

DISTRICT OF CHETWYND/CUPE LOCAL 3052
COLLECTIVE AGREEMENT JANUARY 1, 2016 – DECEMBER 31, 2019

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PREAMBLE

Whereas the Parties hereto wish to enter into an Agreement (hereinafter called the “Collective Agreement”) to set out the general terms and conditions of employment between the District of Chetwynd and members of CUPE Local 3052;

The following positions shall be excluded from the bargaining unit:

Chief Administrative Officer
Director of Corporate Administration
Director of Financial Administration
Deputy Director of Corporate Administration
Deputy Director of Financial Administration
Manager of Financial Services
Confidential Secretary
Director of Engineering and Public Works
Deputy Director of Engineering and Public Works
Public Works and Safety Coordinator
Director of Parks and Recreation
Manager of Leisure and Facility Services
Recreation Programs Manager
Deputy Director of Parks and Recreation
Recreation Manager
Leisure Pool Manager
Recreation Centre Instructors
Recreation Centre Aides
Healthy Communities Coordinator
Economic Development Coordinator
Victim Services Coordinator
Fire Chief
Utility Services Coordinator
Visitor Centre Manager

ARTICLE 1- PURPOSE

1.01 General

It is the purpose of both parties to this Agreement:

- 1) to maintain and further industrial peace and harmonious relations;
- 2) to improve the practices and procedures of collective bargaining;
- 3) to promote conditions favourable to the orderly and constructive settlement of disputes;
- 4) to encourage efficiency in operations;
- 5) to promote the morale and well-being of all employees in the bargaining unit.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 General

The management of the employer's affairs and operations and the direction of the working forces, including the hiring, promoting, transferring, demoting, and disciplining of employees, is vested exclusively in the Employer, except as may be otherwise specifically provided in this Agreement.

ARTICLE 3 - UNION RECOGNITION

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees, Local 3052 as the sole collective bargaining agent on behalf of those employees for whom the Union has been certified under the provisions of the Labour Relations Code and hereby agrees to negotiate with the Union aiming toward a peaceful and amicable settlement of any differences that may arise between them.

3.02 Right of Representation

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees, or any other advisors, when dealing or negotiating with the Employer. No representative, employee, or group of employees shall undertake to represent the Union at a meeting with the Employer without the proper authorization of the Union.

3.03 Union to Notify

The Union shall notify the employer in writing of the current officers, stewards, and committee members of the Union.

3.04 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer, or representatives of the Employer, which may conflict with the terms of this Collective Agreement.

ARTICLE 4 - DISCRIMINATION/SEXUAL HARASSMENT

4.01 General

There shall be no discrimination by the Employer or by the Union with respect to any employee as provided in the Human Rights Act of B.C., nor by reason of membership or activity in a trade union.

4.02 Harassment and Bullying

The Employer and the Union recognize the right of employees to work in an environment free from workplace harassment and bullying, and agree to cooperate in attempting to resolve in a confidential manner all complaints of harassment and bullying that arise in the workplace.

The Employer undertakes to take appropriate remedial action, including discipline in regard to employees or persons whom the District employs, who are shown to be engaging in harassment or bullying.

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The Employer further undertakes to take reasonable steps to protect employees against harassment and bullying by persons who are not employed by the District with whom employees come in contact during the performance of their duties.

Any complaint or allegation of workplace harassment or bullying on the part of employees or persons whom the District employs, which is not resolved under this Article (4) to the satisfaction of the employee making the allegation (the “complainant”) or where two (2) bargaining unit employees are involved, to the satisfaction of the employee against whom the allegation has been made (the “respondent”) shall be dealt with by the parties through the grievance procedure, commencing at Step 3.

4.03 Sexual Harassment

The Employer and the Union do not condone sexual harassment. Any complaint or allegation of sexual harassment affecting the workplace not satisfactorily resolved shall be dealt with by the parties through the grievance procedure.

4.04 Grievances

A grievance relating to a matter of alleged discrimination or sexual harassment may be launched at Step 3 of the Grievance Procedure.

ARTICLE 5 - UNION SECURITY

5.01 Union Membership

A regular or seasonal employee who joined the Union prior to the date of signing this collective agreement, shall remain a member of the Union, as a condition of employment.

All regular and seasonal employees commencing employment after the date of signing this collective agreement, shall become and remain members in good standing of the Union within 30 worked days of employment, as a condition of continued employment.

The employer shall notify the union of all new employees hired and their job classification and rate of pay, at the time of hiring.

5.02 Deduction of Fees and Dues

The Employer shall deduct fees and dues from the pay of each employee who shall provide, as a condition of employment, a signed written Assignment of Wages to the Union, substantially in the form contained in Section 16(2) of the Labour Relations Code.

5.03 Remittance to Union

The Employer shall remit to the Union, fees and dues deducted, by the fifteenth of the month following the month in which the deductions were made, together with a written statement containing the names of employees from whom deductions were made and the amount from each.

5.04 Union to Notify

The Union shall notify the Employer in writing of the current fees and dues, and deductions under the provisions of this Article shall only be made upon receipt and in accord with such notification.

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5.05 Tax Information

When Income Tax Information (T-4) slips are provided to an employee, the Employer will include the amount of Union fees and dues deducted in the previous year.

5.06 Acquainting Potential Employees

The Employer agrees to acquaint potential employees that a collective agreement is in effect, and with the conditions of employment set out in the Article dealing with Union Security.

5.07 Information for New Employees

The Employer will provide to each new employee prior to or on commencement of employment, a copy of the collective agreement, and a copy of the List of Union Officers supplied by the Union.

5.08 Union Security

On commencing employment, the employee's immediate supervisor shall introduce the new employee to his/her Union Steward or Representative. An Officer of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and his/her responsibilities and obligations to the Employer and the Union.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.01 Definition

Any difference arising between the Employer and the Union relating to the dismissal or discipline of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including a question as to whether a matter is arbitrable, shall be resolved, without stoppage of work, in accord with this Article, in order to provide an orderly and speedy procedure to settle a difference.

6.02 Steps to Settle

An earnest effort shall be made to settle grievances promptly in the following manner:

Step 1: The employee and the immediate supervisor will attempt to settle the matter. If the employee so wishes, the employee may be accompanied by a steward or union officer. From the time this step is commenced, they shall have two days to settle the matter at this step.

Step 2: The employee, and a steward or union officer, and the Department Head shall attempt to settle the matter which shall have been put in writing. The written grievance shall indicate the alleged breach of the Agreement and the proposed resolution. From the time this step is commenced, they shall have five days to settle the matter at this step. The response to the grievance shall be in writing.

Step 3: The Union and the Chief Administrative Officer shall attempt to settle the matter. From the time this step is commenced, they shall have seven days to settle the matter at this step. The response to the grievance shall be in writing.

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Step 4: A committee of Council, and the Union shall attempt to settle the matter. From the time this step is commenced, they shall have seven days to settle the matter at this step. The response to the grievance shall be in writing.

6.03 Launching Grievance

Any grievance must be launched within five days of the time the matter arose or of when the grievor reasonably could have become aware of the matter.

6.04 Advancing Grievance

If advancing an unsettled grievance to the next step of the Grievance Procedure, this must be done, in writing, by the grieving party within five days of the end of the period allotted to the last unsuccessful step.

6.05 Time Limits

The time limits may only be extended by mutual agreement of the Parties and in writing.

6.06 Policy Grievance

Where a dispute involves a matter of general application or interpretation: the Union may launch the grievance at Step 3; and the Employer may launch the grievance at Step 4.

6.07 Arbitration

If a grievance is not settled at Step 4, the grieving party (the Union or the Employer) may submit the matter to arbitration for final settlement. It shall do so by notifying the other party of the submission, together with the name of its nominee to the arbitration panel, using registered mail, within ten days of the final date at Step 4.

The other party shall respond by registered mail within five days of the receipt of the submission, indicating its nominee.

The two nominees, within ten days of the appointment of the second, shall choose a chairman.

Where there is failure to appoint a nominee or to agree on a chairman within five days of the final date for the respective appointment, either party may request the Director of the Collective Agreement Arbitration Bureau to make the appointment.

