

**COLLECTIVE AGREEMENT**

**BETWEEN**

**CITY OF SALMON ARM**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL NO 1908**

***CUPE***

**JANUARY 1, 2020 – DECEMBER 31, 2024**

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**AGREEMENT MADE AND ENTERED INTO ON THE 18 DAY OF JANUARY, 2021  
BETWEEN:**

**THE CITY OF SALMON ARM,**

Incorporated Under the Community Charter and the Local Government Act by the Province of  
British Columbia  
(hereinafter called the "Employer")

AND:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1908,**

Chartered by the Canadian Union of Public Employees and Affiliated with the Canadian Labour  
Congress  
(hereinafter called the "Union")

**ARTICLE 1 PREAMBLE**

**1.01** This Agreement is entered into for the purpose of promoting and continuing the good relationship between the City of Salmon Arm (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** The Union agrees that the management and control of the Employer's business and the direction and control of the Employer's work force are vested exclusively in the Employer, subject only to the limitations imposed upon the Employer by the provisions of this Agreement. The Union further recognizes and agrees that the Employer retains all the customary rights, responsibilities, functions and prerogatives of management, except as expressly modified or restricted by a specific provision of this Agreement.

**ARTICLE 3 UNION RECOGNITION**

**3.01** The Employer recognizes the Union as the sole and exclusive collective bargaining representative for its employees covered by the certification granted to the Union by the Labour Relations Board.



### **3.02 Work of the Bargaining Unit**

It is further agreed that, except for incidental or emergent situations or except for employees of a bona fide contractor who are not in the bargaining unit for which the Union is certified, any person whose classification is not covered by the Agreement shall not perform work that is regularly 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, 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 29 of this Agreement shall apply thereto.

## **ARTICLE 4 NO DISCRIMINATION OR VIOLENCE**

**4.01** There shall be no discrimination, interference, restriction, violence or coercion with respect to any employee in the matter of wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, dismissal or otherwise by reason of race, creed, age, sex, colour, national origin, political or religious affiliation, or place of residence, nor by reason of their 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 their membership in the Union as a condition of their employment, and every new employee on commencement of their employment, apply for

and maintain their membership in the Union as a condition of their employment.

## **ARTICLE 6 CHECKOFF OF UNION DUES**

### **6.01 Checkoff**

At the time of employment the Employer shall require an employee to sign a checkoff form authorizing the Employer to deduct from their 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** Deductions shall be made from the payroll on a bi-weekly and/or monthly basis for all employees, 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 the names of all employees from whose wages the 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 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 Employer and the Union, arising out of this Agreement or incidental thereto, shall pass to and from the Manager, Human Resources or person holding an equivalent position and the President 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 three (3) representatives of the Employer, as appointees of the Employer, and not more than three (3) members of the Union, as appointees of the Union.

## **9.03 Function of Labour Management Relations Committee**

All matters of mutual concern pertaining to performance of work, operational problems, rates of pay, hours of work, and other working conditions arising during the term of this Agreement, shall be referred to the Labour Management Relations Committee for discussion and, if possible, settlement by the Committee. Grievances, as defined in Article 11.02 of this Agreement, shall be dealt with under the provisions of Articles 11 and 12 and shall not be referred to the Labour Management Relations Committee.

## **9.04 Meetings of Committee**

In the event the Union or the Employer wishes to call a meeting of the Labour Management Relations Committee, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than ten (10) calendar days after the request has been given.

## **9.05 Time Off for Meetings**

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

## **9.06 Collective Bargaining**

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

## **9.07 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 with the Employer.

# **ARTICLE 10 RULES AND REGULATIONS**

## **10.01 Copies to be Posted**

Copies of all rules and regulations made by the Employer for the government of employees in the Bargaining Unit shall be forwarded to the Union and shall be posted on all bulletin boards 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 question as to whether any matter is arbitrable, and shall also mean any difference arising from disciplinary action or relating to employment where it is alleged that the Employer has acted unjustly. "Party", as used in Articles 11 and 12 of this Agreement, shall mean the Union and it shall also mean the Employer. All grievances shall be finally and conclusively settled in the manner set out in this Article without slowdown or stoppage of work.

### **11.03 Settling of Grievances**

#### **Step 1**

The employee concerned, in person, with their Union Steward in attendance, shall first seek to settle the grievance with the immediate Supervisor or person holding an equivalent position, within twenty-five (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 their grievance within ten (10) days of receiving such notice.

#### **Step 2**

If a satisfactory settlement is not reached within three (3) working days after a grievance was first discussed under Step 1, the grievance shall be submitted, in writing, to the Manager, Human Resources.

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

The Employer's Grievance Committee may be comprised of the Supervisor, any other affected Managers, and the Manager, Human Resources.

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 full disclosure 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 five (5) working days following the Step 2 grievance meeting. The Union shall notify the Employer within fifteen (15) working 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 fifteen (15) working day 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 this Article may be bypassed.

#### **11.06**

##### **Grievances on Safety**

An employee or group of employees who believe they are being required to work under conditions which are unsafe shall have the right to immediately file a grievance in Step 2 of the grievance procedure. Until the grievance has been disposed of by the Department Head or their authorized representative at Step 2 of Article 11.03, the employee or employees concerned shall have the right to refuse to work under the alleged unsafe conditions.

#### **11.07**

##### **Replies in Writing**

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

#### **11.08**

##### **Employee May Discuss Their Own Personal Problem**

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

## **ARTICLE 12    ARBITRATION**

### **12.01            Board of Arbitration**

- a) A Board of Arbitration shall consist of three (3) members, one (1) to be chosen by each party, the third (3<sup>rd</sup>), who shall be Chairman, to be selected by the two (2) so appointed. The members chosen by the parties concerned must meet within seven (7) days of their selection, and they shall be allowed a further seven (7) days to agree upon a Chairman. If they fail to agree on a Chairman, either party may apply to the Minister of Labour to appoint a Chairman.
- b) Upon their selection or appointment, the Chairman of the Board of Arbitration shall fix a date for hearing the grievance, which shall be not later than fourteen (14) days from the date of the Chairman's selection or appointment.
- c) The Board shall deliver its award in writing to each of the parties within twenty (20) days after all the evidence has been submitted. The award of a majority of the Board shall be the award of the Board and shall be binding upon the parties, but in no event shall the Board have the power to alter, modify or amend this Agreement in any respect.
- d) Grievances submitted to a Board of Arbitration shall be in writing and shall clearly specify the nature of the issue.
- e) Each party shall bear the fee and expenses of the member appointed by such party and shall pay half the fee and expenses of the Chairman and of the stenographic and other expenses of the Board.

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

Except for Step 2 of the Grievance Procedure, time limits mentioned in Articles 11 and 12 refer to clear calendar days and may only be extended by 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 any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the Board of Arbitration to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

### **12.04            Single Arbitrator**

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

## **ARTICLE 13    DISMISSAL, SUSPENSION AND DISCIPLINE**

### **13.01        Warnings**

When the Employer deems there is just cause, the Employer shall within five (5) working days thereafter give written particulars of such culpable behavior to the employee involved, with a copy thereof to the President of the Union.

### **13.02        Procedure Upon Dismissal or Suspension**

Dismissal or suspension of an employee shall be for just cause. When an employee is dismissed or suspended they shall be given the reasons to support the just cause for such dismissal or suspension in writing, within twenty-four (24) hours.

**13.03** Just cause shall not include the refusal of an employee to cross a picket line maintained at the premises of an Employer by other employees of the Employer who are engaged in a legal strike.

**13.04** A claim by an employee that they have been dismissed or suspended for other than just cause shall be treated as a special grievance and may be submitted directly to the Manager, Human Resources or person holding an equivalent position under Step 2 of Article 11.03.

