

***2002 - 2005 COLLECTIVE AGREEMENT***

***BETWEEN***

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

***on behalf of the City of Revelstoke***

***-AND-***

***CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 363***

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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 City of Revelstoke*

**PARTY OF THE FIRST PART**

**AND:** **THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 363,**  
*(hereinafter called the "Union"), being an organization of employees of the City,  
Chartered by the Canadian Union of Public Employees and Affiliated with the  
Canadian Labour Congress*

**PARTY OF THE SECOND PART**

**WHEREAS** *it is the intent and purpose of the parties hereto that this agreement will promote and improve industrial and economic relationships between the City of Revelstoke (hereinafter called the "Employer") and the Union, and to set forth herein the basic agreement of covering rates of pay, hours of work, and conditions of employment to be observed between the parties hereto:*

**NOW THEREFORE,** *in consideration of the mutual covenants and agreements herein set forth, the parties hereto agree as follows:*

**ARTICLE 1: BARGAINING AGENCY**

**1.01** *The Employer or anyone authorized to act on its behalf recognizes the Canadian Union of Public Employees, Local No. 363 as the sole collective bargaining agency for its employees classified and covered by this agreement and hereby consents and agrees to negotiate with the Union or any authorized committee thereof, in any and all matters affecting the relationship between the parties to this agreement, looking forward to a peaceful and amicable settlement of any differences that may arise between them.*

**1.02** **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.*

**ARTICLE 2: MANAGEMENT RIGHTS**

**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 in the exclusive function of management.*

**ARTICLE 3: UNION SECURITY**

**3.01** **All Employees to be Members**

*All employees of the Employer covered by this Agreement, as a condition of continuing employment, shall become and remain members in good standing of the Union. All future employees of the Employer shall, as a condition of continual employment, become and remain members in good standing in the Union within 30 days of employment with the Employer.*

**3.02** **Checkoff of Union Dues**

*At the time of employment the Employer shall require an employee to sign a checkoff form authorizing the Employer to deduct from his/her 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.*

**3.03** *Deductions shall be made from the payroll on a biweekly basis for all employees, and shall be forwarded to the Secretary-Treasurer of the Union after each second pay period, accompanied by a list of the names of all employees from whose wages the deductions have been made.*

**ARTICLE 4: THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES**

**4.01** **New Employees**

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

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

**ARTICLE 5: NO DISCRIMINATION**

- 5.01 *The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee in the matter of wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge, or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, nor by reason of his/her membership or activity in the Union.*
- 5.02 *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 10.05.*
- 5.03 *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.*

**ARTICLE 6: LABOUR MANAGEMENT RELATIONS**

6.01 **Representation**

*No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer 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. Similarly, the Employer 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.*

6.02 **Bargaining Committee**

*A Bargaining Committee shall be appointed and consist of not more than three (3) members of the Employer, as appointees of the Employer, and not more than three (3) members of the Union, as appointees of the Union. The Union will advise the Employer of the Union nominees to the Committee.*

6.03 **Function of Bargaining Committee**

*All matters of mutual concern pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, and other working conditions, etc., shall be referred to the Bargaining Committee for discussion and settlement.*

6.04 **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.*

**6.05**      **Meeting of 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. However, such meeting must be held not later than 6 calendar days after the request has been given.*

**6.06**      **Time Off for Meetings**

*Any representative of the Union on the Bargaining Committee, who is in the employ of the Employer, shall have the privilege of attending Committee meetings held within working hours without loss of remuneration, and not to affect operation of Employer.*

**ARTICLE 7: SENIORITY**

**7.01**      **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.*

**7.02**      **Probationary Employees**

*Newly hired employees shall be on a probationary basis for a period of 60 worked days from the date of hiring. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. The employment of such employees may be terminated at any time during the probationary period without recourse to the Grievance Procedure, provided however, that such termination shall not be discriminatory. After completion of the probationary period, seniority shall be effective from the original date of employment.*

**7.03**      **Seniority During Absence**

*If an employee is absent from work because of sickness, accident, layoffs, or leave of absence approved by the Employer, he/she shall not lose seniority rights.*

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

- i. He/she is discharged for just cause and is not reinstated.*
- ii. He/she resigns.*
- iii. He/she is absent from work in excess of 5 working days without notifying the Employer unless such notice was not reasonably possible.*

- iv. *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.*
- v. *He/she is laid off for a period longer than 1 year.*
- vi. *He/she is absent from work because of sickness or accident for a period of 36 months.*

## **ARTICLE 8: LAYOFFS AND REHIRINGS**

### **8.01 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. Employees shall be recalled in the order of their seniority, provided they are qualified to do the work.*

### **8.02 Notice of Layoff**

*The Employer shall notify employees with one or more years of seniority who are to be laid off, in writing 1 week before layoff is to be effective. If the employee laid off has not had the opportunity to work the 1 week after notice of layoff, he/she shall, nevertheless, be paid for 1 week from the date of the layoff notice.*

## **ARTICLE 9: PROMOTIONS AND STAFF CHANGES**

### **9.01 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.*

### **9.02 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.*

### 9.03

#### **Method of Making Appointments**

- a) *Both parties recognize that job opportunity should increase in proportion to length of service. Therefore, in making staff changes, appointment shall be made of the applicant senior in the service, and having the required qualifications. The successful applicant shall be placed on probation for a period of 1 month. Conditional on satisfactory service, such trial promotion shall become permanent after the period of 1 month. 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 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 or salary.*
- b) *Should an employee be absent from the work place, on an approved leave of absence, when a temporary job opportunity of 2 months or greater duration is posted, and an employee has advised her/his supervisor, in writing, prior to going on leave, that he/she intends to apply for said posting, the employee's application will be deemed to have been received by the Employer. If the employee is the successful applicant, he/she must return from leave of absence to commence work in the position within 10 days of the closing of the posing.*
- c) *Normal appointments shall be made not later than 10 days after the closing date of the posting and the successful applicant will be appointed to the job within those 10 days.*

