

**COLLECTIVE  
AGREEMENT**

**2011-2014**

**BETWEEN**

**THE CITY OF  
MERRITT**

**AND**

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**CANADIAN UNION  
OF PUBLIC  
EMPLOYEES LOCAL  
900**



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THIS COLLECTIVE AGREEMENT made and entered into this 26<sup>th</sup> day of July, 2011.

BETWEEN:

**CITY OF MERRITT**

A corporation under the provisions of the *Local Government Act* of the Province of British Columbia,  
(Hereinafter called the 'Employer')

PARTY OF THE FIRST PART

AND:

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 900**

Chartered by the Canadian Union of Public Employees and affiliated with the Canadian Labour Congress,  
(Hereinafter called the 'Union')

PARTY OF THE SECOND PART

**ARTICLE 1: PREAMBLE**

**WHEREAS** it is the desire of both parties to this Collective Agreement:

1. To maintain the existing harmonious relations and settled conditions of employment between the Employer and the Union.
2. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work, and scale of wages, etc.
3. To encourage economy in operation and efficiency in the provision of services to the public.
4. To promote the morale, well-being, and security of all the employees in the bargaining unit of the Union.
5. To develop and improve the City of Merritt so that its standard of service is a pride to both the workforce and management providing the services.

**AND WHEREAS** it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement. Provided, however, that except as otherwise provided in this Collective Agreement, the management, supervision, and control of the Employer's operation and the direction of the working force remain the exclusive functions of the management and provided further that such management and direction does not contravene the express provisions of this Collective Agreement.

NOW THEREFORE the parties hereto agree as follows:

**ARTICLE 2: RECOGNITION AND NEGOTIATIONS**

The Employer or anyone authorized to act on its behalf recognizes the Union as the sole collective bargaining agency for its employees classified and covered by this Collective Agreement and hereby consents and agrees to negotiate with the Union or any authorized committee thereof, in any and all matters affecting the relationship between the parties to this Collective Agreement, looking forward to a peaceful and amicable settlement of any difference that may arise between them.

**ARTICLE 3: NO DISCRIMINATION**

- 3.01 The Employer, its servants and agents agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, discipline, discharge, or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, nor by reason of his/her membership or lawful activity in a labour union.
- 3.02 The Parties agree that employees have the right to work in an environment free from personal or sexual harassment. Discrimination and harassment complaints may be processed as per the Discrimination Policy of the City of Merritt or may be filed as a grievance at Step 4 and will be handled with dispatch and confidentiality.
- 3.03 For the duration of this Collective Agreement, the parties agree that any alleged violations of the current Discrimination & Harassment Policy of the City of Merritt (adopted by Council on the 9<sup>th</sup> day of January 2001 by Council Resolution No. 16/01 and attached for the purpose of information to both parties to this Collective Agreement) may be grieved in accordance with Article 3.02.

It is agreed that the Union will be advised in writing, and be provided with a copy of the proposed amendment, in advance of the meeting at which any proposed amendment to the current Discrimination & Harassment Policy is being considered in order to provide the Union with the opportunity to address the proposed amendment.

#### **ARTICLE 4: UNION SECURITY**

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

#### **ARTICLE 5: CHECKOFF OF UNION DUES**

Upon employment, the employee concerned shall sign a Union dues check off card authorizing the Employer to deduct from his/her earnings and pay to the Union an amount equal to the current monthly Union dues, initiation fees and any assessment as established by the Union in accordance with its Constitution and/or Bylaws.

Deductions shall be made from the payroll period based on twenty-six (26) pay periods per year and shall be forwarded to the Secretary-Treasurer of the Union not later than the 10<sup>th</sup> day of the month following, accompanied by a list of all employees from whose wages the deductions have been made.

#### **ARTICLE 6: ACQUAINT THE NEW EMPLOYEES**

The Employer and the Union agrees to acquaint the new employees during working hours with the fact that a Collective Agreement between the parties is in effect and with the conditions of employment set out in Articles 4 and 5, dealing with Union Security and Check off of Union Dues.

New employees shall be presented with a copy of the Collective Agreement by the Employer on commencement of employment.

#### **ARTICLE 7: LABOUR MANAGEMENT NEGOTIATIONS**

- (a) Bargaining Committee – A Bargaining Committee shall consist of not more than five (5) representatives each of the Employer and the Union. The Union shall advise the Employer of the Union nominees to the Committee.
- (b) Representatives of the Canadian Union of Public Employees – The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer.
- (c) Meeting of the Bargaining Committee – In the event of either party wishing to call a meeting of the Bargaining Committee, the meeting shall be held at a time and place fixed by mutual agreement. Such meeting shall be arranged within ten (10) calendar days after the request has been made.

- (d) Function of the Bargaining Committee – The Bargaining Committee shall meet to discuss the renewal of the Collective Agreement or any other matters that may be referred to it under the terms of this Collective Agreement.
- (e) Time Off for Meetings – Any member of the Union on this Bargaining Committee, who is in the employ of the Employer, shall have the privilege of attending meetings of the Bargaining Committee held within working hours without loss of remuneration.
- (f) Correspondence Between Parties – All correspondence between the parties arising out of this Collective Agreement or incidental to this Collective Agreement shall pass to and from the City Administrator to and from the Local 900 Union office with copies to the local Chairperson.

#### **ARTICLE 8: LABOUR MANAGEMENT**

- (a) A Labour Management Committee shall consist of two (2) representatives of the Union and two (2) representatives of the Employer. Representatives of the Union shall meet with the Employer within working hours without loss of pay. The Labour Management Committee will meet at the request of either party. The Union shall have the right to have the assistance of a non-employee representative of the Canadian Union of Public Employees and the Employer shall have the right to have advisory counsel present.
- (b) The Labour Management Committee shall have jurisdiction to deal with work requirements, job descriptions, training, and retraining of employees due to technological changes. The Labour Management Committee shall have the power to make recommendations to the Employer or the Union, with respect to discussions held during Labour Management meetings.
- (c) Safety Committee  
The Parties will adopt guidelines for Joint Occupational Health and Safety Committees in compliance with rules and regulations set out by the Workers' Compensation Board.

#### **ARTICLE 9: SENIORITY**

- (a) Full-Time Employees  
A full-time employee is an employee in a posted position who has successfully completed probation and who works on an annual basis in a regularly scheduled work week (thirty five (35) to forty (40) hours). Full-time employees accumulate seniority from date of hire and are entitled to all benefits provided in the Agreement upon successful completion of probationary period.
- (b) Part-Time Employees  
A part-time employee is an employee in a posted position who has successfully completed probation and who works on an annual basis in a regularly scheduled work week but who does not work on a full-time basis. These employees, unless otherwise provided in this Agreement, accumulate seniority and are entitled to all benefits provided in this Agreement upon successful completion of probationary period.

(c) Casual Employees

A casual employee is any employee other than the posted full-time employees and posted part-time employees, posted seasonal employees and includes temporary employees, summer student employees and casual employees who may work a variety of schedules.

(d) Seasonal Employees

A seasonal employee is an employee who does not work on a year round, twelve (12) month basis and is subject to an annual lay off. A seasonal employee can work full time or part time hours and is one that works six (6) months or more per year and accrues at least fifty (50%) per cent of the hours of the comparable full time year round position.

In the second (2<sup>nd</sup>) year of employment upon recall, a seasonal employee shall have the option, at their choice to enroll in the benefits plan per Article 23 or opt out for the applicable in lieu percentage.