**13.05** Should it be found upon investigation that an employee has been suspended or dismissed for other than just cause, such employee shall be immediately reinstated in their former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to their regular earnings during the pay period next preceding such dismissal 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** All employees shall have access to their personnel file and may review same in the presence of the Manager, Human Resources. To obtain access to their personnel file, the employee will forward the appropriate request in writing to the Manager, Human Resources who will schedule a meeting to review the personnel file 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**

- a) New employees shall be considered probationary employees until they have been continuously employed for three (3) months, and during such probationary period they shall not be entitled to seniority and may be released from continued employment for unsuitability. At the end of such probationary period, an employee shall be entered on the seniority list as of their original date of employment. The probationary period may, by mutual agreement with the Union, be extended up to six (6) months.
- b) No probationary employee shall be laid off for the purpose of preventing them from acquiring seniority.
- c) Should an employee, during their probationary period, be absent for longer than ten (10) working days, the probationary period shall be extended by the length of the absence.

### **14.03 Seniority Lists**

The Employer shall prepare a Master Seniority List to be posted in a convenient place, on or before the first (1<sup>st</sup>) day of April each year, showing the seniority standing of each employee covered by this Agreement. This list shall be subject to correction upon proper representation by the Union.

### **14.04 Loss of Seniority**

- a) Except as provided in Subsection (b), an employee shall not lose their seniority if they are absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer.
- b) An Employee shall lose their seniority in the event:
  - i) They are dismissed for just cause;
  - ii) They resign;
  - iii) They are absent from work in excess of five (5) working days without approval, unless it was not reasonably possible to contact the Employer to request such approval.
  - iv) They fail to return to work following a layoff, within the period prescribed in Article 17.05, unless unable to do so because of sickness, or other cause acceptable to the Employer;
  - v) They are laid off for a period longer than one (1) year.
  - vi) They are absent from work because of sickness or accident for a period of thirty-six (36) months.



- c) When an employee loses their seniority, their right to continue employment and/or to re-employment shall cease. In the event of re-employment, such person shall start as a new employee and their right to seniority and other benefits based upon their length of service with the Employer shall be calculated from their date of re-employment.

#### **14.05 Inside and Outside Staff Division of Layoff and Recall**

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

### **ARTICLE 15 EMPLOYEE CATEGORIES**

- a) **"EMPLOYEE"** – a person in the bargaining unit who is employed by the Employer for remuneration.
- b) **"PROBATIONARY EMPLOYEE"** – an employee who has not completed the probationary period.
- c) **"FULL TIME EMPLOYEE"** – an employee who has completed the probationary period and who is working the **regular** hours of work, as per Article 18.
- d) **"PART TIME EMPLOYEE"** – an employee who works less than the fully prescribed hours of work on a recurring or scheduled basis.

None of the provisions of this Agreement, other than wage rates, Union dues deductions, fourteen percent (14%) payment in lieu of all vacation and fringe benefits, and access to grievance procedure shall apply to part time employees. Part time employees shall be placed on a "Part Time Employment List" after an employee has worked nine hundred ten (910) hours. The accumulation of hours shall commence January 1, 1992. The list will be based on the date the employee completed the nine hundred ten (910) hour qualifying period.

Placement on the list shall entitle the part timer to limited rights for the purpose of bidding into full time positions. A part time employee shall be given first preference for a vacant position, provided they possess the required qualifications, skills, abilities, and knowledge and where no full time or relief employee has applied and is qualified. Placement on the list shall also entitle the part time employee to layoff and recall rights within that employee's classification.

Any part time employee who becomes a full time employee would not carry time worked from the Part Time Employment List to the Seniority List.

Should a part time employee not be available for employment for a period of a minimum of three (3) months without good and sufficient reason the Employer may terminate employment.

Part Time Employees will move through the pay steps after working the equivalent number hours required by each step.

- e) **"RELIEF EMPLOYEE"** - a person who is employed for a specified period 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, regularly holding the position, upon their return from leave.

None of the provisions of this Agreement, other than wage rates, Unions dues deductions, fourteen percent (14%) in lieu of all vacation and fringe benefits, and access to grievance procedure shall apply to relief employees. Relief employees shall be placed on a relief staff seniority list when they have worked one thousand five hundred (1,500) hours in the preceding twelve (12) months. The seniority date shall be the first (1<sup>st</sup>) day of the first (1<sup>st</sup>) month of the qualifying twelve (12) month period.

Placement on the list shall entitle the relief employee to limited rights for the purpose of bidding into full time positions within the City, such that where a posted position is not filled by an existing full time employee, a relief employee shall be given first preference for the vacant position provided they possess the required qualifications, skills, abilities and knowledge. Placement on the list shall also entitle the relief employee to layoff and recall rights within the relief group.

An "extra workload" project will be posted in accordance with Article 16 in cases where the project end date is identified, up front, to be beyond three (3) months. Commencing the first (1<sup>st</sup>) of the month following completion of three (3) months continuous employment in that specific posted assignment, the successful applicant will have the option of either continuing to receive the fourteen percent (14%) in lieu of all vacation and fringe benefits or to enroll in the City's medical, extended health, group life and accidental death and dismemberment plan and to receive six percent (6%) in lieu of all vacation and other fringe benefits. Enrollment in these benefits and receipt of the six percent (6%) in lieu ceases immediately at the end of the posted assignment and the employee is not entitled to continuation of the benefits and vacation pay after that date. If the "extra workload" assignment lasts beyond twelve (12) months it will be posted on a permanent basis unless the parties agree, at labour management, to extend the assignment.

If the position, for which the relief employee was hired, becomes vacant, it shall be posted in accordance with Article 16 of the Agreement. Such vacancies will be posted immediately upon it becoming known that the incumbent will not be returning to the position.

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

- f) **"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 fifteen dollars (\$15.00) per hour, plus fourteen percent (14%) in lieu of all vacation and fringe benefits. A student shall not acquire seniority.

## **ARTICLE 16 PROMOTIONS, DEMOTIONS AND TRANSFERS**

### **16.01 Seniority to Apply**

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

### **16.02 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 seven (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 thirty (30) days. This thirty (30) day maximum time limit may be extended by mutual agreement. Copies of the posting will be sent to the Union.

Posting notices may contain the following information: Nature of position, qualifications, required knowledge and education, skills, wage or salary rate or range and anticipated length of any temporary assignment, if posted.

All employees desiring to apply shall be supplied with a form of application to be provided by the City.

### **16.03 Applications for Lateral Positions**

An employee may not apply for a posting at the same or lower pay grade than their current posted assignment until he/she has been in that current position for a period of one (1) year.

### **16.04 Employee to be on Trial Period**

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



(1) additional month, or shall return the employee to their former job, or shall place them on other work consistent with their qualifications, skill, knowledge and ability to efficiently fulfill the job requirements, in which case the employee shall be paid not less than the rate of pay they were in receipt of when last employed on their former job.

**16.05 Temporary Job Opportunities**

The Employer will be required to post only the original vacancy plus one (1) backfill position.

**16.06 Placement of Disabled Employees**

Subject to Article 14.04 (b) (vi) and Article 25.06, 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.

**16.07 Labourer I to Labourer II**

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

**16.08** Prior to going on vacation, an employee may submit an application to the Manager of Human Resources, for a job posting anticipated during such leave. This application shall apply only during the specific leave period and shall expire immediately upon the employee's return.

**ARTICLE 17 LAYOFFS AND RECALLS**

**17.01 Layoffs**

Layoff refers to necessary reduction in the work force.

**17.02** In the event of layoff, probationary employees shall be laid off first (1<sup>st</sup>), 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.