*Where an existing employee is promoted into a new position and where the Employer require his/her former position to be filled, the employee shall remain in his/her former position until a successful applicant is appointed to fill the former position. The Employer must post the former position immediately upon appointing the former incumbent to his/her new position. Upon appointment of his/her successor to the former position, in accordance with the terms of Article 9, the former incumbent shall immediately be appointed to his/her new position.*

- d) *The time limits indicated in 9.03 (a), (b) and (c) can be extended by mutual agreement of the parties.*

### 9.04

#### **Temporary Placement**

*When any employee applies for and receives a temporary posting which takes him,/her out of his/her regular department, upon returning to his/her regular department, following the expiration of his/her temporary posting, he/she shall be placed in an available position consistent with his/her seniority and qualifications. Nevertheless, such employee must, if no other available position exists at the time of his/her return, be placed in the Labourer II position.*

### 9.05

#### **Temporary Job Opportunities**

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

**9.06**      **Placement of Disabled Employees**

*Subject to Article 7.03 (vi) and Article 18.06, 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.*

**ARTICLE 10: EMPLOYEE CATEGORIES**

**10.01**      **Relief Employee**

**“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. “Extra workload” shall mean a specific project with a definite end date that has been identified, up front, by the requesting department.*

*None of the provisions of this Agreement, other than wage rates, Unions dues deductions, 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 1,500 hours in the preceding 12 months. The seniority date shall be the first day of the first month of the qualifying 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.*

*If the position, for which the relief employee was hired, becomes vacant, it shall be posted in accordance with Article 9 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 noted above, shall continue to be considered a part time employee.*

**10.02**      **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 11: GRIEVANCE PROCEDURE**

- 11.01** *In order to provide an orderly procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint, or otherwise select, a Grievance Committee of Stewards, whose duties shall be to assist any employee working in the respective department or groups of departments which the Steward represents, in preparing and in presenting his/her grievance in accordance with the Grievance Procedure. It is understood that not more than one Steward will deal with any one grievance up to Step 2.*
- 11.02** *The Union shall notify the Employer in writing of the name of each Steward and the department(s) he/she represents and the Chief Steward before the Employer shall be required to recognize him/her.*
- 11.03** *The Stewards so selected shall constitute the Grievance Committee as long as they remain employees or until their successors are chosen.*
- 11.04** *In order that the work of the Employer shall not be unreasonably interrupted, no Steward shall leave his/her work without obtaining the permission of his/her supervisor; such permission shall be given within the shift.*
- 11.05** *Should a dispute arise between the Employer and any employee(s) or the Union 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** - *If a satisfactory settlement is not reached within 3 working days after a grievance was first discussed under Step 1, the grievance shall be submitted, in writing, to the aggrieved employees immediate Supervisor, with a copy to the City Administrator.*

*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 immediate Supervisor, the Superintendent of the affected Department, the immediate Supervisor of the affected Department and the City Administrator.*

*At the grievance meeting held between the Parties, both Parties shall be 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.*

- 11.06** *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.*
- 11.07** *Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Steps 1 and 2 of this Article may be bypassed.*
- 11.08** *Replies to grievances shall be in writing at all stages.*
- 11.09** *Grievances settled satisfactorily within the time allowed shall date from the time that the grievance was filed.*
- 11.10** *The Employer shall supply the necessary facilities for the grievance meetings.*

## **ARTICLE 12: ARBITRATION**

### **12.01 Composition of Board Arbitration**

*When either party requests that a grievance be submitted to arbitration, the request shall be made in writing addressed to the other party of the agreement. Within 5 days thereafter, each party shall name an arbitrator to an Arbitration Board and notify the other party of the name and address of its appointee.*

*If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairman within 5 days, the appointment shall be made by the Minister of Labour upon the request of either party.*

### **12.02 Who May Be An Arbitrator**

*No person shall be selected as a member of an Arbitration Board who:*

- a) is acting, or has within a period of 6 months preceding the date of his/her appointment acted in the capacity of solicitor, legal advisor, counsel, or paid agent of either of the parties;*
- b) has any pecuniary interest in the matters referred to the Board.*

### **12.03 Board Procedure**

*The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations to it. The Board shall commence its proceedings within 48 hours after the Chairman is appointed. It shall hear and determine the difference or allegation and render a decision within 10 days from the time the Chairman is appointed. The decision of a majority shall be the decision of the Board.*

### **12.04 Decisions of the Board**

*The decision of the Board of Arbitration shall be final and binding on all parties, but in no event shall the Board of Arbitration have the power to alter, modify, or amend this Agreement in any respect.*

### **12.05 Expenses of the Board**

*Each party shall pay:*

- a) The fees and expenses of the arbitrator it appoints.*
- b) One-half the fees and expenses of the Chairman.*

### **12.06 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 written mutual agreement of the parties.*

**12.07**      **Witnesses**

*At any stage of the grievance or arbitration 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 or the arbitrator(s) 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.*

**12.08**      **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 13:    DISCHARGE AND SUSPENSION**

**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/her work up to a required standard by a given date, the Employer shall within 5 days thereafter give written particulars of such censure to the Secretary of the Union.*

