

SOURCE	Union		
REF.	92	01	01
TERM.	94	12	31
NO. OF EMPLOYEES	185		
NO. OF EMPLOYEES	80		

**1992-1993-1994 COLLECTIVE AGREEMENT**

**BETWEEN**

**OKANAGAN MAINLINE MUNICIPAL LABOUR RELATIONS ASSOCIATION**  
**On behalf of the ~~City~~ of Penticton**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 608**

103-10 1993

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**THIS AGREEMENT** made this 28th day of August, 1992.

**BETWEEN:** **OKANAGAN MAINLINE MUNICIPAL LABOUR RELATIONS ASSOCIATION,**  
on behalf of the Corporation of the City of Penticton

(hereinafter called the "Association")

**PARTY OF THE FIRST PART**

**AND:** **THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 608,**  
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 Penticton (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** Except as otherwise provided in the Agreement, the management, supervision and control of the Employer's operation and the direction of the working force remain the exclusive function of management.

**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 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.

### **3.03      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 Industrial Relations Council by either the Union or the Employer, or by the Association on behalf of the Employer, the said Council rules that any person, whose job classification is not included in Schedule "A", is an employee within the meaning of the Industrial Relations Act 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 28 of this Agreement shall apply thereto.*

## **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, sex, colour, national origin, political or religious affiliation, or place of residence, nor by reason of his membership or activity in the 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 require.*
- 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 2, as outlined in Article 11.03.*

## **ARTICLE 5: UNION SECURITY**

### **5.01      Maintenance of Membership**

*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 Bylaws.*

**5.02** 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 Bylaws and shall forward such deduction to the Union in the manner provided for in Article 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 affects normal monthly deductions.

**6.04** **Deductions**

Deductions shall be made from the payroll on a bi-weekly basis and forwarded to the Secretary-Treasurer of the Union, not later than the 15th of the month following, 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** **New Employees**

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: CORRESPONDENCE**

**8.01** Correspondence between the Employer and the Union, arising out of this Agreement or incidental thereto, shall pass to and from the Municipal Administrator and Personnel Director and the Secretary of the Union.

Notwithstanding the foregoing, the Association may correspond directly with the Union on matters incidental to this Agreement and in turn, the Association may receive correspondence directly from the Union.

**ARTICLE 9: LABOUR MANAGEMENT RELATIONS**

**9.01** **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.

**9.02      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.

**9.03      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 Article 11.02 of this Agreement, shall be dealt with under the provisions of Articles 11 and 12 and shall not be referred to the Labour-Management Relations Committee.

**9.04      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.

**9.05      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.

**9.06      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.

**9.07      Right of Assistance of Representatives of the Union**

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 10: RULES AND REGULATIONS**

### **10.01 Copies to be Posted**

*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 11: GRIEVANCE PROCEDURE**

### **11.01 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.*

### **11.02 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 12 and 13 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 slowdown or stoppage of work.*

### **11.03 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) working days after a grievance was first discussed under Step I, the grievance shall be submitted, in writing, to the aggrieved employees Department Head, with a copy to the Industrial Relations Department.*

*Within five (5) working days of receipt of the grievance, the aggrieved employee, in person with the Union’s Grievance Committee and any necessary witnesses, will meet with the Employer’s Grievance Committee and any necessary witnesses, in an effort to resolve the grievance.*

*The Employer’s Grievance Committee may be comprised of the Department Head of the affected Department, the Director of the affected Department, the Superintendent of the affected Department, the Foreman of the affected Department and the Representative of the Industrial Relations Department.*

*At the grievance meeting held between the Parties, both Parties shall present and hear all of the known evidence and facts related to the dispute, Both Parties commit to bringing forward all known evidence and facts of the case and not to withhold any known evidence or facts, in the best interests of resolving the dispute to the benefit of the Parties and the Grievor.*

*Should the dispute remain unresolved following this meeting, the Parties shall be restricted to using only that evidence and those facts relied upon at the grievance meetings in any arbitration proceedings.*

*Should either of the Parties become aware of any relevant or pertinent evidence or facts related to the dispute following the grievance meeting, which were unknown to that Party at the time of the grievance meeting, the Party shall be obligated to immediately inform the other Party of the new information.*

*Failure to provide such information to the other Party prior to any arbitration proceeding into the dispute shall disqualify that Party from relying on such new information at any arbitration proceeding into that dispute.*

**11.04** *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.*

**11.05** **Policy Grievance**

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

**11.06** **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 at Step 2 of the Grievance Procedure. Until the grievance has been disposed of at Step 2 of Article 11.03, the employee or employees concerned shall have the right to refuse to work under the alleged unsafe conditions.*

**11.07** **Replies in Writing**

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

### **11.08 Employee 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.*

### **11.09 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 12.*

## **ARTICLE 12: ARBITRATION**

### **12.01 Board of Arbitration**

- (a) A Board of Arbitration shall consist of three (3) 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 selection 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.*

### **12.02 Amending of Time Limits**

*Except for Step 2 of the grievance procedure, time limits mentioned in Articles 11 and 12 refer to clear calendar days and may only be extended by mutual agreement of the parties in writing.*

### **12.03      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 arrangements 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.*

### **12.04      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 13: DISCHARGE. SUSPENSION AND DISCIPLINE**

### **13.01      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.*

### **13.02      Procedure Upon Discharge or Suspension**

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

**13.03**      *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.*

**13.04**      *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.*

**13.05**      *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 2 ~~of~~ Article 11.03.*

**13.06**      *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.

- 13.07**     *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 14: SENIORITY FOR PURPOSE OF LAYOFF AND RECALL**

**14.01**     **Seniority Defined**

*Seniority shall be measured by length of service in the employ of the Employer and, except as provided in Article 14.04, shall operate on a bargaining unit-wide basis.*

**14.02**     **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 appropriate seniority list as of his original date of employment.*

**14.03**     **Seniority Lists**

*The Employer shall prepare and keep up to date seniority lists according to departments of all employees who have qualified for seniority, and a copy of such lists, as they may be revised from time to time, shall at all times be kept posted on the bulletin boards.*

- 14.04**     *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.     Roads and Equipment Division, Waste Management Division*
- 2.     Water Division*
- 3.     Leisure Services Department*
- 4.     Engineering Technical Staff*
- 5.     Inside Employees*

**14.05**     **Loss of Seniority**

- (a)     Except as provided in Subsection (b), an employee shall not lose his seniority if he is absent from work because of sickness, accident, layoff, 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 Article 16.06, 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.

#### **14.06 Grant Workers**

All "Grant Workers" 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.

#### **14.07 Relief Employees**

**"RELIEF EMPLOYEE"** - a person who is employed for a specified period of time to fill a position which is available due to the absence of an employee through illness, accident, vacation, or approved leave of absence, or extra workload. Any position occupied by a relief employee shall be assumed by the person, normally holding the position, upon their return from leave.

None of the provisions of this Agreement, other than wage rates, Unions dues deductions, fourteen percent (14%) in lieu of all vacation and fringe benefits, and access to grievance procedure shall apply to relief employees. Relief employees shall be placed on a relief staff seniority list when they have worked nine hundred and ten (910) hours in the preceding twelve (12) months. The seniority date shall be the first day of the first month of the qualifying twelve (12) month period. Placement on the list shall entitle the relief employee to limited rights for the purpose of bidding into full time positions within the City, such that where a posted position is not filled by an existing full time employee, a relief employee shall be given first preference for the vacant position provided they possess the required qualifications, skills, abilities and knowledge. Placement on the list shall also entitle the relief employee to layoff and recall rights within the relief group.

If the position, for which the relief employee was hired, becomes vacant, it shall be posted in accordance with Article 15 of the Agreement. Such vacancies will be posted immediately upon it becoming known that the incumbent will not be returning to the position.

A part time employee who works as a "relief employee", for a specified period of time for reasons as noted above, shall continue to be considered a part time employee.

## **ARTICLE 15: PROMOTIONS, DEMOTIONS AND TRANSFERS**

### **15.01     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.*

### **15.02     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.*

**15.03**     *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.*

### **15.04     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.*

### **15.05     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 three (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 on other work consistent with his qualifications, skill, knowledge and ability to efficiently fulfil 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.*

### **15.06     Temporary Job Opportunities**

*Temporary job opportunities resulting from the absence of an employee through illness, accident, vacation, or approved leave of absence, or extra workload, for a period exceeding twenty (20) working days duration, shall be posted. Any employee appointed to a temporary relief position shall be required to complete the original assignment prior to bidding on any*

other temporary job opportunity. The successful applicant will return to her/his former position upon completion of the temporary term.

**15.07     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.

**15.08**     If any employee indicates to his supervisor, 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.

**15.09     Labourer I to Labourer II**

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

**ARTICLE 16: LAYOFFS AND RECALLS**

**16.01     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.

**16.02**     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.

**16.03**     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.

**16.04     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 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 Division/Department as outlined under Article 14.04. If the affected employee did not hold a previous classification in the said Division/Department, he shall exercise his seniority in the lowest classification in the Division/Department.
- (c)     In the event of a layoff in a Division/Department as per Article 14.04, the employee(s) with the least seniority, with the Employer, shall be reduced out of that Division/Department as per Article 14.04, 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.*

**16.05     Recalls**

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

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

**16.07**     *When emergent or short term work of less than five working days occurs, the Employer may recall employees out of order of seniority and the provisions of Section 16.06 shall not apply.*

**16.08     Demotions When Work Force is to be Reduced**

*Should it become necessary to reduce the workforce, an employee who is not on the basic staff establishment of the Employer may be demoted to a lower rated classification. If the employee so requests, he shall be entitled to take a layoff instead of a demotion.*

**ARTICLE 17: HOURS OF WORK**

**17.01     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 6:30 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 17.01 (a) and (b), the Employer and the Union, may vary the start-quit times, within the existing hours of work.*

**17.02      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 Article 17.01, are necessary. Such exceptions, the hours and days of work, and any other special conditions of employment applicable to the employees referred to therein, shall be ~~as~~ set out in Schedule "B" of this Agreement.*

**17.03      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.*

**17.04      Rest Periods**

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

*The Employer will ensure that employees, who commence work four (4) or more hours before the start of their normal shift, are provided with a fifteen (15) minute rest period during the extra hours and prior to starting their normal shift.*

**ARTICLE 18: OVERTIME**

**18.01**      *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:*

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

**18.02**      *All overtime must be authorized by the appropriate Department Head; otherwise an employee shall not receive overtime pay for any overtime worked.*

**18.03      Paid Time Off in Lieu of Worked Overtime**

*Subject to the Employer's 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.*

## **ARTICLE 19: REPORTING FOR WORK**

- 19.01** 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 ~~f~~ he does not commence work and a minimum of ~~four~~ (4) hours' pay if he does commence work.

## **ARTICLE 20: CALL-OUTS**

- 20.01** Subject to the provisions ~~of~~ Articles 20.02 and 20.03, 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.
- 20.02** 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 days' work under the provisions ~~of~~ this section shall be paid at the double time rate.
- 20.03** 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 21: SHIFT PREMIUM**

- 21.01** 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.
- 21.02** An employee shall receive a premium ~~of~~ fifty cents (50¢) per hour for all scheduled hours worked on a premium shift.

## **ARTICLE 22: STATUTORY HOLIDAYS**

- 22.01** The Employer will observe the following as paid statutory holidays.

New Year's <del>Day</del>	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.

**22.02** If by law, declaration or proclamation another day is substituted for the observance of a statutory holiday listed in Article 22.01, the day of observance shall be considered as the holiday insofar as payment for the listed statutory holiday is concerned.

