

UNITED STEELWORKERS LOCAL 1-1937

AND

CAPITAL REGIONAL DISTRICT

COLLECTIVE AGREEMENT

JANUARY 1, 2014 - DECEMBER 31, 2016

USW CANADA LOCAL 1-1937
MASTER AGREEMENT

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COLLECTIVE AGREEMENT

THIS AGREEMENT entered into this 5th day of April, 2017

BETWEEN:

**CAPITAL REGIONAL DISTRICT
(hereinafter known as the "DISTRICT")**

OF THE FIRST PART

AND

**UNITED STEELWORKERS LOCAL UNION NO. 1-1937, C.L.C.
(hereinafter known as "the UNION")**

OF THE SECOND PART

PREAMBLE

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

The District 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 District 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

- (a) The District recognizes the Union as the sole collective bargaining agency of employees of the Capital Regional District within the bargaining unit, except 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, and failing agreement between the Parties as to whether or not that person is an employee within the bargaining unit, it shall be subject to determination by the Labour Relations Board of B.C.
- (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 District 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 District agrees that the bargaining authority of the Union shall not be impaired during the term of this Collective Agreement. The District agrees that the only certification that they will recognize during the term of this Agreement is that of the Union, unless ordered by due process of law to recognize some other bargaining authority.

Section 4: Access to Operation

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

ARTICLE II - EMPLOYEE AND EMPLOYER DEFINITIONS

Section 1: Regular Employee

A regular employee is an employee who has successfully completed the probationary period.

Section 2: Probationary Employee

A probationary employee is an employee who has not completed the probationary period as outlined in Article XVIII, Section 9 of this Agreement.

Section 3: Casual Employee

A casual employee is an employee who only performs casual work as defined in Article VI, Section 3 of this Agreement.

Section 4: Employer Definition

Wherever the term "District" or "District Management" appears within this Collective Agreement it shall mean the Employer, being the Capital Regional District.

ARTICLE III - 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 District's Management; provided, however, that this will not be used for purposes of discrimination against employees.

Section 2: Hiring and Discipline

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

ARTICLE IV - UNION SECURITY

Section 1: Union Shop

All employees who entered the employment of the District on or after the 15th day of June, 1954, 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 United Steelworkers and maintain membership therein throughout the term of this Agreement, as a condition of continued employment.

Section 2: 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 3: Discharge of Non-members

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

Section 4: 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 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 5: Check-off

The District shall require all new employees hired into the bargaining unit, at the time of hiring, to execute an assignment of wages in duplicate, the forms to be supplied by the Union, said forms to be forwarded to the Union not later than fifteen (15) calendar days following the date of hiring.

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

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

The District shall remit the dues deducted pursuant to such assignment (until and unless said assignment is revoked by the employee) to the Union not less than once each month, with a written statement of names of the employees for whom the deductions were made and the amount of each deduction.

Section 6: Social Insurance Number

The District shall furnish the Union with the Social Insurance Number of each United Steelworkers Local 1-1937 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 District, whichever date last occurs.

ARTICLE V - SHOP COMMITTEE**Section 1: Definition**

For the purpose of this Agreement when the term "Shop Committee" is used, it shall mean Shop or Camp 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 District who are members of the Union and, wherever possible, they shall be selected on a departmental basis.

Section 3: Notification

The Union will, within thirty (30) days from the date of this Agreement, notify the District in writing of the members of the Shop Committee. The Union or the Shop Committee will notify the District in writing when any member change takes place on the said Committee. No member of the Shop Committee will be recognized by the District unless the above procedure is carried out.

Section 4: Exceptions

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

- (a) Article XX - Occupational Health and Safety Committee, where the members are designated according to the provisions of the *Workers' Compensation Act*.

ARTICLE VI - HOURS OF WORK

Section 1: Hours and Overtime

- (a) The regular hours of work shall be eight (8) hours per day and forty (40) hours per week with rate and one-half for any hours worked over eight (8) hours per day or forty (40) hours per week, except as provided in (b) below. Employees shall be paid rate and one-half for Saturday and/or Sunday regardless of the number of hours worked during the week, except as provided in (b) below.
- (b) Double straight time rates shall be paid for the following:
 - (i) Hours worked in excess of eleven (11) hours per day;
 - (ii) Hours worked on Sunday by employees who have worked five (5) shifts during the preceding six (6) days;
 - (iii) For the purposes of (b) herein a Statutory Holiday shall be considered a shift worked;
 - (iv) Item (ii) above shall not apply to employees who work Sunday as a regularly scheduled day.
 - (v) All hours worked in excess of four (4) hours on Saturday, when Saturday is not a regularly scheduled work day.
- (c) If a Statutory Holiday occurs during the work week, the employee shall only be required to work on Saturday and/or Sunday for the time lost due to the Statutory Holiday by mutual consent. For such work, the employee shall be paid rate and one-half, except as provided in Section 1, (b) above.

- (d) Security and watershed patrol employees (watchmen) are exceptions to clauses (a) and (b) above.
- (e) Employees required to work overtime for four (4) consecutive hours shall receive one-half (1/2) hour pay at straight time rate in lieu of a hot meal.

Employees required to work more than four (4) consecutive hours overtime will be provided with a hot meal, supplied by the District, to be consumed on the job site.

(f) Fire Hazard Standby

- (i) Fire hazard standby time shall be defined as a scheduled period of time outside of an employee's normal work-day when the employee is required to remain available for duty on a call-out basis during the fire hazard season.
- (ii) An employee designated to be on fire hazard standby shall receive sixteen (16) hours of pay at their regular rate for each sixty-four (64) hour assignment of standby duty and pro-rated should the assignment be less than sixty-four (64) hours.
- (iii) Employees on fire hazard standby duty who are required to respond to a call-out shall receive their regular rate of pay.
- (iv) This article shall not apply to an employee assigned to the function of watershed emergency duty officer (WEDO).
- (v) In the event that a statutory holiday(s) occurs during an assignment to fire hazard standby duty, then the employee shall receive an additional eight (8) hours of pay at their regular rate of pay for such statutory holiday(s).

(g) Watershed Emergency Duty Officer (WEDO)

- (i) The Employer may assign an employee(s) to be the watershed emergency duty officer and to be placed on WEDO standby duty outside of the employee's normal work-day. The term of such WEDO standby duty shall commence at 8:00 a.m. on a Thursday to and including 8:00 a.m. on the following Thursday.
- (ii) An employee who completes a weekly term of WEDO standby duty shall receive sixteen (16) hours of pay at their regular rate of pay.
- (iii) An employee on WEDO standby duty who is required, other than for forest fire fighting, to respond to a call out shall receive, time and one-half (1½) their regular rate for the first four (4) hours and double time (2x) thereafter, with a minimum of two (2) hours pay at the overtime rate.

- (iv) In the event that a statutory holiday(s) occurs during an assignment to WEDO standby duty, then the employee shall receive an additional eight (8) hours of pay at their regular rate of pay for such statutory holiday(s).

(h) Wildfire, Security and Emergency Response

It is agreed that one (1) employee can be employed on an alternate shift work week for which they will be paid straight-time for Saturday and Sunday work, provided such days are part of the normal work week. It is agreed that overtime rates will apply when the regular daily or weekly work limit has been exceeded. It is further agreed that overtime rates will apply on rest days.

Section 2: Alternate Shift Scheduling

- (a) The District, the Shop Committee and the Local Union shall have the right under the terms of the Collective Agreement to agree upon and implement other schedules, which may include Saturdays and/or Sundays, without overtime penalty, provided the principle of the forty (40) hour week is maintained over an averaging period. Rate and one-half shall be paid for hours worked on Sundays.
- (b) When alternate schedules have been implemented in accordance with (a) above, the following overtime provisions will apply:
 - (i). Rate and one-half shall be paid for the following:
 - (a) The first three (3) hours in excess of the normal daily hours of the established schedule.
 - (b) Hours worked in excess of forty (40) hours per week or forty (40) hours average when there is an averaging period.
 - (c) All hours worked on an employee's scheduled rest day, unless a change in rest day has been agreed to between the employee and the District.
 - (d) All hours worked on Sunday except those excluded in the casual section.
 - (ii). Double straight-time rates shall be paid for the following:
 - (a) All hours worked in excess of (i)(a) above.
 - (b) All hours worked on Sunday, when Sunday is an employee's scheduled rest day, if the employee has worked forty (40) straight-time hours in the preceding six (6) days, unless a change in the rest day has been agreed to between the employee and the District.

- (c) Supplement No. 5 - Alternate Shift Scheduling contains the agreed upon general principles and parameters for the establishment, implementation or discontinuance of alternate shift schedules.

Section 3: Casual Work

- (a) The term "casual employees" as used in this Agreement shall apply only to work performed on Saturday and/or Sunday by either laid-off regular employees or other persons hereinafter referred to as "casual employees".
- (b) Casual work, except in (c) below, will be paid for at one and one-half (1½) times job rate.
- (c) Casual work on maintenance, repair and preparatory work will be paid for at straight-time job rate.
- (d) Regular laid-off employees shall not be classified as casual employees, and shall have preference for available work over said casual employees.
- (e) The Employer agrees to keep a separate seniority list of casual employees who have worked at least ten (10) working days, exclusively for recall purposes and subject to Clause (d), further agrees to recall casual employees in accordance with their seniority as set forth in this list.

Section 4: Saturday and Sunday Work

Those employees who of necessity regularly work on Saturday and Sunday shall take two (2) other days of the week off to be mutually agreed between the employee and the District. In such event, Saturday and Sunday shall be considered working days and overtime rates shall not apply on Saturday and Sunday. However, these employees shall be paid at rate and one-half for work performed on Sunday. It is agreed that overtime rates will apply when the regular daily or weekly work limit has been exceeded. It is further agreed that overtime rates will apply on the rest days of those employees if worked unless a change in rest days has been agreed upon between the employee and the District.

