

***2002 - 2005 COLLECTIVE AGREEMENT***

***BETWEEN***

***OKANAGAN MAINLINE MUNICIPAL LABOUR RELATIONS ASSOCIATION,***

***on behalf of the Town of Princeton***

***-AND-***

***CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 608***

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**THIS AGREEMENT MADE AND ENTERED INTO  
ON THE 26<sup>th</sup> DAY OF JULY 2002.**

**BETWEEN:** **OKANAGAN MAINLINE MUNICIPAL LABOUR RELATIONS ASSOCIATION,**  
*(hereinafter called the "Association"), on behalf of the Town of Princeton*

**PARTY OF THE FIRST PART**

**AND:** **THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 608,**  
*(hereinafter called the "Union"), Chartered by the Canadian Union of Public  
Employees and Affiliated with the Canadian Labour Congress*

**PARTY OF THE SECOND PART**

**ARTICLE 1: PREAMBLE**

**1.01** **WHEREAS** *it is the desire of both parties to this agreement:*

- (a) To maintain the existing harmonious relations and settled conditions of employment between the Town of Princeton (hereafter called the "Employer") and the Union*
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work, and scale of wages, etc.*
- (c) To encourage efficiency in operation.*
- (d) To promote the morale, well-being and security of all employees in the bargaining unit of the Union.*

**NOW THEREFORE,** *the parties hereto agree as follows:*

**1.02** *The Union agrees that the Employer has the right and responsibility to manage the affairs of the Town, including but not limited to the following, insofar as they do not contravene the terms of this Agreement:*

- (a) To plan, direct and control operations, to determine the methods, procedures, equipment and other matters concerning Town operations, to determine the location of facilities and the extent to which these facilities or parts thereof shall operate.*
- (b) To hire, promote, demote, classify, transfer, assign, reassign and layoff of employees and discipline, suspend, and discharge employees for just cause, and to retire an employee at age sixty-five (65). A claim that an employee has been disciplined, suspended, or discharged without just cause may be subject of a grievous procedure hereinafter described.*

- (c) *The selection of supervisors shall be entirely a matter for the Employer's decision.*
- (d) *To make and alter from time to time rules and regulations to be observed by all employees.*
- (e) *It is expressly understood that all such rights and responsibilities not specifically covered by this Agreement shall remain the exclusive rights and responsibilities of the Employer.*

## **ARTICLE 2: UNION RECOGNITION**

**2.01** *The Employer recognizes the Union as the exclusive representative for the purpose of conducting collective bargaining regarding rates of pay, hours of work, and all other working conditions of employees covered by this Agreement, and the Employer will continue so to recognize the Union as long as the Union retains its right to conduct collective bargaining on behalf of such employees under the law.*

**2.02** *The term "Employee" as used in and for the purpose of this Agreement shall include all employees in the bargaining unit as defined by the Labour Relations Board, but shall not include lifeguards and swimming pool instructors hired for the summer months.*

### **2.03 Work of the Bargaining Unit**

*It is further agreed that except for incidental or emergent situations or except for employees of a bona fide contractor who are not in the bargaining unit for which the Union is certified, any person whose classification is not covered by the Agreement shall not perform work that is normally done by those employees who are deemed to be within the bargaining unit for which the Union is certified.*

## **ARTICLE 3: NO DISCRIMINATION**

**3.01** *The Employer, its servants and agents agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, discipline, or discharge by reason of his/her membership or activity in a labour union.*

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

**3.03** *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 11.02.*

**ARTICLE 4: UNION SECURITY**

**4.01 Maintenance of Membership**

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

**ARTICLE 5: CHECKOFF OF UNION DUES**

**5.01** *The Employer agrees to the compulsory checkoff of all Union dues as a condition of employment. Upon employment, the employee concerned shall sign a Union Dues checkoff card. Said dues to be paid and deducted monthly and forwarded to the Union Secretary with a list of those paying dues, and the amount each pays.*

**ARTICLE 6: THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES**

**6.01** *The Union will supply all new employees in the CUPE Bargaining Unit, including relief and part time employees, with a copy of this agreement.*

**6.02** *The Employer will ensure the current Collective Agreement is available on the Intranet site where available.*

**ARTICLE 7: LABOUR MANAGEMENT NEGOTIATIONS**

**7.01 Bargaining Committee**

*A Bargaining Committee shall be appointed and consist of not more than two (2) members of the Employer as appointees of the Employer, and not more than two (2) members of the Union, as appointees of the Union. The Union will advise the Employer of the Union nominees to the Committee.*

**7.02 Representatives of Canadian Union of Public Employees**

*The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer.*

**7.03 Meeting of the Bargaining Committee**

*In the event either party wishes to call a meeting of the Committee, the meeting shall be held at a time and place fixed by mutual agreement. Such meeting be arranged within 10 calendar days after the request has been made.*

**7.04**      **Function of Bargaining Committee**

*The Bargaining Committee shall meet to discuss the renewal of the collective agreement or any other matters which may be referred to it under the terms of this agreement.*

**ARTICLE 8: SENIORITY**

**8.01**      **Seniority List**

*Seniority shall be measured by length of service in the bargaining unit and shall operate on a bargaining unit-wide basis.*

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

**8.02**      **Probationary Employees**

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

**8.03**      **Seniority During Absence**

*If an employee is absent from work because of sickness, accident, or leave of absence approved by the Employer, he/she shall not lose seniority rights until a period of 12 months has elapsed. Thereafter any extension may only be granted with the consent and agreement of the parties hereto.*

*An employee shall only lose his/her seniority in the event:*

- 1. He/she is discharged for just cause and is not reinstated.*
- 2. He/she resigns.*
- 3. He/she is absent from work in excess of 3 working days without notifying the Employer unless such notice was not reasonably possible.*
- 4. After a layoff, he/she fails to return to work within 7 calendar days, after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his/her current address.*
- 5. After a layoff of 1 year, an employee shall be struck off the seniority list.*