**22.03** **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.

**22.04** Subject to the provisions of Article 22.07, 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.

**22.05** **Pay for Statutory Holidays**

Subject to the provisions of Article 22.07, employees to whom Article 22.04 does not apply shall receive holiday pay at their regular rates of pay for each of the statutory or public holidays mentioned in Article 22.01.

**22.06** 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.

**22.07** 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.

**22.08** **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.

**22.09** No employee is entitled to Statutory Holiday Pay for any such holiday which occurs while the employee is on layoff, except in those situations contemplated by the provisions of Article 22.07.

**ARTICLE 23: ANNUAL VACATIONS**

**23.01** **Definition of Vacation Year**

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.

## **23.02 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 of 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.*

## **23.03 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.*

## **23.04 Employee 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.*

## **23.05 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.*

## **23.06 Employee With Seventeen (17) Years Service**

*An employee who has completed seventeen (17) but less than twenty-one (21) 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.*

## **23.07 Employee With Twenty-One (21) Years Service**

*Effective January 1, 1993, an employee who has completed twenty-one (21) or more years of 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.*

## **23.08 Employees on Layoff**

*The provisions of Article 23.02, 23.04, 23.05, 23.06 and 23.07 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 Article 23.03, six percent (6%) 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~~ Article 23.03, eight percent (8%) 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 week.
- (c) For the eighteenth (18th) and up to and including the twenty-first (21st) year of service, as calculated under the provisions of Article 23.03, ten percent (10%) 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 week.
- (d) For the twenty-second (22nd) and subsequent years of service, as calculated under the provisions of Article 23.03, twelve percent (12%) ~~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.

**23.09** 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.

**23.10** **Employees on Long Term Disability**

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

**23.11** **Part-Time or Relief Employees**

An employee to whom Article 14.07 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 Article 14.07.

**23.12** **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.

**23.13** 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.

**23.14** **Termination of ~~employ~~**

In the event of termination of employment the provisions ~~of~~ the Employment Standards 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~~ percent (6%) of his total earnings if he has over one (1) year service, eight percent (8%) of his total earnings if he has over nine (9) years service,

ten percent (10%) of his total earnings if he has over seventeen (17) years service, and twelve percent (12%) of his total earnings if he has over twenty-one (21) years service, as calculated under the provisions of Article 23.03.

## **ARTICLE 24: WEEKLY INDEMNITY**

### **24.01 Weekly Indemnity Plan**

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

- (a) ~~One~~ hundred percent (100%) of an employee's regular hourly or monthly rate of pay (less normal deductions for statutory and insured benefits, taxes, dues).

### **24.02 Weekly Indemnity Benefit and Cost Formula**

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

### **24.03 Waiting Period and Benefit Eligibility**

~~The~~ three (3) day waiting period prior to the commencement of Weekly Indemnity shall be paid at the employee's 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 Employer may require the employee to provide a medical certificate from a qualified practitioner to substantiate the employee's 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

### **24.04 Workers' Compensation**

Where disability benefits are payable under the Workers' Compensation Act, the employee shall have his Workers' Compensation Board benefit augmented by the Employer so as to provide one hundred percent (100%) of the employee's normal net take home pay. 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.*

*In the event that the Workers' Compensation Board rejects a claim, or during a period **of** Workers' Compensation Board delay prior to accepting a claim, the Employer will pay full regular earnings to the employee **for** as long a period as the employee has vacation, overtime, or other banked credits. Where the Worker's Compensation Board subsequently accepts the employee's claim, the employee's pay shall be recalculated, retroactively, **for** the period of the claim.*

#### **24.05     General Principles**

*Participation in the Weekly Indemnity Plan is mandatory.*

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

**24.07**     *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.*

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

#### **24.09     Return to Work**

*In any case where an employee has been absent due to illness or injury **for** a period **of** time in excess **of** **six** (6) months, the employee shall provide his/her Supervisor with notice **of** intent to return to work as follows:*

- (a)     **Six** (6) to eighteen (18) months leave - one (1) week notice;*
- (b)     Eighteen (18) months or more leave - one (1) month notice;*
- (c)     Otherwise, two (2) days notice is required **for** any leave of one (1) month or more.*

### **ARTICLE 25: LEAVE OF ABSENCE**

#### **25.01     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 will be subject to the Employer's approval.*

#### **25.02     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.

**25.03** In addition to the leaves allowed under Article 25.02, 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.

**25.04 Bereavement Leave**

In the event of a death in the immediate family of an employee, or an employee's spouse, the Employer shall grant a maximum of three (3) regularly scheduled consecutive work days leave without loss of pay or benefits. Additional leave of absence with pay for travel may be granted by the Personnel Director. "Immediate family" shall mean: child, step-child, parents, brother, sister, grandparents, grandchild, step parent, foster child, foster parent, aunt, uncle, niece, nephew and fiancée; and the employee's brother-in-law and sister-in-law.

A maximum of two (2) additional days leave without loss of pay or benefits will be granted in the event of the death of an employee's spouse.

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.

**25.05 Maternity/Parental Leave**

1. An employee, on her written request for maternity leave, 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 later time the employee requests.
2. A request under subsection (1) must:
  - (A) be made at least four (4) weeks before the day specified in the request as the day on which the employee proposes to commence maternity leave, and
  - (B) be accompanied by a certificate of a medical practitioner stating that the employee is pregnant and estimating the probable date of birth of the child.
3. Regardless of the date of commencement of the leave of absence taken under subsection (1), 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.
4. A request for a shorter period under subsection (3) 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.

5. *Where an employee gives birth or the pregnancy is terminated before a request ~~for~~ leave ~~is~~ made under subsection (1), 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.*
6. *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.*
7. (A) *An employee, on his or her written request for parental leave, is entitled to a leave of absence from work, without pay, for the period specified in subsection (C).*

(B) *A request under subsection 7(A) must:*

  - (a) *be made at least ~~four~~ (4) weeks before the day specified in the request as the day on which the employee proposes to commence parental leave, and*
  - (?) *be accompanied by:*
    - (i) *a certificate ~~of~~ a medical practitioner or other evidence stating the date of birth ~~of~~ the child or the probable date ~~of~~ birth ~~of~~ the child, or*
    - (ii) *a letter from the agency that placed the child providing evidence ~~of~~ the adoption ~~of~~ the child.*

(C) *The employee is entitled to parental leave for a period ~~of~~ twelve (12) consecutive weeks or a shorter period the employee requests, commencing,*

  - (a) *in the case of a natural mother, immediately following the end ~~of~~ the maternity leave taken under sections 1 through 6, unless the Employer and employee agree otherwise;*
  - (b) *in the case ~~of~~ a natural father, following the birth ~~of~~ the child and within the ~~fifty-two~~ (52) week period after the birth date ~~of~~ the newborn child, and*
  - (c) *in the case of an adopting mother or father, following the adoption ~~of~~ the child and within the fifty-two (52) week period after the date the adopted child comes into the actual care and custody of the mother or father.*

(D) *If:*

  - (a) *the newborn child or adopted child will be or is at least ~~six~~ (6) months ~~of~~ age at the time the child comes into the actual care and custody ~~of~~ the mother or father, and*

- (b) *it is certified by a medical practitioner or the agency that placed the child that an additional period of parental care ~~is~~ required because the child suffers **from** a physical, psychological or emotional condition,*

*the employee is entitled to a further parental leave of absence from work, without pay, for a period not exceeding a total of five **(5)** consecutive weeks as specified in the certificate, commencing immediately following the end of the parental leave taken under subsection 7(C).*

**8. Combined Maternity and Parental Leave**

*Notwithstanding sections **1** through **11**, an employee's combined entitlement to a leave of absence from work under this Article shall not exceed a total of thirty-two (32) weeks.*

**9. Employer May Require Employee to Take Leave**

*An Employer may require an employee to commence a leave of absence under Article 25.05 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.*

**10. Employment Deemed Continuous**

*The services of an employee who is absent from work in accordance with Article 25.05 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.*

**11. Reinstatement**

- (A) *An employee who resumes employment on the expiration of the leave of absence granted in accordance with Article 25.05 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 25.05 and has not resumed operation 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 **25.05 - 11(A)**.*

**12. Prohibition**

- (A) *The Employer shall not:*  
*terminate an employee, or*  
*- change a condition of employment of an employee without the employee's written consent*  
*because of an absence authorized under Article 25.05 or because of the employee's pregnancy, unless the employee has been absent for a period exceeding that permitted under Article 25.05.*
- (B) *The burden of proving that:*  
*- the termination of an employee, or*  
*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 25.05 or because of an employee's pregnancy, is on the Employer.*

13. *All disputes under Article 25.05 will be subject to the normal Grievance Procedure.*

**25.06 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.*

**25.07 Compassionate Leave**

*Compassionate leave, including leave in the event of the illness of an employee's child, where no one at home other than the employee can provide for the needs of the child during illness, is to be taken under the provisions of Article 24, and shall be charged as an occurrence in accordance with Article 24.03.*

*Such leave, in a less serious illness situation, is intended to provide sufficient time for the employee to arrange for a care taker for the ill child at the earliest point in time. The employee shall return to work upon concluding such arrangement.*

**ARTICLE 26: WAGES. SALARIES AND APPLICABLE PROVISIONS**

**26.01 Wage and Salary Rates**

*Wage and salary rates shall be as set out in Schedule "A" of this Agreement. These shall be considered minimum rates for each of the classifications listed in the said Schedule "A".*

**26.02 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.

## **26.03 Promotions, Demotions and Temporary Assignments**

- (a) Subject to the provisions of Subsection (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.

## **26.04 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.

## **26.05 Dirty Work**

- (a) When employed on dirty work, an employee shall be entitled to the premium set out in Subsection (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 (when working in ditches or manholes where muddy conditions or sewage ~~is~~ present) 35¢ per hour
  - ( 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.

## **26.06     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.

## **ARTICLE 27: STANDBY (ON-CALL)**

**27.01** An employee who is required to be on call at a time or times other than his regular working hours, shall be paid a premium ~~for~~ each day he is standing by or on call, as follows:

- (a) Two (2) hours' pay at his regular rate ~~of~~ pay ~~for~~ each normal work day on which the employee was on call and also worked his regular eight (8) hour shift.
- (b) Two (2) hours' pay at his regular rate ~~of~~ pay ~~for~~ each day ~~of~~ rest or statutory holiday on which the employee was on call.

## **ARTICLE 28: NEW OR CHANGED CLASSIFICATIONS**

**28.01** The Employer may institute new classifications in addition to those listed in Schedule "A". Should any such new classification be instituted, the Employer shall establish the rate for same and shall submit the classification and rate to the Union in writing and, in addition, shall post the classification and rate in the manner required by Article 15.02. The posting shall indicate that the new classification and rate ~~of~~ pay is subject to agreement between the Union and the Employer. Within thirty (30) working days ~~of~~ such submission and posting, the Union may, if it deems necessary, request to meet with the Employer to review the classification and rate and if mutual agreement cannot be reached, the difference may be referred to arbitration under the provisions of Article 12. Any change in rate resulting from discussion between the parties, or following a reference to arbitration, shall be retroactive to the date the new classification was instituted by the Employer.

## **28.02     Changed Classification**

If the Union claims that the duties of an existing classification have been changed to an extent sufficient to alter the classification and/or rate, the Union may request to meet with the Employer to review the classification and/or rate. If within thirty (30) working days ~~of~~ the submission of such request, which shall be in writing, and the request shall specify any changes in duties and any proposed change in the rate of pay, mutual agreement cannot be reached, the difference may be referred to arbitration under the provisions ~~of~~ Article 12. Any change in rate resulting from discussion between the parties, or following a reference to arbitration, shall be retroactive to the date the Union submitted its request to the Employer.

