

**COLLECTIVE AGREEMENT**

BETWEEN

**THE CITY OF PENTICTON**



AND

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO 608**



**JANUARY 1, 2024 – DECEMBER 31, 2026**

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**AGREEMENT BETWEEN:**

**THE CITY OF PENTICTON,**  
(hereinafter called the "Employer")

AND:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 608,**  
Chartered by the Canadian Union of Public Employees and affiliated with the Canadian Labour  
Congress  
(hereinafter called the "Union")

CUPE Local 608 and the Employer respectfully acknowledge that the City of Penticton is located on the traditional lands of the Syilx Okanagan people.

**ARTICLE 1 PREAMBLE**

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

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

**ARTICLE 2 RIGHTS OF MANAGEMENT**

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

**ARTICLE 3 UNION RECOGNITION & BARGAINING UNIT**

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

**3.02 Work of the Bargaining Unit**

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

employees who are deemed to be within the bargaining unit for which the Union is certified.

### **3.03**

#### **Application**

- a) Employees whose jobs are not covered by Schedule "A" and Schedule "B" of this Agreement are hereby excluded from the terms and conditions of this Agreement.
- b) If, upon application to the Labour Relations Board by either the Union or the Employer, the said Board rules that any person, whose job classification is not included in Schedule "A" and Schedule "B", is an employee within the meaning of the Labour Relations Code and is included in the unit for which the Union is certified, the Employer shall forthwith institute a new classification for such person and all the provisions of Article 28 of this Agreement shall apply thereto.

## **ARTICLE 4 NO DISCRIMINATION**

### **4.01**

- a) There shall be no discrimination, interference, restriction or coercion with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of the protected grounds listed in the Human Rights Code (BC) as amended from time to time, including Indigenous identity, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person. These protections are subject to the exceptions of a set out in the Human Rights Code, as it relates to age, to a bona fide scheme based on seniority, or as it relates to marital status physical or mental disability, sex or age, to the operation of a bona fide retirement, superannuation or pension plan or to a bona fide e-group or employee insurance plan, or with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement. Furthermore, the parties agree that there shall be no discrimination based on membership or activity in a trade union, employer organization or occupational association.
- (b) The parties recognize the importance of diversity, equity and inclusion ("DEI") initiatives as a means of promoting and increasing diversity in the workplace and ameliorating conditions of disadvantage because of Indigenous identity, race, colour, ancestry, place of origin, physical or mental disability, sex, sexual orientation, or gender identity or expression, in accordance with the Human Rights Code.

**4.02** All personnel have the right to work without harassment. Any complaint alleging harassment, if not resolved under the Employer's policies in respect of workplace harassment, will be dealt with in the Grievance Procedure and will commence at Step 2, as outlined in Article 11.03

**ARTICLE 5 UNION SECURITY**

**5.01 Maintenance of Membership**

Every employee shall within thirty (30) calendar days after the commencement of their employment, apply for and maintain their membership in the Union as a condition of their continued employment.

**ARTICLE 6 CHECKOFF OF UNION DUES**

**6.01 Checkoff**

As a condition of employment, every employee to whom the terms and conditions of this Agreement apply, whether a member of the Union or not, shall sign a checkoff form authorizing the Employer to deduct from their earnings and to pay to the Union an amount equal to the assessments and current monthly Union dues as established by the Union in accordance with its Constitution and/or Bylaws.

**6.02** The Employer shall deduct from the earnings of each employee an amount equal to the current monthly Union dues.

**6.03 Initiation Fee**

The Employer shall deduct from the employee's earnings an initiation fee in the amount established by the Union in accordance with its Constitution and/or Bylaws and shall forward such deduction to the Union in the manner provided for in Article 6.04.

**6.04 Deductions**

Deductions shall be made from the payroll on a bi-weekly basis and forwarded to the Treasurer of the Union, not later than the fifteenth (15<sup>th</sup>) of the month following, accompanied by a list of the names of all employees from whose wages the deductions have been made and stipulating the gross and regular wages for the bargaining unit for the period. Upon request from the Union, the Employer will supply contact information for all employees from whose wages the foregoing deductions have been made.

**ARTICLE 7 EMPLOYER SHALL ACQUAINT NEW EMPLOYEES**

**7.01** The Employer will ensure the current Collective Agreement is available on the Intranet site and that all new employees in the CUPE Bargaining Unit, including

relief and part-time employees are advised of its availability. Upon request, the Employer shall provide a printed copy of the Agreement to an employee who does not have access to the Intranet site.

**7.02** The Union may provide the Employer with a new member information package to give to new employees as part of the orientation process.

## **ARTICLE 8 CORRESPONDENCE**

**8.01** Correspondence between the Employer and the Union, arising out of this Agreement or incidental thereto, shall pass to and from the Chief Administrative Officer and Human Resources Manager and the President of the Union.

## **ARTICLE 9 LABOUR MANAGEMENT RELATIONS**

### **9.01 Representation**

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

### **9.02 Labour Management Relations Committee**

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

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

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

### **9.04 Meetings of Committee**

The Employer and the Union shall endeavor to hold quarterly Labour-Management Relations Committee meetings. When the Union or the Employer wishes to call a meeting of the Labour-Management Relations Committee, the meeting shall be held at a time and place fixed by mutual agreement. However,

such meeting must be held not later than ten (10) calendar days after the request has been given.

**9.05 Time Off for Meetings**

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

**9.06 Collective Bargaining**

The parties shall appoint a bargaining committee which will consist of not more than three (3) management members appointed by and representing the Employer, and not more than three (3) employee members appointed by and representing the Union. Each party shall advise the other of the names of its appointees and changes of appointees as these may occur. The employee members shall suffer no loss of wages and benefits for time spent in direct negotiations.

**9.07 Representatives of the Parties**

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

**ARTICLE 10 RULES & REGULATIONS**

**10.01 Copies to be Posted**

Copies of all rules and regulations made by the Employer for the governance of employees in the Bargaining Unit shall be forwarded to the Union and shall be posted on all bulletin boards and made available on the City's Intranet.

**ARTICLE 11 GRIEVANCE PROCEDURE**

**11.01 Definition of Grievance**

"Grievance" means any difference between the persons bound by this Agreement concerning its interpretation, application, operation, or any alleged violation thereof, including any question as to whether any matter is arbitrable, and shall also mean any difference arising from disciplinary action or relating to employment where it is alleged that the Employer has acted unjustly. "Party" as used in Articles 12 and 13 of this Agreement, shall mean the Union and it shall also mean the Employer. All grievances shall be finally and conclusively settled in the manner set out in this Article without slowdown or stoppage of work.

## **11.02 Permission to Leave Work**

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

## **11.03 Settling of Grievances**

### **Step 1**

The employee concerned, in person, with their Union Steward in attendance, shall first seek to settle the grievance in discussions with the immediate Supervisor or person holding an equivalent position, within twenty-five (25) calendar days from the time the grievance became known to the employee or, in the case of a policy grievance, to the Union.

Where an employee claims denial of selection on a job posting, the employee must file their grievance within ten (10) calendar days of receiving such notice.

### **Step 2**

If a satisfactory settlement is not reached within five (5) calendar days after a grievance was first discussed under Step 1, the grievance shall be submitted, in writing, to the aggrieved employee's Department Head, with a copy to the Human Resources Department.

Within seven (7) calendar days of receipt of the grievance, the aggrieved employee, in person with the Union's Grievance Committee and any necessary witnesses, will meet with the Employer's Grievance Committee and any necessary witnesses, in an effort to resolve the grievance.

The Employer's Grievance Committee may be comprised of the Department Head of the affected Department, the Director of the affected Department, the Superintendent of the affected Department, the Foreman of the affected Department and the Representative of the Human Resources Department.

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

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

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

**11.04** The Employer shall advise the Union of its decision within five (5) calendar days following the Step 2 grievance meeting. The Union shall notify the Employer within fifteen (15) calendar days after receiving the Employer's Step 2 response if it intends to proceed to Arbitration and shall name its nominee to the Arbitration panel. In the event that the Union does not notify the Employer that it will proceed to Arbitration within the prescribed fifteen (15) day time limit, the Grievance shall be deemed to be abandoned and all rights to the Grievance Procedure shall end.

**11.05 Policy Grievances**

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

**11.06 Grievances on Safety**

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

**11.07 Replies in Writing**

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

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

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

**11.09 Employer Grievance**

The Employer may submit a grievance in writing to the Union, upon receipt of which the Union, through one (1) or more of its Officers or the Grievance Committee, shall meet with the Chief Administrative Officer or person holding an equivalent position, or their authorized representative, with a view to bringing about a settlement. If a satisfactory settlement is not reached within seven (7) calendar days after the Employer submitted the grievance in writing to the Union, the Employer may refer the grievance to a Board of Arbitration as set out in Article 12.

## **ARTICLE 12    ARBITRATION**

### **12.01            Board of Arbitration**

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

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

Time limits mentioned in Articles 11 and 12 refer to clear calendar days and may only be extended by written mutual agreement of the parties.

### **12.03            Witnesses**

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

### **12.04            Single Arbitrator**

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

## **ARTICLE 13 DISCIPLINE, SUSPENSION & DISCHARGE**

### **13.01 Discipline**

All discipline, suspension and discharge shall be for just and reasonable cause.

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

### **13.02 Warnings**

- a) When the Employer intends to interview an employee for disciplinary purposes, the Employer shall arrange for a Union representative to be present at the interview unless the employee requests otherwise.
- b) Whenever the Employer deems it necessary to discipline an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or may follow if such employee fails to bring their work up to a required standard by a given date, the Employer shall within five (5) calendar days thereafter give written particulars of such discipline to the employee involved, with a copy thereof to the President of the Union.

