

**FEBRUARY 1, 2009 – January 31, 2012**

**COLLECTIVE AGREEMENT**

**BETWEEN**

**USW LOCAL 1-1937**

**AND**

**COMOX VALLEY REGIONAL DISTRICT**

**FOR**

**THE EMPLOYEES AT**

**THE COMOX VALLEY SPORTS &  
AQUATIC CENTRES**

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## **PREAMBLE:**

The purpose of this Agreement is to secure for the Management, 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 Management and the Union and the employees to co-operate fully, individually and collectively for the advancement of said conditions.

The Management 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 Management agrees, in the exercise of the functions of Management, that the provisions of this Agreement will be carried out.

The Regional District undertakes to operate the Sports and Aquatic Centres for as many days as possible each year, the total number of days contingent upon the financial situation of the Sports and Aquatic Centres from year to year.

## **ARTICLE 1 - BARGAINING AGENCY**

### **SECTION 1: RECOGNITION**

- (a) The Management recognizes the Union (USWA Local 1-1937) as the bargaining agent for the employees employed by the Comox Valley Sports and Aquatic Centres, including satellite facilities that are administered by the Comox Valley 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, 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: BARGAINING AGENCY**

Management agrees that the bargaining authority of the Union shall not be impaired during the term of this Collective Agreement. Management 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 Management in advance of the purpose of their access to the Management's facilities and it is agreed that such access will not impede normal activities

**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 Management, provided however that this will not be used for purposes of discrimination against employees.

**SECTION 2: HIRING AND DISCIPLINE**

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

**ARTICLE 3 - UNION SECURITY**

**SECTION 1: CO-OPERATION**

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

**SECTION 2: UNION SHOP**

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

**SECTION 3: DISCHARGE OF NON-MEMBERS**

Any employee who fails to maintain 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 Management of the said employee's refusal to maintain his membership.

**SECTION 4: UNION MEMBERSHIP**

- (a) No employee shall be subject to any penalties against their application for membership or reinstatement, except as may be provided for in the USWA Constitution, and in accordance with the By-Laws of Local 1-1937.
- (b) Any employee who applied to join the Union pursuant to the provisions herein and whose application is rejected by the Union shall not be subject to discharge from employment.

**SECTION 5: CHECK-OFF**

- (a) The Management shall require all new employees at the time of hiring to execute the following assignment of wages 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 Management 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 will, within sixty (60) days from the date of this Agreement, notify the Management in writing of the members on the Shop Committee. The Union or Shop Committee will inform the Management in writing when any member change takes place on the said committee. No member of the Shop Committee will be recognized by the Management 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 bargaining unit and Management. Employees shall be paid for their time at the Committee meetings. 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) 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 Regional District and the Local Union.

## **ARTICLE 6 - HOURS OF WORK**

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

- (a) The regular hours of work covering the employees of the complex (excluding Facility Maintenance Workers) 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 Facility Maintenance Workers shall be ten (10) hours per day and 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) Maintenance/Janitorial 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. However, no employee will be required to work 6 days a week on a regular basis, although this may happen occasionally with mutual agreement of the manager and employee.

- (e) If an employee is unable to attend a scheduled shift, he/she is required to report in, by telephone, 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 of overtime hours and statutory holiday hours pursuant to Article 11 Section 4 (c). An employee who chooses time off will be scheduled off at a time mutually agreeable to both parties.

## **SECTION 3: SHIFT SCHEDULES FOR FULL TIME EMPLOYEES**

Full Time employees will normally work over 26 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 and or facility hours of operation, Management will ensure that a paid lunch break is included. The attached hours of work supplement shall be used as a scheduling guide only for customer service reps and full-time lifeguard/instructors.
- (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 his shift.
- (c) If full-time employees 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.
- (e) There must be at least 11 hours between the end of one shift and the beginning of the next, unless mutually agreed by Management and employee.

## **SECTION 4: SHIFT SCHEDULES FOR PART TIME EMPLOYEES**

- (a) Part time employees will normally work up to 26 hours per week. Part time employees can only fill full-time positions if a vacancy occurs, including vacation relief, sickness or authorized leave of absence.
- (b) Part-time employees shall arrange their hours of work according to the Sports and Aquatic Centres Schedule.
- (c) 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 his shift. At least one segment of the shift must be 2 hours long.

- (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.
- (e) There must be at least 11 hours between the end of one shift and the beginning of the next, unless mutually agreed by Management and employee.

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

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

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

**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.

**ARTICLE 7 - WAGES**

**SECTION 1: RATES**

- (a) Wage rates will be set out in the Schedule of Wages.
 

