

COLLECTIVE AGREEMENT

**UNITED STEELWORKERS
LOCAL 1-1937**

AND

COWICHAN LAKE EDUCATION CENTRE

**NOVEMBER 30, 2013
TO
NOVEMBER 29, 2017**

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COLLECTIVE AGREEMENT

BETWEEN

THE TOWN OF LAKE COWICHAN

AND

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

AND

COWICHAN LAKE EDUCATION CENTRE

PREAMBLE

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

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

ARTICLE I - BARGAINING AGENCY

Section 1: Recognition

- (a) The Employer recognizes the Union as the sole collective bargaining agency of the employees of the Employer at Lake Cowichan except confidential employees, office employees and those employees with the authority to hire or discharge.

- (b) It is agreed that when a dispute arises as to whether or not a person is an employee within the bargaining unit, it shall be subject to grievance procedure as provided in Article XVII, Section 1, Step Four and in the event of failure to reach a satisfactory settlement it shall be dealt with by arbitration and set forth in Article XIX, Section 1.
- (c) The Union agrees to issue a withdrawal card to employees transferred from the bargaining unit to a job outside the bargaining unit providing that no dispute arises within the meaning of Clause (b) herein.

Section 2: Meetings

The Employer and the Union will meet at such time and place as may be mutually agreed upon for the purpose of discussing wages and working conditions and adjusting any matters within the confines of this Agreement which come within the scope of collective bargaining between employer and employee.

Section 3: Bargaining Authority

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

Section 4: Access to Operation

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

ARTICLE II - EMPLOYER'S RIGHTS

Section 1: Management and Direction

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

Section 2: Hiring and Discipline

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

ARTICLE III - UNION SECURITY

Section 1: Co-operation

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

Section 2: Union Shop

All employees who entered the employment of the Employer on or after the December 1, 1996, and all new employees shall, within thirty (30) calendar days after the execution of this Agreement, or thirty (30) calendar days after entering employment, whichever date last occurs, become members of the Union and maintain membership therein throughout the terms of this Agreement, as a condition of continued employment.

Section 3: Maintenance of Membership

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

Section 4: Discharge of Non-members

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

Section 5: Union Membership

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

Section 6: Check-Off

The Employer shall require all new employees at the time of hiring to execute an assignment of wages in duplicate, the forms to be supplied by the Union. Said forms shall be effective upon hiring and be forwarded to the Union not later than fifteen (15) calendar days following the date of hiring.

This assignment in the case of employees already members of the Union shall be effective immediately, and for those employees not previously members of the Union, it shall become effective thirty (30) calendar days from the date of execution.

The Local Union shall notify the Employer by letter the amount of back dues owed by new employees and copies of such letter shall be furnished to the employee and the Shop Committee.

The Employer shall remit the dues deducted pursuant to such assignment (until and unless said assignment is revoked by the employee) to the Local Union named therein not less often than once each month, with a written statement of names of the employees for whom the deductions were made and the amount of each deduction. Such deduction shall appear on each employee's annual Statement of Remuneration (T4).

Section 7: Social Insurance Number

The Employer shall furnish the Union with the Social Insurance Number of each employee on its payroll on the first occasion when dues are forwarded to the Union after the execution of this Agreement or after the employee enters the employment of the Employer, whichever date last occurs.

ARTICLE IV - SHOP COMMITTEE

Section 1: Definition

For the purpose of this Agreement when the term "Shop Committee" is used, it shall mean Shop, Camp, Mill or Plant Committee, members of which are appointed by the Union.

Section 2: Composition

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

Section 3: Notification

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

Section 4: Exceptions

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

ARTICLE V - HOURS OF WORK

As included in the Employment Standards Act and is effective at the date of signing of this Collective Agreement.

Section 1: Probationary Period

All new employees will serve a probationary period of 30 accumulative working days prior to becoming regular employees.

ARTICLE VI - TECHNOLOGICAL CHANGE

As included in the Employment Standards Act and is effective at the date of signing of this Collective Agreement.

