

FEBRUARY 1, 2022 - JANUARY 31, 2026

COLLECTIVE AGREEMENT

BETWEEN

UNITED STEELWORKERS, LOCAL 1-1937

AND

COMOX VALLEY REGIONAL DISTRICT

FOR

**THE EMPLOYEES AT THE
COMOX VALLEY SPORTS & AQUATIC CENTRES**

Table of Contents

PREAMBLE:	1
ARTICLE 1 - BARGAINING AGENCY	1
Section 1: Recognition	1
Section 2: Bargaining Agency	2
Section 3: Access to Operation	2
Section 4: Bulletin Board.....	2
ARTICLE 2 - EMPLOYER'S RIGHTS	2
Section 1: Management and Direction	2
Section 2: Hiring and Discipline.....	2
Section 3: Employer Policies	2
ARTICLE 3 - UNION SECURITY	2
Section 1: Co-operation	2
Section 2: Union Shop	2
Section 3: Discharge of Non-members	3
Section 4: Union Membership	3
Section 5: Check-off	3
ARTICLE 4 - SHOP COMMITTEE	3
Section 1: Definition.....	3
Section 2: Composition	3
Section 3: Notification.....	3
ARTICLE 5 - JOINT EMPLOYEE/MANAGEMENT COMMITTEE	3
Section 1: Purpose	3
Section 2: Composition	4
Section 3: Collective Agreement Amendments	4
ARTICLE 6 - HOURS OF WORK	4
Section 1: Hours and Overtime	4
Section 2: Banking Overtime.....	4
Section 3: Shift Schedules for Full-Time Employees	5
Section 4: Shift Schedules for Part-Time Employees	5
Section 5: Full and Part-Time Employees – Summary of Lunch and Breaks	5
Section 6: In Service	6
ARTICLE 7 - WAGES	6
Section 1: Rates.....	6
Section 2: New or Significantly Changed Positions	6
ARTICLE 8 - TECHNOLOGICAL CHANGE	6
Section 1: Joint Committee	6
Section 2: Advance Notification	6
Section 3: Retraining	6
Section 4: Rate Adjustment	7
Section 5: Severance Pay	7
ARTICLE 9 – TRAINING	7
Educational Assistance.....	7
ARTICLE 10 - PAYDAYS	7

ARTICLE 11 - STATUTORY HOLIDAYS	7
Section 1: List of Holidays	7
Section 2: Qualifying Conditions	8
Section 3: Weekly Work Schedule	8
Section 4: Statutory Holiday Shift	8
ARTICLE 12 – VACATIONS WITH PAY	8
Section 1: Payment of Vacation Pay	8
Section 2: Banking Vacation Credits	9
Section 3: Vacation Pay on Termination	9
Section 4: Vacation Time: Full-Time Employees	9
Section 5: Vacation Time: Part-Time Employees	9
Section 6: Leave of Absence.....	10
Section 8: Illness Prior to Vacation	11
ARTICLE 13 - CALL TIME	11
Section 1: Call Out.....	11
Section 2: Where No Work Commences.....	11
Section 3: Where Work Commences	11
ARTICLE 14 - HEALTH AND WELFARE	11
Section 1: General Principles	11
Section 2: Insurance Coverage.....	11
Section 3: Illness and Injury Coverage	12
Section 4: Long Term Disability	13
Section 5: Part-Time Employees	13
Section 6: Dental Plan	13
Section 7: Optical Coverage	14
Section 8: Employee and Family Assistance	14
ARTICLE 15 - SENIORITY	14
Section 1: Principle.....	14
Section 2: Reduction and Recall of Forces	14
Section 3: Availability for Recall.....	15
Section 4: Retention During Layoff	15
Section 5: Job Posting	15
Section 6: Probationary Period	15
Section 7: Absence Without Leave	16
Section 8: Seniority List	16
Section 9: Reinstatement.....	16
ARTICLE 16 - LEAVE OF ABSENCE.....	16
Section 1: Injury or Illness	16
Section 2: Maternity Leave	16
Section 3: Written Permission	16
Section 4: General Leave.....	16
Section 5: Bereavement Leave.....	17
Section 6: Jury Duty	17
Section 7: Union Business	17
Section 8: Family Responsibility Leave.....	18
Section 9: Compassionate Leave.....	18
ARTICLE 17 - JOINT OCCUPATIONAL HEALTH AND SAFETY COMMITTEE	18
Section 1: Composition	18
Section 2: Duties	18
Section 3: Pay for Meetings and Investigations	18
Section 4: Serious Incident.....	18
Section 5: Cessation of Work	19
ARTICLE 18 - EQUIPMENT	19

ARTICLE 19 - CLOTHING ALLOWANCE	19
ARTICLE 20 - ADJUSTMENT OF GRIEVANCES	19
Section 1: Procedure	19
Section 2: Time Limit	19
ARTICLE 21 - ARBITRATION	20
Section 1: Grievances	20
Section 2: Cost Sharing	20
Section 3: Place of Hearing	20
ARTICLE 22 - CONTRACTORS AND SUBCONTRACTORS	20
ARTICLE 23 - STRIKES AND LOCKOUTS	20
ARTICLE 24 - DURATION OF AGREEMENT	21
SCHEDULE OF WAGES	22
LETTER OF UNDERSTANDING	24
RE: Hearing Aids & Othotics	24
LETTER OF AGREEMENT	25
LETTER OF AGREEMENT	26
RE: Signing Bonus	26

2022 – 2026 COLLECTIVE AGREEMENT

THIS AGREEMENT entered into this 31st day of May, 2022.

BETWEEN:

COMOX VALLEY REGIONAL DISTRICT

For the Employees at the

COMOX VALLEY SPORTS & AQUATIC CENTRES

(Hereinafter known as the "EMPLOYER")

OF THE FIRST PART

AND:

UNITED STEELWORKERS, LOCAL 1-1937

(Hereinafter known as the "UNION")

OF THE SECOND PART

(Collectively known as "The Parties")

PREAMBLE:

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

The Employer and the Union agree to abide by the terms set out in this Agreement. The Union further agrees that it will at all times instruct its members to act in accordance with the terms contained in the Agreement. The Employer agrees, in the exercise of the functions of the Employer, that the provisions of this Agreement will be carried out.

The Employer undertakes to operate the CVRD Sports and Aquatic Centres for as many days as possible each year, the total number of days contingent upon the operational requirements of the CVRD Sports and Aquatic Centres from year to year.

ARTICLE 1 - BARGAINING AGENCY

SECTION 1: RECOGNITION

- (a) The Employer recognizes the Union (United Steelworkers, Local 1-1937) as the bargaining agent for the employees employed by the CVRD Sports and Aquatic Centres, including satellite facilities that are administered by the CVRD Sports and Aquatic Centres, except those excluded by the Labour Code of B.C., and dry floor short course program leaders.
- (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 20, Section 1, Step Four and in the event of failure to reach a satisfactory settlement it shall be dealt with by arbitration as set forth in Article 21.

