

COLLECTIVE AGREEMENT

2019-2023

between

THE CITY OF KAMLOOPS



Canada's Tournament Capital

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 900



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THIS AGREEMENT made and entered into on the 23rd day of May, 2019.

BETWEEN: THE CITY OF KAMLOOPS
(Hereinafter called the "Employer") PARTY OF THE FIRST PART

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL NUMBER 900
Chartered by the Canadian Union of Public Employees and affiliated with the
Canadian Labour Congress
(Hereinafter called the "Union") PARTY OF THE SECOND PART

PREAMBLE

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

1. To maintain the existing harmonious relations and settled conditions of employment between the City of Kamloops (Hereinafter called the "Employer") and the Union.
2. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work, and scale of wages, etc.
3. To encourage efficiency in operation.
4. To promote the morale, well-being, and security of all the employees in the bargaining unit of the Union.

AND WHEREAS it is now desirable that methods of bargaining and all matters pertaining to the working condition of the employees be drawn up in agreement.

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE 1: RECOGNITION AND NEGOTIATIONS

a. Bargaining Agency

The Employer and anyone authorized to act on its behalf recognizes the Canadian Union of Public Employees, Local No. 900 as the sole collective bargaining agency for its employees classified and covered by this agreement and hereby consents and agrees to negotiate with the Union or any authorized committee thereof, in any and all matters affecting the relationship between the parties to this agreement, looking forward to a peaceful and amicable settlement of any differences that may arise between them.

b. Bargaining Unit Work

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

c. Contracting Out

In recognition of the Employer's rights to contract out work and in recognition of the Employer's obligation to its employees, the parties agree as follows:

- i. 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:
 1. The Employer will provide the Union with an estimate of the cost of doing the work "in house."
 2. 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.
 3. Shadow bidding may be used in certain circumstances.
- ii. Employees with not less than ten (10) years of service will not lose their employment as a result of contracting out.
- iii. Employees who are displaced by the contracting out of their job and covered by (ii) 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 pay 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.
- iv. The Employer will pay out severance to the best advantage of the employee provided the payout does not contravene any law. It is understood that, should the payout extend over a period of time, the ex-employee is considered as severed and qualifies for no benefits whatsoever during such payout.

ARTICLE 2: MANAGEMENT RIGHTS

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

ARTICLE 3: NO DISCRIMINATION

The Employer and its servants and agents agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, discipline, discharge, or otherwise based on the prohibited grounds of discrimination outlined in the British Columbia Human Rights Code or by reason of their membership in a labour union.

ARTICLE 4: UNION SECURITY

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 whose employment commences hereafter shall within thirty (30) days after the commencement of their employment, apply for and maintain their membership in the Union as a condition of their employment.

ARTICLE 5: CHECKOFF OF UNION DUES

- a.** 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 and initiation fees as established by the Union in accordance with its Constitution and/or Bylaws.
- b.** Deductions shall be made from the Payroll on a bi-weekly basis for all employees, and shall be forwarded to the Local Union office bi-weekly, accompanied by a list of the names of all employees from whose wages the deductions have been made.

ARTICLE 6: THE EMPLOYER SHALL ACQUAINT NEW EMPLOYEES

The Employer agrees to supply new employees with a copy of this agreement and to draw their attention to the conditions of employment, set out in Articles 4 and 5 dealing with Union Security and Dues Checkoff. The Employer shall require new employees upon employment to sign an application for a membership card, such cards to be submitted to the Union Treasurer within thirty (30) days.

ARTICLE 7: LABOUR MANAGEMENT NEGOTIATIONS

a. Bargaining Committee

A Bargaining Committee shall be appointed and consist of not more than five (5) members of the Employer, as appointees of the Employer, and not more than five (5) members of the Union, as appointees of the Union. The Union shall advise the Employer of the Union nominees to the Committee.

b. Representatives of the Canadian Union

The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing with the Employer or negotiating with the Employer or its accredited bargaining agent.

c. Meeting of the Bargaining Committee

In the event of either the Employer or the Union wishing to call a meeting of the Committee, the meeting shall be held at a time and place fixed by mutual agreement. Such meeting shall be arranged within ten (10) calendar days after the request has been made.

d. Function of Bargaining Committee

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

e. Time Off for Meetings

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

f. Labour/Management Meetings

- i. A Labour Management Co-operation Committee shall consist of not more than six (6) representatives of the Union, and not more than six (6) representatives of the Employer. The Committee shall enjoy the full support of both parties to the Collective Agreement in the interest of maximum service to the public.
- ii. The Committee shall not have jurisdiction over wages, or any other matter of collective bargaining, including the administration of the Agreement. The Committee shall not supersede the activities of any other Committee of the Union or the Employer and does not have the power to bind either the Union or its members or the Employer to any decision or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and Employer with respect to its discussion and conclusions and shall determine its own terms of reference.

g. Safety Committee

The Employer and the Union shall actively participate in the promotion of healthy and safe working practices and behaviours and shall cooperate with WorkSafeBC in complying with the *Workers' Compensation Act* and Occupational Health and Safety regulations.

A Safety Committee shall be set up as required by the provisions of WorkSafeBC. The Employer and the Union shall each appoint members to this Committee. Meetings shall be held each month and during working hours.

Article 8

ARTICLE 8: SENIORITY

a. Seniority List

Seniority is length of service of employment with the Employer and shall apply on a bargaining-unit-wide basis. The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

b. Acquiring Seniority

Newly hired employees shall not acquire seniority during their probation period as stated in Article 10(c).

On successful completion of the probation period, employees shall be granted seniority effective their date of hire. Where this situation results in the same seniority date for two or more employees, total hours worked will then be used. The employee with the most hours worked in the probation period will be deemed the senior employee on that date of hire, with the remaining ranked according to their total hours worked. This will be identified on the seniority list.

In the event the total hours worked does not break the tie, a coin toss or some other method satisfactory to the Union will determine the new seniority date for each remaining employee with the same seniority date.

Employees who have the same seniority date and are on payroll as of January 1, 2011, will be able to use a coin toss to determine job selection.

c. Maintaining Seniority

During an absence due to sickness, accident, or leave of absence approved by the Employer, seniority rights are maintained for twelve (12) months.

An extension may be granted by mutual agreement of the Parties.

During transfer to a non-bargaining unit position, seniority is retained for twelve (12) months during which time the employee may return to their former bargaining unit position. After twelve months of non-bargaining unit employment, the employee relinquishes any rights to bargaining unit positions.

During service in a non-bargaining unit position as stated in Article 8(c), the employee shall continue to pay Union dues based on the last bargaining unit position occupied.

d. Losing Seniority

Continued employment shall cease when seniority is lost.

If re-employed, such person shall start as a new employee and seniority rights and other benefits based upon their length of service with the Employer shall be calculated from the re-employment date.

Seniority is lost for these reasons:

- i. Discharge for just cause without reinstatement.
- ii. Resignation.
- iii. Absence from work in excess of five (5) working days without notifying the Employer unless such notice was not reasonably possible.
- iv. Not returning to work within seven (7) calendar days after written notice of recall, unless through sickness or other just cause. Employees shall advise the Employer of their current address.
- v. After a layoff of twelve (12) months.

ARTICLE 9: LAYOFFS AND REHIRINGS

a. Notice of Layoff

The Employer shall notify employees with seniority rights who are to be laid off five (5) working days before layoff is to be effective. The provisions of this clause shall not apply because of temporary suspension of work due to inclement weather.

b. Layoffs and Rehiring Procedure

The Employer and the Union recognize that job security should increase in proportion of length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority, provided that those employees retained are qualified to do the work.

The parties agree the following procedure shall apply in the event of Layoffs and Recalls:

- i. The Employer will notify the Union of the number of employees who are to be laid off, who will then be laid off in reverse order of their seniority, in accordance with the following:
- ii.
 - 1. In the event of a layoff, seniority shall govern provided the employee is qualified to do the work. An employee may choose to be laid off with the consent of the employer and the executive of the unit.
 - 2. Should a full time employee elect to bid on and secure a traditionally seasonal position they shall forfeit the right to be placed in a full time position upon layoff from the traditionally seasonal position.
- iii. In the case of layoffs the Union agrees that where the next junior employee is retained, to complete a job in progress, the retaining of their service for a period not exceeding five (5) working days shall not be considered a violation of the agreement and provided also that employees laid off have not been doing similar work.
- iv. Except in cases of redundancy, as defined in Article 27(a) or a layoff in excess of eight (8) months, inside and outside positions shall be separated for the purpose of layoff and recall.

Article 9, 10

- v. Employees shall be recalled from layoff in order of seniority provided they are qualified to do the work.
- vi. Those employees who are recalled from layoff shall return to their former job and classification held prior to layoff, consistent with their seniority, when the job is refilled.

c. Continuation of Benefits

In cases of temporary layoffs, the Employer agrees to maintain the payment of its share of the monthly premium to Medical Services Plan Contract, Extended Health Benefits and Dental for a maximum period of two (2) months in any contract year, providing that the employees contribute their own share during the period of such layoff. Where employees require the maintenance of continuation of benefits, contributions for the total cost of the premiums shall be paid by the employee to the Payroll office or deducted from final pay cheques provided at layoff.

ARTICLE 10: PROMOTIONS AND STAFF CHANGES**a. Job Posting Procedures**

Prior to filling any staff changes or promotions covered by the terms of this agreement, the employer shall post notice on all bulletin boards for a minimum of five (5) working days City-wide, in order that all members will know about the position and be able to make written application; therefore, such notice shall contain the following information:

Nature of position, required knowledge and education, ability and skills, shift, and wage and salary rate or range. Copy of the notice shall also be sent to the Secretary of the Union.

- i. The appointment will be awarded to the senior applicant with the required qualifications.
- ii. The next qualified applicant that applied on the original posting will then be offered that position.
- iii. Should the applicant list be exhausted or there are no other qualified applicants, the job will then be re-posted as per this Article.
- iv. The Employer agrees that it will post all seasonal jobs upon conversion to full-time status.

b. Method of Making Appointments

The Employer and the Union recognize that job opportunity should increase in proportion to length of service. Therefore, in making staff changes, appointment shall be made of the applicant senior in service and having the required qualifications.

c. Probation Periods

i. Crew Leader and Union Supervisory positions:

Employees selected for Crew Leader and Union Supervisory positions shall have a probation period of four (4) months. External hires for these positions shall have a probation period of six (6) months.

The positions to which the extended probation period applies are those with fifty-six (56) points or more allocated for supervisory duties in the Job Evaluation Plan, and the Crew Leader - Bylaw Services.

ii. Apprentices (see "Apprenticeships" Letter of Understanding)

Newly hired and existing employees shall be placed on a six (6) month probation period. The Union agrees to consider an extension of the probationary period if requested by the City.

iii. All other positions:

Employees selected for all other positions shall have a probation period of thirty (30) worked days. External hires for these positions shall have a probation period of four (4) months. Employees shall be confirmed in the position conditional on satisfactory completion of the probation period.

d. Probation Failure

i. For existing employees, in the event the successful applicant proves unsatisfactory in the position during the aforementioned probation period, they shall be returned to their former position without loss of seniority or previous salary, and any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority and previous salary.

ii. If an apprentice with seniority is unsuccessful during the six (6) month probationary period, or is not successful in passing the required educational courses during the apprenticeship term, they will be returned to their former position without loss of seniority or previous salary, and any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority and previous salary.

If the unsuccessful apprentice has not acquired seniority, their employment with the City will be terminated.

iii. The employment of externally hired employees may be terminated at any time during the probation period at the absolute discretion of the employer, provided however, that such discretion is not used in an arbitrary, perverse, or capricious manner.

e. Union Notification

The Employer shall give ongoing notice to the Union of all appointments, promotions, hirings, terminations of employment, addresses of new employees and change of addresses of employees.

Article 10, 11

f. Job Training Program

The Employer agrees, wherever practical, to provide an opportunity for employees to receive on-the-job training to facilitate qualifications for promotion, in the event of a vacancy arising in a position senior to their own, or upgrading to enhance job proficiency of incumbents.

Such opportunities for training shall be allocated according to seniority and aptitude. In order to monitor the job training/upgrading system and selection of applicants, the parties agree to establish a job training committee comprised of three (3) members from management and three (3) members from the Union who will make recommendations to the City Administration.

ARTICLE 11: GRIEVANCE PROCEDURE

a. Grievance Committee

The Employer acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of three (3) members who shall be employees of the Employer. The personnel of such committee shall be communicated to the Employer.

b. Grievance Definition

Should a dispute arise between the Employer and any employee(s) regarding the interpretation, meaning, operation, or application of this agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this agreement has been violated, or should any other dispute arise, an earnest effort shall be made to settle the dispute.

c. Grievance Discussions

- i. **Pre-grievance Discussion** - The employee(s) may, at their discretion, first seek to settle the matter with their Supervisor. If an employee chooses to do so, they may attend this meeting with or without a Union Steward. It is understood that any resolutions arrived at during this informal stage are non-precedent setting and non-binding on the parties.

These conditions will apply to the pre-grievance discussion:

1. Attendees may be the Grievor, Supervisor or Manager, and Union Steward.
2. The Union will make a verbal disclosure of the facts of the issue and the resolution sought.
3. The issue will be raised within forty-five (45) days of the incident giving rise to the investigation.
4. The City will respond verbally and may confirm in writing within ten (10) working days of the investigation meeting.

Failing a satisfactory settlement of the matter at the pre-grievance discussion, the parties will meet to discuss the dispute in the following manner:

- ii. **Step 1** - Individual grievances, including those about coaching and discipline up to and including termination:
 - 1. The management panel shall be the Director of the Department and the Grievor's Manager OR Supervisor, plus a Human Resources representative (maximum three (3) people).
 - 2. The Grievor may attend in addition to the Union Grievance Committee, which may include the Union Steward (maximum three (3) people plus the Grievor).
 - 3. The Union will make written disclosure of issue facts and resolution sought (not just the grievance form, but an honest effort to be specific, based on the pre-grievance meeting fact finding).
 - 4. The Union will file the grievance at Step 1 within ten (10) working days of the response received at the pre-investigation meeting stage.
 - 5. The meeting will be held as quickly as possible once the grievance is filed.

The City will respond in writing within ten (10) working days of the Step 1 meeting.
- iii. **Step 2** - Individual grievances forwarded from Step 1 and Policy
 - 1. The management panel shall be the Chief Administrative Officer, a Human Resources representative, and another person selected by the Chief Administrative Officer (maximum three (3) people plus a management representative to present the City position or advise the panel).
 - 2. The Grievor may attend in addition to the Union Grievance Committee, which may include the Union Steward (maximum three (3) people plus the Grievor).
 - 3. The Union will make written disclosure of issue facts and resolution sought.
 - 4. The Union will advance the grievance to Step 2 within ten (10) working days of receiving the Step 1 response from the City
 - 5. The meeting will be held as quickly as possible once the grievance is filed.
 - 6. The City will respond in writing within ten (10) working days of the Step 2 meeting.