During the annual lay off period Article 23 (i) would not apply however, the employee can opt to continue their benefits during this period by paying the total cost of the premiums.

For purposes of calculating annual vacation and seniority by date of hire for both seasonal and casual employees when they obtain a year round posted full time position the following formula shall be used:

$$(A) \quad \frac{\text{Regular year round FTE hours } 2080/1820}{(B) \quad \text{Accrued Seniority Hours}} = (C) \text{ \# equivalent years/months}$$

Adjust employees original hire date by C. Vacation is calculated the same manner.

Employees shall have the choice of opting in only once, those employees who opt just to enter the Pension Plan shall have their in lieu percentage reduced by the amount of the Employer contribution to the plan.

Employees shall accrue vacation pay but not time off based on the percentages in Article 17.

It is understood that the applicable employees who are eligible upon ratification to choose the above provisions of benefits and pension immediately shall be identified by the parties. All other employees who meet the criteria shall be eligible per the terms above on recall.

- (e) Seniority is the length of service of employment with the Employer and shall apply on a bargaining-unit-wide basis. The employer shall maintain a seniority list showing date of hire for full time employees and the accrued straight time hours worked by part time or casual employees. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

(f) Seniority for New Employees

All newly hired employees shall be on probation for four hundred and eighty (480) hours (outside employees), four hundred and twenty (420) hours (inside employees) or five (5) calendar months whichever occurs first from the date of hiring. The employment of such employees may be terminated at any time during this period at the absolute discretion of the employer, provided however, that such discretion is not used in an arbitrary, perverse or capricious manner. After satisfactory completion of the probationary period, an employee shall acquire seniority effective from the original date of employment. If an employee is absent from work due to an emergency for a period that exceeds five consecutive working days during their probationary period, the probationary period shall be extended by that time.

(g) Seniority During Absence

If an employee is absent from work because of sickness, accident, or leave of absence approved by the Employer, the employee shall not lose seniority rights until a period of twenty four (24) months has elapsed. Thereafter, any extension may only be granted with the consent and agreement of the parties hereto.

(h) Loss of Seniority

Employees shall lose seniority in the event they:

1. Are discharged for just cause and not reinstated.
2. Resign.
3. Are absent from work in excess of three (3) working days without notifying the Employer unless such notice was not reasonably possible.
4. After a layoff, the employee fails to return to work within seven (7) calendar days, after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his/her current address.
5. Employees will be struck off the seniority list after a layoff of twelve (12) months.

(i) Seniority During Transfer to Supervisory Positions

Upon accepting a position not covered by this Collective Agreement, the employee shall maintain seniority in the position from which the Employee was transferred for a period to match the probationary period of the employment contract. While in such position, the employee may elect in writing to remain a member of the Union in which case union dues must be paid and seniority will accrue. Where the employee does not elect to remain a member of the Union, union dues will not be deducted and seniority will not accrue, but will be maintained for the probation period of their employment contract.

**ARTICLE 10: LAYOFF AND RECALL**

(a) Layoff and Recall Procedure

Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in reverse order of their seniority, provided that those employees retained are qualified to do the work. Provided employees being laid off are qualified, after orientation, to perform other work, then, an employee may bump laterally or downward any junior employee. Employees shall be recalled in order of their seniority, provided they are qualified to do the work. Provided also, that in the case of layoffs, the Union agrees that where the next junior employee is retained to complete a job in progress, the retaining of his/her services for a period not exceeding five (5) working days shall not be considered a violation of the Collective Agreement, and provided that employees laid off have not been doing similar work.

(b) Notice of Layoff

- (i) The Employer shall notify employees with seniority rights who are to be laid off, seven (7) calendar days before layoff is to be effective. The provision of this clause shall not apply because of temporary suspension of work due to inclement weather or conditions beyond the control of the Employer.
- (ii) Employees may request a layoff during all or part of the normal winter period. Such layoff would be subject to operational requirements. Such employees would not be eligible for pay, but would not lose seniority while on this layoff.
- (iii) When an emergency arises, employees may be recalled without normal recall notice being given.

(c) Mechanization or Technological Changes

No employee shall be dismissed or have his/her regular hours reduced by the Employer because of mechanization or technological changes. Where, as the result of technological change or mechanization, new or greater skills than those already possessed by the affected employee(s) are required, the employee(s) shall be allowed a period of time, not to exceed three (3) months or such longer time as the parties may mutually agree, to perfect or acquire the skills necessitated by the new method of operation. All time spent retraining or perfecting existing skills shall be at the Employer's expense and shall occur wherever possible during regular working hours. If the affected employee(s) changes classification or displaces another worker, they will suffer no reduction in normal earnings for a period of three (3) months.

The Employer agrees to notify the Union as far as possible in advance of its intention to introduce mechanization or technological changes. The Employer also agrees to engage the Union in meaningful discussion regarding training, job placement and implementation of proposed changes. Should the parties be unable to agree on the changes caused by the introduction of mechanization or technological changes, the matter will be referred to arbitration.

**ARTICLE 11: PROMOTIONS AND STAFFING CHANGES**

(a) Shall Notify Union

Prior to completing any staff changes or promotions covered by the terms of this Collective Agreement, the Employer shall post notice on all bulletin boards for a minimum of ten (10) working days in order that all members will know about the position and be able to make written application therefore. Such notice shall indicate that the position is open, and contain the following information: nature of position, required knowledge and education, ability and skills, shift, wage and salary rate. Such Notice of Posting may be completed concurrent with public advertising of the position. Where an employee is absent or laid off, the shop steward may submit an application on his/her behalf.

Qualified internal applicants will be given first preference.

For the purpose of continuity of the operation during the posting period, any staff change or promotion may, subject to recognition of the principle of seniority and required qualifications, be temporarily filled and only for a maximum period of twenty (20) days from the original date of the posting. Rates of pay during the maximum twenty (20) day period shall be paid in accordance with Article 20(b) of this Collective Agreement.

(b) Method of Making Appointments

Both parties recognize that job opportunity should increase in proportion to length of service. Therefore, in making staff changes, appointment shall be made of the applicant senior in service, and having the required qualifications, fitness, and ability. Subject to satisfactory completion of the probationary period for newly hired employees, the successful applicant shall be placed on a trial period for one (1) month. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, he/she shall be returned to his/her former position without loss of seniority or 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. The trial period may be extended by one (1) month by mutual agreement of the parties.

(c) Union Notification

The Unit Chairperson and the CUPE Local 900 Union office shall be notified in writing by the Employer of all promotions, demotions, hiring's, layoffs, transfers, recalls, resignations, retirements, deaths, and other terminations of employment.

**ARTICLE 12: GRIEVANCE AND ARBITRATION PROCEDURE**

- (a) The Employer acknowledges the right of the Union to appoint, or otherwise select, a Grievance Committee of three (3) members who shall be employees of the Employer. The members of the Grievance Committee shall be communicated to the Employer.
- (b) Should a dispute arise between the Employer and any employee(s) regarding the interpretation, meaning, operation or application of this Collective Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Collective Agreement has been violated, or should any other dispute arise, an earnest effort shall be made to settle the dispute in the following manner:

Grievances shall be initiated with all dispatch but at all times within ten (10) working days from the alleged occurrence of the event giving rise to the grievance.

Step 1 The aggrieved employee shall first refer the grievance in writing to his/her representative who in turn shall discuss the matter with the immediate supervisor involved in an earnest effort by both parties to resolve the matter whether an individual grievance or policy or group grievance. Written particulars and the remedy sought shall be provided at that time. To that end, the supervisor shall confirm in writing his/her decision within five (5) working days from the time the matter was brought to his/her attention by the Union representative.

