

# Memorandum of Settlement

BETWEEN:

THE DISTRICT OF INVERMERE

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2982

The parties hereto agree to recommend to their principles, to amend the existing Collective Agreement as indicated in the items below and the attached sign offs:

## 1. Term

Term: Six Years – April 1, 2012 to March 31, 2018

## 2. Wage

Annual Increases

- Year 1 - A general across the board wage increase to all classifications of one percent (1.0%), retroactive to April 1, 2012
- Year 2 - A general across the board wage increase to all classifications of one and one-quarter percent (1.25%), effective April 1, 2013
- Year 3 - A general across the board wage increase to all classifications of one and three-quarter percent (1.75%), effective April 1, 2014
- Year 4 - A general across the board wage increase to all classifications of two percent (2.0%), effective April 1, 2015
- Year 5 - A general across the board wage increase to all classifications of two percent (2.0%), effective April 1, 2016
- Year 6 - A general across the board wage increase to all classifications of two and ~~one~~ <sup>one-half</sup> quarter percent (2.50%), effective April 1, 2017

Percent

KN  
one-half  
CP RW

## 3. Signing Bonus

Upon ratification of this memorandum by the parties all permanent fulltime and part time employees will receive a one thousand dollar (\$1000.00) signing bonus.

Initials KN

CP

**4. Amendments to the Collective Agreement Language below Plus All Attached Signed Documents:**

Letter of Understanding

The District of Invermere will form an ongoing Benefit Committee consisting of two (2) members from the District and two (2) members from the Union to review the benefit program and provide recommendations to Administration.

Date: June 4, 2012

For Canadian Union of Public Employees

Local 2982

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

For District of Invermere

[Signature]  
[Signature]  
[Signature]

Initials KN

CA

AGREED TO ITEMS  
Between  
The District of Invermere and CUPE Local 2982

The following items are agreed to and will form part of the final Memorandum of Settlement:

ARTICLE II - MANAGEMENT RIGHTS – page 4

2.04      ~~The District shall have the right to retire an employee at age 65 years in accordance with the provisions of the *Pension (Municipal) Act*.~~

Date: September 20, 2011

For Canadian Union of Public Employees  
Local 2982

  
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For District of Invermere

  
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AGREED TO ITEMS  
Between  
The District of Invermere and CUPE Local 2982

The following items are agreed to and will form part of the final Memorandum of Settlement:

**ARTICLE XVII - BENEFITS AND HEALTH CARE PLANS**

- 17.04 (2) The premiums for the Extended Health Benefit Plan will be 100% paid by the District.  
This Plan shall include eye glass coverage for each employee and family member to a maximum of \$350.00 every 2 years. Effective January 1, 2001
- 17.05 (2) Coverage will be:  
Plan A - 100% co-insurance  
Plan B - 80% co-insurance. Effective January 1, 2001  
Plan C- 50% co-insurance for children only; to a life time maximum of \$4,000.00. Effective January 1, 2001

**ARTICLE III – TECHNOLOGICAL CHANGE AND AUTOMATION**

- 3.02 In accordance with ~~section 54 of the Labour Relations Code~~, 60 days before the District introduces or intends to introduce a measure, policy, practice or change the terms, conditions or security of employment affecting two or more permanent employees, the District shall notify the Union of the proposed change.

**ARTICLE VI – BOARD OF ARBITRATION**

- 6.04 The following may only be invoked by mutual agreement of the Parties in writing:
- (1) Where a difference arises between the Parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitral, during the term of the Collective Agreement ~~Mr. Don Monroe, Mr. Stephen Kelleher~~ arbitrators agreed to by both parties, or a substitute agreed to by the Parties, shall at the request of either Party:
- (a) investigate the difference;
  - (b) define the issue in the difference; and
  - (c) make written recommendations to resolve the difference within five (5) days of the date of receipt of the request; and for those five (5) days from that date, time does not run in respect of the grievance procedure.

**ARTICLE VII - SENIORITY**

New

7.01 (5) A Student Employee shall not accrue seniority.

