

**1986-1987-1988
COLLECTIVE
AGREEMENT**

BETWEEN

**OKANAGAN MAINLINE MUNICIPAL
LABOUR RELATIONS ASSOCIATION,
On Behalf of the City of Kelowna**

AND

**CANADIAN UNION OF
PUBLIC EMPLOYEES,
LOCAL No. 338**

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INDEX

ARTICLE	PAGE
Article 1	3
Article 2 Rights of Management	3
Article 3 Union Recognition and Bargaining Unit	4
Article 4 No Discrimination	5
Article 5 Union Security	5
Article 6 Checkoff of Union Dues	6
Article 7 Employer Shall Acquaint New Employees	7
Article 8 Labour Management Relations	7
Article 9 Rules and Regulations	9
Article 10 Grievance Procedure	9
Article 11 Arbitration	12
Article 12 Discharge Suspension and Discipline	14
Article 13 Seniority	16
Article 14 Promotions, Demotions and Transfers	18
Article 15 Layoffs and Recalls	20
Article 16 Hours of Work	22
Article 17 Overtime	23
Article 18 Reporting for Work	24
Article 19 Call-Outs	24
Article 20 Shift Premium	25
Article 21 Statutory Holidays	25
Article 22 Annual Vacations	27
Article 23 Weekly Indemnity	31
Article 24 Leave of Absence	34
Article 25 Wages, Salaries and Applicable Provisions	39
Article 26 Stand By	42
Article 27 Job Evaluation	42
Article 28 Superannuation	42
Article 29 Health and Welfare Coverage	43
Article 30 Severance Pay	45
Article 31 Bulletin Boards	46
Article 32 Technological Change	46
Article 33 Service Severance Pay	48
Article 34 General	48
Article 35 Compensation Stabilization Commissioner	48
Article 36 Term of Agreement	49
SCHEDULE A -- Inside Positions and Outside Positions	50-60
Blue Circle Incumbents	60
SCHEDULE B	61-66
LETTERS OF UNDERSTANDING	66-79

THIS AGREEMENT made this 28th day
of November, 1986.

BETWEEN OKANAGAN MAINLINE MUNICIPAL
LABOUR RELATIONS ASSOCIATION,
On Behalf of the City of Kelowna
(hereinafter called the "Association")
PARTY OF THE FIRST PART

AND: The CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL No. 338,
Chartered by the Canadian Union of
Public Employees and Affiliated with
the
Canadian Labour Congress
(hereinafter called the "Union")
PARTY OF THE SECOND PART

ARTICLE 1: PREAMBLE

1.01 This Agreement is entered into for the purpose of promoting and continuing the good relationship between the City of Kelowna (hereinafter called the "Employer") and its employees represented by the Union; to secure prompt and equitable disposition of grievances, and to establish conditions of employment, rates of pay and hours of work.

ARTICLE 2: RIGHTS OF MANAGEMENT

2:01 The Union agrees that the management and control of the Employer's business and the direction and control of the Employer's work force are vested exclusively in the Employer, subject only to the limitations imposed upon the Employer by the provisions of this Agreement. The Union further recognizes and agrees that the Employer retains all the customary rights, responsibilities, functions and

prerogatives of management, except as expressly modified or restricted by a specific provision of this Agreement.

**ARTICLE 3: UNION RECOGNITION AND
BARGAINING UNIT**

3.01 The Employer recognizes the Union as the sole and exclusive collective bargaining representative for its employees covered by the certification granted to the Union by the Labour Relations Board.

3.02 Application

(a) Employees whose jobs are not covered by Schedule "A" of this Agreement are hereby excluded from the terms and conditions of this Agreement.

(b) If, upon application to the Labour Relations Board by either the Union or the Employer, or by the Association on behalf of the Employer, the said Board rules that any person, whose job classification is not included in Schedule "A", is an employee within the meaning of the Labour Relations Code and is included in the unit for which the Union is certified, the Employer shall forthwith institute a new classification for such person and all the provisions of Article 27 of this Agreement shall apply thereto.

3.03 Work of the Bargaining Unit

It is further agreed that, except for incidental or emergent situations or except for employees of a bona fide contractor who are not in the bargaining unit for which the Union

is certified, any person whose classification is not covered by the Agreement shall not perform work that is normally done by those employees who are deemed to be within the bargaining unit for which the Union is certified.

ARTICLE 4: NO DISCRIMINATION

- 4.01 There shall be no discrimination, interference, restriction or coercion with respect to any employee in the matter of wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of race, creed, age, colour, national origin, political or religious affiliation, place of residence, sex or marital status, nor by reason of his membership or non-membership in a trade union.
- 4.02 Wherever the singular or the masculine is used in this Agreement, it shall be considered as if the plural or the feminine has been used where the context of the party or parties hereto so required.
- 4.03 All personnel have the right to work without sexual harassment. Any complaint alleging sexual harassment will be dealt with in the Grievance Procedure and will commence at Step 3, as outlined in Article 10.03.

ARTICLE 5: UNION SECURITY

- 5.01 Every employee who is now or hereafter becomes a member of the Union shall maintain his membership in the Union as a condition of his employment, and every new employee whose employment commences hereafter shall within thirty (30) days after the commencement of his employment, apply for and maintain his membership in the Union as a condition of his employment.

ARTICLE 6: CHECKOFF OF UNION DUES

- 6.01 Checkoff**
As a condition of employment, every employee to whom the terms and conditions of this Agreement apply, whether a member of the Union or not, shall sign a checkoff form authorizing the Employer to deduct from his earnings and to pay to the Union an amount equal to the current monthly Union dues as established by the Union in accordance with its Constitution and/or By-Laws.
- 6.02 While this Agreement continues to apply to those employees who have signed the checkoff form, the Employer shall, as a condition of continued employment, deduct from the earnings of each such employee an amount equal to the current monthly union dues.
- 6.03 Upon receipt of written authorization from an employee, the Employer shall deduct from his earnings an initiation fee in the amount established by the Union in accordance with its Constitution and/or By-Laws and shall forward such deduction to the Union in the manner provided for in Section 6.04. Should the dues structure change, the Union will meet with the Employer to ensure a minimum cost to the Employer for computer change, insofar as it effects normal monthly deductions.
- 6.04 Deductions shall be made on a bi-weekly basis and shall be forwarded to the Secretary-Treasurer of the union after each second pay period, accompanied by a list of the names of all employees from whose wages the deductions have been made. Upon request from the Union, the Employer will supply addresses of all employees from whose wages the foregoing deductions have been made.

**ARTICLE 7: EMPLOYER SHALL ACQUAINT
NEW EMPLOYEES**

- 7.01 The Employer agrees to supply new employees with a copy of this Agreement and to draw their attention to the conditions of employment set out in the Articles dealing with Union Security and Dues Checkoff.
- 7.02 The Employer will supply the Union with revised copies of the Collective Agreement as required.

ARTICLE 8: LABOUR MANAGEMENT RELATIONS

8.01 Representation

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer or the Association without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers, union stewards and authorized committee members. Similarly, the Employer and/or the Association will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

8.02 Labour-Management Relations Committee

A Labour-Management Relations Committee shall be appointed and consist of not more than three (3) representatives of the Employer, as appointees of the Employer, and not more than three (3) members of the union, as appointees of the Union.

8.03 Function of Labour-Management Relations Committee

All matters of mutual concern pertaining to performance of work, operational problems,

rates of pay, hours of work, and other working conditions arising during the term of this Agreement, shall be referred to the Labour-Management Relations Committee for discussion and, if possible, settlement by the Committee. Grievances, as defined in Section 10.02 of this Agreement, shall be dealt with under the provisions of Articles 10 and 11 and shall not be referred to the Labour-Management Relations Committee.

8.04 Meetings of Committee

In the event the Union or the Employer wishes to call a meeting of the Labour-Management Relations Committee, the meeting shall be held at a time and place fixed by mutual Agreement. However, such meeting must be held not later than ten (10) calendar days after the request has been given.

8.05 Time Off for Meetings

Any representative of the Union on the Labour-Management Relations Committee, who is in the employ of the Employer, shall have the privilege of attending Labour-Management Relations Committee meetings held within working hours without loss of remuneration.

8.06 Collective Bargaining

Where permission has been granted to employees who are representatives of the Union to leave their employment to carry on collective bargaining with the Association with respect to the renewal of this Agreement, they shall suffer no loss of pay whilst acting in such capacity.

8.07 Representatives of Canadian Union of Public Employees

The Union shall have the right at any time to

have the assistance of representatives of the Canadian Union of Public Employees when dealing with the Employer or negotiating with the Association.

ARTICLE 9: RULES AND REGULATIONS

9.01 Copies of all rules and regulations made by the Employer for the government of employees in the bargaining unit shall be forwarded to the Union and shall be posted on all bulletin boards.

ARTICLE 10: GRIEVANCE PROCEDURE

10.01 Permission to Leave Work

Union Stewards and members of the Grievance Committee shall be permitted time off to handle grievances without loss of pay, provided they have first sought and obtained permission from their immediate supervisor to absent themselves from their regular duties for that purpose, which permission shall not be unreasonably withheld.

10.02 Definition of Grievance

"Grievance" means any difference between the persons bound by this Agreement concerning its interpretation, application, operation, or any alleged violation thereof, including any question as to whether any matter is arbitrable, and shall also mean any difference arising from disciplinary action or relating to employment where it is alleged that the Employer has acted unjustly. "Party", as used in Articles 11 and 12 of this Agreement, shall mean the Union and it shall also mean the Employer. All grievances shall be finally and conclusively settled in the manner set out in this Article without slow-down or stoppage of work.

10.03 Settling of Grievances

- Step 1—** The employee concerned, in person, with his Union Steward in attendance, shall first seek to settle the grievance with the immediate Foreman or person holding an equivalent position within forty-five (45) days from the time the grievance became known to the employee or the Union, in the case of a policy grievance.
- Step 2—** If a satisfactory settlement is not reached within three (3) days after a grievance was first discussed under Step 1, the employee concerned, in person, with the Grievance Committee in attendance, may submit the grievance, which shall be stated in writing, to the Department Head or his authorized representative, who will have a further five (5) days to make an investigation and bring about a settlement.
- Step 3—** Failing a satisfactory settlement under Step 2, the Grievance Committee may submit the grievance in writing to the Municipal Administrator or person holding an equivalent position, or his authorized representative, who shall meet with the Grievance Committee with a view to settling the Grievance.
- Step 4—** If a satisfactory settlement is not reached within seven (7) days after the grievance was submitted under

Step 3, the Union may refer the grievance to a Board of Arbitration as set out in Article 11.

10.04 If a satisfactory settlement is not reached after the grievance was submitted to the final step of the grievance procedure, the Union shall notify the Employer within thirty (30) days of its intention to proceed to Arbitration and name its nominee to the Arbitration panel. In the event that the Union does not notify the Employer that it will proceed to Arbitration within the prescribed time limit of thirty (30) days, the Grievance shall be deemed to be abandoned and all rights to the Grievance Procedure at an end.

In the event that the Union has difficulty selecting a nominee within the prescribed time limit of thirty (30) days, a maximum fifteen (15) additional days will be permitted.