- Step 2 If the dispute is not resolved in Step 1, within five (5) working days after the receipt of the Step 1 decision, the Union will submit to the Department Head a written statement of the particulars of the grievance and the remedy sought. A meeting may be scheduled at this time to discuss the grievance. The Department Head shall render his/her decision within four (4) working days after receipt of such notice or meeting.
- Step 3 Failing satisfactory settlement within two (2) working days after the receipt of the Step 2 decision, the Union will submit to the Administrator a written statement of the particulars of the grievance and the remedy sought. A meeting may be scheduled at this time to discuss the grievance. The Administrator shall render his/her decision within four (4) working days after receipt of such notice or meeting.
- Step 4 Failing a resolution being reached in Step 3, application shall be made to Council in writing within two (2) working days following receipt of the Step 3 decision stating the grievance concerned and a hearing shall be arranged by Council within ten (10) working days following the application.
- Step 5 Failing a satisfactory settlement within at least seven (7) working days after the dispute was first discussed at Step 4, either party may refer the dispute to a Board of Arbitration within at least thirty (30) days of receiving a decision on the dispute at Step 5.

Upon establishment of a Board of Arbitration, the Employer shall appoint one (1) member to this Board, and the Union shall appoint one (1) member to this Board, and these two (2) appointees shall agree upon a Chairperson; in the event that these two (2) appointees cannot agree upon a Chairperson, the Minister of Labour shall appoint a Chairperson. The report of this Board of Arbitration shall be final and binding to the parties to this Collective Agreement, but shall not have the power to change the terms of this Collective Agreement.

Each party shall pay:

1. The fees and expenses of the arbitrator it appoints.
  2. One-half (1/2) the fees and expenses of the Chairperson.
- (c) Where a dispute involving a question of general application or interpretation occurs, Steps 1 and 2 of this Article may be by-passed.
- (d) Replies to the grievances shall be in writing at all stages.

- (e) Grievances settled satisfactorily within the time allowed shall date from the time that the grievance was filed.
- (f) The Employer shall supply the necessary facilities for the grievance meetings.
- (g) The time limits fixed in the grievance procedure may be extended by the consent of the parties to this Collective Agreement.
- (h) At any stage of the grievance procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties to have access to any part of the Employer's premises to view any working conditions, which may be relevant to the settlement of the grievance.
- (i) Employees concerned shall have access to the employee's personal files in order to properly investigate a grievance at any time pursuant to City of Merritt Access to Personnel Files Procedure.
- (j) Both parties may agree to refer the matter in dispute to either a sole arbitrator or have the matter resolved through expedited arbitration.

#### **ARTICLE 13: DISCHARGE AND SUSPENSION**

- (a) (i) If an employee is to receive discipline whether a verbal reprimand or written reprimand up to and including a suspension or termination that is to be placed on the record into the employee's personnel file, the employee shall have the right to have Union representation present when being disciplined.
- (ii) An employee may be suspended or dismissed only for just cause and only upon the authority of the Department Head. Such employee and the Union shall be advised promptly in writing by the Department Head of the reason for such dismissal or suspension.  
  
Just cause shall not include the refusal of an employee to cross the picket line of a legal strike.
- (b) An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 12: Grievance Procedure. Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases.
- (c) Should it be found, upon investigation, that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in his/her former position, without loss of seniority rating, and shall be compensated for all time lost, in an amount equal to his/her normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration if the matter is referred to such a Board.
- (d) Whenever possible, an employee who intends to terminate his/her services with the Employer, shall give notice in writing to the Employer to the extent of seven (7) calendar days if employed by the hour, or thirty (30) calendar days if employed by the month.

- (e) Employees shall have access to the Employee's personnel file pursuant to the city of Merritt Access to Personnel Files Procedure.

#### ARTICLE 14: HOURS OF WORK

(a) Hours

Except for the special classifications hereinafter set out, the normal workweek for hourly paid outside employees shall consist of five (5) eight (8) hour days, from Monday to Friday, inclusive. The normal workweek for hourly paid office employees shall consist of five (5) seven (7) hour days, from Monday to Friday, inclusive.

The normal workday for hourly paid outside employees is not to commence before 7:00 a.m., nor finish later than 3:30 p.m. No eight (8) hour shift shall be spread over a period longer than eight and one-half (8-½) hours, with one-half hour off for lunch.

The normal workday for hourly paid office employees shall not commence before 8:30 a.m., nor finish later than 4:30 p.m. No seven (7) hour shift shall be spread over a period longer than eight (8) hours, with one hour off for lunch. Seasonal variations of the normal workday may be made by mutual agreement of the parties to this Collective Agreement.

By-Law Services Officer

The position of By-Law Services Officer will be a forty (40) hour week. The normal workday will be between 6:00 am and 9:00 pm. The position will work a rotating shift including Saturday and Sunday as required. Shift details to be agreed by both parties.

Community Policing Office Coordinator

The position of Community Policing Office Coordinator will be a thirty five (35) hour week. The normal workday will be between 6:00 am and 9:00 pm. The position will work a rotating shift including Saturday and Sunday as required. Shift details to be agreed by both parties.

Except as hereinafter provided, the hours of work shall be:

<u>Hourly Paid Outside Employees</u>	7:00 am to 12:00 noon 12:30 pm. to 3:30 p.m. 5:00 am to 1:30 pm (1/2 hour lunch – Sweeper) 5:00 am to 1:30 pm (1/2 hour lunch – Bin Truck)
<u>Hourly Paid Office Employees</u>	8:30 am to 4:30 pm With one (1) hour for lunch.
<u>General Duty Clerk</u>	Any four (4) consecutive hours Monday to Friday
<u>Hourly Paid Office Employees (RCMP)</u>	Either 7:00 am to 3:30 pm Or 8:00 am to 4:00 pm Or 8:30 am to 4:30 pm With one (1) hour for lunch.

Leisure Services Staff

Hours of work to include evening and weekend shifts with the incumbents required to be available for scheduled events as per demand.

Wastewater Treatment Plant Operators

The position will be forty (40) hours per week. The normal hours and days of work shall be Monday to Friday, 7:00 am to 3:30 pm. This position will work a rotating shift involving Saturday and Sunday as required. Shift details shall be agreeable to both parties.

(b) Minimum Hours

In the event of an employee starting work in any day and being sent home before the employee had completed four (4) hours, the employee shall be paid for four (4) hours. In the event that an employee reports to work, but is sent home before commencing work, the employee shall be paid for two (2) hours at regular rates.

(c) Rest Periods

- (i) All employees who work six (6) or more hours per shift shall be permitted a reasonable length of time for a rest period, not to exceed fifteen (15) minutes, in both the first and second half of a shift at a time designated in writing from time to time by the City Administrator.
- (ii) All employees who work four (4) or more hours per shift, but less than six (6) hours per shift shall be entitled to one (1) fifteen (15) minute rest period.
- (iii) An employee must be given a lunch break of at least ½ hour after five (5) consecutive hours worked.

- (d) Provided there is no additional cost, and by mutual agreement of the parties, different work schedules may be implemented on an as needed basis and on a departmental basis.

**ARTICLE 15: OVERTIME**(a) Overtime Rates on Weekdays

All time worked beyond the normal workday shall be deemed to be overtime. Overtime shall be paid for at the rate of time and one-half (1 1/2) for the first one (1) hour and double time after one (1) hour in any one-day or shift.