Section 5: Tuesday to Saturday

It is agreed that employees can be employed on a Tuesday to Saturday work week for which they will be paid straight-time for Saturday work. In such event, Sunday and Monday will be recognized as their rest days and work performed on their rest days will be paid for at rate and one-half (1½) except as provided in Section 1(b). It is further agreed that the rest day, Monday, may be changed by mutual consent between the employee and the District. In such event, work performed on Monday will be paid for at straight-time. If the employee works on Monday at the request of the District the rate of pay will be rate and one-half (1½). However, if the employee requests a temporary change from his rest day on Monday, work performed on Monday will be paid for at straight-time.

Section 6: Rest Periods

- (a) All employees shall be entitled to two (2) ten (10) minute rest periods during each regular work day provided always that the District shall have the right to use relief employees for implementing this provision.
- (b) Employees working less than a regular work day shall receive one (1) ten (10) minute rest period within each four (4) consecutive hours of work.

Section 7: 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 per week.

Section 8: Fallers and Buckers

Fallers and Buckers are expected to fall and buck timber for six and one-half (6½) hours each regular working day as per Article IX Wages – Section 2. This provision applies to production (logging settings) falling and bucking, and does not apply to those employees performing non-production falling and bucking tasks, including but not limited to danger trees, storm damaged trees, windfall removal and thinning.

Section 9: Time Off in Lieu (TOIL) of Overtime

- (a) The District shall give reasonable consideration to requests from regular employees working overtime that compensation be in the form of time off rather than in overtime wages, subject to the maintenance of efficient services, operations and the District and the employee arriving at mutually satisfactory arrangements for such time off.
- (b) When employees bank wages for the purpose of time off, the time off shall be banked and withdrawn at the rate of pay that was earned.
- (c) All banked TOIL hours, in excess of forty (40) hours, shall be paid out to employees by December 31st, each year. Banked TOIL hours carried over each year shall be paid out if not used by March 31st each year.

Section 10: Employer Meetings

Where meetings are held at the request of the Employer during normal working hours, the employee shall receive the rate of pay that the employee had been scheduled to earn for that day.

ARTICLE VII - TECHNOLOGICAL CHANGE

Section 1: Advance Notification

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

Section 2: Retraining

The District shall co-operate with the Government of British Columbia and participate in every way possible in training or retraining of employees so affected.

Section 3: Rate Adjustment

- (a) An employee who is set back to a lower paid job because of mechanization, technological change or automation will receive the rate of his regular job at the time of the setback for a period of three (3) months and for a further period of three (3) months he will be paid an adjusted rate which will be midway between the rate of his regular job at the time of the setback and the rate of his new regular job. At the end of this six (6) month period the rate of his new regular job will apply. However, such employee will have the option of terminating his employment and accepting severance pay as outlined in Section 4 below, providing he exercises this option within the above-referred to six (6) month period.
- (b) Following an application of (a) above, where an employee is set back to a lower paid job because of an application of Article XVIII - Seniority, brought on by mechanization, technological change or automation, he will receive the rate of his regular job at the time of the setback for a period of three (3) months and for a further period of three (3) months he will be paid an adjusted rate which will be midway between the rate of his regular job at the time of the setback and the rate of his new regular job. At the end of this six (6) month period, the rate of his new regular job will apply.

Section 4: Severance Pay

Employees discharged, laid off or displaced from their regular job because of mechanization, technological change or automation shall be entitled to severance pay of one (1) week's pay for each year of service with the District. The amount calculated under such entitlement shall not exceed a maximum of thirty (30) weeks' pay. This Section shall not apply to employees covered by Section 3 (b) above.

ARTICLE VIII - JOB CREATION

Section 1: New or Significant Revised Jobs

- (a) Where the District has exercised its right to create a new job or a job is significantly revised, the District shall develop a job description. A copy shall be provided to the Shop Committee and the Union for their files and their comments.
- (b) Where the District develops a new or significantly revised job, the District shall meet with the Union to establish a rate of pay for the job and advise the Union of the rate of pay.
- (c) If no agreement is reached in (b) above the District may set an interim rate while the Union submits its position within thirty (30) days to the Executive Director. The Executive Director shall review the positions of the Parties and make a decision within a further thirty (30) days.
- (d) If the Union disagrees with the Executive Director's decision pursuant to (c) above then the Union may submit the matter to binding arbitration as set out in Article XXIV – Resolution of Grievances, Section 3: Employer Grievances and Union Policy Grievances, of this agreement.
- (e) An employee shall receive the interim rate established in (c) above until such time as a new rate is determined.
- (f) When a permanent rate is established, the employee shall receive the difference between the rate and his interim rate from the date he started the new or revised job.
- (g) Rate determinations are to be guided by the following principles:

Job analysis is to be based on all factors, including but not limited to skill, knowledge, responsibility and job conditions.
- (h) No employee's rate shall be reduced by having their job reviewed through this 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 Employer.

Section 2: Trial Period

- (a) The applicant shall have the right to revert to his original job within thirty (30) working days provided his original job exists.
- (b) The District shall have the right to postpone the reversion to permit the training of a replacement.

ARTICLE IX - WAGES

Section 1: Rates

The Parties agree that wages of all hourly rated employees covered by the Agreement shall be increased by:

Wages

January 1, 2014	1.75%
January 1, 2015	1.0%
July 1, 2015	1.0%
January 1, 2016	2.0%

Section 2: Falling and Bucking

- (a) Effective January 1, 2014 the daily rates for fallers and buckers will be \$410.74 per day for the regular hours of work; effective January 1, 2015 the daily rate will be \$414.85; effective July 1, 2015 the daily rate will be \$419.00; and effective January 1, 2016 the daily rate will be \$427.38.
- (b) Effective January 1, 2014 the hourly rate for fallers and buckers will be \$51.34 per hour for all hourly compensation provisions; effective January 1, 2015 the hourly rate will be \$51.86; effective July 1, 2015 the hourly rate will be \$52.38; effective January 1, 2016 the hourly rate will be \$53.42.
- (c) It is agreed that fallers and buckers will be expected to fall and buck timber for six and one-half (6½) hours each regular working day.

Section 3: Rate Revision

The wage scale attached hereto, Supplement No. 1, is approved by both Parties and may, subject to the mutual consent of both Parties, be revised once annually.

Section 4: Shift Differential

The first shift, which may vary by employee, is the recognized day shift. Hours worked outside the recognized day shift will be regarded as the second and third shifts. Premium rate of thirty-one cents (\$0.31) per hour will be paid for second and third shifts. A day shift employee working in excess of eight (8) hours will be paid the appropriate overtime rate without the differential. Persons employed on other than their recognized day shifts shall be paid the thirty-one cents (\$0.31) for all hours worked outside their recognized day shift.

Section 5: First Aid Attendant Training

The District will pay the cost of training and retraining for Occupational First Aid Certificates including lost time wages to designated duty First Aid Attendant.

Section 6: First Aid Ticket Premiums - Designated Duty First Aid Attendants

Upon attaining certificates as required by WorkSafe BC, the following premiums will be paid:

Occupational rate + Premium

Level 2 - Fifty cents per hour (\$0.50/hr.)

Level 3 - Eighty-five cents per hour (\$0.85/hr.)

Section 7: Pay Days

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

Section 8: Call-out

- (a) Except for those employees on WEDO standby duty or scheduled fire hazard standby duty, regular or probationary employees required to return to work, as the result of a call-out, shall be compensated at double time (2x), with a minimum of two (2) hours pay at double time (2x) their regular rate of pay.
- (b) The foregoing provision (a) shall not apply to call-out that may result from fire hazard conditions or firefighting.

Section 9: Professional Fees and Dues

When regular employees are designated by the District to maintain membership in a professional organization/society as a condition of their employment, the said employee shall be reimbursed their annual membership fee upon presentation of proof of payment to the District.

Section 10: Tool Replacement

A tradesperson or apprentice required to supply their own hand tools shall have tools broken and worn through their employment replaced by the Employer with ones of equal quality, upon presentation of their broken or worn tools. The Employer shall provide theft and fire insurance on an employee's tools when in the Employers' premises and vehicles. If new equipment requires new or specialized hand tools such tools shall be provided by, with ownership retained by, the Employer.

ARTICLE X - STATUTORY HOLIDAYS

Section 1: Watershed Operations

All employees who work on New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day will be paid at rate and one-half for all hours so worked except as provided for in Article VI - Hours of Work, Section 1(b) or Section 2(b)(ii).

Section 2: Qualifying Conditions

- (a) An employee, to qualify for Statutory Holiday pay, must comply with each one of the following three conditions:
 - (i) Have been on the payroll thirty (30) calendar days immediately preceding the holiday.
 - (ii) Have worked his last scheduled work day before, and his first scheduled work day after the holiday, unless his absence is due to illness, compensable occupational injury, or is otherwise authorized by the Employer.
 - (iii) Notwithstanding (ii) above, the employee must have worked one (1) day before and one (1) day after the holiday, both of which must fall within a period of ninety (90) calendar days.
- (b) In case of injury or illness in (ii) above, the Employer shall have the right to request a medical certificate.
- (c) Employees while on leave of absence under Article XIX, 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: Sunday Holidays

In the event that one of the within-named Statutory Holidays falls on Sunday, it shall be observed the following Monday.

Section 4: Saturday Holidays

In the event that one of the within-named Statutory Holidays falls on Saturday, it shall be observed on the preceding Friday unless agreed otherwise between the District and the Shop Committee.

Section 5: Weekly Work Schedule

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

Section 6: Holiday Shift

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

Section 7: Casual Employees

It is agreed that casual and probationary employees shall not qualify for Statutory Holiday pay.

Section 8: Arrangement for Change

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

Notwithstanding the above, a Statutory Holiday may be observed on another agreed-upon day in a week other than the week in which it occurs.

An employee who qualifies for such Statutory Holiday on the day it occurs, and works on that day, will be paid for the Statutory Holiday at straight-time rates.

ARTICLE XI - VACATIONS WITH PAY

With respect to annual vacations and vacation pay, the following provisions will apply:

Section 1: One to Two Years' Service

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 percent (5%) of the total wages or salary earned by the employee during the period of entitlement.