When a submission to Arbitration has been made, the parties may agree within five days of the submission to submit the matter to a single arbitrator. In such a case the parties will choose the arbitrator within a further ten days. If they cannot agree, either party may within a further ten days request the Director of the Collective Agreement Arbitration Bureau to make the appointment.

The provisions of the Labour Relations Code with respect to grievance arbitration shall apply.

6.08 Section 103 Included

If a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, an independent third party agreed to by the Employer and the Union shall, at the request of either party:

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- a) investigate the difference;
- b) define the issue in the difference; and
- c) make written recommendations to resolve the difference within 30 days of the date of receipt of the request; and for those 30 days from that date, time does not run in respect of the grievance procedure.

Each party to this Agreement shall bear one-third of the cost incurred for payment of reasonable remuneration, travelling, and out-of-pocket expenses of the person named or the substitute; with the Minister of Finance and Corporate Relations paying one-third.

6.09 "Day" Defined

In this Article, "day" means a working day.

6.10 Expedited Arbitration

By mutual agreement of the parties, an unresolved grievance proceeding to arbitration may be referred instead to an expedited or "fast-track" arbitration, which shall be chaired by a mutually agreed-to arbitrator, who shall agree to have the hearing governed by the following criteria.

- (a) No legal counsel will be used by either party. The Union will use elected officers of the Local or a National Representative. The Employer will use either its excluded staff or its consultant.**
- (b) The parties will try to arrive at a prepared, agreed-to statement of facts for joint presentation to the arbitrator.**
- (c) The procedure guidelines for expedited arbitration are agreed to be as follows:**
 - i. Opening Statement**

A short concise statement of the issues will set out the case from each party's perspective. The appointee will seek at this point to define the real issue and to determine what evidence is agreed to and what is not.
 - ii. Hearing**

Sufficient witnesses shall be called to ensure the facts and allegations are adequately canvassed. Where it is an issue of credibility or conflicting evidence, key individuals may be required by the appointee to testify.
 - iii. Argument**

The parties will not cite exhaustive arbitral jurisprudence but will normally refer to Brown and Beatty or Palmer for summary purposes.
 - iv. Decision**

If an attempt at a mediated settlement fails or is not appropriate, and if the ensuing arbitral decision can be rendered after a short deliberation, the arbitrator will do so.

ARTICLE 7 - DISCHARGE AND DISCIPLINE

7.01 Cause

The Employer shall not dismiss or discipline an employee bound by this Agreement except for just and reasonable cause or as provided in Article 9.03.

7.02 Grievance Involving Discharge, Discipline

A grievance involving a matter related to discharge or discipline may be launched at Step 2 of the Grievance Procedure.

7.03 Steward in Attendance

When a supervisor intends to interview an employee for disciplinary purposes, the supervisor will so notify the employee in advance. At such a meeting, or if the employee believes that any discussion with the supervisor might be the basis of disciplinary action, the employee may, if the employee so wishes, be accompanied by a steward or union officer, provided this does not result in an undue or unreasonable delay of the meeting, discussion, or of the action to be taken.

7.04 Personnel Records

An employee has the right of access to that employee's personnel file, upon giving reasonable notice to the Employer, and shall be permitted to photocopy documents in it. Any employee shall have the right to respond in writing to any document contained therein, and such reply shall form part of the permanent record.

The Employer will not introduce as evidence in any arbitration hearing, any disciplinary document from the employee's personnel file, the existence of which the employee was not aware.

ARTICLE 8 - SENIORITY

8.01 Seniority Defined

Seniority for all regular employees will constitute length of service with this employer. Seniority is accumulated from the last starting date. A probationary employee does not accumulate seniority. Seniority is credited when an employee becomes a regular employee. An employee granted a leave of absence of more than six (6) months under Article 16.08, shall not accumulate seniority for the period of the leave.

8.02 Seniority List

The Employer shall maintain a seniority list and which will show the date each employee commenced accumulation of seniority. An up-to-date list will be posted on appropriate bulletin boards and will be sent to the Union, each January.

8.03 Loss of Seniority

An employee shall lose seniority and shall no longer be an employee in the event the employee:

- a) is discharged for just cause;
- b) voluntarily terminates;

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- c) is absent from work without notification in excess of five working days without acceptable cause to the Employer;
- d) is on lay-off and recall rights expire;
- e) fails to comply with the terms of the recall provisions;
- f) is paid severance pay;
- g) retires.

8.04 Appointment Outside Unit

An employee appointed to a position outside the bargaining unit, within ninety (90) days worked of such appointment, can choose to return or can be returned to the position held in the bargaining unit. In such a case the employee's seniority as at the date of the outside appointment shall be restored. Any other employee promoted or transferred as a result of the appointment shall also be returned to former position, and any employees who may have been hired shall be terminated without notice.

8.05 Application of Seniority

Seniority shall be applied in accordance with the terms of this Agreement, and where applied, it shall be applied on a bargaining-unit wide basis, unless specified otherwise.

ARTICLE 9 - STAFF AND STAFF CHANGES

9.01 Job Postings

When a new position is created or a vacancy occurs for a regular position or a term position expected to be longer than three (3) months in duration, in the bargaining unit, the Employer shall post notice of the position on appropriate bulletin boards for at least seven calendar days. However, vacancies for Labourer (Student) or Office Assistant 1 (Student) do not have to be posted.

9.02 Information on Postings

Such posting will contain the following information:

- nature of the position; qualifications; required skills, knowledge and education; current shift, hours of work, location, and wage rate or salary range.

9.03 Probation

A person hired for a regular position shall serve a probationary period of sixty days worked to determine competency and suitability, as judged by the Employer, for the position and for service with the Employer. The employee may be terminated at any time during the probationary period, without notice, at the discretion of the Employer. Upon successful completion of the probationary period, the employee shall be considered a regular employee.

An employee promoted from a part-time, term or casual position to a regular full-time position in the same classification shall be deemed to have already served his/her probation period provided that the employment time is equal to the probation period.

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9.04 Trial

If a regular employee is appointed (whether by promotion, demotion or transfer) to fill a position, the employee shall be placed on trial in the new position for a period of forty-five (45) days worked. Conditional on satisfactory service, as judged by the Employer, the employee shall be considered permanent in the new position upon completion of that trial period.

In the event the employee is judged by the Employer, at any time during the trial period, to be unable to perform the duties of the new classification or to be unsatisfactory, or if at any time during the trial period the employee so decides, the employee shall be returned to the employee's former position, except in the case of bumping or demotion. Any other employee promoted or transferred as a result of the appointment, shall also be returned to former position, and any employee who may have been hired may be terminated without notice.

9.05 Selection

In filling job vacancies, including promotions and transfers, the position shall be filled based upon qualifications, skills, and ability to perform the job. If qualifications, skills, and abilities are relatively similar, then seniority shall prevail.

On completion of ninety (90) calendar days worked in a 12 month period, term employees shall have such days accrued and considered as if seniority for the sole purpose of being considered for employment in a posted regular position when applying for same. This shall not apply to a student employee in Labourer (Student) or Office Assistant 1 (Student) classifications, or if 12 months has passed without any days worked.

If a regular part-time employee is appointed to fill a term full-time position, the employee shall maintain their benefits and current pay rate or the term pay rate whichever is the higher of the two pay rates.

9.06 Classifications

The classifications shall be as listed in Schedules A and B.

There shall be a Classification Specification, prepared by the Employer, for each classification in Schedules A and B. A copy of each of the Specifications, and any changes made thereto from time to time, shall be provided to the Union.

If a new classification is established by the Employer, or if a substantial change is made to any existing Classification Specifications, the rate and Classification Specifications will be established by the Employer and the Union will be advised. The position can be filled following normal procedures. If the Union objects to the new rate, in writing, within 30 days, the Parties will meet to negotiate the rate. If the parties cannot agree on the rate, the rate will be determined by a one-person arbitration board established as provided in the final step of the grievance procedure. The Specifications will not be finalized until the Employer and the Union have discussed the contents if the Union, within 30 days of receipt of the Specifications, indicates it wishes to do so.