(b) Overtime Rates on an Employee's Days of Rest and Statutory Holidays

All time worked on an employee's scheduled days of rest shall be paid based on double time. All time worked on Statutory Holidays shall be paid on the basis of double time for every hour worked in addition to the employee's regular Statutory Holiday pay.

(c) No Layoff to Compensate for Overtime

Employees shall not be required to lay off regularly scheduled hours to equalize any overtime worked. Shift schedules may not be changed for the sole purpose of eliminating overtime.

(d) Minimum Call Back Time

Every employee who is called out and required to work in an emergency outside their regular working hours shall be paid for a minimum of two (2) hours at double time and shall be paid from the time they leave their home to report for duty until the time they arrive back upon proceeding directly from work. The word "emergency" above being the instance when an employee does not receive notification during his/her regular working hours.

(e) Compensatory Time Off for Overtime Payment

C.T.O. for overtime will be allowed only at the request of the worker. This request will be made by stating C.T.O. on the timesheet when it is being completed. Compensatory time off will be at the same premium as applicable to overtime, i.e. one and one-half (1½x) or double (2x) the hours worked.

Subject to approval by Revenue Canada an employee will also have the option of having C.T.O. hours transferred into an RRSP.

The time to be taken off will be recorded by the payroll clerk together with the job number and the rate. No person shall be allowed to use in excess of fifteen (15) working days C.T.O. in any calendar year.

When C.T.O. is to be taken, the same procedure in respect to notice and the consent of the foreman shall be required as with annual vacations.

By March 31<sup>st</sup> of the current year employees C.T.O. may be either transferred into an RRSP; paid out; or taken in time off which should be scheduled by December 31<sup>st</sup> of the previous year. Failure to schedule by December 31<sup>st</sup> of the previous year will result in C.T.O. pay out by March 31<sup>st</sup>.

## ARTICLE 16: RECOGNIZED STATUTORY HOLIDAYS

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

New Year's Day	Canada Day	Remembrance Day
Good Friday	B.C. Day	Christmas Day
Easter Monday	Labour Day	Boxing Day
Victoria Day	Thanksgiving Day	

And any other day proclaimed or declared by the Federal, Provincial, or Municipal Governments as a holiday.

When a recognized Statutory Holiday falls on a normal non-working day and no other day is declared in substitution thereof, employees shall receive a day off work in lieu of the Statutory Holiday at their regular rate of pay. Such day off to be taken at the discretion of the immediate Supervisor within thirty (30) days.

## ARTICLE 17: ANNUAL VACATIONS

Effective the first of the calendar year following their date of hire all employees shall be entitled to annual vacation in accordance with the following schedule:

Part time employees will be allowed to bank vacation pay and to take vacation at a time mutually agreed between the employee and his/her supervisor.

### (a) Length of Vacation

Employees covered by this Collective Agreement shall be entitled to vacation and vacation pay for each year of service, as follows:

Less than one (1) year – one (1) day for each full month of work for the full time employee. Four percent (4%) of the gross wages earned by the part time employee.

After one (1) year – Fifteen (15) working days for full time employees. Six percent (6%) of the gross wages earned by part time employees.

After seven (7) years – Twenty (20) working days for full time employees. Eight percent (8%) of the gross wages earned by part time employees.

After fifteen (15) years – Twenty-five (25) working days for full time employees. Ten percent (10%) of the gross wages earned by part time employees.

After twenty (20) years – Thirty (30) working days for full time employees. Twelve percent (12%) of the gross wages earned by part time employees.

(b) Vacation During Temporary Layoff

Employees with seniority may defer payment of vacation pay during temporary layoff, provided that written notice is filed with the Department Head within two (2) days of receipt of layoff notice.

(c) Preference in Vacations

Provided the work schedule permits, all employees shall be granted the vacation period preferred by the employee, at such time as may be mutually agreed upon by the Employer and employee. Preference in choice of vacation dates shall be determined by seniority of service. Employees shall submit vacation requests by March 1<sup>st</sup> and the Employer shall either confirm the dates requested by each employee or discuss alternate dates with the employee no later than March 31<sup>st</sup>. Should the Employer fail to confirm the dates preferred by the employee, or fail to discuss alternate dates, the suggested dates shall be deemed to be confirmed. In any case all vacation arrangements shall be finalized on or before April 30<sup>th</sup>, unless otherwise mutually agreed.

(d) Annual Vacations

Annual vacations shall be taken yearly. At the start of every calendar year, each employee's accrued vacation shall not exceed the previous year's entitlement, except by mutual written agreement.

(e) Vacation Entitlement While On Layoff or Leave

Employees who do not work a full year by reason of layoff or leave shall have their vacation entitlement and vacation pay prorated for actual time worked.

**ARTICLE 18: SICK LEAVE PROVISIONS**(a) Sick Leave Defined

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled.

(b) Amount of Sick Leave

Sick leave shall be granted to employees based on one and one-half (1½) days for every month of service.

Employees on sick leave earn sick leave credits. Employees who do not work ten (10) days in a calendar month do not earn sick leave credits. Pool employees who receive sick leave credits may earn sick leave credits during the annual pool shutdown.

In any year where an employee has not had sick leave or only a portion thereof, he/she shall be entitled to an accrual of the entire unused portion of sick leave for future benefits. From the effective day of this Collective Agreement, unused sick leave shall continue to accrue to a total of one hundred and eighty (180) days. A deduction shall be made from accumulated sick leave of all normal working days (exclusive of vacation or Statutory Holidays) absent for sick leave as defined in (a).

(c) Sick Leave During Leave of Absence

When an employee is given leave of absence without pay for any reason, or is laid off on account of lack of work and returns to the service of the Employer upon expiration of such leave of absence or layoff, he/she shall not receive sick leave credit for the period of such absence, but shall retain his/her cumulative credit, if any, existing at the time of such leave or layoff.

(d) Sick Leave Without Pay

Sick leave without pay for a period not exceeding twelve (12) months shall be granted to an employee who does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for which sick leave with pay is granted. Extension in excess of twelve (12) months may only be granted by mutual agreement between the parties hereto.

(e) Sick Leave Records

The Employer shall keep a record of all unused sick leave; any employee is to be advised, on application, of the amount of sick leave accrued to his/her credit.

(f) Accumulated Sick Leave Pay

Employees who retire or terminate shall receive a payout of accrued sick leave on the following basis:

- (i) Employees who have accrued ninety (90) days sick leave to their credit shall receive a cash payout equal to one-half ( $\frac{1}{2}$ ) a month's pay at his/her regular rate. Subject to approval of Revenue Canada, cash payout may be transferred to an RRSP.
- (ii) Employees who have accrued one hundred and eighty (180) days sick leave to their credit shall receive a cash payout equal to one (1) month's pay at his/her regular rate. Subject to approval of Revenue Canada, cash payout may be transferred to an RRSP.

(g) Time Off for Medical and/or Dental Appointments

Where it is not possible to schedule medical and/or dental appointments outside of regularly scheduled working hours, reasonable time off for medical and dental appointments for employees shall be permitted, but where any such absence exceeds two (2) hours, the full time absent shall be charged to sick leave.

(h) Sick Leave Abuse

Where either party has a perception of sick leave abuse then, annually, at January 1, either party may request a Collective Agreement reopener on this Article. Where the parties are unable to resolve the matter, then recourse to a mutually agreeable third party with binding authority can be triggered.