ARTICLE VII - WAGES

Section 1: Rates of Pay

Retroactive to November 13, 2013

Wage increase based on Assistant Cook Rate 2014, 2015, 2016

	Effective Nov.30/13 \$0.60	Effective Nov.30/14 2% (\$0.3401)	Effective Nov.30/15 2% (\$0.3469)	Effective Nov.30/16 2% (\$0.3538)
Maintenance Worker	25.0000	25.3401	25.6870	26.0408
Head Cook	21.5961	21.9362	22.2831	22.6369
*Custodian/Housekeeper 1	20.3439	20.6840	21.0309	21.3847
Custodian/Housekeeper 2	19.3004	19.6405	19.9874	20.3412
Watchman Position	19.1356	19.4757	19.8226	20.1764
Assistant Cook	17.0047	17.3448	17.6917	18.0455
Kitchen Worker	14.6981	15.0382	15.3851	15.7389

- *The red-circled Custodian/Housekeeper 1 Employees will have hourly rates as listed above.
- Chargehand Premium of one (1) dollar per hour to be paid to Head Housekeeper when three or more housekeepers are being supervised

- Maintenance worker position wages to be commensurate with duties as authorized by the CLEC Manager.
- Students will only perform duties normally assigned to campsite attendants and as supervised by the CLEC management and will not be used to displace existing employees.

	Nov 30,2013 \$0.45	June 15, 2014 1%	Dec 15, 2015 1%	June 15, 2015 1%
Summer Student #1	18.2598	18.5458	18.8347	19.1264
Summer Student #2	18.7798	19.0658	19.3547	19.6464
	Dec 15,2015 1%	June 15, 2016 1%	Dec 15, 2016 1%	
Summer Student #1	19.4211	19.7187	20.0193	
Summer Student #2	19.9411	20.2387	20.5393	

ARTICLE VIII - PAY DAYS

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

ARTICLE VIX – BENEFITS

In lieu of medical/dental benefits the Employer shall pay an additional six percent (6%) of hourly wage.

ARTICLE X - STATUTORY HOLIDAYS

Qualifications of payment method will be done by a Letter of Understanding.

ARTICLE XI - VACATIONS WITH PAY

Section 1: One to Two Years' Service: Two Weeks

- (a) The annual vacation for employees with one (1) to two (2) years' service covered by this agreement shall be two (2) weeks and the pay therefore shall be based upon five (5%) of the total wages or salary earned by the employee during the working year effective November 30, 2005.
- (b) An employee with one (1) to two (2) years' service whose employment is terminated shall receive vacation pay at the rate of five percent (5%) of the total wages effective November 30, 2005.

Section 2: Two to Seven Years' Service: Three Weeks

- (a) The annual vacation for employees with two (2) to seven (7) years' service covered by this agreement shall be three (3) weeks and the pay therefore shall be based upon seven (7%) of the total wages or salary earned by the employee during the working year effective November 30, 2005 .

Section 3: Seven to Fourteen Years' Service: Four Weeks

- (a) The annual vacation for employees with seven(7) to fourteen (14) years' service covered by this agreement shall be four (4) weeks and the pay therefore shall be based upon nine (9%) of the total wages or salary earned by the employee during the working year effective November 30, 2005.

Section 4: Fourteen to Twenty-Two Years' Service: Five Weeks

- (a) The annual vacation for employees with fourteen (14) to twenty two (22) years' service covered by this agreement shall be five (5) weeks and the pay therefore shall be based upon eleven (11%) of the total wages or salary earned by the employee during the working year effective November 30, 2005.

ARTICLE XII - CALL TIME

Section 1: Where No Work

- (a) Any employee who is called for work and on reporting finds no work available due to reasons beyond his or her control shall be entitled to two (2) hours at the usual rate. This shall not apply if the Employer gives sufficient notice cancelling said call.
- (b) An employee called out to work on overtime and finds no work available, shall receive two (2) hours pay at the applicable overtime rate. If he commences work and is sent home, he will be guaranteed four (4) hours at the applicable overtime rate.

Section 2: Where Work Commences

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

ARTICLE XIII - SENIORITY

Section 1: Principle

- (a) The Employer recognizes the principle of seniority, competency considered. In the application of seniority, it shall be determined first by department and second by plant seniority.

- (b) Promotions shall be entirely a matter for the Employer's decision, likewise selection of supervisory officials, but in making such selection or promotion and other things being equal, length of continuous service shall be given due consideration.