- (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: BARGAINING AGENCY

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

SECTION 3: ACCESS TO OPERATION

Official Union representatives shall advise the Employer in advance of the purpose of their access to the Employer's facilities and it is agreed that such access will not impede normal activities.

SECTION 4: BULLETIN BOARD

The Employer shall provide space for the Union to place bulletin boards at mutually agreed site in order that the Union may post notices related to the business affairs of the Union.

ARTICLE 2 - EMPLOYER'S RIGHTS

SECTION 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.

SECTION 2: HIRING AND DISCIPLINE

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

SECTION 3: EMPLOYER POLICIES

It is agreed that employees are bound by Employer policies and procedures issued from time to time. In the event that there is a conflict between an Employer policy and the Collective Agreement, the provisions in the Collective Agreement shall apply. The Employer agrees to advise the Shop Committee of changes or amendments to Employer policies and procedures.

ARTICLE 3 - UNION SECURITY

SECTION 1: CO-OPERATION

The Employer will co-operate with the Union in obtaining and retaining as members the employees as defined in this Agreement, and to this end will present to new employees and to all supervisors the policy herein expressed.

SECTION 2: UNION SHOP

All new employees covered by this Agreement will become members of the Union from the date of hire and maintain membership in good standing therein through the term of this Agreement, as a condition of continued employment. New employees shall be introduced to a minimum of one (1) Shop Committee member upon hiring.

SECTION 3: DISCHARGE OF NON-MEMBERS

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

SECTION 4: UNION MEMBERSHIP

No employee shall be subject to any penalties against their application for membership or reinstatement, except as may be provided for in the United Steelworkers Constitution, and in accordance with the By-Laws of Local 1-1937.

SECTION 5: CHECK-OFF

- (a) The Employer shall require all new employees at the time of hiring an assignment of wages (Check-Off) in duplicate, the forms to be supplied by the Union, said forms to be forwarded to the Union not later than thirty (30) calendar days following the date of hiring.
- (b) The Employer shall remit the dues deducted pursuant to such assignment to the 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.

ARTICLE 4 - 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 designated by the Union.

SECTION 2: COMPOSITION

The Shop Committee shall consist of not less than two (2) employees and not more than five (5) employees with completed probationary period of employment who are members of the Union and, wherever possible, they shall be selected on a representational basis.

SECTION 3: NOTIFICATION

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.

ARTICLE 5 - JOINT EMPLOYEE/MANAGEMENT COMMITTEE

SECTION 1: PURPOSE

The Parties agree to establish a Joint Employee/Management Committee to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills, and to promote workplace productivity.

SECTION 2: COMPOSITION

- (a) The Committee shall be comprised of equal numbers to a maximum of three each from the Shop Committee and the Employer. It is understood that the Parties are entitled to include an advisor to attend the Committee meetings as a resource or as an observer.
- (b) Employees shall be paid for their time at Committee meetings. Employees attending outside of regular working hours will be paid at straight-time rates for actual time spent at Committee meetings.
- (c) Meetings shall be scheduled by mutual agreement and agenda items shall be exchanged in advance.

SECTION 3: COLLECTIVE AGREEMENT AMENDMENTS

The Parties agree that the Collective Agreement may be amended during the term of the agreement only by mutual agreement of the Employer and the Local Union.

ARTICLE 6 - HOURS OF WORK

SECTION 1: HOURS AND OVERTIME

- (a) The regular hours of work covering the employees shall be a maximum of eight (8) hours per day and forty (40) hours per week, with rate and one-half (1-1/2) for all hours:
 - (i) worked in excess of eight (8) hours per day;
 - (ii) worked in excess of forty (40) hour week and double straight time rates for all hours worked in excess of eleven (11) hours per day.
- (b) Regular hours of work for Operations Department employees can also be ten (10) hours per day and up to forty (40) hours per week. Rate and one-half (1-1/2) shall be paid for all hours worked in excess of ten (10) hours per day and forty (40) hours per week. Double time shall be paid for all hours worked in excess of twelve (12) hours per shift day.
- (c) Operations Department employees working beyond 8 or 10 hours as shown on the shift schedule will be paid the prevailing overtime rates.
- (d) Full-time employees will be expected to work 40 hours per week unless full hours are not required for the operation of the facility. Employees may be required to accept extra shifts if not regularly scheduled 40 hours per week
- (e) Except for in-services as set out in Article 6, Section 6, no employee will be required to work six (6) days a week on a regular basis, although this may happen occasionally with mutual agreement of the manager and the employee.
- (f) No regular ten (10) hour per day employee will be required to work five (5) days in a row, although this may happen occasionally with mutual agreement of the manager and the employee.
- (g) If an employee is unable to attend a scheduled shift, they are required to report in, by telephone, and speak to their manager or designate prior to the start of the shift.

SECTION 2: BANKING OVERTIME

- (a) A full-time employee who has worked overtime may elect to receive pay or time off in lieu of pay. Employees may bank up to 40 overtime hours and statutory holiday hours pursuant to Article 11, Section 4 (c). An employee who chooses time off will be scheduled off with pay from their bank at a time mutually agreeable to both Parties.
- (b) Banked hours shall not be used to replace scheduled vacation.

SECTION 3: SHIFT SCHEDULES FOR FULL-TIME EMPLOYEES

Full-time employees will normally work over thirty (30) hours per week.

- (a) Shifts will be eight (8) straight hours whenever possible. Where split shifts for full-time staff are necessary, due to programming or facility hours of operation, the Employer will ensure that a paid lunch break is included
- (b) Where a full-time employee works a split shift, the Employer shall limit the employee's regular hours of work to the nine (9) hours immediately following commencement of their shift.
- (c) If a full-time employee's regular hours are reduced, the employee may exercise their seniority to take part-time hours, which must be within a 12-hour period. This provision does not apply when a lesson set will be interrupted.
- (d) The Employer shall give an employee forty-eight (48) hours notice of a change in shift schedules and it is recognized that an employee can choose to not work the first shift of the changed schedule where that first shift occurs within the forty-eight (48) hours. Note that no leave requests will be approved with less than 48 hours' notice. Any change to the provisions of this clause (d) shall be by mutual agreement only.
- (e) There must be at least eleven (11) hours between the end of one shift and the beginning of the next, unless mutually agreed by the Employer and employee.

SECTION 4: SHIFT SCHEDULES FOR PART-TIME EMPLOYEES

- (a) Part-time employees will normally work up to but not be limited to thirty (30) hours per week. It is agreed that part-time employees may apply for full-time positions when the Employer determines a full-time position exists. Part-time employees can only fill full-time positions if a vacancy occurs, including vacation relief, sickness, or authorized leave of absence.
- (b) Where a part-time employee works a split shift, the Employer shall limit the employee's regular hours of work to the twelve (12) hours immediately following commencement of their shift. At least one segment of the shift must be two (2) hours long.
- (c) The Employer shall give an employee forty-eight (48) hours' notice of a change in shift schedules and it is recognized that an employee can choose to not work the first shift of the changed schedule where that first shift occurs within the forty-eight (48) hours. Note that no leave requests will be approved with less than 48 hours' notice.
- (d) There must be at least eleven (11) hours between the end of one shift and the beginning of the next, unless mutually agreed by the Employer and employee.