Article 11, 12

iv. Step 3 - Arbitration

1. Failing a satisfactory settlement at Step 2, the Union may refer the grievance to arbitration within fifteen (15) working days of receiving the City's response at Step 2.
2. The report of the arbitrator shall be final and binding on the Employer and the Union but the Arbitrator shall not have the power to change the terms of the agreement.

d. Employer's Grievance

The provisions of Step 2 shall be changed to require a meeting between the Union and the Chief Administrative Officer with a view to seeking a settlement. If a satisfactory settlement is not reached within fifteen (15) working days of the Step 2 meeting response from the Union, the Employer may refer the dispute to an Arbitrator.

e. Single Arbitrator

The parties agree to use a single arbitrator to hear any grievances.

f. General conditions for grievance

- i. Grievances settled satisfactorily within the time allowed shall date from the time the grievance was filed.
- ii. The Employer shall supply the necessary facilities for the grievance meetings.
- iii. The time limits fixed in the grievance procedure may be extended by mutual agreement of the Employer and the Union.
- iv. At any stage of the grievance procedure, the Employer and the Union, or the Arbitrator may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 12: DISCIPLINE, DISCHARGE, OR SUSPENSION

Discharge Procedure

a. Steward Present at Interview

Where a Supervisor intends to hold an investigative meeting with an employee that has the potential to lead to discipline, the Supervisor shall provide the employee with advance notice and purpose of the meeting in order that the employee may contact the Union to arrange for a steward to be present. The Supervisor, or a representative from Human Resources will also provide the Union with meeting particulars, including the expected date, time and location of the meeting to be held.

b. Dismissal Only for Just Cause

An employee with seniority may be suspended or dismissed only for just cause. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such dismissal or suspension.

c. Legal Picket Line

Just cause shall not include the refusal of an employee to cross the picket line of a legal strike.

d. Pre-dismissal Review Period

Where the Employer considers that just cause exists for dismissal of an employee, such dismissal shall not go into effect until the employee has been so notified and a period of forty-eight (48) hours has elapsed from the time of such notification. During the said period of forty-eight (48) hours, the employee concerned shall be suspended without pay and the Employer shall review the circumstances involved. At the conclusion of the said period of forty-eight (48) hours the Employer shall either proceed with the dismissal or impose a lesser penalty. In the event the Employer finds that disciplinary action is not warranted, or that suspension is too severe, the employee shall be reinstated with payment for such time that they may have lost from work as a result of having been suspended.

e. Dismissal/Suspension Grievances

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 11, Grievance Procedure. Upon mutual agreement, Step 1 of the Grievance Procedure may be omitted in such cases.

f. Reinstatement Conditions

Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in their former position, without loss of seniority rating, and shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the Employer and the Union or in the opinion of the Board of Arbitration if the matter is referred to such a Board.

g. Letters on File

Disciplinary letters will be removed from an employee's file after three (3) years, providing the employee has made such a request and that no other behavioural or performance issues have occurred during that three (3) year period.

Article 13

ARTICLE 13: HOURS OF WORK

a. Hours

SCHEDULE 'A' OUTSIDE CLASSIFICATIONS

The normal work week for outside staff shall consist of five (5) eight (8) hour days, from Monday to Friday inclusive. The normal work day for outside staff shall not commence before 8:00 am nor finish later than 4:00 pm. No eight (8) hour shift for outside staff shall be spread over a period longer than eight (8) hours. Outside staff will be required to adhere to 'lunch on the fly' herein defined as a break no longer than thirty (30) minutes (including wash up time), where the employee is required to be available for work during that lunch break if required. Lunch on the fly shall be taken at a time least disruptive to the operation.

SCHEDULE 'A' INSIDE CLASSIFICATIONS

The normal work week for inside staff shall consist of five (5) seven (7) hour days, from Monday to Friday inclusive. The normal work day for inside staff shall not commence before 8:30 am nor finish later than 4:30 pm. No seven (7) hour shift for inside staff shall be spread over a period longer than eight (8) hours, with one unpaid hour off for lunch.

Seasonal variation of the normal work day may be made by mutual agreement of the parties to this agreement.

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

Outside Staff	-	8:00 am to 4:00 pm
Inside Staff	-	8:30 am to 12:00 noon
	-	1:00 pm to 4:30 pm

Caretakers shall work a thirty-five (35) hour work week based on a non-scheduled seven (7) hour work day mutually agreed to by the parties, which shall constitute their normal work day.

b. Work Schedule Posting

The Employer and the Union agree to set forth the work schedule for each Department and any changes to work schedules shall be by mutual agreement of the parties. Such mutual agreement shall not be unreasonably withheld. Agreed upon work schedules shall be posted conspicuously in each Department.

The Employer will provide the Union by January 30 each year a listing of the approved variations to the hours of work throughout the City.

It is agreed that various hours of work, whether covered by Letters of Understanding or not, can be implemented or changed consistent with the guidelines outlined below.

c. Work Schedule Changes

In the event a dispute arises out of the terms of No. 3 below or whether the test of reasonableness has been met, the dispute will be referred to a Preventative Mediator for resolution in accordance with the following terms of reference:

- i. It is not the intent to make changes to the general intent of the (Article 13) Hours of Work provisions of the Collective Agreement between the parties.
- ii. Hours of work changes must be made for reasons of cost and/or efficiency savings to the Employer.
- iii. The Employer will be required to establish that hours of work changes introduced under this Article will result in a cost or efficiency saving to the Employer and that operational requirements dictate the need for the proposed changes in hours of work.
- iv. The parties shall jointly agree to any Preventative Mediator to be named, who shall examine the position of both parties and will make a binding recommendation taking into account the terms of reference noted above.

The City will plan shifts as far in advance as possible.

d. Minimum Hours

- i. In the event of an employee starting work in any day and being sent home before they have completed four (4) hours, they shall be paid for four (4) hours. In the event of stoppage or suspension of work due to inclement weather they shall be paid for three (3) hours. In the event that an employee reports for work but is sent home before commencing to work, they shall be paid for two (2) hours at regular rates.
- ii. No shift of less than four (4) hours will be implemented without mutual agreement between the City and the Union.

e. Rest Period

All employees shall be permitted a fifteen (15) minute rest period in both the first and second half of a shift, except those employees affected by Article 13 (h).

f. Season Schedule

The parties hereby mutually agree to the following seasonal variation of the normal work day as described in the current work schedule.

- i. 7:00 am to 3:00 pm may be implemented in the Transportation, Common Services, Utilities and Parks divisions and in other departments where it is necessary to provide support services to these divisions.
- ii. 7:00 am to 2:30 pm for the Survey crew with a half hour off for lunch.

Should shift hour adjustments be necessary to avoid/maintain overlap (e.g. 8:00 am to 4:00 pm and 4:00 pm to 12:00 am), shifts may be started and ended one hour earlier. Such adjustments may be made at the discretion of the department/division.

Article 13, 14

The seasonal schedule will be in effect between Victoria Day and Labour Day of each year. It is required that adequate coverage be provided for Central Maintenance office and Stores Division from 8:00 am to 4:00 pm.

g. Rotating Shifts - Garage

All day shift mechanical staff will retain their present status and when any vacancies or additional positions occur on the day shift for mechanical staff an equal number of rotations will apply for the new replacements or additions.

h. Part-time Shifts and Breaks

Breaks for shifts less than seven (7) or eight (8) hours will be:

- i. Any shift up to, but less than five (5) hours = one (1) 15-minute paid break.
- ii. Any shift five (5) hours or greater = one (1) 30-minute paid break (or can be split into two (2) fifteen (15) minute paid breaks at the discretion of management).

ARTICLE 14: OVERTIME

a. Overtime Rates on Normal Work Days

All time worked outside the normal work day shall be deemed to be overtime. Overtime shall be paid for at the rate of time and a half for the first two (2) hours and double time thereafter.

b. Overtime Rates on Days of Rest and Holidays

All time worked on employee's days of rest shall be paid on the basis of double time. All time worked on Statutory Holidays shall be paid on the basis of double the standard rate of pay for every hour worked in addition to the employee's regular holiday pay.

c. No Layoff to Compensate for Overtime

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

d. Minimum Call-back Time

Every employee who is called out and required to work in an emergency, outside their regular working hours, shall be paid for a minimum of three (3) hours at overtime rates.

e. Banked Overtime

Subject to the Employer's operational requirements, employees may consider paid time off in lieu of worked overtime. Time off will only be taken upon mutual agreement between the employee and 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.

f. Sixth Day Overtime - Part-time and On Call Employees

After working five (5) consecutive shifts, a part-time or on call employee will have the following options:

- i. To have the next two (2) consecutive days as rest; or
- ii. If the employer schedules the employee to work on the sixth (6th) consecutive shift, all hours worked shall be at double time rates; or
- iii. The employee may choose to work the seventh (7th) consecutive shift at straight time.
- iv. No employee shall work more than seventy (70) or eighty (80) hours of straight time in a biweekly period, with the exception of working in a 12-hour shift pattern.
- v. The employee is responsible for advising their supervisor(s) when the employee is being offered an overtime situation.

g. Shift Change Overtime Premium Procedures

- i. Employees assigned to a new work week with a change in days of rest will be entitled to a minimum of thirty-two (32) hours free from work after having worked five (5) consecutive days. The five (5) consecutive days shall include any days worked on their former shift. Such rest may be provided prior to completing five (5) consecutive days in order to accommodate the new days of work.
- ii. An employee required to work during the thirty-two (32) hours free from work period noted in No. 1 above, shall receive double their regular wage for all hours worked during this period. No overtime premium shall be paid when an employee returns to their regular shift.
- iii. The provisions of Article 14(c) do not apply in the event of an employee being provided the thirty-two (32) hours rest noted in No. 1 above.

ARTICLE 15: STATUTORY HOLIDAYS

a. Defined Holidays

All new employees, other than employees who receive 14% in lieu of benefits, shall receive a paid holiday for the days noted below if they have been employed for thirty (30) calendar days.

New Year's Day	Queen's Birthday	Thanksgiving Day
Family Day	Canada Day	Remembrance Day
Good Friday	BC Day	Christmas Day
Easter Monday	Labour Day	Boxing Day

and any other day proclaimed or declared by the federal, provincial, or municipal governments as a holiday.

Article 15

b. Stat on Non-normal Working Day

When statutory holidays fall on a normal non-working day and no other day is declared in substitution thereof, employees shall receive a day off work in lieu of the holiday at their regular rate of pay; such day off to be taken at the discretion of the department head concerned within four (4) weeks following such a holiday.

c. No Stat During Layoff

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

d. Stat Holiday Variance for Selected Classifications

The parties agree to implement the following procedure for Statutory Holidays for permanent seasonal and permanent full time Recreation Facilities Attendants – Arenas, Recreation Facilities Attendants – Aquatics, Bylaw Services Officer II, Water/Wastewater Operator II, Water Treatment Plant Operator III (non-normal hours), Wastewater Treatment Plant Operator III (non-normal hours), and Custodial Guards.

- i. All employees engaged in performing the above positions, shall receive twelve (12) "statutory holiday substitution days" off in exchange of Statutory Holidays, within the calendar year in which they are earned. Employees covered in this clause do not receive the defined Statutory Holidays identified in Article 15 (a) or any other Statutory Holiday provision.
- ii. Employees must use one of the twelve (12) "statutory holiday substitution days" off for any calendar statutory holiday when they are not required to work for operational reasons and/or the work location is closed. All other "statutory holiday substitution days" must be taken as time off within the calendar year. Scheduling of these days off are subject to supervisory approval.
- iii. All time worked on the calendar Statutory Holidays shall be paid on the basis of double the standard rate of pay for every hour worked. One-half of this time must be paid and recorded on the calendar Statutory Holiday to ensure full time pensionable salary and service and one-half may be banked or paid out as per Article 14.
- iv. In the event employees who have taken more "statutory holiday substitution days" than are earned and they resign, are terminated, are laid off or for some other reason leave the employment of the City of Kamloops, it is agreed the number of hours or days unearned will be deducted from their last pay.

ARTICLE 16: ANNUAL VACATIONS

a. Vacation Entitlement

- i. In first calendar year following the year an employee enters service with the Employer:
 - ☐ ten (10) or more complete months of service
 - fifteen (15) working days
 - ☐ less than ten complete months of service
 - one and a half (1.5) days for each complete month of service, and one and a half (1.5) days for the total of partial months of service, maximum fifteen (15) working days
- ii. In the calendar year in which occurs the:

2nd to 7th anniversary of service	- 15 working days
8th to 15th anniversary of service	- 20 working days
16th to 20th anniversary of service	- 25 working days
21st anniversary of service	- 26 working days
22nd anniversary of service	- 27 working days
23rd anniversary of service	- 28 working days
24th anniversary of service	- 29 working days
25th anniversary of service	- 30 working days
30th anniversary of service	- 5 additional days (one time allotment)
Every five (5) year increment after thirty (30) years' service	- 5 additional days (one time allotment)
- iii. The one-time allotment may be used partially or wholly as follows:
 1. scheduled as annual vacation; or
 2. saved for pre-retirement; or
 3. cash payout at current wages; or
 4. transferred into an RRSP or Superannuation buyback.

If allotment days are not used within the calendar year in which they were given, the time will be put into the employee's pre-retirement deferral bank. The employee may make a written request to have the time moved back into their vacation bank to use prior to retirement.

b. Vacation Payout - Less than One Year's Service

Employees with less than one (1) year's service who terminate their service with the Employer and who have not used vacation days as provided for in Article 16(a) shall be paid 6% of their accumulated earnings.

Article 16, 17

c. Statutory Holidays and Vacation

If a statutory or declared holiday falls or is observed during an employee's vacation period, an additional day of vacation for each holiday shall be granted in addition to the regular vacation time.

d. Long-term Disability and Vacation

Employees while on Long-term Disability will not accrue vacation entitlement.

e. Accumulation and Deferral

Vacation entitlements shall not be accumulated; however, an employee may apply in writing, and with as much notice as possible, to defer vacation entitlement for a good cause.

f. Vacation Schedule Posting and Approval Process

- i. Seniority shall apply to selection of vacation dates.
- ii. All employees shall be granted their preferred vacation period wherever possible, or at such time as shall be mutually agreed between the Employer and the employee.
- iii. The Employer shall post a vacation schedule on all department bulletin boards no later than September 30 of each year. The schedule shall show each employee's name, along with their vacation entitlement for the forthcoming vacation year and space for the employee to indicate the vacation dates preferred by the employee.
- iv. Employees shall complete the vacation schedule by October 31.
- v. The Employer shall confirm the dates suggested by each employee or discuss alternate dates with the employee by November 30. Dates are deemed to be confirmed if the Employer fails to confirm the dates preferred by the employee, or fails to discuss alternate dates.
- vi. All vacation arrangements shall be finalized on or before December 31, unless otherwise mutually agreed.

ARTICLE 17: HEALTH LEAVE PROVISIONS

a. Health Leave Defined

Health leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being unable to work due to illness, family responsibility leave (Article 18(i)), and various health related absences including medical, dental, paramedical and counseling appointments. Health related 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 to the work day.

b. Amount of Health Leave

Health leave shall be granted to employees on the basis of one and a half (1.5) days for every month of service.

c. Health Leave Accrual

In any year where an employee has not used health leave or only a portion thereof, they shall be entitled to an accrual of all of the unused portion of health leave for future benefits. Unused health leave shall continue to accrue to a total of one hundred and fifty (150) days. A deduction shall be made from accumulated health leave of all normal working days (exclusive of holidays) absent for health leave as defined in Article 17(a) and Article 18(i) - Family Responsibility Leave.

d. Proof of Illness

An employee shall, if required by the Employer, produce a certificate from a duly qualified medical practitioner for any illness, certifying that such employee is unable to work due to illness.

e. Health Leave During Leave of Absence

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

f. Health Leave Without Pay

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

g. Health Leave Records

A record of all unused health leave shall be kept by the Employer. Any employee is to be advised, on application, of the amount of health leave accrued to their credit.

h. Health Leave Payout

Any employee having accrued health leave to their credit shall, upon retirement on Municipal Pension Plan, or death, receive a salary grant of 80% of their accrued health leave to a maximum of one hundred and twenty (120) days.

The employee may elect to receive payment of accrued health leave as:

- i. A lump sum payment at the time of retirement.
- ii. Held over to the next taxation year.
- iii. Converted into a paid pre-retirement vacation equivalent.

Article 17, 18

- iv. Transferred into an RRSP or Municipal Pension Plan buyback.

It is understood that whatever the option, the ex-employee is severed and qualifies for no benefits whatsoever during such payout.

ARTICLE 18: LEAVE OF ABSENCE

a. For Union Business

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

b. Union Conventions

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

c. Bereavement Leave

All employees shall be granted the maximum of three (3) days' paid leave, without loss of pay, in case of a death of a close relative in their family (i.e. wife, husband, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, stepchildren, stepparents, foster parents, foster children, common-law spouse, and same-sex partner).

i. Pallbearer Leave

One half (1/2) day paid leave shall be granted to attend a funeral as a pallbearer, provided such employee has the approval of their supervisor.

ii. Additional Bereavement Leave

If additional bereavement leave is required, an employee may use up to three (3) days annually from their health leave bank. Should more than six (6) days total be required for a bereavement leave, the residual amount may be claimed in the following calendar year to the annual maximum of three (3) days.

d. Leave for Union Officers

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

e. General Leave

The Employer may grant leave of absence without pay and without loss of seniority to a maximum of six (6) months to any employee requesting such leave for good and sufficient cause, such request to be in writing and submitted to the Employer. When such leave has been granted it shall not affect Statutory Holiday pay during the first thirty (30) calendar days of such leave.

f. 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 normal earnings and the 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.

g. Maternity Leave and Parental Leave

Maternity Leave and Parental Leave shall be granted in accordance with the provision of the *British Columbia Employment Standards Act*.

h. Compassionate Care Leave

Compassionate Care Leave shall be granted in accordance with the provision of the *British Columbia Employment Standards Act*.

i. Family Responsibility Leave

In the case of illness or domestic emergency in the immediate family, or in the case of short-term family responsibilities at home, an employee shall be granted necessary time off, to be drawn from accumulated health leave with full pay. The maximum number of paid days allowed under the leave is five (5) days per year.