6. *He/she is absent from work because of sickness or accident for a period of 36 months.*
7. *Any employee who loses seniority rights shall also lose job rights.*

**8.04**      **Student**

*“STUDENT” – a person employed by the Employer for remuneration who is attending school, college or university and who intends to return to school, college or university in the subsequent academic year. A student may only be hired with the prior agreement of the Union and shall be paid \$11.64 per hour, plus 14% in lieu of all vacation and fringe benefits. A student shall not acquire seniority.*

**ARTICLE 9: LAYOFFS AND REHIRINGS**

**9.01**      **Layoff and Rehiring Procedure**

*Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority, provided that those employees retained are qualified to do the work. Employees shall be recalled in the order of their seniority, provided they are qualified to do the work. Provided also that in the case of layoffs the Union agrees that where the next junior employee is retained, to complete a job in progress, the retaining of his/her service for a period not exceeding 5 working days shall not be considered a violation of the agreement and provided that employees laid off have not been doing similar work.*

**9.02**      **Notice of Layoff**

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

**ARTICLE 10: PROMOTIONS AND STAFF CHANGES**

**10.01**      **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 for a period not less than 7 calendar days. The posting shall include a classification summary and salary range. This posting requirement shall not preclude the Employer from filling such job vacancies or new positions on a temporary basis, pending posting, for a maximum of 30 days. This 30 day maximum time limit may be extended by mutual agreement. Copies of the posting will be sent to the Union.*

**10.02**      **Method of Making Appointments**

*In making staff changes, appointments shall be made of the applicant senior in service, and having the required qualifications, fitness and ability. Conditional on satisfactory service, such trial promotion shall become permanent after the period of 3 months. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, he/she shall be returned to his/her former position without loss of seniority or previous salary, and any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position without loss of seniority and previous salary.*

**10.03**      **Applications for Lateral Positions**

*An employee who is successful in being appointed, through a posting, to a position that is in the same or lower pay grade, may not apply for a future posting at the same or lower pay grade until a period of 1 year has elapsed since he/she was appointed under the original posting.*

**10.04**      **Job Training Program**

*The Employer agrees, wherever practical, to provide an opportunity for employees to receive on the job training to facilitate qualification for promotion, in the event of a vacancy arising in a position senior to his/her own.*

**10.05**      **Temporary Job Opportunities**

*The Employer will be required to post only the original vacancy plus one backfill position.*

**10.06**      **Placement of Disabled Employees**

*Subject to Article 8.03 (7) and Article 17.06, employees who have become unable to handle their regular jobs or employees who are partially disabled through sickness or accident will be given preference for such work as is suitable and available.*

**10.07**      *If any employee indicates, in writing, to his/her supervisor prior to going on vacation or leave of absence his/her intent to apply for an anticipated job posting, he/she would be considered for such posting.*

**10.08**      **Labourer I to Labourer II**

*Any Labourer I who has completed 6 months of employment with the Town will be advanced to Labourer II.*

## **ARTICLE 11: GRIEVANCE PROCEDURE**

**11.01** *The Employer acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of up to two (2) members. The personnel of such committee shall be communicated to the Employer.*

**11.02** *Should a dispute arise between the Employer and any employee regarding the interpretation, meaning, operation or application of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, or should any other dispute arise, an earnest effort shall be made to settle the dispute in the following manner:*

**Step 1 -** *The employee concerned, in person, with his/her Union Steward in attendance, shall first seek to settle the grievance with the immediate Supervisor or person holding an equivalent position, within 25 days from the time the grievance became known to the employee or, in the case of a policy grievance, to the Union.*

*Where an employee claims denial of selection on a job posting, the employee must file his/her grievance within 10 days of receiving such notice.*

**Step 2 -** *Failing satisfactory settlement within 2 working days after the dispute was submitted under Step 1, the employee concerned together with the Grievance Committee, will submit to the Employer a written statement of the particulars of the complaint and the redress sought..*

*Within 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 Supervisor, any affected Managers, and the Clerk Treasurer.*

*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.*

- 11.03** *The Employer shall advise the Union of its decision within 5 days following the Step 2 grievance meeting. The Union shall notify the Employer within 15 days after receiving the Employer's Step 2 response if it intends to proceed to Arbitration and shall 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 15 day time limit, the Grievance shall be deemed to be abandoned and all rights to the Grievance Procedure at an end.*
- 11.04** *Upon the establishment of a Board of Arbitration the Employer shall appoint one (1) member to this Board, and the Union shall appoint one (1) member to this Board, and these two (2) appointees shall agree upon a Chairman; in the event that these two (2) appointees cannot agree upon a Chairman, the Minister of Labour shall appoint a Chairman. The report of this Board of Arbitration shall be final and binding to the parties to this Agreement but shall not have the power to change the terms of the agreement.*
- 11.05** *Where a dispute involving a question of general application or interpretation occurs, Step 1 of Article 11.02 may be bypassed.*
- 11.06** *Replies to grievances (except for Step 1) shall be in writing at all stages.*
- 11.07** *Employer grievances may be initiated at Step 2 by submission of a grievance to the Union.*
- 11.08** *Grievances settled satisfactorily within the time allowed shall date from the time that the grievance was filed at Step 2.*
- 11.09** *The Employer shall supply the necessary facilities for the grievance meetings.*
- 11.10** *Except for Step 2 of the Grievance procedure, time limits mentioned in Article 11 refer to clear calendar days and may only be extended by written mutual agreement of the parties.*
- 11.11** *At any stage of the grievance procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.*
- 11.12** **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 3 person Board will apply.*

## **ARTICLE 12: DISCHARGE AND SUSPENSION**

### **12.01 Discharge Procedure**

*A regular employee may be suspended or dismissed only for just cause and only upon the authority of the Employer. When an employee is discharged or suspended he/she shall be given the reasons for such discharge or suspension in writing, in a timely manner.*

*Just cause shall not include the refusal of an employee to cross the picket line of a legal strike. All essential services of the Employer will be maintained.*