If an employee believes that as a result of changes in duties, they no longer substantially fall within the employee's classification, the employee may apply for reclassification to another or a new classification. The application will be considered by the Employer and if the employee is not satisfied with the result, the Union may process the matter of the appropriate classification at Step 3 of the grievance procedure. Should no settlement be reached, the arbitration step may be utilized with a one-person arbitration board. The arbitrator, in such a case, is limited to determining which of the existing classifications is appropriate, or requiring the Employer to establish a new one which is appropriate.

ARTICLE 10 - LAYOFF AND RECALL

10.01 Definition of Layoff

A layoff is a temporary or indefinite and involuntary

- a) separation of an employee from employment, or
- b) a reduction of hours of work of a full-time employee due to (i) insufficient work,
 - (ii) insufficient current operating funds budgeted, or
 - (iii) a change in the organizational structure, or
 - (iv) discontinuation or reduction of a program, activity or service of the employer.

10.02 Layoff Order and Notice

In the event of layoffs, such layoffs shall be in reverse order of seniority, provided the persons involved have the skills, knowledge and abilities to do the jobs.

Except as otherwise provided in this Agreement, regular employees shall be given ten working days' notice of lay-off or pay in lieu of notice, except in emergency circumstances.

10.03 Bumping

Subject to skills, knowledge, and ability to perform all the duties and responsibilities of the classification and the specific job with a reasonable familiarization period, the Employer agrees that in the event of a lay-off in excess of three working days, a regular employee laid-off shall have the opportunity of bumping any other employee in a classification with the same or a lower pay maximum and with less seniority. A regular employee so bumped may under the same conditions bump any other employee.

A regular employee who wishes to bump any other employee shall advise the Employer of this decision within three working days of receipt of notice of lay-off. An employee who is bumped shall be laid-off with notice, or pay in lieu of notice, and a regular employee in such a situation who in turn chooses to bump shall advise the Employer of this decision within three working days of the receipt of the lay-off notice; and so on.

A regular full-time employee who can bump can bump a regular full-time or regular part-time employee. A regular part-time employee can only bump another regular part-time employee.

10.04 Recall Rights

Regular employees who have been laid-off shall have recall-to-employment rights for twelve (12) months from the effective date of the layoff. An employee who is recalled shall lose recall rights if the employee fails to return to work on the date specified, or ten working days after the notice is given if the date of return to work is within ten days of the date of notice to return. An offer by the Employer of an appointment as a casual employee or as a term employee does not affect the recall rights of the employee on lay-off, whether the offer is accepted or not.

10.05 Recall

Employees on layoff shall be recalled to classifications at the same or lower rate of pay in the order of seniority, provided the persons involved have the skills, knowledge, and abilities to do the jobs.

An employee on layoff with recall to work rights shall be recalled to a vacant position in the classification from which laid-off, without the vacancy being posted.

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Notice of recall shall be made by telephone, or if unsuccessful, by registered mail to the last mailing address of the employee known to the Employer. It is the responsibility of the employee with recall rights to keep the Employer informed in writing of the employee's current address and telephone number.

New bargaining unit employees shall not be hired until qualified employees on lay off with recall to work rights have been given an opportunity for recall.

10.06 Severance Pay

A regular employee who is laid-off may, relinquishing recall-to-employment rights, elect to be paid severance pay in accord with the following schedule:

- a) two week's pay where the employee has completed at least six months' consecutive service;
- b) after the completion of three years' consecutive service, one additional week's pay; and for each subsequent completed year of consecutive service, an additional week's pay; up to a maximum of eight weeks' pay in total.

A "week's pay" means the pay for the normal work week of the employee involved at the rate in effect on the effective date of the lay-off.

The election by the employee to be paid severance pay must be made and the Employer so advised within thirty (30) days of the effective date of the lay-off.

10.07 Grievances

A grievance related to the matter of lay-off, recall, bumping, or severance pay may be launched at Step 2 of the grievance procedure.

ARTICLE 11 - HOURS AND DAYS OF WORK

11.01 Full-time

- a) The normal work pattern for a full-time employee shall provide five (5) consecutive work days followed by two (2) consecutive days off, which for overtime calculation purposes shall be considered to be in the same work week.
- b) The normal work day for all full-time employees in classifications in Schedule A shall be eight hours, exclusive of meal period.
- c) The normal work day for all full-time employees in classifications in Schedule B shall be seven and one-half hours, exclusive of meal period.
- d) Other arrangements can be made upon mutual agreement of the Union and the Employer.
- e) Except in the Recreation Centre (which includes the Leisure Pool), there shall be no split shifts. In the Recreation Centre (which includes the Leisure Pool) any split shifts shall be completed within twelve (12) hours from start to finish, or the time worked beyond the twelve (12) hour span shall be paid at time and one-half the employee's basic rate of pay.

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11.02 Part-time

A regular part-time employee is an employee who normally works fewer hours in a day and/or fewer days in a week than a regular full-time employee in the same classification. The normal work pattern for a regular part-time, part-time term or seasonal employee shall provide for two consecutive days off.

11.03 Rest/Meal Periods

An employee who works the complete first half of a full-time shift shall be allowed a fifteen-minute rest period on the job site during that half-shift; and an employee who works the complete second half of a full-time shift shall be allowed a fifteen-minute rest period on the job site during that half-shift.

An employee working a shift of more than four hours shall be entitled to a meal period, without pay, scheduled at an appropriate time.

The length of the meal period shall be not less than thirty minutes and not more than sixty minutes.

An employee required to be on duty during a meal period shall have 30 minutes and be paid for such meal period and the period shall be considered as part of the normal work day hours on such days.

11.04 Minimum Guarantee

An employee who reports for work on the employee's regular schedule will be paid the employee's regular basic rate of pay, with a minimum of two hours' pay, unless the shift has been canceled due to inclement weather or Act of God, and an announcement that the shift has been canceled has been broadcast on the local radio station at least one hour prior to the scheduled start of the shift.

An employee, except for part-time and casual employees when working at the Recreation Centre (which includes the Leisure Pool), who commences work on the employee's regular schedule will be paid a minimum of four hours' pay, at the employee's regular basic rate of pay.

11.05 Call-Out

An employee who is called out to work outside that employee's regular working hours, without previous notice, shall be paid for a minimum of **three** hours on their regular scheduled day off and a minimum of two hours when called back to work on a regular working day. Call out shall be paid at a rate of one and one-half times the employee's basic rate for the first **three** hours and double time thereafter. Only the actual amount of time actually worked shall be counted in the hours worked for overtime calculations.

11.06 Shift Change

If twenty-four (24) hours' notice of a change in a regular, term or seasonal employee's starting time, or eight (8) hours' notice in the case of a starting time change for such an employee to engage in early morning snow removal, is not given, the hours on the new shift prior to the starting time of the former shift shall be paid at the rate of time-and one-half the employee's basic rate. The notice is to be calculated to the new starting time.

11.07 Standby

Standby shall be paid only for those positions deemed to be essential services – water and sewer - and shall be paid on weekends only. An employee who is required to be on standby during the off hours of the weekend shall be paid \$120.00 for the period from 3:30 p.m. Friday to 7:00 a.m. Monday and \$60.00 for each additional weekend day (ie. statutory holidays). If an employee is required to attend the problem area, they shall receive additional payment in accordance with Article 11.05.

ARTICLE 12 - OVERTIME

12.01 Overtime Defined

Overtime shall be paid for all time worked in excess of the normal full-time day or full-time week for an employee in that classification [see Articles 11.01(a), (b), and (c)].

12.02 Overtime Rates

Overtime shall be paid at the rate of one-and-one-half times the employee's basic rate for the first two (2) hours of overtime on any day, and two times the employee's basic rate for overtime beyond that. However, all overtime beyond 48 hours of work (including overtime hours already worked) in the seven-day period shall be at two (2) times the employee's basic rate of pay.

Instead of cash payment for overtime an employee may choose to receive time off in lieu at the appropriate overtime rate at a mutually agreed upon time between the employee and his/her supervisor. An employee shall inform his/her supervisor of his/her choice of such time off in lieu of payment for overtime work. Time off in lieu shall be taken within one year of the date it was credited or paid out at the applicable rates. An Employee may accumulate to a maximum of one (1) week in overtime bank. Bank time shall be calculated and paid out based on dollars earned.