**ARTICLE VIII -- HIRING, PROMOTION, TRANSFER, DEMOTION**

8.16 The Union shall be notified ~~promptly~~ notified within five (5) working days of all promotions, demotions, hirings, layoffs, transfers, recalls, and resignations.

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

**ARTICLE IX - LAY OFFS AND RECALL**

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

**ARTICLE X - HOURS OF WORK, OVERTIME AND WAGES**

10.09 All hours actually worked by an "on-call" employee shall be paid at overtime rates in accordance with the overtime provisions of this Agreement. An employee designated for on-call duty shall be available during his/her period of on-call and shall be required to investigate problems, call out additional staff and to become part of a work crew when necessary. When the "on-call" rotation list is created, senior employees will be given first choice on available dates.

ARTICLE XIV - APPROVED LEAVE

14.04 Upon notice of one (1) week, leave of absence without pay and without loss of seniority shall be granted upon request to the District, to employees elected or appointed to represent the Union at Union conventions. Such time shall not exceed a total of eighteen (18) working days in any one (1) year. Any employee off work on Union business shall continue to receive full wages from the District and the District shall bill the Union the full cost of these wages and all related benefits.

NEW

14.09 Leave for Birth or Adoption of Child

An employee shall be granted three (3) days off with pay for the birth or adoption of his / her child.

NEW

14.10 Adoption Leave

An employee, upon request, shall be entitled to the Parental Leave provisions of Article 13 when adopting a child.

ARTICLE XIX - PRINTING OF AGREEMENT

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

Pay Notes

Leadhand to be paid at the rate of \$1.00 ~~\$0.50~~ per hour over and above his/her regular wage or the highest paid employee in the crew, whichever is greater, provided that the leadhand is specifically assigned this function by the immediate supervisor or management.

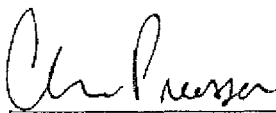
Any operator of the backhoe (while using the Hoe) or grader will be paid \$0.50 ~~\$0.35~~ per hour extra while doing so.

Date: October 20, 2011

For Canadian Union of Public Employees  
Local 2982



For District of Invermere



AGREED TO ITEMS  
Between  
The District of Invermere and CUPE Local 2982

The following items are agreed to and will form part of the final Memorandum of Settlement:

ARTICLE X - HOURS OF WORK, OVERTIME AND WAGES

10.09 All hours actually worked by an "on-call" employee shall be paid at overtime rates in accordance with the overtime provisions of this Agreement. An employee designated for on-call duty shall be available during his/her period of on-call and shall be required to investigate problems, call out additional staff and to become part of a work crew when necessary. All on-call time is non-bankable and must be paid out in the pay period earned. For clarification purposes all straight time worked is non-bankable and all overtime worked is bankable.


ARTICLE XII - SICK LEAVE

~~12.07 All permanent employees as of March 31<sup>st</sup> 2000, shall have the choice of:~~

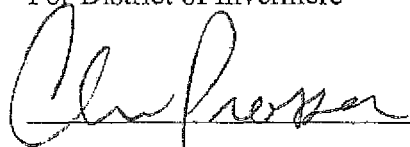
- ~~1. Upon retirement, pursuant to the provisions of the Pension (Municipal) Act, become eligible for and receive a cash gratuity payment of 100% of the accumulated frozen sick leave stated values as of March 31<sup>st</sup>, 2000;~~
- ~~2. Cash value of their sick leave as of March 31<sup>st</sup> 2000, as per the following:
 
  - ~~(a) twenty (20%) percent and~~
  - ~~(b) after 5 years of service an additional two (2%) percent per year of service thereafter to a maximum of one hundred and fifty (150) working days~~~~
- ~~3. A combination of 1. and 2. and/or leaving sick days in the bank.~~

Date: November 10, 2011

For Canadian Union of Public Employees  
Local 2982



For District of Invermere



AGREED TO ITEMS  
Between  
The District of Invermere and CUPE Local 2982

The following items are agreed to and will form part of the final Memorandum of Settlement:

ARTICLE 1.03 – No Discrimination

2 The Employer and the Union recognize the right of all employees to work in an environment free from sexual and personal harassment. Any complaint alleging sexual or personal harassment shall be treated seriously and in strict confidence *as provided by the District of Invermere Respectful Workplace Policy and the Code of Conduct Policy* and may be dealt with through the grievance procedure commencing at stage 2 or 3, as is appropriate.

