

# **COLLECTIVE AGREEMENT**

Between

**THE CORPORATION OF THE CITY OF FERNIE**



And

**CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2093**



**March 01, 2024 – February 29, 2028**



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**COLLECTIVE AGREEMENT**

BETWEEN:

**THE CORPORATION OF THE CITY OF FERNIE**

(hereinafter called the "**City**")  
OF THE FIRST PART

AND:

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2093**

(hereinafter called the "**Union**")  
OF THE SECOND PART

**WITNESSETH THAT:**

**ARTICLE 1     DEFINITIONS**

**1:01     Regular Employees**

**A.     Regular Full-Time Employees**

A regular full-time employee is an employee who has successfully completed probation and who works the regularly scheduled normal work week in accord with the Hours of Work provision (Article 6). These employees accumulate seniority and are entitled to all benefits as outlined in this Agreement.

**B.     Regular Part-time Employees**

A regular part-time employee is an employee who has successfully completed probation and who works no more than seventy-five percent (75%) of the weekly hours, maximum thirty (30) hours per week, compared to a full-time employee and whose employment is continuous. These employees accumulate seniority and are entitled to all benefits as outlined in this Agreement. Part-time employees shall not be used in such a way as to replace full-time employees where a full-time shift following the terms in the Collective Agreement or LOU's attached would serve the same purpose.

**C.     Probationary Employees**

A person hired to become a regular full-time employee or regular part-time employee and who is serving the probationary period as provided in this Agreement. These employees are covered by the provisions of this Agreement except as specified otherwise.

1:02 Non-Permanent Employees

It is understood and agreed that the use of non-permanent employees will not result directly in the lay-off or a reduction in the regular hours of work of regular full-time and regular part-time employees. It is not the intention of the City to employ a non-permanent employee instead of employing a regular employee.

A. Temporary Employees

A temporary employee is a full-time or part-time employee, who is designated at the time of hiring to be employed for a specific or indefinite period of time not to exceed four (4) months in a twelve (12)-month period without the agreement of the Union. This period may be extended with the agreement of the Union, which shall not unreasonably be denied. These employees are covered by the provisions of this Agreement except as specified otherwise in this Agreement. For clarification purposes the parties hereby agree to the following:

1. The twelve (12) month employment period of any Temporary Employee shall be calculated from the first (1<sup>st</sup>) day of the employment as a Temporary Employee.
2. The four (4) month employment period of any Temporary Employee shall be calculated from the first day of their employment as a Temporary Employee.
3. The employment of a Temporary Employee, regardless of the length of employment, shall not preclude such Temporary Employee from being subsequently employed as a Casual or Regular Employee.
4. The Employer is required to have the agreement of the Union to employ a Temporary Employee under the following terms:
  - a. If at the time of hiring, the Temporary Employee is to be employed for a specific or indefinite period of time that will exceed four (4) months, or
  - b. A Temporary Employee who has been employed for four (4) months, or more, in a twelve (12) month period, may subsequently be employed as a Temporary Employee in the same or a different temporary position within the twelve (12) month period.

The Union shall not unreasonably deny such agreement.



B. Casual Employees

A casual employee is a full-time or part-time employee who is employed on a day-to-day basis. Casual employees are employed on an "on-call" basis to cover absence due to sick leave, vacation leave, or any approved absence or to augment the regular work force during peak periods. Peak periods shall mean and be limited to heavy snowfall removal, flooding or when the workload is unable to be completed by the regular workforce during regular hours PROVIDED THAT casual employees will not be utilized during peak periods in circumstances where a regular employee is not scheduled to work, without first offering overtime to a regular employee or employees. These periods shall not exceed ninety (90) working days in a twelve (12) month period without agreement of the Union. These employees are covered by the provisions of this Agreement except as specified otherwise.

C. Student Employees

A student employee is a bona-fide student presently enrolled full-time in a post-secondary program or a Grade 12 graduate who has applied for such enrolment, and who is employed between May 1 and September 15 in any given year. For clarification purposes students who, at the time of hiring, are not in full time attendance in Grade 12 or a post secondary program shall not be excluded. It is agreed that all students shall be required to be enrolled in full-time studies in September. These employees are covered by the provisions of this Agreement except as specified otherwise.

