

COLLECTIVE AGREEMENT

BETWEEN

B C FOREST DISCOVERY CENTRE

AND

**UNITED STEELWORKERS
LOCAL 1-1937**

APRIL 30, 2012 TO APRIL 30, 2016

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COLLECTIVE AGREEMENT

BETWEEN:

B C FOREST DISCOVERY CENTRE

(Hereinafter known as the "Society")

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 Society, 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 and visitors, flexibility and economy of operation, quality of service, and protection of property. It is recognized by this Agreement to be the duty of the Society and the Union and the employees to co-operate fully, individually and collectively, for the advancement of said conditions.

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

Wherever a masculine reference is used in this agreement it shall be deemed to include the equivalent feminine reference.

ARTICLE I - BARGAINING AGENCY

Section 1: Recognition and Bargaining Authority

- (a) The Society recognizes the Union as the sole collective bargaining agency of the employees of the Society at 2892 Drinkwater Road, Duncan, BC except management and dependent contractors. The Union is the only bargaining agent that the Society will recognize during the term of this Agreement unless ordered otherwise by the Labour Relations Board of British Columbia.
- (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 XXI, Section 1, Step Three and in the event of failure to reach a satisfactory settlement it shall be dealt with by arbitration and set forth in Article XXI I, Section 1 or by mediation by mutual agreement.
- (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 Society 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 employee.

Section 3: Access to Operation

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

ARTICLE II - MANAGEMENT RIGHTS

Section 1: Direction

The management and the operation of, and the direction and promotion of the Employees 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 them or discharge them for proper cause.

Section 3: Management

The Society shall have the right to schedule operations, and the number of shifts, to determine: job content; quality standards and the establishment of work or job assignments; and to determine the qualifications of an employee to perform any particular job.

ARTICLE III - 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 management staff the policy herein expressed.

Section 2: Union Shop

All Bargaining Unit employees shall, within thirty (30) calendar days after the execution of this Agreement, or thirty (30) calendar days after entering employment, whichever date last occurs, become members of the Union and maintain membership therein throughout the terms of this Agreement, as a condition of continued employment.

Section 3: Maintenance of Membership

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

Section 4: Discharge of Non-members

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

Section 5: Union Membership

- (a) No employee shall be subject to any penalties against his application for membership or reinstatement, except as may be provided for in the United Steelworkers Constitution and in accordance with the By-Laws of United Steelworkers, Local 1 -80.
- (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 Society 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.

Section 7: Social Insurance Number

The Society 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 Society, whichever date last occurs.

ARTICLE IV - SHOP COMMITTEE

Section 1: Composition

The Shop Committee shall consist of not less than two (2) employees and not more than three (3) employees with completed probationary period of employment with the Society who are members of the Union and, wherever possible, they shall be selected on a departmental basis.

Section 2: Notification

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

Section 3: Joint Committee

- (a) Two members of the Shop Committee shall meet with a two member Society Committee made up from Management on a monthly basis. The Joint Committee shall serve as the primary forum for the discussion of issues related to the operation of the BC Forest Discovery Centre that are of joint and mutual interest. The Joint Committee shall discuss matters related to day to day operations, measures to be undertaken to promote the growth and development of the Centre, measures to be undertaken to assist in the training and skills development of employees of the Centre, and any such issue as may be jointly identified as appropriate for discussion. The Joint Committee meetings will be alternately chaired between the Society and the Union.
- (b) Attendance of support staff during the off season will be voluntary.

Section 4: Exceptions

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

Section 5: External Training and Upgrading Opportunities

To upgrade full time and support staffs training and abilities, for the betterment of the BC Forest Discovery Centre and its visitors' experience, the parties agree to discuss external training and upgrading opportunities during Joint Committee meetings as per Article IV Section 3.

The Joint Committee may identify external courses for training and upgrading that may be available.

The Society will cover the tuition and supply costs and any potential wage loss for all courses that are approved at the Joint Committee level.

ARTICLE V – HOURS OF WORK

Section 1: Hours and Overtime

The regular hours of work shall be eight (8) or ten (10) hours per day and forty (40) hours per week with rate and one-half for any hours worked over eight (8) hours or ten (10) hours per day and forty (40) hours per week. Any work performed in excess of eleven (11) hours per day shall be paid at double rate.

Section 2: Seven Day a Week Operation

The Society shall have the right to operate the B C Forest Discovery Centre on a seven (7) day a week basis.

