

2019 - 2024

COLLECTIVE AGREEMENT

BETWEEN

UNITED STEELWORKERS LOCAL 1-1937

AND

REGIONAL DISTRICT OF MOUNT WADDINGTON

FOR

The Employees at
CHILTON REGIONAL ARENA
2205 Campbell Way, Port McNeill, BC

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THIS AGREEMENT entered into this ___ day of _____ 2020 and effective November 1, 2019.

BETWEEN:

**REGIONAL DISTRICT OF MOUNT WADDINGTON
CHILTON REGIONAL ARENA**
(Hereinafter known as the "Employer")
OF THE FIRST PART

AND:

UNITED STEELWORKERS LOCAL 1-1937
(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 the property. It is recognized by this Agreement to be the duty of the Employer and the Union and the Employees to cooperate fully, individually and collectively for the advancement of said conditions.

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

ARTICLE I – BARGAINING AGENCY

Section 1: Recognition

- (a) The Employer recognizes the Union as the bargaining agent for the Employees in a unit composed of the Employees in the maintenance of the Chilton Regional Arena, except those excluded by the Labour Code of British Columbia Act, employed by the Employer.
- (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 XIV, 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 XVI, 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 employer and employees.

Section 3: Bargaining Authority

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

Section 4: Access to Operation

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

ARTICLE II - 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 Management; 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 to discipline or discharge them for proper cause.

(a) **Progressive Discipline**: A program of progressive discipline will be followed with the following steps taken:

STEP 1. Verbal Warning: Verification of facts surrounding incident/issue and clarification of organizational expectations, and formal communication about the seriousness of the incident. This conversation is intended to help the Employee understand how their behavior needs to change. The Manager will document the date, time, location of conversation, content of discussion, and agreed upon behaviour changes. A copy of the written verbal warning will be given to the Employee titled, "Verbal Warning". The Employee will sign a copy acknowledging that they have received the document.

STEP 2. Written Warning: The Employee will be coached for a second time about the severity of the issue and how the Manager expects their behaviour to change. The written warning will include: a) a description of the problem; b) the Manager's expectation of the Employee's behaviour; c) a description of the consequences if expectations are not met; and d) the time frame for the meeting expectations. A copy of the written warning will be given to the Employee who will sign a copy acknowledging that they have received the document.

STEP 3. In the case of an Employee suspension, the Employee will be requested to leave the workplace for a specified period. The written suspension will include: a) a description of the problem; b) the Manager's expectation of the Employee's behaviour; c) a description of the consequences if expectations are not met; and d) the time frame for meeting expectations. A copy of the written suspension will be given to the Employee who will sign a copy acknowledging that they have received the document.

STEP 4. Termination.

(b) **Removal of Disciplinary Documents**

Any disciplinary documents will automatically be removed from the Employee's Disciplinary Record after the expiration of twenty-four (24) months from the date it was issued provided there has not been a further infraction.

(c) **Union Representation**

The Company shall ensure that whenever an Employee is disciplined in accordance with Article II, Section 2(a), a member of the Shop Committee will be present. Failure to have a Shop Committee present shall nullify any disciplinary action.

ARTICLE III - UNION SECURITY

Section 1: Cooperation

The Employer will cooperate 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 September 1, 2009, and all new Employees shall, within thirty (30) calendar days after the execution of this Agreement, or twenty (20) working days after entering employment, whichever date last occurs, become members of the Union and maintain membership therein throughout the term 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 USW Constitution and in accordance with the Bylaws of the following Local Unions: Nos. 1-1937, 1-85, 2009, which the Local Unions have certified as being correct.
- (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

The Employer shall require all new Employees at the time of hiring to execute the Check-Off 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.

This 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.

This 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.

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 than once each month, with a written statement of names of the Employees for whom the deductions were made and the amount of each deduction.

Section 7: Education Fund

- (a) The Employer will contribute to the Fund three and one-half cents (3.5) per hour per employee per hour worked. Effective September 1, 2015.
- (b) The Employer shall remit the contributions to the Local Union no less than once each month, with a written statement of names of the employees for whom the contributions were made and the hours worked by the employee.

Section 8: 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.

Section 9: Bargaining Unit Work

The Employer will not perform any bargaining unit work which directly results in the layoff or the reduction of regular hours of work of a permanent Employee.

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 two (2) Employees and not more than four (4) Employees who have completed the probationary period of employment with the Employer, who are members of the Union and, wherever possible, 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. The Employer will recognize no member of the Shop Committee unless the above procedure is carried out.

Section 4: Exceptions

The provisions of Sections 1, 2, and 3 will not apply in reference to:

- (a) Article XIII - Occupational Health & Safety Committee, where the members are designated according to the provisions of the Workers' Compensation Act, and
- (b) Article XV - Right of Reference Committee.

ARTICLE V - HOURS OF WORK

Section 1: Hours and Overtime

- (a) The regular hours of work shall be eight (8) hour shifts - eight (8) hours a day and forty (40) hours per week, with rate and one half for all hours worked over eight (8) hours per day, and double straight time rates shall be paid for all hours worked in excess of eleven (11) hours per day.
- (b) Employees shall be entitled to two (2) fifteen-minute (15) rest periods during each 8 hour period worked with one-half hour lunch (or supper) break to be taken:
 - (i) When the employee is alone in the workplace, at times determined by Management with reasonable regard to the Employee's convenience, in the building during that 8 hour period or
 - (ii) When there are two (2) or more full-time workers to operate a shift or during times when the facility does not require supervision, (e.g. summer maintenance), each shift shall consist of eight and one-half hours with one-half hour allowed for a meal break at or away from the facility.
- (c)
 - (i) Day Shifts are considered to be an eight-hour shift starting after 6 am and ending at or before 5 pm.
 - (ii) Evening Shifts are considered to be an eight-hour shift starting after 4 pm and ending at or before 1 am. A shift differential of -\$1.00 per hour shall be paid for evening shifts.
- (d) The Regular workweek shall be Monday through Sunday when ice is installed and otherwise from Monday to Friday.
- (e) Work Schedule: In arranging schedules for the Employees in the ice arena, the schedules shall be arranged on the following basis:
 - (i) If there are more than two shifts per day and/or there is a six or seven day work pattern, employees shall work on a rotational basis for the shift and/or days of work;
 - (ii) Shift days and patterns will be set in advance for the ice season such that all employees have a fair opportunity to work on a balance of day and evening shifts;
 - (iii) Variation of shift patterns shall be by mutual agreement reached by all affected parties;
 - (iv) Modified Work Schedule. The employer may establish a modified work schedule or cancel an existing schedule under which the hours of work may exceed the standard hours if certain conditions are met. There must be written agreement between the employer, staff and the Union to adopt a new work schedule, cancel, or modify an existing one.
 - (v) Overtime shall not be paid for Saturday or Sundays worked during an assigned forty (40) hour shift;
 - (vi) Employees called to work on their regular days off shall be paid at the applicable overtime rate as provided for in Section 1(a), 1(b) and 1(c).
- (f) Overtime will be paid for the pay period in which it was accrued.

