

COLLECTIVE AGREEMENT

BETWEEN

DISTRICT OF HOUSTON

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2086

January 1, 2013 – December 31, 2015

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THIS AGREEMENT MADE THIS _____ DAY OF _____, 2013.

BETWEEN

THE DISTRICT OF HOUSTON
hereinafter called the "Employer"

Party of the First Part

AND

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2086
hereinafter called the "Union"

Party of the Second Part

ARTICLE 1 - PREAMBLE

1.01 Purpose

It is the purpose of both parties to this Agreement:

- (1) To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union.
- (2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- (3) To encourage efficiency in operations.
- (4) To promote the morale, well-being and security of all employees in the bargaining unit of the Union.

1.02 Method

It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 Management Rights

The Union recognizes that it is the right of the Employer to manage its affairs and operations, direct its working forces, to hire, to suspend or discharge for just and reasonable cause, to promote, demote, discipline, lay off or transfer any employee and to assign work, subject to the limitations of this Agreement.

ARTICLE 3 - RECOGNITION AND NEGOTIATION

3.01 Bargaining Agent

The Employer recognizes the Canadian Union of Public Employees and its Local 2086 as the sole and exclusive collective bargaining agent for all its employees as certified by the Labour Relations Board.

3.02 Work of the Bargaining Unit

Persons who are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in the cases mutually agreed upon by the parties or in emergency situations, emergency being defined as that which could affect the health or safety of residents of the District or endanger their property.

3.03 Exclusions

The parties of this Agreement hereby agree to exclude only the following classifications from the terms and conditions of this Agreement:

- (1) Chief Administrative Officer
- (2) Director of Finance/Collector
- (3) Building Inspector/By-law Enforcement Officer
- (4) Corporate Services Officer
- (5) Confidential Secretary
- (6) Director of Leisure Services
- (7) Director of Engineering and Development Services
- (8) Public Works Superintendent
- (9) Fire Chief

3.04 Definition of Employees

- (a) **PERMANENT EMPLOYEE** is an employee, **other than a casual, temporary or seasonal employee, who has been confirmed in an established, on-going position after successfully completing the probationary period or trial period, as applicable.**
- (b) **FULL-TIME EMPLOYEE** is any employee, other than a casual or seasonal employee, who normally and regularly works full-time hours – eight (8) hours per day and forty (40) hours per week, or seven (7) hours per day and thirty-five (35) hours per week, as applicable.
- (c) **PART-TIME EMPLOYEE** is any employee, other than a casual or seasonal employee, who does not normally and regularly work full-time hours, five (5) days per week. The benefits and perquisites for which any part-time employee may be eligible under this Agreement shall be prorated based upon the percentage of the applicable full-time hours the employee normally and regularly works. This notwithstanding, part-time employees, who are covered by Article 20.01 pursuant to subsection (i) below, shall receive the benefits of this article on the same basis as full-time employees (no proration). A part-

time employee's seniority shall be recognized from date of hire, after successful completion of the probation period pursuant to Article 10.02.

- (i) Part-time employees who normally and regularly work twenty-two (22) hours or more per week shall be eligible for all of the provisions of this Agreement, unless otherwise addressed, except Articles 20.02 and 20.03 which shall not apply.**
 - (ii) Part-time employees, who normally and regularly work less than twenty-two (22) hours per week on a monthly average, shall be eligible for all of the provisions of this Agreement, unless otherwise addressed, except articles 13.10, 16 (except Article 16.05), 17, 20.01, 20.02 and 20.03, which shall not apply. These employees shall receive fifty percent (50%) of the Medical Services Plan premiums.**
- (d) TEMPORARY EMPLOYEE is an employee hired for a term specific period. The employee will be advised of the duration of the appointment, at the time of hire, which will not exceed four (4) consecutive calendar months, except in the case of medical or pregnancy/parental leave coverage where the term specific period of employment will be until such time as the incumbent returns to work. The Employer will keep the Union apprised of any changes to the length of the medical or pregnancy/parental leave coverage.**

Temporary employees shall be paid vacation pay in accordance with the provisions of article 16.05. Except as set out in sub-section (i) below, temporary employees shall not be entitled to seniority under Article 10.

- (i) Duration of temporary assignments exceeding four (4) consecutive calendar months (other than medical or pregnancy/parental leave coverage) will require consent of the Union, which will not be unreasonably withheld. In the event the duration of employment exceeds four (4) consecutive calendar months without Union consent, except for medical or pregnancy/parental leave coverage which is not covered by subsection (i), the employee shall be deemed a permanent employee, provided the probationary period has been (or will be) successfully completed. In that eventuality, seniority shall be effective from the original date of hire.**
- (ii) Temporary employees shall be eligible for the terms and conditions of this Agreement, except Articles 10 (other than Article 10.02 which shall apply), 12, 16, 17, 18 and 20. They shall receive fifty percent (50%) of their Medical Services Plan payments.**
- (iii) Effective January 1, 2014, temporary employees, who work beyond four (4) consecutive months, shall be paid six percent (6%) of their gross earnings on each pay cheque in lieu of all of the benefits and prerequisites of this Agreement for which they are ineligible, provided that such payment will commence after completion of the requisite four (4) consecutive month period.**

- (e) **CASUAL EMPLOYEE** is an employee who works sixteen (16) or fewer hours per week or sixty-four (64) or fewer hours per month. **This notwithstanding, Leisure Facility casual employees may work additional hours pursuant to Article 13.11 (e). Casual employees shall be eligible for the terms and conditions of the Collective Agreement, except Articles 10 (other than Article 10.02 which shall apply), 12, 16, 17, 18 and 20. They shall however receive fifty percent (50%) of their Medical Services Plan payments. Casual employees shall not be entitled to seniority under Article 10. Casual employees shall be paid vacation pay in accordance with the provisions of article 16.05.**
- (f) **SEASONAL EMPLOYEE** is an employee hired for a limited time period, **other than the part-time arena employee who is employed under Letter of Understanding #3.** The employee will be advised of the duration of the appointment, which shall not exceed six (6) calendar months, unless otherwise agreed to, in writing by both parties of this Agreement. **Seasonal employees shall be eligible for the terms and conditions of the Collective Agreement, except Articles 10 (other than Article 10.02 which shall apply), 12, 16, 17, 18 and 20. They shall however receive fifty percent (50%) of their Medical Services Plan payments. Arena attendants are not classified as seasonal employees. Seasonal employees shall be paid vacation pay in accordance with the provisions of article 16.05.**
- (g) **PROBATIONARY EMPLOYEE** is a newly hired employee who is serving probation pursuant to Article 10.02 to determine the employee's suitability for employment.

ARTICLE 4 - UNION MEMBERSHIP REQUIREMENT

4.01 Union Membership

All new employees shall become and remain members in good standing of the Union according to the Constitution and Bylaws of the Union. All those employees now members of the Union must maintain their membership in the Union.

ARTICLE 5 - CHECK-OFF OF UNION DUES

5.01 Check-Off Payments

The Employer shall deduct from every employee, except those listed in Article 3.03, any dues, initiation fees or assessments levied in accordance with the Union Constitution and Bylaws. The Union will provide the Employer with authorization cards for deduction of initiation fees, dues or assessments.

5.02 Deductions

Assessments, Union dues and initiation fees shall be deducted at the commencement of employment and every month thereafter.

ARTICLE 6 - LABOUR/MANAGEMENT BARGAINING RELATIONS

6.01 Bargaining Committee

The Bargaining Committee shall be limited to a maximum of four (4) representatives of the Union (including the CUPE Representative) and four (4) representatives of the Employer. The Union will advise the Employer of the Union nominees to the Committee two (2) months prior to the expiration of the Collective Agreement.

6.02 Right to Assistance

- (a) The Union shall have the right, at any time, to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer.
- (b) The Employer shall have the right to obtain assistance from outside professionals when dealing or negotiating with the Union.

6.03 Time Off For Meetings

Two (2) representatives of the Union on the Bargaining Committee who are in the employ of the Employer shall have the right to attend joint meetings held within working hours without loss of remuneration.

6.04 Labour Management Committee

The Labour Management Committee shall consist of two (2) representatives of the Union and two (2) representatives of the Employer. The Union and the Employer may, on notice in advance to the other party, invite a resource person(s) to a meeting of the Labour Management Committee for consideration of a particular issue. It is agreed that the CUPE Representative assigned to Local 2086 and members of the Employer's bargaining committee may attend meetings of the committee as required by either party. The Committee shall have the power to recommend its decisions to the perspective principals but does not have the power to bind.

The Committee shall meet once per month or as required upon mutual agreement. Meetings shall be held within working hours unless otherwise mutually agreed. Employees will be paid for meetings held within working hours.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 Recognition of Union Stewards and Grievance Committees

In order to provide an orderly and timely procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward shall assist any employee whom the Steward represents, in preparing and presenting his/her grievance in accordance with the Grievance Procedure. The Union will provide a list of Grievance Committee members and Union Stewards to the Employer.

7.02 Permission to Leave Work

The Employer agrees that Stewards, Grievance Committee members and Union officers shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that each Steward, Grievance Committee member and Union officer is employed full time by the Employer and that he/she will not leave his/her work during working hours except to perform his/her duties under this Agreement. Stewards, Grievance Committee members and Union officers shall obtain approval from their immediate supervisor prior to leaving the work station and shall make every effort to complete their business in as short a time as possible. The Employer's consent shall not be unreasonably withheld. Stewards, Grievance Committee members and Union officers shall not suffer any loss of pay or benefits for the time spent in grievance procedures.

One representative of the Union shall not suffer any loss of pay or benefits for the total time involved in the arbitration procedure.

7.03 Definition of a Grievance

A grievance shall be defined as any difference arising out of interpretation, application, administration or alleged violation of the Collective Agreement, or a case where the Employer is alleged to have acted unjustly or improperly.

7.04 Grievances in Writing

The grievance must be signed by the employee concerned. Grievances shall be in writing and shall state the relative sections of the Collective Agreement deemed violated. However, this shall not be construed as preventing the inclusion of other relative sections of the Collective Agreement which may be affected by the deemed violation.

7.05 Settling of Grievances

STEP 1 – The grievor will, with the assistance of the shop steward or Union Representative first take up the matter with his/her immediate supervisor.

STEP 2 - Failing settlement at Step 1 within seven (7) working days, the Union may submit the grievance in writing to the immediate supervisor or department head at Step 2.

STEP 3 - Failing settlement at Step 2 within seven (7) working days, the Grievance Committee may advance the grievance in writing to the Chief Administrative Officer. The Grievance Committee will meet with the Chief Administrative Officer within ten (10) working days of the submission of the grievance at Step 3.

STEP 4 - Failing settlement at Step 3 within seven (7) working days, the Union may submit the grievance to Council. Council or a committee of council will meet with the Union within fourteen (14) working days of the submission of the grievance at Step 4.

