

COLLECTIVE AGREEMENT

BETWEEN:



THE DISTRICT OF CLEARWATER

AND:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 900**



EFFECTIVE: JANUARY 1, 2025 – DECEMBER 31, 2026

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AGREEMENT BETWEEN:
THE DISTRICT OF CLEARWATER
(hereinafter called the "Employer")
and
THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 900
(hereinafter called the "Union")

PREAMBLE

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

To promote harmonious relations and settled conditions of employment between the Employer and the Union;

To recognize the mutual value of joint discussion and negotiations in all matters pertaining to working conditions, hours of work, and scale of wages, etc.

To encourage efficiency in operation;

To promote the morale, well-being and security of all the employees in the bargaining unit of the Union;

AND WHEREAS it is now desirable that method of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an agreement;

NOW THEREFORE the parties hereto agree as follows:

ARTICLE 1 RECOGNITION AND NEGOTIATIONS

1.01 Recognition and Negotiations

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

1.02 No Other Agreement

No employee shall be required or permitted to make any written or verbal agreement with the Employer or their representative(s) which may conflict with the terms of this Collective Agreement.

ARTICLE 2 NO DISCRIMINATION

2.01 No Discrimination

The Employer agrees that there shall be no discrimination exercised or practised with respect to any employee by reason of race, colour, gender, creed, national origin, marital status, political or religious affiliation, nor by reason of the employee's membership in a labour union and the employees shall at all times and in like manner act in good faith toward the Employer.

ARTICLE 3 EMPLOYER'S RIGHTS

3.01 Management and Operation of the Working Forces

The management and operation of, and the direction and promotion of the working forces is vested in the Employer, provided however that this will not be used for purposes of discrimination against employees, nor be inconsistent with provisions of this Agreement.

3.02 Employer's Right to Select Employees

The Employer shall have the right to select its employees and to discipline or discharge them for proper cause, subject to the terms and conditions of the Agreement.

ARTICLE 4 UNION SECURITY

4.01 Membership in the Union

Every employee who is now or hereafter becomes a member of the Union shall maintain their membership in the Union as a condition of employment, and every new employee whose employment commences hereafter shall, after the commencement of their employment, become a member of the Union as a condition of employment.

ARTICLE 5 CHECKOFF OF UNION DUES

5.01 Union Dues as a Condition of Employment

The Employer agrees to the compulsory checkoff of all union dues as a condition of employment. Said dues are to be paid and deducted bi-weekly and forwarded to the union secretary with a list of those paying dues, and the amount each pays. All employees, as a condition of continued employment, shall be liable to union dues deductions.

ARTICLE 6 THE EMPLOYER SHALL ACQUAINT NEW EMPLOYEES

6.01 Acquaint New Employees

The Employer agrees that on commencement of employment an elected Union designate (i.e. Shop Steward) will provide the new employee(s) a one half (½) hour orientation on the roles of the Collective Agreement.

6.02 Copy of the Agreement

Newly hired employees shall be presented with a copy of the Agreement by the Employer on commencement of employment. The Employer will supply the Union with revised copies of the Collective Agreement as required. In addition, employees shall be presented with a union membership card/union dues check off card. The dues check off card to be signed and given back to the Employer who in turn shall forward it to the union shop steward.

ARTICLE 7 LABOUR MANAGEMENT NEGOTIATIONS

7.01 Bargaining Committee

A bargaining committee shall be appointed and consist of not more than two (2) members of the Employer as appointees of the Employer, and not more than two (2) members of the Union as appointees of the Union. The Union will advise the Employer of the Union nominees to the committee.

7.02 Additional Representatives

Each party to this Agreement shall have the right to have the assistance of a representative when dealing or negotiating with the other party.

7.03 Function of Bargaining Committee

All matters of mutual concern pertaining to rates of pay, hours of work, working conditions, collective bargaining, etc., shall be referred to the bargaining committee for discussion and settlement.

7.04 Time Off for Meetings

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

7.05 Labour-Management Committee

A joint Labour-Management Committee shall meet at least once every two (2) months or within five (5) days of either party requesting a meeting. The purpose of such meetings will be to discuss and resolve problems and concerns each party may have. There shall be up to two (2) members from each party on this Committee. Time off for employees to attend the Committee meeting

shall be given with pay.

ARTICLE 8 DEFINITION OF EMPLOYEE

8.01 Full Time and Part Time

Full Time and Part Time Employees are those who have been assigned to a permanent position and those who have completed their initial probation which is four hundred and eighty (480) hours for all employees.

8.02 Temporary

Temporary Employees are those who are hired for a term not exceeding two consecutive years (except by mutual agreement of the parties). Temporary Employees shall not be placed on the seniority list until they have passed probation.

8.03 Casual

Casual Employees are those who have no guarantee of hours and have no fixed term of employment. Casual Employees shall have the right to hold multiple casual classifications. Casual Employees shall not be placed on the seniority list until they have passed probation.

8.04 Seasonal

Seasonal Employees are those who are scheduled for full time or part time hours in a permanent seasonal position and who are subject to an annual off-season (with right of first recall to that position in the next year). Seasonal Employees shall not be placed on the seniority list until they have passed probation.

ARTICLE 9 SENIORITY

9.01 Seniority List

Except as otherwise expressly provided, seniority shall be defined as an employee's length of service with the Employer from the date of hiring. No employee shall be entitled to seniority until they have completed their probationary period as provided for in this Collective Agreement. Upon successful completion of the probationary period, seniority shall then be in effect from the date of hiring.

9.02 Seniority for New Employees

Newly hired employees shall be considered on a probationary basis for a period of four hundred and eighty (480) hours from the date of hire as outlined in Article 8.01.

During the probation period, employees shall be entitled to all rights and privileges of this Agreement. After completion of the probation period, seniority shall be effective from the original date of hiring. During the probationary period employees may be terminated at the discretion of the Employer provided however, that such discretion is applied in a fair and reasonable manner. If it is shown on behalf of the employee that they are suitable for continuing employment they shall be reinstated.

9.03 Seniority During Absence

If an employee is absent from work because of sickness, accident, layoffs, or leave of absence approved by the Employer, the employee shall not lose seniority rights.

An employee shall only lose their seniority in the event:

- a) They are discharged for just cause and is not reinstated.
- b) They resign.
- c) They are absent from work in excess of three (3) working days without notifying their Employer unless such notice was not reasonably possible.
- d) After a layoff, they fail to return to work within ten (10) calendar days of being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address.
- e) They are laid off and not re-employed within twelve (12) months.

ARTICLE 10 LAYOFFS AND REHIRINGS

10.01 Layoff and Rehiring Procedure

- a) Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority provided that they are reasonably competent to fill the position.
- b) In the event a layoff appears to be for a period greater than thirty (30) working days, the employees in the bargaining unit having the most seniority shall be retained at work providing such employee(s) are reasonably competent to do the work. Employees shall be recalled in the order of their seniority provided that they are reasonably competent to fill the position.
- c) In the event of the elimination of any job in the bargaining unit, the employee(s) affected shall first exercise their seniority in their classification, then in the bargaining unit, in that order respectively if they are reasonably competent to fill the position.

10.02 Notice of Layoff

The Employer shall notify employees who have completed their probationary period and who are to be laid off, thirty (30) calendar days, before the layoff is to be effective. If it is not possible to give such notice, or any part of it, the Employer shall pay to the employees, one (1) full day's wages for each day of notice not given. The above will not apply when layoff is occasioned by conditions beyond the control of the Employer. If the layoff period is less than thirty (30) calendar days, notice is not required.

10.03 Recalls

In the case of employees who are laid off due to lack of work, such employees shall be entitled to recall for employment in order of seniority, provided they are qualified to do the work available.

ARTICLE 11 PROMOTIONS AND STAFF CHANGES

11.01 Employer Shall Notify Union

Prior to filling any Union position or promotion covered by the terms of this Agreement, the Employer shall notify the Union in writing and post notice of the position on all bulletin boards and employee's emails for a minimum of five (5) working days in order that all members will know about such position and be able to make written application. Such notice shall contain the following information: nature of position, required knowledge and education, ability and skills, shift and wage and salary rate or range.

Upon mutual agreement of the parties, internal and external postings may occur concurrently.

11.02 Method of Making Appointments

Both parties recognize that job opportunity should increase in proportion to length of service. Therefore, in making staff changes, appointments shall be made of the applicant senior in service, and having the required qualifications. The successful applicant shall be placed on trial period of sixty (60) working days. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, they shall be returned to their former position without loss of seniority or salary, and any other employee promoted or transferred because of the rearrangement of position shall also be returned to their former position without loss of previous seniority and previous salary. If the employee chooses to revert back to their former position they will be required to give the employer ten (10) working days' notice for this to occur.

11.03 Union Notification

The Union shall be notified of all appointments, hirings, layoffs, rehiring and terminations of employment.

11.04 Disabled Employee's Preference

Any employee covered by this Agreement who has given good and faithful service to the Employer and who, through advancing years of disablement is unable to perform their regular duties, may be given the preference of any light work available at the salary payable at the time for this position to which they are assigned.

11.05 While on Vacation or Leave of Absence

An employee shall advise their supervisor in writing, of their intention to apply for an anticipated job posting, prior to taking vacation or a leave of absence, or at the time of a layoff notice.

11.06 Transfer and Seniority Outside Bargaining Unit

No employee shall be transferred to a position with the Employer outside the bargaining unit without their consent. If an employee is transferred to a position outside of the bargaining unit, the employee shall retain their seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. Such employee shall have the right to return to a position in the bargaining unit during the trial period, which shall be a maximum of sixty (60) working days. If an employee returns to the bargaining unit, they shall be placed in a job consistent with their seniority. Such return shall not result in the lay-off or bumping of an employee holding greater seniority.

