

2002 - 2005 COLLECTIVE AGREEMENT

BETWEEN

OKANAGAN MAINLINE MUNICIPAL LABOUR RELATIONS ASSOCIATION,

on behalf of the District of Summerland

-AND-

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 1136

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

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

PARTY OF THE FIRST PART

AND: **THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 1136,**
*(hereinafter called the "Union"), Chartered by the Canadian Union of Public
Employees and Affiliated with the Canadian Labour Congress*

PARTY OF THE SECOND PART

ARTICLE 1: PREAMBLE

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

ARTICLE 2: RIGHTS OF MANAGEMENT

2.01 *Except as otherwise provided in the Agreement, the management, supervision and control of the Employer's operation and the direction of the working force remain in the exclusive function of management.*

ARTICLE 3: UNION RECOGNITION

3.01 *The employer recognizes the Union as the sole and exclusive collective bargaining representative for its employees covered and classified by the Agreement as to rates of pay, hours of work and other working conditions.*

3.02 **Work of Bargaining Unit**

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

3.03 **Application**

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

- (b) *If, upon application to the Labour Relations Board by either the Union or the Employer, or by the Association on behalf of the Employer, the said Board rules that any person, whose job classification is not included in Schedule "A", is an employee within the meaning of the Labour Relations Code and is included in the unit for which the Union is certified, the Employer shall forthwith institute a new classification for such person and all the provisions of Article 28 of the Agreement shall apply thereto.*

ARTICLE 4: NO DISCRIMINATION

- 4.01** *There shall be no discrimination, interference, restriction or coercion with respect to any employee in the matter of wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of race, creed, age, sex, colour, national origin, political or religious affiliation, or place of residence, nor by reason of his/her membership or activity in the Union.*
- 4.02** *Wherever the singular is used in this Agreement, it shall be considered as if the plural has been used where the context of the party or parties hereto so require.*
- 4.03** *All personnel have the right to work without sexual harassment. Any complaint alleging sexual harassment will be dealt with in the Grievance Procedure and will commence at Step 2, as outlined in Article 11.03.*

ARTICLE 5: UNION SECURITY

5.01 Maintenance of Membership

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

ARTICLE 6: CHECKOFF OF UNION DUES

6.01 Checkoff

As a condition of employment, every employee to whom the terms and conditions of this Agreement apply, whether a member of the Union or not, shall sign a checkoff form authorizing the Employer to deduct from his/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.

- 6.02** *While this Agreement continues to apply to those employees who have signed the checkoff form, the Employer shall, as a condition of continued employment, deduct from the earnings of each such employee, dues equal to the current monthly Union dues, after 30 days of employment and in the event a person is employed in excess of one month, the date could be retroactive.*

6.03 *Upon receipt of written authorization from an employee, the Employer shall deduct from his/her earnings an initiation fee in the amount established by the Union in accordance with its Constitution and/or Bylaws and shall forward such deduction to the Union in the manner provided for in Article 6.04.*

6.04 **Deductions**

Deductions shall be made from the payroll period on a bi-weekly basis and shall be forwarded to the Secretary-Treasurer of the Union after each second pay period, accompanied by a list of the names of all employees from whose wages the deductions have been made. Upon request from the Union, the Employer will supply addresses of all employees whose wages the foregoing deductions have been made.

ARTICLE 7: EMPLOYER SHALL ACQUAINT NEW EMPLOYEES

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

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

ARTICLE 8: CORRESPONDENCE

8.01 *Correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Municipal Administrator or person holding an equivalent position and the Secretary of the Union.*

ARTICLE 9: LABOUR MANAGEMENT RELATIONS

9.01 **Representation**

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

9.02 **Labour-Management Relations Committee**

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

9.03 Function of Labour-Management Relations Committee

All matters of mutual concern pertaining to performance of work, operational problems, rates of pay, hours of work, and other working conditions arising during the term of this Agreement, shall be referred to the Labour-Management Relations Committee for discussion and settlement.

9.04 Meetings of Committee

In the event either party wishes to call a meeting of the Labour-Management Relations Committee, other than a regular quarterly meeting, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than 10 calendar days after the request has been given.

9.05 Time Off for Meetings

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

9.06 Collective Bargaining

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

9.07 Representatives of Canadian Union of Public Employees

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

ARTICLE 10: RULES AND REGULATIONS

10.01 *Copies of all rules and regulations made by the Employer for the government of employees in the Bargaining Unit shall be forwarded to the Union and shall be posted on all bulletin boards or by other means of communication.*

ARTICLE 11: GRIEVANCE PROCEDURE

11.01 Permission to Leave Work

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

11.02 **Definition of Grievance**

“Grievance” means any difference between the persons bound by this Agreement concerning its interpretation, application, operation, or any alleged violation thereof, including any questions as to whether any matter is arbitrable, and shall also mean any difference arising from disciplinary action or relating to employment where it is alleged that the Employer has acted unjustly. “Party” means one of the parties to this Agreement. All grievances shall be finally and conclusively settled in the manner set out in this Article without slowdown or stoppage of work.

11.03 **Settling of Grievances**

Step 1 - *The employee concerned, in person, with his/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 Department Head, with a copy to the District’s 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 Department Head of the affected Department and the District’s Administrator.

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

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

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

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

11.04 *The Employer shall advise the Union of its decision within 5 days following 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.*

11.05 **Policy Grievance**

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

11.06 **Grievances on Safety**

An employee or group of employees who believe they are being required to work under conditions which are unsafe and unhealthy shall have the right to immediately file a grievance in Step 2 of the Grievance Procedure.