It is understood that the student may be integrated into the workplace under the charge of regular permanent employees to provide students with incremental or meaningful work. A student can work with a crew of two or more permanent employees but shall not replace a permanent employee on the crew. If a permanent employee becomes ill or injured and there is no other permanent employee to replace the sick or injured employee, upon consent of both the Union and the Management the student could fill in and be paid the appropriate rate of pay for the rest of the shift.

A student will not replace any regular full-time or regular part-time employee unless mutually agreed between the parties.

D. Engineering Student

An Engineering Student shall be defined as someone currently enrolled in an engineering, science or technical program. The term of employment of an Engineering Student is limited to six (6) months in duration. These employees are covered by the provision of this Agreement except as specified otherwise.

## **ARTICLE 2     UNION RECOGNITION**

- 2:01     The City or anyone authorized to act on its behalf recognizes the Union as the sole collective bargaining agency for its employees who are covered by the certification issued by the Labour Relations Board of British Columbia on May 29, 1962 and varied from time to time, and hereby consents and agrees to negotiate with the Union or 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.
- 2:02     a)     The City agrees to acquaint new employees with the fact that an Agreement between the Parties is in effect, and with the conditions of employment set out in Article 4 of this Agreement, dealing with Union security and dues check-off; and all new employees shall be presented with a copy of the Agreement by the City on commencement of employment.
- b)     A representative designated by the Union will be given an opportunity to meet privately with each new employee during the first month of employment to acquaint them with the structure, benefits, and duties of union membership. A maximum of thirty (30) minutes will be allowed for this purpose within regular working hours and without loss of pay for either employee. Employees in attendance at such meeting will record their time as Union business and the Union will reimburse associated wage costs to the City. The scheduling of such time must be approved by the employees' Supervisor.
- 2:03     Copies of all resolutions and bylaws adopted by the City which affect the members of the Union are to be forwarded to the Union by email.
- 2:04     The City shall provide bulletin boards in all shops and offices 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. Such bulletin boards shall be placed in a prominent place for all employees to see.
- 2:05     In the event any other employees of the City engage in a legal strike and place or maintain pickets at the City's premises, then any refusal to work or failure to cross such a picket line by the members of this Union shall not be considered a violation of this Agreement. A bargaining unit employee thus absent from work shall be deemed to be on unpaid leave of absence.

2:06 Persons whose jobs are not in the bargaining unit shall not work on jobs which are included in the bargaining unit except in the case of emergency, for instruction or training of bargaining unit employees.

2:07 No employee shall be required or permitted to make a written or verbal agreement with the City or their representatives, which may conflict with the terms of this Collective Agreement.

2:08 All rights and working conditions which employees now enjoy, receive or possess as employees of the City, shall continue to be enjoyed and possessed in so far as they are consistent with this agreement, but may be modified by mutual agreement between the City and the Union.

2:09 Union Representation

An employee shall have the right to have a Union Steward, or designate, present at any meeting conducted by the Employer for disciplinary purposes or investigatory meetings where information may be shared or gathered that may lead to discipline. Prior to meeting the City will advise the employee of the topic of discussion and of their right to Union representation.

**ARTICLE 3     MANAGEMENT RIGHTS**

- 3:01     The City reserves the right to operate and manage its business and to make and alter from time to time rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement. Nothing in this Agreement shall be interpreted as interfering in any way with the City's rights to extend, limit, curtail, or shut down its operations or any part thereof, when, at its sole discretion, the City may consider it advisable to do so.
- 3:02     All employees of the City of Fernie employed on a full-time basis will recognize the fact their obligations and duties are to being a full-time employee of the City of Fernie and that they will confine their employment to one City only, namely the City of Fernie, unless otherwise mutually agreed to by both Parties.
- 3:03     The City shall not dismiss or discipline an employee bound by this agreement who has successfully completed probation, except for just and reasonable cause. The test of cause for termination of an Employee on probation shall be a test of the Employee's capability and suitability for the position in which they are employed and for employment with the City.

