

**COLLECTIVE AGREEMENT**

BETWEEN

**DISTRICT OF HOUSTON**

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 2086**

January 1, 2024 – December 31, 2025

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THIS AGREEMENT MADE THIS 17 DAY OF SEPTEMBER, 2024.

BETWEEN

THE DISTRICT OF HOUSTON  
hereinafter referred to as the 'Employer'

Party of the First Part

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2086  
hereinafter referred to as the 'Union'

Party of the Second Part

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**ARTICLE 1 – PREAMBLE**

1.01 Purpose

It is the purpose of both parties to this Agreement:

- (1) To maintain and promote harmonious relations, concerning terms and conditions of employment contained in this agreement 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., and for facilitating the prompt, fair and peaceful settlement of grievances.
- (3) To encourage efficiency in operations.
- (4) To promote the morale, well-being and security of all employees in the bargaining unit of this 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 employees 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 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 (Financial Officer)
- (3) Building Inspector/Bylaw Enforcement Officer
- (4) Director of Corporate Services (Corporate Officer)
- (5) **Deputy Director of Corporate Services/Grant Writer**
- (6) Director of Leisure Services
- (7) Director of Engineering and Operations
- (8) **Director of Operations**
- (9) Director of Protective Services (Fire Chief)
- (10) **Director of Economic and Community Development**

**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

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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 article 16 (except Article 16.05), 17, 20.01, 20.02, and 20.03, which shall not apply. In lieu of benefits under Articles 16 (except Article 16.05), 17, 20.01, 20.02, and 20.03, these employees shall receive an eight percent (8%) premium.
- (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 in 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. In lieu of benefits under 10 (other than Article 10.02 which shall apply), 12, 16, 17, 18, and 20, these employees shall receive an eight percent (8%) premium.
  - (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 perquisites 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

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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, 20. In lieu of benefits under Articles 10 (other than Article 10.02 which shall apply), 12, 16, 17, 18, and 20, these employees shall receive an eight percent (8%) premium. 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. Casual employees shall be given internal bidding rights from the date of hire.

- (f) SEASONAL EMPLOYEE is an employee hired for a limited time period, other than the part-time arena employee. 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. In lieu of benefits under Articles 10 (other than Article 10.02 which shall apply), 12, 16, 17, 18, and 20, these employees shall receive an eight percent (8%) premium instead of benefits. 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 – REPEALED**

5.01 [Repealed]

**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 respective 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.

6.05 Housekeeping Committee

The parties will form a housekeeping committee subsequent to the conclusion of bargaining to review the final 2024-2025 Collective Agreement for clarity, formatting, grammatical accuracy, contemporary language and the like.

The Housekeeping Committee shall be formed by the members of the Joint Labour Management Committee. There shall be a dedicated amount of time devoted to the work of the Housekeeping Committee, the duration of which shall be upon agreement of the parties. This time shall not infringe on the time allotted to the Joint Labour Management Committee.

Any amendments made by the Committee shall be deemed to have no material impact on the interpretation of the language from its original form and meaning. The Committee shall also be empowered to make joint recommendations on housekeeping of language for the next round of bargaining.

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

#### 7.04 Form of Grievances

The grievance must be made in writing, signed by the employee concerned and a Shop Steward or Executive Member of the Union and must state the relevant 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 have been 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 their immediate exempt supervisor within ten (10) business days of when the grievor was aware of the incident which gave rise to the grievance.

STEP 2 - Failing settlement at Step 1 within seven (7) business days, the Union may submit the grievance in writing to the immediate exempt supervisor or department head at Step 2 and the parties will meet to discuss the grievance within seven (7) business days of receipt of the grievance at Step 2.

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

Officer will have fourteen (14) business days after the Step 3 Grievance meeting to respond to the grievance.

STEP 4 - Failing settlement at Step 3 within ten (10) working days, the Union may notify the Employer in writing of its intent to refer the grievance to Arbitration. Referral to arbitration must be made within thirty (30) calendar days of failing to reach a settlement at Step 3.