12.03 Authority

Overtime must be authorized by the Employer in advance, except in an emergency.

12.04 Breaks During Overtime

If overtime continues from the end of regular working hours for more than three hours, a fifteen-minute paid break will be provided and a meal allowance of **\$17.00** will be paid. A similar fifteen-minute paid break will be provided every three hours thereafter that the overtime continues.

ARTICLE 13 - PAYMENT OF WAGES

13.01 Schedules of Rates

The Employer shall pay wages in accordance with Schedules A and B attached hereto and forming part of this Agreement. On each payday each employee will be provided with an itemized statement of wages, overtime worked, deductions, etc.

13.02 Paydays

Employees will be paid every two weeks.

13.03 Acting Temporary Higher Capacity

Any employee who is temporarily required to accept substantially the responsibilities and carry out the duties of a position in a higher classification for at least one-hour, shall be paid at the higher rate for all hours worked in the higher classification as if promoted to the position. If the temporary assignment is to a position in a lower classification, the employee will continue to be paid at the employee's regular rate.

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13.04 Night Premium

An employee whose regular schedule requires the employee to start work on any day between 11 p.m. and 4.30 a.m. shall be paid a premium of \$1.50 per hour, effective signing date of the agreement over the employee's basic pay for all hours worked on that day.

An employee working on a shift, which starts prior to 11:00 p.m. shall be paid a premium of the same amount as in the previous paragraph for each hour after midnight worked on straight time.

13.05 Sanitary Sewage Premium

An employee required to work in direct contact with sanitary sewage shall be paid a premium of \$1.50 per hour, effective signing date of the agreement, over the employee's basic rate for each hour so worked. An employee working on the sewer flushing unit shall receive this premium when using the unit to handle raw sewage.

13.06 Rate of Pay on Promotion, Transfer or Demotion

An employee who is promoted (i.e., moves to a position in a higher pay classification) shall move to the higher salary scale and be paid on the first step of the higher scale that results in a salary increase.

An employee who is transferred (i.e., moves to a position in another classification at the same pay scale) shall not change pay rate.

An employee who is demoted (i.e., moves to a position in a lower pay classification) shall move to the lower salary scale and be paid on the step of the new scale that results in the smallest salary decrease.

An employee who substantially performs duties of a supervisor in an excluded position (non-union) shall be paid a premium of \$3.00 an hour, effective signing date of the agreement. If an employee is called out to perform their normal duties and not the duties of a supervisor beyond normal shift hours the Collective Agreement will apply and they will be compensated at overtime rates. The position being vacated by a bargaining unit member will automatically be filled by moving the senior qualified employee into the position. A position that is expected to be vacant for longer than two weeks shall be posted in accordance with the collective agreement.

ARTICLE 14 - EMPLOYEE BENEFITS

14.01 General

All benefits plans coverages, terms, conditions, and specific eligibility requirements shall be governed by the actual terms and conditions of the benefits plans as amended from time to time. Any descriptions in this Agreement are provided for the purpose of general information. The level of benefits shall not be decreased during the life of the agreement except by mutual agreement.

14.02 Premiums and Health and Welfare Plans

The Employer will pay 100% of the premiums for the Health and Welfare Plans in Article 14.02 (a) to (f) inclusive and 14.02 (h), for all regular full-time employees and those regular part-time employees who normally work 20 hours or more per week.

Each regular full-time employee and those regular part-time employees who normally work 20 hours or more per week will pay 100% of the premium for the Health and Welfare Plan in (g) - Long Term Disability. Upon the request of an employee receiving weekly indemnity benefits, the employer will

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advance payment of LTD premiums for that employee; and the employee will repay the employer in a lump sum and/or through deductions from regular pay over a period not to be longer than the period over which the premiums were advanced

- a) Medical Plan - Medical Services Plan of B.C.
 - participation is voluntary;
 - coverage begins at the beginning of the month after one (1) month of employment.

- b) Extended Health Insurance
 - participation is voluntary;
 - coverage begins at the beginning of the month after one (1) month of employment;
 - pays 100% of eligible expenses, including oral contraceptives, with deductible of \$25 per annum, and with lifetime maximum of one million per insured person;
 - coverage includes vision care with maximum payment of **\$650.00** in a 24-month period per insured family member;
 - RX Card will be provided by employer;
 - coverage includes orthotics within a 5 year period, maximum payment of \$ 1,000, reimbursement upon receipt, per insured family member (including orthotic inserts);
 - coverage includes hearing aids within a 5 year period, maximum payment of \$2,500.00, reimbursement upon receipt, per insured family member.

- c) Dental Insurance
 - participation is a condition of employment (if not covered elsewhere);
 - coverage begins at the beginning of the month following three (3) months of employment;
 - pays 100% of Plan A - basic services;
 - 80% of Plan B -major services, no annual maximum; and
 - 50% of Plan C -orthodontic services, with a lifetime maximum of **\$5,000** per person.

- d) Group Life Insurance
 - application is a condition of employment (subject to carrier's acceptance);
 - coverage begins after one (1) month of employment;
 - cover is \$50,000, increasing to \$100,000;
 - dependent cover: \$1,000 spouse, \$500 child.

- e) Accidental Death & Dismemberment
 - application is a condition of employment (subject to carrier's acceptance);
 - coverage begins after one (1) month of employment;
 - maximum cover is same as group life.

- f) Weekly Indemnity Plan
 - participation is compulsory;
 - coverage begins at the beginning of the month following three (3) months of employment;
 - provides 66 2/3 % of weekly earnings to maximum of weekly EI payment, to a maximum weekly earnings of **\$800.00**, for up to 26 weeks, with an option to “top-up” from available sick day allowance;
 - 1st day coverage for accident/injury;
 - 4th day coverage for illness.

- g) Long Term Disability Plan
 - participation is compulsory;
 - coverage begins at the beginning of the month following three (3) months of employment;
 - provides 66 2/3% of monthly earnings to maximum of \$2,500 per month;
 - payments commence from end of weekly indemnity plan payments.

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- h) Employee and Family Assistance Program
- participation is compulsory;
 - coverage begins at the beginning of the month following three (3) months of employment;
 - the program may be discontinued at any time by the District, should the program no longer be readily available in Chetwynd.

14.03 Superannuation/Retirement

Participation in the pension plan established pursuant to the Public Sector Pension Plans Act shall be on the following basis:

- a) every regular full-time employee shall participate commencing at the beginning of the month following successful completion of probation;
- b) every regular part-time employee can choose to participate or not, and the decision to participate can be made commencing at the beginning of the month following successful completion of probation, or thereafter;
- c) every other employee (seasonal, casual) can choose to participate or not, provided the employee meets the minimum standard of qualifications for enrollment under the Public Sector Pension Plans Act (i.e. has completed two years of continuous employment with the District with earnings of not less than 35% of the year's maximum pensionable earnings in each of two consecutive years).

Every employee covered in (b) and (c) above shall complete and sign the option form confirming whether the employee wishes to join the pension plan or declines the option of joining the pension plan. The form shall be provided by the employer.

An employee must retire no later than the maximum age specified in the Public Sector Pension Plans Act.

14.04 Sick Leave

- a) Sick Leave shall be defined as leave of absence without loss of pay granted by the employer to a regular employee who normally works twenty (20) hours per week or more and who is unable to work because of illness or non-compensable accident.

Such an employee who is in receipt of pay throughout a calendar year may receive such leave without loss of pay for up to eight (8) days in that calendar year. An employee who is in receipt of pay for less than a full calendar year may receive such leave without loss of pay to a maximum number of days based on two (2) days of leave for each three (3) calendar months. The days of leave without loss of pay for a calendar year shall be advanced to an employee and any unused days may be carried over into the next calendar year to be used for top up of weekly indemnity to 100 percent of regular hourly pay. Any sick leave not used at the end of each calendar year shall be paid out at 50 percent of the amount of sick leave accrued but not used.

- b) The employer may request a certificate from a qualified medical practitioner confirming illness, disability or fitness-to-work.

- c) **Proration of Sick Leave Entitlement**

Sick leave, as per Article 14.04, shall be calculated on a pro-rated basis for all employees receiving twenty (20) hours per week or more, based on the regular hours worked.