**17.03** It shall be the responsibility of a laid off employee to keep the Employer informed of their current address and telephone number at which they may be contacted.

**17.04 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.



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

**17.06** When emergent or short term work of less than five (5) working days occurs, the Employer may recall employees out of order of seniority and the provisions of Article 17.05 shall not apply.

**17.07** **Notice of Layoff**

The Employer shall give not less than one (1) week's notice to an employee who is to be laid off. If such employee is laid off before the expiration of five (5) full working days from the date they received notice of layoff, they shall be paid at their regular rate of pay for that part of the said five (5) days during which work was not made available to them.

**ARTICLE 18 HOURS OF WORK**

**18.01 Regular Work Day and Regular Work Week**

The regular work day and the regular work week shall be:

a) **Office Employees (including recreation clerical employees)**

The regular work day (day shift) shall consist of a scheduled period of seven (7) hours of work between the hours of 5:00 a.m. and 5:00 p.m. The regular work week shall consist of five (5) such days, Monday to Friday inclusive.

b) **Outside Employees (including arena, lifeguards, custodians and community centre employees)**

The regular work day (day shift) shall consist of a scheduled period of eight (8) hours of work between the hours of 5:00 a.m. and 6:00 p.m. The regular work week shall consist of five (5) such days, Monday to Friday inclusive.

**18.02 Exceptions to Regular Work Day, Regular Work Week And Other Conditions of Employment**

In the event the Employer or the Union wish to change any of the shifts contained in this article, the Union and the Employer agree that such changes will be made by mutual agreement.

a) Employees may be placed on a shift schedule whereby, over a period of four (4) consecutive weeks they work an average of not more than forty (40) hours per week for Outside Employees or thirty-five (35) hours per week for Office Employees.

- b) Water and Sewer Maintenance Employees  
The regular work day for these employees shall consist of a scheduled period of eight (8) hours of work between the hours of 6:00 a.m. and 6:00 p.m. and their regular work week shall consist of five (5) such consecutive days, followed by two (2) consecutive days off.
- c) Snow Removal  
Employees may be placed on a shift schedule where by over a period sixteen (16) consecutive weeks they work an average of forty (40) hours per week, regular work day and regular week for the purposes of overtime being as set out in such shift schedule.
- d) Street and Sidewalk Cleaning  
The regular work day for employees working on the Street and Sidewalk Cleaning Crew, shall work between 5:00 am and 10:00 p.m. Changes to scheduling and staff size will be discussed at Labour Management.
- e) Arena Employees  
Arena employees may be placed on a shift schedule whereby over a period of eight (8) consecutive weeks they work an average of forty (40) hours per week, regular work day and the regular work week for the purposes of overtime being as set out in such shift schedule.
- f) Community Centre Employees  
Community Centre employees may be placed on a shift schedule whereby over a period of eight (8) consecutive weeks they work an average of forty (40) hours per week, regular work day and the regular work week for the purposes of overtime being as set out in such shift schedule.

Community Centre employees shall not receive shift premiums.

Part time employees designated to relieve full time employees, who are absent due to illness, accident, vacation and approved leave of absence, will be paid the full rate for shifts beyond the first five (5) consecutive shifts of each absence.

Shifts to be implemented under this amendment will not affect current standby practices.

### **18.03 No Split Shifts**

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

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

**18.04 Rest Periods**

Employees shall be permitted a paid fifteen (15) minute rest period in the first (1<sup>st</sup>) half of the work day and a second (2<sup>nd</sup>) such rest period in the second (2<sup>nd</sup>) half of the work day.

**18.05 Lifeguards**

- a) The following provisions of this Agreement shall not apply to employees in the various Lifeguard classifications:

- Article 18.03 (No Split Shifts)

- Article 18.04 (Rest Periods)

- Article 22.00 (Shift Premium)

- b) The regular work week shall consist of five (5) such consecutive days, followed by two (2) consecutive days off.
- c) None of the provisions of this Agreement, other than the wage rates and those relating to annual vacations, shall apply to Part Time Lifeguards.
- d) A Lifeguard who is called in to work shall be entitled to a minimum of two (2) hours pay.

**ARTICLE 19 OVERTIME**

**19.01**

All time worked outside the scheduled hours constituting an employee's regular work day or their regular work week shall be considered overtime and shall be paid for as follows:

- a) On an employee's regular work day, time and one-half (1.5x) of the first (1<sup>st</sup>) two (2) hours and double time (2x) thereafter.
- b) On an employee's days of rest, double time (2x).

**19.02**

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

**19.03**

Where reasonably possible, employees selected to work overtime will be from the classification in which the work is available.

**19.04** 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 their Supervisor, provided that any unused banked time will be paid out once yearly at a time to be determined by the Employer. Paid time off shall be provided at the same rate as the applicable overtime rates.

## **ARTICLE 20 REPORTING FOR WORK**

**20.01** An employee reporting for work on their regular shift shall be paid their regular rate of pay for all hours worked, with a minimum of two (2) hours' pay if they do not commence work and a minimum of four (4) hours' pay if they do commence work.

## **ARTICLE 21 CALL-OUTS**

**21.01** Subject to the provisions of Article 21.02 and 21.03, an employee who is called back to work after they have completed their regular day's work and has left the Employer's premises, or who is called in to work before their regular starting time, or who was previously instructed to report to work before their regular starting time, shall be paid double time (2x) for all hours worked outside their regular working hours. Such employee shall be guaranteed a minimum of two (2) hours' work or two (2) hours' pay at the double time (2x) rate. This guarantee shall not apply when a call-out extends into an employee's regular working hours.

**21.02** An employee who, before the end of their regular day's work, is instructed to return to work within two (2) hours following the end of their regular day's work, shall not be considered to be on a call-out; however, the hours worked following the end of the employee's regular day's work under the provisions of this section shall be paid at the double time (2x) rate.

**21.03** An employee who, before the end of their regular day's work, is instructed to next report for work not more than two (2) hours before the regular starting time of their regular 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 regular work day under the provisions of this section shall be paid at the double (2x) time rate.

## **ARTICLE 22 SHIFT PREMIUM**

**22.01** A premium shift is defined as any shift that commences or ends between the hours of 6:00 p.m. in one (1) day and 5:00 a.m. the following day.



**22.02** An employee shall receive a premium of seventy five cents (75) per hour for all scheduled hours worked on a premium shift.

**22.03** The provisions of this Article shall not apply to the RCMP Detachment Clerk.

## **ARTICLE 23 STATUTORY HOLIDAYS**

**23.01** The Employer will observe the following as paid statutory holidays:

New Year's Day	British Columbia Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

and any other day declared or proclaimed a statutory or public holiday by the Employer or by the Province of British Columbia or the Government of Canada.

**23.02** If by law, declaration or proclamation another day is substituted for the observance of a statutory holiday listed in Article 23.01, the day of observance shall be considered as the holiday insofar as payment for the listed statutory holiday is concerned.

### **23.03 When Holiday Falls on a Scheduled Day Off**

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

**23.04** Subject to the provisions of Article 23.07, should a statutory or public holiday be observed on a day that is a scheduled day off for an employee, such employee shall be given a holiday with pay at some other time not later than their next annual vacation, or the termination of their employment, whichever first (1<sup>st</sup>) occurs.

### **23.05 Payment for Statutory Holidays**

Subject to the provisions of Article 23.07, employees to whom Article 23.04 does not apply shall receive holiday pay at their regular rates of pay for each of the statutory or public holidays mentioned in Article 23.01.

**23.06** If an employee is required to work on a statutory or public holiday they shall, in addition to their holiday pay, be paid at double (2x) their regular or equivalent hourly rate for all hours worked by them.