- (g) Statutory Holiday Pay: All Employees required to work on a Statutory Holiday will receive rate and one-half for all hours worked and double-time rate for all hours worked over eleven (11) hours in addition to the Statutory Holiday pay.

Section 2: Casual Work

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

ARTICLE VI - TECHNOLOGICAL CHANGE

Section 1: Advance Notification

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

Section 2: Retraining

The Employer shall cooperate with the Government of British Columbia and participate in every way possible in training or retraining of Employees so affected.

Section 3: Rate Adjustment

- (a) An Employee who is set back to a lower-paid job because of mechanization, technological change or automation will receive the rate of his 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 he will be paid an adjusted rate which will be mid-way between the rate of his regular job at the time of the set-back and the rate of his regular job. At the end of this 6-month period, the rate of his regular job will apply. However, such Employee will have the option of terminating his employment and accepting severance pay as outlined in Section 4 below, providing he exercises this option within the above-referred 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 XI - Seniority brought on by mechanization, technological change or automation, he will receive the rate of his 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 he will be paid an adjusted rate which will be mid-way between the rate of his regular job at the time of the set-back and the rate of his new regular job. At the end of this 6-month period, the rate of his new regular job will apply.

Section 4: Severance Pay

Employees discharged, laid off or displaced from their regular job because of mechanization, technological change or automation shall be entitled to severance pay of one week's pay for each year of service to a maximum of thirty (30) weeks' pay. This Section shall not apply to Employees covered by Section 3 (b) above.

ARTICLE VII – PAY DAYS & WAGES

Section 1: Pay Days

The Employer shall provide for pay days bi-weekly with an itemized statement of earnings and deductions.

Section 2: Wage Rates

Employees covered by this agreement shall receive the rate of pay for the appropriate category as set forth in Appendix 1 – Wage Supplement, which forms part of this agreement

Section 3: New or Significantly Revised Jobs

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

- (a) Advance notice of change to Local Union.
- (b) New jobs shall be posted in accordance with Article XI, Section 4(a). Significantly revised jobs shall be posted if requested by the Shop Committee.
- (c) An Employee shall receive the rate of his previously held job until such time as a new rate is negotiated.
- (d) Applicant shall have the right to revert to his original job within thirty (30) working days providing his old job still exists, the Employer shall have the right to postpone the reversion to permit the training of a replacement.
- (e) When a permanent rate is agreed upon, the Employee shall receive the difference between that rate and his interim rate from the date he started the new or revised job.
- (f) Rate negotiations to be guided by job analysis to be based on all factors including skill, knowledge, responsibility and job conditions.
- (g) If parties fail to achieve negotiated settlement regarding rate revisions, expedited arbitration will be provided.
- (h) If the Provincial minimum wage is reduced, the current rates will not rollback.

Section 4: Call Time

(a) *Where No Work Commences*

An 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. An Employee called out on overtime shall receive not less than two (2) hours' pay at the applicable overtime rate

(b) *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 5: Employee Training

- (a) If an Employee attends educational or upgrading courses related to employment at the request of the Employer, the Employer shall cover fees and costs incurred, and the Employee will be paid full wages for time lost including weekends, when applicable.

- (b) If an Employee attends educational or upgrading courses at the request of the Employee and with the advance approval of the Employer, the Employee may be reimbursed by the Employer for some or all fees and expenses, and may be granted leave of absence without pay or without loss of pay.
- (c) The Employer will pay the cost of training and retraining for First Aid Certificates to designated duty First Aid Workers on successful completion of the course. No present Employee will be required to obtain a First Aid Certificate other than by mutual consent, nor will he be discharged or replaced for not obtaining a ticket.
- (d) The Employer will pay the cost of training for an Ice Facility Operators Course or B.C. Refrigeration Operator Certificate on the successful completion of the course and any associated certification exams. Recreation Facility Maintenance Workers may be eligible for this training with the Employer's approval.
- (e) Any Employee who is required to obtain upgrading or a ticket will be reimbursed by the Employer upon successful completion of a correspondence course and required materials; or for any lost time due to training or testing for a maximum of three (3) weeks.

ARTICLE VIII - STATUTORY HOLIDAYS

Section 1: Statutory Holidays

All Employees covered by this Agreement shall be paid, if qualified, for

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

and any other Statutory Holiday proclaimed by the Federal or Provincial Government.

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 that Holiday.
 - (ii) Have worked his last regularly scheduled workday before; and his first regularly scheduled workday after the holiday, unless his absence is due to illness, compensable occupational injury, or is otherwise authorized by the employer.
 - (iii) Notwithstanding (b) above, the Employee must have worked one 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 XII, Section 6(a) or any Employees while members of a negotiating committee under Section 6(b) thereof shall not qualify for paid statutory holidays.

Section 3: Holidays Which Fall On Employees Regular Days Off

When a Statutory Holiday falls on an Employee's regular day off, a day in lieu of the holiday shall be given on the day before the days off, or directly after the days off.

Section 4: Holiday Shift

An Employee working on a paid holiday shall be paid in addition to his holiday, rate and one-half for any hours worked on a shift designated as the "holiday shift".

Section 5: Casual Employees

It is agreed that casual Employees shall not qualify for statutory holiday pay.

Section 6: Arrangement for Change

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

ARTICLE IX - VACATIONS WITH PAY

Section 1: Vacation Year

The vacation year shall be the calendar year.

Section 2: Vacation Leave Entitlement

(a) *Permanent and Probationary Employees*

In the first year of service, a permanent and probationary Employee shall earn vacation leave with pay at the rate of two (2) weeks for that full year of service and paid at the rate of 4% of gross earnings.

In each of the second to fourth years of service, a permanent Employee shall earn vacation leave with pay at the rate of three (3) weeks for that full year of service and paid at the rate of 6% of gross earnings.

In each of the fifth to ninth years of service, a permanent Employee shall earn vacation leave with pay at the rate of four (4) weeks for that full year of service and paid at the rate of 8% of gross earnings.

In the tenth to sixteenth years of service, a permanent Employee shall earn vacation leave with pay at the rate of five (5) weeks for that full year of service and paid at the rate of 10% of gross earnings.

In each of the sixteenth and subsequent years of service, a permanent Employee shall earn vacation leave with pay at the rate of six (6) weeks for that full year of service and paid at the rate of 12% of gross earnings.

Vacation leave with pay is pro-rated for part years of service, based on the applicable percentage of gross earnings.

Vacation leave with pay shall be taken during the calendar year in which it is being earned.

A probationary Employee shall not be allowed to take vacation leave.

(b) *Casual Employees*

A Casual Employee shall not be entitled to take annual vacation.

Section 3: Vacation Pay

(a) *Permanent and Probationary Employees*

While on vacation leave with pay, a permanent Employee will continue to receive pay as if the Employee was at work and the amount will be based on that Employee's normal basic work pattern, provided that such pay does not exceed their accumulated holiday pay. Such pay will be paid on the second last

working day prior to the start of the vacation leave with pay, provided the Employee so requests in writing at least two weeks prior.