Section 2: Reduction of Forces

In the event of a reduction of forces, the last person hired shall be the first released subject to the competency of the person involved and the provisions of Section 1. When recalling after a period of lay-off following a reduction of forces, an employee shall be recalled in order of his plant seniority subject to the competency of the person involved and the provisions of Section 1.

Section 3: Regular Work Force

The Town Lake Cowichan gives its assurance that there will be no reduction in the regular work force (specifically no reduction below the number of regular hours worked by the regular works crew in 1994) during the term of this agreement.

Section 4: Retention During Lay-off

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

- (a) Employees with less than one (1) years' service shall retain their seniority for a period of six (6) months.
- (b) Employees with one (1) or more years' service shall retain their seniority for one (1) year, plus one additional month for each year's service up to an additional six (6) months. It shall be the employer's responsibility to maintain an address file of their employees and it shall be the employees' responsibility to notify his employer of any change of address.

Section 5: Job Posting

Vacancies for other than base rate jobs shall be posted in advance for a period of not less than two (2) working days.

Section 6: Departments

The Shop Committee and the Employer shall meet immediately after the conclusion of the Agreement and outline the basis of departments for seniority purposes. It is agreed that the number of departments will be kept as low as possible, compatible with efficient and economic operation.

Section 7: Probationary Period

Notwithstanding anything to the contrary contained in this Agreement, save and except the provisions of Clause (b) of this section, it shall be mutually agreed that all employees are hired on probation, the probationary period to continue for thirty (30) working days, during which time

they are to be considered temporary workers only, and during this same period, no seniority rights shall be recognized. Upon completion of thirty (30) working days, they shall be regarded as regular employees, and shall then be entitled to seniority dating from the day on which they entered the Employer's employ.

Section 8: Hiring Preference

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

Section 9: Absence Without Leave

Any employee who is absent without leave for a period of more than three (3) consecutive working days shall forfeit all seniority rights. This shall not interfere with the Employer's right to discharge for proper cause.

Section 10: Seniority List

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

Section 11: Reinstatement

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

ARTICLE XIV - LEAVE OF ABSENCE

Section 1: Injury or Illness

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

Section 2: Written Permission

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

Section 3: Extended Leave of Absence

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

- (a) That the employee apply at least one (1) month in advance unless the grounds for such application could not reasonably be foreseen.
- (b) That the employee shall disclose the grounds for application.
- (c) The period of leave shall not be longer than six (6) months except where a training course is of longer duration than six (6) months and then leave may be granted up to twelve (12) months.
- (d) That the Employer shall be required to notify 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, grandparents-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.

Section 5: Maternity Leave

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

Section 6: Jury Duty

- (a) Any regular full-time employee who is required to perform jury duty including Coroner's duty, or who is required to appear as a Crown witness or Coroner's witness on a day on which he would normally have worked, will be reimbursed by the Employer for the difference between the pay received for the said jury or witness duty and his regular straight time hourly rate of pay for his regularly scheduled hours of work. It is understood that such reimbursement shall not be

for hours in excess of eight (8) hours per day or forty (40) hours per week, less pay received for the said jury or witness duty. The employee will be required to furnish proof of jury or witness service and jury or witness duty pay received.

- (b) Hours paid for under the provisions of this Section will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays but will not be counted as hours worked for the purpose of computing overtime.

Section 7: Union Business

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

ARTICLE XV - REGISTERED RETIREMENT SAVINGS PLAN

Effective November 30, 1999 twenty (.20¢) cents per hour will be paid into the employees' Registered Retirement Savings Plan fund for all hours worked after November 30, 1999.

Effective December 1, 2000 there will be twenty (.20¢) cents per hour increase to the Registered Retirement Savings Plan contribution by the employer.

ARTICLE XVI - ACCIDENT PREVENTION COMMITTEE

Section 1: Composition

- (a) The Management of every operation shall maintain an Accident Prevention Committee consisting of not more than twelve (12) members nor less than four (4) members.
- (b) The said Committee shall consist of an equal number of representatives of the Employer and the employees. Employee representatives will be elected by a vote supervised by the Union.
- (c) Employee representatives shall be regular employees in the operation with at least one (1) years' experience in that type of operation over which their inspection duties shall extend.