(i) Sick Leave While on Vacation

Employees who become seriously ill while on vacation and have a certificate from their doctor, will have their absence taken from their accumulated sick leave and will have vacation days credited to them.

**ARTICLE 19: LEAVE OF ABSENCE**(a) For Union Business

The Employer agrees that, where permission has been granted by the Employer and said permission shall not be unduly or arbitrarily withheld, to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to the investigation of a grievance or representing an employee in a disciplinary action, they shall suffer no loss of pay for time so spent.

(b) Union Conventions and Seminars

Leave of absence up to a maximum of twenty (20) days, per delegate, without pay and without loss of seniority shall be granted upon request in writing to the Employer, to employees elected or appointed to represent the Union at Union Conventions, Seminars and/or monthly Union or all chair meetings and a reply in writing will be given within three (3) days after such request has been made. One (1) week's notice shall be given to the Employer. Only one (1) delegate from a department can be granted leave at one time.

The authorized Unit Chair or alternate shall be permitted four (4) hours (to be billed to the Union) per month Leave of Absence without loss of pay or seniority for the purpose of Union administration.

(c) Bereavement Leave

All employees shall be granted the maximum of five (5) days leave, without loss of pay, in case of death of a relative in the employee's family, i.e. wife, husband, common-law spouse, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, grandchildren, grandparents, stepchildren, stepparents.

One-half (1/2) day shall be granted without loss of salary or wages to attend a funeral, provided such employee has the approval of the employee's supervisor.

(d) Leave for Union Officers or Public Office

Any employee who is elected or selected for a full or part-time position with the Union, or any body with which the Union is affiliated, or who is elected to public office, shall be granted a period of one (1) year leave. Such leave shall be renewed each year during the employee's term of office. The employee shall retain the employee's former position, upon return or any other position if there is a vacancy and the employee's seniority and qualifications permit.

(e) Maternity Leave

Maternity leave shall be granted consistent with the terms of the Employment Standards Act as amended from time to time.

(f) Compassionate Leave

All employees shall be granted the maximum of five (5) days leave with pay, which shall be deducted, from sick leave, C.T.O., or vacation in the case of a life threatening, serious, severe, grave, critical or acute illness, accident, or emergency of a spouse, child, or parent of an employee.

If the time off exceeds five (5) days, the Employer will endeavor to accommodate an employee, because of distance, and length of time required, by applying compensatory time off and/or vacation as mutually agreed.

(g) General Leave

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

Subject to carrier approval, employees on general leave may continue to maintain benefit coverage by paying the total cost of premiums.

(h) Jury Duty

The Employer shall pay an employee who is required to serve as a juror or subpoenaed court witness the difference between his/her normal earnings and the payment he/she received for jury service or court witness. The employee will present proof of service and the amount of pay received. This provision does not apply to a proceeding in which the employee is a direct party.

(i) Family Responsibility Leave

An employee is entitled to up to five (5) days, which shall be deducted from accumulated sick leave, during each employment year for the care, health, or education of a child in the employee's care; or the care or health of any other member of the employee's immediate family i.e. wife, husband, common-law spouse, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, grandchildren, grandparents, stepchildren, stepparents.

## ARTICLE 20: PAYMENT OF WAGES AND ALLOWANCES

(a) Pay Days

The parties agree that all employees will have their pay directly deposited into a designated account every second Thursday. On each pay day, employees shall be provided with an itemized statement of their wages and deductions.

(b) Pay During Temporary Transfers

If any employee substitutes on any job during the absence of another employee, or performs duties of a higher classification, he/she shall receive the rate for the job, or his/her regular rate, whichever is the greater. The higher rate shall be paid for a minimum of four (4) hours in cases where employees work four (4) hours or less in the higher classification and for a minimum of eight (8) hours in cases where such work exceeds four (4) hours. This rate shall apply for payment of statutory holidays, vacations, and sick leave, providing such employee has worked in the above capacity for a majority of the hours in the pay period preceding such statutory holiday, vacation, or sick leave.

(c) "Standby" Pay

Employees who are requested and agree to standby shall be paid forty-five dollars (\$45.00) for each Friday, Saturday, Sunday evening or prior to a statutory holiday. In addition, standby for recognized holidays shall be at forty-five dollars (\$45.00). All other standby shall be at thirty-five dollars (\$35.00). Subject to approval by Revenue Canada, standby pay may be transferred into an RRSP.

(d) Shift Differential

Employees shall receive "seventy-nine cents (\$0.79)" per hour additional compensation for working on shifts other than the normal workday, excluding seasonal help. Shift differential shall increase by the percentage equivalent to future wage increases. Employees at Civic Centre shall be exempt from this provision.

## Shift Differential

January 1, 2011 - \$0.91

January 1, 2012 - \$0.93

January 1, 2013 - \$0.95

January 1, 2014 - \$0.97

Full time and regular part time Aquatic staff shall be entitled to this clause for hours worked beyond 6:00 pm.

(e) Saturday and Sunday Bonus

All employees, except Leisure Services employees, whose normal week includes work on Saturday and/or Sunday, shall receive one (1) hour extra straight time pay for each Saturday and/or Sunday worked.

(f) Occupational First Aid Ticket

Where required by the Workers' Compensation Board of British Columbia, an employee designated by the Employer to possess a valid Occupational First Aid Ticket "Level III" shall be paid a twenty-five dollar (\$25.00) premium a month.

(g) Dirty Pay

Employees shall be paid a premium of one dollar twenty-five cents (\$1.25) per hour or part thereof when required to work directly with hot asphalt, crack sealing, raw sewage and dead animals.

Employees shall be paid a premium of one dollar twenty-five cents (\$1.25) per hour when cleaning feces or vomit. Cashiers who are assigned to clean washrooms will be paid a premium of one dollar twenty-five cents (\$1.25) per hour.

(h) Aquatic Centre – Annual Closure

Pool employees shall be able to bank one-half (½) hour per shift to be used during the annual pool closure.

**ARTICLE 21: JOB RECLASSIFICATION AND TRAINING**

Where the Employer creates a new position or substantially changes an existing job classification, then the parties agree to meet and discuss the new wage rate and, failing resolution, then recourse to a mutually agreeable third party with binding authority can be triggered.

The Employer agrees that:

- (a) Job training is a benefit to both employees and the Employer.
- (b) That training equips employees to be promoted whenever suitable vacancies arise.
- (c) That particular positions require specialized skills (e.g. R.C.M.P., Sewer Treatment Plant), and that trained relief staff are a mutual objective in these sensitive positions.
- (d) The parties will review training at the Labour Management Relations Committee, with a view to achieving these objectives.
- (e) Job Training Program

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

(f) Instructional Courses

The Employer agrees to pay the full cost of any course of instruction required by the Employer for any employee to better qualify the employee to perform his/her job. Such payment shall be made upon successful completion of the course. The Employer shall pay any associated costs for courses, such as accommodations, meals, mileage, and transportation.

The cost of re-certification for affected aquatic staff shall be paid by the Employer, provided re-certification is done with the City.

Where the employee quits less than six (6) months after completion of such courses, then the cost of the course and associated costs will be reimbursable to the Employer.

Leave to attend instructional courses will be without loss of regular pay except by mutual agreement. Full time and part time aquatic staff will not have their work schedules altered to accommodate training.

**ARTICLE 22: SUPPLEMENTATION OF COMPENSATION AWARD**

An employee prevented from performing his/her regular work with the Employer on account of an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Compensation Act, shall receive from the Employer the difference between the amount payable by the Workers' Compensation Board and his/her regular salary. The amount paid shall be deducted from the accumulated sick leave of the employee.