### **28.03     Abandonment**

*If the Union does not request to meet with the Employer to review the classification and rate within thirty (30) working days, as provided for in Article 28.01, or if the Union does not refer the difference, if any, to arbitration within thirty (30) working days, as provided for in Article 28.02, then the difference, if any, shall be deemed to be abandoned and all rights of recourse to arbitration shall be at an end.*

### **28.04     Extension of Time Limits**

*The time limits referred to in this Article may be extended by mutual agreement of the parties in writing.*

## **ARTICLE 29: SUPERANNUATION**

**29.01**     *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.*

### **29.02     Retirement Age**

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

## **ARTICLE 30: HEALTH AND WELFARE COVERAGE**

*The following benefits will be provided to municipal employees:*

### **30.01     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.*

### **30.02     Medical Services Plan**

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

### **30.03     Extended Health Benefit**

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

### **30.04     Dental Plan**

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

- (a)     Basic Dental Services (Plan "A") - Plan pays 80% of approved scheduled fees.*
- (b)     Prosthetics, Crowns and Bridges (Plan "B") - Plan pays 50% of approved schedule of fees.*
- (c)     Premium costs for the Dental Plan shall be paid by the Employer.*

**Effective January 1, 1994**, *a Dental Plan will be provided based on the following general principles:*

- (a)     Basic Dental Services (Plan "A") - Plan pays 100% of approved schedule fees.*
- (b)     Prosthetics, Crowns and Bridges (Plan "B") - Plan pays 50% of approved schedule fees.*
- (c)     Orthodontics (Plan "C") - Plan pays 50% of approved schedule of fees to a maximum lifetime limit of \$1,500.*
- (d)     Premium costs for the Dental Plan shall be paid by the Employer.*

### **30.05     General Principles**

- (a)     Participation in the aforementioned Plans shall be mandatory.*
- (b)     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.*
- (c)     Dental coverage commences on the date of completion of six (6) months continuous service.*
- (d)     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.*

- (e)     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 premiums are paid to the Employer.*



## **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 negotiated, either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an Arbitration Board pursuant to Article 12 of this Collective Agreement, bypassing 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 findings, 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 Industrial Relations Council (under Section 77 of the Industrial Relations Act).*

**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 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 negotiated.*

### **ARTICLE 33: GENERAL**

#### **33.01     Job Related Liability Protection**

*Any regular employee, coming within the scope ~~of~~ the Canadian Union ~~of~~ Public Employees, Local No. 608, 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 a legal or court action.*

#### **33.02     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.*

#### **33.03     Part Time Payment in Lieu ~~of~~ Fringe Benefits**

*All employees who are presently employed as part time employees shall be paid fourteen percent (14%) in lieu ~~of~~ all vacations and fringe benefits.*

## ARTICLE 34: TERM OF AGREEMENT



- 34.01** This Agreement shall take effect ~~from~~ January 1, 1992 and shall remain in effect until December 31, 1994, and thereafter from year to year unless written notice of intent to terminate or ~~amend the~~ Agreement is given by either party to the other party in accordance with the provisions of the Industrial Relations Act. Within ten (10) days after receipt of any notice given pursuant to this Article by either party, the parties to this Agreement shall commence negotiations. During the period of negotiations this Agreement shall continue in full force and effect.
- 34.02** The parties to this Agreement hereby exclude the operation of Subsection 2 of Section 66 of the Industrial Relations Act.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 4<sup>th</sup> day of April, 1993.

ON BEHALF OF:

Canadian Union of Public Employees,  
Local No. 608

\_\_\_\_\_  
President  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
National Representative

ON BEHALF OF:

Okanagan Mainline Municipal  
Labour Relations Association

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director

**SCHEDULE "A"**  
**CITY OF PENTICTON**  
**INSIDE POSITIONS - BI-WEEKLY**  
**1992-1993-1994**

**Step 1 - 1st Year;    Step 2 - 2nd Year;    Step 3 - 3rd Year**

<b><u>PAY GRADE / JOB TITLE</u></b>	<b><u>Steps</u></b>	<b><u>Jan. 1 1992</u></b>	<b><u>Jan. 1 1993</u></b>	<b><u>Apr. 1 1993</u></b>	<b><u>Jan. 1 1994</u></b>	<b><u>July 1 1994</u></b>
<b><u>010</u></b>						
<b><u>020</u></b>						
Clerk Typist II	1	918.03	948.83	979.63	1009.01	1024.15
Machine Room Operator/Clerk	2	977.52	1008.32	1039.12	1070.29	1086.35
	3	1029.48	1060.28	1091.08	1123.82	1140.67
<b><u>030</u></b>						
Accounting Clerk I	1	946.50	977.30	1008.10	1038.34	1053.92
Clerk Steno I - RCMP	2	1009.25	1040.05	1070.85	1102.97	1119.52
Clerk Typist - Administration	3	1066.24	1097.04	1127.84	1161.68	1179.10
Convention Receptionist						
Receptionist						
Receptionist/Cashier						
Summer Tax Clerk						
Switchboard Operator/Receptionist						
<b><u>040</u></b>						
Cashier	1	985.33	1016.13	1046.93	1078.34	1094.51
Clerk Steno Traffic - RCMP	2	1051.38	1082.18	1112.98	1146.36	1163.56
Clerk Steno - Front Counter - RCMP	3	1101.75	1132.55	1163.35	1198.26	1216.23
CPIC Operator - RCMP						
Data Entry Operator						
Museum Worker/Archives						
Museum Worker/Clerk						
Museum Worker/Display						
<b><u>050</u></b>						
Clerk Steno Central Reg - RCMP	1	1025.79	1056.59	1087.39	1120.01	1136.81
Convention Secretary	2	1085.24	1116.04	1146.84	1181.24	1198.96
Exhibit Control Custodian/ CPIC Supervisor - RCMP	3	1156.26	1187.06	1217.86	1254.40	1273.21
Secretary I						
Word Processing Operator/Administration						

**Schedule "A"**  
**City of Penticton**  
**Inside Positions - Bi-Weekly**  
**Page 2**

**Step 1 - 1st Year; Step 2 - 2nd Year; Step 3 - 3rd Year**

<b><u>PAY GRADE / JOB TITLE</u></b>	<b><u>Steps</u></b>	<b><u>Jan. 1 1992</u></b>	<b><u>Jan. 1 1993</u></b>	<b><u>Apr. 1 1993</u></b>	<b><u>Jan. 1 1994</u></b>	<b><u>July 1 1994</u></b>
<b><u>060</u></b>						
Communications Clerk - RCMP	1	1067.89	1098.69	1129.49	1163.38	1180.83
Recreation Programmer I	2	1138.08	1168.88	1199.68	1235.68	1254.21
Rod Person	3	1210.16	<b>1240.96</b>	1271.76	1309.91	1329.56
Secretary - Yards Office						

**Step 1 - 3 mos; Step 2 - next 9 mos; Step 3 - 2nd Year; Step 4 - 3rd Year; Step 5 - 4th Year**

**070**

Accounting Clerk II	1	1103.39	1134.19	1164.99	1199.94	1217.94
Accounting Clerk - Utilities	2	1148.01	1178.81	1209.61	1245.90	1264.58
Building & Licence Clerk	3	1195.08	1225.88	1256.68	1294.38	1313.79
Clerk Steno II - RCMP	4	1230.78	1261.58	1292.38	1331.15	1351.12
Draftsperson I	5	1271.28	1302.08	1332.88	1372.86	1393.46
Secretary II						
Secretary - Leisure Services						
<b>Tax</b> Clerk - Accounting						
<b>Tax</b> Clerk - Secretary						

**080**

Accounting Clerk - Payroll	1	1158.74	1189.54	1220.34	1256.95	1275.80
Computer Operator	2	1205.80	1236.60	1267.40	1305.42	1325.00
Coordinator/Facility Programs	3	1252.30	1283.10	1313.90	1353.32	1373.62
Coordinator of Special Events	4	1293.57	1324.37	1355.17	1395.82	1416.76
Coordinator/Volunteer Service	5	1337.31	1368.11	1398.91	1440.88	1462.49
Design Clerk/Plan Checking Assistant						
Recreation Programmer II						

**090**

Clerk/Inspector	1	1211.83	1242.63	1273.43	1311.63	1331.30
Draftsperson II	2	1263.00	1293.80	1324.60	1364.34	1384.81
Storekeeper	3	1315.86	1346.66	1377.46	1418.78	1440.07
Survey Technician I	4	1360.49	1391.29	1422.09	1464.75	1486.72
	5	1406.72	1437.52	1468.32	1512.37	1535.05

**Schedule "A"**  
**City of Penticton**  
**Inside Positions - Bi-Weekly**  
**Page 3**

*Step 1 - 3 mos; Step 2 - next 9 mos; Step 3 - 2nd Year; Step 4 - 3rd Year; Step 5 - 4th Year*

<b><u>PAY GRADE /JOB TITLE</u></b>	<b><u>Steps</u></b>	<b><u>Jan. 1 1992</u></b>	<b><u>Jan. 1 1993</u></b>	<b><u>Apr. 1 1993</u></b>	<b><u>Jan. 1 1994</u></b>	<b><u>July 1 1994</u></b>
<b><u>100</u></b>						
Accounting Clerk IV	1	1258.89	1289.69	1320.49	1360.10	1380.50
Accounting Clerk - Payables	2	1311.75	1342.55	1373.35	1414.56	1435.77
Computer Programmer - Op.	3	1367.07	1397.87	1428.67	1471.53	1493.60
Sr. Accounting Clerk - Utilities	4	1413.30	1444.10	1474.90	1519.15	1541.93
	5	1461.21	1492.01	1522.81	1568.50	1592.02
<b><u>110</u></b>						
Survey Technician II	1	1304.29	1335.09	1365.89	1406.87	1427.97
	2	1359.63	1390.43	1421.23	1463.87	1485.83
	3	1417.43	1448.23	1479.03	1523.40	1546.25
	4	1466.17	1496.97	1527.77	1573.60	1597.20
	5	1516.53	1547.33	1578.13	1625.47	1649.85
<b><u>120</u></b>						
Computer Programmer	1	1349.72	1380.52	1411.32	1453.66	1475.47
Engineering Technician	2	1408.37	1439.17	1469.97	1514.06	1536.77
Inspector I - Bldg & Plumbing	3	1468.64	1499.44	1530.24	1576.14	1599.78
Purchasing Clerk	4	1519.84	1550.64	1581.44	1628.89	1653.32
Surveyor/Draftsperson	5	1571.86	1602.66	1633.46	1682.46	1707.70
Draftsperson III						
<b><u>130</u></b>						
Accountant	1	1395.12	1425.92	1456.72	1500.43	1522.93
Construction Inspector	2	1455.43	1486.23	1517.03	1562.54	1585.97
Engineering Technician I	3	1518.20	1549.00	1579.80	1627.19	1651.60
Planning Technician I	4	1571.03	1601.83	1632.63	1681.61	1706.83
	5	1626.38	1657.18	1687.98	1738.62	1764.70
<b><u>140</u></b>						
Engineering Technician II	1	1439.74	1470.54	1501.34	1546.38	1569.57
Planning Technician II	2	1502.51	1533.31	1564.11	1611.03	1635.20
	3	1568.56	1599.36	1630.16	1679.07	1704.25
	4	1623.88	1654.68	1685.48	1736.04	1762.08
	5	1680.87	1711.67	1742.47	1794.75	1821.67

