

COLLECTIVE AGREEMENT

BETWEEN

DISTRICT OF INVERMERE

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2982**

April 1, 2025 to March 31, 2028

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ARTICLE 1 – PREAMBLE

1.01 It is the purpose of both Parties to this Agreement:

- a) To maintain and improve harmonious relations;
- b) To encourage efficiency in operations;
- c) To promote the moral and well-being and security of all District employees;
- d) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions;

ARTICLE 2 – DEFINITIONS

- 2.01 (1) Employee: Means a person employed who is covered by the terms and conditions of this Agreement and shall have the same meaning as defined in the Labour Relations Code of British Columbia.
- (2) Probationary Employee: Means a newly hired employee who shall serve a probationary period from date of hire to determine their suitability for a regular position. During the probationary period, employees shall be entitled to all rights and benefits except where limited by this Agreement. Upon completion of the probationary period, seniority shall be effective from the date of hire.
- (3) Regular Employees include the following:
- (a) Full-Time Employees: these are 12-month employees who have completed the probationary period and are regularly scheduled to work the full hours of work as outlined in Article 12 of this Agreement. These Employees are entitled to all benefits as outlined in this Agreement.
 - (b) Part-Time Employees: these are 12-month employees who have completed the probationary period and work fewer hours per week or weeks per month than a full-time employee as outlined in Article 12 of this Agreement. These Employees are entitled to all benefits as outlined in this Agreement.
 - (c) Seasonal Employees: these employees have completed their probationary period and work less than 12-months a year. These employees may work fulltime or part-time hours and are entitled to all benefits as outlined in this Agreement.
- Permanent Employee: A permanent employee, also referred to as a regular employee, is one who is employed on an ongoing basis and is entitled to the rights and benefits outlined in this collective agreement.
- (4) Temporary Employee shall mean an employee, full-time or part-time, who is employed for a specified term to replace a Regular employee who is on an approved leave.
- (5) Casual Employee shall mean an employee, full-time or part-time, who is employed on a day-to-day basis. The District shall not employ a casual employee for more than 800 hours worked in any calendar year. If a casual employee works more than 800 hours their status will be changed to a Regular employee.
- (6) Student Employee shall mean an employee who is enrolled as a student in a secondary or post-secondary educational institution and who works either full-time or part-time, between April 1st and October 1st. All laid off employees must be recalled prior to the hiring of any students. These employees do not accrue seniority and shall be paid the rates of pay as identified in this Agreement but shall not be entitled to any other health and welfare benefits or premiums for which other employees identified in these definitions are eligible.

- (7) DAYS shall mean calendar days unless otherwise specified
WORKDAY shall be mean hours defined in Article 12.

ARTICLE 3 - RECOGNITION OF THE UNION

Exclusive Bargaining Agency

- 3.01 The District recognizes the Union as the exclusive bargaining agency for the purpose of conducting collective bargaining on all matters pertaining to rates of pay, hours of work, and working conditions, on behalf of the employees of the District under the provisions of the *Labour Relations Code*.
- 3.02 All employees of the District who are Union members, as a condition of continued employment, shall remain members in good standing in the Union according to the constitution and bylaws of the Union. All new employees shall, as a condition of continued employment, become and remain members in good standing in the Union within thirty (30) days of employment.

No Discrimination

- 3.03 (1) In addition to the provisions of the *Human Rights Act* of British Columbia, the District agrees there shall be no intimidation or discrimination against any employee by reason of their activities as a member of the Union and the Union agrees there shall be no intimidation or discrimination on its part against any employee of the District.
- (2) The Employer and the Union recognize the right of all employees to work in an environment free from sexual and personal harassment. Any complaint alleging sexual or personal harassment shall be treated seriously and in strict confidence as provided by the *District of Invermere Respectful Workplace Policy* and the *Code of Conduct Policy* and may be dealt with through the grievance procedure commencing at stage 2 or 3, as is appropriate.
- (3) Sexual harassment shall be defined as any sexually oriented practice that undermines an employee's health or job practice or endangers an employee's employment status or potential. Cases of sexual harassment shall be considered as discrimination and eligible to be processed as a grievance.
- (4) Personal harassment shall be defined as repeated, intentional, offensive comments or actions deliberately designed to demean and belittle an individual or cause personal humiliation and is tied to a prohibited ground of discrimination. Cases of personal harassment shall be considered as discrimination and eligible to be processed as a grievance.

No Strikes or Lockouts

3.04 There shall be no strikes or lockouts during the term of this Agreement in accordance with the *Labour Relations Code*.

Managerial Exclusions

3.05 Without restricting the generality of the foregoing sections, it is agreed that the following position(s) shall be excluded from the terms of this Agreement:

- Chief Administrative Officer
- Director of Public Works and Operations, or Public Works Manager, and Capital Projects Manager
- Director of Finance and Deputy Director of Finance
- Director of Development Services and Planner
- Corporate Officer and Director of Corporate Services
- Fire Chief and Deputy Fire Chief
- Manager of Building and Protective Services and Building Inspector
- Manager of Environmental Services
- Manager of Community Services

Union Check-Off and Induction

3.06 (1) The District shall, during the life of this Agreement, deduct as a condition of employment, a sum equivalent to dues and any assessments as set by the Union from the pay due each pay period to each employee and remit the same to the Financial Secretary of the Union in the month following in which such deductions are made.

(2) Each employee shall provide, as a condition of employment, a signed written Assignment of Wages to the Union, substantially in the form contained in Section 16 of the *Labour Relations Code*.

3.07 The District will at the time of making such remittances, enclose a list of such employees from whose pay cheque such deductions are made, and the amount deducted from each.

3.08 The District agrees to inform new employees about the existing Collective Agreement between the Parties and the employment conditions. Additionally, the District will provide new employees with one (1) hour of paid time to meet with the Union Steward(s) during or shortly after the onboarding process.

Shop Stewards

- 3.09 The District agrees that the Union shall have the right to appoint or elect Union Stewards as required by the Union, and the Union agrees to advise the District in writing, of these appointments.

Bulletin Boards

- 3.10 The District agrees that the Union shall have the right to maintain a bulletin board(s) in a conspicuous and convenient place(s), provided that the use of such shall be restricted to the posting of notices regarding the business affairs, meetings, social events and reports of the Union.

Contracting Out

- 3.11 (a) The District shall not contract out work or services presently performed by its employees where it would result in the lay off or reduction of hours of work for any regular employee, or the failure to recall a regular laid-off employee, except in emergencies.
- (b) The District agrees that any work or services presently performed by the bargaining unit or hereinafter assigned to the bargaining unit shall not be contracted out subject to the following:
- (1) Provided employees are qualified to do the work;
 - (2) In an emergency situation where no bargaining unit employee is available;
 - (3) The work can be performed by the District to the economic advantage of the District (subject to 3.11 (a)).

Access to Personnel File

- 3.12 (1) An employee shall have the right, upon reasonable notice, to have access to and review their personnel record and shall have the right to respond in writing to any document therein, such a reply becoming part of the permanent record.
- (2) Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the employee's record.
- (3) No evidence from the employee's record may be introduced as evidence in any hearing of which the employee was not aware at the time of filing.
- (4) An employee shall have the right to make copies of any material contained in their personnel record.
- (5) The District shall remove letters of discipline from an employee's file after three (3) consecutive years, provided no additional letter(s) have been issued during that period.
- (6) The District shall remove letter of expectation from an employee's file after a two (2) year period, provided no additional letter(s) have been issued during that period.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 The management of the District business, the promotion, demotion, transfer, discipline and discharge for proper cause and the direction of the working forces including the hiring and laying off of employees is vested exclusively in the District except as may be otherwise specifically provided in this Agreement. The District shall exercise its rights in a fair and equitable manner.

- 4.02 The Union agrees that the District has the right to make and alter from time to time, as the necessity arises, rules and regulations to be observed by all employees, which rules, regulations, and/or amendments shall not be inconsistent with the provisions of this Agreement.

- 4.03 All rules, regulations and/or amendments shall be communicated in writing to the Union.

ARTICLE 5 - TECHNOLOGICAL CHANGE AND AUTOMATION

5.01 The purpose of the following provisions is to preserve job security and stabilize employment and to protect as many permanent employees as possible from loss of employment due to technological change and automation.

Notification of Change

5.02 60 days before the District introduces or intends to introduce a measure, policy, practice or change the terms, conditions or security of employment affecting two or more permanent employees, the District shall notify the Union of the proposed change.

Adjustment Plan

5.03 In accordance with section 54 of the *Labour Relations Code*, after notice has been given under section 5.02, the District and the Union shall meet in good faith and endeavor to develop an adjustment plan.

Training Process

5.04 (1) The District after consultation with the Union, may, instead of releasing a permanent employee due to technological change, retrain the employee for another position for such period of time as the District thinks fit. The District will assume the cost of such retraining. After the period of training, the employee shall have three (3) months to adapt to the new position. Should the employee not adapt to the new position, they may then be released by the District.

(2) A permanent employee displaced by technological change will not have their rate of pay reduced as a result of being retrained for or accepting a position with a lower rate of pay. However, the employee in the new position will only receive one half ($\frac{1}{2}$) of any pay increases given the new position until such time as their rate of pay becomes the same as that provided for the new position.

Severance Pay

5.05 No permanent employee shall be released because of technological change except upon one (1) week's notice, pay included, for each year of service, with a maximum of four (4) weeks. During this notice period, the employee will be allowed up to five (5) hours per week with pay, for the purpose of job interviews. The District reserves the right to schedule these hours to minimize operational disruptions.