STEP 5 – Failing settlement at Step 4 within ten (10) working days of meeting with Council, the Union may refer the grievance to Arbitration. Referral shall be made within thirty (30) calendar days of failing to reach a settlement at Step 4.

7.06 Time Limits

Failure by the Union or the employee to comply with the time limits set down will deem the grievance abandoned.

Failure by the Employer to comply with the time limits set down will deem the Union has succeeded with the grievance.

Time limits outlined in the Grievance Procedure may be extended by mutual consent of both parties.

7.07 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Step 1 and 2 of this Article may be bypassed. The Union may process a policy grievance through the various steps of the Grievance Procedure with or without the employee in attendance.

7.08 Grievance on Safety

An employee, or a group of employees, shall have the right to file a grievance at Step 3 of the Grievance Procedure if required to work under unsafe or unhealthy conditions and shall not be disciplined for such refusal.

7.09 Replies in Writing

Replies to grievances, stating reasons, shall be in writing at all stages.

ARTICLE 8 - ARBITRATION

8.01 Composition of Board of Arbitration

Composition of Board of Arbitration shall be as provided for in the Labour Relations Code and *Arbitration Act of British Columbia*.

8.02 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within five (5) days.

8.03 Expenses of the Board

Each party shall pay:

- (1) the fees and expenses of the Arbitrator it appoints;
- (2) one-half (½) of the fees and expenses of the Chairperson.

8.04 Amending of Time Limits

The time limits fixed in the Arbitration Procedure may be extended by consent of the parties.

8.05 Expedited Arbitration

- (a) The parties shall determine by mutual agreement those grievances suitable for expedited arbitration.
- (b) Those grievances agreed to be suitable for expedited arbitration shall be scheduled within one (1) month if possible.
- (c) The hearings shall be held in the Council Chambers at the District of Houston Office.
- (d) All presentations are to be short and concise, and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
- (e) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance.
- (f) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- (g) The decision of the arbitrator shall be completed and sent to the parties within ten (10) working days of the hearing if possible.
- (h) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- (i) The expedited arbitrators shall **be mutually agreed to by the parties within fourteen (14) days of the application for expedited arbitration being made. If no agreement can be reached the parties will seek the appointment of an Arbitrator by the Arbitrators Association of BC.**
- (j) The expedited arbitrator shall have the same powers and authority as an arbitrator established under the applicable labour legislation in the Province of British Columbia.
- (k) The decision of the arbitrator shall be final and binding on the parties.
- (l) All decisions of the arbitrator are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent Arbitration.
- (m) The parties agree that there shall be no use of lawyers in these hearings.
- (n) This expedited process is agreed to replace section 104 of the Labour Relations Code.

ARTICLE 9 - DISCHARGE, SUSPENSION AND DISCIPLINE

9.01 Burden of Proof

In cases of discharge and discipline, the burden of proof of "just cause" shall rest with the Employer. Evidence shall be limited to the grounds stated in the discharge or discipline notice to the employee.

9.02 Warnings

Whenever the Employer or his/her authorized agent deems it necessary to censure an employee in a manner indicating that dismissal may follow any further infraction, or if the employee fails to bring his/her work up to the required standard by a given date, the Employer shall immediately give written particulars of such censure to the employee, with a copy to the President of the Union.

9.03 Right to Refuse to Cross Picket Lines

- (a) All employees covered by this Agreement shall have the right to refuse to cross a picket line of a legal strike. Any employee failing to report for work due to a picket line shall be considered absent without pay.
- (b) Failure to cross a picket line of a legal strike encountered in carrying out the Employer's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

9.04 Hot Edict

Employees shall have the right, without risk of discipline, to honour "hot edicts" declared by the Canadian Labour Congress and the British Columbia Federation of Labour.

9.05 Personnel Records

- (a) An employee shall have the right to have access to and review **their personnel file. Upon reasonable notification to the CAO or designate, an employee may request and obtain copies of any material contained in their personnel file.**
- (b) The Employer agrees to remove material of an adverse or disciplinary nature from an employee's file after a twenty-four (24) month period, providing material of a similar nature has not been added.

ARTICLE 10 - SENIORITY

10.01 Seniority Defined

Seniority is defined as the length of service in the bargaining unit and shall be used in determining preference or priority for promotions, transfers, demotions, layoffs and recall. Seniority shall operate on a bargaining-unit-wide basis.

10.02 Probation for Employees

All newly hired employees shall serve a probationary period of up to three (3) consecutive calendar months of employment or up to one hundred and sixty (160) hours actually worked in the case of employees who normally work eight (8) hours per day [up to one hundred and forty (140) hours actually worked in the case of employees who normally work seven (7) hours per day], whichever occurs latest. Newly hired permanent employees shall not be deemed to possess seniority until such time as the probationary period has been completed, at which time seniority shall be effective from the original date of hire as a permanent employee. The probationary period shall be for the purpose of determining a newly hired employee's suitability for continuing employment. Probationary employees may be terminated during their probationary period should the Employer find them unsuitable, subject to the grievance procedure. The Employer shall complete regular performance evaluations with the employee during the probationary period. The probationary period may be extended by mutual agreement between the Employer and employee with notification in writing to the Union.

10.03 Notification

Within one (1) week of the expiration of the probationary period, the Employer will notify the employee in writing of termination or permanent staff status, as the case may be.

10.04 Seniority List

The Employer shall maintain a seniority list showing the date upon which the employees' service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

10.05 Loss of Seniority

Employees shall lose seniority and all benefits:

- (1) Upon voluntary termination.
- (2) If on layoff for a period of one (1) year.
- (3) If discharged and not reinstated by subsequent arbitration.
- (4) Upon failure to report to work, as scheduled, without notifying the Employer within seventy-two (72) hours, unless such notice is not reasonably possible.

10.06 Seniority Rights Retained

An employee shall not lose seniority rights if he/she is absent from work because of sickness, accident or leave of absence approved by the Employer.

ARTICLE 11 - PROMOTIONS AND STAFF CHANGES/TRAINING

11.01 Job Postings

- (a) When the Employer intends to fill a vacancy in an existing permanent position or a new permanent position is created in the bargaining unit, the

Employer shall immediately notify the Union in writing and post notice of the job opening in the Employer's work place for four (4) working days before outside posting.

- (b) Temporary vacancies, which the Employer knows in advance will be for a term of four (4) months or longer duration, shall be posted and filled in accordance with the provisions of this Article 11.**
- (c) If an employee indicates to his/her supervisor in writing prior to going on vacation or leave of absence, his/her intent to apply for a particular anticipated job posting, he/she shall be considered for that particular vacancy should it occur during the employee's absence.**

11.02 Information on Postings

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range.

11.03 Role of Seniority in Promotions and Transfers

- (a) Both parties recognize:
 - (1) The principle of promotion within the service of the Employer;
 - (2) That job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, transfers or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with Article 11.02. This applies to **posted vacancies**, providing that, while the arena is in operation, temporary transfers are not available to the arena personnel. Appointments from within the bargaining unit shall be made within six (6) weeks of the posting.

- (b) Promotions Requiring Higher Qualifications

When filling posted vacancies, the Employer may promote the senior applicant who does not possess the required qualifications, but **who is currently preparing for qualification, provided that the employee must obtain the qualifications in the time period established by the Employer.** Such prior preparation for qualification must be shown by the employee at the time of applying for the position. Such employee shall revert to his/her former position, if the required qualifications are not met within such time.

11.04 Trial Period

The successful applicant **for posted vacancies**, shall **serve a trial period of up to three (3) consecutive calendar months of employment in the new position or up to one hundred sixty (160) hours actually worked in the case of employees who normally work eight (8) hours per day [up to one hundred and forty (140) hours actually**

worked in the case of employees who normally work seven (7) hours per day], whichever occurs latest. Conditional on satisfactory service, the employee shall become **confirmed in the position after successful completion of this trial period.** If for any reason during the trial period the employee does not remain in the new position, the employee shall revert to his/her former position and wage **rate (and/or employee status, as applicable);** without loss of seniority, **if applicable; and all other employees who are thereby effected shall revert to their former positions and wage rates (and/or employee status, as applicable);** without loss of seniority, **if applicable.** The trial period may be extended by mutual agreement.

11.05 On the Job Training

Provided operations are not unduly affected, the Employer shall inaugurate and maintain a system of on-the-job training so that every employee shall have the opportunity to receive training and qualify for promotion or transfer, in the event of vacancy arising. Accordingly, employees shall be allowed regular opportunities to learn the work of higher or equal positions during the regular working hours, by arranging to exchange positions for temporary periods, without affecting the salary or pay of the employees concerned. Such opportunities for training shall be allocated according to the seniority provisions of this Agreement.

- (1) Parties recognize that employees learn at different rates and, further, that not all employees may be able to learn all jobs.
- (2) Trainee positions for *Key Jobs will be developed.
- (3) In order to qualify for a trainee position in a higher-rated category, the trainee must hold a permanent position in a lower-rated category.
- (4) Once trainees develop competence, the Employer may develop other trainees.
- (5) Upon a permanent vacancy occurring, the senior trainee must apply for the position.
- (6) The successful bidder shall be prohibited from bidding down or across for one (1) year. The parties may agree to reasonable exceptions, e.g., medical.
- (7) Under no circumstances will a trainee be able to bump an incumbent operator.
- (8) Trainees will be allowed to hold only one trainee position at a time.

*Key Job as per Schedule "A"

- Municipal Service Worker II/Arena
- Medium Equipment Operator/Heavy Equipment Operator/Special Equipment Operator
- Water & Wastewater Plant Operator

11.06 Seniority During Transfers to Supervisory Positions

Where an employee is transferred or accepts a position of a supervisory nature outside the bargaining unit, the seniority within the Union will be retained up to the date of successful completion of the probationary period.

11.07 Certification/Recertification/Training Leisure Facility

(a) Certification/Recertification/Training (I.E. NLS, WSI etc.)

It is understood that it is beneficial for the Employer to have and maintain a certified and fully trained Aquatic staff. The District shall assist aquatic employees with recertification for those qualifications required by the employee's current job description. Permanent Full time and Part-time are eligible after one (1) year of employment. Casuals are entitled after one (1) year and a total of two hundred and fifty (250) hours worked.

The District will post a list of recertification courses every six (6) months. Should employees fail to realign their recertification schedules with the courses offered by the District, the employees may pursue alternative recertification at their own expense.

If there is a course that cannot be provided by the District of Houston then the Employer will make arrangements and cover normal shift wages and travel if needed, in order to maintain a certified workforce.

- (b) Employees who may choose to upgrade their skills and where it is deemed a benefit to the municipality shall receive the assistance from the municipality. The Employer shall make arrangements and cover the associated costs as outlined in Article 18.05. If an employee is required by the District of Houston to upgrade their skills, the Employer shall make arrangements and cover the associated costs.