*Schedule "A"*  
**City of Penticton**  
*Inside Positions - Bi-Weekly*  
**Page 4**

*Step 1 - 3 mos; Step 2 - next 9 mos; Step 3 - 2nd Year; Step 4 - 3rd Year; Step 5 - 4th Year*

<b><u>PAY GRADE / JOB TITLE</u></b>	<b><u>Steps</u></b>	<b><u>Jan, 1</u></b> <b><u>1992</u></b>	<b><u>Jan. 1</u></b> <b><u>1993</u></b>	<b><u>Apr. 1</u></b> <b><u>1993</u></b>	<b><u>Jan. 1</u></b> <b><u>1994</u></b>	<b><u>July 1</u></b> <b><u>1994</u></b>
<b><u>150</u></b>						
<i>Inspector II - Bldg &amp; Plumbing</i>	<b>1</b>	<b>1485.98</b>	<b>1516.78</b>	<b>1547.58</b>	<b>1594.01</b>	<b>1617.92</b>
<i>Senior Programmer - Analyst</i>	<b>2</b>	<b>1550.40</b>	<b>1581.20</b>	<b>1612.00</b>	<b>1660.36</b>	<b>1685.26</b>
	<b>3</b>	<b>1619.75</b>	<b>1650.55</b>	<b>1681.35</b>	<b>1731.79</b>	<b>1757.77</b>
	<b>4</b>	<b>1676.75</b>	<b>1707.55</b>	<b>1738.35</b>	<b>1790.50</b>	<b>1817.35</b>
	<b>5</b>	<b>1736.21</b>	<b>1767.01</b>	<b>1797.81</b>	<b>1851.74</b>	<b>1879.52</b>

**Trades Inspectors Adjustment**

*Building and/or Plumbing Inspectors required to have a Trades Certificate, as set out in their job description, shall receive **\$84.00** bi-weekly (**\$183.00** per month) in addition to their normal monthly salary.*

**SCHEDULE "A"**  
**CITY OF PENTICTON**  
**OUTSIDE POSITIONS**  
**1992-1993-1994**

<b><u>PAY GRADE /JOB TITLE</u></b>	<b><u>Jan. 1 1992</u></b>	<b><u>Jan. 1 1993</u></b>	<b><u>Apr. 1 1993</u></b>	<b><u>Jan. 1 1994</u></b>	<b><u>July 1 1994</u></b>
<b><u>010</u></b>					
<b><u>020</u></b>					
<b><u>030</u></b>					
<b><u>040</u></b>					
<i>Labourer I Lifeguard</i>	<i>15.73</i>	<i>16.17</i>	<i>16.61</i>	<i>17.11</i>	<i>17.36</i>
<b><u>050</u></b>					
<i>Labourer II Lifeguard - Instructor Meter Reader Painter I</i>	<i>16.21</i>	<i>16.65</i>	<i>17.09</i>	<i>17.60</i>	<i>17.87</i>
<b><u>060</u></b>					
<i>Cement Finisher Helper Equipment Operator I Groundsman Aboriculture Matron - RCMP Mechanic's Helper Parks Irrigation Serviceperson Helper Receiver/Storeman Traffic &amp; Street Bylaw Enforcement Officer I</i>	<i>16.44</i>	<i>16.88</i>	<i>17.32</i>	<i>17.84</i>	<i>18.11</i>



**Schedule "A" - City of Penticton**  
**Outside Positions**  
**Page 2**

<b><u>PAY GRADE / JOB TITLE</u></b>	<b><u>Jan. 1 1992</u></b>	<b><u>Jan. 1 1993</u></b>	<b><u>Apr. 1 1993</u></b>	<b><u>Jan. 1 1994</u></b>	<b><u>July 1 1994</u></b>
<b><u>070</u></b>					
Carpenter I	16.80	17.24	17.68	18.21	18.48
Equipment Operator II					
Facilities Maintenance I					
Gardener I					
Head Lifeguard/Instructor					
Sign Maintenance Man					
Trade & Convention Attendant					
Traffic & Street Bylaw Enforcement Officer II					
Water Utility Operator					
<b><u>080</u></b>					
Arborist	17.18	17.62	18.06	18.60	18.88
Asst. Sewer Equipment Operator					
Cement Finisher					
Equipment Operator III					
Facilities Maintenance I - certified					
Guard/Counter Clerk - RCMP					
Meter Reader - Repairman					
Park Irrigation Serviceperson					
Pipelayer - Sewer					
Pipelayer - Utilities					
Pipelayer - Water					
Road Maintenance Utility Operator					
Tree Worker					
Water Mechanic I					
<b><u>090</u></b>					
Automotive Mechanic (non-certified)	17.55	17.99	18.43	18.98	19.26
Caretaker - Cemetery					
Equipment Operator IV					
Facilities Maintenance II					
Gardener II					
Lifeguard - Supervisor					
Provost - RCMP					
Senior Cement Finisher					
Sewer Equipment Operator					
Wastewater Treatment Plant Operator I					
<b><u>090 - With Trade Premium Included</u></b>					
** Automotive Mechanic (certified)	18.75	19.19	19.63	20.18	20.46

**Schedule "A" - City of Penticton**  
**Outside Positions**  
**Page 3**

<b><u>PAY GRADE /JOB TITLE</u></b>	<b><u>Jan. 1 1992</u></b>	<b><u>Jan. 1 1993</u></b>	<b><u>Apr. 1 1993</u></b>	<b><u>Jan. 1 1994</u></b>	<b><u>July 1 1994</u></b>
<b><u>100</u></b>					
Equipment Operator V	18.62	19.06	19.50	20.08	20.38
Painter II					
Sub-Foreman Meter Reader					
Water Mechanic II					
Parks Technician					
<b><u>100 - With Trade Premium Included</u></b>					
** Automotive Mechanic/Welder (certified)	19.82	20.26	20.70	21.28	21.58
** Carpenter II (certified)					
** Mechanic-Welder (certified)					
** Painter - Sign (certified)					
<b><u>110</u></b>					
Wastewater Treatment Plant Operator II	18.77	19.21	19.65	20.24	20.55
<b><u>120</u></b>					
Laboratory Technician	19.09	19.53	19.97	20.57	20.88
Sub-Foreman - Maintenance					
Sub-Foreman - Mechanical					
<b><u>130</u></b>					
Sub-Foreman - Construction	19.53	19.97	20.41	21.02	21.34
Sub-Foreman - Curb and Sewer					
Sub-Foreman - Horticulture					
Sub-Foreman - Parks					
Sub-Foreman - Utilities					
Sub-Foreman - Water					
Sub-Foreman - Works					
Treatment Plant Millwright					
Wastewater Treatment Plant Operator III					
<b><u>130 - With Trade Premium Included</u></b>					
** Sub-Foreman - Garage (certified)	20.73	21.17	21.61	22.22	22.54

**\*\* For explanation, see following page.**

**SCHEDULE "A"**  
**CITY OF PENTICTON**  
**OUTSIDE POSITIONS - HOURLY**

**\*\*** *Employees working in the classifications marked with (\*\*) shall receive \$1.20 per hour in addition to their regular rate provided that those employees hold a valid trade and qualification certificate issued pursuant to the Apprenticeship and Tradesmen's Qualifications Act.*

*In addition to the hourly rate increase shown for Outside Employees, 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 tradesposition as shown hereafter will receive \$1.20 per hour. Eligible tradesmen are Sub-Foreman Garage, Automotive Mechanic/Welder, Painter II, Mechanic-Welder, Carpenter II and Automotive-Mechanic.*

*In addition to the above, those employees who have carried out their duties as tradesmen in the above named trades but who are not certified 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:*

<i>G. Robson</i>	<i>Sub-Foreman Garage</i>
<i>D. Bergman</i>	<i>Auto Mechanic/Welder</i>

*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".*
- ( v) In the event a person or persons identified for the \$1.20 Trades premium terminates their employment or changes jobs or is no longer able to perform the duties, the Employer will pay the \$1.20 premium to any employee who replaces such employees, provided that to qualify to receive the \$1.20, the employee must be a Certified Tradesman as described in the various Memoranda of Agreement (signed in Penticton May 22, 1981) or have recently worked 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 additional \$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.*

## SCHEDULE "B"

### EXCEPTIONS TO NORMAL WORK DAY, NORMAL WORK WEEK AND OTHER CONDITIONS OF EMPLOYMENT

#### I. SHIFT CHANGES - SCHEDULE "B"

1. *In the event 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 2 below.*
2. *Should the Employer and the Union fail to agree, the following will prevail:*
  - (a) *If the Union and the Employer cannot agree to the above, the matter ~~of~~ shift schedules and shift premium in accordance with Article 21, 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:*
    - *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~~ (iii) below, the dispute will be referred to the Preventative Mediator for resolution in accordance with the following terms ~~of~~ reference:*
      - ( i) *It is not the intent to ~~make~~ changes to the general intent of the (Article 17) Hours of Work provisions of the Collective Agreement between the Parties.*
      - ( ii) *Hours ~~of~~ Work and/or Shift Changes must be made for reason of cost and/or efficiency savings to the Employer.*
      - (iii) *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.*
      - ( iv) ***The** Mediator will examine the positions of both parties and will make a binding recommendation taking into account the terms of reference noted above.*
      - ( v) *The Parties agree that the Preventative Mediator to be named for the term ~~of~~ the Collective Agreement is Mr. Vince Ready.*
      - ( vi) *It is further agreed that the shifts to be implemented under this amendment will not affect current standby practices.*
3. ***The** City will plan shifts as far in advance as possible prior to the aforementioned meetings.*

4. *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.*

## II. HOURS AND DAYS OF WORK

*Due to the nature of their work, the hours and days of work and any other special conditions of employment applicable to the employees referred to in this schedule shall be as follows:*

### 1. SWITCHBOARD OPERATOR/RECEPTIONIST

- (a) *The normal work day for an employee while working as Switchboard Operator/Receptionist shall consist of a scheduled period of seven (7) hours of work between the hours of 8:00 a.m. and 5:00 p.m. including an unpaid meal interval of not more than one (1) hour. The normal work week for such employee shall consist of five (5) such days Monday to Friday inclusive.*
- (b) *For the Switchboard Operator/Receptionist located at the RCMP Detachment, the day shift shall be Monday to Friday, 9:00 a.m. - 5:00 p.m. (Saturday, Sunday and Monday off); night shift shall be Tuesday to Saturday, 5:00 p.m. - 1:00 a.m. (Sunday off).*

### 2. ARENA EMPLOYEES

- (a) *The hours of work for the Arena Facilities will be:*

#### For Arena Maintenance Men II:

*Starting Time - 6:00 a.m.*

*Finishing Time - 2:00 p.m.*

#### For Arena Maintenance Men I:

*Day Shift from 10:00 a.m. to 6:00 p.m.*

*Night Shift from 6:00 p.m. to 2:00 a.m.*

*Graveyard Shift from 12:00 a.m. to 8:00 a.m.*

*Employees will be assigned to the shift as required on a one week on, one week off basis, and all other provisions of the article will apply.*

*The foregoing would be the normal hours of operation for the months that ice is in the Arenas.*

2. **ARENA EMPLOYEES (Continued)**

*However, due to the unpredictable demand on facilities up to two (2) hours variation in the starting and quitting times may be required, within the hours of 6:00 a.m. to 2:00 a.m.*