#### 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 employees in attendance.

#### 7.08 Grievance of Safety

An employee, group of employees, or the Union shall have the right to file a grievance at Step 3 of the Grievance Procedure **where an employee or employees have been required to work under unsafe or unhealthy conditions.**

**The parties recognize that employees have the right to refuse unsafe work. Employees shall not be disciplined for such refusal.**

#### 7.09 Replies in Writing

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

#### 7.10 Grievance of Suspensions & Terminations

**Grievances** regarding the suspension or termination will be immediately advanced to Step 3 of the Grievance Procedure.

**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:

- (a) The fees and expenses of the Arbitrator it appoints;
- (b) One-half (1/2) 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 **or may be held virtually upon agreement of both the union and the employer.**
- (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) When 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 and 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 to 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 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. Newly hired permanent employees shall not be deemed to possess seniority until such time as the probationary period has been completed. **Upon completion of probation, an employee’s 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.

**A probationary employee’s suitability for employment will be assessed on the basis of the following factors:**

- (i) **Quality of work**
- (ii) **Conduct**
- (iii) **Capacity to work harmoniously with others**

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 and June of each year.

### 10.05 Loss of Seniority

Employees will lose seniority and all benefits:

- (1) Upon voluntary termination.
- (2) After being laid off for a period of one (1) year.
- (3) If the Employee is terminated and not reinstated by subsequent arbitration.
- (4) Upon failing to report to work, as scheduled, without notifying the Employer within seventy-two (72) hours prior to the start of their scheduled shift, except when such notice is not reasonably possible; or
- (5) If, instead of being laid off, the employee chooses to be discharged instead pursuant to the provisions of Article 12.

### 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 10.
- (c) If an employee indicates 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.
  - (i) Therefore, in making staff changes, transfers or promotions, appointment shall be made of the applicant with the greatest seniority provided they have the required education, qualifications, skills, abilities, and knowledge.
  - (ii) 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

- (i) When filling posted vacancies, the Employer may promote the senior applicant who does not **possess but is currently preparing for** the required education, qualifications, skills, abilities, and knowledge, provided that the employee must obtain the required education, qualifications, skills, abilities, and knowledge, 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.

**Promotion pursuant to this clause shall only be where there is no other qualified internal applicant.**

- (ii) **Internal applicants who are not fully qualified for the role but intend to obtain the required qualifications shall nevertheless be able to apply. In the event that no applicants are selected internally, their applications shall be rolled into the external postings process and weighed equally by the employer against other received applications in the assessment and interview process.**

#### 11.04 Trial Period for Internal Applicants

- (a) An internal applicant who is successful in obtaining a position will serve a trial period of:
  - (i) one hundred sixty (160) hours actually worked in the case of employees who normally work eight (8) hours per day; or
  - (ii) one hundred and forty (140) hours actually worked in the case of employees who normally work seven (7) hours per day.
- (b) Conditional on satisfactory performance during the trial period, the employer shall confirm the Employee in the position after successful completion of this trial period.
- (c) The trial period may be extended by mutual agreement between the Employer and the Union.
- (d) If for any reason during the trial period, the employee does not remain in the new position:
  - (i) the employee will revert to their former position, employee status, and wage rate, without loss of seniority; and
  - (ii) all other employees who are thereby affected will revert to their former positions, employee status and wage rates without loss of seniority, if applicable.

#### 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, 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 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 Jobs 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 Exempt Positions

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

Employees who are temporarily designated to positions outside the bargaining unit shall not exceed eighty (80) hours within a thirty (30) day period.

11.07 Recertification/Training Leisure Facility

(a) 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 for Employees

The Union and the Employer agree that members shall 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 by more than 10% of his/her regular hours of work. The employee exercising his/her seniority shall notify the Employer in writing 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 endeavor 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 Severance Pay**

- (a) Employees discharged from the service of the Employer because of elimination of positions, will be paid severance pay of one week's pay for each year of service with the District.
- (b) A partial year of service will be paid on a pro-rated basis calculated as the total number of workweeks completed by the employee in that year and divided by fifty-two.
- (c) An employee who has been laid off and chooses to be discharged instead pursuant to Article 10.05(5) will be entitled to severance pursuant to this subsection 12.04(c).