At the end of each calendar year, or on the separation of a permanent or probationary Employee, an adjustment will be made to the pay of the Employee so that the pay for vacation leave for that calendar year is two percent (2%) of gross earnings in that calendar year for each week of entitled paid vacation leave for that year. Any balances are to be paid within two weeks of December 31 or the date of separation.

(b) Casual Employees

A Casual Employee shall be paid vacation pay at four percent (4%) on each pay cheque.

Section 4: Leave of Absence

The following shall be considered as days actually worked for determining vacations with pay for an Employee in the second and subsequent calendar years of service.

- (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 Collective Agreement.
- (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 Collective Agreement.
- (e) Any other absence duly approved by the Employer in writing shall be credited towards entitlement for annual vacation, but time spent on such leaves of absence shall not be counted in computing vacation pay.

Section 5: Vacation Time

- (a) Vacation for Employees shall be taken at such time as mutually agreed upon by the Employee and the Employer when the work of the Employer shall not be unduly impaired.
- (b) Vacations longer than five (5) days will require three (3) weeks' notice.
- (c) Accrual of Vacation Time
With prior approval from the direct Manager, a regular employee may accrue a portion of his/her current annual vacation entitlement. All requests for accrual of annual vacation should be submitted to the direct Manager before November 30th of each year, in order that full consideration may be given to such request before year-end. The accrued time must be used before March 31st the following year, at the vacation rate in which it was earned
- (d) Any holiday requests not replied to within two (2) weeks from the date of the request will be granted as approved holidays.

ARTICLE X – HEALTH & WELFARE

Section 1: General

All benefits plan coverages, terms, conditions, and specific eligibility requirements shall be governed by the actual terms and conditions of the benefit plans as amended from time to time. Any descriptions in this Agreement are provided for the purpose of general information. The Employer's liability is limited to the payment of its share of premiums. Any disputes regarding specific claims or insurability are not arbitral and must be directed by the Employee to the insurer.

All permanent Employees who work twenty (20) hours per week or more are eligible for full benefits. Where a Permanent Employee's hours are reduced to be below twenty (20) hours per week, the Employee shall continue on the appropriate benefit plans for the calendar month during which the reduction occurs. The Employee may also continue in the month following.

The Employer shall arrange for the Health and Welfare Benefit Plans listed in the next Section. The Employer will not make changes to the coverage provided under the insurance plans without the consent of the Union.

Section 2: Benefit Plans, Premiums, and Participation

The Employer shall pay 100% of the premiums for the following plans. Participation in the following plans shall commence at the beginning of the month following completion of probation.

- (a) Medical Services Plan of B.C. - Participation is Voluntary.
- (b) Extended Health Benefits Plan - Participation is a condition of employment for eligible Employees (unless covered elsewhere) and a participating Employee must be covered by M.S.P. or registered with Fair Pharmacare. The current benefits include:
 - 80% of eligible expenses after a \$25 deductible per year
 - Pay Direct Drug Program
 - Vision Care: Eyewear \$400 every 24 months, Eye exams \$100 every 24 months
 - Acupuncturist, Podiatrist, Psychologist, Speech Therapist: \$100/year
 - Chiropractor/Naturopath combined, \$200/year
 - Orthotics <19yrs: \$200/year; Orthotics >19yrs: \$400/year
 - Massage practitioner/physiotherapist combined: \$250/year
 - Lifetime maximum \$1,000,000
 - Hospital private room accommodation
 - Ambulance services
 - Hearing Aids: to a maximum of \$500 in a 5 year period
- (c) Dental Plan - Participation is a condition of employment for eligible Employees (unless covered elsewhere).
 - Plan A – 100% of basic services.
 - Plan B – 100% of major services such as crowns, bridges, and dentures.
 - Plan C – 50% of orthodontic services to a maximum of \$2500 per person; Plan C includes adults.
- (d) Group Insurance - Participation is a condition of employment for eligible Employees.
 - Weekly Indemnity: 60% of weekly earnings, maximum of \$700 for up to 26 weeks; the waiting period is - 0 days injury - 3 days sickness.
 - Long Term Disability: 66.67% of monthly earnings to a max of \$ 2,500; elimination period of 182 days.

- Life Insurance: 1X annual earnings, limit of \$250,000.
- Living Benefit: 50% of annual earnings, limit of \$25,000.
- Accidental Death & Dismemberment Insurance: 1X annual earnings for accidental death, limit of \$250,000.

Section 3: Coverage During Lay-Off

Employee benefits will be fully covered for the month of lay-off plus an additional three months up to a total of four (4) months, providing the Employee is not working for another employer, which provides benefit coverage.

Failure of the Employee to advise the Employer if they are working for another employer, which provides benefit coverage, will result in the employee repaying any benefits paid by the Employer.

Section 4: Pension Plan

All Employees will participate in the Pension Plan established pursuant to the Pension (Municipal) Act in accordance with the provisions of the Act.

An Employee must retire no later than the maximum age specified in the Pension (Municipal) Act.

Section 5: Rebate of E.I. Premiums

The Union agrees that if the Employer maintains Weekly Indemnity Plan benefits, which meet the standard requirements for full premium reduction for “wage loss replacement plan under the Employment Insurance Act”, the Employees’ 5/12th share of the premium reductions are retained as payment-in-kind in the provisions of the Weekly Indemnity Plan benefits.

ARTICLE XI – SENIORITY

Section 1: Principle

The Employer recognizes the principle of seniority, competency considered.

Section 2: Reduction & Recall of Forces

- (a)
 - (i) In the event of a reduction of forces, the last person hired shall be the first released subject to the competency of the person involved and the provisions of Section 1. Where a reduction of forces is caused by emergency conditions, the application of plant seniority may be postponed for such period as may be necessary but not exceeding five (5) working days. If the Employer decides to exercise its rights under this provision, they shall notify the Shop Committee as soon as possible.
 - (ii) 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.
- (b) During a reduction of forces where an Employee’s seniority is such that they will not be able to keep their regular job, they may elect whether or not to apply their seniority to obtain a higher paid job, a lower paid job or a job paying the same rate of pay or accept a lay-off until their regular job becomes available, provided, however:
 - (i) If during the layoff period the Employee wishes to return to work and so notifies the Employer, they shall be called back to work as soon as his seniority entitles them to a job.
- (c) An Employee being recalled must return to work as soon as reasonably possible after first notice of recall either provided in advance by the Employer or by telephone to a contact number agreed upon at the time

of layoff, but no later than three (3) days after this notice date. Any Employee working full-time elsewhere may request additional time up to a period totaling two weeks for the purpose of providing adequate notice to that Employee's existing employer.

Section 3: 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) 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 (1) additional month for each year's service, up to an additional six (6) months.

A laid-off Employee's seniority retention under (a) and (b) above is reinstated on the completion of one (1) days' work.

It shall be the employer's responsibility to maintain an address file of his Employees and it shall be the Employee's responsibility to notify their employer in writing of any changes of address.

Section 4: Job Posting

- (a) Vacancies shall be posted internally in advance, with the date of the opening and the closing date. All awarded postings will then be posted on RDMW letterhead, for a period of not less than five (5) working days. Copies of postings and awards will then be forwarded to the Local Union and Shop Committee Chair.
- (b) This Section shall not apply to temporary appointments of two (2) weeks or less necessitated by illness, injury or other leave of absence, or the need to augment staff; or to temporary replacements of longer duration for Employees on vacation. In filling these appointments, senior Employees will be given preference, provided they are competent to perform the work of the job.