Section 3: Notice of Change

The Employer will give two (2) weeks' notice when initiating changes to the shift schedule, including changes to the start/quit times and/or days off. The notice period may be waived by mutual agreement between the Employer and the Employee in the case of non-scheduled events.

Section 4: No Work Guarantee

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

Section 5: Rest Periods

- (a) All full time employees shall be entitled to two fifteen-minute rest periods during each regular shift; one in the first half and one in the second half of the shift. An unpaid half-hour (1/2) lunch break shall be taken during the employee's shift.
- (b) All support staff and summer staff shall be entitled to a one half-hour (1/2) unpaid lunch break during each shift, and may receive breaks as directed by their supervisor when practical up to twice a shift.

Section 6: Banking Overtime

- (a) The society shall provide for the banking of overtime when requested by employees for up to a maximum of three (3) days.
- (b) Banked overtime may be taken when requested as wages at the applicable overtime rate, or;
- (c) As paid time off as per the overtime rates i.e., one hour at time and one half is equivalent to one and one half paid hours off work.

ARTICLE VI - TECHNOLOGICAL CHANGE

Section 1: Advance Notification

The Society shall notify the Shop Committee and the Union not less than three (3) months in advance of intent to institute changes in working methods or facilities which would involve the discharge or laying off of full time employees.

Section 2: Severance Pay

Full time employees discharged, laid off or displaced from their regular job because of mechanization, technological change or automation shall be entitled to severance pay of one week's pay for each year of service with the Society. The amount calculated under such entitlement shall not exceed a maximum of ten (10) weeks' pay.

ARTICLE VII – WAGES

Section 1: Wages

Wage tables are in Appendix A.

Section 2: Leadhand Premium

Employees with Leadhand duties shall receive seventy-five cents (\$.75) per hour worked in addition to their daily pay, while performing Leadhand duties.

Section 3: First Aid Tickets (Designated)

The following premiums shall be paid to a maximum of three (3) designated ticket holders:

Level 2 First Aid \$.25 cents per hour
Level 3 First Aid \$.50 cents per hour

Section 4: Travel Expenses

- (a) When authorized to use your own vehicle to travel to work outside of the B.C. Forest Discovery Centre a thirty (\$.30) cent per kilometer rate shall be paid to employees.
- (b) When management identifies a secondment opportunity the parties will meet to agree upon the terms and conditions that will apply, and the shop committee will be advised of the location and duration prior to the secondment, in writing.
- (c) The Society shall reimburse reasonable expenses for out of town meetings or secondments, if the parties cannot agree, the issue will be referred to the grievance procedure.

Section 5: New and Revised Jobs and Evaluation

- (a) The Society shall produce job descriptions for all current, new or significantly revised positions at the Centre. The content of the job description shall be discussed with the Joint Committee and the incumbent employee. Final agreement to a completed description requires the signature of management and the union.
- (b) Where the Society develops a new or significantly revised job, the Society shall meet with the Union to establish a rate of pay for the job.
- (c) If no agreement is reached in (b) above the Society may set an interim rate while the Union submits its position within thirty (30) days to the Manager. The Manager shall review the positions of the union and make a decision within thirty (30) days.
- (d) If the Union disagrees with the Manager's decision job pursuant to (c) above then the Union may submit the matter to binding arbitration as set out in Article XXII—Arbitration, of this Agreement.
- (e) The Parties agree that the principles of pay equity will apply in the evaluation of all positions. Pay equity means that positions that produce work of equal value compared to other positions will be paid equally.
- (f) In the event that a position being evaluated is held by an existing employee, the employee will continue to receive their previously held pay rate until such time as a new evaluation is completed.
- (g) In the event that the evaluation process yields a new, higher rate of pay, the new pay rate shall be effective in the pay period that follows the completion of the evaluation process.
- (h) No employee's pay rate shall be reduced as the result of this job evaluation process.
- (i) The Union may submit a job they feel is new or significantly revised to be reviewed through this process upon written request to the Society.

ARTICLE VIII - PAY DAYS

The Society shall pay employees biweekly every second Friday by direct deposit (electronic funds transfer) to a participating chartered bank, trust company or credit union of the employee's choice. Each employee shall be furnished with an itemized statement of earnings and monthly deductions.

ARTICLE IX - STATUTORY HOLIDAYS

Section 1: Statutory Holidays

- (a) All employees who work on New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, BC Day, Labour Day, Thanksgiving Day, Remembrance Day, and Christmas Day, shall be paid rate and one-half for all hours worked.
- (b) An hourly rated employee who qualifies for any of the holidays named in Section 1 (a) herein, in accordance with the conditions set out in Section 2, shall be paid for the said holiday at his regular job rate of pay to a maximum of eight (8) hours or ten (10) hours for his regular work schedule.