Not less than two (2) days prior to the expiration of the aforesaid period of notice, the employee shall inform the District if they elect to receive severance pay as provided herein if they wish to retain recall rights in accordance with Article 11.

5.06 (1) If the employee elects to receive severance pay, they shall lose seniority and recall rights in accordance with this Agreement and in the event they are rehired by the District at a later date, shall not again be entitled to severance pay as provided for in this Article.

(2) The severance pay payable to the employee, pursuant to this Article, shall be one (1) month's pay at regular rates for each three (3) full years of service completed by the employee, PROVIDED HOWEVER, that the severance pay shall not be less than one (1) month's pay or more than three (3) months' pay.

5.07 Notwithstanding anything contained elsewhere in this Agreement, any employee laid off two (2) months or more, prior to the proposed introduction of a technological change, shall be deemed not to be affected by the technological change and therefore will not be eligible to any entitlements as described in this Article.

ARTICLE 6 - DISCUSSION OF DIFFERENCES

Committee on Labour Relations/Grievances

6.01 The District shall appoint and maintain a committee to be called the "Committee on Labour Relations/Grievances" comprised of members of the District or its representatives. The District shall inform the Union of the members of this Committee.

Union General Grievance Committee

6.02 The Union shall appoint and maintain a committee to be called the "General Grievance Committee" comprised of employees of the District and may be advised by a Representative of the Canadian Union of Public Employees. The Union shall inform the District of the individual membership of the Committee.

Grievance Investigations and Meetings

6.03 The District agrees that time spent in investigating and settling disputes during the Steward's working hours shall not result in loss of pay. The Union agrees to forward to the District a written list of the names of such Steward(s) and of replacement thereto.

6.04 The District agrees to grant time off with pay during any working day to no more than two (2) Officers of the Union in order to attend meetings with representatives of management of the District provided that not less than four (4) hours notice be given to their immediate supervisor by the Officer(s) of the Union so requesting the time off. The Union shall supply the District with a written list of the names of its Officers for this purpose and inform the District of any changes to this list.

6.05 In order that the work of the District shall not be unreasonably interrupted, no Steward or Officer of the Union shall leave their work without obtaining the permission of their Supervisor. Such permission shall not be unreasonably withheld.

Labour/Management Meetings

- 6.06 (a) A Labour Management Committee shall be established consisting of a maximum of two (2) representatives of the Union and two (2) representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public and job security of the employees.
- (b) On the request of either party, the parties may meet once every two (2) months for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by this agreement.
- (c) The purpose of the Labour Management Committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work-related skills, to promote workplace productivity and job security.
- (d) The Committee shall meet at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee which will be fully covered by the District.
- (e) A representative of the Employer and a Union representative shall be designated as joint Chairpersons and shall alternate in presiding over meetings.
- (f) Minutes of each meeting of the Committee shall be prepared and signed by the joint Chairpersons as promptly as possible after the close of the meeting. The Union and the Employer shall each receive signed copies of the minutes within five (5) working days following the meeting.
- (g) The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussion. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement.

Stage 1

7.02 It is understood that an employee cannot file a grievance until they have discussed the complaint with their immediate supervisor. This discussion must occur within twenty (20) working days of the employee becoming aware of the alleged infraction or the occurrence of the events giving rise to the grievance. The employee can choose to be accompanied by a steward during this discussion.

Where the aggrieved employee is a steward, they shall not, where possible, act as a steward in respect of their own grievance but shall submit the grievance through another steward or union staff representative.

The immediate supervisor will respond in writing to the complaint within ten (10) working days. If the dispute is not resolved, the employee may file a formal grievance at stage 2 within ten (10) working days of receiving the immediate supervisor's response.

Stage 2

7.03 The employee or employees concerned, with their Union Representative in attendance, shall meet with the Administrator and shall submit the grievance, in writing. Failing to reach a satisfactory settlement of the dispute within ten (10) working days after submission to the Administrator, the dispute may be submitted to Stage 3.

Stage 3

7.04 A meeting of the General Grievance Committee of the Union shall be held with a Committee on Labour Relations/Grievances within ten (10) working days of a written request for such meeting. Failing to reach a satisfactory settlement of the dispute within five (5) working days after such meeting, the dispute may be submitted to Arbitration.

7.05 Replies to grievances shall be in writing at Stages 2 and 3.

7.06 Grievances pertaining to Policies, Harassment, Human Rights, Suspensions, or Discharge may commence at stage 2, or 3.

Time Limits

- 7.07 The time limits in Articles 7 and 8 may be varied and/or extended only by mutual agreement between the Parties. For Article 7, working days means, any day Monday to Friday that the District Office is open to the public.
- 7.08 Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, the District and the Union may agree to bypass Stages 1 and 2 of this Article.

Employer's Policy Grievance

- 7.09 The District shall have the right to submit any dispute regarding the interpretation of or violation of this Agreement to the Executive Officers of the Union. Failing a satisfactory settlement within five (5) days of the submission, the District shall have the right, upon giving five (5) days notice in writing to the Union, to refer the dispute to a Board of Arbitration constituted in accordance with Article 8.

ARTICLE 8 - BOARD OF ARBITRATION

Composition of Board

- 8.01 The parties agree to the use of a single Arbitrator to resolve matters that remain outstanding upon the completion of the grievance process outlined in Article 7. In the event that the District and the Union are unable to agree upon an Arbitrator the Minister of Labour shall be requested to appoint one.
- 8.02 The decision of the Arbitrator, with respect to an interpretation or alleged violation of this Agreement, shall be final and binding upon the Parties. The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement.

Expenses of Arbitration Board

- 8.03 Each Party shall pay one-half (1/2) of the expenses of the Arbitrator.

ARTICLE 9 - SENIORITY

Calculation of Seniority

- 9.01 (1) Seniority is defined as the length of service that an employee has with the District and shall be applied on a bargaining unit wide basis. Where seniority is equal the Union will hold a lottery as the determining factor.

Regular Full-Time, Part-time and Seasonal Employees

- (2) Following the probationary period, seniority credits shall commence from the service date of the employee and shall apply in all areas of this agreement.

Casual/Temporary Seniority

- (3) No seniority shall accrue for a casual or temporary employee unless that employee is appointed, by letter, to a regular, full or part-time position with the District, thereby attaining the status of a regular employee.

A Casual/Temporary employee who becomes a regular employee shall be credited for purposes of seniority, each day in which that employee worked a full or part-time shift in the two-year period immediately prior to the employee attaining regular status.

Student Employee

- (4) A student employee shall not accrue seniority.

Seniority List

- 9.02 The District shall maintain a seniority list showing the date upon which each employee's service commenced. The seniority list shall be amended in January of each year and copies sent to the Union for posting on its bulletin board(s).

Loss of Seniority and/or Continuing Seniority

- 9.03 (1) An employee shall not lose seniority rights if they are absent from work because of sickness, accident, lay off, WorkSafeBC leave or leave of absence approved by the District. An employee's seniority shall continue to accrue during such absences.
- (2) An employee shall only lose their seniority in the event:
- (a) they are discharged for just cause and are not reinstated;
 - (b) they resign in writing and do not withdraw it within two (2) days;
 - (c) they are absent from work in excess of three (3) working days without sufficient cause or without notifying the District unless such notice was not reasonably possible;
 - (d) they fail to return to work within ten (10) calendar days following recall after a lay off and after being notified by registered mail to do so, unless unable to do so through sickness or other reasonable cause. It shall be the responsibility of the employee to keep the District informed of their current address;
 - (e) they are laid off for a period longer than two (2) years;
 - (f) they accept severance pay; or
 - (g) they retire.
- 9.04 In the event of this Country being at war, the seniority of employees enlisting in the Armed Forces shall continue on, provided that for this purpose an employee returns to their employment with the District within six (6) months following their discharge from the Forces.

ARTICLE 10 - HIRING, PROMOTION, TRANSFER, DEMOTION

Probationary Period

- 10.01 (1) All newly hired regular and temporary employees shall serve a probationary period of five (5) months from the date of hire to determine capability and suitability, in the view of the District, for employment. During this period the probationary employee may be terminated at any time without notice, at the discretion of the District. During this period, employees shall be entitled to all rights and benefits, unless specified elsewhere in this Agreement. The District may extend the probationary period up to an additional five (5) months with the mutual agreement of the Union.
- (2) The Employer shall meet with the employee every thirty (30) days to review job performance.
- (3) The Employer may reject any probationary employee for just cause. The test of just cause for rejection shall be a test of suitability of the probationary employee for continued employment in the position to which they have been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance. Suitability will not only be based on work performance but also on personal characteristics such as compatibility and reliability. Employment may be terminated at any time during this period and entitlement to notice of severance is limited to the minimums set out in the Employment Standards Act.
- (4) For part-time and/or seasonal employees whose scheduled hours will not reach the 600-hour threshold over a twelve (12) consecutive month period their probationary period will be the lesser of 600 hours worked or 365 days from their date of hire. The probationary period for part-time and seasonal employees shall be a total of five (5) months of active employment regardless of the hours they have worked.
- 10.02 On completion of the probationary period, seniority shall be effective from the original date of employment, unless otherwise specified in this Agreement. Union shall be informed upon completion of an employee's probationary period.

Promotions, Transfers, Demotions

- 10.03 The District agrees that in making staff changes, transfers and promotions, the employee having the required qualifications and ability to do the job shall be appointed. Where more than one (1) employee in the bargaining unit applies for the same position, the most senior applicant shall be awarded the position provided the employee possesses the ability and qualifications to do the job. The District shall determine qualifications and ability as per the current job roles and qualifications in a fair and equitable manner.