### **13.03 Procedure Upon Discharge or Suspension**

- a) When an employee is discharged or suspended they shall be given the reasons for such discharge or suspension in writing with a copy to the President of the Union.
- b) A claim by an employee that they have been discharged or suspended for other than just and reasonable cause shall be treated as a special grievance and may be submitted directly to the Chief Administrative Officer or their designate under Step 2 of Article 11.03.
- c) Should it be found upon investigation that an employee has been suspended or discharged for other than just and reasonable cause, such employee shall be immediately reinstated in their former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration or single arbitrator, if the matter is referred to arbitration.

### **13.04 Personnel File Access**

The Employer agrees that all employees will have access to their personnel file and may review same in the presence of the Human Resources Manager. To obtain access to their personnel file an employee will forward the appropriate request in writing to the Human Resources Manager who will deal with the

request within ten (10) calendar days. An employee may respond in writing to any report on their personnel file and such response will become a part of the file.

## **ARTICLE 14 SENIORITY**

### **14.01 Seniority Defined**

Seniority shall be measured by length of service in the bargaining unit and shall operate on a bargaining unit-wide-basis.

### **14.02 Probationary Employees**

- a) New full-time employees shall be considered to be probationary employees until they have been continuously employed for three (3) months, and during such probationary period they shall not be entitled to seniority and may be discharged for any reason. At the end of such probationary period, an employee shall be entered on the appropriate seniority list as of their original date of employment. A probationary period shall be extended for any absence of the employee exceeding five (5) days and may be extended by mutual agreement between the parties.
- b) The probationary period for part-time employees will be determined by the accumulated number of hours worked. The employee's thirty (30) day (one (1) month) probationary review will be when they have worked one hundred and sixty (160) hour; the sixty (60) day (two (2) month) probationary review will be when they have worked three hundred and twenty (320) hours; the ninety (90) day (three (3) month) probationary review will be when they have worked four hundred and eighty (480) hours.

### **14.03 Seniority Lists**

- a) The Employer shall prepare and keep up to date a seniority list and a copy of such list as revised from time to time, shall at all times be kept posted on the bulletin boards and Intranet. The Employer shall provide a copy of the seniority list to the Union upon request.
- b) Relief employees shall be placed on a relief staff seniority list when they have worked fifteen hundred (1,500) hours in the preceding twenty-four (24) months. The seniority date shall be the first (1<sup>st</sup>) day of the first (1<sup>st</sup>) month of the qualifying twenty-four (24) month period. Placement on the list shall entitle the relief employee to limited rights for the purpose of bidding into full-time positions within the City, such that where a posted position is not filled by an existing full-time employee, a relief employee shall be given first (1<sup>st</sup>) preference for the vacant position provided they possess the required qualifications, skills, abilities and knowledge. Placement on the list shall also entitle the relief employee to layoff and

recall rights within the relief group. An up to date relief staff seniority list shall be posted on the bulletin boards and Intranet in January of each year.

#### **14.04 Loss of Seniority**

- a) Except as provided in Subsection (b), an employee shall not lose their seniority if they are absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer.
- b) An employee shall lose their seniority in the event:
  - i) They are discharged for just cause;
  - ii) They resign;
  - iii) They are absent from work in excess of five (5) working days without approval, unless it was not reasonably possible to contact the Employer to request such approval;
  - iv) They fail to return to work following a layoff, within the period prescribed in Article 16.06, unless unable to do so because of sickness, or other cause acceptable to the Employer;
  - v) They are laid off for a period longer than one (1) year;
  - vi) They are absent from work because of sickness or accident for a period of thirty-six (36) months.
- c) When an employee loses their seniority their right to continued employment and/or to re-employment shall cease. In the event of re-employment, such person shall start as a new employee and their right to seniority and other benefits based upon their length of service with the Employer shall be calculated from their date of re-employment.

#### **14.05 Employee Categories**

In addition to full-time employees (Article 17.01), the Employer may employ the following:

- a) **Part-Time Employee**  
A "Part-time" employee regularly works less than the normal work day and/or the normal work week described in Article 17.01.
- b) **Seasonal Employee**  
A "Seasonal" employee is an employee hired for a set period of time (a "season") each year that may repeat. Seasonal employees are subject to layoff and recall procedures each year as per Article 16.
- c) **Co-op Students**  
A Co-op Student is a student registered in a recognized Co-operative Education Program at a participating post-secondary institution. None of

the provisions of the Collective Agreement, other than wage rates, (as outlined below), Union dues deductions, Article 33.03 a) (Payment in Lieu of Fringe Benefits), and access to the grievance procedure shall apply to employees working under this program.

The rates of pay will vary according to the term identified by the institution:

i) Up to the Third term

Pay Grade 5 to 8 70% of Step 1

Pay Grade 9 & 10 65% of Step 1

Pay Grade 11 to 15 60% of Step 1

ii) Third and subsequent terms

Pay Grade 5 to 8 75% of Step 1

Pay Grade 9 & 10 70% of Step 1

Pay Grade 11 to 15 65% of Step 1

d) **Grant Workers**

A "Grant Worker" is considered an "employee". The rate of pay and benefits will be negotiated between the Employer and the Union.

e) **Relief Employee**

A "Relief Employee"— is employed for a specified period of time to fill a position which is available due to the absence of an employee through illness, accident, vacation, or approved leave of absence, or extra workload. Any position occupied by a relief employee shall be assumed by the employee, normally holding the position, upon their return from leave.

None of the provisions of this Agreement, other than wage rates, Union dues deductions, Article 33.03 a) (Payment in Lieu of Fringe Benefits), and access to grievance procedure shall apply to relief employees.

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

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

## **ARTICLE 15 PROMOTIONS, DEMOTIONS & TRANSFERS**

### **15.01 Seniority to Apply**

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

### **15.02 Job Posting**

If a job vacancy occurs, or a new position is created which comes within the scope of this agreement, notice of such vacancy or new position shall be posted for a period not less than seven (7) calendar days. The posting shall include a classification summary, salary range and the number of vacancies to be filled. This posting requirement shall not preclude the Employer from filling such job vacancies or new positions on a temporary basis, pending posting, for a maximum of thirty (30) calendar days. This thirty (30) day maximum time limit may be extended by mutual agreement. Copies of the posting and notice of the successful applicant will be sent to the Union.

### **15.03 Applications for Lateral Positions**

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

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

When a job vacancy or new position is filled on a permanent basis, the employee concerned shall be on a trial period for three (3) months during which the Employer shall review the service of the employee while on the job. If such service has proven satisfactory the Employer shall confirm the employee in the job with a copy of such confirmation sent to the Union. At the conclusion of such trial period (or sooner if it should become apparent that the employee cannot successfully complete the trial period), the Employer may extend the trial period for not more than one (1) additional month, or shall return the employee to their former job or shall place them on other work consistent with their qualifications, skill, knowledge and ability to efficiently fulfill the job requirements, in which case the employee shall be paid not less than the rate of pay they were in receipt of when last employed on their former job.

### **15.05 Temporary Job Opportunities**

Temporary job opportunities resulting from the absence of an employee through illness, accident, vacation, or approved leave of absence, or extra workload, for a period exceeding twenty-eight (28) calendar days' duration, shall be posted. The Employer shall post the posting within five (5) calendar days of receiving confirmation that the absence will exceed twenty-eight (28) calendar days. Any employee appointed to a temporary position shall be required to complete the original assignment prior to bidding on any other

temporary job opportunity. The successful applicant will return to their former position upon completion of the temporary term.

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

**15.06 Placement of Disabled Employees**

Subject to Article 14.04 (b) (vi) and Article 24.06, employees who have become unable to handle their regular jobs or employees who are partially disabled through sickness or accident will be given preference for such work as is suitable and available.

**15.07** If an employee, prior to going on vacation or leave of absence, provides written notice to Human Resources of their intent to apply for an anticipated job posting, they shall be considered as having applied for such posting.

**ARTICLE 16 LAYOFF & RECALLS**

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

**16.02 Notice of Layoff**

The Employer shall notify employees with seniority rights who are to be laid off, fourteen (14) calendar days before layoff is to be effective.

**16.03** In the event of layoff, probationary employees shall be laid off first (1<sup>st</sup>), and thereafter employees shall be laid off in reverse order of seniority, provided that there are available employees with seniority who are qualified and willing to do the work of employees laid off.

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

**16.05 Layoff Procedure**

- a) In the event of a layoff, such layoff will be by classification as covered by this Agreement. The employee with the least seniority with the Employer, shall be reduced out of such classification.
- b) In the event of a layoff in any classification, the affected employee shall exercise their seniority in a classification for which they have the required qualifications, skills, abilities and knowledge.
- c) Employees who are not able to claim a classification under (b) above shall be laid off in reverse order of seniority.

**16.06 Recalls**

Employees shall be recalled from layoff in order of seniority, provided they are qualified to perform the work available, prior to any job posting.

**16.07** Such employees shall return to work within seven (7) calendar days (or such longer period as may be mutually agreed upon) after recall notice has been received.

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

**16.09 Demotions When Work Force is to be Reduced**

Should it become necessary to reduce the work force, an employee who is not on the basic staff establishment of the Employer may be demoted to a lower rated classification, If the employee so requests, they shall be entitled to take a layoff instead of a demotion.