**12.02** *An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 11: Grievance Procedure. Step 1 of the Grievance Procedure shall be omitted in such cases.*

**12.03** *Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in his/her former position, without loss of seniority rating, and shall be compensated for all time lost in an amount equal to his/her 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 the Board of Arbitration if the matter is referred to such a Board.*

**12.04** *Whenever possible an employee who intends to terminate his/her services with the Employer, shall give notice in writing to the Employer to the extent of 7 calendar days if employed by the hour, or 30 calendar days, if employed by the month.*

**12.05** *The Employer agrees that all employees will have access to their personnel file and may review same in the presence of the Clerk Treasurer. To obtain access to his/her personnel file the said employee will forward the appropriate request in writing to the Clerk Treasurer who will deal with the said request within a reasonable time. Any employee may respond in writing to any report on their personnel file and such response will become a part of the file.*

## **ARTICLE 13: HOURS OF WORK**

### **13.01 Hours**

*Except as provided in Schedule "B", the normal work week for hourly paid employees shall consist of 5 eight hour days. The normal work week for salaried office staff shall consist of 5 seven hour days Monday to Friday inclusive.*

**13.02** *The hours of work for outside staff should be 8 hours to be worked in not more than 9 hours in a day. Such normal hours not to commence before 6:00 a.m.*

**13.03** *The hours of work for clerical staff shall be 7 hours to be worked in not more than 8 hours in a day. Such normal hours not to commence before 6:30 a.m.*

**13.04** *The Employer agrees to post the working schedule for employees and also any working schedule changes which may take place from time to time.*

*Variations in the normal workday or work week may be made by mutual agreement of the parties to this Agreement.*

**13.05** **Minimum Hours**

*In the event of an employee starting to work in any day and being sent home before he/she has completed 4 hours, he/she shall be paid for 4 hours. In the event of stoppage or suspension of work due to inclement weather he/she shall be paid for 3 hours. In the event that any employee reports to work but is sent home before commencing work, he/she shall be paid for 2 hours at his/her regular rates.*

**13.06** **Rest Periods**

*All employees, shall be permitted a 15 minute rest period in both the first and second half of a shift.*

**ARTICLE 14: OVERTIME**

**14.01** **Overtime Rates on Weekdays**

*All time worked beyond the scheduled workday shall be deemed to be overtime. Overtime shall be paid for at the rate of time and one-half for the first 2 hours work and double time thereafter, on normal shift days.*

**14.02** *Any employee required to work on his/her first or second weekly day of rest or on a Statutory holiday, shall be paid double time for all hours so worked. This double time will be in addition to any Statutory holiday pay to which he/she might be entitled.*

**14.03** *Overtime rates shall not be paid more than once for the same hours worked. All overtime shall be approved by the Department Head.*

**14.04** **No Layoff to Compensate for Overtime**

*Employees shall not be required to lay off in regular hours to equalize any overtime worked.*

**14.05** **Minimum Call-Back Time**

*Every employee who is called out and required to work in an emergency, outside his/her regular working hours, shall be paid for a minimum of 2 hours at double time rates. The word emergency above being as the instance where an employee does not receive notification during his/her regular working hours.*

**14.06**      **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.*

**14.07**      *The following conversion factor will be implemented for bi-weekly:*

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

**ARTICLE 15: HOLIDAYS**

**15.01**      *All employees shall, after completion of 30 days employment, receive 1 day's pay for not working on the following holidays:*

<i>New Year's Day</i>	<i>Thanksgiving Day</i>
<i>Good Friday</i>	<i>Remembrance Day</i>
<i>Easter Monday</i>	<i>Christmas Day</i>
<i>Queen's Birthday</i>	<i>Boxing Day</i>
<i>Canada Day</i>	<i>Labour Day</i>
<i>British Columbia Day</i>	

*and any other day proclaimed as a legal Statutory Holiday in British Columbia by the Federal or Provincial Governments as a holiday but not including any such proclaimed day which is proclaimed as a substitute holiday because the actual holiday fell on a weekend day.*

*When a Statutory Holiday falls on a normal non-working day and no other day is declared in substitution thereof, employees shall receive a day off work in lieu of the holiday, at their regular rate of pay; such day off to be taken at the discretion of the Employer.*

*No employee is entitled to Statutory Holiday Pay for any such holiday which occurs while the employee is on layoff.*

**ARTICLE 16: ANNUAL VACATIONS**

**16.01**      **Definition of Vacation Year**

*The term "vacation year" as used in this Agreement, shall mean the 12 month period running from January 1<sup>st</sup> to December 31<sup>st</sup> of the previous calendar year.*

**16.02**      **New Employees**

*Effective the first of the calendar year, following the year an employee enters service with the Employer, he/she shall be entitled to annual vacations in accordance with the following schedule:*

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

**16.03**      **Anniversary Date**

*On December 31<sup>st</sup> of each year, employees are credited with an anniversary date, regardless of when employment commenced in the previous 12 months.*

**16.04**      **Employee With 1 Year Service**

*An employee who has completed 1 but less than 9 years service at the end of the vacation year shall be entitled to paid vacation of 3 calendar weeks. Payment for such vacation shall be at the employee's rate of pay as at the time he/she takes his/her vacation.*

**16.05**      **Employee With 9 Years Service**

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

**16.06**      **Employee With 17 Years Service**

*An employee who has completed 17 but less than 21 years service at the end of the vacation year shall be entitled to a paid vacation of 5 calendar weeks. Payment for such vacation shall be at the employee's rate of pay as at the time he/she takes his/her vacation.*

**16.07**      **Employee With 21 Years Service**

*An employee who has completed 21 or more years of service at the end of the vacation year shall be entitled to a paid vacation of 6 calendar weeks. Payment for such vacation shall be at the employee's rate of pay as at the time he/she takes his/her vacation.*