SECTION 5: FULL AND PART-TIME EMPLOYEES – SUMMARY OF LUNCH AND BREAKS

8 hours and over	half hour and two fifteen minute breaks.
6 hours and under 8 hours	half hour and one fifteen minute break.
5 hours and under 6 hours	half hour break
Over 4 hours and under 5 hours	two fifteen minute breaks
Over 2 hours and up to 4 hours	one fifteen minute break
Up to 2 hours	no breaks

Employees must be scheduled for the full shift to get the breaks outlined above.

Employees working scheduled split shifts that have less than 1.5 hours of unscheduled time between scheduled shifts will receive their breaks based on total hours worked per day for cumulative schedules of five (5) hours or more.

SECTION 6: IN SERVICE

Unless otherwise authorized, attendance at in services is mandatory. Reasonable efforts will be made to provide employees with two (2) weeks' notice of in-services. As much as possible, employees will be scheduled for an in-service within normal working hours. If an in-service results in an employee going over eight (8) hours per day or forty (40) hours per week, overtime will be paid in accordance with Article 6, Section 1. In services shall be considered as hours of work in accordance with Article 6.

ARTICLE 7 - WAGES

SECTION 1: RATES

- (a) Wage rates will be set out in the Schedule of Wages.
- (b) Lifeguard/Instructors who teach advanced courses Bronze Family Certifications, AEC, EFA, SFA, NL, WSI, LSI, CPR, AED, FAI, including re-certifications) will be paid at the applicable hourly rate for preparation and paperwork at 10% of scheduled course hours.
- (c) Part-time Lifeguard/Instructors and Recreational Facility Attendants will have the following paid time for paperwork per lesson set: 1/2 hour per class.
- (d) The Employer will pay 100% of all relevant and preauthorized in-house re-certifications for all personnel. In extenuating circumstances, external re-certifications may be approved by the Employer for 100% reimbursement. Approval must be obtained prior to registration.
- (e) Relevant and preauthorized re-certifications will be paid and considered as hours worked in accordance with Article 6.

SECTION 2: NEW OR SIGNIFICANTLY CHANGED POSITIONS

When a new position is established or the duties or requirements of an existing position are significantly changed, the Employer will set an interim salary for such position and notify the Shop Committee and the Local Union. The Union, at its discretion, may negotiate the salary through the Joint Employee/Management Committee. If agreement cannot be reached within 60 days, the matter may be referred to arbitration as provided in this agreement unless it is mutually agreed to extend the time frame.

ARTICLE 8 - TECHNOLOGICAL CHANGE

SECTION 1: JOINT COMMITTEE

It is agreed that the Joint Employee/Management Committee will be utilized 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 Local 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

As a result of technological change, any training or re-training of employees required at the CVRD Sports and Aquatic Centres will be provided and paid for by the Employer.

SECTION 4: RATE ADJUSTMENT

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

SECTION 5: SEVERANCE PAY

Employees discharged or laid-off because of mechanization, technological change or automation shall be entitled to a severance pay of one week's pay for each year of service with the Employer. The amount calculated under such entitlement shall not exceed a maximum of thirty (30) weeks' pay.

ARTICLE 9 – TRAINING

EDUCATIONAL ASSISTANCE

To encourage employee development, the Employer will financially assist individuals who take pre-approved educational courses that are relevant to the operation. This assistance is as follows:

- (a) Employees will be reimbursed 50% of the course cost upon registration.
- (b) Upon successful completion of the course, a further 50% will be reimbursed.
- (c) If the employee leaves the employ of the Employer within 6 months of completing the course, then the second 50% of the course cost will be repaid to the Employer.
- (d) In the event an employee does not successfully complete a course for which they have been reimbursed; and subsequently takes the course again and successfully completes it, the employee is reimbursed 75% of the subsequent course cost.
- (e) Where an employee is approved for education courses, the employee will be reimbursed for reasonable expenses incurred to take such course as outlined in the Employer's Staff Travel Policy.

ARTICLE 10 - PAYDAYS

The Employer shall provide for paydays every second Friday and statement of earnings and deductions shall be sent to employees' personal emails on file. All employees shall be paid by direct deposit.

ARTICLE 11 - STATUTORY HOLIDAYS

SECTION 1: LIST OF HOLIDAYS

All employees covered by this Agreement, who qualify, shall be paid for New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, National Day for Truth and Reconciliation, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other Statutory Holiday proclaimed by the Federal or Provincial Government.

SECTION 2: QUALIFYING CONDITIONS

- (a) All employees, to qualify for Statutory Holiday pay, must comply with each one of the following two conditions:
 - (i) Have been on the payroll thirty (30) calendar days immediately preceding the holiday.
 - (ii) Have worked their last scheduled work day before and their first regularly scheduled work day after the holiday, provided that the last scheduled work day and first scheduled work day fall within a 30 calendar day period, unless their absence is due to illness, compensable occupational injury, or is otherwise authorized by the Employer.
- (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 16, Section 7 shall not qualify for paid statutory holidays.

SECTION 3: WEEKLY WORK SCHEDULE

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

SECTION 4: STATUTORY HOLIDAY SHIFT

- (a) All employees except, as provided in (b) below, when working on a paid statutory holiday shall be paid, in addition to their statutory holiday pay, rate and one-half (1-1/2) for the first eight (8) hours worked and double time for all hours worked over eight (8) hours.
- (b) Those employees in the Operations Department who regularly work a 10-hour shift, when required to work on a Statutory Holiday will receive rate and one-half (1-1/2) for all hours worked and double time for all hours worked over twelve (12) hours in addition to the Statutory Holiday Pay.
- (c) Employees who work on a Statutory Holiday are eligible to take another day off without pay. That day must be scheduled with mutual agreement and be taken within sixty (60) days of the Statutory Holiday.
- (d) Employees whose regular day off falls on a Statutory Holiday are eligible to take another day off without pay. That day must be scheduled with mutual agreement and be taken within sixty (60) days of the Statutory Holiday.

ARTICLE 12 – VACATIONS WITH PAY

SECTION 1: PAYMENT OF VACATION PAY

Only permanent regular full-time employees are entitled to annual paid vacation.

Annual paid vacation entitlement shall be as follows:

- Up to the completion of two (2) years' service: three (3) weeks with pay accrued at six percent (6%) of the gross pay
- After two (2) to completion of eight (8) years' service: four (4) weeks with pay accrued at eight percent (8%) of the gross pay
- After eight (8) to completion of fifteen (15) years' service: five (5) weeks with pay accrued at eleven percent (11%) of the gross pay
- After fifteen (15) years to completion of twenty (20) years' service: six (6) weeks with pay accrued at twelve percent (12%) of the gross pay.
- After completion of twenty (20) years' service: seven (7) weeks with pay accrued at fourteen percent (14%) of the gross pay.