11.07 Assigned to a Job at a Higher Classification

Employees who are assigned in writing to perform a job at a higher classification for a period of three (3) consecutive days or more, shall be paid at that higher rate. This article does not apply to casual or student help.

11.08 Benefit Plan

Regular part time employees who work in an established position for the equivalent of two (2) full time months in a three (3) consecutive month period and who are scheduled to continue on a full time basis, shall be entitled to enrol in the benefit plan rather than payment in lieu. Where the employee subsequently works less than twenty-eight (28) hours per week for inside workers and thirty-two (32) hours per week for outside workers, they shall revert to the payment in lieu.

ARTICLE 12 GRIEVANCE PROCEDURE

12.01 Grievance Committee

In order to provide an orderly procedure for the settling of grievances the Employer acknowledges the right of the Union to appoint, or otherwise select a grievance committee of two (2) members, whose duties shall be to process

any grievance in accordance with the grievance procedure.

12.02 Shop Stewards

The Employer shall recognize shop stewards appointed or otherwise selected by the Union, whose duties shall be to investigate and to attempt to settle disputes before reaching the grievance committee.

12.03 Notification of Grievance Committee

The Union shall notify the Employer in writing of the name of each grievance committee member and shop steward before the Employer shall be required to recognize them.

12.04 Shop Steward Leaving Work

In order that the work of the Employer shall not be unreasonably interrupted, the shop steward shall not leave their work without obtaining permission of their supervisor. Such permission shall not be unreasonably withheld.

12.05 Grievance Procedure

- a) The Employer agrees that, after a grievance has been initiated by the Union, the Employer's representatives will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the Union.
- b) The Union and its members agree that the grievance procedure is the only method to resolve complaints and grievances arising from the agreement. In return the Employer agrees that labour/management and personnel matters will only be discussed during in camera meetings and will not be discussed during public meetings.

12.06 Steps of the Grievance Procedure

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

- Step 1: The aggrieved employee(s) shall submit the grievance to the shop steward. Grievances shall be initiated with all dispatch but at all times within thirty (30) days.
- Step 2: If the Union grievance committee considers the grievance to be justified, the employee(s), together with their job steward, shall first seek to settle the dispute with the Employer. The Employer or their designate is to give decision within five (5) working days.

Step 3: Failing agreement being reached in Step 2, application shall be made to the Council within five (5) working days, in writing, stating the grievance concerned and a hearing shall be arranged with the Council within fifteen (15) days following the application.

Step 4: Upon notice of decision of Step 3 and failing a satisfactory settlement reached in Step 3, the Union may, on giving fifteen (15) days' notice in writing to the Employer of its intention, refer the dispute to arbitration.

12.07 Policy Grievance

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

12.08 Replies to Grievances

Replies to written grievances shall be in writing at all stages.

12.09 Settled Grievances

Grievances settled satisfactorily within the time allowed shall date from the time that the grievance was filed.

12.10 Facilities for Grievance Meetings

The Employer shall supply the necessary facilities for the grievance meetings.

ARTICLE 13 ARBITRATION

13.01 Selection of Arbitrator

When either party advances a grievance to arbitration a written notice shall be provided to the other party of the Agreement. Within five (5) days thereafter the parties will select a single mutually agreeable arbitrator.

If the two (2) parties fail to agree upon an arbitrator within five (5) days, the appointment shall be made by the Minister of Labour upon the request of either party.

13.02 Arbitrator Procedure

The Arbitrator may determine their own procedure, but shall give full opportunity to all parties to present evidence and make representations to it. It shall hear and determine the differences or allegation and render a decision.

13.03 Decisions of the Arbitrator

The decision of the Arbitrator shall be final and binding on all parties, but in no event shall the Arbitrator have the power to alter, modify, or amend this

Agreement in any respect. Should the parties disagree as to the meaning of the decision, either party may apply to the Arbitrator to reconvene to clarify the decision.

13.04 Expenses of the Arbitrator

Each party shall pay one-half (1/2) the fees and expenses of the arbitrator.

13.05 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedures may be extended by consent of the parties to this Agreement.

13.06 Witnesses

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses without pay and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or arbitrator to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 14 TERMINATION, DISCHARGE OR SUSPENSION

14.01 Discharge Procedure

- a) A regular employee may be dismissed only for just cause and only upon the authority of the Employer or the Employer's agent. When an employee is discharged or suspended, the employee shall be given the reason in the presence of the shop steward. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such dismissal or suspension.

All letters of discipline and reprimand shall be removed from an employee's file after twenty-four (24) months from the issue of the discipline or reprimand, provided there have been no further similar occurrences.

- b) An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 12, Grievance Procedure. Step 1 of the grievance procedure shall be omitted in such case.
- c) Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in their former position, without loss of seniority rating, and shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangements as to compensation which is just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration if the

matter is referred to such a board. The onus of proving just cause for discharge or suspension shall be on the Employer.

- d) The Employer shall notify an employee in writing of an expression of dissatisfaction concerning their work within ten (10) working days of the event of the complaint coming to the administrator's attention with a copy to the Union. This notice shall include particulars of the work performance which lead to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become a part of their record for use against them at any time. This Article shall be applicable to any complaint or accusation which may be detrimental to an employee's advancement or standing with the Employer, whether or not it relates to their work. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of their record.

The record of an employee shall not be used against them at any time after twenty-four (24) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports. Upon request from the employee all letters of reprimand shall be removed after twenty-four (24) months.

- e) Access to Personnel File

An employee shall have the right at any reasonable time to have access to and review their own personnel file and shall have the right to respond in writing to any document contained therein, such a reply becoming part of a permanent record.

ARTICLE 15 HOURS OF WORK

15.01 Normal Work Day and Normal Work Week

The normal work day and the normal work week shall be:

- a) Office Employees

- i) The normal work day shall consist of a scheduled period of seven (7) hours of work between the hours of 8:30 a.m. to 4:30 p.m. The normal work week shall consist of five (5) working days, Monday to Friday inclusive. This work day provides for a one (1) hour unpaid lunch break.

- ii) Meal breaks shall be staggered so as to provide coverage.

- b) Sportsplex

The normal work day for full-time employees shall consist of eight (8) scheduled hours per day, inclusive of a paid thirty (30) minute lunch break taken at the worksite. The normal work week for full-time employees shall be five (5) consecutive days on and two (2) consecutive days off. All other employees shall work as per the weekly posted schedule.

c) **Outside Employees**

The normal work day shall consist of a scheduled period of eight (8) hours of work between the hours of 8:00 am to 4:30 pm. The normal work week shall consist of five (5) working days, Monday to Friday inclusive. This work day provides for a thirty (30) minute unpaid lunch break.

d) In order to accommodate unusual circumstances the schedules referred to above can be altered with the agreement of the employee(s) affected. In such circumstances overtime provisions shall be waived.

e) Variations to the hours of work above can be made by mutual agreement of the parties.

15.02 Reporting for Work

Except where otherwise provided in this Agreement, in the event of an employee starting work in any day and being sent home before they have completed four (4) hours, they shall be paid for four (4) hours. In the event that an employee reports for work but is sent home before commencing work, they shall be paid for two (2) hours at regular rates. This clause shall not require a regular part-time employee to be paid for more than they are hired for.

15.03 Break Period

All employees shall be permitted a fifteen (15) minute rest period both in the first (1st) half and the second (2nd) half of a shift while working a full time day. Such breaks may be staggered so as to provide coverage.

All employees working more than four (4) hours on a shift shall be permitted a fifteen (15) minute rest period.

Outside workers will receive a half hour (1/2) lunch break and inside workers shall receive one hour (1) lunch break.

15.04 Working Schedule

The Employer agrees that the Employer shall post the weekly work schedule.

15.05 Banked Time

Banked time will be taken at a mutually agreed time and will not result in any overtime being charged to the Employer. Unused banked time shall be paid as follows:

- a) An advance on banked time may be taken during the year, with full payment of said hours on the final pay period of each year in which it was earned.
- b) No hours shall be banked after December 21st of that year.

15.06

Standby

Standby duty shall be rotated or as mutually agreed, by the employees who are qualified based on operational requirements.

Standby shall be paid at the rate of:

- a) One and a half (1½) hour per shift on a normal scheduled work day,
- b) Two and a half (2½) hours per shift on a normal day of rest and Statutory Holiday.

When possible, standby shall go to an employee who has already worked that day.

The provisions of Article 15.02 shall not apply to an employee who is on standby and who is called out for work. Such employee shall, however, be paid for all time worked outside the scheduled hours constituting their normal day at the applicable minimum call-back rate with a minimum guarantee of two (2) hours' work or two (2) hours' pay. This guarantee shall not apply when the call-out extends into the employee's normal working hours.

Employees on standby must answer their phone at all times, be capable of arriving at work within 30 minutes of being called (common sense prevailing) and be fit for duty.

ARTICLE 16 OVERTIME AND CALL-BACK TIME

16.01 Work Outside of Scheduled Hours

All employees shall be allowed to work additional hours beyond the length of their normal work day, if mutually agreeable between both parties:

- a) Overtime Rates on Weekdays: All time worked beyond the length of their normal work day or work week shall be deemed to be overtime. Overtime shall be paid for at the rate of time and one-half (1½) for the first two (2) hours, and double time thereafter in any one (1) day or shift.
- b) Overtime Rates on Employee's Day of Rest and Holidays: All time worked on an employee's scheduled days of rest shall be paid on the basis of double time. All time worked on Statutory Holidays shall be paid on the basis of double time for every hour worked in addition to their regular holiday pay.
- c) No Layoff to Compensate for Overtime: Employees shall not be required to be laid off in regular hours to equalize any overtime worked.
- d) All overtime shall be pensionable.