Section 2: Two to Seven Years' Service

- (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 percent (7%) of the total wages or salary earned by the employee during the period of entitlement.
- (b) The additional one (1) week vacation provided for in this Section may be taken when convenient for the District but does not have to be consecutive with the vacation period provided for in Section 1 herein.

Section 3: Seven to Fifteen Years' Service

- (a) The annual vacation for employees with seven (7) to fifteen (15) years' service covered by this Agreement shall be four (4) weeks, and the pay therefore shall be based upon nine percent (9%) of the total wages or salary earned by the employee during the period of entitlement.
- (b) The additional one (1) week vacation provided for in this Section may be taken when convenient for the District but does not have to be consecutive with the vacation period provided for in Sections 1 or 2 herein.

Section 4: Fifteen to Twenty-four Years' Service

- (a) The annual vacation for employees with fifteen (15) to twenty-four (24) years' service covered by this Agreement shall be five (5) weeks, and the pay therefore shall be based upon eleven percent (11%) of the total wages or salary earned by the employee during the period of entitlement.
- (b) The additional one (1) week vacation provided for in this Section may be taken when convenient for the District but does not have to be consecutive with the vacation period provided for in Sections 1, 2 or 3 herein.

Section 5: Twenty-four to Thirty Years' Service

- (a) The annual vacation for employees with twenty-four (24) to thirty (30) years' service covered by this Agreement shall be six (6) weeks, and the pay therefore shall be based upon thirteen percent (13%) of the total wages or salary earned by the employee during the period of entitlement.
- (b) The additional one (1) week vacation provided for in this Section may be taken when convenient for the District but does not have to be consecutive with the vacation period provided for in Sections 1, 2, 3 or 4 herein.

Section 6: Thirty Years' Service

- (a) The annual vacation for employees with thirty (30) years' service covered by this Agreement shall be seven (7) weeks, and the pay therefore shall be based upon fifteen percent (15%) of the total wages or salary earned by the employee during the period of entitlement.
- (b) The additional one (1) week vacation provided for in this Section may be taken when convenient for the District but does not have to be consecutive with the vacation period provided for in Sections 1, 2, 3, 4 or 5 herein.

Section 7: Vacation Pay on Termination

An employee whose employment is terminated shall receive vacation pay at the appropriate percentage of the wages or salary earned during the period of entitlement in accordance with the employee's years of service.

Section 8: Vacation Time

- (a) Vacations for employees shall be taken at such time as mutually agreed upon by the Shop Committee and the District when quantity and regularity of production shall be not impaired.
- (b) All earned vacations must be taken, but an employee may bank up to two (2) weeks' vacation by carrying it forward to the next calendar year, provided banked vacation does not exceed two (2) weeks at any time.

Section 9: Payment of Vacation Pay

- (a) The calculation and comparison of the vacation pay amounts developed by the percentage of gross wages method and the hours times the regular job rate method will be completed and the greater amount paid to the employee within fourteen (14) days of the common vacation pay cut-off date or the employee's anniversary date. The District's common vacation cut-off date shall be continued unless a change is agreed upon between the District and the Union.
- (b) For the purpose of this Article, the rate of the employee's regular job will be the rate of the employee's at the date of the common vacation cut-off date or the employee's anniversary date, as the case may be.
- (c) On the date when the employee completes one (1), two (2), seven (7), fifteen (15), twenty-four (24) or thirty (30) years' service and where there is a common cut-off date for all employees in the operation, the employee will receive:
 - (i) In the case of one (1) year, one percent (1%) or his gross earnings between the date of employment and the date of the last common cut-off date;
 - (ii) In the case of two (2), seven (7), fifteen (15), twenty-four (24), or thirty (30) years, two percent (2%) of his gross earnings between the date of his last anniversary and the date of the last common cut-off date.

Section 10: 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.

- (a) Absence on Workers' Compensation up to a period of one (1) year, provided the employee returns to his employment.

- (b) Absence due to illness up to a period of one (1) year, provided that the employee returns to his employment. The Employer shall have the right to require a certificate from a qualified medical practitioner.
- (c) Absence due to bereavement leave in accordance with the terms and conditions of Article XIX, 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 XIX, Section 6.
- (e) All other absence duly approved by the District 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 11: Qualification for Vacation Pay - Regular Job Rate Method

- (a) (i) In order for an employee to qualify for the amount generated by the hours times the regular job rate method, the employee must have worked a minimum of fifteen hundred (1,500) hours in the employee's first year of service and a minimum of one thousand (1,000) hours during the employee's succeeding years of entitlement.
- (ii) Where there is a common vacation pay cut-off date, for purposes of calculating minimum hours as in (i) above, the calculation period shall be from the cut-off date in one year to the cut-off date in the succeeding year.
- (iii) Where there is no common vacation cut-off date, for purposes of calculating minimum hours as in (i) above, the calculation period shall be from the employee's anniversary date in one year to his anniversary date in the succeeding year.
- (b) For purposes of computing the requisite hours the following will be included:
 - (i) All hours worked;
 - (ii) Statutory Holiday hours;
 - (iii) Jury and Crown witness duty;
 - (iv) Bereavement hours;
 - (vi) Vacation hours;
 - (vii) Time not exceeding one (1) year, lost as a result of an accident recognized as compensable by WorkSafe BC and suffered during the course of employment, shall be considered as time worked for the purpose of qualifying for vacation, provided that the employee returns to his employment.

- (viii) Time not exceeding one (1) year, lost as a result of a non-occupational accident or illness, shall be considered as time worked for the purpose of qualifying for vacation, provided that at the time of the accident or illness the employee has been on the payroll for not less than one (1) year and that he returns to his employment. It is understood that the District may require that the employee provide a certificate from a qualified medical practitioner.
- (ix) Time lost as a result of a layoff shall not be considered as time worked for the purpose of qualifying for requisite hours;
- (x) Employees who report for work and who receive call time payment shall be credited with eight (8) hours for any such shift for purposes of computing requisite hours under this Section. Any employee who qualifies for call time in a day shall receive credit under this Section for eight (8) hours or credit for the hours for which wages were paid, whichever is greater.

Section 12: Gross Earnings for Vacation Pay

As soon as practical after ratification of this Collective Agreement the Employer shall revise the pay statements of employees to provide the year-to-date accrual of gross earnings upon which vacation pay is calculated.

ARTICLE XII - CALL TIME

Section 1: Where No Work

Any employee who is called for work and on reporting finds no work available due to reasons beyond his control, shall be entitled to two (2) hours at the employee's regular rate. This shall not apply if the District gives sufficient notice cancelling said call.

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 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.

Section 3: Early Shift

This section applies to employees who are called for work on early shift necessitated by fire hazard or other reason.

- (a) An employee who on reporting finds no work available shall be entitled to four (4) hours pay at the usual rate. This shall not apply if the District gives sufficient notice cancelling the call.

- (b) In the event that an employee commences work on his shift and the operation closes prior to the completion of four (4) hours work, the employee shall receive six (6) hours pay.
- (c) In the event that an employee commences work on his shift and the operation closes after completion of four (4) hours work, the employee shall receive two (2) hours' pay in addition to pay for the time he actually worked. The maximum amount of total pay an employee can receive for his shift under this clause is eight (8) hours' pay.

Section 4: Night Work

This section applies to employees who are called for night work.

- (a) In the event that an employee commences work on his shift and the operation closes prior to the completion of four (4) hours' work, the employee shall receive six (6) hours' pay.
- (b) In the event that an employee commences work on his night shift and the operation closes after the completion of four (4) hours' work, the employee shall receive two (2) hours' pay in addition to pay for the time he actually worked. The maximum amount of total pay an employee can receive for his shift under this clause is eight (8) hours' pay.

ARTICLE XIII - HEALTH AND WELFARE

Section 1: USW-Coastal Forest Industry Health and Welfare Plan

The District agrees to participate in and adhere to the terms and conditions of the USW-Coastal Forest Industry Health and Welfare Plan as detailed in the Master Agreement 2014-2019 for the Forest Products Industries Coast Region British Columbia, effective June 15, 2014.

Section 2: Insurance Coverage

The following coverage will be instituted on an industry-wide basis with a common carrier:

- (a) Group Life Insurance for each qualified employee is \$120,000.
- (b) Accidental Death and Dismemberment Insurance for each qualified employee, with 24 hour coverage, on or off the job, is \$120,000.
- (c) Weekly Indemnity as follows:

The weekly indemnity benefit is the EI rate plus \$100.

The Union agrees that if the District maintains Weekly Indemnity Plan benefits which will meet the standard requirements for full premium reduction for "wage loss replacement plan under the Employment Insurance Regulations", the employees' 5/12 share of the premium reduction is retained as payment in kind in the provisions of the Weekly Indemnity Plan benefits.

A "No Downs" provision is introduced so that the benefit will not be reduced by further reductions by Employment Insurance Regulations of the maximum insurance earnings number.

(i) Third Party Subrogation

The Parties agree to recommend to the Trustees of the Health and Welfare Plan #2 that effective April 16, 1992 a third party subrogation clause be adopted so that the Weekly Indemnity Plan can be reimbursed from damages recovered from a liable third party for illness, injury or income loss. The Plan will be entitled to recover the full amount of benefits paid to the member which exceeds 100% of the member's pre-disability gross income. Gross income will be calculated by using the member's regular hourly job rate times forty (40) hours. Trustees to work out the application and details, including the deduction of legal fees from the settlement and the execution of a reimbursement agreement.

(ii) WI/WorkSafe BC Interface

The Parties agree to recommend to the Trustees of the Health and Welfare Plan #2 that the benefit payment period terminates when a combined total of 52 weeks of payment have been made from the Plan and WorkSafe BC in the form of temporary wage loss or income continuity benefits.

(iii) Experience Surcharge Program

An Experience Surcharge Program will be introduced which will penalize employers in Health and Welfare Plan #2 who have claims experience in excess of 125% of the contribution rate on a three-year rolling average basis, as in the Southern Interior Health and Welfare Plan.