*Always the shift would consist of eight (8) hours work.*

*Events such as the circus or conventions may necessitate start and quit times varying though the shift remains as eight (8) hours work.*

*In the months when there is no ice in the Arenas, the working hours would be from 8:00 a.m. to 4:30 p.m. except for one employee whose hours would be from 5:00 a.m. to 1:30 p.m. This employee would be doing maintenance work at the swimming pool and at Nanaimo Hall.*

(b) **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 schedule.*

**SHIFT SCHEDULE**

	<b><i>Sun.</i></b>	<b><i>Mon.</i></b>	<b><i>Tues.</i></b>	<b><i>Wed.</i></b>	<b><i>Thurs.</i></b>	<b><i>Fri.</i></b>	<b><i>Sat.</i></b>
<b><i>1st week</i></b>	8	8	8	8	8	Off	Off
<b><i>2nd week</i></b>	8	8	8	8	8	8	Off
<b><i>3rd week</i></b>	Off	8	8	8	8	8	Off
<b><i>4th week</i></b>	Off	8	8	8	8	8	8
<b><i>5th week</i></b>	8	Off	Off	8	8	8	8
<b><i>6th week</i></b>	8	Off	Off	Off	Off	8	8
<b><i>7th week</i></b>	8	8	8	Off	Off	8	8
<b><i>8th week</i></b>	8	8	8	8	8	Off	Off

3. **PARKS EMPLOYEES**

(a) **Night Water Crew**

*The normal work day for Parks Department employees while employed on the Night Water Crew shall consist of a scheduled period of eight (8) hours of work between the hours of 8:00 p.m. to 4:30 a.m., including an unpaid meal interval of one-half (½) hour. The normal work week for such employees shall consist of five (5) such consecutive days, followed by two (2) consecutive days off.*

(b) **Beach Clean-Up Crew**

*The normal work day for Parks Department employees while employed on the Beach Clean-Up Crew shall consist of a scheduled period of eight (8) hours of work between the hours of 5:00 a.m. and 1:30 p.m., including an unpaid meal interval of one-half (½) hour.*

*The normal work week for such employees shall consist of five (5) such consecutive days, followed by two (2) consecutive days off.*

(c) **Mower Operators**

*The normal work day and the normal work week for Parks Department employees while employed as Mower Operators shall be as set out in Article 17.01 (b) of this Agreement, except when periodically assigned to work starting no earlier than 5:00 a.m. and ending no later than 5:00 p.m.*

(d) **Spray Crews**

*From March 1 to September 30, employees assigned to the Spray Crew may be required to commence work at 5:00 a.m. in order to facilitate the spray work which is subject to weather conditions.*

4. **STREET SWEEPER**

*The normal work day for an employee while working as Street Sweeper shall consist of a scheduled period of eight (8) hours of work between the hours of 4:00 a.m. and 12:00 p.m., including an unpaid meal interval of one-half (½) hour. The normal work week for such employee shall consist of five (5) such consecutive days, followed by two (2) consecutive days off.*

5. **TRAFFIC AND STREET BYLAW ENFORCEMENT OFFICERS**

- (a) *The normal work day ~~for~~ an employee while working as Traffic and Street Bylaw Enforcement Officer shall consist ~~of~~ a scheduled period ~~of~~ eight (8) hours ~~of~~ work between the hours ~~of~~ 8:00 a.m. and 5:00 p.m., including an unpaid meal interval of one (1) hour. The normal work week ~~for~~ such employee shall consist ~~of~~ five (5) such consecutive days, Monday to Saturday inclusive, followed by two (2) consecutive (Saturday and Sunday; or Sunday and Monday) days off. Provided however, that:*
- *On Tuesday and Wednesday ~~of~~ each work week, the normal work day ~~for~~ Traffic and Street Bylaw Enforcement Officers may consist ~~of~~ a scheduled period ~~of~~ seven (7) hours ~~of~~ work between the hours ~~of~~ 4:30 a.m. and 12:00 noon, including a paid meal interval ~~of~~ one-half (½) hour. Such employee shall not be entitled to the shift premium.*
  - *From May 15th to September 15th inclusive in each year, a normal work day ~~for~~ Traffic and Street Bylaw Enforcement Officers may consist ~~of~~ a scheduled period ~~of~~ eight (8) hours ~~of~~ work between the hours ~~of~~ 12:00 noon and 9:00 p.m. on Sundays including an unpaid meal interval ~~of~~ one (1) hour and 3:00 p.m. and 12:00 midnight including an unpaid meal interval ~~of~~ one (1) hour, Monday to Thursday inclusive, followed by two (2) consecutive (Friday and Saturday) days off.*

6. **SEWAGE TREATMENT PLANT OPERATORS**

*The normal work day ~~for~~ an employee while working as Sewage Treatment Plant Operator shall consist ~~of~~ a scheduled period of eight (8) hours ~~of~~ work between the hours ~~of~~ 8:00 a.m. and 5:00 p.m., including an unpaid meal interval ~~of~~ one (1) hour. The normal work week ~~for~~ such employee shall consist ~~of~~ ten (10) such consecutive days, followed by four (4) consecutive days off.*

7. **GARAGE EMPLOYEES**

*The normal work day ~~for~~ Garage employees shall consist ~~of~~ a scheduled period of eight (8) hours ~~of~~ work between the hours ~~of~~ 8:00 a.m. and 6:00 p.m. (day shift) and between the hours ~~of~~ 1:00 p.m. and 10:00 p.m. (afternoon shift), including an unpaid meal interval ~~of~~ not more than one (1) hour. The normal work week ~~for~~ such employees shall consist of five (5) such consecutive days, followed by two (2) consecutive days off.*

8. **LIFE GUARDS**

*The normal work day ~~for~~ employees who are working as Life Guards shall consist ~~of~~ a scheduled period ~~of~~ eight (8) hours ~~of~~ work, including an unpaid meal interval of not less than one (1) hour. The normal work week ~~for~~ such employees shall consist of five (5) such consecutive days, followed by two (2) consecutive days off. The provisions ~~of~~ Article 17.03 (b) ~~of~~ this Agreement shall not apply to employees who are working as Life Guards.*



9. **RECEIVER STORES AND STOREKEEPER**

*The normal work day for these employees may commence at 7:30 a.m. The normal work week for such employees shall apply.*

10. **LABOURER I - HAND STREET SWEEPER**

*The normal work week for this employee shall be Tuesday through Saturday and the normal work day shall apply.*

11. **COMMUNICATIONS CLERKS - RCMP**

(a) *Regular full time employees shall work two (2) 11½ hour day shifts followed by two (2) 11½ hour night shifts, followed by four (4) consecutive days off. Day shift shall be between 7:00 a.m. and 7:00 p.m. and night shift shall be between 7:00 p.m. to 7:00 a.m. There may be a one-half (½) hour unpaid lunch break and two (2) rest periods on each shift. There will be no adjustment time.*

(b) *Vacation and statutory holiday credits shall be converted to hours for record keeping purposes, ie: 15 days credits shall be multiplied by 7 for 105 hours credit. Statutory holiday credits may be combined with annual vacation credits. Employees who work on a statutory holiday shall be paid double time and shall receive seven (7) hours credit to be taken off as mutually agreed. Employees who do not work the statutory holiday shall receive seven (7) hours credit to be taken as mutually agreed.*

*Sick leave records shall be maintained in hours for record keeping purposes. No employee shall suffer any loss as a result of the conversion to hours.*

(c) *Benefits for temporary relief or part-time employees shall be as per the Collective Agreement.*

12. **PROVOST, GUARDS AND MATRONS - R.C.M.P.**

(a) *Regular full time employees shall work two (2) 11½ hour day shifts followed by two (2) 11½ hour night shifts, followed by four (4) consecutive days off. Day shift shall be between 7:00 a.m. and 7:00 p.m. and night shift shall be between 7:00 p.m. to 7:00 a.m. There may be a one-half (½) hour unpaid lunch break and two (2) rest periods on each shift. There will be no adjustment time. Provost shall work an eight (8) hour day shift.*

*Relief and part-time Guards and Matrons shall receive benefits as per the Collective Agreement.*

12. **PROVOST GUARDS AND MATRONS - R.C.M.P. (Continued)**

- (b) *Vacation and statutory holiday credits shall be converted to hours for record keeping purposes, ie: 15 days credits x 8 hours = 120 hours credits. Statutory holiday credits may be combined with annual vacation credits. Employees who work on a statutory holiday will receive double time and eight (8) hours credit to be taken as mutually agreed. Employees who do not work the statutory holiday shall receive eight (8) hours credit to be taken as mutually agreed.*

*Sick leave records shall be maintained in hours ~~for~~ record keeping purposes.*

*Health and welfare and vacation benefits and other related benefits shall be as per the Collective Agreement.*

13. **MUSEUM EMPLOYEES**

*The normal work week for Museum employees shall be any five (5) consecutive days between Monday and Saturday.*

14. **COMPUTER OPERATOR AND/OR COMPUTER PROGRAMMER-OPERATOR**

*That the Computer Operator and/or Computer Programmer-Operator will work a regular seven (7) hour shift between 6:00 a.m. and 11:00 p.m. during the regular work week of Monday to Friday.*

*The Data Processing Manager will meet with the employees involved and discuss their personal shift preferences and will take the employee's preferences into account in establishing shifts.*

*The first shift to be implemented will be 10:30 a.m. to 6:30 p.m. for the Computer Programmer-Operator.*

**LETTER OF UNDERSTANDING #1.00**

**BETWEEN:** OKANAGAN MAINLINE MUNICIPAL. ~~LABOUR~~ ~~RELATIONS~~ ASSOCIATION,  
ON BEHALF OF THE CITY OF PENTICTON

**AND:** CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 608

**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 Penticton and the Union will meet through the Labour Management Committee, to review the circumstances.*

**ON BEHALF OF:**

**CUPE, LOCAL NO. 608**

\_\_\_\_\_  
"Jim Kelly"

\_\_\_\_\_  
"R. MacRae"

**ON BEHALF OF:**

**O.M.M.L.R.A.**

\_\_\_\_\_  
"S. A. Tzogoëff"

\_\_\_\_\_  
"R. S. McEwan"

*Date: December 18, 1978*

**LETTER OF UNDERSTANDING #2.00**

**BETWEEN: OKANAGAN MAINLINE MUNICIPAL LABOUR RELATIONS ASSOCIATION,  
ON BEHALF OF THE CITY OF PENTICTON**

**AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 608**

**RE: PART TIME ARENA EMPLOYEES**

*As a result of negotiations for the renewal of the 1992-1993-1994 Collective Agreement, the parties agree that the City of Penticton will continue its practice of hiring part time employees to carry out "Ice Patrol" and "Ticket Selling" duties at the various arenas. It is further agreed that employees will be hired for a minimum of four (4) hours at \$7.75 per hour for "ticket selling" and \$7.00 per hour for "ice patrol", plus fourteen (14) per cent in lieu of vacation and all other benefits, except that which may be required by law. Such employees shall be covered by the Collective Agreement except the provisions dealing with seniority and benefits.*

*It is further agreed that wages for such employees shall remain the prerogative of the Employer, however, the Union may approach the Employer, on proper notice, to discuss any amendments to the wage structure. The Employer agrees to deduct the equivalent percentage of dues as for the regular employees.*

ON BEHALF OF:  
CUPE, LOCAL 608

ON BEHALF OF:  
O.M.M.L.R.A.