11.07 **Replies in Writing**

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

11.08 **Employee May Discuss His/Her Own Personal Problem**

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

ARTICLE 12: ARBITRATION

12.01 **Board of Arbitration**

(a) *A Board of Arbitration shall consist of 3 members, one to be chosen by each party within 7 days of receipt of registered notification, the third, who shall be Chairman, to be selected by the 2 so appointed. The members chosen by the parties concerned must meet within 7 days of their selection, and they shall be allowed a further 7 days to agree upon a Chairman. If they fail to agree on a Chairman, either party may apply to the Minister of Labour to appoint a Chairman.*

(b) *Upon his/her selection or appointment, the Chairman of the Board of Arbitration shall fix a date for hearing the grievance, which shall be not later than 14 days from the date of the Chairman's selection or appointment.*

- (c) *The Board shall deliver its award in writing to each of the parties within 20 days after all the evidence has been submitted. The award of a majority of the Board shall be the award of the Board and shall be binding upon the parties, but in no event shall the Board have the power to alter, modify or amend the Agreement in any respect.*
- (d) *Grievances submitted to a Board of Arbitration shall be in writing and shall clearly specify the nature of the issue.*
- (e) *Each party shall bear the fee and expenses of the member appointed by such party and shall pay half the fee and expenses of the Chairman and of the stenographic and other expenses of the Board.*

12.02 Amending of Time Limits

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

12.03 Witnesses

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee concerned as witness and other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the Board of Arbitration to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

12.04 Single Arbitrator

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

ARTICLE 13: DISCHARGE, SUSPENSION AND DISCIPLINE

13.01 Warnings

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

13.02 Procedure Upon Discharge or Suspension

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

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** *In the event that any employees of the Employer, other than those covered by this Agreement, engage in a legal strike or where employees in a labour dispute engage in a legal strike and maintain picket lines, the employees covered by this Agreement shall have the right to refuse to cross such picket lines. Failure to cross such a picket line by the members of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.*
- 13.04** *A claim by an employee that he/she has been discharged or suspended for other than proper cause shall be treated as a special grievance and shall be submitted at Step 2 of Article 11.03.*
- 13.05** *Should it be found upon investigation that an employee has been suspended or discharged for other than proper cause, such employee shall be immediately reinstated in his/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.*
- 13.06** *The Employer agrees that all employees will have access to their personnel file and may review same in the presence of the Municipal Clerk. To obtain access to his/her personnel file the said employee will forward the appropriate request in writing to the Municipal Clerk who will deal with the said request within a reasonable time. Any employee may respond in writing to any report on their personnel file and such response will become a part of the file.*

ARTICLE 14: SENIORITY

14.01 **Seniority Defined**

Seniority shall be measured by length of service in the bargaining unit, and except as provided in Article 14.05, shall operate on a bargaining unit-wide basis.

14.02 **Probationary Employees**

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

14.03 **Seniority Lists**

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

14.04 Loss of Seniority

- (a) *Except as provided in Subsection (b), an employee shall not lose his/her seniority if he/she is absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer.*
- (b) *An employee shall lose his/her seniority in the event:*
 - (i) *He/she is discharged for proper cause;*
 - (ii) *He/she resigns;*
 - (iii) *He/she is absent from work in excess of 5 working days without approval, unless it was not reasonably possible to contact the Employer to request such approval;*
 - (iv) *He/she fails to return to work following a layoff, within the period prescribed in Article 16.05, unless unable to do so because of sickness, or other cause acceptable to the Employer;*
 - (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.*
- (c) *When an employee loses his/her seniority, his/her right to continued employment and/or to re-employment shall cease. In the event of re-employment, such person shall start as a new employee and his/her right to seniority and other benefits based upon his/her length of service with the Employer shall be calculated from his/her date of re-employment.*

14.05 Inside and Outside Staff Division for Layoff and Recall

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

14.06 Grant Workers

All "Grant Workers" will be considered "employees" insofar as the Employer is concerned. The rate of pay and benefits will be negotiated between the OMMLRA and the Union.

14.07 Relief 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.*

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 District, such that where a posted position is not filled by an existing full time employee, a relief employee shall be given first preference for the vacant position provided they possess the

required qualifications, skills, abilities and knowledge. Placement on the list shall also entitle the relief employee to layoff and recall rights within the relief group.

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

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

14.08 **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 15: PROMOTIONS AND TRANSFERS

15.01 **Seniority to Apply**

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

15.02 **Job Posting**

If a job vacancy occurs, or a new position is created which comes within the scope of this agreement, notice of such vacancy or new position shall be posted 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.

15.03 **Applications for Lateral Positions**

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

15.04 **Employee to be on Probation**

When a job vacancy or new position is filled on a permanent basis, the employee concerned shall be on probation for 3 months. At the conclusion of such 3 month trial period (or sooner if it should become apparent that the employee cannot successfully complete the trial period), the Employer shall review the service of the employee whilst on the job. If such service has proven satisfactory the Employer shall confirm the employee in the job. If the employee's service is not deemed to be satisfactory, the Employer may extend the probationary period for not more

than 1 additional 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 previous salary, and any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position without loss of seniority and previous salary.

15.05 Temporary Job Opportunities

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

15.06 Placement of Disabled Employees

Subject to Article 14.04 (b) (vi) and Article 24.06, 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.

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

15.08 Labourer I to Labourer II

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

ARTICLE 16: LAYOFFS AND RECALLS

16.01 *The provisions of Article 16 shall not apply in the event of a suspension of work due to inclement weather or emergency conditions beyond the control of the Employer for up to 2 shifts.*

16.02 Notice of Layoff

The Employer shall notify employees with seniority rights who are to be laid off, 5 working days before layoff is to be effective.

