

January 1, 2010 - December 31, 2013

COLLECTIVE AGREEMENT

BETWEEN

CITY OF KELOWNA

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 338

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**THIS AGREEMENT MADE AND ENTERED INTO
ON THE 21st DAY OF JANUARY 2011.**

BETWEEN: THE CITY OF KELOWNA (here in called the "Employer")

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 338 (hereinafter called the "Union"), Chartered by the Canadian Union of Public Employees and Affiliated with the Canadian Labour Congress

ARTICLE 1: PREAMBLE

- 1.01** This Agreement is entered into for the purpose of promoting and continuing the good relationship between the City of Kelowna 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 requires.

ARTICLE 2: RIGHTS OF MANAGEMENT

- 2.01** The Union agrees that the management and control of the Employer's business and the direction and control of the Employer's work force are vested exclusively in the Employer, subject only to the limitations imposed upon the Employer by the provisions of this Agreement. The Union further recognizes and agrees that the Employer retains all the customary rights, responsibilities, functions and prerogatives of management, except as expressly modified or restricted by a specific provision of this Agreement.

ARTICLE 3: UNION RECOGNITION & 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** Application
- a) Employees whose jobs are not covered by Schedule "A" or "C" of this Agreement are hereby excluded from the terms and conditions of this Agreement.
 - (b) If, upon application to the Labour Relations Board by either the Union or the Employer, the said Board rules that any person whose job classification is not

included in Schedule "A", is an employee within the meaning of the Labour Relations Code and is included in the unit for which the Union is certified, the Employer shall forthwith institute a new classification for such person and all the provisions of Article 28 of this Agreement shall apply thereto.

3.03 Work of the Bargaining Unit

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

ARTICLE 4: NO DISCRIMINATION

4.01 *There shall be no discrimination, interference, restriction or coercion with respect to any employee in the matter of wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of race, creed, age, colour, national origin, political or religious affiliation, place of residence, sex or marital status, nor by reason of his/her membership or non-membership in a trade union.*

4.02 *All personnel have the right to work without sexual harassment. Any complaint alleging sexual harassment will be dealt with in the Grievance Procedure and will commence at Step 2, as outlined in Article 10.03.*

ARTICLE 5: UNION SECURITY

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

ARTICLE 6: CHECKOFF OF UNION DUES

6.01 Checkoff

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

6.02 *The Employer shall, as a condition of continued employment, deduct from the earnings of each employee an amount equal to the current union dues and assessments.*

6.03 *Upon receipt of written authorization from an employee, the Employer shall deduct from his/her earnings an initiation fee in the amount established by the Union in*

accordance with its Bylaws and shall forward such deduction to the Union in the manner provided for in Article 6.04. Should the dues structure change, the Union will meet with the Employer to ensure a minimum cost to the Employer for computer change, insofar as it affects normal monthly deductions.

Deductions shall be made on a bi-weekly basis and forwarded to the Secretary-Treasurer at the Union office after each second pay period, accompanied by a list of the names of all employees from whose wages the deductions have been made stipulating the regular and gross wages of each employee 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 Union will supply all new employees in the CUPE Bargaining Unit, including Casual, Term and Part Time employees, with a copy of this agreement.

In the Employee Orientation sessions the Employer will include and allow for a brief presentation by a CUPE representative.

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

ARTICLE 8: LABOUR MANAGEMENT RELATIONS

8.01 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.

8.02 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.

8.03 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 10.02 of this Agreement, shall be dealt with under the provisions of Articles 10 and 11 and shall not be referred to the Labour-Management Relations Committee.

8.04 Meetings of Committee

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

8.05 Time Off for Meetings

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

8.06 Collective Bargaining

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

8.07 Representatives of the Canadian Union of Public Employees

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

ARTICLE 9: RULES & REGULATIONS

9.01 *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 or made available on the City's Intranet.*

ARTICLE 10: GRIEVANCE PROCEDURE

10.01 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 11 and 12 of this Agreement, shall mean the Union and it shall also mean the Employer. All grievances shall be finally and conclusively settled in the manner set out in this Article without slowdown or stoppage of work.

10.02 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.

10.03 Settling of Grievances

Step 1 *The employee concerned, in person, with his/her Union Steward in attendance, shall first seek to settle the grievance with the immediate Supervisor or person holding an equivalent position, within twenty-five (25) days from the time the grievance became known to the employee or, in the case of a policy grievance, to the Union.*

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

Step 2 *If a satisfactory settlement is not reached within three (3) working days after a grievance was first discussed under Step 1, the grievance shall be submitted, in writing, to the aggrieved employee's Department Head, with a copy to the Human Resources Department.*

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

The Employer's Grievance Committee may be comprised of the Department Head of the affected Department, the Director of the affected Department, the Superintendent or Manager of the affected Department, the Supervisor 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 the dispute remain unresolved following this meeting, the Parties shall be restricted to using only that evidence and those facts relied upon at the grievance meetings in any arbitration proceedings.

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

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

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

10.05 **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.

10.06 **Grievances on Safety**

An employee or group of employees who believe they are being required to work under conditions which are unsafe shall have the right to immediately file a grievance in Step 2 of the Grievance Procedure. Until the grievance has been disposed of by the Department Head or his/her authorized representative at Step 2 of Article 10.03, the employee or employees concerned shall have the right to refuse to work under the alleged unsafe conditions.

10.07 **Replies in Writing**

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

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

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

10.09 **Employer Grievance**

The Employer may submit a grievance in writing to the Union, upon receipt of which the Union, through one or more of its Officers or the Grievance Committee, shall meet with the Human Resources Director or person holding an equivalent position, or his/her authorized representative, with a view to bringing about a settlement. If a satisfactory settlement is not reached within seven (7) 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 11.

ARTICLE 11: ARBITRATION

11.01 Board of Arbitration

- (a) *A Board of Arbitration shall consist of three (3) members, one to be chosen by each party, the third, who shall be Chair, to be selected by the two so appointed. The members chosen by the parties must meet within seven (7) days of their selection, and they shall be allowed a further seven (7) 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 his/her 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) 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) days after all the evidence has been submitted. The award of a majority of the Board shall be the award of the Board and shall be binding upon the parties, but in no event shall the Board have the power to alter, modify, or amend this Agreement in any respect.*
- (d) *Grievances submitted to a Board of Arbitration shall be in writing and shall clearly specify the nature of the issue.*
- (e) *Each party shall bear the fee and expenses of the member appointed by such party and shall pay half the fee and expenses of the Chair and of the stenographic and other expenses of the Board.*

11.02 Amending of Time Limits

Except for Step 2 of the Grievance Procedure, time limits mentioned in Articles 10 and 11 refer to clear calendar days and may only be extended by written mutual agreement of the parties.

11.03 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.

11.04 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 12: DISCHARGE, SUSPENSION & DISCIPLINE

12.01 Warnings

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

12.02 Discharge or Suspension

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

When an employee is discharged or suspended he/she shall be given the reasons for such discharge or suspension in writing, in a timely manner with a copy thereof to the President of the Union.

12.03 *A claim by an employee that he/she has been discharged or suspended for other than proper cause shall be treated as a special grievance and shall be submitted at Step 2 of Article 10.03.*

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

12.05 *The Employer agrees that all employees will have access to their personnel file and may review same in the presence of the Director of Human Resources, or his/her designate. To obtain access to his/her personnel file, an employee will forward the appropriate request in writing to the Director of Human Resources who will deal with the said request within a reasonable time. Any employee may respond in writing to any report on his/her personnel file and such response will become a part of the file.*

ARTICLE 13: EMPLOYEE CATEGORIES

- (a) **“EMPLOYEE”** - a person in the bargaining unit who is employed by the Employer for remuneration.
- (b) **“PROBATIONARY EMPLOYEE”** - an employee who has not completed the six month probationary period.

- (c) **“FULL TIME EMPLOYEE”** - an employee who has completed the probationary period and is employed for regular full time work.
- (d) **“PART TIME EMPLOYEE”** - an employee who works less than the full time hours of work, not exceeding twenty-five (25) hours per week, on a recurring or scheduled basis. The establishment of new part time positions shall be by mutual agreement. Such mutual agreement shall not be unreasonably withheld.

Part time employees will receive 14% in lieu of all vacation, statutory holidays, other paid leaves, fringe benefits and premiums. Part time employees that are employed on an ongoing basis and complete an equivalent of six (6) months full time employment will receive 17% payment in lieu. Part time employees that become eligible to contribute to pension and elect to enroll in the municipal pension plan will receive the residual amount of the % in lieu after the Employer pension contribution rate is deducted. Part time employees that are eligible may purchase a part time benefits package in whole or in part with the residual in lieu payment. All vacation, statutory holidays, other paid leaves, fringe benefits and premiums are included in this provision.