**13.02**      **Discharge Procedure**

*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.*

**13.03**      **Crossing of Picket Lines**

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

**13.04**      **Unjust Suspension or Discharge**

*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, 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 a Board of Arbitration, if the matter is referred to such a Board.*

**13.05**      *The Employer agrees that all employees will have access to their personnel file and may review same in the presence of the Administrator. To obtain access to his/her personnel file the said employee will forward the appropriate request in writing to the Administrator, 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: HOURS OF WORK**

**14.01 (a) Hours (Outside) Employees**

*Except as hereinafter provided, the normal work week shall be 40 hours, Monday to Friday inclusive, between the hours of 6:00 a.m. and 5:00 p.m. Employees shall be entitled to a 20 minute paid lunch break, which under normal circumstances, will occur at the job site where the employee is carrying out his/her duties.*

**(b) Hours (Office Employees)**

*Hours of work for office employees shall be 35 hours per week, 7:00 a.m. to 5:00 p.m., Monday to Friday, with 1 hour off for lunch.*

**14.02 Working Schedule**

*Notwithstanding the provisions of Article 14.01 (a) and (b), the Employer and the Union may vary the start-quit times within the existing hours of work.*

**14.03 Shifts May Be Changed**

*By mutual agreement, shifts may be changed to commence at 7:00 a.m. for the purpose of conserving daylight. It is agreed prior to the Union agreeing to such change in starting time a ballot shall be taken among those employees affected under the supervision of an Employer representative and a person designated by the Union.*

**14.04 Rest Periods**

*All employees shall be permitted two 15 minute rest periods, one in each half of the work day.*

**14.05 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 an employee reporting to work but is sent home before commencing work, he/she shall be paid for 2 hours at his/her regular rate.*

**14.06 Shift Premium**

*Premium for shift work other than regular shifts shall be \$.50 per hour.*

## **ARTICLE 15: OVERTIME**

### **15.01 Overtime on Normal Working Days**

*All hours worked in excess of the normal hours of work shall be paid at the rate of 1 ½ the regular rate of pay for the first 2 hours and double time thereafter. Planned overtime will be offered to the senior person in the classification required to do the work. “Planned overtime” is project work or special events that are planned and scheduled well in advance (e.g. coverage on July 1 for a grounds maintenance person to open and clean up washrooms, etc.). Unforeseen events are not planned overtime.*

### **15.02 Minimum Call-Back Time**

- a) *In the event of an employee being called out on emergency work during hours other than his/her regular working hours, he/she shall be entitled to a minimum of 2 hours at double time.*
- b) *Except for snow removal as defined in Letter of Understanding #11, when the Employer calls out an employee(s), the Employer must first call the senior employee in that classification, which is required to perform the work. Should more than one employee be required to perform the work, the Employer must call out employees in order of seniority, within the required classification(s).*
- c) *Should the Employer require more than the available numbers of employees in a classification, then the Employer must call employees who are in the same classification group first (e.g. operators) and then the next qualified employee in the Department and so on, in order of seniority.*

### **15.03 Standby**

*An employee who is required to be on standby at a time or times other than his/her regular working hours, shall be paid a premium for each day he/she is on standby as follows:*

- a) *2 hours’ pay at his/her regular rate of pay for each normal work day on which the employee was on standby and also worked his/her regular 8 hour shift.*
- b) *3 hours’ pay at his/her regular rate of pay for each day of rest or statutory holiday on which the employee was on standby.*

**15.04** *The provisions of Article 15.02 shall not apply to an employee who is on standby and who is called out for work. Such employee shall, however, be paid for all time worked outside the scheduled hours constituting his/her normal work day at the applicable overtime rate, with a minimum guarantee of 2 hours’ work or 2 hours’ pay. This guarantee shall not apply when the call-out extends into the employee’s normal working hours.*

### **15.05 Days Off and Statutory Holidays**

*Work done on an employee’s regular days off and statutory holidays shall be paid for at double time rates.*

**15.06**      **Overtime Meal Allowance**

*The Employer agrees to provide employees with a meal ticket which will entitle the employee to one prearranged dinner at a designated hotel or restaurant in Revelstoke. Each employee shall be entitled to receive one ticket after working 10 hours and shall be permitted time off, without pay, in which to use it. The meal shall be a full course dinner.*

**15.07**      **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 16:      TRANSFER AND NEW CLASSIFICATION RATES**

**16.01**      **Higher Paid Classification**

*In the event of an employee being temporarily moved to a higher paid classification, the employee shall receive the higher rate provided for in such classification; such higher rate to be paid for the duration of such temporary transfer only. Outside employees who are required to operate equipment in a higher paid classification for more than 2 hours per day will be compensated at the higher rate for all hours worked in the higher paid classification during the shift.*

**16.02**      **Lower Paid Classification**

*In the event an employee is required to transfer temporarily to a lower classification, such employee shall suffer no reduction in wages until after 30 working days, because of such transfer.*

**16.03**      **New Classifications**

*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 9.01. Within 30 calendar 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 Employer and the Union, or following a reference to arbitration, shall be retroactive to the date the new classification was instituted by the Employer.*

**16.04**      **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 30 calendar days of the submission of such request, which shall be in writing, 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 Employer and the Union, or following a reference to arbitration, shall be retroactive to the date the Union submitted its request to the Employer.*

**16.05**      **Abandonment**

*If the Union does not request to meet with the Employer to review the classification and rate within 30 calendar days, as provided for in Article 16.03, or if the Union does not refer the difference, if any, to arbitration within 30 calendar days, as provided for in Article 16.04, then the difference if any, shall be deemed to be abandoned and all rights of recourse to arbitration shall be at an end.*