**16.08**      **Employees on Layoff**

*The provisions of Article 16.02, 16.04, 16.05, 16.06 and 16.07 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 9 years of service, as calculated under the provisions of Article 16.03, 6% of his/her total earnings during the current calendar year, to be paid to him/her at the time of layoff; or if the employee so elects, to be paid to him/her as vacation pay during the following year when he/she may take a vacation not exceeding 3 calendar weeks.*

- (b) *For the 10<sup>th</sup> and up to and including the 17<sup>th</sup> year of service, as calculated under the provisions of Article 16.03, 8% of his/her total earnings during the current calendar year, to be paid to him/her at the time of layoff; or if the employee so elects, to be paid to him/her as vacation pay during the following year when he/she may take a vacation not exceeding 4 calendar weeks.*
- (c) *For the 18<sup>th</sup> and up to and including the 21<sup>st</sup> year of service as calculated under the provisions of Article 16.03, 10% of his/her total earnings during the current calendar year, to be paid to him/her at the time of layoff; or if the employee so elects, to be paid to him/her as vacation pay during the following calendar year when he/she may take a vacation not exceeding 5 calendar weeks*
- (d) *For the 22<sup>nd</sup> and subsequent years of service, as calculated under the provisions of Article 16.03, 12% of his/her total earnings during the current calendar year, to be paid to him/her at the time of layoff; or if the employee so elects, to be paid to him/her as vacation pay during the following calendar year when he/she may take a vacation not exceeding 6 calendar weeks.*

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

**16.10** **Employees on Long Term Disability / W.C.B.**

*Employees will not accrue vacation entitlement while on Long Term Disability or while on Workers' Compensation exceeding 26 weeks.*

**16.11** **Part-Time or Relief Employees**

*The provisions of Article 16.02, 16.04, 16.05, 16.06 and 16.07 shall not apply to part-time or relief employees referred to in Schedule "B" of this Agreement. Vacation entitlement for such employees shall be in the amounts specified in Article 16.08 (a), (b), (c), or (d), as applicable, to be paid at the end of the calendar year or at time of termination, whichever first occurs.*

**16.12** *An employee to whom Article 16.11 applies, who becomes a regular full-time employee shall not be entitled to a paid vacation during the calendar year following that for which he/she was paid vacation entitlement under the provisions of Article 16.11*

**16.13** **Scheduling of Vacations**

*Vacations shall be granted at such times 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.*

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

**16.15 Termination of Employment**

*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 14 calendar days notice of termination, the basis of calculation shall be 6% of his/her total earnings if he/she has over 1 year service, 8% of his/her total earnings if he/she has over 9 years service, 10% of his/her total earnings if he/she has over 17 years service, and 12% of his/her total earnings if he/she has over 21 years service, as calculated under the provisions of Article 16.03.*

**ARTICLE 17: HEALTH LEAVE**

**17.01 Health Leave Defined**

*Health leave is a period of time that an employee is permitted to be absent from work due to illness, compassionate leave (Article 25.11) and various health related absences including medical, dental, paramedical and counseling appointments. Health related medical appointments are generally expected to be scheduled outside of regular working hours. Where this is not possible, they are to be scheduled so as to minimize any disruption of the work day.*

**17.02 Health Leave Bank**

*Employees shall accrue health leave at a rate of 1/3 “day” per month to a maximum of 9 “days”. A “day” shall mean the average number of hours in an employee’s work day based on the average number of hours in the employee’s work week over his/her complete shift schedule cycle.*

*New employees shall be credited with 1 “day” health leave upon qualification for health leave under 17.05 (b). Health leave accrues each biweekly in accordance with the following formula:*

$$\frac{1/3 \text{ “day”} \times 12 \text{ (months)} \times \text{employee’s average hours per work day}}{26.089 \text{ (biweekly pay periods/year)}}$$

*An employee who works a 35 hour work week, or a shift schedule based on an average 35 hour work week (7 hour average work day), shall accrue health leave at a rate of 1.0732 hours each biweekly pay period to a maximum of 63 hours.*

*An employee who works a 40 hour work week, or a shift schedule based on an average 40 hour work week (8 hour average work day), shall accrue health leave at a rate of 1.2266 hours each biweekly pay period to a maximum of 72 hours.*

*An employee who works a 38.5 hour work week, or a shift schedule based on an average 38.5 hour work week (7.7 hour average work day), shall accrue health leave at a rate of 1.1806 hours each biweekly pay period to a maximum of 69.3 hours.*

*An employee who works a 42 hour work week, or a shift schedule based on an average 42 hour work week (8.4 hour average work day), shall accrue health leave at a rate of 1.2879 hours each biweekly pay period to a maximum of 75.6 hours.*

*Health leave shall accrue only while the employee is being paid by the Employer on active payroll. The health leave bank shall not accrue in any biweekly period during which the employee is not paid by the Employer on active payroll, including, but not limited to, any time while on LTD, WCB beyond 26 weeks, layoff or any other unpaid leave, excluding pregnancy and parental leave.*

*An employee may be granted up to a maximum of 3 “days” leave per year, non accumulative, for travel to attend an appointment for personal and specialized medical services that are not available within their community. The employee must apply for the leave, to his/her Supervisor, in writing, with as much notice as possible. The Employer may require the employee to specify the name of the physician or service, time of the appointment and the general nature of the visit.*

### **17.03 Health Leave Pay**

*Pay, for health leave, shall be deducted from the employee’s health leave bank on an equivalent and actual time basis to a maximum of 5 days per health leave claim, subject to the balance in the employee’s health leave bank. An employee must follow any and all requirements of the Employer to qualify for health leave pay.*

*Commencing the 6<sup>th</sup> day of a continuous absence, to a maximum of 26 weeks from the 1<sup>st</sup> day of health leave, an employee who continues to qualify for health leave shall receive 70% of gross regular weekly earnings through a Wage Indemnity Plan. The employee shall pay the premium for the Wage Indemnity Plan. Health and welfare benefits and their premium cost share arrangement will continue during any period of Wage Indemnity.*