**ARTICLE 17 HOURS OF WORK**

**17.01 Normal Work Day and Normal Work Week**

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

a) **Schedule "A" Positions**

The normal work day (day shift) shall consist of a scheduled period of seven (7) hours of work between the hours of 6:30 a.m. and 5:00 p.m. The normal work week shall consist of five (5) such days, Monday to Friday inclusive.

b) **Schedule "B" Positions**

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

c) Notwithstanding the provisions of 17.01 (a) and (b), the Employer and the Union, may vary the start-quit times, within the existing hours of work.

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

The Employer and the Union have set forth the work schedules for each department. The Employer can vary the work schedules and implement new work schedules provided the Employer gives the Union twenty (20) calendar days' notice prior to implementation.

If the Union disputes the implementation of a new shift schedule, it may refer the issue to a Labour Management meeting. If the disagreement is not resolved, the Union may refer the issue to an Arbitrator, within seven (7) calendar days of the Labour Management meeting, for final and binding settlement.

The Arbitrator shall approve the new shift if it will result in a cost or efficiency saving or service improvement to the Employer. A decision of the Arbitrator to reject the proposed schedule shall not be retroactive such that no premium pay shall be awarded or paid to the employees who worked the shift during the interim period.

Should the parties fail to agree on an Arbitrator, either party may apply to the Minister of Labour to appoint an Arbitrator to resolve the dispute.

Variations to start and quit times under 17.01 (c) are not subject to the provisions of Article 17.02.

### **17.03 No Split Shifts**

- a) No seven (7) hour work day for office employees shall be spread over a period longer than eight (8) hours, including not more than one (1) hour off for lunch.
- b) No eight (8) hour work day for employees other than office employees shall be spread over a period longer than nine (9) hours, including not more than one (1) hour off for lunch.

### **17.04 Rest Periods**

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

The Employer will ensure that employees, who commence work four (4) or more hours before the start of their normal shift, are provided with a fifteen (15) minute rest period during the extra hours prior to starting their normal shift.

## **ARTICLE 18 OVERTIME**

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

- a) On an employee's normal work day, time and one-half (1½) for the first two (2) hours and double time (2X) thereafter.
- b) On an employee's days of rest, double time (2X).

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

**18.03 Paid Time Off in Lieu of Worked Overtime**

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

**ARTICLE 19 REPORTING FOR WORK**

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

**19.02** In the event the pool facility has a fouling or is shut down for a mechanical issue, a part-time lifeguard who is scheduled to report for work within four (4) hours will be provided with a minimum of two (2) hours pay at their regular rate of pay or two (2) hours of work.

**ARTICLE 20 CALL-OUTS**

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

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

**20.03** An employee who, before the end of their normal day's work, is instructed to next report for work not more than two (2) hours before the regular starting time of their normal work day, shall not be considered to be on a call-out; however, the hours worked before the regular starting time of the employee's

normal work day under the provisions of this section shall be paid at the double time (2X) rate.

- 20.04** An employee who is called out to work more than four (4) hours in advance of the beginning of the employee's next normal shift shall be entitled to an eight (8) hour rest period commencing at the time the actual overtime work assignment is completed. If the employee's regular starting time is scheduled to commence before the expiration of this period, the employee will be permitted to remain at rest for the eight (8) hour period and will be paid the employee's regular rate for the hours of their next normal shift which fall within the rest period and for the remainder of the employee's normal shift which the employee shall work.

**ARTICLE 21 SHIFT PREMIUM**

- 21.01** A premium shift is defined as any shift that commences or ends between the hours of 6:00 p.m. in one day and 5:00 a.m. the following day.
- 21.02** An employee shall receive a premium of one dollar (\$1.00) per hour for all scheduled hours worked on a premium shift.

**ARTICLE 22 STATUTORY HOLIDAYS**

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

New Year's Day	British Columbia Day
Family Day	Labour Day
Good Friday	National Day for Truth and Reconciliation
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
	Boxing Day

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

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

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

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

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

**22.05 Payment for Statutory Holidays**

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

**22.06** If an employee is required to work on a statutory or public holiday they shall, be paid at double (2X) employee's regular hourly rate of pay for all hours worked and be provided a paid day off in lieu to be used prior to the next statutory holiday.

**22.07** No employee shall receive holiday pay for a statutory or public holiday unless they have been employed by the Employer for a period of at least thirty (30) calendar days immediately preceding the holiday and have worked or earned wages for fifteen (15) of the thirty (30) calendar days preceding the holiday. A layoff not exceeding five (5) calendar days shall not be deemed to be a break in service for the purpose of this Article.

**22.08 Holiday Occurring During Annual Vacation**

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

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

**ARTICLE 23 ANNUAL VACATIONS**

**23.01 Definition of Vacation Year**

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

**23.02 Vacation with Pay**

- a) Regular full-time employees with a start date that follows January 1, 2024, shall be entitled to three weeks (6%) of annual vacation during their first year of employment, frontloaded and prorated to their start date. Vacation leave will be frontloaded in each subsequent year. In all cases of termination of service, adjustment will be made for any

overpayment or underpayment of vacation entitlement at date of termination.

- b) An employee shall be entitled to a paid vacation based on their completed years of service as a regular full-time employee at the end of the previous calendar year. Payment for vacation shall be at the employee's rate of pay at the time they take their vacation.
- c) An employee shall be entitled to a paid vacation leave in accordance with the following table:

Completed Years of Service (as a regular full-time employee)	Hours of Vacation with Pay		
	Employees working 35 hours per week	Employees working 37.5 hours per week	Employees working 40 hours per week
0	105 Pro-rated to start date	112.5 Pro-rated to start date	120 Pro-rated to start date
1 to 7	105	112.5	120
8 to 15	140	150	160
16 to 20	175	187.5	200
21 and over	210	225	240

**23.03 Employees on Layoff**

An employee who is laid off will be paid out for any vacation leave accrued, but not taken. If the employee is recalled, they shall be provided vacation leave in accordance with and under the provisions of Article 23.02(a).

**23.04 Employees on Long Term Disability/WCB**

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

**23.05 Vacation Entitlement with Change in Employment Status**

An employee to whom Article 14.05 a), b), c), d) and e) applies, who becomes a regular full-time employee shall be eligible for vacation as per Article 23.02 a).

**23.06 Scheduling of Vacations**

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

**23.07** Vacation leave may not be carried forward into subsequent year without written approval from the Employer.

**23.08 Termination of Employment**

In the event of termination of employment, an employee will be paid out for any vacation leave accrued, but not taken.

**ARTICLE 24 SICK LEAVE**

**24.01 Sick Leave Defined**

Sick leave, which includes Family Responsibility, is a period of time that an employee is permitted to be absent from work due to sickness/illness of self, and various health-related absences including medical, dental, paramedical and counseling appointments. Health-related medical appointments are to be scheduled outside of regular working hours where possible. Where this is not possible, appointments are to be scheduled to minimize any disruption of the work day.

**24.02 Sick Leave Bank**

On January 1<sup>st</sup> of each year, all active regular full-time employees shall be credited the equivalent of two (2) workweeks of paid leave which shall be placed in a Sick Leave Bank for use as per Article 24.01. Employees may use up to the amount credited each year for approved sick leave. New employees shall be eligible for sick leave following ninety (90) consecutive days of employment and shall have their sick leave entitlement prorated based on their start date, but shall not receive less than five (5) days of paid leave placed in a Sick Leave Bank. The Sick Leave Bank exceeds the requirements of section 49.1 of the Employment Standards Act British Columbia (ESABC) and is inclusive of this legislated benefit. Any remaining balance of the Sick Leave Bank shall expire on December 31<sup>st</sup> of each year and does not carry forward to subsequent years.

The definition of "workweek" is the standard workweek typically scheduled for an employee, excluding overtime.

**24.03 Sick Leave Pay**

Pay, for sick leave, shall be deducted from the employee's sick leave bank on an equivalent and actual time basis to a maximum of five (5) days per sick leave claim, subject to the balance in the employee's sick leave bank. An employee must follow any and all requirements of the Employer to qualify for sick leave pay.

Commencing the sixth (6<sup>th</sup>) day of a continuous absence, to a maximum of twenty-six (26) weeks from the first (1<sup>st</sup>) day of sick leave, an employee who continues to qualify for sick leave shall receive seventy percent (70%) of gross regular weekly earnings through a Weekly Indemnity Plan. The employee shall

pay the premium for the Weekly Indemnity Plan. Health and welfare benefits and their premium cost share arrangement will continue during any period of Weekly Indemnity.

An employee who is required to undergo a medical procedure that results in the employee being unable to perform the duties of their position for a period of fourteen (14) calendar days, or more, shall qualify for the City paying the employee for the first five (5) days prior to beginning the Weekly Indemnity benefit on the sixth (6<sup>th</sup>) day.

An employee who participates in a Return to Work Program while drawing Weekly Indemnity benefits will have their Weekly Indemnity benefit augmented each pay period so as to provide one hundred percent (100%) of the employee's normal net take home pay, subject to normal benefit and statutory deductions.

#### **24.04 Workers' Compensation**

Where disability benefits are payable under the Workers' Compensation Act, the employee shall have their WorkSafe BC benefits augmented by the Employer each pay period so as to provide one hundred percent (100%) of the employee's normal net take home pay. Such earnings will be subject to normal benefit and statutory deductions. The wage augmentation only will be payable to a maximum of twenty-six (26) weeks per claim.