\_\_\_\_\_  
"John Robb"

\_\_\_\_\_  
"Tom Smithwick"

\_\_\_\_\_  
"Doug Snow"

\_\_\_\_\_  
"Dorothy Whittaker"

Date: December 18, 1978

Revised: July 21, 1992

**LETTER OF UNDERSTANDING #3.00**

**BETWEEN: OKANAGAN MAINLINE MUNICIPAL ~~LABOUR~~ RELATIONS ASSOCIATION,  
ON BEHALF OF THE CITY OF PENTICTON**

**AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 608**

*March 31, 1977*

*Mr. Bob MacRae, President,  
Local 608, C.U.P.E.,  
Box 338,  
PENTICTON, B. C.*

*Dear Mr. MacRae:*

*It is understood, based on our discussions that employees who are required to work on a Statutory Holiday, or a day declared in lieu of, shall have the option of receiving the appropriate rates of pay for working the holiday, or receiving a scheduled day off at normal rates of pay.*

*Yours truly,*

"SIGNED"

*R. S. McEwen,  
Personnel Director*

## **LETTER OF UNDERSTANDING#4.00**

### **LETTER OF INTENT**

*June 3, 1981*

*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:*

- A. *All local bargaining by Local Committees will continue as in the 1979-1980 Collective Agreement.*
- B. *The Employer will pay the 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: negotiating 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 purposes of the renewal of a Collective Agreement.*

*City of Penticton (2)*

- C. *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 purpose, 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 CUPE, **LOCAL** 608

ON BEHALF OF O.M.M.L.R.A.

"Jim Kelly"

"R. J. Moffat"

## **LETTER OF UNDERSTANDING #5.00**

**BETWEEN: OKANAGAN MAINLINE MUNICIPAL LABOUR RELATIONS ASSOCIATION,  
ON BEHALF OF THE CITY OF PENTICTON**

**AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 608**

### **RE: COMMUNITY CENTRE RECEPTIONIST/CASHIER SHIFTS AND HOURS OF WORK**

*The following is understood and agreed between the parties:*

*This letter will result in:*

- ( i) the cancellation of the September 22, 1981 Letter of Understanding "Community Centre Office Staff Hours of Work and Part Time Positions Hours of Work", and*
- ( ii) the deletion of Article A.3 from the April 27, 1981 Letter of Understanding - Community Centre Shifts.*

*The intent of this letter is to:*

- ( i) through a new cost effective shift schedule, provide for more regular weekends off for full-time community centre office staff.*
- ( ii) provide the City of Penticton with flexibility to obtain limited additional and specified work from full-time employees.*
- ( iii) provide for more regularly scheduled and equitably distributed work for part-time community centre office staff and consequently to stabilize the employment and encourage the continuity of part-time community centre office staff.*

#### **A. Full Time Receptionist/Cashier**

- 1. Except when Article A.2 of this letter applies, full time Receptionist/Cashiers shall work five (5) consecutive days with two (2) consecutive days of rest. The normal work day shall be as provided for in Article 17.01 (a) and the shift duration as in Article 17.03 (a). Shifts shall be worked between 6:00 a.m. and 12:00 midnight (0600 hours to 2400 hours) according to the following schedule:*

**OFFICE STAFF SCHEDULE: MONDAY - FRIDAY**

<b>SHIFT</b>	<b>HOURS</b>	<b>FIRST BREAK</b>	<b>MEAL BREAK</b>	<b>SECOND BREAK</b>
<b>A</b>	8:30 a.m. - 4:30 p.m.	10:00 a.m.	12:00 noon - 1:00 p.m.	3:00 p.m.
<b>B</b>	6:45 a.m. - 2:45 p.m.	9:00 a.m.	11:00 a.m. - 12:00 noon	1:15 p.m.
<b>C</b>	9:00 a.m. - 5:00 p.m.	10:00 a.m.	12:00 noon - 1:00 p.m.	3:30 p.m.
<b>F</b>	5:45 p.m. - 10:45 p.m.	7:45 p.m.		
<b>H</b>	4:45 p.m. - 8:45 p.m.	6:45 p.m.		

**OFFICE STAFF SCHEDULE: SATURDAY & SUNDAY**

<b>SHIFT</b>	<b>HOURS</b>	<b>FIRST BREAK</b>	<b>MEAL BREAK</b>	<b>SECOND BREAK</b>
<b>D</b>	8:15 a.m. - 3:00 p.m.	10:45 a.m.	12:00 noon - 1:00 p.m.	
<b>E</b>	2:30 p.m. - 9:15 a.m.	7:30 p.m.	5:15 p.m. - 6:15 p.m.	

*Full time shifts shall be rotated on an equitable basis.*

- A. 2. Full time Receptionist/Cashiers may be required to work additional time in excess of their normal scheduled hours on the following basis:
- a) Such work shall be for the specific purpose of special events, such as registration days, referendums, swim meets, etc. or vacation relief. Such work shall not be used to provide relief for sickness.
  - b) The maximum that such work may be scheduled shall be thirty (30) shift per year.
  - c) Article 18: Overtime shall not apply for work performed to and including the thirty (30) shift maximum. Article 18 shall apply for such work on the thirty-first (31st) shift and thereafter within a calendar year.
  - d) Reimbursement for an employee who works one of the thirty (30) shifts shall be by the employee selecting time off in lieu of the time worked. The date of this time off shall be subject to mutual agreement between the Supervisor and the Employee prior to the extra day of work and shall be taken within a one (1) month period thereafter.



A. 3. *Other Conditions*

- a) *Shift premium for all full-time employees shall apply as per Article 21 of the Collective Agreement.*
- b) *In the event that a shift is changed, the Employer shall give two (2) days advance notice, otherwise an employee shall receive an overtime premium as provided for in Article 18, in lieu of notice.*
- c) *Employees may exchange shifts occasionally with the approval of the Supervisor, provided that there is no increase in cost to the Employer.*

A. 4. *Except as provided above, all other provisions of the Collective Agreement shall apply.*

***B. Part Time Community Centre Office Staff***

- 1. *It is the intention of the City of Penticton to maintain up to and/or a maximum of four (4) part time employees to be classified as Receptionist/Cashiers to carry out Receptionist/Cashier duties at the Community Centre. The purpose of these part time positions is to assist with duties in the Community Centre office operations and to assist with other office operations throughout the Community Centre as required and to relieve the full time staff whenever they are unavailable to work.*
- B. 2. *Part time employees will be hired for a minimum of four (4) hours per day and will receive wages for their classification, as set out in Schedule "A" plus fourteen percent (14%) in lieu of vacation and all other benefits except that which may be required by law.*
- 3. *On Saturdays and Sundays, part time employees may work a split shift of three (3) hours at the lunch break and three (3) hours at the dinner break.*
- 4. *Part time positions will not be used to prevent the use of full time employees when full time work is available.*
- 5. *Part time staff shall be available to work as required, unless prior arrangements have been made with the supervisor.*
- 6. *Part time shifts shall be rotated on an equitable basis.*
- 7. *Shift premium shall apply to part time employees in accordance with Article 21 of the Collective Agreement. In addition, the shift premium will apply to part time employees for non-qualifying shifts where less than 48 hours notice of requirement to work is given.*
- 8. *Except as provided above, all other provisions of the Collective Agreement shall apply.*

**C. Cancellation**

*Either party may cancel this Letter & Understanding with sixty (60) calendar days' notice prior to the date & cancellation.*

**ON BEHALF OF:**

***C.U.P.E. LOCAL 608***

*"John Robb"*

\_\_\_\_\_

**ON BEHALF OF:**

***O.M.M.L.R.A. and the  
City of Penticton***

*"Geri English"*

\_\_\_\_\_

*Date: September 20, 1984  
Revised: October 26, 1988  
Revised: July 21, 1992*

## **LETTER OF UNDERSTANDING #6.00**

**BETWEEN: OKANAGAN MAINLINE MUNICIPAL LABOUR RELATIONS ASSOCIATION,  
ON BEHALF OF THE CITY OF PENTICTON**

**AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 608**

### **RE: COMMUNITY CENTRE SHIFTS**

*It is agreed and understood that the parties agree to the following:*

#### **A. JOB CLASSIFICATIONS**

##### **1. Facilities Attendants at the Community Centre**

*The **shift** schedule for these employees shall be the same as outlined in Schedule B, Part 2, for Arena Employees.*

##### **2. Lifeguards, Lifeguard Instructors, and Lifeguard Supervisor**

*These employees shall work five **(5)** consecutive days with two **(2)** consecutive days **of** rest. A shift shall be eight **(8)** hours per day and there may be one split per shift within a twelve **(12)** hour period as per past practice. Start and quit times will vary according to operating requirements between the hours **of** 6:00 a.m. and 12 midnight.*

##### **3. Leisure Services Secretary**

***This** employee shall work regular day shift Monday to Friday, 8:30 a.m. to 4:30 p.m., but may relieve Cashier-Clerks as required and Part B "Other Conditions", Nos. 1, 2, 3, 4 only, **of** this Letter shall apply if this employee works shift.*

##### **4. Facilities Attendants at Penticton Trade & Convention Centre**

*The shift schedule for these employees shall be the same as outlined in Schedule B, Part 2, for Arena Employees. The Employer may schedule work on day shift when work load permits and will give two **(2)** working days' notice **of** shift change.*

**B. OTHER CONDITIONS**

- 1. Shift premium to all full-time employees shall apply as per Article 21 of the Collective Agreement.*
- 2. In the event that a shift is changed, the Employer shall give two (2) days advance notice, otherwise an employee shall receive an overtime premium as provided for in Article 18, in lieu of notice.*
- 3. Employees may exchange shifts with the approval of the Employer, provided that there is no increase in cost to the Employer.*
- 4. Shifts shall be rotated on an equitable basis.*
- 5. The conditions for Part-Time employees shall be as per Letter of Understanding dated December 18, 1978 for Part-Time Arena Employees. Such Letter will be re-negotiated in the current round of negotiations.*

**C. CANCELLATION**

*Either party may cancel this Letter of Understanding with ~~sixty~~ (60) calendar days' notice prior to the date of cancellation.*

**ON BEHALF OF:**

**C.U.P.E., LOCAL NO. 608**

"John R. Robb"

**ON BEHALF OF:**

**O.M.M.L.R.A. and the  
City of Penticton**

"Bob Heise"

*Dated: March 7, 1985  
Revised: July 21, 1992*

**LETTER OF UNDERSTANDING #7.00**

**BETWEEN: OKANAGAN MAINLINE MUNICIPAL LABOUR RELATIONS ASSOCIATION,  
ON BEHALF OF THE CORPORATION OF THE CITY OF PENTICTON**

**AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 608**

**RE: R.C.M.P. MATRONS ONLY**

*This Letter will continue all rights and benefits and conditions ~~for~~ Matrons as outlined in the Letter of Understanding dated May 1, 1981, except as what is otherwise expressed or changed in this Letter.*

*The Parties agree as follows:*

*The Employer will retain, on an on-call basis, eight (8) Matrons, namely:*

<i>Mary Maslak</i>	<i>Gaye Tuck</i>
<i>L. Strohman</i>	<i>Alexandra Shepherd</i>
<i>E. Kearsley</i>	<i>L. Klohn</i>
<i>(Vacant)</i>	<i>(Vacant)</i>

*The Employer will advise the Union of any replacements to the above list. In assigning employees hereunder the principle of equitable distribution of work time shall be applied.*

*Effective January 1, 1986, and commencing with the most senior employee on the above list, the Employer will offer Matron work as required. Following the offer to senior employees, work shall be offered on an equally distributed basis. The employees with least hours charged against their record shall be given first work opportunity.*