Job/Position Classification Changes

- 10.04 An employee moving from one classification to another that involves no change in their pay rate shall not be considered as promoted or demoted.

Job Postings

- 10.05 When a new position is created, or when a vacancy occurs, the District shall immediately notify the Union in writing and post notice of the position in the District's office and shop for a minimum one (1) week so that all employees will know about the new position or vacancy. Casual and temporary employees may be considered for vacant positions that have not been filled through the normal posting process before these positions are made available to the general public. To be considered for a vacant position, employees must submit an application to the District.

Information in Postings

- 10.06 The notice referred to in section 10.05 shall contain the following information: nature of position, qualifications, required knowledge and education, skills, current shift, current hours of work, current wage or salary rate or range.

No Outside Advertising

- 10.07 No outside advertisement for any Union vacancy shall be placed until the applications of present Union members have been fully processed.

Processing and Filling of Vacancies/Appointments

- 10.08 Following the processing of applications, the District shall conduct interviews for those employees meeting the posted requirements, and within seven (7) days following the completion of the interviewing, shall notify all applicants of the outcome of the interviews.

Qualifying/Trial Period

10.09 The successful employee appointed to another position shall be placed on a trial for a period of ninety (90) calendar days. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, or if the Employee requests in writing to return to their former position, they shall be returned to their former position, wage, salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority, and any new person hired may be released without notice. During the trial period, qualified employees shall receive the wage rate for the classification. In the event the promoted employee does not have all of the qualifications, they shall receive a wage rate that is the greater of the probationary rate for the position promoted to, as set out in the applicable SCHEDULE OF CLASSIFICATIONS AND HOURLY RATES, or the employees wage rate at the time of application for the vacant position.

Additionally, any Employee who has returned to their previous position within the last two (2) years may not be considered.

Transfers

10.10 An employee may be transferred to a position both within and outside of the bargaining unit. If transferred to a temporary position within the bargaining unit, the employee will be notified in writing, copied to the Union, of the duration of the temporary transfer. If the transfer has the same rate of pay as their former position, the employee shall remain at this pay level.

10.11 (1) If an employee is transferred to a position outside of the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit but will not accumulate any further seniority.

(2) An employee shall have the right to return or be returned to a position in the bargaining unit during the ninety (90) days period.

10.12 If an employee returns to the bargaining unit, they shall be placed in a job consistent with this seniority but not at a higher level than the position held at the time of leaving the bargaining unit. Such return shall not result in the lay off or bumping of an employee holding greater seniority.

10.13 In all cases of a temporary transfer, both within and outside of the bargaining unit, such temporary transfer will not exceed one hundred eighty (180) days unless the Parties to this Agreement mutually agree to extend the time limit(s)

10.14 Unless otherwise notified to the employee, transfers extending beyond the one hundred eighty (180) days shall be considered as a permanent transfer.

10.15 Notwithstanding any of the foregoing, no employee shall be transferred to a position either within or outside of the bargaining unit without their consent.

Notification to the Union

10.16 The Union shall be notified within seven (7) working days of all promotions, demotions, hirings, lay offs, transfers, recalls, and resignations.

On-The-Job Training

10.17 The District shall maintain a system of "on-the-job" training so that every employee shall have the opportunity to receive training and qualify for promotion or transfer in the event of a vacancy arising.

10.18 (1) The District shall post any training courses or "on site" training programs for which an employee may be selected. The bulletin shall contain the following information:

- Type of course/training program
- Time, duration and location
- Minimum qualifications required

This bulletin shall be posted for a period of two weeks on all District bulletin boards (as per section 3.10 of this agreement) to afford interested employees an opportunity to apply for such courses/training. Time limits may be varied by mutual agreement between the parties.

(2) The District will offer training opportunities to employees based on operational needs and organizational goals. Where the Employer identifies a need to send a less senior employee, it must be mutually agreed upon with the union.

Employees are expected to participate in training within their general area of related job duties. The District may also require employees to engage in additional training deemed necessary for the enhancement of skills and job performance.

(3) Training courses offered by the District may take place on or off the premises. While in training, an employee will be paid at their current hourly rate of pay. For off-site training, the employee shall coordinate all aspects of their training including registration, accommodation and travel. The District shall ensure the employee is reimbursed for associated costs or provided with a payment method. Employees will be offered a District vehicle for travel to training purposes if one is available. Per diems will follow the District Policy that is in effect at the time.

(4) When directed by the District to attend training or other functions off the premises travel time shall be paid or banked at the employee's regular rate of pay, not at the overtime rates set out elsewhere in the Agreement.

- (5) For purposes of wages and benefits, time spent on District-provided training shall be considered as time worked. This includes training during a normal seven (7) or eight (8) hour workday and thirty-five (35) or forty (40) hour work week.

ARTICLE 11 - LAY OFFS AND RECALL

Definition of Lay Off

11.01 A lay-off shall be defined as a reduction in the work force or a reduction in the regular hours of work of a regular employee as defined in this Agreement.

Role of Seniority in Lay Offs

11.02 (1) Both Parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay off, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority, subject to qualifications and ability to perform the work of the classification. A reasonable familiarization period will be afforded to such employees.

(2) An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right is qualified to perform the work of the less senior employee. The right to bump shall include the right to bump up. Regular part-time employees shall not be allowed to increase their hours by bumping. The employee must inform the District of their intent to bump or to take layoff within five (5) days of receiving their layoff notice.

(3) Seasonal employees shall not be allowed to bump into regular fulltime positions.

Choosing Severance Pay or Recall Rights

11.03 In case of a lay off, a regular employee who has completed a period of employment of at least six (6) consecutive months shall, within ten (10) days of being notified of the lay off, advise the District of their decision whether to go on the recall-to-employment list for two (2) years, or to accept severance pay, during or at the expiry of recall rights in accordance with the following formula:

Where the employee has completed a period of employment of at least six (6) consecutive months and up to the completion of a period of three (3) consecutive years, two (2) weeks' severance pay; plus one (1) additional week's severance pay for each subsequent completed year of employment up to a maximum of eight (8) weeks' severance pay.

Recall Procedure

11.04 Employees shall be recalled in the order of their seniority, subject to qualifications and ability to perform the work of the classification.

No New Employees

- 11.05 New employees shall not be hired until those laid off and still on the recall list have been given an opportunity of recall. Offers of casual or temporary employment to a laid off employee with recall-to-employment rights shall not affect recall-to-employment rights whether the offer is accepted or not.
- 11.06 It is not the intention of the District to employ a casual or temporary employee instead of employing a regular employee. It is also not the intention of the District to employ a seasonal employee instead of a 12-month employee. Casual and temporary employees are primarily relief employees and may be employed to work full shifts or part shifts on an as needed basis in capacities such as: sickness relief; vacation relief; leave of absence relief. It is understood and agreed that the use of casual or temporary employees will not result in a lay-off nor a reduction of the regular hours of work nor reduce access to overtime of regular full-time and regular part-time employees nor the recall of any laid off employee.

Advance Notice of Lay Off

- 11.07 Unless legislation is more favourable to the employees, the District shall notify employees of a layoff at least ten (10) working days before the effective date.

ARTICLE 12 - HOURS OF WORK, OVERTIME AND WAGES

Hours of Work

12.01 The regular working week shall constitute forty (40) hours, eight (8) hours per day for Public Works staff; and thirty-five (35) hours, seven (7) hours per day for Office staff.

The regular workday may be changed by mutual agreement, between the employee and their supervisor based upon operational and development needs.

12.02 The regular working week, together with the hours of work, may be varied by mutual agreement between the District and the Union under special circumstances.

12.03 (1) Public Works Staff:

(a) The regular working week shall consist of five (5) consecutive eight (8) hour days from Monday to Friday. The regular workday shall be from 8:00 a.m. to 4:30 p.m. with one-half (½) hour for lunch.

(b) The regular workday may be changed by mutual agreement, between the employee and their supervisor, to an eight (8) or a ten (10) consecutive hour schedule between 5:00 am to 7:00 pm with one-half (1/2) hour for a lunch break. At no time will an employee work more than forty (40) hours at straight time in one week.

(c) Between mid April and mid October, a Seasonal employee's regular work week, shall constitute forty (40) hours per week in any five (5) consecutive workday configuration. Between mid October and mid March, a Seasonal employee's regular work week will conform to subsections a. and b. above.

(2) Office Administrative Staff (Including Public Workers Administrative Staff):

The regular working week shall consist of five (5) seven (7) hour days from Monday to Friday inclusive, 8:30 a.m. to 4:30 p.m. with one (1) hour off for lunch.

(a) The modified regular work week shall consist of five (5) seven and one half (7.5) hour days from Monday to Friday inclusive, 8:00 AM to 4:30 PM. This shall allow an employee to bank one-half (.5) hour per day of paid Flex Time Off (FTO) each day. Employees will use their FTO hours at times that are mutually agreeable to their work group. At no time will an employee have more than 28 hours in their FTO bank. Once an employee reaches that threshold, they will no longer be able to work the extra time to contribute to their FTO bank until the amount is reduced to 21 hours or lower.

(3) Summer students regular work week shall constitute forty (40) hours per week in any five (5) consecutive workday configuration.

Paid Rest Periods

12.04 All employees shall be permitted a rest period of fifteen (15) consecutive minutes in both the first half (1/2) and the second half (1/2) of a shift at the job site. Rest periods shall be taken as near as possible at the middle of the first half and second half of the shift. Rest periods shall occur at job sites or within mutually agreeable facilities within the community.

Overtime

12.05 All time worked before or after the employee's regular shift, or, the employee's regular work week, shall be considered overtime.