In the event that WorkSafe BC rejects a claim, or during a period of WorkSafe BC delay prior to accepting a claim, the Employer will pay full regular earnings to the employee for as long a period as the employee has vacation, overtime or other banked credits. Where WorkSafe BC subsequently accepts the employee's claim, the employee's pay shall be recalculated, retroactively, for the period of the claim. In the event that WorkSafe BC rejects a claim, the Employer will immediately forward the claim to the Wage Indemnity Plan.

An employee who has received WorkSafe BC in excess of twenty-six (26) weeks and who participates in a Transitional Return to Work Program may earn vacation credits on a pro-rata basis. Vacation credits may be earned only for that period on the Program immediately coincident with an employee's return to full-time active employment. Vacation credits are not earned for any other time worked on the Program where an employee's participation was stopped or suspended for any reason.

#### **24.05 General Principles**

- a) Participation in the Wage Indemnity Plan is mandatory.
- b) Coverage for sick leave, including Wage Indemnity, commences the date of completion of three (3) months continuous service or when an employee becomes eligible to have their name entered on the seniority list.

- c) The Southern Interior Municipal Employers Association of which the Employer is a member is the Policyholder and administrator of the Wage Indemnity Plan.
- d) Surplus funds available as a result of positive claims experience under an ASO Wage Indemnity plan will be used for future wellness initiatives which may include benefits and/or premiums. The Employer will provide the Union with an annual report on the status of the Wage Indemnity account.

**24.06**

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

- a) 1 to 6 months' leave – 2 days' notice;
- b) 7 to 18 months' leave – 1 weeks' notice
- c) 19 to 36 months' leave –1 months' notice

The notice will be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

If an employee has been absent due to illness or injury for twelve (12) months, the employee relinquishes the right to their position and the Employer can post the position. If the Employer is satisfied that an employee will be medically fit to return to work after twelve (12), but before thirty-six (36) months has elapsed from the original date of absence, the employee will be placed in accordance with Article 15.06 or, at the Employer's discretion, will be allowed to 'bump'. Notwithstanding the foregoing, if the Employer agrees, based on medical evidence, that an employee will be medically fit to return to work after twelve (12), but before eighteen (18) months has elapsed from the original date of absence, the Employer may delay posting for up to the end of that eighteen (18) month period. The Employer and the Union will cooperate in fulfilling the legal duty to accommodate an employee with a disability.

**ARTICLE 25 LEAVE OF ABSENCE**

**25.01 Leave of Absence Without Pay**

The Employer shall grant leave of absence without pay and without loss of seniority to an employee requesting such leave for good and sufficient reason, provided the employee's request is in writing, and that the granting of such leave will be subject to the Employer's approval. Such approval will not be unreasonably withheld.

**25.02 Leave for Union and Other Purposes**

An employee who is elected or appointed to a position with the Canadian Union of Public Employees or any trade-union body with which the Union is affiliated, or who is elected to public office, shall, if they so requests in writing, be granted

a full-time leave of absence without pay and without loss of seniority for a period not exceeding one (1) year. Such leave may be renewed by mutual agreement between the Employer and the Union.

**25.03** In addition to the leaves allowed under Article 25.02, at the request of the Union, and by mutual agreement between the Employer and the Union, leave of absence with pay (which pay will be reimbursed to the Employer by the Union) will be granted to employees to attend conventions, education or training programs or other bona-fide meetings of the Canadian Union of Public Employees or other trade-union body with which the Union is affiliated. Such approval will not be unreasonably withheld.

**25.04 Bereavement Leave**

In the event of a death in the immediate family of an employee, or an employee's spouse, the Employer shall grant a maximum of three (3) regularly scheduled consecutive work days leave without loss of pay or benefits. Additional leave of absence with pay for travel may be granted by the Human Resources Manager. For the purpose of this Article, "Immediate family" shall mean the employee's spouse, child, step-child, parents, brother, sister, grandparents, grandchild, step-parent, foster child, foster parent, aunt, uncle, niece, nephew, fiancée, son-in-law, daughter-in-law, sister-in-law, brother-in-law, mother-in-law, and father-in-law; or, a person whose relationship is not defined above (but whose death generates an impact comparable to that of immediate family)."

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

One half (1/2) day shall be granted without loss of salary or wages to attend a funeral as a pallbearer, provided such employee has the approval of their Supervisor.

**25.05 Maternity Leave**

Maternity leave is governed by Section 50 of the Employment Standards Act (BC).

The Employer commits to supporting and assisting employees throughout the period of pregnancy, ensuring that they can continue their employment with necessary accommodations to perform their job functions. Should an employee require adjustments to their work duties or environment due to pregnancy, the Employer will undertake all reasonable efforts to provide suitable accommodations. In circumstances where accommodations cannot be reasonably achieved, the employee will be entitled to a leave of absence as outlined in this Article and any other relevant Articles of the Collective Agreement. The Employer affirms that pregnancy shall in no way be a cause for termination or unfavourable alteration in employment status or conditions.

**25.06 Parental Leave**

Parental leave is governed by Section 51 of the Employment Standards Act (BC).

**25.07 Duties of the Employer**

- a) The Employer must not, because of an employee's maternity or parental leave, terminate employment or change a condition of employment without the employee's written consent.
- b) As soon as the leave ends, the Employer must place the employee in the position, or a comparable position, the employee held before taking maternity or parental leave.

**25.08 Employment Deemed Continuous**

- a) The service of an employee who is on maternity or parental leave is deemed continuous for the purpose of calculating seniority, annual vacation entitlement and any pension, medical or other plan beneficial to the employee.
- b) The Employer must continue to make payments to these plans if the Employer pays the total cost of the plan or if the employee chooses to continue to pay their share of a jointly paid plan.
- c) The employee is entitled to all increases in wages and benefits they would have been entitled to had maternity or parental leave not been taken.
- d) Article 25.08 (a) does not apply if the employee, without the Employer's consent, takes a longer leave than is allowed under Article 25.05 or 25.06.

**25.09 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 by them.

**25.10 Family Responsibility Leave**

An employee is entitled to up to five (5) days of leave during each employment year to meet responsibilities related to:

- a) the care, health or education of a child in the employee's care, or
- b) the care or health of any other member of the employee's immediate family as defined in the Employment Standards Act.

Accumulated sick leave pay shall be taken for this leave.

**25.11 Leave of Absence with Pay**

The Employer may, in its discretion, grant an employee a leave of absence with pay.

**25.12 Domestic or Sexual Violence Leave**

Employees who have experienced domestic or sexual violence shall be entitled to paid leave in accordance with the Employment Standards Act of BC.

**ARTICLE 26 WAGES, SALARIES & APPLICABLE PROVISIONS**

**26.01 Wage and Salary Rates**

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

**26.02 Salary Ranges**

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

**26.03 Promotions, Demotions and Temporary Assignments**

- a) Subject to the provisions of Subsection (b), in the event an employee is promoted or temporarily assigned to a higher rated classification, they shall receive the higher rate of pay.
- b)
  - i) Subject to ii) below, in the event an employee is promoted or temporarily assigned to a higher rated classification, where a graduated salary range is provided, the employee shall be paid at least that rate in the salary range for the classification to which the employee is promoted or temporarily assigned which is next higher than the employee's present rate.
  - ii) If the employee is at Step 3 in their present position, the employee shall be paid at Step 3 in the classification to which they are promoted or temporarily assigned.
- c) In the event an employee is temporarily assigned to a lower rated classification, they shall continue to receive their regular rate of pay.

- d) In the event an employee is demoted to a lower rated classification, they shall receive the lower rate of pay.

**26.04 More Favourable Rate**

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

**26.05 Dirty Work**

In extreme circumstances beyond those that would reasonably be encountered by an employee performing the employee's position, a premium of thirty-five cents (\$0.35) per hour will be paid for actual hours worked by the employee performing dirty work. Payment of the premium must be approved by the Director of the affected Department and Human Resources Manager.

**26.06 No Pyramiding**

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

**26.07 First Aid Attendant Premiums**

An employee who has been appointed by the Employer to act as a Level II First Aid Attendant shall be paid a premium of fifty cents (50¢) per hour for hours worked.

This First Aid Attendant shall also receive a five hundred dollar (\$500) bonus upon successful completion of the required First Aid course plus an additional seven hundred and fifty dollars (\$750) bonus after serving a full three (3) year term as the Attendant, immediately following completion of the required course.

- 26.08** A full-time employee who has greater than one (1) year of service and who is required to wear approved footwear shall be entitled to reimbursement of up to one hundred fifty dollars (\$150.00) every twenty-four (24) months thereafter upon presentation of a receipt for purchase.

**ARTICLE 27 STANDBY (ON CALL)**

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

- a) Two (2) hours pay at their regular rate of pay for each normal work day on which the employee was on call and also worked their regular eight (8) hours shift.

b) Three (3) hours pay at their regular rate of pay for each day of rest or statutory holiday on which the employee was on call.

**27.02** If an employee covered by this Agreement is required to carry out nightly snow checks while on standby, the employee shall be paid for one (1) hour at the double time (2X) rate.

## **ARTICLE 28 NEW OR CHANGED CLASSIFICATIONS**

**28.01** The Employer may institute new classifications in addition to those listed in Schedule "A" and Schedule "B". Should any such new classification be instituted, the Employer shall establish the rate for same and shall submit the classification and rate to the Union in writing and, in addition, shall post the classification and rate in the manner required by Article 15.02. 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 arbitration under the provisions of Article 12. Any change in rate resulting from discussion between the parties, or following a reference to arbitration, shall be retroactive to the date the new classification was instituted by the Employer.