*The Employer will maintain a record of hours offered or worked to all employees commencing with the most senior employee as of January 1, 1986. Any Employees added to the list during the year will be given the average number of hours.*

*If the most senior employee refuses such work opportunity, the Employer will proceed down the list to the next senior employee until the work opportunity is accepted.*

*Employees who have been offered work will be charged the number of hours offered or eventually worked whether they work it or not.*

- 6.** *No Employee shall be charged any work offered hours unless they have been personally asked by a Member of the R.C.M.P. Detachment at the direction of the Supervisor on duty.*

*The Watch Commander or other designated Management person shall be responsible ~~for~~ the upkeep and calculation of Work Offer sheets, and will offer work first to the employee with the least hours charged to her record.*

8. *The Watch Commander or other designated Management person will make available by posting copies of these sheets for the information of all Matrons and the Union at the end of each month.*
9. *The maximum hours any Matron can work will be twelve (12) hours in any one shift, with a paid half hour (½ hour) lunch break.*

*Dated this 19th day of December, 1985.*

*Effective: January 1, 1986*

**SIGNED ON BEHALF OF THE OMMLRA  
AND THE CITY OF PENTICTON:**

"G. English"

\_\_\_\_\_

\_\_\_\_\_

**SIGNED ON BEHALF OF CUPE  
LOCAL NO. 608:**

"Jim Kelly"

"Doug Snow"

"Dave Ferguson"

*Renewed: July 13, 1987*  
*Revised: October 26, 1988*  
*Revised: July 21, 1992*

## **LETTER OF UNDERSTANDING #8.00**

*This agreement entered ~~into~~ this 14th day ~~of~~ January 1988*

**BETWEEN:**            **THE CITY OF PENTICTON**

**AND:**                **CUPE LOCAL 608**

*The parties, hereto, agree to recommend to their principals, the attached terms and conditions as **final** and conclusive settlement ~~of~~ the following grievances and/or disputed issues between the parties:*

- 1.    Convention Centre Contracting Out*
- 2.    Cemetery Contracting Out*
- 3.    T. Ardelli grievance - April 13, 1987*
- 4.    Pope, Jackson, Punzo grievance - ~~May~~ 22, 1986*

### **TERMS AND CONDITIONS OF SETTLEMENT**

- 1.    The City ~~of~~ Penticton shall take over the maintenance of the Penticton Trade & Convention Centre, from the current contractor, at 12:01 AM, 1989 January 1st.*
- 2.    **The** City of Penticton shall forward a cheque to CUPE Local 608, in the amount ~~of~~ \$3,500.00.*
- 3.    The CUPE Local 608 shall withdraw, without prejudice, the T. Ardelli **and** the Pope, Jackson and Punzo grievance.*
- 4.    Upon closing ~~of~~ the tenders for renewal of the cemetery maintenance contract, the CUPE Local 608 shall have the opportunity to provide the City with any suggestions on productivity improvements, cost or efficiency saving. The City agrees to provide the Local with an estimate ~~of~~ doing the work 'in house' and the total cost ~~of~~ each bid submitted to the City.*
- 5.    The following terms and conditions of employment shall apply to staff hired to work in the Peach Bowl after 1989 January 1st:*

*(a) Rates of Pay:*

*( i) FULL TIME EMPLOYEES IN **THE** CLASSIFICATIONS INDICATED*

- Facilities Attendant I - as per the collective agreement*

*( ii) PART TIME EMPLOYEES IN THE CLASSIFICATIONS INDICATED*

- Facilities Attendant - \$11.08 per hour*

- (iii) The rate of pay shall be adjusted, thereafter, by application ~~of~~ wage increases negotiated for other City staff in Local 608 during collective bargaining.*

(b) Benefits

(i) Full time employees shall be entitled to all benefits available under the terms of the Collective Agreement between the City of Penticton and CUPE Local 608, except as specifically stated herein.

(ii) Part time employees shall be paid 14% in lieu of any and all benefits.

(c) Hours of Work

(i) FULL TIME EMPLOYEES: Forty ~~(4)~~ hours per week on five ~~(5)~~ consecutive days with two ~~(2)~~ consecutive days off.

(ii) PART TIME EMPLOYEES: As and when required.

(iii) Scheduling and/or staffing problems will be resolved at the local level in a fair manner.

(d) OVERTIME shall be paid for all hours worked after eight hours per day or ~~forty (4)~~ hours per week. The provisions of Article 18.01 (b) of the Collective Agreement shall apply with regard to the level of overtime pay.

(e) Statutory Holidays

(i) FULL TIME EMPLOYEES shall be entitled to Statutory Holidays in accordance with Article 22 of the Collective Agreement.

(ii) PART TIME EMPLOYEES required to work on a Statutory ~~Holiday~~ shall be paid at straight time rates only and shall not be entitled to time off in lieu of hours worked.

(f) SHIFT PREMIUMS: Employees covered by this agreement shall not receive shift premiums.

(g) Minimum Hours

(i) FULL TIME EMPLOYEES shall be covered by the minimum hours provisions of the Collective Agreement.

(ii) PART TIME EMPLOYEES shall be subject to a minimum hour provision of two (2) hours.

(h) Seniority

(i) FULL TIME EMPLOYEES shall accrue seniority in accordance with the terms of the Collective Agreement.

(ii) PART TIME EMPLOYEES shall not accrue seniority. Where a part time employee applies for a full time position in the Penticton Trade & Convention Centre and no full time employee applies, the part time employee with the greatest length of service shall be appointed provided he/she possesses the necessary qualifications, skill, knowledge and ability to efficiently fulfill the job requirements.



- (i) Except as specified, herein, none of the provisions of the Collective Agreement between the City of Penticton and CUPE Local 608 shall apply to part-time staff.*
  - (j) Except as specified, herein, the provisions of the Collective Agreement shall apply.*
  - (k) The provisions of the Collective Agreement dealing with Union dues checkoff and grievance procedure shall apply to part time employees covered by this agreement.*
  - (l) This agreement shall not be deemed to constitute a guarantee, by the City, of hours of work or pay in lieu thereof; staffing levels; operating methods; hours of operation; or any other matter not specifically defined herein.*
- 6. The full time position of Facilities Attendant I shall be posted in the usual manner. The City and Local 608 will meet, prior to the posting, to discuss the required job qualifications. The Union agrees that job qualification, knowledge, skill and ability requirements must be met at the time of posting and that nobody can be appointed unless they meet the required standard.*

*For the City of Penticton:*

*"G. English"*  
*"Rick Baker"*

*For the CUPE Local 608:*

*"Jim Kelly"*  
*"Charlene Hasell"*  
*"Doug Snow"*  
*"Darryl Haddrell"*  
*"I. McIntosh"*

*Revised: October 26, 1988*  
*Revised: July 21, 1992*

**LETTER OF UNDERSTANDING #9.00**

**BETWEEN: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 608**

**AND: THE CORPORATION OF THE CITY OF PENTICTON**

**RE: MUSEUM WORKER-ARCHIVES. HOURS OF WORK**

*This will confirm the parties to this Letter have agreed to the filling a position for a part-time Museum Worker - Archives position.*

*The hours of work for that position will be as follows:*

*Tuesday and Thursday - 4:30 p.m. to 8:30 p.m.  
Saturday - 9:30 a.m. to 5:30 p.m.*

*This change is necessitated by the changing in the hours of operation for the Museum facilities. The incumbent will work a minimum of fifteen (15) hours per week. However, there may be a need to have the incumbent work a few more hours, and this would be during the normal opening periods. Any additional hours are subject to budgeting restrictions.*

*All other provisions of the collective agreement shall be applied.*

*Either party may cancel this Letter of Understanding by giving ~~sixty~~ (60) days' written notice to the other party.*

ON BEHALF OF:

CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL NO. 608

"Jim Kelly"

"Doug Snow"

ON BEHALF OF:

THE CORPORATION OF THE CITY  
OF PENTICTON

"G. English"

*Effective Date: June 28, 1988*

**LETTER OF NDING #10.00**

*BETWEEN the CANADIAN **UNION** OF PUBLIC EMPLOYEES on behalf of the following **Locals:** 338, 363, 608, 1136, 1908, 2587 AND the OKANAGAN **MAINLINE** MUNICIPAL LABOUR RELATIONS ASSOCIATION on behalf of Kelowna, Revelstoke, Penticton, Keremeos, Summerland, Salmon Arm, Columbia-Shuswap Regional District, Thompson-Nicola Regional District*

**EMPLOYER OBLIGATIONS TO EMPLOYEES**

*In recognition of the Employers right 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 "inhouse".  
  
(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. 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.*

**RENEWED AS AMENDED, AND SIGNED THIS 26th DAY OF OCTOBER, 1988**

**The O.M.M.L.R.A.**

"R. W. Baker"

**The UNION**

"Jim Kelly"

**CITY OF PENTICTON**

ANDERSON, Carol  
BERGMAN, Don  
BORK, Betty  
BOSSCHA, Andy  
BROCK, Bert  
BROWN, Maria  
BUZIAK, Wayne  
CLARKSON, Art  
CONSOLO, Ralph  
DELEEuw, Brent  
DERBY, Jan  
DEUSCHLE, Ed  
EDGE, Brent  
FERGUSON, Dave  
GIESBRECHT, Wally  
GRYPINK, Monique  
**HADDRELL**, Darryl  
**HARRIS**, Glen  
HOEY, Francis  
HOPKINS, Dave  
JACKSON, Fred  
KANTZ, Marlene  
KELLER, Mynga  
KEMP, Carol  
KINASCHUK, Serge  
KNIGHT, **Norm**  
LAHAY, John  
LAIDMAM, Al  
LALONDE, Steve  
LEMM, Charlene  
LEMM, Loretta  
LEWIS, Jerry  
MANITOSKI, Mark

**MANTEN**, Will  
MATTHEW, Lance  
MILLER, Lydia  
MILLINGTON, Bruce  
MOORE, Bob  
" O L S O N , Lorraine  
NEWMAN, Fred  
NEWTON, Del  
NOWOTTNICK, Rill  
OST, Horst  
PALANIO, Jerry  
PARKER, John  
PARKIN, Ron  
PRIME, Carol  
RAITT, Calvin  
ROBSON, Gary  
**RILEY**, Dave  
SAJNA, Ben  
SCHNURR, Sylvia  
SNOW, Doug  
**STONE**, Doug  
STOWELL, Ken  
TRUANT, Dianne  
TRUANT, Essio  
TRUSSELL, Doug  
WALL, Carl  
WALTERS, Jerry  
WATSON, Jay  
WATTS, John  
WATTS, Walter  
ZAFFINO, Bruno  
ZAFFINO, Jim  
ZURINNI, Mary

**LETTER OF UNDERSTANDING #11.00**

**BETWEEN:** *The OKANAGAN MAINLINE MUNICIPAL LABOUR RELATIONS ASSOCIATION*

**AND:** *The CANADIAN UNION OF PUBLIC EMPLOYEES  
(all Locals, except CSRD, Local 1908)*

**RE: CUPE LONG TERM DISABILITY PLAN**

*The parties, hereto, agree to the following:*

1. *Employees who were offwork due to sickness or accident on the last day of coverage under the former OMMLRA Long Term Disability Plan will continue to be entitled to benefit payments under the terms of that OMMLRA Plan as long as they remain eligible under the terms and conditions of that Plan.*
2. *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 said 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.*
3. *The Employer agrees to the check-off of premiums from all employees who shall be required to join as a condition of employment unless the Employer is otherwise notified by the Union.*
4. *The Employer agrees to remit L.T.D. premiums to the Union. Payroll deductions will 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 with a list of names of all employees from whom deductions have been made. The premium deductions must be calculated as a percentage of an employee's salary (pay) or a flat amount per employee. 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.*
5. *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.*
6. *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 28th day of August, 1992.*