Part time employees will be placed on a “Part Time Employment List” after an employee has worked an equivalent of six (6) months fulltime employment. The list will be based on the date the employee completed an equivalent of six (6) months full time employment qualifying period. Placement on the list shall entitle the part time employee to limited rights for the purpose of bidding into full time positions such that a part time employee, shall be given first preference for a vacant position, only in the department within which the employee is working, provided they possess the required qualifications, skills, abilities, and knowledge and where no full time employee has applied and is qualified.

A part time employee that becomes a full time employee will carry time worked from the Part Time Employment List to the Seniority List. The Seniority date and placement on the list will be calculated based on the conversion of hours worked as a part time employee into full time equivalence of the previous part time position, upon the employee completing the probationary period.

Full time employees that post into permanent Part Time Positions shall accumulate seniority, in proportion to the hours worked, for the purpose of bidding into a full time posting. Such employees continue to participate in the Municipal Pension Plan and may use the residual amount of the 17% in lieu after the Employer pension contribution rate is deducted to participate in a part time benefits package. Health leave balances shall be held and reinstated into the health leave bank should the employee status revert back to full time. Any other banked time (i.e. Vacation, overtime, standby) shall be deposited into the employee’s bank at the rate earned and to be used in accordance with the Employer’s banking policy. All vacation, statutory holidays, other paid leaves, fringe benefits and premiums are included in this provision.

- (e) **“CASUAL EMPLOYEE”** - a person who is employed on an irregular basis to fill vacancies due to the absence of employees through illness, accident, vacation, approved leave of absence, or extra workload. Any position occupied by a casual employee shall be assumed by the person, normally holding the position, upon their return from leave.

Casual employees will receive 14% in lieu of all vacation, statutory holidays, other paid leaves, fringe benefits and premiums. Casual employees that are employed on an ongoing basis and complete an equivalent of six (6) months full time employment will receive 17% payment in lieu. Casual employees that become eligible to contribute to pension and elect to enroll in the municipal pension plan will receive the residual amount of the % in lieu after the Employer pension contribution rate is deducted in lieu of all vacation, statutory holidays, other paid leaves, fringe benefits and premiums.

An “extra workload” project will be posted in accordance with Article 15 in cases where the project end date is identified, up front, to be beyond six (6) months.

A part time employee that works as a “casual employee”, for a specified period of time for reasons as noted above, shall continue to be considered a part time employee.

Casual employees do not acquire seniority.

- (f) **“TERM EMPLOYEE”** - a person employed for a full time or part time assignment with a defined start and end date. Term assignments in excess of six (6) months will be posted in accordance with Article 15.

Term employees will receive 14% in lieu of vacation, statutory holidays, other paid leaves, fringe benefits and premiums. Once term employees exceed six (6) months full time service during the term assignment they will receive 17% in lieu of vacation, statutory holidays, other paid leaves, fringe benefits and premiums. Term employees that become eligible to contribute to pension and elect to enroll in the municipal pension plan will receive the residual amount of the % in lieu after the Employer pension contribution rate is deducted in lieu of all vacation, statutory holidays, other paid leaves, fringe benefits and premiums.

Term employees do not acquire seniority.

- (g) **“STUDENT”** - a person who is employed for a defined period of time and is attending school, college or university and intends to return to their studies in the subsequent academic year or is enrolled in a co-op education program. Student employees shall receive 14% in lieu of vacation, statutory holidays, other paid leaves, fringe benefits and premiums.

Students do not acquire seniority.

- (h) **“CO-OP and CAREER PATH STUDENTS”** - A Co-op student is registered in a recognized cooperative education program in a participating post-secondary institution. A career path student is a student pursuing a course of studies that aligns with the City's human resources needs.

Co-op and Career Path student employees shall receive 14% in lieu of vacation, statutory holidays, other paid leaves, fringe benefits and premiums.

Co-op and Career Path Students do not acquire seniority.

The union will be notified of all student positions and departments where they will be working with a summary of their work assignments.

Articles 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 18, 31 and 34 apply to part time, casual, term and all student employees. Article 14 applies to part time employees as per section (d) of this Article.

On an annual basis the parties will meet to review the application of the new employee categories and discuss any concerns that arise including the intent of how it's being maintained. In the event that no agreement is reached the union reserves the right to grieve the application of this article as it relates to the intent; not to erode the full time positions of the Union without justification that it will result in a cost or efficiency or service improvement to the Employer.

ARTICLE 14: SENIORITY

14.01 Seniority Defined

Seniority shall be measured by length of service in the bargaining unit and, except as provided in Article 14.04 and 14.06, shall operate on a bargaining unit-wide basis. For the purpose of consideration for promotion for a posted position only, the reference to bargaining unit-wide basis, as contained in this Article, shall also include the Kelowna International Airport employees.

14.02 Probationary Employees

New employees shall be considered to be probationary employees until they have been continuously employed for six (6) months, and during such probationary period they shall not be entitled to seniority and may be discharged for any reason. At the end of such probationary period, an employee shall be entered on the seniority list as of their original date of employment.

14.03 Seniority List

The Employer shall prepare a seniority list, to be posted on the bulletin boards on or before the first day of April each year, showing the seniority standing of each employee covered by this Agreement. This list shall be subject to correction upon proper representation by the Union. The Employer will also provide a list of part time employees including their hire date and hours worked.

14.04 Seniority for Purpose of Layoff and Recall

Seniority shall prevail on a bargaining unit-wide basis for the purpose of layoff and recall. For this purpose only, the departments where layoffs or recalls shall be initiated are:

1. Pollution Control Department
2. Sewer and Water Department
3. Public Works, Trades and Garage Department
4. Recreation Services Department
5. Parks and Parks Maintenance Department
6. Inside Department (including Civilian Guards and Traffic Control)

14.05 Loss of Seniority

- (a) Except as provided in Subsection (b), an employee shall not lose his/her seniority if he/she is absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer.
- (b) An employee shall lose his/her seniority in the event:
 - (i) He/she is discharged for just cause;
 - (ii) He/she resigns;
 - (iii) He/she is 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) He/she fails 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) He/she is laid off for a period longer than one (1) year.
 - (vi) He/she is absent from work because of sickness or accident for a period of thirty-six (36) months.
- (c) When an employee loses his/her seniority his/her right to continued employment and/or to re-employment shall cease. In the event of re-employment, such person shall start as a new employee and his/her right to seniority and other benefits based upon his/her length of service with the Employer shall be calculated from his/her date of re-employment.

14.06 Inside and Outside Staff Division for Layoff and Recall

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

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 five (5) working days. The posting shall include the number of vacancies, a classification summary, department and salary range. This posting requirement shall not preclude the Employer from filling such job vacancies or new positions on a temporary basis, pending posting, for a maximum of thirty (30) days. This thirty (30) day maximum time limit may be extended by mutual agreement. Copies of the posting will be sent to the Union.

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 he/she has been in that current position for a period of one (1) year.

15.04 Trial Period

When a job vacancy or new position is filled on a permanent basis by a full time employee that has completed probation, the employee will be on a trial period for three (3) months. During the three (3) month trial period, 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.

If within the first month the employee requests, in consultation with their supervisor, to be returned to their former position the Employer will consider their request. If the request is granted, Article 15.03 will apply. Such requests will not be unreasonably withheld.

If the employee's service is not deemed to be satisfactory, the Employer may extend the trial period for not more than three additional months, or shall return the employee to his/her former job, or shall place him/her on other work consistent with his/her 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 he/she was in receipt of when last employed on his/her 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, of greater than six (6) months shall be posted. The successful applicant will return to her/his former position upon completion of the temporary term.

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

15.06 Placement of Disabled Employees

Subject to Article 14.05 (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 is to be considered for posted positions while on vacation or on a leave of absence, the employee should apply on-line during their leave or submit a written request to the Human Resources Department prior to the commencement of the leave. The written notification must include a list of the positions or classifications for which the employee would like to be considered.*

ARTICLE 16: LAYOFFS & 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, five (5) working days before layoff is to be effective.

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

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

16.05 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 revert to a prior classification held within the Department as outlined under Article 14.04. If the affected employee did not hold a previous classification in the said Department, he/she shall exercise his/her seniority in the lowest classification in the Department.*
- (c) *In the event of a layoff in a Department as per Article 14.04, the employee(s) with the least seniority, with the Employer, shall be reduced out of that Department as per Article 14.04, into a pool for the purpose of re-allocation by seniority.*
- (d) *In the event of a layoff within the Bargaining Unit, the affected employee shall be laid off in reverse order of seniority.*

16.06 Recalls

- (a) *Employees shall be recalled from layoff in order of seniority, provided they are qualified to perform the work available.*
- (b) *Those employees who are recalled from layoff shall return to their former division and classification, prior to layoff, consistent with their seniority, prior to any job posting.*

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

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.*

ARTICLE 17: HOURS OF WORK

17.01 Normal Work Day / Week

(a) **"Inside" Employees**

The normal work day shall consist of a scheduled period of seven (7) hours of work between the hours of 6:00 a.m. and 5:00 p.m. No seven (7) hour day for "inside" employees shall be spread over a period longer than eight (8) hours, including not more than one (1) hour off for lunch. The normal work week shall consist of five (5) such days, Monday to Friday inclusive.