12.06 (1) Public Works Staff

Shall be paid overtime at one and one-half (1 1/2) times their regular hourly rate of pay for each of the first three (3) hours worked in excess of eight (8) hours in any one day and double their regular hourly rate of pay for each hour worked in excess of eleven (11) hours in any one day from Monday to Friday. For work performed on Saturdays, the employee shall be paid time and one half (1 1/2) for the first eight (8) hours worked and double (2x) time for each hour worked in excess of eight (8) hours. Double (2x) time shall be paid for all time worked on Sunday, Statutory Holidays or an employee's second day of rest. Overtime shall not be paid for less than fifteen (15) minutes.

If an employee has agreed to work a shift, pursuant to Article 12.03, 1) b, time worked in excess of the schedule that was mutually agreed upon will be paid as follows; the first four (4) hours of overtime in the work week will be paid at one and one-half (1 1/2) times their regular rate and all other overtime that week will be paid at double time (2x).

For shifts starting on one calendar day and ending on the next, the entire shift is considered as occurring on the day it started, avoiding the splitting of hours between two days.

(2) Office Staff

Shall be paid overtime at one and one-half (1 1/2) times their regular hourly rate of pay for each of the first three (3) hours worked in excess of seven (7) hours, or in the case of a modified work week seven and one-half hours (7 1/2) in any one day and double their regular hourly rate of pay for each hour worked in excess of ten (10) hours, or in the case of a modified work week ten and one-half hours (10 1/2) in any one day from Monday to Friday. For work performed on Saturdays, the employee shall be paid time and one half (1 1/2) for the first seven (7) hours worked and double (2x) time for each hour worked in excess of seven (7) hours. Double (2x) time shall be paid for all time worked on Sunday, Statutory Holidays or an employee's second day of rest. Overtime shall not be paid for less than fifteen (15) minutes.

For shifts starting on one calendar day and ending on the next, the entire shift is considered as occurring on the day it started, avoiding the splitting of hours between two days.

- (3) Employees working in excess of eleven (11) hours in any one-day shall be paid a meal allowance of \$20.00 or where feasible a meal of an approximate \$20.00 value will be provided in lieu of the allowance. If feasible, the employee shall be provided an unpaid meal break of one-half (1/2) hour. A rest period of fifteen (15) minutes shall be provided after the first two (2) hours immediately following the employee's shift and, except where a meal break has been provided, after each additional two (2) hours.

12.07 (1) Overtime work shall be on a voluntary basis except in the case of an emergency. Where practicable, overtime shall be distributed as equitably as possible among employees, considering qualifications and availability. The District will prepare and post monthly a voluntary overtime on-call/call-out list that any interested employee may enter their name.

- (2) Overtime shall be paid for in wages or taken in compensating time off. The employee shall indicate on their timesheet whether they wish to be paid for the overtime or wishes compensating time off. (For the purposes of clarification, time off in lieu of overtime will be calculated at the overtime rate, not straight time, i.e., overtime calculated at one and a half (1 ½ x) times the hourly rate would be equal to one and a half (1 ½) hours time off in lieu. Overtime calculated at two (2 x) times the hourly rate would be equal to two hours off in lieu).

- (a) Compensating time off may be accumulated in the employee's overtime bank to a maximum of two hundred (200) hours at any one time. If the overtime bank is full subsequent overtime will be paid in cash. Time taken out of the bank, by either time in lieu or cash paid out, may be replenished but no employee shall take more than twenty-five (25) working days off annually in time in lieu.

- (b) Accumulated overtime may be taken at such time or times as are mutually agreed to by the employee and the employer. An Employee must accumulate at least one (1) full day before time off will be given. Time off in lieu of overtime may be taken in one (1) hour increments. Such request shall not be unreasonably withheld.

- (c) Banked time may be carried over to the following year, subject to section 13.13 of this Agreement.

- (d) An Employee who banks overtime and then subsequently changes their mind and requests payment shall be paid for banked overtime on written request giving thirty (30) days' notice for payment and banked time hours will be paid out at the rate of pay at which it was earned.

On-Call/Call-Out

12.08 When an employee is advised that they are "on call", that is immediately by telephone contact, they shall be paid straight time wages in accordance with the following schedule:

- (a) Monday - Friday inclusive (5 p.m. - 8 a.m.)
two (2) hours pay/day
- (b) Saturday, Sunday, Stat. Holidays (8 a.m. - 8 a.m.)
four (4) hours pay/day

The assignment of on-call work shall be on a voluntary basis. Where practicable, on-call opportunities shall be distributed as equitably as possible among employees, considering qualifications and availability. The District will prepare and post monthly a voluntary overtime on-call/call-out list that any interested employee may enter their name. Seasonal employees are not eligible to be "on call".

12.09 All hours actually worked by an "on-call" employee shall be paid at overtime rates in accordance with the overtime provisions of this Agreement. An employee designated for on-call duty shall be available during their period of on-call and shall be required to investigate problems, call out additional staff and to become part of a work crew when necessary. When the "on call" rotation list is created, senior employees will be given first choice on available dates. All on-call time is non-bankable and must be paid out in the pay period earned. For clarification purposes all straight time worked is non-bankable and all overtime worked is bankable.

- 12.10
- (a) An employee, not on-call, who is called-out to work any time other than their regular shift, shall be paid for a minimum of four (4) hours at the base rate for the job, or in accordance with overtime provisions of the Collective Agreement, whichever is the greater. The four (4) hours minimum does not apply, however, when the call-out overtime continues into the employee's regular work shift, or if the employee is called back to work before leaving the premises.
 - (b) An employee, not on-call, but who is contacted by the call centre relating to an alarm sent from the SCADA (Supervisory Control and Data Acquisition) system, shall be paid one (1) hour provided they are not required to attend the site of the issue and can adequately deal with the matter remotely via cell phone or web access. If the employee is called repeatedly during that initial one (1) hour period only one pay period is required. If the employee is called beyond the initial period, they will be entitled to be paid an additional hour for each period, to the maximum of the on-call as outlined in section 12.08.

12.11 An employee may leave their employment and return home when they have completed the work for which they were called.

Relieving in Higher Rated Positions

- 12.12 Employees assigned by a supervisor to relieve in higher rated positions during any portion of their work shift shall be paid at the higher rated position in the classification for which the work is being performed, resulting in an increase for the period worked. When an employee is assigned to a position paying a lower rate of pay, their rate shall not be reduced.

Pay Days

- 12.13 In the case of exhumation of a body or of any body remains at the cemetery, triple the regular rate of pay shall be paid to an employee for digging out and opening the old grave and removing the remains. This duty to be strictly voluntary and any employee may refuse this duty. Employees may take the premium time as lieu time.
- 12.14 Employees shall be paid every second Friday. If the regular pay day falls on a holiday, employees will be paid on the preceding working day by direct deposit to the employee's bank account.

ARTICLE 13 - STATUTORY HOLIDAYS AND ANNUAL VACATION

Statutory Holidays

13.01 Each regular employee shall receive a day off with pay for all Statutory Holidays listed under section 13.03, provided that they worked or was paid wages for the scheduled day previous to such Statutory Holiday at the rate of pay received on the scheduled day prior to such Holiday. A casual, probationary or temporary employee shall be entitled to receive a day off with pay for all Statutory Holidays provided the conditions of the *Employment Standards Act* are met.

13.02 In the event of illness or accident occurring prior to or on the scheduled day following said Statutory Holiday and providing such occurs during the course of time employed, the employee may be directed to present to their Supervisor, a doctor's certificate substantiating the illness or accident.

13.03 (1) The recognized Statutory Holidays shall be as follows:

New Year's Day

Family Day

Good Friday

Easter Monday

Victoria Day

Canada Day

British Columbia Day

Labour Day

Thanksgiving Day

National Day for Truth and Reconciliation

Remembrance Day

Christmas Day

Boxing Day

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

(2) In addition to the holidays named in subsection (1), each regular employee shall be entitled to three (3) Personal Days of paid leave during each calendar year the employee is employed. Employees may take holidays at their discretion, with prior approval from their supervisor. The leave will be prorated to the employee's hours worked during the calendar year.

Carryover of these days shall not be carried over into a subsequent year.

Compensation for Holidays

- 13.04 When any of the Statutory Holidays listed in section 13.03 (1) fall on a Saturday or Sunday and is not declared or proclaimed as being observed on some other day, the following Monday (or Tuesday where the preceding Monday is declared or proclaimed a holiday) shall be deemed to be the holiday. Calculations, however, for the Statutory Holiday shall remain the actual calendar date.
- 13.05 An employee who is not scheduled to work on any of the Statutory Holidays listed in section 13.03 shall receive holiday pay equal to one (1) day of pay.
- 13.06 When any of the above noted holidays fall on an employee's scheduled day off, the employee shall receive a day's pay or another day off with pay at a time arranged by mutual agreement.
- 13.07 When any such holiday falls during an employee's vacation with pay, and they would have become entitled to pay for such a holiday not worked, had the employee not been on vacation, they shall receive an additional day of vacation with pay in lieu thereof.
- 13.08 All work performed on any such Statutory Holiday as listed in section 13.03 (1), shall be paid for at double time of the base rate for the work performed by the employee, in addition to the pay received for the Statutory Holiday, as set out in section 13.03.

Vacation Year

- 13.09 The vacation year shall be the calendar year. The District shall ensure that each employee's vacation balance is readily accessible through the District's Human Resources Information System (HRIS). Employees shall be able to view their current vacation balance, accruals, and usage at any time.