**23.07** Articles 23.05 and 23.06 shall not apply to Arena employees and Wastewater Treatment Operators. If scheduled to work on a statutory holiday, such employees will be paid at double (2x) their regular or equivalent hourly rate for all hours worked and will be given a day off with pay at some other time not later than their next annual vacation.

**23.08** No employee shall receive holiday pay for a statutory or public holiday unless they have been continuously employed for a period of thirty (30) calendar days immediately preceding the holiday. A layoff not exceeding five (5) calendar days shall not be deemed to be a break in service for the purpose of this section.

**23.09** **Holiday Occurring During Annual Vacation**

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

**23.10** 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 23.08.

**ARTICLE 24 ANNUAL VACATIONS**

**24.01** **Definition of Vacation Year**

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

**24.02** **New Employees**

Effective the first (1<sup>st</sup>) of the calendar year, following the year an employee enters service with the Employer, they shall be entitled to annual vacations in accordance with the following schedule:

- a) Accumulated service from date of entering service to December 31<sup>st</sup> of ten (10) complete months or more – fifteen (15) working days.
- b) Accumulated service at December 31<sup>st</sup> of less than ten (10) months – one and a half (1½) days for each complete month of service.

### **24.03 Anniversary Date**

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

### **24.04 Employee With One (1) Year Service**

Effective January 1, 2017, an employee who has completed one (1) year but less than six (6) years of service at the end of the vacation year shall be entitled to a paid vacation of fifteen (15) days. Payment for such vacation shall be at the employee's rate of pay as at the time they take their vacation.

### **24.05 Employee With Six (6) Years' Service**

Effective January 1, 2017, an employee who has completed six (6) years but less than seven (7) years of service at the end of the vacation year shall be entitled to a paid vacation of sixteen (16) days. Payment for such vacation shall be at the employee's rate of pay as at the time they take their vacation.

### **24.06 Employee With Seven (7) Years' Service**

Effective January 1, 2017, an employee who has completed seven (7) years but less than eight (8) years of service at the end of the vacation year shall be entitled to a paid vacation of seventeen (17) days. Payment for such vacation shall be at the employee's rate of pay as at the time they take their vacation.

### **24.07 Employee With Eight (8) Years' Service**

Effective January 1, 2017, an employee who has completed eight (8) years but less than nine (9) years of service at the end of the vacation year shall be entitled to a paid vacation of eighteen (18) days. Payment for such vacation shall be at the employee's rate of pay as at the time they take their vacation.

### **24.08 Employee With Nine (9) Years' Service**

Effective January 1, 2017, an employee who has completed nine (9) years but less than ten (10) years of service at the end of the vacation year shall be entitled to a paid vacation of nineteen (19) days. Payment for such vacation shall be at the employee's rate of pay as at the time they take their vacation.

### **24.09 Employee With Ten (10) Years' Service**

Effective January 1, 2017, an employee who has completed ten (10) years but less than fifteen (15) years of service at the end of the vacation year shall be entitled to a paid vacation of twenty (20) days. Payment for such vacation shall be at the employee's rate of pay as at the time they take their vacation.

### **24.10 Employee With Fifteen (15) Years' Service**

Effective January 1, 2017, an employee who has completed fifteen (15) years but less than twenty-one (21) years of service at the end of the vacation year shall be entitled to a paid vacation of twenty-five (25) days. Payment for such vacation shall be at the employee's rate of pay as at the time they take their vacation.



### **24.11 Employee With Twenty-one (21) Years' Service**

Effective January 1, 2017, an employee who has completed twenty-one (21) years or more of service at the end of the vacation year shall be entitled to a paid vacation of thirty (30) days. Payment for such vacation shall be at the employee's rate of pay as at the time they take their vacation.

### **24.12 Illness During Vacation**

An employee's accrued sick leave may be substituted for vacation where it can be established by the employee that an illness or accident occurred while on vacation. Employees may then schedule their remaining vacation as approved by the Employer. The Employer may request medical verification.

### **24.13 Employees on Layoff**

The provisions of Article 24.02, 24.04, 24.05, 24.06, 24.07, 24.08, 24.09, 24.10 and 24.11 shall not apply to an employee who is laid off. Vacation entitlement for such employee shall be as follows:

- a) Completion of one (1) year but less than six (6) years of service, as calculated under the provisions of Article 24.03, six percent (6%) of their total earnings during the current calendar year, to be paid to them at the time of layoff; or if the employee so elects, to be paid to them as vacation pay during the following calendar year when they may take a vacation not exceeding fifteen (15) days.
- b) Completion of six (6) years but less than seven (7) years of service, as calculated under the provisions of Article 24.03, six point four percent (6.4%) of their total earnings during the current calendar year, to be paid to them at the time of layoff; or if the employee so elects, to be paid to them as vacation pay during the following calendar year when they may take a vacation not exceeding fifteen (16) days.
- c) Completion of seven (7) years but less than eight (8) years of service, as calculated under the provisions of Article 24.03, six point eight percent (6.8%) of their total earnings during the current calendar year, to be paid to them at the time of layoff; or if the employee so elects, to be paid to them as vacation pay during the following calendar year when they may take a vacation not exceeding seventeen (17) days.
- d) Completion of eight (8) years but less than nine (9) years of service, as calculated under the provisions of Article 24.03, seven point two percent (7.2%) of their total earnings during the current calendar year, to be paid to them at the time of layoff; or if the employee so elects, to be paid to them as vacation pay during the following calendar year when they may take a vacation not exceeding eighteen (18) days.
- e) Completion of nine (9) years but less than ten (10) years of service, as calculated under the provisions of Article 24.03, seven point six percent (7.6%) of their total earnings during the current calendar year, to be paid to them at the time of layoff; or if the employee so elects, to be paid to



them as vacation pay during the following calendar year when they may take a vacation not exceeding nineteen (19) days.

- f) Completion of ten (10) years but less than fifteen (15) years of service, as calculated under the provisions of Article 24.03, eight percent (8%) of their total earnings during the current calendar year, to be paid to them at the time of layoff; or if the employee so elects, to be paid to them as vacation pay during the following calendar year when they may take a vacation not exceeding twenty (20) days.
- g) Completion of fifteen (15) years but less than twenty-one (21) years of service, as calculated under the provisions of Article 24.03, ten percent (10%) of their total earnings during the current calendar year, to be paid to them at the time of layoff; or if the employee so elects, to be paid to them as vacation pay during the following calendar year when they may take a vacation not exceeding twenty-five (25) days.
- h) Completion of twenty-one (21) years but less than twenty-one (21) years of service, as calculated under the provisions of Article 24.03, twelve percent (12%) of their total earnings during the current calendar year, to be paid to them at the time of layoff; or if the employee so elects, to be paid to them as vacation pay during the following calendar year when they may take a vacation not exceeding thirty (30) days.

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

**24.15** **Employees on Long Term Disability / Worker's Compensation Benefits**

Employees will not accrue vacation entitlement while on Long Term Disability or while on Workers' Compensation exceeding twenty-six (26) weeks.

**24.16** An employee to whom Article 15 (d) and (e) applies, who becomes a regular full-time employee shall not be entitled to a paid vacation during the calendar year following that for which they were paid vacation entitlement under the provisions of Article 15 (d) and (e).

**24.17** **Scheduling of Vacations**

Vacations shall be granted in seniority order at such time as is mutually agreed upon by the employee and the Employer.