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

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

16.05 Recalls

In the case of employees who have completed the probationary period and are laid off due to lack of work, such employees shall be entitled to recall for employment in order of seniority, provided they are qualified to do the work available.

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

16.07 *When emergent or short term work of less than 5 working days occurs, the Employer may recall employees out of order of seniority and the provisions of Article 16.06 shall not apply.*

ARTICLE 17: HOURS OF WORK

17.01 Normal Work Day and Normal Work Week

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

(a) Office Employees

The normal work day (day shift) shall consist of a scheduled period of 7 hours of work between the hours of 6.30 a.m. and 4.30 p.m. The normal work week shall consist of 5 such days, Monday to Friday inclusive.

(b) Outside Employees

The normal work day (day shift) shall consist of a scheduled period of 8 hours of work between the hours of 6.00 a.m. and 4.30 p.m. The normal work week shall consist of 5 such days, Monday to Friday inclusive.

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

In order to carry on the services of the Employer, it is recognized that certain exceptions to the normal work day and the normal work week, as defined in Article 17.01, are necessary. Such exceptions, the hours and days of work, and any other special conditions of employment applicable thereto shall be as set out in Schedule "B" of the Agreement.

17.03 No Split Shifts

(a) *No 7 hour work day for office employees shall be spread over a period longer than 8 hours, including not more than 1 hour off for lunch.*

(b) *No 8 hour work day for employees other than office employees shall be spread over a period longer than 9 hours, including not more than 1 hour off for lunch.*

17.04 Rest Periods

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

ARTICLE 18: OVERTIME

18.01 *All time worked outside the scheduled hours constituting an employee's normal work day or his/her normal work week shall be considered overtime and shall be paid for as follows:*

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

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

18.03 Paid Time Off in Lieu of Worked Overtime

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

18.04 Salary Conversion Factors

For the purpose of calculating the equivalent hourly rate of salaried employees for overtime and other purposes, the monthly salary shall be divided by 152 hours for employees on a scheduled 35 hour work week, by 158 hours for employees on a scheduled 36¼ hour work week, by 163 hours for employees on a scheduled 37½ hour work week and by 174 hours for employees on a scheduled 40 hour work week.

ARTICLE 19: REPORTING FOR WORK

19.01 *An employee reporting for work on his/her regular shift shall be paid his/her regular rate of pay for all hours worked, with a minimum of 2 hours' pay if he/she does not commence work and a minimum of 4 hours' pay if he/she does commence work.*

ARTICLE 20: CALLOUTS

20.01 *Subject to the provisions of Article 20.02 and 20.03, an employee who is called back to work after he/she has completed his/her normal day's work and has left the Employer's premises, or who is called in to work before his/her regular starting time, or who was previously instructed to report to work before his/her regular starting time, shall be paid double time for all hours worked outside his/her normal working hours. Such employee shall be guaranteed a minimum of 2 hours' work or 2 hours' pay at the double time rate. This guarantee shall not apply when a call-out extends into an employee's normal working hours.*

20.02 *An employee who, before the end of his/her normal day's work, is instructed to return to work within 2 hours following the end of his/her normal day's work, shall not be considered to be on a callout; however, the hours worked following the end of the employee's normal day's work under the provisions of this section shall be paid at the double time rate.*

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

ARTICLE 21: SHIFT PREMIUM

21.01 *A premium shift is defined as any shift that commences or ends between the hours of 6:00 p.m. in one day and 5:00 a.m. the following day.*

21.02 *An employee shall receive a premium of 50¢ per hour for all scheduled hours worked on a premium shift.*

ARTICLE 22: STATUTORY HOLIDAYS

22.01 *The employer will observe the following as paid statutory holidays:*

<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 other day declared or proclaimed as a statutory holiday by the Employer or by the Province of British Columbia or the Government of Canada.

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

22.03 **When Holiday Falls on Non-Working Day**

If a statutory holiday falls on a non-working day, the Employer may declare that the working day immediately preceding the holiday or the working day immediately following the holiday shall be observed in lieu of the said holiday.

22.04 *Subject to the provisions of Article 22.07, should a statutory holiday be observed on a day that is a non-working day for an employee, such employee shall be given a holiday with pay at some other time not later than his/her next annual vacation, or the termination of his/her employment whichever first occurs.*

22.05 **Payment for Statutory Holidays**

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

22.06 *If an employee is required to work on a statutory holiday he/she shall, in addition to his/her holiday pay, be paid at double his/her regular or equivalent hourly rate for all hours worked by him/her.*

22.07 *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 working days shall not be deemed to be a break in service for the purpose of this section.*

22.08 **Holiday Occurring During Annual Vacation**

Should a statutory holiday occur during an employee's annual vacation period, the employee shall be given an extra day's vacation with pay in lieu of payment of such holiday.

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

ARTICLE 23: ANNUAL VACATIONS

23.01 **Definition of Vacation Year**

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

23.02 **New Employees**

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

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

23.03 **Anniversary Date**

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

23.04 Employee With 1 Year

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

23.05 Employee With 9 Years Service

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

23.06 Employee With 17 Years Service

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

23.07 Employee with 21 Years Service

Effective January 1, 1993, an employee who has completed 21 or more years service at the end of the vacation year shall be entitled to a paid vacation of 6 calendar weeks. Payment for such vacation shall be at the employee's rate of pay as at the time he/she takes his/her vacation.