(c) Training Courses

The Union and the Employer agree that members should have the opportunity to attend the job related training courses. Employees wishing to take part in a training course will follow the process outlined in Article 18.05. Selection for such courses shall be made on a bargaining unit wide seniority basis.

(d) In Service Training (Leisure Facility Staff)

The Employer, the Union, and the employees recognize the importance of in-service training in the aquatic field.

Paid in-service sessions **that are a minimum of two (2) hours in length will be scheduled in advance by the Employer, as necessary to meet operational requirements, but not less often than four (4) times each calendar year (January – December). Attendance at scheduled in-service training sessions is compulsory for all designated employees, unless approval for non-attendance has been granted in advance by the Employer, which**

approval shall not be unreasonably denied.

ARTICLE 12 - LAYOFFS AND RECALL

12.01 Role of Seniority in Layoffs

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in reverse order of their seniority, provided the remaining employees are capable of maintaining an acceptable level of services. In the event of layoff, the employee must provide the Employer with his/her current mailing address and telephone number.

Seniority rights may be exercised as defined above with the provision that the junior employee be laid off, provided that the employee exercising his/her seniority has the required qualifications and ability to perform the work of the junior employee. An employee has the right to exercise his/her seniority rights should his/her regular hours of work be reduced. The employee exercising his/her seniority shall notify the Employer in writing of his/her intention within three (3) working days of receiving layoff notice.

12.02 Recall Procedure

Employees shall be recalled in the order of their seniority, provided they are capable of performing the work required. The Employer will endeavour to notify the employee by telephone. If telephone contact is unsuccessful, then a registered letter shall be sent to his/her last known address at least seven (7) days prior to restarting of operation. The employee must reply in the affirmative by telephone or registered letter prior to expiry of the seven (7) day period, and appear for work on the date of specified restart of operation. Failure by the employee to report to work as above stated may result in discharge unless unable to report as a result of sickness or proper cause, agreed upon between the Employer and the Union. New employees shall not be hired until those laid off have been given an opportunity of recall.

12.03 Notice of Layoff

- (1) The Employer shall not lay off an employee without giving the employee, in writing, at least
 - (a) two (2) weeks' notice where the employee has completed a period of employment of at least six (6) consecutive months, and
 - (b) after the completion of a period of employment of three (3) consecutive years, one additional week's notice, and for each subsequent completed year of employment, an additional week's notice up to a maximum of eight (8) weeks' notice.
- (2) The period of notice shall not coincide with an employee's annual vacation.
- (3) When the Employer terminates an employee, it may, instead of the notice required to be given under Subsection (1), pay the employee severance pay equal to the period of notice required.

- (4) Payment under Section (3) does not relieve the Employer from making any other payment to which the employee is entitled under this Agreement.

12.04 Layoff Process for Shutdown of Aquatic Facilities

The Employer will post a notice on a staff bulletin board for all Pool and Recreation members identifying the confirmed dates of shutdown, as well as providing notice what positions and classifications are required during shutdown. It is understood that opportunities for work will be contingent upon seniority, skills and ability.

Members wishing to work the shutdown shall express their interest by submitting written notice to the Aquatic Coordinator.

The Employer shall post a notice of those working the shutdown thirty (30) days prior to the start of shutdown.

Members receiving a lay-off notice for the scheduled shutdown shall receive such notice at least thirty (30) days prior to lay-off.

ARTICLE 13 - HOURS OF WORK

13.01 Office Employees

Except for those employees working a flexible work schedule under Article 13.10, and those employees covered by Article 13.07:

- (a) The normal **full-time** work day for office employees is defined as seven (7) **straight-time** hours **per day** between the hours of 8:00 a.m. and 5:00 p.m.
- (b) The normal **full-time** work week for office employees is defined as five (5) **workdays**, Monday to Friday inclusive.

13.02 Outside Employees

Except for those employees working alternate daily hours pursuant to section (c) below, and those employee working a weekend shift schedule pursuant to section (d) below, and those employees working weekends pursuant to article 13.04, and those employees covered by Article 13.07, and those Leisure Facility employees whose hours of work are established by Article 13.11:

- (a) The normal **full-time** workday for outside employees is defined as eight (8) **straight-time** hours **per day** between the hours of 7:30 a.m. and 4:00 p.m. Other **full-time** daily hours may be substituted by mutual agreement.
- (b) The normal **full-time** work week for outside employees is defined as five (5) **workdays**, Monday to Friday inclusive
- (c) The normal workday for one (1) outside employee is defined as eight (8) hours of work between the hours of 8:30 a.m. and 5:00 p.m.

- (d) Weekend shift scheduling shall apply to winter snow removal months only, and shall be implemented for one (1) employee only on a rotational basis.

13.03 Hours of Work – Parks and Recreation Employees

Except for those employees covered by Article 13.07, and those Leisure Facility employees whose hours of work are established by Article 13.11:

- (a) The normal **full-time** work week for **Parks and Recreation employees is defined as** forty (40) hours per week.
- (b) Over the winter season, the normal **full-time** workday for **Parks and Recreation employees is defined as** eight (8) hours worked between the hours of 8:00 a.m. and **the following** 1:00 a.m. with paid lunch-on-the-fly.
- (c) Over the winter season, **the full-time work week for Parks and Recreation** employees shall normally work a schedule of rotating shifts Sunday to Saturday inclusive.
- (d) Over the summer season, the work week for two (2) **Parks and Recreation** employees shall be pursuant to Article 13.02.
- (e) **From April 1st to October 31st**, one (1) employee shall **work** five (5) eight (8) hour days, between the hours of **6:00 a.m.** and **5:00 p.m.**, on a **schedule of rotating shifts** Sunday to Saturday inclusive **to ensure weekend coverage, in conjunction with the Municipal Service Worker I/II/III (Animal Control Officer). Weekend shifts shall be shared equally over the schedule.**

13.04 Municipal Service Worker I/II/III (Animal Control Officer)

The normal work day for the Municipal Service Worker I/II/III (Animal Control Officer) position shall consist of a scheduled period of eight (8) hours. From November 1st to **March 31st**, this position shall work between the hours of 7:30 a.m. and 4:00 p.m., Monday to Friday inclusive. From **April 1st** to October 31st this position shall work **between the hours of 6:00 a.m. and 5:00 p.m., on** a schedule of rotating shifts Sunday to Saturday inclusive, **in conjunction with one (1) Parks and Recreation Employee to ensure weekend coverage. Weekend shifts shall be shared equally over the schedule.**

Other daily hours may be substituted by mutual agreement and weekend shift scheduling may apply to winter snow removal on a rotational basis with outside employees.

13.05 Seasonal Employees

The normal work day shall consist of a scheduled period of between one (1) and eight (8) hours of work between the hours of 7:30 a.m. and 9:30 p.m. inclusive. The normal work week shall consist of a flexible schedule from Monday to Sunday.

Seasonal employees working a work week of thirty (30) hours or more, shall have two (2) consecutive days of rest; employees working a work week of twenty-nine (29) hours or less, shall have a minimum of one (1) day of rest.

13.06 Seasonal Employees, Reporting Pay

A seasonal employee who reports for their regular work schedule and no work is available will be paid the employee's regular basic rate of pay and shall be paid their regular hours of shift or two (2) hours, whichever is the lesser of the two.

13.07 Shift Schedules

It is recognized that sometimes it is more economical and advantageous to perform a service on a temporary basis outside the normal work day or normal work week. In such cases, the Employer will notify the Union at least twenty-four (24) hours prior to the proposed change and shall indicate the reasons for the special shift and the duration. However, when exceptionally adverse weather conditions require the addition of a temporary night crew, the twenty-four (24) hour period shall be waived. An employee shall receive no reduction in his/her daily or weekly hours as a result of this change. If twenty-four (24) hour notice is not given, then all hours worked outside the normal shift shall be paid at time and one-half ($1\frac{1}{2}x$) for the first three (3) hours and double time ($2x$) thereafter.

13.08 Shift Exchanges

Requests for shift exchanges between employees of the Leisure Services Department shall be submitted in advance to the Director of Leisure Services on the form established for this purpose and the Director of Leisure Services shall have sole discretion to approve or not approve requests for shift exchanges between employees of the Leisure Services Department.

Requests for shift exchanges between employees of the Department of Engineering and Development Services shall be submitted in advance to the Director of Engineering and Development Services on the form established for this purpose and the Director of Engineering and Development Services shall have sole discretion to approve or not approve requests for shift exchanges between employees of the Engineering and Development Services Department.

There will be no additional costs to the Employer as a result of any shift exchanges. Shift exchanges will not be recorded on time sheets and there will be no wage difference settlements, overtime or premium pay adjustments resulting from a shift exchange.

This procedure may be discontinued at any time by notice in writing from the Employer or the Union.

13.09 Rest Periods and Meal Periods

- (a) **Employees, who work more than three (3) consecutive hours but six (6) consecutive hours or less, shall receive one (1) paid fifteen (15) minute rest break.**
- (b) **Employees, who work more than six (6) consecutive hours, shall receive two (2) fifteen (15) minute breaks – one rest break in the first half (1/2) of their shift, the other in the second half (1/2) of their shift.**
- (c) **Employees, who work more than five (5) consecutive hours, shall be entitled to an unpaid meal break during their shift of not less than one-half (1/2) hour and not greater than one (1) hour. This notwithstanding, employees may waive their meal break, with the approval of the Employer, in order to leave work early at the end of their shift. Employees shall be paid when they are required to be available during their meal breaks, provided that the provisions of Article 14 shall determine whether overtime rates apply in such situations.**

13.10 Flex-Time/Alternate Hours for Office Employees

Hours of work for office staff shall be seven (7) hours and forty-seven (47) minutes scheduled between 8:00 a.m. and 5:00 p.m. according to departmental requirements. This shall become the "normal work day". Start times and lunch breaks will be flexible and arranged between the employee and supervisor.

- (a) Employees will be paid seven (7) regular time hours for each day worked and will bank forty-seven (47) minutes for each day worked until a total of seven (7) hours time has been accrued.
- (b) Once the seven (7) hours have been accrued, employees will be required to take a day off from work, at regular time pay, within two (2) weeks and in conjunction with a weekend unless other arrangements are made between the employee and supervisor. There shall be no accumulation of more than one (1) day off unless approved by the Chief Administrative Officer.
- (c) Overtime will be paid in accordance with Article 14. No overtime will be paid in the event an employee is required to work on his/her scheduled flex day.
- (d) The normal work day, by virtue of this Agreement, is seven (7) hours and forty-seven (47) minutes scheduled between 8:00 a.m. and 5:00 p.m.

13.11 Leisure Facility Employees

- (a) The normal **full-time** work week for **Leisure Facility employees is defined as** forty (40) hours per week, **Sunday through Saturday.**
- (b) The normal **full-time** work day for **Leisure Facility employees is defined as** eight (8) hours between the hours of 5:30 a.m. and 10:00 p.m. The normal shift pattern **is** defined as five (5) consecutive days with two (2) consecutive days off

unless mutually agreed to by the employee, the Employer and copied to the Union.

