Federation of Labour. If no union contractor bids on work that has been advertised, the normal municipal contract award process will occur.

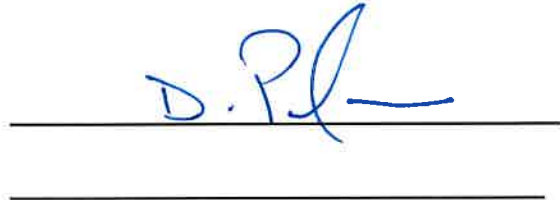


**ARTICLE XXIII - DURATION OF AGREEMENT**

- (a) The Parties hereto mutually agree that this Agreement shall be effective from midnight the 15th day of June 2017, to midnight the 14th day of June 2021 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 14th day of June 2021. If no agreement is reached at the expiration of this Contract and negotiations are continued, the Agreement shall remain in force up to the time an agreement is reached or until negotiations are discontinued by either Party.
  
- (b) The Parties hereto 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. 244, is excluded from the Collective Agreement.

**THE TOWN OF LAKE COWICHAN**

**UNITED STEELWORKERS, LOCAL 1-1937**



DP/cm  
USW 1-1937

**TOWN OF LAKE COWICHAN**

**WAGE SUPPLEMENT - APPENDIX #1**

Certified Mechanic rate is to be increased by one dollar (\$1.00) per hour in addition to the general wage increase retroactive to June 15, 2017 (\* included in the rate)

	<b>Jun 15, 2017 1%</b>	<b>Jan 15, 2018 1%</b>	<b>Jun 15, 2018 1%</b>	<b>Jan15, 2019 1%</b>
<b>Public Works</b>				
Summer Student #1	20.2195	20.4217	20.6259	20.8322
Summer Student #2	20.7447	20.9521	21.1616	21.3732
Category #1	29.4105	29.7046	30.0016	30.3016
Category #2	30.0468	30.3473	30.6508	30.9573
Category #3	30.6629	30.9695	31.2792	31.5920
Head Gardener	31.4608	31.7754	32.0932	32.4141
Certified Mechanic	32.9860 *	33.3159	33.6490	33.9855
Foreman	32.7738	33.1015	33.4325	33.7668
<b>Municipal Office</b>				
Casual On Call	26.5673	26.8330	27.1013	27.3723
Category #1	29.4105	29.7046	30.0016	30.3016
Category #2	30.0468	30.3473	30.6508	30.9573
Category #3	30.6629	30.9695	31.2792	31.5920
<b>Protective Services</b>				
Building Inspector	32.7364	33.0638	33.3944	33.7283
By Law Enforcement	27.0622	27.3328	27.6061	27.8822

	<b>Jun 15, 2019 1%</b>	<b>Jan 15, 2020 1%</b>	<b>Jun 15, 2020 1%</b>	<b>Jan 15, 2021 1%</b>
<b>Public Works</b>				
Summer Student #1	21.0405	21.2509	21.4634	21.6780
Summer Student #2	21.5869	21.8028	22.0208	22.2410
Category #1	30.6046	30.9106	31.2197	31.5319
Category #2	31.2669	31.5796	31.8954	32.2144
Category #3	31.9079	32.2270	32.5493	32.8748
Head Gardener	32.7382	33.0656	33.3963	33.7303
Certified Mechanic	34.3254	34.6686	35.0153	35.3654
Foreman	34.1045	34.4455	34.7900	35.1379
<b>Municipal Office</b>				
Casual On Call	27.6460	27.9225	28.2017	28.4837
Category #1	30.6046	30.9106	31.2197	31.5319
Category #2	31.2669	31.5796	31.8954	32.2144
Category #3	31.9079	32.2270	32.5493	32.8748
<b>Protective Services</b>				
Building Inspector	34.0656	34.4063	34.7504	35.0979
By Law Enforcement	28.1610	28.4426	28.7270	29.0143

### **Chargehands**

if appointed, chargehands will receive an additional remuneration when performing this function of seventy-five (\$.75) cents per hour above their regular job rate.