10.05 Policy Grievances

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Steps 1 and 2 of this Article may be bypassed.

10.06 Grievances on Safety

An employee or group of employees who believe they are being required to work under conditions which are unsafe shall have the right to immediately file a grievance in Step 2 of the Grievance Procedure. Until the grievance has been disposed of by the Department Head or his authorized representative at Step 2 of Section 10.03, the employee or employees concerned shall have the right to refuse to work under the alleged unsafe conditions.

10.07 Replies in Writing

Replies to grievances shall be in writing at all stages following Step 1.

10.08 Employees May discuss His Own Personal Problem

Nothing in this Article shall be interpreted as preventing an employee from discussing his own personal problem with his immediate foreman or person holding an equivalent position.

10.09 Employer Grievance

The Employer may submit a grievance in writing to the Union, upon receipt of which the Union, through one or more of its Officers or the Grievance Committee, shall meet with the Municipal Administrator or person holding an equivalent position, or his authorized representative, with a view to bringing about a settlement. If a satisfactory settlement is not reached within seven (7) days after the Employer submitted the grievance in writing to the Union, the Employer may refer the grievance to a Board of Arbitration as set out in Article 11.

ARTICLE 11: ARBITRATION

11.01 Board of Arbitration

- a) A Board of Arbitration shall consist of three members, one to be chosen by each party, the third, who shall be Chairman, to be selected by the two so appointed. The members chosen by the parties must meet within seven (7) days of their selection, and they shall be allowed a further seven (7) days to agree upon a Chairman. If they fail to agree on a Chairman, either party

may apply to the Minister of Labour to appoint a Chairman.

- b) Upon his election or appointment, the Chairman of the Board of Arbitration shall fix a date for hearing the grievance, which shall be not later than fourteen (14) days from the date of the Chairman's selection or appointment.
- c) The Board shall deliver its award in writing to each of the parties within twenty (20) days after all the evidence has been submitted. The award of a majority of the Board shall be the award of the Board and shall be binding upon the parties, but in no event shall the Board have the power to alter, modify, or amend this Agreement in any respect.
- d) Grievances submitted to a Board of Arbitration shall be in writing and shall clearly specify the nature of the issue.
- e) Each party shall bear the fee and expenses of the member appointed by such party and shall pay half the fee and expenses of the Chairman and of the stenographic and other expenses of the Board.

11.02 Amending of Time Limits

Time limits mentioned in Articles 10 and 11 refer to clear calendar days and may only be extended by mutual agreement of the parties in writing.

11.03 Witnesses

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee concerned as witness and any other witnesses, and all reasonable ar-

rangements will be made to permit the conferring parties or the Board of Arbitration to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

11.04 Single Arbitrator

Notwithstanding the foregoing, the parties may mutually agree to the use of a single arbitrator, who will be governed by the provisions of this Article. Failing to agree on a single arbitrator, the provisions of the three (3) man **Board** will apply.

ARTICLE 12: DISCHARGE, SUSPENSION

12.01 Warnings

Whenever the Employer deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or may follow if such employee fails to bring his work up to a required standard by a given date, the Employer shall within five (5) days thereafter give written particulars of such censure to the employee involved, with a copy thereof to the Secretary of the Union.

12.02 Procedure Upon Discharge or Suspension

Discharge or suspension of an employee shall be for proper cause.

12.03 Proper cause shall not include the refusal of an employee to cross a picket line maintained at the premises of the Employer by other employees of the Employer who are engaged in a legal strike.

12.04 Where the Employer considers that just cause exists for dismissal of an employee, such

dismissal shall not go into effect until the employee has been so notified and a period of forty-eight (48) hours has elapsed from the time of such notification. During the said period of forty-eight (48) hours the employee concerned shall be suspended without pay and the Employer shall review the circumstances involved. At the conclusion of the said period the Employer shall either proceed with the dismissal or impose a lesser penalty. In the event the Employer finds that disciplinary action is not warranted, or that suspension is too severe, the employee shall be reinstated with payment for such time that he may have lost from work as a result of having been suspended.

- 12.05 A claim by an employee that he has been discharged or suspended for other than proper cause shall be treated as a special grievance and may be submitted directly to the Municipal Administrator or person holding an equivalent position under Step 3 of Section 10.03.
- 12.06 Should it be found upon investigation that an employee has been suspended or discharged for other than proper cause, such employee shall be immediately reinstated in his former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to his normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.
- 12.07 The Employer agrees that all employees will have access to their personnel file and may

review same in the presence of the Personnel Director. To obtain access to his/her personnel file, the said employee will forward the appropriate request in writing to the Personnel Director who will deal with the said request within a reasonable time. Any employee may respond in writing to any report on their personnel file and such response will become a part of the file.

ARTICLE 13: SENIORITY

13.01 Seniority Defined

Seniority shall be measured by length of service in the employ of the Employer and, except as provided in Sections 13.04 and 13.06, shall operate on a bargaining unit-wide basis.

13.02 Probationary Employees

New employees shall be considered to be probationary employees until they have been continuously employed for three (3) months, and during such probationary period they shall not be entitled to seniority and may be discharged for any reason. At the end of such probationary period, an employee shall be entered on the seniority list as of his original date of employment.

13.03 Seniority List

The Employer shall prepare a seniority list, to be posted on the bulletin boards on or before the first day of April each year, showing the seniority standing of each employee covered by this Agreement. This list shall be subject to correction upon proper representation by the Union.

13.04 Seniority For Purpose of Layoff and Recall

Seniority shall prevail on a bargaining unit

wide basis for the purpose of layoff and recall. For this purpose only, the departments where layoffs or recalls shall be initiated are:

1. Pollution Control Department
2. Sewer and Water Department
3. Public Works, Trades and Garage Department
4. Recreation Services Department
5. Parks and Parks Maintenance Department
6. Inside Department (including Civilian Guards and Traffic Control).

13.05 Loss of Seniority

- (a) Except as provided in Sub-section (b), an employee shall not lose his seniority if he is absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer.
- (b) An employee shall lose his seniority in the event:
 - (i) He is discharged for **just** cause;
 - (ii) He resigns;
 - (iii) He is absent from work in excess of five (5) working days without approval, unless it was not reasonably possible to contact the Employer to request such approval;
 - (iv) He fails to return to work following a layoff, within the period prescribed in Section 15.06, unless unable to do so because of sickness, or other cause acceptable to the Employer.
 - (v) He is laid off for a period longer than one (1) year.
- (c) When an employee loses his seniority his right to continued employment and/or to re-employment shall cease. In the event of re-employment, such person shall start as

a new employee and his right to seniority and other benefits based upon his length of service with the Employer shall be calculated from his date of re-employment.

13.06 Inside and Outside Staff Division for Layoff and Recall

Seniority shall prevail on the basis of Inside and Outside Staff division for the purpose of layoff and/or recall.

ARTICLE 14: PROMOTIONS, DEMOTIONS AND TRANSFERS

14.01 Seniority to Apply

Promotions, demotions and transfers shall be made on the basis of seniority, provided the employee concerned possesses the necessary qualifications, skill, knowledge and ability to efficiently fulfill the job requirements.

14.02 Job Posting

If a job vacancy occurs, or a new position is created which comes within the scope of this Agreement, notice of such vacancy or new position shall be posted in a manner which gives all employees in all departments covered by this Agreement adequate access to the information contained in such notice. Such notice shall contain the following information; Nature of position, required knowledge and education, ability and skills, shift, wage and salary rate or range. Copy of the notice shall also be sent to the Secretary of the Union.

14.03 Such vacancy or new position shall not be permanently filled until one (1) week has elapsed after the posting of such notice. Transfers of successful applicants will be made as soon as possible.

14.04 Filling of Vacancies on a Temporary Basis

Notwithstanding any other provisions of this Agreement, whenever a new or vacant position(s) requires immediate filling, the Employer will select an employee(s) taking seniority, qualifications and employee preference to such opening(s) into account. The Employer agrees such filling of position(s) shall be deemed to be "pending posting" and said position shall be posted within thirty (30) days.

14.05 Employee to be on Probation

When a job vacancy or new position is filled on a permanent basis, the employee concerned shall be on probation for (3) months. At the conclusion of such three (3) month trial period (or sooner if it should become apparent that the employee cannot successfully complete the trial period), the Employer shall review the service of the employee whilst on the job. If such service has proven satisfactory the Employer shall confirm the employee in the job. If the employee's service is not deemed to be satisfactory, the Employer may extend the probationary period for not more than one (1) additional month, or shall return the employee to his former job, or shall place him in other work consistent with his qualifications, skill, knowledge and ability to efficiently fulfill the job requirements, in which case the employee shall be paid not less than the rate of pay he was in receipt of when last employed on his former job.

14.06 Long Service Employees

Employees who have given long and faithful service in the employ of the Employer and who have become unable to handle their regular

jobs, will be given preference for such work as is suitable and available.

14.07 If any employee indicates to his superior, in writing, prior to going on vacation or leave of absence, his intent to apply for an anticipated job posting, he would be considered for such opening.

**14.08 Labourer I to Labourer II —
Effective August 1, 1981**

Any Labourer I who has completed six (6) months of employment with the City will be advanced to Labourer II.

ARTICLE 15: LAYOFFS AND RECALLS

15.01 Layoffs

The Employer shall notify employees with seniority rights who are to be laid off, five (5) working days before layoff is to be effective. The provision of this clause shall not apply because of a temporary suspension of work due to inclement weather or emergency conditions beyond the control of the Employer.

15.02 In the event of layoff, probationary employees shall be laid off first, and thereafter employees shall be laid off in reverse order of seniority, provided that there are available employees with seniority who are qualified and willing to do the work of employees laid off.

15.03 It shall be the responsibility of a laid off employee to keep the Employer informed of his current address and telephone number at which he may be contacted.

15.04 Layoff Procedure

(a) In the event of a layoff, such layoff will be by classification as covered by this Agreement. The employee with the least seniority

ty with the Employer, shall be reduced out of such classification.

- (b) In the event of a layoff in any classification, the affected employee shall revert to a prior classification held within the Department as outlined under Article 13.04. If the affected employee did not hold a previous classification in the said Department, he shall exercise his seniority in the lowest classification in the Department.
- (c) In the event of a layoff in a Department as per Article 13.04, the employee(s) with the least seniority, with the Employer, shall be reduced out of that Department as per Article 13.04, into a pool for the purpose of re-allocation by seniority.
- (d) In the event of a layoff within the Bargaining Unit, the affected employee shall be laid off in reverse order of seniority.

15.05 Recalls

- (i) Employees shall be recalled from layoff in order of seniority, provided they are qualified to perform the work available.
- (ii) Those employees who are recalled from layoff shall return to their former division and classification, prior to layoff, consistent with their seniority, prior to any job posting.

15.06 Such employees shall return to work within five (5) working days (or such longer period as may be mutually agreed upon) after recall notice has been received.

15.07 When emergent or short term work of less than five (5) working days occurs, the Employer may

recall employees out of order of seniority and the provisions of Section 15.06 shall not apply.