*An employee who participates in a Return to Work Program while drawing Wage Indemnity benefits will have his/her Wage Indemnity benefit augmented so as to provide 100% of the employee’s normal net take home pay, subject to normal benefit and statutory deductions.*

### **17.04 Workers’ Compensation**

*Where disability benefits are payable under the Workers’ Compensation Act, the employee shall have his/her Workers’ Compensation Board benefits augmented by the Employer so as to provide 100% of the employee’s normal net take home pay. Such earnings will be subject to normal benefit and statutory deductions. The wage augmentation only will be payable to a maximum of 26 weeks per claim.*

*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 WCB subsequently accepts the employee's claim, the employee's pay shall be recalculated, retroactively, for the period of the claim. In the event that the Workers' Compensation Board rejects a claim, the Employer will immediately forward the claim to the Wage Indemnity Plan.*

*An employee who has received Workers' Compensation in excess of 26 weeks and who participates in a Transitional Return to Work Program may earn vacation credits on a pro-rata basis. Vacation credits may be earned only for that period on the Program immediately coincident with an employee's return to full time active employment. Vacation credits are not earned for any other time worked on the Program where an employee's participation was stopped or suspended for any reason.*

#### **17.05 General Principals**

- (a) Participation in the Wage Indemnity Plan is mandatory.*
- (b) Coverage for health leave, including Wage Indemnity, commences the date of completion of 3 months continuous service or when an employee becomes eligible to have his/her name entered on the seniority list.*
- (c) The OMMLRA is the Policyholder and administrator of the Wage Indemnity Plan.*
- (d) Surplus funds available as a result of positive claims experience under an ASO Wage Indemnity plan will be used for future Wage Indemnity premiums. The Employer will provide the Union with an annual report on the status of the Wage Indemnity account.*

#### **17.06** *In any case where an employee has been absent due to illness or injury for a period of time in excess of 1 month, the employee shall provide his/her Supervisor with notice of intent to return to work as follows:*

- (a) 1 to 6 months leave - 2 days notice;*
- (b) 6 to 18 months leave - 1 week notice;*
- (c) 18 to 36 months leave - 1 months notice.*

*If an employee has been absent due to illness or injury for 12 months, the employee relinquishes the right to his/her position and the Employer can post the position.. If the Employer is satisfied that an employee will be medically fit to return to work after 12, but before 36, months has elapsed from the original date of absence, the employee will be placed in accordance with Article 10.06 or, at the Employers discretion, will be allowed to 'bump'. Notwithstanding the foregoing, if the Employer agrees, based on medical evidence, that an employee will be medically fit to return to work after 12, but before 18, months has elapsed from the original date of absence, the Employer may delay posting for up to the end of that 18 month period.*

## **ARTICLE 18: LEAVE OF ABSENCE**

### **18.01 For Union Business**

*The Employer agrees that where permission has been granted by the Employer to representatives of the Union to leave their employment temporarily with respect to a grievance, they shall suffer no loss of pay for time so spent.*

### **18.02 Union Conventions**

*Leave of absence up to a maximum of 20 days, without pay and without loss of seniority, shall be granted upon request in writing to the Employer, to an employee elected or appointed to represent the Union at Union conventions and a reply in writing will be given within 3 days after such request has been made. One week's notice shall be given to the Employer.*

### **18.03 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 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 Administrator. "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 son-in-law, daughter-in-law, sister-in-law and brother-in-law.*

*A maximum of 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 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/her Supervisor.*

### **18.04 Leave For Union Officers**

*Any employee who is elected or selected for a full or part-time position with the Union, or any body with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence without loss of seniority by the Employer for a period of one (1) year. Such leave shall be renewed each year during his/her term of office. He/she shall retain his/her former position, upon return, if a vacancy exists or any other position if there is a vacancy, and his/her seniority and qualifications permit. In any event he/she shall have the right to exercise his/her seniority among seasonal or non-permanent positions.*

### **18.05 General Leave**

*The Employer may grant leave of absence without pay and without loss of seniority to a maximum of 6 months to any employee requesting such leave for good and sufficient cause, such request to be in writing and submitted to the Employer.*

**18.06**      **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 17, and shall be charged as an occurrence in accordance with Article 17.03.*

**ARTICLE 19:    PAYMENT OF WAGES AND ALLOWANCES**

**19.01**      **Pay Days**

*The Employer shall pay salaries and wages in accordance with Schedule "A" of this Agreement, on a bi-weekly basis. Pay days shall not be later than 3 working days after the "Pay Period". On each pay day each employee shall be provided with an itemized statement of his/her wages*

**19.02**      **Vacation Pay**

*Employees shall receive, upon request, on the last office day preceding commencement of their annual vacation, any cheque which may fall due during the period of their vacation.*

**19.03**      **Pay During Temporary Transfers**

*If an employee substitutes on any job for 4 hours or more in any one day during the absence of another employee, or performs duties of a higher qualification, he/she shall receive the rate for the job, or his/her regular rate, whichever is the greater for the day involved.*

**19.04**      **"On Call" Pay**

*An employee engaged in standby emergency duty on weekends or statutory holidays shall receive 2 hours pay at his/her regular rate of pay for each day so spent, plus rates of pay for hours worked in accordance with the terms of this Agreement.*

**19.05**      **Shift Differential**

*All employees who are required to work hours other than the normal shift hours, where such hours are not overtime hours shall be paid a premium of 50¢ per hour for all hours so worked.*

**19.06**      **Saturday and Sunday Bonus**

*All employees whose normal work week includes work on Saturday and/or Sunday shall receive 35¢ per hour extra pay for each Saturday or Sunday worked. This clause is not applicable to part-time or seasonal employees including all swimming pool employees.*

**19.07**      **Dirty Pay**

(a)      “Dirty Work” shall mean:

- |        |   |                     |
|--------|---|---------------------|
| ( i)   | <i>Asphalt Distributor Driver</i>   | <i>25¢ per hour</i> |
| ( ii)  | <i>Asphalt Distributor Operator</i>   | <i>35¢ per hour</i> |
| (iii)  | <i>Street Sweeper Operator</i>  | <i>35¢ per hour</i> |
| (iv)   | <i>Sanitary Landfill Employees</i>  | <i>35¢ per hour</i> |
| ( v)   | <i>Waterworks and Sewer Department<br/>(when working in ditches or<br/>manholes where muddy conditions<br/>or sewage is present)</i>  | <i>35¢ per hour</i> |
| ( vi)  | <i>Road Patching and Crack Sealing Employees</i>  | <i>35¢ per hour</i> |
| ( vii) | <i>Any other work where, in<br/>the opinion of the Employer,<br/>a premium for dirty work<br/>should be paid</i>  | <i>35¢ per hour</i> |
| (viii) | <i>Cemetery Employees (when these employees<br/>are required to re-inter an exhumed body<br/>they shall be paid a premium of \$50 per<br/>employee for such work to a maximum of<br/>two employees)</i> |                     |

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

**ARTICLE 20:    JOB RECLASSIFICATION**

**20.01**      *When any position not covered by Schedule “A” is established during the life of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree as to the classification and/or rate of pay of the job in question, such dispute should be submitted to a Board of Arbitration and the majority report of the Board shall be final. The new rate shall become effective and retroactive to the time the position was first filled by an employee.*

**ARTICLE 21:    WELFARE BENEFITS**

**21.01**      **Medical Services**

(a)      *The Employer agrees to pay the full monthly premium of the MSP or other recognized medical plan.*

(b)      **Eligibility for Coverage**

*Except in the case of an employee who is already covered by MSP or other recognized medical plan at the time he/she enters the employ of the Employer, employees shall not be eligible to participate in MSP or other recognized medical*

*plan until they have acquired seniority. If, at the time of employment, an employee is eligible to transfer his/her membership in MSP or other recognized medical plan to the plan sponsored by the Employer, he/she may participate in such plan from the date of his/her employment.*

**21.02 Extended Health Benefit**

*Each eligible employee shall be enrolled in the Extended Health Plan at no cost to the employee.*

**21.03 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.*

**21.04 Dental Plan**

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

- (a) Basic Dental Services (Plan "A") – Plan pays 100% of approved schedule of fees.*
- (b) Prosthetics, Crowns and Bridges (Plan "B") – Plan pays 50% of approved schedule of 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.*

**21.05 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 3 months continuous service, or when an employee becomes eligible to have his/her name entered on the seniority list.*
- (c) Dental coverage commences on the date of completion of 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 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 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 1 year provided the full cost of premiums are paid to the Employer.*

- (f) *Eligible employees will be entitled to a Wellness Payment, paid to the employee on a bi-weekly basis.*
- (g) *The Employer agrees to meet with the Union to discuss any changes in benefit policies prior to implementation.*

## **ARTICLE 22: GENERAL CONDITIONS**

### **22.01 Strike on Employer's Premises**

*In the event any other employees of the Employer engage in a strike or refusal to work, and place or maintain pickets at the Employer's premises, then any refusal to work or failure to cross such picket line by members of this Union shall not be considered a violation of this agreement. In consideration of the provisions of this section, the Union agrees to man those essential services which are necessary to protect the health of the citizens, namely water, sewer, interment and to permit the garbage land fill operator to work during a strike.*

### **22.02 Bulletin Boards**

*The Employer shall provide suitable bulletin boards in the shop and Town Office upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.*

### **22.03 Instructional Courses**

*The Employer agrees to pay the full cost of any course of instruction, required by the Employer for any employee to better qualify the employee to perform his/her job. Such payment shall be made upon successful completion of the course.*

### **22.04 Clothing Allowance**

*In addition to clothing presently supplied, the Employer agrees to supply coveralls and gloves where required, and suitable footwear to employees who work in asphalt, sewers and mud. Personal lockers shall be made available to permanent employees.*

### **22.05 Grant Workers**

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

### **22.06 Safety Committee**

*A Safety Committee shall be set up as required by the provisions of the Workers' Compensation Board. The Employer and the Union shall each appoint 2 members of this Committee. Meetings shall be held once each month during working hours.*

**22.07**      **Part Time Payment in Lieu of Fringe Benefits**

*All employees who are presently employed as part time employees shall be paid 14% in lieu of all vacation and fringe benefits.*

**22.08**      **Third Party Liability**

*In any case where an employee is paid by the Employer during any absence due to illness or injury, and the employee receives compensation from a third party (e.g. ICBC) for an accidental bodily injury or illness, there shall be no “double dipping”. Employees shall repay the employer the total amount of compensation they did, or will in future, receive from the Employer for the period(s) of disability resulting from the above-noted accident or illness in the event that they receive any compensation from a third party, (e.g. ICBC) for the same period(s). This reimbursement to the Employer shall equal the amount of any and all wages, benefits and any other monies paid, to employee, by the Employer.*

*Employees who pay premiums for a personal, private wage-loss-only insurance plan shall not be required to reimburse the employer for any compensation he/she receives from his/her private insurance carrier.*

**ARTICLE 23: TECHNOLOGICAL CHANGE**

**23.01**      *During the term of this Agreement, any disputes arising in relation to adjustment to technological change shall be discussed between the bargaining representative of the two parties to this Collective Agreement.*

**23.02**      *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 11 of this Collective Agreement, bypassing all other steps in the grievance procedure.*

**23.03**      *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 changes 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 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/her displacement as the Arbitration Board considers reasonable;*

**23.04** *The Employer will give to the Union in writing at least 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 24: GENERAL**

### **24.01 Pregnancy Leave**

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

- (f) *A request for a shorter period under (b) above must be given in writing to the Employer at least 1 week before the date the employee proposes to return to work and, if required by the Employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.*