**ARTICLE 13 – HOURS OF WORK****13.01 Office Employees**

- (a) Except for permanent full-time office employees, and those employees covered by Article 13.07:
  - (i) The normal full-time workday 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.; and
  - (ii) The normal full-time work week for office employees is defined as five (5) workdays, Mondays to Friday inclusive.
- (b) The regular and normal work schedule for permanent full-time office employees is as follow:

- (i) The normal workday is defined at seven (7) hours and forty-seven minutes scheduled between 8:00 a.m. and 5:00 p.m.;
- (ii) The normal work week is defined as five (5) workdays, Monday to Friday inclusive;
- (iii) Employees working a scheduled covered by this subsection will be paid seven (7) 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;
- (iv) Once the seven (7) hours have been accrued pursuant to paragraph (c), the employee will be required to take a day off from work, at regular time pay, within two (2) weeks of earning such a day off and in conjunction with a weekend unless otherwise agreed to between the employee and the Employer;
- (v) An employee may only accumulate one (1) day off pursuant to paragraph (d), except with the written approval of the Chief Administrative Officer;
- (vi) If required to work on a flex-day, an employee will get another day off at a mutually agreeable time;
- (vii) Notwithstanding Article 14, no overtime will be paid to an employee working a schedule defined by this subsection in the event that the employee is required to work on their scheduled flex-day.

#### 13.02 Public Works Employees

- (a) The normal full-time workday for **Public Works Employees** is defined as eight (8) straight-time hours per day between the hours of **6:00am and 6:00pm**. Other full-time daily hours may be substituted by mutual agreement.
- (b) The normal full-time work week for **Public Works Employees** is defined as five (5) workdays, Monday to Friday inclusive.
- (c) Weekend shift scheduling shall apply to winter snow removal months only and shall be implemented for one (1) employee only on a rotational basis.
- (d) **Short notice changes to the shifts of Public Works Employees shall be reasonable and done in reverse order of seniority by those employees qualified to do the work.**
- (e) **Quarterly or upon request, the Employer shall provide to the President of the Union a report of shift changes initiated by the Employer, which shall include the dates, times, and affected employees.**

#### 13.03 Hours of Work – Parks and Recreation Employees

- (a) The normal full-time work week for Parks and Recreation employees is defined as forty (40) hours per week; and
- (b) Over the winter season:

- (i) 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; and
- (ii) the normal full-time workweek for Parks and Recreation employees is defined as five (5) consecutive days worked from Sunday to Saturday; and
- (c) between April 1<sup>st</sup> and September 30<sup>th</sup>, the work schedule for Parks and Recreation employees will be the same work schedule as other outside employees pursuant to Article 13.02

13.04 [Repealed]

13.05 Seasonal Employees

The normal work day shall consist of a scheduled period of between **four (4)** 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 as follows:

- (i) **Two hours of pay where the employee's scheduled shift was four hours or less**
- (ii) **Four hours of pay where the employee's scheduled shift was greater than four hours.**

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 **employee's regular** shift shall be paid at time and one-half (1 ½x) 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 in settlement, 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 or 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. Such approved waiver of the meal break shall be for unusual circumstances and not for the purpose of shortening the length of the work day on a regular basis. 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 [Repealed]

### 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 workday 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 Permanent Full-Time Receptionist II position, 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 weekend shifts. It is understood that any deviation from the above noted work schedule should be in accordance with Article 13.11(a).
- (d) The above notwithstanding, the normal workday for the Leisure Facility Supervisor is defined as eight (8) hours per day, 8:00 a.m. to 5:00 p.m. 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).