16.02 Minimum Call-Back Time

- a) Casual Employees Call-In:

- i) One (1) call shall be eight (8) rings duration and be recorded in the log books showing the signature of the person making the phone call, the employee called, the position they are being called to fill, the time the call was made, whether the employee accepts, declines, or fails to answer the telephone. In the event of a dispute the Union shall have access to the log books.
 - ii) In the event the casual employee uses a telephone answering machine, the Employer is obligated to leave a message to return the phone call with five (5) minutes, the Employer may proceed as if they were unable to contact the employee.
 - iii) Casual employees have the right of refusal on three (3) call-in calls, after which they will drop down to the bottom of the list for Casual Call-In staff.
- b) Call Outs
- i) Every employee who is called out shall be paid for a minimum of two (2) hours overtime rates and shall be paid from the time the employee leaves their home to report to duty until the time they arrive back upon proceeding directly from work, provided their home is within the District of Clearwater limits.

Additional call outs within two (2) hour call out period will be considered as the original call out period.

16.03 Overtime During Layoff

There shall be no extended amount of overtime worked in any operation while there are employees on layoff in the same or similar types of operations and who are qualified to perform the available work.

16.04 Time Off in Lieu of Overtime

Overtime will be paid out except where the employee and the supervisor otherwise mutually agree. Time off shall be taken at the same rate as the applicable overtime rates earned at the time overtime is authorized.

16.05 Authorization of Overtime

All overtime must be approved by the Employer, other than in emergency situations, or when incurred by an employee on standby.

ARTICLE 17 HOLIDAYS

17.01 List of Holidays

All regular full time employees shall receive the following holidays with pay upon completion of thirty (30) days of employment:

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

and any other day proclaimed or declared by the Federal or Provincial Governments or by the Employer as a holiday.

All other employees who work less than full time on a recognized statutory holiday in Article 17.01 shall receive as per Article 16.01 (b) in accordance with Employment Standards Act.

There shall be no reduction in the monthly pay on account of the above-mentioned holidays.

When any of the above holidays fall on a normal non-working day and no other day is declared in substitution thereof, employees shall have the option of taking a day's pay or to bank the day for use at a mutually agreed later date.

ARTICLE 18 VACATIONS

18.01 Definition of Vacation Year

The vacation year shall run from January 1st to December 31st.

18.02 Vacation Entitlement

With respect to annual vacations and vacation pay, the following provisions will apply to:

- a) Regular employees covered by this agreement shall be entitled to holidays with pay each year as follows:
 - 2 weeks after 1 year
 - 3 weeks after 2 years
 - 4 weeks after 4 years
 - 4 weeks-1 day after 6 years

4 weeks-2 days after 7 years

4 weeks-3 days after 8 years

4 weeks-4 days after 9 years

5 weeks after 11 years

6 weeks after 15 years

7 weeks after 20 years

- b) By prior mutual agreement, an employee may carry over a maximum of two (2) weeks' vacation entitlement to the subsequent year. The carry over must be taken in that subsequent year and the vacation pay will be at the rate it was earned.

18.03 Employees Going from Full Time to Part Time

For all employees covered under this agreement if an employee goes from full time to part time status, the employee's full time vacation entitlement will be paid out to the employee and will be considered as part time thereafter, and will convert to a percent (%) "in lieu" of benefits.

18.04 Holidays During Vacation

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

18.05 Vacation Schedule Posting and Approval Process

- i) Seniority shall apply to selection of vacation dates.
- ii) All employees shall be granted their preferred vacation period wherever possible, or at such time as shall be mutually agreed between the Employer and the employee.
- iii) Employees shall submit their vacation requests by March 1st.
- iv) The Employer shall confirm the dates requested by each employee or discuss alternate dates with the employee by March 14th.
- v) All vacation arrangements shall be finalized on or before March 31st, unless otherwise mutually agreed.
- vi) All vacation requests submitted after March 1st shall be on a first come first serve basis.

18.06 Sick While on Vacation

When an employee who is on vacation becomes sick or requires hospitalization the employee shall present proof of illness or hospitalization and have that portion of their vacation time reinstated.

ARTICLE 19 HEALTH LEAVE PROVISIONS

19.01 Health Leave Defined

Health leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick, disabled, or because of an accident for which compensation is not payable under the Workers' Compensation Act. Such leave shall be deducted from the employee's entitlement.

19.02 Entitlement

Health leave shall be granted to full time employees on the basis of one and one-half (1½) days for every month of service. In cases where the time worked is less than full time, health leave accrual shall be prorated. If Part Time employees meet the minimum requirements as outlined in Article 8.03 they shall be entitled to health leave accumulation on a prorated basis.

All employees may accumulate unused days to a maximum of one hundred and twenty (120) days. Any employee who has more than one hundred and twenty (120) days as of the date of ratification of this agreement (May 9th, 2013) shall retain those days and use them as outlined in the agreement.

All employees that are currently entitled to one hundred and twenty (120) days plus shall be grandfathered into the existing days accrued. Reference Schedule "B".

Inside/Outside Workers: are grandfathered in at a maximum of one hundred and fifty (150) days up to date of ratification of this agreement (May 9th, 2013). (Refer to Schedule "B")

19.03 Proof of Illness

An employee may be required to produce a certificate from any illness from a duly qualified medical practitioner certifying that the sick employee is unable to carry out their duties due to illness. If there is a fee for this certificate the Employer shall reimburse the employee for such cost upon presentation of the paid receipt.

19.04 Health Leave and Leave of Absence/Lay Off

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

19.05 Health Leave Without Pay

Health leave without pay shall be granted to an employee who does not qualify for health leave with pay or who is unable to return to work at the termination

of the period for which health leave with pay is granted by mutual agreement of the parties hereto.

19.06 Health Leave Records

A record of all unused health leave will be kept by the Employer.

19.07 Family Responsibility Leave

In the case of needed responsibilities regarding an immediate member of the family (a parent, wife, husband, child, grandchild, grandparent) of an employee where no one at home, other than the employee, can provide for the needs of the person, the employee shall be entitled after notifying their supervisor to use a maximum of ten (10) accumulated health leave days per year.

19.08 Ceasing Work

When an employee ceases working for the Employer, and after completing five (5) years of service, three quarters ($\frac{3}{4}$) of that employees' accumulated health leave shall be paid out to that employee. Employees entitled to this benefit are listed in Schedule "B".

New employees hired after the date of ratification (May 9th, 2013), and completing ten (10) years of service, shall receive three quarters ($\frac{3}{4}$) of that employees' accumulated health leave shall be paid out to that employee upon ceasing to work for the Employer.

19.09 Health Leave Payout

Any employee having accrued health leave to their credit shall, after ten (10) years of employment, receive a salary grant of seventy-five (75%) percent of their accrued health leave to a maximum of:

- i) one hundred fifty (150) days for Inside/Outside workers
- ii) one hundred twenty (120) days for North Thompson Sportsplex workers.

ARTICLE 20 LEAVE OF ABSENCE

20.01 For Union Business

- a) The Employer agrees that, where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to a grievance, they shall suffer no loss of pay for the time so spent.
- b) Subject to the Employer's operational requirements, leave without pay and without loss of seniority will be granted to a maximum of ten (10) days per year with one (1) week written notice for other official union business or such additional days as the parties mutually agree. The Employer shall

invoice the union for all wages and benefits and the employee shall receive the regular pay.

20.02 Union Conventions

Leave of absence without pay and without loss of seniority shall be granted, upon two (2) weeks written request to the Employer, to employees elected or appointed to represent the Union at Union conventions. Limited to one (1) employee at a time. Such time shall not exceed ten (10) working days in any one calendar (1) year.

20.03 Bereavement Leave

A Regular employee shall be granted five (5) regularly scheduled work days leave without loss of salary or wages in the case of the death of a parent, wife, husband, brother, sister, child, grandchild, grandparent, mother-in-law father-in-law, or niece/nephew. Such leave will be by mutual agreement, which shall not be unreasonably withheld. Reasonable leave of absence shall be granted for travel and estate affairs without pay and without loss of seniority.

One-half (1/2) day shall be granted without loss of salary or wages to attend a memorial service provided such employee has the approval of their supervisor or department head.

20.04 Jury Duty

The Employer shall pay an employee who is required to serve as a juror or subpoenaed court witness the difference between the employee's normal earnings and the payment they receive for jury service or court witness. The employee will present proof of service and the amount of pay received. In cases where an employee's private affairs cause a court appearance such leave shall be without pay.

20.05 Long Term Leave for Union Officers

Any employee who is elected or appointed to a full time position with the Union or any body with which the Union is affiliated or any employee who is elected or appointed to public office, shall be granted leave of absence without pay and without loss of seniority by the Employer for a period of one (1) year. Such leave shall be renewed each year during their term of office as mutually agreed to by the Union and Management.

20.06 Leave for Public Office

Subject to the Employer's operational requirements, leave without pay and without loss of seniority will be granted for an employee elected to public office with the federal or provincial government.

20.07**General Leave**

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

20.08**Maternity Leave and Parental Leave**

Employees are eligible for unpaid leave of absence from employment subject to the conditions in this Article. Every employee who intends to take a leave of absence under this Article shall give at least four (4) weeks' notice in writing to the Employer unless there is a valid reason why such notice cannot be given and shall inform the Employer in writing of the length of leave intended to be taken. Each employee who wishes to change the effective date of approved leave shall give four (4) weeks' notice of such change unless there is a valid reason why such notice cannot be given.