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

## **24.19**

### **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 dismissed for just cause and who has given the Employer fourteen (14) calendar days' notice of termination, the basis of calculation shall be:

- a) Six percent (6%) of their total earnings if they have over one (1) year service but less than six (6) years' of service;
- b) Six point four percent (6.4%) of their total earnings if they have six (6) years of service but less than seven (7) years of service;
- c) Six point eight percent (6.8%) of their total earnings if they have seven (7) years of service but less than eight (8) years of service;
- d) Seven point two percent (7.2%) of their total earnings if they have eight (8) years of service but less than nine (9) years of service;
- e) Seven point six percent (7.6%) of their total earnings if they have nine (9) years of service but less than ten (10) years of service;
- f) Eight percent (8%) of their total earnings if they have ten (10) years of service but less than fifteen (15) years of service;
- g) Ten percent (10%) of their total earnings if they have fifteen (15) years of service but less than twenty-one (21) years of service: and
- h) Twelve percent (12%) of their total earnings if they have twenty-one (21) years of service, as calculated under the provisions of Article 24.03.

## **ARTICLE 25 HEALTH LEAVE**

### **25.01 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 26.11) 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.

### **25.02 Health Leave Bank**

Employees shall accrue health leave at a rate of 1/2 "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 their complete shift schedule cycle.

New employees shall be credited with 1 "day" health leave upon qualification for health leave under 25.05 (b). Health leave accrues each biweekly in accordance with the following formula:

$$\frac{1/2 \text{ "day" X 12 (months) X employee's average hours per work day}}{26.089 \text{ (biweekly pay periods/year)}}$$

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 1.6099 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 1.8399 hours each biweekly pay period to a maximum of 72 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.

### **25.03**

#### **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 five (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.

Shall commence on the sooner of the sixth (6<sup>th</sup>) day of a continuous absence or the qualifying period as determined by the benefit provider to a maximum of twenty-six (26) weeks from the first (1<sup>st</sup>) day of health leave, an employee who continues to qualify for health leave shall receive seventy percent (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 their Wage Indemnity benefit augmented so as to provide one hundred percent (100%) of the employee's regular net take home pay, subject to regular benefit and statutory deductions.

### **25.04**

#### **Workers' Compensation**

Where disability benefits are payable under the Workers' Compensation Act, the employee shall have their Workers' Compensation Board benefits augmented by the Employer so as to provide one hundred percent (100%) of the employee's regular net take home pay. Such earnings will be subject to regular benefit and statutory deductions. The wage augmentation only will be payable to a maximum of twenty-six (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 twenty-six (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.

## **25.05 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 three (3) months continuous service or when an employee becomes eligible to have their name entered on the seniority list.
- c) The Employer is the Policyholder 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 wellness initiatives which may include benefits and/or premiums. The Employer will provide the Union with an annual report on the status of the Wage Indemnity account.

## **25.06**

In any case where an employee has been absent due to illness or injury for a period of time in excess of one (1) month, the employee shall provide their Supervisor with notice of intent to return to work as follows:

- a) one (1) to six (6) months leave – two (2) days' notice;
- b) six (6) to eighteen (18) months' leave - one (1) week notice;
- c) eighteen (18) to thirty-six (36) months' leave - one (1) months' notice.

If an employee has been absent due to illness or injury for twelve (12) months, the employee relinquishes the right to their 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 twelve (12), but before thirty-six (36), months has elapsed from the original date of absence, the employee will be placed in accordance with Article 16.06 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 twelve (12), but before eighteen (18), months has elapsed from the original



date of absence, the Employer may delay posting for up to the end of that eighteen (18) month period.

## **ARTICLE 26 LEAVE OF ABSENCE**

The City will provide leaves in accordance with the Employment Standards Act of B.C. Where provisions below exceed those provided by the Employment Standards Act, the provisions below shall prevail.

### **26.01 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.

### **26.02 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 they so request in writing, be granted leave of absence without pay and without loss of seniority for a period not exceeding one (1) year. Such leave may be renewed by mutual agreement between the parties.

**26.03** In addition to the leaves allowed under Article 26.02, 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.

### **26.04 Bereavement Leave**

In the event of a death in the immediate family of an employee, or an employee's spouse, the Employer shall grant a maximum of three (3) regularly scheduled consecutive work days leave without loss of pay or benefits. Additional leave of absence with pay for travel may be granted by the 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 mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law and brother-in-law.

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

One half (½) day shall be granted without loss of salary or wages to attend a funeral as a pallbearer, provided such employee has the approval of their Supervisor.

## 26.05

### Pregnancy Leave

- a) A pregnant employee who requests leave under this section is entitled to up to seventeen (17) weeks of unpaid leave beginning no earlier than eleven (11) weeks before the expected birth date and no later than the actual birth date.
- b) Pregnancy leave shall end no earlier than six (6) weeks after the actual birth date unless the employee requests a shorter period and no later than seventeen (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 six (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 six (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 their 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 four (4) weeks before the day the employee proposes to begin leave, and
  - iii) if required by the Employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under (d) above.
- f) A request for a shorter period under (b) above must be given in writing to the Employer at least one (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.

## 26.06

### Parental Leave

- a) An employee who requests parental leave is entitled to:
  - i) for a birth mother who takes leave under Article 26.05, in relation to the birth of the child or children with respect to who the parental leave is to be taken, up to thirty-five (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 26.05 in relation to the birth of the child or children with respect to whom the

- parental leave is to be taken, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event,
- iii) for a birth father, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event, and
  - iv) for an adopting parent, up to thirty-seven (37) consecutive weeks beginning within fifty-two (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 five (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 four (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 fifty-two (52) weeks plus any additional leave the employee is entitled to under Article 26.05 (c) and Article 26.06 (b).

**26.07 Employer May Require Pregnancy Leave**

An Employer may require an employee to commence a leave of absence under Article 26.05 if the employee cannot reasonably perform their duties because of the pregnancy and to continue the leave until they provides a certificate from a medical practitioner stating that they are able to perform their duties.

**26.08 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.

**26.09 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 their share of a jointly paid plan.
- c) The employee is entitled to all increases in wages and benefits they would have been entitled to had pregnancy or parental leave not been taken.
- d) Article 26.09 (a) does not apply if the employee, without the Employer's consent, takes a longer leave than is allowed under Article 26.05 or 26.06.

#### **26.10 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 their regular earnings and payment they 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 them.

#### **26.11 Compassionate Leave**

Compassionate leave, including leave in the event of the illness of an employee's family, where no one at home other than the employee can provide for the needs of the child, ward, parents, parents-in-law or spouse during illness, is to be taken under the provisions of Article 25, and shall be charged as an occurrence in accordance with Article 25.03.

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

### **ARTICLE 27 WAGES, SALARIES AND APPLICABLE PROVISIONS**

#### **27.01 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".

#### **27.02 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.



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

- a) Subject to the provisions of Subsection (b), in the event an employee is promoted or temporarily assigned to a higher rated classification, they shall receive the higher rate of pay.
- b) In the event a salaried employee is promoted or temporarily assigned to a higher rated classification, where a graduated salary range is provided, they shall be paid at least that rate in the salary range for the classification to which they are promoted or temporarily assigned which is next higher than their present rate.
- c) In the event an employee is temporarily assigned to a lower rated classification, they shall continue to receive their regular rate of pay.
- d) In the event an employee is demoted to a lower rated classification, they shall receive the lower rate of pay.

### **27.04 More Favourable Rate**

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

### **27.05 Leadhand Rate**

A Leadhand shall receive thirty-five cents (35¢) above their classification when so designated.

### **27.06 Dirty Work**

An employee shall be paid a premium of thirty-five cents (35¢) per hour for actual hours worked on dirty work. When dirty work is intermittent, payment of the premium shall be at the discretion of the supervisor on the job, who will also determine the number of hours for which the premium shall be paid. Dirty work shall mean:

- a) Waterworks and Sewer Department (only when working in ditches or manholes where muddy conditions or sewage is present).
- b) Oil tank truck.
- c) Bobcat with broom attachment – Unit #60.