**16.06**      **Extension of Time Limits**

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

**16.07**      **Labourer I to Labourer II**

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

**ARTICLE 17: ANNUAL VACATION AND STATUTORY HOLIDAYS**

**17.01**      **One Year's Service**

*Employees who have not completed 1 year of service and who leave or are separated from employment shall be paid 1¼ days vacation for each complete month of service.*

*Employees who have completed 1 but less than 6 years continuous service shall be entitled to 3 weeks vacation (15 working days) with pay.*

*Employees shall take their vacation in the 12 month period following that in which it was earned.*

**17.02 More Than Five Years Service**

*Employees with more than 5 years service shall receive vacation with pay as follows:*

<i>After 6 years</i>	<i>16 working days</i>
<i>After 7 years</i>	<i>17 working days</i>
<i>After 8 years</i>	<i>18 working days</i>
<i>After 9 years</i>	<i>19 working days</i>
<i>After 10 years</i>	<i>20 working days</i>
<i>After 15 years</i>	<i>25 working days</i>
<i>After 21 years</i>	<i>30 working days</i>

*And 30 working days in each and every year thereafter.*

**17.03 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.*

**17.04 Preference in Vacations**

*Vacations are to be taken at a time approved by the Department Head and seniority will prevail in the choice of vacation periods.*

**17.05 Employees will not accrue vacation entitlement while on layoff. Pro-rated vacations for such employees shall be calculated in accordance with the formula specified as follows:**

*Years*

*Seniority*

<i>1 – 5</i>	<i>1.25 days per number of months worked</i>
<i>6</i>	<i>1.34 days per number of months worked</i>
<i>7</i>	<i>1.42 days per number of months worked</i>
<i>8</i>	<i>1.50 days per number of months worked</i>
<i>9</i>	<i>1.59 days per number of months worked</i>
<i>10</i>	<i>1.67 days per number of months worked</i>
<i>15</i>	<i>2.09 days per number of months worked</i>
<i>21</i>	<i>2.17 days per number of months worked</i>

*After 21 years, pro-rated vacations will be calculated at 2.5 days per number of months worked.*

**17.06 Illness During Vacation**

*Sick leave may be substituted for vacation where it can be established by the employee that an illness or accident occurred while on vacation. Employees may then schedule their remaining vacation by agreement with the Employer.*

**17.07**      **Return from Vacation**

*Should an employee's vacation leave end on a Friday, such employee shall be considered to be available for work on the Saturday and Sunday following. It is the employee's responsibility to personally notify the Supervisor, by noon, on that Friday, that he/she has returned from vacation leave and that he/she is available for work.*

*Should any work become available for which the employee is entitled by virtue of his/her seniority and qualification, he/she shall be offered such work.*

**17.08**      **Statutory Holidays**

*The Employer agrees that all employees shall be entitled to 11 Statutory Holidays with pay, these to be as follows:*

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

*and any general holiday declared by the Council, Provincial or Federal Governments.*

**17.09**      *No employee shall receive holiday pay for a statutory holiday unless he/she has been continuously employed for a period of 30 calendar days immediately preceding the holiday. A layoff not exceeding 5 calendar days shall not be deemed to be a break in service for purpose of this section.*

**17.10**      **Pay For Vacation and Statutory Holidays**

*Payment of wages for vacations and statutory holidays shall be at the employee's current classified rate of pay.*

**17.11**      *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 17.09.*

**ARTICLE 18: HEALTH LEAVE**

**18.01**      **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.*

**18.02**      **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 18.05 (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.*

**18.03**      **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.*

#### **18.04 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.*

#### **18.05 General Principles**

- (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.*

**18.06** *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 9.06 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 19: TIME OFF AND LEAVE OF ABSENCE**

### **19.01 For Union Business**

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

### **19.02 Union Conventions**

*Leave of absence up to a maximum of 20 working days per year per delegate, without pay and without loss of seniority, shall be granted upon request in writing to the Employer, to employees elected or appointed to represent the Union at Union conventions or seminars. A reply in writing will be given within 3 days after such request has been made.*

### **19.03 Leave For Union and Public Duties**

*Any employee who is elected or selected for a full time 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 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.*

**19.04 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 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 City 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.*

**19.05 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.*

**19.06**      **Parental Leave**

- (a) *An employee who requests parental leave is entitled to:*
  - (i) *for a birth mother who takes leave under Article 19.05, 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 19.05 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 19.05 (c) and Article 19.06 (b).*

**19.07**      **Employer May Require Pregnancy Leave**

*An employer may require an employee to commence a leave of absence under Article 19.05 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.*

**19.08**      **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.*

**19.09**      **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 19.08 (a) does not apply if the employee, without the Employer's consent, takes a longer leave than is allowed under Article 19.05 or 19.06.*

**19.10**      **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 leave may be extended by mutual agreements.*

**19.11**      **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 18, and shall be charged as an occurrence in accordance with Article 18.03.*

*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.*

**19.12**      **Benefits and Deductions**

*Employees on leave of absence shall pay the full cost of medical benefits, insurance and union dues.*

**19.13**      **Jury Duty**

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

**ARTICLE 20: GENERAL CLAUSES**

**20.01 Pay Days**

*Employees shall be paid every second Friday. There shall be a five day holdback of wages for hourly paid employees. If the regular pay day falls on a holiday, employees will be paid on the preceding working day.*

**20.02 Vacation Pay**

*An Employee shall be paid for an annual vacation to which he/she is entitled at the monthly or hourly rate for the occupational classification in which he/she is at the time listed or classified by the Employer, it being intended that such monthly or hourly rate shall not be affected by any temporary transfer.*

