

COLLECTIVE AGREEMENT

BETWEEN

THE CITY OF MERRITT



AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO 0900-03**



JANUARY 1, 2025 – DECEMBER 31, 2028

TABLE OF CONTENTS

ARTICLE 1	PREAMBLE	1
ARTICLE 2	RECOGNITION AND NEGOTIATIONS	2
ARTICLE 3	NO DISCRIMINATION	2
ARTICLE 4	UNION SECURITY.....	2
ARTICLE 5	CHECKOFF OF UNION DUES.....	3
ARTICLE 6	ACQUAINT THE NEW EMPLOYEES	3
ARTICLE 7	BARGAINING COMMITTEE	3
ARTICLE 8	EMPLOYEE CATEGORIES – DEFINITIONS.....	4
ARTICLE 9	EMPLOYEE CATEGORIES – ADDITIONAL DETAILS.....	5
ARTICLE 10	LABOUR MANAGEMENT	9
ARTICLE 11	SENIORITY AND PROBATION	9
ARTICLE 12	LAYOFF AND RECALL	11
ARTICLE 13	PROMOTIONS AND STAFFING CHANGES	12
ARTICLE 14	GRIEVANCE AND ARBITRATION PROCEDURE	13
ARTICLE 15	DISCHARGE AND SUSPENSION	15
ARTICLE 16	HOURS OF WORK.....	16
ARTICLE 17	OVERTIME	18
ARTICLE 18	RECOGNIZED STATUTORY HOLIDAYS	20
ARTICLE 19	ANNUAL VACATIONS	20
ARTICLE 20	SICK LEAVE PROVISIONS.....	21
ARTICLE 21	LEAVE OF ABSENCE.....	23
ARTICLE 22	PAYMENT OF WAGES AND ALLOWANCES	25
ARTICLE 23	JOB RECLASSIFICATION AND TRAINING	26
ARTICLE 24	SUPPLEMENTATION OF COMPENSATION AWARD	27
ARTICLE 25	BENEFITS	27
ARTICLE 26	IN LIEU OF BENEFITS.....	29
ARTICLE 27	CONTRACTING OUT	30
ARTICLE 28	GENERAL CONDITIONS	31
ARTICLE 29	PRESENT CONDITIONS AND BENEFITS	31
ARTICLE 30	OUTSIDE EMPLOYMENT.....	31
ARTICLE 31	TERM OF COLLECTIVE AGREEMENT	31
LETTER OF UNDERSTANDING #1		36
RE: AQUATIC CENTRE CASHIERS.....		36
LETTER OF UNDERSTANDING #2		37
RE: FLEX TIME OFFICE WORKERS.....		37
LETTER OF UNDERSTANDING #3		39
RE: MINIMUM HOURS PERTAINING TO ARTICLE 16 (B).....		39
LETTER OF UNDERSTANDING #4		40

RE: NICOLA VALLEY AQUATIC CENTRE	40
LETTER OF UNDERSTANDING #5	41
RE: PUBLIC WORKS AFTERNOON COFFEE BREAK	41
LETTER OF UNDERSTANDING #6	42
RE: WASTEWATER TREATMENT PLANT OPERATOR IN TRAINING	42
LETTER OF UNDERSTANDING #7	44
RE: PEGGY LUKER RE-CLASS TO ACCOUNTING CLERK GROUP "H"	44
LETTER OF UNDERSTANDING #8	45
RE: RCMP CLERK (CLIENT AND ADMINISTRATIVE SERVICES).....	45
LETTER OF UNDERSTANDING #9	47
RE: COURT LIAISON OFFICER TO COURT LIAISON OFFICER/SUPERVISOR	47
LETTER OF UNDERSTANDING #10	48
RE: KEVIN VILAC, EXTENSION OF COMPRESSED 4-DAY WORKWEEK	48

AGREEMENT BETWEEN:

THE CITY OF MERRITT,

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

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 900

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

ARTICLE 1 PREAMBLE

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

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

AND WHEREAS it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

NOW THEREFORE the parties hereto agree as follows:

ARTICLE 2 RECOGNITION AND NEGOTIATIONS

UNION

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

MANAGEMENT RIGHTS

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

ARTICLE 3 NO DISCRIMINATION

3.01

The City, its servants and agents agree that there shall be no discrimination, interference, restriction, or coercion exercised, or practiced with respect to any employee regarding employment or any term or condition of employment because of the race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person, nor by reason of their membership or lawful activity in a labour union.

3.02

Prohibition Against Personal Harassment

The Employer and the Union mutually agree that all persons employed by the Employer or connected in any way to the workplace have the right to be treated at all times in a manner devoid of personal harassment. The Employer shall, at all times, have and maintain appropriate policies and procedures prohibiting personal harassment and which reflect the prevailing state of an Employer's statutory legal obligations to have and maintain a harassment-free and discrimination-free workplace and to provide a complaint and adjudication process which is acceptable to the Union. The Union reserves the right prior to or at the conclusion of any discrimination and harassment process to enter into the grievance procedure.

ARTICLE 4 UNION SECURITY

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

days after the commencement of employment, apply for and maintain membership in the Union as a condition of employment.

ARTICLE 5 CHECKOFF OF UNION DUES

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

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

The Employer shall have no financial responsibility for remittance to the Union of any of the fee(s) and/or dues(s) of any Employee, otherwise prescribed by this Article, unless the Employer owes an Employee sufficient unpaid money to allow for such deduction(s). The Union agrees to indemnify and hold the Employer harmless against any claims, demands, actions, charges and/or any other legal proceedings(s) or otherwise brought against the Employer in any forum whatsoever arising out of or concerning the application of any provision(s) of this Article 5.

ARTICLE 6 ACQUAINT THE NEW EMPLOYEES

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

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

ARTICLE 7 BARGAINING COMMITTEE

A Bargaining Committee shall consist of not more than five (5) representatives each of the Employer and the Union. The Union shall advise the Employer of the Union nominees to the Committee.

- a) **Representatives of the Canadian Union of Public Employees** – The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer.
- b) **Meeting of the Bargaining Committee** – In the event of either party wishing to call a meeting of the Bargaining Committee, the meeting shall be held at a time and place fixed by mutual agreement. Such meeting

shall be arranged within ten (10) calendar days after the request has been made.

- c) **Function of the Bargaining Committee** – The Bargaining Committee shall meet to discuss the renewal of the Collective Agreement.
- d) **Time Off for Meetings** – The Employer will continue to remunerate Employees and invoice the Union for costs associated with wages and benefits.
- e) **Correspondence Between Parties** – All correspondence between the parties arising out of this Collective Agreement or incidental to this Collective Agreement shall pass to and from the Chief Administrative Officer to and from the Local 900 Union office with copies to the local Chairperson.

ARTICLE 8 EMPLOYEE CATEGORIES – DEFINITIONS

- a) **Full Time Employee**
Is scheduled year-round for full-time hours (thirty-five (35) or more per week) in a posted position.
- b) **Part Time Employee (Regular)**
Is scheduled, on a regular basis, year-round for part-time hours (less than thirty-five (35) per week) in a posted position.
- c) **Part Time Employee (Irregular)**
Is scheduled, on an irregular basis, year-round for an average of twenty to thirty-five (20-35) hours per week in a posted position.
- d) **Seasonal Employees**
Is scheduled for full-time or part-time hours in a posted position (lasting at least six (6) months per year and accruing at least fifty percent (50%) of the annual hours of a full-time position) and which is subject to an annual off-season (with right of first recall to that position in the next year).
- e) **Term Employees**
Is scheduled for full-time or part-time hours in a posted position for a period not exceeding two (2) consecutive years (except by mutual agreement between the parties).
- f) **Casual Employees**
Is scheduled for full-time or part-time hours in a posted position to fill sporadic vacancies due to absences or increased workload for assignments not exceeding three (3) consecutive months (except by mutual agreement between the parties).
- g) **Student Employees**
Is scheduled for full-time or part-time hours in a posted position during the annual period from May 1st to September 15th and who has been

determined to be presently enrolled full time in a post-secondary program or is a grade 12 graduate who has supplied proof of application for such enrollment.