Section 2: Qualifying Conditions

- (a) An employee, to qualify for Statutory Holiday pay, must comply with each one of the following conditions:
- i. Have been on the payroll thirty (30) calendar days immediately preceding the holiday.
 - ii. An employee with a regular schedule of hours who has worked at least 15 of the 30 calendar days prior to a statutory holiday is entitled to a regular day's pay for the holiday.
 - iii. An employee who has worked irregular hours on at least 15 of the 30 days prior to a statutory holiday is entitled to an average day's pay for the holiday. This amount is calculated by dividing the employee's total wages, excluding overtime, earned in the 30 day period by the number of days worked.
 - iv. An employee who has worked fewer than 15 of the 30 days prior to a statutory holiday is entitled to pro-rated statutory holiday pay. This amount is calculated by dividing the employee's total wages, excluding overtime, earned in the 30 day period by 15.
- (b) If an employee is on annual vacation, and would have been scheduled to work, the employee's vacation days and vacation pay are counted as days worked and wages earned when calculating statutory holiday pay. Employees while on leave of absence under Article XIV Section 7(a) or any employees while members of a negotiating committee under Section 7(b) thereof shall not qualify for paid statutory holidays.

Section 3: Holiday Shift

Any employee working on a Statutory Holiday shall be paid rate and one-half for any hours worked on a shift designated as a Statutory Holiday. The employee shall also be entitled to another day off with pay, or the equivalent days' pay in lieu of a day off.

ARTICLE X - VACATIONS WITH PAY

Section 1: Vacation Entitlement

Years of Service	Entitlement	Pay	If Employment Terminated
1 – 3 Years	Two (2) Weeks	4% of Total Wages Earned by the Employee in the Working Year	4% of Total Wages Earned by the Employee in the Working Year
3 – 7 Years	Three (3) Weeks	6% of Total Wages Earned	6% of Total Wages

		by the Employee in the Working Year	Earned by the Employee in the Working Year
7 – 11 Years	Four (4) Weeks	8% of Total Wages Earned by the Employee in the Working Year	8% of Total Wages Earned by the Employee in the Working Year
More than 11 years	Five (5) Weeks	10 % of Total Wages Earned by the Employee in the Working Year	10 % of Total Wages Earned by the Employee in the Working Year

Section 2: Vacation Time

- (a) Vacations for employees shall be taken at such time as mutually agreed upon by the Shop Committee and the Manager when quantity and regularity of production shall not be impaired.
- (b) All earned vacations must be taken annually.

Section 3: Payment of Vacation Pay

- (a) Full time employee's holiday pay shall be paid prior to the scheduled vacation time, which may be included in their regular bi-weekly pay, by mutual consent, based on the amount of holidays booked, and percentage of gross wages.
- (b) Support Staff and Summer Staff shall have holiday pay added to wages each pay period.

Section 4: Vacation Pay - Percentage of Wages Method

The following shall be considered as days actually worked for determining vacations with pay for an employee after one (1) continuous year of employment, where the employee would have been scheduled to work.

- (a) Absence due to bereavement leave in accordance with the terms and conditions of Article XIV, Section 4.
- (b) 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 XIV, Section 6.
- (c) Any other absence duly approved by the employer in writing shall be credited towards entitlement for annual vacation but time spent on such leaves of absence shall not be counted in computing vacation pay.

Section 5: Employment Standards Act

Part 7 - Annual Vacation of Employment Standards Act, Bill 25, 1995, and amendments thereto, except where varied or modified by the provisions herein, shall become a part of this Agreement.

ARTICLE XI - CALL TIME

Section 1: Where No Work

- (a) Any employee who is called for work and on reporting finds no work available due to reasons beyond his or her control shall be entitled to two (2) hours at the usual rate. This shall not apply if the Society gives notice cancelling said call.

- (b) An employee called out to work on overtime and finds no work available, shall receive two (2) hours pay at the applicable straight time rate. If he commences work and is sent home, he will be guaranteed four (4) hours at the applicable straight time rate.

Section 2: Where Work Commences

In the event that an employee commences work on his shift and prior to the completion of two (2) hours work the employee shall receive four (4) hours' pay, at the employee's regular rate, except where his work is suspended because of inclement weather or other reasons completely beyond the control of the employer, when two (2) hours must be paid.