**20.03 Calculation of Overtime Rates**

*For the purpose of calculating the equivalent hourly rate in computation of overtime or time taken off by an employee paid at a monthly rate of wages, the monthly rate shall be divided by 173 for outside workers and 152 for office employees.*

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

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

**20.04 Dirty Work**

*An employee shall be paid a premium of \$0.35 per hour for actual hours worked on dirty work. 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. Dirty work shall mean:*

- (a) Street sweeper operator – Unit #43.*
- (b) Waterworks and Sewer Department (only when working in ditches or manholes where muddy conditions or sewage is present).*
- (c) Road patching and crack sealing.*
- (d) Trackless sweeper – Unit #41 and Unit #46.*
- (e) Cemetery employees shall be paid a premium of \$50.00 if required to exhume and re-inter a body or to exhume a body.*

**20.05 Special Wearing Apparel**

*All uniforms or articles of special wearing apparel required to be worn by employees while on duty shall be supplied by the Employer free of cost to the employee, it being understood that such apparel shall remain the property of the Employer.*

**20.06**      **Long Service**

*Employees who have given long and faithful service in the employ of the Employer and find difficulty in handling their regular work will be given the preference of such other work as is available, providing they are able to do such other work.*

**20.07**      **Superannuation**

*Participation by employees in any superannuation plan to which the Employer is required to contribute shall be requisite to employment.*

**20.08**      **Retirement Age**

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

**20.09**      **Accommodation**

*Accommodation shall be provided for employees to have their meals and keep and change their clothes.*

**20.10**      **Bulletin Boards**

*The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and 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.*

**20.11**      **Job Related Liability Protection**

*Any regular employee, coming within the scope of the Canadian Union of Public Employees Local No. 363, will be granted the services of a City 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.*

**20.12**      *All future 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.*

**20.13**      **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.*

**20.14**      **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.*

**20.15** *An employee who has been appointed by the employer to act as a Level II First Aid Attendant shall be paid a premium of 25 cents per hour for the whole of each shift on which so employed.*

**20.16** **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 21: HEALTH AND WELFARE COVERAGE**

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

**21.01** **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.*

**21.02** **Medical Services Plan**

*Each eligible employee shall be enrolled in the Medical Service Plan at not cost to the employee.*

**21.03** **Extended Health Benefit**

*Each eligible employee shall be enrolled in the Extended Health Plan at no cost to 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 \$2,000.*
- (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, Short Term Disability, 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: SALARIES AND WAGES**

- 22.01**     *The employer shall pay salaries and wages for the respective positions at the rates set out in Schedule "A" attached hereto and forming part of this Agreement.*

## **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: TERM OF AGREEMENT**

**24.01** This Agreement, unless changed by mutual consent of both parties hereto, shall be in force and effect from and after the first day of January, 2002, and up to and including 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 Labour Relations Code. During the period of collective bargaining, this Agreement shall continue in full force and effect.

**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. 363**

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

\_\_\_\_\_  
*Secretary*

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

**ON BEHALF OF:**

**Okanagan Mainline Municipal  
Labour Relations Association**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SCHEDULE "A"**  
**CITY OF REVELSTOKE**  
**HOURLY SALARY RATES AND CLASSIFICATIONS**  
**INSIDE POSITIONS**  
**2002-2003-2004-2005**

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

<b><u>CLASSIFICATION</u></b>	<b><u>Step</u></b>	<b><u>Jan 1</u></b> <b><u>2002</u></b>	<b><u>Jul 1</u></b> <b><u>2002</u></b>	<b><u>Jan 1</u></b> <b><u>2003</u></b>	<b><u>Jan 1</u></b> <b><u>2004</u></b>	<b><u>Jan 1</u></b> <b><u>2005</u></b>	<b><u>Oct 1</u></b> <b><u>2005</u></b>
<i>Telecoms Operator/RCMP</i>	1	16.69	16.77	17.11	17.45	17.80	17.89
	2	17.67	17.75	18.11	18.47	18.84	18.94
	3	18.50	18.60	18.97	19.35	19.73	19.83
<i>Secretary - Finance Department</i>	1	17.30	17.39	17.73	18.09	18.45	18.54
	2	18.57	18.67	19.04	19.42	19.81	19.91
	3	19.31	19.41	19.79	20.19	20.59	20.70
<i>Accounting Clerk I</i>	1	17.77	17.86	18.21	18.58	18.95	19.04
	2	19.07	19.17	19.55	19.94	20.34	20.44
	3	19.83	19.93	20.33	20.73	21.15	21.25
<i>Accounting Clerk II</i>	1	18.23	18.32	18.68	19.06	19.44	19.54
<i>Administrative Secretary</i>	2	19.57	19.67	20.07	20.47	20.88	20.98
<i>Public Works Secretary</i>	3	20.35	20.45	20.86	21.28	21.70	21.81
<i>Building/By-Law/Planning Clerk</i>							
<i>Community Centre Receptionist (part-time/weekend)</i>		16.69	16.77	17.11	17.45	17.80	17.89
<i>Court Liaison &amp; Exhibit Custodian</i>		21.29	21.39	21.82	22.26	22.70	22.82
<i>Parks &amp; Recreation Programmer</i>		21.38	21.49	21.92	22.35	22.80	22.92
<i>Building Inspector/By-Law Enforcement Officer</i>		27.02	27.15	27.70	28.25	28.82	28.96

**SCHEDULE "A"**  
**CITY OF REVELSTOKE**  
**HOURLY SALARY RATES AND CLASSIFICATIONS**  
**OUTSIDE POSITIONS**  
**2002-2003-2004-2005**