Section 3: Medical Coverage

Medical coverage including Extended Health Benefit coverage shall be provided by the District at no cost to the employee. The Extended Health Benefit coverage shall include:

- (a) Hospitalization coverage up to a maximum of \$8.50 per day;

- (b) Effective the first day of the month following the ratification of the 2014 – 2019 FIR Coast Master Logging Agreement, the vision care limit will be increased by a further one hundred fifty dollars (\$150) from the current two-hundred fifty dollars (\$250) to four hundred dollars (\$400) per member or dependent in any twenty-four (24) month consecutive period. This benefit will be amended to include the cost of laser eye surgery and/or eye exams.
- (c) The Physiotherapist/Massage Practitioner's limit will be five hundred and fifty dollars (\$550) per member or dependent per calendar year.
- (d) The Chiropractors/Naturopathic Physicians' limit will be six hundred dollars (\$600) per member or dependent per calendar year.

Section 4: General Principles

- (a) Premium cost for insurance shall be paid by the District.
- (b) Participation in the Plan is to be a condition of employment.
- (c) Any new employee who has not worked in covered employment in the last eighteen (18) months will be eligible to become a covered employee on the first day of the month following completion of the probationary period. However, for such employee coverage for the Medical Services Plan and for the Extended Health Benefit will apply on the first day of the month following the date of employment.
- (d) Coverage during layoff will be provided as follows:
 - (i) Employees with one (1) or more years' seniority - six (6) months;
 - (ii) Employees with more than four (4) months' but less than one (1) years' seniority - three (3) months.
- (e) In order for reinstatement of layoff coverage to occur there must be a return to regular full-time employment. An employee returns to regular full-time employment when he is employed for ten (10) working days within a floating period of thirty (30) consecutive days.

Also, an employee who returns to work for at least one (1) working day and less than ten (10) working days will be covered for that month, in addition to any layoff coverage to which he was entitled, if the recall occurred during the period of the layoff coverage.
- (f) There will be no duplication of Weekly Indemnity and Pension Plan payments.

- (g) Weekly Indemnity coverage will be eliminated for an employee on an extended leave of absence under Article XIX - Leave of Absence, Section 4: Compassionate Leave, provided however that such employee is eligible for Weekly Indemnity coverage on the agreed-upon day of return to work. In order to qualify for this coverage the employee must have returned to his place of residence in British Columbia unless his disability required him to be hospitalized and satisfies the requirements of the claims adjudication carrier. In the case of a compassionate appeal dealing with disability incurred during an extended leave of absence, the Trustees have the right to review certain circumstances.
- (h) Employees on extended leave of absence under Article XIX - Leave of Absence, Section 4: Compassionate Leave will pay their own premiums for the Medical Services Plan, Extended Health Benefit and Dental Plan, while the premiums for Group Life Insurance and Accidental Death and Dismemberment Insurance will be paid by the Employer during such extended leave of absence.

Section 5: Dental Plan

- (a) A Dental Plan will be provided based on the following general principles:
 - (i) Basic dental services (Plan A) - plan pays 80% of approved schedule of fees.
 - (ii) Prosthetics, crowns, and bridges (Plan B) - plan pays 60% of approved schedule of fees.
 - (iii) Orthodontic (Plan C) - plan pays 60% of approved schedule of fees (lifetime maximum \$3,000 for children and \$2,500 for adults), with no waiting period. Orthodontic lifetime maximum coverage increases to \$4,000 effective the month following the date of ratification of the 2014 – 2019 FIR Coast Master Logging Agreement.
- (b) The principles set out in Section 4 shall apply to the Dental Plan.

ARTICLE XIV - LONG TERM DISABILITY PLAN

The District agrees to participate and adhere to the terms and conditions of the IWA-Forestry Industry Long Term Disability Plan as detailed in the Master Agreement 2014-2019 for the Forest Products Industries Coast Region British Columbia, effective June 15, 2014.

A Long Term Disability Plan will be provided based on the following general principles:

- (a) The Plan will become effective June 15, 1982.
- (b) The contributions from both the District and the employee will be one dollar and twenty cents (\$1.20) per hour per employee per hour worked of which the District will contribute sixty cents (.60¢) and the employee will contribute sixty cents (.60¢).

- (c) A Board of Trustees will be constituted with equal representation from the Union and the Industry, to be responsible for establishing the terms of the Plan and the on-going administration.
- (d) The Trustees will select a qualified actuary to assist them and to ensure the establishment of actuarially sound reserves to fund the benefits provided by the Plan.
- (e) The Trustees will enter into a Trust Agreement which will include provision for a procedure to settle any major dispute that may arise with regard to the provisions of the Plan.
- (f) Protection Against Withdrawals: Withdrawing employer to be assessed for both the Employer and employee share of the unfunded liability in cases of negotiated withdrawal, decertification or relocation closure. Unfunded liability formula to be uniform and based on Plan Unfunded Liability divided by the total number of Plan members (at the time of most recent Plan Valuation) multiplied by the number of Plan members affected by the withdrawal. Trustees to be directed to amend the participation agreement accordingly.

ARTICLE XV - SAFETY AND HEALTH RESEARCH PROGRAM

The District agrees to participate and adhere to the terms and conditions of the USW-Coastal Forest Industry Health and Welfare Plan as detailed in the Master Agreement 2014-2019 for the Forest Products Industries Coast Region British Columbia, effective June 15, 2014.

- (a) The Program is to be funded on the basis of the District's contribution of one half cent ($\frac{1}{2}\text{¢}$) per hour per employee per hour worked.

ARTICLE XVI - TRAVEL TIME

- (a) Employees, except fallers, shall be paid at straight time rates for time spent on District property in excess of eight and one-half ($8\frac{1}{2}$) hours in any one day between leaving a designated marshalling point, to be agreed upon, and returning to said point, provided always that the said eight and one-half ($8\frac{1}{2}$) hour period is based upon one-half ($\frac{1}{2}$) hour for lunch and may be extended to a maximum of a further fifteen (15) minutes where the lunch exceeds one-half ($\frac{1}{2}$) hour.

Nothing in this provision shall be read in such a way as to reduce an employee's regular daily hours of work from eight (8) hours.

- (b) Fallers shall be paid at straight-time for time spent on District property in excess of seven (7) hours in any one day between leaving a designated marshalling point, to be agreed upon, and returning to said point, provided always that the said seven (7) hour period is based upon one-half ($\frac{1}{2}$) hour for lunch and may be extended to a maximum of a further fifteen (15) minutes where lunch exceeds one-half ($\frac{1}{2}$) hour.

- (c) The provisions of this Article apply to any water travel involved between the marshalling point and the work site.
- (d) The District shall avoid unnecessary delay in transporting employees from the marshalling point to the place of work and return.
- (e) It is hereby expressly provided that this Article shall not be interpreted to provide for the payment of Travel Time for the same hours that an employee, including an employee who is a faller, is working and is being paid at overtime rates of pay.
- (f) Crummy Drivers with up to five (5) passengers shall receive the Chokerman rate of pay while travel time is in effect.
- (g) Senior qualified employees shall have the first right of refusal for driving positions.

ARTICLE XVII - PENSION PLAN

The District agrees to participate and adhere to the terms and conditions of the Forestry Industry Pension Plan as detailed in the Master Agreement 2014-2019 for the Forest Products Industries Coast Region British Columbia, effective June 15, 2014.

Section 1: Hourly Contribution

Effective July 1, 2014, the District's contribution to the Pension Plan shall be three dollars and sixty-seven and one-half cents (\$3.675) per hour and the employee's contributions of two dollars and twenty-two and one-half cents (\$2.225) per hour per employee per hour worked will be added to the above contribution rate. It is understood that this contribution rate may be amended in accordance with the Letter of Understanding set out in Supplement No.2 attached to this Collective Agreement.

ARTICLE XVIII - SENIORITY

Section 1: Principle

- (a) The District recognizes the principle of seniority, competency considered.
- (b) The selection and promotion of supervisory staff shall be entirely a matter for the District's decision, but in making such selection or promotion, length of continuous service shall be given due consideration.
- (c) In the event a job has been posted and the duration of the assignment as previously agreed between the District and the Camp Committee as set out in the posting is less than one year then:
 - (i) the successful applicant to the job cannot apply for or take temporary assignments for the duration of the posted job unless prior approval of the Employer has been granted or the employee gives up the posting and returns to his original job.

- (ii) a more senior competent employee shall not be entitled to displace the successful candidate to the posted position, unless the result would be that the more senior competent employee would be on lay-off.
- (iii) it is understood that an employee would return to his original job at the end of the term of the posted assignment.

Section 2: Reduction & Recall of Forces

- (a) (i) 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 seniority may be postponed for such period as may be necessary but not exceeding five (5) working days. If the District decides to exercise its right under this provision it shall notify the Shop Committee as soon as possible.
- (ii) When recalling forces after a period of layoff following a reduction of forces, an employee shall be recalled in order of his seniority subject to the competency of the person involved and the provisions of Section 1.
- (b) During a reduction of forces where an employee's seniority is such that he will not be able to keep his regular job, he may elect to obtain a job paying a higher rate, subject to the competency of the person involved and the provisions of Section 1.
- (c) During a reduction of forces where an employee's seniority is such that he will not be able to keep his regular job he may elect whether or not to apply his seniority to obtain a lower paid job or a job paying the same rate of pay or accept a layoff until his regular job becomes available, provided however:
 - (i) If during the layoff period the employee wishes to return to work and so notifies the District, he shall be called back to work as soon as his seniority entitles him to a job.
 - (ii) The application of the provisions of (c) (i) above shall not result in an employee, in the exercise of his rights, bumping an employee with less seniority.
- (d) Details of the application of this Section shall be worked out by the Union and the District.

Section 3: Retention During Layoff

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

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

- (b) Employees with one (1) or more years' service shall retain their seniority for one (1) year, plus one (1) additional month for each year's service, up to an additional six (6) months.