23.08 Employees on Layoff

The provisions of Article 23.02, 23.04, 23.05, 23.06 and 23.07 shall not apply to an employee who is laid off. Vacation entitlement for such employee shall be as follows:

- (a) For each of the first 9 years of service, as calculated under the provisions of Article 23.03, 6% of his/her total earnings during the current calendar year, to be paid to him/her at the time of layoff; or if the employee so elects, to be paid to him/her as vacation pay during the following calendar year when he/she may take a vacation not exceeding 3 calendar weeks.*
- (b) For the 10th and up to and including the 17th year of service, as calculated under the provisions of Article 23.03, 8% of his/her total earnings during the current calendar year, to be paid to him/her at the time of layoff; or if the employee so elects, to be paid to him/her as vacation pay during the following calendar year when he/she may take a vacation not exceeding 4 calendar weeks.*
- (c) For the 18th and up to and including the 21st year of service, as calculated under the provisions of Article 23.03, 10% of his/her total earnings during the current calendar year, to be paid to him/her at the time of layoff; or if the employee so elects, to be paid to him/her as vacation pay during the following calendar year when he/she may take a vacation not exceeding 5 calendar weeks.*

(d) For the 22nd and subsequent years of service, as calculated under the provisions of Article 23.03, 12% of his/her total earnings during the current calendar year, to be paid to him/her at the time of layoff; or if the employee so elects, to be paid to him/her as vacation pay during the following calendar year when he/she may take a vacation not exceeding 6 calendar weeks.

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

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

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

23.11 **Part-Time or Relief Employees**

The provisions of Article 23.02, 23.04, 23.05, 23.06 and 23.07 shall not apply to part-time or relief employees referred to in Schedule "B" of the Agreement.

23.12 An employee to whom Article 23.11 applies, who becomes a regular full-time employee shall not be entitled to a paid vacation during the calendar year following that for which he/she was paid vacation entitlement under the provisions of Article 23.11.

23.13 **Scheduling of Vacations**

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

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

23.15 **Termination of Employment**

In the event of termination of employment the provisions of the Employment Standards Act shall apply; except that, in the case of an employee who has not been discharged for proper cause and who has given the Employer 14 calendar days notice of termination, the basis of calculation shall be 6% of his/her total earnings if he/she has over 1 year service, 8% of his/her total earnings if he/she has over 9 years service, 10% of his/her total earnings if he/she has over 18 years service, and 12% of his/her total earnings if he/she has over 21 years service, as calculated under the provisions of Article 23.03.

ARTICLE 24: HEALTH LEAVE

24.01 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.

24.02 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 24.05 (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.

24.03 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 6th day of a continuous absence, to a maximum of 26 weeks from the 1st 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.

24.04 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.

24.05 **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.*

24.06 *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 15.06 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.

24.07 *Coverage for the foregoing will start 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.*

24.08 *The administration of the insured benefit plan will reside in the OMMLRA and/or through its respective members.*

ARTICLE 25: LEAVE OF ABSENCE

25.01 Leave of Absence Without Pay

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

25.02 Leave for Union and Other Purposes

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

25.03 *In addition to the leaves allowed under Article 25.02, at the request of the Union, and by mutual agreement between the parties, leave of absence without pay will be granted to employees to attend conventions or other bona-fide meetings of the Canadian Union of Public Employees or other trade-union body with which the Union is affiliated. Such leave will not be unreasonably denied.*

25.04 Bereavement Leave

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

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

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

25.05 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.*
- (e) *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.*

25.06

Parental Leave

- (a) *An employee who requests parental leave is entitled to:*
 - (i) *for a birth mother who takes leave under Article 25.05, 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 25.05 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 25.05 (c) and Article 25.06 (b).*

25.07 Employer May Require Pregnancy Leave

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

25.08 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.*

25.09 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 25.08 (a) does not apply if the employee, without the Employer's consent, takes a longer leave than is allowed under Article 25.05 or 25.06.*

25.10 Jury Duty or Court Witness

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

25.11 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 24, and shall be charged as an occurrence in accordance with Article 24.03.

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

ARTICLE 26: WAGES, SALARIES AND APPLICABLE PROVISIONS

26.01 Wage and Salary Rates

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

26.02 Salary Ranges

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

26.03 Daily Rate and Classified Rate – Outside Employees

- (a) On any day during which an outside employee works 2 or more hours his/her rate of pay for the whole of that day shall be the rate for the highest paid job classification in Schedule "A" on which he/she was employed for 2 or more hours on that day. Such rate of pay shall be known as the employee's daily rate.*
- (b) On any day during which an outside employee works less than 2 hours, or does not work at all, he/she shall, for purposes of pay and the provisions of Article 18 (Overtime), Article 19 (Reporting for Work), Article 20 (Callouts), Article 22 (Statutory Holidays), Article 25.04 (Bereavement Leave), Article 25.10 (Jury Duty or Court Witness), and Article 27 (Standby or On Call), be classified at the job which he/she has performed the greater part of the time during the vacation year. This shall be known as the employee's classified rate and all such rates shall be determined by the Labour-Management Relations Committee in January of the current year on the basis of the Employer's payroll records for the vacation year. Should an employee not have performed any work during the vacation year, his/her classified rate shall be the rate for Labourer II or, if he/she is a probationary employee as defined in Article 14.02, the rate for Labourer I.*
- (c) All references throughout this Agreement to an employee's normal earnings, regular rate of pay and regular hourly rate shall be interpreted as meaning the employee's daily rate if Article 26.03 (a) is applicable, or the employee's classified rate if Article 26.03 (b) is applicable.*