ARTICLE XII - HEALTH & WELFARE

Section 1: Medical Coverage

- (a) Medical coverage (MSP) and Extended Health coverage shall be provided by the Society for full time employees. Details of the plans are available on request.
- (b) MSP Coverage shall be provided by the Society for support staff at the start of their third year.

Section 2: General Principles

- (a) Premium costs for medical coverage (MSP) will be a Society cost. The Extended Health coverage for full time employees shall be cost shared forty percent (40%) by the employee and sixty percent (60%) by the employer.
- (b) Participation in the Extended Health Plan is to be a condition of employment.
- (c) A new full time employee who has not had previous coverage will be eligible for benefits from the first day of the month following a two (2) month waiting period. Following a lay-off of less than six (6) months coverage will begin the first of the month following rehiring or following a lay-off of greater than six (6) months the first day of the month following a two (2) month waiting period.
- (d) Coverage for full time staff during lay-off will be extended to the end of the month in which the lay-off occurred if employed for more than four (4) months or less than twelve (12) months. For full time staff with one or more years' seniority, coverage will extend to two (2) months beyond the month of lay-off.
- (e) In order for reinstatement of lay-off coverage to occur for full time staff, there must be a return to full-time employment. An employee returns to full time employment when he is employed for ten (10) working days within a floating period of thirty (30) consecutive calendar days.
- (f) M.S.P. coverage for support staff during lay-off will be extended to the end of the month in which the lay-off occurred.
- (g) M.S.P. coverage for support staff shall commence at the start of the month following their date of recall.

Coverage for Medical and Dental will be extended to include dependents of regular employees who are over the age of 21 but not over the age of 25 who are attending a recognized educational institution.

ARTICLE XIII - SENIORITY

Section 1: Principle

The Society recognizes the principle of seniority, competency considered.

Section 2: Reduction & Recall of Forces

- (a) In the event of a reduction of the 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 Society decides to exercise its right under this provision it shall notify the Shop Committee as soon as possible.
- (b) When recalling forces after a period of layoff following a reduction of forces, an employee shall be recalled in order of his plant seniority subject to the competency of the person involved and the provisions of Section 1.

Section 3: Retention During Layoff

It is agreed between the Parties that seniority during layoffs shall be retained on the following basis:

- (a) Full time Employees with less than one (1) years' service shall retain their seniority for a period of six (6) months.
- (b) Full time 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.
- (c) Support Staff

Support staff shall retain seniority rights from one operational season to the next and shall increase seniority retention as per section (b) above.

- (d) Summer Staff

Summer staff shall retain seniority rights, upon completion of the probationary period, for a period of three (3) months.

- (e) A laid-off employee's seniority retention under (a), (b) (c) or (d) above is reinstated on the completion of one (1) day's work.

It shall be the employer's responsibility to maintain an address file of his employees and shall be the employee's responsibility to notify his employer in writing or by email of any change of address.

Section 4: Job Posting & Training Postings

- (a) Vacancies shall be posted in advance for a period of not less than four (4) working days except when otherwise agreed.
- (b) This Section shall not apply to temporary replacements of two (2) weeks or less necessitated by illness, injury, or other leave of absence, or to temporary replacements of longer duration for employees on

vacation, but in filling these vacancies senior employees will be given preference in accordance with Article XIII, Section 1.

- (c) Employees absent with leave shall be entitled to view and bid on all jobs, posted four (4) weeks prior to their return to work.
- (d) In the event that a current Support Staff position becomes vacant during the term of this agreement the Society further agrees to post and fill the vacancy.

Section 5: Classifications

- (a) The Parties agree there shall be three classifications of employees at the B C Forest Discovery Centre, full-time employees, support employees and summer employees.
- (b) The three classifications are separate and no job bumping shall be allowed between the three classifications, except in the case of layoffs, where full time employees may bump support or summer employees with less operational seniority, and displaced support employees may bump summer employees with less operational seniority.
- (c) The Society agrees to maintain the seven (7) full time staff, before the use of support staff. The Society further agrees to maintain the current six (6) people identified as support staff, prior to the use of summer staff.
- (d) The Society agrees to maintain a minimum of six (6) positions in the support staff, if through attrition people leave a support staff position.