**ARTICLE 23: BENEFITS**

If the employee chooses to participate in Article 23 (b), (c), (d), (e) or (f), the employee will be required to complete the appropriate application forms for submission to the applicable benefit plan underwriters.

In reference to Article 23 (a) and (g), the employee will make application for benefits with the applicable Benefit Plan underwriters.

If an employee does not qualify for coverage by the Insurer, the Employer is not liable for benefit coverage.

The Employer will contact insurers to underwrite a plan or plans for the benefit coverage herein stated:

(a) Pension Plan

Employees shall participate in the existing pension plan in accordance with the terms of the plan and in any future plan that may be entered into by mutual agreement of the parties hereto.

(b) Medical Services

The Employer shall contribute one hundred percent (100%) of the premium of the recognized Medical Plan for all present employees.

(c) Extended Health Services

The Employer shall contribute one hundred percent (100%) of the premiums of a mutually agreed Extended Health Benefits plan for all employees.

Extended health coverage to include eyeglass coverage up to two hundred dollars (\$200), within any two (2) year period.

(d) Group Life Insurance

The Employer shall contribute one hundred percent (100%) of the premiums of a mutually agreed Group Life Insurance. The Employer agrees to arrange coverage in the amount of two (2) times the Employee's annual wage.

(e) Group Dental Plan

The Employer shall contribute one hundred percent (100%) of the premiums of a mutually agreed Dental Plan. This is to be:

Plan A: Benefits at one hundred percent (100%) of costs.  
Plan B: Benefits at eighty percent (80%) of costs.

(f) Accidental Death and Dismemberment

The Employer shall contribute one hundred percent (100%) of the premiums of a mutually agreed Accidental Death and Dismemberment Plan.

(g) Long Term Disability Plan

The Employer will arrange long term disability benefits with a mutually agreed Long Term Disability Plan. The Employee shall pay one hundred percent (100%) of the premiums.

(h) Supply of Clothing

Whenever it is determined by the Public Works Manager that protective clothing is required or needs to be replaced after being turned in, then such clothing will be supplied. Protective clothing includes: coveralls, rubber coveralls, gloves, rain gear, hard hats and rubber boots.

The Building Inspector shall be entitled to the above clothing.

Aquatic Centre employees, except cashiers, shall be entitled to a bathing suit allowance of one hundred (\$100.00) dollars per employee payable on the first pay period in January conditional on the employee working a minimum of one hundred (100) hours in the previous year.

(i) Continuation of Benefits(i) Temporary Layoffs

In cases of temporary layoffs, the Employer agrees to maintain the payment of the premiums paid by the Employer; these being Medical Services Plan, Medical Services Association, current Benefits Plan Provider, and any other coverages as may be negotiated by the Union and the Employer for a maximum period of four (4) months.

Subject to carrier approval, where the layoff exceeds four (4) months, then the employee may continue to maintain coverage by paying the total cost of premiums.

(ii) Employee Retirement

Subject to carrier approval, in the case of the retirement of a long-term employee, eligible for pension, the Employer shall maintain the premiums for the Medical Services Plan and the Dental Plan for a bridging period of one (1) month. Coverage does not include any other benefits.

(j) Post 65 Benefits

Post 65 benefits, if available are subject to carrier approval. If an employee does not qualify for coverage by the Insurer, the Employer is not liable for benefit coverage.

**ARTICLE 24: IN LIEU OF BENEFITS**

- (a) Casual employees and part-time employees working less than twenty (20) hours per week are entitled to sixteen percent (16%) of their basic wage in lieu of all benefits. In lieu of benefits to include Article 17 – Annual Vacations, Article 18 – Sick Leave Provisions and Article 23 - Benefits.
- (b) Part-time employees who are regularly scheduled at twenty (20) hours or more per week shall be entitled to either benefits pursuant to Article 23 or in lieu as described above.
- (c) In lieu allowance is payable on each pay period.
- (d) Any employee who receives in lieu of benefits percentage and opts to enter into the Pension Plan shall have their in lieu percentage reduced by the amount of the Employer contribution to the plan.

**ARTICLE 25: CONTRACTING OUT**

The Employer has the right to contract out any work. However, contracting out shall not affect the continued employment of those qualified employees covered by this Collective Agreement, except seasonal employees.

For the purposes of this clause, a seasonal employee is one who is employed on seasonal projects.

In recognition of the Employer's obligation to the 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 thirty (30) working days of receiving said cost estimate.
2. The Officers of the Union local will provide a letter to the City Council offering suggestions and incentives for doing work "in house" which is currently being contracted out.
3. As a result of employees being displaced by the contracting out of their jobs, the parties agree there may be a need and/or opportunity for retraining and it is therefore desirable to develop a process for such retraining. This process will be developed through the Labour Management Committee.
4. Employees who are displaced by the contracting out of their jobs shall have the option of receiving severance pay at a rate of one (1) weeks pay for each year of seniority to a maximum of ten (10) weeks upon severing his/her employee/Employer relationship. The employee shall have up to three (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.

## **ARTICLE 26: GENERAL CONDITIONS**

### (a) Strike at Employer's Premises

In the event any other employees of the Employer engage in a strike or refusal to work, and place or maintain pickets at the Employer's premises, then any refusal to work or failure to cross such picket line by members of this Union shall not be considered a violation of this Collective Agreement. In consideration of the provisions of this section, the Union agrees to person those essential services that are necessary to protect the health of the citizens, namely water and sewer.

### (b) Bulletin Boards

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

### (c) Retirement Benefits

In the event that the employee does not qualify for superannuation, the City will pay employees the equivalent funds that would have been paid into the pension fund for his or her years of service.

**ARTICLE 27: PRESENT CONDITIONS AND BENEFITS**

All rights, benefits, and working conditions that employees now enjoy, receive, or possess as employees of the Employer shall continue to be enjoyed and possessed insofar as they are consistent with this Collective Agreement, but may be modified by mutual agreement between the Employer and the Union.

**ARTICLE 28: OUTSIDE EMPLOYMENT**

The Employer agrees not to hire any person for full time work if such person intends to remain employed full time with another employer.

**ARTICLE 29: TERM OF COLLECTIVE AGREEMENT**

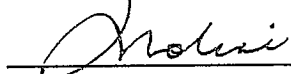
**THIS COLLECTIVE AGREEMENT**, unless changed by mutual consent of both parties hereto, shall be in force and effect from and after the first day of January, 2011 and up to and including December 31<sup>st</sup>, 2014, and thereafter from year to year unless either party to this Collective Agreement gives notice to commence collective bargaining in accordance with the Labour Relations Code of British Columbia.

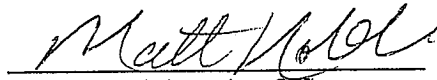
During the period of collective bargaining, this Collective Agreement shall continue in full force and effect.