ARTICLE 16: HOURS OF WORK

16.01 Normal Work Day and Normal Work Week

Except for those employees referred to in Schedule "B" of this Agreement, the normal work day and the normal work week shall be:

(a) Office Employees

The normal work day (day shift) shall consist of a scheduled period of seven (7) hours of work between the hours of 6:00 a.m. and 5:00 p.m. The normal work week shall consist of five (5) such days, Monday to Friday inclusive.

(b) Outside Employees

The normal work day (day shift) shall consist of a scheduled period of eight (8) hours of work between the hours of 6:00 a.m. and 5:00 p.m. the normal work week shall consist of five (5) such days, Monday to Friday inclusive.

(c) Notwithstanding the provisions of 16.01 (a) and (b), the Employer and the Union, may vary the start-quit times, within the existing hours of work.

16.02 Exceptions to Normal Work Day, Normal Work Week and Other Conditions of Employment

In order to carry on the services of the Employer, it is recognized that certain exceptions to the normal work day and the normal work week, as defined in Section 16.01, are necessary. Such exceptions, the hours and days of work, and any other special condition of employment applicable to the employee!

referred to therein, shall be as set out in Schedule "B" of this Agreement.

16.03 No Split Shifts

- (a) No seven (7) hour work day for office employees shall be spread over a period longer than eight (8) hours, including not more than one (1) hour off for lunch.
- (b) No eight (8) hour work day for employees other than office employees shall be spread over a period longer than nine (9) hours, including not more than one (1) hour off for lunch.
- (c) The above restrictions on split shifts will not apply to the Traffic Counters of the Engineering Department, Traffic Division, which may spread their working day over a period of ten (10) hours.

16.04 Rest Periods

Employees shall be permitted a paid fifteen (15) minute rest period in the first half of the work day and a second such rest period in the second half of the work day.

- 16.05** An employee who is required to remain at work following the end of his normal work day shall be entitled to a paid fifteen (15) minute rest period after he has completed two (2) hours of over-time work, provided such overtime work is to extend for a period of time in excess of the said two (2) hours.

ARTICLE 17: OVERTIME

- 17.01** (a) All time worked outside the scheduled hours constituting an employee's normal work day or his normal work week shall be considered overtime and shall be paid for as follows:

(b) On an employee's normal work day, time and one-half for the first two (2) hours and double time thereafter.

(c) On an employee's days of rest, double time.

17.02 All overtime must be authorized by the appropriate Supervisor; otherwise an employee shall not receive overtime pay for any overtime worked.

17.03 Salary Conversion Factors

Effective January 1, 1981, the following conversion factor will be implemented to rates in effect on December 31, 1980:

$$\frac{\text{Monthly Salary} \times 70 \text{ Hours} \times 26.089}{152} \quad \frac{\quad}{12 \text{ months}}$$

ARTICLE 18: REPORTING FOR WORK

18.01 An employee reporting for work on his regular shift shall be paid his regular rate of pay for all hours worked, with a minimum of two (2) hours' pay if he does not commence work and a minimum of four (4) hours' pay if he does commence work.

ARTICLE 19: CALL-OUTS

19.01 Subject to the provisions of Sections 19.02 and 19.03, an employee who is called back to work after he has completed his normal day's work and has left the Employer's premises, or who is called in to work before his regular starting time, or who was previously instructed to report to work before his regular starting time, shall be paid double time for all hours worked outside his normal working hours. Such employee shall be guaranteed a minimum of two (2) hours' work or two (2) hours' pay at the

double time rate. This guarantee shall not apply when a call-out extends into an employee's normal working hours.

19.02 An employee who, before the end **of** his normal day's work, is instructed to return to work within two (2) hours following the end of his normal day's work, shall not be considered to be on a call-out, however, the hours worked following the end of the employee's normal day's work under the provisions of this section shall be paid at the double time rate.

19.03 An employee who, before the end of his normal day's work, is instructed to next report for work not more than two (2) hours before the regular starting time of his normal work day, shall not be considered to be on a call-out, however the hours worked before the regular starting time of the employee's normal work day under the provisions of this section shall be paid at the double time rate.

ARTICLE 20: SHIFT PREMIUM

20.01 A premium shift is defined as any shift that commences or ends between the hours of 6:00 p.m. in one day and 6:00 a.m. the following day.

20.02 An employee shall receive a premium of thirty-five cents (35¢) per hour for all scheduled hours worked on a premium shift.

20.02 Effective **June 1, 1981**

An employee shall receive a premium of fifty cents (50¢) per hour for all scheduled hours worked on a premium shift.

ARTICLE 21: STATUTORY HOLIDAYS

21.01 The Employer will observe the following as paid statutory holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
British Columbia Day	

and any other day declared or proclaimed a statutory or public holiday by the Employer or by the Province of British Columbia or the Government of Canada.

- 21.02 If by law, declaration or proclamation another day is substituted for the observance of a statutory holiday listed in Section 21.01, the day of observance shall be considered as the holiday insofar as payment for the listed statutory holiday is concerned.
- 21.03 **When Holiday Falls on Non-Working Day**
If a statutory or public holiday falls on a non-working day, the Employer may declare that the working day immediately preceding the holiday or the working day immediately following the holiday shall be observed in lieu of the said holiday.
- 21.04 Subject to the provisions of Section 21.07, should a statutory or public holiday be observed on a day that is a non-working day for an employee, such employee shall be given a holiday with pay at some other time not later than his next annual vacation, or the termination of his employment, whichever first occurs.
- 21.05 **Payment for Statutory Holidays**
Subject to the provisions of Section 21.07, employees to whom Section 21.04 does not apply shall receive holiday pay at their regular rates of pay for each of the statutory or public holidays mentioned in Section 21.01.

- 21.06 If an employee is required to work on a statutory or public holiday he shall, in addition to his holiday pay, be paid at double his regular or equivalent hourly rate for all hours worked by him.
- 21.07 No employee shall receive holiday pay for a statutory or public holiday unless he has been continuously employed for a period of thirty (30) calendar days immediately preceding the holiday. A layoff not exceeding five (5) calendar days shall not be deemed to be a break in service for the purpose of this section.
- 21.08 **Holiday Occurring During Annual Vacation**
Should a statutory or public holiday occur during an employee's annual vacation period, the employee shall be given an extra day's vacation with pay in lieu of payment of such holiday.
- 21.09 No employee is entitled to Statutory Holiday Pay for any such holiday which occurs while the employee is on layoff, except in those situation contemplated by the provisions of Article 21.07.

ARTICLE 22: ANNUAL VACATIONS

- 22.01 **Vacation Year — Definition of**
the term "vacation year", as used in this Agreement, shall mean the twelve (12) month period running from January 1st to December 31st of the previous calendar year.
- 22.02 **New Employees**
Effective the first of the calendar year, following the year an employee enters service with the Employer, he shall be entitled to annual vacations in accordance with the following schedule:

- a) Accumulated service from date of entering service to December 31, ten (10) complete months or more — fifteen (15) working days.
- b) Accumulated service at December 31 of less than ten (10) complete months.
— 1½ days— for each complete month of service.

22.03 Anniversary Date

On December 31st of each year, employees are credited with an anniversary date, regardless of when employment commenced in the previous twelve (12) months.

22.04 Employees With One (1) Year Service

An employee who has completed one (1) but less than nine (9) years service at the end of the vacation year shall be entitled to a paid vacation of three (3) calendar weeks. Payment for such vacation shall be at the employee's rate of pay as at the time he takes his vacation.

22.05 Employee With Nine (9) Years Service

An employee who has completed nine (9) but less than seventeen (17) years service at the end of the vacation year shall be entitled to a paid vacation of four (4) calendar weeks. Payment for such vacation shall be at the employee's rate of pay as at the time he takes his vacation.

22.06 Employee With Seventeen (17) Years Service

An employee who has completed seventeen (17) but less than twenty-five (25) years service at the end of the vacation year shall be entitled to a paid vacation of five (5) calendar weeks. Payment for such vacation shall be at the employee's rate of pay as at the time he takes his vacation.

22.07 Employee With Twenty-Five (25) Years Service

An employee who has completed twenty-five (25) or more years service at the end of the vacation year shall be entitled to a paid vacation of six (6) calendar weeks. Payment for such vacation shall be at the employee's rate of pay as at the time he takes his vacation.

22.08 Employees on Layoff

The provisions of Sections 22.02, 22.04, 22.05, 22.06 and 22.07 shall not apply to an employee who is laid off. Vacation entitlement for such employee shall be as follows:

- (a) For each of the first nine (9) years of service, as calculated under the provisions of Section 22.03, six (6) per cent of his total earnings during the current calendar year, to be paid to him at the time of layoff, or if the employee so elects, to be paid to him as vacation pay during the following calendar year when he may take a vacation not exceeding three (3) calendar weeks.
- (b) For the tenth (10th) and up to and including the seventeenth (17th) year of service, as calculated under the provisions of Section 22.03, eight (8) per cent of his total earnings during the current calendar year, to be paid to him at the time of layoff or, if the employee so elects, to be paid to him as vacation pay during the following calendar year when he may take a vacation not exceeding four (4) calendar weeks.
- (c) For the eighteenth (18th) and up to and including the twenty-fifth (25th) year of service, as calculated under the provisions of

Section 22.03, ten (10) per cent of his total earnings during the current calendar year, to be paid to him at the time of layoff, or, if the employee so elects, to be paid to him as vacation pay during the following calendar year when he may take a vacation not exceeding five (5) calendar weeks.

- (d) For the twenty-sixth (26th) and subsequent years of service, as calculated under the provisions of Section 22.03, twelve (12) per cent of his total earnings during the current calendar year, to be paid to him at the time of layoff, or, if the employee so elects, to be paid to him as vacation pay during the following calendar year when he may take a vacation not exceeding six (6) calendar weeks.

22.09 An employee who is paid his vacation entitlement at time of layoff shall not be entitled to a paid vacation during the following calendar year.

22.10 Employees on Long Term Disability

Employees while on Long Term Disability will not accrue vacation entitlement.

22.11 Part-Time or Relief Employees

The provisions of Sections 22.02, 22.04, 22.05, 22.06 and 22.07 shall not apply to part-time or relief employees referred to in Schedule "B" of this Agreement.

22.12 An employee to whom Section 22.11 applies, who becomes a regular full-time employee shall not be entitled to a paid vacation during the calendar year following that for which he was paid vacation entitlement under the provisions of Section 22.11.

22.13 Scheduling of Vacations

Vacations shall be granted at such time as is mutually agreed upon by the employee and the Employer. Preference in choice of vacation period shall be accorded the employee with the greatest seniority.

22.14 Vacations earned during the vacation year shall be taken in the calendar year immediately following and cannot be postponed without the written consent of the Employer.

22.15 Termination of Employment

In the event of termination of employment the provisions of the Annual and General Holidays Act shall apply; except that, in the case of an employee who has not been discharged for proper cause and who has given the Employer fourteen (14) calendar days notice of termination, the basis of calculation shall be six (6) per cent of his total earnings if he has over one (1) year service, eight (8) per cent of his total earnings if he has over nine (9) years service, and ten (10) per cent of his total earnings if he has over seventeen (17) years service, and twelve (12) per cent of his total earnings if he has over twentyfive (25) years service, as calculated under the provisions of Section 22.03.