**ARTICLE 4     UNION SECURITY AND CHECKOFF**

- 4:01     Every employee who is now or hereafter becomes a member of the Union shall maintain their membership in the Union as a condition of their employment; and every new employee whose employment commences hereafter shall, within the thirty (30) days after the commencement of their employment, apply for and maintain their membership in the Union as a condition of employment.
- 4:02     The City agrees to deduct from the pay of each member of the Union employed by the City any initiation fees, monthly dues or assessments levied, as set by the Union from time to time.
- 4:03     Deductions shall be made from the payroll of each month and shall be forwarded to the Secretary-Treasurer of the Union not later than the tenth (10th) day of the month following, accompanied by a list of all employees from whose wages the deductions have been made.

**ARTICLE 5     UNION TIME OFF**

- 5:01     The City agrees that where permission has been granted, a maximum of three (3) representatives of the Union may leave their employment temporarily in order to carry on negotiations with the City, (other than those related to collective bargaining) and to deal with grievances, without loss of pay for the time so spent.
- 5:02     Leave of absence without pay and without loss of seniority shall be granted upon request to the City, to employees elected or appointed to represent the Union at Union conventions and/or Union Education, but no more than four (4) employees shall be granted such leave at any one time. Such time shall not exceed a total of thirty (30) working days in any one (1) year.
- 5:03     Any employees who are selected or elected for a full time position with the Union or anybody with which the Union is affiliated, or who is elected to public office, other than City offices, shall be granted unpaid leave of absence without loss of seniority by the City for a period of one (1) year. Such leave of absence shall be renewed each year during their term of office. Benefits during such unpaid leave shall be the responsibility of the Union.
- 5:04     A maximum of two (2) bargaining representatives in the employ of the City shall have the privilege of attending collective bargaining meetings, if held during regular working hours, without loss of remuneration; additionally, the Local secretary and one representative from each department or section of the operation (i.e., City Hall, Works Crew and Recreation) may also be granted the privilege of attending bargaining meetings, if held during regular working hours at the Union's cost.
- 5:05     The City agrees that stewards and members of the Union Executive shall not be hindered, coerced, restrained or interfered with in any way during their investigation or presentation of grievances. Prior to leaving their workplace, stewards and members of the Union Executive shall obtain the permission of their supervisor, which shall not be withheld unreasonably. The names of Stewards and Union Executive shall be communicated to the employer in writing. The City agrees to grant time off with pay during any working day to a maximum of three (3) Union Executives or Stewards in order to attend meetings with Management of the City or to investigate grievances, unless otherwise agreed upon.

## ARTICLE 6 HOURS OF WORK

6:01 A.

1. Office Staff:

The normal work week shall be any seven (7) hours per day between 8:00 a.m. and 5:00 p.m. Monday to Friday, thirty-five (35) hours per week. Upon mutual written agreement between the employee and the City, an employee's normal work week may be amended to be any seven (7) hours per day between 6:00 a.m. and 7:00 p.m. Monday to Friday, thirty-five (35) hours per week. The Union will be provided with a copy of the draft agreement prior to the employee changing their normal hours of work.

2. Outside Staff:

The normal work week shall consist of five (5) eight (8) hour days from Monday through Friday inclusive. No eight (8) hour shift shall be spread over a period longer than nine (9) hours with one (1) hour for lunch. Upon mutual agreement between the employee and the City, the lunch period may be reduced to thirty (30) minutes.

i. Day Shift:

Shall be any regular shift starting at or after 6:00 a.m. and ending by or before 5:00 p.m. and shall be paid for at regular rates.

ii. Afternoon Shift:

Shall be any scheduled shift starting at or after 3:00 p.m. or such other time as may be mutually agreed upon.

iii. Night Shift:

Shall be any scheduled shift starting at or after 1:00 a.m. or other time as may be mutually agreed upon.

3. Bylaw Enforcement Hours of Work:

The normal work week shall be any seven (7) hours per day between 8:00 a.m. and 5:00 p.m. Monday to Friday, thirty-five (35) hours per week. Subject to mutual agreement the Bylaw Enforcement Officer may be required to work irregular hours and schedules because of the nature of the duties of the position. Therefore, alternative hours of work may be scheduled on a weekly basis with no split shifts. Overtime shall not be paid for the first seven (7) hours in any workday or thirty-five (35) hours in any work week. Shift premiums and weekend premiums would be applicable to this position.