ARTICLE 19: PAYMENT OF WAGES AND ALLOWANCES

a. Paydays

The Employer shall pay all employees every second (2nd) Friday.

b. Vacation Pay

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

c. Pay During Temporary Transfers

If an employee substitutes on any job during the absence of another employee, or performs the duties of a higher classification, they shall receive the rate for the job, or their regular rate, whichever is the greater. The rate shall apply for payment of Statutory Holidays, vacations and health leave providing such employee has worked in the above capacity for a majority of hours in the previous week.

Article 19

The City will pay an employee the higher rate of pay for the first thirty (30) consecutive working days in the event that the City assigns an employee to a position paying a lower rate of pay.

The City will not pay an employee the higher rate of pay when the employee successfully secures a lower paying position through the posting process or when an employee is assigned by the City to perform duties of a lower paying position while on seasonal or temporary layoff or when employees are working on an on call basis. They will be paid the rate for the position whose duties they are performing.

d. Supervisor Substitution Pay

When a Crew Leader or Union Supervisor is required to relieve an exempt Supervisor, they will be paid at their own rate plus 10%.

e. Shift Differential

Shift differential is paid for those hours worked on scheduled shifts beyond the normal work day. Shift differential will not be stacked on overtime. Shift differential for the term of this Collective Agreement (2019 – 2023) is \$1.23 per hour.

f. First Aid Attendants

The premium for designated Level 2 Attendants shall be seventy-five cents (75¢) per hour which will be attached to their hourly rate of pay.

For those who have Level 2 Intermediate First Aid and are not designated, the premium shall be twenty-five cents (25¢) per hour which will be attached to their hourly rate of pay.

In cases where no internal applicant has filled a vacant position, the City may require a new employee to train as a Level 2 First Aid Attendant. Such training shall not be required of internal applicants should such a position become vacant, in cases of redundancy or job rearrangement due to layoff and recall.

Employees now holding Designated First Aid positions with a valid Industrial First Aid Ticket, regardless of the level of the "Ticket", shall be paid seventy-five cents (75¢) per hour which will be attached to their hourly rate of pay until their ticket expires.

The City reserves the right to determine the number of non-designated and designated First Aid Attendants.

g. Benefit Allowance for Part-time, Temporary, and On Call Employees

- i. Commencing with their first day of employment, all part-time employees, on call employees, and temporary employees hired for less than an eight (8) month term will receive a benefit allowance equal to 14% of their total earnings, including overtime pay, until they qualify for benefits under Article 19(h).

This benefit allowance is in lieu of annual vacations, statutory holidays, health leave, bereavement leave, group life, medicals, extended health, and dental. Such payment will be made each pay period.

Regular employees who accept temporary positions and return to their regular position will be exempt from this clause and maintain their normal benefits.

- ii. For the purpose of this Article 19(g), part-time employees shall be those that regularly work less than thirty (30) hours per week for outside classification employees and twenty-eight (28) hours per week for inside classification employees.
- iii. Temporary employees hired for eight (8) months or more shall qualify for annual vacations, statutory holidays, health leave, bereavement leave, group life, medicals, extended health, and dental.

h. Benefit Eligibility for Part-Time, Temporary and On Call Employees

- i. Part-time, temporary and on call employees shall be entitled to full benefits of this agreement when they meet the following criteria:
 1. Inside Classification Employees - the employee has worked an average of not less than four hundred and fifty-five (455)* hours over a seventeen (17) consecutive week period.

*455 = actual hours worked.
 2. Outside Classification Employees - the employee has worked an average of not less than five hundred and ten (510)* hours over a seventeen (17) consecutive week period.

*510 = actual hours worked.
 3. Employees may maximize their hours by working up to and including five (5) days in a seven (7) day period.
- ii. Part-time, temporary and on call employees shall maintain full benefits of this agreement if they meet the following criteria:
 1. Inside Classification Employees - Employees must average four hundred and fifty-five (455) paid hours over a seventeen (17) consecutive week period.

Article 19, 20

2. Outside Classification Employees - Employees must average five hundred and ten (510) paid hours over a seventeen (17) consecutive week period.
3. Employees may maximize their hours by working up to and including five (5) days in a seven (7) day period.

Employees who fail to meet the average number of paid hours as stipulated above shall cease to maintain benefits and shall receive 14% in lieu of said benefits unless they subsequently requalify for benefits under subsection ii(1) above.

Should an employee cease to maintain benefits, any health leave accrued shall remain banked and will be used as necessary in a manner consistent with the terms and conditions of this Collective Agreement.

i. Tool Allowance

Mechanic/Welders who are required to use their own tools shall receive an annual tool allowance of one thousand dollars (\$1,000) paid quarterly.

j. Benefits During First Month of Retirement

Employees who retire from the City shall have their health care benefits (MSP, EHB, and Dental) extended for one (1) month past their retirement date at the Employer's cost to cover the waiting period for the Municipal Pension Plan benefit plan.

ARTICLE 20: JOB CLASSIFICATIONS AND RECLASSIFICATIONS

a. New or Changed 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 10(a). The posting shall indicate that the new classification and rate of pay is subject to agreement between the Union and the Employer. Within thirty (30) working 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 an arbitration under the provisions of Article 11. Any change in rate resulting from discussion between the parties, or following a reference to arbitration, shall be retroactive to the date the new classification was instituted by the Employer. Discussion between the parties and any rulings of the arbitrator will be guided by the Job Evaluation Program.

b. Changed Classification

If the Union claims that the duties of an existing classification have been significantly changed, the Union may request to meet with the Employer to review the classification and/or rate. If within thirty (30) working days of the submission of such request, which shall be in writing, and the request shall specify any changes in duties and any proposed change in the rate of pay, mutual agreement cannot be reached, the difference may be referred to arbitration under the provisions of Article 11. Any changes in rate resulting from discussion between the parties, or following a reference to arbitration, shall be retroactive to the date the Union submitted its request to the Employer. Discussions between the parties and any rulings of the arbitrator will be guided by the Job Evaluation Program.

c. Abandonment

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

d. Extension of Time Limits

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

ARTICLE 21: SUPPLEMENTATION OF COMPENSATION AWARD

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

ARTICLE 22: BENEFITS

a. Pension Plan

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

Article 22

b. Medical Services and Extended Health Benefits (EHB)

In addition to basic coverage, the Extended Health Benefits (EHB) includes the following:

Fifty dollar (\$50) annual deductible

Unlimited lifetime maximum

Five million dollar (\$5,000,000) limit on emergency out of country medical expenses.

Eighty percent (80%) reimbursement of the first one thousand dollars (\$1,000) of eligible out of pocket expenses incurred in a calendar year for the employee and for each covered dependent, one hundred percent (100%) thereafter

Vision Care – three hundred dollars (\$300)/two (2) years

Paramedicals (combined) – one thousand dollars (\$1,000)/year

Hearing Aids – eight hundred dollars (\$800)/five (5) years and eight hundred dollars (\$800)/two (2) years for dependents under age eighteen (18).

Improvements to the plan will be implemented where such improvements do not represent increased costs to the employer.

c. Group Life Insurance

Employees shall participate in a mutually agreeable group life insurance policy. The amount of group life insurance coverage under this section shall be based on the calculation of one and a half (1.5) times an employee's annual salary with a minimum coverage of twelve thousand dollars (\$12,000).

d. Dental Plan

All eligible employees shall be enrolled in the Dental Plan which includes the following coverage (effective 2012 January 1):

i. Basic Plan "A" of M.S.P. providing 100% payment of claim

ii. Plan "B" providing 75% payment of claims

iii. Plan "C" providing 100% payment of claims to \$3,000 maximum

It is agreed that participation in the dental plan is a condition of employment for all eligible employees of the Employer.

e. Maintenance of Benefits on Layoff

Employees who are to be laid off may elect to continue benefits through direct payments to the Employer of 100% of the premium costs.

f. City Pays Premium Costs

Premium costs for (b), (c), and (d) above shall be paid by the City.

Health benefit for LTD recipients shall be paid by the City for a period of three (3) months.

g. Premiums for Recalled Employees

Employees who have maintained their coverage during layoff will have their premiums pro-rated for the month in which they are recalled. Employees who have not maintained their coverage who get recalled to work will be eligible for coverage on the first of the month following the month which they return.

ARTICLE 23: GENERAL CONDITIONS

a. Strike at Employer's Premises

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

b. No Strike Pending Grievance and Arbitration Procedure

The Union agrees that it will not cause, promote, sanction or authorize any strike, sit down, slow down, sympathetic strike or other interference with work by the employees for any cause whatsoever until all provisions of this Agreement relating to grievance and arbitration procedure have been complied with, unless failure to comply with such procedure is due to any act or refusal to act or misconduct of the Employer.

c. No Lockout Pending Grievance and Arbitration Procedure

The Employer agrees that it will not create or institute any lockout of the employees with respect to any dispute between the Employer and the Union or the Employer and its employees until all provisions of this Agreement relating to grievance and arbitration procedure have been complied with, unless failure to comply with such procedure is due to any act or refusal to act or misconduct of the Union or its employees.

d. Bulletin Boards

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

e. Instructional Courses

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

f. Sanitary Facilities

The Employer agrees to make available suitable toilets on construction sites in locations where no other facilities are readily available for employees.

Article 23, 24

g. Employee Parking

The Employer agrees to provide parking space free of charge for City Hall and Parks Department employees in an area at Riverside Park designated for parking by permit provided that this space shall be available only as long as the designated area is not required for park purposes.

h. Subrogation Clause - Payment of Health Leave or Long-term Disability

In the event that the employee's illness or disability is the result of an accident or other event for which a third party may be responsible it is subject to the following terms and conditions:

- i. The employee must submit, as part of any claim, a request for a sum in respect of all lost wages.
- ii. The employee must immediately advise the third party of the City's subrogation rights and provide a copy of this Article to the third party.
- iii. If the employee's claim in respect of lost wages is successful through a negotiated settlement or court award, the employee shall be obliged to reimburse the City the amount received from the third-party or the actual health leave benefit received, whichever is lesser.
- iv. Under no circumstances will legal fees paid or payable by the Employee with respect to recovery for lost wages from the third party serve to reduce repayment of benefits to the City.

ARTICLE 24: TECHNOLOGICAL CHANGE

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

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

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

either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an Arbitration Board pursuant to Article 11 of this Collective Agreement, bypassing all other steps in the grievance procedure.

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.

- 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 technological change;
 - iv. that the Employer pay to that employee such compensation in respect of their displacement as the Arbitration Board considers reasonable;
 - v. that the matter be referred to the Labour Relations Board (under Section 54 of the Labour Code of British Columbia).

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 25: PRESENT CONDITIONS AND BENEFITS

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

ARTICLE 26: GENERAL

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

Wherever the word spouse, husband, wife, or common-law spouse is used in this agreement, they also mean same-sex partner.

ARTICLE 27: SEVERANCE PAY

a. Conditions for Severance Pay

Subject to the conditions set out in Sections (b) to (f) inclusive, the Employer will provide severance pay equivalent to one (1) week's pay for each year of service to employees who are unable to continue in their jobs because of non-compensable injury or illness, mental or physical conditions, or who become redundant due to the introduction of new methods, equipment or organization.

Article 27

b. Placement, Training, and Retraining

The Employer will endeavour to place an employee referred to in Section (d) in other work consistent with their mental or physical condition or other qualifications and will endeavour to provide any necessary training or retraining. Except for the situation referred to in Section (c), should the employee refuse to be placed in such other work or to undergo training, they shall not be entitled to severance pay.

c. Severance Pay on Redundancy

Notwithstanding the provisions of Section (b), an employee who becomes redundant due to the introduction of new methods, equipment or organization, shall be entitled to severance pay if the only other work in which they can be placed or for which they can be trained falls within a lower rated classification than the job they held at the time they became redundant.

d. Eligibility for Severance Pay

To become eligible for severance pay an employee must have completed not less than ten (10) years of continuous service in the employ of the Employer.

The Employer will provide severance pay to non-continuous employees who have completed not less than ten (10) years of service on the following basis:

- i. The employee's months of service are totalled and divided by twelve (12) to get the actual worked years/months. The employee is then eligible to be paid one (1) week's pay for each full year of service. Partial years of service shall be paid on a pro rata basis.

e. No Severance Pay on Layoff Due to Shortage of Work



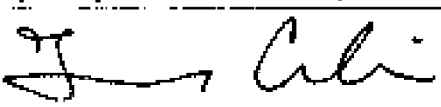



The provisions of this Article do not apply to employees who are laid off due to shortage of work and not because of redundancy as defined in Section c.

- f. The amount of severance pay to which an employee shall be entitled shall not exceed ten (10) weeks.

ARTICLE 28: TERM OF AGREEMENT

This Agreement shall take effect from January 1, 2019, and shall remain in effect until December 31, 2023, and thereafter from year to year unless either party to this Agreement gives notice to commence Collective Bargaining in accordance with the provisions of the British Columbia Labour Relations Code. During the period of negotiations, this Agreement shall continue in full force and effect.

The parties to this Agreement hereby exclude the operation of Section 50 of the Labour Relations Code.

FOR THE UNION	FOR THE CITY
 Harry Nott, CUPE National Representative	 Byron McCorkell, Community and Protective Services Director
 Travis Carlin, CUPE Co-Unit Chair	 Colleen Quinley, Human Resources Manager
 Rajan G, CUPE Co-Unit Chair	 Kathy Humphrey, Corporate Services Director

SCHEDULE "A" - WAGES - Inside Classifications

Pay Grade	Position	Jan 1, 2019	Jan 1, 2020	Jan 1, 2021	Jan 1, 2022	Jan 1, 2023
		2.5%	2.25%	2%	2%	2%
1	Caretaker (LOU)	22.07	22.57	23.03	23.50	23.97
2	Courier	26.21	26.80	27.34	27.89	28.45
	Customer Relations Representative					
	Landfill Clerk					
3	Caretaker I	26.94	27.55	28.11	28.68	29.26
	Clerk Typist					
4	Museum Clerk	27.70	28.33	28.90	29.48	30.07
5	Central File Clerk	28.54	29.19	29.78	30.38	30.99
	City Hall – Customer Service Clerk					
	Operations Clerk - DES					
	Print Shop Clerk					
6	Development, Engineering, and Sustainability Clerk	29.34	30.01	30.62	31.24	31.87
	Finance Clerk					
	GIS Word Processing Operator - RCMP					
	Legislative Services Clerk					
	Payroll Clerk					
	Planning Clerk					
	Real Estate Clerk					
	Records Management Clerk					
	Word Processing Operator - RCMP					
7	Bylaw Services Clerk	30.17	30.85	31.47	32.10	32.75
	Engineering Clerk					
	Lead Hand - Caretaker					
	Office Services Clerk – Civic Operations					
	Office Services Clerk - KFR					
	Permit Processing Clerk					
	PRCS Clerk					
	RCMP Clerk					
	Traffic Clerk - RCMP					
8	Accounting Clerk III - Accounting	30.65	31.34	31.97	32.61	33.27
	Accounting Clerk III - Operations					
	Business Licensing Clerk					
	Court and Information Coordinator					
	Data Technician - RCMP					
	Exhibit Control Officer					
	Finance Technician					
	Inventory/Transportation Clerk					
	Junior Archivist					
	Museum Interpreter					
	Pay and Benefits Clerk					
	Police Accounts Clerk – RCMP					
	Records Management Systems (RMS) Clerk					
	Watch Clerk - RCMP					