### **Premiums for Certificates**

Employees holding Wastewater, Water Treatment and Water Distribution Certificates will receive a sixty cent (\$.60) per hour increase per ticket per level

## **WAGE CATEGORIES - SUMMER STUDENTS & PUBLIC WORKS**

### **Summer Student 1**

Grade 12 graduate with definite plans to attend post-secondary education in the fall.

Casual position - no seniority

### **Summer Student 2**

Summer Student I with one or more summers' experience with the Town crew.

Casual position - no seniority

### **Public Works (Pw)**

#### **Category 1**

New employee with minimal experience in public works (equipment operation, pipe laying, concrete work, asphalt paving, single axle truck, etc.)

#### **Category 2**

Employee capable of operating the front-end loader or sweeper or a highly qualified pipe layer.

#### **Category 3**

Employee capable of operating a rubber tired backhoe or a vacuum street sweeper, or a highly qualified Sewer and Water Plant Operator, or a Mechanic.

### **Certified Mechanic**

The minimum qualifications for the Mechanic's position shall be a licensed (TQ) auto mechanic.

### **Public Works Foreman**

Supervision of Public Works personnel under direction of the works Superintendent. Duties include assignment of jobs, maintaining inventory, as-built records, training of new employees, enforcing safety rules.

## **WAGE CATEGORIES - PARKS**

### **Parks (Pk)**

#### **Category 1**

New employee with minimal experience in parks/gardening (weeding, planting, mowing, trimming, fertilizing, etc.).

Seasonal position - winter lay-offs.

#### **Category 2**

Employee capable of operating weed trimmer and walk behind lawn mowers, minimal experience operating ride-on mower, some knowledge of basic gardening techniques.

Seasonal position - winter lay-offs.

#### **Category 3**

Employee with thorough knowledge of gardening and landscaping techniques combined with some leadership skills.

Seasonal position - winter lay-offs.

#### **Head Gardener/Chargehand**

Supervision of parks personnel under direction of the works Superintendent. Duties include planning and assignment of jobs, ordering and purchasing materials, training of new employees, enforcing safety rules.

Seasonal Position - Winter-Lay-offs.

## **WAGE CATEGORIES – MUNICIPAL/PROTECTIVE SERVICES**

### **Municipal Office**

#### **Casual on Call**

Wage rate as per Appendix #1

#### **Category 1**

Cashier/Receptionist

#### **Category 2**

Accounting Clerk 1 and Executive Secretary 1

#### **Category 3**

Accounting Clerk 2 and Executive Secretary 2 (must have completed 5 year)

### **Protective Services**

#### **By law Enforcement Officer**

#### **Building Inspector**

### **ON CALL RATE**

In the absence of the Works Superintendent, the Public Works Foreman or a Category 3 (PW) alternate will receive on-call rate.

Two (2) hours pay per day at their regular rate as a premium for being available for emergency call-out. This is a premium over the pay scale in place for evening and weekend call outs.

### **TRAINING**

The Employer will continue with training opportunities as is the practice and future opportunities will be provided to all employees.


**LETTER OF UNDERSTANDING #1 - OVERTIME BANK**

With reference to Article V section 1 (b) and the Arbitration Settlement dated January 10, 2017, David Campbell shall be entitled to maintain a standing overtime bank to one hundred and fifteen (115) hours maximum, which bank may be carried forward from year to year.

**THE TOWN OF LAKE COWICHAN**

**UNITED STEELWORKERS, LOCAL 1-1937**

  
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**LETTER OF UNDERSTANDING #2 - STUDENTS**

It is understood that students will not be used to replace existing Union positions.

**THE TOWN OF LAKE COWICHAN**

  
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**UNITED STEELWORKERS, LOCAL 1-1937**

  
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**LETTER OF UNDERSTANDING #3 - DIRTY WORK PREMIUM**

It is agreed by both parties that the "Dirty Work Premium" Article VII Section 1 (b) does not apply to those holding Waste Water Certificates.

**THE TOWN OF LAKE COWICHAN**

**UNITED STEELWORKERS, LOCAL 1-1937**

  
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