ARTICLE 9 EMPLOYEE CATEGORIES – ADDITIONAL DETAILS

a) Casual Employees

The hiring and deployment of casuals shall continue to be as follows.

i) Utilization

- 1) Casual employees shall be utilized by the City on a departmental basis (for the purposes of this section, functions performed at City Hall will be considered as one (1) department). The City shall have no obligation to train casual employees nor to provide them with any period of orientation.
- 2) Casual employees shall, generally, be utilized by the City in accordance with Article 13(d) of the Collective Agreement ("senior in service, and having the required qualifications, fitness, and ability").

- 3) i) The City shall offer casual work assignments in accordance with (2), by way of telephone call or text message.

If an employee being called does not answer the telephone call, the City shall leave a voice message describing the nature of the casual assignment being offered, provided that there is ability to leave the message.

If the City delivers a text message, the message shall contain the same information.

If the employee refuses the assignment, or does not respond within 3 hours of the call or delivery of the text message, the City shall offer the assignment to the next most senior employee who meets the criteria set out in (2).

The City shall maintain a log of calls and text messages during each calendar quarter, which will be producible to the Union upon request.

Casual employees shall be responsible for ensuring that their contact information is current and up to date such that the City may contact them.

- ii) In the event of an emergency, the City shall offer the assignment to the next senior employee if the casual employee does not accept the offer within 20 minutes.

- 4) In circumstances in which a full-time employee or part-time employee is placed on temporary layoff, and that employee is entitled as a result of Article 13(d) of the Collective Agreement (being "senior in service, and having the required qualifications, fitness, and ability") to perform available "casual" work falling within their classification:
 - i) that employee shall be utilized in priority over casual employees; and
 - ii) in the event of an ongoing project being performed by a casual employee, in accordance with Article 12(a) of the Collective Agreement, "the retaining of their services for a period not exceeding five (5) working days" in priority over the laid off employee shall not be considered a violation of the Collective Agreement.
- 5) In the event that an employee, who is entitled to continued benefits coverage upon temporary layoff as described in Article 25(i)(i), is temporarily laid off and is utilized in priority over casual employees to perform "casual" work:
 - i) that employee will be paid for time worked at the current rate for the "casual" position;
 - ii) that employee's benefits coverage may, at the employee's discretion, be continued as described in Article 25(i)(i) for the four (4) month period, in which case the employee will be paid vacation pay in addition to their wage during that period; or
 - iii) that employee may, during the four (4) month period, elect to terminate the benefits coverage and instead receive pay in lieu of benefits as described in Article 26; and
 - iv) upon the conclusion of the four (4) month period, the employee shall begin receiving pay in lieu of benefits as described in Article 26 and may, as well, elect to continue benefits coverage at their own cost.
- 6) The election to terminate or continue benefits coverage, as described above, is entirely the employee's responsibility and the City shall not be liable in any sense whatsoever for any negative or unforeseen ramifications of that decision.
- 7) In the event that a full-time employee or part-time employee is temporarily laid off and is utilized in priority over casual employees:
 - i) that employee's seniority date and position on the seniority list and overall status and rights and entitlements pursuant

to the Collective Agreement shall be unaffected by their performance of "casual" work [subject to loss of seniority as described in Article 11(f)]; and

- ii) if, after the twelve (12) month period referred to in Article 11(f)(5), the employee has not been recalled to full-time or part-time employment, and continues to regularly perform "casual" work, the employee's seniority will be converted to "accrued straight time hours" pursuant to Article 11(c) of the Collective Agreement and the employee will be regarded from that point forward as a casual employee.
- 8) In the event a dispute arises between the City and CUPE regarding an employee's priority (or other) entitlement to perform "casual" work, the City and CUPE shall work together to resolve the dispute and shall give priority to resolving "lost wages" claim(s) advanced by CUPE on the basis that the City will offer the employee in question an opportunity to perform future "casual" work so as to be made whole.
- ii) Regular and Reliable Availability
 - 1) Individuals wishing to be employed, or to remain employed, as casual employees or otherwise to receive offers of "casual" work shall be required to have their primary residence located within fifty (50) kms, by road, of the Merritt City Hall building so as to be regularly and reliably available on an ongoing basis to perform "casual" work.
 - 2) Casual employees who do not make themselves regularly and reliably available to perform "casual" work will ultimately be removed from the list of casual employees and shall lose their seniority.
 - 3) A full-time employee or part-time employee who has been placed on temporary layoff for less than twelve (12) months and who performs available "casual" work but does not make themselves regularly and reliably available to do so shall lose the opportunity to perform available "casual" work for the duration of the layoff period.
 - 4) If the full-time or part-time employee's layoff has exceeded twelve (12) months and the employee is regarded as a casual employee, they will be treated as a casual employee in the event they fail to remain regularly and reliably available to perform "casual" work.

- 5) A failure to be regularly and reliably available to perform "casual" work shall be defined as rejecting or failing to appear for three (3) offered shifts within any rolling two (2) month period. "Rejecting" shall include not only express rejection of an offered shift but also lack of availability to receive an offer of a shift and/or failure to respond in a timely fashion to an offered shift. The City may, in its sole discretion, excuse one (1) or more instances of rejecting or failing to appear for an offered shift in, for instance, circumstances beyond the control of the employee.
- 6) Employees who are on a statutorily authorized leave of absence, an approved medical absence, or any other approved leave of absence (including, but not limited to, returning to school for the school year if the parties' mutual intention is for them to return upon the completion of the school year) from their employment shall not be subject, for the duration of that absence, to the "regularly and reliably available" requirement.

b) Student Employees

Qualified full-time, part-time, and term employees who are on layoff or who are working decreased hours and seasonal employees who are off work for the season shall have right of first refusal to work which would otherwise be performed by student employees.

The hiring of students is not intended to displace or negate the hiring of full-time or part-time employees and, as such, there shall be a limit of two (2) students employed at any one (1) time.

Students shall be permitted to work two (2) consecutive summers.

Students shall perform limited duties – pushing lawnmowers, weeding, or any other mutually-agreed duties.

Students shall be paid three dollars (\$3.00) above the BC minimum wage.

c) Seasonal Employees

In their first season and in subsequent seasons, except if they elect to receive the payment in lieu of benefits coverage, seasonal employees shall accrue vacation pay but not vacation time.

Seasonal employees shall not be eligible for continuation of benefits coverage during the annual off-season except if the employee pays the total cost of the related premiums.

Seasonal employees called back during the off-season shall be treated as casual employees for the duration of the call-back period.

ARTICLE 10 LABOUR MANAGEMENT

a) A Labour Management Committee shall consist of two (2) representatives of the Union and two (2) representatives of the Employer. Representatives of the Union shall meet with the Employer within working hours without loss of pay. The Labour Management Committee will meet at the request of either party. The Union shall have the right to have the assistance of a non-employee representative of the Canadian Union of Public Employees and the Employer shall have the right to have advisory counsel present.

b) The Labour Management Committee shall have jurisdiction to deal with work requirements, job descriptions, training, and retraining of employees due to technological changes. The Labour Management Committee shall have the power to make recommendations to the Employer or the Union, with respect to discussions held during Labour Management meetings.