1) Maternity Leave

Maternity leave is governed by Section 50 of the Employment Standards Act (BC). Section 50 is reproduced in Appendix "A".

2) Parental Leave

Parental leave is governed by Section 51 of the Employment Standards Act (BC). Section 51 is reproduced in Appendix "A".

3) Return from Leave

- a) On return from leave, an employee shall be placed in their former position.
- b) Vacation entitlement shall continue to accrue while an employee is on leave pursuant to Article 20.08 (1) or 20.08 (2).

4) Benefit Plan

The services of an employee who is absent from work in accordance with Article 20.08 (1) Maternity Leave shall be considered continuous for the purpose of this Agreement and any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plan in the same manner as if the employee were not absent where:

- a) The Employer pays the total cost of the plan, or
- b) The employee elects to continue to pay their share of the cost of a plan that is paid for jointly by the Employer and the employee.

5) Seniority Rights on Reinstatement

- a) An employee who returns to work after the expiration of the maternity and/or parental leave shall retain the seniority they had

accrued immediately prior to commencing the leave and shall be credited with seniority for the period covered by the approved leave.

- b) The employee shall be deemed to have resigned on the date upon which their leave commenced if an application for re-employment is not made within one (1) month prior to the expiration of the leave or if they do not return to work after having applied for re-employment.

6) Sick Leave Credits

- a) Prior to the commencement of maternity leave, illness arising due to pregnancy may be covered by normal sick leave.
- b) Sick leave may be used by any pregnant employee, authorized by the receipt of a qualified medical practitioner's statement to the Employer, where there is a confirmed case of German Measles or any other disease or condition in the place of employment which could be harmful to pregnancy as determined by the qualified medical practitioner's statement or report. She may use this leave until all danger from such disease or condition no longer exists.

7) Extended Child Care Leave

Upon written notification, no later than four (4) weeks prior to the expiration of the aggregate leave taken pursuant to Articles 20.08 (1) and 20.08 (2), an employee shall be granted a further unpaid leave of absence not to exceed one (1) year. An employee wishing continued coverage under any applicable benefit plans shall pay the total premium costs while on extended child care leave. An employee on extended child care leave shall provide the Employer with at least one (1) month's written notice of return from such leave. Upon return from extended child care leave, an employee shall be placed in their former position.

ARTICLE 21 PAYMENT OF WAGES AND ALLOWANCES

21.01 Pay Days

- a) The employer shall pay wages bi-weekly in accordance with Schedule "A" of this Agreement. All wage payments shall be by direct deposit to a financial institution of the employee's choice.
- b) The Employer shall record vacation time, banked time and sick time on the bi-weekly pay stubs.

21.02 Automobile Allowance

Employer shall reimburse the employee for the use of their personal vehicle when required to use as outlined in Per Diem Policy.

21.03 Meal Allowance

When an employee is required to be out of town, the Employer shall pay a meal allowance based on the Employer's Remuneration Per Diem Policy.

21.04 Substitution Pay

When a Union member is required to relieve an exempt employee, they will be paid at their own rate plus ten (10%) percent.

ARTICLE 22 JOB CLASSIFICATION AND RECLASSIFICATIONS

22.01 Changes in Classification

When a position not covered by Schedule "A" is established, or when an existing category no longer appropriately covers a position during the life of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree as to the classification and/or rate of pay for the job in question, such dispute shall be submitted to arbitration. The new rate shall become retroactive to the time the position was first filled by an employee unless another date is otherwise mutually agreed upon.

22.02 Job Description

The Employer agrees to draw up job descriptions for any new positions that may arise over and above the job descriptions presently specified, during the life of this Agreement. Said job descriptions will be presented in writing to the Union through the Labour Management Committee and shall become the recognized job description unless written notice is given by the Union within thirty (30) days.

ARTICLE 23 SUPPLEMENTATION OF COMPENSATION AWARD

23.01 Workers' Compensation Board

An employee prevented from performing their regular work with the Employer on account of an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Compensation Act, shall receive from the Employer the difference between the amount payable by the Workers' Compensation Board and their regular salary. The amount paid shall be deducted from the accumulated sick leave of the employee. However, three (3) days of accumulated sick leave shall be retained for the employee's future benefits upon the employee's return to work.

ARTICLE 24 SAFETY

24.01 Co-operation

The Union and the Employer shall co-operate in continuing and perfecting the safety measures now in effect. There is an established Occupational Health and Safety Committee as per the WorkSafe BC regulations that meets on a regular basis and is comprised of Union and Management members, which require a staff representative from each department of the District.

ARTICLE 25 BENEFITS

25.01 Health Benefits

Upon successful completion of probation, the Employer agrees to pay the full cost of premiums for the following benefits to be provided year round for permanent full-time employees and permanent part-time employees that work the minimum hours of twenty-eight (28) for inside workers and thirty-two (32) for outside workers. Permanent part-time employees who do not work the minimum hours outlined above, and employees hired on a casual basis, will be paid seventeen percent (17%) of gross pay to cover every and all employee benefit entitlements such as Vacation, Sick Leave and Benefits covered in Article 25.

a) Employer Health Tax

The Employer Health Tax shall be one hundred percent (100%) paid for by the Employer.

b) Group Life Insurance and AD & D.

i) The premiums for the Group Life Insurance and AD & D shall be one hundred percent (100%) paid for by the Employer. The policy shall be:

2X gross annual salary with a twenty-five thousand dollars (\$25,000) minimum.

ii) Optional AD & D for spouse and dependents.

c) Spouse Life Insurance of ten thousand dollars (\$10,000), dependent life insurance coverage of five thousand dollars (\$5,000).

d) Accidental Death and Dismemberment insurance to a maximum of twenty-five thousand dollars (\$25,000).

e) Extended Health Benefits

i) The premium for the Extended Health Benefits shall be one hundred (100%) percent paid for by the Employer. Extended Health Benefits coverage through a Health Services plan to include:

- ii) Vision Care at four hundred and fifty dollars (\$450) for a two (2) year period, full cost of eye examination.
- iii) Hearing aid coverage to six hundred dollars (\$600) every three (3) years.

f) Dental Plan

The premiums for the Dental Plan shall be one hundred (100%) percent paid for by the Employer. The Plan shall include:

Plan A 100%

Plan B 50%

Plan C 50% - \$2,000 lifetime limit.

g) Long Term Disability:

The Long Term Disability (LTD) insurance coverage shall be in accordance with the terms of the agreed to plan, which shall include coverage of sixty-seven percent (67%) to a maximum of three thousand dollars (\$3,000) per month. This Plan shall include a one hundred twenty (120) calendar day waiting period.

Sportsplex Employees:

The LTD premiums shall be one hundred percent (100%) paid for by the employer.

Inside/Outside Employees:

The LTD premiums shall be one hundred (100%) percent paid for by the employee

(Note: Short Term Disability was dropped by the membership as of May 9, 2013.)

The benefit package shall be an addendum to this Collective Agreement.

25.02 Pension Plan

All eligible employees shall participate in the Municipal Pension Plan in accordance with the terms of the Plan.

ARTICLE 26 GENERAL CONDITIONS

26.01 Proper Accommodation

Where possible, proper accommodation, such as a "staff room" shall be provided for employees to have their meals and keep their clothes.

26.02 Bulletin Boards

The Employer shall provide bulletin boards in suitable locations upon which the

Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

26.03 Strike at the Employer's Premises

In the event of any other employees engaging in a legal strike and placing or maintaining pickets at the Employer's premises, then any refusal to work or failure to cross such picket line by members of this Unit shall not be considered a violation of this Agreement. However, essential services shall be maintained.

26.04 Instructional Courses

- a) The Employer agrees that training is desirable and that employees should have a fair opportunity to participate in such training. The Employer intends that training is provided as a means whereby employees can improve their qualifications.
- b) Training of employees shall not be utilized to circumvent the seniority or promotion provisions in the collective agreement.
- c) The Employer agrees to pay the full cost of any course of instruction based on prior approval being granted by the Employer for any employee to better qualify the employee to perform their job. Such payment shall be made upon successful completion of the course, as per Policy 14-03.
- d) Employees taking approved courses will be provided up to one (1) day with pay for taking tests.

26.05 Tools

The Employer is required to provide the tools necessary for the Employee(s) to perform their duties. All employees shall respect and look after with reasonable care, tools, equipment and facilities provided by the Employer to perform work.

26.06 Employee Insurance While on Job

The Employer will pay all costs related to an action against an employee as a result of them performing the tasks of their position with the Municipality where the employee is not found to be negligent.

26.07 Uniforms/Safety Wear

Sportsplex Employees:

The Employer agrees to provide T-shirts and jackets as required to all staff; however, ownership remains with the Employer and the cleaning shall be the responsibility of the employee.

Outside Workers:

All Employer paid/supplied clothing or allowance shall be used for work for the Employer only. Replacement clothing shall be provided at the discretion of the

Employer. The Employer shall supply coveralls approved by the Employer, raingear, gloves and a yearly three hundred (\$300.00) dollars boot allowance to outside employees based upon the employee submitting a receipt for such purchase. Where clothing is supplied and cleaned by the Employer said clothing shall remain on the employer's premises.

The Employer agrees to supply appropriate protective clothing and a shower facility for employees when working in raw sewage or other bio-hazardous material.

26.08 Hearing Tests

The Employer will comply with WorkSafe BC regulations regarding hearing tests.

26.09 Community Recreation Healthy Living Program

The Employer will allow an employee to attend one (1) District program per year at the Employer's cost.