### **28.02 Changed Classification**

If the Union claims that the duties of an existing classification have been changed to an extent sufficient to alter the classification and/or rate, the Union may request to meet with the Employer to review the classification and/or rate. If within 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 12. Any change in rate resulting from discussion between the parties, or following a reference to arbitration, shall be retroactive to the date the Union submitted its request to the Employer.

### **28.03 Abandonment**

If the Union does not request to meet with the Employer to review the classification and rate within thirty (30) working days, as provided for in Article 28.01, or if the Union does not refer the difference, if any, to arbitration within thirty (30) working days, as provided for in Article 28.02, then the difference, if any, shall be deemed to be abandoned and all rights of recourse to arbitration shall be at an end.

**28.04 Extension of Time Limits**

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

**28.05 Job Descriptions**

The Employer will provide the Union with copies of new or changed job descriptions.

**ARTICLE 29 MUNICIPAL PENSION PLAN**

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

**ARTICLE 30 HEALTH & WELFARE COVERAGE**

The following benefits will be provided to municipal employees:

**30.01 Group Life Insurance and Accidental Death and Dismemberment**

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

**30.02 Medical Services Plan**

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

**30.03 Extended Health Benefit**

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

**30.04 Dental Plan**

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

- a) Basic Dental Services (Plan "A") – Plan pays one hundred percent (100%) of approved schedule of fees.
- b) Prosthetics, Crowns and Bridges (Plan "B") – Plan pays sixty percent (60%) of approved schedule of fees (no maximum lifetime limit).
- c) Orthodontics (Plan "C") – Plan pays fifty percent (50%) of approved schedule of fees to a maximum lifetime limit of three thousand and five hundred (\$3,500) dollars.

- d) Premium costs for the Dental Plan shall be paid by the Employer.

### **30.05**

#### **General Principles**

- a) Participation in the aforementioned Plans shall be mandatory.
- b) Life, Accidental Death and Dismemberment, Weekly Indemnity Plan, Extended Health and BC Medical Plan coverage commences on the date of completion of three (3) months continuous service, or when an employee becomes eligible to have their name entered on the seniority list.
- c) Dental coverage commences the first of the month coincident with or next following the date an employee joins the plan.
- d) Coverage during layoff will be provided as follows:

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

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

### **ARTICLE 31 BULLETIN BOARDS**

- 31.01** The Employer shall provide a bulletin board in a prominent location accessible to employees in all locations where employees report for work.

### **ARTICLE 32 TECHNOLOGICAL CHANGE**

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

- 32.02** Where the Employer introduces or intends to introduce, a technological change, that:
- a) Affects the terms and conditions, or security of employment of a significant number of employees to whom this Collective Agreement applies, and
  - b) Alters significantly the basis upon which the Collective Agreement was negotiated, either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an Arbitration Board pursuant to Article 12 of this Collective Agreement, bypassing all other steps in the grievance procedure.

- 32.03** The Arbitration Board shall decide whether or not the Employer has introduced, or intends to introduce a technological change, and upon deciding that the Employer has or intends to introduce a technological change the Arbitration Board:
- a) Shall inform the Minister of Labour of its findings, and
  - b) May then or later make any one or more of the following orders:
    - i) That the change be made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated;
    - ii) That the Employer will not proceed with the technological change for such period, not exceeding ninety (90) calendar days, as the Arbitration Board considers appropriate;
    - iii) That the Employer reinstate any employee displaced by reason of the technological change;
    - iv) That the Employer pay to that employee such compensation in respect of their displacement as the Arbitration Board considers reasonable.

- 32.04** The Employer will give to the Union in writing at least ninety (90) calendar days' notice of any intended technological change that:
- a) Affects the terms and conditions or security of employment of a significant number of employees to whom this Collective Agreement applies; and
  - b) Alters significantly the basis upon which the Collective Agreement was negotiated.

## **ARTICLE 33 GENERAL**

### **33.01 Job Related Liability Protection**

Any employee, coming within the scope of the Canadian Union of Public Employees, Local No. 608, will be granted the services of a City solicitor without

charge for the purpose of representing the employee, who as a result of any matter arising out of or in the course of their normal work duties and/or assignments, is personally involved in a legal or court action.

### **33.02 Tool Insurance**

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

### **33.03 Payment in Lieu of Fringe Benefits**

a) The following employees shall be paid fifteen and one half percent (15.5%) in lieu of all vacation pay, statutory holiday pay and fringe benefits:

- Part-time Employees;
- Relief Employees;
- Seasonal Employees;
- Co-op Student Employees;
- Grant Workers;
- Part-time arena Employees; and
- Summer recreation Employees.

b) All employees in 33.03 a) will be paid one and one half (1.5X) the employee's regular hourly rate of pay for hours worked on a statutory holiday in accordance with the Employment Standards Act of BC.

c) Should any employees under 33.03 a) become eligible for enrollment in the Municipal Pension Plan (MPP), the payment in lieu shall be decreased by four percent (4%). As such, the positions outlined under 33.03 a) who begin contributing to the MPP shall be paid eleven-and-one-half percent (11.5%) in lieu of all vacation pay, statutory holiday pay, and fringe benefits.

### **33.04 Third Party Liability**

In any case where an employee is paid by the Employer during any absence due to illness or injury, and the employee receives compensation from a third party (e.g. ICBC) for an accidental bodily injury or illness, there shall be no "double dipping". Employees shall repay the Employer the total amount of compensation they did, or will in future, receive from the Employer for the period(s) of disability resulting from the above-noted accident or illness in the event that they receive any compensation from a third party, (e.g. ICBC) for the same period(s). This reimbursement to the Employer shall equal the

amount of any and all wages, benefits and any other monies paid, to employee, by the Employer.

Employees who pay premiums for a personal, private wage-loss-only insurance plan shall not be required to reimburse the Employer for any compensation they receive from their private insurance carrier.

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

## **ARTICLE 34 OCCUPATIONAL HEALTH AND SAFETY**

**34.01** A Joint Safety Committee shall be established in accordance with the Occupational Health & Safety Regulations. Worker representatives on the committee are to be selected according to the procedures established or agreed upon by the Union. The committee shall meet monthly. A copy of all meeting minutes shall be sent to the Union and the Employer.

## **ARTICLE 35 TERM OF AGREEMENT**

### **35.01 Term of Agreement**

This Agreement shall take effect from January 1, 2024 and shall remain in effect until December 31, 2026, and thereafter from year to year unless written notice of intent to terminate or amend the Agreement is given by either party to the other party in accordance with the provisions of the Labour Relations Code. Within ten (10) calendar days after receipt of any notice given pursuant to this Article by either party, the parties to this Agreement shall commence negotiations. During the period of negotiations this Agreement shall continue in full force and effect.

### **35.02 Labour Relations Code**

The parties to this Agreement hereby exclude the operation of Subsection 2 of Section 50 of the Labour Relations Code.

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 7 day of June, 2024.

**ON BEHALF OF:**  
CITY OF PENTICTON

Anthony Haddad

Anthony Haddad, City Manager

Alex Castley

Alex Castley, Manager of HR & OHS

Kristen Dixon

Kristen Dixon, General Manager of Infrastructure

Angela Campbell

Angela Campbell, Director of Finance & Administration

**ON BEHALF OF:**  
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 608

Shelie Best

Shelie Best, President

Lori Plotzki

Lori Plotzki, Bargaining Committee

Sean Ryan

Sean Ryan, Bargaining Committee

Mike Stadnyk

Mike Stadnyk, Bargaining Committee

Sara Manchester

Sara Manchester, National Representative

**SCHEDULE "A"**

**35 Hours Per Week Positions – 2024 to 2026**

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

<b>PAY GRADE</b>	<b>JOB TITLE</b>	<b>STEPS</b>	<b>JAN 1, 2023</b>	<b>JAN 1, 2024 4.00%</b>	<b>JUL 1, 2024 4.00%</b>	<b>MAR 1, 2025 4.00%</b>	<b>JAN 1, 2026 3.25%</b>
1							
2	Museum Preparator	1	\$ 23.91	\$ 24.87	\$ 25.86	\$ 26.89	\$ 27.76
		2	\$ 25.27	\$ 26.28	\$ 27.33	\$ 28.42	\$ 29.34
		3	\$ 26.57	\$ 27.63	\$ 28.74	\$ 29.89	\$ 30.86
3	Accounting Clerk I	1	\$ 24.74	\$ 25.73	\$ 26.76	\$ 27.83	\$ 28.73
	Summer Tax Clerk	2	\$ 26.09	\$ 27.13	\$ 28.22	\$ 29.35	\$ 30.30
		3	\$ 27.48	\$ 28.58	\$ 29.72	\$ 30.91	\$ 31.91
4	Museum Assistant	1	\$ 25.50	\$ 26.52	\$ 27.58	\$ 28.68	\$ 29.61
	Receptionist/Cashier (Recreation)	2	\$ 26.93	\$ 28.01	\$ 29.13	\$ 30.30	\$ 31.28
		3	\$ 28.32	\$ 29.45	\$ 30.63	\$ 31.86	\$ 32.90
5	Cashier Clerk (City Hall)	1	\$ 26.68	\$ 27.75	\$ 28.86	\$ 30.01	\$ 30.99
		2	\$ 28.17	\$ 29.30	\$ 30.47	\$ 31.69	\$ 32.72
		3	\$ 29.67	\$ 30.86	\$ 32.09	\$ 33.37	\$ 34.45
6	City Yards Clerk	1	\$ 27.90	\$ 29.02	\$ 30.18	\$ 31.39	\$ 32.41
	City Hall Receptionist	2	\$ 29.42	\$ 30.60	\$ 31.82	\$ 33.09	\$ 34.17
	Development Services Clerk	3	\$ 30.98	\$ 32.22	\$ 33.51	\$ 34.85	\$ 35.98
	Electric Utility Clerk						
	Facilities Clerk						
	Procurement Clerk						
7	Accounting Clerk II	1	\$ 29.21	\$ 30.38	\$ 31.60	\$ 32.86	\$ 33.93
	Building & Licence Clerk	2	\$ 30.83	\$ 32.06	\$ 33.34	\$ 34.67	\$ 35.80
	Collections Clerk	3	\$ 32.46	\$ 33.76	\$ 35.11	\$ 36.51	\$ 37.70
	Recreation Clerk						
	Utilities Clerk						
	Victim Services Program Assistant						
8	Coordinator/Aquatic Programs	1	\$ 30.67	\$ 31.90	\$ 33.18	\$ 34.51	\$ 35.63