Issues dealing with active grievances are not discussable items of Labour Management meetings. Once negotiations have commenced to amend a Collective Agreement, all Labour relations issues will be referred to the negotiation committee(s)

c) **Safety Committee**

The Parties will adopt guidelines for Joint Occupational Health and Safety Committees in compliance with rules and regulations set out by WorkSafeBC.

d) The Parties agree to abide by the Labour Relations Code of British Columbia.

ARTICLE 11 SENIORITY AND PROBATION

a) **Seniority**

Seniority is the length of service of employment with the Employer and shall apply on a bargaining-unit-wide basis.

b) **Seniority List**

The Employer shall maintain a seniority list showing date of hire for full-time employees, and the accrued straight time hours worked by part-time and seasonal and casual employees.

An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January and July of each year.

Term employees and student employees do not accrue seniority and will not appear on the seniority list.

Full-time, part-time, seasonal, and casual employees posting into term or student positions shall continue to accrue seniority for the duration of the term and will continue to appear on the seniority list.

c) **Converting Seniority from Accrued Hours**

For purposes of calculating annual vacation entitlement and seniority by date of hire for part-time employees hired after January 1st, 2019 and seasonal and casual employees who obtain a full time position the following formula shall be used:

(A) Accrued Seniority Hours = (C) # equivalent years/months

(B) Regular year-round FTE hours

Being two thousand eighty (2080) or one thousand eight hundred twenty (1820) as applicable.

Adjust employees original hire date by C.

d) **Probationary Period**

All newly hired employees shall be on probation for four (4) calendar months. At the discretion of the employer, the probationary period may be extended up to two (2) calendar months, twice.

Seasonal employees who continue to be employed for consecutive seasons shall only be on probation during their first (1st) season of employment provided that they have worked the minimum for four (4) calendar months and that their probation has not been extended.

Casual or irregular part-time employees shall be on probation for six (6) calendar months.

The employment of probationary employees may be terminated at any time during this period at the absolute discretion of the Employer, provided however, that such discretion is not used arbitrarily or discriminatorily. The Employer will determine, its own discretion, whether a probationary employee is suitable for the position at any time.

The Employer will advise employees during a probationary period about issues regarding suitability, at least once, prior to terminating employment on the basis of suitability.

If an employee is absent from work due to an emergency for a period that exceeds five (5) consecutive working days during the probationary period, the probationary period shall be extended accordingly.

After satisfactory completion of the probationary period, an employee shall acquire seniority in accordance with this Article.

Entitlement to enroll for benefits coverage (where applicable) is conditional upon successful completion of the probationary period.

e) **Seniority During Absence**

If an employee is absent from work because of sickness, accident, or other reasons approved by the Employer, the employee shall not lose seniority

rights until a period of twenty-four (24) months, or such shorter period during which the employee's employment status is resolved, has elapsed.

f) **Loss of Seniority**

Employees shall lose seniority in the event they:

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

g) **Seniority During Transfer to Exempt Position**

Upon accepting a position not covered by this Collective Agreement, the employee shall maintain seniority in the position from which the employee was transferred for a period of three (3) months if the employee remains in the exempt position, then all seniority rights are eliminated.

ARTICLE 12 LAYOFF AND RECALL

a) **Layoff and Recall Procedure**

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

b) **Notice of Layoff**

- i) The Employer shall notify employees with seniority rights who are to be laid off, seven (7) calendar days before layoff is to be effective. The provision of this clause shall not apply because of temporary

suspension of work due to inclement weather or conditions beyond the control of the Employer.

- ii) Employees may request a layoff during all or part of the normal winter period. Such layoff would be subject to operational requirements. Such employees would not be eligible for pay but would not lose seniority while on this layoff.
- iii) When an emergency arises, employees may be recalled without normal recall notice being given.

c) **Mechanization or Technological Changes**

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

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

ARTICLE 13 PROMOTIONS AND STAFFING CHANGES

a) **Postings of Positions**

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

No posting of positions shall be required for student or casual positions.

b) **Internal Applicants**

Qualified internal applicants will be given first preference.

c) **Temporary Filling of Posted Position**

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

d) **Method of Making Appointments**

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

e) **Trial Period**

The successful applicant shall be placed on a trial period for three (3) months. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, they shall be returned to their former position without loss of seniority or previous salary, and any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority and previous salary. The trial period may be extended by one (1) month by mutual agreement of the parties.

f) **Union Notification**

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

ARTICLE 14 GRIEVANCE AND ARBITRATION PROCEDURE

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

has been violated, an earnest effort shall be made to settle the dispute in the following manner:

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

Step 1

The employee concerned, along with a union steward, shall first seek to settle a grievance with their direct manager. The manager shall confirm their decision in writing within seven (7) working days from the time the matter was brought to their attention by the union representative.

Step 2

If the grievance is not resolved at Step 1, the Union shall submit a written grievance to Human Resources designate within ten (10) working days of receiving the Step 1 decision. The employer shall meet with the union within twenty-one (21) working days of receiving the written grievance. The Human Resources designate, on behalf of the employer shall advise the union of its decision in writing within seven (7) working days following the Step 2 meeting.

Step 3

The Union and Employer shall make every reasonable effort to resolve the difference. Failing a satisfactory resolution at Step 2, the union shall notify the employer within twenty-one (21) working days after receiving the employer's Step 2 response if it intends to proceed to arbitration. The arbitrator's report shall be final and binding on the Employer and the union, but the Arbitrator shall not have the power to change the terms of the agreement.

Upon establishment of a Board of Arbitration, the Employer shall appoint one (1) member to this Board, and the Union shall appoint one (1) member to this Board, and these two (2) appointees shall agree upon a Chairperson; in the event that they are unable to do so within forty-five (45) consecutive calendar days after and including the date of issue of a written notice of referral to arbitration, then either Party may request that the Director of the Collective Agreement Arbitration Bureau appoint the Chairperson pursuant to Section 86 of the *Labour Relations Code* of British Columbia.

Arbitrators hereunder shall be vested with all powers that are necessary for the complete, final and binding resolution of any matter in dispute that has been properly processed as a grievance and properly advanced to arbitration pursuant to the applicable provisions of this Agreement. Except as expressly provided otherwise by this Agreement, the Arbitrator shall not, however, have the power to add to, subtract from, alter, amend,

imply terms into or otherwise change or modify any part of this Agreement or render any binding decision which is inconsistent with any of its terms.

Authority of the Arbitrator / Arbitration Board are vested in Section 89 of the *Labour Relations Code of British Columbia*.

Each party shall pay:

- 1) The fees and expenses of the arbitrator it appoints.
 - 2) One-half (1/2) the fees and expenses of the Chairperson.
- c) Where a dispute involving a question of general application or interpretation occurs, Steps 1 and 2 of this Article may be by-passed.
 - d) Replies to the grievances shall be in writing at all stages.
 - e) Grievances settled satisfactorily within the time allowed shall date from the time that the grievance was filed.
 - f) The Employer shall supply the necessary facilities for the grievance meetings.
 - g) The time limits fixed in the grievance procedure may be extended by the consent of the parties to this Collective Agreement.
 - h) At any stage of the grievance procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties to have access to any part of the Employer's premises to view any working conditions, which may be relevant to the settlement of the grievance.
 - i) Employees concerned shall have access to the employee's personnel files in order to properly investigate a grievance at any time pursuant to City of Merritt Access to Personnel Files Procedure.
 - j) Both parties may agree to refer the matter in dispute to either a sole arbitrator or have the matter resolved through expedited arbitration.