<u><b>CLASSIFICATION</b></u>	<u><b>Jan 1 2002</b></u>	<u><b>Jul 1 2002</b></u>	<u><b>Jan 1 2003</b></u>	<u><b>Jan 1 2004</b></u>	<u><b>Jan 1 2005</b></u>	<u><b>Oct 1 2005</b></u>
<i>Arena Cashier</i>	12.31	12.37	12.62	12.87	13.13	13.20
<i>Lifeguard</i>	13.45	13.52	13.79	14.07	14.35	14.42
<i>Lifeguard Instructor</i>	16.58	16.66	16.99	17.33	17.68	17.77
<i>Labourer I</i>	18.63	18.72	19.09	19.47	19.86	19.96
<i>Labourer II</i>	19.18	19.27	19.66	20.05	20.45	20.55
<i>Equipment Operator I</i>	19.44	19.54	19.93	20.33	20.73	20.84
<i>Arena Facilities Attendant</i>	19.82	19.92	20.69	21.10	21.53	21.63
<i>Cemetery Worker/Truck Driver</i>	19.82	19.92	20.32	20.72	21.14	21.24
<i>Engineering Technician/Draftsman I</i>						
<i>Equipment Operator II</i>						
<i>Gardener Helper</i>						
<i>Grounds Maintenance Man</i>						
<i>Truck Driver (single axle)</i>						

**Schedule "A"**  
**City of Revelstoke**  
**Outside Positions**  
**Page 2**

<b><u>CLASSIFICATION</u></b>	<b><u>Jan 1 2002</u></b>	<b><u>Jul 1 2002</u></b>	<b><u>Jan 1 2003</u></b>	<b><u>Jan 1 2004</u></b>	<b><u>Jan 1 2005</u></b>	<b><u>Oct 1 2005</u></b>
<i>Carpenter I</i>	20.29	20.39	20.80	21.21	21.64	21.75
<i>Signage/Property Maintenance Person</i>						
<i>Equipment Operator III</i>						
<i>Gardener</i>						
<i>Refuse Disposal/Tandem Truck Driver</i>						
<i>Truck Driver (Tandem)</i>						
<i>Equipment Operator IV</i>	20.69	20.79	21.20	21.63	22.06	22.17
<i>Utility Man - Sewer/Water</i>						
<i>Utility Person/Operator</i>						
<i>Equipment Operator V</i>	21.89	22.00	22.44	22.89	23.35	23.46
<i>Equipment Maintenance Man</i>						
<i>Pool Manager</i>	22.40	22.51	22.96	23.42	23.89	24.01
<i>CADD Operator</i>	22.82	22.93	23.39	23.86	24.34	24.46
<i>Information Systems Technician</i>	23.03	23.15	23.61	24.08	24.56	24.69
<i>Parks Foreman</i>	23.51	23.63	24.10	24.58	25.07	25.20
<i>Road Foreman</i>						
<i>Utility Foreman</i>						
<i>Engineering Technician</i>	27.02	27.15	27.70	28.25	28.82	28.96

**Schedule "A"**  
**City of Revelstoke**  
**Outside Positions**  
**Page 3**

<b><u>CLASSIFICATION</u></b>	<b><u>Jan 1</u></b> <b><u>2002</u></b>	<b><u>Jul 1</u></b> <b><u>2002</u></b>	<b><u>Jan 1</u></b> <b><u>2003</u></b>	<b><u>Jan 1</u></b> <b><u>2004</u></b>	<b><u>Jan 1</u></b> <b><u>2005</u></b>	<b><u>Oct 1</u></b> <b><u>2005</u></b>
<b><u>** Trades Premium Not Included</u></b>						
** Carpenter II	21.80	21.91	22.34	22.79	23.25	23.36
** Mechanic	21.89	22.00	22.44	22.89	23.35	23.46
** Electrician						
<b><u>** Trades Premium Included</u></b>						
** Carpenter II	23.00	23.11	23.54	23.99	24.45	24.56
** Mechanic	23.09	23.20	23.64	24.09	24.55	24.66
** Electrician						

*\*\* 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*

**SCHEDULE "A"**

**CITY OF REVELSTOKE**

**OUTSIDE POSITIONS – HOURLY**

*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 (i.e.: 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 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/she will not receive the \$1.20 premium rate.*

**SCHEDULE "A"**

**HOURLY SALARY RATES AND CLASSIFICATIONS**

**OUTSIDE POSITIONS**

- *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.*

*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>John Manson</i>	<i>Carpenter II</i>
<i>Jack Byers</i>	<i>Mechanic</i>

*Dated: June 26, 1981*

*Revised: May 4, 1988*

**SCHEDULE "B"**

**CITY OF REVELSTOKE**

**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 Employer cannot agree to the above, the matter of shift schedules and shift premium in accordance with Article 14, 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 14) 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. Arena (Forum) Employees**

*Arena employees working under this arrangement shall work 8 consecutive hours including lunch. A normal work week for Arena employees shall consist of 5 such shifts within a calendar week.*

### **2. Aquatic Staff**

*None of the provisions of this Agreement, other than wage rates, Union dues deduction, and access to the grievance procedure shall apply to aquatic employees. Aquatic staff shall be entitled to 14% in lieu of all vacation and fringe benefits.*