Section 2: Duties

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

Section 3: Pay for Meetings

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

Section 4: Meetings During Work

Where Accident Prevention Committee meetings are held during working hours with the consent of the Employer, employees' time will not be deducted for attending such meetings or investigations into accidents.

Section 5: Investigations

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

Section 6: Cessation of Work

Any one or all employees working in the immediate proximity when a fatal accident has occurred, may without discrimination, refrain from working the balance of the shift.

Section 7: Safety Equipment

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

The Employer shall contact WorkSafe BC for a Workplace Assessment regarding footwear and will comply with their recommendations and shall be reviewed with the Union. If there is any additional cost for the Employee as a result of the recommendations, the Employer shall cover these costs.

- (a) The Employer will supply two raincoats to the Housekeeping Department to be left on premises at all times.
- (b) The employer will cover costs for Outside Maintenance Workers' footwear and rain clothing which must meet WorkSafe BC Standards or better if the Employee is not covered by another funded program under the Employer's jurisdiction for those same benefits at a cost of up to \$225.00 per calendar year which must be pre-approved by the Employer.
- (c) The Employer will provide safety glasses other than prescription glasses.
- (d) Qualifications
 - i. Six (6) months or more seniority

- ii. Obtaining six (6) months seniority
- iii. Seasonal layoffs shall not interfere with the qualifying period herein.

ARTICLE XVII - ADJUSTMENT OF GRIEVANCES

Section 1: Procedure

The Employer and the Union mutually agree that, when a grievance arises in the plant or camp 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 foreman directly in charge of the work within fourteen (14) 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 either the Personnel Officer or foreman, or both, as designated by the Employer.

Step Three

If a satisfactory settlement is not then reached, the Shop Committee shall take up the problem with either the Personnel Officer or Superintendent, or both, as designated by the Employer. A statement in writing of the alleged grievance, together with a statement in writing by the foreman, shall be exchanged by the parties concerned.

Step Four

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

Step Five

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

Section 2: Time Limit

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

The Union shall be bound to proceed in such a case as quickly as may be reasonably possible.

ARTICLE XVIII - ARBITRATION

Section 1: Interpretations

- (a) In case of any dispute arising regarding the interpretation of this Agreement or the application of Article I, Section 1 thereof, which the Parties hereto are unable to settle between themselves, the matter shall be determined by arbitration in the following manner:
 - Either Party may notify the other Party in writing, by registered mail, of the question or questions to be interpreted.
- (b) All decisions will be final and binding upon the Parties of the First and Second Parts.
- (c) The Parties agree to jointly seek a permanent interpreter to be agreed upon mutually to be agreed upon mutually and shall, if possible, be a superior court judge.
- (d) In the event that the interpreter as provided for in (c) herein is not available to preside as interpreter under this Section, the Parties agree that they will request the Honourable Minister of Labour of the Province of British Columbia to appoint a Judge, either of the Supreme Court of British Columbia or the Court of Appeal of the Province, to preside as interpreter for the dispute then pending.

Section 2: Grievances

- (a) In the case of a dispute arising under this Agreement, which the Parties are unable to settle between themselves as set out in Article XVII, the matter shall be determined by arbitration in the following manner:
 - Either Party may notify the other Party and the Arbitrator in writing, by registered mail, of the question or questions to be arbitrated.
 - After receiving such notice and statement, the Arbitrator and the other Party shall, within three (3) days, acknowledge receipt of the question or questions to be arbitrated.
- (b) No one shall serve as an Arbitrator who:
 - (i) either directly or indirectly has any interest in the subject of the arbitration;
 - (ii) has participated in the grievance procedure preceding the arbitration;