Section 6: Probationary Period

- (a) Notwithstanding anything to the contrary contained in this Agreement save and except the provisions of Clause (b) of this Section, it shall be mutually agreed that all full time employees are hired on probation, the probationary period to continue for fifty (50) 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 fifty (50) working days, they shall be regarded as full time employees, and shall then be entitled to seniority dating from the day on which they entered the Society's employ, provided however, that the probationary period of fifty (50) working days shall only be cumulative within the three (3) calendar months following the date of entering employment.
- (b) The same procedure as above shall apply to support staff employees and summer staff employees, with the exception of a thirty (30) day probation.
- (c) Probationary employees will be called in for work in accordance with their hiring date, unless such call-in is beyond the control of the employer, and is subject to the employee being competent to perform the work. This obligation does not apply where the employee cannot be readily contacted or where the employee has already worked one shift in the 24 hour period.

Section 7: Seniority List

- (a) It is agreed that a seniority list will be supplied to the Union by the Society twice during each calendar year, setting out the name and starting date with the Society of each full time employee. The Society will advise the Union once each month of changes to the said list.
- (b) A separate seniority list shall be in place for the support staff employees, with the same procedure as noted above.

- (c) A separate seniority list shall be in place for the summer employees.

Section 8: Reinstatement

- (a) In any case where an employee has been transferred by the Society to a supervisory position and at a later date ceases to be a supervisory worker and the Society desires to retain his services, it is hereby agreed that reinstatement can be made within the bargaining unit provided however that supervisory workers reinstated in the bargaining unit must return to the job held at the time of their promotion to a supervisory position.
- (b) Employees who are required for temporary management duty for a period of not more than sixty (60) working days in each calendar year shall continue to accumulate their seniority. These employees will return to the job they held prior to the management assignment. This period may be extended by mutual agreement.

Section 9: Layoff Notice

- (a) In the event of layoff of a full time position, three (3) weeks shall be the minimum notice given.
- (b) In the event of layoff of a support staff position, two (2) weeks shall be the minimum notice given.
- (c) When layoff notices are given, specific dates shall be used.
- (d) In the event a layoff notice lapses without layoff, a two (2) week notice requirement will be in effect, unless a specific extension period is agreed to.
- (e) All layoff notices will be made in writing.

Section 10: Support Staff I Off Season Work

- (a) At the end of the operating season, and prior to a layoff, support staff shall be asked if they are interested in off-season work on a seniority, competency basis. Support staff shall have the right to decline off-season work.
- (b) Support staff who have declined work for the off season, and wish to change their status and be available for work during the off season must give thirty (30) days' notice.

Section 11: Recall Notice

All employees on layoff of more than one (1) calendar month shall be entitled to two (2) weeks notice upon recall to work.

Section 12: Support Staff Training

The Employer agrees that newly hired support staff/summer staff will be trained as conductors provided the training is reasonably available in the community.

ARTICLE XIV - LEAVE OF ABSENCE

Section 1 Injury or Illness

(a) The Society will grant leave of absence to employees suffering injury or illness for the terms of this Agreement, subject to a medical certificate if requested by the Manager. The employee shall have a reasonable period, (maximum seven (7) days), of time to present such medical certificate. The employee shall report or cause to have reported the injury or illness which requires his absence to the Society as soon as may be reasonably possible.

(b) Sick Leave

- (i) Full time employees who are absent because of illness or injury will be entitled to one and one-half (1-1/2) days of paid sick leave per each month worked in the calendar year, less days covered by the benefit program.
- (ii) The allowances are available each calendar year and are not cumulative.
- (iii) Support staff shall be entitled to sick leave as per (b)(i) above upon the start of their third year of employment.

Section 2: Written Permission

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

Section 3: Leave from Work

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

- (a) That the employee applies at least one (1) month in advance unless the grounds for such application could not reasonably be foreseen.
- (b) That the employee shall disclose the grounds for application.

The Manager shall consult with the Shop committee in respect to any decision on an application for leave under this section.

Section 4: Bereavement Leave

- (a) When death occurs to a member of a regular full-time employee's immediate family, the employee will be granted an appropriate leave of absence for which he shall be compensated at his regular straight time hourly rate of pay for his regular work schedule for a maximum of three (3) days.
- (b) Members of the employee's immediate family are defined as the employee's spouse, mother, father, brothers, sisters, sons, daughters, mother-in-law, father-in-law, step parents, grandparents, grand parents-in-law, grandchildren, sons-in-law, daughters-in-law and step children.
- (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) Support staff shall be entitled to bereavement leave under Section 4(a), (b), (c) above at the start of their third year of employment.

Section 5: Maternity, Parental & Adoption Leave

A reasonable period of extended Maternity Leave, Paternal and Adoption Leave without pay, will be granted where there is a valid reason and that medical certification may be required.