Vacation with Pay

- 13.10 (1) Employees shall earn vacation leave with pay at the rates listed below as per that full year of service. Anything less than a full year shall be pro-rated based on the regular hours the employee would have received as if they would have worked.
- (2) In each of the first to the fifth calendar years of service, a permanent employee shall earn three weeks.
- (3) In each of the sixth to the ninth calendar years of service, a permanent employee shall earn four weeks vacation.
- (4) In each of the tenth to the fifteenth calendar years of service, a permanent employee shall earn five weeks vacation.
- (5) In each of the sixteenth to the twentieth calendar years of service, a permanent employee shall earn six weeks vacation.
- (6) Commencing their twenty first calendar year of service, permanent employees shall receive one (1) additional day of annual vacation with pay for each additional year of service.
- (7) Regular part-time employees and Seasonal Employees shall be paid vacation pay prorated to the employee's days of work during that year. Periodic reviews will be conducted to adjust the vacation pay in accordance with actual hours worked.
- (8) For each period consisting of thirty (30) consecutive calendar days that a 12-month employee is absent from work without pay, one-twelfth shall be deducted from the vacation with pay to which the regular employee would otherwise be entitled in that calendar year.
- (9) A permanent employee shall take vacation leave with pay during the calendar year in which it is being earned, and any as yet unearned days of vacation leave with pay in that calendar year shall be an advance to the employee and repayable to the District.
- (10) A probationary employee shall not be allowed to take vacation with pay during the probationary period.
- (11) While on vacation leave with pay, a 12-month employee will continue to receive pay as if the employee was at work and the amount will be based on that employee's normal basic work pattern.

Vacation Leave with Pay - Casual & Temporary

- 13.11 A casual and a temporary employee shall be paid vacation pay equal to 4% of their gross earnings on each pay cheque.

Seniority for Dates

- 13.12 (1) Employees will submit their vacation by the end of January, and the Employer will have the vacation calendar approved no later than two (2) weeks following. Where two (2) or more employees bid on the same vacation period and operational requirements permit only one (1) employee to take that vacation period, then the most senior employee shall have their choice of that period.

Carry Over of Annual Vacation

- 13.13 Employees are permitted to carry over a combination of ten (10) days in Annual Vacation or banked overtime in any calendar year. For requests in excess of ten (10) days, approval must be granted in writing by the District, and will not be unreasonably denied. If an employee's scheduled vacation extends beyond December 31, the entire vacation time for the vacation year in which it commenced.

ARTICLE 14 - SICK LEAVE

Definition of Sick Leave

14.01 Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, or as noted in 13.06(2), because of an accident for which compensation is not payable under the *Workers Compensation Act*.

Sick Leave Credit

14.02 a) At the beginning of each year, sick leave shall be granted to regular full-time employees at the rate of 1¼ days for every month of service and to regular part-time employees on a pro-rata basis. In any one year, where an employee has not had sick leave or only a portion thereof, they shall be entitled to an accrual of all the unused portion of sick leave for their future benefit up to a maximum of 150 days.

b) When an employee has a minimum of seventy-five (75) days of sick leave banked and at the end of the current year, has at least five (5) days of unused sick leave accrued from the current calendar year, the employee may choose to either:

1. Add these days to their sick leave bank, or
2. Convert them to one (1) additional day of Personal Leave for every five (5) days of unused sick leave in the following year, provided their total leave bank does not fall below the minimum required in this article.

Sick Leave Pay

14.03 In the event of illness, regular employees shall receive sick leave pay based on their normal daily hours of work and their base rate, to the extent of available sick leave credits.

14.04 (1) A deduction shall be made from the sick leave bank for all normal working days absent for sick leave.

(2) In the event an employee is hospitalized while on vacation, the days while hospitalized may be deducted from their sick leave credits upon request of the employee, and on the production of proof of hospitalization.

Sick Leave Records

14.05 Immediately after the close of each calendar year, the District shall advise each employee, in writing, of the amount of sick leave accrued to their credit.

Proof of Illness

- 14.06 (1) An employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) working days certifying that they were unable to carry out their duties due to illness. The doctor fee for such medical certificate shall be borne by the District.
- (2) If an employee is found to have wilfully misrepresented themselves as being ill, they shall refund all such sick leave pay to the District and may be subject to discipline.
- 14.07 If a regular employee has exhausted their accumulated sick leave credits, they may choose one of the following options:
- (a) The employee will be entitled to access future sick leave credits.
 - (i) Such access will be limited to no more than the amount of available vacation and bank time that the employee currently has. For clarification purposes, this limitation is provided to ensure that the District has monies available for the collection purposes in the case of an employee not returning to work.
 - (b) The employee may access EI sick leave benefits
 - (c) The employee may take an approved unpaid medical leave of absence.

ARTICLE 15 – PREGNANCY/PARENTAL LEAVE

Pregnancy Leave/Parental Leave

- 15.01 (1) Upon written request, leave of absence without pay and without loss of seniority shall be granted for pregnancy to a maximum of one (1) year. The employee returning to work after pregnancy leave shall provide the District with at least four (4) weeks notice and on return from pregnancy leave, the employee shall be reinstated in all respects by the District in the position previously occupied by the employee, or in a comparable position and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.
- (2) Upon written request, parental leave shall be granted to either the mother or father of the child as per the *Employment Standards Act*.

Employment During Pregnancy

- 15.02 The District shall not deny a pregnant employee the right to continue employment during the period of pregnancy when their duties can reasonably be performed. The District may require proof of the employee's capabilities to perform their normal work through the production of a medical certificate.

Length of Pregnancy Leave

- 15.03 (1) Pregnancy leave shall cover a period of up to one (1) year before or after the birth or adoption of a child. Where a doctor's certificate is provided stating that a longer period of maternity leave is required for health reasons, an extension up to a maximum of three (3) additional months shall be allowed. General leave may be granted where additional leave is required because of the health of the newborn child.
- (2) Regardless of the date of the commencement of the pregnancy leave, the employee shall not return to work before the expiration of six (6) weeks following the actual date of the birth of the child unless they make a request in writing to the District at least one (1) week prior to the date of return to work and provided they furnish the District with a doctor's certificate stating they are able to return to work.
- 15.04 A regular employee shall retain full employment status and accumulate all benefits of this Agreement while on maternity leave.

- 15.05 The services of an employee who is absent from work in accordance with this Article for up to one (1) year shall be considered continuous for the purpose of any pension, medical, vacation, or other plan beneficial to the employee, and the District shall continue to make payment to the plan in the same manner as if the employee were not absent where:
- (a) the District pays the total cost of the plans; or
 - (b) the employee elects to continue to pay their share of the cost of a plan that is paid for jointly by the District and the employee.

Pregnancy Leave Allowance

- 15.06 (1) An employee who qualifies for maternity leave pursuant to Section 15.01, shall be paid a pregnancy leave allowance in accordance with the Supplemental Unemployment Benefit (SUB) Plan. To receive this allowance the employee must provide to the District proof that they have applied for and are eligible to receive employment insurance benefits pursuant to the Employment Insurance Act. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for maternity leave allowance.
- (2) When an employee takes a maternity leave to which they are entitled pursuant to the *Employment Standards Act*, the employee shall be paid for the first two (2) weeks of the leave either out of their accumulated sick leave bank or vacation time, whichever the employee chooses.
- (3) Pursuant to the Supplemental Unemployment Benefit (SUB) Plan, the pregnancy leave allowance will consist of the difference between seventy-five percent (75%) of the employee's basic pay and the amount of the employment insurance gross benefits for a maximum period of a further twelve (12) weeks.

Deemed Resignation

- 15.07 An employee shall be deemed to have resigned on the date upon which leave pursuant to Section 15.01 commenced unless they advise the District of their intent to return to work at least one (1) month prior to the expiration of the leave taken pursuant to Article 15 or if they do not return to work after having given such advice

Pregnancy Leave Allowance Repayment

- 15.08 To be entitled to the pregnancy leave allowance pursuant to Section 15.06 an employee must sign an agreement that they will return to work and remain in the District's employ for a period of at least one (1) year after their return to work. Should the employee fail to return to work and remain in the employ of the District for a period of one (1) year, the employee shall reimburse the District for all the maternity leave allowance received under Section 15.06.

ARTICLE 16 - APPROVED LEAVE

Collective Bargaining Leave

- 16.01 Union bargaining representatives in the employ of the District shall have the right to attend collective bargaining meetings, if held during regular working hours without loss of remuneration as it is considered time worked. No more than four (4) employees may avail themselves of this right at any point in time.

Paid Jury or Court Witness Duty Leave

- 16.02 In the event an employee is required to perform jury or court witness duty on a day on which they would normally have worked, the employee shall receive pay for such duty at their regular straight time hourly rate of pay for their regularly scheduled hours of work. It is understood that such payment shall not be for hours in excess of eight (8)/seven (7) hours per day or forty (40)/ thirty-five (35) hours per week. The employee shall remit payment received from the court for such jury duty to the District. The employee shall return to work if dismissed by the Invermere court before 12:00 noon.

Unpaid Leave General

- 16.03 The District shall grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the District.

Union Leave

- 16.04 Upon notice of one (1) month, leave of absence without pay and without loss of seniority shall be granted upon request to the District, to employees elected or appointed to represent the Union at Union conventions. Such time shall not exceed a total of thirty-five (35) working days in any one (1) year and is subject to the discretion and approval of the employer. Any employee off work on Union business shall continue to receive full wages from the District and the District shall bill the Union the full cost of these wages and all related benefits.
- 16.05 An employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated or who is elected to public office, other than the District Council, shall be granted leave of absence without pay and without loss of seniority for a period of one (1) year. Such leave shall be renewed at the beginning of each year during their term of office.