(b) **"Outside" Employees**

The normal work day 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. No eight (8) hour day for "outside" employees shall be spread over a period longer than nine (9) hours, including not more than one (1) hour off for lunch. The normal work week shall consist of five (5) such days, Monday to Friday inclusive.

- (c) *At the request of either the employee(s) or the Department, variations to the start and quit times, within the parameters of Article 17.01, may be mutually agreed to by the employee(s) and the Supervisor with an Executive Officer of the Union present during such discussions.*
- (d) *Employees may be placed on a shift schedule whereby, over a period of eight (8) consecutive weeks, they work an average of not more than forty (40) hours per week (Schedule "A" - Outside Positions) or thirty-five (35) hours per week (Schedule "A" - Inside Positions).*

17.02 Exceptions to the Normal Day / Week

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) 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) 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 Rest Periods

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

- 17.04** *An employee who is required to remain at work following the end of his/her normal work day shall be entitled to a paid fifteen (15) minute rest period after he/she has completed two (2) hours of overtime work, provided such overtime work is to extend for a period of time beyond the two (2) hours.*

ARTICLE 18: OVERTIME

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

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

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

18.03 Paid Time Off in Lieu of Worked Overtime

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

ARTICLE 19: REPORTING FOR WORK

19.01 An employee reporting for work on his/her regular shift shall be paid his/her regular rate of pay for all hours worked, with a minimum of two (2) hours pay if he/she does not commence work and a minimum of four (4) hours pay if he/she does commence 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 he/she has completed his/her normal day's work and has left the Employer's premises, or who is called in to work before his/her regular starting time, or who was previously instructed to report to work before his/her regular starting time, shall be paid double time for all hours worked outside his/her normal working hours. Such employee shall be guaranteed a minimum of two (2) hours work or two (2) hours pay at the double time rate. This guarantee shall not apply when a call-out extends into an employee's normal working hours.

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

ARTICLE 21: SHIFT PREMIUM

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

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

ARTICLE 22: STATUTORY HOLIDAYS

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

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
British Columbia 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 his/her next annual vacation, or the termination of his/her employment, whichever first occurs.

22.05 Payment for Statutory Holidays

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

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

22.07 *Articles 22.05 and 22.06 shall not apply to Arena employees and Water and Wastewater Treatment Operators. If scheduled to work on a statutory holiday, such employees will be paid at double his/her regular or equivalent hourly rate for all hours worked; and will be given a day off with pay at some other time not later than his/her next annual vacation at a mutually agreeable time.*

22.08 *No employee shall receive holiday pay for a statutory or public holiday unless he/she has been continuously employed for a period of thirty (30) calendar days immediately preceding the holiday. A layoff, which starts and ends within that thirty (30)-day period, but does not exceed five (5) calendar days shall not be deemed to be a break in service for the purpose of this section.*

A leave of absence without pay, that starts or ends within the thirty (30) day qualifying period immediately preceding the statutory holiday, but does not exceed five (5) consecutive calendar days, shall not be deemed to be a break in service for the purpose of qualifying for the statutory holiday pay. The employee must, however, work his/her last scheduled working day before and his/her first scheduled working day after the holiday, unless he/she does not work on one or both such days because of vacation, banked overtime leave, bona fide sick leave or Workers' Compensation.

A leave of absence without pay granted under the provisions of Article 25.03 of the Collective Agreement, will not result in the statutory holiday pay being forfeited.

22.09 **Holiday Occurring During Annual Vacation**

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

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

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 1st to December 31st of the previous calendar year.

23.02 New Employees

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

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

23.03 Anniversary Date

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

23.04 Employee With One (1) Year Service

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

23.05 Employee With Nine (9) Years Service

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

23.06 Employee With Seventeen (17) Years Service

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

23.07 Employee With Twenty - one (21) Years Service

An employee who has completed twenty-one (21) or more years of service at the end of the vacation year shall be entitled to a paid vacation of six (6) calendar weeks. Payment for such vacation shall be at the employee's rate of pay as at the time he/she takes his/her vacation.

23.08 Employees on Layoff

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

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

For the eighteenth (18th) and up to and including the twenty-first (21st) year of service, as calculated under the provisions of Article 23.03, ten percent (10%) of his/her total earnings during the current calendar year, to be paid to him/her at the time of layoff; or if the employee so elects, to be paid to him/her as vacation pay during the following calendar year when he/she may take a vacation not exceeding five (5) calendar weeks

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

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

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

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

An employee who is on Long Term Disability Benefits 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.

23.11 **Part Time or Casual Employees**

An employee to whom Article 13 (d) and (e) applies, who becomes a regular full time employee shall not be entitled to a paid vacation during the calendar year following that for which he/she was paid vacation entitlement under the provisions of Article 13 (d) and (e).

23.12 Scheduling of Vacations

Vacations shall be granted at such time as is mutually agreed upon by the employee and the Employer. Preference in choice of vacation period shall be accorded the employee with the greatest seniority, provided that the vacation request is submitted prior to March 15th of each year. Requests submitted after March 15th will be granted on a first come, first served basis. Vacation schedules shall be posted by March 31st of each year.

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

New full time employees may schedule vacation after six months continuous service or when an employee becomes eligible to have his/her name entered on the seniority list.

Vacation days scheduled in a new employee's first year will reduce his/her earned vacation days in the following year.

23.13 Termination of Employment

In the event of termination of employment the provisions of the Employment Standards Act shall apply; except that, in the case of an employee who has not been discharged for proper cause and who has given the Employer fourteen (14) calendar days notice of termination, the basis of calculation shall be six (6%) of his/her total earnings if he/she has over one (1) year service, eight percent (8%) of his/her total earnings if he/she has over nine (9) years service, ten percent (10%) of his/her total earnings if he/she has over seventeen (17) years service, and twelve percent (12%) of his/her total earnings if he/she has over twenty-one (21) years service, as calculated under the provisions of Article 23.03.

ARTICLE 24: HEALTH LEAVE

24.01 Health Leave Defined

Health leave is a period of time that an employee is permitted to be absent from work due to illness, compassionate leave (Article 25.11) and various health related absences including medical, dental, paramedical and counseling appointments. Health related medical appointments are generally expected to be scheduled outside of regular working hours. Where this is not possible, they are to be scheduled so as to minimize any disruption of the work day.

24.02 Health Leave Bank

Employees shall accrue health leave at a rate of one half (1/2) "day" per month to a maximum of ten (10) "days". A "day" shall mean the average number of hours in an employee's work day based on the average number of hours in the employee's work week over his/her complete shift schedule cycle.

New employees shall be credited with three (3) "days" health leave upon qualification for health leave under 24.05 (b). Health leave accrues each biweekly in accordance with the following formula:

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

An employee who works a 35 hour work week, or a shift schedule based on an average 35 hour work week (7 hour average work day), shall accrue health leave at a rate of 1.6099 hours each biweekly pay period to a maximum of 70 hours.

An employee who works a 40 hour work week, or a shift schedule based on an average 40 hour work week (8 hour average work day), shall accrue health leave at a rate of 1.8399 hours each biweekly pay period to a maximum of 80 hours.

An employee who works a 38.5 hour work week, or a shift schedule based on an average 38.5 hour work week (7.7 hour average work day), shall accrue health leave at a rate of 1.7709 hours each biweekly pay period to a maximum of 77 hours.

An employee who works a 42 hour work week, or a shift schedule based on an average 42 hour work week (8.4 hour average work day), shall accrue health leave at a rate of 1.9319 hours each biweekly pay period to a maximum of 84 hours.

Health leave shall accrue only while the employee is being paid by the Employer on active payroll. The health leave bank shall not accrue in any biweekly period during which the employee is not paid by the Employer on active payroll, including, but not limited to, any time while on LTD, WCB beyond twenty-six (26) weeks, layoff or any other unpaid leave, excluding pregnancy and parental leave.

24.03 Health Leave Pay

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

Commencing the sixth (6th) day of a continuous absence, to a maximum of twenty-six (26) weeks from the first (1st) day of health leave, an employee who continues to qualify for health leave shall receive seventy percent (70%) of gross regular weekly earnings through a Wage Indemnity Plan. The employee shall pay the premium for the Wage Indemnity Plan. Health and welfare benefits and their premium cost share arrangement will continue during any period of Wage Indemnity.