Effective February 1, 2009	3.0% to all wage rates
Effective February 1, 2010	2.75% to all wage rates
Effective February 1, 2011	2.75% to all wage rates
- (b) Lifeguard/Instructors who teach advanced courses (Aqualeaders, Bronze Medallion, Bronze Cross, Triple Bronze, AEC, SFA, NLS, WSI, LSI, CPR C, including re-certifications) will be paid at the base hourly rate (Level 1 or Level 2) for preparation and paperwork at 10% of scheduled course hours.
- (c) Part-time instructors and Recreation 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 recertifications for

Lifeguard/Instructors. If an employee needs to take the recertification elsewhere, then 50% of the cost will be reimbursed. External recertifications may be approved by Management for 100% reimbursement when an in-house recertification is not offered or is cancelled; or where there is a benefit to the Regional District to have the employee take the course elsewhere.

## **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 Regional District 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 a joint committee will be established to consider technological changes in progress and make recommendations to the Parties to assist them in ameliorating the effect of such changes. The Committee will meet with the Provincial and Federal representatives concerned with retraining of manpower.

## **SECTION 2: ADVANCE NOTIFICATION**

The Management 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 Comox Valley 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 Complex. 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 Comox Valley Sports and Aquatic Centres will financially assist individuals who take pre-approved educational courses that are relevant to the centre's 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 Regional District within 6 months of completing the course, then the second 50% will be repaid to the Regional District.
- (d) In the event an employee does not successfully complete a course for which he/she has been reimbursed; and subsequently takes the course again and successfully completes it, the employee is reimbursed 75% of the subsequent course cost.

### **ARTICLE 10 - PAYDAYS**

The Management shall provide for paydays every second Friday and statement of earnings and deductions. All employees shall be paid by direct deposit.

### **ARTICLE 11 - STATUTORY HOLIDAYS**

#### **SECTION 1: LIST OF HOLIDAYS**

All employees covered by this Agreement shall be paid for New Year's 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) 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 Facility Maintenance Workers 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) All Facility Maintenance Workers 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.

## **ARTICLE 12 - VACATIONS WITH PAY**

### **SECTION 1: PAYMENT OF VACATION PAY**

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

### **SECTION 2: BANKING OF VACATION CREDITS**

Upon approval of a written request:

- (a) Employees with over two (2) years service shall be entitled to carry up to ten (10) days 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 he/she is allowed to carry over.
- (d) Where a scheduled vacation cannot be taken, every effort must be made to re-schedule the vacation. If it is not possible to re-schedule a cancelled vacation, the employee shall submit a request in writing to the Manager of Recreation Facilities for payment of the unused vacation days.

### **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**

- (a) Vacation and banked time must be used before General Leave in accordance with Article 16 Section 4 except for education or training which is work related.
- (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 March 1st of each year (April 1<sup>st</sup> for 2009). Employees must provide their vacation requests for the entire calendar year. A notice with approvals will be posted on staff bulletin boards by April 1st of each year (May 1<sup>st</sup> for 2009). In any case, regularity of service will not be impeded. Vacation requests will be allocated in accordance with seniority. Requests for amendment to the approved vacation schedule can be considered by mutual agreement where the schedule permits. Such requests will not be allowed to displace previously approved requests and will be responded to by their department manager within seven calendar days of the date of the application where reasonably practicable.
- (d) All full-time employees must schedule a minimum of two weeks of their total accrued vacation between the months of April and September, inclusive unless mutually agreed to between the employee and their department manager.

#### **SECTION 5: LEAVE OF ABSENCE**

The following shall be considered as days actually worked for determining vacations with pay 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 Management 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 shall be credited towards entitlement for annual vacation; but time spent on such leaves of absence shall not be counted in computing vacation.

#### **SECTION 6: 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.

## **ARTICLE 13 - CALL TIME**

### **SECTION 1: CALL OUT**

- (a) A full-time employee being called out for work during hours other than his/her 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 his/her 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 his/her control, shall be entitled to four (4) hours at the applicable rate. This shall not apply if Management gives sufficient 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 his/her control, shall be entitled to two (2) hours at the applicable rate. This shall not apply if Management gives sufficient notice for cancelling said work.

### **SECTION 3: WHERE WORK COMMENCES**

A full-time 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**

- (a) Premium coverage including Extended Health Benefits, but excluding Long Term Disability Plan, shall be provided as long as employee pays their share of the premiums.
- (b) Participation in the Plan shall be mandatory upon completion of the probationary period providing the spouse does not participate in a similar plan.
- (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 their share of benefit premiums while on a layoff. If an employee anticipates that they will be laid off, they may ask their manager 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 will be instituted with a common carrier:

- (a) Group Life Insurance for each qualified employee at a minimum of one and one-half (1-1/2) times annual salary.
- (b) Accidental Death and Dismemberment Insurance for each qualified employee at a minimum of one and one-half (1-1/2) times annual salary.