SECTION 2: BANKING VACATION CREDITS

Upon approval of a written request:

- (a) Employees with over two (2) years of service shall be entitled to carry up to forty (40) hours of annual vacation to be used in the following year.
- (b) Vacation carried over will be paid at the rate at which it was earned and will be the first paid out the following year.
- (c) An employee must use up all accrued vacation in the year that it is accumulated excluding the days they are allowed to carry over.
- (d) Where a scheduled vacation cannot be taken, every effort must be made to re-schedule the vacation in the same year. If it is not possible to re-schedule a cancelled vacation, the employee shall submit a request in writing to the Senior Manager of Recreation Services for payment of the unused vacation days.
- (e) Employees who are within five (5) years of being eligible for retirement with unreduced pension, may bank a portion of their annual vacation allotment, for a maximum of eight (8) weeks*, for future use towards early retirement. Once banked, the time may not be withdrawn to be used as vacation. When the time is drawn from the bank, the money will be paid out at the rate it was earned.

*A week is defined as the number of hours worked in a regularly scheduled work week.

SECTION 3: VACATION PAY ON TERMINATION

An employee whose employment terminates shall receive vacation pay at the appropriate percentage of gross pay earned during the period of entitlement in accordance with the employee's years of service.

SECTION 4: VACATION TIME: FULL-TIME EMPLOYEES

- (a) Vacation and banked time must be used in that order before General Leave in accordance with Article 16, Section 4 except for education or training which is work-related and compassionate leave.
- (b) Vacations for employees shall be taken at such time when quantity and regularity of service shall not be impaired.
- (c) All vacation requests will be submitted by employees to the department manager by January 15th of each year. Employees must provide their vacation requests for the entire calendar year. A notice with approvals will be posted on staff bulletin boards by February 15th of each year. In any case, regularity of service will not be impeded. Vacation requests will be allocated in accordance with seniority.
- (d) Requests for amendment to the approved vacation schedule will be provided by the employee to their manager twenty-one (21) days in advance. Amendments to the vacation schedule can be considered by mutual agreement where the schedule permits. Such requests will not be allowed to displace previously approved requests of other employees and will be responded to by their department manager within seven calendar days of the date of the application where reasonably practicable.
- (e) All full-time employees must take a minimum of two weeks of their total accrued vacation from April to September, inclusive, and must take no less than two weeks of their accrued annual vacation in at least one-week blocks during a calendar year, unless mutually agreed to between the employee and their department manager.
- (f) Vacation may be taken in half-day increments upon the employee's request subject to mutual agreement.

SECTION 5: VACATION TIME: PART-TIME EMPLOYEES

- (a) Vacation and banked time must be used in that order before General Leave in accordance with Article 16 Section 4 except for education or training which is work-related and compassionate leave.

- (b) Part-time employees will submit all vacation requests by January 15th of each year. Employees must provide their vacation requests for the entire calendar year. A notice with approvals will be posted on staff bulletin boards by February 15th of each year. Vacation requests will be allocated in accordance with seniority.
- (c) Part-time employees are eligible for annual time-off without pay based on their length of service as follows:
 - Up to the completion of two (2) years of service: 11 days
 - After two (2) to completion of eight (8) years of service: 15 days
 - After eight (8) to completion of fifteen (15) years of service: 19 days
 - After fifteen (15) years to the completion of twenty years of service: 23 days
 - After the completion of twenty (20) years of service: 26 days
- (d) Part-time employees shall take the annual vacation time off in full day increments unless mutually agreed to by the employee and the department manager.
- (e) Vacation pay for part-time employees shall be in accordance with Article 14, Section 5.
- (f) Unused vacation entitlements will not be carried forward to the next calendar year.
- (g) Requests for amendment to the approved vacation schedule will be provided by the employee to their manager twenty-one (21) days in advance. Amendments to the vacation schedule can be considered by mutual agreement where the schedule permits. Such requests will not be allowed to displace previously approved requests of other employees and will be responded to by their department manager within seven calendar days of the date of the application where reasonably practicable.
- (h) Vacation for part-time employees is not mandatory. Part-time employees who take their annual vacation must do so as follows:
 - Employees with up to eight (8) years of service must take no less than five (5) days of their accrued annual vacation.
 - Employees with more than eight (8) years of service must take no less than ten (10) days of their accrued annual vacation.

SECTION 6: LEAVE OF ABSENCE

The following shall be considered as days actually worked for determining annual vacations for an employee after one (1) year of employment.

- (a) Absence on Workers' Compensation up to a period of one (1) year provided the employee returns to their employment.
- (b) Absence due to illness up to a period of one (1) year provided that the employee returns to their employment. The Employer shall have the right to require a certificate from a qualified medical practitioner.
- (c) Absence due to bereavement leave in accordance with the terms and conditions of Article 16, Section 5.
- (d) Absence due to time served on jury duty, including Coroner's Jury, or time served as a Crown Witness or Coroner's Witness in accordance with the terms and conditions of Article 16, Section 6.
- (e) Any other absence duly approved by the Employer in writing.

SECTION 7: EMPLOYMENT STANDARDS ACT

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

SECTION 8: ILLNESS PRIOR TO VACATION

Should an employee become sick or injured prior to a scheduled vacation, they are entitled, upon presentation of a medical certificate from a physician, to cancel the vacation and utilize earned sick leave. The unused vacation time shall be rescheduled for use as per Article 12.

ARTICLE 13 - CALL TIME

SECTION 1: CALL OUT

- (a) A full-time employee being called out for work during hours other than their normal work day shall be entitled to a minimum of four (4) hours pay at the applicable rate of pay.
- (b) A part-time employee being called out for work during hours other than their normal work day shall be entitled to a minimum of two (2) hours pay at the applicable rate of pay.

SECTION 2: WHERE NO WORK COMMENCES

- (a) A full-time employee who is called for work and on reporting, finds no work available due to reasons beyond their control shall be entitled to four (4) hours at the applicable rate. This shall not apply if the Employer gives forty-eight (48) hours' notice for cancelling said work.
- (b) A part-time employee who is called for work and on reporting, finds no work available due to reasons beyond their control shall be entitled to two (2) hours at the applicable rate. This shall not apply if the Employer gives forty-eight (48) hours' notice for cancelling said work.

SECTION 3: WHERE WORK COMMENCES

An employee who commences work and the work terminates after the completion of four (4) hours but prior to the completion of eight (8) hours, shall be entitled to be paid for all scheduled hours for that day at the applicable rate.

ARTICLE 14 - HEALTH AND WELFARE

SECTION 1: GENERAL PRINCIPLES

Full-time employees are eligible for Extended Health Benefits Plan (the Plan) as per Sections 1, 2, 3, 4, 6, and 7 herein.