### **27.07 No Pyramiding**

There shall be no pyramiding of overtime and premium rates of compensation. When two (2) 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.

**27.08 Private Car Allowance**

An employee who has been authorized by the Employer to use their privately owned motor vehicle on Municipal business shall be paid an allowance in accordance with City Policy.

**ARTICLE 28 STANDBY**

**28.01** An employee who is required to be on standby at a time or times other than their regular working hours, shall be paid a premium for each day they are standing by as follows:

- a) Two (2) hours' pay at their regular rate of pay for each regular work day on which the employee was on standby and also worked their regular eight (8) hour shift.
- b) Three (3) hours' pay at their regular rate of pay for each day of rest or statutory holiday (as the statutory holiday falls on the calendar) on which the employee was on standby.

**28.02** The provisions of Article 21 (Call-Outs) shall not apply to an employee who is on standby and required to attend the workplace. Such employee shall, however, be paid for all time worked outside the scheduled hours constituting their regular work day at the applicable overtime rate, with a minimum guarantee of two (2) hours' work or two (2) hours pay. This guarantee shall not apply when the call-out extends into the employee's regular working hours.

**28.03** When employees' are scheduled on standby they shall be provided technology and where their assessment of the situation eliminates the need to attend the workplace, they shall be paid as follows:

- a) One hour at the employee's applicable overtime rate of pay for the first and any subsequent calls that occur during the one hour period from the time of the first call;
- b) If a call extends beyond the one hour period, the employee shall be paid at the employee's applicable overtime rate for the additional time worked beyond the one hour period.

**ARTICLE 29 NEW OR CHANGED CLASSIFICATIONS**

**29.01 New Classifications**

The Employer may institute new classifications in addition to those listed in Schedule "A". Should any such new classification be instituted, the Employer shall establish the rate for same and shall submit the classification and rate to the Union in writing and, in addition, shall post the classification and rate in the

manner required by Article 16.02. Within thirty (30) calendar days of such submission and posting, the Union may, if it deems necessary, request to meet with the Employer to review the classification and rate and, if mutual agreement cannot be reached, the difference may be referred to arbitration under the provisions of Article 12. Any change in rate resulting from discussion between the Employer and the Union, or following a reference to arbitration, shall be retroactive to the date the new classification was instituted by the Employer.

## **29.02 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 negotiate the rate. If within thirty (30) calendar days of the submission of such request, which shall be in writing, agreement cannot be reached, the difference may be referred to arbitration under the provisions of Article 12. Any change in rate resulting from discussion between the Employer and the Union, or following a reference to arbitration, shall be retroactive to the date the Union submitted its request to the Employer.

## **29.03 Abandonment**

If the Union does not request to meet with the Employer to review the classification and rate within thirty (30) calendar days, as provided for in Article 29.01, or if the Union does not refer the difference, if any, to arbitration within thirty (30) calendar days, as provided for in Article 29.02, then the difference if any, shall be deemed to be abandoned and all rights of recourse to arbitration shall be at an end.

## **29.04 Extension of Time Limits**

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

# **ARTICLE 30 SUPERANNUATION**

## **30.01**

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

## **ARTICLE 31 HEALTH AND WELFARE COVERAGE**

The following benefits will be provided to municipal employees:

### **31.01 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.

### **31.02 Medical Services Plan**

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

### **31.03 Extended Health Benefit**

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

### **31.04 Dental Plan**

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

- a) Basic Dental Services (Plan "A") – Plan pays one hundred percent (100%) of approved schedule of fees.
- b) Prosthetics, Crowns and Bridges (Plan "B") – Plan pays fifty percent (50%) of approved schedule of fees.
- c) Orthodontics (Plan "C") – Plan pays fifty percent (50%) of approved schedule of fees to a maximum lifetime limit of two thousand dollars (\$2,000).
- d) Premium costs for the Dental Plan shall be paid by the Employer.

### **31.05 General Principles**

- a) Participation in the aforementioned Plans shall be mandatory.
- b) All Health and Welfare benefits commence on the date of completion of three (3) months continuous service, or when an employee becomes eligible to have their name entered on the seniority list.
- c) Coverage during layoff will be provided as follows:

In the event of layoff, full coverage excluding Weekly Indemnity will be continued for a period of two (2) months from date of layoff. An employee may also have the option of continuing Life, Accidental Death and Dismemberment, Extended Health and BC Medical Plan coverage for an additional four (4) months by paying the full cost of these specific benefits, and making the necessary arrangements with the Payroll Department.



- d) Coverage during leave of absence shall be provided as follows:  
An employee on an approved leave of absence may continue Life and Accidental Death and Dismemberment coverage for up to one (1) year provided the full cost of premiums are paid to the Employer.
- e) Eligible employees will be entitled to a Wellness Payment, paid to the employee on a bi-weekly basis.
- f) The Employer agrees to meet with the Union to discuss any changes in benefit policies prior to implementation.

## **ARTICLE 32 BULLETIN BOARDS**

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

## **ARTICLE 33 TECHNOLOGICAL CHANGE**

**33.01** During the term of this Agreement, any disputes arising in relation to adjustment to technological change shall be discussed between the bargaining representative of the two (2) parties to this Collective Agreement.

**33.02** 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.

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

- a) shall inform the Minister of Labour of its findings, and
- b) may then or later make any one or more of the following orders:
  - i) that the change be made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated;

- ii) that the Employer will not proceed with the Technological change for such period, not exceeding ninety (90) days, as the Arbitration Board considers appropriate;
- iii) that the Employer reinstate any employee displaced by reason of the technological change;
- iv) that the Employer pay to that employee such compensation in respect of their displacement as the Arbitration Board considers reasonable;

**33.04** The Employer will give to the Union in writing at least ninety (90) days' notice of any intended technological change that:

- a) affects the terms and conditions or security of employment of a significant number of employees to whom this Collective Agreement applies, and
- b) alters significantly the basis upon which the Collective Agreement was negotiated.

## **ARTICLE 34 GENERAL**

### **34.01 Job Related Liability Protection**

Any regular employee, coming within the scope of the Canadian Union of Public Employees, Local No. 1908, will be granted the services of a City solicitor without charge for the purpose of representing them who as a result of any matter arising out of or in the course of their regular work duties and/or work assignments, is personally involved in a legal or court action.

### **34.02 Grant Workers**

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

### **34.03 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.

### **34.04 Part Time Payment in Lieu of Fringe Benefits**

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

### **34.05 Clothing**

Each employee in the following classifications, will receive two (2) pair of coveralls:

Sewage Plant Operator

Mechanic  
Truck Driver on the Road Oiler  
Weed Sprayer

Individual rain jackets and pants will be provided to outside staff, as required.

#### **34.06 Boot Allowance**

The Employer will provide, on an annual basis, a \$100 (one hundred dollar) safety boot allowance to all full time employees who are required by the Employer to wear safety boots.

#### **34.07 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 they receive-from their private insurance carrier.

On an individual case basis, where an employee recovers substantially less from the third party than is paid by the Employer during the period of absence, the Employer will meet with the employee and the Union to consider a variance to the regular repayment requirement.

### **ARTICLE 35 TERM OF AGREEMENT**

#### **35.01**

This Agreement shall take effect from January 1, 2020 and shall remain in effect until December 31, 2024 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 ten (10) days after receipt of any notice given pursuant to this Article by either party, the parties to this Agreement shall commence negotiations. During the period of negotiations this Agreement shall continue in full force and effect.

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 8th day of June, 2021.