4. Regular Part-time Staff

The employee will be provided with one week's notice of any change in their start time/schedule.

B.

Arena Personnel will work ten (10) hour workdays as follows:

I Work Shifts:

i. When the Refrigeration Plant is in operation the shift schedule will be as defined in Appendix "B":

1. Day shift: start at 6:00 a.m. and end at or before 4:30 p.m.
2. Afternoon shift: start at or after 1:00 p.m. and end at or before 1:00 a.m. The start time for the afternoon shift will be posted at the Arena seven days in advance.

ii. When the Refrigeration Plant is NOT in operation:

1. Employees holding Permanent Full-time Maintenance Positions will work four (4) ten (10) hour days, forty (40) hours per week, on either a Wednesday through Saturday schedule or a Sunday through Wednesday schedule.
2. The shift shall start at or after 6:00 a.m. and ending at or before 5:00 p.m.

II When the Employer requires the employee to remain on Employer property or the worksite and be available for work, the employee shall receive a one-half (1/2) hour paid meal break, on a rotational basis between employees between the 5<sup>th</sup> and 6<sup>th</sup> hours of work. Ten (10) minute rest periods, pursuant to Article 6.02, shall be taken when deemed convenient.

III During the time the refrigeration plant is operating employees working at the arena shall not be assigned to work outside of Parks, Facilities and Recreation Services maintenance except in case of emergency.

IV Vacations, Floaters and Sick day entitlement will be a direct conversion from "days" to "hours", with a day equaling eight (8) hours.

V Statutory Holidays will be paid on the basis of a ten (10) hour normal workday.

VI Parks, Facilities and Recreation Services Temporary Employees and Summer Student Staff

- i. These employees shall not be scheduled more than ten (10) hours per day and no more than forty (40) hours per week and shall be entitled to a minimum of two consecutive days of rest in any 7-day period.
- ii. The employee will be provided with one week's notice of any change in their start time/schedule within the designated period.



- 6:02 All employees shall be permitted a ten (10) minute rest period both in the first half and in the second half of a shift. This rest period may be taken at the worksite provided there is access to a washroom facility.
- 6:03 Upon mutual agreement, the City shall have the right upon twenty-four (24) hours' notice to the Union, to change the employees work schedule inclusive of Saturdays and Sundays, provided that the employee receives two (2) consecutive days of rest in a seven (7) consecutive day period or be paid overtime according to this contract. The provisions of Article 8 shall not apply in respect to such shifts provided that any employee working their scheduled days of rest shall receive overtime rates as set out in Article 8 of this Agreement.

## **ARTICLE 7     WAGES**

- 7:01     The City shall pay salaries and wages every second Friday if practicable. On each pay, each employee shall be provided with an itemized statement of the employee's wages and deductions.
- 7:02     In the event of an employee reporting for work in any day and being sent home before commencing work, the employee shall be paid for two hours at regular rates.
- 7:03     Hours of work which are subject to overtime rates, shall not be eligible for shift premiums.
- 7:04     Regular, casual, and temporary employees working afternoon shift shall be paid a shift premium of one dollar (\$1.00) per hour over and above their regular rate of pay. Regular, casual, and temporary employees working night shift shall be paid a shift premium of one dollar (\$1.00) per hour over and above their regular rate of pay.
- 7:05     Regular, casual, and temporary employees whose regular work week includes work on Saturday or Sunday shall be paid a premium of one dollar (\$1.00) per hour over and above their normal rate of pay for every hour worked on a Saturday or Sunday.
- 7:06     Any employee required in the course of employment to come into direct contact with road oil or hot asphalt or while repairing water leaks or doing sewer work which requires an employee to come in direct contact with sewer (vapors, liquids and solids) shall be paid a premium of forty (\$0.40) cents per hour over and above the normal rate of pay for every hour actually so employed.
- 7:07     When an employee is required to possess an air ticket in performance of their normal duties, they shall; receive a premium of ten (\$0.10) cents per hour for all hours when it is necessary to work under the ticket.
- 7:08     Employees who are required to work for more than six and one-half consecutive hours in any day or shift shall be provided with a meal, or an amount not to exceed fifteen (\$15.00) dollars by the City.
- 7:09     If the City requires an employee to have an Industrial First Aid Ticket, the employee holder of this ticket shall be paid One Dollar (\$1.00) per day for each day worked.
- 7:10     The City shall provide fire insurance covering the tools owned by employees and used in their duties with the City. In addition to the foregoing, mechanics shall receive four (4) hours pay per month for use of their tools.
- 7:11     When there is any change in any classification, or duties of a classification, and/or rate of pay, or when any position not covered by Schedule "A" is established during the life of this Agreement, the classifications and/or rate of pay for the job in question shall be subject to negotiations between the City and the Union. The new rate shall become retroactive to the time the position was filled by the employee.