#### 13.12 Leisure Facility Call-ins

- (a) The Employer will maintain an up-to-date seniority list by job classification for the purposes of calling employees for extra hours.
- (b) In the event of call-in for work at the Leisure Facility, qualified Part-time Leisure Facility employees will wherever reasonably possible, be called on a rotational basis so that opportunities are divided among all employees who are willing and qualified to perform the available work, provided their daily straight time hours do not exceed eight (8) hours or their weekly straight time hours do not exceed forty (40) hours. Then, qualified Leisure Facility casual employees will be called in.
- (c) 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.
- (d) Article 14.06 does not apply 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 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 Articles 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.
- (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 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 (4<sup>th</sup>) hour, if the fourth (4<sup>th</sup>) hour is actually worked. If the fourth (4<sup>th</sup>) 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 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 13.02 and 13.03.

#### 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 1<sup>st</sup> of any given year and September 1<sup>st</sup> 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 scheduled day of work or day so directed by the Employer, the Employer shall pay the employee for a minimum of **four (4) 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) **Subject to the provisions of 14.09(a), an employee who commences work on a scheduled shift shall receive a minimum of four (4) hours' pay at the regular hourly rate.**
- (c) **In cases where an employee's work has been suspended for reasons completely beyond the Employer's control, including unsuitable weather conditions, an employee eligible for reporting pay as per 14.09(a) will nonetheless be paid for a minimum of two (2) hours at the employee's regular wage.**
- (d) The provisions of this article do not apply to Leisure Facility employees who are providing training or instruction in a recreation activity or hobby.

14.10 On-call Premium Pay

The parties agree to the provision of a premium for those staff required to be on-call during non-operational hours as follows:

- (a) An employee who has been designated by their manager as being on call for a set number of hours or other period of time outside of the employee's regular working hours will receive 8.3% of their regular wage per hour that they are on-call as an on-call premium, to a maximum of 2 hours at straight time per day.
- (b) The on-call premium is exempt from the calculation of overtime.
- (c) In order to receive this premium, the employee must not refuse to respond to a call-out; refusing to respond to a call-out will rescind any entitlement to the on-call premium.
- (d) If an employee responds to a call-out, they will receive the designated call-out rate as per Article 14.06 of the Collective Agreement instead of the on-call premium for those hours spent responding to the call-out.

**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	<b>National Day for Truth and Reconciliation</b>
Thanksgiving Day	Easter Monday
Remembrance Day	<b>Victoria Day</b>
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 an 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. Vacations shall be taken by mutual consent of employee and supervisor. If vacation time is not taken in the subsequent year of service, remaining time can be rolled into the next year.

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 (1<sup>st</sup>) 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 (2<sup>nd</sup>) year of employment and to the end of the fourth (4<sup>th</sup>) year of employment, permanent employees shall earn three (3) calendar weeks' vacation time off, paid at the rate of six and one-half (6 ½) 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 (5<sup>th</sup>) year of employment and to the end of the tenth (10<sup>th</sup>) year of employment, permanent employees shall earn four (4) calendar weeks' vacation time off, paid at the rate of eight and one-half (8 ½ %) 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 (11<sup>th</sup>) year of employment and to the end of the twentieth (20<sup>th</sup>) year of employment, permanent employees shall earn five (5) calendar weeks vacation time off, paid at the rate of ten and one-half (10 ½ %) 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 (20<sup>th</sup>) year of employment" above shall be changed to nineteenth (19<sup>th</sup>) year of employment.
- (e) During the twenty-first (21<sup>st</sup>) 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 (12 ½%) percent of gross earnings paid directly by the Employer in the previous year. Such vacation shall be taken after completion of the twenty-first (21<sup>st</sup>) and subsequent years of employment. Effective January 1, 2014 the phrase "twenty-first (21<sup>st</sup>) year of employment" shall be changed to twentieth (20<sup>th</sup>) 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 subsection (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:

- 1<sup>st</sup> and 2<sup>nd</sup> years – 4%
- 3<sup>rd</sup> and 4<sup>th</sup> years – 5%
- 5<sup>th</sup> and 6<sup>th</sup> years – 6%
- 7<sup>th</sup> and 8<sup>th</sup> 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, optometrist, 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).
- (ii) To receive sick leave for attendance at medical, dental or chiropractor, registered physiotherapist, registered massage therapist, or optometrist 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) **Fifteen (15)** days sick leave per year shall be earned by eligible permanent employees, at the rate of **one and one-quarter (1.25) days** 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 sub-section (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 five (5) 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 effect 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 16.04 and **16.05, Benefits in Article 20 (excluding Leisure Facility Passes), and the BC Employer Health Tax (if applicable)**. The Union shall reimburse the District within **sixty (60)** 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, niece, nephew, 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 (1/2) 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. **In no case shall the rate be less than the annual automobile allowance rate provided by the Canadian Revenue Agency.**

19.05 Premium Pay for Abnormal Working Conditions

In addition to the basic wage, a **one dollar and twenty-five cents (\$1.25)** per hour premium shall be paid to employees engaged in repair or cleaning of sanitary sewage work and **any other work requiring contact with live sewage, medical waste, or animal carcasses.**

19.06 Lead hand 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 Head Lifeguard 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.

#### 19.09 First Aid Premiums

- (a) The District of Houston is required to have Level 1 First Aid Attendants on duty.
- (b) The Employer will designate First Aid Attendant positions for the following facilities/work areas as follows:
  - (i) the Public Works Yard (one (1) Primary Attendant and one (1) Secondary Attendant);
  - (ii) the Municipal Office (one (1) Primary Attendant); and
  - (iii) the Arena and Leisure Facility (one (1) Primary Attendant and one (1) Secondary Attendant).
- (c) First Aid Attendant positions will be posted internally only in the manner provided for by Article 11.02, and external applications will not be accepted for such positions.
- (d) If there are no applicants for a First Aid Attendant position posted pursuant to subsection (c), the Employer may, at its sole discretion, designate a First Aid Attendant.
- (e) A Primary Attendant will be paid a First Aid Premium commensurate to their level of training as provided for by Schedule 'A'.
- (f) If the Primary Attendant is off-duty and the Secondary Attendant is working, the Secondary Attendant will be paid a First Aid Premium commensurate to their level of training as provided for by Schedule "A".

#### 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 **one dollar and fifty cents (\$1.50)** 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 **one dollar and fifty cents (\$1.50)** 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.

**19.13 Deduction of Union Dues**

- (a) The Employer will deduct from the remuneration paid to each employee, except those listed in Article 3.03, any dues, initiation fees or assessments levied in accordance with the Union Constitution and Bylaws.
- (b) The Union will provide the Employer with authorization cards for deduction of initiation fees, dues or assessments.
- (c) Assessments, Union dues and initiation fees will be deducted from an employee's remuneration at the commencement of employment and every month thereafter.

**19.14 Leisure Facility Advanced Instruction**

- (a) A Leisure Services Facility employee who is designated by the employer to instruct an advanced course shall be paid a premium of three dollars (\$3.00) per hour while preparing or instructing the course.
- (b) An advanced course is any course above and beyond usual swimming and aquafit lessons, including but not limited to:
  - 1. Bronze Star, Medallion, and Cross;
  - 2. Standard First Aid, or equivalent;
  - 3. Lifesaving Instructor;
  - 4. National Lifeguard;
  - 5. Lifesaving Society Swim Instructor; and
  - 6. Lifesaving Society Swim and Lifesaving Instructor
- (c) Preparation time will be assigned by the employer and shall follow the preparation time guidelines of the certifying organization. During such time, the instructor shall be relieved from their regular duties and responsibilities but may continue to serve as the Leisure Facility Shift Supervisor.
- (d) Where an incident occurs during preparatory time which requires the instructor's involvement, they shall be entitled to recoup any missed preparatory time as soon as is reasonably possible, and in no case later than by the end of the second subsequent shift for which they are scheduled.