An employee who participates in a Return to Work Program while drawing Wage Indemnity benefits will have his/her Wage Indemnity benefit augmented 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 his/her Workers' Compensation Board benefits augmented by the Employer 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 the Workers' Compensation Board rejects a claim, or during a period of Workers' Compensation Board delay prior to accepting a claim, the Employer will pay full regular earnings to the employee for as long a period as the employee has vacation, overtime, or other banked credits. Where the WCB subsequently accepts the employee's claim, the employee's pay shall be recalculated, retroactively, for the period of the claim. In the event that the Workers' Compensation Board rejects a claim, the Employer will immediately forward the claim to the Wage Indemnity Plan.

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

24.05 General Principles

- (a) Participation in the Wage Indemnity Plan is mandatory.*
- (b) Coverage for health leave commences after three (3) months continuous service. Wage Indemnity, commences the date of completion of six (6) months continuous service or when an employee becomes eligible to have his/her name entered on the seniority list.*
- (c) The Southern Interior Municipal Employers Association (SIMEA) is the Policyholder and administrator of the Wage Indemnity Plan.*
- (d) All surplus funds available as a result of positive claims experience under an ASO Wage Indemnity plan will be used to off-set or postpone increased premiums for employees. 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 his/her Supervisor with notice of intent to return to work as follows:*

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

If an employee has been absent due to illness or injury for twelve (12) months, the employee relinquishes the right to his/her position and the Employer can post the position. If the Employer is satisfied that an employee will be medically fit to return to work after 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 Employers discretion, will be allowed to 'bump'. Notwithstanding the foregoing, if the Employer agrees, based on medical evidence, that an employee will be medically fit to return to work after twelve (12), but before eighteen (18), months has elapsed from the original date of absence, the Employer may delay posting for up to the end of that eighteen (18) month period.

ARTICLE 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.

25.02 Leave for Union and Other Purposes

An employee who is elected to a full time position with any trade-union body with which the Union is affiliated, or who is elected to public office, shall, if he/she so requests in writing, be granted leave of absence without pay and without loss of seniority for a period not exceeding one (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 without pay will be granted to employees to attend conventions or other bona-fide meetings of the Canadian Union of Public Employees or other trade-union body with which the Union is affiliated. Such 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 Director of Human Resources. "Immediate family" shall mean: child, step-child, parents, brother, sister, grandparents, grandchild, step parent, foster child, foster parent, aunt, uncle, niece, nephew, fiancée; and the employee's son-in-law, daughter-in-law, sister-in-law and brother-in-law.

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

½ day shall be granted without loss of salary or wages to attend a funeral as a pallbearer, provided such employee has the approval of his/her Supervisor.

25.05 Pregnancy Leave

- (a) A pregnant employee who requests leave under this section is entitled to up to seventeen (17) weeks of unpaid leave beginning no earlier than eleven (11) weeks before the expected birth date and no later than the actual birth date.*
- (b) Pregnancy leave shall end no earlier than six (6) weeks after the actual birth date unless the employee requests a shorter period and no later than seventeen (17) weeks after the actual birth date.*
- (c) An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to six (6) weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.*
- (d) An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or termination of the pregnancy, she is unable to return to work when her leave ends under (a), (b) or (c) above.*
- (e) A request for leave must:
 - (i) be given in writing to the employer,*
 - (ii) if the request is made during the pregnancy, be given to the Employer at least four (4) weeks before the day the employee proposes to begin leave, and*
 - (iii) if required by the Employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under (d) above.**
- (f) A request for a shorter period under (b) above must be given in writing to the Employer at least one (1) week before the date the employee proposes to return to work and, if required by the Employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.*

25.06 Parental Leave

- (a) An employee who requests parental leave is entitled to:
 - (i) for a birth mother who takes leave under Article 25.05, in relation to the birth of the child or children with respect to who the parental leave is to be taken, up to thirty-five (35) consecutive weeks of unpaid leave, beginning immediately after the end of the leave unless the Employer and employee agree otherwise.*
 - (ii) for a birth mother who does not take leave under Article 25.05 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-seven (37) consecutive weeks**

- of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event,
 - (iii) for a birth father, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event, and
 - (iv) for an adopting parent, up to thirty-seven (37) consecutive weeks beginning within fifty-two (52) weeks after the child is placed with the parent.
- (b) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under (a) above.
- (c) A request for leave must:
 - (i) be given in writing to the employer,
 - (ii) if the request is for leave under (a) above be given to the employer at least four (4) weeks before the employee proposes to begin leave, and
 - (iii) if required by the employer, be accompanied by a medical practitioner's certificate or evidence of the employee's entitlement to leave.
- (d) An employee's combined entitlement to leave is limited to fifty-two (52) weeks plus any additional leave the employee is entitled to under Article 25.05 (c) and Article 25.06 (b).

25.07 Employer May Require Pregnancy Leave

An employer may require an employee to commence a leave of absence under Article 25.05 if the employee cannot reasonably perform her duties because of the pregnancy and to continue the leave until she provides a certificate from a medical practitioner stating that she is able to perform her duties.

25.08 Duties of the Employer

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

25.09 Employment Deemed Continuous

- (a) *The service of an employee who is on pregnancy or parental leave is deemed continuous for the purpose of calculating 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 his/her share of a jointly paid plan.*
- (c) *The employee is entitled to all increases in wages and benefits he/she would have been entitled to had pregnancy or parental leave not been taken.*
- (d) *Article 25.08 (a) does not apply if the employee, without the Employer's consent, takes a longer leave than is allowed under Article 25.05 or 25.06.*

25.10 Jury Duty or Court Witness

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

25.11 Compassionate Leave

Compassionate leave, including leave in the event of the illness of an employee's child, where no one at home other than the employee can provide for the needs of the child during illness, is to be taken under the provisions of Article 24, and shall be charged as an occurrence in accordance with Article 24.03.

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

ARTICLE 26: WAGES, SALARIES & APPLICABLE PROVISIONS

26.01 Wage and Salary Rates

Wage and salary rates shall be as set out in Schedule "A" of this Agreement.

26.02 Salary Ranges

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

26.03 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, he/she shall receive the higher rate of pay.*

- (b) *In the event a salaried employee is promoted or temporarily assigned to a higher rated classification, where a graduated salary range is provided, he/she shall be paid at least that rate in the salary range for the classification to which he/she is promoted or temporarily assigned which is next higher than his/her present rate.*
- (c) *In the event an employee is temporarily assigned to a lower rated classification, he/she shall continue to receive his/her regular rate of pay.*
- (d) *In the event an employee is demoted to a lower rated classification, he/she 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", such employee shall suffer no reduction in such rate because of the signing of this Agreement.

26.05 Dirty Work

An employee shall be paid a premium of \$0.35 per hour for actual hours worked on dirty work. When dirty work is intermittent, payment of the premium shall be at the discretion of the supervisor on the job, who will also determine the number of hours for which the premium shall be paid. Dirty work shall mean:

- (a) *Sanitary Landfill employees (Compactor, Loader and Crawler Operators and, except when working in the Scalehouse, Landfill Attendant).*
- (b) *Waterworks and Sewer Department (only when working in ditches or manholes where muddy conditions or sewage is present).*
- (c) *Road patching and crack sealing.*
- (d) *Oil truck - Unit #3101.*
- (e) *Trackless sidewalk sweeper - Unit # 4208*

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 Attendants

An employee who has been appointed by the Employer to act as a Level II First Aid Attendant shall be paid a premium of \$1.00 per hour for the whole of each shift on which so employed.

The First Aid Attendant shall also receive a \$500 bonus upon the successful completion of the required Level II First Aid Course plus an additional \$750 after serving a three (3) year term as the Attendant and successfully recertifying as a Level II First Aid Attendant in order to continue providing the required coverage.

26.08 Job Related Liability Protection

Any regular employee, coming within the scope of the Canadian Union of Public Employees, Local No. 338, will be granted the services of a City solicitor without charge for the purpose of representing him/her, who as a result of any matter arising out of or in the course of his/her normal work duties and/or assignments, is personally involved in legal or court action.

26.09 Grant Workers

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

26.10 Government, Community and School: Practicum and Service Programs

Citizens in the community can participate in school practicum's or government and community service programs for short term work experience or community service for the City without pay. The Employer will inform CUPE in advance of any new programs it is considering supporting and where practical involve a Union steward during the participant's orientation.

ARTICLE 27: STANDBY

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

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

27.02 Time off in lieu of Standby

- 1) Public Works
- 2) Utilities
- 3) Water and Waste Water
- 4) Garage - Maintenance
- 5) Parks

(a) **GENERAL:**

In the event that an employee of the above noted areas is required to work standby duty, he/she may consider time off in lieu equivalent to worked standby. Time off will only be taken upon mutual agreement between the employee and Supervisor, provided that when an employee has accumulated

the equivalent of five (5) working days lieu time off, he/she will be scheduled equivalent time off within sixty (60) calendar days.

- (b) When an employee in Utilities is on standby and receives four (4) telephone calls that make up ½ hour, that employee will be paid for that ½ hour at the applicable overtime rate. This overtime rate will be paid over and above the prevailing standby pay. All of the foregoing provisions of this paragraph are terminated if there is any abuse of this arrangement.