26.04 More Favourable Rate

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

26.05 **Dirty Work**

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. Except for the street sweeper in (a) below and Sanitary Landfill employee's in (b) below, the premium is not payable if the Employer provides coveralls, wet gear or other protective clothing. Dirty work shall mean:

- (a) Street sweeper (front brushes only) – Unit #133.*
- (b) Sanitary landfill employees (when working in or with material from the Liquid Waste Handling Facility and when using the Cat to clear material from the brush pile after it has been burned).*
- (c) Waterworks and Sewer Department (only when working in ditches or manholes where muddy conditions or sewage is present).*
- (d) Road patching and crack sealing.*
- (e) Cemetery employees shall be paid a premium of \$50.00 if required to exhume and re-enter a body or to exhume a body.*

26.06 **No Pyramiding**

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

26.07 **Leadhand Rate**

A Leadhand shall receive a \$0.35/hour premium when designated by the Employer to act in that capacity.

ARTICLE 27: STANDBY (ON CALL)

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

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

27.02 *The provisions of Article 20 (Call-Outs) 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.*

ARTICLE 28: NEW OR CHANGED CLASSIFICATIONS

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

28.02 **Changed Classification**

If the Union claims that the duties of an existing classification have been changed to an extent sufficient to alter the classification and/or rate, the Union may request to meet with the Employer to review the classification and/or rate. If within 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 parties, or following a reference to arbitration, shall be retroactive to the date the Union submitted its request to the Employer.

28.03 **Abandonment**

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

28.04 **Extension of Time Limits**

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

ARTICLE 29: SUPERANNUATION

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

29.02 **Retirement Age**

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

ARTICLE 30: HEALTH AND WELFARE COVERAGE

The following benefits will be provided to municipal employees:

30.01 Group Life Insurance and Accidental Death and Dismemberment

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

30.02 Medical Services Plan

Each eligible employee shall be enrolled in the Medical Service Plan at no cost to the employee.

30.03 Extended Health Benefit

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

30.04 Dental Plan

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

- (a) Basic Dental Services (Plan "A") – Plan pays 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 \$ 2,000.00.*
- (d) Premium costs for Dental Plan shall be paid by the Employer.*

30.05 General Principles

- (a) Participation in the aforementioned Plans shall be mandatory.*
- (b) Life, Accidental Death and Dismemberment, Weekly Indemnity Plan, Extended Health and B.C. Medical Plan coverage commences on the date of completion of 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 the 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 31: BULLETIN BOARDS

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

ARTICLE 32: TECHNOLOGICAL CHANGE

32.01 *During the term of this agreement, any disputes arising in relation to adjustment to technological change, shall be discussed between the bargaining representatives of the two parties to this collective agreement.*

32.02 *Where the Employer introduces or intends to introduce, a technological change, that:*

(a) *Affects the terms and conditions, or security of employment of a significant number of employees to whom this Collective Agreement applies; and*

(b) *Alters significantly the basis upon which the Collective Agreement was negotiated,*

Either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an Arbitration Board pursuant to Article 12 of this Collective Agreement, bypassing all other steps in the grievance procedure.

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

(a) *Shall inform the Minister of Labour of its findings; and*

(b) *may then or later make any one or more of the following orders:*

(i) *that the change be made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated;*

- (ii) *that the Employer will not proceed with the technological change for such period, not exceeding 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;*

32.04 *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 33: GENERAL

33.01 Job Related Liability Protection

Any regular employee, coming within the scope of the Canadian Union of Public Employees, Local No. 1136, will be granted the services of a District 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.

33.02 Tool Insurance

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

33.03 Part Time Payment in Lieu of Fringe Benefits

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

33.04 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 34: TERM OF AGREEMENT

34.01 *This Agreement shall take effect from January 1, 2002 and shall remain in effect until December 31, 2005, and thereafter from year to year unless written notice of intent to terminate or amend the Agreement is given by either party to the other party in accordance with the provisions of the Labour Relations Code. Within 10 days after receipt of any notice given pursuant to this Article by either party, the parties to this Agreement shall commence negotiations. During the period of negotiations this Agreement shall continue in full force and effect.*

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. 1136*

President

Secretary

National Representative

ON BEHALF OF:

*Okanagan Mainline Municipal
Labour Relations Association*

SCHEDULE "A"

**DISTRICT OF SUMMERLAND
INSIDE POSITIONS- BI-WEEKLY
2002-2003-2004-2005**

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

<u>PAY GRADE / JOB TITLE</u>	<u>Steps</u>	<u>Jan 1 2002</u>	<u>Jul 1 2002</u>	<u>Jan 1 2003</u>	<u>Jan 1 2004</u>	<u>Jan 1 2005</u>	<u>Oct 1 2005</u>
<u>02</u>							
Accounting Clerk I	1	1095.23	1100.70	1122.72	1145.17	1168.07	1173.91
Clerk Typist II	2	1161.74	1167.55	1190.90	1214.72	1239.01	1245.21
	3	1219.83	1225.93	1250.45	1275.45	1300.96	1307.47

<u>05</u>							
Accounting Assistant	1	1215.70	1221.78	1246.21	1271.14	1296.56	1303.04
Accounting Clerk II - Cashier	2	1282.16	1288.57	1314.34	1340.63	1367.44	1374.28
Secretary I	3	1361.57	1368.38	1395.74	1423.66	1452.13	1459.39