**ARTICLE 20 – EMPLOYEE BENEFITS**

It is agreed that the levels of benefits provided shall not fall below the levels of benefits provided on December 31, 2023, plus any further negotiated improvements, or what is specified herein, whichever is better, except by mutual written agreement of the parties.

**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 dependents for: BC Government Medical Plan, Extended Health Benefits including eye care option at **five hundred dollars (\$500)** 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 dependent 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.

**(d) Professional Services**

The Extended Health Benefits plan shall include coverage for professional services including but not limited to the following practitioners to the maximum values indicated below in a calendar year:

Chiropractor/Osteopath: \$1000 per calendar year(s)

Podiatrist/Chiropodist: \$500 per calendar year(s)

Massage Therapist: \$1000 per calendar year(s)

Naturopath/Dietician: \$500 per calendar year(s)

Speech Therapist/Audiologist: \$500 per calendar year(s)

Physiotherapist/Athletic Therapist: \$1000 per calendar year(s)

Mental Health Services (including, but not limited to, Psychologist, Social Worker, Counsellor, Marriage and Family Therapist, Psychoanalyst, Psychotherapist, Online Mental Health Services, and any other reputable professional providing mental health supports): \$1200 per calendar year(s)

Acupuncturist: \$500 per calendar year(s)

The maximum for each specialty shall include up to two (2) x-rays as needed per calendar year(s), with a cap of the fee of thirty-five dollars (\$35).

- (e) Vision Care Prescription Glasses: \$500 per calendar year for persons under age 18 and \$500 every two calendar years for persons age 18 and over.

#### 20.02 Employer Contribution to Life Insurance Plan

- (a) The Employer shall pay one hundred percent (100%) of the cost of premiums of a life insurance policy with coverage of one-hundred and twenty-five thousand dollars (\$125,000) death and one-hundred and twenty-five thousand dollars (\$125,000) accidental death and dismemberment for each permanent employee.
- (b) The plan shall also provide an option amount of coverage to a maximum of another two hundred and fifty thousand dollars (\$250,000). Such coverage shall be at the total expense of the employee.
- (c) The plan shall further provide optional coverage for the employee's spouse to a maximum of two hundred thousand dollars (\$200,000). Such coverage shall be at the total expense of the 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 January 1, 2024, the maximum shall be increased to three thousand dollars (\$3,000) per month.**

#### 20.04 Pension Plan

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

#### 20.05 Retirement Age

In no case shall an employee solely by virtue of their age have their employment terminated.

## 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 seventy-five dollars (\$275.00) 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 Regulations 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 seventy-five (\$275.00) 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 all relevant bodies of law, including but not limited to the *Worker's Compensation Act* and WorkSafeBC 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. **A tradesperson required to use their own tools shall be paid a tool allowance of one percent (1%) of their regular hourly wage for all hours worked.**
- (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 No Harassment

The Employer agrees that all employees have the right to work without harassment of any kind, including but not limited to 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. The Employer will notify the Union of its intention to have work performed by contractors, and will, emergencies excepted, afford the Union the opportunity to review it, and discuss the viability of using employees to do the work, with the Employer prior to a final decision being made.

#### 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.

#### 22.10 Employment Standards Act

All leaves under Part 6 of the Employment Standards Act shall apply. Where leaves are provided within the Collective Agreement and exceed those in the Act, then the Collective Agreement language shall prevail.

#### 22.11 Domestic or Sexual Violence Leave

- (a) The Parties agree that the Domestic or Sexual Violence Leave provisions in Section 52.5 of the B.C. Employment Standards Act, as may be amended from time to time, shall be applicable to all employees covered by this Collective Agreement.
- (b) An Employee may access Domestic or Sexual Violence Leave by providing a request, in writing, to the Human Resources Department for leave for one or more of the purposes set out in Section 52.5(3) of the B.C. Employment Standards Act, as may be amended from time to time.
- (c) If an employee requests leave under paragraph (b) above, the employee is entitled during each calendar year to the paid or unpaid leaves as specified in Section 52.5(4) of the BC Employment Standards Act, as may be amended from time to time. The current leave entitlements set out in Section 52.5(4) are:
  - (i) Up to 5 days of paid leave;
  - (ii) Up to 5 days of unpaid leave; and
  - (iii) Up to 15 weeks of additional unpaid leave.
- (d) A leave under sub-paragraph (c)(i) or (ii) above may be taken by the employee in one or more units of time. A leave under (c)(iii) above must be taken by the

employee in one unit of time, unless the employer consents to more than one unit of time.