ARTICLE 15 DISCHARGE AND SUSPENSION

- a)
 - i) If an employee is to receive discipline whether a verbal reprimand or written reprimand up to and including a suspension or termination that is to be placed on the record into the employee's personnel file, the employee shall have the right to have Union representation present when being disciplined.
 - ii) The Employer shall only discipline or discharge for just and reasonable cause an employee who has completed their probation period. Where the discipline involves suspension or dismissal, the

employee and the Union shall be advised promptly in writing of the reason for such action.

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

- b) An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 14: Grievance Procedure. Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases.
- c) Should it be found, upon investigation, that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in their former position, without loss of seniority rating, and shall be compensated for all time lost, in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration if the matter is referred to such a Board.
- d) Whenever possible, an employee who intends to terminate their services with the Employer, shall give notice in writing to the Employer to the extent of seven (7) calendar days if employed by the hour, or thirty (30) calendar days if employed by the month.
- e) Employees shall have access to the employee's personnel file pursuant to the City of Merritt Access to Personnel Files Procedure.

ARTICLE 16 HOURS OF WORK

a) Hours

Except for the special classifications hereinafter set out and allowing for seasonal and other necessary variations in hours by agreement between the City and the Union, the normal workweek for full-time outside employees shall consist of five (5) eight (8) hour days, from Monday to Friday, inclusive. The normal workweek full-time office employees shall consist of five (5) seven (7) hour days, from Monday to Friday, inclusive.

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

The normal workday for full-time office employees shall not commence before 8:30 a.m., nor finish later than 4:30 p.m. No seven (7) hour shift shall be spread over a period longer than eight (8) hours, with one (1) hour off for lunch.

By-Law Services Officer

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

Community Policing Office Coordinator

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

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

Outside Employees

7:00 am to 3:30 pm (one half (1/2) hour lunch)

5:00 am to 1:30 pm (one half (1/2) hour lunch – Sweeper)

5:00 am to 1:30 pm (one half (1/2) hour lunch – Bin Truck)

Office Employees

8:30 am to 4:30 pm with one (1) hour for lunch.

General Duty Clerk

Any four (4) consecutive hours Monday to Friday

Office Employees (RCMP)

Either 7:00 am to 3:30 pm; or 8:00 am to 4:00 pm; or 8:30 am to 4:30 pm with one (1) hour for lunch.

Recreation and Facilities Staff

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

Wastewater Treatment Plant Operators

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

Engineering Technologist

The position of Engineering Technologist will be a forty (40) hour week. The normal hours and days of work shall be Monday to Friday, 7:30 am to 4:30 pm with one (1) hour for lunch break.

Cross Connection Control Coordinator

The position of Cross Connection Control Coordinator will be a forty (40) hour week. The normal hours and days of work shall be Monday to Friday, 7:00 am and 4:00 pm, with one half (1/2) hour lunch break.

Building Inspector

The position of Building Inspector will be a forty (40) hour week. The normal hours and days of work shall be Monday to Friday, 7:30 am and 4:30 pm, with a one (1) hour lunch break.

b) **Minimum Hours**

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

c) **Rest Periods**

i) All employees who work six (6) or more hours per shift shall be permitted a reasonable length of time for a rest period, not to exceed fifteen (15) minutes, in both the first (1st) and second (2nd) half of a shift at a time designated in writing from time to time by the Chief Administrative Officer.

ii) All employees who work four (4) or more hours per shift, but less than six (6) hours per shift shall be entitled to one (1) fifteen (15) minute rest period.

iii) An employee must be given a lunch break of at least one half (1/2) hour after five (5) consecutive hours worked.

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

ARTICLE 17 OVERTIME

a) **Overtime Rates on Weekdays**

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

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

All time worked on an employee's scheduled days of rest shall be paid based on double (2x) time. All time worked on Statutory Holidays shall be paid on the basis of double (2x) time for every hour worked in addition to the employee's regular Statutory Holiday pay.

c) **No Layoff to Compensate for Overtime**

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

d) **Minimum Call Back Time**

Every employee who is called out and required to work in an emergency outside their regular working hours shall be paid for a minimum of two (2) hours at double (2x) time and shall be paid a maximum of fifteen (15) minutes for travel to their place of work and to return home at the end of the required work. The word "emergency" above being the instance when an employee does not receive notification during their regular working hours.

e) **Compensatory Time Off**

Compensatory time off (CTO) for overtime will be allowed only at the request of the employee. This request will be made by stating CTO on the timesheet when it is being completed. CTO will be at the same premium as applicable to overtime i.e. one and one half (1.5X) or double (2X) the hours worked.

Subject to approval by CRA an employee will also have the option of having CTO hours transferred into an RRSP.

The accrued CTO hours shall be recorded on the employee's pay summary.

When CTO is to be taken, the same procedure in respect to notice and consent of the Manager shall be required as with annual vacations. Annual vacations have priority over CTO regardless of seniority and are subject to operational requirements. No employee shall be allowed to accrue in excess of fifteen (15) CTO days in any given calendar year.

Any unused CTO will be paid out in December of the year it was accrued. If the CTO is booked for days off in December of the same calendar year, the employee must notify payroll to avoid pay out of those days.

f) **Pyramiding**

There will 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 will be paid.

g) **Overtime At The End Of A Shift**

If overtime is refused at the end of a shift, seniority call back is void for those employees for the same event.

ARTICLE 18 RECOGNIZED STATUTORY HOLIDAYS

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

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

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

All employees may substitute one (1) identified statutory holiday per year for an alternative day of religious or cultural importance.

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

ARTICLE 19 ANNUAL VACATIONS

Effective the first (1st) of the calendar year following their date of hire all employees shall be entitled to annual vacation in accordance with the following schedule:

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

A negative balance of vacation can be carried as long as it does not exceed the current years' entitlement.

a) Length of Vacation

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

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

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

After five (5) years – Twenty (20) working days for full time employees. Eight percent (8%) of the gross wages earned by part time employees.

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

After fifteen (15) years – Thirty (30) working days for full time employees. Twelve percent (12%) of the gross wages earned by part time employees.

After twenty (20) years – Thirty-five (35) working days for full time employees. Fifteen percent (15%) of the gross wages earned by part time employees.

b) **Vacation During Temporary Layoff**

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

c) **Preference in Vacations**

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

d) **Annual Vacations**

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

e) **Vacation Entitlement While on Layoff or Leave**

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

ARTICLE 20 SICK LEAVE PROVISIONS

a) **Sick Leave Defined**

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

b) **Amount of Sick Leave**

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

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

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

c) **Sick Leave During Leave of Absence**

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

d) **Sick Leave Without Pay**

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

e) **Sick Leave Records**

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

f) **Accumulated Sick Leave Pay**

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

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

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

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

h) **Sick Leave While on Vacation**

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

ARTICLE 21 LEAVE OF ABSENCE

a) **For Union Business**

The Employer agrees that, where permission has been granted by the Employer and said permission shall not be unduly or arbitrarily withheld, to representatives of the Union to leave their employment temporarily for the purposes of grievance investigation or representing an employee in a disciplinary action, they shall suffer no loss of "straight-time" hourly pay for time so spent. For greater clarity and certainty, under no such circumstances shall the Employer be obliged to pay any overtime or any other additional pay.