ARTICLE 23: WEEKLY INDEMNITY

23.01 Weekly indemnity Plan

Effective April 1, 1979, weekly indemnity up to twenty-six (26) weeks coverage commencing on the fourth (4th) day of accident or illness, will provide the following benefit:

- i) One hundred per cent (100%) of an employee's regular hourly or monthly rate of pay (less normal deductions for

statutory and insured benefits, taxes, dues)

23.02 Weekly Indemnity Benefit and Cost Formula

- i) The costs of the Weekly Indemnity Plan shall be offset by an administrative services plan covering sixty-six and two-thirds per cent ($66\frac{2}{3}\%$) of the employee's gross regular weekly earnings. In addition, the sixty-six and two-thirds ($66\frac{2}{3}\%$) per cent Weekly Indemnity benefit will be topped off by the municipality to provide one hundred per cent (100%) of normal take home pay.
- ii) The regular pay shall be continued provided the employee follows the requirements of the Employer and/or the Insurance Carrier.

23.03 Waiting Period and Benefit Eligibility

The three (3) day waiting period prior to the commencement of Weekly Indemnity shall be paid at the employees regular rate of pay. The following absences do not qualify for benefits under the plan:

- a) Each day of absence for each separate occurrence of sickness or disability in excess of three (3) occurrences per calendar year.
In such cases of absence due to illness, injury or abuse of the waiting period, over three (3) occurrences per year, which conclude prior to the three (3) day waiting period, the Corporation may require the employee to provide a medical certificate from a qualified practitioner to substantiate the employees absence from work. Failure to provide such medical certificate

on request, for those employees utilizing more than three (3) separate occurrences for illness or accident shall mean forfeiture of wages for the three (3) day waiting period.

b) Maternity Leave

23.04 Where disability benefits are payable under the Workers Compensation **Act**, the employee shall have his Workers' Compensation Board benefit augmented by the municipality so as to provide one hundred per cent (100%) of the employee's regular earnings. Such earnings will be subject to normal benefit and statutory deductions. This benefit shall be payable to a maximum of twenty-six (26) weeks, provided the employee makes election to the Employer in writing and authorizes the Employer to request the WCB to turn over such earnings to the Employer.

23.05 General Principles

Participation in the Weekly Indemnity Plan is mandatory.

23.06 The premium cost of the Weekly Indemnity Plan shall be paid fifty percent (50%) by the Employer and fifty percent (50%) by the employee.

23.07 Coverage for the foregoing will start on the date of completion of three (3) months continuous service, or when an employee becomes eligible to have his name entered on the seniority list.

23.08 The administration of the insured benefit plan will reside in the O.M.M.L.R.A. and/or through its respective members.

ARTICLE 24: LEAVE OF ABSENCE

24.01 Leave of Absence Without Pay

The Employer shall grant leave of absence without pay and without loss of seniority to an employee requesting such leave for good and sufficient reason, provided the employee's request is in writing, and that the granting of such leave shall be subject to the Employer's approval.

24.02 Leave for Union and Other Purposes

An employee who is elected to a full-time position with the Canadian Union of Public Employees or any trade-union body with which the Union is affiliated, or who is elected to public office, shall, if he so requests in writing, be granted leave of absence without pay and without **loss** of seniority for a period not exceeding one year. Such leave may be renewed by mutual agreement between the Employer and the Union.

24.03 In addition to the leaves allowed under Section 24.02, at the request of the Union, and by mutual agreement between the Employer and the Union, leave of absence without pay will be granted to employees to attend conventions or other bona-fide meetings of the Canadian Union of Public Employees or other trade-union body with which the Union is affiliated. such approval will not be unreasonably withheld.

24.04 Bereavement Leave

In the event of a death in the immediate family of an employee, the Employer shall grant him a maximum of three (3) days of absence with pay. Additional leave of absence with pay for travel, may be granted by the Personnel Direc-

tor. "Immediate Family" shall mean: wife, husband, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, common-law-spouse, step-parents, step-children, foster children and foster parents.

One half (½) day shall be granted without loss of salary or wages to attend a funeral as a pallbearer, provided such employee has the approval of his Supervisor.

24.05 Maternity Leave

- (i) An employee, on her written request supported by a certificate of a medical practitioner stating that the employee is pregnant and estimating the probable date of birth of the child, is entitled to a leave of absence from work, without pay, for a period of eighteen (18) consecutive weeks or a shorter period the employee requests, commencing eleven (11) weeks immediately before the estimated date of birth or a later time the employee requests.
- (ii) Regardless of the date of commencement of the leave of absence taken under (i), the leave shall not end before the expiration of six (6) weeks following the actual date of birth of the child unless the employee requests a shorter period.
- (iii) A request for a shorter period under (ii) must be given in writing to the Employer at least one (1) week before the date that the employee indicates she intends to return to work and the employee must furnish the Employer with a certificate of a medical practitioner stating

that the employee is able to resume work.

(iv) Where an employee gives birth or the pregnancy is terminated before a request for leave is made under (i), the Employer shall, on the employee's request and on receipt of a certificate of a medical practitioner stating that the employee has given birth or the pregnancy was terminated on a specified date, grant the employee leave of absence from work, without pay, for a period of six (6) consecutive weeks, or a shorter period the employee requests, commencing on the specified date.

(v) Where an employee who has been granted leave of absence under this section is, for reasons related to the birth or the termination of the pregnancy as certified by a medical practitioner, unable to work or return to work after the expiration of the leave, the Employer shall grant to the employee further leaves of absence from work, without pay, for a period specified in one or more certificates but not exceeding a total of six (6) consecutive weeks.

(vi) **Employer May Require Employee to Take Leave**

An Employer may require an employee to commence a leave of absence under 24.05 where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a

medical practitioner stating that she is able to perform her duties.

(vii) **Employment Deemed Continuous**

The services of an employee who is absent from work in accordance with Article 24.05 shall be considered continuous for the purpose of this Agreement and any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plan in the same manner as if the employee were not absent where:

- a) the Employer pays the total cost of the plan, or
- b) the employee elects to continue to pay her share of the cost of a plan that is paid for jointly by the Employer and the employee.

(viii) **Reinstatement**

- a) An employee who resumes employment on the expiration of the leave of absence granted in accordance with Article 24.05 shall be reinstated in all respects by the Employer in the position previously occupied by the employee, or in a comparable position, and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.
- b) Where the Employer has suspended or discontinued operations during the leave of absence granted under Article 24.05 and has not resumed operations on the expiry of the

leave of absence, the Employer shall, on resumption of operations and subject to seniority provisions in this Collective Agreement, comply with Article 24.05 (viii) (a).

- (ix) Prohibition
 - a) The Employer shall not:
 - (i) terminate an employee, or
 - (ii) change a condition of employment of an employee without the employee's written consent because of an absence authorized under Article 24.05 or because of the employee's pregnancy, unless the employee has been absent for a period exceeding that permitted under Article 24.05.
 - b) The burden of proving that:
 - (i) the termination of an employee, or
 - (ii) a change in a condition of employment of the employee without the employee's written consent is not because of an absence authorized by Article 24.05 or because of an employee's pregnancy, is on the Employer.
- (x) All disputes under Article 24.05 will be subject to the normal Grievance Procedure.

24.06 Jury Duty or Court Witness

The Employer shall pay to an employee who is required to serve as a juror or court witness the difference between his normal earnings and the payment he received for jury duty or as a court witness, conditional upon the employee presenting to the Employer proof of service and of the amount of payment received by him.

**ARTICLE 25: WAGES, SALARIES AND
APPLICABLE PROVISIONS**

25.01 Wage and Salary Rates

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

25.02 Salary Ranges

Where a graduated salary range is provided in Schedule "A", the lowest figure will be the starting rate and the maximum rate will be reached in accordance with the time schedule set out for each classification; provided however, that the Employer may start an employee in any yearly increment of the salary range for the classification, according to the employee's experience and ability. The Employer may make increases to salaries, as it deems necessary, without affecting the basic rates of a classification, but in such case shall notify the Union of the increase.

25.03 Promotions, Demotions and Temporary Assignments

- (a) Subject to the provisions of Sub-Section (b), in the event an employee is promoted or temporarily assigned to a higher rated classification, he shall receive the higher rate of pay.
- (b) In the event a salaried employee is promoted or temporarily assigned to a higher rated classification, where a graduated salary range is provided, he shall be paid at least that rate in the salary range for the classification to which he is promoted or temporarily assigned which is next higher than his present rate.
- (c) In the event an employee is temporarily assigned to a lower rated classification,

he shall continue to receive his regular rate of pay.

- (d) In the event an employee is demoted to a lower rated classification, he shall receive the lower rate of pay.

25.04 More Favourable Rate

In the event any present employee enjoys a more favourable rate than specified in Schedule "A", such employee shall suffer no reduction in such rate because of the signing of this Agreement.

25.05 Dirty Work

- (a) When employed on dirty work, an employee shall be entitled to the premium set out in Sub-Section (b).
- (b) "Dirty Work" shall mean:
 - (i) Asphalt Distributor
Driver 25¢ per hour
 - (ii) Asphalt Distributor
Operator 35¢ per hour
 - (iii) Street Sweeper
Operator 35¢ per hour
 - (iv) Sanitary Landfill
Employees 35¢ per hour
 - (v) Waterworks and Sewer
Department 35¢ per hour
(when working in ditches or
manholes where muddy conditions
or sewage is present)
 - (vi) Road Patching and Crack
Sealing Employees 35¢ per hour
 - (vii) Any other work where, in the
opinion of the Employer, a
premium for dirty work
should be paid 35¢ per hour
 - (viii) Cemetery Employees (when these

employees are required to re-inter an exhumed body they shall be paid a premium of \$50 per employee for such work to a maximum of two employees)

- (c) When dirty work is intermittent, payment of the premium shall be at the discretion of the Foreman on the job, who will also determine the number of hours for which the premium shall be paid.

25.06 No Pyramiding

There shall be no pyramiding of overtime and premium rates of compensation. When two or more types of overtime and/or premium (excluding the premium for dirty work) apply to the same hours of work only the higher rate shall be paid.

25.07 First Aid Attendants

An employee who has been requested by the Employer to act as a First Aid Attendant shall be paid a premium of twenty-five (25) cents an hour for the whole of each shift on which he is so employed.

25.08 Grant Workers

Grant Workers (ie: Canada Works) will be considered "employees" insofar as the Employer is concerned. The rate of pay and benefits will be negotiated between the OMMLRA and the Union.

25.09 Job Related Liability Protection

Any regular employee, coming within the scope of the Canadian Union of Public Employees, Local No. 338, will be granted the services of a City solicitor without charge for the purpose of representing him, who as a result of any matter arising out of or in the

course of his normal work duties and/or assignments, is personally involved in legal or court action.

ARTICLE 26: STAND-BY

26.01 An employee who is required to be on stand-by at a time or times other than his regular working hours, shall be paid a premium for each day he is on stand-by, as follows:

(a) Two (2) hours' pay at his regular rate of pay for each normal work day on which the employee was on stand-by and also worked his regular eight (8) hour shift.