<b>PAY GRADE</b>	<b>JOB TITLE</b>	<b>STEPS</b>	<b>JAN 1, 2023</b>	<b>JAN 1, 2024 4.00%</b>	<b>JUL 1, 2024 4.00%</b>	<b>MAR 1, 2025 4.00%</b>	<b>JAN 1, 2026 3.25%</b>
	Court Liaison - RCMP	2	\$ 32.37	\$ 33.66	\$ 35.01	\$ 36.41	\$ 37.59
	CPIC Coordinator - RCMP	3	\$ 34.08	\$ 35.44	\$ 36.86	\$ 38.33	\$ 39.58
	Design Clerk/Plan Checking Assistant						
	Occurrence/Information Officer - RCMP						
	Records Admin Clerk - RCMP						
	Tax Clerk						
	Utility Clerk Technician						
9	Accounting Clerk III	1	\$ 32.18	\$ 33.47	\$ 34.81	\$ 36.20	\$ 37.38
	Plan Checker/Assistant Inspector	2	\$ 33.98	\$ 35.34	\$ 36.75	\$ 38.22	\$ 39.46
	Inventory Associate	3	\$ 35.76	\$ 37.19	\$ 38.68	\$ 40.23	\$ 41.54
	Reader/Records Specialist - RCMP						
	Survey Technician I						
10	Accounting Clerk - Payables	1	\$ 33.38	\$ 34.72	\$ 36.11	\$ 37.55	\$ 38.77
	Accounting Clerk IV	2	\$ 35.24	\$ 36.65	\$ 38.12	\$ 39.64	\$ 40.93
	Assistant Land Administrator	3	\$ 37.10	\$ 38.58	\$ 40.12	\$ 41.72	\$ 43.08
	Electronic File Administrator - RCMP						
	Exhibit Control Custodian - RCMP						
	Planning Clerk						
	Recreation Coordinator						
Watch Clerk - RCMP							
11	Service Desk Analyst	1	\$ 34.60	\$ 35.98	\$ 37.42	\$ 38.92	\$ 40.18
	Survey Technician II	2	\$ 36.51	\$ 37.97	\$ 39.49	\$ 41.07	\$ 42.40
		3	\$ 38.44	\$ 39.98	\$ 41.58	\$ 43.24	\$ 44.65
12	Engineering Technologist	1	\$ 35.80	\$ 37.23	\$ 38.72	\$ 40.27	\$ 41.58
	Business Analyst I	2	\$ 37.79	\$ 39.30	\$ 40.87	\$ 42.50	\$ 43.88
	GIS Coordinator - RCMP	3	\$ 39.80	\$ 41.39	\$ 43.05	\$ 44.77	\$ 46.23
	Watch Clerk Lead - RCMP						
13	Accountant	1	\$ 37.01	\$ 38.49	\$ 40.03	\$ 41.63	\$ 42.98
	Engineering Technologist I	2	\$ 39.07	\$ 40.63	\$ 42.26	\$ 43.95	\$ 45.38
	Environmental Coordinator	3	\$ 41.11	\$ 42.75	\$ 44.46	\$ 46.24	\$ 47.74

PAY GRADE	JOB TITLE	STEPS	JAN 1, 2023	JAN 1, 2024 4.00%	JUL 1, 2024 4.00%	MAR 1, 2025 4.00%	JAN 1, 2026 3.25%
	GIS Technician						
	Planning Technologist I						
	Records Lead - RCMP						
14	Building Official I	1	\$ 38.20	\$ 39.73	\$ 41.32	\$ 42.97	\$ 44.37
	Business Analyst II	2	\$ 40.33	\$ 41.94	\$ 43.62	\$ 45.36	\$ 46.83
	Engineering Technologist II	3	\$ 42.44	\$ 44.14	\$ 45.91	\$ 47.75	\$ 49.30
	GIS Analyst I						
	Licensing & Property Use Inspector I						
	Network Support Technician						
	Planning Technologist II						
	Plans Examiner I						
15	Development Technologist	1	\$ 39.41	\$ 40.99	\$ 42.63	\$ 44.34	\$ 45.78
	GIS Analyst II	2	\$ 41.60	\$ 43.26	\$ 44.99	\$ 46.79	\$ 48.31
	Network Systems Analyst	3	\$ 43.79	\$ 45.54	\$ 47.36	\$ 49.25	\$ 50.85
16	Building Official II	1	\$ 40.41	\$ 42.03	\$ 43.71	\$ 45.46	\$ 46.94
	Engineer in Training	2	\$ 42.65	\$ 44.36	\$ 46.13	\$ 47.98	\$ 49.54
	IT Lead/Business Analyst	3	\$ 44.90	\$ 46.70	\$ 48.57	\$ 50.51	\$ 52.15
	Lead GIS Analyst						
	Licensing & Property Use Inspector II						
	Plumbing Official/Cross Connection Coordinator I						
17	Building Official III	1	\$ 41.60	\$ 43.26	\$ 44.99	\$ 46.79	\$ 48.31
	Licensing & Property Use Inspector III	2	\$ 43.81	\$ 45.56	\$ 47.38	\$ 49.28	\$ 50.88
	Plumbing Official/Cross Connection Coordinator II	3	\$ 46.01	\$ 47.85	\$ 49.76	\$ 51.75	\$ 53.43
18	Project Engineer	1	\$ 49.35	\$ 51.32	\$ 53.37	\$ 55.50	\$ 57.30
		2	\$ 53.19	\$ 55.32	\$ 57.53	\$ 59.83	\$ 61.77
		3	\$ 54.98	\$ 57.18	\$ 59.47	\$ 61.85	\$ 63.86

Building and/or Plumbing Officials required to have a Trades Certificate, as set out in their job description, shall receive eighty-four (\$84.00) dollars bi-weekly [one hundred and eighty-three (\$183.00) dollars per month] in addition to their monthly salary.

**SCHEDULE "B"**

**40 Hours Per Week Positions – 2024 to 2026**

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

<b>PAY GRAD E</b>	<b>JOB TITLE</b>	<b>STEPS</b>	<b>JAN 1, 2023</b>	<b>Jan 1, 2024 4.00%</b>	<b>JUL 1, 2024 4.00%</b>	<b>MAR 1, 2025 4.00%</b>	<b>JAN 1, 2026 3.25%</b>
1			\$ 22.13	\$ 23.02	\$ 23.94	\$ 24.89	\$ 25.70
2			\$ 22.75	\$ 23.66	\$ 24.61	\$ 25.59	\$ 26.42
3			\$ 22.96	\$ 23.88	\$ 24.83	\$ 25.83	\$ 26.67
4	Lifeguard *		\$ 24.58	\$ 25.56	\$ 26.59	\$ 27.65	\$ 28.55
	Parks Maintenance I (Labourer)						
	Works Maintenance I (Labourer)						
*Lifeguards receive a premium of sixty-eight cents (\$0.68) when they are instructing.							
5	Custodial Guard - RCMP	1	\$ 26.22	\$ 27.27	\$ 28.36	\$ 29.49	\$ 30.45
		2	\$ 27.68	\$ 28.79	\$ 29.94	\$ 31.14	\$ 32.15
		3	\$ 29.15	\$ 30.32	\$ 31.53	\$ 32.79	\$ 33.86
6	Lifeguard Shift Supervisor	1	\$ 26.98	\$ 28.06	\$ 29.18	\$ 30.35	\$ 31.34
	Gardener	2	\$ 28.47	\$ 29.61	\$ 30.79	\$ 32.02	\$ 33.07
	Parks Maintenance II (E.O.I)	3	\$ 29.93	\$ 31.13	\$ 32.37	\$ 33.67	\$ 34.76
	Works Maintenance II (E.O.I)						
7	Facilities Maintenance I (Uncertified)	1	\$ 27.53	\$ 28.63	\$ 29.78	\$ 30.97	\$ 31.97
	Head Lifeguard/Instructor	2	\$ 29.04	\$ 30.20	\$ 31.41	\$ 32.67	\$ 33.73
	Parks Maintenance III (E.O.II)	3	\$ 30.54	\$ 31.76	\$ 33.03	\$ 34.35	\$ 35.47
	Sign Maintenance						
	Works Maintenance III (E.O.II)						
8	Arborist	1	\$ 28.11	\$ 29.23	\$ 30.40	\$ 31.62	\$ 32.65
	Assistant Sewer Equipment Operator	2	\$ 29.66	\$ 30.85	\$ 32.08	\$ 33.36	\$ 34.45
	Concrete Finisher	3	\$ 31.20	\$ 32.45	\$ 33.75	\$ 35.10	\$ 36.24
	Equipment Operator III						
	Facilities Maintenance I (Certified)						
	Park Irrigation Serviceperson						