ARTICLE 28: NEW OR CHANGED CLASSIFICATIONS

28.01 *The Employer may institute new classifications in addition to those listed in Schedule "A". Should any such new classification be instituted, the Employer shall establish the rate for same and shall submit the classification and rate to the Union in writing and, in addition, shall post the classification and rate in the manner required by Article 15.02. 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 11. Any change in rate resulting from discussion between the parties, or following a reference to arbitration, shall be retroactive to the date the new classification was instituted by the Employer.*

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 11. 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.

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 his/her behalf, shall deduct from the wages or salary of each employee, as a condition of his/her continued employment, the contribution required of him/her 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 fifty percent (50%) of approved schedule of fees.*
- (c) Orthodontics (Plan "C") - Plan pays fifty percent (50%) of approved schedule of fees.*
- (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, Extended Health and B.C. Medical Plan coverage commences on the date of completion of three (3) months continuous service.
- (c) Dental and Weekly Indemnity Plan coverage commences on the date of completion of six (6) months continuous service or when an employee becomes eligible to have his/her name entered on the seniority list.
- (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 B.C. 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 Human Resources 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 Union notices may be posted on designated bulletin boards.

ARTICLE 32: TECHNOLOGICAL CHANGE

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

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

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

- (b) *alters significantly the basis upon which the Collective Agreement was negotiated, either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an Arbitration Board pursuant to Article 11 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) days, as the Arbitration Board considers appropriate;*
 - (iii) *that the Employer reinstate any employee displaced by reason of the technological change;*
 - (iv) *that the Employer pay to that employee such compensation in respect of his/her displacement as the Arbitration Board considers reasonable.*

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

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

ARTICLE 33: GENERAL

33.01 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.

33.02 Third Party Liability

In any case where an employee is paid by the Employer during any absence due to illness or injury, and the employee receives compensation from a third party (e.g. ICBC) for an accidental bodily injury or illness, there shall be no "double dipping".

Employees shall repay the employer the total amount of compensation they did, or will in future, receive from the Employer for the period(s) of disability resulting from the above-noted accident or illness in the event that they receive any compensation from a third party, (e.g. ICBC) for the same period(s). This reimbursement to the Employer shall equal the amount of any and all wages, benefits and any other monies paid, to employee, by the Employer.

Employees who pay premiums for a personal, private wage-loss-only insurance plan shall not be required to reimburse the employer for any compensation he/she receives from his/her private insurance carrier.

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: TERM OF AGREEMENT

34.01 This Agreement, unless changed by mutual consent of both parties hereto, shall be in force and effect from January 1, 2010, up to and including December 31, 2013, and thereafter from year to year unless either party to this Agreement gives notice to commence collective bargaining in accordance with the provisions of the Labour Relations Code.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 11th day of March, 2011.

On behalf of:
The City of Kelowna



City Manager, Ron Mattiussi

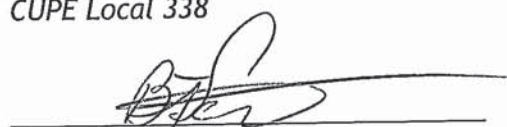


Director Human Resources, Stu Leatherdale

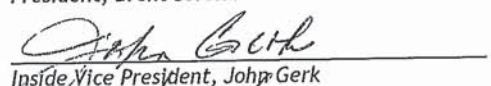


Manager Labour Relations, Paul Sourisseau

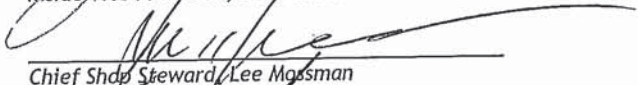
On behalf of:
CUPE Local 338



President, Brent Soroka



Inside Vice President, John Gerke



Chief Shop Steward, Lee Mossman



Outside Vice President, Ken Fighter

SCHEDULE "A"
CITY OF KELOWNA
INSIDE POSITIONS - HOURLY
2010 - 2011 - 2012 - 2013

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

PAY GRADE / JOB TITLE	Steps	1.25%	1.25%	1.50%	1.50%
		<u>Jan-03</u> <u>2010</u>	<u>Mar-01</u> <u>2011</u>	<u>Jan-01</u> <u>2012</u>	<u>Jan-01</u> <u>2013</u>
<u>1</u>					
<u>2</u>					
	1	19.46	19.70	20.00	20.30
	2	20.64	20.90	21.21	21.53
	3	21.67	21.94	22.27	22.61
<u>3</u>					
Accounting Clerk I	1	20.02	20.27	20.58	20.89
	2	21.27	21.54	21.86	22.19
	3	22.40	22.68	23.02	23.37
<u>4</u>					
Data Entry Clerk	1	20.79	21.05	21.37	21.69
Data Processor - Police Services	2	22.11	22.38	22.72	23.06
Receptionist - City Hall	3	23.11	23.40	23.75	24.10
Response Operator					
<u>5</u>					
Accounting Assistant I	1	21.60	21.87	22.20	22.53
Administrative Clerk	2	22.78	23.06	23.41	23.76
Cemetery Clerk	3	24.19	24.49	24.86	25.23
Development Services Clerk					
Engineering Clerk					
Legislative Clerk					
Operations Clerk					
Purchasing Clerk					
Records Management Clerk					
Recreation Clerk					
Secretary - Police Services					
Traffic Clerk Typist - Police Services					
Watch Clerk - Police Services					
<u>6</u>					
Operational Intelligence Clerk	1	22.43	22.71	23.06	23.40
Rod Person	2	23.83	24.13	24.49	24.86
	3	25.26	25.58	25.96	26.35

SCHEDULE "A"
CITY OF KELOWNA
INSIDE POSITIONS - HOURLY
2010 - 2011 - 2012 - 2013

Page 2

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

PAY GRADE / JOB TITLE	Steps	1.25% 1.25% 1.50% 1.50%			
		<u>Jan-03</u> <u>2010</u>	<u>Mar-01</u> <u>2011</u>	<u>Jan-01</u> <u>2012</u>	<u>Jan-01</u> <u>2013</u>
<u>7</u>					
Accounting Assistant II	1	23.14	23.43	23.78	24.14
Administrative Coordinator	2	24.03	24.33	24.69	25.06
Bylaw Enforcement Clerk	3	24.96	25.27	25.65	26.04
Operations Intelligence Coordinator	4	25.67	25.99	26.38	26.78
Planning Technician I	5	26.47	26.81	27.21	27.62
Police Information Clerk					
<u>8</u>					
Recreation Office/Systems Administrator	1	24.24	24.54	24.91	25.28
	2	25.17	25.49	25.87	26.26
	3	26.10	26.42	26.82	27.22
	4	26.92	27.25	27.66	28.08
	5	27.79	28.13	28.55	28.98
<u>9</u>					
Accounting Technician	1	25.29	25.61	25.99	26.38
Environmental Technician I	2	26.31	26.64	27.04	27.44
Landscape Design Technician	3	27.36	27.70	28.12	28.54
Marketing/Communications Coordinator	4	28.25	28.60	29.03	29.46
Planning Technician II	5	29.16	29.53	29.97	30.42
Property Officer I					
Water & Wastewater Quality Technician					
<u>10</u>					
Draftsperson II	1	26.23	26.56	26.95	27.36
G.I.S. Technician	2	27.28	27.62	28.03	28.45
	3	28.38	28.73	29.16	29.60
	4	29.29	29.66	30.11	30.56
	5	30.25	30.62	31.08	31.55

SCHEDULE "A"
CITY OF KELOWNA
INSIDE POSITIONS - HOURLY
2010 - 2011 - 2012 - 2013

Page 3

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

PAY GRADE / JOB TITLE	Steps	1.25%	1.25%	1.50%	1.50%
		<u>Jan-03</u> <u>2010</u>	<u>Mar-01</u> <u>2011</u>	<u>Jan-01</u> <u>2012</u>	<u>Jan-01</u> <u>2013</u>
<u>11</u>					
Accountant	1	27.46	27.81	28.22	28.65
Active Transportation Coordinator	2	28.56	28.92	29.35	29.79
Buyer	3	29.71	30.08	30.53	30.99
Community Policing Coordinator	4	30.68	31.06	31.53	32.00
Environmental Technician II	5	31.68	32.08	32.56	33.05
Legislative Coordinator					
Marketing & Communications Advisor					
Risk & Claims Analyst					
Survey Technician					
Traffic Programmer					
Wastewater Source Control Technician					
<u>12</u>					
Client Support Technician	1	28.59	28.95	29.38	29.82
Computer Support Technician - Police Services	2	29.75	30.13	30.58	31.04
Drafting Coordinator	3	30.95	31.34	31.81	32.29
G. I. S. Coordinator	4	31.97	32.37	32.85	33.35
Parking Coordinator	5	33.00	33.41	33.92	34.42
Planner I					
Survey Coordinator					
<u>13</u>					
Building Technician	1	30.04	30.41	30.87	31.33
Construction Inspector	2	31.24	31.63	32.10	32.58
Licence & Bylaw Enforcement Officer	3	32.48	32.89	33.38	33.88
Property Officer II	4	33.53	33.95	34.46	34.98
Senior Buyer	5	34.63	35.06	35.59	36.12
<u>14</u>					
Cross Connection Program Coordinator					
Design Technician	1	31.48	31.87	32.35	32.84
Planner II	2	32.73	33.14	33.63	34.14
Project Technician	3	34.04	34.47	34.98	35.51
Senior Computer Support Technician - Police Services	4	35.14	35.58	36.11	36.65
Sustainability Coordinator	5	36.27	36.72	37.27	37.83
Traffic Technician					