**ON BEHALF OF:**

CITY OF SALMON ARM

  
\_\_\_\_\_  
Corporate Officer

  
\_\_\_\_\_  
Manager, Human Resources

**ON BEHALF OF:**

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1908

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Vice President

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



**Schedule "A" – Hourly Wages and Classification – Office Employees – 3 Steps**  
**Step 1 – 1<sup>st</sup> Year; Step 2 – 2<sup>nd</sup> Year; Step 3 – 3<sup>rd</sup> Year**

Classification	Steps	1%	1%	2%	2%	2%	2%
		Jan 1, 2020	July 1, 2020	Jan 1, 2021	Jan 1, 2022	Jan 1, 2023	Jan 1, 2024
Receptionist Typist	1	23.40	23.63	24.11	24.59	25.08	25.58
Recreation Typist	2	25.12	25.38	25.88	26.40	26.93	27.47
	3	26.58	26.84	27.38	27.93	28.48	29.05
Accounting Clerk I	1	23.88	24.12	24.60	25.09	25.59	26.11
	2	25.64	25.90	26.42	26.95	27.48	28.03
	3	27.19	27.46	28.01	28.57	29.14	29.73
Clerk Typist II	1	25.80	26.06	26.58	27.11	27.65	28.21
	2	27.76	28.04	28.60	29.17	29.75	30.35
	3	29.49	29.78	30.38	30.98	31.60	32.24
Clerk Typist - RCMP/General Office	1	25.93	26.19	26.71	27.24	27.79	28.35
	2	27.90	28.18	28.74	29.32	29.90	30.50
	3	29.63	29.93	30.53	31.14	31.76	32.40
RCMP Detachment Clerk	1	26.05	26.32	26.84	27.38	27.93	28.48
	2	28.04	28.32	28.88	29.46	30.05	30.65
	3	29.78	30.08	30.68	31.29	31.92	32.56
Accounting Clerk II	1	26.49	26.75	27.29	27.83	28.39	28.96
Customer Services Representative	2	28.55	28.83	29.41	30.00	30.60	31.21
	3	30.26	30.56	31.17	31.79	32.43	33.08
Payroll Clerk	1	29.33	29.62	30.22	30.82	31.44	32.07
	2	30.25	30.55	31.16	31.79	32.42	33.07
	3	31.10	31.41	32.04	32.68	33.33	34.00
Recreation Programmer	1	30.15	30.45	31.06	31.68	32.32	32.96
Operations Clerk	2	31.00	31.31	31.94	32.58	33.23	33.89
	3	31.98	32.30	32.95	33.61	34.28	34.96
Draftsperson	1	30.20	30.50	31.11	31.73	32.37	33.01
	2	31.14	31.45	32.08	32.72	33.38	34.04
	3	32.12	32.44	33.09	33.75	34.43	35.11
Accounting Clerk III	1	31.14	31.45	32.08	32.72	33.38	34.04
Instrument Person	2	32.12	32.44	33.09	33.75	34.43	35.11
Court Liaison/Exhibit Custodian	3	32.40	32.73	33.38	34.05	34.73	35.43
Engineering Assistant I							

**Schedule "A" – Hourly Wages and Classification – Office Employees – 3 Steps**

**Step 1 – 1<sup>st</sup> Year; Step 2 – 2<sup>nd</sup> Year; Step 3 – 3<sup>rd</sup> Year**

Classification	Steps	1%	1%	2%	2%	2%	2%
		Jan 1, 2020	July 1, 2020	Jan 1, 2021	Jan 1, 2022	Jan 1, 2023	Jan 1, 2024
Accounting Clerk IV	1	33.06	33.39	34.06	34.74	35.44	36.14
License & Bylaw Enforcement Officer	2	34.12	34.46	35.15	35.85	36.57	37.30
Traffic Control Officer	3	35.22	35.57	36.28	37.01	37.75	38.50
Building Inspector I	1	35.37	35.73	36.44	37.17	37.92	38.67
Planner I	2	36.50	36.87	37.60	38.35	39.12	39.90
GIS Technician	3	37.75	38.12	38.89	39.66	40.46	41.27
Accountant	1	37.71	38.08	38.85	39.62	40.42	41.22
Building Inspector II	2	38.98	39.37	40.16	40.96	41.78	42.62
Planner II	3	40.30	40.70	41.51	42.34	43.19	44.05
Systems Manager							
GIS Coordinator							
Building Inspector III	1	39.59	39.99	40.79	41.60	42.43	43.28
Planner III	2	40.92	41.33	42.16	43.00	43.86	44.74
Engineering Assistant II	3	42.34	42.76	43.61	44.49	45.38	46.28
Senior Planner	1	40.55	40.96	41.78	42.61	43.46	44.33
	2	41.92	42.34	43.19	44.05	44.93	45.83
	3	43.37	43.81	44.68	45.58	46.49	47.42
<b>Trades Inspectors Adjustment</b> - Building and/or Plumbing Inspectors required to have a Trades Certificate, as set out in their job description, shall receive eighty-four dollars (\$84.00) bi-weekly, or one hundred eighty-three dollars (\$183.00) per month, in addition to their normal salary.							

### Schedule "A" – Hourly Wages and Classification

Classification	1%	1%	2%	2%	2%	2%
	Jan 1/20	Jul 1/20	Jan 1/21	Jan 1/22	Jan 1/23	Jan 1/24
Labourer I	27.60	27.88	28.44	29.01	29.59	30.18
Labourer II	28.41	28.70	29.27	29.85	30.45	31.06
Equipment Operator I Painter Water Utility Person I	28.79	29.07	29.65	30.25	30.85	31.47
Equipment Operator II Tradesperson (Non-Certified) WWTP Operator-In-Training Warehouseperson	29.37	29.66	30.26	30.86	31.48	32.11
Equipment Operator III Road Surface & Sign Maint. Technician Arena Attendant	30.01	30.31	30.91	31.53	32.16	32.81
Equipment Operator IV Irrigation Technician Parks Gardener II Utilityperson II WWTP Operator I	30.60	30.91	31.53	32.16	32.80	33.46
Applied Skills Equipment Operator V Utilityperson III WTP Operator II WWTP Operator II	32.41	32.74	33.39	34.06	34.74	35.43
Tradesman Certified with premium included	33.86	34.19	34.88	35.58	36.29	37.01
Crew Leader Sub-Foreman WTP - Chief Operator WTP Operator III WWTP - Chief Operator WWTP Operator III	33.93	34.27	34.95	35.65	36.36	37.09

### Schedule "A" – Hourly Wages and Classification

Classification	1%	1%	2%	2%	2%	2%
	Jan 1/20	Jul 1/20	Jan 1/21	Jan 1/22	Jan 1/23	Jan 1/24
Special Trades Rates:						
Certified Carpenter II with premium included	34.54	34.89	35.59	36.30	37.02	37.76
Certified Mechanic with premium included	36.62	36.99	37.73	38.48	39.25	40.04
<p>**In addition to the hourly rate increase shown for Outside Employees, Certified Tradesman 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 received one dollar and twenty cents (\$1.20) per hour. Eligible tradesmen are: Sub-Foreman Garage; Automotive Mechanic/Welder; Mechanic-Welder; Carpenter II and Automotive -Mechanic</p>						



**Schedule "A" – Hourly Wages and Classification  
Recreation Centre**

	1%	1%	2%	2%	2%	2%
Classification	Jan 1/20	Jul 1/20	Jan 1/21	Jan 1/22	Jan 1/23	Jan 1/24
<b>Full Time Employees</b>						
Building Maintenance Custodian	27.45	27.73	28.28	28.85	29.42	30.01
Building Maintenance Custodian II	30.01	30.31	30.91	31.53	32.16	32.81
Receptionist/Typist/Cashier/Clerk	25.87	26.12	26.65	27.18	27.72	28.28
Lifeguard Instructor I	26.81	27.07	27.61	28.17	28.73	29.31
Lifeguard Instructor II	27.45	27.73	28.28	28.85	29.42	30.01
Aquatic Supervisor	29.28	29.57	30.16	30.77	31.38	32.01
<b>Part Time Employees</b>						
Cashier/Receptionist	19.65	19.85	20.25	20.65	21.07	21.49
Recreation Assistant	20.13	20.33	20.74	21.15	21.57	22.01
Custodian/Maintenance	20.78	20.98	21.40	21.83	22.27	22.71
Lifeguard	20.59	20.80	21.22	21.64	22.07	22.51
Aquafit/Fitness Instructor	25.53	25.79	26.30	26.83	27.37	27.91