ARTICLE 27 SUBCONTRACTING

27.01 No Contracting Out

The Employer has the right, subject to the other provisions of this Agreement, to decide how and by whom any work is to be performed. However, in the exercise of this right the Employer will not contract work out that results directly in the layoff of any employee from the bargaining unit. The Employer further agrees that, a regular employee that is available and possesses the expertise and knowledge to complete the task required, and that the employer possesses the equipment for services necessary to accomplish the work, in the time required, all work, the nature of which is normal and routine, will be completed by the employee(s) covered by this Agreement. In the event that employee(s) in this agreement cannot complete these tasks or services the Employer has the right to contract out based on a mutual agreement. For example to contract to a specialized contractor that is trained and certified i.e.: in electrical and instrumentation to complete the annual inspection and maintenance of the water system instruments and electrical components.

Further to this clause the collective agreement encompasses a Letter of Agreement #2 for Student Workers.

27.02 Employees on Layoff

No regular employee shall be on layoff status when contracted or subcontracted work can be done as efficiently by any employee on layoff status.

27.03 Successorship

In the event that the operation/management or a form of government for the North Thompson Sportsplex changes from the current operation of the District, or in the event a private company or society takes over the operation/management of the North Thompson Sportsplex, all employees shall be retained.

ARTICLE 28 WORKING CONDITIONS

28.01 Working Conditions

All working conditions which employees now receive, as employees of the Employer, shall continue to be received in so far as they are consistent with this Agreement but may be modified by mutual agreement between the Employer and the Union through the Labour Management Committee.

28.02 Harassment

Both parties agree that the workplace shall be free from any and all forms of harassment. Therefore, any complaint of harassment shall be dealt with through the Respectful Workplace Policy No. 1300 (see attached Appendix "B") prior to proceeding to the Grievance procedure in Article 12 of this Collective Agreement and in accordance with WorkSafe BC Bill 14.

ARTICLE 29 GENERAL

29.01 Singular or Masculine

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

ARTICLE 30 TERM OF AGREEMENT

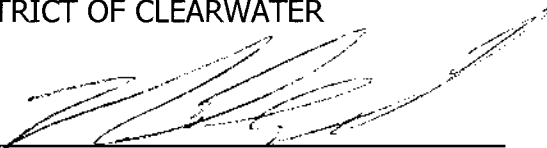
30.01 Term

The term of the new Collective Agreement shall be for two (2) years from January 1, 2025 to December 31, 2026 both dates inclusive.

This Agreement, unless changed by mutual consent of both parties hereto, shall be in force and effect from and after the first (1st) day of January, 2025 and up to and including the thirty-first (31st) day of December, 2026 and thereafter unless either party to this Agreement gives notice to commence collective bargaining in accordance with the Labour Code of British Columbia Act. During the period of collective bargaining, this Agreement shall continue in full force and effect.

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

ON BEHALF OF:
DISTRICT OF CLEARWATER



Merlin Blackwell, Mayor

ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 900




Harry Nott, National Representative



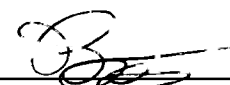
Linda Klassen, Director of Finance



Ken Davis, Local 900 President



Kaylee Walsh, Bargaining Committee Member



Britt Fraser, Local 900 Unit Chair

SCHEDULE "A"

WAGE GRID

	Jan 1, 2024	Oct 1, 2024	Jan 1, 2025	Jan 1, 2026
		4.00%	4.00%	4.00%
OUTSIDE WORKERS				
Labourer (Operator in Training)	\$23.73	\$24.68	\$25.67	\$26.69
Junior Utility Operator (U01)	\$28.83	\$29.98	\$31.18	\$32.43
Senior Utility Operator (U02)	\$33.94	\$35.30	\$36.71	\$38.18
Foreman of Public Works	\$39.59	\$41.17	\$42.82	\$44.53
Custodial	\$22.44	\$23.34	\$24.27	\$25.24
INSIDE WORKERS				
<i>Administration Department</i>				
Legislative Assistant/Communication	\$29.61	\$30.79	\$32.03	\$33.31
Recreation, Culture and Events Assistant	\$26.97	\$28.05	\$29.17	\$30.34
Accounting/Motor Vehicle / ICBC				
Front Desk Clerk	\$26.64	\$27.71	\$29.00	\$30.16
ICBC, DL, & Customer Service Supervisor	\$30.81	\$32.04	\$34.14	\$35.51
<i>Finance Department</i>				
Finance Clerk - Payroll & Accounts Payable	\$29.07	\$30.23	\$33.23	\$34.56
Finance Clerk - Accounts Receivable	\$29.07	\$30.23	\$33.23	\$34.56
NORTH THOMPSON SPORTSPLEX WORKERS				
Skate Patrol	\$17.40	\$18.10	\$18.82	\$19.57
Concession Clerk	\$17.40	\$18.10	\$18.82	\$19.57
Junior Arena Attendant	\$24.75	\$25.74	\$26.77	\$27.84
Senior Arena Attendant	\$28.86	\$30.01	\$31.21	\$32.46
Foreman of Facilities, Parks, and Arena	\$36.72	\$37.440	\$38.94	\$40.50

Effective at the signing of the Collective Agreement all Sportsplex employees shall receive a shift differential of seventy-five cents (\$0.75) per hour for work after 6 pm and ending at 8 am the following day, from Monday to Sunday.

The Utility Operator who holds the designation of operator of record in either the water or sewer systems shall receive a premium of one (\$1.00) dollar per hour.

SCHEDULE "B"

Sick Time Entitlement – Grandfathered Employees

As of January 1, 2025

EMPLOYEE	MAX DAYS	PAYOUT ENTITLEMENT OF UNUSED DAYS UPON DEPARTURE	# OF YEARS REQUIRED TO RECEIVE PAYOUT
Rutsatz, Tammy	150	75%	5

After ratification, all employees not included in this schedule will be entitled to a maximum of one hundred and twenty (120) days to be paid out at seventy-five percent (75%) after ten (10) years of employment. (The entitlement days were based on one hundred fifty (150) in the Inside/Outside Worker contract and one hundred twenty (120) for the North Thompson Sportsplex contract)

Appendix "A"

Maternity Leave & Parental Leave Provisions (*Employment Standards Act*)

Maternity leave

- 50 (1) A pregnant employee who requests leave under this subsection is entitled to up to 17 consecutive weeks of unpaid leave, which must be taken during the period that begins
- (a) no earlier than 13 weeks before the expected birth date, and
 - (b) no later than the actual birth date and ends no later than 17 weeks after the leave begins.
- (1.1) An employee who requests leave under this subsection after giving birth to a child is entitled to up to 17 consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the birth and ends no later than 17 weeks after that date.
- (2) An employee who requests leave under this subsection after the termination of the employee's pregnancy is entitled to up to 6 consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the termination of the pregnancy and ends no later than 6 weeks after that date.
- (3) An employee who requests leave under this subsection is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, the employee is unable to return to work when the employee leave ends under subsection (1), (1.1) or (2).
- (4) A request for leave must
- (a) be given in writing to the employer,
 - (b) if the request is made during the pregnancy, be given to the employer at least 4 weeks before the day the employee proposes to begin leave, and
 - (c) if required by the employer, be accompanied by a medical practitioner's or nurse practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (3).
- (5) If an employee on leave under subsection (1) or (1.1) proposes to return to work earlier than 6 weeks after giving birth to the child, the employer may require the employee to give the

employer a medical practitioner's or nurse practitioner's certificate stating the employee is able to resume work.

Parental leave

- 51(1) An employee who requests leave under paragraph (a), (b) or (d) of this subsection is entitled to,
- (a) for a parent who takes leave under section 50 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 61 consecutive weeks of unpaid leave, which must begin, unless the employer and employee agree otherwise, immediately after the end of the leave taken under section 50,
 - (b) for a parent, other than an adopting parent, who does not take leave under section 50 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 62 consecutive weeks of unpaid leave, which must begin within 78 weeks after the birth of the child or children, and
 - (c) [Repealed 2011-25-327.]
 - (d) for an adopting parent, up to 62 consecutive weeks of unpaid leave, which must begin within 78 weeks after the child or children are placed with the parent.
- (2) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, an employee who requests leave under this subsection is entitled to up to an additional 5 consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (1).
- (3) A request for leave must
- (a) be given in writing to the employer,
 - (b) if the request is for leave under subsection (1) (a) or (b), be given to the employer at least 4 weeks before the employee proposes to begin leave, and
 - (c) if required by the employer, be accompanied by a medical practitioner's or nurse practitioner's certificate or other evidence of the employee's entitlement to leave.
- (4) An employee's combined entitlement to leave under section 50 and this section is limited to 78 weeks plus any additional leave the employee is entitled to under section 50 (3) or subsection (2) of this section.

Appendix "B"

Respectful Workplace Policy



DISTRICT OF CLEARWATER COUNCIL POLICY

TITLE: Respectful Workplace Policy

NO: 1300

AUTHORITY: No Legislation

Section: Administration

APPROVAL DATE: March 5th, 2013

Resolution: #13-059

1. Policy Statement:

It is the policy of the Council for District of Clearwater (District) to promote and maintain a workplace in which all employees, elected officials, volunteers, suppliers, contractors and general public act and are treated with dignity and respect.

The District is committed to a respectful workplace, free from discrimination, harassment and sexual harassment. The District considers workplace discrimination, harassment and sexual harassment as having serious effects on the work environment, which can lead to adverse job-related consequences for affected persons and for the District itself. The District will not tolerate behaviour which may undermine the respect, dignity, self-esteem or productivity of any person(s).