## **SECTION 3: SICKNESS AND ACCIDENT COVERAGE**

- (a) A full-time employee may accumulate sick leave credit at the rate of one and one-half (1-1/2) working days for each full working month of service to a maximum of eighteen working days for each working year; provided however, that an employee may not accumulate sick leave credit in excess of seventy-five (75) days. Accumulation for Facility Maintenance Workers shall be based on an eight hour day.
- (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 credit accumulates in each succeeding working month in accordance with the provisions of sick leave allowances. Where the employee upon return to duty has not exhausted their accumulated sick leave credit, the further credits shall be in addition to the unexpended portion of their sick leave credit remaining after their return to duty, up to a total not exceeding seventy-five (75) days.
- (c) Employees who are off work for sickness or accident for more than three (3) days may be required to furnish a doctor's certificate. Should such a certificate be required, reasonable notice and time shall be extended to said employee, this shall not affect the employee's right to return to work.
- (d) Weekly indemnity of two-thirds (2/3) of an employees regular wage for a maximum of twelve (12) weeks shall be paid upon either:
  - (i) an employee having no accumulated sick leave, or
  - (ii) the day after accumulated sick leave has been utilized.
- (e) Employees may be required to provide a certificate from a medical practitioner stating the employee is fit for work before returning to work.

## **SECTION 4: LONG TERM DISABILITY**

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

## **SECTION 5: PART TIME EMPLOYEES**

- (a) For the purposes of the Health & Welfare Plans, Municipal Pension Plan and Vacations with Pay Sections of the Agreement, employees who customarily work up to twenty six (26) hours per week are considered part-time employees, and as such, are not entitled to coverage under the aforementioned Sections. Said employees shall, in addition to their regular pay, be paid 4-1/2% Benefit Pay and Holiday Pay at 6% for up to 5 years service or 8% after 5 years service, at the end of every pay period, based on their pay for the period.
- (b) For the purposes of the Health & Welfare Plans and Vacation with Pay section of the Agreement, employees who have returned to part-time work, (that is who customarily work up to twenty six (26) hours per week) from full-time work will be paid the applicable Holiday Pay and 4% 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 Superannuation Plan will be paid the applicable Holiday Pay and 4% Benefit Pay at the end of every pay period based on their pay for the period.

## **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 70% of approved schedule of fees.
  - (iii) Orthodontic Coverage - for dependents under 19 years of age
    - Plan pays 50% of approved schedule of fees (lifetime maximum \$1750).
    - Premiums to be paid by employee.
- (b) 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) Extended Health Benefits shall include an eyeglass coverage - 50/50 sharing of premium costs.
- (b) Coverage will be maximum of \$200 per person in any two (2) year period.

## **SECTION 8: EMPLOYEE AND FAMILY ASSISTANCE**

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

## **ARTICLE 15 - SENIORITY**

### **SECTION 1: PRINCIPLE**

- (a) The Management 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. Staff will fall within the following three departments:
- Operations: Facility Maintenance Worker and Custodial and any employee whose job duties would normally fall within this department
  - Customer Service: Customer Services Representatives, Technicians and Supervisors and any employee whose job duties would normally fall within this department
  - Programs and Services: Lifeguard/Instructors, Program Leaders, Deck Leaders, 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 Management 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.S., 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.
  - (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 his/her 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 Management 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 his/her 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 Management, 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 he or she 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) years' service shall retain their seniority for a period of six (6) months.
- (b) Employees with one (1) or more years' 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 seventy-two (72) hours 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 14, Section 1.

### **SECTION 6: PROBATIONARY PERIOD**

- (a) FULL-TIME - the probationary period for all full-time employees to continue work for four hundred and eighty (480) hours worked, to determine suitability for employment as a regular

employee. Such period of time may be extended by written mutual agreement of the parties. During this time they are to be considered temporary full-time 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 full-time employees, and shall then be entitled to seniority as regular full-time employees, and shall then be entitled to seniority in that department dating from the date on which they entered the department's employ.
- (c) PART-TIME - the probationary period for all regular part-time employees will be three hundred and twenty (320) hours worked or one (1) year from date of hire, whichever comes first. During this time they are to be considered temporary part-time workers only, and during this same period no seniority rights shall be recognized. Upon completion of the probationary period they shall be regarded as regular part-time employees and shall then be entitled to seniority dating from the date on which they entered the department's employ.
- (d) Probationary employees will be called in for work in accordance with their hiring date.
- (e) All employees hired after the date of signing of the collective agreement shall be hired and paid at Level I 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 Management'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 Management twice during each calendar year, once in March and once in September, setting out the name and starting day of each regular employee. The Management will advise the Union each month of changes to the said list.