(b) Two (2) hour's pay at his regular rate of pay for each day of rest or statutory holiday on which the employee was on stand-by.

26.02 The Provisions of Article 19 (Call-Outs) shall not apply to an employee who is on stand-by and who is called out for work. Such employee shall, however, be paid for all time worked outside the scheduled hours constituting his normal work day at the applicable overtime rate, with a minimum guarantee of two hour's work or two (2) hour's pay. This guarantee shall not apply when the call-out extends into the employee's normal working hours.

ARTICLE 27: JOB EVALUATION

Concurrent with the execution of this Agreement, the existing Job Evaluation Plan and Maintenance Agreement is renewed for the term of this Agreement.

ARTICLE 28: SUPERANNUATION

28.01 The Pension (Municipal) Act applies to the Employer and its employees. The Employer, in

addition to its own contributions on his behalf, shall deduct from the wages or salary of each employee, as a condition of his continued employment, the contribution required of him under the provisions of the Pension (Municipal) Act.

28.02 Retirement Age

On the last day of the month after reaching maximum retirement age under the provisions of the Pension (Municipal) Act, every employee shall automatically cease to be employed, but the Employer may employ or re-employ an individual over retirement age on a temporary basis.

ARTICLE 29: HEALTH AND WELFARE COVERAGE

The following benefits will be provided to municipal employees:

29.01 Group Life Insurance and Accidental Death and Dismemberment

Group Life Insurance and Accidental Death and Dismemberment for each eligible employee to twice annual earnings and double indemnity for Accidental Death and Dismemberment. The premium for the Group Life and Accidental Death and Dismemberment Plan shall be shared equally by the Employer and the employee.

29.02 Medical Service Plan

Each eligible employee shall be enrolled in the above plan at no cost to the employee.

29.03 Extended Health Benefit

Each eligible employee shall be enrolled in the above plan at no cost to the employee.

29.04 Dental Plan

A Dental Plan will be provided based on the following general principles:

- i) Basic Dental Services (Plan "A") — Plan pays 80% of approved schedule of fees.
- ii) Prosthetics, Crowns and Bridges (Plan "B") — Plan pays 50% of approved schedule of fees.
- iii) Premium costs for the Dental Plan shall be paid by the Employer.

29.05 General Principles

- i) Participation in the aforementioned plans shall be mandatory.
- ii) Life, Accidental Death and Dismemberment, Weekly Indemnity Plan, Extended Health and B.C. Medical Plan coverage commences on the date of completion of three (3) months continuous service, or when an employee becomes eligible to have his name entered on the seniority list.
- iii) Dental Coverage commences on the date of completion of six (6) months continuous service.
- iv) Coverage during layoff will be provided as follows:
In the event of layoff, full coverage excluding Weekly Indemnity will be continued for a period of two (2) months from date of layoff. An employee may also have the option of continuing Life, Accidental Death and Dismemberment, Extended Health and B.C. Medical Plan coverage for an additional four (4) months by paying the full cost of these specific benefits,

and making the necessary arrangements with the Payroll Department.

- v) Coverage during leave of absence shall be provided as follows:

An employee on an approved leave of absence may continue Life and Accidental Death and Dismemberment coverage for up to one (1) year provided the full cost of the premiums are paid to the Employer.

ARTICLE 30: SEVERANCE PAY

- 30.01 Subject to the conditions set out in Sections 30.02 to 30.06 inclusive, the Employer will provide severance pay equivalent to one (1) week's pay for each year of service to employees who are unable to continue in their jobs because of non-compensable injury or illness, mental or physical condition, or who become redundant due to the introduction of new methods, equipment or organization.
- 30.02 The Employer will endeavour to place an employee referred to in Section 30.01 in other work consistent with his mental or physical condition or other qualifications and will endeavour to provide any necessary training or retraining. Except for the situation referred to in Section 30.03 should the employee refuse to be placed in such other work or to undergo training, he shall not be entitled to severance pay.
- 30.03 Notwithstanding the provisions of Section 30.02 an employee who becomes redundant due to the introduction of new methods, equipment, or organization, shall be entitled to severance pay if the only other work in which he can be placed or for which he can be trained falls within a lower rated classification than

the job held by him at the time he became redundant.

- 30.04 To become eligible for severance pay an employee must have worked not less than ten (10) years of continuous service in the employ of the Employer.
- 30.05 The provisions of this Article do not apply to employees who are laid off due to shortage of work and not because of redundancy as defined in Section 30.01.
- 30.06 The amount of severance pay to which an employee shall be entitled shall not exceed ten (10) weeks.

ARTICLE 31: BULLETIN BOARDS

- 31.01 Union notices may be posted on designated bulletin boards.

ARTICLE 32: TECHNOLOGICAL CHANGE

- 32.01 During the term of this agreement, any disputes arising in relation to adjustment to technological change, shall be discussed between the bargaining representatives of the two parties to this collective agreement.
- 32.02 Where the Employer introduces or intends to introduce, a technological change, that:
 - (a) affects the terms and conditions, or security of employment of a significant number of employees to whom this collective agreement applies; and
 - (b) alters significantly the basis upon which the collective agreement was negotiatedeither party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an Arbitration Board pursuant to Article 11 of this Collective Agreement, by

passing all other steps in the grievance procedure.

32.03 The Arbitration Board shall decide whether or not the Employer has introduced, or intends to introduce a technological change, and upon deciding that the Employer has or intends to introduce a technological change the Arbitration Board:

- (a) shall inform the Minister of Labour of its finding; and
- (b) may then or later make any one or more of the following orders:
 - (i) that the change be made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated;
 - (ii) that the Employer will not proceed with the technological change for such period, not exceeding ninety (90) days, as the Arbitration Board considers appropriate;
 - (iii) that the Employer reinstate any employee displaced by reason of the technological change;
 - (iv) that the Employer pay to that employee such compensation in respect of his displacement as the Arbitration Board considers reasonable;
 - (v) that the matter be referred to the Labour Relations Board (under Section 77 of the Labour Code of British Columbia).

- 32.04 the Employer will give to the Union in writing at least ninety (90) days notice of any intended technological change that:
- (a) affects the terms and conditions of security of employment of a significant number of employees to whom this Collective Agreement applies, and
 - (b) alters significantly the basis upon which the Collective Agreement was negotiated.

ARTICLE 33: SERVICE SEVERANCE PAY

- 33.01 Service Severance Pay provisions have been deleted from the Collective Agreement and all monies owing to employees as agreed by the memorandum of Agreement dated December 20, 1978, have been duly paid out.

ARTICLE 34: GENERAL

34.01 Tool Insurance

In case of fire or proven theft, verified by police investigation, insurance coverage will be provided for an approved list of tools which is supplied prior to the **loss**.

34.02 Part Time Payment in Lieu of Fringe Benefits

All employees who are presently employed as part time employees shall be paid 10% in lieu of all vacation and fringe benefits. Where reference is presently made to 6% in lieu of fringe benefits, this will be replaced by the above provision.

ARTICLE 35: COMPENSATION STABILIZATION COMMISSIONER

- 35.01 It is agreed that the Employer will supply a copy to the Union, of the form to be submitted

to the Compensation Stabilization
Commissioner.

ARTICLE 36: TERM OF AGREEMENT

36.01 ~~This Agreement, unless changed by mutual consent of both parties hereto, shall be in force and effect from and after January 1, 1986, up to and including Decembr 31, 1988, and thereafter from year to year unless either party to this Agreement gives notice to commence collective bargaining in accordance with the provisions of the Labour Code of British Columbia Act.~~

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 13th day of January, 1987.

ON BEHALF OF:
Canadian Union of Public
Employees, Local No. 338
W. H. Wostradowski
Gillian Matthews

ON BEHALF OF:
Okanagan Mainline Municipal
Labour Relations Association
T. Smithwick
D. Battison

SCHEDULE "A"
CITY OF KELOWNA
INSIDE POSITIONS — BI-WEEKLY

Pay Grade	Job Title		Step 1 (1st Yr)	Step 2 (2nd Yr)	Step 3 (3rd Yr)
1					
2	Clerk Typist II	1986	691.87	740.27	782.58
	Cashier (Swimming Pool)	1987	709.17	758.78	802.14
	Word Processing Clerk Typist	1988	726.90	777.75	822.19
	Blueprint Clerk				
3	Keypunch Operator	1986	715.04	766.11	812.49
	Receptionist — City Hall	1987	732.92	785.26	832.80
	Accounting Clerk I	1988	751.24	804.89	853.62
	Inspection Services Clerk				
	Clerk Secretary — Inspection Services				
	Receptionist/Typist/Cashier — Recreation				
4	Receptionist — RCMP	1986	746.64	800.39	841.39
	Cashier I	1987	765.31	820.40	862.42
	Data Processors — RCMP	1988	784.44	840.91	883.98
5	Accounting Clerk II	1986	779.56	827.94	885.74

50

	Secretary I	1987	799.05	848.64	907.88		
	Secretary — RCMP	1988	819.03	869.86	930.58		
	Traffic Clerk Typist — RCMP						
	Accounting Tax Clerk						
	Recreation Complex Activity Co-ordinator						
	Word Processing Operator I						
	Cashier Clerk — City Hall						
6	Word Processing Operator II	1986	813.83	870.95	932.78		
	Rod Person	1987	834.18	892.72	956.10		
	Secretary Clerk — Electrical	1988	855.03	915.04	980.00		
	Utilities Clerk						
				Step 1	Step 2	Step 3	Step 4
				(3 mos)	(next 9 mos)	(2nd Yr)	(3rd Yr)
						(4th Yr)	
	7 Utilities Billing Clerk	1986	842.72	879.02	917.33	949.56	982.51
	Secretary II	1987	863.79	901.00	940.26	973.30	1007.07
	Building & Licence Clerk	1988	885.38	923.53	963.77	997.63	1032.25
	Draftsperson I (Engineering)						
	8	1986	887.76	926.06	967.07	1000.65	1036.25
		1987	909.95	949.21	991.25	1025.67	1062.16
		1988	932.70	972.94	1016.03	1051.31	1088.71

SCHEDULE "A"
CITY OF KELOWNA
INSIDE POSITIONS— BI-WEEKLY

Pay Grade	Job Title		Step 1	Step 2	Step 3	Step 4	Step 5
			(3 mos)	(next 9 mos)	(2nd Yr)	(3rd Yr)	(4th Yr)
9	Accounting Clerk III	1986	934.13	975.79	1018.79	1055.10	1092.73
	Planning Technician I	1987	957.48	1000.18	1044.26	1081.48	1120.05
	Operator Programmer	1988	981.42	1025.18	1070.37	1108.52	1148.05
	Accounting Clerk IV (Payroll)						
10	Draftsperson II (Engineering)	1986	972.43	1015.45	1060.47	1098.09	1137.07
	Draftsperson II (Planning)	1987	996.74	1040.84	1086.98	1125.54	1165.50
		1988	1021.66	1066.86	1114.15	1153.68	1194.64
11	Survey Technician	1986	1009.38	1054.42	1101.45	1141.11	1182.10
	Programmer Operator	1987	1034.61	1080.78	1128.99	1169.64	1211.65
	Plan Checker	1988	1060.48	1107.80	1157.21	1198.88	1241.94
12	Buyer	1986	1046.35	1094.07	1143.12	1184.79	1227.12
	Planning Technician II	1987	1072.51	1121.42	1171.70	1214.41	1257.80
	Inspector J Building Sub-Foreman — Survey Technician	1988	1099.32	1149.46	1200.99	1244.77	1289.25
13	Assistant City Clerk	1986	1083.30	1132.37	1183.44	1226.45	1271.49