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14.05 WCB Supplement

At the employee's option, a regular employee receiving Workers' Compensation Board wage loss benefits, shall be paid by the Employer an additional amount which brings the employee's total pay to equal the employee's normal net pay. A deduction of one-quarter (1/4) day shall be made from the employee's available sick leave for each such day, and the additional payment shall be made only so long as this deduction can be made.

14.06 EI Rebate

Any amount payable to an employee as the result of a rebate of EI premiums shall be applied to help meet the cost of the Employer's share of premiums for health and welfare benefits in this Article.

ARTICLE 15 - ADJUSTMENT PLAN

15.01 General

The Parties agree to be bound by the provisions of Section 54 of the Labour Relations Code. Any severance pay payable shall be on the same formula as is used in this Agreement for severance pay in lieu of recall rights following a lay-off.

If the terms, conditions or security of employment of a significant number of employees are affected, notice of ninety (90) days will be given to the Union.

ARTICLE 16 - LEAVES OF ABSENCE

16.01 Bereavement (Regular and Seasonal Employees)

Upon written request to the employee's immediate supervisor, an employee shall be granted a maximum of three days of leave of absence, without loss of pay, on the employee's normal working days in the case of death of a parent, parent-in-law, step-parent, spouse, common-law spouse, child, child-in-law, brother, brother-in-law, sister, sister-in-law, grand-parent, grand-child, in order to attend the funeral and to deal with other immediate requirements. Such leave will not be unreasonably withheld. Where the funeral occurs beyond a distance of 700 kms by road, such leave without loss of pay, may be for up to six normal working days in the eight days immediately following the death, to allow time for travel.

16.02 Funeral (Regular and Seasonal Employees)

An employee shall be granted up to one day of leave of absence, without loss of pay, to attend a funeral as a mourner. This is not in addition to bereavement leave.

16.03 Pregnancy and Parental Leave (Regular and Seasonal Employees)

Employees shall be granted Pregnancy and Parental leave as per the Employment Standards Act, sections 50 and 51:

Section 50 - Pregnancy leave

1. A pregnant employee who requests leave under this section is entitled to up to 17 consecutive weeks of unpaid leave

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- a) beginning
 - (i) no earlier than 11 weeks before the expected birth date, and
 - (ii) no later than the actual birth date, and
 - b) ending
 - (i) no earlier than 6 weeks after the actual birth date, unless the employee requests a shorter period, and
 - (ii) no later than 17 weeks after the actual birth date.
2. An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to 6 consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.
3. An employee is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under subsection (1) or (2).
4. A request for leave must
- a) be given in writing to the employer,
 - b) if the request is made during the pregnancy, be given to the employer at least 4 weeks before the day the employee proposes to begin leave, and
 - c) if required by the employer, be accompanied by a medical practitioner's or nurse practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (3).
5. A request for a shorter period under subsection (1) (b) (i) must
- a) be given in writing to the employer at least one week before the date the employee proposes to return to work, and
 - b) if required by the employer, be accompanied by a medical practitioner's or nurse practitioner's certificate stating the employee is able to resume work.

Section 51 - Parental Leave:

1. An employee who requests parental leave under this section is entitled to,
 - a) for a parent who takes leave under section 50 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 35 consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under section 50 unless the employer and employee agree otherwise,
 - b) for a parent, other than an adopting parent, who does not take leave under section 50 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event, and
 - c) [Repealed 2011-25-327(c).]
 - d) for an adopting parent, up to 37 consecutive weeks of unpaid leave beginning within 52 weeks after the child is placed with the parent.

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2. If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to an additional 5 consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (1).
3. A request for leave must
 - a) be given in writing to the employer,
 - b) if the request is for leave under subsection (1) (a), (b) or (c), be given to the employer at least 4 weeks before the employee proposes to begin leave, and
 - c) if required by the employer, be accompanied by a medical practitioner's or nurse practitioner's certificate or other evidence of the employee's entitlement to leave.
4. An employee's combined entitlement to leave under section 50 and this section is limited to 52 weeks plus any additional leave the employee is entitled to under section 50 (3) or subsection (2) of this section.

16.04 Paternity Leave (Regular and Seasonal Employees)

An employee shall be granted three days of leave of absence, without loss of pay, to attend to parental responsibilities at the time of the birth of a child of the employee.

16.05 Jury Duty (Regular and Seasonal Employees)

Employees who are requested by law to serve as jurors or witnesses in any court and who are not personally involved in the case shall be granted leave of absence, without loss of pay, for this purpose. The employee shall deposit with the Employer proof of service and any monies received other than for expenses.

16.06 Family Responsibility

An employee will be granted up to five days per calendar year, three such days without loss of pay and an additional two such days, to be granted through the employee's accumulated sick leave, to meet responsibilities related to:

- a) the care, health, education of a child in the employee's care;
- b) the care or health of any other member of the employee's immediate family (spouse, child, parent, guardian, sibling, grandchild or grandparent of the employee, and any other person who lives with the employee as a member of the employee's family).

16.07 Union Leave of Absence

- a) Union business

Union officers shall be granted leaves of absence, without pay, for the business purposes of the union other than union conventions and seminars. At least two weeks' notice must be given, in writing, and the leave will be granted provided it does not unduly interfere with the Employer's operations.

- b) Union Officers, Stewards, Committee Members

Union officers, stewards, and committee members shall be granted leaves of absence, where necessary, without loss of pay, to carry out their functions under this Agreement involving investigation and

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processing of grievances and arbitrations, and attendance at meetings of Joint Committees established under this Agreement. Permission to leave work shall be obtained from the immediate supervisor, and the leave will be granted provided it does not unduly interfere with the Employer's operations.

c) Union Conventions and Seminars

An employee elected or appointed to represent the Union at conventions or seminars shall be granted leave of absence, without pay. Up to two employees may be granted such leave at one time. At least two weeks' notice must be given, in writing, and leave will be granted provided it does not unduly interfere with the Employer's operations.

d) Administering Union Leaves Without Pay

An employee granted "Union Leave of Absence" without pay pursuant to this clause shall continue to receive payment from the Employer as if the employee was not on leave. Upon receiving an invoice, the Union shall reimburse the Employer for the pay, plus 20% for benefit and other costs, for the leave period.

16.08 General Leave

The Employer, at its discretion, may grant leave of absence without pay to any employee requesting such leave for good and sufficient purpose. Requests for such leave shall be made at least ten days in advance, where possible.

ARTICLE 17 - GENERAL HOLIDAYS

17.01 Days Listed

General holidays are:

New Year's Day	Victoria Day	Thanksgiving Day
Family Day	Canada Day	Remembrance Day
Good Friday	B.C. Day	Christmas Day
Easter Monday	Labour Day	Boxing Day

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

17.02 Entitlement/Pay - Regular Full-time Employee, Regular Part-time Employee (working 20 hours plus per week) & Seasonal Employee

When a General Holiday falls on a regular full-time employee's, regular part-time employee's (working 20 hours plus per week) and seasonal employee's scheduled work-day, the Employer shall give the employee the day off without loss of pay.

When a General Holiday falls on a day when a regular full-time employee, regular part-time employee (working 20 hours plus per week) and seasonal employee is not scheduled to work, the Employer shall give the employee a day off in lieu without loss of pay. This shall be either on the next scheduled work day of that employee, or on another mutually acceptable day.

A regular full-time, regular part-time (working 20 hours plus per week) and seasonal employee who works on a general holiday:

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- a) shall be given another day off in lieu without loss of pay on the first scheduled work day of that employee following the General Holiday, or on another mutually acceptable day. (or at the option of the employee will be paid the equivalent cash value of that day off but will not receive a day off in lieu); and
- b) shall be paid for hours worked on the General Holiday at the rate of one-and-one-half times the employee's basic rate;
- c) shall be paid for one (1) hour of time at the rate of one-and-one-half times the employee's basic rate, on each occasion when the employee's only assignment on the General Holiday is to check equipment and/or gauges.

17.03 Entitlement/Pay - Part-time Employees (working less than 20 hours per week) and Casuals

A part-time employee (working less than 20 hours per week) and a casual employee shall be paid general holiday pay of 4.4% of gross pay on each pay cheque in lieu of being paid for any named general holiday as it occurs.