Pay Grade	Position	Jan 1, 2019	Jan 1, 2020	Jan 1, 2021	Jan 1, 2022	Jan 1, 2023
		2.5%	2.25%	2%	2%	2%
9	Communication Services Assistant	31.19	31.90	32.54	33.20	33.87
	Communications & Community Engagement Assistant					
	Community Policing Office Services Clerk					
	Disclosure Clerk - RCMP					
	Planning Assistant					
	Project Assistant – Civic Operations					
	Purchasing Technician					
9TQ		33.33	34.08	34.77	35.47	36.18
10	Assistant Business License Inspector	32.75	33.49	34.16	34.85	35.55
	Court Liaison Officer					
	Crime Analyst I					
	Crime Prevention Liaison					
	Engineering Design Technician I					
	Environmental Services Coordinator					
	Finance Analyst					
	Graphic Designer					
	Information Officer - RCMP					
	Records Reviewer - RCMP					
	Solid Waste Services Analyst					
	Survey Technician I					
	Sustainability Educator					
	Sustainability Program Coordinator					
	Traffic Tech I					
10 TQ		34.12	34.89	35.59	36.31	37.04
11	Active Living Coordinator	34.27	35.05	35.76	36.48	37.21
	Archivist					
	Arts, Culture, and Heritage Coordinator					
	Claims and Insurance Coordinator					
	Communication Services Coordinator					
	Community Events Coordinator					
	Community Development Coordinator					
	Engineering Utilities Tech I					
	Healthy Living and Wellness Coordinator					
	IT Helpdesk Technician					
	Legislative Assistant					
	Museum Curator					
	Museum Educator					
	Plan Checker I					
	PRIME & Records Coordinator					
	Property Use Inspector					
	RCMP Office Support Coordinator					
	Recreation Program Coordinator					
	Social Development Coordinator					
	Software Coordinator - PRCS					
	Sport Development Coordinator					
	Tournament Capital and Community Events Coordinator					
11TQ	Building Official I	35.63	36.44	37.17	37.92	38.68
	Plumbing Official					

Pay Grade	Position	Jan 1, 2019	Jan 1, 2020	Jan 1, 2021	Jan 1, 2022	Jan 1, 2023
		2.5%	2.25%	2%	2%	2%
12	Accounting Coordinator	39.26	40.15	40.96	41.78	42.62
	Asset Management Analyst					
	Civic Operations Technologist					
	Communications and Community Engagement Advisor					
	Community Development & Emergency Support Services Coordinator					
	Engineering Design Technician II					
	Engineering Design Technician III					
	Engineering Development Technician I					
	Engineering Records Technician					
	Engineering Utilities Technician II					
	Exercise Specialist					
	Fleet Coordinator					
	GIS Technician					
	Plan Checker II					
	Planning Analyst					
	Planning Technician					
	Project Accountant					
	Procurement Analyst					
	Real Estate Coordinator					
	Security Clearance Specialist					
	Survey Technician II					
	Systems Programmer Assistant					
	Traffic Tech II					
	Transit Planner					
	Transportation Coordinator					
12 TQ	Building Official II	40.87	41.79	42.63	43.49	44.36
13	Construction Inspector	39.97	40.87	41.69	42.53	43.39
	Crew Leader – Building Maintenance					
	Crew Leader – IT Helpdesk Technician					
	Crew Leader – RCMP IT Support Services					
	Crime Prevention Coordinator					
	Network Administrator					
	Payroll Coordinator					
13 TQ	SCADA Technician	41.57	42.51	43.37	44.24	45.13

Pay Grade	Position	Jan 1, 2019	Jan 1, 2020	Jan 1, 2021	Jan 1, 2022	Jan 1, 2023
		2.5%	2.25%	2%	2%	2%
14	Assistant Transportation Engineer (EIT)	40.65	41.57	42.41	43.26	44.13
	Assistant Water & Sewer Engineer (EIT)					
	Business Analyst					
	Business Licence and Property Use Coordinator					
	Crew Leader – Network Support*					
	Crime Analyst II					
	Engineering and Utility Records Coordinator					
	Engineering Design Coordinator*					
	Information Access Analyst					
	IT Solutions Architect					
	Revenue Coordinator					
	Software Engineer					
	Systems Programmer					
	Traffic Tech Coordinator					
15	Capital Projects Inspector	41.32	42.25	43.10	43.97	44.85
	Community Planner					
	Engineering Development Technician II					
	Planner					
	Transportation Planner					
15 TQ	Building Official III	42.94	43.91	44.79	45.69	46.61

***Paid a 5% differential above the highest paid position supervised, exclusive of any trades qualifications that may be included.**

SCHEDULE "A" - WAGES - Outside Classifications

Pay Grade	Position	Jan 1, 2019	Jan 1, 2020	Jan 1, 2021	Jan 1, 2022	Jan 1, 2023
		2.5%	2.25%	2%	2%	2%
1	Lifeguard (LOU) Labourer I (LOU)	21.79	22.29	22.74	23.20	23.67
2		22.01	22.51	22.97	23.43	23.90
3	Custodial Guard (LOU)	24.16	24.71	25.21	25.72	26.24
4		26.73	27.34	27.89	28.45	29.02
5	Labourer II	27.14	27.76	28.32	28.89	29.47
6	Lifeguard I Utilities Maintenance Technician	27.54	28.16	28.73	29.31	29.90
7	Custodial Guard (red-circled) Equipment Operator I - Parks Integrated Pest Management Technician Painter II Recreation Facilities Attendant - Aquatics	27.87	28.50	29.07	29.66	30.26
8	Crew Leader - Changeover Equipment Operator II - Parks Equipment Operator II - Streets Equipment Operator II - Utilities Equipment Operator II - Utilities Universal Water Metering Gardener I Parks Operator Recreation Facilities Attendant - Arenas Storesperson	28.55	29.20	29.79	30.39	31.00
9	Aquatic Fitness Instructor Deck Leader - Aquatics Equipment Operator - Cemetery Equipment Operator III - Civic Operations Equipment Operator III - Utilities Equipment Operator III - Utilities (Sewer Maintenance) Lead Hand - Aquatics Maintenance* Sign Maintenance/Street Marking Technician Utility Services Operator	29.14	29.80	30.40	31.01	31.64
9 TQ	Partsperson	30.51	31.20	31.83	32.47	33.12
10	Arborist I Environmental Technician Equipment Operator IV - Streets Equipment Operator IV - Utilities Equipment Operator IV - Utilities (Backhoe) Equipment Operator IV - Utilities (Crane Truck) Equipment Operator IV - Utilities (Sewer Maintenance) Equipment Operator IV - Utilities (Tandem) Irrigation Technician Natural Resource Technician Pipefitter/Layer-in-training Solid Waste Truck Operator Water and Wastewater Operator-in-training	29.77	30.44	31.05	31.68	32.32

Pay Grade	Position	Jan 1, 2019	Jan 1, 2020	Jan 1, 2021	Jan 1, 2022	Jan 1, 2023
		2.5%	2.25%	2%	2%	2%
11	Bylaw Services Officer	31.48	32.19	32.84	33.50	34.17
	Crew Leader – Aquatics Maintenance					
	Equipment Operator V - Streets					
	Equipment Operator V – Utilities					
	Gardener II					
	Integrated Pest Management Coordinator					
	Lead Hand – Sign Shop					
	Lead Hand - Solid Waste					
	Lead Hand – Utilities Maintenance					
	Pipefitter/Layer					
	Crew Leader - Recreation Facilities Maintenance					
	Senior Storesperson					
	Utility Plant Maintenance Technician					
	Water/Wastewater Operator I					
12	Aquatics Coordinator	33.01	33.76	34.44	35.13	35.84
	Arborist II					
	Coordinator - Central Stores					
	Crew Leader – Custodial Guard					
	Crew Leader - Parks Maintenance					
	Cross Connection Control Coordinator					
	Lead Hand – Bylaw Services					
	Sign Production Technician					
	Utility Operator - Streets					
	Utility Operator - Utilities					
	Water/Wastewater Operator II					
	Water Meter Coordinator					
12 TQ		34.61	35.39	36.10	36.83	37.57
13	Crew Leader – Bylaw Services	35.24	36.04	36.77	37.51	38.27
	Crew Leader – Cemetery					
	Crew Leader – Environmental Services					
	Crew Leader - Sign Shop					
	Crew Leader - Solid Waste					
	Crew Leader – Streets Operations					
	Crew Leader - Utilities Construction*					
	Crew Leader - Utility Maintenance					
	Lead Hand – Utilities Construction					
	Treatment Plant Process Operator – Water					
	Treatment Plant Process Operator – Wastewater					
	Wastewater Treatment Plant Operator III					
	Water Treatment Plant Operator					
	Water/Wastewater Operator III					

Pay Grade	Position	Jan 1, 2019	Jan 1, 2020	Jan 1, 2021	Jan 1, 2022	Jan 1, 2023
		2.5%	2.25%	2%	2%	2%
13 TQ	Carpenter	36.86	37.69	38.45	39.22	40.01
	Crew Leader - Arboriculture					
	Crew Leader - Horticulture					
	Crew Leader - Natural Resources					
	Crew Leader - Parks Amenities					
	Crew Leader - Turf					
	Mechanic					
	Specialty Equipment Mechanic					
	Water Meter Technician II					
13TQQ	Sheet Metal Worker	38.17	39.03	39.82	40.62	41.44
14	Chief Operator - Pumping Facilities	37.47	38.32	39.09	39.88	40.68
	Chief Operator - Treatment Plant					
	Chief Operator - Wastewater Treatment Facility					
14 TQ	Crew Leader - Carpentry	39.09	39.97	40.77	41.59	42.43
	Crew Leader - Electrical/Instrumentation*					
	Crew Leader - Mechanical Shop*					
	Crew Leader - Utility Trades*					
	Electrician					
	Instrumentation Mechanic					
	Lead Hand - Electrical*					
	Lead Hand - Mechanical Shop					
14 TQQ	Millwright	40.62	41.54	42.38	43.23	44.10
	Crew Leader - HVAC*					
	Refrigeration Mechanic					

***Paid a 5% differential above the highest paid position supervised, exclusive of any trades qualifications that may be included.**

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Advance Notice of Volunteer Work

LETTER OF UNDERSTANDING

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

AND: CITY OF KAMLOOPS (The Employer)

RE: ADVANCE NOTICE OF VOLUNTEER WORK

The City agrees to provide the Union with reasonable notice in advance of any volunteer work involving the City and to engage in reasonable advance discussion with the Union over that work.

The parties agree that volunteer work can be done by mutual agreement with the Union.

On a "without prejudice" basis, the Union agrees to allow any present ongoing upkeep, cleanup and maintenance works to continue.

Any new or additional construction or projects, or new or additional upkeep, cleanup or maintenance shall be covered by this Letter of Understanding, even where similar work has been done before.

Signed February 26, 1990

Renewed for the 2019-2023 Collective Agreement term

Apprenticeships

LETTER OF UNDERSTANDING

BETWEEN: CITY OF KAMLOOPS (The Employer)

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

RE: APPRENTICESHIP AGREEMENT

SCOPE

The Employer and the Union recognize the importance of creating an apprenticeship program for skilled trades. An apprenticeship is a training opportunity. If the employee successfully completes the training opportunity, the employee may apply for any current vacant position in the trade for which they have apprenticed. If the apprentice is not the successful candidate, or if there is no vacant position at the end of the apprenticeship program, the employee will be placed on the on-call Labourer list for available relief work, and may post on any position for which they are qualified.

The Employer may hire an apprentice at any level, based on the needs of the organization. The Employer may hire an apprentice for a temporary term.

An Employee is only allowed one apprenticeship training opportunity in their career with the City of Kamloops.

PAY SCHEDULES

The following pay schedules are meant to align with the Industry Training Authority (ITA) levels.

No pre-apprenticeship program achieved:

Timeline	% of Journeyperson Rate
Starting Wage	50%
After completion of 1st year	60%
After completion of 2nd year	70%
After completion of 3rd year	80%
After completion of 4th year*	100%
*and formal receipt of Trade Qualification	

Pre-apprenticeship program achieved:

Timeline	% of Journeyperson Rate
Starting Wage	55%
After completion of 1st year	65%
After completion of 2nd year	75%
After completion of 3rd year	85%
After completion of 4th year*	100%
*and formal receipt of Trade Qualification	

The above schedules are contingent upon the apprentice successfully completing each schooling level of the apprenticeship and meeting the required working hours for each level.

EVALUATION OF APPRENTICE

If an Employee is not successful in passing any level of schooling, they will be permitted to remain in the apprenticeship, provided they re-write the failed exam for that level at the next available opportunity as approved by the Employer. The apprentice will only be permitted one (1) re-write per level of schooling. If the apprentice does not pass the exam, the training opportunity will end.

APPRENTICE COMMITMENT

For the duration of the apprenticeship, the employee is not permitted to apply for any other City of Kamloops job postings unless agreed to by the Employer.

ARTICLE 9(b) - Layoffs and Rehiring

The apprentice will be laid off before junior, fully-qualified journeypersons.

The apprentice will be recalled last, after junior, fully-qualified permanent journeypersons.

ARTICLE 10(c) - Trial Period

Newly hired and existing employees shall be placed on a six-month probation period. The Union agrees to consider an extension of the probationary period if requested by the City.

The Employer recognizes that there is a joint responsibility for the development and success of the apprentice. It is the Employer's obligation to regularly monitor and assess the apprentice's work to ensure that they are completing the required apprenticeship training, as outlined by the Industry Training Authority (ITA). It is the Employee's obligation to attend the schooling required at regular intervals and to participate in applicable duties at the workplace.

If an apprentice with seniority is unsuccessful during the six-month probationary period, they will be returned to their former position without loss of seniority or previous salary, and any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority and previous salary.

If an apprentice without seniority is unsuccessful during the six-month probationary period, their employment with the City will be terminated.

If an apprentice with seniority passes their probation period but is unsuccessful in passing any of the required educational courses during the apprenticeship term, they will be removed from the apprenticeship training opportunity, will retain their seniority for a period of one year from the date of removal from the apprenticeship and can apply for any vacancies throughout the City using their qualifications and seniority.

ARTICLE 10(e) - Job Training Program

The Employer will reimburse tuition and course material fees on proof of successful completion of each level of schooling completed during the apprenticeship.

ARTICLE 18(e) - General Leave

An unpaid Leave of Absence will be granted to attend courses related to the apprenticeship. Details relating to any Leave of Absence will be considered under the corporate Leave of Absence policy as it may be amended from time to time.

ARTICLE 19 - Payment of Wages and Allowances

The apprentice will be entitled to any earned benefits during the term of the apprenticeship including during educational leaves of absence.

The collective agreement provisions shall apply except as modified by this Letter of Understanding.

Original signed August 28, 2007
Updated and signed October 8, 2013
Renewed for the 2019-2023 Collective Agreement term

Aquatics Certifications

LETTER OF UNDERSTANDING

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

AND: CITY OF KAMLOOPS (The Employer)

RE: AQUATICS CERTIFICATIONS

The Employer agrees to pay wages and course fees (including required materials) for current Aquatics employees' certifications under the following conditions:

1. Training is related to obtaining certifications required for the employee's current job classification.
2. Training is City-sanctioned and delivered in City facilities (employees who choose to attend third party or non-sanctioned training will do so at their own expense and on their own time without pay).
3. Employee's award must be expiring within six months prior to the time of the training (known as re-certification period).
4. Employees must provide twenty-one (21) calendar days written notice to management in advance of the training date.
5. Training time will not occur overtime.
6. Shift times may be altered to accommodate training times, without loss of hours to the employee but also without incurring overtime.
7. Offer is limited to one (1) re-certification attempt per award within the re-certification period.
8. The Employer will post a list of employee certification/expiry dates by December 31 of each year. It is the employee's responsibility to ensure that the listed dates are consistent with their card dates. Card dates will prevail over listed dates.

In addition, the Employer agrees to provide OFA, NLS, WSI, LSI, and AED training a minimum of twice a year.

This agreement comes into effect January 1, 2012. The City will review this enhanced program throughout the term of the current Collective Agreement to determine its ongoing feasibility. The Union will be provided an opportunity to provide input into that review.

Signed September 21, 2011

Renewed for the 2019-2023 Collective Agreement term

Bylaw Services Division

LETTER OF UNDERSTANDING

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

AND: CITY OF KAMLOOPS (The Employer)

RE: BYLAW SERVICES DIVISION

The parties agree to the following conditions of employment for Bylaw Services Officer IIs in the Bylaw Services Division. These conditions are established to meet the growing demand for increased services in the Bylaw Services Division.