52

	Licence & By-Law Officer	1987	1110.38	1160.68	1213.03	1257.11	1303.28
	Accountant	1988	1138.14	1189.70	1243.36	1288.54	1335.86
	Development Programmer						
	Draftsperson III						
	Construction Inspector						
	Systems & Budget Accountant						
14	Design Technician (Engineering)	1986	1119.61	1170.68	1224.44	1269.45	1315.83
	Engineering Traffic Technician	1987	1147.60	1199.95	1255.05	1301.19	1348.73
		1988	1176.29	1229.95	1286.43	1333.72	1382.45
15	Development Technician (Engineering) . . .	1986	1157.24	1209.66	1266.10	1312.48	1360.87
	Subdivision Technician (Planning)	1987	1186.17	1239.90	1297.75	1345.29	1394.89
65	Data Processing Co-ordinator	1988	1215.82	1270.90	1330.19	1378.92	1429.76
	Laboratory Co-ordinator						
	Development Officer						
	Inspector II – Building						
	Inspector II – Gas & Plumbing						

Trades **Inspectors** Adjustment

Effective January 1, 1982, Building and/or Plumbing Inspectors required to have a Trades Certificate, as set out in their job description shall receive \$84.00 bi-weekly (\$183/month) in addition to their normal monthly salary.

SCHEDULE "A"
CITY OF KELOWNA
OUTSIDE POSITIONS

Pay Grade	Job Title	Effective		
		Jan. 1 1986	Jan. 1 1987	Jan. 1 1988
1	Ticket Seller	10.00	10.25	10.51
2				
3				
4	Labourer I	12.06	12.36	12.67
54	Lifeguard			
	Labourer II — Engineering	12.45	12.76	13.08
	Labourer II — Parks			
	Lifeguard Instructor I			
	Recreation Aide			
6	Maintenance Man I, Civic Properties			
6	Equipment Operator I	12.64	12.96	13.28
	Traffic Officer I			
7	Equipment Operator II	12.93	13.25	13.58
	Painter I			
	Irrigation Serviceman			

	Cement Worker — Form Setter			
	Carpenter I			
	Maintenance Man II Civic Properties			
	Groundsman			
	Warehouseman			
	Pesticide Control Operator			
	Civilian Guard			
	Sewage Treatment Plant Operator I			
a	Equipment Operator III	13.24	13.57	13.91
	Maintenance Man — Swimming Pool Operator			
	Maintenance & Ice Man Arena			
55	Cemetery Groundsman			
	Pipefitter — Layer			
	Gardener			
	Traffic Officer II			
	Garage Serviceman & Shop Attendant			
	Water Meter Serviceman			
9	Utilities Serviceman	13.53	13.87	14.22
	Equipment Operator IV			
	Landscaper II			
	Inventory Control & First Aid Attendant			
	Lifeguard Instructor II			
	Sewage Treatment Plant Operator II			

SCHEDULE "A"
CITY OF KELOWNA
OUTSIDE POSITIONS

Pay Grade	Job Title	Effective		
		Jan. 1 1986	Jan. 1 1987	Jan. 1 1988
10	Equipment Operator V	14.41	14.77	15.14
	Cemetery Caretaker			
	Maintenance Man — Community Theatre			
	Sewer Equipment Operator			
	Traffic Officer III			
	Recreation Programmer			
	Water Treatment Plant Operator			
10	With Trade Premium Included (See *** below)			
	*** Painter II	15.61	15.97	16.34
	*** Cement Finisher — Bricklayer			
	*** Carpenter II			
	*** Welder			
	*** Mechanic			
11	Utility Equipment Operator	14.54	14.90	15.27
	Sub. Foreman — Parks			

	Sub Foreman — Arena			
	Tree Trimmer Operator			
	* Sewer Treatment Plant Operator III			
	(**Certified Class I)			
	Sewage Treatment Plant Operator IV			
12		14.79	15.16	15.54
13	Sub Foreman — Public Works	15.15	15.53	15.92
	Sub Foreman — Water			
	Sub Foreman — Sewer			
	Sewer Treatment Plant Operator V			

19 **

*** _ for explanation, see following page

SCHEDULE "A"
CITY OF KELOWNA
OUTSIDE POSITIONS

- Sewage Treatment Plant Operator with a Class I, would move to Sewage Treatment Plant Operator II (Brandt Creek only).
- ** Certification — Issued pursuant to the Ministry of Labour B.C. Water and Waste Operator I Certificate.
- *** In addition to the hourly rate increase shown for Outside employees effective January 1, 1981, Certified Tradesmen who are qualified with a certificate of proficiency issued pursuant to the Apprenticeship and Tradesmen's qualification Act and who are posted to a trades position as shown hereafter will receive \$1.20 per hour. Eligible tradesmen are Sub Foreman Garage, Automotive Mechanic/Welder, Painter II, Mechanic-Welder, Carpenter II, Automotive-Mechanic and Cement Finisher Bricklayer.

SCHEDULE "A"
CITY OF KELOWNA
OUTSIDE POSITIONS

In addition to the hourly rate increase shown for Outside employees effective January 1, 1981, Certified Tradesmen who are qualified with a certificate of proficiency issued pursuant to the Apprenticeship and Tradesmen's Qualification Act and who are posted to a trades position as shown hereafter will receive \$1.20 per hour. Eligible tradesmen are Sub Foreman Garage; Automotive Mechanic/Welder Painter II; Mechanic-Welder; Carpenter II Automotive-Mechanic and Cement Finisher Bricklayer.

In addition to the above, those employees who have carried out their duties as tradesmen in the above named trades but who are not qualified pursuant to the Apprenticeship and Tradesmen's Qualification Act shall be eligible to receive the \$1.20 per hour.

All persons eligible to receive this rate premium are listed below:

A. Badke	Carpenter II
S. Bratanic	Carpenter II
E. Dueck	Painter II
C. McDonald	Painter II
W. Lowen	Mechanic
H. Roy	Mechanic
N. Nadain	Mechanic
R. Campbell	Mechanic
J. Grisen	Cement Finisher Bricklayer (Grandfathered)
E. Hurczak	Cement Finisher Bricklayer (Grandfathered)

The Parties agree on the following points to resolve the longstanding dispute of the \$1.20 Trades rate and the \$84.00 bi-weekly Trades adjustment:

- (i) The question of the \$84.00 bi-weekly will be referred to Arbitration if the Union deems it necessary.
- (ii) The rate of \$1.20 will be listed in Schedule "A" as originally drafted for the 1981-82 Collective Agreement (ie: added to the appropriate rates).
- (iii) The Parties further agree that such Trades rates will be paid on Overtime, Statutory Holidays, Vacation, Sick Time and applied to all wage related benefits.
- (iv) The appropriate Letter that identifies the eligible Trades and persons who qualify shall also be attached to Schedule "A" of the 1981-82 Collective Agreement.

- (v) In the event a persons or persons identified fo the \$1.20 Trades premium terminates thei employment or changes jobs or is not longe able to perform the duties, the Employer wi pay the \$1.20 premium to any employee wh replaces such employees, provided that t qualify to receive the \$1.20, the employee mus be a Certified Tradesman as described in th various Memoranda of Agreement (signed i Penticton May 22, 1981), or have recently work ed in the trade carrying out the duties of a Tradesman for at least five (5) years.
- (vi) Any employee who replaces a Tradesman on a temporary basis, must be qualified to perform all the duties of the position they are replacing in order to be eligible to receive the additiona \$1.20 premium rate. In the event that the employee is not qualified to perform all the duties, he will not receive the \$1.20 premium rate.

**CITY OF KELOWNA
BLUE CIRCLE INCUMBENTS
1986-1987-1988**

	Jan. 1 1986	Jan. 1 1987	Jan. 1 1988
Korsch, W.			
Sub-Foreman Parks	14.57	14.93	15.30
Vohs, K. O.			
Sub-Foreman Parks	14.57	14.93	15.30
Matsuda, H. H. Secretary II	989.22	1013.95	1039.30
Lynott, D. R., Secretary II	989.22	1013.95	1039.30
Leslie, C., Secretary II	989.22	1013.95	1039.30

SCHEDULE "B"
EXCEPTIONS TO NORMAL WORK DAY,
NORMAL WORK WEEK AND
OTHER CONDITIONS OF EMPLOYMENT

1. Shift Changes — Schedule "B"

- (a) In the event of the Employer or the Union wish to change any of the present shifts currently contained in Schedule "B", the Union and the Employer agree that such changes will be made by mutual agreement, subject to item (b) below.

- (b) Should the Employer and the Union fail to agree, the following will prevail:
 - (i) If the Union and Employer cannot agree to the above, the matter of shift schedules and shift premium in accordance with Article 20, shall be referred within five (5) working days, to a representative of the Union and the Director of Labour Relations Services, OMMLRA. Failing agreement at this stage, the matter will be settled in accordance with the following:

 - (ii) It is agreed that various shifts, whether covered by Schedule "B" or not can be implemented or changed, consistent with the guidelines outlined.

In the event a dispute arises out of the term of #3 below, the dispute will be referred to the Preventative Mediator for resolution in accordance with the following terms of reference:

- (1) It is not the intent to make changes to the general intent of the (Article 16) Hours of Work provisions of the Collective Agreement between the Parties.

- (2) Hours of Work and/or Shift Changes must be made for reasons of cost and/or efficiency savings to the Employer.
 - (3) The Employer will be required to establish that shift schedules or Hours of Work changes introduced under this Article will result in a cost or efficiency savings to the Employer and that operational requirements dictate the need for the proposed shift/hours schedules.
 - (4) The Mediator will examine the positions of both parties and will make a binding recommendation taking into account the terms of reference noted above.
 - (5) The Parties agree that the Preventative Mediator to be named for the term of the Collective Agreement is Mr. Vince Ready.
 - (6) It is further agreed that the shifts to be implemented under this amendment will not affect current stand-by practices.
 - (c) The City will plan shifts as far in advance as possible prior to the aforementioned meetings.
 - (d) The intent would be to remove certain operations described in Schedule "B" from the Overtime and Hours of Work provisions of the Collective Agreement. Those operations not mentioned in Schedule "B" may be removed from the Overtime and Hours of Work provisions of the Collective Agreement by mutual agreement. Said mutual agreement will not be unreasonably withheld.
2. Due to the nature of their work, the hours and day of work and any other special conditions of employment applicable to the employees referred to in this Schedule shall be as follows:

3. Street Sweeper Operator and
Hand Street Sweeper

The normal work day for these employees shall consist of a scheduled period of eight (8) hours of work and their normal work week shall consist of five (5) consecutive days, followed by two (2) consecutive days off.