17.04 On Day of Vacation

When an employee is on vacation leave and a general holiday occurs, the general holiday shall not count as a day of vacation.

ARTICLE 18 - VACATION LEAVE

18.01 Vacation Year

The vacation year shall be the calendar year.

18.02 Vacation Leave Entitlement - Regular Employees

0 – 1 years of service	2 weeks
After 1 to 5 years of service	3 weeks
After 5 to 10 years of service	4 weeks
After 10 to 15 years of service	5 weeks
After 15 and any subsequent years of service	6 weeks

Vacation leave with pay is pro-rated for part years of service, based on complete calendar months of service.

Such vacation leave with pay shall be taken during the calendar year in which it is being earned, and any as yet unearned days of vacation leave with pay in that calendar year shall be an advance (repayable) to the employee.

An employee on probation shall not be allowed to take vacation leave with pay during the probationary period.

18.03 Vacation Blocks

If a choice between employees for vacation leave time is required, the leave shall be granted on the basis of seniority.

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Normally, a maximum of ten days of vacation leave shall be allowed to an employee during the months of July and August.

If sufficient days are available to credit, employees shall take annual vacation leave in blocks of at least one week. Under special circumstances and with the approval of the Employer, vacation leave of less than a week can be granted.

18.04 Carryover of Vacation Time

By mutual agreement of the employer and the employee, an employee can carry over to the following year a maximum of one week of vacation leave.

- 1. The Parties' understanding of 'mutual agreement' is given 'without prejudice' to any management rights detailed in any other article or section contained in this Collective Agreement.**
- 2. 'Mutual agreement' shall be where both the employer and the employee agree upon the settlement of a situation.**
- 3. The employer will not unreasonably withhold agreement to requests for vacation carryover.**
- 4. The following criteria shall apply:**
 - a. Vacation carryover shall be for a specific purpose.**
 - b. Vacation carryover shall be 'tacked on' to the following year's entitlement in a consecutive manner, and the dates shall be clearly identified at the time of the request for carryover.**
 - c. Vacation carryover shall not conflict with any work schedules and/or vacation times of other employees.**
 - d. Requests for vacation carryover shall be in writing and notified to the employer prior to October 31st of the year the entitlement is earned in.**
- 5. That the vacation time credit carried over be at the pay rate as at December 31st of the year the entitlement is earned in. This to be calculated:**

Hourly rate @ December 31st x number of hours carried over.

This dollar amount will be applied as a credit against the carried over vacation time when it is paid.

- 6. Examples of 'specific purposes':**
 - a. holidays/trips that involve extensive and/or expensive travel time or cost.**
 - b. to attend specific courses of an extended nature.**
 - c. where the employee hosts visitors that have made trips that involve extensive and/or expensive travel time or cost.**
 - d. For family reasons where extended vacations are necessary, involving but not restricted to maternity or other health related situations.**

18.05 Vacation Leave Schedules

Vacation leave preferences will be sought from the employees during the first week of February each year for the calendar year. Preliminary Vacation Leave Schedules shall be posted by April 1 and final

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Vacation Leave Schedules by May 15. Vacation leaves on the final Schedule may be changed by mutual consent of the employee and Employer; or in the case of emergency, by the Employer.

18.06 Vacation Pay - Regular Employees

While on vacation leave with pay, a regular employee will continue to receive pay as if the employee was at work and the amount will be based on that employee's normal basic work pattern. In exceptional circumstances an employee may request the employer to advance pay in relation to vacation leave.

At the end of December in each calendar year, or on the separation of a regular employee, an adjustment will be made to the pay of the regular employee so that the pay for vacation leave for that calendar year is four per cent of gross earnings in that calendar year if entitled to two weeks paid vacation leave for that year; six per cent of gross earnings if entitled to three weeks paid vacation leave for that year; eight per cent if entitled to four weeks paid vacation leave for that year; ten per cent if entitled to five weeks paid vacation leave for that year or twelve percent if entitled to six weeks' vacation leave for that year.

18.07 Vacation Pay - Casual and Term Employees

A casual and a term employee shall be paid vacation pay of 4% on each pay cheque.

18.08 Hospitalization or Bereavement During Vacation Leave

An employee on vacation leave with pay who is hospitalized, may have such days restored to vacation leave credit and take them at another mutually agreed time during the same calendar year, provided sick leave credits are available and used. Proof of hospitalization will be required.

An employee on vacation leave with pay who suffers a bereavement and who would be eligible for bereavement leave if the employee was at work, shall be granted bereavement leave (but not including any days for travel) and have such days restored to vacation leave credit and take them at another mutually agreed time during the same calendar year.

ARTICLE 19 - SAFETY

19.01 Joint Safety Committee

A Joint Safety Committee will be established and will meet monthly. This Committee will be composed of not more than three (3) representatives of the Employer; and a maximum of three (3) employees from the bargaining unit selected by the Union. Each party shall name alternates for each of its representatives.

19.02 Grievances

A grievance related to a matter of safety or health conditions may be launched at Step 2 of the Grievance Procedure.

19.03 Unsafe Work

An employee has the right to refuse unsafe work pursuant to prevailing regulations.

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19.04 Protective Clothes/Equipment

The Employer will make available coveralls, gloves, rain-gear, and safety equipment to employees who require such clothes and/or equipment; and uniforms to those employees the Employer requires to wear them. The employee will return such clothes and/or equipment upon cessation of employment.

Each regular employee who is required to wear safety boots on the job will be reimbursed, upon receipt, a maximum payment of one hundred and seventy-five dollars (\$175) for one pair of safety boots each calendar year.

Each regular employee employed in the following classifications, who works half-time or more, shall be reimbursed, with the approval of the Supervisor, one hundred and fifty dollars (\$150) per calendar year for the cost of bathing suits: Aquatic Supervisor, Aquatic Staff 1, 2 and 3.

All aquatic staff shall be reimbursed, upon receipt, sixty dollars (\$60) per calendar year for the cost of safety non-slip pool deck shoes.

19.05 Immunization

Immunization for Hepatitis A and B shall be provided by the Employer at the employee's option where there is a risk of work-related infection.

ARTICLE 20 - JOINT LABOUR/MANAGEMENT COMMITTEE

20.01 Composition

A Joint Labour/Management Committee shall be established consisting of up to two representatives of the Union and up to two representatives of the Employer.

20.02 Purposes

The Joint Committee shall concern itself with discussing issues relating to the workplace that affect the Parties or any employee bound by this Agreement, with problems and potential problems involving the Parties, but not with grievances, and shall have the power only to make recommendations to the Union and the Employer.

20.03 Meetings

The Joint Committee shall meet at the written call of either Party, for a stated purpose, within ten (10) days of the call.

ARTICLE 21 - GENERAL

21.01 Employee Definitions

REGULAR FULL-TIME EMPLOYEE: an employee who is employed on an on-going basis in a full-time position who has successfully completed the probationary period;

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REGULAR PART-TIME EMPLOYEE: an employee who is employed on an on-going basis in a part-time position and who normally works fewer hours in a day and/or fewer hours in a week than a full-time employee in the same classification who has successfully completed the probationary period;

PROBATIONARY EMPLOYEE; a person hired for a regular position who is serving a probationary period of sixty (60) days worked;

TERM EMPLOYEE: a person employed for a specified or indefinite period less than six (6) months which may be extended by mutual agreement of the parties;

SEASONAL EMPLOYEE: a person employed for a specified or indefinite period not to exceed six (6) months which may be extended by mutual agreement of the parties and who works on a regular schedule;

CASUAL EMPLOYEE: a person employed on a day-to-day basis.

21.02 Bulletin Boards

The Employer will provide bulletin boards which will be placed so that all employees have reasonable access. The Union shall have the right to post notices of meetings, social events, business affairs, and educational events of the Union; or otherwise as approved by the Employer.

21.03 Copies of Agreement

The Employer will arrange for the printing of sufficient copies of this Agreement, and will distribute a copy to each employee. The cost of printing will be shared equally by the Employer and the Union.