1. General Principles

- a. In any calendar year, all hours worked will be paid at straight time, except as specified in Article 14 - Overtime and Article 15 - Statutory Holiday as varied in this Letter of Understanding.
- b. Paid time off earned will be converted from a day-based entitlement to an hours-based entitlement using eight hours for each working day of entitlement (health leave, annual vacation, statutory holiday).
- c. Paid time off taken shall be deducted from entitlements in hourly increments. For example, for each full shift on paid leave, an employee shall draw twelve (12) hours from health leave or vacation banks (health leave, annual vacation, family, or bereavement leave or statutory holiday).
- d. Subject to operational requirement, a maximum of two (2) Bylaw Services Officers will be permitted to be on annual vacation at any given time throughout the year.

2. Article 13 - Hours of Work

Article 13 is modified for the Bylaw Services Division to include twelve (12) hour shifts and eight (8) hour shifts with start/finish times as follows:

Shift No.	Twelve (12) Hour Shift Time	Shift No.	Eight (8) Hour Shift Time
12-1	7:00 am to 7:00 pm - Year-round	8-1	10:00 am to 6:00 pm - Year-round
12-2	12:00 pm to 12:00 am - Summer	8-2	2:00 pm to 10:00 pm - Year-round
12-3	11:00 am to 11:00 pm - Winter	8-3	8:00 am to 4:00 pm - Year-round
		8-4	7:00 am to 3:00 pm - Year-round
		8-5	3:00 pm to 11:00 pm - Winter
		8-6	4:00 pm to 12:00 am - Summer

Summer hours will be in effect between May 15 and September 30 of each year.

3. **Article 14 - Overtime**

Article 14 is modified for the Bylaw Services Division to define the normal work day as a twelve (12) hour shift or eight (8) hour shift. Employees in a posted eight (8) hour shift will not substitute for employees in a twelve (12) hour shift except for temporary posted positions.

Article 14(a) - Overtime Rates on Normal Work Days

All time worked outside of the normal twelve (12) hour shift will be considered overtime and be paid on the basis of double time.

Employees working relief shifts shall be paid double time for all hours worked in excess of forty-eight (48) hours in a pay week when they work a minimum of one (1) twelve (12) hour shift in that pay week.

4. **Article 15 - Statutory Holidays**

Employees may be required to work on all Statutory Holidays.

Article 15(d)(i) - Statutory Holiday Variance

The twelve (12) working days off referred to in this Article are credited as ninety six (96) hours at the first pay period of the year.

5. **Article 16 - Annual Vacation**

As per Article 1(b) of this Letter of Understanding, Article 16 is modified for the Bylaw Services Division to convert working days vacation entitlement named in that Article to an hours calculation based on eight (8) hours for each working day of the entitlement as follows:

15 working days = 120 hours
20 working days = 160 hours
25 working days = 200 hours
26 working days = 208 hours
27 working days = 216 hours
28 working days = 224 hours
29 working days = 232 hours
30 working days = 240 hours
Each one-time allotment of 5 additional days = 40 hours

6. **Article 19 Payment of Wages and Allowances**

Article 19(e) Shift Differential

Shift differential shall be paid for all hours worked between 4:00 pm and 8:00 am and shall not be stacked on overtime.

7. Relief Shift Call-outs

Relief shifts shall be offered to relief staff in order of seniority. The employer is not obligated to schedule a relief Bylaw Officer II if that would incur overtime in that pay week.

The maximum number of regular hours a relief Officer may work shall not exceed the total number of hours available to a full-time Officer posted in a twelve (12) hour shift rotation and may be calculated per pay period, over multiple pay periods, and/or annually.

The maximum number of regular hours a relief officer may work so as to exceed forty (40) hours per week in a pay period shall not include hours work in different classifications.

Relief officers who have worked more than forty (40) hours per week in prior pay periods may be restricted by the employer in subsequent scheduled shifts so as to adhere to these requirements. Employees who are under restrictions for hours worked shall not then work in different classifications to gain additional hours.

(e.g.) A relief Officer who works ninety-six (96) hours in each of two (2) pay periods will be restricted to seventy-two (72) hours for the subsequent two (2) pay periods (96/96/72/72) so as to not exceed hours worked by a full-time Officer in a twelve (12) hour shift pattern. This same employee cannot then work in a different classification to gain eight (8) more hours per pay period while under such restriction.

Relief Officers are responsible for monitoring their schedules and notifying the employer if work performed or scheduled will exceed the above noted maximum number of hours.

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

The parties further agree that this Letter of Understanding shall not set a precedent in any other City of Kamloops operation.

Signed July 25, 2007

Updated and signed February 6, 2014

Renewed for the 2019-2023 Collective Agreement term

Caretakers

LETTER OF UNDERSTANDING

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

AND: CITY OF KAMLOOPS (The Employer)

RE: Caretakers

The City of Kamloops has the right to contract out work pursuant to Article 1(c) of the Collective Agreement. In exchange for the City of Kamloops not contracting out Caretakers at this time, the Union agrees, on a without prejudice, without precedent basis, to the following:

1. All current Caretakers (classified as "Caretaker I") will be grand-parented and will receive all rights and privileges of the current Collective Agreement as amended from time to time, including all negotiated wage increases, and as modified by terms and conditions set out in this Letter of Understanding.
2. The wage rate will remain at Pay Grade 3 (inside) for current Caretaker Is, unless otherwise negotiated. Article 20 will not apply.
3. All new and current employees hired as a Caretaker after the date of the signing of this Letter of Understanding will be classified as a "Caretaker" and will be governed by the Collective Agreement as amended from time to time, and as modified by terms and conditions set out in this Letter of Understanding. (For clarification, this Letter of Understanding does not apply to Caretaker II or Crew Leader – Building Maintenance, which are separate classifications.)
4. All Caretakers will be paid at Pay Grade 1 (inside). This rate is subject to all negotiated wage increases for that pay grade. Article 20 will not apply.
5. Caretakers will continue to not be eligible for shift differential.
6. All terms and conditions for Caretakers apply to current City employees and external applicants bidding into the Caretaker classification as of the date of the signing of this Letter of Understanding.
7. The Employer agrees to not exercise its right under Article 1(c) in regards to Caretaker work for the duration of the term of the Collective Agreement to commence in January 2019. The Employer reserves the right to contract out as per Article 1(c) at any time after the expiry of that Collective Agreement. The Union will retain all of its rights under Article 1(c) if the Employer chooses to exercise its rights at that time.
8. The parties agree that this Letter of Understanding shall not set a precedent, including, but not limited to, in any other City of Kamloops operations.

Signed January 31, 2019

Carpenters Installation of Dry Floors

LETTER OF UNDERSTANDING

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

AND: CITY OF KAMLOOPS (The Employer)

RE: CARPENTERS INSTALLATION OF DRY FLOORS

This will confirm the understanding that the parties agree to resolve the two (2) grievances filed on March 10, 1993, by a group of employees of the City holding the classification of Carpenter, as follows:

1. The installation and dismantling of dry floors in City facilities will be performed by employees of the City holding the classification of Labourer II.
2. The installation of City staging and scaffolding at City facilities will be performed by employees of the City holding the classification of Journeyman Carpenter.
3. Repairs to dry floor materials will be performed by employees of the City who hold the classification of Journeyman Carpenter.

Signed May 18, 1993

Renewed for the 2019-2023 Collective Agreement term

Change of Rotating Shift for Water and Sewer Attendants

LETTER OF UNDERSTANDING

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

AND: CITY OF KAMLOOPS (The Employer)

RE: CHANGE OF ROTATING SHIFT FOR WATER AND SEWER ATTENDANTS

Water and Sewer Attendants work the following twelve (12) hour shift:

12 hours on - 12 hours off
12 hours on - 24 hours off
12 hours on - 12 hours off
12 hours on - 96 hours off

The average time worked is forty-two (42) hours per week over an eight (8) week period. The extra two (2) hours per week will be banked on the basis of thirty-five (35) minutes per twelve (12) hour shift worked.

The employee will be required to work on all statutory holidays and be paid double time for days that are not days declared in lieu of statutory holidays. In addition, the employee will be given eight (8) hours off which will be banked and taken at a later date.

All time off banked shall be taken as mutually agreed by the employee and the Supervisor. Every effort will be made to give the time off at times requested by the employee however the final decision will be made by the Supervisor in charge.

For the purpose of taking holidays, one (1) twelve (12) hour shift will be equal to one and a half (1.5) days.

All time worked outside of the twelve (12) hour shift will be considered overtime and be paid on the basis of double time.

Shift differential will be paid for all hours worked between 5:00 pm and 8:00 am.

Signed July 1978

Renewed for the 2019-2023 Collective Agreement term

CUPE Local 900 President - Work Arrangement

LETTER OF UNDERSTANDING

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

AND: CITY OF KAMLOOPS (The Employer)

RE: CUPE LOCAL 900 PRESIDENT – CARMEN SULLIVAN – LEAVE OF ABSENCE

1. The Employer shall grant a leave of absence for Union President Carmen Sullivan from January 7, 2019 to January 1, 2020 (the "Leave Period"), as per Article 18(d) of the Collective Agreement and in accordance with the terms set out in this Letter of Understanding.
2. The terms of Carmen Sullivan's leave of absence that are set out in this Letter of Understanding will come to an end automatically at the completion of the Leave Period, or after notice of termination has been provided pursuant to section 13 hereof upon the end of the notice period, unless otherwise agreed upon in writing.
3. Unless she is re-elected to another term of office with the Union, Carmen Sullivan will return to active employment with the Employer at the end of the Leave Period as per the terms of Article 18(d) and as long as a minimum of two (2) weeks' written notice has been provided to the Employer. The Union agrees to notify the Employer forthwith if Carmen Sullivan is re-elected to another term of office with the Union.
4. If Carmen Sullivan is re-elected to another term of office with the Union to follow the Leave Period, the Employer will decide if the terms of this Letter of Understanding will be offered for a subsequent term of office to Carmen Sullivan or whether the Employer wishes to negotiate new terms for a leave of absence for the subsequent term of office with the Union.
5. During the Leave Period, the Employer shall pay Carmen Sullivan a rate of \$42.67 per hour based on a 40 hour work week ("Salary") and shall render an account to the Union on a monthly basis for the reimbursement by the Union of her Salary, plus a 22.34% fringe plus a 2.5% administration fee. In addition, the Union will be responsible for any other costs and liabilities associated with Carmen Sullivan remaining on the Employer's payroll while working full time for the Union. The Union shall reimburse the City for the amount of the account rendered within thirty (30) days. Late payment of accounts will result in the Employer ceasing to pay Carmen Sullivan Salary and ceasing to remit benefits and pension premiums. The Union will then be responsible for paying Carmen Sullivan directly.
6. The terms and conditions of the benefits plans and the Municipal Pension Plan continue to apply during the Leave Period. The Employer shall not be liable to the Union or to Carmen Sullivan due to the rejection of any claim for any reason, including but not limited to, due to the claim having being made during the Leave Period.

7. Carmen Sullivan will not accrue vacation time during the Leave Period. The Union will be responsible for the cost of any vacation provided to Carmen Sullivan during the Leave period. Carmen Sullivan's service time for the purposes of increased vacation allotment will be frozen during the Leave Period and will re-commence upon her return to her position.
8. Carmen Sullivan's 2019 vacation entitlement will be held in her vacation bank and must be used in the year she returns to her City position. There will be no carry forward of the 2019 vacation time into subsequent years unless agreed to by the Employer and for good cause.
9. Carmen Sullivan will not accrue health leave during the Leave Period. The Union will be responsible for the cost of any health leave provided to Carmen Sullivan during the Leave Period.
10. The Union agrees that for the purpose of WorkSafeBC, Carmen Sullivan is considered to be a lent employee of the Union in accordance with Assessment Manual Item AP1-1-5(f) and the Union will assume all risk and liability pursuant to the Workers' Compensation Act, regulations and policies.
11. While Carmen Sullivan is not actively working with the Employer during the Leave Period, her employment status is maintained pursuant to Article 18(d) of the Collective Agreement and she will continue to be subject to all relevant City policies, including but not limited to HR-1-1 *'Standards of Conduct'*.
12. The Union agrees that for the purpose of the Municipal Insurance Association, Carmen Sullivan is considered to be the employee of the Union during the Leave Period. The Employer acknowledges that this does not impede coverage of any benefits paid for by the Union as outlined in articles 5 and 6 of this agreement.
13. During the Leave Period, Carmen Sullivan will not have routine access to the Employer's facilities. Should the need arise during the Leave Period, access will be dealt with at the time. Carmen Sullivan may request access to the Employer's premises as a guest.
14. Neither party intends this Letter of Understanding to become a precedent for future Union Local Presidents or any other Union representatives or for any future leave of absence for Carmen Sullivan.
15. This Letter of Understanding may be terminated by either party upon the provision of thirty (30) working days' notice in writing.

Signed January 16, 2019

Employee Definitions

LETTER OF UNDERSTANDING

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

AND: CITY OF KAMLOOPS (The Employer)

Re: Employee Definitions

An employee owns a position at the City when they successfully bids on a posting for a regular full-time or part-time, seasonal, temporary, or on call position.

1. Regular full-time employees have:

- a. The normal work week as stated in Article 13 or as modified by mutual agreement for their position.
- b. No fixed term of employment.
- c. Rights to all terms of the Collective Agreement.

2. Regular part-time employees have:

- a. Hours of work as established for their position, which are less than the normal work week stated in Article 13.
- b. No fixed term of employment.
- c. Rights to all terms of the Collective Agreement except where modified to apply to part-time employees (for example - Articles 14[f], 19[g], and 19[h]).

3. Seasonal employees have:

- a. The normal work week as stated in Article 13 or as modified by mutual agreement for their position.
- b. A term of employment which is less than full annual hours and based on seasonal work demands.
- c. All conditions of the Collective Agreement except as modified by language or practice, for example:
 - i. Article 9(b)(ii)(2) - full-time employees bidding on seasonal positions may not bump into a full-time position when laid off.
 - ii. Article 9 - bumping is limited to outside employees in positions previously held by the laid off seasonal employee.

- iii. Letter of Understanding – “Seasonal Employees” - use of vacation time to extend layoff date.
- iv. Seasonal employees may not own a seasonal and a permanent on call position.

4. Temporary full-time employees have:

- a. The normal work week as stated in Article 13 or as modified by mutual agreement for their position.
- b. A fixed term of employment, with an approximate end date which is stated on the job posting.
- c. Rights to all terms of the Collective Agreement except Article 9 - Layoffs and Rehiring.
- d. Benefits from start date for all posted temporary full-time assignments of longer than eight (8) months.

5. Temporary part-time employees have:

- a. Hours of work as established for their position, which are less than the normal work week stated in Article 13.
- b. A fixed term of employment, with an approximate end date which is stated on the job posting.
- c. Rights to all terms of the Collective Agreement except Article 9 - Layoffs and Rehiring.

6. On Call employees have:

- a. No guarantee of daily or weekly hours.
- b. No fixed term of employment.
- c. Rights to all terms of the Collective Agreement except Article 9 Layoffs and Rehiring.
- d. The right to hold more than one permanent on call position, but may not work more than thirty-five (35)/forty (40) hours in a normal work week without supervisory approval.
- e. Benefit entitlement calculated as per Article 19(g) - Benefit Eligibility for Part-time and Temporary Employees.

On Call employees may be used to relieve permanent and seasonal employees during vacation, health leave, or other paid or unpaid leaves of absence, or to provide extra workers to meet operational demands.

Relief work that is known to exceed sixty (60) working days at the beginning of the assignment will be posted as a temporary position.

The application of on call assignment noted below will not apply to work groups with a Letter of Understanding or mutually-agreed written guidelines that addresses on call work.

Note: As of November, 2010, guidelines are being written for CRRs, On Call Clerical, and RCMP Relief Staff. When completed, these guidelines will govern on call staff assignments in those areas.

7. Application of on call assignment

On call work will be assigned from an established on call list for a maximum of thirty (30) working days. If the requirement for relief work continues past that point, the assigned employee will have the right to continue in that position for a maximum of thirty (30) additional working days if they are the senior qualified worker and no other more senior qualified worker on the same list is without a work assignment.

8. On call work - summer season in Parks

On Call employees may be used for the full term of the summer season to complement the use of Parks seasonal positions in the following areas: horticulture, parks maintenance, turf maintenance, natural resources, park amenities, irrigation (including water parks), arboriculture, and cemetery sections.