4. Parks and Recreation Employees

(a) The normal work day for these employees shall, subject to sub-paragraphs (b) and (d), consist of a scheduled period of eight (8) hours of work and their normal work week shall consist of five (5) such consecutive days, followed by two (2) consecutive days off.

(b) Part-Time Help not Covered

None of the provisions of this Agreement, other than the wage rates, Union dues deduction, access to grievance procedure, shall apply to Parks and Recreation employees hired as part-time help. As referred to in this paragraph, "part-time help" shall mean any person who does not work full-time and who is employed for not more than sixteen (16) hours per week.

(c) Arena Employees — Shift Schedule

Arena employees may be placed on a shift schedule whereby, over a period of eight (8) consecutive weeks, they work an average of forty (40) hours per week, the normal work day and the normal work week, for purposes of overtime, being as set out in such shift schedules.

(d) Statutory Holiday Provisions

The Provisions of Section 21.05 and 21.06 of this Agreement shall not apply to Arena

employees, Aquatic Staff and Playground Staff. Should a statutory holiday fall upon a day on which such an employee is scheduled to work, the employee will be required to work his normal shift and shall be paid at double his regular or equivalent hourly rate for all hours worked by him. In addition, such employee shall, for each statutory holiday worked, be given a day off with pay at some other time not later than his next annual vacation, or termination of employment, whichever first occurs, such day off to be taken at a time which meets the convenience of the Employer and of the employee.

(e) **Maintenance Man — Community Theatre**

- (i) An employee in this classification shall not be subject to regular daily or weekly hours of work. Such employee shall however, be entitled to overtime at the rate of time and one-half for the first two (2) hours and double time thereafter for work in excess of eight (8) hours in an one day and in excess of forty (40) hour in any calendar week, excluding hour worked in excess of eight (8) in any on day.
- (ii) Notwithstanding the provisions of sub paragraph (e) (i), or of any of the other provisions of this Agreement respecting hours of work, overtime, shift premium, statutory holidays and call-outs, a employee classified as Maintenance Man - Community Theatre shall be covered by the Letter of Understanding — **PAID TIME-OFF IN LIEU OF WORKED OVERTIME**, dated November 28, 1986.

(iii) The time off referred to in sub-paragraph (f) (ii) must be taken by December 31st of the year in which it is earned. If this is not done the employee concerned shall receive payment for all overtime and/or premium time still remaining and due to him and such payment shall be made not later than December 31st of the year in which it is earned.

5. (a) Traffic Officers

The normal work day for these employees shall consist of a scheduled period of not more than eight (8) hours of work and their normal work week shall consist of forty (40) scheduled hours of work, Monday to Saturday inclusive.

(b) Park Patrol

The Agreement will provide for five (5) days on, two (2) consecutive days off, work to be done on the afternoon shift, park patrol to apply approximately May to September inclusive.

6. Civilian Guards

(a) The normal work day for these employees shall, subject to sub-paragraph (b), consist of a scheduled period of eight (8) hours of work and their normal work week shall consist of five (5) such consecutive days, followed by two (2) consecutive days off.

(b) Relief Guards Not Covered

None of the provisions of this Agreement, other than the wage rates, Union dues deduction, access to grievance procedure, shall apply to persons hired as Relief Guards. "Relief Guards" shall mean any person who is not employed full time and who is hired to relieve

the regular full-time Civilian Guards on their days off and when absent from duty due to sickness, statutory holidays, annual vacation and leave of absence without pay.

7. **RCMP — Clerical, Life Guards, Recreation Centre — Maintenance, Pollution Control**
The normal work day and work week for the above named classifications, shall continue, unless modified by the provisions of #1 of schedule "B"
8. **Water and Waste Water Treatment Operators**
The normal work day for those employees currently working the ten (10) days on, four (4) days off system shall be eight (8) hours per day on that ten (10) days on, four (4) days off system. The normal work day and the normal work week, for the purposes of overtime, being as set out in that shift schedule.
9. **Road and Street Painting Crews**
The normal work day for these employees shall consist of a scheduled period of not more than eight (8) hours of work and the normal work week shall consist of five (5) consecutive days followed by two (2) consecutive days off, Monday to Friday inclusive.

LETTER OF UNDERSTANDING

BETWEEN: OKANAGAN MAINLINE MUNICIPAL
LABOUR RELATIONS ASSOCIATION,
On Behalf of the City of Kelowna

AND: CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 338

RE: ASSIGNMENT TO SUB-FOREMAN CLASSIFICATION

It is understood and agreed that only Management representatives will designate employees to the classification of Sub-Foreman. It is further

understood that when a vacant Sub-Foreman position is to be filled, the Management representative will designate the employee taking seniority, qualifications and employee preference to such designation into account.

ON BEHALF OF:
CUPE, LOCAL 338
(Signed)
Jim Kelly

ON BEHALF OF:
O.M.M.L.R.A.
(Signed)
S. A. Tzogoëff

Date: December 12, 1978

LETTER OF UNDERSTANDING

BETWEEN: OKANAGAN MAINLINE MUNICIPAL
LABOUR RELATIONS ASSOCIATION,
On Behalf of the City of Kelowna

AND: CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL No. 338

RE: MEDICAL PLACEMENT

As a result of negotiations for the renewal of the 1978 Collective Agreement, the parties have agreed that, as a result of an employee being partially disabled through sickness or accident, that the Employer will endeavour to place the injured person into a regular job that is available, provided that such person can perform the work.

It is further understood that if a problem arises in terms of placement of such an individual, the City of Kelowna and the Union will meet through the Labour Management Committee, to review the circumstances.

ON BEHALF OF:
CUPE, LOCAL No. 338
(Signed)
Jim Kelly
(Signed)
A. E. Johnson

ON BEHALF OF:
O.M.M.L.R.A.
(Signed)
S. A. Tzogoëff
(Signed)
R. Bozzer

Date: December 20, 1978

LETTER OF UNDERSTANDING

BETWEEN: OKANAGAN MAINLINE MUNICIPAL
LABOUR RELATIONS ASSOCIATION

AND: CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL No. 338

RE: DISCRIMINATION OF HIRING PRACTICES

As a result of negotiations for the renewal of the 1978 Collective Agreement, it is understood that the O.M.M.L.R.A. shall endorse the removal, from the City of Kelowna hiring policies, any "discriminatory clauses pertaining to the hiring of relatives.

ON BEHALF OF:	ON BEHALF OF:
CUPE, LOCAL NO. 338	O.M.M.L.R.A.
(Signed)	(Signed)
Jim Kelly	S. A. Tzogoëff
(Signed)	(Signed)
A. E. Johnson	R. Bozzer

Date: December 20, 1978

LETTER OF UNDERSTANDING

BETWEEN: OKANAGAN MAINLINE MUNICIPAL
LABOUR RELATIONS ASSOCIATION,
On Behalf of the City of Kelowna

AND: CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL NO. 338

**RE: PAYMENT IN LIEU OF HEALTH & WELFARE
BENEFITS, AND VACATION ENTITLEMENTS FOR
PART TIME EMPLOYEES**

As a result of negotiations for the renewal of the 1978 Collective Agreement, between the Parties, it is understood and agreed that Part Time Employees shall not be eligible for the Health and Welfare Benefit Plan, or to take vacation entitlement. In lieu of this, Part Time Employees shall receive a ten per cent (10%) premium on their regular wages/salaries. This premium will be applicable to every pay period.

ON BEHALF OF:
CUPE, LOCAL 338
(Signed)
Jim Kelly
(Signed)
W. Wostradowski

ON BEHALF OF:
O.M.M.L.R.A.
(Signed)
R. Bozzer
(Signed)
R. J. Moffat

Date: September 12, 1979
Revised: June 4, 1981

LETTER OF INTENT

The following understanding does not commit the Parties to Pattern, Regional or Master Bargaining.

Should the Parties engage in Pattern or some form of Regional Bargaining in the future, the Parties agree as follows:

- 1) All local bargaining by Local Committees will continue as in the 1979-1980 Collective Agreement.
- 3) The Employer will pay regular straight time wages and benefits for Union Negotiating Committee members as follows, when involved in direct collective bargaining with the Employer or the Employer's representative:

NOTE: For the purpose of this Letter, direct collective bargaining means: negotiations whereby both parties are scheduled by agreement or otherwise to meet with each other on a date or dates agreed to between the parties for the purpose of the renewal of a Collective Agreement.

City of Kelowna (2)

This shall not be deemed to limit the amount of people allowed in Bargaining Committee Caucuses, provided, however, it will be the Local Union's responsibility to pay for all wages and benefits for numbers

of employees in excess of those shown in paragraph "B" above.

D) In all cases involving collective bargaining whether for Local or Regional purposes employees involved must obtain permission to be absent as provided for in the appropriate clause of their Collective Agreement.

E) The Union will supply a list of employees entitled to payment under "B" above.

ON BEHALF OF:	ON BEHALF OF:
CUPE, LOCAL 338	O.M.M.L.R.A.
(Signed)	(Signed)
Jim Kelly	R. Bozzer
(Signed)	(Signed)
W. Wostradowski	R. J. Moffat

Date: June 4, 1981

"V.R." — January 11, 1984

LETTER OF UNDERSTANDING

BETWEEN O.M.M.L.R.A. AND C.U.P.E. ON BEHALF OF PARTICIPATING MEMBER MUNICIPALITIES AND C.U.P.E. LOCALS AS REFERENCED IN THE AUGUST 8, 1983 MEMORANDUM OF AGREEMENT. PURSUANT TO THE ABOVE MEMORANDUM ITEM #10

10. It is agreed between the parties that shifts will be established in each area, as required, for snow removal. It is further agreed that the snow removal shifts for Revelstoke will be negotiated on a local basis. In the event that the Parties cannot come to an agreement, it is agreed that the mediator, Mr. Vince Ready, will assist the Parties to come to a resolution.

ON BEHALF OF:	ON BEHALF OF:
O.M.M.L.R.A.:	C.U.P.E.:
R. M. Heise	Jim Kelly
R. Born	

Dated: January 11, 1984

LETTER OF UNDERSTANDING

BETWEEN the CANADIAN UNION OF PUBLIC EMPLOYEES on behalf of the following Locals: 338, 163, 608, 900, 1136, 1908, 2587 AND the OKANAGAN MAINLINE MUNICIPAL LABOUR RELATIONS ASSOCIATION on behalf of Kelowna, Revelstoke, Penticton, Oliver, Osoyoos, Keremeos, Kamloops, Summerland, Salmon Arm, Columbia Shuswap Regional District, Princeton, Logan Lake, Thompson-Nicola Regional District.

EMPLOYER OBLIGATIONS TO EMPLOYEES

In recognition of the Employers rights to contract out work and in recognition of the Employers obligation to his employees, the parties agree as follows:

1. In the event the Employer wishes to examine the feasibility of contracting out work currently being done by bargaining unit employees then the following process will apply:
 - (a) The Employer will provide the Union with an estimate of the cost of doing the work "in house".
 - (b) The Union may then provide the Employer with any suggestions on productivity improvements, cost or efficiency savings. In the event that the Union wishes to respond it will do so within ten (10) working days of receiving said cost estimate.
2. Those employees named on the agreed to list attached and forming part of this Letter of Understanding will not lose their employment as a result of contracting out.
3. The officers of each CUPE Local or unit will provide a letter to their respective councils offering suggestions and incentives for doing work "in house" which is currently being contracted out.