21.04 Singular/plural

Whenever the singular or the plural has been used in this Agreement, to the extent as is appropriate in the context, the other shall be applicable.

21.05 Correspondence/Notification

Unless specified otherwise in the collective agreement, all correspondence and notifications between the Parties shall pass to and from the Chief Administrative Officer of the District of Chetwynd on one hand; and on the other hand to and from the President of the Union, or the National Representative of CUPE, with a copy to the Recording Secretary.

21.06 Council Minutes

The Employer will send to the Union a copy of minutes of the regular or special meetings of Council, following approval of the minutes.

21.07 Emergency Transportation

Emergency transportation to the nearest physician or hospital for employees requiring medical care as a result of a work accident shall not be at the expense of the employee.

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21.08 No Strikes/Lockouts

It is agreed there shall be no strike, walkout, or other reduction or interruption of work by any employee during the period of this collective agreement. It is further agreed that there shall be no lockout by the Employer during the period of this collective agreement.

21.09 Picket Lines/Essential Services

An employee covered by this Agreement shall have the right to refuse to cross a legal picket line where a legal strike or a legal lockout under the Labour Relations Code is in effect. Failure to cross such a picket line shall not be grounds for disciplinary action, but the employee shall not be paid for the period involved. Essential services defined as police, ambulance and fire shall be maintained and other essential services, mutually agreed by both parties, shall also be maintained.

21.10 Education and Upgrading

If an employee attends education or upgrading courses related to employment at the request of the Employer, the Employer shall cover fees and costs incurred and the employee shall suffer no loss of pay.

If the employee attends such courses with the advance approval of the Employer, the Employer may reimburse the employee for some or all fees and expenses and may grant leave of absence without pay or without loss of pay.

An Aquatic Supervisor, Aquatic Staff I, Aquatic Staff II or Aquatic Staff III shall be reimbursed for the fee(s) paid to take the tests required to renew and keep current the following certificates: Red Cross Water Safety Instructor, Red Cross Water Safety Instructor Trainer, NLS, NLS Instructor, Life Saving Society Instructor, Life Saving Society Instructor Trainer, Aquatic Emergency Care, Aquatic Emergency Care Instructor, CPR "C" Level (for courses that are offered twice a year at the Leisure Centre; outside courses are at the employee's cost).

21.11 Abuse of Provisions

Where the Employer or the Union considers there to be an abuse of any of the provisions of this Collective Agreement, the Employer or the Union will request a meeting with the other Party to discuss its concerns prior to implementing any remedial actions.

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ARTICLE 22 - TERM OF AGREEMENT

22.01 Duration and Renewal

This Agreement shall be binding and remain in effect from January 1, 2016 until December 31, 2019. It shall not terminate but continue in effect from year to year thereafter unless either Party, at any time within four months immediately preceding the expiry of this Agreement, by written notice requires the other Party to commence collective bargaining. If such notice is given, all terms and conditions remain in effect until a new Agreement is ratified or until strike or lockout notice is given.

In accord with Section 50(4) of the Labour Relations Code, the parties hereby specifically exclude the operation of subsections (2) and (3) of the Labour Relations Code.

Signed this day of , 2016.

FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 3052

FOR DISTRICT OF CHETWYND

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LETTER OF UNDERSTANDING #1

Re: Student Rate of Pay

The differential between the first calendar year of employment as a student and later calendar years shall be interpreted as follows:

- (1) The first calendar year of employment as a student may be served in any student capacity with the District, within the bargaining unit.
- (2) Any break in service with the District exceeding two calendar years in length shall have the effect of cancelling previous employment service.
- (3) To be considered calendar year of service at least six weeks must be worked in the first calendar year.

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LETTER OF UNDERSTANDING #2

Re: Conditions for Student Positions

The parties agree that the following conditions shall apply to students working as term employees (as defined in Article 21.01 of the Collective Agreement).

THAT a student is a person who:

1. Is taking full-time classes at high-school or attending a post-secondary institution taking no less than 9 credits per semester;
2. Shall, upon request, present the employer with written documentation to verify full-time status as a student;
3. Shall continue in the term position during periods of school breaks;
4. Shall immediately inform the employer in writing should the student change status.

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LETTER OF UNDERSTANDING #4

Re: Certain Full-Time Long Term Seasonal Employees

It is understood, agreed and ratified by the Parties that if the same individual in accord with a posting is employed full-time for six months periods as a seasonal employee, in immediately subsequent calendar years, in the same position, in the same classification, the individual shall:

1. Be paid at the rate of pay in Column B in the Schedules of Rates of Pay;
2. Be entitled to take Family Responsibility Leave for up to 1½ days without loss of pay in each calendar year, and for 3½ days without pay, if such leave is required as provided in Article 16.06; and
3. That these positions for the purpose of benefits under Article 14 are to be considered as Regular Part-Time Employees and shall accrue seniority, commencing July 1, 2000, for the time worked, in accordance with the Collective Agreement.

The above are to take effect only in the second and immediately subsequent calendar years and are valid for the duration of the seasonal appointment involved.

The Postings must have indicated the lengths of time, the positions and the classifications.

If an individual who would qualify for these changes is also given a term or casual appointment in some other position, or in some other classification, such appointment will not qualify.

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LETTER OF UNDERSTANDING #5

Re: Hours and Days of Work – Part-time, Seasonal and Casual Employees

It is understood, agreed and ratified by the Parties that:

Upon the availability of hours and at the request of an employee in the following positions, the requirement for two consecutive days off in Article 11.02 – Part-time Employees; and partially addressed in the Letter of Understanding – Conditions for Student Positions, dated November 2006, is waived:

1. Part-time Employees
2. Student Employees
3. Casual Employees

It is further agreed that if an employee wishes to change their original request, the ability to revert back to the two day consecutive entitlement as per Article 11.02 will be allowed. The employee will communicate such change in request with their immediate supervisor prior to the posting of the next schedule.

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LETTER OF UNDERSTANDING #6

Re: Accommodation - Office Assistant III

It is understood, agreed and ratified by the Parties that:

1. An accommodation for the Office Assistant III (OAIII) position in the Parks and Recreation department to go to part-time status is herewith agreed to. It is understood that:
 - a. The OAIII position's full-time hours will be split with a Rec Clerk I part-time position.
 - b. Each position will work 20 hours a week.
 - c. Each position will be eligible for benefits as outlined in Article 14 – Employee Benefits of the Collective Agreement.
2. When the incumbent to the OAIII position retires or chooses to leave the position, both Parties will re-evaluate the operational need of the OAIII position to a Rec Clerk I, II or III position.

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LETTER OF UNDERSTANDING #7

Re: Job Description - Facilities Maintenance 1

It is understood, agreed and ratified by the Parties that:

1. The Job Description for the Facilities Maintenance 1 position will be amended by inserting “valid Ice Facility Operator Certificate” under Minimum Requirements; and
2. The Employer will compensate part-time Facilities Maintenance 1 employees upon successful completion of provincial certification for registration, books and exam expenses to take the Ice Facility Operators course, to a maximum amount of \$1,000.00; and
3. If requested by a part-time Facility Maintenance 1 employee, the Employer will provide an advance to cover the course costs with approved payroll deductions from the employee for reimbursement of the advance; and
4. Upon a part-time Facilities Maintenance 1 employee’s successful completion of the Ice Facility Operator provincial certification, the Employer will post an internal job posting for a full-time Facilities Maintenance 1 position.

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LETTER OF UNDERSTANDING #10

Re: Utility Services Coordinator/ Acting Temporary Level II

Both parties agree, without precedent and without prejudice to the following terms regarding the temporary filling of Maintenance Water/Sewer Level II position:

1. The incumbent of Maintenance Water/Sewer Level II position will be identified as exempt and hold the position of Utility Services Coordinator.
2. The incumbent for Maintenance Water/Sewer Level I will temporarily fill the Maintenance Water/Sewer Level II position, and perform the duties and receive the pay for said position, in accordance with Schedule “A” of the Collective Agreement.
3. The Acting Temporary will continue with training at the Water Treatment Plant and the Sewer Plant to help gain the hours necessary for certification. Once all the necessary training for the Maintenance Water/Sewer Level II classification is completed the District of Chetwynd will put up an internal posting for the Maintenance Water/Sewer Level II position.