<b>PAY GRAD E</b>	<b>JOB TITLE</b>	<b>STEPS</b>	<b>JAN 1, 2023</b>	<b>Jan 1, 2024 4.00%</b>	<b>JUL 1, 2024 4.00%</b>	<b>MAR 1, 2025 4.00%</b>	<b>JAN 1, 2026 3.25%</b>
	Parks Amenities Serviceperson						
	Pipelayer - Utilities						
	Utilities Serviceperson						
9	Building Operator	1	\$ 28.67	\$ 29.82	\$ 31.01	\$ 32.25	\$ 33.30
	Bylaw Intake Administrator	2	\$ 30.24	\$ 31.45	\$ 32.71	\$ 34.02	\$ 35.12
	Equipment Operator IV	3	\$ 31.81	\$ 33.08	\$ 34.41	\$ 35.78	\$ 36.94
	Lifeguard - Supervisor						
	Senior Arborist						
	Senior Concrete Finisher						
	Senior Gardener						
	Senior Parks Amenities Serviceperson						
	Senior Parks Irrigation Serviceperson						
	Utilities Serviceperson I						
	Wastewater Treatment Plant Operator I						
	Water Treatment Plant Operator I						
10	Fleet Service Coordinator	1	\$ 30.73	\$ 31.96	\$ 33.24	\$ 34.57	\$ 35.69
	Parks Technician/Gardener	2	\$ 32.40	\$ 33.70	\$ 35.04	\$ 36.45	\$ 37.63
	Parks Technician/Urban Forestry	3	\$ 34.06	\$ 35.42	\$ 36.84	\$ 38.31	\$ 39.56
	Traffic Control Coordinator						
11	Water Treatment Plant Operator II	1	\$ 30.97	\$ 32.21	\$ 33.50	\$ 34.84	\$ 35.97
	Wastewater Treatment Plan Operator II	2	\$ 32.65	\$ 33.96	\$ 35.31	\$ 36.73	\$ 37.92
		3	\$ 34.32	\$ 35.69	\$ 37.12	\$ 38.61	\$ 39.86
12	Compost Operator	1	\$ 31.45	\$ 32.71	\$ 34.02	\$ 35.38	\$ 36.53
	Equipment Operator V	2	\$ 33.17	\$ 34.50	\$ 35.88	\$ 37.31	\$ 38.52
	Senior Pipelayer - Utilities	3	\$ 34.86	\$ 36.25	\$ 37.70	\$ 39.21	\$ 40.49
	Sewer Equipment Operator						
	Utility Technician						
13	Bylaw Enforcement Officer	1	\$ 34.14	\$ 35.51	\$ 36.93	\$ 38.40	\$ 39.65

<b>PAY GRAD E</b>	<b>JOB TITLE</b>	<b>STEPS</b>	<b>JAN 1, 2023</b>	<b>Jan 1, 2024 4.00%</b>	<b>JUL 1, 2024 4.00%</b>	<b>MAR 1, 2025 4.00%</b>	<b>JAN 1, 2026 3.25%</b>
	Bylaw Enforcement Officer - Community Safety	2	\$ 35.89	\$ 37.33	\$ 38.82	\$ 40.37	\$ 41.68
	Wastewater Treatment Plant Operator III	3	\$ 37.64	\$ 39.15	\$ 40.71	\$ 42.34	\$ 43.72
	Water Treatment Plant Operator III						
14	Bylaw Enforcement Officer - Community Safety - Team Lead	1	\$ 36.03	\$ 37.47	\$ 38.97	\$ 40.53	\$ 41.85
	Bylaw Enforcement Officer - Team Lead	2	\$ 37.81	\$ 39.32	\$ 40.90	\$ 42.53	\$ 43.91
	Foreman - Amenities	3	\$ 39.59	\$ 41.17	\$ 42.82	\$ 44.53	\$ 45.98
	Foreman - Facilities						
	Foreman - Horticulture						
	Foreman - Meters, Dams & Irrigation						
	Foreman - Roads & Drainage						
15	Parks Technician	1	\$ 35.80	\$ 37.23	\$ 38.72	\$ 40.27	\$ 41.58
	Sustainability Coordinator	2	\$ 37.79	\$ 39.30	\$ 40.87	\$ 42.51	\$ 43.89
		3	\$ 39.80	\$ 41.39	\$ 43.05	\$ 44.77	\$ 46.22
16	Carpenter	1	\$ 37.01	\$ 38.49	\$ 40.03	\$ 41.63	\$ 42.98
	Electrical Utility Technologist	2	\$ 39.07	\$ 40.63	\$ 42.26	\$ 43.95	\$ 45.38
	Engineering Technologist I - Public Works	3	\$ 41.11	\$ 42.75	\$ 44.46	\$ 46.24	\$ 47.75
	Foreman Utilities						
	Heavy Duty Mechanic						
	Mechanic (Automotive)						
	Plumber						
17	Electrical Instrumentation Technician	1	N/A	\$ 41.39	\$ 43.05	\$ 44.77	\$ 46.22
	Electrician	2	N/A	\$ 43.47	\$ 45.21	\$ 47.02	\$ 48.55
	Foreman Wastewater Treatment Plant	3	N/A	\$ 45.66	\$ 47.48	\$ 49.38	\$ 50.99
	Foreman - Water Treatment Plant						
	Garage Lead						
	Systems Integrator						
	Treatment Plant Millwright						

**SCHEDULE "B"**  
**GRANDFATHERED— 2024 to 2026**

JOB TITLE	JAN 1, 2023	Jan 1, 2024 4.00%	JUL 1, 2024 4.00%	MAR 1, 2025 4.00%	JAN 1, 2026 3.25%
Labourer I	\$ 28.27	\$ 29.40	\$ 30.58	\$ 31.80	\$ 32.83
Lifeguard					
Lifeguard - Instructor	\$ 29.16	\$ 30.33	\$ 31.54	\$ 32.80	\$ 33.87
Parks Maintenance I (Labourer II)					
Works Maintenance I (Labourer II)					
Guard/Counter Clerk - RCMP	\$ 31.20	\$ 32.45	\$ 33.75	\$ 35.10	\$ 36.24

This Schedule is a copy of Schedule "B" that only applies to employees who were in the positions listed above when the 2010-2013 Collective Agreement was ratified and who continue to work in the position.

## **SCHEDULE "C"**

### **EXCEPTIONS TO NORMAL WORK DAY, NORMAL WORK WEEK & OTHER CONDITIONS OF EMPLOYMENT**

Due to the nature of their work, the hours and days of work and any other special conditions of employment applicable to the employees referred to in this Schedule shall be as follows:

**1) Facilities Maintenance I (Certified and Uncertified) and Building Operator Employees**

Facilities Maintenance I and Building Operator employees may be placed on a shift schedule whereby, over a period of six (6) to eight (8) consecutive weeks, they work an average of forty (40) hours per week or on a shift schedule with hours of work outside normal hours of work that average to forty (40) hours per week.

**2) Museum Assistant Employees**

The normal work day for these employees shall consist of a scheduled period of seven (7) hours of work and their normal work week shall consist of five (5) consecutive days, followed by two (2) consecutive days off.

**3) Lifeguard Supervisors**

Lifeguard Supervisors will be scheduled to work four (4) ten (10) hour consecutive shifts per week outside the normal hours of work.

**4) Permanent Part-time Recreation Receptionists and Permanent Part-time Lifeguard/Instructors**

Permanent Part-time Recreation Receptionists and Permanent Part-time Lifeguard/Instructors may work outside the normal scheduled hours.

**5) Parks Employees**

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

**6) Street Sweeper**

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

**7) Bylaw Enforcement Officer, Bylaw Enforcement Officer – Community Safety, and Bylaw Intake Administrator**

The normal work day for these employees shall consist of a scheduled period of eight (8) hours of work and their normal work week shall consist of five (5) consecutive days followed by two (2) consecutive days off or a scheduled period of ten (10) hours of work and their normal work week shall consist of four (4) consecutive days followed by three (3) consecutive days off.

**8) Water and Waste Water Treatment Plant Operators**

These employees may be placed on a shift schedule whereby, over a period of eight (8) consecutive weeks, they work an average of forty (40) hours per week.

**9) Guards - RCMP**

The normal work day for these employees shall consist of two (2) eleven and one-half (11½) hour day shifts, followed by two (2) eleven and one-half (11½) hour night shifts, followed by four (4) consecutive days off. There may be a one half (½) hour unpaid lunch break.

Vacation and statutory holiday credits shall be converted to hours for record keeping purposes, – fifteen (15) days' credits shall be multiplied by seven (7) for one hundred and five (105) hours credit.

Guards – fifteen (15) days' credit shall be multiplied by eight (8) for one hundred and twenty (120) hours' credit. Statutory holiday credits may be combined with annual vacation credits. Employees who work on a statutory holiday shall be paid double time and shall receive seven (7) hours/eight (8) hours' credit to be taken off as mutually agreed. Employees who do not work the statutory holiday shall receive seven (7) hours/eight (8) hours' credit to be taken as mutually agreed.

Sick leave records shall be maintained in hours for record keeping purposes. No employee shall suffer any loss as a result of the conversion to hours.