Section 5: Probationary Period

Notwithstanding anything to the contrary contained in this agreement it shall be mutually agreed that all Employees are hired on probation, the probationary period to continue for thirty (30) working 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 thirty (30) working 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 thirty (30) calendar days shall only be cumulative within the three (3) calendar months following the date of entering employment.

Section 6: Seniority List

It is agreed that the Employer will supply a seniority list to the Union 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 7: 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 their 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 8: Seniority and Subcontracting

The Employer will extend its consultative and remedial processes in connection with subcontracting in order to establish closer lines of communication with the Union with respect to giving reasonable notice to its intentions and exploring ways and means of integrating senior Employees into other jobs where subcontracting takes place. Contractors will not be used to replace regular Employees.

ARTICLE XII – LEAVE OF ABSENCE

Section 1: Leave for Injury or Illness, Sick Leave

(a) Leave for Illness or Injury

The Employer will grant leave of absence to Employees who are unable to work as a result of injury or illness for the term of this Agreement.

(b) Sick Leave

Sick leave is a leave of absence, without loss of pay, granted by the Employer to an eligible permanent Employee who is unable to work because of illness or non-compensable accident. All permanent Employees who have successfully completed probation shall thereafter earn sick leave credits.

Full-time Employees shall earn credits at the rate of one and one-half (1½) days for each calendar month of paid service. Part-time Employees shall earn sick leave credits pro-rated based on the number of hours they work. All sick leave credits shall be converted to hours. A month of paid service is a calendar month in which the Employee is paid for more than ten (10) days.

The sick leave credits may be accumulated to a maximum of -one hundred (100) days in total at any one time.

When an Employee is granted sick leave, the amount of the leave, in hours, shall be deducted from the accumulated sick leave credits earned by the Employee. Such leave is limited to the sick leave credits available to the Employee at the time.

(c) Medical Certificates

Medical Certificates may be required by the Employer to substantiate an Employee's inability to perform the duties of the Employee's position, or to certify that an Employee is fit to return to work after an illness or injury and is fit to perform the duties of their position. In the case that the Employer requires a Medical Certificate and a cost is incurred, the Employer will reimburse the Employee the full amount of the cost.

(d) Absence on Weekly Indemnity (WI)

Should an Employee have no sick leave credits, this clause shall not apply. When an Employee is waiting for approval of a W.I. claim, the Employee shall have sick leave advanced to the extent available, until W.I. decides on the claim. Upon approval of the claim, the sick leave credits shall be repaid in full, using money received by the Employee from the W.I. Otherwise, the sick leave bank shall be repaid to the extent appropriate from funds from the Employee.

(e) Absence on Workers Compensation Benefits

Sick leave shall be granted to an Employee who is unable to work as a result of an accident covered by Workers' Compensation. All payments to the Employee from the Workers' Compensation Board shall be turned over to the Employer, and the Employee shall be charged for one-quarter (¼) day from the Employee's sick leave credits for each day. Should an Employee have no sick leave credits, this clause

shall not apply. When an Employee is waiting for approval of a W.C.B. claim, the Employee shall have sick leave advanced to the extent available, until W.C.B. decides on the claim. Upon approval of the claim, the sick leave insurance credits shall be repaid in full, using money received by the Employee from the W.C.B. Otherwise, the sick leave bank shall be repaid to the extent appropriate from funds from the Employee.

(f) Notification of Absence

An Employee who is absent from work because of illness or injury shall report, or cause to have reported, to the Employer, preferably within one-half (½) hour prior to the start of the Employee's shift, and no later than one-half (½) hour after the starting time of the shift. Failure to do so will result in loss of pay.

(g) Accumulated Sick Leave Credits

Employees with accumulated sick leave credits can use such amounts as sick leave credits when there is no sick leave or insurance benefits available, or to top up W.I. benefits to full salary. Any use shall be deducted from the accumulated sick leave account. One-third (⅓) of any sick leave credits in the account when the Employee retires at age sixty-five (65) or exercises any early retirement option under the Municipal Pension Plan, shall be paid to the Employee upon retirement, to a maximum of normal pay for thirty-three (33) days.

Section 2: Compassionate Leave

Up to seven (7) days of accumulated sick leave credits may be granted for the purpose of compassionate leave.

Section 3: Maternity and Parental Leave

Pregnancy Leave and Parental Leave shall be granted in accordance with the governing Employment Standards Act of British Columbia.

Section 4: 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 5: Bereavement Leave

- (a) When a death occurs to a member of a permanent Employee's immediate family, the Employee will be granted an appropriate leave of absence without loss of regular straight-time hourly rate of pay for their regular work schedule for a maximum of five (5) days.
- (b) Members of the Employee's immediate family are defined as the Employee's spouse, mother, father, brothers, sisters, sons, daughters, mother-in-law, father-in-law, sons-in-law, daughters-in-law, grandparents, grandchildren, stepparents, and stepchildren.
- (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 6: Jury Duty

- (a) Any Permanent Employee who is required to perform jury duty, including Coroner's jury duty, or who is subpoenaed to appear as a Crown Witness or Coroner's Witness on a day on which they would normally have worked will be granted leave. The Employee 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 provision of this Section will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays, but not be counted as hours worked for the purpose of computing overtime.

Section 7: Union Business

- (a) The Employer will grant leave of absence, without pay, to Employees who are appointed or elected to a Union position for a period of up to and including one (1) year. Further leave of absence will be granted if requested by the Local Union. The Employee who obtains this leave of absence shall return to their Employer within thirty (30) calendar days after completion of their term of employment with the Union.
- (b) The Employer will grant leave of absence, to a maximum of two (2) Employees at any one time, to Employees who are elected as representatives to attend Union meetings and Union conventions as Members of USW Canada in order that they may carry out their duties on behalf of the Union.
- (c) Leave for Union Business will be granted, provided the absence of the Employee(s) will not unduly affect the operations of the Employer. 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 case of (a), twenty (20) calendar days; and in the case of (b), five (5) calendar days.

Section 8: Family Responsibility Leave

An Employee can take up to five (5) days paid sick leave in each calendar year to attend the care, health or education of a child in the Employee's care, or to care for the health of any other member of the Employee's immediate family. "Immediate family" means Employee's spouse, mother, father, brothers, sisters, sons, daughters, mother-in-law, father-in-law, sons-in-law, daughters-in-law, grandparents, grandchildren, stepparents, stepchildren, and any person who lives with the Employee as a member of the Employee's family. Or taken according to the Employment Standards Family Responsibility Leave Guidelines, whichever is greater.

ARTICLE XIII – OCCUPATIONAL HEALTH & SAFETY

Section 1: Common Concern and Responsibility

The Employer and the Union acknowledge their common concern and responsibility for maintaining a safe and healthy working environment to prevent Industrial injury and illness. In order to effect a thoroughly understood and accepted Safety and Health Program for employees at work, it is agreed that Joint and cooperative methods shall be encouraged. To this end, the Joint Occupational Health and Safety Committees will be established.