**IN WITNESS WHEREOF, BOTH PARTIES HERETO HAVE EXECUTED THESE PRESENTS:**


ON THE 26<sup>th</sup> DAY OF JULY, 2011

SIGNED ON BEHALF OF THE  
CITY OF MERRITT:

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Chief Administrative Officer

SIGNED ON BEHALF OF CUPE LOCAL 900

  
\_\_\_\_\_  
C.U.P.E. 900 President

  
\_\_\_\_\_  
Bargaining Committee Member

  
\_\_\_\_\_  
Bargaining Committee Member

  
\_\_\_\_\_  
Bargaining Committee Member

**SCHEDULE "A"**  
**Current Rates**

		1.50%	1.75%	1.75%	2.00%
<b>GROUP</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>
<b>Group AA</b> General Duty Clerk	\$19.23	\$19.52	\$19.86	\$20.21	\$20.61
Group A Labourer Clerk Typist	\$23.19	\$23.54	\$23.95	\$24.37	\$24.86
<b>Group B</b> Community Policing Coordinator Driver (All Trucks) Gardener Equipment Operator I (Roller, Flush Truck) RCMP Clerk Records Reviewer Accounting Clerk Bylaw Services Officer I (Animal Control, Parking Enforcement, Complaint Investigation) Court Liaison	\$24.37	\$24.74	\$25.17	\$25.61	\$26.12
<b>Group C</b> WWTPO I (Certified) Sweeper Operator	\$25.35	\$25.73	\$26.18	\$26.64	\$27.17
<b>Group D</b> Equipment Operator II (Loader, Backhoe, Grader) Trades (Not Licensed) Bylaw Service Officer II (Bylaw Officer I plus Business License and Bylaw Prosecution) WWTPO II (Certified)	\$25.81	\$26.20	\$26.66	\$27.13	\$27.67
<b>Group E</b> Senior Accounting Clerk I Development Services Officer I Development/Engineering Tech Accounts Payable/Payroll	\$26.44	\$26.84	\$27.31	\$27.79	\$28.35
<b>Group F</b> WWTPO III (Certified) Senior Accounting Clerk II (After one (1) year as Senior Accounting Clerk I) Development Services Officer II (After one (1) year as Development Services Officer I) Utilities and Road Working Foreman Parks and Horticulture Working Foreman	\$27.75	\$28.17	\$28.66	\$29.16	\$29.74
<b>Group G</b> Cross Connection Control Coordinator Working Foreman Trades (Certified) Senior Accounting Clerk III (After one (1) year as Senior Accounting Clerk II) Development Services Officer III (After one (1) year as Development Services Officer II)	\$28.87	\$29.30	\$29.81	\$30.33	\$30.94

<b>Group H</b> Building Inspector I* Mechanic Foreman	\$32.56	\$33.05	\$33.63	\$34.22	\$34.90
<b>Group I</b> Building Inspector II*	\$33.83	\$34.34	\$34.94	\$35.55	\$36.26
<b>Group J</b> Building Inspector III*	\$35.09	\$35.62	\$36.24	\$36.87	\$37.61

\* As determined by Provincial Regulatory Authorities (or deemed equivalency by the employer)

**SCHEDULE "B"**  
**Leisure Services Rates**

<b>GROUP</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>
Lifeguard Cashier	\$16.40	\$16.65	\$16.94	\$17.24	\$17.58
Lifeguard Instructor I	\$17.52	\$17.78	\$18.09	\$18.41	\$18.78
Lifeguard Instructor II	\$18.49	\$18.77	\$19.10	\$19.43	\$19.82
Head Lifeguard Facility Programmer	\$20.76	\$21.07	\$21.44	\$21.82	\$22.26
Maintenance Labourer	\$23.19	\$23.54	\$23.95	\$24.37	\$24.86
Pool Supervisor	\$24.04	\$24.40	\$24.83	\$25.26	\$25.76

Relief Supervisor: Shall be paid at a rate of ten percent (10%) over their rate when assigned by the Employer.

Letter of Understanding #1 – Aquatic Centre Cashiers

BETWEEN: THE CITY OF MERRITT

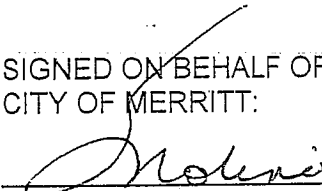
AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 900


RE: AQUATIC CENTRE CASHIERS

The parties agree that the Aquatic Centre Cashiers except those with part time or casual designation will be classified as full time employees but will continue to work variable hours in accordance with current practice.

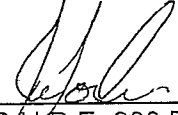
DATED THIS 26<sup>th</sup> DAY OF JULY, 2011

SIGNED ON BEHALF OF THE  
CITY OF MERRITT:

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Chief Administrative Officer

SIGNED ON BEHALF OF CUPE LOCAL 900

  
\_\_\_\_\_  
C.U.P.E. 900 President

  
\_\_\_\_\_  
Bargaining Committee Member

  
\_\_\_\_\_  
Bargaining Committee Member

  
\_\_\_\_\_  
Bargaining Committee Member

Letter of Understanding #2 – Current Flex Time Arrangement

BETWEEN: THE CITY OF MERRITT

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 900

RE: CURRENT FLEX TIME ARRANGEMENT

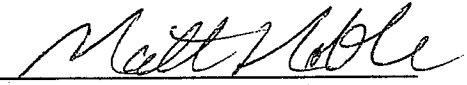
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The parties agree that the current flex time arrangement may be changed by mutual agreement of the parties, or failing mutual agreement, either party may give thirty (30) days written notice in which case the flex time arrangement will cease and the work day will revert to hours as providing in Article 14(a).

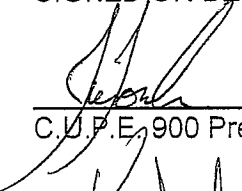
DATED THIS 26<sup>th</sup> DAY OF JULY, 2011


SIGNED ON BEHALF OF THE  
CITY OF MERRITT:

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Chief Administrative Officer

SIGNED ON BEHALF OF CUPE LOCAL 900

  
\_\_\_\_\_  
C.U.P.E. 900 President

  
\_\_\_\_\_  
Bargaining Committee Member

  
\_\_\_\_\_  
Bargaining Committee Member

  
\_\_\_\_\_  
Bargaining Committee Member

Letter of Understanding #3 - Minimum Hours Pertaining to Article 14 (b)

BETWEEN: THE CITY OF MERRITT

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 900

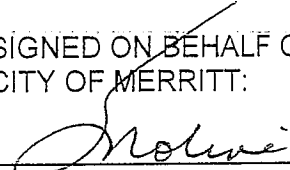
RE: MINIMUM HOURS PERTAINING TO ARTICLE 14 (b)

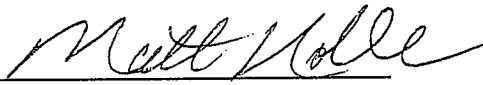
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The parties agree and it is understood that minimum hours referred to in Article 14 (b) does not apply to secondary school students working on a school day or program instructors.

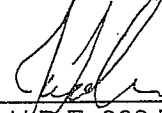
DATED THIS 26<sup>th</sup> DAY OF JULY, 2011

SIGNED ON BEHALF OF THE  
CITY OF MERRITT:

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Chief Administrative Officer

SIGNED ON BEHALF OF CUPE LOCAL 900

  
\_\_\_\_\_  
C.U.P.E. 900 President

  
\_\_\_\_\_  
Bargaining Committee Member

  
\_\_\_\_\_  
Bargaining Committee Member

  
\_\_\_\_\_  
Bargaining Committee Member

Letter of Understanding #4 – Nicola Valley Aquatic Centre

BETWEEN: THE CITY OF MERRITT

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 900

RE: NICOLA VALLEY AQUATIC CENTRE

Whereas the City of Merritt and the Canadian Union of Public Employees Local 900 deem it desirable that the Nicola Valley Aquatic Centre be operated by City employees, and

Whereas the Nicola Valley Aquatic Centre will only be operated by City employees, if the operation can remain economically competitive,

Now therefore the parties agree as follows:

1. Aquatic Centre employees may, by mutual agreement, work a split shift. In such a case, there must be no more than one (1) split and the shift must be scheduled in a twelve (12) hour period.