New Letter of Understanding for the 2011-2013 Collective Agreement term
Renewed for the 2019-2023 Collective Agreement term

Engineers in Training

LETTER OF UNDERSTANDING

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

AND: CITY OF KAMLOOPS (The Employer)

RE: EMPLOYEE STATUS WHEN AN ENGINEER IN TRAINING BECOMES A PROFESSIONAL ENGINEER

The parties agree that:

1. Engineer in Training (EIT) positions will be in the CUPE bargaining unit.
2. An EIT position will convert to an exempt position when the EIT is certified as a Professional Engineer (P.Eng.).
3. A Professional Engineer converting to an exempt position from an EIT position shall continue to perform the former EIT duties.
4. A position made vacant when an EIT acquires the P.Eng. designation and converts to a management position will not be refilled.
5. When EIT positions are posted, the Employer intends to fill these position with an EIT wherever possible.
6. Article 8(d) (Seniority During Transfer to Supervisory Position) of the Collective Agreement does not apply to EITs who accept the management position as a Professional Engineer.
7. The parties agree to review this agreement in 2014 and every five (5) years thereafter.

Renewed for the 2019-2023 Collective Agreement term

Equipment Operator V - Grader Training

LETTER OF UNDERSTANDING

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

AND: CITY OF KAMLOOPS (The Employer)

RE: EQUIPMENT OPERATOR V - GRADER TRAINING

In recognition of the added responsibilities required of the Equipment Operator V - Grader while they are training the employees engaged in the Equipment V Grader Training Program, the parties agree that for the time the Equipment Operator V - Grader is providing direct training to the trainee, said operator shall receive pay grade 12.

Signed May 19, 1995

Renewed for the 2019-2023 Collective Agreement term

Hours of Work - Recreation Programming Staff

LETTER OF UNDERSTANDING

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

AND: CITY OF KAMLOOPS (The Employer)

RE: HOURS OF WORK - RECREATION PROGRAMMING STAFF

The parties agree to a variance to the hours of work stated in Article 13(a) of the Collective Agreement for these positions, as follows:

Exercise Specialist	Active Living Coordinator
Recreation Program Coordinator	Healthy Living and Wellness Coordinator
Community Development Coordinator	Sport Development Coordinator

The variance for the above stated positions will be as follows:

1. Employees shall complete a weekly work plan for approval by their Supervisor.
2. The Employer or Employee (with the approval of their supervisor or manager) may alter the start time of any shift, Monday to Friday, up to six (6) shifts per month, without incurring overtime.
3. The start time for all altered shifts would be no earlier than 6:00 am and the end time would be no later than 9:00 pm.
4. Weekend overtime requested by the Employer will be a minimum of three (3) hours.
5. Weekend overtime requested by the Employee, and approved by their supervisor or manager, will be based on hours worked.
6. The Employer will not ask any employee to work a split shift to accommodate a change in schedule.
7. This agreement will be reflected in future job postings for these classifications.

Signed May 25, 2011

Renewed for the 2019-2023 Collective Agreement term

Labour/Management Meetings

LETTER OF UNDERSTANDING

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

AND: CITY OF KAMLOOPS (The Employer)

RE: LABOUR/MANAGEMENT MEETINGS

The Labour Management Committee will meet six (6) times a year, or less upon mutual agreement, and the City will provide lunch. Members of the Committee will be Senior Management and key decision-making people.

The City will provide 5.5 hours of Union Business for each member of the Union committee on the day of the meeting only. This time shall be used for attendance at the labour management meeting and for any other meetings that day related to labour management agenda items. Union committee members attending on their normally scheduled days off will be paid overtime as per the Collective Agreement.

At the request of either party, a mutually agreed upon facilitator may be used. The Committee will, as part of its work, engage in education on Collective Agreement language.

Original signed December 3, 2002

Updated and signed October 10, 2013

Renewed for the 2019-2023 Collective Agreement term

Labourer I – Introductory Period Pay Rate

LETTER OF UNDERSTANDING

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

AND: CITY OF KAMLOOPS (The Employer)

RE: Labourer I – Introductory Period Pay Rate

The City of Kamloops has the right to contract out work pursuant to Article 1(c) of the Collective Agreement. In exchange for the City of Kamloops not contracting out Labourers at this time, the Union agrees, on a without prejudice, without precedent basis, to the following:

1. All current Labourers (classified as "Labourer II") will be grand-parented and will receive all rights and privileges of the current Collective Agreement as amended from time to time, including all negotiated wage increases, and as modified by terms and conditions set out in this Letter of Understanding.
2. The wage rate will remain at Pay Grade 5 (Outside) for current Labourer IIs, unless otherwise negotiated. Article 20 will not apply.
3. All current and new employees hired as a Labourer after the date of the signing of this Letter of Understanding will be classified as a "Labourer I" and will be governed by the Collective Agreement as amended from time to time, and as modified by terms and conditions set out in this Letter of Understanding.
4. Labourer Is and Labourer IIs will be treated as one classification for the purposes of on-call work and will be called in order of seniority.
5. Labourer Is will be paid at Pay Grade 1 (Outside) for the first 3,120 hours worked ("Introductory Period"). This rate is subject to all negotiated wage increases for that pay grade. Article 20 will not apply.
6. The accumulation of hours worked will not be affected by breaks in employment with the City or with any Division worked in as a Labourer I.
7. Labourer Is will not be eligible for shift differential. Article 19(e) will not apply.
8. A Labourer I will be reclassified as a Labourer II after successfully completing the Introductory Period and will then be paid at Pay Grade 5 (Outside) or the current rate specified in Schedule A for a Labourer II. Probation and seniority as set out in the Collective Agreement shall not be impacted by the Introductory Period.
9. Current City employees who have previously worked as a Labourer II but who no longer hold that classification will not be given credit for any previous hours worked as a Labourer II if they choose to bid into a Labourer I vacancy.
10. External applicants who have previously worked as a Labourer II with the City of Kamloops will be given credit for any hours worked as a Labourer II after January 1, 2017.

11. This Letter of Understanding does not apply to any City employee being placed as a Labourer as a result of a seasonal or permanent layoff.
12. The Employer agrees to not exercise its rights under Article 1(c) in regards to Labourer work for the duration of the term of the Collective Agreement to commence in January 2019. The Employer reserves the right to contract out as per Article 1(c) at any time after the expiry of that Collective Agreement. The Union will retain all of its rights under Article 1(c) if the Employer chooses to exercise its rights at that time.
13. The parties agree that this Letter of Understanding shall not set a precedent, including, but not limited to, in any other City of Kamloops operations.

Signed January 22, 2019

Landfill Clerk

LETTER OF UNDERSTANDING

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

AND: CITY OF KAMLOOPS (The Employer)

RE: LANDFILL CLERK

Inside Classification

The Landfill Clerk classification will be moved from the outside pay schedule to the inside pay schedule of the Collective Agreement (effective March 7, 2008).

Rate of Pay

The pay rate for the Landfill Clerk is established at Pay Grade 2 (inside), effective the date of the classification moving to the inside pay schedule (March 7, 2008).

Hours of Work

Shift 1 (35 hours/week): 8:15 am – 5:00 pm Monday to Thursday

Shift 2 (35 hours/week): 7:45 am – 4:30 pm Tuesday to Friday

Shift 3 (35 hours/week): 8:15 am – 5:00 pm Friday to Sunday
7:45 am – 4:30 pm Monday

8.75 hours per shift will be paid at straight time and all breaks “on the fly.”

Changes to Hours of Work

Any changes to the above hours of work will be done in accordance with Article 13(c) Hours of Work.

These are the only variances from the Collective Agreement; all other terms and conditions of the Collective Agreement apply.

Signed March 7, 2008

Updated September 11, 2018

Renewed for the 2019 – 2023 Collective Agreement term

Lifeguards

LETTER OF UNDERSTANDING

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

AND: CITY OF KAMLOOPS (The Employer)

RE: LIFEGUARDS

Lifeguards for the purpose of this Letter of Understanding include Lifeguards, Deck Leaders and Aquatic Coordinators unless the classification is specifically stated.

1. Bid Meeting for Temporary Schedules

- a. The meeting will only be open to all current Lifeguards. Those unable to attend may indicate their choice of shifts by submitting a list of shifts (in order of preference) in writing and through another individual designated to represent them at the bid meeting.
- b. If a Lifeguard's seniority warrants an available shift, they must take a minimum number of shifts whereby they are working eight (8) or more hours a week (Saturday to Friday).
- c. Shifts left vacant after the bid meeting will be open to the Bargaining Unit. There shall be a minimum of two (2) bid meetings per year for the temporary schedule shifts.

2. Bid Meetings for Permanent Shift Vacancies

- a. The bid meeting will be open to all qualified members of the Bargaining Unit. Lifeguards who are awarded lifeguard permanent shifts cannot drop those shifts to pick up temporary shifts off of the temporary lifeguard schedules, with the exception of 2(b).
- b. Permanent lifeguard shift holders shall have the opportunity to bid into lifeguard summer shifts from June to August. Should the employee decide to vacate their permanent shift for a lifeguard summer shift, three (3) weeks' written notice must be given prior to the bid meetings. When the summer shift ends, the incumbent will revert back to their permanent shift. Should an employee not give three weeks' written notice and choose to bid into a lifeguard summer shift, they shall forfeit their permanent lifeguard shift, with the exception of 2(d).
- c. Should an employee holding a permanent lifeguard shift decide to bid on shifts from the lifeguard temporary schedules between September and May, they shall forfeit their permanent shift, with the exception of 2(d).
- d. An employee holding a permanent lifeguard shift may vacate and return to that shift if they bid into a permanent, benefit-entitled lifeguard shift that has been posted on a temporary relief basis.

- e. All positions to be offered at bid meetings will be posted in accordance with Article 10(a) of the Collective Agreement. The posting will also include the following:
 - i. Shift that has been vacated.
 - ii. The date and time of the bid meeting.
 - iii. Indication that other shifts may become available for bid.

3. Schedule Revisions (due to statutory holidays and special programming)

- a. Special programming - revised schedule hours will be offered to the employees already scheduled to work at that facility on that day.
- b. Statutory holidays - holiday hours will be offered in order of seniority. An Aquatics Coordinator or Deck Leader from the facility will be given priority to be scheduled to work that day.

In both cases above, shifts will be offered in order of seniority and should not exceed forty (40) hours in a week or eight (8) hours in a day. Statutory holiday scheduling is given priority over special programming scheduling when both occur on the same day.

4. Schedule and Call-out Availability

- a. Employees who do not have a scheduled Lifeguard shift must be available for four (4) mandatory availability blocks each week for call-outs and scheduling. Employees scheduled with a Lifeguard shift that is less than eight (8) hours must be available for two (2) mandatory availability blocks each week for call-outs and scheduling. An employee is permitted to commit to more than one (1) mandatory block per day.

Days of the Week	Availability Blocks	
Monday	5:30 am to 3:00 pm	3:00 pm to 11:30 pm
Tuesday	5:30 am to 3:00 pm	3:00 pm to 11:30 pm
Wednesday	5:30 am to 3:00 pm	3:00 pm to 11:30 pm
Thursday	5:30 am to 3:00 pm	3:00 pm to 11:30 pm
Friday	5:30 am to 3:00 pm	3:00 pm to 11:30 pm
Saturday	6:00 am to 4:00 pm	1:00 pm to 10:30 pm
Sunday	6:00 am to 4:00 pm	1:00 pm to 10:30 pm

- b. The number and combination of the above time blocks that are available at the bid meeting will vary based upon operational needs from season to season.
- c. Lifeguards may indicate any additional availability with any combination of days or hours. For on call purposes, Lifeguards may revise their additional availability with twenty-four (24) hours' notice before the additional availability time begins, unless they are already scheduled to work during that time.

- d. Additional availability, in order of seniority, will always be given first consideration followed by mandatory availability, in order of seniority. Employees are permitted to submit additional availability during those days/times that they hold mandatory availability blocks.
- e. Lifeguards working in a scheduled shift in another City position which would prevent them from meeting these requirements must inform management immediately.

5. Shift Call-Outs or Shift Coverage for Vacation, Sick Relief and Extra Staffing Requirements

- a. Shifts will be offered as a whole in order of seniority except in the event that a whole shift cannot be covered by one (1) individual, the shift will be divided and offered by seniority.
- b. If a lesson is covered by more than one (1) Lifeguard as relief, priority will be given to the Lifeguard who has covered the lessons more, or if equal, by seniority.
- c. To request time off unexpectedly (due to illness or emergency) from a scheduled shift or selected availability time block, Lifeguards must phone within the time periods defined below. If unable to call during the designated time periods due to extenuating circumstances, employees must inform management (or appointed supervisor) immediately or as soon as reasonably possible. Lifeguards should also expect to be called in for work in the time periods shown:

Days of the Week	For Shifts Starting After These Times	Employee Call-In Times	Shift Call-Out Times
Monday to Friday	5:30 am	Prior to 7:00 pm night before	7:00 pm to 9:00 pm
Monday to Friday	2:30 pm	Prior to 8:00 am that day	8:00 am to 10:00 am
Saturday and Sunday	6:00 am	Prior to 7:00 pm night before	7:00 pm to 9:00 pm
Saturday and Sunday	1:00 pm	Prior to 8:00 am that day	8:00 am to 10:00 am

6. Vacation Entitlement

- a. Requests for general time off or changes to availability will be handled as per Article 16 (Vacation Entitlement) in the Collective Agreement or by written request to management a minimum three weeks prior to the desired time off.
- b. Vacation requests not per Article 16(f) will be restricted to missing a maximum of two (2) lessons during any lesson set.
- c. Should a Lifeguard request holidays which coincide with lessons, the resulting shift allocation will be offered as a whole.

7. Staff Committee

A committee made up of at least one (1) manager, one (1) Human Resources staff member, two (2) Aquatics staff members, and one (1) CUPE representative shall be established to provide feedback on employee issues related to the Letter of Understanding. The committee will meet at minimum two (2) times a year for one hour if there are agenda items provided one week in advance by any party. Times of the meeting will be arranged to coincide with the committee members' regular working schedules whenever possible. In any case, attendance at committee meetings will not incur overtime or result in payment of overtime to any other employees. Meetings may be unpaid if not within the committee members' regular working schedule.

These are the only variances from the Collective Agreement; all other terms and conditions of the Collective Agreement apply.

Signed August 21, 1998

Updated and signed February 17, 2014

Renewed for the 2019-2023 Collective Agreement term

Lifeguards — Introductory Period Pay Rate

LETTER OF UNDERSTANDING

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

AND: CITY OF KAMLOOPS (The Employer)

RE: Lifeguards - Introductory Period Pay Rate

The City of Kamloops has the right to contract out work pursuant to Article 1(c) of the Collective Agreement. In exchange for the City of Kamloops not contracting out Lifeguards at this time, the Union agrees, on a without prejudice, without precedent basis, to the following:

1. All current Lifeguards (classified as "Lifeguard I") will be grand-parented and will receive all rights and privileges of the current Collective Agreement as amended from time to time, including all negotiated wage increases, and as modified by terms and conditions set out in this Letter of Understanding.
2. The wage rate will remain at Pay Grade 6 (Outside) for current Lifeguards, unless otherwise negotiated. Article 20 will not apply.
3. All current and new employees hired as a Lifeguard after the date of the signing of this Letter of Understanding will be classified as a "Lifeguard" and will be governed by the Collective Agreement as amended from time to time, and as modified by terms and conditions set out in this Letter of Understanding.
4. Lifeguards and Lifeguard Is will be treated as one classification for the purposes of on-call work and will be called in order of seniority.
5. Lifeguards will be paid at Pay Grade 1 (Outside) for the first 3,120 hours worked ("Introductory Period"). This rate is subject to all negotiated wage increases for that pay grade. Article 20 will not apply.
6. The accumulation of hours worked will not be affected by breaks in employment with the City or with the Aquatics Division.
7. Lifeguards who perform the duties of a higher classification in Aquatics (Deck Leader - Aquatics or Aquatics Coordinator or as an Aquatics Fitness Instructor) shall receive credit towards the Introductory Period for the hours worked in those higher classifications.
8. Lifeguards will not be eligible for shift differential. Article 19(e) will not apply.
9. A Lifeguard will be reclassified as a Lifeguard I after successfully completing the Introductory Period and will then be paid at Pay Grade 6 (Outside) or the current rate specified in Schedule A for a Lifeguard I. Probation and seniority as set out in the Collective Agreement shall not be impacted by the Introductory Period.