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

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

Section 4: Job Vacancies and Postings

- (a) Vacancies shall be posted in advance for a period of not less than five (5) 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 XVIII, Section 1.
- (c) The District may temporarily fill the vacancy until a permanent replacement is decided through the selection process.
- (d) An employee may, in advance and in writing designate, either:
 - (i) a work colleague, or
 - (ii) a member of the shop committee, or
 - (iii) a supervisor

to apply for any posted vacancy on his behalf should he be absent from the workplace when a job(s) may be posted. Employees may also fax, email or apply in person for any posted position during the posted period. Such applicant shall provide a resume (if required) at the time of application for the position. The candidate shall be available to be interviewed within ten (10) calendar days of the closing date of the posting.

- (e) Jobs posted as training postings shall be awarded in accordance with Section 1(a).
- (f) The District will endeavour to train bargaining unit employees to fill potential vacancies of jobs set out in Supplement No. 1 as the need arises.

Section 5: 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 6: Seniority List

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

Section 7: Reinstatement

- (a) In any case where an employee has been transferred by the District to a supervisory position outside the bargaining unit, and at a later date he ceases to be a supervisory worker, and the District desires to retain his services, it is hereby agreed that reinstatement can be made within the bargaining unit in line with his bargaining unit seniority. The following options shall prevail:
- (i) If that employee has the bargaining unit seniority, he shall revert back to his previously held job; or
 - (ii) If that employee does not have the bargaining unit seniority, as outlined in (i) above, he may apply his seniority to a job commensurate with his bargaining unit seniority, competency considered; or
 - (iii) If that employee does not have the bargaining unit seniority to obtain a job, he shall be laid off and subject to all the provisions of this Agreement.
- (b) Employees who are required for temporary supervisory 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 temporary supervisory assignment.

Should any special circumstances arise which will require an extension of this provision, the same shall be discussed between the Union and the District and if agreement is reached, the period may be extended.

Section 8: Seniority and Sub-Contracting

The District will extend its consultative and remedial processes in connection with sub-contracting in order to establish closer lines of communication with the Union with respect to giving reasonable notice of its intentions and exploring ways and means of integrating senior employees into other jobs where sub-contracting takes place.

Section 9: Probationary Period

- (a) Notwithstanding anything to the contrary in the Agreement, it shall be mutually agreed that all employees are hired on probation, the probationary period to continue for thirty (30) working days, during which 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 District's employ, provided however that the probationary period of thirty (30) working days shall be cumulative within the three (3) calendar months following the date of entering employment.
- (b) The probationary period represents the District's opportunity to assess the suitability of newly hired employees for permanent employment. In this regard, probationary employees may be discharged for just cause, it being understood that "just cause" represents a lesser standard of cause than is required for the discharge of regular employees.
- (c) It is agreed that probationary employees will have preference over casual employees for any work performed during the normal work week, subject to competency.
- (d) It is further agreed that in the application of (a) above, 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 to where the employee cannot be readily contacted or where the employee has already worked one shift in the 24 hour period.

ARTICLE XIX - LEAVE OF ABSENCE

Section 1: Injury or Illness

The District 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 said medical certificate. The employee shall report or cause to have reported the injury or illness which requires his absence to the District as soon as may be reasonably possible.

Section 2: Written Permission

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

Section 3: Maternity Leave, Parental Leave and Adoption Leave

The District will grant maternity, parental and/or adoption leave as required under the Employment Standards Act.

Section 4: Compassionate Leave

The District 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 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) That the District shall grant such leave where a bona fide reason is advanced by the applicant, or may postpone leave for educational or training purposes where a suitable replacement is not available.
- (d) That the District shall be required to consult with the Shop Committee in respect of any application for leave under this Section.

Section 5: 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, sons-in-law, daughters-in-law, stepchildren, step-parents, grandparents, grandparents-in-law 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.

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 he would normally have worked will be reimbursed by the District 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) per day or 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 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 District will grant leave of absence to employees who are appointed or elected to the Union office for a period up to and including four (4) years. Further leave of absence may be granted by mutual consent. The employee who obtains this leave of absence shall return to the District within thirty (30) calendar days after completion of his term of employment with the United Steelworkers.
- (b) The District will grant leave of absence to employees who are elected as representatives to attend the Union meetings and the 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.
- (d) Leave of absence granted pursuant to this Section shall be without pay.

Section 8: Public Office

- (a) The District will grant leave of absence for campaign purposes to candidates for Federal, Provincial or Municipal elective public office for periods up to and including eight (8) weeks, provided the District is given due notice in writing of twenty (20) calendar days, unless the need for such application could not reasonably be foreseen.
- (b) Employees elected or appointed to Federal, Provincial or Municipal office shall be granted leave of absence without pay and without benefits not exceeding two (2) consecutive terms. Employees taking leaves exceeding two (2) consecutive terms shall lose all rights to seniority. Municipal office holders, where the term of public office is served intermittently, shall give the District reasonable notice of absences from work for conducting Municipal business.
- (c) The employee who obtains this leave of absence shall return to the District within thirty (30) calendar days after completion of public office, provided always that such employee has the knowledge, skills and ability to do the job.

Section 9: Personal, Emergency and Family Leave

- (a) A regular employee shall in each calendar year be entitled to utilize up to three (3) paid work days for the purposes of personal leave (such as, but not limited to, marriage of employee; wedding of the employee's child; birth or adoption of the employee's child except while on maternity, parental or adoption leave; citizenship), household or domestic emergency and family illness leave.
- (b) Such leave shall apply on the work day on which the situation occurs, and provided the Employer is open for business.
- (c) An employee shall get prior approval for the leave from the Employer and schedule the leave to meet operational requirements.
- (d) In the event of an emergency or unforeseeable occurrence the employee shall notify their supervisor of their absence as soon as practical.
- (e) The Employer reserves the right to seek a satisfactory reason for the leave.

It is understood that the application of Personal, Emergency, and Family Leave (PEFL) does not replace or extend leave provisions otherwise found in the Collective Agreement.

Section 10: Sick Leave

- (a) In cases of illness, regular employees, who have completed three (3) months of continuous service, shall be granted twelve (12) days sick leave with pay per calendar year.
- (b) The yearly sick leave entitlement set out in section (a) shall be advanced to employees on January 1st of each year, and shall be available until December 31st of each year. Should the employment of such employee terminate for any reason before the yearly sick leave entitlement advanced on this basis has been earned in that year, an adjustment shall be made to the employee's final cheque to repay such advance. Should the employee commence employment after January 1st of a calendar year, the sick leave shall be prorated for the remainder of the calendar year following the completion of three (3) months of continuous service.
- (c) During the qualification period, an employee must make application for Weekly Indemnity benefits while on an extended sick leave, and that if the employee is accepted for Weekly Indemnity benefits that the employee shall commence Weekly Indemnity upon completion of the qualification period. Any payment of sick leave provided by the Employer for which Weekly Indemnity benefits are eligible and paid shall be reimbursed in full by the employee, and the employee's sick leave bank will be credited accordingly.
- (d) No cash payment for unused sick leave will be paid to any employee leaving the service of the Employer.

- (e) The Employer reserves the right to require satisfactory proof of illness before any sick leave is granted.
- (f) An illness or injury occurring while the employee is on scheduled vacation time shall not be accepted as a claim for sick leave benefits unless recuperation involves hospitalization or confinement to bed by order of a medical practitioner.
- (g) Subrogation: An employee who receives wage loss benefits from the Insurance Corporation of British Columbia, or a court action, or an indemnity plan (e.g. Weekly Indemnity), shall reimburse the Employer (at the rate paid out) for sick leave benefits up to the amount of:
 - i. benefits received from the Employer as sick leave; or
 - ii. benefits received from the Insurance Corporation of British Columbia or a court action and designated as compensation for loss of wages, whichever is less.

The sick leave shall be restored to the amount of reimbursement remitted by the employee.

- (h) Regular employees shall not earn sick leave while they are on:
 - (i) Long Term Disability
 - (ii) Unpaid leave in excess of thirty (30) calendar days (calculated from the first day of absence of the leave from work)
 - (iii) Workers Compensation in excess of ninety (90) consecutive days

ARTICLE XX - OCCUPATIONAL HEALTH & SAFETY COMMITTEE

Section 1: Composition

The District shall maintain an Occupational Health & Safety Committee as directed by WorkSafe BC Regulations, made pursuant to the *Workers' Compensation Act*.

Section 2: Duties

The general duties of the Occupational Health & Safety Committee shall be as directed by the regulations made pursuant to the *Workers' Compensation Act*.

Section 3: Pay for Meetings

- (a) The District will pay straight-time rates not exceeding two (2) hours per week to employee members for the actual time spent in attending Occupational Health & Safety Committee meetings outside of working hours.

- (b) The rate to be paid to employee members shall be the employee's regular straight-time job rate.

Section 4: Meetings During Work

Where Occupational Health & Safety Committee meetings are held during working hours with the consent of the District, 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 Occupational Health & Safety 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.

ARTICLE XXI - CONTRACTORS AND SUB-CONTRACTORS

- (a) The District agrees that as of the 1st day of September, 1995, the introduction of a Contractor or Sub-contractor into the operation will not result in the loss of full-time positions held by regular employees in the operation, except where justified by special circumstances.
- (b) The Parties agree that if there is a dispute arising with respect to clause (a) herein which the Parties are unable to settle between themselves, the issue may be addressed through the grievance procedure for resolution.
- (c) The dispute shall be determined by arbitration on an expedited basis. The decision of the arbitrator will be made in writing and all decisions will be final and binding upon the Parties.
- (d) Decisions of the Umpire pertaining to Article XXV of the 1986 - 1994 Collective Agreements between the Parties (identical in wording to same Article in the Coast Master Agreements for the same period) may be cited by either Party in the event a dispute with respect to clause (a) herein proceeds to arbitration.