- (a) The Plan coverage shall be maintained as long as the employee pays their share of the premiums when applicable as set out herein.
- (b) Participation in the Plan shall be mandatory upon completion of the probationary period.
- (c) New employees who have not had previous coverage will become eligible for coverage from the first day of the month following the month in which the probationary period is completed.
- (d) Employees are responsible for paying half of the total benefit premiums after the employees have been on a layoff that exceeds four (4) pay periods. If an employee anticipates that they will be laid off, they may ask the Employer to have additional amounts deducted in advance of the layoff so that they do not have to pre-pay a lump sum when they are laid off. If they are not laid off the amounts deducted will be applied to their portion of future benefit premiums.

SECTION 2: INSURANCE COVERAGE

The following coverage is instituted with a common carrier.

- (a) Group Life Insurance for each qualified employee at a minimum of two (2) times annual salary to a maximum of \$200,000.00.
- (b) Accidental Death and Dismemberment Insurance for each qualified employee at a minimum of two (2) times annual salary to a maximum of \$200,000.00.
- (c) Medical Service Plan of BC –Employer pays 100% of premiums.

SECTION 3: ILLNESS AND INJURY COVERAGE

- (a) Full-time employees will commence employment with one hundred and forty-four (144) hours of sick leave. A full-time employee may accumulate additional sick leave credit based on hours worked to a maximum of one hundred and forty-four (144) hours for each calendar year; provided, however, that an employee may not accumulate sick leave credit in excess of six hundred (600) hours. No accumulated sick leave credits will be paid out on termination of employment.
- (b) Where sick leave is necessary, it may be granted with pay up to the accumulated amount which the employee has to their credit. When the employee returns to duty, further sick leave credits accumulate in accordance with the provisions of sick leave allowances. Where the employee upon return to duty has not exhausted their accumulated sick leave credit, the further credits shall be in addition to the unexpended portion of their sick leave credit remaining after their return to duty, up to a total not exceeding six hundred (600) hours.
- (c) Employees who are off work for illness or injury for more than three (3) days may be required to furnish a doctor's certificate. Should such a certificate be required, reasonable notice and time shall be extended to said employee to provide it, and this shall not affect the employee's right to return to work when medically fit to do so.
- (d) Weekly Indemnity
 - (i) For absences from work as a result of a non-occupational injury or illness, the weekly indemnity benefit provides two-thirds (2/3) of an employee's regular wage for a maximum of twelve (12) weeks for each occurrence in each calendar year. For the first occurrence in a calendar year, the weekly indemnity shall be paid upon the following criteria being met:
 - a. an employee having no accumulated sick leave; or
 - b. the day after accumulated sick leave has been exhausted
 - (ii) If an employee has been receiving weekly indemnity benefits for an illness or injury and the employee returns to their regular full-time position and subsequently becomes unable to work due to a reoccurrence of the same illness or injury, this will be considered:
 - 1. A continuation of the previous claim provided that:
 - a. There is medical evidence to support that the illness or injury is a reoccurrence of the previous illness, injury, or chronic condition; and
 - b. the employee has returned to their regular full-time position for less than sixty (60) calendar days.
 - 2. A new claim provided that:
 - a. there is medical evidence to support that the illness or injury is a reoccurrence of the previous illness, injury, or chronic condition; and
 - b. the employee has returned to their regular full-time position for more than sixty (60) calendar days.

3. Employees may be required to provide a medical certificate stating that they are medically fit to return to work before returning to work.
- (e) Employees will be reimbursed to a maximum of fifty dollars (\$50.00) per certificate upon the production of receipts where medical certificates are required by the Employer.
- (f) Where the employee is under a WorkSafe BC claim and a medical certificate is required to return to work, the Employer will pay one hundred percent (100%) of the cost.

SECTION 4: LONG TERM DISABILITY

The Employer shall arrange for a Long Term Disability Plan for full-time employees. Participation is mandatory and payment for premiums will be 100% Employer paid.

The Employer shall remit such premiums to the carrier. The administration of the Long Term Disability Plan shall be the sole responsibility of the carrier. The Employer agrees to assist an employee in applying for benefits or providing information to the carrier. Details of the plan will be provided to employees by the carrier.

SECTION 5: PART-TIME EMPLOYEES

- (a) For the purposes of the Plan, Municipal Pension Plan, and Vacations with Pay Sections of the Agreement, employees who normally work up to thirty (30) hours per week are considered part-time employees, and as such, are not entitled to coverage under Sections 1, 2, 3, 4, 6, 7 herein. Said employees shall, in addition to their regular pay, be paid 6.5% Benefit Pay and Vacation Pay at 6% for up to five (5) years' service, 8% after five (5) years' service, 12% after fifteen (15) years' service, or 14% after twenty (20) years' service at the end of every pay period, based on their pay for the period.
- (b) For the purposes of the Plan and Vacation with Pay section of the Agreement, employees who have returned to part-time work, (that is who normally work up to thirty (30) hours per week) from full-time work will be paid the applicable Vacation Pay and 6% Benefit Pay at the end of every pay period based on their pay for the period. Employees returning to part-time work from full-time work will continue on the Municipal Pension Plan.
- (c) Part-time employees who are eligible for and choose to participate in the Municipal Pension Plan will be paid the applicable Vacation Pay and 6% Benefit Pay at the end of every pay period based on their pay for the period.
- (d) Part-time employees will be entitled to five (5) paid sick leave days per calendar year and taken in accordance with the current *BC Employment Standards Act*.

SECTION 6: DENTAL PLAN

- (a) A Dental Plan will be provided based on the following general principles:
 - (i) Basic Dental Services - Plan pays 100% of approved schedule of fees.
 - (ii) Major Services - Plan pays 100% of approved schedule of fees.
 - (iii) Orthodontic Coverage
 - shall be provided to employees and dependents at fifty percent (50%) coverage to a maximum lifetime of three thousand five hundred dollars (\$3,500.00) per employee or dependent.
- (b) Premiums to be paid by the Employer.
- (c) The principles set out in Section 1(b), (c), and (d), and Section 5 (a) and (b) shall also apply to the dental plan.

SECTION 7: OPTICAL COVERAGE

- (a) The Plan shall include an eyeglass coverage.
- (b) Vision Care benefits, including eye examinations, will be seven hundred and fifty dollars (\$750.00) per twenty-four (24) month period per employee and five hundred dollars (\$500.00) per twenty-four (24) month period for family members.
- (c) Premium paid by the Employer.
- (d) Vision Care benefit entitlements may be banked to a maximum of three thousand dollars (\$3000.00) to fund laser eye surgery.

SECTION 8: EMPLOYEE AND FAMILY ASSISTANCE

The Employer agrees to continue to provide an Employee and Family Assistance Program.