- (iii) is, or has been within a period of six (6) months, preceding the initiation of arbitration proceedings, employed by any Local Union, United Steelworkers, or a Company directly engaged in the forest products industry.
- (c) The decision of the Arbitrator shall be final and binding upon the Parties of the First and Second Parts.
- (d) If the Arbitrator finds that an employee has been unjustly suspended or discharged that employee shall be reinstated by the Employer without loss of pay and with all his rights and privileges preserved under the terms of this Agreement, provided always that if it is shown to the Arbitrator that the employee has been in receipt of wages during the period between discharge (or suspension) and reinstatement, or date of failure to re-hire and re-hiring, the amount so received shall be deducted from wages payable by the Employer pursuant to this Section, further provided that the wages so deducted shall be first reduced by the amount required for the payment of fare from the original place of employment and to the place where employed during the period of discharge (or suspension) and return.
- (e) The Arbitrator shall be required to hand his decision within fourteen (14) days following completion of the hearing.
- (f) If the Parties fail to appoint a single general arbitrator before December 31, 1970 they shall forthwith request the Honourable Minister of Labour of the Province of British Columbia to appoint the single general arbitrator.
- (g) The single general arbitrator appointed shall hold office for a term of three years from his appointment, with one renewable term if the Parties agree.
- (h) In the event that the Arbitrator provided for in this Section is not available to preside as Arbitrator under this Section, the Parties agree that they will request the Honourable Minister of Labour of the Province of British Columbia to appoint a temporary placement.

Section 3: Cost Sharing

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

Section 4: Place of Hearing

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

Section 5: Independent Companies

- (a) In the event of an interpretation dispute arising between a Steelworker Local Union and Employer bound by the Master Agreement who is not a member of Forest Industrial Relations Limited, it is hereby agreed that the matter shall be referred to Forest Industrial Relations and United Steelworkers, in accordance with Article XVIII.
- (b) If agreement is reached in Right of Reference Committee, the Local Union and the independent management shall be advised of the interpretation as agreed upon.
- (c) If the dispute is submitted to arbitration under the provisions of Section 1 herein, Forest Industrial Relations limited shall have the right to appear at the hearing thereof and make representations as an interested party.

ARTICLE XIX - STRIKES AND LOCKOUTS

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

ARTICLE XX - CONTRACTING OUT

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

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

ARTICLE XXI - DURATION OF AGREEMENT


(a) The Parties hereto mutually agree that this Agreement shall be effective from midnight November 30, 2013 until November 29, 2017 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 29th day of November 2017. 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.

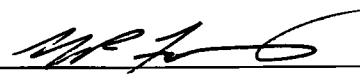
(b) The Parties hereto agree that the operation of Section 50(2) and 50(3) of the Labour Relations Code of British Columbia, R.S.B.C. 1996, c. 244 is excluded from the Collective Agreement.

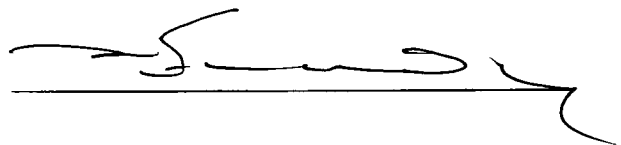
DATED THIS DAY OF , 2014

UNITED STEELWORKERS 1-1937

TOWN OF LAKE COWICHAN







CC/cm
USW 1-1937

LETTER OF UNDERSTANDING

Between

Cowichan Lake Education Centre
"The Company"

And

United Steelworkers 1-1937
"The Union"

Department Seniority

There will be three (3) departments as follows;

Housekeeping Department

Kitchen Department

Maintenance/Security Department

Once Employees have declared their Department of choice the following will be the procedures for Department Seniority;

1. Plant Seniority (overall) will apply in each Department chosen.
2. An Employee will not accumulate Departmental Seniority in a different department.
3. The Employer may ask the senior competent employee to help in other departments when extra work occurs.
4. Work offered in a different department is optional.
5. When employees are called to work on short notice bookings, they will have 24 hours to respond in the summer months and 48 hours to respond In the Off Season. Should an employee not respond to a call in the allotted time, that employee will be deemed unavailable for that particular shift.
6. Where notice is given by phone message, the employer will also include email notice wherever possible.

This Letter of Understanding may be cancelled by either Party with thirty days written notice.

Signed this 20^t day of March, 2014

LETTER OF UNDERSTANDING

BETWEEN

COWICHAN LAKE EDUCATION CENTRE

AND

UNITED STEELWORKERS LOCAL 1-1937

Re: Assistant Cook

It is agreed by both Parties that the Assistant Cook will receive an extra one dollar (\$1.00) per hour when performing Head Cook duties.

Signed this 15 day of October, 2014

For the Cowichan Lake Education Centre



CC/cm
USW 1-1937

for the United Steelworkers 1-1937