ARTICLE XXII - SAFETY EQUIPMENT

- (a) The District shall provide employees with personal protective equipment as required by the District or by WorkSafe BC Regulations including the following protective clothing and items:
- (i) Eye protection;
 - (ii) Gloves;
 - (iii) Hard hats;
 - (iv) Hearing protection;
 - (v) Respiratory equipment;
 - (vi) Flotation equipment;
 - (vii) Leg protection devices (including bucking pants);
 - (viii) Rain gear;
 - (ix) Cloth or disposable Plastic Coveralls (where required)
- (b) Items listed in (a) above shall be issued to employees subject to the terms and conditions outlined below:
- (i) All personal protective equipment and protective clothing issued to an employee free of charge by the District must be signed for by the employee.
 - (ii) Personal protective equipment and/or protective clothing shall remain the property of the District.
 - (iii) Employees issued personal protective equipment and/or protective clothing are responsible and will be held accountable for the safe-keeping, care and return to the District of equipment listed in (a) above.
 - (iv) Personal protective equipment and/or protective clothing issued to the employee, which has become worn or damaged and needs to be replaced must be presented to Stores before a replacement issue will be made.
 - (v) Employees who fail to return personal protective equipment and/or protective clothing issued to them shall be liable for the replacement cost of all items not returned. The District shall have the right to deduct such costs from the employee's earnings.
- (c) The Employer shall be required to make available at cost to those employees who are required to wear them, the following articles:
- (i) Caulk boots
 - (ii) Safety shoes

- (iii) Coveralls
- (d) An employee who is required to wear caulk boots by WorkSafe BC shall receive annually a one hundred and sixty dollars (\$160) caulk boot allowance,
 - (i) if he has six (6) months or more seniority, or
 - (ii) upon completion of six (6) months' seniority,
 - (iii) Seasonal layoffs shall not interfere with the qualifying period herein,

ARTICLE XXIII - FIREFIGHTING

Section 1: Rates of Pay and Overtime

- (a) An employee assigned to firefighting duties shall be paid his regular (posted) rate of pay or the appropriate rate for the work performed set out in Supplement #1, whichever is greater.
- (b) A regular employee required to work overtime on a firefighting assignment shall be paid the appropriate overtime rate as set out in Article VI, Section 1 of this Collective Agreement.
- (c) An employee classified as a Watershed Operator Level I required to work overtime on a firefighting assignment shall be paid at the overtime rate of time and one-half (1½) as set out in Supplement Letter of Understanding No. 5, clause 5 attached to this Collective Agreement.

Section 2: Call-out

In the event of an employee "call-out" to a firefighting assignment outside of the employee's scheduled work week (for example: days of rest, statutory holiday or scheduled vacation), then the first eight (8) hours of work shall be at straight time and overtime thereafter.

Section 3: Ministry of Forests, Lands and Natural Resource Operations Fire Suppression

Notwithstanding the foregoing and in the event the Ministry of Forests, Lands and Natural Resource Operations directs employees of the Capital Regional District to fight fires pursuant to the CRD/MOFLNRO Wildfire Resource Agreement, then employees shall be paid at the rates of pay established in the CRD/MOFLNRO Wildfire Resource Agreement.

ARTICLE XXIV - RESOLUTION OF GRIEVANCES

Section 1: Definition

The term "grievance" shall mean any difference between the Parties, or the Employer and any employee, concerning the interpretation, application, operation or any alleged violation of the Agreement including any question as to whether any matter is arbitrable.

Section 2: Grievance Procedure

- Step One: Within ten (10) working days from the date of the incident giving rise to what may be a grievance, the employee or the Camp Committee in the event of a group/policy grievance, shall discuss the matter with a Manager of Watershed Protection (or his designate). The Manager of Watershed Protection (or his designate) shall verbally reply to the employee within a further ten (10) working days.
- Step Two: If no settlement is achieved at Step One, the aggrieved employee, or his Union representative, shall in writing set out the particulars of the incident, the alleged violation of the Collective Agreement and the relief sought. This grievance shall be presented within ten (10) working days of the verbal reply of the Manager of Watershed Protection and submitted to the General Manager of Water Services (or his designate). Within a further ten (10) working days the General Manager (or his designate) shall meet with the grievor and his on-site Union representative and endeavor to resolve the matter. The General Manager of Water Services shall, in writing, reply to the Union within five (5) working days of this meeting.
- Step Three: If no settlement is reached at Step Two, the Union shall forward the grievance in writing to the Chief Administrative Officer (or his designate) within ten (10) working days of the receipt of the reply of the General Manager of Water Services. The Chief Administrative Officer and the Union shall meet within ten (10) working days of receipt of the grievance. The Chief Administrative Officer shall respond to the Union within a further ten (10) working days of this meeting.
- Step Four: If a settlement is not achieved through the foregoing procedure, the grievance may be referred to arbitration. A request to have the matter resolved by arbitration shall be submitted by the Union, in writing, to the Chief Administrative Officer within ten (10) working days of receipt of the written response of the Chief Administrative Officer.

Section 3: Employer Grievances and Union Policy Grievances

In the event the Employer has a grievance, such matter shall be submitted in writing to the Union and processed commencing at Step Three within ten (10) working days from the date of the incident prompting the grievance.

In the event the Union has a policy grievance, such matter shall be submitted in writing to the Employer and processed commencing at Step Three within ten (10) working days from the date of the incident prompting the grievance.

Section 4: Time Limits

If a grievance has not advanced to the next stage under Step Two, Three, or Four, within the time limits set out, then the grievance shall be deemed to be abandoned, and all rights of recourse to the grievance procedure shall be at an end.

Section 5: Extension of Time Limits

The Union and the Employer may by mutual agreement, in writing, extend the time limits mentioned above, provided such extension is requested prior to the expiry of the time allowed. Within the above time limits the Union shall expeditiously advise the Employer that the Union is not able to observe the time limit by reason of the absence of the aggrieved employee or the Shop Committee and 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.

Section 6: Appointment of a Board of Arbitration

If possible, the Parties shall agree upon a single arbitrator who shall hear and render a decision on the grievance in accordance with the *Labour Relations Code* of British Columbia.

In the event the Parties are unable to mutually agree upon an arbitrator, application may be made by either party to the Collective Agreement Arbitration Bureau to appoint an arbitrator.

Section 7: Authority of Arbitrator Upon Reinstatement

If the arbitrator finds that an employee has been unjustly suspended or discharged, the arbitrator shall reinstate the employee without loss of pay and with all his rights and privileges preserved under the terms of this Agreement, provided always that if it is shown to the arbitrator that the employee has been in receipt of wages during the period between discharge (or suspension) and reinstatement, or date of failure to rehire and rehiring, the amount so received shall be deducted from wages payable by the District pursuant to this Section.

Section 8: Costs

The Parties shall share equally the fee(s) and expenses of the arbitrator.

Section 9: Expedited Arbitration

- (a) The Parties may, by mutual agreement, refer to this Expedited Arbitration process any outstanding grievance filed at arbitration.
- (b) The Parties shall mutually agree upon a single arbitrator who shall be appointed to hear the grievance and render a decision within two (2) working days of the hearing. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.
- (c) An expedited arbitration decision respecting any matter shall be of no precedential value and shall not thereafter be referred to by the Parties in respect of any other matter (with the exception of discipline which may remain on an employee file).
- (d) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (e) Notwithstanding (a) above, either party may remove from the expedited arbitration process any matter at any time prior to hearing and forward the matter through the arbitration process established pursuant to Section 6. In such event, time limits shall not act as a bar to the grievance proceeding to arbitration.
- (f) All presentations shall be short and concise, and are to include a comprehensive opening statement. The Parties agree to make limited use of authorities during their presentations.
- (g) The Parties shall equally share the costs of the fees and expenses of the Arbitrator.
- (h) Neither party shall appeal a decision of an expedited arbitration.
- (i) Neither party shall retain lawyers to represent them in an expedited arbitration hearing.

Section 10: Place of Hearing

Any arbitration to be held pursuant to this Article shall be held at the City of Victoria or at such other place as may be decided by the Parties.

ARTICLE XXV - STRIKES AND LOCKOUTS

Section 1: Matters For Which Arbitration Is Provided

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.

Section 2: No Activity

The Parties to this Agreement expressly agree that there will be no activity within the meaning of Section 1 above threatened, declared, authorized, counselled, aided or brought about on its part.

Section 3: Strike During Term of Agreement

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 XXVI - PERMANENT CLOSURE

The District agrees that employees affected by a permanent closure of the District's operations shall be given sixty (60) days' notice of closure.

ARTICLE XXVII - SEVERANCE PAY FOR PERMANENT CLOSURE

Employees terminated by the District because of a permanent closure of the District's operations 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 District.

ARTICLE XXVIII - DURATION OF AGREEMENT

Section 1: Duration

The Parties hereto mutually agree that this Agreement shall be effective from after the 1st day of January, 2014, to midnight, the 31st day of December, 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 31st of December, 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.

Section 2: Exclusion

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.

IN WITNESS WHEREOF the Parties hereto have caused this Letter of Understanding to be executed on this 5th day of April in the year 2017, in the City of Victoria, BC.