**10) Works Maintenance III (E.O.II) – Two (2) Positions**

The regular work week shall consist of forty (40) hours per week, Thursday through Monday as follows:

May 1 <sup>st</sup> to September 30 <sup>th</sup>	5:00 am to 1:30 pm
October 1 <sup>st</sup> to April 30 <sup>th</sup>	7:00 am to 3:30 pm

**11) Thirty-Seven and One-Half (37.5) Hour Schedule**

The following positions shall work a thirty-seven and one-half (37.5) hours per week schedule:

- i) Building Official I
- ii) Building Official II
- iii) Building Official III
- iv) Plumbing Official/Cross Connection Coordinator I
- v) Plumbing Official/Cross Connection Coordinator II
- vi) IT Lead/Business Analyst
- vii) Lead GIS Analyst
- viii) Property Licensing Use Inspector I
- ix) Property Licensing Use Inspector II

**12) Recreation Coordinators**

Recreation Coordinators will be required "from time to time" to work outside the normal hours of work as expressed in Article 17: Hours of Work.

Recreation programs that require attendance of members of a Recreation Coordinator outside their normal hours of work must be scheduled and agreed upon prior to the release of the program to the public.

## **LETTER OF UNDERSTANDING #1**

BETWEEN

THE CITY OF PENTICTON

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 608

### **RE: EMPLOYER OBLIGATIONS TO EMPLOYEES**

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

- 1) In the event the Employer wishes to examine the feasibility of contracting out work currently being done by bargaining unit employees then the following process will apply:
  - a) The Employer will provide the Union with an estimate of the cost of doing the work "in house".
  - b) The Union may then provide the Employer with any suggestions on productivity improvements, cost or efficiency savings. In the event that the Union wishes to respond it will do so within twenty-one (21) calendar days of receiving said cost estimate.
- 2) Employees who had ten (10) or more years of seniority as of the date of ratification will not lose their employment as a result of contracting out.
- 3) Employees who are displaced by the contracting out of their job and covered by number 2 above, shall have the option of receiving severance pay at a rate of one (1) week's pay for each year of seniority to a maximum of ten (10) weeks upon severing their employee/Employer relationship. The employee shall have up to three (3) months from the date of displacement to exercise their option. Severance pay will be paid at the rate of the job the employee was displaced from.

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 7 day of June, 2024.

**ON BEHALF OF:**  
CITY OF PENTICTON

Anthony Haddad  
Anthony Haddad, City Manager

Anthony Haddad, City Manager

Alex Castley  
Alex Castley, Manager of HR & OHS

Alex Castley, Manager of HR & OHS

Kristen Dixon  
Kristen Dixon, General Manager of Infrastructure

Kristen Dixon, General Manager of Infrastructure

Angela Campbell  
Angela Campbell, Director of Finance & Administration

Angela Campbell, Director of Finance & Administration

**ON BEHALF OF:**  
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 608

Shelie Best  
Shelie Best, President

Shelie Best, President

Lori Plotzki  
Lori Plotzki, Bargaining Committee

Lori Plotzki, Bargaining Committee

Sean Ryan  
Sean Ryan, Bargaining Committee

Sean Ryan, Bargaining Committee

Mike Stadnyk  
Mike Stadnyk, Bargaining Committee

Mike Stadnyk, Bargaining Committee

Sara Manchester  
Sara Manchester, National Representative

Sara Manchester, National Representative

## **LETTER OF UNDERSTANDING #2**

BETWEEN  
THE CITY OF PENTICTON  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 608

### **RE: CUPE LONG TERM DISABILITY PLAN**

In parties, hereto, agree to the following:

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

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 7 day of June, 2024.

**ON BEHALF OF:**  
CITY OF PENTICTON

Anthony Haddad  
Anthony Haddad | Jun 11 2024 11:34 PDT

Anthony Haddad, City Manager

Alex Castley  
Alex Castley | Jun 11 2024 11:34 PDT

Alex Castley, Manager of HR & OHS

Kristen Dixon  
Kristen Dixon | Jun 12 2024 10:41 PDT

Kristen Dixon, General Manager of Infrastructure

Angela Campbell  
Angela Campbell | Jun 12 2024 11:34 PDT

Angela Campbell, Director of Finance & Administration

**ON BEHALF OF:**  
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 608

Shelie Best  
Shelie Best | Jun 7 2024 22:03 PDT

Shelie Best, President

Lori Plotzki  
Lori Plotzki | Jun 8 2024 05:50 PDT

Lori Plotzki, Bargaining Committee

Sean Ryan  
Sean Ryan | Jun 8 2024 05:50 PDT

Sean Ryan, Bargaining Committee

Mike Stadnyk  
Mike Stadnyk | Jun 8 2024 05:50 PDT

Mike Stadnyk, Bargaining Committee

Sara Manchester  
Sara Manchester | Jun 8 2024 05:50 PDT

Sara Manchester, National Representative

**LETTER OF UNDERSTANDING #3**

BETWEEN

THE CITY OF PENTICTON

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 608

**RE: JOB TRAINING**

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

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

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

The parties intend that training is provided as a means whereby employees can improve their qualifications in the event of a vacancy arising, in the future. Training of employees should not be utilized to circumvent the seniority or promotion provisions of the Collective Agreement.

The above process also applies to employees being displaced by the contracting out of their jobs.

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 7 day of June, 2024.

**ON BEHALF OF:**  
CITY OF PENTICTON

Anthony Haddad  
Anthony Haddad | Jun 12, 2024 11:02 PDT

Anthony Haddad, City Manager

Alex Castley  
Alex Castley | Jun 12, 2024 11:02 PDT

Alex Castley, Manager of HR & OHS

Kristen Dixon  
Kristen Dixon | Jun 12, 2024 10:41 PDT

Kristen Dixon, General Manager of Infrastructure

Angela Campbell  
Angela Campbell | Jun 12, 2024 11:02 PDT

Angela Campbell, Director of Finance & Administration

**ON BEHALF OF:**  
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 608

Shelie Best  
Shelie Best | Jun 7, 2024 22:03 PDT

Shelie Best, President

Lori Plotzki  
Lori Plotzki | Jun 7, 2024 22:03 PDT

Lori Plotzki, Bargaining Committee

Sean Ryan  
Sean Ryan | Jun 7, 2024 22:03 PDT

Sean Ryan, Bargaining Committee

Mike Stadyk  
Mike Stadyk | Jun 9, 2024 12:52 PDT

Mike Stadyk, Bargaining Committee

Sara Manchester  
Sara Manchester | Jun 7, 2024 15:06 PDT

Sara Manchester, National Representative

**LETTER OF UNDERSTANDING #4**

BETWEEN

THE CITY OF PENTICTON

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 608

**RE: SUMMER RECREATION AND PART-TIME ARENA EMPLOYEES**

The parties agree that the City of Penticton will continue its practice of:

- a) Hiring employees to carry out "ice patrol" and "ticket selling" duties at the various arenas. It is further agreed that employees will be hired for a minimum of three (3) hours at the applicable minimum wage rate, plus payment in lieu of fringe benefits [Article 33.03 a)].
- b) Hiring employees to carry out "Summer Day Camp" and "Youth Park Ambassador" duties; it is further agreed that wages for such employees shall remain the prerogative of the Employer, however, the Union may approach the Employer, on proper notice, to discuss any amendments to the wage structure. The Employer agrees to deduct the equivalent percentage of dues as for the regular employees.
- c) Such employees shall be covered by the Collective Agreement except the provisions dealing with seniority and benefits.

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 7 day of June, 2024.

**ON BEHALF OF:**  
CITY OF PENTICTON

Anthony Haddad  
Anthony Haddad City Manager

Anthony Haddad, City Manager

Alex Castley  
Alex Castley

Alex Castley, Manager of HR & OHS

Kristen Dixon  
Kristen Dixon

Kristen Dixon, General Manager of Infrastructure

Angela Campbell  
Angela Campbell

Angela Campbell, Director of Finance & Administration

**ON BEHALF OF:**  
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 608

Shelie Best  
Shelie Best

Shelie Best, President

Lori Plotzki  
Lori Plotzki

Lori Plotzki, Bargaining Committee

Sean Ryan  
Sean Ryan

Sean Ryan, Bargaining Committee

Mike Stadnyk  
Mike Stadnyk

Mike Stadnyk, Bargaining Committee

Sara Manchester  
Sara Manchester

Sara Manchester, National Representative

**LETTER OF UNDERSTANDING #5**

BETWEEN

THE CITY OF PENTICTON

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 608

**RE: RECREATION COORDINATOR POSITION**

The City and the Union acknowledge and agree that the existing Recreation Coordinator positions have specific job titles with specific listed qualifications and are not interchangeable.

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 7 day of June, 2024.

**ON BEHALF OF:  
CITY OF PENTICTON**

Anthony Haddad  
Anthony Haddad (Jun 10, 2024 14:55 PDT)

Anthony Haddad, City Manager

Alex Castley  
Alex Castley (Jun 17, 2024 10:07 PDT)

Alex Castley, Manager of HR & OHS

Kristen Dixon  
Kristen Dixon (Jun 17, 2024 10:41 PDT)

Kristen Dixon, General Manager of Infrastructure

Angela Campbell  
Angela Campbell (Jun 17, 2024 14:01 PDT)

Angela Campbell, Director of Finance & Administration

**ON BEHALF OF:  
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 608**

Shelie Best  
Shelie Best (Jun 7, 2024 17:03 PDT)

Shelie Best, President

Lori Plotzki  
Lori Plotzki (Jun 8, 2024 05:50 PDT)

Lori Plotzki, Bargaining Committee

Sean Ryan

Sean Ryan, Bargaining Committee

Mike Stadyk  
Mike Stadyk (Jun 9, 2024 12:52 PDT)

Mike Stadyk, Bargaining Committee

Sara Manchester  
Sara Manchester (Jun 7, 2024 15:06 PDT)

Sara Manchester, National Representative