#### **24.02 Parental Leave**

- (a) *An employee who requests parental leave is entitled to:*
- (i) *for a birth mother who takes leave under Article 24.01, in relation to the birth of the child or children with respect to who the parental leave is to be taken, up to 35 consecutive weeks of unpaid leave, beginning immediately after the end of the leave unless the Employer and employee agree otherwise.*
  - (ii) *for a birth mother who does not take leave under Article 24.01 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event,*
  - (iii) *for a birth father, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event, and*
  - (iv) *for an adopting parent, up to 37 consecutive weeks beginning within 52 weeks after the child is placed with the parent.*
- (b) *If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to 5 additional weeks of unpaid leave, beginning immediately after the end of the leave taken under (a) above.*
- (c) *A request for leave must:*
- (i) *be given in writing to the employer,*
  - (ii) *if the request is for leave under (a) above be given to the employer at least 4 weeks before the employee proposes to begin leave, and*
  - (iii) *if required by the employer, be accompanied by a medical practitioner's certificate or evidence of the employee's entitlement to leave.*
- (d) *An employee's combined entitlement to leave is limited to 52 weeks plus any additional leave the employee is entitled to under Article 24.01 (c) and Article 24.02 (b).*

#### **24.03 Employer May Require Pregnancy Leave**

*An employer may require an employee to commence a leave of absence under Article 24.01 if the employee cannot reasonably perform her duties because of the pregnancy and to continue the leave until she provides a certificate from a medical practitioner stating that she is able to perform her duties.*

**24.04**      **Duties of the Employer**

- (a)      *The Employer must not, because of an employee's pregnancy or parental leave, terminate employment or change a condition of employment without the employee's written consent.*
- (b)      *As soon as the leave ends, the Employer must place the employee in the position, or a comparable position, the employee held before taking pregnancy or parental leave.*

**24.05**      **Employment Deemed Continuous**

- (a)      *The service of an employee who is on pregnancy or parental leave is deemed continuous for the purpose of calculating annual vacation entitlement and any pension, medical or other plan beneficial to the employee*
- (b)      *The Employer must continue to make payments to these plans if the Employer pays the total cost of the plan or if the employee chooses to continue to pay his/her share of a jointly paid plan.*
- (c)      *The employee is entitled to all increases in wages and benefits he/she would have been entitled to had pregnancy or parental leave not been taken.*
- (d)      *Article 25.08 (a) does not apply if the employee, without the Employer's consent, takes a longer leave than is allowed under Article 24.01 or 24.02.*

**24.06**      **Job Related Liability Protection**

*Any regular employee, coming within the scope of the Canadian Union of Public Employees, Local No. 608, Princeton, will be granted the services of a Town solicitor without charge for the purpose of representing him/her, who as a result of any matter arising out of or in the course of his/her normal work duties and/or assignments, is personally involved in a legal or court action.*

**ARTICLE 25: SUPERANNUATION**

**25.01**      **Pension Plan**

*An employee who has completed his/her probationary period and meets the terms of the **Public Sector Pension Plans Act** shall participate in the plan in accordance with the terms of the plan.*

**25.02**      *The **Public Sector Pension Plans Act** applies to the Employer and its employees. The Employer, in addition to its own contributions on his/her behalf, shall deduct from the wages or salary of each employee, as a condition of his/her continued employment, the contribution required of him/her under the provisions of the **Public Sector Pension Plans Act**.*

**25.03 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 26: TERM OF AGREEMENT**

**26.01** *This Agreement shall take effect from January 1, 2002, and shall remain in effect until December 31, 2005, and thereafter from year to year unless either party to this Agreement gives notice to commence collective bargaining in accordance with the provisions of the Labour Relations Code. During the period of negotiations, this Agreement shall continue in full force and effect.*

**26.02** *The parties to this Agreement hereby exclude the operation of Subsection (2) of Section 66 of the Labour Relations Code.*

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

**ON BEHALF OF:**

**Canadian Union of Public Employees,  
Local No. 608**

\_\_\_\_\_  
*President*

\_\_\_\_\_  
*Unit Chairperson*

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

**ON BEHALF OF:**

**Okanagan Mainline Municipal  
Labour Relations Association**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SCHEDULE "A"**  
**TOWN OF PRINCETON**  
**2002-2003-2004-2005**

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

<b>INSIDE (BI-WEEKLY) CLASSIFICATIONS</b>	<b>Steps</b>	<b>Jan 1 <u>2002</u></b>	<b>Jul 1 <u>2002</u></b>	<b>Jan 1 <u>2003</u></b>	<b>Jan 1 <u>2004</u></b>	<b>Jan 1 <u>2005</u></b>	<b>Oct 1 <u>2005</u></b>
<i>Clerk Typist</i>	1	1095.23	1100.70	1122.72	1145.17	1168.07	1173.91
	2	1161.74	1167.55	1190.90	1214.72	1239.01	1245.21
	3	1219.83	1225.93	1250.45	1275.45	1300.96	1307.47
<i>Tax Clerk Cashier</i>	1	1225.82	1231.94	1256.58	1281.72	1307.35	1313.89
	2	1292.31	1298.77	1324.75	1351.24	1378.27	1385.16
	3	1370.79	1377.64	1405.19	1433.30	1461.96	1469.27
<i>Accounting Clerk</i>	1	1260.58	1266.88	1292.22	1318.06	1344.42	1351.15
	2	1329.95	1336.60	1363.33	1390.60	1418.41	1425.50
	3	1411.86	1418.92	1447.30	1476.25	1505.77	1513.30

**SCHEDULE "A"**  
**TOWN OF PRINCETON**  
**2002-2003-2004-2005**

<b>OUTSIDE (HOURLY) CLASSIFICATIONS</b>	<b>Jan 1 2002</b>	<b>Jul 1 2002</b>	<b>Jan 1 2003</b>	<b>Jan 1 2004</b>	<b>Jan 1 2005</b>	<b>Oct 1 2005</b>
Labourer	18.56	18.66	19.03	19.41	19.80	19.90
Labourer II	19.11	19.21	19.59	19.99	20.39	20.49
Park & Cemetery Attendant	19.11	19.21	19.59	19.99	20.39	20.49
Truck Driver/Park Attendant	19.36	19.46	19.85	20.24	20.65	20.75
Utility Operator	20.69	20.79	21.20	21.63	22.06	22.17
Grader Operator/Utilityman	21.80	21.91	22.34	22.79	23.25	23.36
Sub-Foreman	22.33	22.44	22.89	23.35	23.81	23.93