**SIGNED ON BEHALF OF
USW, LOCAL 1-1937, C.L.C.**

"Brian Butler"
President

**SIGNED ON BEHALF OF
GVLRA**

"Kevin Murdoch"
Board Chair

"Alice Final"
Board Director

"Paddy Bradley"
Executive Director

SUPPLEMENT NO. 1 – WAGE RATES

Grade	Code	Position	Jan.1, 2014	Jan.1, 2015	Jul.1, 2015	Jan.1, 2016
			1.75%	1.0%	1.0%	2.0%
15		Fallers & Buckers				
	F	Log production (logging settings), 6.5 hrs/day Non-production, large danger trees, 8hrs/day <i>(per day rate)</i>	410.74	414.85	419.00	427.38
	HF	<i>(per hour rate)</i>	51.34	51.86	52.37	53.42
		Faller/Bucker Trainer				
	FT	Log production, 6.5 hrs/day <i>(per day rate)</i>	456.24	460.81	465.42	474.72
	HFT	<i>(per hour rate)</i>	57.03	57.60	58.18	59.34
	FBT	Faller & Bucker Travel Time <i>Includes non-starting and blow out time</i>	51.34	51.86	52.37	53.42
		Non-production, minor danger trees and windfall and storm damage, greater than 6 inches etc, 8 hrs. <i>(per day rate)</i>	300.44	303.44	306.48	312.61
	HFNP	<i>(per hour rate)</i>	37.55	37.93	38.31	39.08
14X	SWO	Senior Supervisor, Watershed Operations	38.67	39.05	39.44	40.23
	SWO	Sr Supervisor, Watershed Security & Emergency Response				
	SWO	Senior Supervisor, Roads (2014)				
14	RS	Roads/Operations Supervisor (2014)	35.94	36.30	36.66	37.40
13	WT2	Watershed Technician 2	35.49	35.84	36.20	36.92
12			33.81	34.15	34.49	35.18
11	WT	Watershed Technician	32.87	33.20	33.53	34.20
10X	CH	Chargehands Operations Chargehand Security Chargehand Emergency Preparedness Assistant Fire Warden Protection Assistant <i>Wildfire, Security & Emergency Response Assistant (2017)</i>	32.70	33.02	33.35	34.02
10	HT	Hooktender (skidder)	32.02	32.34	32.66	33.32
	D	Powder/Driller				
	DB	Driller Blaster (with ticket)	33.82	34.16	34.50	35.19
Grade	Code	Position	Jan.1, 2014	Jan.1, 2015	Jul.1, 2015	Jan.1, 2016
9	TF	Skidder Operator	31.40	31.71	32.03	32.67

	GR	Grader Operator				
	TO	Tractor/Backhoe Operator				
	EO	Watershed Operator/Equipment Operator (2017)				
	-	-				
8	LO	Front End Loader	30.83	31.13	31.45	32.07
	GT	Gravel Truck Operator				
	WO 3	Watershed Operator III				
	GFA	Gatekeeper/First Aid Attendant Level III				
6			30.14	30.44	30.75	31.36
5			29.75	30.04	30.34	30.95
4	P	Patrol (off shift WO II/III)	29.47	29.76	30.06	30.66
	WO 2	Watershed Operator II				
3			29.37	29.66	29.96	30.56
1	G	Gatekeeper (Relief)	28.74	29.03	29.32	29.91
0	FA3	Level 3	+85	+85	+85	+85
	FAA3	First Aid Attendant - Level 3 <i>(note: includes first aid ticket premium)</i>	31.40	31.71	32.03	32.67
	WT	Watershed Technician	32.87	33.20	33.53	34.20
	FC1	Forestry Crew I	29.75	30.04	30.34	30.95
	FC2	Forestry Crew II	30.43	30.74	31.04	31.66
	FC3	Forestry Crew III	32.69	33.02	33.35	34.02
	FC4	Forestry Crew IV	33.26	33.59	33.93	34.60
	FC5	Forestry Crew V	33.82	34.16	34.50	35.19
	CT	Carpenter - Trades w/ticket	36.86	37.23	37.60	38.35
		Fire Fighting Rates:				
	FFC	Forest Fire Crew Chargehand	30.14	30.44	30.75	31.36
	FF	Forest Fire Crew	29.45	29.75	30.05	30.65
	WO 1	Watershed Operator I (includes off shift patrol)	24.41	24.66	24.91	25.40

INACTIVE POSITIONS
WAGE RATES

Grade	Code	Position	Rate @ Jan. 1, 2004
15	FJ	Juvenile thinings <i>(Christmas trees only maximum diameter 5")</i>	24.475
13	LE2 HR	Mobile Grapple Loader (2 sides) Steel Spar Hook & Rig	27.945
11	CG LE HW	Cat Operator (On Grade) Mobile Grapple Loader (1 side) Steel Spar Hooker - Radio Whistle	25.890
10	C DE LH	Cat Operator (Arch, brush blade) Engineer (Steel spar operator) <i>Hooktender (Cat)</i> Log truck driver (on highway)	25.215
9	RS (W) W	<i>Tractor Operator</i> (Flail mower or auger) Rigging Slinger <i>(Radio Whistle Premium)</i>	24.725 +.15
8	LM BC U	Landing Brush Cutter Operator Utility	24.280
6	FEF	Fencing Crew Chargehand	23.740
5	2L CA FMS	Second Loader Chaser Flail Mower Swamper	23.425
4	BD CO M	Bus Driver Choker Miscellaneous (e.g. Fencing Crew)	23.210
3	TPL	Tree Planters	23.125
0	BR - FA2 TOP CPS CHA AP T	Bridge/Trades First Aid Ticket <i>(Occupational Rate + Premium):</i> Level 2 Topographer Compass Chain Axe/ Picket Trades	28.790 +.50 23.635 23.210 23.005 26.320 28.460

LETTERS OF UNDERSTANDING

The Parties agree that by signing this page all the listed Supplemental Letters of Understanding are deemed to be signed.

- Supplement No. 2 – Benefits
- Supplement No. 3 – Marshalling Point
- Supplement No. 4 – Personnel Files
- Supplement No. 5 – Watershed Operator Series
- Supplement No. 6 – Hours of Work – Alternate Work Schedule
- Supplement No. 7 – Alternate Shift Schedule
- Supplement No. 8 – Employee and Family Assistance Program
- Supplement No. 9 – Equipment Operator

IN WITNESS WHEREOF the Parties hereto have caused these Supplemental Agreements to be executed on this 5th day of April in the year 2017, in the City of Victoria, BC.

**SIGNED ON BEHALF OF
USW, LOCAL 1-1937, C.L.C.**

**SIGNED ON BEHALF OF
GVLRA**

“Brian Butler”
President

“Kevin Murdoch”
Board Chair

“Alice Final”
Board Director

“Paddy Bradley”
Executive Director

SUPPLEMENT NO. 2
LETTER OF UNDERSTANDING
BENEFITS

Notwithstanding the duration of the Agreement as set out in Article XXIX, the Parties agree that in the event of changes to the following benefits contained within the Coast Master Agreement between the Union and Forest Industrial Relations, namely:

- (a) Health and Welfare Plan;
- (b) Long Term Disability Plan; and
- (c) IWA - Forest Industry Pension Plan; and
- (d) Shift Differential, Article IX – Wages, Section 4: Shift Differential.

those changes, if any, will amend and become part of this Agreement.

The Parties have renewed this Supplement this 5th day of April in the year 2017, in the City of Victoria, BC.

SUPPLEMENT NO. 3
LETTER OF UNDERSTANDING
MARSHALLING POINT

In accordance with Article XVI - Travel Time, the Parties agree that the designated marshalling point shall be the Goldstream Gate.

The Parties have renewed this Supplement this 5th day of April in the year 2017, in the City of Victoria, BC.

SUPPLEMENT NO. 4

PERSONNEL FILES

- (i) Upon reasonable notice to the Employer an employee shall have the right to review the information contained in their personnel records. If the employee disagrees with any of the information contained in their personnel records, the employee shall have the right to state the reasons for their disagreement in writing and this statement shall be attached to and become part of their personnel records.
- (ii) An employee shall have the right to make copies, at their own expense, of any material contained in their personnel record.
- (iii) The attendance by an employee to review their personnel file at the offices of the Employer where the files are maintained shall be without pay.

The Parties have renewed this Supplement this 5th day of April in the year 2017, in the City of Victoria, BC.

SUPPLEMENT NO. 5

WATERSHED OPERATOR SERIES

This Letter of Understanding is attached to and forms a part of the current Collective Agreement and shall remain in full force and effect for the term of the agreement. Where a conflict may arise between this Letter of Understanding and any provision of the Collective Agreement, the terms of this Letter of Understanding shall take precedence.

1. Watershed Operator I

- (a) The Watershed Operator I is an entry level position into the CRD (Water) within the jurisdiction of the USW filled by an employee who has worked less than 2080 of straight time hours.
- (b) The hours worked toward the accumulation of 2080 hours shall not include overtime, patrol or firefighting hours worked outside of the normally scheduled work week of an employee.
- (c) The rate of pay shall be \$19.23 per hour (as of December 31, 2004) plus negotiated general wage increases.
- (d) In addition to the hourly rate of pay a Level I employee shall receive ten per cent (10%) of their straight time earnings in lieu of the Collective Agreement's health and welfare entitlements, vacations, statutory holidays, pension, long-term disability, and other such paid benefits.
- (e) In the event coverage becomes available through the Forest Industry Health and Welfare Plan, Level I employees shall be covered by Life and Accidental Death & Dismemberment Insurance to a level equivalent to other employees under the Collective Agreement. Life and Accidental Death & Dismemberment benefit retention upon layoff shall be to the end of the month in which the employee is laid off. The benefit shall be reinstated for any month in which an employee works. The hourly wage rate of the Level I job category shall be reduced to off-set the cost of this benefit.
- (f) Level I employees shall receive time and one-half (1½) for all overtime worked, including work on a statutory holiday.
- (g) A newly hired Level I employee shall serve a probationary period of thirty (30) working days and shall not acquire seniority rights during this period in accordance with Article XVIII Section 9 of the Collective Agreement.
- (h) For the right of recall to available work, a Level I employee shall maintain their seniority for a period of 3 calendar months from their effective date of lay-off.
- (i) Level I employees who have been laid-off and are subsequently re-hired shall continue to accumulate their hours worked towards 2080 straight time hours (eligibility for Watershed Operator Level II) provided their break in employment does not exceed twelve (12) consecutive months.

- (j) If recalled from seasonal layoffs where a Level I employee's seniority retention has lapsed, the employee shall not repeat the probationary period but their seniority date shall be that of their first day of work upon the recall. A permanent seniority date shall be established as the first day worked in a seasonal recall period in which the employee completed 2080 hours of work.