Bereavement Leave

- 16.06 (1) A regular employee shall be granted five (5) regularly scheduled work days leave without loss of pay and benefits, in the case of a miscarriage, death of a parent, wife, husband, common-law spouse, brother, sister, child, stepchild, common law child, mother-in-law, common law mother-in-law, father-in-law, common law father-in-law, brother-in-law, sister-in-law, grandparent or grandchild. Where additional time is required for travel to attend the funeral, leave without pay for such time will not be unreasonably denied.
- (2) A regular employee shall be granted one (1) day with pay to be a Pallbearer or Honour guard (within the Upper Columbia Valley – Canal Flats to Spillimacheen) and ½ day with pay to attend a funeral.

Medical Care Leave

- 16.07 (1) Employees shall be allowed up to five (5) days paid leave of absence per year in order to engage in personal preventive medical health and dental care, provided that such days shall be charged against the employee's sick leave. On request, employees may be required to show proof of medical or dental care.
- (2) In the case of illness or to engage in the preventative medical health and dental care of a dependent child, spouse or parent of an employee, and when no one at the employee's home other than the employee can provide for such needs, the employee shall be entitled, after notifying their supervisor, to use paid leave for this purpose. Such leave will be deducted from the employee's accumulated sick leave. Such leave shall also include travel time to transport a child, spouse or parent to a hospital or to a medical facility for medical referrals.
- (3) Employees shall be allowed up to five (5) days paid leave of absence per year for personal health, provided that such days shall be charged against the employee's sick leave.

Leave for Birth or Adoption of Child

- 16.08 An employee shall be granted three (3) days off with pay for the birth or adoption of their child.

Adoption Leave

- 16.09 An employee, up request, shall be entitled to the Parental Leave provisions of Article 15 when adopting a child.

District Fire Service Program

- 16.10 a) Employees who participate in the District's Fire Service program (Program) and are called into service will be granted a paid leave by the District for the time they are required to perform services during their regular workday.
- b) To ensure that Employees are not compensated twice the hours worked for which they have received payment from the District will be deducted from their quarterly payment from the Fire Service Program.

Domestic Violence Leave

- 16.11 The Employer recognizes that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance at work. Workers experiencing domestic violence will be able to access up to ten (10) days of paid leave which will be deducted from their sick bank , for attendance at medical appointments, legal proceedings and any other necessary activities. This leave may be taken as consecutive or single days or as a fraction of a day, upon approval. Employees that have exhausted their sick leave may choose to utilize their vacation or be provided time off without pay. Additionally, they can take up to fifteen (15) weeks of unpaid leave if needed. The employee and Employer will only disclose relevant information on a "need to know" basis to protect confidentiality while ensuring workplace safety.

Pandemic Pay

- 16.12 During a health pandemic as established by the Provincial Health Officer the Employer shall:
- a) Subject to reasonable notice to an immediate supervisor, any Employee scheduled to receive a vaccination for any vaccine-preventable condition shall be entitled to a maximum three (3) hours of paid leave to undertake this procedure.
- b) Full and Part Time Regular, Seasonal and Temporary Employees shall be entitled to fifteen (15) Pandemic Pay days, renewing but not accumulating per recurring annum.
- c) Pandemic Pay days are separate from and do not affect the annual Sick Leave allocation. Employees on Special Sick Leave shall continue their current rate of pay and receive all applicable benefits and entitlements per the Collective Agreement as if they were on regular Sick Leave.

ARTICLE 17 - GENERAL PROVISIONS AND CONDITIONS OF EMPLOYMENT

Employment Abandonment

17.01 If an employee is absent from work for a period of three (3) working days without sufficient cause and fails to notify the District and/or communicate with the District, the employee will have been considered to have abandoned their employment.

An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not having informed the District.

District Property

17.02 Employees must return to the District all District property in their possession at the time of termination of employment.

Badges and Insignia

17.03 Employees shall be permitted to wear Union pins or badges.

Clothing Allowance

17.04 (1) Each regular employee employed in the Public Works Department shall receive the following each year:

- (a) two (2) pairs of gloves (additional gloves shall be provided if no longer usable, at the discretion of the Supervisor).
- (b) Standard safety eye and ear protection as needed.

(2) (a) Each 12-month Public Works employee, excluding administrative staff, will receive annually up to eight hundred dollars (\$800) for purchasing safety gear and work wear. Examples of eligible items include safety boots, coveralls, overalls, weather wear, and custom eye and ear protection as well as specialty gloves. Employees must provide receipts within thirty (30) days.

(b) Each Seasonal employee employed in the Public Works Department will receive annually up to four hundred and fifty dollars (\$450) for purchasing safety gear and work wear. Examples of eligible items include safety boots, coveralls, overalls, weather wear, and custom eye and ear protection as well as specialty gloves. Employees must provide receipts within thirty (30) days.

(c) Students upon the completion of their first year of contract, minimum of 240 hours, shall receive one hundred dollars (\$100) for purposes of footwear.

- (3) All regular employees will be provided with two (2) shirts annually with the District of Invermere logo, one (1) summer and one (1) winter. These shall be replaced as required. The District, in consultation with the Union Executive, will determine what type of shirt will be purchased.
- (4) Laundered clothing at the District's cost will be those contaminated with sewer, oil, chemical or blood born pathogen.
- (5) If a probationary employee does not complete their probationary period, they shall be required to repay the District for the clothing allowance provided during the probationary period. The amount to be repaid will be prorated based on the duration of employment within the probationary period.

Indemnification of Employees

- 17.05 (1) The District shall indemnify and save harmless each employee from and against any damages and costs awarded against the employee in a civil proceeding arising out of any act or omission of the employee in the course of performing their duties, including any duty imposed by statute. This indemnity includes any amount which must be paid to settle any civil proceeding and includes any expenses necessarily and reasonably incurred by the employee for the purposes of the proceeding or its settlement.
- (2) The indemnity given under subsection (1) does not apply:
 - (a) if the employee has been found in the civil proceeding to have acted fraudulently, acted dishonestly, acted maliciously, to have wilfully misconducted themselves, or to have been grossly negligent, or
 - (b) if the cause of action is libel or slander.
 - (3) The District may in its sole discretion assume conduct of any proceeding to which this indemnity applies by giving notice to the employee. If the District assumes conduct of a proceeding, it may appoint counsel of its choice and may conduct the proceeding as the District considers desirable. The employee must cooperate with the District and do everything reasonably required by the District in the conduct of the proceeding.

ARTICLE 18- SAFETY

Joint Occupational Health and Safety Committee

- 18.01 The parties agree that a Joint Occupational Health and Safety Committee (JOHSC) shall be established. This Committee shall govern itself in accordance with the provisions of the Occupational Health and Safety Regulation, as made under the Workers Compensation Act of British Columbia.
- 18.02 A Joint Safety Committee shall be established comprising of one (1) Supervisory employee from each department of the District appointed by the District and one (1) employee from each department of the District appointed, selected or elected by the Union.
- 18.03 The Joint Safety Committee shall govern itself in accordance with the provisions of the Industrial Health and Safety Regulations made pursuant to the Workers Compensation Act.
- 18.04 The Joint Safety Committee shall meet monthly or at the call of either party and shall discuss, recommend and record all action necessary to improve hazardous conditions at the workplace. Copies of the minutes of the joint safety Committee meetings shall be sent to the Parties.
- 18.05 Time spent by Committee members in the performance of their duties during working hours, including preparing for or attending a committee meeting or carrying out any functions or duties as a committee member in accordance with the Workers Compensation Act, shall be considered as time worked and the employees will be paid at their regular hourly rates of pay.

Hepatitis B Shots

- 18.06 Any employee who may be required to work on or in sewers or raw sewage, shall have a Hepatitis B shot without cost to the employee. Any employee working in a hepatitis hazardous area shall be eligible for such a shot, without cost, at the employee's option.

ARTICLE 19 - BENEFITS AND HEALTH CARE PLANS

Superannuation

19.01 All eligible employees shall apply for superannuation in conformity with the *Pension (Municipal) Act*.

Employment Insurance

19.02 The District agrees that all employees shall remain insurable under the *Employment Insurance Act (Canada)*.

Group Life Insurance

19.03 Upon completion of three (3) months employment, all regular employees shall join the group life insurance plan provided by the District and the District shall pay the actual cost of the premium of such group plan providing coverage of two times the annual earnings per employee up to the age of 65.

Medical Plans

19.04 (1) Upon completion of three (3) months continuous employment, all regular employees shall join the group medical health plan provided by the District. The District shall pay the actual cost of the premium for this plan except for Long Term Disability.

(2) The premiums for the B.C. Medical Services Plan will be paid 100% by the District if the Province returns to a resident pay system for medical premiums.

(3) The premiums for the Extended Health Benefit Plan will be 100% paid by the District.

This Plan shall include eye glass coverage for each employee and family member to a maximum of \$350.00 every 2 years.

Dental Plan

19.05 (1) All eligible permanent employees shall participate in a dental plan. The premium for the plan will be 100% paid by the District.

(2) Coverage will be:

Plan A - 100% co-insurance

Plan B - 80% co-insurance.

Plan C - 50% co-insurance; for children only; to a lifetime maximum of \$4,000.00.