Section 6: Family Leave

- (a) Compassionate care leave in this section, "family member" means a member of an employee's immediate family, and any other individual who is a member of a prescribed class.
- (b) An employee who requests leave under this section is entitled to up to 8 weeks of unpaid leave to provide care or support to a family member if a medical practitioner or nurse practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within 26 weeks, or such other period as may be prescribed, after the date the certificate is issued, or if the leave began before the date the certificate is issued, the date the leave began.
- (c) The employee must give the employer a copy of the certificate as soon as practicable.
- (d) An employee may begin a leave under this section no earlier than the first day of the week in which the period under subsection (2) begins.
- (e) A leave under this section ends on the last day of the week in which the earlier of the following occurs: the family member dies; the expiration of 26 weeks or other prescribed period from the date the leave began.
- (f) A leave taken under this section must be taken in units of one or more weeks.
- (g) If an employee takes a leave under this section and the family member to whom subsection (2) applies does not die within the period referred to in that subsection, the employee may take a further leave after obtaining a new certificate in accordance with subsection (2), and subsections (3) to (6) apply to the further leave.

Section 7: Jury Duty

- (a) Any regular full-time employee who is required to perform jury duty including Coroner's jury duty, or who is required to appear as a Crown witness or Coroner's witness on a day on which he would normally have worked, will be reimbursed by the Society for the difference between the pay received for the said jury or witness duty and his regular straight time hourly rate of pay for his regularly scheduled hours of work. It is understood that such reimbursement shall not exceed one (1) week's pay, less pay received for the said jury or witness duty. The employee will be required to furnish proof of jury or witness service and jury or witness duty pay received.
- (b) Hours paid for under the provisions of this Section will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays but will not be counted as hours worked for the purpose of computing overtime.

- (c) Support staff employees shall be entitled to Jury Duty Leave under Section 6 (a), (b) above at the start of their third year of employment.

Section 8: Union Business

- (a) The Manager will grant leave of absence to employees who are appointed or elected to Union Office for a period up to and including one (1) year. Further leave of absence may be granted by mutual consent. The employee who obtains this leave of absence shall return to the Society within thirty (30) calendar days after the completion of his term of employment with the Union.
- (b) The Manager will grant leave of absence to employees who are elected as representatives to attend Union meetings and Union conventions or as members of any negotiating committee of the United Steelworkers in order that they may carry out their duties on behalf of the Union.
- (c) In order for the Society to replace the employee with a competent substitute, it is agreed that before the employee receives this leave of absence, as set forth in Clauses (a) and (b) above, the Society will be given due notice in writing; in the case of (a), twenty (20) calendar days and in the case of (b), five (5) calendar days.

ARTICLE XV - ACCIDENT PREVENTION COMMITTEE

Section 1: Composition

- (a) The Management of the Discovery Centre shall maintain an Accident Prevention Committee consisting of not more than six (6) members or less than two (2) members one of which will be support staff.
- (b) The said Committee shall consist of an equal number of representatives of the Society and the employees.

Section 2: Duties

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

Section 3: Pay for Meetings

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

Section 4: Meetings During Work

Where Accident Prevention Committee meetings are held during working hours with the consent of the Society, employees' time will not be deducted for attending such meetings or investigations into accidents. The APC will meet once per month and shall be chaired on an alternating basis between the Management representative and the chair of the Union representatives on the Committee.

Section 5: Investigations

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

Section 6: Safety Equipment

Where the Society or WorkSafe require, the Society shall supply, free of cost to the employees, hard hats, eye protection, ear protection, safety vest, knee pads, welding goggles and gloves or any other safety equipment for specialized jobs. A supply of rain gear will be available as required.

Section 7: Boot Allowance

- (a) The Society agrees to provide a boot allowance of up to \$125.00 for full time employees as regularly required, by reimbursement only, for steel toed safety boots and/or shoes.
- (b) Support staff shall be entitled to the boot allowance as described above in (a), upon the start of their third year of employment.

Section 8: Uniform

Where employees are required to wear uniforms they shall be supplied at no cost to employees and shall be replaced when worn or damaged.

Section 9: Laundry Allowance

A laundry allowance of Two dollars and fifty cents (\$2.50) per week shall be paid where required.

ARTICLE XVI - PENSION PLAN

- (a) The Society shall continue to fund full-time employee's R.R.S.P. Plan.
- (b) The Plan shall be funded effective May 1, 2013 based on eighty (\$80.00) dollars per month per full time Employee.
- (c) Other rules of the Plan shall continue in place.