It is further agreed that the Utility Services Coordinator will have some overlap in relation to the job duties of the Maintenance Water/Sewer Level II position. It is understood that the Coordinator will be on-call during the normal weekend rotation, providing Bargaining Unit employees first preference of weekly overtime opportunity.

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LETTER OF UNDERSTANDING #11

Re: Utility Services Coordinator Review

As a result of Bargaining, both parties agree there is a possible operational need for the Utility Services Coordinator within the District of Chetwynd. It is agreed that further discussion is needed to fully clarify the District's intention of the implementation of such position.

Both parties will review the USC position and its relation to the WSII position and the department's organizational structure within the year of signing this agreement.

It is further agreed that the Letter of Understanding Re: USC/Acting Temporary Level II will be reviewed at the same time as they are directly related to each other.

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LETTER OF UNDERSTANDING #15

Re: Review of Job Descriptions and Rates of Pay – Cashier Receptionist, Recreation Clerk I, Recreation Clerk II and Recreation Clerk III

It is understood, agreed and ratified by the Parties that:

1. Stephanie Lacey will be promoted from a Regular Part-time Cashier Receptionist, at 20 hours a week and a Regular Part-time Recreation Clerk I, at 20 hours a week to a Regular Full-time Recreation Clerk I position, at 37.5 hours a week, effective January 1, 2012; and
2. Nathacia Gayse, Tammy Martins and Kristen Scott will be promoted from Regular Part-time Cashier Receptionist positions, minimum 20 hours a week to Regular Part-time Recreation Clerk I positions, minimum 20 hours a week, effective January 1, 2012; and
3. The Regular Part-time Cashier Receptionist positions will be given the opportunity of first refusal of additional hours, subject to scheduling availability, prior to scheduling of casuals or creation of new positions.
4. This review has no influence on other Job Descriptions and Rates of Pay reviews.

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LETTER OF UNDERSTANDING #22

Re: Student Office Assistant and Visitor Centre Assistant Position

Both parties agree, without precedent and without prejudice to the following terms regarding the Student Office Assistant and Visitor Centre Assistant positions for the newly established Visitor Centre operation:

1. That as the Visitor Centre has been established at 5400 North Access Road; and
2. That as seasonal Student Office Assistants Kayla Henry and Kierra Hallaert were hired to work in the Visitor Centre, and have agreed to work four 10-hour shifts with four days off;
3. That the terms of the Student Office Assistant Position posted on March 3, 2015 be relaxed to enable Kayla Henry and Kierra Hallaert to work four 10-hour shifts with four days off; and
4. That a new “Visitor Centre Assistant” classification be established, and that the Schedule B – Rates of Pay – Normal Work Day of 7.5 Hours (For Full-time Employee) be amended by inserting the new Visitor Centre Assistant classification with following hourly pay rates in Column A respectively with additional annual increases as agreed to in the Collective Agreement dated January 1, 2011 to December 31, 2015:

Year 1 - \$17.74 per hour
Year 2 - \$18.51 per hour

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Schedule A – Rates of Pay – Normal Work Day of 8 Hours (for Full-time Employee)

	January 1, 2016		January 1, 2017		January 1, 2018		January 1, 2019	
	A	B	A	B	A	B	A	B
Public Works Leadhand	34.25	35.77	34.85	36.39	35.55	37.12	36.26	37.86
Equipment Operator, Heavy	30.11	30.90	30.63	31.44	31.25	32.07	31.87	32.71
Equipment Operator, Light	28.87	29.66	29.37	30.18	29.96	30.78	30.56	31.40
Equipment Operator, Light - Driver/Labourer	28.01	28.73	28.50	29.24	29.07	29.82	29.65	30.42
Preventative Maintenance I	27.42	28.63	27.90	29.13	28.46	29.72	29.03	30.31
Facilities Maintenance Custodian I	22.68	23.73	23.08	24.14	23.54	24.63	24.01	25.12
Facilities Maintenance Custodian II	24.72	25.84	25.15	26.30	25.65	26.82	26.16	27.36
Facilities Maintenance I	26.92	28.05	27.39	28.54	27.94	29.11	28.50	29.70
Facility/Parks Maintenance I	26.92	28.05	27.39	28.54	27.94	29.11	28.50	29.70
Facilities Maintenance II	28.51	29.72	29.01	30.24	29.59	30.85	30.18	31.46
Facilities Maintenance Supervisor	34.25	35.77	34.85	36.39	35.55	37.12	36.26	37.86
Labourer, general	24.83	25.88	25.26	26.33	25.77	26.85	26.28	27.39
Labourer, Water/Sewer	27.09	28.24	27.56	28.73	28.11	29.30	28.67	29.89
Maintenance Water/Sewer I	28.51	29.71	29.01	30.23	29.59	30.84	30.18	31.45
Maintenance Water/Sewer II	29.77	32.34	30.29	32.90	30.90	33.56	31.52	34.23
Mechanic Coordinator	32.67	34.03	33.24	34.62	33.91	35.31	34.59	36.02
Electrician	32.67	34.03	33.24	34.62	33.91	35.31	34.59	36.02
Aquatic Staff I	22.35	23.17	22.75	23.57	23.20	24.05	23.66	24.53
Aquatic Staff II	23.61	24.41	24.02	24.84	24.50	25.33	24.99	25.84
Aquatic Staff III	26.75	27.56	27.22	28.05	27.76	28.61	28.32	29.18
Aquatic Supervisor	30.02	31.23	30.54	31.77	31.15	32.41	31.78	33.06
PreSchool Instructor	19.61	20.09	19.95	20.44	20.35	20.85	20.76	21.26
PreSchool Instructor Assistant	17.81	18.14	18.12	18.46	18.48	18.83	18.85	19.21
Cashier Receptionist	19.34	19.94	19.68	20.29	20.07	20.70	20.48	21.11
Student Cashier year 1	18.05	-	18.37	-	18.73	-	19.11	-
Student Cashier year 2	18.83	-	19.16	-	19.55	-	19.94	-
Student Labourer year 1	18.05	-	18.37	-	18.73	-	19.11	-
Student Labourer year 2	18.83	-	19.16	-	19.55	-	19.94	-

**NOTE: Column A = Probationary/Trial/Term /Casual/Seasonal (LOU #4)
Column B = Regular Appointment/Seasonal (LOU#4)**

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Schedule B – Rates of Pay – Normal Work Day of 7.5 Hours (for Full-time Employee)

	January 1, 2016		January 1, 2017		January 1, 2018		January 1, 2019	
	A	B	A	B	A	B	A	B
Office Assistant I	24.07	25.05	24.50	25.49	24.99	26.00	25.48	26.52
Office Assistant II	26.38	27.54	26.85	28.03	27.38	28.59	27.93	29.16
Office Assistant III	27.60	28.67	28.09	29.17	28.65	29.76	29.22	30.35
Recreation Clerk I	21.64	22.55	22.02	22.94	22.46	23.40	22.91	23.87
Recreation Clerk II	24.39	25.44	24.82	25.88	25.31	26.40	25.82	26.93
Recreation Clerk III	25.51	26.49	25.96	26.95	26.47	27.49	27.00	28.04
Engineering Technician I	28.77	30.09	29.28	30.61	29.86	31.23	30.46	31.85
Engineering Technician II	31.34	32.71	31.89	33.29	32.53	33.95	33.18	34.63
Engineering Technician III	32.90	34.34	33.47	34.94	34.14	35.64	34.82	36.35
Building License Inspector	33.80	35.23	34.39	35.84	35.08	36.56	35.78	37.29
Bylaw Enforcement Officer	29.92	31.50	30.44	32.05	31.05	32.69	31.67	33.35
Bylaw Enforcement Officer/Animal Control Officer	29.92	31.50	30.44	32.05	31.05	32.69	31.67	33.35
Student Office Assistant year 1	18.05	-	18.37	-	18.73	-	19.11	-
Student Office Assistant year 2	18.83	-	19.16	-	19.55	-	19.94	-

**NOTE: Column A = Probationary/Trial/Term /Casual/Seasonal (LOU #4)
Column B = Regular Appointment/Seasonal (LOU#4)**