Should the Employer request a Union Representative to attend a meeting(s) after the normal working hours for the representative, they will be paid at their normal hourly rate for all hours required to attend the meeting(s).

b) **Union Conventions and Seminars**

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

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

c) **Bereavement Leave**

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

sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchildren, grandparents, stepchildren, stepparents.

One-half (½) day shall be granted without loss of salary or wages to attend a funeral, provided such employee has the approval of the employee's supervisor.

d) **Leave for Union Officers or Public Office**

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

e) **Maternity Leave**

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

f) **Compassionate Leave**

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

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

g) **General Leave**

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

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

Employees shall exhaust any vacation, CTO, or other leave banks prior to being approved for unpaid leave.

h) **Jury Duty**

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

i) **Family Responsibility Leave**

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

ARTICLE 22 PAYMENT OF WAGES AND ALLOWANCES

a) **Pay Days**

The parties agree that all employees will have their pay directly deposited into a designated account every second (2nd) Thursday. On each pay day, employees shall be provided with an itemized statement of their wages and deductions.

b) **Pay During Temporary Transfers**

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

c) **"Standby" Pay**

Employees who are requested and agree to standby shall be paid fifty dollars (\$50.00) per day for each Friday, Saturday, Sunday evening or prior to a statutory holiday. In addition, standby pay for recognized holidays shall be at fifty dollars (\$50.00) per day. All other standby pay shall be at forty dollars (\$40.00) per day. Subject to approval by Revenue Canada, standby pay may be transferred into an RRSP.

d) **Shift Differential**

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 and weekends. An employee shall receive a premium of one dollar (\$1.00) per hour for all scheduled hours worked on a premium shift. (Excluding Seasonal, Student, and Casual employees).

e) **Occupational First Aid Ticket**

Where required by WorkSafe BC, an employee designated by the Employer to possess a valid Occupational First Aid Ticket "Level III" shall be paid a twenty-five dollar (\$25.00) premium a month.

f) **Dirty Pay**

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

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

g) **Aquatic Centre – Annual Closure**

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

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

Full-time Aquatic Centre Supervisor positions shall not bank time for annual shutdown and they will continue to work full time through the closure. An Aquatic Centre Supervisor may request regular vacation time during shutdown approved at the discretion of the Recreation and Facilities Manager.

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

ARTICLE 23 JOB RECLASSIFICATION AND TRAINING

Where the Employer creates a new position or substantially changes an existing job classification, then the parties agree to meet and discuss the new wage rate and, failing resolution, then recourse to a mutually agreeable third (3rd) party with binding authority can be triggered.

The Employer agrees that:

- a) Job training is a benefit to both employees and the Employer.
- b) That training equips employees to be promoted whenever suitable vacancies arise.

- c) That particular positions require specialized skills (e.g., RCMP, Sewer Treatment Plant), and that trained relief staff are a mutual objective in these sensitive positions.
- d) The parties will review training at the Labour Management Relations Committee, with a view to achieving these objectives.

e) **Job Training Program**

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

f) **Instructional Courses**

The Employer agrees to pay the full cost of any course of instruction required by the Employer for any employee to better qualify the employee to perform their job provided that the employee maintains employment for six months following successful completion of the course. The Employer shall pay any associated costs for courses, such as accommodations, meals, mileage, and transportation.

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

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

Leave to attend instructional courses will be paid at straight time rates. Based on operational needs aquatics staff may be required to work overtime to accommodate training and will be paid at the applicable overtime rate.

ARTICLE 24 SUPPLEMENTATION OF COMPENSATION AWARD

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

ARTICLE 25 BENEFITS

Full-time employees who have successfully completed their probationary period must enroll for benefits coverage. Part-time employees working more than twenty (20) hours per week and seasonal employees (in their second (2nd) season) who have successfully completed their probationary period may elect

(one (1) time only) to enroll for benefits coverage. No other employees are entitled to enroll for benefits coverage.

The employee shall be required to complete the appropriate application forms for submission to the applicable benefit plan underwriters.

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

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

a) **Pension Plan**

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

b) **Extended Health Services**

The Employer shall contribute one hundred percent (100%) of the premiums of a Health Benefits plan for all employees. Seasonal Employees have the option to pay 100% of their benefits when they are in the off-season. The Employer may amend the plan, from time to time, for cost efficiencies or improvements but no reduction in coverage shall occur.

c) **Long Term Disability Plan**

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

d) **Supply of Clothing**

Whenever it is determined that protective clothing is required or needs to be replaced, as determined by the Employer the replacement clothing will be supplied. Protective clothing includes: coveralls, rubber coveralls, gloves, rain gear, hard hats and rubber boots. The City shall utilize hazard assessments to determine when protective clothing needs to be replaced or supplied.

The Building Inspector shall be entitled to the above clothing.

Lifeguards and Aquatic Program Instructors shall be entitled to a bathing suit allowance of one hundred (\$100.00) dollars per employee per year conditional on the employee working a minimum of one hundred (100) hours in the previous year.

Reimbursement shall be provided by the Employer upon presentation of receipt of such purchase of a workplace appropriate bathing suit.

e) **Continuation of Benefits**

i) **Temporary Layoffs**

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

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

ii) **Employee Retirement**

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

f) **Post sixty-five (65) Benefits**

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

g) The Employer shall provide a pay direct benefit card.

h) **Boot Allowance**

A boot allowance for employees in the amount of up to one hundred and fifty (\$150.00) dollars will be granted once per calendar year upon presentation of receipt of purchase of CSA-approved Safety Footwear.

The yearly one hundred and fifty (\$150.00) dollars may be carried over to the following year and combined for a total of three hundred dollars (\$300.00).

Part-time, Seasonal, and Casual employees will be eligible for the boot allowance once every two (2) calendar years upon presentation of receipt of purchase for CSA-approved Safety Footwear

ARTICLE 26 IN LIEU OF BENEFITS

- a) The following employees are entitled to payment in lieu of all benefits: part-time employees working less than twenty (20) hours per week; part-time employees working twenty (20) or more hours per week who elect not to receive benefits coverage; casual employees; term employees; seasonal employees in their first (1st) season; seasonal employees in their second (2nd) or later season who elect not to receive benefits coverage; and student employees.

- b) Eligible employees who were hired before the date of ratification of the 2015-2017 collective agreement receive sixteen (16%) percent of their basic wage (in lieu of all benefits and annual paid vacation and paid sick leave).
- c) Eligible employees who were hired after the date of ratification of the 2015-2017 collective agreement receive fourteen (14%) percent of their basic wage (in lieu of all benefits and annual paid vacation and paid sick leave and statutory holiday pay).
- d) In lieu of benefits payment is payable on each pay period.
- e) Any employee who receives in lieu of benefits payment and opt to enter into the Pension Plan shall have their in-lieu percentage reduced by the amount of the Employer's contribution to the plan.

ARTICLE 27 CONTRACTING OUT

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

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

In recognition of the Employer's obligation to the employees, the parties agree as follows:

- 1) In the event the Employer wishes to examine the feasibility of contracting out work currently being done by bargaining unit employees, then the following process will apply:
 - a) The Employer will provide the Union with an estimate of the cost of doing the work "in house".
 - b) The Union may then provide the Employer with any suggestions on productivity improvements, cost, or efficiency savings. In the event that the Union wishes to respond, it will do so within thirty (30) working days of receiving said cost estimate.
- 2) The Officers of the Union local will provide a letter to the City Council offering suggestions and incentives for doing work "in house" which is currently being contracted out.
- 3) As a result of employees being displaced by the contracting out of their jobs, the parties agree there may be a need and/or opportunity for retraining and it is therefore desirable to develop a process for such retraining. This process will be developed through the Labour Management Committee.
- 4) Employees who are displaced by the contracting out of their jobs shall have the option of receiving severance pay at a rate of one (1) week's pay for each year of seniority to a maximum of ten (10) weeks upon severing

their employee/Employer relationship. The employee shall have up to three (3) months from the date of displacement to exercise their option. Severance pay will be paid at the rate of the job the employee was displaced from.