**With Trade Premium Included - See (\*\*} Below**

** Mechanic Welder	23.00	23.11	23.54	23.99	24.45	24.56
** Sub-Foreman	23.53	23.64	24.09	24.55	25.01	25.13

*\*\* 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 trades position as shown hereafter will receive \$1.20 per hour. Eligible tradesmen are Sub-Foreman Garage, Automotive Mechanic/Welder, Painter II, Mechanic-Welder, Carpenter II, and Automotive-Mechanic.*

**Lead Hand**

*An employee appointed as a Lead Hand shall be paid 25 cents per hour over and above his regular rate while acting as Lead Hand. A Lead Hand premium of 35 cents per hour will be established for those employees supervising 3 or more part-time employees.*

**SCHEDULE "B"**

**TOWN OF PRINCETON**

**EXCEPTIONS TO NORMAL WORK DAY AND NORMAL WORK WEEK**

**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 Employer cannot agree to the above, the matter of shift schedules and shift premium in accordance with Article 19.05, shall be referred within 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 13) 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 Town 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. Utility Operator**

*The normal work week for 1 Utility Operator shall be 5 days at 8 hours per day from Thursday to Monday inclusive. This classification will continue to enjoy the 35¢ per hour premium for Saturday and Sunday work.*

**LETTER OF UNDERSTANDING #1.00**

**LETTER OF INTENT**

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

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

*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: negotiations whereby both parties are scheduled by agreement or otherwise to meet with each other on a date or dates agreed to between the parties for the purposes of the renewal of a Collective Agreement.*

*Town of Princeton (1)*

*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. S. McEwen"*

\_\_\_\_\_  
*"Wilfred Muller"*

\_\_\_\_\_  
*"R. J. Moffat"*

*Original: June 4, 1981  
Renewed: June 1, 1999  
Renewed: July 26, 2002*

**LETTER OF UNDERSTANDING #2.00**

BETWEEN the CANADIAN UNION OF PUBLIC EMPLOYEES on behalf of the following Locals: 338, 363, 608, 1136, 1908 AND the OKANAGAN MAINLINE MUNICIPAL LABOUR RELATIONS ASSOCIATION on behalf of Kelowna, Revelstoke, Penticton, Summerland, Salmon Arm, Princeton.

**EMPLOYER OBLIGATIONS TO EMPLOYEES**

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

1. In the event the Employer wishes to examine the feasibility of contracting out work currently being done by bargaining unit employees then the following process will apply:
  - (a) The Employer will provide the Union with an estimate of the cost of doing the work "in house".
  - (b) The Union may then provide the Employer with any suggestions on productivity improvements, cost or efficiency savings. In the event that the Union wishes to respond it will do so within 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 2 above, shall have the option of receiving severance pay at a rate of 1 week's pay for each year of seniority to a maximum of 10 weeks upon severing his/her employee/employer relationship. The employee shall have up to 3 months from the date of displacement to exercise his/her option. Severance pay will be paid at the rate of the job the employee was displaced from.

**ON BEHALF OF:**

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

**The UNION**

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

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

Original: November 28, 1986  
Revised (List Revised): October 26, 1988  
Renewed (List Revised): June 1, 1999  
Renewed (List Revised): July 26, 2002

**TOWN OF PRINCETON**

*COYNE, Robert  
GIBSON, Ken  
HAYES, Patrick  
LIBERATORE, Lenard  
RYKERS, Henry  
SILOVICH, Kenneth*

**LETTER OF UNDERSTANDING #3.00**

**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 off work 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 4<sup>th</sup> 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 15<sup>th</sup> 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 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.

**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 and 1908**

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

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

Original: August 28, 1992  
Renewed: June 1, 1999  
Renewed: July 26, 2002

**LETTER OF UNDERSTANDING #4.00**

**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 become 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.*

**ON BEHALF OF THE OMMLRA**

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

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

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

\_\_\_\_\_  
"G. English"

\_\_\_\_\_  
"Al C. Laface"

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

*Original: October 26, 1988*

*Renewed: June 1, 1999*

*Renewed: July 26, 2002*

**LETTER OF UNDERSTANDING #5.00**

**BETWEEN: OKANAGAN MAINLINE MUNICIPAL LABOUR RELATIONS ASSOCIATION,  
ON BEHALF OF THE TOWN OF PRINCETON**

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

**RE: TIME OFF IN LIEU OF WORKING STATUTORY HOLIDAYS**

*As a result of discussions during collective bargaining between the OMMLRA, on behalf of the Town of Princeton, and CUPE Local 608, provision for the above will be made, on a trial basis, for a period to coincide with the term of the 1978 Collective Agreement.*

*Any full time permanent employee who is required to work on a Statutory Holiday may, upon mutual consent between the Employer and the employee, receive equivalent time off in addition to double the regular rate of pay for all time worked.*

*It is also agreed that either party may terminate this arrangement upon the expiration of the 1978 Collective Agreement.*

**ON BEHALF OF:**

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

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

\_\_\_\_\_  
*"S. A. Tzogoëff"*

*Original: June 9, 1978  
Renewed: June 1, 1999  
Renewed: July 26, 2002*

**LETTER OF UNDERSTANDING #6.00**

**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.*

**ON BEHALF OF THE OMMLRA**

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

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

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

\_\_\_\_\_  
"G. English"

\_\_\_\_\_  
"Al C. Laface"

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

*Original: October 26, 1988*

*Renewed: June 1, 1999*

*Renewed: July 26, 2002*