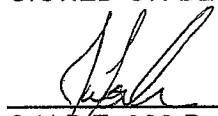
DATED THIS 26<sup>th</sup> DAY OF JULY, 2011

SIGNED ON BEHALF OF THE  
CITY OF MERRITT:

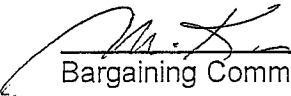
  
\_\_\_\_\_  
Mayor

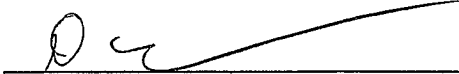
  
\_\_\_\_\_  
Chief Administrative Officer

SIGNED ON BEHALF OF CUPE LOCAL 900

  
\_\_\_\_\_  
C.U.P.E. 900 President

  
\_\_\_\_\_  
Bargaining Committee Member

  
\_\_\_\_\_  
Bargaining Committee Member

  
\_\_\_\_\_  
Bargaining Committee Member

Letter of Understanding #5 – Summer Students

BETWEEN: THE CITY OF MERRITT

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 900

RE: **SUMMER STUDENTS**

The parties agree that there is a mutual benefit in supporting student education and agree that summer students may be employed at the City of Merritt.

It is understood by the parties that the hiring of students will be by mutual agreement and should not preclude the employer from hiring part time or full time employees.


Prior to hiring a summer student, the following conditions have to be adhered to:

- 1) A student employee shall be a bona fide student presently enrolled full time in a post secondary program or a grade 12 graduate who has supplied proof of application for such enrollment.
- 2) Summer students shall only be employed between May 1 and September 15 of each calendar year.
- 3) Students will not acquire seniority.
- 4) Students shall be required to pay Union dues.
- 5) Students will not be hired if there is a qualified employee on layoff or working decreased hours.
- 6) There shall be a limit of two (2) students employed at any one time.
- 7) Students shall be permitted to work two (2) consecutive summers.
- 8) Limited duties – Push lawnmower, weeding, or any other mutual agreed to duties.
- 9) Rate of pay – three (\$3.00) dollars over minimum wage plus sixteen (16%) percent in lieu of benefits.

DATED THIS 26<sup>th</sup> DAY OF JULY, 2011


SIGNED ON BEHALF OF THE  
CITY OF MERRITT:

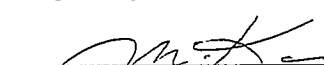
  
\_\_\_\_\_  
Mayor

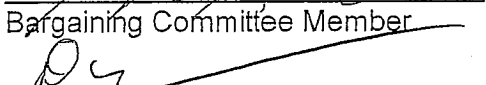
  
\_\_\_\_\_  
Chief Administrative Officer

SIGNED ON BEHALF OF CUPE LOCAL 900

  
\_\_\_\_\_  
C.U.P.E. 900 President

  
\_\_\_\_\_  
Bargaining Committee Member

  
\_\_\_\_\_  
Bargaining Committee Member

  
\_\_\_\_\_  
Bargaining Committee Member

Letter of Understanding #6 – Apprentice Mechanic

BETWEEN: THE CITY OF MERRITT

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 900

RE: APPRENTICE MECHANIC

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It is agreed between the parties that it is in the best interests of both parties to work towards establishing a position of apprentice mechanic under an approved apprenticeship program.

It is further agreed between the parties that wages rates, job description and details of the program will be a matter for mutual agreement and that the program will be recommended to the head body of each party for endorsement.


DATED THIS 26<sup>th</sup> DAY OF JULY, 2011

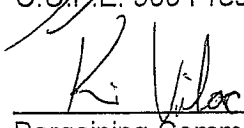
SIGNED ON BEHALF OF THE  
CITY OF MERRITT:

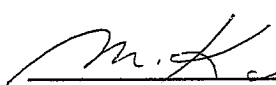
  
\_\_\_\_\_  
Mayor


  
\_\_\_\_\_  
Chief Administrative Officer

SIGNED ON BEHALF OF CUPE LOCAL 900

  
\_\_\_\_\_  
C.U.P.E. 900 President

  
\_\_\_\_\_  
Bargaining Committee Member

  
\_\_\_\_\_  
Bargaining Committee Member

  
\_\_\_\_\_  
Bargaining Committee Member

Letter of Understanding #7 – Aquatic Centre Annual Closure Pertaining to Article 20 (b)

BETWEEN: THE CITY OF MERRITT

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 900

RE: AQUATIC CENTRE ANNUAL CLOSURE PERTAINING TO ARTICLE 20 (H)

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The parties agree that casual and part-time employees at the Aquatic Centre shall be able to bank one half (1/2) hour per shift to be used during the annual pool closure. All banked time must be used during shutdown only.

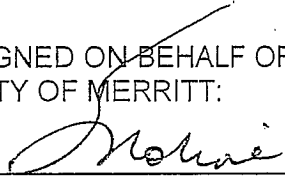
It is further agreed that full-time cashiers at the Aquatic Centre shall be able to bank one half (1/2) hour per shift to be used during the annual shutdown to supplement schedule hours. Cashiers may not use these banked hours as time off from scheduled shifts. Banked time may not be used for vacation.

And finally agreed that full-time Pool Supervisor positions shall not bank time for annual shutdown and they will continue to work full time through the closure. A Pool Supervisor may request regular vacation time during shutdown approved at the discretion of the Leisure Services Manager.

Banked time not used during the annual shutdown may not be carried over and will be paid out within thirty (30) days following the pool reopening from shutdown.

DATED THIS 26<sup>th</sup> DAY OF JULY, 2011

SIGNED ON BEHALF OF THE  
CITY OF MERRITT:

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Chief Administrative Officer

SIGNED ON BEHALF OF CUPE LOCAL 900

  
\_\_\_\_\_  
C.U.P.E. 900 President

  
\_\_\_\_\_  
Bargaining Committee Member

  
\_\_\_\_\_  
Bargaining Committee Member

  
\_\_\_\_\_  
Bargaining Committee Member

**Apprentice Building Inspector I**

LETTER OF UNDERSTANDING

BETWEEN: CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 900 (The Union)

AND: CITY OF Merritt (The Employer)


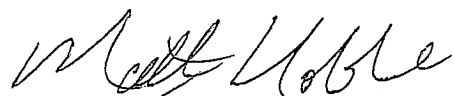
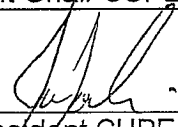
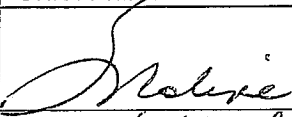
RE: Apprentice Building Inspector I

The parties agree to following:

1. This agreement pertains only to the current incumbent, Monika Tenisch.
2. This position is full time, 35 hour per week.
3. Current hourly rate will be \$27.87 per hour plus all negotiated wage increases for 2011-2014.
4. Maximum allowable timeline to certify for Level II is one and one-half (1½) years.
5. The Employer agrees to allow the current Apprentice Building Inspector I to attend other Municipalities for hands-on training with larger project without loss of pay.

The parties further agree that these are the only variances from the Collective Agreement; all other terms and conditions of the Collective Agreement apply.

Signed on Sept. 1, 2011

FOR THE UNION	FOR THE EMPLOYER
	
Unit Chair CUPE 900	Chief Administrative Officer
	
President CUPE 900	Mayor SUSAN ROHINE