- (e) If requested by the Chief Administrative Officer, the employee must, as soon as practicable, provide to the employer reasonably sufficient proof in the circumstances that the employee is entitled to the leave.

## ARTICLE 23 – EQUIPMENT DEFINITIONS AND CLASSIFICATION

### 23.01 Equipment Definitions

(f) Light Equipment

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

(g) 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 license and endorsements to operate.

d) Heavy Equipment with Air

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

### 23.02 Equipment Classification

(a) Light Equipment

Pick-up trucks (1/2 ton, ¾ 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 and 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, 2024 to December 31, 2025 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.

COLLECTIVE AGREEMENT – DISTRICT OF HOUSTON AND CUPE LOCAL 2086  
January 1, 2024 – December 31, 2025


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THIS AGREEMENT SIGNED THIS 17 DAY OF SEPTEMBER, 2024.


DISTRICT OF HOUSTON:

CUPE LOCAL 2086:

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
For the Union **DAVE DUVAL**  
**PRESIDENT**

  
\_\_\_\_\_  
Chief Administrative Officer

  
\_\_\_\_\_  
For the Union **TONI VANDERWIEL**  
**VICE PRESIDENT**

COLLECTIVE AGREEMENT – DISTRICT OF HOUSTON AND CUPE LOCAL 2086  
January 1, 2024 – December 31, 2025

SCHEDULE "A"

JOB TITLE		01-Jul	01-Jan	01-Jan
		2023	2024	2025
		0.75	+ \$0.54, + 4.0%	+ 3.0%
Casual Clerk I		21.60	23.03	23.72
Office Assistant I	(0-3 months)	25.80	27.40	28.22
	(after 3 months)	26.41	28.03	28.87
Office Assistant II	(0-3 months)	31.06	32.86	33.84
	(after 3 months)	32.38	34.23	35.26
Office Assistant IIB <sup>(1)</sup>			35.51	36.57
Accounting Clerk I	(0-3 months)	29.08	30.81	31.73
	(after 3 months)	30.05	31.81	32.77
Accounting Clerk IIB <sup>(2)</sup>			33.92	34.94
Accounting Clerk II	(0-3 months)	32.74	34.62	35.65
	(after 3 months)	33.65	35.56	36.63
Municipal Service Worker I	(0-3 months)	30.72	32.51	33.49
	(after 3 months)	32.22	34.08	35.10
Municipal Service Worker II	(after 1 year)	32.80	34.67	35.71
*Refrigeration Operator I		33.40	35.30	36.36
*Refrigeration Operator II		33.70	35.61	36.67
Municipal Service Worker III		33.76	35.67	36.74
Municipal Equipment Operator:		Current Job Title Rate		
Municipal Equipment Operator I	(Light Equipment)	33.16	35.04	36.10
Municipal Equipment Operator II	(Medium Equipment)	34.08	36.00	37.08
Specialized Equipment Trainee	(Heavy Equipment)	34.67	36.62	37.72
Specialized Equipment Operator	(after 3 years)	35.65	37.63	38.76
Water & Wastewater Plant Operator: (*Environmental Operators Certificate Program)				
*Training Position		32.80	34.67	35.71
*Level I Certificate (Water or Sewer)		33.16	35.05	36.10
*Level II Certificate (Water or Sewer)		33.66	35.57	36.64
*Water & Wastewater System Operator		34.41	36.35	37.44
*Senior Water & Wastewater System Operator		35.79	37.78	38.92
Mechanic		35.18	37.15	38.26
Mechanic with Ticket		35.79	37.78	38.92
Working Foreman		36.40	38.42	39.57
Recreation Worker I		18.81	20.12	20.73
Recreation Worker II		24.27	25.80	26.58
Recreation Worker III		24.86	26.42	27.21
Student Labourer		21.84	23.28	23.97
PREMIUMS <sup>(4)</sup> :				
Lead Hand		1.00	1.50	1.50
Dirty Pay		0.75	1.25	1.25
Shift Premium		1.00	1.50	1.50
First Aid Ticket (designated attendant)				
Level 1		0.20	0.20	0.20
Level 2		0.25	0.25	0.25
Level 3		0.50	0.50	0.50
Tandem Axle Truck with Pup		0.50	0.50	0.50
*Refrigeration Certificate (Built in to Refrigeration Operator I & II wage rates)		0.50	0.50	0.50