Long Term Disability Plan

- 19.06 (1) All eligible regular employees shall participate in a Long-Term Disability Plan. Seasonal employees do not qualify for LTD coverage. The District shall implement a mutually agreeable Plan which shall provide coverage for 67% of an employee's annual salary to age 65 based on an employee's ability to perform all of the required functions of their "own occupation". The District agrees to make deductions from employee's paycheques and remit the same amount to the carrier for the premiums on the 100% employee paid Long Term Disability Plan.
- (2) While on Long Term Disability, an employee shall accumulate seniority and shall be entitled to all rights and benefits under this collective agreement. All employee benefits shall be maintained by the District while an employee is disabled for a maximum duration of two (2) years from the date of disability.
- (3) The Municipal Superannuation Plan contributions are waived while receiving benefits. The employee will; however, continue to have pensionable service and contributory service credited to their accounts.
- (4) An employee who is no longer deemed disabled under the provisions of the disability income maintenance program shall be placed in their former or equivalent position with the District. In the event that the disabled employee is replaced with a "temporary employee", Clause 20.01(4) will be waived, allowing temporary status to continue for a period not exceeding two years. The employee's temporary replacement will be terminated upon the disabled employee's return to work.

Workers' Compensation

- 19.07 No employee shall have their employment terminated as a result of absence from work with a compensable injury or claim. While off work with an accepted insurable claim, including appeals, the employee shall continue to accrue seniority and shall continue to receive the full benefits of this agreement. Pending a settlement of the insurable claim, the employee shall continue to receive the full pay and benefits of this agreement. In order to continue receiving their regular salary, the employee shall assign their Compensation cheque to the District, and any excess monies resulting after all deductions/ benefits have been paid on behalf of the employee by the employer shall be reimbursed to the employee. There shall be no limit upon the number of times an employee can benefit from the practice. The purpose of this clause is to ensure that employees do not suffer from interruptions in earnings as a result of accident or ill health. When claims are made for injury under compensation, continuation of pay is to come from the employee's sick leave bank. Depending upon the nature of the claim, the sick leave bank may be replenished by compensation and that employee's sick leave will be credited by the amount of the compensation reimbursement, divided by the employee's hourly wage.

ARTICLE 20 - VARIATIONS

20.01 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during its existence. All changes are to be made as a Letter of Understanding/Agreement, signed by both the District and the Union.

ARTICLE 21 - PRINTING OF AGREEMENT

21.01 The Union will be responsible for the amending and drafting of the Collective Agreement, but the cost associated with the printing and supply of the Collective Agreement will be borne equally between the Parties.

ARTICLE 22 - CLASSIFICATIONS

- 22.01 (1) If a new classification is established by the District, the rate and Classification Specifications will be established by the District and the Union will be advised. If the Union objects to the new rate, in writing, within 30 days, the Parties will meet to negotiate the rate. If the Parties cannot agree on the rate, the rate will be determined by a one-person arbitration board established as provided in the final stage of the grievance procedure.
- (2) If an employee believes that as a result of changes in duties, the duties no longer substantially fall within the employee's classification, the employee may apply for reclassification to another or a new classification. The application will be considered by the District and if the employee is not satisfied with the result, the Union may process the matter of the appropriate classification at Stage 2 and then Stage 3 of the grievance procedure. Should no settlement be reached, the arbitration step may be utilized with a one-person arbitration board. The arbitrator, in such a case, is limited to determining which of the existing classifications is appropriate or requiring the District to establish a new one which is appropriate.
- 22.02 Existing classifications shall not be eliminated without prior agreement with the Union.

Job Descriptions

- 22.03 A copy of current job descriptions will be posted in the workplace and be readily available for employees and the Union to review.

The Employer and the Union agree to continue to meaningfully, productively, and co-operatively create and amend position job descriptions and classifications as required in order to fairly and correctly reflect the duties, and responsibilities of the unionized workforce.

Any amendments or deletions to current and new job descriptions will be mutually agreed upon by both parties and documented in writing.

The District will communicate the changes to all affected Employees.

ARTICLE 23 - EFFECTIVE AND TERMINATING DATES

23.01 This Agreement shall be effective from April 1st, 2025 and shall remain in force until March 31st, 2028 and from year to year thereafter, unless terminated by either Party at any time within the four (4) months immediately preceding the expiry date of this Agreement, by written notice requiring the other Party to commence collective bargaining. If such notice is given, all terms and conditions remain in effect until a new Agreement is ratified or until strike or lockout action is commenced.

ARTICLE 24 - WAGE SCHEDULES, ATTACHMENTS AND ADDENDA

- 24.01 Employees shall be compensated in accordance with the applicable Wage Schedules, Attachments and Addenda appended to this Agreement.
- 24.02 Three Years April 1, 2025, to March 31, 2027
- Year 1 Effective April 1, 2025, a general across the board salary increase to all classifications of 5.0%.
- Year 2 Wages for all employees will be adjusted annually based on the Consumer Price Index (CPI) using the 12-month average change in the BC CPI (all items) as calculated by Statistics Canada as of October 31st. The adjustment will be implemented annually on April 1st for the specified period from April 1, 2026. The parties agree that the annual increase will not be less than 3.5% or exceed 5.0%.
- Year 3 Wages for all employees will be adjusted annually based on the Consumer Price Index (CPI) using the 12-month average change in the BC CPI (all items) as calculated by Statistics Canada as of October 31st. The adjustment will be implemented annually on April 1st for the specified period from April 1, 2027. The Parties agree that the annual increase will not be less than 3.0% or exceed 5.0%.

IN WITNESS WHEREOF the Parties hereto have caused these presents to be signed by their respective officers thereunto lawfully authorized in that behalf, this 2 day of July, 2025.

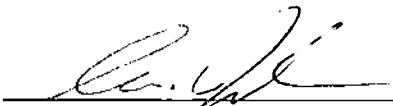
SIGNED ON BEHALF OF:

DISTRICT OF INVERMERE


CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2982



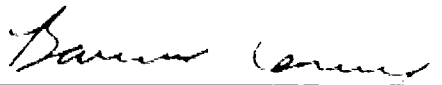
Mayor Al Miller



Jake Jacobsen, President, Local 2982



Dean McKinley, C.A.O.



Barry Conway, National Representative, CUPE

APPENDIX "A" SCHEDULE OF CLASSIFICATIONS AND HOURLY RATES

Classification	April 1, 2025 – March 31, 2026 5.0%		April 1, 2026 – March 31, 2027 CPI 3.5-5.0%		April 1, 2027 – March 31, 2028 CPI 3.0-5.0%	
	Probationary Wage	Regular Employee Wage	Probationary Wage	Regular Employee Wage	Probationary Wage	Regular Employee Wage
	Casual Wage		Casual Wage		Casual Wage	
	Temporary Wage		Temporary Wage		Temporary Wage	
	Trial Period Wage		Trial Period Wage		Trial Period Wage	
Equipment and Roads						
Equipment Operator I	\$36.69	\$37.72	TBD	TBD	TBD	TBD
Equipment Operator II	\$37.79	\$38.80	TBD	TBD	TBD	TBD
Utility Systems						
Utility Operator in Training	\$34.56	\$35.62	TBD	TBD	TBD	TBD
Wastewater Systems Operator III	\$37.79	\$38.85	TBD	TBD	TBD	TBD
Water Systems Operator III	\$37.79	\$38.85	TBD	TBD	TBD	TBD
Utility Operator III	\$37.79	\$38.85	TBD	TBD	TBD	TBD
Acting Utility Supervisor	n/a	\$42.06	TBD	TBD	TBD	TBD
Utility Supervisor	\$44.81	\$46.20	TBD	TBD	TBD	TBD
Parks, Gardens, Facilities and General Labour						
Labourer I (0 to 2 years service in role)	\$31.20	\$32.18	TBD	TBD	TBD	TBD
Labourer II (2 to 4 years service in role)	n/a	\$33.74	TBD	TBD	TBD	TBD
Labourer III (4 + years of service in role)	n/a	\$35.29	TBD	TBD	TBD	TBD
Gardener I	\$33.73	\$34.73	TBD	TBD	TBD	TBD
Gardener II	\$35.23	\$36.29	TBD	TBD	TBD	TBD
Building Maintenance Operator	\$37.13	\$38.18	TBD	TBD	TBD	TBD
Acting Public Works Supervisor	n/a	\$42.06	TBD	TBD	TBD	TBD
Public Works Supervisor	\$44.81	\$46.20	TBD	TBD	TBD	TBD
Bylaw Services						
Bylaw Officer	\$35.25	\$36.34	TBD	TBD	TBD	TBD
Administrative Staff						
Receptionist	\$34.66	\$35.66	TBD	TBD	TBD	TBD
Clerk I (0 to 2 years service in role)	\$34.66	\$35.66	TBD	TBD	TBD	TBD
Clerk II (2 to 4 years service in role)	n/a	\$36.63	TBD	TBD	TBD	TBD
Clerk III (4+ years service in role)	n/a	\$37.70	TBD	TBD	TBD	TBD
Development Coordinator	\$36.69	\$37.72	TBD	TBD	TBD	TBD
Engineering Technician	\$41.31	\$42.59	TBD	TBD	TBD	TBD

Students	April 1, 2025 – March 31, 2026 5.0%		April 1, 2026 – March 31, 2027 CPI 3.5-5.0%		April 1, 2027 – March 31, 2028 CPI 3.0-5.0%	
	Probationary Wage	Regular Employee Wage	Probationary Wage	Regular Employee Wage	Probationary Wage	Regular Employee Wage
	Casual Wage		Casual Wage		Casual Wage	
	Temporary Wage		Temporary Wage		Temporary Wage	
	Trial Period Wage		Trial Period Wage		Trial Period Wage	
Year 1	n/a	\$21.79	n/a	TBD	n/a	TBD
Year 2	n/a	Add \$1.00	n/a	TBD	n/a	TBD
Year 3	n/a	Add \$1.00	n/a	TBD	n/a	TBD
Year 4 plus	n/a	Add \$1.00	n/a	TBD	n/a	TBD
Engineering Planning	n/a	\$28.82	n/a	TBD	n/a	TBD