**LETTER OF UNDERSTANDING - #1**

**BETWEEN**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES ON BEHALF OF LOCAL 1908**

**AND**

**THE CITY OF SALMON ARM**

**EMPLOYER OBLIGATIONS TO EMPLOYEES'**

*In recognition of the Employers right to contract out work and in recognition of the Employers obligation to their 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 ten (10) working days of receiving said cost estimate.**
2. *Those employees named on the agreed to list attached and forming part of this Letter of Understanding will not lose their employment as a result of contracting out.*
3. *The officers of each CUPE Local or unit will provide a letter to their respective councils offering suggestions and incentives for doing work "in house" which is currently being contracted out.*
4. *Employees who are displaced by the contracting out of their job and covered by number two (2) above, shall have the option of receiving severance pay at a rate of one (1) week's pay for each year of seniority to a maximum of ten (10) weeks upon severing their employee/employer relationship. The employee shall have up to three (3) months from the date of displacement to exercise their 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: October 26, 1988  
Renewed (list revised): May 19, 2005  
Renewed: February 7, 2011  
Renewed: February 6, 2018  
Renewed: December 15, 2016  
**Renewed: January 1, 2020**

**CITY OF SALMON ARM**

*ARMOUR, Steve G  
BOYD, Scott  
BRAIDWOOD, Rod D  
CANN, Donald A  
CRAIG, Beverlee A  
DAVIE, Michael G  
DAVIES, John R  
EDWARDS, Linda J  
ELLIS, Jim  
FIELDS, Ross A  
FOSKETT, Jerry  
FRESE, Hart  
FRESE, Kathy D  
GREENCORN, Jamie  
HALVERSON, Shelly L*

*HANSEN, Kevin E  
JUUL-ANDERSEN, Karen  
KREBS, Gary E  
MILLWATER, Terry  
MYERS, Terry G  
NICKLASON, Georgina  
PARKES, Roger C  
PERME, Shelley K  
RASMUSON, John G  
REYNOLDS, Bruce W  
ROBINSON, Lee C  
SMITH, Donald A  
SMITH, Larry  
SMITH, Susan C  
STEWART, Marianne  
TURLOCK, Jon*

**LETTER OF UNDERSTANDING - #2**

**BETWEEN**

**THE CITY OF SALMON ARM**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES 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 Long Term Disability Plan will continue to be entitled to benefit payments under the terms of that Plan as long as they remain eligible under the terms and conditions of that Plan.*
2. *The Employer agrees to advise the Union of employees on extended sick leave, and who may be expected to make claims for Long Term Disability insurance income, no later than the end of the fourth (4<sup>th</sup>) month in which said employees are on Weekly Indemnity. The Employer agrees to provide the Union with the employee's rate of pay on the last day of work prior to illness, date of illness, current address, classification and marital status.*
3. *The Employer agrees to the check-off of premiums from all employees who shall be required to join as a condition of employment unless the Employer is otherwise notified by the Union.*
4. *The Employer agrees to remit LTD premiums to the Union. Payroll deductions will be made on a bi-weekly basis from all eligible employees and shall be forwarded to the Union not later than the fifteenth (15<sup>th</sup>) day of the following month with a list of names of all employees from whom deductions have been made. The premium deductions must be calculated as a percentage of an employee's salary (pay) or a flat amount per employee. Changes to the amounts to be deducted must be submitted by the Union to the Employer no later than thirty (30) days in advance of the effective date of such changes.*
5. *The Union agrees to administer the CUPE plan and to handle LTD claims and other business arising with employees having LTD 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  
Local 338, 363, 608, 1136 & 1908**

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

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

Original: July 6, 1987  
Revised: August 28, 1992  
Renewed: May 19, 2005  
Renewed: February 7, 2011  
Renewed: February 13, 2013  
Renewed: December 15, 2016  
**Renewed: January 1, 2020**



**LETTER OF UNDERSTANDING - #3**

**BETWEEN**  
**THE CITY OF SALMON ARM**  
**AND**  
**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1908**

**RE: JOB TRAINING**

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

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

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

*The parties 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**

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

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

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

**ON BEHALF OF CUPE LOCALS 338,  
363, 608, 1236 and 1908**

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

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

Original: October 26, 1988  
Renewed: May 19, 2005  
Renewed: February 7, 2011  
Renewed: February 13, 2013  
Renewed: December 15, 2016  
**Renewed: January 1, 2020**

**LETTER OF UNDERSTANDING - #4**

**BETWEEN**

**CITY OF SALMON ARM**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1908**


**RE: HIRING OF CO-OPERATIVE STUDENTS FROM POST-SECONDARY EDUCATIONAL PROGRAMS**

*The Parties agree that there is a benefit in hiring students while enrolled in specific post-secondary programs.*

- (a) *A Co-op Student is a student registered in a recognized Co-operative Program at a participating post-secondary institution.*
- (b) *The Parties agree that none of the provisions of the Collective Agreement, other than the wage rate of **twenty two dollars (\$22.00) per hour plus fourteen percent (14%) in lieu of all vacation and fringe benefits** shall apply to Co-op Students.*
- (c) *The term of employment shall coincide with the educational program of the Co-op Student and at the discretion of the City of Salmon Arm.*
- (d) *Co-op Students shall not carry out the work regularly performed by CUPE members.*
- (e) *This agreement may be rescinded by either party with thirty (30) days' notice.*

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this        day of **January, 2021**.

**ON BEHALF OF:  
The City of Salmon Arm**

  
\_\_\_\_\_  
Manager, Human Resources

**ON BEHALF OF:  
Canadian Union of Public Employees  
Local 1908**

  
\_\_\_\_\_  
President, Local 1908

**LETTER OF UNDERSTANDING - #5**

**BETWEEN**

**CITY OF SALMON ARM**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1908**

**RE: ARENA ACTIVITY MONITOR AND ARENA CONCESSION WORKERS**

*The parties agree to establish the classification of Arena Monitor, Arena Concession Worker I and Arena Concession Worker II. Job duties shall be as specified in the job descriptions provided to the Union by the City.*

*It is also understood that only **one (1)** person is employed in the Arena Concession Worker II category.*

*None of the provisions of this Agreement, including employee categories, other than wage rates, Union dues deduction, and access to grievance procedure shall apply to persons hired in these classifications.*

*Wage rates shall be as follows:*

*Arena Activity Monitor           \$7.15 per hour*

*Arena Concession Worker I   \$7.90 per hour*

*Arena Concession Worker II   \$9.90 per hour*

***On behalf of the Okanagan Mainline  
Municipal Labour Relations Association***

***On behalf of the Canadian Union  
of Public Employees, Local 1908***

*“Dwayne Burdeniuk”*

*“Bill Dingman”*

*“Doug Lagore”*

*“Marcel Bedard”*

*“Rick Baker”*

*“Kevin Hansen”*

*Original: August 25, 1992*

*Renewed: May 19, 2005*

*Renewed: February 7, 2011*

*Renewed: February 13, 2013*

*Renewed: December 15, 2016*

***Renewed: January 1, 2020***