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

<u>07</u>							
Accounting Assistant I	1	1302.46	1308.97	1335.15	1361.85	1389.09	1396.04
Steno II - Administrative Coordinator	2	1352.34	1359.10	1386.28	1414.01	1442.29	1449.50
	3	1404.96	1411.98	1440.22	1469.03	1498.41	1505.90
	4	1444.88	1452.11	1481.15	1510.77	1540.99	1548.69
	5	1490.17	1497.62	1527.57	1558.12	1589.29	1597.23

Schedule "A"
District of Summerland
Inside Positions - Bi-Weekly
Page 2

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

<u>PAY GRADE / JOB TITLE</u>	<u>Steps</u>	<u>Jan 1</u> <u>2002</u>	<u>Jul 1</u> <u>2002</u>	<u>Jan 1</u> <u>2003</u>	<u>Jan 1</u> <u>2004</u>	<u>Jan 1</u> <u>2005</u>	<u>Oct 1</u> <u>2005</u>
<u>09</u>							
<i>Junior Accountant</i>	1	1423.69	1430.80	1459.42	1488.61	1518.38	1525.97
<i>District Draftsperson</i>	2	1480.92	1488.32	1518.09	1548.45	1579.42	1587.32
	3	1540.01	1547.71	1578.66	1610.23	1642.44	1650.65
	4	1589.89	1597.84	1629.80	1662.40	1695.64	1704.12
	5	1641.58	1649.79	1682.78	1716.44	1750.77	1759.52
<u>11</u>							
<i>Intermediate Accountant</i>	1	1527.06	1534.70	1565.39	1596.70	1628.63	1636.78
	2	1588.94	1596.88	1628.82	1661.39	1694.62	1703.10
	3	1653.55	1661.82	1695.06	1728.96	1763.54	1772.35
	4	1708.04	1716.58	1750.91	1785.93	1821.65	1830.76
	5	1764.35	1773.17	1808.63	1844.80	1881.70	1891.11

Schedule "A"
District of Summerland
Inside Positions - Bi-Weekly
Page 3

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

<u>PAY GRADE / JOB TITLE</u>	<u>Steps</u>	<u>Jan 1 2002</u>	<u>Jul 1 2002</u>	<u>Jan 1 2003</u>	<u>Jan 1 2004</u>	<u>Jan 1 2005</u>	<u>Oct 1 2005</u>
<u>12</u>							
<i>Inspector I - Building</i>	1	1577.86	1585.75	1617.46	1649.81	1682.81	1691.22
<i>Bylaw Enforcement Officer/ Business License Inspector</i>	2	1643.42	1651.64	1684.67	1718.37	1752.73	1761.50
	3	1710.81	1719.36	1753.75	1788.82	1824.60	1833.72
	4	1768.05	1776.89	1812.43	1848.67	1885.65	1895.08
	5	1826.21	1835.34	1872.05	1909.49	1947.68	1957.41
<u>13</u>							
<i>Engineering Technician</i>	1	1628.61	1636.76	1669.49	1702.88	1736.94	1745.62
<i>G.I.S. Coordinator</i>	2	1696.03	1704.51	1738.60	1773.37	1808.83	1817.88
	3	1766.21	1775.04	1810.54	1846.75	1883.69	1893.11
	4	1825.28	1834.41	1871.09	1908.52	1946.69	1956.42
	5	1887.17	1896.61	1934.54	1973.23	2012.70	2022.76
<u>15</u>							
<i>Inspector II - Building</i>	1	1730.20	1738.85	1773.62	1809.10	1845.28	1854.50
	2	1802.21	1811.22	1847.44	1884.39	1922.08	1931.69
	3	1879.75	1889.15	1926.93	1965.47	2004.78	2014.80
	4	1943.47	1953.18	1992.25	2032.09	2072.74	2083.10
	5	2009.95	2020.00	2060.40	2101.61	2143.64	2154.36

SCHEDULE "A"
DISTRICT OF SUMMERLAND
OUTSIDE POSITIONS
2002-2003-2004-2005

<u>PAY GRADE / JOB TITLE</u>	<u>Jan 1</u> <u>2002</u>	<u>Jul 1</u> <u>2002</u>	<u>Jan 1</u> <u>2003</u>	<u>Jan 1</u> <u>2004</u>	<u>Jan 1</u> <u>2005</u>	<u>Oct 1</u> <u>2005</u>
<u>04</u>						
<i>Labourer I</i>	18.56	18.66	19.03	19.41	19.80	19.90
<u>05</u>						
<i>Secretary/Clerk</i>	19.11	19.21	19.59	19.99	20.39	20.49
<i>Labourer II</i>						
<i>Parking Control Officer</i>						
<i>Rod Person</i>						
<u>06</u>						
<i>Equipment Operator I</i>	19.36	19.46	19.85	20.24	20.65	20.75
<i>Garage Services & Shop Attendant</i>						
<i>Meter Reader</i>						

Schedule "A "
District of Summerland
Outside Positions
Page 2

<u>PAY GRADE / JOB TITLE</u>	<u>Jan 1</u> <u>2002</u>	<u>Jul 1</u> <u>2002</u>	<u>Jan 1</u> <u>2003</u>	<u>Jan 1</u> <u>2004</u>	<u>Jan 1</u> <u>2005</u>	<u>Oct 1</u> <u>2005</u>
<u>07</u>						
Carpenter I	19.76	19.86	20.25	20.66	21.07	21.18
Cemetery Groundsperson Helper						
Equipment Operator II						
Levelperson						
Maintenance and Iceperson - Arena						
Mechanic I						
Painter I						
Parks Maintenance Person						
Water Distribution System						
- Operator Helper						
Waterworks Utilityman						
Welder I						
<u>08</u>						
Arena Ice Maker	20.19	20.29	20.69	21.11	21.53	21.64
Cemetery Groundsperson						
Clerk Storekeeper/Public Works						
Equipment Operator III						
Pipefitter/Layer						
Utilities Serviceperson						