ARTICLE 15 - SENIORITY

SECTION 1: PRINCIPLE

- (a) The Employer recognizes the principle of seniority, competency considered. Seniority will be applied first by department and second by complex for the purposes of this collective agreement. Employees will fall within the following three departments:
 - Operations: Facility Maintenance Workers, Supervisor-Recreation Operations, Custodians, and any employee whose job duties would normally fall within this department.
 - Customer Service: Customer Services Representatives, Supervisor-Customer Service, and any employee whose job duties would normally fall within this department.
 - Programs and Services: Lifeguard/Instructors, Supervisor-Recreation Programs, Recreational Facility Attendants, Wellness Centre staff, and any employee whose job duties would normally fall within this department.
- (b) The selection and promotion of supervisory officials shall be entirely a matter of the Employer's decision, but in making such decisions or promotions, length of continuous service shall be given due consideration.
- (c) Employees outside the bargaining unit will not perform work usually performed by members of the bargaining unit, unless it is for giving instruction to employees, conducting advanced leadership courses, or performing work in emergency situations.

Advanced leadership courses include N.L., recertification, W.S.I., C.P.R., Lifesaving. Management involvement will not interfere with full-time employees' regularly scheduled hours or interfere with their own recertification.

SECTION 2: REDUCTION AND RECALL OF FORCES

Definition: Layoff is a reduction in the workforce or a reduction in the regular hours of work as defined in this agreement

- (a) In the event of layoff, the following will be in effect:
 - (i) Employees shall be laid off in the reverse order of their seniority in the department affected. The Employer shall notify employees who are laid off, thirty (30) calendar days prior to the effective date of lay-off. If the employee does not have the opportunity to work during the notice period set out above, they shall be paid their regular hours.
 - (ii) After receiving notice of lay-off an employee may bump any employee with less seniority first within that department then within the complex, providing the employee exercising the right is qualified

to perform the work of the employee with less seniority. The employee may also elect not to exercise their right to bump and instead accept layoff status.

- (iii) Where layoff is caused by emergency conditions the application of seniority may be postponed for such period, as may be necessary but not exceeding five (5) working days. If the Employer decides to exercise its right under this provision it shall notify the Shop Committee as soon as possible.
- (b) Should a full-time employee elect to take a layoff when work is available, the following shall apply:
 - (i) The employee will be responsible for paying both the employee's and the Employer's portion of the benefit premiums for the duration of the layoff unless the only position the employee is eligible to bump into is a position that is at a lower rate of pay than their regular position.
 - (ii) It will be the responsibility of the employee to make arrangements with the Employer to ensure that the premium payments are paid.
 - (iii) The employee will not be called in for shifts should these become available during the layoff period.
 - (iv) If during the lay-off period, the employee wishes to return to work and so notifies the Employer, they shall be called back to work as soon as their seniority entitles them to a job. The application of this provision shall not result in employees, in the exercise of their rights, bumping an employee with less seniority.

SECTION 3: AVAILABILITY FOR RECALL

- (a) If an employee is laid off, they will be called when work becomes available.
- (b) When recalling forces after a period of lay-off following a reduction of forces, an employee shall be recalled in order of their seniority subject to the competency of the person involved and the provisions of Section 1.

SECTION 4: RETENTION DURING LAYOFF

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 of service shall retain their seniority for a period of six (6) months.
- (b) Employees with one (1) or more years of service, up to an additional six (6) months.

SECTION 5: JOB POSTING

- (a) Vacancies shall be posted in advance for a period of not less than five (5) days except when otherwise agreed. Jobs will be awarded first by department, second by complex.
- (b) This Section shall not apply to temporary replacements of two months 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 15, Section 1.
- (c) All postings to fill internal and external vacancies shall be posted on the CVRD website.
- (d) All vacancies to be filled will be posted.

SECTION 6: PROBATIONARY PERIOD

- (a) The probationary period for all employees shall be four hundred and eighty (480) hours worked or one (1) year from date of hire, whichever comes first, to determine suitability for employment. Such period of time may be extended by written mutual agreement of the Parties. During this time they are to be considered temporary workers only, and during this same period no seniority rights shall be recognized.

- (b) Upon completion of the probationary period, they shall be regarded as regular employees, and shall then be entitled to seniority as regular employees and shall then be entitled to seniority in that department dating from the date on which they entered the department's employ.
- (c) Probationary employees will be called in for work in accordance with their hiring date.
- (d) All new employees shall be paid at Level 1 of their pay range. Upon successful completion of their probation period, they shall be paid at Level 2 of their pay range.

SECTION 7: 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 8: SENIORITY LIST

It is agreed that a seniority list will be supplied to the Union by the Employer twice during each calendar year, once in March and once in September, setting out the name and starting day of each regular employee. The Employer will advise the Union each month of changes to the said list.

SECTION 9: REINSTATEMENT

In the event that an employee is a successful candidate in an exempt position and at a later date returns to a bargaining unit position, their seniority shall be reinstated up to the time that they left the bargaining unit. Seniority shall not accrue while in exempt position.

ARTICLE 16 - LEAVE OF ABSENCE

SECTION 1: INJURY OR ILLNESS

The Employer will grant leave of absence to employees suffering injury or illness for the term of this Agreement, subject to a medical certificate if requested by the Employer. The employee shall have a reasonable period of time to present such medical certificate. The employee shall report or cause to have reported the injury or illness which requires their absence to the Employer as soon as may be reasonably possible.

SECTION 2: MATERNITY LEAVE

The Employer will grant Maternity and Parental leave, without pay, in accordance with the Employment Standards Act.

SECTION 3: WRITTEN PERMISSION

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

SECTION 4: GENERAL LEAVE

The Employer will grant non-probationary employees a leave of absence without pay up to a maximum of six (6) months extended vacation and up to a maximum of nine (9) months for educational or training purposes, conditional on the following terms:

- (a) That the employee applies in writing 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) That the Employer shall grant such leave where a bona fide reason is advanced by the applicant or may postpone leave for educational or training or extended vacation purposes where a suitable replacement is not available as per Article 15, Section 1(a).
- (d) That the Employer shall consult with the Shop Committee in respect of any application for leave prior to being denied under this Section. No application shall be unreasonably denied. The employee and the Employer shall discuss agreement to minimize impact at work.
- (e) Employees are entitled to one such request every two (2) years.

SECTION 5: BEREAVEMENT LEAVE

- (a) When death occurs to a member of a full-time employee's immediate family, the employee will be granted an appropriate leave of absence for which they shall be compensated at their regular straight-time hourly rate of pay for their regular work schedule for a maximum of four (4) days.
- (b) Members of the employee's immediate family are defined as the employee's spouse, mother, father, brothers, sisters, sons, daughters, mother-in-law, father-in-law, sons-in-law, daughters-in-law, grandparents, and grandchildren.
- (c) Compensable hours under the terms of this Section will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays but will not be counted as hours worked for the purpose of computing overtime.
- (d) Part-time employees are eligible for paid bereavement leave for shifts that have been scheduled prior to the death as in (a) and (b) above.

SECTION 6: JURY DUTY

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

SECTION 7: UNION BUSINESS

- (a) The Employer will grant leave of absence to employees who are appointed or elected to Union Office for a period of 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 their term of employment with the Union.
- (b) The Employer will grant leave of absence to employees who are elected as representatives to attend Union meetings and Union conventions as members of USW 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; and in the case of (a), twenty (20) calendar days; in the case of (b), five (5) calendar days. Only one employee at a time may obtain leave under the above section.