**ON BEHALF OF:**

*Okanagan Mainline Municipal  
Labour Relations Association*

\_\_\_\_\_  
*"R. A. Carter"*

\_\_\_\_\_  
*"G. Sobool"*

\_\_\_\_\_  
*"R. W. Baker"*

**ON BEHALF OF:**

*Canadian Union of Public Employees,  
Locals 338, 363, 608, 1136, 1908 & 2587*

\_\_\_\_\_  
*"Bob Finley"*

\_\_\_\_\_  
*"Bob Crockett"*

**LETTER OF UNDERSTANDING #12.00**

**BETWEEN:** *The OKANAGAN MAINLINE MUNICIPAL LABOUR RELATIONS ASSOCIATION,  
ON BEHALF OF THE CITY OF PENTICTON*

**AND:** *THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 608*

**RE: BEACH CLEANING**

*The parties agree to the following exceptions to the Collective Agreement for Beach Cleaning:*

- 1. The hours of work for two (2) employees for this work shall be 12:00 midnight to 8:00 a.m. Monday to Friday inclusive and Saturday and Sunday 4:00 a.m. to 12:00 p.m. (noon), during the summer months only.*
- 2. The shift premium in the Collective Agreement will apply.*
- 3. The employer will post Beach Cleaning positions according to Article 15 of the Collective Agreement.*
- 4. If the employer assigns junior employees to these positions, they shall be temporary assignments made on a yearly basis.*
- 5. Either party may cancel this Letter of Understanding by giving thirty (30) days written notice to the other party.*

*This Letter of Understanding replaces that signed during local negotiations and dated August 30, 1988.*

**ON BEHALF OF THE O.M.M.L.R.A.**

"G. English"

**ON BEHALF OF C.U.P.E.  
LOCAL 608**

"Doug Snow"

*Date: October 26, 1988*

**LETTER OF UNDERSTANDING #13.00**

**BETWEEN: THE OKANAGAN MAINLINE MUNICIPAL LABOUR RELATIONS ASSOCIATION**

**AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**RE: ALTERNATE ARBITRATION PROCEDURE**

*The parties ~~may~~, by mutual agreement, refer a grievance to the Alternate Arbitration Procedure.*

- 1. The arbitrators shall be the chief negotiator for the OMMLRA and the chief negotiator for the UNION. Where appropriate, each party shall have the right to appoint an alternate arbitrator. Each party shall bear their own expenses for this procedure.*
- 2. The arbitrators will compel the respective local union and employer to submit a written statement of their position, which shall contain all of the pertinent facts, information and reasons for their position, in order to assist the arbitrators to render a decision.*
- 3. The arbitrators shall have the authority to jointly interview witnesses, visit work sites and investigate all matters relevant to the grievance.*
- 4. All decisions rendered by the arbitrators shall be in writing, shall be fully enforced, shall have no precedent value, shall only be used in the case at hand and shall not be referred to in any other proceedings.*
- 5. In the event that the arbitrators cannot resolve the grievance, a Chairman shall be appointed by mutual agreement of the arbitrators. The Chairman shall have the power to render a final and binding decision.*

*Either party may cancel this Letter of Understanding with thirty (30) calendar days notice.*

**THIS AGREEMENT MADE THE 28th DAY OF AUGUST, 1992**

**ON BEHALF OF:**

**Okanagan Mainline Municipal  
Labour Relations Association**

\_\_\_\_\_  
"R. A. Carter"

\_\_\_\_\_  
"G. Sobool"

\_\_\_\_\_  
"R. W. Baker"

**ON BEHALF OF:**

**Canadian Union of Public Employees,  
Locals 338, 363, 608, 1136, 1908 & 2587**

\_\_\_\_\_  
"Bob Finley"

\_\_\_\_\_  
"Bob Crockett"

\_\_\_\_\_

**LETTER OF UNDERSTANDING #14.00**

**BETWEEN: THE OKANAGAN MAINLINE MUNICIPAL LABOUR RELATIONS ASSOCIATION**

**AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**RE: HOURS OF WORK**

*The parties agree that where ongoing exceptions to the normal work ~~day~~ and/or work week have been agreed to, the parties will incorporate them into Schedule "B" of the Collective Agreement.*

**THIS AGREEMENT MADE THE 26th DAY OF OCTOBER, 1988**

**ON BEHALF OF THE OMMLRA**

**ON BEHALF CUPE LOCALS 363,  
608, 1136, 1908 and 2587**

"R. A. Carter"

"Jim Kelly"

"G. English"

"Al C. Laface"

"R. W. Baker"



**LETTER OF UNDERSTANDING #15.00**

**BETWEEN: THE OKANAGAN MAINLINE MUNICIPAL, LABOUR RELATIONS ASSOCIATION**

**AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**RE: JOB TRAINING**

*The parties agree that, where operational requirements present a need and opportunity for on the job training and where it is economical and efficient to undertake such training, the Employer will post such opportunity in a manner to inform employees in the bargaining unit.*

*It is understood that, where training is provided, employees eligible for training must be currently working in the occupational group within which training is available.*

*Where a training opportunity becomes available and more than one (1) employee indicates an interest in acquiring that training, the Employer will assess qualifications, skills, ability, knowledge and previously demonstrated initiative to acquire training, relative to the classification being trained for; and where all else is equal, seniority would prevail.*

*The parties agree to meet with local bargaining committees, prior to July 1, 1989, to identify current opportunities for on the job training.*

*The parties intend that training is provided as a means whereby employees can improve their qualifications in the event of a vacancy arising, in the future. Training of employees should not be utilized to circumvent the seniority or promotion provisions of the collective agreement.*

*The above process also applies to employees being displaced by the contracting out of their jobs.*

**THIS AGREEMENT MADE THE 26th DAY OF OCTOBER, 1988**

**ON BEHALF OF THE OMMLRA**

**ON BEHALF OF CUPE LOCALS  
338, 363, 608, 1136, 1908 and 2587**

"R. A. Carter"

"Jim Kelly"

"G. English"

"Al C. Laface"

"R. W. Baker"

**LETTER OF UNDERSTANDING #16.00**

**BETWEEN: THE OKANAGAN MAINLINE MUNICIPAL LABOUR RELATIONS ASSOCIATION**

**AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**RE: SICK LEAVE / WEEKLY INDEMNITY**

*The parties agree to address the concern over the escalating cost of sick leave/Weekly Indemnity as follows:*

- 1. The Employer will identify individual cases where there appears to be excessive use of sick leave.*
- 2. The Employer will provide statistics to the local unit to substantiate the problem.*
- 3. No more than two (2) representatives of the Employer and no more than two (2) representatives of the local unit shall meet, in a Labour/Management meeting, to discuss the problem.*
- 4. The Union will intervene in direct discussion with the employee in an attempt to correct the problem.*

**THIS AGREEMENT MADE THE 26th DAY OF OCTOBER, 1988**

**ON BEHALF OF THE OMMLRA**

**ON BEHALF OF CUPE LOCALS  
338, 363, 608, 1136, 1908 and 2587**

"R. A. Carter"

"Jim Kelly"

"G. English"

"Al C. Laface"

"R. W. Baker"

\_\_\_\_\_

## **LETTER OF UNDERSTANDING #17.00**

**BETWEEN: OKANAGAN MAINLINE MUNICIPAL. LABOUR RELATIONS ASSOCIATION,  
ON BEHALF OF THE CORPORATION OF THE CITY OF PENTICTON**

**AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 608**

### **RE: PUBLIC WASHROOMS/CHANGEROOMS - CLEANING SERVICES**

*This will confirm the understanding that the parties agree that the following terms and conditions of employment shall apply to staff hired to clean the public washrooms/changerooms (referred to as the bathhouses).*

1. Rates of Pay

*Part-time Labourers - \$11.30 per hour. This rate to remain in effect for three (3) years (April 3, 1989 - April 3, 1992).*

2. Benefits

*Part-time employees will be paid 14% in lieu of any and all benefits.*

3. Hours of Work

*Part-time employees are on an as and when required basis.*

4. Overtime

*Employees covered by this Letter of Understanding shall not receive overtime pay. Time worked shall be paid at the straight time hourly rate of pay.*

5. Statutory Holidays

*Employees required to work on a Statutory Holiday shall be paid at straight time rates only and shall not be entitled to time off in lieu of hours worked.*

6. Shift Premiums

*Employees covered by this Letter of Understanding shall not receive shift premiums.*

7. Minimum Hours

*Employees shall be subject to a minimum hour provision of two (2) hours.*

**8. Seniority**

*Employees covered by this Letter of Understanding shall not accrue seniority.*

**9. Posting**

*Positions shall be posted in-house in the normal manner.*

**10. Sickness or Absenteeism Relief**

*In the event ~~of~~ a vacancy arising due to illness, etc., present part-time staff at the Penticton Trade & Convention Centre ~~may~~ be utilized. **They** shall be paid their normal rate of pay. Prior consultation with C.U.P.E. Local 608 shall occur before Penticton Trade & Convention Centre part-time staff are utilized to clean bathhouses.*

*Except as specified herein, none of the provisions of the Collective Agreement between the City of Penticton and C.U.P.E. Local 608 shall apply to part-time staff.*

*Except as specified herein, the provisions of the Collective Agreement shall apply.*

*The provisions of the Collective Agreement dealing with Union dues check off and grievance procedure shall apply to part-time employees covered by this agreement.*

*This agreement shall not be deemed to constitute a guarantee by the City of hours of work or pay in lieu thereof; staffing levels; operating methods; hours of operation; or any other matter not specifically defined herein.*

*This agreement made the 20th day of April, 1989.*

**SIGNED ON BEHALF OF THE**

**O.M.M.L.R.A. AND THE CITY  
OF PENTICTON:**

"G. English"

**SIGNED ON BEHALF OF  
C.U.P.E.**

**LOCAL NO. 608:**

"Doug Snow"

**LETTER OF UNDERSTANDING #18.00**

**BETWEEN:** OKANAGAN MAINLINE MUNICIPAL, **LABOUR** RELATIONS ASSOCIATION,  
ON BEHALF OF THE CORPORATION OF THE CITY OF PENTICTON

**AND:** THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 608

**RE: HOURS OF WORK FOR CLERK STENO - FRONT COUNTER R.C.M.P.**

*This will confirm the understanding that the parties have with regard to the Hours of Work for the position of Clerk Steno - Front Counter R.C.M.P.*

1. Normal hours of work are the normal day shift, Monday to Friday.
2. From approximately May to August, the normal work week will include shifts on Saturdays and Sundays (*five* days of work with two days off). During this period, there will also be the possibility of the occasional afternoon/night shift.
3. Either party may cancel this Letter of Understanding by giving thirty (30) days written notice to the other party.

**THIS AGREEMENT MADE THE 22<sup>nd</sup> DAY OF APRIL, 1992.**

**ON BEHALF OF THE O.M.M.L.R.A.**

\_\_\_\_\_  
*"Geri Sobool"*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ON BEHALF OF CUPE LOCAL 608**

\_\_\_\_\_  
*"C. Lemm"*

\_\_\_\_\_  
*"D. Haddrell"*

\_\_\_\_\_  
*"D. Snow"*

\_\_\_\_\_  
*"I. McIntosh"*

\_\_\_\_\_