4. As a result of employees being displaced by the contracting out of their jobs, the parties agree there may be a need and/or opportunity for retraining and it is therefore desirable to develop a process for such retraining. This process will be developed through Labour/Management Committees and will be completed by July 1987. This applies only to Kamloops, Kelowna, Penticton, Revelstoke, Salmon Arm and Sunmerland. The remaining Municipalities and Regional Districts may wish to favorably consider a similar process.
5. Employees who are displaced by the contracting out of their job and covered by number two (2) above, shall have the option of receiving severance pay at a rate of one (1) week's pay for each year of seniority to a maximum of ten (10) weeks upon severing his employee/employer relationship. The employee shall have up to three (3) months from the date of displacement to exercise his option. Severance pay will be paid at the rate of the job the employee was displaced from.

SIGNED THIS 28th DAY OF NOVEMBER, 1986

ON BEHALF OF:

The O.M.M.L.R.A.
R. A. Born

The UNION
W. H. Wostradowski
Gillian Matthews

CITY OF KELOWNA

ALLAN, William	KNORR, Ralph
ARCAND, Patricia	KOIDE, Leiko
AYKROYD, Claude	KOMICK, Theodore
BAJER, Tadeusz	KORSCH, Werner
BARAN, Kathy	KRAUSE, Daniel
BATES, Mary	LADEIRA, Antonio
BECK, Art	LAFACE, Alfred

EERWALD, Peter
IFFARD, John
RAYSHAW, Donald
URKE, Roland
ARATE, Darryl
ARRINGTON, Brian
ERMINARA, Mario
IMBARO, Gino
LARK, Claude
OOK, Peter
SOBOT, Pius
ELEURME, Denis
HAMI, Jarnail
UECK, Edward
UNHAM, Lawrence
UNHAM, Terry
RBACHER, Hugo
RICKSON, Edward
VANS, Carol
ELLINI, Vincenzo
ODOR, Ambrus
RANKO, Eugene
ARNEAU, Maurice
ERK, John
OOD, Victor
RISON, John
ROZIK, Roy
RUBER, Lorne
ADFIELD, Bruce
ARDER, Bernhard
EITT, Bruce
ORN, Konstantin
UBERT, Edward
URCZAK, Ewald
JHNSON, Harvey
JHNSON, Walter
JNASSON, M. Baldwin

LEBOE, Allan
LEHUNE, William
LINNEMOLLER, Elaine
LINTON, Marilyn
LORD, William
LOWEN, William
LYNOTT, Diane
McDONALD, Clifford
MacGREGOR, Philip
MacLELLAN, Ronald
MACK, William
MATSUDA, Helen
MILES, Geanette
MILLARD, Richard
MOLLER, Gerald
NIELSEN, Hans
NORTH, Joseph
NYKOLYSZYN, John
POLMEAR, Gary
PETERSON, June
RAMBOLD, Adam
READY, Ronald
ROWLAND, Ronald
SACKMANN, Herbert
SALI, Harvey
SCANLAND, Kenneth
SCHIEWE, Eugene
SENGER, Thomas
SILUK, Edward
SPELAY, Lorne
STEARNS, Ray
STEWART, Donald
STOTZ, Egon
STRUTHERS, Kenneth
TEATHER, Bruce
TIEGEN, Sheila
TWANO, Douglas

JONES, Larry
JONES, Richard
KALTENHAUSER, Henry
KEATING, Reginald
KELLY, Yvonne
KINASEWICH, Mike

VOHS, Karl
WHITE, James
WHITTLE, Jack
WOSTRADOWSKI, Wilbur
YOUNG, Janet
YUNG, Wilfred

LETTER OF UNDERSTANDING

BETWEEN the CANADIAN UNION OF PUBLIC EMPLOYEES on behalf of the following Locals: 336, 363, 608, 900, 1136, 1908, 2587 AND the OKANAGA MAINLINE MUNICIPAL LABOUR RELATION ASSOCIATION on behalf of Kelowna, Revelstok, Penticton, Oliver, Osoyoos, Keremeos, Kamloop Summerland, Salmon Arm, Columbia Shuswa Regional District, Princeton, Logan Lake, Thompson Nicola Regional District.

**PAID TIME-OFF IN LIEU OF
WORKED OVERTIME**

Subject to the Employers operational requirements, employees may consider paid time-off in lieu of worked overtime. Time-off will only be taken upon mutual agreement between the employee and his/her Supervisor, provided that any unused banked time will be paid out once yearly at a time to be determined by the Employer. Paid time-off shall be provided at the same rate as the applicable overtime rates.

SIGNED THIS 28th DAY OF NOVEMBER, 1986

ON BEHALF OF:

The O.M.M.L.R.A.
R. A. Born

The UNION
W. H. Wostradowski
Gilliam Matthews

LETTER OF UNDERSTANDING

BETWEEN:

The OKANAGAN MAINLINE MUNICIPAL LABOUR RELATIONS ASSOCIATION (OMMLRA) on behalf of the City of Kelowna, City of Revelstoke, City of Penticton, Village of Oliver, Town of Osoyoos, Village of Keremeos, District of Summerland, District of Salmon Arm, Town of Princeton, District of Logan Lake and Thompson Nicola Regional District

AND:

The CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE), Local 338 Kelowna; Local 363 Revelstoke; Local 608 Penticton, Oliver, Osoyoos, Keremeos; Local 1136 Summerland; Local 1908 Salmon Arm; Local 2587 Princeton, Logan Lake and Thompson Nicola Regional District

This will confirm the understanding that the parties agree to the following:

1. Delete all reference to Long Term Disability (L.T.D.) plans in all Collective Agreements between the above named parties.
2. Effective January 1, 1988 or earlier by mutual agreement, the Union will make available an L.T.D. plan. The existing OMMLRA L.T.D. plan shall remain in full force and effect until December 31, 1987 or earlier by mutual agreement.
3. All employees presently receiving benefit payments from the current OMMLRA L.T.D. plan shall continue to receive these benefit payments as long as they remain eligible under the terms and conditions of the current OMMLRA plan.
4. The Employer agrees to cooperate with the Union in the changeover of employees into the CUPE L.T.D. plan.

5. The Employer agrees to cooperate with the union and facilitate the sign-up of employees in a Long Term Disability plan. The Employer agrees to have all new employees sign an L.T.D. enrollment card and will forward the card to the Union. The Union agrees to supply the Employer with enrollment cards.
6. The Employer agrees to supply to an agent of the Union's choosing, at no cost to the Union no later than September 1, 1987, the following data:
 - (a) Names of employees, birth dates, social insurance numbers, classification and rates of pay.
 - (b) A statement of premiums and claims paid under the current OMMLRA L.T.D. plan for the three (3) year period ending February 1987.
7. The Employer agrees to supply to the Union a list of employees who are off work due to sickness or accident on the last day of coverage under the current OMMLRA L.T.D. plan. Such employees will be entitled to benefit payments under the terms of the current OMMLRA L.T.D. plan as long as they remain eligible under the terms and conditions of the current OMMLRA L.T.D. plan.
8. After the effective date of the L.T.D. transfer, the Employer agrees to advise the Union of employees on extended sick leave, and who may be expected to make claims for Long Term Disability insurance income, no later than the end of the fourth (4th) month in which such employees are on Weekly Indemnity. The Employer agrees to provide the Union with the employee's rate of pay on the last day of work.

prior to illness, date of illness, current address, classification and marital status.

- . The Employer agrees to the check-off of premiums from existing employees who are presently covered by the current **OMMLRA** L.T.D. plan. All employees, including new employees hired after the date of implementation of the **CUPE** plan, will be required to join as a condition of employment unless the Employer is otherwise notified by the Union.
- . The Employer agrees to remit **L.T.D.** premiums to the Union. Payroll deductions shall be made on a bi-weekly basis from all eligible employees and shall be forwarded to the Union not later than the fifteenth (15th) day of the following month. This submission shall be accompanied by a list of names of all employees from who deductions have been made. In order to facilitate a computer program for premium deductions, the Parties agree the premium deductions must be calculated as a percentage of an employee's salary (pay) or a flat amount per employee. The Union shall advise the Employer of the method to be used no later than thirty (30) days prior to the transition date. Changes to the amounts to be deducted must be submitted by the Union to the Employer no later than thirty (30) days in advance of the effective date of such changes.

The Union agrees to administer the **CUPE** plan and to handle **L.T.D.** claims and other business arising with employees having L.T.D. coverage.

With the exception of the expressed terms of this Letter of Understanding, the Union agrees that the Employer will not be held liable for Long Term Disability protection for employees.

This agreement made the 6th day of July, 1987.

G. English
J. S. Crowder
R. W. Baker
on behalf of the
OMMLRA

Jim Kelly
C. E. Williscroft
D. Snow
R. Taylor
W. H. Wostradowski
E. M. Franko
on behalf of CUPE
Locals 338, 608,
2587, 363, 1908
and 1136

LETTER OF UNDERSTANDING

Between: THE CITY OF KELOWNA
And: THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 338

RE: TIME OFF IN LIEU OF STANDBY PAY:

- 1) Public Works Division
- 2) Utilities Division
- 3) Water and Waste Water Division
- 4) Garage - Maintenance Division

(a) **GENERAL:**

In the event that an employee of the above noted divisions is required to work standby duty, I may consider time off in lieu equivalent to worked standby. Time off will only be taken up mutual agreement between the employee and Supervisor, provided that when an employee has accumulated the equivalent of five (5) working days lieu time off, he will be scheduled equivalent time off within sixty (60) calendar days.

- (b) When an employee of the Utilities Division is on standby and receives four (4) telephone calls that make up one-half (1/2) hour, that employee will be paid for that one-half (1/2) hour at the a

plicable overtime rate. This overtime rate will be paid over and above the prevailing standby pay. All of the foregoing provisions of this paragraph are terminated if there is any abuse of this arrangement.

This agreement made the 28th day of July, 1987.

Wilbur H. Wostradowski Gillian Matthews	R. W. Baker
ON BEHALF OF CUPE, LOCAL 338	ON BEHALF OF THE CITY OF KELOWNA

LETTER OF UNDERSTANDING

between: THE CITY OF KELOWNA
and: THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 338

RE: FEMALE CIVILIAN GUARDS

Part time female Civilian Guards who are required to work shift work shall receive shift premiums in accordance with Article 20 of the Collective Agreement, subject to the provisions of Article 25.07 — MO-RAMIDING.

Part time female Civilian Guards who work on a statutory Holiday shall receive payment for the statutory Holiday in accordance with Article 21.06 of Collective Agreement.

Part time female Civilian Guards are subject to the provisions of Article 34.02 — PART TIME PAYMENT LIEU OF FRINGE BENEFITS.

This agreement made the 28th day of July, 1987.

Wilbur H. Wostradowski Gillian Matthews	R. W. Baker
ON BEHALF OF CUPE, LOCAL 338	ON BEHALF OF THE CITY OF KELOWNA