ARTICLE XVII - PERMANENT CLOSURE

The Society agrees that full time employees affected by a permanent closure of operations shall be given thirty (30) days' notice of closure, and summer staff shall be given notice in accordance with the Employment Standards Act.

ARTICLE XVIII - SEVERANCE PAY FOR PERMANENT CLOSURE

- (a) Full time employees terminated by the employer because of permanent closure of the operation shall be entitled to severance pay equal to one (1) week's pay for each year of continuous service and thereafter in increments of completed months of service with the Society up to a maximum of ten (10) weeks.
- (b) Where support staff and summer staff employees are terminated by the employer because of permanent closure employment standards shall apply.

ARTICLE XIX - VOLUNTEERS

It is recognized that the long-term viability of the British Columbia Forest Discovery Centre is dependent on staff, volunteer help, utilization of various funding programs and any other subsidization opportunities.

- (a) Full time positions outlined in Appendix "A" shall at no time be performed by volunteers or employees hired through grants.
- (b) Support positions shall at no time be performed by volunteers or employees hired through grants during the operating season.
- (c) The Society shall notify the Shop Committee in advance in writing when volunteers are used during the Operating Season. Volunteers shall only be used when full-time staff and support staff are employed on their regular 40-hour per week schedule.
- (d) The Society shall notify the Shop Committee in advance in writing when volunteers are used during the Off-Season. The volunteers shall only be used when full-time staff are employed on a regular 40-hour per week schedule.
- (e) The Society shall be able to use, Staff, Directors or Volunteers at its sole discretion to fill positions where work is performed outside the B C Forest Discovery Centre facility in Duncan except where modified by a local agreement.
- (f) The definition of "operating season" as it pertains to this Collective Agreement shall refer to time periods when the BC Forest Discovery Centre is open to the public. Currently the operating season begins at Easter and extends to Thanksgiving, but can change from year to year.
- (g) The definition of "off-season" as it pertains to this Collective Agreement shall refer to time periods, excluding off hours during the operating season, when the BC Forest Discovery Centre is closed on a daily basis to the public. Currently the off-season period is after Thanksgiving and extends to Easter, but can change from year to year.

ARTICLE XX - CONTRACTORS AND SUB-CONTRACTORS

- (a) The Society agrees that the introduction of a contractor or sub-contractor at the date of this signing will not result in the loss of employment for employees within the bargaining unit or bargaining unit positions.
- (b) The Society also agrees that there shall be no loss of full-time positions by transferring duties outside of the BC Forest Discovery Centre.
- (c) The shop committee shall be advised in writing prior to any new contractor or sub-contractor commencing work at the operation.
- (d) Contractors or sub-contractors shall not do work during the operating season that full-time employees are competent to perform in the off-season, except where necessary.

ARTICLE XXI - ADJUSTMENT OF GRIEVANCES

Section 1: Procedure

The Society and the Union mutually agree that, when a grievance arises in the Discovery Centre 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 Supervisor or Manager directly in charge of the work within fourteen (14) calendar days of the date of the grievance.

Step Two

If the question is not satisfactorily settled in this way, the same individual, with the Shop Committee, shall take up the problem with the Manager, as designated by the Society.

Step Three

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

Step Four

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

Section 2: Time Limit

If a grievance has not advanced to the next stage 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. The fourteen (14) days may be extended by mutual consent.

ARTICLE XXII - 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 XXI the matter shall be determined by arbitration in the following manner:
- (b) Either Party may notify the other Party and the Arbitrator in writing, by registered mail, of the question or questions to be arbitrated.
- (c) After receiving such notice and statement, each of the parties will then refer the matter to an arbitrator who has been agreed to and selected by the parties.
- (d) The decision of the Arbitrator shall be final and binding upon the parties.
- (e) If the Parties fail to appoint a single general arbitrator they shall forthwith request the Minister of Labour of the Province of British Columbia to appoint the single general arbitrator.

Section 2: Cost Sharing

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

ARTICLE XXIII - STRIKES AND LOCKOUTS

During the life of this Agreement the Union and the Employees agree that they will not cause, promote, sanction, participate in or authorize any strike, sit-down, slowdown, sympathetic strike.

The Society agrees it will not create or institute any lockout of the Employees with respect to any dispute between the Society and the Union or the Society and its Employees during the life of this agreement.