Schedule "A "
District of Summerland
Outside Positions
Page 3

<u>PAY GRADE / JOB TITLE</u>	<u>Jan 1</u> <u>2002</u>	<u>Jul 1</u> <u>2002</u>	<u>Jan 1</u> <u>2003</u>	<u>Jan 1</u> <u>2004</u>	<u>Jan 1</u> <u>2005</u>	<u>Oct 1</u> <u>2005</u>
<u>09</u>						
Equipment Operator IV	20.59	20.70	21.11	21.53	21.96	22.07
Sanitary Landfill Operator - (Equipment Operator IV)						
Water Distribution System - Operator I						
Wastewater Treatment Plant - Operator I						
<u>10</u>						
Equipment Operator V	21.80	21.91	22.34	22.79	23.25	23.36
Facilities Maintenance II						
Horticulture/Parks and Beaches Maintenance Coordinator						
Sewer Equipment Operator						
Survey Technician						
Water Distribution System - Operator II						
Water Quality Technician II						
Welder II						
Wastewater Treatment Plant - Operator II						
<u>10 - With Trade Premium Included</u>						
** Carpenter II	23.00	23.11	23.54	23.99	24.45	24.56
** Painter II						
** Mechanic II						

Schedule "A "
District of Summerland
Outside Positions
Page 4

PAY GRADE / JOB TITLE	Jan 1 2002	Jul 1 2002	Jan 1 2003	Jan 1 2004	Jan 1 2005	Oct 1 2005
<u>13</u>						
Sub-Foreman Water Distribution System - Operator III Water Quality Technician III Wastewater Treatment Plant - Operator III	22.82	22.93	23.39	23.86	24.34	24.46

*** 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 Carpenter II, Mechanic II and Painter II.*

SCHEDULE "A"
DISTRICT OF SUMMERLAND
AQUATIC POSITIONS
2002-2003-2004-2005

<u>PAY GRADE / JOB TITLE</u>	<u>Jan 1 2002</u>	<u>Jul 1 2002</u>	<u>Jan 1 2003</u>	<u>Jan 1 2004</u>	<u>Jan 1 2005</u>	<u>Oct 1 2005</u>
<i>Cashier</i>	15.54	15.62	15.93	16.25	16.58	16.66
<i>Lifeguard Instructor I</i>	17.78	17.87	18.22	18.59	18.96	19.06
<i>Maintenance/Lifeguard/Instructor</i>	19.11	19.21	19.59	19.99	20.39	20.49
<i>Lifeguard Instructor II</i>	20.20	20.30	20.70	21.12	21.54	21.65

SCHEDULE "B"

DISTRICT OF SUMMERLAND

EXCEPTIONS TO NORMAL WORK DAY, NORMAL WORK WEEK

I SHIFT CHANGES – SCHEDULE "B"

1. *In the event the Employer or the Union wish to change any of the present shifts currently contained in Schedule "B", the Union and the Employer agree that such changes will be made by mutual agreement, subject to item 2 below.*
2. *Should the Employer and the Union fail to agree, the following will prevail:*
 - (a) *If the Union and Employer cannot agree to the above, the matter of shift schedules and shift premium in accordance with Article 21, 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 17) Hours of Work provisions of the Collective Agreement between the Parties.*
 - (ii) *Hours of Work and/or Shift Changes must be made for reason of cost and/or efficiency savings to the Employer.*
 - (iii) *The Employer will be required to establish that shift schedules or Hours of Work changes introduced under this Article will result in a cost or efficiency savings to the Employer and that operational requirements dictate the need for the proposed shift/hours schedules.*
 - (iv) *The Mediator will examine the positions of both parties and will make a binding recommendation taking into account the terms of reference noted above.*
 - (v) *The Parties agree that the Preventative Mediator to be named for the term of the Collective Agreement is Mr. Vince Ready.*

(vi) *It is further agreed that the shifts to be implemented under this amendment will not affect current standby practices.*

3. *The District 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. **Parks Employees, Sanitary Landfill Operator, Recreation Facilities Attendant
And Water Distribution Systems Operator I**

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

2. **Waste Water Treatment Plant**

Waste Water Treatment Plant employees may be placed on a shift schedule whereby, over a period of 16 consecutive weeks, they work an average of not more than 40 hours per week.

LETTER OF UNDERSTANDING #1.00

LETTER OF INTENT

June 3, 1981

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

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

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

NOTE: For the purpose of this Letter direct collective bargaining means: 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.

District of Summerland (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 1136

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

"H. Wiens"

"R.J. Moffat"

"Jim Kelly"

*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 serving 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*

DISTRICT OF SUMMERLAND

*BIRD, Kevin G.
BRADFORD, Mike S.
DEMERSE, Susan
DOWNTON, George
EATON, Colly
ELLIS, Gary
GORDON, Susan N.
HOFFMAN, Martin
HOLLER, Maureen
LEARDO, Rick
LEE, Scott
EATON, Donna*

*MANN, Allan
MAY, W.C.
PERRY, Linda
RAJACICH, Donald
SCOTT, David F.
SIMMONS, Patricia
SIMON, Brian
SKINNER, Clinton
TAYLOR, Philip
WILLIAMS, Gary
YOUNG, Jerry Lee*