2. Purpose:

The purpose of this policy is to assist the District in promoting and maintaining a respectful working environment for all, and has been developed to formalize the responsibility and commitment of the District to ensure all persons may enjoy a working environment free from all forms of discrimination and harassment. It recognizes that only by working together and respecting each other, can the District be successful in achieving its goal of excellence in public service.

3. Scope:

This policy applies to all employees, elected officials, volunteers, suppliers, contractors, committee members or commissions established by the District, third party organizations and visitors.

4. Procedure:

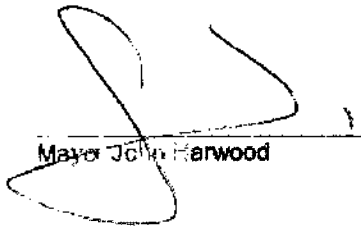
Complaints under the policy will be addressed in an impartial, timely and confidential manner

5. Authority.

This policy, in relation to all employees of the District, will be administered through the Administrative Policy on Respectful Workplace.

6. References:

Schedule "A" Administrative Policy - Respectful Workplace Policy



Mayor John Harwood



Leslie Groulx, Chief Administrative Officer

Dated: March 8, 2013



SCHEDULE "A"

DISTRICT OF CLEARWATER ADMINISTRATIVE POLICY

TITLE: Respectful Workplace Policy

NO: 1300

AUTHORITY: Human Resources

Section: Administration

APPROVAL DATE: March 5th, 2013

Resolution #13-059

1. Purpose:

All employees have a right to enjoy a working environment free from all forms of discrimination and harassment. The purpose of this policy is to assist the District of Clearwater in promoting and maintaining a respectful working environment for all employees.

2. Policy

- 2.1 The District is committed to a respectful workplace, free from discrimination, harassment and sexual harassment. The District considers workplace discrimination, harassment and sexual harassment serious in nature and will not tolerate behavior which tends to undermine the respect, dignity, self-esteem or productivity of any employee.
- 2.2. Violations of this policy will be addressed in an impartial, timely and confidential manner. Conduct contrary to this policy will not be tolerated and may result in disciplinary action up to and including termination of employment. Off-duty conduct which has an impact in the workplace may be subject to the terms of this policy.
- 2.3. Retaliation or reprisal against anyone who, in good faith reports violation(s) of this policy will be considered a violation of this policy. Retaliation or reprisal is considered to be discriminatory and is subject to disciplinary action by the District up to and including termination of employment.
- 2.4. Good faith investigations under this policy are not grounds for a harassment complaint. Where it is determined that a person had made a false allegation or complaint, in bad faith or with the intent to harm another and/or has misrepresented what is going on in the workplace, then formal disciplinary action may be taken against the person. Conduct based on mistakes or misunderstandings shall not constitute malicious conduct.

Nothing in this Policy should be construed as depriving employees covered under the CUPE Local 900 Collective Agreement, of their rights under the Collective Agreement. The intention is for this policy to work in conjunction with any language on discrimination contained in the collective agreement.

3. Scope:

- 3.1. This Policy applies to all employees of the District. Employees who feel that they have been treated in direct violation of this policy or who observe violations to this policy should report infractions in accordance with Section 7 of this policy.
- 3.2. Reported incidences of conduct contrary to the policy by persons who are not employees of the District will be addressed and assessed on a case-by-case basis, and may result in reviewing the contract with the service provider, taking measures to mitigate harm and prevent further misconduct that would otherwise be unnecessary, and potentially, causing harm to the working relationship.

4. Definitions:

- 4.1. "**Chief Administrative Officer (CAO)**" is the person appointed by the Council under section 197 of the *Local Government Act*.
- 4.2. "**Complaint**" is the documented report of a violation under this policy.
- 4.3. "**Complainant**" is an individual who informs the District of an incident, related to themselves, that they believe to be in violation of this policy.
- 4.4. "**Discrimination**" refers to unfair, differential treatment of an individual or group of individuals that is prohibited by law. It may be intentional or unintentional and often stems from prejudice and/or stereotypes. Discrimination can result in one individual or group having an advantage over another. It can cause an individual or group to be excluded from activities in which they have the right to be included.
 - 4.4.1. The BC Human Rights Code protects all from discrimination on the following grounds:
 - a) Race;
 - b) Colour;
 - c) Ancestry;
 - d) Place of origin;
 - e) Religion;
 - f) Marital status;
 - g) Family status;
 - h) Physical or mental disability;
 - i) Sex;
 - j) Sexual orientation;
 - k) Age;
 - l) Political belief; or
 - m) Unrelated criminal conviction.

- 4.5 **"District"** is the District of Clearwater.
- 4.6 **"Harassment"** refers to any behaviour that tends to disrupt civility and cooperation in the workplace and interferes with efficient and effective work flow, including, without limitation, any inappropriate behaviour in the form of repeated and hostile or unwanted actions, verbal comments, actions or gestures, that could negatively impact the dignity or psychological or physical integrity of an employee or other individual, or that otherwise tends to result in a harmful work environment for the employees. A single serious incident of such behaviour may also constitute disruptive behaviour.
- 4.6.1 Such behaviour may include but is not limited to:
- a) abuse of authority where a staff member uses authority in an unreasonable manner;
 - b) non-constructive criticism addressed in such a way as to intimidate, undermine confidence, or imply incompetence;
 - c) spreading malicious rumors or intentionally conveying false information about another individual;
 - d) breaching the confidentiality of another employee;
 - e) refusal to cooperate with other staff members and employees;
 - f) bullying or shouting at an employee;
 - g) using abusive language and/or intimidating behaviour;
 - h) threats of violence, retribution, litigation or financial harm; and
 - i) verbal or physical assaults directed at other employees.
- 4.6.2 Disruptive and disrespectful conduct is a serious offence and must be distinguished from an employee's legitimate right to:
- a) express opinions freely and courteously and to support positions whether or not they are in agreement with those of other employees;
 - b) engage in honest differences of opinion with respect to work-related issues that are discussed in appropriate forums;
 - c) engage in good faith constructive criticism of others; and
 - d) comply with professional, managerial or supervisory responsibilities to evaluate and report on the performance, conduct or competence of employees.
- 4.7 **"Investigator"** is the person assigned to investigate a complaint about harassment or discrimination. If not the CAO, the Investigator may at the CAO's discretion be an external third party.
- 4.8 **"Manager"** is the Department Head or the immediate exempt level supervisor of the Complainant, Reporter or Respondent.
- 4.9 **"Mediation"** is a voluntary process used to resolve conflict by having a professional and neutral third party helps the disputing parties arrive at a mutually acceptable solution.
- 4.10 **"Reporter"** is someone who informs the District of an incident related to another employee, believed to be in violation of this policy.
- 4.11 **"Respondent"** is an individual against whom an allegation(s) of conduct contrary to the policy have been made and who is responding to the allegations made in the complaint.

4.12 **"Sexual Harassment"** refers to unwelcome conduct that is sexual in nature which tends to result in a damaging effect on the work environment or lead to adverse job-related consequences for the victim of the harassment. The term of "sexual harassment" is not meant to apply to social relationships between employees based on mutual consent. Individuals' conduct and comments should reflect mutual respect as normal standards of conduct for the workplace.

4.12.1. Examples of Sexual Harassment include, but are not limited to:

- a) A person in authority asking an employee for sexual favours in return for being hired or receiving promotions or other employment benefits,
- b) Unwelcome remarks, questions, jokes, innuendo of a sexual nature including sexist comments or sexual invitations;
- c) Leering, staring or making sexual gestures;
- d) Unwanted physical contact such as touching, patting, pinching or hugging;
- e) Verbal abuse, intimidation or threats of a sexual nature;
- f) Sexual advances with actual or implied work-related consequences,
- g) Inquiries or comments about a person's sex life or sexual preference,
- h) Display of pornographic or other sexual materials, or
- i) Offensive pictures, graffiti, cartoons or sayings.

4.13 **"Supervisor"** is the immediate supervisor of the Complainant, Reporter or Respondent.

5. Responsibility:

Every employee of the District is responsible for conducting herself/himself within the spirit and intent of this Policy as well as contributing towards a safe, welcoming and inclusive work environment, free from discrimination, sexual harassment, and disruptive and disrespectful conduct.

5.1 **Manager/Supervisor Responsibility.** If a manager or supervisor suspects that discrimination or harassment may be occurring, he/she must take the appropriate action, as per the procedures in section 7, to deal with the concern.

5.2 **Employee Responsibility.** An employee who feels subject to, or who is aware of an incident of discrimination or harassment is encouraged to try and communicate directly with the other individual(s) involved and advise him/her that the behavior is unwelcome. If an individual does not feel able to communicate directly with the other person involved, he/she should file a complaint.

6. Confidentiality:

6.1 The *Freedom of Information and Protection of Privacy Act* governs rights to privacy and access to information with respect to complaints under this Policy. The investigation of complaints will be conducted with discretion and inappropriate breaches of confidentiality may be subject to discipline. To protect the interests of the parties involved, every reasonable effort will be made to maintain confidentiality throughout the process. Information relating to the complaint will only be disclosed to the extent necessary to carry out these procedures. Individuals consulted will be cautioned not to discuss the

issue or disclose that a complaint has been made and is being investigated. All parties will be given the opportunity to present evidence in support of their positions and to defend themselves against allegations of misconduct under this Policy.

7. Complaint Procedure:

- 7.1 All reports of discrimination, sexual harassment, and disruptive and disrespectful conduct will be taken seriously. Employees should report any behaviour which they believe constitutes a violation of this policy.
- 7.2 Complainants are encouraged to make known to the alleged harasser(s) directly that their conduct is unwelcome and that it should cease immediately. If this is not successful in stopping the behaviour or if the complainant is uncomfortable doing this, then he/she may proceed with the following steps.