ARTICLE XXIV - DURATION OF AGREEMENT

- (a) The Parties mutually agree that this Agreement shall be effective from midnight the 29th day of April 2012, to midnight the 30th day of April 2016 and thereafter from year to year unless written notice of contrary intention is given by either Party to the other Party within four (4) months immediately preceding the date of expiry. The notice required hereunder shall be validly and sufficiently served at the Head Office of the Party of the First Part, or at the Local Office upon the Local Officers of the Union, Party of the Second Part within four (4) months immediately preceding the 30th day of April, 2016. If no agreement is reached at the expiration of this Contract and negotiations are continued, the Agreement shall remain in force up to the time an agreement is reached or until negotiations are discontinued by either Party.
- (b) The Parties hereto agree that the operation of Sections (50(2) and 50(3) of the Labour Relations Code of British Columbia, R.S.B.C. 1992, c. 82, is excluded from this agreement

B C FOREST DISCOVERY CENTRE



UNITED STEELWORKERS, LOCAL 1-1937



BB/cm
USW 1-1937

APPENDIX 'A'

B C Forest Discovery Centre

Full Time, Support Staff and Summer Staff Employees - Hourly Rates

Increase effective April 30, 2012 0% per hour
Increase effective April 30, 2013 1% per hour
Increase effective April 30, 2014 2% per hour
Increase effective April 30, 2015 1% per hour

FULL TIME STAFF

Percentage Increase and Date	1% Apr 30, 2013	2% Apr 30, 2014	1% Apr 30, 2015
Engineer Mechanic / Leadhand	\$20.19	\$20.59	\$20.80
Program and Collections Coordinator	\$20.19	\$20.59	\$20.80
Engineer	\$17.10	\$17.44	\$17.61
Grounds and Maintenance	\$17.10	\$17.44	\$17.61
Mechanic	\$17.10	\$17.44	\$17.61

SUPPORT AND SUMMER STAFF

Percentage Increase and Date	1% Apr 30, 2013	2% Apr 30, 2014	1% Apr 30, 2015
Start	\$10.92	\$11.14	\$11.25
640 Hours	\$11.30	\$11.53	\$11.65
1280 Hours	\$11.75	\$11.99	\$12.11
2020 Hours	\$13.43	\$13.70	\$13.84

LETTER OF UNDERSTANDING

BETWEEN:

B C FOREST DISCOVERY CENTRE

AND:

UNITED STEELWORKERS. LOCAL 1-1937. C.L.C.

Subject: Directors

This is to confirm that Directors of the Society, acting in that capacity, shall not be considered management as it relates to Article 11 (Management Rights) of the collective Agreement.

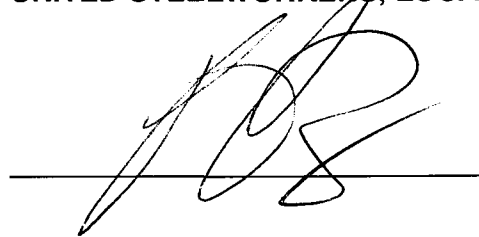
However, a Director may be used in a management role and would then have the rights of Article 11.

When a Director is used in a management role the Shop Committee shall be notified in writing.

Signed on this 30 day of August, 2013

B C FOREST DISCOVERY CENTRE

UNITED STEELWORKERS, LOCAL 1-1937



BB/cm
USW 1-1937

LETTER OF UNDERSTANDING

BETWEEN:

B C FOREST DISCOVERY CENTRE

AND:

UNITED STEELWORKERS. LOCAL 1-1937. C.L.C.

Subject: Rail Sub-Committee

The Parties agree that a sub-committee of the rail Committee will be created with two Management appointees and One Union appointee for the purpose of identifying the technical skills and competencies required for any future individuals who train for the position of Gas Powered Locomotive Operator.

The sub-committee will undertake a review to determine the technical skills and competencies required for the position. Once this process is completed the findings will be used in the training of candidates for future filling of Gas Powered Locomotive Operator positions.

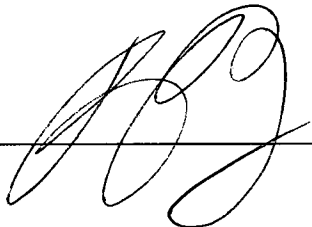
Where an individual receives training for the position of Gas Powered Locomotive Operator the sub-committee will make recommendations to the Manager when they feel the individual should be qualified. These recommendations will be forwarded to the Manager for final determination.

Signed on this 30 day of August, 2013

B C FOREST DISCOVERY CENTRE

UNITED STEELWORKERS, LOCAL 1-1937





BB/cm
USW 1-1937