#### **SECTION 9: REINSTATEMENT**

In any case where an employee has been transferred by Management to a supervisory position and at a later date ceases to be a supervisory worker and the Management 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.

## **ARTICLE 16 - LEAVE OF ABSENCE**

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

The Management 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 Management as soon as may be reasonably possible.

### **SECTION 2: MATERNITY LEAVE**

Part 6, Section 50 - Pregnancy Leave of the *Employment Standards Act*, RSBC 1996 Chapter 113 and amendments thereto, shall become a part of this Agreement.

### **SECTION 3: WRITTEN PERMISSION**

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

### **SECTION 4: GENERAL LEAVE**

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

- (a) That the employee applies at least one month in advance unless the grounds for such application could not reasonably be foreseen.
- (b) That the employee shall disclose the grounds for application.
- (c) That the Management shall grant such leave where a bona fide reason is advanced by the applicant, or may postpone leave for educational or training purposes where suitable replacement is not available as per Article 15, Section 1(a).
- (d) That the Management shall be required to consult with the Shop Committee in respect of any application for Leave under this Section.
- (e) Employees granted educational or training leave shall be eligible for a maximum of six (6) months leave of absence. Employees are entitled to one such request every three (3) years.

### **SECTION 5: BEREAVEMENT LEAVE**

- (a) When death occurs to a member of a regular full-time employees 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 employees 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 regular full-time employee who is required to perform jury duty, including Coroner's jury duty or who is required to appear as a Crown Witness or Coroner's Witness on a day on which they would normally have worked will be reimbursed by the Management 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 Management 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 their employer within thirty (30) calendar days after completion of their term of employment with the Union.
- (b) The Management 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 clause (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.

## **SECTION 8: FAMILY RESPONSIBILITY LEAVE**

- (a) An employee can take up to five days of unpaid leave in each employment 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 their employers as much notice as possible and provide sufficient information for their employers to understand the reason for the leave. Employees are not required to give notice in writing or disclose personal or private information.

## **ARTICLE 17 - JOINT OCCUPATIONAL HEALTH AND SAFETY COMMITTEE**

### **SECTION 1: COMPOSITION**

- (a) The Management 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 Management 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 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 Management 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 Management shall supply free of charge to employees all safety equipment required to be worn under Workers' Compensation Board Regulations, or the Joint Safety Committee.
- (b) The supply and care of coveralls and uniforms shall be the responsibility of Management.

## **ARTICLE 19 - CLOTHING ALLOWANCE**

- (a) The employer shall reimburse aquatic and maintenance personnel upon completion of probation for 50% of receipted expenditures for clothing and footwear required in the performance of their duties to a maximum of \$100.00 annually.
- (b) The employer shall reimburse aquatic instructors upon completion of probation for 50% of receipted expenditures for clothing, footwear and music required in the performance of their duties to a maximum of \$125.00 annually.

## **ARTICLE 20 - ADJUSTMENT OF GRIEVANCES**

### **SECTION 1: PROCEDURE**

The Management and the Union mutually agree that, when a grievance arises in the complex coming 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.

#### **Step Two**

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

#### **Step Three**

If a satisfactory settlement is not then reached, the Shop Committee shall request a meeting with the Manager of Recreation Facilities or such person as designated by Management. The Union will provide the Manager of Recreation Facilities with a written statement of the grievance. Within a

further fourteen (14) days of the meeting, the Manager of Recreation Facilities will give a written decision on the grievance.

#### **Step Four**

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

#### **Step Five**

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, 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 or Management 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 Management 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 Management 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, and stenographic and secretarial expenses, and rent connected with his 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 complex 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, 2009 to January 31, 2012 and shall continue during bona fide collective bargaining.