LETTER OF UNDERSTANDING #3.00

BETWEEN: THE OKANAGAN MAINLINE MUNICIPAL LABOUR RELATIONS ASSOCIATION

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

RE: CUPE LONG TERM DISABILITY PLAN

The parties, hereto, agree to the following:

1. Employees who were off work due to sickness or accident on the last day of coverage under the former OMMLRA Long Term Disability Plan will continue to be entitled to benefit payments under the terms of that OMMLRA Plan as long as they remain eligible under the terms and conditions of that Plan.
2. The Employer agrees to advise the Union of employees on extended sick leave, and who may be expected to make claims for Long Term Disability insurance income, no later than the end of the 4th month in which said employees are on Weekly Indemnity. The Employer agrees to provide the Union with the employee's rate of pay on the last day of work prior to the illness, date of illness, current address, classification and marital status.
3. The Employer agrees to the check-off 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 15th day of the following month with a list of names of all employees from whom deductions have been made. The premium deductions must be calculated as a percentage of an employee's salary (pay) or a flat amount per employee. Changes to the amounts to be deducted must be submitted by the Union to the Employer no later than 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 DISTRICT OF SUMMERLAND**

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1136

RE: AQUATIC CENTRE

1. Full Time Positions

Aquatic staff shall be deemed to be Inside Positions. There will be a minimum of 2 full time positions (a Lifeguard Instructor II and a Maintenance /Lifeguard Instructor) at 35 hours per week. In the event it can be demonstrated that 3 or more full time positions have been working 35 hours a week on a continuous basis for 3 months or more, the Employer agrees the position(s) shall be posted as full time Maintenance/Lifeguard Instructor or Lifeguard I.

2. Part Time Positions

Aquatic staff shall be deemed to be Inside Positions. There will be part time positions. These positions (Lifeguard Instructor I and Cashier) will be filled by those employees listed in #4 below. The parties agree to minimize the number of part time positions by scheduling the highest number of available hours for the fewest possible number of people.

All of the provisions of the Collective Agreement, unless otherwise specified in this Letter of Understanding, shall apply to Part Time employees.

3. Hours of Work

The hours of work for full time staff will be 7 hours per day, 35 hours per week.

The Lifeguard Instructor II will draft shift schedules in consultation and agreement with the immediate supervisor. Schedules shall be completed as soon as possible but shall, in all cases, be completed to ensure at least 2 working days notice to employees and posted for the access of all employees in the Aquatic Centre. Once a shift schedule has been set, changes will only be made for reasons of sickness, accident or authorized leave of absence. Where reasonable and possible, such changes will be done in consultation with the Lifeguard II.

Staff may work 6 consecutive days to cover shift changes for reasons specified above.

The minimum hours for part time employees will be 2 hours. Split shifts can be scheduled for part time staff.

4. Seniority

All new employees hired hereafter shall have their names added to the Aquatic Centre seniority list as of their date of hiring. Part time employees will be utilized according to the requirements of the Aquatic Program, taking into consideration their ability to perform the work and their seniority within the Aquatic Centre.

Part time employees shall only apply their seniority within the Aquatic Centre and may not apply their seniority over any full time employee in the bargaining unit. Where part time employees apply for a full time position in the Aquatic Centre and no full time employee submits an application, the part time employee with the greatest length of service shall be appointed, provided that the employee possesses the necessary qualifications, skill, knowledge and ability to efficiently fulfil the job requirements.

In the event that any part time employee is successful on any full time position, their seniority date shall be as of the date they were appointed to the position.

5. Rates of Pay

Part time employees relieving full time employees when absent from duty due to sickness, statutory holidays, annual vacation or leave without pay, shall be paid the rate for the position in which they are relieving for the period of time they relieve the full time employee.

Any part time employee working as a Lifeguard Instructor I or Cashier, will receive the rate of pay that is applicable to that position for time so spent.

6. Overtime

In all circumstances, overtime shall only be paid after 7 hours in a day or after 35 hours in a week.

7. Emergency Work Coverage

Where emergency work must be covered beyond scheduled hours, the employee will continue working and attempt to contact management. If unable to contact management, the employee will attempt to contact the Lifeguard II. In any case, the employee shall continue to work until relieved.

On behalf of the

*Canadian Union
of Public Employees, Local 1136*

“George Downton”

“W. Dingman”

“Diane Weber”

“Sue Davis”

“Martin Hoffman”

On behalf of the

*Okanagan Mainline
Municipal Labour Relations Association*

“Kenneth Ostraat”

“R.W. Baker”

*Original: April 29, 1999
Updated: September 19, 2002*

LETTER OF UNDERSTANDING #6.00

BETWEEN: THE OKANAGAN MAINLINE MUNICIPAL LABOUR RELATIONS ASSOCIATION
On behalf of the District of Summerland

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1136

RE: JOB TRAINING – ARENA

An employee who has been given notice of layoff and who wishes to exercise their seniority to the Maintenance and Iceman Arena classification will be provided with the sufficient time for on the job training for that classification before the employee has to give prior notice of bumping.

On the job training will be a familiarization period of ice clearing, compressor operation and operation of the Zamboni. It is understood that any Provincial requirements must be met in order to qualify for this familiarization.

ON BEHALF OF:

***Canadian Union of Public Employees,
Local No. 1136***

“Nancy Sloan”

“George Downton”

“Rosalie Taylor”

“Martin Hoffman”

“Bob Crockett”

ON BEHALF OF:

***Okanagan Mainline Municipal
Labour Relations Association***

“R.A. Carter”

“R.W. Baker”

Original: August 24, 1992

Revised: March 26, 1996

Renewed: April 29, 1999

Renewed: September 19, 2002