(d) **Wage Pay Out for Union Business**

For all requested Leave of Absence by the Union, members will continue to receive their regular pay and the employer will invoice the Union for full reimbursement at the employee's regular rate of pay including, holiday pay, CPP, EI, Pension, WorkSafe BC, and Extended Health benefit costs.

(e) **Time off with pay for Union Officers and Committee Members.**

Union Officers and Committee Members shall be entitled to leave their work during regular working hours in order to carry out their functions under this agreement. Those functions are the investigation and progressing of grievances, attendance at meetings with the Employer. Permission to leave work during regular working hours for such purposes shall first be obtained from the appropriate manager. Such permission shall not be unreasonably withheld.

SECTION 8: FAMILY RESPONSIBILITY LEAVE

- (a) An employee can take up to five days of unpaid leave in each calendar year to attend to the care, health, or education of a child in the employee's care, or to the care or health of any other member of the employee's immediate family. "Immediate family" means the spouse, child, parent, guardian, sibling, grandchild, or grandparent of an employee, and any person who lives with the employee as a member of the employee's family.
- (b) Employees are expected to give the Employer in writing as much notice as possible and provide sufficient information for the Employer to understand the reason for the leave.

SECTION 9: COMPASSIONATE LEAVE

An employee may be entitled to a leave of absence without pay, up to a maximum of six (6) months, for compassionate reasons. The employee must submit a request in writing and identify the reason for the request. Further leave of absence may be granted by mutual consent.

ARTICLE 17 - JOINT OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

SECTION 1: COMPOSITION

- (a) The Employer shall maintain a Joint Occupational Health and Safety Committee consisting of not less than four (4) and not more than eight (8) 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.

SECTION 2: DUTIES

The general duties of the Joint Occupational Health and Safety Committee shall be as directed by the regulations made pursuant to the Workers' Compensation Act and shall meet as mutually agreed upon.

SECTION 3: PAY FOR MEETINGS AND INVESTIGATIONS

- (a) The Employer agrees to hold safety meetings during the regular working hours and pay for said meetings shall be the employee's regular wage.
- (b) Investigations of accidents or incidents shall be paid in the same manner as (a) above.

SECTION 4: SERIOUS INCIDENT

In the case of a fatal accident at the workplace, critical incident stress debriefing will be provided for employees.

SECTION 5: 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 with no loss of pay.

ARTICLE 18 - EQUIPMENT

- (a) The Employer shall supply free of charge to employees all safety equipment required to be worn under WorkSafe BC Regulations, or the Joint Safety Committee.
- (b) The supply of uniforms shall be the responsibility of the Employer.

ARTICLE 19 - CLOTHING ALLOWANCE

All employees shall be reimbursed upon completion of their probation, a maximum of two hundred dollars (\$200.00) annually for receipted expenditures for clothing and footwear required in the performance of their duties.

An additional equipment allowance shall be paid to Skate Shop staff of seventy-five dollars (\$75.00) per year for skate maintenance.

An additional swimsuit allowance shall be paid to Aquatics staff of seventy-five dollars (\$75.00) per year.

ARTICLE 20 - 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 shall first take up the matter with the Management employee directly in charge of the work within fourteen (14) days of knowledge of the said grievance. The employee shall identify the matter as being Step One of the grievance procedure.

Step Two

If a satisfactory settlement is not then reached, the Shop Committee representative shall request a meeting with the Senior Manager of Recreation Services or designate. The Union will provide the Senior Manager of Recreation Services with a written statement of the grievance. Within a further fourteen (14) days of the meeting, the Employer will give a written decision on the grievance.

Step Three

If the problem is not then satisfactorily solved, it shall be referred to the Local Union representative and the General Manager of Community Services or designate.

Step Four

If a satisfactory settlement is not then reached, it shall be dealt with by arbitration as set forth in Article 21.

SECTION 2: TIME LIMIT

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

ARTICLE 21 - ARBITRATION

SECTION 1: 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 20, 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 the Minister of Labour or mutual consent.
- (b) The decision of the Arbitrator shall be final and binding upon the Parties of the First and Second Parts.
- (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 their 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.
- (d) The Arbitrator shall be required to hand down a decision within fourteen (14) days following completion of the hearing.

SECTION 2: COST SHARING

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

SECTION 3: PLACE OF HEARING

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

ARTICLE 22 - CONTRACTORS AND SUBCONTRACTORS

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

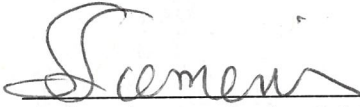
ARTICLE 23 - STRIKES AND LOCKOUTS

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

ARTICLE 24 - DURATION OF AGREEMENT

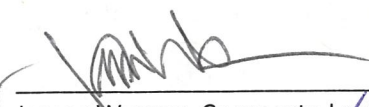
This Agreement shall be binding and remain in full force and effect from February 1, 2022 to January 31, 2026 and shall continue during bona fide collective bargaining.

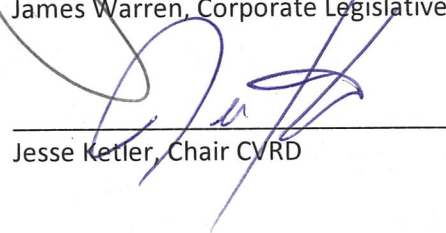
On behalf of
UNITED STEELWORKERS LOCAL 1-1937


Shelley Siemens, Business Agent

Pat Kinney, Financial Secretary

On behalf of
COMOX VALLEY REGIONAL DISTRICT


James Warren, Corporate Legislative Officer


Jesse Kettler, Chair CVRD

Signed at Courtenay, BC this 5th day of July, 2022.