- (c) **The above notwithstanding, the normal workday for the incumbent in the Leisure Services Receptionist II position as at March 8, 2013, is defined as eight (8) hours per day, 8:00 a.m. to 5:00 p.m. The normal work week for this employee is defined as forty (40) hours per week, Monday to Friday, with an option of a flexible work schedule dependent on facility usage and may include weekends and shall be afforded all the rights and privileges of the Collective Agreement. It is understood that any deviation from the above noted work schedule should be in accordance with Article 13.11 (a).**

For other employees in this position, the Employer may, after consultation with the Union, establish a flexible work schedule dependent on facility usage, which may include weekends and flexible daily hours.

- (d) **The above notwithstanding, the normal workday for the Aquatic Coordinator is defined as eight (8) hours per day, 8:00 am to 5:00 pm. The normal work week is defined as forty (40) hours per week, Monday to Friday the above notwithstanding, the Employer may, after consultation with the employee involved and the Union, establish a flexible work schedule dependent on facility usage, which may include weekends and flexible daily hours. If the employee involved does not agree with the changed hours, he/she shall be deemed laid off and he/she shall be afforded all the rights and privileges of the Collective Agreement. It is understood that any deviation from the above noted work schedule should be in accordance with Article 13.11 (a) and 13.11 (b).**

- (e) Call-in/Extra Hours

(i) The Employer will maintain an up-to-date seniority list by job classification for the purposes of calling employees for extra hours. Therefore, in the event of call-in, qualified Part-time **Leisure Facility employees** shall be called in first in order of their seniority **provided their daily straight time hours do not exceed eight (8) or their weekly straight time hours do not exceed forty (40) hours.** Then, qualified **Leisure Facility casual employees shall be called in.**

(ii) In the event **the above** call-in procedures **have** been followed and the **maximum daily straight time hours or the maximum weekly straight time hours have been reached by those employees who are called in,** the overtime provisions of Article 14 shall apply. **The provisions of Article 14.06 do not apply in regard to the call-in of Leisure Facility employees.**

ARTICLE 14 - OVERTIME

14.01 Overtime Defined

- (a) All time worked **in excess of seven (7) straight-time hours or eight (8) straight-time hours on a work day, as applicable, and all work performed in excess of thirty-five (35) straight-time hours in a work week or in excess of**

forty (40) straight time hours in a work week, as applicable, or work performed on a general holiday, except as defined in Article 14.06, is considered as overtime.

- (b) All overtime must be approved in advance by the Employer prior to it being worked, in order for the work in question to be paid the overtime premiums under this Article 14.**

14.02 **Daily Overtime**

Work that is performed in excess of seven (7) or eight (8) straight-time hours in a workday, as applicable, shall be paid at the rate of time and one-half (1.5x) for the first three (3) hours and double time (2x) for all additional work performed on that workday thereafter.

14.03 **Weekly Overtime**

- (a) When a full-time employee, performs work on his/her designated rest days, the employee shall be paid, as follows: time and one-half (1.5x) on the first rest day in the work week, and double time (2x) after eight (8) hours on that day; and double time (2x) on the second rest day that is worked in that work week.**

- (b) When a part-time employee works in excess of thirty-five (35) or forty (40) hours in any work week, as applicable, the employee shall be paid time and one-half (1.5x) for the first seven (7) or eight (8) hours of overtime so worked, as applicable; and at the rate of double time (2x) for all additional overtime worked in that work week.**

14.04 **Compensation for Work on Paid Holidays**

All hours worked on statutory holidays shall be paid at the rate of double (2x) time in addition to the statutory holiday pay to which the employee is entitled. The employee may take the statutory holiday pay as a day off in lieu of the statutory holiday, to be scheduled by mutual agreement.

The employee shall have the option of the statutory holiday pay being payable on the statutory holiday or on the day in lieu.

14.05 **Sharing of Overtime**

Overtime and call-out time shall, wherever reasonably possible be divided among all employees who are willing and qualified to perform the available work, by contacting the employee on a rotational basis.

14.06 **Call-Out Definition and Pay**

- (a) Distinct and separate from the call-in for extra hour's provisions for Leisure Facility employees [Article 13.11 (e)], a call-out is defined as that occasion when a full-time employee, is required to leave his/her place of residence outside of the hours of his/her normal full-time working shifts in order to perform unplanned emergency work for the District.**

- (b) A **full-time** employee who is called out to work shall be paid for a minimum of four (4) hours at the applicable overtime rate. It is agreed, however, that double time (2x) will only be paid on the fourth (**4th**) hour, if the fourth (**4th**) hour is actually worked. If the fourth (**4th**) hour is not worked, the called-out **full-time** employee shall receive time and one-half (1.5x).
- (c) **Full-time** employees who are scheduled to service the water and sewer plants and/or the arena on a day of rest or on a Statutory Holiday shall be paid a minimum of two (2) hours at double time (2x). It is understood that this provision applies to routine service required to the water and sewer plants and/or the arena.
- (d) **When a** seasonal employee; who **normally and regularly works full-time hours, five (5) days per week**, is called out to work outside his/her normal **full-time** working hours; **the employee** shall be paid for a minimum of two (2) hours at the applicable overtime rate.
- (e) **Full-time** employees who are called by the telephone alarm system/SCADA system outside their normal working hours, but are not required to attend at a job site, shall receive one (1) hour pay at double time (2x).
- (f) **The above notwithstanding, when a part-time employee is called out to work, as defined above, the employee shall be paid at straight time rates until such time as he/she would otherwise be eligible for overtime rates pursuant to Articles 14.02 and 14.03.**

14.07 Banked Overtime

Employees working overtime or call-out shall have the option of being paid the applicable overtime rates for the time worked, or be entitled to bank the hours at the applicable overtime rates and take compensating time off at a later mutually agreeable time. Banked overtime earned up to November 30 in any year shall be taken off by December 31 in that year. If no date is mutually agreed, such time shall be paid out prior to December 31 in that year.

For regular, full-time arena employees, banked overtime may be taken between September 1st of any given year and September 1st of the following year.

14.08 Overtime Rest Periods/Meal Allowance

An employee required to work overtime immediately following the completion of his/her regular shift shall be entitled to a paid fifteen (15) minute rest period at the end of his/her regular shift prior to commencing overtime, followed by a paid one-half (1/2) hour meal break after three (3) overtime hours have been worked. An additional fifteen (15) minute rest period shall be paid following each additional two (2) hours of overtime worked.

Employees working in the Arena are required to take breaks on the fly and are therefore entitled to a meal allowance of twelve dollars and fifty cents (\$12.50) in lieu of overtime meal breaks after three (3) hours of overtime have been worked.

14.09 Reporting Pay

- (a) When an employee reports for work on any day, the Employer shall pay the employee for a minimum of two (2) hours at the employee's normal straight-time wage whether or not the employee starts work, unless:
- (i) The employee was contacted by the Employer before reporting and told not to report, or
 - (ii) The employee is unfit to work, or
 - (iii) The employee fails to comply with the applicable requirements of the Workers Compensation Act and regulations.
- (b) Employees who are eligible for reporting pay under subsection (a) above, who are scheduled to work seven (7) or eight (8) hours as applicable, shall be paid a minimum of three and one-half (3 ½) hours or four (4) hours, as applicable, unless the employee's work has been suspended for reasons completely beyond the Employer's control, including unsuitable weather conditions. In cases where work is suspended pursuant to this subsection (b), the employee will nonetheless be paid for a minimum of two (2) hours pursuant to subsection (a) at the employee's regular wage.
- (c) The provisions of this article do not apply to Leisure Facility employees who are providing training or instruction in a recreation activity or hobby.

ARTICLE 15 - HOLIDAYS

15.01 Paid Holidays

- (a) The Employer recognizes the following as paid holidays:

New Year's Day	BC Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Queen's Birthday	Christmas Day
Canada Day	Boxing Day

and any other day proclaimed as a holiday by the federal, provincial or municipal government.

- (b) The employee shall not be eligible for a paid holiday unless he/she has worked fifteen (15) of the previous thirty (30) days preceding the paid holiday and has worked the scheduled shift before and after the paid holiday, unless on authorized leave of absence. Notwithstanding the above, an employee on unpaid leave of absence sixty (60) days or longer in duration shall not be paid for the statutory holiday.

15.02 Statutory Holiday Falling on a Saturday or Sunday

When any of the above-noted holidays fall on a Saturday or Sunday, and are not proclaimed as being observed on some other day, the preceding Friday and/or the following Monday shall be deemed to be the holiday(s) for the purposes of this Agreement.

ARTICLE 16 - VACATIONS

16.01 Vacation Year

The Vacation Year is defined as anniversary date to anniversary date for each employee. The anniversary date shall be the date of commencement of employment.

16.02 Vacation Shall be Taken

All vacation earned shall be taken in subsequent years of service.

16.03 Compensation for Holidays Falling Within Vacation Schedules

If a paid holiday falls or is observed during an employee's vacation period, he/she shall be allowed an additional vacation day with pay, to be included in the employee's annual vacation.

16.04 Length of Vacation

Paid vacations for all permanent employees covered by this Agreement shall be allowed as follows:

- a) During the first (1st) year of employment, permanent employees shall earn one (1) day **vacation time off** for each month worked, up to a maximum of **two (2) calendar weeks vacation time off, paid at the rate of four (4%) percent of gross earnings paid directly by the Employer in the previous year.** Such vacation shall be taken in the second year of employment.
- b) During the second (2nd) year of employment and to the end of the fourth (4th) year of employment, permanent employees shall earn **three (3) calendar weeks vacation time off, paid at the rate of six and one-half (6½%) percent of gross earnings paid directly by the Employer in the previous year.** Such vacation shall be taken after completion of the second and subsequent years of employment.
- c) During the fifth (5th) year of employment and to the end of the tenth (10th) year of employment, permanent employees shall earn **four (4) calendar weeks vacation time off, paid at the rate of eight and one-half (8½%) percent of gross earnings paid directly by the Employer in the previous year.** Such vacation shall be taken after completion of the fifth and subsequent years of employment.
- d) During the eleventh (11th) year of employment and to the end of the twentieth (20th) year of employment, permanent employees shall earn **five (5) calendar**

weeks vacation time off, paid at the rate of ten and one-half (10½%) percent of gross earnings paid directly by the Employer in the previous year. Such vacation shall be taken after completion of the eleventh and subsequent years of employment. **Effective January 1, 2014 the phrase “twentieth (20th) year of employment” above shall be changed to nineteenth (19th) year of employment.**

- e) During the twenty-first (21st) year of employment and beyond, permanent employees shall earn **six (6) calendar weeks vacation time off paid at the rate of twelve and one-half (12½%) percent of gross earnings paid directly by the Employer in the previous year.** Such vacation shall be taken after completion of the twenty-first (21st) and subsequent years of employment. **Effective January 1, 2014 the phrase “twenty-first (21st) year of employment” shall be changed to twentieth (20th) year of employment.**

- f) **Long Service Special Vacation (Effective January 1, 2015):**

After completing twenty-five (25) years of employment, permanent employees shall, on a onetime only basis, receive one (1) additional week of vacation time off, to be taken at a mutually agreeable time. The pay the employee receives for this special vacation shall be two percent (2%) of the gross earnings paid to the employee directly by the Employer in the year immediately preceding the date that the employee first becomes eligible for the provisions of this sub-section (f). This amount shall be credited to the employee and shall be taken when the employee takes his/her special vacation time-off.