ARTICLE 28 GENERAL CONDITIONS

a) Strike at Employer's Premises

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

b) Bulletin Boards

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

c) Retirement Benefits

In the event that the employee does not qualify for superannuation, the City will pay employees the equivalent funds that would have been paid into the pension fund for their years of service. This entitlement does not apply to retired employees who subsequently resume active performance of employment duties.

ARTICLE 29 PRESENT CONDITIONS AND BENEFITS

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

ARTICLE 30 OUTSIDE EMPLOYMENT

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

ARTICLE 31 TERM OF COLLECTIVE AGREEMENT

THIS COLLECTIVE AGREEMENT, unless changed by mutual consent of both parties hereto, shall be in force and effect from and after the first (1st) day of January 2025 and up to and including December 31st, 2028, and thereafter from year to year unless either party to this Collective Agreement gives notice

to commence collective bargaining in accordance with the *Labour Relations Code* of British Columbia.

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

January 1, 2025

The following classifications will receive \$1.50 per hour - Lifeguard, Lifeguard Instructor I, Lifeguard Instructor II, and Head Lifeguard.

January 1, 2025 – 5%

July 1, 2025 - 3%

January 1, 2026 –4%

January 1, 2027 – 3.5%

January 1, 2028 – 3.5%

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 13th day of February 2025.

ON BEHALF OF:

CITY OF MERRITT


Mike Goetz (Feb 19, 2025 09:09 PST)

Michael Goetz,
Mayor, City of Merritt



Cynthia White,
Chief Administrative Officer

ON BEHALF OF:


CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 900



Harry Nott
CUPE National Representative



Ken Davis,
Local 900 President


Kevin Vilac (Feb 14, 2025 06:21 PST)

Kevin Vilac,
Unit Chair, Local 900 (Merritt)

		2024 Rates	Jan 1 2025	July 1 2025	Jan 1 2026	Jan 1 2027	Jan 1 2028
			5.00%	3.00%	4.00%	3.50%	3.50%
Group A	Cashier	\$21.18	\$22.24	\$22.91	\$23.82	\$24.66	\$25.52
Group B	Lifeguard	\$21.18	\$23.81	\$24.53	\$25.51	\$26.40	\$27.33
Group C	Lifeguard Instructor I	\$22.61	\$25.32	\$26.07	\$27.12	\$28.07	\$29.05
Group D	Lifeguard Instructor II	\$23.87	\$26.64	\$27.44	\$28.54	\$29.53	\$30.57
Group E	Facilities Coordinator	\$26.09	\$27.39	\$28.22	\$29.34	\$30.37	\$31.44
	Program Instructor						
Group F	Head Lifeguard	\$26.82	\$29.74	\$30.63	\$31.85	\$32.97	\$34.12
Group G	Customer Service Team Lead	\$27.41	\$28.78	\$29.64	\$30.83	\$31.91	\$33.03
Group H	Arena Attendant I	\$29.93	\$31.43	\$32.37	\$33.66	\$34.84	\$36.06
	Clerk Typist						
	Facility Operator						
	PW Labourer						
Group I	Pool Supervisor	\$31.01	\$32.56	\$33.54	\$34.88	\$36.10	\$37.36
	Recreation Coordinator						
Group J	Accounting Clerk	\$31.46	\$33.03	\$34.02	\$35.38	\$36.62	\$37.91
	Bylaw Services Officer I						
	Community Policing Coordinator						
	Disclosure Clerk RCMP						
	Front Counter Clerk RCMP						
	Transcriptionist Clerk RCMP						
	Water & Wastewater Treatment Plant OP In Training I						
Group K	Development Services Clerk	\$32.71	\$34.35	\$35.38	\$36.79	\$38.08	\$39.41
	Equipment Operator I						
	Water & Wastewater Treatment Plant OP I (Certified)						

		2024 Rates	Jan 1 2025	July 1 2025	Jan 1 2026	Jan 1 2027	Jan 1 2028
			5.00%	3.00%	4.00%	3.50%	3.50%
Group L	Arena Attendant II	\$33.31	\$34.98	\$36.02	\$37.47	\$38.78	\$40.13
	Bylaw Services Officer II						
	Equipment Operator II						
	Health & Safety Coordinator						
	Utilities Maintenance Operator I						
	Water & Wastewater Treatment Plant OP In Training II						
Group M	Exhibit Custodian RCMP	\$33.94	\$35.64	\$36.71	\$38.17	\$39.51	\$40.89
Group N	Apprentice Mechanic III	\$34.10	\$35.81	\$36.88	\$38.35	\$39.70	\$41.09
Group O	Accounting Clerk AP/AR	\$34.14	\$35.85	\$36.92	\$38.40	\$39.74	\$41.13
	Facility Supervisor						
	Water & Wastewater Treatment Plant OP II Certified						
Group P	Equipment Operator III	\$34.87	\$36.61	\$37.71	\$39.22	\$40.59	\$42.01
Group Q	Court Liaison RCMP	\$35.82	\$37.61	\$38.74	\$40.29	\$41.70	\$43.16
	Planning & Development Technician						
	Engineering Technologist (Uncertified)						
	Utilities Maintenance Operator II						
Group R	Arena Attendant III	\$37.25	\$39.11	\$40.29	\$41.90	\$43.36	\$44.88
	Cross Connection Control Coordinator						
	Parks Horticulture Supervisor						
	RCMP Clerk Supervisor (combined with a clerk role)						
	Roads and Solid Waste Supervisor						
	Water & Wastewater Treatment Plant OP in Training III						
Group S	Bylaw Services Officer III	\$38.52	\$40.45	\$41.66	\$43.33	\$44.84	\$46.41
Group T	Utilities Operator III/ Supervisor	\$39.90	\$41.90	\$43.15	\$44.88	\$46.45	\$48.07

Group U	Building Official I	\$42.02	\$44.12	\$45.44	\$47.26	\$48.92	\$50.63
	Development Engineering Technologist						
	Mechanic Supervisor						
	Engineering Technologist (Certified)						
	Water & Wastewater Treatment Plant OP III (Certified)						
Group V	Building Official II	\$43.58	\$45.76	\$47.13	\$49.02	\$50.73	\$52.51
	Mechanic/Compost Supervisor						
Group W	Building Official III	\$45.28	\$47.54	\$48.97	\$50.93	\$52.71	\$54.56
	Chief Plant Operator IV (Certified)						

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

LETTER OF UNDERSTANDING #1

BETWEEN
THE CITY OF MERRITT
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 900

RE: Aquatic Centre Cashiers

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

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 13th day of February 2025.