SCHEDULE "A"
CITY OF KELOWNA
INSIDE POSITIONS - HOURLY
2010 - 2011 - 2012 - 2013

Page 4

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

PAY GRADE / JOB TITLE	Steps	1.25%	1.25%	1.50%	1.50%
		<u>Jan-03 2010</u>	<u>Mar-01 2011</u>	<u>Jan-01 2012</u>	<u>Jan-01 2013</u>
<u>15</u>					
Building Inspector/Plan Checker II	1	33.51	33.93	34.44	34.96
Business Systems Analyst	2	34.79	35.23	35.76	36.29
Development Technician - Engineering	3	36.17	36.62	37.17	37.73
Financial Analyst	4	37.30	37.77	38.33	38.91
Laboratory Coordinator	5	38.48	38.96	39.55	40.14
Network Systems Analyst					
Park & Landscape Planner					
Planner Specialist					
Property Officer Specialist					
Urban Forest Health Technician					

15A - Trade Inspectors Premium \$1.20

Plumbing & Gas Inspector	1	34.73	35.16	35.69	36.22
	2	36.01	36.46	37.00	37.56
	3	37.38	37.85	38.42	39.00
	4	38.52	39.00	39.58	40.18
	5	39.70	40.19	40.80	41.41

SCHEDULE "A"
CITY OF KELOWNA
OUTSIDE POSITIONS - HOURLY
2010 - 2011 - 2012 - 2013

PAY GRADE / JOB TITLE	1.25%	1.25%	1.50%	1.50%
	<u>Jan-03</u> <u>2010</u>	<u>Mar-01</u> <u>2011</u>	<u>Jan-01</u> <u>2012</u>	<u>Jan-01</u> <u>2013</u>
<u>1</u>				
<u>2</u>				
<u>3</u>				
<u>4</u>				
Labourer I	23.09	23.38	23.73	24.08
<u>5</u>				
Labourer II	23.77	24.07	24.43	24.80
Landfill Attendant				
Landfill Scale Operator				
Maintenance Person I				
Theatre Crew				
Lifeguard/lessons				
<u>6</u>				
Equipment Operator I	24.08	24.38	24.74	25.11
Groundsperson I				
Recreation Program Assistant				
Recreation Technician				
Lifeguard Instructor				
<u>7</u>				
Carpenter I	24.57	24.88	25.25	25.63
Concrete Worker				
Equipment Operator II				
Sign Worker				
Utility Maintenance Person				
Yard Person				
<u>8</u>				
Arena/Stadium Attendant	25.10	25.42	25.80	26.19
Equipment Operator III				
Groundsperson II				
Inventory Control Clerk				
Pipelayer				
Swimming Pool Operator Maintenance Person				
Roadways Field Service Worker				

SCHEDULE "A"
CITY OF KELOWNA
OUTSIDE POSITIONS - HOURLY
2010 - 2011 - 2012 - 2013

	1.25%	1.25%	1.50%	1.50%
Page 2				
PAY GRADE / JOB TITLE	Jan-03	Mar-01	Jan-01	Jan-01
	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
<u>9</u>				
Arborist I	25.61	25.93	26.32	26.71
Equipment Operator IV				
Garage Serviceperson				
Gardener I				
Hydrant & Valve Maintenance Attendant				
Utilities Serviceperson				
<u>10</u>				
Building Operator	27.86	28.21	28.64	29.07
Community Recreation Coordinator				
Equipment Operator V				
Gardener II				
Graffiti Eradication Prevention Coordinator				
Irrigation Technician				
Outdoor Event Coordinator				
Parking Meter Technician				
Parks Community Relations Coordinator				
Pipefitter				
Police Transport Maintenance Coordinator				
Sewer Equipment Operator				
Sign Technician				
Theatre Technician				
<u>10A</u> - Trade Premium \$1.20				
* Carpenter II	29.89	30.25	30.69	31.13
* Concrete Finisher (Cement Mason)				
* Concrete Finisher				
* Millwright				
* Painter II				
* Plumber				
* Welder				
<u>10B</u> - Trade Premium \$1.20				
* Mechanic	31.37	31.75	32.20	32.67

SCHEDULE "A"
CITY OF KELOWNA
OUTSIDE POSITIONS - HOURLY
2010 - 2011 - 2012 - 2013

	1.25%	1.25%	1.50%	1.50%
Page 3				
PAY GRADE / JOB TITLE	<u>Jan-03</u> <u>2010</u>	<u>Mar-01</u> <u>2011</u>	<u>Jan-01</u> <u>2012</u>	<u>Jan-01</u> <u>2013</u>
<u>11</u>				
Water & Wastewater Treatment Operator	28.34	28.69	29.12	29.56
<u>12</u>				
Arborist II Control Systems Specialist	29.03	29.40	29.84	30.28
<u>12A</u> - Trades Premium \$1.70				
H.V.A.C. Technician Electrical Technician Instrumentation/Electrical Technician	30.73	31.10	31.54	31.98
<u>13</u>				
Senior Wastewater Treatment Operator Aquatics Coordinator Fleet & Equipment Trainer	29.76	30.14	30.59	31.05
<u>14</u>				
<u>A</u> - Trade Premium \$1.40	32.03	32.41	32.88	33.35
** Foreman - Arenas and Stadiums				
** Foreman - Building Trades				
** Foreman - Building Systems				
** Foreman - Landfill				
** Foreman - Parks				
** Foreman - Roadways				
** Foreman - Utilities				
** Foreman - Wastewater				
** Foreman - Water Distribution & Sewer Collection				
Wastewater Electrical/Instrumentation Upgrade Coordinator				
<u>B</u> - 5% above Mechanic				
** Foreman - Mechanic	32.94	33.33	33.81	34.30

SCHEDULE "B"

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. **Street Sweeper Operator**

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.

2. **Recreation 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) such consecutive days, followed by two (2) consecutive days off.

The Employer may implement split shifts if the introduction of such shifts would result in the creation of a full time position where part time staff have previously been used to meet work schedule requirements.

3. **Community Theatre**

These employees shall not be subject to regular daily or weekly hours of work. Such employee shall, however, be entitled to overtime at the rate of time and one-half for the first two (2) hours and double time thereafter for work in excess of eight (8) hours in any one day and in excess of forty (40) hours in any calendar week, excluding hours worked in excess of eight (8) in any one day. The provisions of Article 18.03 shall apply to these employees.

4. **RCMP - Receptionist**

Receptionists shall continue to be paid for thirty-five (35) hours per week. Such payment represents, in addition to regular pay, pay in lieu for statutory holidays. Receptionists shall not be paid for statutory holidays under Article 22.

5. **Road and Street Painting Crews**

The normal work day for these employees shall consist of a scheduled period of not more than eight (8) hours of work and the normal work week shall consist of five (5) consecutive days followed by two (2) consecutive days off, Monday to Friday inclusive.