Section 2: Joint Health & Safety Committee

The general duties of the Joint committee on Health and Safety shall be as directed by the regulations made pursuant to the Workers' Compensation Act. The Joint Occupational Health & Safety Committee (OJHSC) shall be comprised of at least four (4) members, the Joint Committee must consist of Union worker representatives and Employer representatives who have knowledge of the area they represent, and at least half shall be union worker representatives. There shall be two (2) Co-Chairs, one (1) a Union representative and the other Employer representative. Employee Representatives shall be regular Union Employees in the operation with at least one (1) year experience in the type of operation over which their Inspection duties shall extend. The Employer and Union agree to fully cooperate with the OJHSC and the Employer will provide to the OJHSC copies of all reports and records required by the committee.

Section 3: Pay for Meetings

- (a) The Employer will pay straight-time rates, not exceeding two (2) hours per week, to employee members for the actual time spent in attending OHSC meetings outside of working hours.
- (b) The rate to be paid to employee members shall be the employee's regular straight time job rate.
- (c) Where OHSC meetings are held during working hours, with the consent of the Employer, the Employees' time will not be deducted for attending such meetings or Investigations into accidents.

Section 4: Minutes

The Employer will endeavor to provide and post minutes of all Joint Occupational Health & Safety Committee meetings within five (5) working days following such meetings or as soon as possible thereafter, exclusive of Saturdays, Sundays, and recognized holidays. The minutes will be jointly signed by the Co-Chairs of the OHSC or their designates and if there are any disputes they shall be recorded in the minutes. The Joint OHSC minutes will be submitted to the Employer and Local Union.

Section 5: Injuries & Claims

- (a) Should the Employer request a meeting with an employee to discuss his/her claim with Work Safe BC, he/she will be entitled to request a Union representative.
- (b) If an employee requests a copy of the Employer First Aid Report completed by the First Aid Attendant, or any other report concerning the employee's health that has been requested by the employee, it shall be provided.

Section 6: Investigations

The Union Co-Chair of the Joint Health & Safety Committee shall be promptly notified of any accident or incident that:

- (a) Resulted in serious injury to or the death of an employee,
- (b) Involved a major structural failure or collapse of a building, bridge, tower, crane hoist, temporary construction support system or excavation,
- (c) Involved the major release of a hazardous substance,
- (d) Resulted in injury to an employee requiring medical treatment,
- (e) Did not involve injury to an employee, or involved only minor injury not requiring medical treatment, but had a potential for causing serious injury to an employee, or
- (f) If an incident required to be investigated pursuant to the Occupational Health and Safety Regulation of the Workers Compensation Act. All such accidents and incidents shall be investigated. An investigation shall be carried out by persons knowledgeable about the type of work involved and such investigations shall be carried out by a representative of the Employer and a Union representative from the Joint Health and Safety Committee. The incident scene must not be disturbed prior to the investigation except so far as is necessary to:
 - (i) Attend to persons injured or killed,
 - (ii) Prevent further injuries or death, or
 - (iii) Protect property that is endangered as a result of the accident.

Section 7: Fatalities

In addition to Section 6, if a workplace fatality occurs, the Employer shall notify the Local Union President and the Shop Committee Chairperson within sixteen (16) hours of such fatality. Anyone 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 8: Right to Refuse Unsafe Work

The Employer and the Union agree to cooperate in developing and maintaining a strong sense of safety awareness among employees and the employer. It is, therefore, recognized that every employee has the right to refuse work if he has reasonable cause to believe that to perform the work would create undue hazard to the health or safety of any person.

- (a) An employee must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that employee has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.
- (b) An employee who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to subsection (a) must immediately report the circumstances of the unsafe condition to his or her supervisor or employer.
- (c) The on-site supervisor receiving a report made under subsection (b) must immediately investigate the matter and;
 - (i) Report to the employer,
 - (ii) Ensure that any unsafe condition is remedied without delay, or
 - (iii) If in his or her opinion the report is not valid, must so inform the employee who made the report.
- (d) If the procedure under subsection (c) does not resolve the matter and the employee continues to refuse to carry out the work process or operate the tool, appliance or equipment, the supervisor or employer must investigate the matter in the presence of the employee who made the report and in the presence of
- (e) An employee member of the Joint Committee, or
 - (i) Another employee who is selected by the Union.
- (f) If the investigation under subsection (d) does not resolve the matter and the employee continues to refuse to carry out the work process or operate the tool, appliance or equipment, both the supervisor, or the employer, and the employee must immediately notify an officer of Work Safe BC, who must investigate the matter without undue delay and issue whatever orders are deemed necessary.

Section 9: Injury at Work

When an employee is injured at work and the examining physician recommends that the employee not return to work he shall be paid at his hourly rate of pay for the remainder of the day on which he was injured. The Employer shall provide transportation required for employees injured at work, to their final destination on the date of injury, whether it is a hospital or home.

Section 10: WHMIS

The Employer will continue with its Workplace Hazardous Materials Information System (WHMIS) Training Program to ensure that all employees are kept up-to-date with material identification and use.

Section 11: Contractors & Sub-Contractors

The Employer shall inform all contractors and sub-contractors of relevant Safety Rules and Procedures and shall ensure such Regulations and Safety Rules are enforced.

Section 12: Safety Equipment

Employees shall be supplied with all necessary safety equipment when said safety equipment is required to be used in accordance with the Regulations of the Workers' Compensation Board. Appropriate waterproof clothing and coveralls will also be provided and is to be kept at the Arena. Employees shall be entitled to be reimbursed for up to three hundred dollars (\$300.00) per calendar year with proof of purchase for safety footwear and reimbursed for any additional repairs with proof of repairs, where safety footwear is required to be worn in accordance with Regulations of the Workers' Compensation Board. All articles of safety equipment shall be kept in serviceable condition and used at all times by the Employees. It is understood that mutually acceptable protective clothing will be provided to employees who are requested to clean toilets.

Section 13: Special Medical Measures

All Employees who are at risk will be reimbursed for their Hepatitis shots regardless of whether they are part-time, casual or full-time employees.

Section 14: Harassment

Harassment or bullying includes any inappropriate conduct or comment by a person towards an Employee that the person knew or reasonably ought to have known would cause that Employee to be humiliated or intimidated.

Recognizing our mutual responsibility and in keeping with the Workers' Compensation Act, the Employer shall ensure that the workplace is free of harassment and/or bullying and the Employees take reasonable care to protect the health and safety of themselves and other persons.

The Employer shall be responsible to provide instruction, training, information, and supervision and to provide a workplace free of harassment and/or bullying.

ARTICLE XIV - ADJUSTMENT OF GRIEVANCES

Section 1: Procedure

The Management 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 Manager directly in charge of the work within fourteen (14) days of knowledge of the said grievance.

Step Two

If the question is not satisfactorily settled in this way, the same individual, with a Shop Committee member, shall take up the problem with the Manager directly in charge.