**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.*

*City of Revelstoke (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 363**

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

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

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

*Original: June 26, 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.*

**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*

**THE CITY OF REVELSTOKE**

*BEAUCHAMP, Carl  
BRAMHILL, Keith  
BRYCK, Donna  
BYERS, John D.  
CHERNENKIFF, Patrica  
DUCHMAN, Heather  
ELLIOTT, Charles  
FIFIELD, John H.  
GALLICANO, Jim  
GRAHAM, Diana  
GRAHAM, Howard  
GREENWOOD, Elaine  
HALL, Gordon  
LUINI, Tim  
MANSON, Donald  
MANSON, John D.  
MELNYK, Robert  
MENDONCA, Frank L.  
OLSSON, John A.  
PURSE, Charles  
SCOTT, Karen  
SURACI, Paul  
TEDESCO, Antonio  
TISDALE, Ronald M.  
WILLIAMS, Debra  
WOOD, Susan*

**LETTER OF UNDERSTANDING #3.00**

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

**AND: 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 & 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 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.*

**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: THE OKANAGAN MAINLINE MUNICIPAL LABOUR RELATIONS ASSOCIATION ON BEHALF OF THE CITY OF REVELSTOKE**

**AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 363**

**RE: “UNDER FILL” RATES – SNOW REMOVAL**

*The parties recognize the City’s desire to have a sufficient number of employees on duty who are qualified to perform snow removal duties.*

*The Union acknowledges the City’s desire to have employees fully qualified as Equipment Operator IV and V performing the snow removal duties.*

*The parties further recognize that the City does not require, on a year round basis, as many Equipment Operator IV and V’s as they do during the winter season.*

*Both parties recognize that a current employee or new employee may not meet the required qualifications of the Operator IV and V positions. Therefore the City and CUPE Local 363 agree that when an employee who is needed for snow removal purposes does not fully meet the position requirements they will be appointed on an “under fill” basis and paid one classification rate lower than the normal rate for the position of Equipment Operator IV or V. This under fill rate will only be effective between December 1<sup>st</sup> and February 28<sup>th</sup> of the snow removal year.*

*Should an “under fill” rated employee become qualified under the job description to perform all duties in the job description such employee will be taken off the under fill rate of pay and receive the appropriate rate for the classification being performed.*

***On behalf of the***

*Canadian Union  
of Public Employees, Local 363*

“Diana Graham”  
“Bill Fischer”  
“Bill Dingman”

***On behalf of the***

*Okanagan Mainline  
Municipal Labour Relations Association*

“Alan Chell”  
“Graham Inglis”  
“Bryant Yeomans”  
“Don DeGagne”  
“Dwayne Burdeniuk”  
“Rick Baker”

*Original: June 15, 1999  
Renewed: September 24, 2002*

**LETTER OF UNDERSTANDING #6.00**

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

**AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 363**

**RE: PART TIME ARENA EMPLOYEES**

*The City of Revelstoke will continue its practice of hiring part time employees to carry out "Ice Patrol" and "Ticket Selling" duties at the Arena. It is further agreed that these employees will be hired for a minimum of 2 hours at \$10.45 per hour for "Ice Patrol" and \$8.05 per hour for "Ticket Selling", plus 14% 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 regular employees.*

*Either party to this Letter of Understanding may cancel the Letter of Understanding with 60 calendar days notice prior to date of cancellation and such cancellation shall be for just cause.*

*Reason for cancellations shall be stated in writing at time of request for cancellation of above Letter.*

***On behalf of the***

*Canadian Union of Public Employees,  
Local 363*

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

***On behalf of the***

*Okanagan Mainline  
Municipal Labour Relations Association*

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

*Original: June 26, 1981  
Revised: July 22, 1992  
Revised: June 5, 1999  
Revised: September 24, 2002*

**LETTER OF UNDERSTANDING #7.00**

**BETWEEN: CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 363**

**AND: OKANAGAN MAINLINE MUNICIPAL LABOUR RELATIONS ASSOCIATION,  
ON BEHALF OF THE CITY OF REVELSTOKE**

**RE: EMPLOYEE OPTION TO BUMP JUNIOR EMPLOYEES**

*In the event the City of Revelstoke has a need for staff reductions the parties agree the following exceptions may be made to Article 8.01 of the Collective Agreement.*

1. *A senior employee, with 2 or more years of seniority, may choose to be laid off rather than bump an employee with less seniority.*
2. *The Employer agrees no employee of the Employer or any member of Management will interfere in any way with the decision of a senior employee to exercise the option to bump or not to bump another employee, provided that the employee is qualified to do the work.*
3. *In the event a senior employee opts to accept a layoff, it is agreed their separation certificate shall indicate that such employee has been laid off for lack of work.*
4. *Any employee who opts to be laid off out of line of seniority shall, after 30 calendar days have the right to return to work consistent with their seniority over less senior employees. However, in addition to the 30 calendar day limit, the employee, after giving notice to the Employer of their desire to return to work, must allow the Employer to give the junior employee the required Notice of Layoff as provided in Article 8.*
5. *Any employee who opts to bump shall advise the Employer of their intention to bump within 48 hours of receiving notice of layoff.*
6. *All recalls will be done in accordance to Article 8.01.*
7. *Either party shall have the right to terminate the Letter by giving 30 calendar days written notice to the other party.*

***On behalf of the***

*The Canadian Union of  
Public Employees, Local 363*

*“Diana Graham”*

---

*“Bill Fischer”*

---

*“Bill Dingman”*

---

***On behalf of the***

*Okanagan Mainline Municipal  
Labour Relations Association*

*“Alan Chell”*

---

*“Graham Inglis”*

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*“Bryant Yeomans”*

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*“Don DeGagne”*

---

*“Dwayne Burdeniuk”*

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*“Rick Baker”*

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*Dated: May 4, 1988*

*Revised: July 22, 1992*

*Revised: June 15, 1999*

*Renewed: September 24, 2002*

**LETTER OF UNDERSTANDING #8.00**

**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: September 24, 2002*

**LETTER OF UNDERSTANDING #9.00**

**“V.R”. – January 11, 1984**

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

**PURSUANT TO THE ABOVE MEMORANDUM ITEM #10**

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

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

**ON BEHALF OF CUPE**

\_\_\_\_\_  
“R.M. Heise”