SCHEDULE "C"
CITY OF KELOWNA
HOURLY
2010 - 2011 - 2012 - 2013

<i>Part-Time, Student, Casual</i>		1.25%	1.50%	1.50%	
JOB TITLE		<u>Jan-24</u>	<u>Mar-01</u>	<u>Jan-01</u>	<u>Jan-01</u>
		2011	2011	2012	2013
<i>Ticket Seller & Skate Patrol</i>	1	11.88	12.03	12.21	12.39
	2	13.50	13.67	13.87	14.08
<i>Student</i>	1	15.05	15.24	15.47	15.70
	2	17.10	17.31	17.57	17.84
<i>Labourer (Casual)</i>	1	16.72	16.93	17.18	17.44
	2	19.00	19.24	19.53	19.82
<i>Clerk\Typist (Casual)</i>	1	16.72	16.93	17.18	17.44
	2	19.00	19.24	19.53	19.82
<i>Lifeguard (Part-time)</i>	1	20.08	20.33	20.64	20.95
	2	22.82	23.11	23.45	23.80

Step 2 - after six (6) months full-time equivalency

Co-operative Education and Career Path Students

Up to the Third Term

<i>Pay Grade 5 to 8 Schedule A</i>	70%	of	Step 1
<i>Pay Grade 9 to 10 Schedule A</i>	65%	of	Step 1
<i>Pay Grade 11 to 15 Schedule A</i>	60%	of	Step 1

Third and subsequent terms

<i>Pay Grade 5 to 8 Schedule A</i>	75%	of	Step 1
<i>Pay Grade 9 to 10 Schedule A</i>	70%	of	Step 1
<i>Pay Grade 11 to 15 Schedule A</i>	65%	of	Step 1

LETTER OF UNDERSTANDING #1.00

BETWEEN: The City of Kelowna

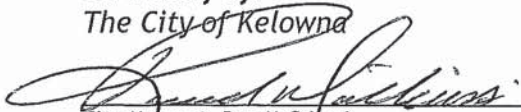
AND: The Canadian Union of Public Employees Local 338

RE: EMPLOYER OBLIGATIONS TO EMPLOYEES

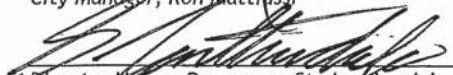
In recognition of the Employer's right to contract out work and in recognition of the Employer's obligations to his/her employees, the parties agree as follows:

1. In the event the Employer wishes to examine the feasibility of contracting out work currently being done by bargaining unit employees then the following process will apply:
 - (a) The Employer will provide the Union with an estimate of the cost of doing the work "in house".
 - (b) The Union may then provide the Employer with any suggestions on productivity improvements, cost or efficiency savings. In the event that the Union wishes to respond it will do so within ten (10) working days of receiving said cost estimate.
2. Those employees named on the agreed to list attached and forming part of this Letter of Understanding will not lose their employment as a result of contracting out.
3. The officers of each CUPE Local or unit will provide a letter to their respective councils offering suggestions and incentives for doing work "in house" which is currently being contracted out.
4. Employees who are displaced by the contracting out of their job and covered by number 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 his/her employee/employer relationship. The employee shall have up to three (3) months from the date of displacement to exercise his/her option. Severance pay will be paid at the rate of the job the employee was displaced from.


On behalf of:
The City of Kelowna



City Manager, Ron Mattiussi



Director Human Resources, Stu Leatherdale

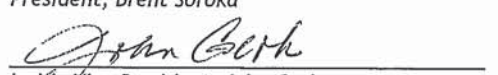


Manager Labour Relations, Paul Sourisseau

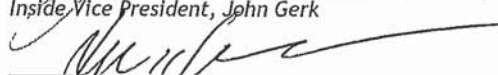
On behalf of:
CUPE Local 338



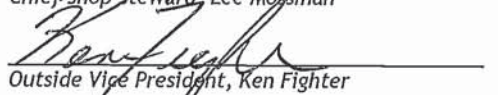
President, Brent Soroka



Inside Vice President, John Gerke



Chief Shop Steward, Lee Mossman



Outside Vice President, Ken Fighter

OMMLRA Original: November 28, 1986
OMMLRA Revised: October 26, 1988
OMMLRA Renewed (List Revised): May 19, 2005
City of Kelowna Renewed (List Revised): January 21, 2011

**Letter of Understanding #1.00
Employer Obligations to Employees
Page 2**

CITY OF KELOWNA

Allin, Rod	Doty, Dianne	Kehler, Ron
Asao, Kimberly	Dungate, Donald	Kinnear, Edward
Backstrom, William	Esplen, Jack	Kirkpatrick, Robert
Benmore, Heather	Evans, Lori	Kohout, Henry
Bennie, John	Fagan, Stephen	Kosy, Donald
Bentley, Russ	Famenoff, John	Lange, Sam
Bevandick, Greg	Faulkner, Gail	Leduc, Judy
Bille, Michael	Fenton, Danny	Levere, Randolph
Billington, John	Fighter, Ken	Lewis, Robert
Bissell, Arla	Filipenko, John	Lindsay, Shaun
Blackburn, Kymandalu	Fiorante, Nick	Long, Jeffrey
Blamire, Chris	Floor, Timothy	Ludvigsen, Louise
Booker, Sherry	Foster, Coll	MacDonald, Gayle
Bosch, Wayne	Foster, Joseph	Maier, Greg
Boyle, Shirley	Friesen, Matt	Malakoff, Dan
Brandt, Keith	Gerk, John	Mandryk, Robert
Brooks, Pamela	Glaser, Janet	Marsden, Richard
Brophy, Colin	Goffic, Ursela	Marshall, Judith
Browne, Marcia	Goncalves, John	Marshall, Andrew
Brydon, Lynn	Gosse, Paula	Martin, Dan
Buhler, Claudia	Grace, Ron	McAuley, Brian
Burgat, Bernard	Grant, John	McCallum, Chris
Burggraaf, Harry	Greenway, Chris	McCormick, Patrick
Calhoun, Dave	Guidi, Tracy	McKay, John
Callioux, Gary		
Campbell, Elizabeth	Hanson, Kelly	McKechnie, Tracy
Campbell, Laurens	Hardy, Charles	McLaughlin, Bryan
Campbell, Grant	Hardy, J. Blake	McLean, James
Carey, Sheila	Hildred, Rick	McMahon, Miriam
Cichon, Richard	Hilstob, Brian	McVey, Paul
Clark, Stephen	Horner, Averil	Mead, Kenneth
Clements, Meredith	Hughes, Vincent	Medernach, Donna
Corbett, Mardelle	Hunchak, Neil	Melzer, Dennis
Cornfield, Sharon	Hunchak, Trevor	Milan, Celeste
Cretin, Brad	Hunter, Beth	Milan, Geoff
Dacre, Bruce	Jablonski, Lynn	Misutka, Danuta
Dalzell, Mike	Jensen, Michael	Mitchell, Patricia
Daskis, Erwin	Johnson, Kim	Moore, Gary
Davies, Denise	Kabatoff, Ron	Mossman, Lee
Davis, Corey	Kains, Emery	Mushta, Larry
Demers, Dan	Kalbfleisch, Carl	Nelmes, Brenda
DenOuden, Michael	Kam, Gary	Newmark, Gregory
Dionne, Dave	Kam, Michelle	Oakley, Larry
Dirr, Heather	Keen, Susan	Onderstal, Garry

Letter of Understanding #1.00
Employer Obligations to Employees
Page 3

<i>O'Reilly, Roger</i>	<i>Stewart, Robert</i>
<i>Ough, Jason</i>	<i>Stockdale, Thomas</i>
<i>Parker, Thomas</i>	<i>Stolz, Donald</i>
<i>Pawlitsky, Dora</i>	<i>Stone, Robert</i>
<i>Phillips, Gordon</i>	<i>Stregger, Christine</i>
<i>Poitras, Maurice</i>	<i>Szalla, Kurt</i>
<i>Polmear, Gary</i>	<i>Taylor, Lillie</i>
<i>Pommier, Kenneth</i>	<i>Thompson, Darin</i>
<i>Reglin, Bill</i>	<i>Toma, Marianne</i>
<i>Reimer, Terry</i>	<i>Torgerson, Mark</i>
<i>Ritchey, Darcy</i>	<i>Tresoor, William</i>
<i>Rogers, Christopher</i>	<i>Turner, Patte</i>
<i>Rout, Michael</i>	<i>Udala, Harvey</i>
<i>Rowland, Lorna</i>	<i>Valentim, Frank</i>
<i>Rutley, William</i>	<i>Van de Mortel, Marjory</i>
<i>Sailer, Larry</i>	<i>Walker, Naomi</i>
<i>Sali, Michael</i>	<i>Wangler, Irene</i>
<i>Salisbury, Kenneth</i>	<i>Weninger, Gary</i>
<i>Schaad, Fred</i>	<i>Weninger, Alan</i>
<i>Schaad, Ernie</i>	<i>Whiting, Steve</i>
<i>Schoch, Bruce</i>	<i>Williamson, Bruce</i>
<i>Seabrook, Ray</i>	<i>Wilson, Heather</i>
<i>Seneshen, Darren</i>	<i>Wirth, Wanda</i>
<i>Siegmann, Yvonne</i>	<i>Wise, Greg</i>
<i>Soroka, Brent</i>	<i>Wunderlich, Jim</i>
<i>Sparks, Joy</i>	<i>Yakiwchuk, Richard</i>
<i>Spittal, Harvey</i>	<i>Yarrow, Clark</i>
<i>Stajduhar, Gary</i>	<i>Zahara, Dennis</i>

LETTER OF UNDERSTANDING #1.00 (a)

BETWEEN: The City of Kelowna

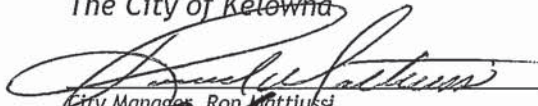
AND: The Canadian Union of Public Employees Local 338

RE: ITEM #1(a) - EMPLOYER OBLIGATIONS TO EMPLOYEES

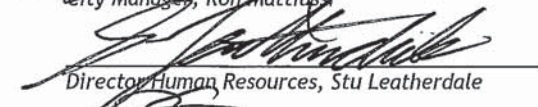
Where the City is examining the feasibility of contracting out work through a formal public tender, the City will provide the Union with any readily available costs and other pertinent information concerning the work in question prior to the call for tender.