7.3 Step 1 - Informal Complaint

This process is an avenue to obtain information, voice a concern and develop a means to deal with the problem with the help of the District.

- 7.3.1 An employee who consider that he or she has been subjected to a violation of this policy may initially choose a representative, who maybe a union representative, an immediate supervisor, a manager or another individual of their choosing.
- 7.3.2 Discussions regarding the employee's concerns will be treated confidentially and informally. The policy and procedures will be outlined and various choices discussed to assist the employee in deciding which course of action is most appropriate. Some actions are:
- a) direct discussion with alleged harasser, with or without job stewards support;
 - b) begin a formal investigation;
 - c) further consideration of course of action; and
 - d) suspend or stop the process.
- 7.3.3 Formal complaints may be the initial step of the process if an employee is not receptive to an informal approach.

7.4 Step 2 - Formal Complaint

- 7.4.1 A formal complaint can be made when informal approaches have not resolved the problem and/or the concerned employee wishes a formal investigation to be conducted.
- 7.4.2 The initial contact for a formal complaint (supervisor, manager or other person) is responsible to ensure that the CAO is notified. It is the responsibility of the CAO to initiate an investigation and to provide recommendations for resolution.

7.4.3 A formal complaint will follow the process outlined below:

Investigation Process:

- a) **Fact finding** - The investigator will conduct interviews with relevant parties to clarify the details and provide additional information about the incident. Both parties will have opportunity to identify witnesses or others to be interviewed. Co-workers may be interviewed where witnesses are not available. All interviews will be conducted in a confidential manner which respects the individual's rights and the work environment. The investigator will document all information gathered from all sources and provide results/conclusions of the investigation.
- b) **Preliminary Resolution** - At any time during the course of the investigation, the investigator and the parties may reach resolution or settlement of the matter, in which case the investigator may propose that the investigation be discontinued.
- c) **Notification and Discussion of Results** - At the conclusion of the investigation, the investigator will discuss the results with the parties, Manager, and/or CAO, as necessary.
- d) **Results of Investigation** - the investigator will submit a written report to the CAO outlining facts, issues and recommendations and details of the resolution if applicable.
- e) **Final Resolution** - If a resolution has not been reached the CAO will decide the matter. The parties will have access to the grievance process through their Collective Agreement, where applicable.
- f) **Results of the Investigation:**
 - i) **Report supported** - Remedial action in all cases is intended to be appropriate to the situation and the following are examples of actions that may be taken:
 - disciplinary action up to and including dismissal;
 - education and training;
 - review and modification of policies, procedures and practices;
 - ongoing monitoring; and
 - any other strategy design to eliminate/prevent harassment.
 - ii) **Report unsupported** - where the results of an investigation do not support the specific complaint, no further action will occur.
 - iii) **Malicious reports** - Where, as a result of the investigation, it is determined that an employee has initiated this procedure with directed and specific intent to harm or in bad faith with reasonable knowledge of intent to harm, then formal disciplinary actions may be taken against the employee involved.
 - iv) **Follow-Up** - In most cases a follow up should occur periodically over a minimum period of six months.

8. Other Remedies:

- 8.1 This policy is in addition to and not in substitution of rights that all individuals have under the *British Columbia Human Rights Code*. In addition, employees of the District who are members of the bargaining unit may access the grievance procedure.
- 8.2 Where a complaint is substantiated, an appropriate remedy will be assessed on a case by case basis. This may include corrective action such as education, training, mediation, temporary or permanent changes to reporting structures or work assignments and discipline up to and including termination of employment.

9. Corrective Action and Discipline:

- 9.1 Where a complaint of harassment is substantiated, the harasser may be subject to corrective or disciplinary action, up to and including dismissal.
- 9.2 No record of complaint of discrimination or harassment will be noted in employee personnel files, except in the case where discipline has been imposed. In cases where discipline has been imposed, a copy of the disciplinary letter will be placed in the employee's personnel file for a period of time in accordance with the Collective Agreement.

10. Complaints involving members of the public, suppliers and others:

Complaints regarding harassment by a member of the public, supplier, contractor or anyone other than an employee of the District should be directed to the appropriate Manager. The Manager will notify the CAO who will assist in resolving the matter to the extent appropriate to the circumstances.

11. Time Limits:

All complaints will be taken seriously and acted upon in a timely manner, where possible the investigation and outcomes shall be complete within twenty (20) days from date of complaint being filed. An extension may be granted based upon mutual agreement with the parties involved.

12. Authority to Act:

The Authority to act resides with the Chief Administrative Officer.


Mayor John Haxwood


Leslie Groulx, Chief Administrative Officer

Dated: March 9, 2013

Appendix "C"

Adjustment Plan

- 1) If the Employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees to whom a Collective Agreement applies.
 - (a) the Employer shall give notice to the Union that is party to the Collective Agreement at least sixty (60) days before the date on which the measure, policy, practice or change is to be effected, and
 - (b) after notice has been given, the Employer and Union shall meet, in good faith, and endeavour to develop an adjustment plan, which may include provisions respecting any of the following:
 - i) consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions in the Collective Agreement;
 - ii) human resource planning and employee counselling and retraining;
 - iii) notice of termination;
 - iv) severance pay;
 - v) entitlement to pension and other benefits including early retirement benefits; as allowed in the employee's pension plan;
 - vi) a bipartite process for overseeing the implementation of the adjustment plan.
- 2) If, after meeting in accordance with subsection (1), the parties have agreed to an adjustment plan, it is enforceable as if it were part of the Collective Agreement between the Employer and the trade union.

LETTER OF AGREEMENT #1

BETWEEN:

THE DISTRICT OF CLEARWATER

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 900

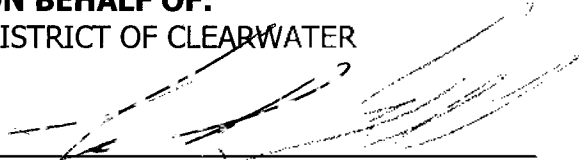
RE: Volunteers / Community Workers / Job Security

In recognition of the Employer's commitment to the District to maintain the historical level of service and community involvement; and in recognition of the Union's concern for their members' job security, the following shall apply:

- 1) No regular employee shall be laid off as a result of contracting or subcontracting bargaining unit work;
- 2) Subject to paragraph 3 below, a person not covered by the agreement shall not perform work that is normally performed by employees in the bargaining unit;
- 3) In recognition of the fact that the Employer historically has utilized persons who are not in the bargaining unit to do bargaining unit work, the Union agrees that it will not invoke the provisions of paragraph 2 provided the Employer agrees that it will not utilize such persons if it results in:
 - a) layoff, or
 - b) continuance of layoff, or
 - c) a reduction in normal hours of a full time employee.
- 4) Persons not in the bargaining unit will not replace any employees who may have quit, been terminated or retired.

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

ON BEHALF OF:
DISTRICT OF CLEARWATER



Merlin Blackwell, Mayor



Linda Klassen, Director of Finance

ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 900



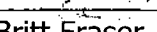
Harry Nott, National Representative



Ken Davis, Local 900 President



Kaylee Walsh, Bargaining Committee Member



Britt Fraser, Local 900 Unit Chair

LETTER OF AGREEMENT #2

BETWEEN

THE DISTRICT OF CLEARWATER

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 900

RE: Grant Funded Student Workers

Together, the District of Clearwater and the Canadian Union of Public Employees, Local 900, recognize the desire to provide summer employment to students in order that they may obtain practical working experience as well as an opportunity to have gainful employment.

Both parties agree that:

- a) The summer student workers must be students still participating in an educational curriculum.
- b) Student workers may be hired from May 1st to Labour Day of any year.
- c) Pay for the student workers shall be:
 - First year of employment: minimum wage per hour as per *BC Employment Standards Act* plus four (4%) percent vacation pay,
 - In subsequent years upon return the wage increase is to follow the Collective Agreement as per Labourer 1 rate of pay.

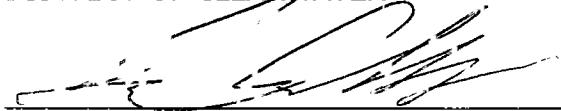
Seniority and benefits will not apply:

- a) Student workers shall perform only that work that is agreed upon by both parties.
- b) There shall be no layoffs of regular employed District employees, at any time, due to hiring of student workers.
- c) All other terms of the Collective Agreement will apply.

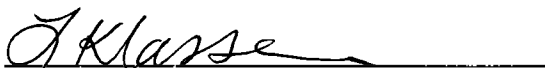
IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 13th day of May, 2025.

ON BEHALF OF:

DISTRICT OF CLEARWATER



Merlin Blackwell, Mayor



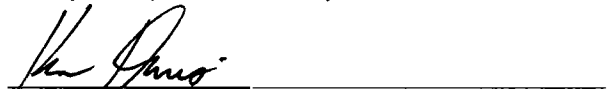
Linda Klassen, Director of Finance

ON BEHALF OF:

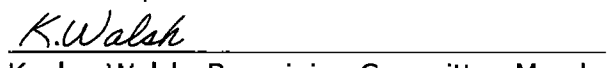
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 900



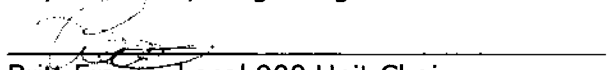
Harry Nott, National Representative



Ken Davis, Local 900 President



Kaylee Walsh, Bargaining Committee Member



Britt Fraser, Local 900 Unit Chair

LETTER OF AGREEMENT #3

BETWEEN

THE DISTRICT OF CLEARWATER

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 900

RE: Custodial for Capostinsky Ball Park

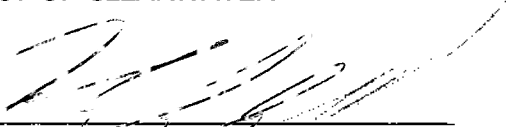
The parties to the current Collective Agreement agree to the following on a "without prejudice" and "without precedent" basis:

Currently, the District of Clearwater does not have the workforce that has expressed an interest in taking on the Custodial work at the Capostinsky Ball Park. In light of this the Union and the Employer agree to have the work contracted for the 2025 season and if mutually agreeable on a year to year basis, for the rest of the term of the Collective Agreement. The intent is not to have this work contracted out on an ongoing basis but rather on as needed basis due to lack of staff interest.