\_\_\_\_\_  
“Jim Kelly”

\_\_\_\_\_  
“R. Born”

*Original: January 11, 1984  
Renewed: September 24, 2002*

**LETTER OF UNDERSTANDING #10.00**

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

**AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 363**

**RE: "CHILDMINDING" STAFF**

*The parties agree that staff hired to provide "childminding" programs shall be included in the bargaining unit. "Childminding" programs shall be deemed to include only that general program of social activity for playschool children (ages 2 years to 5 years), as regulated by the Province of British Columbia, covering games, stories, crafts, songs and physical activities.*

*None of the provisions of the Collective Agreement shall apply except for Union Dues, Liability Coverage and the Grievance Procedure.*

*The following "Childminding Staff List" shall determine the order in which staff are recalled to work in the Fall.*

- |    |              |    |              |
|----|--------------|----|--------------|
| 1. | Judy Mellish | 3. | Nancy Ward   |
| 2. | Zoe Knuff    | 4. | Brenda Stroh |

*Spring layoff will occur in reverse order. In the event an additional "childminding" class is scheduled, the opportunity to teach the added class shall be given to these employees in order of their placement on the above list. Unless the maximum teaching hours per week are being worked, this list shall not exceed 5 persons.*

*The City shall advertise the programs at least 2 weeks prior to the start of the class. This time frame may be reduced by agreement between the parties. Classes will proceed provided that there is a maximum of 8 registered participants. It is understood that if a program is cancelled due to low registration, the staff person conducting that specific class does not have seniority rights to exercise in order to bump another instructor.*

*There shall be a maximum of 18 hours of instruction per week. Staff shall be entitled to 30 minutes preparation time for each half day worked and shall receive a minimum of 2 hours of pay in the event they are required to work. If scheduled by the City, staff shall be paid for 2 hours clean-up time in both the Spring and the Fall, provided staff work the scheduled duties.*

*It is understood that "Childminding Staff" do not have seniority rights with which to bid to City positions.*

*"Childminding" qualifications are established by Provincial regulations and staff are responsible to obtain and maintain valid and current qualifications as a condition of employment. The City shall continue its current practice relative to attendance at workshops.*

**Letter of Understanding #10.00**  
**Re: "Childminding Staff"**  
**Page 2**

**Pay Rates – Effective January 1, 2002**

*Childminding*

<b><u>Step</u></b>	<b><u>Jan 1 2002</u></b>	<b><u>Jul 1 2002</u></b>	<b><u>Jan 1 2003</u></b>	<b><u>Jan 1 2004</u></b>	<b><u>Jan 1 2005</u></b>	<b><u>Oct 1 2005</u></b>
Step 1	14.03	14.10	14.38	14.66	14.96	15.03
Step 2	15.30	15.38	15.68	16.00	16.32	16.40
Step 3	16.58	16.66	16.99	17.33	17.68	17.77

*Childminding Helper*

<b><u>Step</u></b>	<b><u>Jan 1 2002</u></b>	<b><u>Jul 1 2002</u></b>	<b><u>Jan 1 2003</u></b>	<b><u>Jan 1 2004</u></b>	<b><u>Jan 1 2005</u></b>	<b><u>Oct 1 2005</u></b>
Step 1	10.20	10.25	10.46	10.67	10.88	10.93
Step 2	10.71	10.76	10.98	11.20	11.42	11.48
Step 3	11.22	11.28	11.50	11.73	11.97	12.03

*Staff shall move from Step 1 to Step 2 after completion of a full program session AND shall move to Step 3 after completion of their second full program session.*

*Staff shall also be paid 14% in lieu of all vacation and fringe benefits as defined by Article 20.15 of the Collective Agreement.*

*All of the terms of this Agreement shall apply from the date of commencement of the 1992 Fall session.*

***On behalf of the***

*Canadian Union of Public Employees,  
 Local 363*

***On behalf of the***

*Okanagan Mainline  
 Municipal Labour Relations Association*

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 \_\_\_\_\_

*Original: November 4, 1992  
 Revised: April 1, 1997  
 Revised: June 15, 1999  
 Revised: September 24, 2002*

**LETTER OF UNDERSTANDING #11.00**

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

***AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 363***

**RE: OVERTIME DURING SNOW REMOVAL SEASON**

*Snow removal season is December 1st to February 28th.*

*Overtime will be offered to the senior person in the classification required to do the work. Should the Employer require more employees than are available within the required classification, the Employer will offer overtime to other qualified employees, who normally perform snow removal duties, in order of seniority.*

*Notwithstanding the above, before offering overtime, the employer will take into consideration the hours worked by the employee immediately prior, during and following the overtime. Should it be determined that this results in an employee working an unreasonable number of hours in a given period of time, the Employer may offer the overtime to the next most senior qualified employee.*

***On behalf of the***

*Canadian Union of Public Employees,  
Local 363*

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\_\_\_\_\_  
  
\_\_\_\_\_

***On behalf of the***

*Okanagan Mainline  
Municipal Labour Relations Association*

\_\_\_\_\_  
  
\_\_\_\_\_

*Original: September 24, 2002*