2. Watershed Operator II

- (a) A Watershed Operator Level I employee who has worked 2080 straight time hours pursuant to Clause I above and has a satisfactory work record shall be placed into the Watershed Operator Level II position.
- (b) The Employer shall consult with the Union should an employee's (Level I) advancement to Level II be withheld.
- (c) A Watershed Operator II shall be considered a regular full-time employee.
- (d) The rate of pay of a Watershed Operator II shall be at pay grade 4.
- (e) A Level II employee shall be entitled to all health and welfare benefits of the Collective Agreement, including participation in the pension plan.
- (f) A Level II employee shall participate in the required training programs set by the Employer.
- (g) A Level II employee shall continue to accumulate straight time hours worked towards eligibility for a Watershed Operator III position (being 6240 straight time hours).
- (h) The hours worked towards the accumulation of 6240 hours shall not include overtime, patrol or firefighting hours worked outside of their normally scheduled work week.

3. Watershed Operator III

- (a) A Watershed Operator Level II employee who has worked 6240 straight time hours pursuant to clauses 1 and 2 above and has a satisfactory work record shall be placed into the Watershed Operator Level III position.
- (b) The Employer shall consult with the Union should an employee's (Level II) advancement to Level III be withheld.
- (c) To be eligible for advancement to a Level III position, an employee must have successfully completed the required training provided by the Employer (otherwise the employee shall remain at Level II until he/she has passed the training).
- (d) The rate of pay of a Watershed Operator III shall be at pay grade 8.

4. Patrols

- (a) Patrols will be a part of the Level I, II and III Watershed Operator's duties and may be a part of the employee's scheduled work week (including where daily overtime rates apply).

- (b) Where Level II and III employees perform patrol duties in excess of their scheduled work week (and daily overtime) they shall be paid straight time wages at pay grade 4.
- (c) Where Level I employees perform patrol duties in excess of their scheduled work week (and daily overtime), they shall be paid straight time wages at the Level I rate of pay.

5. Fire Fighting

- (a) While assigned to firefighting duties all employees shall maintain their normal (posted) rate of pay.
- (b) With the exceptions as follows, should an employee assigned to firefighting duties be required to work overtime then the overtime provisions of the Collective Agreement shall apply. However:
 - i) Watershed Operator I shall receive time and one-half (1½), and
 - ii) in the event of a call-out, outside of an employee's scheduled work week (e.g. days of rest, statutory holiday, or vacation), then the first eight hours of work shall be at straight time and overtime thereafter.

6. Standby

Standby compensation shall be at the current rate of pay of the Watershed Operator employee. For example, a Level II employee would receive standby pay at the pay grade 4 rate and a Level III employee would receive standby pay at the pay grade 8 rate.

7. Acting Pay

For administrative purposes only and in the event a Watershed Operator is assigned by the Employer to a higher paid job category then the Watershed Operator shall be paid his/her existing pay grade (at 4 or 8) plus a premium to achieve the wage rate of the higher job category. It is understood that there is no premium pay when a Level II employee replaces or acts as a Level III employee as the Watershed Operator combined job description applies (old M and U functions).

8. Recruitment

Notwithstanding any of the foregoing it is understood that the Employer reserves the right to post a regular position and recruit at the Watershed Operator II level to meet operational requirements. In effect a newly hired Level II employee may not have worked 2080 straight time hours at Level I.

9. Job Descriptions

The Parties agree that any proposed changes to the signed-off job descriptions of the Watershed Operator series will be discussed, in good faith, at the Labour Management Committee. In the event resolution cannot be achieved then the matter may be referred to the expedited arbitration procedure for resolution by arbitration.

10. Implementation

- (a) The implementation of the Watershed Operator I, II and III series shall come into effect on the first day of the month following ratification of the new Collective Agreement.
- (b) All existing regular Watershed Operators (as of June 1, 2006) shall be placed into the Watershed Operator III job category at Pay Grade 8.

The Parties have renewed this Supplement this 5th day of April in the year 2017, in the City of Victoria, BC.

SUPPLEMENT NO. 6

LETTER OF UNDERSTANDING

HOURS OF WORK – ALTERNATE WORK SCHEDULE

1. The Parties agree the Employer may post and schedule up to three (3) crews (comprised of two (2) employees per crew) to work a five (5) consecutive day work schedule that includes Saturdays and Sundays at straight time rates. The number of employees on this alternate shift schedule may be increased by mutual agreement of the Parties.

In addition, the Parties agree the Employer may post and schedule up to two (2) crews (comprised of two (2) WSO 1 and/or WSO 2 employees per crew) to work a five (5) consecutive day work schedule that includes Saturdays and Sundays at straight time rates. The number of employees on this alternate shift schedule may be increased by mutual agreement of the Parties.

2. In the event that no employees apply to the posted schedule, the Employer will assign employees to the crew(s) in order of reverse seniority, competency considered.
3. These alternate schedules shall only be scheduled between May 1 and November 30 of each year. The Employer is required to re-post for these shifts each year.
4. These crews shall only do work described within the Watershed Operator job descriptions. The Employer will ensure that the use of these employees on an alternate shift will be over and above the requirement for weekend patrols and/or standby requirements as dictated by the standby schedule contained within the 2006 CRD Water Services Wildfire Preparedness Plan.
5. Where the Employer cannot fill the requirement for weekend patrols the Employer may utilize the employees on alternate shifts to fill in on patrols.

The Parties have renewed this Supplement this 5th day of April in the year 2017, in the City of Victoria, BC.

SUPPLEMENT NO. 7

ALTERNATE SHIFT SCHEDULING**1. FLEXIBILITY OF HOURS OF WORK**

The Parties recognize the need for flexibility of hours other than those outlined in Article VI - Hours of Work, Section 1, for the express purpose of better utilization of employees and equipment such as:

Balance of production;
Maintenance;
Market requirements;
Even flow production; and
Continuous scheduling (e.g. logging, engineers, firemen, maintenance, gatekeeper).

2. SHIFT SCHEDULING

The Parties agree that the following shift schedules will provide the flexibility required to meet the needs expressed above.

(a) Logging

- (i) Compressed schedules consisting of 10 hours per day, 4 days per week;
- (ii) Continuous schedules such as 4 days on, 4 days off; or 7 days on, 7 days off;
- (iii) Non-continuous schedules such as 10 days on, 4 days off; or 15 days on, 6 days off; or 20 days on, 8 days off, to consist normally of 8 hours per shift;

(b) Other Shifts

It is understood the Parties can establish other shifts by mutual consent to meet local conditions.

3. IMPLEMENTATION

Any variation(s) to Article VI - Hours of Work, Section 1, shall be implemented only upon completion of the following steps:

- (a) The District and the Local Union will meet to discuss proposed shift schedules within the terms of Article VI, Section 2. Prior to the implementation of such schedules, the Parties must mutually agree on the resolution of issues such as:
 - (i) Details of shift.
 - (ii) Details of Statutory Holidays, Floating Holiday, Bereavement Leave and Jury Duty.
 - (iii) Maximum lengths of shifts for physically demanding or dangerous occupations. Accident risk is a factor to be taken into account in determining shift lengths.
 - (iv) The loss of hours/employment as a direct result of the implementation of alternate shift schedules.
 - (v) The use of employees for supplementary production work.
- (b) Following agreement being reached, a four calendar month trial period will be implemented after which the Union will conduct a ballot of those affected by the schedule.
- (c) Where the crew votes to reject an alternate shift schedule, that schedule shall cease immediately unless agreement is reached between the Union and the District on other arrangements.
- (d) The Shop Committee and the crew will be actively consulted by the Parties during this process.
- (e) The District or the Union shall have the right to terminate any agreement upon thirty (30) days' notice to the other Party.

4. GENERAL PRINCIPLES

When an alternate shift schedule is in effect other provisions of the Master Agreement will be administered on the principle that an employee will not lose or gain any benefits over his normal five-day work schedule.

- (a) The District agrees that alternate shift schedules will not be introduced where the intention is to increase the use of casual employees in place of regular employees.
- (b) Different parts of an operation may be scheduled on different shifts.
- (c) The principle of the forty (40) hour week is to be maintained over an averaging period.

- (d) This Article shall not change existing alternate shift arrangements, unless agreed to by both Parties.
- (e) Earned vacations will be scheduled on the same basis as days and hours worked under the alternate shift schedule.
- (f) Other Articles of the Collective Agreement, which provide benefits after eight (8) hours, are extended by the amount the regular hours of work have been increased beyond the eight (8) hours per day.
- (g) An employee's rest days may vary from week to week under an alternate shift schedule. Employees shall not be paid premium pay for changes in their rest days in these circumstances.
- (h) An employee whose rest days are changed by the District under an established alternate shift schedule, shall receive rate and one-half for work performed on his rest days unless a change in rest day results from the application of seniority or has been agreed to between the employee and the District.
- (i) There shall be no premium pay paid to any employee whose rest days are changed because of the implementation or discontinuance of an alternate shift schedule.

The Parties have renewed this Supplement this 5th day of April in the year 2017, in the City of Victoria, BC.

SUPPLEMENT NO. 8

EMPLOYEE AND FAMILY ASSISTANCE PROGRAM

For employees covered by the CRD/USW Local 1-1937 Collective Agreement, the CRD will engage the Vancouver Island Counselling South Vancouver Island Assessment and Resource Service Society to provide an employer-provided Employee and Family Assistance Program. It is understood that this is provided in the manner for which the Society is currently registered (non-profit) and for which the Society's services are currently administered.

The Parties have renewed this Supplement this 5th day of April in the year 2017, in the City of Victoria, BC.

SUPPLEMENT NO. 9

EQUIPMENT OPERATOR

1. The Parties agree to implement an Equipment Operator Job Description, at Grade 9 "EO" Equipment Operator. The Parties agree that any proposed changes to the job description will be discussed, in good faith, at the Labour Management Committee.
2. Employees assigned to operate equipment, as and when required, will continue to receive the appropriate pay grade, Equipment Operator at Pay Grade 9, for work performed.
3. The CRD will ensure they post and train Equipment Operator positions where they are made aware operators will be leaving a position and six or more months formal notice is given. The CRD reserves the right to determine the number of Equipment Operator positions it requires.

The Parties have agreed to this Supplement this 5th day of April in the year 2017, in the City of Victoria, BC.