No current employee shall suffer a reduction in hours or loss of employment as a result of contracting out this work. Finally, the employer recognizes that this project and work is bargaining unit work and other than this extraordinary situation and the agreement of the Union this work would not ordinarily be contracted out.


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

ON BEHALF OF:
DISTRICT OF CLEARWATER


Merlin Blackwell, Mayor


Linda Klassen, Director of Finance

ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 900


Harry Nott, National Representative


Ken Davis, Local 900 President


Kaylee Walsh, Bargaining Committee Member


Britt Fraser, Local 900 Unit Chair

LETTER OF UNDERSTANDING #4

BETWEEN

THE DISTRICT OF CLEARWATER AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 900

RE: Underfill Appointment Pilot Program

The Parties recognize the importance of encouraging the career aspirations of its employees/members, while protecting seniority rights.

Therefore, the parties agree to enter into an Underfill Appointment Pilot project with the terms as follows:

Definition

Underfill is defined as the appointment of an employee, who at the time of an Underfill job posting is not fully qualified to perform the full duties of the position.

Underfill will permit the appointment of a candidate who with training could meet the position's full requirements within 24 months or less.

Process

All Underfill opportunities will be posted and filled as per article 11.01 and 11.02 of the collective agreement.

The posting will include all relevant information required in article 11.01 as well as the following additional information:

- a) The specific time period for the Underfill appointment (to a maximum of 24 months)
- b) The specific training and experience requirements that the employee must meet before being appointed to the full classification level.

An Underfill appointment may be extended for up to an additional 12 months by mutual agreement of the parties.

An Underfill employee shall be paid 90% of the rate for the position.

An Underfill employee may vacate their appointment with 5 business days notice to the employer.

An employee who is not successful in their Underfill appointment, or who wishes to vacate their Underfill appointment, or in the event of a termination of this LOU by either party, shall be returned to their previously held position with no loss of pay or seniority.

Where there are no internal applicants, the underfill opportunity may be extended to external applicants.

All other terms of the Collective Agreement shall apply to any person appointed to an

underfill appointment.

This Letter of understanding may be terminated by either party with 30 days' notice.

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

ON BEHALF OF:
DISTRICT OF CLEARWATER


Merlin Blackwell, Mayor


Linda Klassen, Director of Finance

ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 900


Harry Nott, National Representative


Ken Davis, Local 900 President


Kaylee Walsh, Bargaining Committee Member


Britt Fraser, Local 900 Unit Chair

LETTER OF AGREEMENT #5

BETWEEN

THE DISTRICT OF CLEARWATER

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 900

RE: Nine-day Fortnight Trial

Subject to operational requirements, the parties agree to a nine-day fortnight for all Regular full time Schedule "A" Employees. This agreement may be terminated by either parties with four (4) weeks' notice.

Shifts

Employees will work a nine-day fortnight schedule consisting of one of the following shift patterns:

- Two (2) week pattern of five (5) days on with two (2) consecutive days off in one week and four (4) days on with three (3) days (at least two (2) consecutive days) off in the other week; OR
- Two (2) week pattern of four (4) days on with three (3) days (at least two (2) consecutive days) off in one week and five (5) days on with two (2) consecutive days off in the other week.

Week

For the purpose of this Letter of Understanding the Week is defined as being from Monday at 12:01 am until the following Sunday at 11:59 pm.

Regular Hours of Work

Office Employees will work an average of seventy (70) hours every two (2) weeks, from Monday to Friday with either a one (1) or one-half (1/2) hour unpaid meal break. Eight (8) hours being the maximum daily consecutive hours.

Outside Employees will work an average of eighty (80) hours every two (2) weeks, from Monday to Friday with a one-half (1/2) hour unpaid meal break. Nine (9) hours being the maximum daily consecutive hours.

Sportsplex Employees will work an average of eighty (80) hours every two (2) weeks, from Monday to Friday with a one-half (1/2) hour paid meal break on the fly. Nine (9) hours being the maximum daily consecutive hours.

Employees may choose not to work a nine-day fortnight schedule and to work instead according to the hours of work described in Article 15.01.

Approval for such requests will be based on operational requirements and will not be unreasonably withheld.

Either the Employee or the Employer may revert back to the nine-day fortnight schedule by

providing not less than thirty (30) days' written notice.

Shift Differential

Shift differential shall not be applied to the additional time worked for the nine-day fortnight program.

Overtime

For those employees on the nine-day fortnight schedule, overtime will be paid for hours beyond those on the daily and week shift schedule.

Meal Breaks

Length of meal breaks of either one-half hour (1/2) or one (1) hour will be determined based on operational requirements and where possible will take into account an employee's preference.

Public Holidays

Public Holidays will be calculated and paid on the basis of seven (7) hours for office employees, and eight (8) hours for outside and sportsplex employees.

Vacation

Vacation entitlement shall be converted from days to hours. (Example: one hundred and five (105) hours for office employees with three (3) weeks' vacation, and 120 hours for outside/sportsplex employees with three (3) weeks' vacation). Vacation will be taken on the basis of the number of hours entitled for each day that the employee is absent from the workplace

Health Leave

Regular Office Employees shall be entitled to a health leave accumulation of one hundred twenty-six (126) hours per year (based on ten and a half (10.5) hours for each month of service credited as an advance). Such sick leave shall accumulate to a maximum of eight hundred forty (840) hours. Sick leave shall be based on the actual number of hours absent from the workplace.

Regular Outside and Sportsplex Employees shall be entitled to a health leave accumulation of one hundred forty-four (144) hours per year (based on twelve (12) hours for each month of service credited as an advance). Such sick leave shall accumulate to a maximum of nine hundred sixty (960) hours. Sick leave shall be based on the actual number of hours absent from the workplace.

Temporary Posted Position

Temporary Schedule "A" positions are eligible for a nine-day fortnight at the discretion of the Employer.

Amendments:

The parties agree that amendments to this memorandum may be made, by mutual agreement, based on the Evaluation criteria below.

Evaluation

The Joint Labour Management Committee will meet to undertake and complete an assessment within one year after ratification of the Collective Agreement as outlined by the criteria noted below:

The following criteria will be used for assessing the nine-day fortnight:

- 1) No adverse effect on customer service
- 2) No adverse effect on operations
- 3) Consistent level of customer service throughout the term of the Letter of Understanding
- 4) No additional costs to the Employer

During the term of the Collective Agreement, the Committee may consider and propose alternative compressed work week schedules based on departmental operational and customer service requirements. Any proposed alternate schedule must follow the criteria already established as outlined above.

Amendments to the Letter of Understanding can be made with the mutual agreement of the parties.

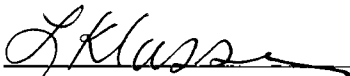
IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 13th day of May, 2025.

ON BEHALF OF:

DISTRICT OF CLEARWATER



Merlin Blackwell, Mayor



Linda Klassen, Director of Finance

ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 900



Harry Nott, National Representative



Ken Davis, Local 900 President



Kaylee Walsh, Bargaining Committee Member



Britt Fraser, Local 900 Unit Chair

LETTER OF UNDERSTANDING #6

BETWEEN

THE DISTRICT OF CLEARWATER

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 900

RE: Finance/HR Manager

The Union agrees to the Employer's proposal to create an exempt Finance/HR Manager position, which will be established by collapsing the current Union Finance Supervisor position, subject to the following terms:

1. The new position of Finance/HR Manager will be awarded to Tammy Rutsatz.
2. The District of Clearwater's management agrees with the Union's proposal to expand the newly created Administrative Clerk position from 0.5 to 1.0 full-time, including contracted communications work and to advocate in earnest for the approval of Council. Discussions with Council shall take place within one month of the signing of this Collective Agreement. It is understood that Council's approval is required for this change and could be based on budgetary considerations.
3. The District agrees to convert the temporary FireSmart worker position(s) to CUPE Local 900 position(s) immediately following the signing of this Collective Agreement. The incumbent(s) in these positions will be given first opportunity to accept the position(s) prior to any posting requirements.
4. The District agrees to convert The Part-time Bylaw position and the FireSmart Coordinator position to CUPE Local 900 bargaining unit positions immediately following the expiration of the two contracts currently in place with the District. The two incumbents in these positions will be given first opportunity to accept the positions prior to any posting requirements.
5. The District commits to engaging in good faith discussions with CUPE Local 900 regarding the terms of the inclusion of these positions within the Union, with the aim of providing stable, long-term employment opportunities while maintaining efficient municipal operations. These discussions will include job descriptions and wage scales. At this time, all of these positions are term positions.

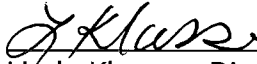
IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 13th day of May, 2025.

ON BEHALF OF:

DISTRICT OF CLEARWATER



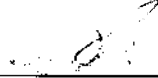
Merlin Blackwell, Mayor



Linda Klassen, Director of Finance

ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 900




Harry Nott, National Representative



Ken Davis, Local 900 President



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Britt Fraser, Local 900 Unit Chair