- g) **For purposes of this Article 16.04 only, when a permanent full-time employee or a part-time employee covered by article 3.04 (c) (i) is off work on maternity leave, parental leave or an approved WCB Wage Loss Claim, the period spent on such claim shall be included when calculating the amount of the employee’s vacation pay – the time so spent shall be considered as service and the amount of the normal and regular straight-time earnings the employee would have otherwise earned shall be added to the “gross earnings” amount upon which the employee’s current year’s vacation pay (%) is calculated.**

- h) **A “calendar week” of vacation time off for part-time employees (as defined in Article 3.04 (c) (i)) shall comprise the number of hours per week that the employee normally and regularly works.**

16.05 Vacation Entitlement – Part-time Leisure Facility Employees

Casual Employees, Temporary Employees, Seasonal Employees and Part-Time Employees covered by article 3.04 (c) (ii) shall be paid their vacation pay every pay period as follows:

- 1st and 2nd years – 4%
- 3rd and 4th years – 5%
- 5th and 6th years – 6%

7th and 8th years – 7%

ARTICLE 17 - SICK LEAVE PROVISIONS

17.01 Sick Leave Defined

- (i) Sick leave means the period of time a **permanent** employee, **other than a part-time employee covered by article 3.04 (c) (ii)** is absent from work with full pay by virtue of being sick or disabled or under examination or treatment of a physician, chiropractor, **registered physiotherapist, registered massage therapist** or dentist or because of an accident for which compensation is not payable under the *Workers' Compensation Act*. An employee claiming sick **leave** may be required to produce a doctor's certificate stating his/her inability to work, in which case the employee shall be entitled to reimbursement for the full cost of the certificate and any other related costs such as but not limited to transportation to a specialist; **or the employee may be required to provide proof of attendance at any examination or treatment (as above)**. To qualify for reimbursement **of the cost of a doctor's certificate**, the employee must attend a medical practitioner recommended by the Employer, **if the employee is asked to do so**. Employees shall be notified by the Employer at the time sick leave is requested that a medical certificate **or proof of attendance** will be required, **as applicable**.
- (ii) **To receive sick leave for attendance at medical, dental or chiropractor, registered physiotherapist, registered massage therapist appointments, employees must do everything reasonably possible to schedule the applicable appointment on their rest days off or at the end of their shift, so as to minimize the effect of the absence on operations. In addition, the amount of time taken away from work must be kept to the minimum time necessary to attend at the appointment, plus travel (as is reasonable); and the employee must return to work after being so absent, when required to do so by the Employer. Failure to meet the conditions of this subsection (ii) may result in sick leave being denied.**

17.02 Annual Paid Sick Leave

- (a) Twelve (12) days sick leave per year shall be earned by **eligible permanent employees**, at the rate of one (1) day for **each month or part-month** that an employee is **directly paid by the Employer**. Unused portions of an employee's sick leave shall accrue to a maximum of one hundred twenty (120) days.
- (b) **In the case of part-time employees (as defined in Article 3.04 (c) (i)), the above entitlement shall be prorated on the basis of the percentage (%) of applicable full-time hours that the employee normally and regularly works.**
- (c) **One (1) day of an employee's unused sick leave entitlement shall be granted to the employee as a day off with pay, to be taken at a mutually agreeable time, for each six (6) consecutive calendar month period (Jan. to June and July to Dec. – maximum two (2) days off in any calendar year) in which the employee actually works every scheduled shift. For purposes of this subsection (c), an employee is deemed to have worked when he/she is off work**

on vacation, Union leave, jury duty, subpoenaed court witness leave, bereavement or mourner's leave, or when the employee is taking banked time off other than banked sick leave. Other leaves, whether paid or unpaid are not considered as time worked for purposes of this section (c).

- (d) (i) Employees may utilize a grand total of three (3) days of their unused sick leave under this subsection (d) in any calendar year (Jan. – Dec.), in order to provide for the medical needs of an immediate family member, as defined below (including accompanying the family member to scheduled medical, dental, chiropractor, registered physiotherapist, registered massage therapist appointments), provided that:
- No one other than the employee can provide such care and the employee has made every reasonable effort to have someone else provide the care.
 - In the case of medical appointments, the employee has done everything reasonably possible to schedule the applicable appointments on his/her rest days off or at the end of his/her shift so as to minimize the affect of his/her absence on operations.
 - In the case of medical appointments, the amount of time taken away from work is the minimum amount of time necessary to attend at the appointment, plus travel (as is reasonable).
 - The employee must return to work after being so absent, when required to do so by the Employer.

Failure to meet the above conditions may result in sick leave being denied.

- (ii) The Employer may, at its discretion on a case by case basis, allow employees to utilize more unused sick leave than is otherwise permitted under this section (c), including using sick leave for family members not listed below.
- (iii) For the purposes of this section (c) only, an immediate family member shall be defined as a parent (including mother-in-law, father-in-law, step-parent), a dependent child (including minor under guardianship or step-child), a current spouse (including common-law spouse or same-sex partner) or other relative living in the employee's home.

17.03 Sick Leave Records

Immediately after the close of each calendar year, the Employer shall post on the bulletin board the amount of sick leave accrued by each employee.

17.04 Illness During Vacation

Sick leave may be substituted for vacation where it can be established by the employee that an illness or injury occurred while on vacation. A doctor's certificate shall be provided.

17.05 Retain Accumulated Credits

When an employee is given leave of absence without pay for any reason, or is laid off on account of lack of work and returns to the service of the Employer upon expiration of such leave of absence or layoff, he/she shall not receive sick leave credits for the period of such absence but shall retain his/her accumulated credits, if any, existing at the time of such leave or layoff, subject to Article 10.05.

ARTICLE 18 - LEAVE OF ABSENCE

18.01 Leave of Absence for Union Functions

Upon written request to the District, an employee elected or appointed to represent the Union at conventions, seminars, executive and committee meetings of CUPE, its affiliated or chartered bodies, and any labour organizations with which the Union is affiliated, shall be allowed leave of absence without pay and without loss of benefits or seniority accumulation. Leave of absence shall not be withheld unless municipal functions are unduly impaired.

Notwithstanding the above, the District shall continue to pay such representatives their regular wages and benefits and bill the Union for such costs incurred. The bill will be for the employee's pay plus fifteen percent (15%) to cover WCB, EI, CPP and Pension Plan. An additional percentage will be charged to cover holiday pay for the specific employee as per Article 16.05 and 16.06. The Union shall reimburse the District within thirty (30) days. The percentage rates for WCB, EI, CPP and Pension Plan will be reviewed and adjusted annually on April 1.

18.02 Paid Bereavement Leave

(a) (i) When death occurs to a member of a permanent **full-time** employee's immediate family, the employee will be granted three (3) days bereavement leave with pay at his/her regular basic rate of pay. If travel beyond five hundred (500) miles or eight hundred (800) kilometres is required, then an additional two (2) days with pay will be allowed.

(ii) **When death occurs to a member of a part-time employee's immediate family, the employee will be granted three (3) days bereavement leave with pay at his/her regular basic rate of pay, for previously scheduled shifts only, in order to permit the employee to arrange and/or to attend the funeral of the deceased family member. If travel beyond five hundred (500) miles or eight hundred (800) kilometres is required, then an additional two (2) days with pay will be allowed, provided the employee was previously scheduled to work on such days.**

(b) Members of the employee's immediate family are defined as the employee's spouse, including common-law spouse, mother, father, brother, sister, son, daughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-parent, grandparent, grandparents-in-law, grandchildren and step-children. Other requests will be considered on an individual basis.

- (c) Additional leave of absence may be granted upon request.

18.03 Mourner's Leave

- (a) One-half (½) day's leave shall be granted **to permanent full-time employees**, without loss of **pay**, to attend a funeral as a mourner, or one (1) day for attendance as a pallbearer. Such paid leave shall be limited to once per year.
- (b) **In the case of part-time employees, the above entitlement shall be prorated on the basis of the percentage (%) of applicable full-time hours that the employee normally and regularly works.**

18.04 Pregnancy/Parental Leave

- (a) Pregnancy/Parental leave shall be in accordance with the *Employment Standards Act*.
- (b) An employee shall be granted one (1) day leave of absence with pay to attend to parental responsibilities at the time of the birth of a child of the employee.

18.05 Employee Education Leave

- (a) Upon proof of successful completion, an employee shall receive reimbursement of costs for tuition and books for courses relative to assigned duties, safety and/or upgrading. Employer approval must be obtained prior to commencement of course. The employee may be required to agree to a stipulated term of employment upon approval of reimbursement.
- (b) **In the case of training required by the Employer, the Employer will provide a means of transportation for the employee to attend such training, or alternatively at the Employers option, pay the employee for reasonable travel costs. In addition, the Employer shall pay the employee a reasonable amount for accommodation and meals when so attending.**
- (c) **Subsection (b) does not apply in the case of Leisure Facility employees who do not avail of recertification that is provided in house by the Employer, with the result that they must subsequently travel to obtain the required certification.**
- (d) **Subsection (b) does not apply to subsequent training, when an employee is unsuccessful in completing required training, with the result that such training has to be repeated, unless the Employer, at its option, extends the provisions of subsection (b) to such subsequent training.**

18.06 Jury Duty or Court Witness

The Employer shall grant court leave without loss of pay or seniority to an employee who serves as a juror or **who is subpoenaed by the Crown as witness in any court proceeding**. The Employer shall pay such employee the difference between the reimbursement by the court and his/her normal **straight-time earnings that would have been otherwise earned**.

18.07 Personal Leave

- (a) Permanent employees may apply for a personal leave without pay, or benefits when the leave exceeds thirty (30) calendar days [except as set out in subsection (c)], but without loss of seniority, by submitting a request to the Chief Administrative Officer, in writing, well in advance of the requested leave dates, to provide ample opportunity to complete the approval process. Requests for unpaid personal leave may be granted by the Employer at its discretion, provided operational requirements permit the employee to be absent and the employee can prove that he/she has good and sufficient reason for requesting the leave.
- (b) Employees must have used their vacation credits and banked time before they are eligible to receive leave under this section 18.07.
- (c) Employees, who take unpaid leave that is longer than thirty (30) calendar days under this section (18.07), must pay one hundred percent (100%) of the premium costs to maintain their MSP coverage; and one hundred percent (100%) of the premium costs of maintaining the benefits plans in which they are currently enrolled under Article 20, provided that the benefits carrier's plan(s) permit coverage to continue. Such payments must be made in advance, before the employee commences the leave.
- (d) Notwithstanding any of the above, article 18.07 (b) shall not apply to those employees who are seeking a personal leave for legitimate medical reasons.