1. Wages for all employees will be adjusted annually based on the Consumer Price Index (CPI) using the 12-month average change in the BC CPI (all items) as calculated by Statistics Canada as of October 31st. The adjustment will be implemented annually on April 1st for the specified period from April 1, 2026. The Parties agree that the annual increase will not be less than 3.5% or exceed 5.0%.
2. Wages for all employees will be adjusted annually based on the Consumer Price Index (CPI) using the 12-month average change in the BC CPI (all items) as calculated by Statistics Canada as of October 31st. The adjustment will be implemented annually on April 1st for the specified period from April 1, 2027. The Parties agree that the annual increase will not be less than 3.0% or exceed 5.0%
3. Lead hand to be paid at the rate of \$1.00 per hour over and above their regular wage or the highest paid employee in the crew, whichever is greater, provided that the lead hand is specifically assigned this function by the immediate supervisor or management.
4. Promotional advancements for Clerks and Laborers from Level I to II or II to III will be determined by the duration of full-time service in the role.
5. The Gardener I and II positions in Public Works are seasonal, with a modified workweek that includes weekend work (Saturday/Sunday). Gardeners will receive an additional \$0.50 per hour for working on weekends.
6. If a casual position is converted or application is made to a permanent position, the hours worked in consecutive years will be counted and applied towards the next step increase within the same classification for the position.

Appendix "B" - Certification Premiums

Certification Premiums for those with a valid Environmental Operators Certificate Program (EOCP) certification.		
Wastewater Treatment (WWT) or Water Treatment (WT)	Level 1	\$1.00/hr
	Level 2	\$2.00/hr
Wastewater Collection (WWC) or Water Distribution (WD)	Level 1	\$0.50/hr
	Level 2	\$1.50/hr
	Level 3	\$2.50/hr

Certification Premiums will be applied to the Employee's wage as certifications are obtained, effective the date of successful completion.

Proof of certification must be provided to the Director of Public Works and Payroll Clerks.

Certification Premiums will not be applied to the Employee's wage if the employee's certificate is not valid (e.g. due to insufficient continuing education units). The District will provide training opportunities for staff to maintain their CEUs.

These Premiums are accumulative. For clarifications purposes the example below is provided:

Example: Employee 'A' holds a certificate in WWT Level 2, since an operator must hold a Level 1 certificate to be eligible to hold a Level 2 certificate this employee receives the premium for Level 1 and Level 2, meaning they receive \$3.00 per hour in premiums.

APPENDIX "C" - Utility Operator in Training to Utility Operator

At present, there is no mechanism in the Collective Agreement dated April 1, 2019, to March 30, 2025 (the Collective Agreement) to move an employee from the position of Utility Operator in Training to Utility Operator. The two parties named above agree that the following terms and conditions of employment shall apply to Employees who are hired as Utility Operator in Training:

1) Utility Operator in Training

An Employee hired as a Utility Operator in Training must obtain Environmental Operators Certification Program (EOCP) Level 1 certifications for Water (Water Treatment (WT) Level 1, and Water Distribution (WD) Level 1) OR for Wastewater (Wastewater Treatment (WWT) Level 1, and Wastewater Collection (WWC) Level 1), in order to move from the position of *Utility Operator in Training* to *Utility Operator*.

A Utility Operator in Training is required to obtain these certifications within one year of completing their required EOCP hours. If they do not complete these certifications, they shall be returned to their former position without loss of seniority. 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 any new person hired may be released without notice unless they have been employed for more than 600 hours; in that case Article 11 of the Collective Agreement will apply.

2) Utility Operator

Once the Employee has obtained the Utility Operator position, they must obtain the remaining EOCP Level 1 certifications (i.e., Water Treatment (WT) Level 1, Water Distribution (WD) Level 1, Wastewater Treatment (WWT) Level 1, and Wastewater Collection (WWC) Level 1, as required). The District of Invermere will provide opportunities for Utility Operators to complete their required EOCP hours in the various fields and education requirements.

A Utility Operator is required to obtain the remaining certifications within one year of completing their EOCP hours. If they do not complete these certifications, they shall be returned to their former position, prior to being hired as a Utility Operator in Training, without loss of seniority. 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 any new person hired may be released without notice unless they have been employed for more than 600 hours; in that case Article 11 of the Collective Agreement will apply.

3) For clarification purposes, employees who return to their former position will be paid the wage/salary rate of such former position.

Certification Premiums (see Appendix B) will be applied to the Employee's wage as certifications are obtained and will take effect on the date of successful completion.

LETTER OF UNDERSTANDING NO. 1

between

THE DISTRICT OF INVERMERE

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2982

Re: Fire Prevention Public Works Co-Ordinator

The Parties agree to maintain the current position of Fire Prevention Public Works Co-Ordinator as a Temporary position for the life of the collective agreement, unless made redundant by the Employer.

The current wage rate is \$37.00 per hour. The Fire Prevention Public Works Co-Ordinator shall receive all wage increases negotiated as well as maintain all rights of the collective agreement.

The Parties will meet during the life of the collective agreement to discuss any concerns.

SIGNED this 2nd day of July, 2025:

SIGNED ON BEHALF OF:

DISTRICT OF INVERMERE

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2982




Mayor Al Miller



Jake Jacobsen, President, Local 2982



Dean McKinley, C.A.O.



Barry Conway, National Representative, CUPE

LETTER OF UNDERSTANDING NO. 2

between

THE DISTRICT OF INVERMERE

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2982

Re: By Law Position

The Parties agree to discuss Hours of Work for this position as well as to implement a Memorandum of Agreement to address sick and vacation.

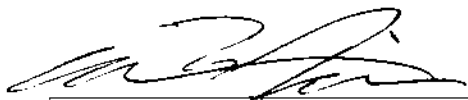
The current incumbent at the time of ratification will receive all rights as per the collective agreement.

SIGNED this 2nd day of July, 2025:

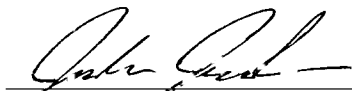
SIGNED ON BEHALF OF:

DISTRICT OF INVERMERE

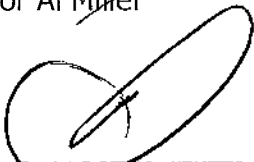
CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2982



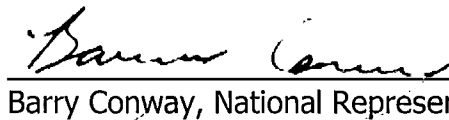
Mayor Al Miller



Jake Jacobsen, President, Local 2982



Dean McKinley, C.A.O.



Barry Conway, National Representative, CUPE

LETTER OF UNDERSTANDING NO. 3

between

THE DISTRICT OF INVERMERE

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2982

Re: Internship Program

The parties agree to allow the Employer to explore and implement an Internship Program. This program will allow for students to participate in and learn a variety of positions within the employ of the District.

The provisions of the Collective Agreement outside of this Letter of Understanding shall not apply to interns.

The Employer will provide all proper PPE for interns, and will ensure they receive a minimum wage of the current wage rate for Summer Student Year 1.

It is understood and agreed that the use of interns will not result in the layoff or reduction of hours for Regular Employees and will not prevent the growth of the bargaining unit.


The Union reserves the right to terminate this LOU with thirty (30) days notice to the Employer.

SIGNED this 2nd day of July, 2025:

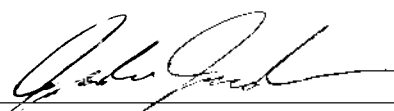
SIGNED ON BEHALF OF:

DISTRICT OF INVERMERE

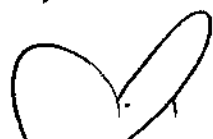
CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2982



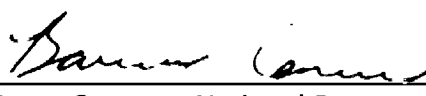
Mayor Al Miller



Jake Jacobsen, President, Local 2982



Dean McKinley, C.A.O.



Barry Conway, National Representative, CUPE

LETTER OF UNDERSTANDING NO. 4

between

THE DISTRICT OF INVERMERE

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2982

Re: Public Works Scheduling

The parties will meet to review and explore the ability to offer ten (10) hour shifts and flex time for Public Works staff.

The review will break down where these programs can operationally be feasible within departments as well as seasonally.

Front line staff will be included in these conversations.

Where barriers are identified, the parties will turn their minds to finding solutions.

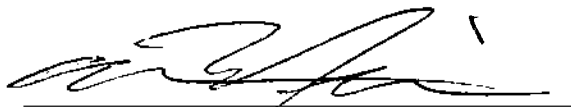
Where ten (ten) hour shifts or flex time for Public Works employees is feasible, then the parties will work together to implement.

SIGNED this 2nd day of July, 2025:

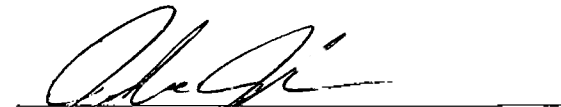
SIGNED ON BEHALF OF:

DISTRICT OF INVERMERE

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2982



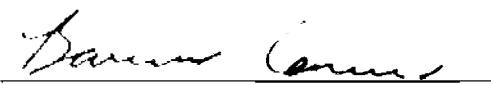
Mayor Al Miller



Jake Jacobsen, President, Local 2982



Dean McKinley, C.A.O.



Barry Conway, National Representative, CUPE