11.13 ~~By mutual consent of the employee and the District in writing, 10 days with pay (maximum) may be carried over to the subsequent year.~~  
Employees are permitted to carry over a combination of 15 days in Annual Vacation or banked overtime in any calendar year. For requests in excess of 15 days, approval must be granted in writing by the District.

15.04 (Number accordingly)

(2) Each permanent employee employed in the Public Works Department will be reimbursed by the District to a maximum of ~~one hundred and fifty (\$150.00)~~ two hundred (\$200.00) dollars, for the cost of a pair of safety boots each year upon submission of proof of purchase.

(4) Every Public Works employee will be provided with two (2) pairs of gloves (additional gloves shall be provided if no longer usable, at the discretion of the Supervisor).

New Classification

Returning Student	Pay rate 2 <sup>nd</sup> season	\$16.34 effective April 1 <sup>st</sup> 2011
	Pay rate 3 <sup>rd</sup> season	\$17.45 effective April 1 <sup>st</sup> 2011
	Pay rate 4 <sup>th</sup> season	\$18.56 effective April 1 <sup>st</sup> 2011



LOU – Job Description Review

The Parties agree to have a committee, consisting of two members from the District and two members from the Union, to review by December 31, 2012 all job descriptions or classification.


This would include reviewing employee labor rates for equipment use, re-defining the lead hand and reviewing the existing wage structure to reflect certification. Any changes agreed to by the committee must be ratified by the membership and Council prior to implementation. The work of this committee will be conducted during working hours and be considered as time worked.

**LOU #1 – Re: Job Description Committee –DELETE**

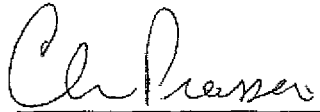
**LOU #5 – Re: Returning Students - DELETE**

Date: April 3, 201<sup>2</sup>

For Canadian Union of Public Employees  
Local 2982

  
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For District of Invermere

  
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AGREED TO ITEMS  
Between  
The District of Invermere and CUPE Local 2982

The following items are agreed to and will form part of the final Memorandum of Settlement:

**ARTICLE 1.05 – Managerial Exclusions**

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

- Chief Administrative Officer
- Director of Municipal Works
- Director of Finance
- Protective Services Officer
- Director of Development Services
- ~~Confidential Secretary~~
- Corporate Officer
- Director of Corporate Services
- **Fire Chief**
- **Building Inspector**

**ARTICLE 10.06 – PUBLIC WORKS STAFF**

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

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

come from the employee's sick leave bank. Depending upon the nature of the claim, the sick leave bank may be replenished by compensation and that employee's sick leave will be credited by the amount of the compensation reimbursement, divided by the employee's hourly wage.

LOU #3 – Re: Rehabilitation Assignment Committee - DELETE

LOU #4 – Re: Gardeners Classification / Modified Work Week - RENEW

LOU #6 – Re: Section 20.01 (3) - DELETE

### JOB DESCRIPTION ISSUES

Amend the "Labourer & Student" job description by removing "& Student".

### **JOB DESCRIPTION Student Labourer**

#### DESCRIPTION

Under general supervision, the Student Labourer performs a variety of semi-skilled and manual labouring duties. Work involves the general maintenance of municipal infrastructure including roads and streets, storm drainage, water and sewer systems, parks, cemetery and buildings.

#### **TYPICAL DUTIES AND RESPONSIBILITIES**

1. Perform heavy manual labour in the maintenance of municipal infrastructure.
2. Operate small equipment such as pumps, power tools, earth compactors, push lawn mowers, whippersnapper and pick-up trucks.
3. Perform related duties as assigned by the Public Works Foreman.