10. Current City employees, other than those who perform the duties of a higher classification in Aquatics (Deck-Leader - Aquatics or Aquatics Coordinator or as an Aquatics Fitness Instructor), who have previously worked as a Lifeguard I but who no longer hold that classification will not be given credit for any previous hours as a Lifeguard I if they choose to bid into a Lifeguard vacancy.
11. External applicants who have previously worked as a Lifeguard I with the City of Kamloops will be given credit for any hours worked as a Lifeguard I after January 1, 2017.
12. The Employer agrees to not exercise its rights under Article 1(c) in regards to Lifeguard work for the duration of the term of the Collective Agreement to commence in January 2019. The Employer reserves the right to contract out as per Article 1(c) at any time after the expiry of that Collective Agreement. The Union will retain all of its rights under Article 1(c) if the Employer chooses to exercise its rights at that time.
13. The parties agree that this Letter of Understanding shall not set a precedent, including, but not limited to, in any other City of Kamloops operations.

Signed January 22, 2019

Line Painting Season - Hours of Work

LETTER OF UNDERSTANDING

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

AND: CITY OF KAMLOOPS (The Employer)

RE: LINE PAINTING SEASON - HOURS OF WORK

The Parties hereby agree that the following "Hours of Work" and conditions will apply to all Bargaining Unit staff required to work night shift during the spring and fall line painting schedules:

1. The hours of work will be 9:00 pm to 7:00 am starting on Sunday evening and ending Friday morning (five [5] days per week) until line painting work is completed for that season.
2. The first shift worked in the painting season will be paid at double time rates for the entire shift for all Bargaining Unit staff involved in the line painting schedule. If an employee returns to their regular shift and is required to go back on night shift during the line painting season, they will be paid double time rates for the first shift worked on their return to the night shift.
3. All hours worked past the first eight (8) hours of the night shift will be paid at overtime rates as per the Collective Agreement.
4. All shift differential premiums will apply and be paid as per the Collective Agreement.
5. No overtime premiums will apply when an employee returns to their regular shift.

Signed September 8, 1995

Renewed for the 2019-2023 Collective Agreement term

Modified Scheduling Program

LETTER OF UNDERSTANDING

BETWEEN: CANADIAN UNION OF PUBLIC EMPLOYEES (The Union)

AND: CITY OF KAMLOOPS (The Employer)

RE: MODIFIED SCHEDULING PROGRAM

Definition of Modified Schedule: Modified Scheduling is an ability to alter a full-time employee's shift. Modified scheduling must precede or follow a core time during which all employees must be present.

Management will create terms of reference which will govern proposed modified schedules. Any terms of reference developed shall include (but not be limited to) the following:

1. Proposals must not increase costs, resources, or negatively affect customer service or operations.
2. Shift differential shall not be paid for modified work schedules.
3. No overtime shall be incurred as a result of modified work schedules.

Where members of a work unit make a request of their Supervisor to work a proposed modified schedule, the Supervisor may grant such an option, with the approval of Senior Management. A decision to approve a modified schedule for a work unit shall take into consideration the effect the proposed work schedule has on other affected work units.

The modified work schedule can be terminated by the Supervisor with fourteen (14) days' notice to the affected employee(s).

The granting or canceling of any such modified work schedule shall not be grievable by the Union.

Signed May 10, 2019

Parks Division Standby and Call-in Procedures

LETTER OF UNDERSTANDING

Between: CANADIAN UNION OF PUBLIC EMPLOYEES (The Union)

And: City of Kamloops (The Employer)

RE: PARKS DIVISION – CREW LEADER STANDBY AND CALL IN PROCEDURES

The parties hereby agree to implement the following standby procedure for the Parks Division:

Standby for Crew Leaders:

To ensure prompt response to all maintenance and operational issues regarding city parks, Crew Leaders (Turf, Horticulture, Irrigation & Amenities, Parks Maintenance, Natural Resources, and Arboriculture) will be on call throughout the calendar year. Each week one Crew Leader will rotate on standby. The shift shall be 3 pm to 10 pm Monday to Friday and 7 am to 10 pm Saturday and Sunday.

Crew Leaders not on call will not be called in for overtime.

Crew Leader Shift Trades:

Shift trades are subject to prior approval of the Supervisor or their designate.

Vehicles:

To achieve quicker response time, Crew Leaders while on standby shall be permitted to take their city vehicle home.

Remuneration

Stand-by pay for days other than statutory holidays shall be paid out at the rate of one (1) hour regular rate of pay for every four (4) hours of stand-by.

Stand-by pay for statutory holidays (except Christmas Day and New Year's Day, when crew leaders are not required to be on standby) shall be one and one-half (1.5) hours of the regular rate of pay for every four (4) hours of standby-by.

If a crew leader is called back to work, standby pay for that day is paid in addition to call back pay as provided in Article 14.

Method of Payment

Standby-pay may be used partially or wholly in the following manner:

1. Cash pay out at the earned rate of pay.
2. Banked at the earned rate of pay.

Staff Call In Procedures**Response time:**

Called in employees are expected to report to the Civic Operations Centre within thirty (30) minutes of the initial call, common sense prevailing.

Call in procedures for the Winter Season:

Parks employees who hold a permanent full time position will be called in for snow & ice control prior to the on-call labourer list.

Updated October 10, 2018

Renewed for the 2019 – 2023 Collective Agreement term

Part-time RCMP Guards - Weekend Shifts

LETTER OF UNDERSTANDING

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

AND: CITY OF KAMLOOPS (The Employer)

RE: PART-TIME RCMP GUARDS - WEEKEND SHIFTS

The parties hereby agree to the following:

1. The employees who are successful in securing the weekend shifts will be expected to fulfill their obligations to work their respective shifts except for approved leaves of absence and illness.
2. All part-time RCMP Guards will be placed on a relief roster, in seniority order.
3. The employees who do not hold a weekend shift are expected, within reason, to be available for work seven (7) days per week for any available shifts except for approved leaves of absence and illness.
4. At their discretion, those employees who hold weekend shifts shall be entitled to subsidize their hours of work, based on the availability of work, as their seniority dictates. Any change in status is to be made in writing with two (2) weeks' notice.
5. All vacancies that occur shall be posted throughout the bargaining unit, as per the terms and conditions of the Collective Agreement.

Signed February 26, 1990

Renewed for the 2019-2023 Collective Agreement term

RCMP Custodial Guards

LETTER OF UNDERSTANDING

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

AND: CITY OF KAMLOOPS (The Employer)

RE: AGREEMENT NOT TO CONTRACT OUT RCMP CUSTODIAL GUARDS

The City of Kamloops has the right to contract out work pursuant to Article 1(c) of the Collective Agreement. In exchange for the City of Kamloops not contracting out RCMP Custodial Guards at this time, the Union agrees, on a without prejudice, without precedent basis, to the following:

1. All current RCMP Custodial Guards will be grand-parented and will receive all rights and privileges of the current Collective Agreement as amended from time to time, including all negotiated wage increases.
2. The Union will withdraw the December 2015 job evaluation request to reconsider the wage rate for the RCMP Custodial Guard classification and the wage rate will remain at Pay Grade 7 (Outside) for current RCMP Custodial Guards.
3. All employees hired into the RCMP Custodial Guard classification after the date of the signing of this Letter of Understanding will be considered "Newly Hired RCMP Custodial Guards" and will be governed by the Collective Agreement, as modified by terms and conditions set out in this Letter of Agreement. (For clarification, this Letter of Understanding does not apply to Crew Leader – Custodial Guards, which is a separate classification.)
4. All Newly Hired RCMP Custodial Guards will enjoy classification-seniority only during the first three (3) years of their employment in the classification. Article 8 (a) and (b) will not apply. If any Newly Hired RCMP Custodial Guard bids on another position outside of the RCMP Custodial Guard classification during the three (3) year period, they will be considered an external candidate.
5. If Newly Hired RCMP Custodial Guards remain in the RCMP Custodial Guard classification for three (3) years they shall be granted bargaining-unit-wide seniority as of the time of their fourth year of service anniversary, with the fourth year anniversary date as their seniority date. If Newly Hired RCMP Custodial Guards remain in the RCMP Custodial Guard classification for five (5) years, they shall be granted bargaining-unit-wide seniority as of the time of their sixth year anniversary date, with their original hire date with the City of Kamloops as their seniority date.
6. All Newly Hired RCMP Custodial Guards who are non-full time (i.e. part time, temporary or on call) will receive the Collective Agreement in-lieu of benefits rate, currently 14%. Article 19 (g) and (h) will not apply.
7. All Newly Hired RCMP Custodial Guards shall have a probation period of twelve (12) months. Article 10 (c) will not apply. The Union will not unreasonably deny a request from the Employer for an extension of the probation period.

8. All Newly Hired RCMP Custodial Guards will be paid at Pay Grade 3 (Outside), including all negotiated wage increases for that pay grade. Article 20 will not apply.
9. All terms and conditions for Newly Hired RCMP Custodial Guards apply to current City employees bidding into the RCMP Custodial Guard classification as at the date of the signing of this Letter of Understanding.
10. The City of Kamloops reserves the right to apply Article 1(c) (Contracting Out) at any time in the future in relation to the RCMP Custodial Guard classification.
11. The parties agree that this Letter of Understanding shall not set a precedent, including, but not limited to, in any other City of Kamloops operations.

Signed October 3, 2016

Renewed for the 2019 – 2023 Collective Agreement term

RCMP Jail Guards - Service Levels - Guard Room

LETTER OF UNDERSTANDING

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

AND: CITY OF KAMLOOPS (The Employer)

RE: JAIL GUARDS - SERVICE LEVELS - GUARD ROOM

Effective July 14, 1997, the City of Kamloops and the Union agree that service levels in the Guard Room at the RCMP detachment will be as established by the RCMP.

Signed June 10, 1997

Renewed for the 2019-2023 Collective Agreement term

RCMP – Job Share Work Arrangement

LETTER OF UNDERSTANDING

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

AND: CITY OF KAMLOOPS (The Employer)

RE: RCMP – JOB SHARE WORK ARRANGEMENT

1. The RCMP detachment has three CUPE positions, Records Reviewer, Court Liaison Officer and Information Officer, whereby the incumbent must have a minimum of five (5) years previous experience as an operational police officer. The Employer will create a job share work arrangement that involves hiring two part-time positions.
2. The two part-time incumbents will alternate 1 week on and 1 week off work.
3. The three CUPE positions are inside classifications working thirty-five (35) hours per week, Monday to Friday. The hours of work for the Records Reviewer are 8:00 am to 4:00 pm. The hours of work for the Court Liaison Officer are rotational 7:00 am to 3:00 pm; 8:00 am to 4:00 pm; and 8:30 am to 4:30 pm. The hours of work for the Information Officer are 10:00 am to 6:00 pm.
4. The two part-time incumbents must be available to work additional shifts when there is an unplanned leave of absence of the other job share incumbent.
5. The two part-time incumbents must make every effort to schedule personal appointments on their week off work.
6. The two part-time incumbents must not hold any other positions with the City of Kamloops.
7. This work arrangement is in place of one full time position and therefore only one part-time incumbent may exercise their right to benefits at any given time.
8. If the incumbent with the higher seniority date works enough hours to become eligible for benefits, they may exercise their rights as per Article 19 of the Collective Agreement.
9. The other (junior in seniority) incumbent may choose to work additional shifts above the required coverage but forfeits their right to be eligible for benefits as per Article 19 of the Collective Agreement. This incumbent will continue to receive 14% in lieu of benefits.
10. The two part-time incumbents will have the right to trade shifts to allow for their requested time-off, subject to the approval of the Employer and to mutual agreement between the incumbents.

11. Neither party intends this agreement to become precedent for future job share work arrangements.

12. This agreement may be ended by either party with sixty (60) calendar days notice.

Signed August 3, 2018

Renewed for the 2019–2023 Collective Agreement term

Recreation Facilities Attendants

LETTER OF UNDERSTANDING

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

AND: CITY OF KAMLOOPS (The Employer)

RE: RECREATION FACILITIES ATTENDANT STAFFING

The Employer and the Union agree as follows:

1. There shall be a complement of no less than:
 - a. Five (5) Recreation Facilities Maintenance Supervisors
 - b. Ten (10) Recreation Facilities Attendants - Arenas
 - c. Two (2) Recreation Facility Attendants - Pools
 - d. Nine (9) seasonal Recreation Facilities Attendants
2. The complement thus established in 1(a), 1(b), and 1(c) shall be permanent and therefore will not be affected by a normal seasonal layoff. However, should there be a general downsizing of City staff, i.e., permanent layoff or change in full-time status, and then recreation facilities staff could be displaced by qualified senior employees.
3. The Employer may displace seasonal Recreation Facilities Attendants with senior qualified employees who are subject to layoff. Such rearrangement shall affect seasonal Recreation Facilities Attendants in reverse order of their seniority. Upon the seasonal closure of the arenas the Employer will assign seasonal Recreation Facilities Attendants in positions normally subject to seasonal layoff, commensurate with the Facilities Attendant's seniority and qualifications.
4. Any vacancies that occur within the complement established in 1(a), 1(b), and 1(c) will be posted among all City employees within the bargaining unit.
5. Should City Council decide to reduce the complement of recreation facilities staff, the Union will be given thirty (30) days' notice. Should such a reduction in the complement of recreation facilities staff occur, the rearrangement of facilities staff will be governed by seniority and those recreation facilities staff that are displaced from the complement will exercise their seniority in the Bargaining Unit as a whole.
6. The City and the Union agree that this Letter of Understanding will not constitute a precedent.
7. The following work schedule is current as at January 31, 2004, and will be reviewed by the parties annually.

Recreation Facilities Attendant - Aquatics Protected Shifts

	Day	Hours	Location
Shift C	Saturday	10:30 pm-6:30 am	Canada Games Pool
		10:30 pm-2:30 am	Westsyde Pool (Alternates with Shift B)
	Sunday	10:30 pm-6:30 am	Canada Games Pool
	Monday	Day Off	
	Tuesday	Day Off	
	Wednesday	10:30 pm-6:30 am	Canada Games Pool
	Thursday	10:30 pm-6:30 am	Canada Games Pool
	Friday	10:30 pm-2:30 am	Canada Games Pool
		10:30 pm-2:30 am	Westsyde Pool (Alternates with Shift B)
Shift B	Saturday	10:30 pm-6:30 am	Canada Games Pool
		10:30 pm-2:30 am	Westsyde Pool (Alternates with Shift B)
	Sunday	10:30 pm-6:30 am	Canada Games Pool
	Monday	10:30 pm-6:30 am	Canada Games Pool
	Tuesday	10:30 pm-6:30 am	Canada Games Pool
	Wednesday	Day Off	
	Thursday	Day Off	
	Friday	10:30 pm-6:30 am	Canada Games Pool

Signed March 1, 1994
Renewed for the 2019-2023 Collective Agreement term

Rest Periods - RCMP Custodial Guards

LETTER OF UNDERSTANDING

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

AND: CITY OF KAMLOOPS (The Employer)

RE: REST PERIODS - RCMP CUSTODIAL GUARDS

Custodial Guards

Custodial Guards will be free from all work related duties for a fifteen (15) minute rest period in both the first (1st) and the second (2nd) half of a shift. During these rest periods, the Custodial Guards will be required to remain on the premises of the RCMP grounds.

The Employer will monitor work schedules to ensure guards have been able to take their rest periods.

In extraordinary circumstances, if the Custodial Guards are not able to arrange rest periods in each half shift; the affected Custodial Guard will immediately bring the matter to the attention of the supervisor who will either direct that the rest period be taken or note the loss of a rest period. If the rest period is lost, the employee will receive compensating time off with pay at time and a half (1.5) and may take such compensating time off according to Article 14(e) of the Collective Agreement.

The parties agree that Heather Laing will remain seized with respect to the implementation of this settlement or any matter arising out of it.

Signed January 16, 1996

Renewed for the 2019-2023 Collective Agreement term

Seasonal Employees

LETTER OF UNDERSTANDING

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

AND: CITY OF KAMLOOPS (The Employer)

RE: SEASONAL EMPLOYEES AND AVAILABLE WORK DURING THE
VACATION/LAYOFF EXTENSION PERIOD

Seasonal employees who extend their layoff date with unused vacation must be called for available work occurring in their department during that vacation/layoff extension period.

1. Such employees can choose to extend their layoff date with unused vacation entitlement and may wish to accept available work in their department during the extension period.
2. Employees making this choice must then advise their supervisor if they wish to be called for available work during the layoff extension period, and provide their availability dates.
3. Employees making themselves available for work during this period are expected to accept work that is offered.
4. The original layoff date will be extended by the days worked in the extension period without the requirement for further notice of layoff.