ON BEHALF OF:

CITY OF MERRITT

Mike Goetz
Mike Goetz (Feb 19, 2025 09:09 PST)

Michael Goetz,
Mayor, City of Merritt

Cyl

Cynthia White,
Chief Administrative Officer

ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 900

[Signature]

Harry Nott
CUPE National Representative

Ken Davis

Ken Davis,
Local 900 President

Kevin Vilac
Kevin Vilac (Feb 14, 2025 06:21 PST)

Kevin Vilac,
Unit Chair, Local 900 (Merritt)

LETTER OF UNDERSTANDING #2

BETWEEN

THE CITY OF MERRITT

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 900

RE: Flex Time Office Workers

- a) The flex time program is only available to office workers or other classifications as deemed appropriate by the Employer.
- b) Flex time is accumulated at the rate of .5 hours/day. Flex days are not taken on any specified days of the week.
- c) The Flex .5 hours must be worked at the beginning of a shift for Office employees and either at the beginning or end of shift dependent upon operational needs for all other employees.
- d) Flex time is not accumulated when you are on a flex day, off sick, on vacation, or taking accumulated overtime or for ANY other reason the employee is not at work. Flex can only be worked if the employee is working full-time hours.
- e) A Flex Day can only be taken when the employee has accumulated enough time to schedule a full day.
- f) Flex time is accumulated if the employee is out of town for the day on City business. Flex time cannot be accumulated if the employee is at a conference, seminar, or course for more than one day.
- g) Flex days should be used as earned and not accumulated (banked) over a period. (not to be saved and taken in one lump sum or carried over to the next year unless waiting for your rotation).
- h) If an employee works for a portion of a scheduled flex day, then the work time is considered regular hours and no flex time is accumulated, or OT paid.
- i) Flex time is to be scheduled on a regular basis but may be changed to accommodate previously booked vacation or conferences dates. A regularly scheduled flex day may be cancelled and scheduled for another date if the supervisor requires the employee to be at work due to a shortage of staff. (to cover vacation/sick/ or operational needs) An employee may request a regularly scheduled flex day be moved to another date with the consent of their supervisor
- j) The Flex program cannot be given to any stand-alone positions where coverage is needed.
- k) The Flex program cannot add any additional costs to the City of Merritt.
- l) Employees cannot opt in and out of the flex program more than once unless approved by the supervisor.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 13th day of February 2025.

ON BEHALF OF:

CITY OF MERRITT

Mike Goetz
Mike Goetz (Feb 19, 2025 09:09 PST)

Michael Goetz,
Mayor, City of Merritt

Cyl

Cynthia White,
Chief Administrative Officer

ON BEHALF OF:

CANADIAN UNION OF PUBLIC
EMPLOYEES
LOCAL 900

[Signature]
Harry Nott
CUPE National Representative

Ken Davis

Ken Davis,
Local 900 President

KVilac
Kevin Vilac (Feb 14, 2025 06:21 PST)

Kevin Vilac,
Unit Chair, Local 900 (Merritt)

LETTER OF UNDERSTANDING #3

BETWEEN
THE CITY OF MERRITT
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 900

RE: Minimum Hours Pertaining to Article 16 (b)

The parties agree and it is understood that minimum hours referred to in Article 16 (b) does not apply to secondary school students working on a school day or program instructors.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 13th day of February 2025.

ON BEHALF OF:
CITY OF MERRITT

Mike Goetz
Mike Goetz (Feb 19, 2025 09:09 PST)


Michael Goetz,
Mayor, City of Merritt

Cyl

Cynthia White,
Chief Administrative Officer

ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 900


Harry Nott
CUPE National Representative

Ken Davis
Ken Davis,
Local 900 President

KVilac
Kevin Vilac (Feb 14, 2025 06:21 PST)
Kevin Vilac,
Unit Chair, Local 900 (Merritt)

LETTER OF UNDERSTANDING #4

BETWEEN

THE CITY OF MERRITT

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 900

RE: Nicola Valley Aquatic Centre

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

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

Now therefore the parties agree as follows:

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

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 13th day of February 2025.

ON BEHALF OF:

CITY OF MERRITT

Mike Goetz
Mike Goetz (Feb 19, 2025 09:09 PST)

Michael Goetz,
Mayor, City of Merritt

Cyl
Cynthia White,
Chief Administrative Officer

ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 900

[Signature]
Harry Nott
CUPE National Representative

Ken Davis
Ken Davis,
Local 900 President

Kevin Vilac
Kevin Vilac (Feb 14, 2025 06:21 PST)
Kevin Vilac,
Unit Chair, Local 900 (Merritt)

LETTER OF UNDERSTANDING #5

BETWEEN

THE CITY OF MERRITT

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 900

RE: Public Works Afternoon Coffee Break

Whereas the parties, the City of Merritt ("City") and Canadian Union of Public Employees Local 900 ("CUPE"), are subject to a certification issued by the BC Labour Relations Board and a collective agreement which came into effect on February 11, 2019 (the "Collective Agreement"), and

Whereas the Public Works Department has been foregoing their afternoon coffee break; ending their work days at 3:15 p.m. without specific reference in the collective agreement, and

Whereas the Employer and CUPE 900 wishes to have this practice sanctioned and incorporated within the Collective Agreement; the parties hereby agree to the following:

- 1) The employees of the Public Works Department may forego their afternoon coffee break such that their usual work day will end at 3:15 p.m.
- 2) All other current practices and provisions of the Collective Agreement shall apply.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 13th day of February 2025.

ON BEHALF OF:

CITY OF MERRITT

Mike Goetz
Mike Goetz (Feb 19, 2025 09:09 PST)

Michael Goetz,
Mayor, City of Merritt

Cyl

Cynthia White,
Chief Administrative Officer

ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 900

[Signature]

Harry Nott
CUPE National Representative

Ken Davis

Ken Davis,
Local 900 President

Kevin Vilac
Kevin Vilac (Feb 14, 2025 06:21 PST)

Kevin Vilac,
Unit Chair, Local 900 (Merritt)

LETTER OF UNDERSTANDING #6

BETWEEN

THE CITY OF MERRITT

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 900

RE: Wastewater Treatment Plant Operator in Training

WHEREAS the parties, the City of Merritt ("City") and Canadian Union of Public Employees Local 900 ("CUPE"), are subject to a certification issued by the BC Labour Relations Board and a collective agreement which came into effect on February 11, 2019 (the "Collective Agreement"), and

Whereas the City and CUPE recognize that positions within the Collective Agreement change and advance as the needs arise, and

Whereas the parties wish to confirm their mutual understanding position of the terms and conditions associated with the establishment of the Wastewater Treatment Plant Operator in Training position, the related terms and conditions for that position shall be set out herein.

- 1) The position of Wastewater Treatment Plant Operator in Training shall be added to , Pay Schedule Group "J", and shall be compensated at the wage rate for that group.
- 2) The WWTP OIT shall, for all Collective Agreement purposes, be a full-time employee and this position shall have and be subject to all of the normally associated rights and entitlements for a full-time position.
- 3) The Wastewater Treatment Plant Operator in Training shall only be posted by the City in the event a posting for a Water and Wastewater I, II or III has failed to produce a qualified, suitable applicant.
- 4) The WWTP OIT position contemplates an applicant who has not yet obtained the necessary WWPT I training and certification. That being the case:
 - a) Applicants shall be required to already possess the qualifications and experience set out in the City's position description for this position and shall be required to be eligible to enroll for training towards obtaining the WWPT I certification;
 - b) If the successful applicant is a new (external) hire the usual probation period shall apply, and if the successful applicant is an existing (internal) hire the usual trial period contemplated in the Collective Agreement shall apply;
 - c) The successful applicant shall be required to enroll, or make themselves available for enrolment, for training towards obtaining the WWTP I certification within thirty (30) days of being awarded the position;
 - d) All related training normally required to complete the requirements to obtain the WWTP I certification shall be at the City's cost;
 - e) The successful applicant shall be permitted a maximum of one (1) course/segment repeat in the event of failing or incomplete course/segment outcome and, if there is

a further failing or incomplete course/segment outcome the employee shall be deemed to have failed to complete the requirements to obtain the WWTP I certification;