COLLECTIVE AGREEMENT – DISTRICT OF HOUSTON AND CUPE LOCAL 2086  
January 1, 2024 – December 31, 2025

SCHEDULE "A"

JOB TITLE	01-Jul 2023 0.75	01-Jan 2024 + \$0.54, + 4.0%	01-Jan 2025 + 3.0%
<b>WAGES LEISURE FACILITY</b>			
Leisure Facility Supervisor	31.22	33.03	34.02
Head Lifeguard	27.70	29.37	30.25
Lifeguard II (NLS & WSI)	22.87	24.35	25.08
Lifeguard I (NLS or WSI)	18.98	20.30	20.91
Receptionist II	23.93	25.45	26.21
Receptionist I (applies only when Receptionist II is not working)	18.81	20.12	20.73
Facilities Maintenance Worker			
	(0-3 months)	30.72	32.51
	(after 3 months)	32.22	34.08
	(after 1 year)	32.80	34.67
Senior Facilities Operator	33.70	35.61	36.67
<b>PREMIUMS <sup>(4)</sup></b>			
Aquatic Shift Supervisor (applies only when the regular Aquatic Coordinator and the regular Head Lifeguard are not working)		1.50	1.50
Advanced Instructor		3.00	3.00
Lifeguard Instructor	0.85	0.85 <sup>(B)</sup>	0.85 <sup>(B)</sup>

- (1) 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.
- (2) 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.
- (3) This Premium shall not be increased as a result of the negotiated general wage increases.
- (4) Premiums shall be applied only when an employee is working and is qualified/entitled to receive such premium.

LETTER OF UNDERSTANDING #10

Between

DISTRICT OF HOUSTON AND CUPE LOCAL 2086

Use of Leisure Facility

The parties recognize the importance of the health and wellbeing of the employees and families that work for the District. In order to promote this health and wellbeing by encouraging active lifestyles the District of Houston will allow all District employees and their immediate family members access at no charge to the District leisure facility.


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

Signed this 17 day of SEPT, 2024.


DISTRICT OF HOUSTON:

CUPE LOCAL 2086:

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
For the Union **DAVE DUVAL**  
**PRESIDENT**

  
\_\_\_\_\_  
Chief Administrative Officer

  
\_\_\_\_\_  
For the Union **TONI VANDERWIEL**  
**VICE PRESIDENT**

LETTER OF UNDERSTANDING #13

Between

DISTRICT OF HOUSTON AND CUPE LOCAL 2086

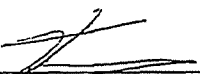
**Flex Time / Alternative Shift Schedules**

Should employees request a flex-time or alternate hours arrangement, the Employer and Union will meet to discuss the proposed arrangement on a case by case basis.


Signed this 17 day of SEPT, 2024.


DISTRICT OF HOUSTON:

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Chief Administrative Officer

CUPE LOCAL 2086:

  
\_\_\_\_\_  
For the Union **DAVE DUVAL**  
**PRESIDENT**

  
\_\_\_\_\_  
For the Union **TONI VANDERWIEL**  
**VICE PRESIDENT**