ARTICLE 19 - PAYMENT OF WAGES AND ALLOWANCES

19.01 Wage and Salary Rates

Wage and salary rates shall be as set out in Schedule "A" of this Agreement.

19.02 Pay Days

Employees shall be paid on a bi-weekly basis, with pay days on alternate Fridays and cut-off for payroll being the previous Saturday.

Each employee shall receive an itemized breakdown of the employee's wages and deductions, including rates of pay and the hours worked at those rates during each pay period. Wages will be paid by Direct Deposit to an employee's bank account. Notwithstanding anything contained herein, it is agreed that the District may vary the procedure for payment of wages to meet the requirements and/or limitations of computer processing and preparation of payroll.

19.03 Pay on Temporary Transfers - Higher Rated Job

When an employee **is required in advance by the Employer to** perform the principal duties of a higher paying position, he/she shall receive the rate for the job, except when such employee is in training.

19.04 Travel Allowance

The rate paid to an employee using his/her own vehicle for the Employer's business shall be in accordance with the District of Houston policy on "Travelling Expenses for **Employees**", **as amended from time to time.**

19.05 Premium Pay for Abnormal Working Conditions

In addition to the basic wage, a seventy-five cents (\$.75) per hour premium shall be paid to employees engaged in repair or cleaning of sanitary sewage work.

19.06 Leadhand and Leisure Facility Shift Supervisor

(a) **A Lead hand is one who, over and above his/her regular work, supervises two (2) or more employees, but remains under the supervision of a superior. Lead hands must be appointed by the Employer in advance of so serving, and will generally be a senior qualified employee whom the Employer believes is best able to lead the work of those being supervised. A lead hand shall receive the applicable premium established in Schedule "A" when so authorized. This subsection (a) does not apply to Leisure Facility employees.**

(b) **A Leisure Facility Shift Supervisor is one who over and above his/her regular duties, supervises the work of one (1) or more Leisure Facility employees when the regular Aquatic Coordinator and the regular Aquatic Leader are not working. Leisure Facility Shift Supervisors must be appointed by the Employer in advance of so serving, and will generally be a senior qualified employee whom the Employer believes is best able to lead the work of those being supervised. A Leisure Facility Shift Supervisor shall receive the applicable premium established in Schedule "A" when so authorized.**

19.07 Substitution Pay

When an employee **is required in advance by the Employer to** perform the duties of a higher paying position for in excess of four (4) hours, he/she shall receive the higher rate of pay for his/her entire shift.

19.08 Severance Pay

Employees discharged, displaced or laid off from their regular job because of elimination of positions, shall be entitled to severance pay of one week's pay for each year of service with the District.

A portion of the year shall be paid on a pro-rated basis.

19.09 First Aid Premiums

The District of Houston is required to have Level 1 First Aid Attendants on duty. Designated First Aid Attendant positions for a) the Public Works Yard, and, b) the Office/Arena-Pool, shall be paid a premium commensurate with their level of training while acting in the position. Premiums are paid in accordance with Schedule "A" to the Collective Agreement.

In order to provide back-up, two (2) First Aid Attendant positions shall be designated for a) the Public Works Yard, and, b) the Office/Arena-Pool, however, only one (1) First Aid Attendant will be paid at any one time in each position.

The Employer agrees to post First Aid Attendant positions and if they are not filled by application, the Employer will designate positions for each area.

19.10 Definition of Premium Shift

In recognition of the undesirable features of scheduled shift work, shift premiums shall apply on all shifts in which any hours are worked on Saturdays or Sundays or on hours worked between 6:00 p.m. and 6:00 a.m. Shift premiums shall be an additional sixty cents (\$.60) per hour. Shift premiums do not apply during overtime and call-out situations. **This Article (19.10) does not apply to Leisure Facility employees.**

19.11 Shift Differential for Leisure Services Employees

A shift premium of sixty cents (\$.60) per hour shall apply on any hours worked between 6:00 p.m. and 6:00 a.m. Shift premiums shall be calculated on **straight-time** hours worked **and shall not apply when an employee is working overtime.**

19.12 Driver Medical Exams

The Employer shall pay for driver medical exams when required for assigned duties.

ARTICLE 20 - EMPLOYEE BENEFITS

20.01 Employer Contributions to Hospital and Medical Insurance

- (a) The Employer shall pay one hundred percent (100%) of premiums for all permanent employees and their dependants for: BC Government Medical Plan, Extended Health Benefits including eye care option at three hundred fifty dollars (\$350) per family member per twenty-four (24) month period, and Dental Plan. In the case of absence for illness or industrial accident, the Employer contributions will be paid to the above plans and the Group Life Plan to a maximum of one (1) year from the commencement of absence. Thereafter, the employee may pay full premiums through the Employer.
- (b) Employees other than permanent employees shall be entitled only to benefits of the BC Government Medical Plan.

(c) Dental Coverage

The Employer shall pay one hundred percent (100%) of the premiums for an employee dental plan, benefits of which are as follows:

- (i) Plan A coverage - 100% with no financial limit
Plan B coverage - 50% with no financial limit
Plan C coverage - 50% with a \$1500 limit per **dependant child** per year, **to a maximum expenditure of \$6000.**
- (ii) Eligibility shall be from the first day of the first month following completion of the probationary period.

20.02 Employer Contribution to Life Insurance Plan

The Employer shall pay one hundred percent (100%) of the cost of premiums of a life insurance policy with coverage of seventy-five thousand dollars (\$75,000) death and seventy-five thousand dollars (\$75,000) accidental death and dismemberment for each permanent employee.

20.03 Long Term Disability Plan

- (a) The Employer shall provide a Long Term Disability Plan and shall pay one hundred percent (100%) of the cost of premiums.
- (b) Coverage shall be sixty-seven percent (67%) of wages, to a maximum of two thousand three hundred dollars (\$2,300) per month. **Effective March 7, 2013, the above maximum shall be increased to two thousand five hundred dollars (\$2,500) per month. Effective January 1, 2015, the maximum shall be increased to two thousand six hundred dollars (\$2,600) per month.**

20.04 Pension Plan

All eligible employees shall be covered by the Municipal Pension Plan.

20.05 Retirement Age

On the first day of the month after reaching maximum retirement age under the provisions of the *Municipal Superannuation Act*, every employee will automatically cease to be employed, but the Employer may re-employ an individual over retirement age on a temporary basis.

ARTICLE 21 - SAFETY AND HEALTH

21.01 Clothing and Safety Equipment

- (a) Employees shall be supplied with all necessary tools, safety equipment, rain gear, hard hats, coveralls, steel toe caps for hip-waders, and protective clothing, exclusive of footwear, when same is required to be used in accordance with the Industrial Health and Safety Regulations of the Workers' Compensation Board. Coveralls shall be laundered on a weekly basis.

All articles of safety equipment shall be kept in serviceable condition and used at all times by the employees.

All clothing shall be furnished on a loan basis and the employees will be required to return same in good and serviceable condition, fair wear and tear excepted.

- (b) One winter uniform jacket will be provided for each regular Arena employee every two (2) years, such uniform jacket to be worn only while employee is on duty. Uniform jackets will remain at the Arena and will be dry cleaned as necessary.
- (c) Permanent employees shall be entitled to two hundred dollars (\$200.00) every twenty-four (24) months with proof of purchase for safety boots where safety boots are required to be worn. Safety boots purchased must meet WCB Occupational Health and Safety Regulation standards.
- (d) Bathing Suit and/or Aquatic Footwear Allowance: Permanent Full time and Part-time Aquatic employees, who have completed their probation period, shall be entitled up to two hundred dollars (\$200.00) towards the purchase of proper aquatic footwear and/or wet or dry suits every twenty-four (24) months with proof of purchase.
- (e) Leisure Facility uniforms, if required, will be supplied by the Employer.

21.02 Injury Pay Provisions

An employee who is injured during working hours and is required to leave for treatment, or is sent home as a result of such injury, shall receive payment for the remainder of the shift at his/her regular rate of pay without deduction from sick leave.

21.03 Safety Committee

The Union and the Employer shall each appoint up to three (3) members to a Safety Committee, and such Committee shall meet at least once a month, or at any time when requested by either party, on sufficient notice. **Union appointees to the Safety Committee shall not lose the straight-time pay that they would have otherwise earned when they attend Committee meetings during their scheduled straight-time shifts (no overtime). Safety Committee members who attend Committee meetings when they would otherwise be off duty shall be paid their normal and regular straight-time rate for actual time spent when so attending (no minimum guarantee). Overtime rates shall not apply in such situations and the time involved shall not be considered as time worked for any purposes of qualifying for future overtime. Minutes of all Committee meetings shall be posted on designated bulletin boards in designated work areas so that all employees will have access to it.**

21.04 Accident Investigation Report

The Employer shall provide the Safety Captain with a copy of the Accident Investigation Report for each accident, once completed.

21.05 Right to Refuse Unsafe Work

No employee shall be discharged, penalized or disciplined for refusing to work on a job or in any workplace or to operate any equipment that, in the employee's reasonably held opinion, is unsafe to him/herself or any other person, including an unborn child. No employee shall be ordered or permitted to work on a job which another employee has refused until the matter is investigated by the Health and Safety Committee and satisfactorily settled in accordance with Article 8.24 of the Industrial Health and Safety Regulations.

ARTICLE 22 - GENERAL CONDITIONS

22.01 No Discrimination

The District and CUPE Local 2086 agree that there shall be no discrimination exercised that would be in contravention of the *Human Rights Act*.

22.02 Plural or Feminine Terms

Whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party, or parties hereto so require.

22.03 Tools

- (a) The Employer shall supply all tools and equipment required by employees in the performance of their duties, excluding hand tools for trades people.
- (b) The Employer shall at its own expense insure for damage or loss caused by fire or flood, the tools of its Tradesperson Mechanic which are required in the performance of his/her work. This provision for tool insurance shall also apply to loss by theft where the tools are stored in the designated place of safety within the control of the Employer and there is forcible breaking and entering. The Employer shall supply like replacements for tools broken or lost in the course of work. Specialized tools required shall be purchased by and remain the property of the Employer.

22.04 Sexual Harassment/ Personal Harassment

The Employer agrees that the employee has the right to work without sexual or personal harassment.

A claim of sexual or personal harassment by an employee shall be resolved through the Grievance Procedure commencing at Step 3.