Step Three

If a satisfactory settlement is not then reached, the Shop Committee shall take up the problem with the Manager or such person as designated by the Employer. A statement in writing of the alleged grievance, together with a statement in writing by the Manager, shall be exchanged by the parties concerned.

Step Four

If the problem is not then satisfactorily resolved, it shall be referred to the Union and the Employer.

Step Five

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

Section 2: Time Limit

If a grievance has not advanced to the next stage under Step Two, Three, Four or Five 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, 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 XV - RIGHT OF REFERENCE**Section 1: Right to Refer**

If the two parties fail to agree upon an interpretation of the Agreement, either Party shall have the right to refer the matter to the Right of Reference Committee hereinafter provided, and if either Party does make such reference, the other party must accept the reference.

Section 2: Committee Composition

The Right of Reference Committee shall consist of three (3) representatives selected by the Union Negotiating Committee, and three (3) representatives selected by the Employer represented in the negotiation of this Agreement; and the two (2) Committees may be represented by one or more parties selected by them.

Section 3: Agreement

When an interpretation of the Agreement has been referred to the Right of Reference Committee, this reference shall be for a period of forty-eight (48) hours or longer by mutual consent of the Parties to this Agreement. In case the Right of Reference Committee agrees upon a recommendation or interpretation, this shall be furnished in writing to the Union and to the Employer.

Section 4: Disagreement

In the event the Right of Reference Committee members disagree, all the facts in the case as found by the Union and the Union members of the said Committee shall be placed in writing by the Union representatives and submitted to the Employer and to the Union members involved. The facts in the case, as found by the Employer and the members of the said Committee shall be placed in writing and given to the Union-member Employees for their information.

Section 5: Arbitration

If a satisfactory interpretation of the point in question is not reached, either Party may refer to arbitration as hereinafter provided.

ARTICLE XVI – ARBITRATION

Section 1: Interpretation

- (a) In the 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:

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 an interpreter to be agreed upon mutually.
- (d) In the event that the interpreter as provided for in (c) herein is not available or is not agreed on to preside as interpreter under this Section, the Parties agree that they will request the Honourable Minister of Labour of the Province of British Columbia to appoint a County Court Judge of the Province 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 XIV, the matter shall be determined by arbitration in the following manner:

Either Party may notify the other Party in writing, by registered mail, of the question or questions to be 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 mutual agreement between the two Parties. In the event there is no agreement, the Arbitrator will be appointed by the Ministry of Labour.

- (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 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 rehire and rehiring, the amount so received shall be deducted from wages payable by the Employer pursuant to this Section.
- (d) The Arbitrator shall be required to hand down his decision within fourteen (14) days following completion of the hearing.

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 expenses, and rent connected with his duties as Arbitrator.

Section 4: Place of Hearing

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

ARTICLE XVII - 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 XVIII - NOTICE OF TERMINATION

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

- (a) Two weeks' notice shall be given prior to the effective date of lay-off.
- (b) One additional week's notice shall be given for each subsequent completed year of employment up to a maximum of eight weeks' notice.
- (c) The period of notice shall not coincide with an Employee's annual vacation.
- (d) A regular full-time Employee who has been given notice of termination will be paid severance pay as follows:
 - (i) Employees with less than three (3) years of service; two (2) weeks' severance pay.
 - (ii) Employees with three (3) or more years of service; one (1) additional week's severance pay for each completed year of service to a maximum of eight (8) weeks' severance pay.
- (e) Severance pay will only be paid following expiration of seniority as outlined in Article XI, Sections 2 and 3.
- (f) A regular full-time Employee who has been given notice of termination may elect severance pay in lieu of the right to seniority and recall as outlined in Article XI, Sections 2 and 3.

ARTICLE XIX – COST OF LIVING ADJUSTMENT

The Regional District of Mount Waddington agrees to increase the Employees' wages for the fifth year at the higher of the following:

2 % or,

The Consumer Price Index (CPI) provided by the Government of British Columbia, whichever is greater

The Parties hereto mutually agree that the fifth year is effective from the 1st day of November 2023 to the expiry on the 31st day of October 2024. The CPI is provided by the Government of British Columbia measuring the changes from November 1, 2023 to October 31, 2024, such rates to be calculated and if greater than 2% then an adjustment will be paid retroactively back to November 1, 2023, no later than December 31st of 2024.

ARTICLE XX - DURATION OF AGREEMENT

- (a) The Parties hereto mutually agree that this Agreement shall be effective from and after the **1st day of November 2019 to midnight the 31st day of October 2024** and thereafter from year to year, unless sixty (60) days written notice of contrary intention is given by either Party to the other Party. The notice required hereunder shall be validly and sufficiently served at the Office of the Employer, or at the Local Office upon the Local Officers of the Union, at least sixty (60) days prior to the expiry of this Agreement.
- (b) 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.
- (c) The Parties hereto agree that the operation of Section 50 (2) and 50 (3) of the Labour Relations Code of British Columbia, R.S.B.C. 1992, c. 82, is excluded from the Collective Agreement.

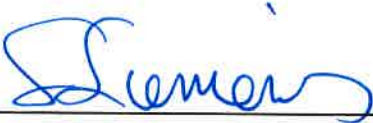
Conditions

The Employees at the Chilton Regional Arena will collect fees for rental from clients for use of the ice, dry floor and or skate shop, etc. Management must provide a box with a padlock for these fees to be kept in and Employees will not be held responsible for loss of money through theft or break-ins or failure of payment of fees by clients.

DATED THIS 31st DAY OF March, 2020.

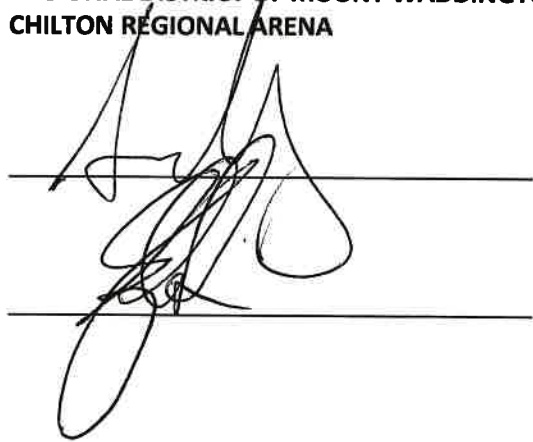
FOR THE UNION

**UNITED STEELWORKERS
LOCAL 1-1937**



FOR THE EMPLOYER

**REGIONAL DISTRICT OF MOUNT WADDINGTON
CHILTON REGIONAL ARENA**



/jw
usw 1-1937

APPENDIX NO. 1 - WAGE SUPPLEMENT

Position	Current Rate	3%	2%	2%	2%	2%	As per Article XX 01-Nov-23 to 31-Oct-24
	01-Nov-18	01-Nov-19	01-Nov-20	01-Nov-21	01-Nov-22	01-Nov-23	
ICEMAKER I	\$22.36	\$23.03	\$23.49	\$23.96	\$24.44	\$24.93	COLA Clause Adj.
ICEMAKER II	\$25.80	\$26.57	\$27.11	\$27.65	\$28.20	\$28.76	COLA Clause Adj.
ICEMAKER III	\$27.70	\$28.53	\$29.10	\$29.68	\$30.28	\$30.88	COLA Clause Adj.
CHARGEHAND I	\$29.91	\$30.81	\$31.42	\$32.05	\$32.69	\$33.35	COLA Clause Adj.
CHARGEHAND II	\$31.28	\$32.22	\$32.86	\$33.52	\$34.19	\$34.87	COLA Clause Adj.
CHARGEHAND III	N/A	\$33.84	\$34.52	\$35.21	\$35.91	\$36.63	COLA Clause Adj.
ARENA SERVICES COORDINATOR	\$26.82	\$27.62	\$28.18	\$28.74	\$29.32	\$29.90	COLA Clause Adj.
ARENA SERVICES COORDINATOR II	\$28.82	\$29.68	\$30.28	\$30.88	\$31.50	\$32.13	COLA Clause Adj.
COOK	\$18.21	\$18.76	\$19.13	\$19.51	\$19.90	\$20.30	COLA Clause Adj.