- f) In addition to the probation or trial periods noted above, in the event the employee resigns or fails to successfully complete the requirements to obtain the WWTP I certification, within one (1) year of being awarded the WWTP I position, the employment relationship shall cease;
 - g) Promptly upon the employee's demonstration of having successfully completed the requirements to obtain the WWTP I certification, the WWTP I position classification will be amended to WWTP I and the City will commence paying the employee at the Group "K" wage rate.
- 5) Reporting to the Chief Wastewater Treatment Plant Operator, the WWTP I's duties will include but not limited to:
- a) A variety of tasks varying in degree of complexity and technical knowledge, related to the operation and maintenance of the Wastewater Treatment Plant systems;
 - b) Although the WWTP I will work mainly in the Wastewater Treatment Plant, the employee may be required to work at times with the water distribution maintenance crew where needed; and
 - c) The WWTP I will be required to be on-call to work after-hours emergencies and weekends within a rotating schedule.
- 6) The Letter of Understanding will be incorporated into the body of the parties' Collective Agreement during the next round of collective bargaining or as otherwise convenient and mutually agreeable between the parties.
- 7) No existing rights or entitlements contained in the Collective Agreement shall be affected except as expressly stated herein.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 13th day of February 2025.

ON BEHALF OF:
CITY OF MERRITT

Mike Goetz
Mike Goetz (Feb 19, 2025 09:09 PST)

Michael Goetz,
Mayor, City of Merritt

Cyl

Cynthia White,
Chief Administrative Officer

ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 900

[Signature]

Harry Nott
CUPE National Representative

Ken Davis

Ken Davis,
Local 900 President

Kevin Vilac
Kevin Vilac (Feb 19, 2025 09:09 PST)

Kevin Vilac,
Unit Chair, Local 900 (Merritt)

LETTER OF UNDERSTANDING #7

BETWEEN

THE CITY OF MERRITT

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 900

RE: Peggy Luker Re-Class to Accounting Clerk Group "H"

The Employer and the Union agree: To Re-Class Peggy Luker from her current position Clerk Typist Group "H" to Accounting Clerk Group "J" of the Collective Agreement, at the rate of \$30.84 (2023 rates) based on the scope of her current duties.

This agreement will be effective January 2, 2024, and the current incumbent will be reclassified, upon signing.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 13th day of February 2025.

ON BEHALF OF:
CITY OF MERRITT

ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 900

Mike Goetz
Mike Goetz (Feb 19, 2025 09:09 PST)

Michael Goetz,
Mayor, City of Merritt

[Signature]
Harry Nott
CUPE National Representative

Cyl
Cynthia White,
Chief Administrative Officer

Ken Davis
Ken Davis,
Local 900 President

Kevin Vilac
Kevin Vilac (Feb 14, 2025 06:21 PST)
Kevin Vilac,
Unit Chair, Local 900 (Merritt)

LETTER OF UNDERSTANDING #8

BETWEEN

THE CITY OF MERRITT

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 900

RE: RCMP Clerk (Client and Administrative Services)

Separation of previously amalgamated positions (RCMP Clerk, Clerk Typist and Disclosure Clerk)

WHEREAS the City wishes to separate the previous amalgamated RCMP Clerk, Clerk Typist and Disclosure Clerk positions. The three positions will be separated into: Disclosure Clerk, Transcriptionist Clerk and Front Counter Clerk. The Transcriptionist and Front Counter Clerk were previously listed as RCMP Clerk, Transcriptionist Clerk and Front Counter Clerk are not referenced in the Collective agreement.

NOW THEREFORE, the parties agree to do so under the following terms:

- The position of RCMP Clerk (Client and Administrative Services) shall be eliminated
- The position shall be replaced with three newly developed RCMP Disclosure Clerk, Transcriptionist Clerk and Front Counter Clerk
- The rate of pay shall be Pay Schedule "J" rate (\$31.46 2024 rates). When the current position holders Aiden Henery, Felicity Peat and Olivia Moscatel are no longer employed in the above positions the rate for Front Counter Clerk and Transcriptionist Clerk will revert back to Pay Schedule Group "H" (\$29.93 2024 rates)
- The three incumbents of the current positions, Aiden Henery (currently on leave) Felicity Peat and Olivia Moscatel will be offered the right of first refusal to the reorganized positions. In the event of refusal, the incumbent would have the option to select layoff rights as per Article 12 of the Collective Agreement.
- The incumbents shall have all rights under the Collective Agreement but will not be subject to any trial periods as per Article 13 e) of the Collective Agreement.
- Hours of work shall be as per Article 16 of the Collective Agreement; 7 hours per day Monday to Friday between the hours of 7:00am to 4:30 pm.

This agreement is without prejudice, and or precedent as it relates to any future agreements of a similar nature.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 13th day of February 2025.

ON BEHALF OF:
CITY OF MERRITT

Mike Goetz
Mike Goetz (Feb 19, 2025 09:09 PST)

Michael Goetz,
Mayor, City of Merritt

Cyl

Cynthia White,
Chief Administrative Officer

ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 900

[Signature]

Harry Nott
CUPE National Representative

Ken Davis

Ken Davis,
Local 900 President

Kevin Vilac
Kevin Vilac (Feb 14, 2025 06:21 PST)

Kevin Vilac,
Unit Chair, Local 900 (Merritt)

LETTER OF UNDERSTANDING #9

BETWEEN

THE CITY OF MERRITT

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 900

RE: Court Liaison Officer to Court Liaison Officer/Supervisor

The Employer and the Union agree to reclassify the Court Liaison Officer currently held by Katrina Walder to Court Liaison Officer/Supervisor on a trial basis. The position will be reclassified from Pay Schedule Group "Q" to Pay Schedule Group "R" of the Collective Agreement effective September 24, 2024.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 13th day of February 2025.

ON BEHALF OF:
CITY OF MERRITT

Mike Goetz
Mike Goetz (Feb 19, 2025 09:09 PST)

Michael Goetz,
Mayor, City of Merritt

Cyd

Cynthia White,
Chief Administrative Officer

ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 900

[Signature]

Harry Nott
CUPE National Representative

Ken Davis

Ken Davis,
Local 900 President

KVilac

Kevin Vilac (Feb 14, 2025 06:21 PST)

Kevin Vilac,
Unit Chair, Local 900 (Merritt)

LETTER OF UNDERSTANDING #10

BETWEEN

THE CITY OF MERRITT

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 900

RE: Kevin Vilac, Extension of Compressed 4-day Workweek

November 20, 2024

WHEREAS the City of Merritt agrees to allow Kevin Vilac to continue the 4-day extended work week while he is assisting the Village of Lytton to get their staff trained and certified. We recognize this could take 1 to 2 years. Wednesdays can be taken as Kevin's day while that works best for Lytton

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 13th day of February 2025.

ON BEHALF OF:
CITY OF MERRITT

ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 900

Mike Goetz
Mike Goetz (Feb 19, 2025 09:09 PST)

Michael Goetz,
Mayor, City of Merritt



Harry Nott
CUPE National Representative

Cyl

Cynthia White,
Chief Administrative Officer

Ken Davis

Ken Davis,
Local 900 President

KVilac
Kevin Vilac (Feb 14, 2025 06:21 PST)

Kevin Vilac,
Unit Chair, Local 900 (Merritt)