It is understood that, in some cases, the City might not have cost information or other pertinent information about the work in question and in those cases will meet with the Union to discuss the work in question prior to the call for tender.


On behalf of:
The City of Kelowna



City Manager, Ron Mattiussi




Director Human Resources, Stu Leatherdale

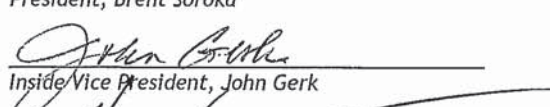


Manager Labour Relations, Paul Sourisseau

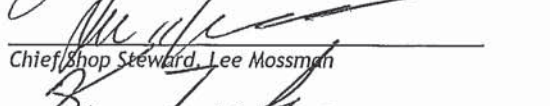
On behalf of:
CUPE Local 338




President, Brent Soroka



Inside Vice President, John Gerk



Chief Shop Steward, Lee Mossman



Outside Vice President, Ken Fighter

OMMLRA Original: July 3, 1990
OMMLRA Renewed: May 19, 2005
City of Kelowna Renewed: January 21, 2011

LETTER OF UNDERSTANDING #2.00

BETWEEN: *The City of Kelowna*

AND: *The Canadian Union of Public Employees Local 338*

RE: CUPE LONG TERM DISABILITY PLAN

In parties, hereto, agree to the following:

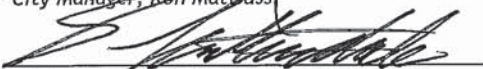
1. *Employees who were off work due to sickness or accident on the last day of coverage under the former OMMLRA Long Term Disability Plan will continue to be entitled to benefit payments under the terms of that OMMLRA Plan as long as they remain eligible under the terms and conditions of that Plan.*
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 (4th) month in which said employees are on Weekly Indemnity. The Employer agrees to provide the Union with the employee's rate of pay on the last day of work prior to 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 L.T.D. premiums to the Union. Payroll deductions will be made on a bi-weekly a basis from all eligible employees and shall be forwarded to the Union not later than the fifteenth (15th) day of the following month with a list of names of all employees from whom deductions have been made. The premium deductions must be calculated as a percentage of an employee's salary (pay) or a flat amount per employee. Changes to the amounts to be deducted must be submitted by the Union to the Employer no later than thirty (30) days in advance of the effective date of such changes.*
5. *The Union agrees to administer the CUPE plan and to handle L.T.D. claims and other business arising with employees having L.T.D. coverage.*

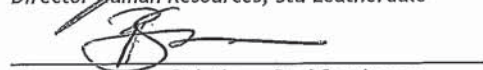
Letter of Understanding #2.00
CUPE Long Term Disability Plan
Page 2

6. With the exception of the expressed terms of this Letter of Understanding, the Union agrees that the Employer will not be held liable for Long Term Disability protection for employees.

On behalf of:
The City of Kelowna

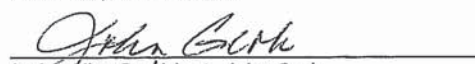

City Manager, Ron Mattiassi

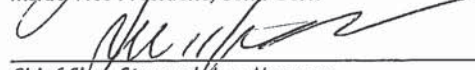

Director Human Resources, Stu Leatherdale



Manager Labour Relations, Paul Sourisseau

On behalf of:
CUPE Local 338


President, Brent Soroka


Inside Vice President, John Gerk


Chief Shop Steward, Lee Mossman


Outside Vice President, Ken Fighter

OMMLRA Original: July 6, 1987
OMMLRA Revised: August 28, 1992
OMMLRA Renewed: May 19, 2005
City of Kelowna Renewed: January 21, 2011

LETTER OF UNDERSTANDING #3.00

BETWEEN: The City of Kelowna

AND: The Canadian Union of Public Employees. Local 338

RE: JOB TRAINING

The parties agree that, where operational requirements present a need and opportunity to assist an employee(s) to gain training and/or experience related to a specific classification and where it is economical and efficient to undertake such training and/or on-the-job experience, the Employer will post such opportunity as referenced in Article 15.02 to inform employees in the bargaining unit.

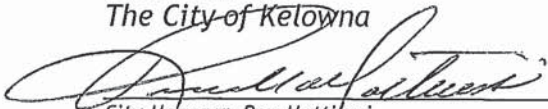
Where a training opportunity becomes available the Employer will select the successful candidate based on qualifications, skills, ability, knowledge, experience and attributes required to be successful in the specified classification. All things being equal, seniority shall apply.

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 or for an existing vacancy where there is no internally qualified candidate.

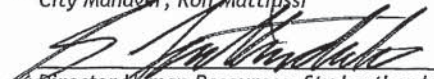
Training of employees should not be utilized to circumvent the promotion provisions of the Collective Agreement. If a training opportunity is entered into because there was no internally qualified candidate, the trainee will be confirmed in the position upon the successful completion of their training plan and being deemed competent in all aspects of the position, without reposting. In the event of multiple training with no vacancy, should a vacancy then occur, posting and selection reverts to Article 15.02.

This Letter of Understanding promotes training opportunities for internal candidates. It does not in any way restrict the employer from filling vacancies externally where no fully qualified internal candidates have applied or are available.


On behalf of:
The City of Kelowna



City Manager, Ron Mattiussi



Director Human Resources, Stu Leatherdale



Manager Labour Relations, Paul Sourisseau

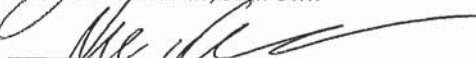
On behalf of:
CUPE Local 338



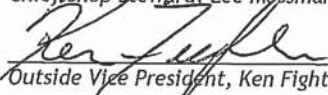
President, Brent Soroka



Inside Vice President, John Gerk



Chief Shop Steward, Lee Mossman



Outside Vice President, Ken Fighter

OMMLRA Original: October 26, 1988
OMMLRA Renewed: May 19, 2005
City of Kelowna Renewed: January 21, 2011

LETTER OF UNDERSTANDING #4.00

BETWEEN: The City of Kelowna

AND: The Canadian Union of Public Employees. Local 338

RE: LEAVE OF ABSENCE CUPE PRESIDENT

Providing such leave is at no additional cost to the employer, a leave of absence shall be granted to the President of CUPE local 338 during the term of the agreement subject to Article 25.02.

Salary/Wages paid by the City to the President will be based in accordance with the current CUPE Local 338 by-laws. Benefits will be continued including CPP, EI, BC Medical, Pension, Group Life, AD&D, Dental, Extended Health and WI.

WCB coverage will be the responsibility of CUPE Local 338 through the lent-employee program.

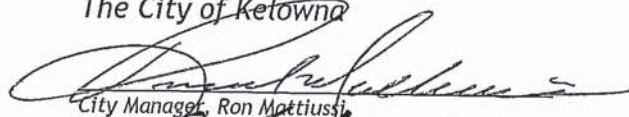
All salary/wages and benefit deductions will be recovered by the City and paid for by CUPE Local 338.

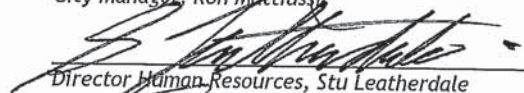
Seniority shall accrue during the term of the leave.

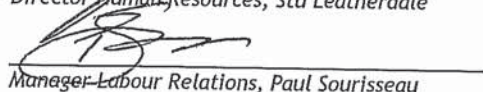
The President shall return to his or her previously held position or a position mutually agreed upon by the parties. The rate of pay shall be equal to his previously held position. This leave may be cancelled by mutual agreement of the parties.

Dated this 21st day of January, 2011.

On behalf of:
The City of Kelowna

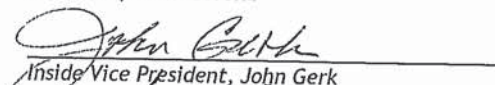

City Manager, Ron Mattiussi

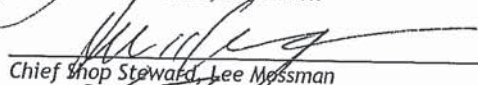

Director Human Resources, Stu Leatherdale

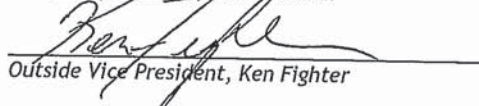

Manager Labour Relations, Paul Sourisseau

On behalf of:
CUPE Local 338


President, Brent Soroka


Inside Vice President, John Gerke


Chief Shop Steward, Lee Mossman


Outside Vice President, Ken Fighter