Signed June 2005

Renewed for the 2019-2023 Collective Agreement term

Shift Change Snow Removal Crews/Flushing Crews

LETTER OF UNDERSTANDING

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

AND: CITY OF KAMLOOPS (The Employer)

RE: SHIFT CHANGE SNOW REMOVAL CREWS/FLUSHING CREWS

The following agreement applies only to the crews specified herein. Overtime payments for all other shift changes are determined as follows:

It is agreed that, for the night shifts established for snow removal operation, overtime will apply on the first shift only and then the regular rates of pay will apply therefrom. On snow pick up operations, normal overtime provisions of the Collective Agreement apply unless the operations extended into lengthy shifts, in which case the same arrangements as that which applied for the regular night shift (established for snow removal operations) would pertain.

It is further agreed that the water main flushing exercise is subject to the same rules applying to snow removal crews.

Signed August 3, 1984

Renewed for the 2019-2023 Collective Agreement term

Streets Division Bargaining Unit Complement and Hours of Work

LETTER OF UNDERSTANDING

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

AND: CITY OF KAMLOOPS (The Employer)

RE: STREETS DIVISION BARGAINING UNIT COMPLEMENT AND HOURS OF WORK

The complement of bargaining unit staff shall be set at no less than twenty-eight (28) and shall be based on the levels of service approved by Council from time to time. This does not prevent City Council from reducing the minimum complement by altering levels of service or altering the methods of delivering the levels of service. The minimum complement of staff shall not be frivolously reduced and shall reflect approximately the actual number of employees normally working during the winter season. Seven (7) days advance notice shall be given to the Union prior to consideration of a complement reduction.

The hours of work during the winter months shall be as follows:

1. Day Shift: 8:00 am to 4:00 pm - Monday to Friday.
(Two [2] Crew Leaders - Eight [8] Equipment Operators at minimum)
2. Afternoon Shift: 4:00 pm to 12:00 midnight - Monday to Friday.
(One [1] Crew Leader - Eight [8] Equipment Operators at minimum)
3. Night Shift: 12:00 midnight to 8:00 am - Monday to Friday.
(One [1] Crew Leader - Eight [8] Equipment Operators at minimum)

Streets Department employees who are on vacation, health leave, or leave of absence pursuant to Articles 18(a), 18(b), 18(c), 18(e), and 18(f). shall be deemed to be part of the complement of staff referred to in 1 and 2 above.

When employees are first assigned to shifts other than normal day shift they shall receive overtime rates of pay for the first shift only and regular rates of pay plus shift differential pay thereafter. No overtime premium shall be paid when an employee returns to their regular shift.

Employees shall be required to indicate their shift preference prior to implementation of the winter schedule each season. Preference over shift assignments shall be determined by employee seniority at the beginning of each winter season.

Employees who have been assigned to shifts other than normal day shift and who represent the Union at scheduled Union/Employer meetings, which are held at time other than their assigned shift, shall receive equivalent compensatory time off. Time off shall not be unreasonably denied.

The Employer shall pay annual medical fees for maintaining a Class I Driver's Licence in the Streets Department.

The parties further agree that this Letter of Understanding shall not set a precedent in any other City of Kamloops operations.

Renewed for the 2019-2023 Collective Agreement term

Streets Division - Standby Procedures Winter Season Snow and Ice Control

LETTER OF UNDERSTANDING

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

AND: CITY OF KAMLOOPS (The Employer)

RE: STREETS DIVISION - STANDBY PROCEDURES
WINTER SEASON SNOW AND ICE CONTROL

To ensure prompt response to snow and ice control, standby crews will be on call throughout the winter weekends starting December 1 each year and ending March 1 each year. Each weekend two crews shall be on standby for twelve (12) hours per day; Shift 1 - midnight to 12:00 noon, and Shift 2 - 12:00 noon to midnight, starting Friday midnight and ending midnight Sunday.

Standby employees shall be called out by way of a pager system supplied and maintained by the employer.

Standby Crews

Two shifts will be created using seniority for shift selection:

Shift 1 - Midnight to noon - Twelve (12) hours.

Shift 2 - Noon to midnight - Twelve (12) hours.

The standby crews will consist of one (1) Crew Leader and a number of operators, which will be determined by the number of total operators currently on staff divided equally. Crews will alternate each weekend.

If an employee wishes to trade a shift with another worker, they may do this with the permission of the foreman or their designate. Such notice of change has to be given by 4:00 pm on Wednesday preceding the weekend standby shift, and every reasonable request shall be considered.

When an employee takes the place of another person wanting to trade their shift, or when providing health leave or vacation relief on the standby list, that employee will be placed in the vacant spot on the standby list as determined by the vacating or absent employee's seniority.

The Streets Supervisor or their designate will evaluate the five (5) day weather forecast every Thursday at 3:00 pm. The Supervisor or their designate will reduce the standby complement of workers by two (2) workers for the following weekend if there are favourable road conditions and a weather forecast with no mention of precipitation.

When workers are called out three (3) hours or less before the end of their standby shift, each worker will only be required to work three hours before going home.

When any or all workers are called out for emergency snow removal, they shall be permitted to go home once it is deemed that the City's service levels can be met.

The City forthwith shall train the Streets Crew Leaders to read and analyze the data for the five (5) day weather forecast.

Response Time

Employees on standby are expected to respond to the page and report to the Central Maintenance Yard within thirty (30) minutes of the initial call, common sense prevailing.

Should additional staff be required, the response time shall be 75% of staff to report to Central Maintenance Yard within one (1) hour of a decision for extra staff. Call-in for extra staff will be done by seniority from the list of streets workers not on standby that particular weekend.

Vehicles

In an effort to achieve quicker response time, Crew Leaders shall be permitted to take their City truck home.

Food Vouchers

Entitled employees shall receive a voucher valued at fifteen dollars (\$15).

Remuneration

Standby pay shall be paid out at the rate of one (1) hour regular rate of pay, for every four (4) hours of standby in addition to call-out pay entitlement under Article 14 of the Collective Agreement.

On a statutory holiday, the standby rate shall increase to one and a half (1.5) hours regular rate of pay for every four (4) hours of standby in addition to any call-out pay entitlement under Article 14 of the Collective Agreement.

Method of Payment

Standby pay to be used partially or wholly in the following manner:

1. Save for pre-retirement payout at the current rate of pay; or
2. Cash payout at current rates; or
3. Transferred into RRSPs or Municipal Pension Plan buyback; or
4. Banked.

Absenteeism

Employees who are unable to respond to being called, whether planned absences or sickness, must notify the Crew Leader in advance. Non-payment of standby and/or disciplinary action could result if an employee does not respond to a page for call-in work. Reasonable discretion will be used before any disciplinary action is imposed.

Any problems arising out of this Letter of Understanding will be dealt with in the shortest time frame as reasonably possible.

Original signed December 3, 2002

Updated and signed October 9, 2013

Renewed for the 2019-2023 Collective Agreement term

Student Hires

LETTER OF UNDERSTANDING

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

AND: CITY OF KAMLOOPS (The Employer)

RE: STUDENT HIRES

The parties agree that there is a benefit to supporting student education and agree that, with Union approval, students may be employed at the City of Kamloops.

Prior to hiring a student, the City agrees to determine whether a laid off worker with the required skills could accomplish the project work.

Conditions for student employment:

1. Student hires will be required to become members of CUPE 900 and dues will apply.
2. Work offered will be project work only and therefore will not include vacation, health leave or leave of absence relief, except by mutual agreement.
3. The City will define each project and advise the Union. If the Union does not respond within fourteen (14) calendar days of the detailed written request being received by the Union, or within fourteen (14) calendar days of a meeting to discuss the request, the City may proceed with the student hire.
4. Student workers will not displace CUPE employees.
5. A term of employment shall be less than four (4) calendar months. Students may work more than one (1) term of employment, but terms will not be consecutive. Students will not acquire seniority.
6. Preference will be given to post-secondary students who live in Kamloops, or whose family maintains a residence in Kamloops.
7. Rate of pay will include 14% in lieu of benefits and any future negotiated wage increases.
8. Rate of pay for the term of the 2019-2023 Collective Agreement will be as follows (plus 14% in lieu of benefits)

Date	% Increase	Pay Rate
January 1, 2019	2.50%	\$17.71
January 1, 2020	2.25%	\$18.11
January 1, 2021	2.00%	\$18.48
January 1, 2022	2.00%	\$18.85
January 1, 2023	2.00%	\$19.23

Original signed June 9, 2004

Updated and Signed January 27, 2014

Renewed for the 2019-2023 Collective Agreement Term

Utility Services Overtime Procedures

LETTER OF UNDERSTANDING

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

AND: CITY OF KAMLOOPS (The Employer)

RE: UTILITY SERVICES OVERTIME PROCEDURES

The parties hereby agree that the following procedures will be followed for the distribution of overtime in the Sections of the Utility Services Division, specifically Maintenance, Construction, and Operations.

Maintenance Section

Order of call out:

1. Position incumbents by seniority, then senior qualified in other positions within Maintenance Section.
2. Qualified workers by seniority within Construction Section.
3. Contact with Operations Supervisor or designate to request qualified Operations staff, offered out by seniority (at discretion of management based on operational needs and minimal staffing requirements of Operations).
4. Qualified workers by seniority in Streets Section.

Construction Section

Order of call out:

1. Position incumbents by seniority, then senior qualified in other positions within Construction Section.
2. Qualified workers by seniority within Maintenance Section.
3. Contact with Operations Supervisor or designate to request qualified Operations staff, offered out by seniority (at discretion of management based on operational needs and minimal staffing requirements of Operations).
4. Qualified workers by seniority in Streets Section.

Operations Section

Order of call out (for evening and weekend overtime only):

1. Other available 699 Operators.
2. Qualified operators by seniority within Operations (WWOP I).
3. Qualified operators by seniority within Construction Section and Maintenance Section as a group.

Order of call out (for weekday overtime only):

1. Operations Crew Leader and WWOP I staff.
2. Other available 699 Operators.
3. Qualified operators by seniority within Construction Section and Maintenance Section as a group.
4. Qualified operators by seniority within the Utility Trades Section.

For the three (3) Utility Services Sections above, in situations where the work is started during the day but carries past normal working hours, the crew members already onsite will first be offered the opportunity to complete the work before the overtime procedures are initiated.

This agreement is not intended to be a precedent for distribution of overtime in other City Divisions or other Sections of Utility Services.

Signed October 10, 2013

Renewed for the 2019-2023 Collective Agreement term

Watch Clerks - RCMP

LETTER OF UNDERSTANDING

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

AND: CITY OF KAMLOOPS (The Employer)

RE: VARIANCE TO HOURS OF WORK - RCMP WATCH CLERKS, RCMP, MUNICIPAL POLICE SUPPORT DIVISION

The City has created a new classification of Watch Clerk to provide administrative support to the RCMP General Duty Teams. The parties agree to vary the Collective Agreement as stated in the Articles listed below to provide efficient police support services in a 24-hour operation.

1. General Principles

- a. Watch Clerks shall work the same rotation as the General Duty Teams to which they are assigned.
- b. In any calendar year, all hours worked will be paid at straight time, except as specified in Article 14 - Overtime and Article 15 - Statutory Holiday as varied in this Letter of Understanding.
- c. Paid time off earned will be converted from a day-based entitlement to an hours-based entitlement using seven (7) hours for each working day of entitlement (health leave, annual vacation, statutory holiday).
- d. Paid time off taken shall be deducted from entitlements in hourly increments. For example, for each full shift on paid leave, an employee shall draw eleven (11) hours from health leave or vacation banks (health leave, annual vacation, family or bereavement leave).
- e. Subject to operational requirements, a maximum of two Watch Clerks will be permitted to be on annual vacation at any given time throughout the year.

2. Article 13 - HOURS OF WORK

13. Hours

- a. Watch Clerks shall work a modified work week consisting of four (4) twelve (12) hour shifts followed by forty-eight (48) hours free from work, and shifts shall rotate as follows:

Two (2) day shifts from 6:00 am to 6:00 pm
Two (2) night shifts from 6:00 pm to 6:00 am

13.c Work Schedule Changes

- b. The Employer will provide a minimum of twenty-four (24) calendar days' notice of any required shift change.

13.e Rest Periods

The shift shall include an unpaid one (1) hour lunch break and two (2) paid fifteen (15) minute rest periods.

3. Article 14 - OVERTIME

14(a) Overtime Rates on Normal Work Days

All time worked outside the normal daily twelve (12) hour shift shall be paid at double time.

14(b) Overtime Rates on Days of Rest and Holidays

All time worked on the employee's day of rest shall be paid at double time.

Time worked on a Statutory Holiday shall be paid at double time for the hours in the shift that occur on any Statutory Holiday defined in Article 15(a) of the Collective Agreement. The calendar date of the defined Statutory Holiday shall be the date used to determine eligibility for overtime.

Pay Rule:

Straight time for all non-statutory holiday hours worked on the shift.
Seven (7) hours straight time for the statutory holiday.

Double time for all Statutory Holiday hours occurring on the shift.

Pay Example: (see also reference chart below)

- Day shift employee, shift begins on Statutory Holiday - all hours worked are at double time, plus seven hours Statutory Holiday pay at straight time.
- Night shift employee, shift begins on Statutory Holiday at 7:00 pm - five (5) hours are at double time, balance of shift (seven [7] hours) are at straight time, plus seven (7) hours Statutory Holiday pay at straight time.
- Night shift employee, shift ends on Statutory Holiday at 7:00 am - first five (5) hours are at straight time, balance of shift (seven [7] hours) are at double time, plus seven (7) hours Statutory Holiday pay at straight time.

Reference Chart - Overtime on Statutory Holiday for Watch Clerks		
Day Before Stat	Day of Stat	Day After Stat
	Overtime is @ 2.0 for all time worked between 12:01 am and 12:00 midnight on the calendar stat Plus 7 hrs of stat pay	
12:01 am to 7:00 am 6 regular hrs (meal break 12:00 am to 1:00 am)	12:01 am to 7:00 am 6 hrs OT @ 2.0 (meal break 12:00 am to 1:00 am)	12:01 am to 7:00 am 6 regular hrs (meal break 12:00 am to 1:00 am)
7:00 am to 7:00 pm 11 regular hrs (meal break 12:00 pm to 1:00 pm)	7:00 am to 7:00 pm 11 hrs OT @ 2.0 (meal break 12:00 pm to 1:00 pm)	7:00 am to 7:00 pm 11 regular hrs (meal break 12:00 pm to 1:00 pm)
7:00 pm to 12:00 am 5 regular hrs	7:00 pm to 12:00 am 5 hrs OT @ 2.0	7:00 pm to 12:00 am 5 regular hrs

14. (new) - Overtime Rates for Relief Staff (applies to this Letter of Understanding only)

Relief staff that perform "inside" work shall be paid double time for all hours worked in excess of forty-four (44) in a pay week when they work a minimum of one (1) Watch Clerk relief shift in that pay week.

Relief staff who perform both "inside" and "outside" work shall be paid double time for all hours worked in excess of forty-eight (48) hours in a pay week when they work a minimum of one (1) Watch Clerk relief shift in that pay week.

4. Article 15 - STATUTORY HOLIDAYS

15(b) Stats on Non-normal Working Day:

Watch Clerks will receive seven (7) hours pay at straight time for all Statutory Holidays that fall within their non-working hours, including vacation days (see Article 16.c) as modified by this Letter of Understanding).

15(d) Stat Holiday Variance for Selected Classifications

The following language replaces Article 15(d):

Watch Clerks are required to work on all statutory holidays that fall on a scheduled work day.

5. Article 16 - Annual Vacation:

16(a) Vacation Entitlement

As per Item 1(c) of this Letter of Understanding, vacation entitlement hours are as follows:

15 working days = 105 hours
20 working days = 140 hours
25 working days = 175 hours
26 working days = 182 hours
27 working days = 189 hours
28 working days = 196 hours
29 working days = 203 hours
30 working days = 210 hours
Each time allotment of 5 additional days = 35 hours

16(c) Statutory Holidays and Vacation

Watch Clerks will receive seven (7) hours pay at straight time for all Statutory Holidays that fall within their vacation period.

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

The parties further agree that this Letter of Understanding shall not set a precedent in any other City of Kamloops operations.

Signed July 28, 2007

Renewed for the 2019-2023 Collective Agreement term