On behalf of United Steelworkers Local 1-1937

On behalf of Comox Valley Regional District

\_\_\_\_\_  
2<sup>nd</sup> Vice President

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
Shop Chair

\_\_\_\_\_  
Manager of Legislative Services

Signed at Courtenay, BC, this \_\_\_ day of March, 2009

## SCHEDULE OF WAGES

<b>JOB CLASSIFICATION</b>	FEB 1, 2009 (3%)		FEB 1, 2010 (2.75%)		FEB 1, 2011 (2.75%)	
	Level 1	Level 2	Level 1	Level 2	Level 1	Level 2
Recreation Facility Attendant	\$13.44	\$14.00	\$13.79	\$14.38	\$14.16	\$14.78
Custodian	\$15.80	\$16.46	\$16.23	\$16.91	\$16.68	\$17.38
Customer Service Representative	\$17.56	\$18.29	\$18.04	\$18.80	\$18.54	\$19.31
Customer Service Technician	\$18.44	\$19.21	\$18.95	\$19.74	\$19.47	\$20.28
Customer Service Supervisor	\$19.32	\$20.13	\$19.85	\$20.68	\$20.4	\$21.25
Lifeguard/Instructor	\$17.56	\$18.29	\$18.04	\$18.80	\$18.54	\$19.31
*Leaders (Deck, Program)	\$21.96	\$22.88	\$22.57	\$23.51	\$23.19	\$24.15
Facility Maintenance Worker	\$21.41	\$22.31	\$22.00	\$22.92	\$22.61	\$23.55
Facility Maintenance Chargehand	\$21.96	\$22.88	\$22.57	\$23.51	\$23.19	\$24.15

Lifeguard/Instructors shall be paid premiums for all hours worked as follows:

Shift Supervisor - \$.75/ hour  
 Tier 1 - \$.75/ hour  
 Tier 2 - \$2:00/ hour  
 Tier 3 - \$2.25/ hour  
 Leadership Course Inst- \$2.25/ hour

\* Leaders shall be entitled to pay for preparation and paperwork at their base rate in accordance with Article 7 Section 1 (b). The above premiums will not apply.

## HOURS OF WORK SUPPLEMENT

This hours of work supplement shall be used as a scheduling guide only for Customer Service Representatives and full time Lifeguard/Instructors. Hours may vary depending on facility schedule, programming attendance and season.

### LIFEGUARD/INSTRUCTORS

#### Comox Valley Sports Centre

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<b>Two Guards</b>		Mornings	Mornings	Mornings	Mornings	Mornings	
<b>One Guard</b>			Afternoons	Afternoons	Afternoons	Afternoons	Afternoons
<b>One Guard</b>		Afternoons	Afternoons	Afternoons	Afternoons	Afternoons	

#### Comox Valley Aquatic Centre

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<b>Two Guards</b>		Mornings	Mornings	Mornings	Mornings	Mornings	Mornings
<b>One Guard</b>	Days	Days	Days	Days			Mid Day or Afternoon
<b>One Guard</b>	Mid Day	Mid Day	Mid Day	Mid Day			Mid Day or Afternoon
<b>One Guard</b>		Afternoons	Afternoons	Afternoons	Afternoons	Afternoons	
<b>One Guard</b>	Afternoons	Afternoons	Afternoons	Afternoons	Afternoons		
<b>One Guard</b>		Early Days	Early Days	Early Days	Early Days	Early Days	

Leaders hours will vary depending on lesson schedule  
Hours will be “split” between both facilities

## CUSTOMER SERVICE REPRESENTATIVES

### Comox Valley Sports Centre

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<b>One Position</b>		Days	Days	Days	Days	Mornings	
<b>One Position</b>	Days at CVAC	Mornings	Mornings	Mornings	Mornings		
<b>One Position</b>			Afternoons*	Afternoons	Afternoons*	Mid Day	Days

\* Includes arena shift

### Comox Valley Aquatic Centre

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<b>One Position</b>		Days	Days	Days	Days	Days	
<b>One Position</b>		Mornings	Mornings	Mornings	Mornings	Mornings	
<b>One Position</b>			Afternoons	Afternoons	Afternoons	Afternoons	Days
<b>One Position</b>	Days	Afternoons	Afternoons			Afternoons	Afternoons

## LETTER OF UNDERSTANDING

Re: K. Cessford

In addition to the Shift Schedule all programs that are run by part-time employees, as at January 1, 1991, will be retained by those employees.

It is understood that these are the programs run by Kathleen Cessford.

For the Comox Valley Regional District

For the United Steelworkers:

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**LETTER OF UNDERSTANDING**

Re: Recording Seniority

The Parties agree to refer the matter of recording seniority based on hours worked to the Joint Employee/Management Committee for discussion.

For the Comox Valley Regional District

For the United Steelworkers:

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**LETTER OF UNDERSTANDING**

Re: Distribution of Premium-Paid Work for Lifeguards/Instructors

The parties agree to refer the matter of distribution of premium-paid work for Lifeguards/Instructors to the Joint Employee/Management Committee for discussion if necessary.

For the Comox Valley Regional District

For the United Steelworkers:

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