It is agreed that the wage increases for Chilton Regional Arena will be:

- ✓ Nov 1, 2019 - 3%
- Nov 1, 2020 - 2%
- Nov 1, 2021 - 2%
- Nov 1, 2022 - 2%
- Nov 1, 2023 - 2%
- Cost of Living Adjustment in final year.

New Category - Chargehand III wage increase to \$33.84.

Additional Category - Arena Service Coordinator II with an additional \$2.00 per hour effective Nov. 2018 - \$28.82

Signing Bonus –It is agreed that a signing bonus of \$650.00 will be issued to all eligible USW Employees upon signing.

The Acting Chargehand II will be red-circled at his current position and will not revert to Chargehand I.

APPENDIX NO. II

TRAVEL AND ACCOMODATION EXPENSES RELATED TO MEDICAL REFERRALS

ELIGIBILITY

All Permanent Regular Employees who normally work twenty (20) hours per week or more become eligible upon successful completion of probation. Employees' dependents may also be covered.

Eligible dependents are defined as:

1. The spouse of the Employee, and
2. Any child who is supported by the Employee, and
 - a) Who is not married, and
 - b) Is under the age of 19, or is in full-time attendance at a British Columbia school or university.

ENROLLMENT

Facilitated by completion of the Extended Health Benefits enrollment card.

TERMINATION OF COVERAGE

If employment terminates, plan coverage ceases on the date of termination.

EXPENSES COVERED

If referred by the local doctor or dentist, eligible Employees and/or dependents requiring medical, dental or vision care treatment not available locally, may claim:

Transportation Expenses (for patient and an attendant, if necessary, and requested by the doctor, to and from the nearest major British Columbia centre equipped to provide the required medical treatment) – flat rate of:

- | | |
|-------------------|----------|
| a) Vancouver | \$225.00 |
| b) Victoria | \$200.00 |
| c) Nanaimo | \$160.00 |
| d) Comox Valley | \$150.00 |
| e) Campbell River | \$140.00 |

The Medical Travel Allowance coverage shall include those travel expenses for optometrists and dentists, provided these services are not available locally.

Accommodation Expenses – limited to commercial facilities for the patient and/or attendant if required, immediately before and after medical treatment up to a total of seven (7) days at up to \$130.00 per day (no provision is made under the plan for meals).

Treatment must occur within a reasonable period and in all cases no longer than two (2) months after the doctor's referral.

Medical referral does not include appointments in Port McNeill or Port Hardy and does not include optometrists or dentists if services are available locally.

CLAIM PROCEDURE

Completed claim forms, accompanied by appropriate receipts and the doctor's referral slip, must be submitted to the office.

JOB DESCRIPTIONS

Icemaker

AUTHORITY: *No direct authority over any position unless delegated by Management.*

REPORTING RELATIONSHIP: *Directly responsible to the Manager and/or their delegate.*

DUTIES:

1. Perform General Maintenance duties and shall:
 - a) Be proficient in the use of hand tools
 - b) Be able to perform ongoing repair work as required including off-season maintenance work.
 - c) Be responsible for taking Compressor Room log readings as directed.
 - d) Be responsible for the building safety and security on a daily basis per Arena Policy.
 - e) Be responsible for the safety and wellbeing of the general public and the part-time staff.
 - f) Operate the Skate Shop including sharpening skates as required.
 - g) Collect fees as directed by Management.
 - h) Ensure the cleanliness of the building inside and out at all times during their shift.
 - i) Maintain Arena exterior grounds and gardening work as required.
 - j) Have the ice or dry floor prepared for use exactly at the times set by Management.
 - k) Be timely, tidy and clean in appearance.
 - l) Attend any first aid and other courses as deemed necessary by Management.
 - m) Be able to manage an unsupervised shift.
 - n) Supervises part-time staff during their shift
 - o) All other related duties as assigned.

2. Shall:
 - a) Have a clear understanding of the public safety, security, emergency and evacuation procedures.
 - b) Demonstrate good public relations at all times.
 - c) Have basic working knowledge of the arena equipment and machinery.
 - d) Be able to perform small repairs as they occur and assist on other projects as directed by Management.
 - e) Have a good working knowledge of cleaning procedures, products.
 - f) Commence the necessary work requirements for the BC Refrigeration Operators Ticket (BC 5th Class Power Engineer Refrigeration Operators Certificate).
 - g) Shall be responsible for maintaining the first aid and associated safety equipment.

QUALIFICATIONS:

1. Shall have a minimum of ninety (90) days experience in ice making and building maintenance
2. Must pass a practical evaluation exam as presented by Management and conducted with the Chargehand present
3. Have a valid BC Driver's License
4. WHMIS Certification
5. First Aid Level 1
6. Food Safe Level 1
7. Refrigeration Safety Awareness Certificate or Equivalent

CRITERIA FOR ADVANCEMENT: *Three Pay Levels:*

1. Hired with qualifications listed above.
2. Eligible after one (1) year upon demonstrating proficiency in all the duties listed above and successfully completing the Ice Facility Operators Course and any associated certification exams or equivalent course/exam approved by the B.C. Safety Authority.
3. Demonstrate ability to be able to install and maintain a sheet of hockey ice within three (3) years at Level II and demonstrated ability to work independently in order to handle all aspects of the arena operations in the event of absent staff.