#### **NOTE**

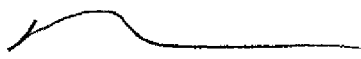
The duties listed are not set forth for the purpose of limiting the assignment of work and are not to be construed as a complete list of duties normally to be performed under a job title or those duties temporarily performed outside the normal line of work.

#### **REQUIRED KNOWLEDGE, ABILITIES AND SKILLS**


1. Some related experience or an equivalent combination of training and experience.
2. Knowledge of WCB Regulations as related and appropriate.
3. Secondary or post secondary education
4. Valid Class 5 BC Drivers License.

Date: April 3/4<sup>RD</sup>, 2012

For Canadian Union of Public Employees  
Local 2982

  
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For District of Invermere

  
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AGREED TO ITEMS  
Between  
The District of Invermere and CUPE Local 2982

The following items are agreed to and will form part of the final Memorandum of Settlement:

New

- 1.12 (5) The District shall remove letters of discipline from an employee's file after a five (5) year period, provided no additional letter(s) of discipline have been issued during that period.

ARTICLE 8.01 – Probationary Period

From the date of hiring, employees shall be on probation for a period of ninety (90) calendar days to determine capability and suitability, in the view of the District, for employment and for a permanent position in the case of a temporary or casual employee. During this period the probationary employee may be terminated at any time without notice, at the discretion of the District. During this period, employees shall be entitled to all rights and benefits, unless specified elsewhere in this Agreement. The District may extend the probationary period up to an additional ninety (90) calendar days with the mutual agreement of the Union.

- 8.18 (3) Training courses offered by the District may take place on or off the premises. While in training, an employee will be paid at their current hourly rate of pay. The District will arrange for the registration and payment for accommodation and provide necessary transportation, ~~room and board to~~ for employees who are required by the District to attend training courses at locations other than Invermere. Per diems will follow the District Policy that is in effect at the time.

ARTICLE XII - SICK LEAVE

**Sick Leave Credit**

- 12.02 (2) ~~In the event that the employee's regular sick leave bank has been depleted, the employee may access days from their Frozen Sick Leave in accordance with Articles 12.03, 12.04(2) and 12.07(1) and a deduction shall be made from the Frozen Sick Leave bank. These used credits will not be rebuilt.~~

**Proof of Illness**

- 12.06 (1) An employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) working days certifying that he/she was

unable to carry out his/her duties due to illness. The doctor fee for such medical certificate shall be borne by the District.

#### ARTICLE XIV - APPROVED LEAVE

14.07 (2) A permanent employee shall be granted one (1) day with pay to be a Pallbearer or Honour guard (within the Upper Columbia Valley – Canal Flats to Spillimacheen) and ½ day with pay to attend a funeral.

#### SPECIFIC CLASSIFICATION INCREASE

Acting Public Works Foreman hourly rate will be \$2.50 less than the regular rate of pay of the Public Works Foreman classification.

#### Pay Notes

The Gardener or Gardener II will be paid ~~\$0.29~~ \$0.50 per hour extra for weekend work (Saturday/Sunday) when working a modified workweek.

Operator List to include the Sweeper

#### LOU #2 – Re: Flexible Work Schedule Committee – RENEW AS AMENDED

The District of Invermere will form a Flexible Work Schedule Committee - consisting of two (2) members from the District and two (2) members from the Union to review ongoing changes to Provincial legislation that affects municipal infrastructure (in particular the Municipal water system), demands to ensure the safety of all residents, and demands for increased levels of service the need for flexibility within our workforce. This letter is specific to the Public Works Department. The parties agree to complete this process within one (1) year of the ratification of this Collective Agreement. This time limit may be adjusted by mutual agreement. If an agreement is reach at the committee level it will only be implemented if ratified by Council and the Union membership.