22.05 Contracting Out

The Employer has the right to decide how and by whom any work will be performed, however the Employer will not contract out any work which would result in the layoff, reduction in hours or failure to recall an employee in the bargaining unit.

22.06 Student Employment

The District of Houston may employ students under the provisions of the provincial or federal student grants or programmes, provided that such students are not employed upon work customarily performed, or falling under the jurisdiction of the Union. Students hired under government grants in accordance with this Article shall pay Union dues.

Such student programmes will not result in the reduction of the regular unionized work force, nor will they prevent the enlarging of the work force as and when the occasion warrants. Regular employees on layoff shall be recalled before any students are hired.

The District of Houston may employ students at negotiated rates, regardless of grant approval.

Any dispute arising from this Article shall be settled by the grievance and arbitration procedures.

22.07 Deck Time for Leisure Services Employees

The Employer recognizes that in order to provide a safe work environment for both members and the public, deck times will be kept to a minimum unless there is a break or change in duties. The Employer will make every effort to limit deck time under normal circumstances to not exceed two (2) hours, or unless Federal or Provincial Legislation dictates less.

22.08 Preparation Time for Leisure Services Employees

It is understood that when members are teaching swim classes in succession that the Employer shall leave enough time between classes, so members may catch up on any correspondence that may be required resulting from the preceding class and/or so members may use the rest room.

22.09 Travel Time to/From Workshops & Training Courses

(a) Employees, who attend workshops, conferences or other training course, shall not lose the straight-time pay they would have otherwise earned on their regularly scheduled straight-time shifts had they not so attended (including travel time when they would have otherwise been working a regularly scheduled straight-time shift), provided their attendance is required by the Employer, and/or approved in advance by the Employer, as applicable. In addition, the Employer may, at its discretion, provide the benefits of Article 18.05 (b) to employees who attend workshops, conferences or other training course under this section 22.09. Employees will not be paid when they attend workshops, conferences or other training courses when they would not otherwise be working a regularly scheduled straight-time shift, including travel time (no overtime).

(b) This section 22.09 does not apply in the case of Leisure Facility employees who do not avail of recertification that is provided in house by the Employer, with the result that they must subsequently travel to obtain the required recertification.

ARTICLE 23 - EQUIPMENT DEFINITIONS AND CLASSIFICATION

23.01 Equipment Definitions

(a) Light Equipment

A motor vehicle or combination vehicle having a net weight under 3100 kg. and by law requires the appropriate driver's licence and endorsements to operate.

(b) Medium Equipment

Medium equipment is specific to equipment in the light classification, i.e. the trackless and full size tractors (when equipped with hydraulic attachments that require additional skills or maintenance when operating). These attachments do not include pull behind implements or trailers.

(c) Heavy Equipment

A motor vehicle or combination vehicle having a net weight over 3100 kg. and by law requires the appropriate driver's licence and endorsements to operate.

(d) Heavy Equipment With Air

A motor vehicle or combination of vehicles for which a Class 3 driver's licence with air endorsement is required by law.

23.02 Equipment Classification

(a) Light Equipment

Pick-up trucks (1/2 ton, 3/4 ton and 1 ton), ice re-surfacer, tractors, rotary mower and attachments, and turf care equipment.

(b) Medium Equipment

Trackless, full size tractor with side or rear mount flail mowers.

(c) Heavy Equipment

Single axle dump trucks, loaders (above 1 cu. yd.), self propelled street sweepers, vacuum sump cleaners, flusher trucks, water tank trucks, vibratory roller packers, tandem axle dump truck.

(d) Specialized Equipment

Motor graders and rubber tired backhoe.

(e) New and Rental Equipment

Classification of equipment not specifically mentioned in the above, shall be determined prior to such equipment being introduced.

ARTICLE 24 - INTRODUCTION OF TECHNOLOGICAL CHANGE

24.01 Introduction of Technological Change

- (1) Where an Employer introduces or intends to introduce a technological change that:
 - (a) affects the terms, conditions or security of employees to whom a Collective Agreement applies, and
 - (b) alters significantly the basis on which a Collective Agreement was negotiated, either party may refer the matter to an arbitration board under the Collective Agreement.
- (2) The arbitration board shall decide whether the Employer has introduced or intends to introduce a technological change, and on deciding that the Employer has or intends to do so, the arbitration board:
 - (a) shall immediately inform the Minister of its finding; and
 - (b) may, then or later, order one or more of the following:
 - (i) that the change be made in accordance with the Collective Agreement unless the change alters significantly the basis on which the Collective Agreement was negotiated;
 - (ii) that the Employer will not proceed with the technological change for a period, not exceeding ninety (90) days, the arbitration board considers appropriate;
 - (iii) that the Employer reinstate an employee displaced by the technological change; and
 - (iv) that the Employer pay that employee compensation for his/her displacement as the arbitration board considers reasonable.
- (3) An order made under this section binds all persons bound by the Collective Agreement.

ARTICLE 25 - JOB CLASSIFICATION AND RECLASSIFICATION

25.01 Job Description

In consultation with the Union, the Employer agrees to draw up job descriptions for all positions and classifications for which the Union is bargaining agent. Any dispute arising from this clause shall be subject to grievance and arbitration.

Classifications and job descriptions so established shall not be eliminated without prior agreement with the Union.

25.02 Changes in Classification

When the duties or volume of work in any classification are changed or increased, or where the Union and/or an employee feels he/she is unfairly or incorrectly classified, or when any position not covered by the salary and wage schedules attached hereto is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay of the job in question, or the effective date of reclassification, such dispute shall be submitted to grievance and arbitration.

No job posting shall be made in the event of an existing position being awarded a reclassification under the terms of this clause.

ARTICLE 26 - TERM OF AGREEMENT

26.01 Duration

This Agreement shall be binding and remain in effect from **January 1, 2013** to **December 31, 2015**, and shall continue from year to year thereafter unless either party gives to the other party notice in accordance with the Labour Relations Code of British Columbia that it desires its termination or amendment. During the period of negotiations this Agreement shall continue in full force and effect. The terms and conditions of this Agreement may be amended only by mutual agreement between the Union and the District.

26.02 Contractual Language

Both parties agree that contractual language will be reviewed by both parties for better clarity and understanding on a continuing basis.

Dated at HOUSTON, BC this _____ day of _____, 2013.

DISTRICT OF HOUSTON:

CUPE LOCAL 2086:

Mayor

For the Union

Chief Administrative Officer

For the Union

SCHEDULE "A"

JOB TITLE		Jan 1 2012	Jan 1 2013	Jan 1 2014	Jan 1 2015
			2%	1.5%	1.25%
Office Assistant I	(0-3 months)	21.32	21.75	22.07	22.35
	(after 3 months)	21.82	22.26	22.59	22.87
Office Assistant II	(0-3 months)	25.27	25.78	26.16	26.49
	(after 3 months)	26.35	26.88	27.28	27.62
Accounting Clerk I	(0-3 months)	24.02	24.50	24.87	25.18
	(after 3 months)	24.82	25.32	25.70	26.02
Accounting Clerk II	(0-3 months)	26.64	27.17	27.58	27.93
	(after 3 months)	27.39	27.94	28.36	28.71
Municipal Service Worker I	(0-3 months)	25.38	25.89	26.28	26.60
	(after 3 months)	26.62	27.15	27.56	27.90
Municipal Service Worker II	(after 1 year)	27.09	27.63	28.05	28.40
*Refrigeration Operator I		27.59	28.14	28.56	28.92
*Refrigeration Operator II		27.84	28.40	28.82	29.18
Municipal Service Worker III		27.89	28.45	28.87	29.24
Municipal Equipment Operator: (current job title rate)	(Light Equipment)				
Municipal Equipment Operator I	(Medium Equipment)	27.39	27.94	28.36	28.71
Municipal Equipment Operator II	(Heavy Equipment)	28.14	28.70	29.13	29.50
Specialized Equipment Trainee		28.64	29.21	29.65	30.02
Specialized Equipment Operator	(after 3 years)	29.44	30.03	30.48	30.86
Water & Wastewater Plant Operator: (*Environmental Operators Certificate Program)					
* Training Position		27.09	27.63	28.05	28.40
* Level I Certificate (Water or Sewer)		27.39	27.94	28.36	28.71
* Level II Certificate (Water or Sewer)		27.81	28.37	28.79	29.15
* Water & Wastewater System Operator		28.43	29.00	29.43	29.80
* Senior Water & Wastewater System Operator		29.56	30.15	30.60	30.99
Mechanic		29.06	29.64	30.09	30.46
Mechanic with Ticket		29.56	30.15	30.60	30.99
Working Foreman		30.07	30.67	31.13	31.52
Recreation Worker I		15.54	15.85	16.09	16.29
Recreation Worker II		20.04	20.44	20.75	21.01
Recreation Worker III		20.54	20.95	21.27	21.53
Student Labourer		18.04	18.40	18.68	18.91
PREMIUMS:					
Lead Hand		1.00	1.00	1.00	1.00
Dirty Pay		.75	.75	.75	.75
Shift Premium		.60	.60	.60	.60
First Aid Ticket (designated attendant)					
Level 1		.20	.20	.20	.20
Level 2		.25	.25	.25	.25
Level 3		.50	.50	.50	.50
Tandem Axle Truck with Pup		.50	.50	.50	.50
*Refrigeration Certificate (Built in to Refrigeration Operator I & II wage rates)		.50	.50	.50	.50

JOB TITLE		Jan 1 2012	Jan 1 2013	Jan 1 2014	Jan 1 2015
			2%	1.5%	1.25%
WAGES LEISURE FACILITY					
Aquatic Coordinator		23.39	23.86	24.22	24.52
Aquatic Leader		20.54	20.95	21.27	21.53
Lifeguard II (NLS & WSI)		18.89	19.27	19.56	19.80
Lifeguard I (NLS or WSI)		16.00 ^{(2) (4)}	16.00	16.24	16.44
Receptionist II ⁽³⁾		18.09	18.45	18.73	18.96
Receptionist I (applies only when Receptionist II is not working)⁽⁵⁾		15.54	15.85	16.09	16.29
PREMIUMS					
Aquatic Shift Supervisor (applies only when the regular Aquatic Coordinator and the regular Aquatic Leader are not working)	\$0.50 premium above the employee's normal rate when actually working	0.50 ⁽¹⁾	0.50 ⁽¹⁾	0.50 ⁽¹⁾	0.50 ⁽¹⁾
Lifeguard Instructor	\$0.85 premium above the employee's normal rate when actually instructing	0.85 ⁽¹⁾	0.85 ⁽¹⁾	0.85 ⁽¹⁾	0.85 ⁽¹⁾

1. **This premium shall not be increased as a result of the negotiated general wage increases.**
2. **This rate applies to employees hired after March 7, 2013. Current employees will have their former \$18.89/hr. rate “grand-parented” – they shall receive all negotiated increases to their “grand-parented” rate so long as they remain continuously employed in the Lifeguard I position.**
3. **This position was formerly the Receptionist position.**
4. **This rate is effective March 7, 2013 and shall not be increased by the January 1st, 2013 negotiated general wage increase. The 2014 & 2015 negotiated general wage increases shall be applied to this rate.**
5. **This job was formerly Lifeguard/helper cashier. The Employer will provide the union and the employees with a job description for the Receptionist I position within ninety (90) calendar days from March 7, 2013.**

LETTER OF UNDERSTANDING #1

between

DISTRICT OF HOUSTON & CUPE LOCAL 2086

(This Letter of Understanding is made pursuant to the Collective Agreement between the District of Houston and the Canadian Union of Public Employees (CUPE) Local 2086, January 1, 2008 – December 31, 2009.)