Arena Chargehand

AUTHORITY: *Supervises the Recreation Facilities Maintenance Workers, General Maintenance and Part-time Staff.*

REPORTING RELATIONSHIP: *Directly responsible to the Manager and/or their delegate.*

DUTIES:

1. Perform General Maintenance duties and shall:
 - a) Be proficient in the use of hand tools
 - b) Be able to perform ongoing repair work as required including off-season maintenance work.
 - c) Be responsible for taking Compressor Room log readings as directed.
 - d) Be responsible for the building safety and security on a daily basis per Arena Policy.
 - e) Be responsible for the safety and wellbeing of the general public and the part-time staff.
 - f) Operate the Skate Shop including sharpening skates as required.
 - g) Collect fees as directed by Management.
 - h) Ensure the cleanliness of the building inside and out at all times during their shift.
 - i) Maintain Arena exterior grounds and gardening work as required.
 - j) Have the ice or dry floor prepared for use exactly at the times set by Management.
 - k) Be timely, tidy and clean in appearance.
 - l) Attend any first aid and other courses as deemed necessary by Management.
 - m) Be able to manage an unsupervised shift.
 - n) Supervise part-time staff during their shift.
 - o) All other related duties as assigned.
2. Shall:
 - a) Have a clear understanding of the public safety, security, emergency and evacuation procedures.
 - b) Demonstrate good public relations at all times.
 - c) Have basic working knowledge of the arena equipment and machinery.
 - d) Be able to perform small repairs as they occur and assist on other projects as directed by Management.
 - e) Have a good working knowledge of cleaning procedures, products.
 - f) Shall be responsible for maintaining the first aid and associated safety equipment.
3. Shall demonstrate the ability to supervise and teach staff in all aspects of ice making, building maintenance, public and employee safety, and security.
4. Shall train and supervise part-time staff as required by Management.

QUALIFICATIONS:

1. Refrigeration Operator Certificate (or BC 5th Class Power Engineer Refrigeration Operators Certificate).
2. Three (3) years ice making experience with proven ability to install and maintain a sheet of hockey ice
3. Education or equivalent experience in supervision of employees
4. Education or equivalent experience in training employees
5. Have a valid BC Driver's License
6. WHMIS Certification
7. First Aid Level 1
8. Food Safe Level 1
9. Refrigeration Safety Awareness Certificate or Equivalent

CRITERIA FOR ADVANCEMENT: Three Pay Levels:

1. Hired with qualifications listed above and upon demonstrating proficiency in all the duties listed above.
2. Eligible after five (5) years upon demonstrating proficiency in all the duties listed above.
3. Pay Level III – Eligible after ten (10) years of being first employed at the Chilton Arena and upon demonstrating proficiency in all the duties listed above.

Arena Services Coordinator

AUTHORITY: *Supervises the Concession Staff.*

REPORTING RELATIONSHIP: *Directly responsible to the Manager and/or their delegate.*

DUTIES:

1. General duties. Shall:
 - a) Be responsible for the building safety and security on a daily basis per Arena Policy.
 - b) Be responsible for the safety and wellbeing of the general public and the part-time staff.
 - c) Collect fees as directed by Management.
 - d) Be timely, tidy and clean in appearance.
 - e) Attend any first aid and other courses as deemed necessary by Management.
 - f) Be able to manage any unsupervised shift.
 - g) All other duties as assigned
2. Concession duties. Shall:
 - a) Be responsible for supervising, scheduling and training of all part-time Concession staff.
 - b) Be responsible to ensure the concession is operated in a safe, clean and efficient manner.
 - c) Cook as required.
 - d) Be responsible for ordering stock, retail pricing and stock taking in conjunction with the Arena Manager.
3. Programming and office duties. Shall:
 - a) Be responsible for events programming in the arena in conjunction with the Arena Manager.
 - b) Be responsible for providing details of accounts payable to the Regional District.
 - c) Be responsible for collecting monies and ensure all deposits are delivered to and processed by the Regional District.
 - d) Be responsible for ensuring all user contracts are signed prior to usage.
 - e) Present financial reports to the Arena Manager and the Regional District as required.
 - f) Stock the arena office as required.

QUALIFICATIONS:

1. Foodsafe Certification Level 1.
2. Education or equivalent experience in office systems including a working knowledge of spreadsheets and word processing software.
3. Demonstrate an aptitude for public relations.
4. Have a valid BC Driver's License.
5. Education or equivalent experience in handling cash and financial reporting.
6. Knowledge of Arena Scheduling Software.
7. First Aid Level 1

CRITERIA FOR ADVANCEMENT: *Two Pay Level:*

1. Hired with qualifications listed above.
2. After two (2) years at Level 1 with Refrigeration Safety Awareness Certification.

PART-TIME JOB DESCRIPTIONS:

Concession Cook

SUMMARY: *Reporting to the Manager or the Arena Services Coordinator provides supervision to the Concession Staff*

AUTHORITY: *Supervises the Concession Staff in absence of the Arena Services Coordinator.*

REPORTING RELATIONSHIP: *Directly responsible and answerable to the Manager and Arena Services Coordinator.*

DUTIES:

1. Shall:
 - a) Use the grill to cook, and shall provide food service to customers.
 - b) Keep food preparation areas and concession clean and organized and ensure adequate supplies are on hand.
 - c) Ensure the concession is left in a clean and sanitary condition after each shift.
 - d) Be able to handle the Concession operation in the absence of Management.
 - e) Take stock and sales records as required by Management.
 - f) Be responsible for knowing the concession and arena safety and evacuation procedures.
 - g) Attend to all other duties as assigned.
 - h) Shall follow the directions of the Arena staff in general emergency.

Skills and Experience Required:

- a) Cash handling.
- b) Demonstrate an aptitude for public relations.
- c) Shall demonstrate proficiency as a Cook.
- d) Shall display good food-handling techniques at all times.

QUALIFICATIONS:

1. Foodsafe Certification Level 1.
2. One year experience as a Cook, or
3. Two years' experience as Concession Operator or Cook-in-training.
4. Have a valid BC Driver's License.

CASUAL STAFF POSITIONS – FOR INFORMATION ONLY

Casual Positions include concession staff, skate shop attendants, skate patrol and extra staff hired for special events set up and clean-up. Casual workers are considered to be entry-level and are expected to be high school students who will gain valuable work experience while employed at the arena. The graduated pay scale will encourage trained staff to return and possibly provide some with ongoing interest that could lead to a career in recreation service.

CONCESSION STAFF

Shall:

- Be responsible for the sale of concession goods and rental tickets, taking in cash, recording in the cash register and the counting, and recording of the money at the end of each shift.
- Be responsible for cleaning concession and machinery and the re-stocking of goods on each shift.

SKATE SHOP ATTENDANT/SKATE PATROL

Shall:

- Rent out and sharpen skates upon request and proof of payment.
- Assist skate patrol with enforcing arena rules and ensuring public safety.
- Act as door attendant, if required.
- Sharpen public skates according to maintenance schedule.
- Maintain a clean and tidy skate shop at all times.
- Assist with general cleanup inside and out of arena.
- Patrol the rink-playing surface to enforce the arena rules and ensure public safety.
- Assist with general cleanup inside and out of arena.

Casual Pay Rates:

Starting Rate:	Minimum wage with \$1.00 per hour retroactive bonus if Employee stays the complete year (based on at least 4 months continuous service)*
Second Year:	Minimum wage plus \$1.00 per hour with \$1.00 per hour retroactive bonus if Employee stays the complete year (based on at least 4 months continuous service)*
Third Year:	Minimum wage with \$2.00 per hour with \$1.00 per hour retroactive bonus if Employee stays the complete year (based on at least 4 months continuous service)*
Fourth Year or longer:	Minimum wage plus \$3.00 per hour per hour.

**The year is considered to be September 1 to March 31 for Casual Workers with respect to the retroactive bonus. If an employee had worked only three continuous months the previous year they would be eligible for an increment after their first full month back but no retroactive adjustment for the previous year.*