//jw
usw 1-1937

SCHEDULE OF WAGES

JOB CLASIFICATION		Feb. 1, 2021	Feb. 1, 2022	Feb. 1, 2022 MA	Feb. 1, 2022 Rates	Feb. 1, 2023	Feb. 1, 2023 MA	Feb. 1, 2023 Rates	Feb. 1 2024	Feb. 1 2025
			2.50%	\$0.50		2.25%	\$0.50		2.25%	3.00%
Lifeguard/Instructor	Level 1 Probationary	\$22.29			\$23.78	\$24.31		\$24.31	\$24.86	\$25.61
Lifeguard/Instructor	Level 2	\$23.93	\$24.53	\$25.03	\$25.03	\$25.59		\$25.59	\$26.17	\$26.96
Lifeguard/Instructor - Qualified	Level 1 Probationary	\$22.29			\$24.79	\$25.35		\$25.35	\$25.92	\$26.70
Lifeguard/Instructor - Qualified	Level 2	\$24.97	\$25.59	\$26.09	\$26.09	\$26.68		\$26.68	\$27.28	\$28.10
Recreation Facility Attendant	Level 1 Probationary	\$17.55			\$18.91	\$19.33		\$19.33	\$19.77	\$20.36
Recreation Facility Attendant	Level 2	\$18.93	\$19.40	\$19.90	\$19.90	\$20.35		\$20.35	\$20.81	\$21.43
Custodian	Level 1 Probationary	\$22.02			\$23.89	\$24.43		\$24.43	\$24.99	\$25.74
Custodian	Level 2	\$24.05	\$24.65	\$25.15	\$25.15	\$25.72		\$25.72	\$26.30	\$27.09
Customer Service Representative	Level 1 Probationary	\$22.71			\$23.89	\$24.43		\$24.91	\$25.47	\$26.23
Customer Service Representative	Level 2	\$24.05	\$24.65	\$25.15	\$25.15	\$25.72	\$26.22	\$26.22	\$26.81	\$27.61
Facility Maintenance Worker	Level 1 Probationary	\$27.54			\$28.37	\$29.00		\$29.00	\$29.66	\$30.55
Facility Maintenance Worker	Level 2	\$29.13	\$29.86		\$29.86	\$30.53		\$30.53	\$31.22	\$32.16
Supervisor - Customer Service		\$31.48	\$32.27		\$32.27	\$33.00		\$33.00	\$33.74	\$34.75
Supervisor - Recreation Operations		\$31.88	\$32.68		\$32.68	\$33.42		\$33.42	\$34.17	\$35.20
Supervisor - Recreation Programs		\$30.60	\$31.37		\$31.17	\$32.08		\$32.08	\$32.80	\$33.78

*Probationary rate is 95% of Evaluated Rate

Wage Rates shall be increased as follows:

February 1, 2022 2.50% + \$0.50 Market Adjustment (MA) as noted in table above.

February 1, 2023 2.25% + \$0.50 Market Adjustment (MA) as noted in table above.

February 1, 2024 2.25%

February 1, 2025 3.00%

All Wage increases will be retroactively paid to February 1st, 2022.

NEW PREMIUMS

- A premium of \$1.00 per hour to be paid to employees scheduled on a triple split shift.
- FMWs and Supervisor – Recreation Operations holding a 4th Class Power Engineer ticket (or higher) or a Refrigeration Plant Operators ticket will receive \$1.00 per hour.
- Individuals performing Day Camp duties will receive \$1.50 per hour for hours designated as Day Camp hours.

Lifeguard/Instructors & Supervisor-Recreation Programs shall be paid premiums for all hours worked as follows:

Tier 1: \$1.00/hour

- Shift Supervisor as assigned with certificate
- Fitness or Adaptive when teaching
- Strength Training Certification – for Wellness Centre hours only.
- For instruction of relevant Bronze Family Certifications

Tier 2: \$1.50/hour

- For instruction of relevant courses as follows:
 - Emergency First Aid (EFA) Certification
 - Standard First Aid (SFA) Certification
 - Aquatic Emergency Care (AEC) Certification
 - Cardiopulmonary Resuscitation (CPR) Certifications
 - Automated External Defibrillator (AED) Certifications

- Recertification of all the above.
- Relevant Advanced Leadership courses as follows (when teaching):
 - National Lifeguard (NL) Certification
 - Water Safety Instructor (WSI) Certification
 - Lifesaving Society Instructor (LSI) Certificate
 - First Aid Instructor
 - Recertification of all of the above

Recreation Facility Attendants shall be paid premiums for all hours worked as follows:

Tier 1: \$0.75/hour

- Shift Supervisor as assigned with certificate

Tier 2: \$2.00/hour

- Refereeing Certification (Officials Level One Certificate) for refereeing only

Staff Travel – Staff who have to travel from one facility to the other between split shifts of up to one-half ($\frac{1}{2}$) hour or less will receive a premium equivalent to a paid one-quarter ($\frac{1}{4}$) hour. Staff travel time shall not be included as hours worked in the weekly schedule.

LETTER OF UNDERSTANDING

BETWEEN

COMOX VALLEY REGIONAL DISTRICT

AND

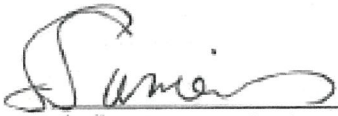
UNITED STEELWORKERS LOCAL 1- 1937

1. The parties agree that the following benefit plan provision changes have been made effective February 1, 2019, or on collective agreement completion, whichever is first:

Hearing Aids -Maximum of \$800 per year in each 5 year time period per employee.

Orthotics - Maximum of \$500 per calendar year per employee.

On behalf of
United Steelworkers Local 1-1937


Shelley Siemens, Business Agent


Pat Kinney, Financial Secretary

On behalf of
Comox Valley Regional District


James Warren, Corporate Legislative Officer


Bob Wells, Chair CVRD

Signed at Courtenay, BC this 26th day of February, 2019.

fw
USW 1-1937

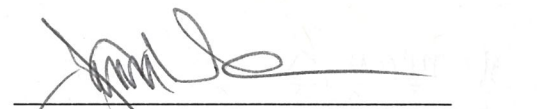
LETTER OF AGREEMENT
BETWEEN
COMOX VALLEY REGIONAL DISTRICT
AND
UNITED STEELWORKERS LOCAL 1- 1937

The parties agree to include on the regular Joint Employee and Management Committee agenda, no more than three (3) months after the date of bargaining ratification, the scheduling of in-services to discuss and propose an alternative schedule that addresses the needs and concerns of both parties.

On behalf of
UNITED STEELWORKERS LOCAL 1-1937

On behalf of
COMOX VALLEY REGIONAL DISTRICT


Shelley Siemens, Business Agent


James Warren, Corporate Legislative Officer

Pat Kinney, Financial Secretary


Jesse Ketler, Chair CVRD

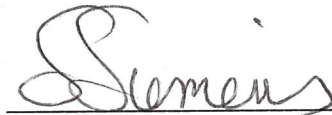
Signed at Courtenay, BC this 5th day of July, 2022.

LETTER OF AGREEMENT
BETWEEN
COMOX VALLEY REGIONAL DISTRICT
AND
UNITED STEELWORKERS LOCAL 1- 1937

RE: SIGNING BONUS

Current active employees at the signing of this agreement will each receive a signing bonus of \$1,000.00 as a one-time cash payment.

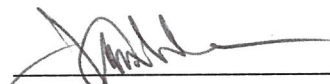
On behalf of
UNITED STEELWORKERS LOCAL 1-1937



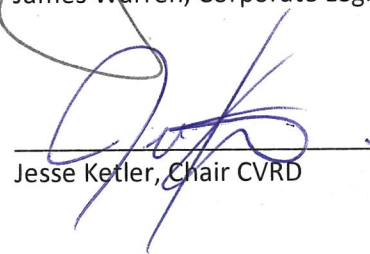
Shelley Siemens, Business Agent

Pat Kinney, Financial Secretary

On behalf of
COMOX VALLEY REGIONAL DISTRICT



James Warren, Corporate Legislative Officer



Jesse Ketler, Chair CVRD

Signed at Courtenay, BC this 31st day of July, 2022