Date: April 3<sup>rd</sup>, 2012

For Canadian Union of Public Employees  
Local 2982



For District of Invermere



AGREED TO ITEMS

Between

The District of Invermere and CUPE Local 2982

The following items are agreed to and will form part of the final Memorandum of Settlement:

**Clothing Allowance**

- 15.04 (1) In addition to an annual clothing maintenance allowance of one hundred (\$100.00) dollars which shall be paid during the month of July, each permanent employee employed in the Public Works Department shall receive the following each year:
  - (a) two (2) pairs of coveralls or overalls or in lieu of those items two pairs heavy duty style work pants (1 winter and 1 summer pair or 2 summer pair at the discretion of the employee) and,
  - (b) two (2) pairs of gloves (additional gloves shall be provided if no longer usable, at the discretion of the Supervisor).
  - (c) two (2) shirts with the District of Invermere logo will be provided for office staff one (1) summer and one (1) winter. These shall be replaced as required.
  - (d) The District shall bulk purchase as per the District's "Sustainability Purchasing Policy".

(2) Laundered clothing at the District's cost will be those contaminated with sewer, oil, chemical or blood born pathogen.

LOU #? Certification Premiums

The District and Union will form a Committee - consisting of two (2) members from the District and two (2) members from the Union to develop a certificate premium process that reflects training and certification. The parties agree to complete this process within one (1) year of the ratification of this Collective Agreement. This time limit may be adjusted by mutual agreement. If an agreement is reach at the committee level it will only be implemented if ratified by Council and the Union membership.

Date: April, 2012

For Canadian Union of Public Employees  
Local 2982

For District of Invermere

AGREED TO ITEMS  
Between  
The District of Invermere and CUPE Local 2982

The following items are agreed to and will form part of the final Memorandum of Settlement:

**LOU #7 – Re: Snow Clearing Operations**

That Section 10.03 of the Collective Agreement be amended by adding the following:

“10.03(1)(a)

The regular work week for Snow Clearing Operations shall consist of five (5) eight (8) hour days from Monday to Friday inclusive, 5:30 am to 2:00 pm with one-half (1/2) hour for lunch for the months ~~from~~ ~~of November~~ December 1<sup>st</sup> to March 15<sup>th</sup>. Any employee performing work under this LOU will be entitled to a one dollar (\$1.00) per hour shift premium for all hours worked on that shift. There shall be no "pyramiding" of shift differentials with overtime. This LOU will expire on April 30<sup>th</sup> of each year unless agreed by the parties to be renewed or amended.

**ARTICLE XX - DEFINITIONS OF EMPLOYEES**

20.01 (2) **Permanent Employees include the following:**

**a.** Regular Full-Time Employees are those employees who have completed the probationary period and who are regularly scheduled to work the full hours of work, as outlined in Article X of this Agreement. **Regular Full-Time Employees are entitled to all benefits as outlined in this Agreement.**

~~(3)~~ **b.** Regular Part-Time Employees are those employees who have completed the probationary period and who work fewer hours per week, **weeks per month, or months per year** than a full-time employee as outlined in Article X of this Agreement. Regular Part-Time Employees are entitled to all benefits as outlined in this Agreement.

**Renumber accordingly...**

**(6) Student Employee shall mean an employee, full-time or part-time, who is employed between April 1<sup>st</sup> and October 1<sup>st</sup>. This employee must be returning to an educational institution in the fall. The Union will be involved in the discussion of student numbers during the annual budget process.**



ARTICLE X - HOURS OF WORK, OVERTIME AND WAGES

10.03

(2) Office Staff:

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


(a) The modified regular work week shall consist of five (5) seven and one half (~~7½~~ 7.5) hour days from Monday to Friday inclusive, 8:30 AM to 5:00 PM, with one regularly scheduled day off every fifteenth (15) working day (see letter of understanding #2).

LOU #?

The District of Invermere will form a Flexible Work Schedule Committee - consisting of two (2) members from the District and two (2) members from the Union to review possible operational changes in the District Office. The parties agree to complete this process within one (1) year of the ratification of this Collective Agreement. This time limit may be adjusted by mutual agreement. If an agreement is reach at the committee level it will only be implemented if ratified by Council and the Union membership.

Date: June 4, 2012

For Canadian Union of Public Employees  
Local 2982



For District of Invermere