New Clerical Positions Municipal Office

The parties to this letter agree to the rate of pay for two positions within the Municipal Office. Duties of these positions will be established by Job Descriptions which shall be agreed to by the parties to this letter.

SCHEDULE "A"

JOB TITLE	Jan 1 2012	Jan 1 2013	Jan 1 2014	Jan 1 2015
Office Assistant IIB	27.75	28.31	28.73	29.09
Accounting Clerk IB	26.10	26.62	27.02	27.36

It is understood that Office Assistant IIB is a step-up position from Office Assistant II and Accounting Clerk IB is a step-up position from Accounting Clerk I. Therefore the District of Houston is not required to fill the base and step-up positions at the same time.

If the incumbent of the base position meets the qualifications for the step-up position and is doing the work, they will automatically be reclassified to the higher position and wage.

This Letter of Understanding shall remain in force through the term of the Collective Agreement between the District of Houston and CUPE Local 2086, January 1, 2010 – December 31, 2012 unless it is amended or discontinued with mutual agreement between CUPE Local 2086 and the District of Houston.

Dated at HOUSTON, BC this _____ day of _____, 2013

DISTRICT OF HOUSTON:

CUPE LOCAL 2086:

Mayor

For the Union

Chief Administrative Officer

For the Union

LETTER OF UNDERSTANDING #2

between

DISTRICT OF HOUSTON & CUPE LOCAL 2086

(This Letter of Understanding is made pursuant to the Collective Agreement between the District of Houston and the Canadian Union of Public Employees (CUPE) Local 2086, January 1, 2004 – December 31, 2007.)

New Permanent Part-Time Position

The parties to this letter agree to the hiring of one new (1) Permanent Part-Time Employee in the Public Works Department for the purpose of solid waste collection services. The job title for this new position shall be Solid Waste Collection Operator.

The employee shall be employed for a minimum of three (3) days per week at eight (8) hours per day between the hours of 7:30 a.m. and 4:00 p.m.

The duties of this Permanent Part-Time Employee will be established by a Job Description which shall be agreed to by the parties to this letter. When agreed (job description), the rate of pay shall be as follows for the Solid Waste Collection Operator:

SCHEDULE "A"

JOB TITLE		Jan 1 2012	Jan 1 2013	Jan 1 2014	Jan 1 2015
Solid Waste	(0-3 months)	28.14	28.70	29.13	29.50
Collection Operator	(after 3 months)	28.64	29.21	29.65	30.02

This Permanent Part-Time Employee shall receive the benefits of this Agreement, except:

- Article 20.02 – Employer Contributions to Life Insurance Plan;
- Article 20.03 – Long Term Disability Plan;
- Article 20.04 – Pension Plan (subject to Pension Plan rules).

This Letter of Understanding shall remain in force until it is amended or discontinued with mutual agreement between the parties.

Dated at HOUSTON, BC this _____ day of _____, 2013.

DISTRICT OF HOUSTON:

CUPE LOCAL 2086:

Mayor

For the Union

Chief Administrative Officer

For the Union

LETTER OF UNDERSTANDING #3

between

DISTRICT OF HOUSTON & CUPE LOCAL 2086

Part Time Arena Employee

The parties to this letter agree to the hiring of one (1) part-time employee at the Arena. The employee shall be employed while the ice is in place (seasonal) and is being used for early morning programs, for a minimum of two (2) hours per day to a maximum of four (4) hours per day, Monday to Friday, between the hours of 5:00 a.m. and 9:00 a.m. The work schedule shall be prepared by the Employer and provided to the employee not less than seven (7) days in advance of a shift.

The purpose of this position is to ensure that there is an employee on duty in the Arena on weekday mornings when the Arena is being used by the public prior to the arrival of the scheduled Arena Attendant.

The duties of this Part-Time Arena Employee will be established by a Job Description which shall be agreed to by the parties to this letter. When agreed (job description), the rate of pay shall be in accordance with Recreation Worker II in Schedule "A" and will receive the same negotiated increases in pay that other employee's receive within the same classification.

The Part-Time Arena Employee shall be eligible for all terms and conditions of the Collective Agreement between CUPE Local 2086 and the District of Houston unless specifically varied below:

- **Article 10 – Seniority:** Seniority will accumulate in hours worked, in consecutive years of employment in this position. The employee will lose accumulated seniority if the employee does not work for the Employer for a period of one (1) year.
- **Article 12 – Layoff and Recall:** this employee shall have recall rights only to this position.
- **Article 15 – Statutory Holidays:** if the employee is required to work on a statutory holiday the employee shall be paid the applicable overtime rate but may not take a day off in lieu.
- **Article 16 – Vacations; Article 17 – Sick Leave; Article 20 – Employee Benefits:** this employee shall receive 10% of their wages in lieu of these Articles.
- **Article 18 – Leave of Absence:** this employee shall be provided all leaves as per the applicable legislation.

The Part-Time Arena Employee shall be subject to a probationary period **pursuant to article 10.02 of the Collective Agreement.**

This Letter of Understanding shall remain in force until it is amended or discontinued with mutual agreement between the parties.

Dated at HOUSTON, BC this _____ day of _____, 2013.

DISTRICT OF HOUSTON:

CUPE LOCAL 2086:

Mayor

For the Union

Chief Administrative Officer

For the Union

LETTER OF UNDERSTANDING #4

between

DISTRICT OF HOUSTON & CUPE LOCAL 2086

Article 13.03

DELETED IN 2013 NEGOTIATIONS

LETTER OF UNDERSTANDING #5

between

DISTRICT OF HOUSTON & CUPE LOCAL 2086

Mandatory Retirement

Pursuant to Article 20.05 of the Collective Agreement between the District of Houston and the Canadian Union of Public Employees (CUPE) Local 2086, this letter addresses the effects of the *Human Rights Code (Mandatory Retirement Elimination) Amendment Act, 2007* that came into effect January 1, 2008.

Those employees who choose to retire at the “normal retirement age” of sixty-five (65) may continue to do so as in the past.

The provisions of the Collective Agreement shall continue to apply to those employees who choose to continue to work beyond age sixty-five (65), except Article 20, Employee Benefits.

The provisions of Article 20 shall continue to apply to those employees who choose to continue to work beyond age sixty-five (65) except LTD (Article 20.03).

Notwithstanding the above, it is understood that the eligibility under the Municipal Pension Plan (Article 20.04) continues to be subject to the rules and requirements of the Municipal Pension Plan, which may be amended as a result of the elimination of mandatory retirement.

Notwithstanding the above, coverage under Article 20, Employee Benefits, generally will cease when an employee reaches age 70.

This Letter of Understanding shall remain in force until it is amended or discontinued with mutual agreement between the parties.

Dated at HOUSTON, BC this _____ day of _____, 2013.

DISTRICT OF HOUSTON:

CUPE LOCAL 2086:

Mayor

For the Union

Chief Administrative Officer

For the Union

LETTER OF UNDERSTANDING #6

between

DISTRICT OF HOUSTON AND CUPE LOCAL 2086

Leisure Facility Maintenance

The parties agree that in order to facilitate the opening of the District of Houston's Leisure Facility, that the use of a non-union member (Journeyman Plumber or HVAC) be utilized in order to deal with issues that may give rise concerning the Geothermal heating / HVAC Systems. It is understood that the Employer and the Union will monitor the need for the above noted position and shall consider opportunities for this contracted out work to be brought in house.

It is further agreed by the parties that all work unrelated to Geothermal heating /HVAC System shall be the work of CUPE and be performed by the District of Houston maintenance staff, unless qualifications are required under the *Apprenticeship Act*.

Dated at HOUSTON, BC this _____ of _____, 2013.

DISTRICT OF HOUSTON:

CUPE LOCAL 2086:

Mayor

For the Union

Chief Administrative Officer

For the Union

LETTER OF UNDERSTANDING #7

between

DISTRICT OF HOUSTON AND CUPE LOCAL 2086

Leisure Services Positions

The parties agree that due to the creation of the Leisure Facility and the CUPE positions that maintain it, it is in both parties interest to deal with issue's that may give rise for discussion surrounding the agreed-to job descriptions. It is agreed that the Union and the Employer will work closely to identify any digression from the agreed-to job descriptions in the Leisure Facility.

It further understood, that if it is found that the duties of any of the newly created positions (identified below), do not accurately reflect the corresponding job description then the parties will meet to discuss possible solutions. If, after joint discussions have taken place and the parties can't resolve the matter, Article 25 of the Collective Agreement will be in full effect.

It is further understood that no member will lose any of the agreed-to terms and conditions or rates of pay as a result of this process.

The following are the agreed-to positions in the Memorandum of Agreement:

Aquatic Coordinator
Leisure Services Receptionist
Head Lifeguard
Lifeguard
Instructor
Lifeguard Helper/Cashier

Dated at HOUSTON, BC this _____ of _____, 2013.

DISTRICT OF HOUSTON:

CUPE LOCAL 2086:

Mayor

For the Union

Chief Administrative Officer

For the Union

LETTER OF UNDERSTANDING #8

between

DISTRICT OF HOUSTON AND CUPE LOCAL 2086

Part-Time Facilities Maintenance Worker

The parties to this letter agree to the hiring of one (1) new Part-Time Employee in the Leisure Services Department for the purpose of completing maintenance and operations in District of Houston facilities.

The employee shall work a minimum of sixty-four (64) hours per month to a maximum of eighty-eight (88) hours per month.

The duties of this Part-Time Employee will be established by a Job Description which shall be agreed to by the parties to this letter. When agreed (job description), the rate of pay shall be as follows for the Part-Time Facilities Maintenance Worker:

SCHEDULE "A"

JOB TITLE		Jan 1 2012	Jan 1 2013	Jan 1 2014	Jan 1 2015
Facilities	(0-3 months)	25.38	25.89	26.28	26.60
Maintenance Worker	(after 3 months)	26.62	27.15	27.56	27.90
	(after 1 year)	27.09	27.63	28.05	28.40

Dated at HOUSTON, BC this _____ day of _____, 2013.

DISTRICT OF HOUSTON:

CUPE LOCAL 2086:

Mayor

For the Union

Chief Administrative Officer

For the Union