If an employee or the Union believes that as a result of changes in duties, the employee no longer falls within the employee's classification, the employee or the Union may apply in writing for reclassification to another or to a new classification. The application will be considered by the City and a written response given to the Union and the employee within 30 days, and if the Union is not satisfied with the result, the Union may process the matter at Step 2 of the grievance procedure. Should no settlement be reached, the arbitration step may be utilized with a one-person arbitration board. The arbitrator, in such a case, is limited to determining which of the existing classifications is appropriate, or requiring the City to establish a new one which is appropriate. The reclassification and a rate of pay shall be retroactive to the date the employee or the Union first applied for the successful reclassification.

- 7:12 When a supervisor temporarily assigns an employee to a higher classification or, when a supervisor temporarily assigns duties of a higher classification to an employee, the employee shall receive the rate of pay for the higher classification for the time spent on the temporary assignment. Such employee shall be returned to their normal classification at the end of the temporary assignment.

When a supervisor temporarily assigns an employee to a lower classification, or when a supervisor temporarily assigns duties of a lower classification to an employee, the employee's regular rate of pay shall not be reduced for the time spent on the temporary assignment.

When a supervisor temporarily assigns an employee to a position outside the scope of this Collective Agreement, or, when a supervisor temporarily assigns duties of a position outside the scope of this Collective Agreement the employee shall be paid a minimum of fifteen (15%) percent above their regular rate of pay for the time spent on the temporary assignment. No employee shall be temporarily assigned to a position or to duties of a position outside the scope of this Collective Agreement without that employee's consent. When an employee agrees to a temporary assignment outside the scope of this Collective Agreement, there shall be no loss of seniority benefits. In each case of temporary assignment that is in excess of three (3) workdays or shifts, the Union shall be notified in writing of the temporary assignment.

- 7:13 An employee assigned to exhume a body or body remains at the cemetery, shall be paid three times the regular rate of pay of Operator 2 if operating the backhoe, or three times the regular rate of pay of Labourer/Janitor, for the time involved. An employee may refuse such an assignment.
- 7:14 An employee who is designated as a Leadhand shall be paid a premium of \$2.00 per hour, for each hour in such capacity, above the higher of the employee's regular rate or the rate of the highest paid employee in the Leadhand's charge.

## **ARTICLE 8 OVERTIME, STANDBY AND CALLBACK**

- 8:01 All time worked beyond the normal workday or week shall be deemed to be overtime. Overtime shall be paid for at the rate of time and one-half (1 1/2) for the first three hours worked in excess of a normal workday and time and one-half (1 1/2) for the first three hours on Saturdays or Sundays. For employees who normally work less than full-time hours, overtime will apply after eight (8) hours per day or forty (40) hours per week.
- 8:02 All overtime worked in excess of three (3) hours on normal work days, Saturdays or Sundays and all hours worked on Statutory Holidays as listed in Clause 9:01 or any day which replaces above days shall be paid at double (2x) the rate of pay for the classification for every hour worked. Any employee who works on a Statutory Holiday as listed in Clause 9:01 shall be paid their regular holiday pay in addition to the above applicable overtime pay.
- 8:03 There shall be no extended amount of overtime worked in any operation while there are employees on layoff in the same or similar type of operation, and qualified to perform the available work. A list indicating the employees and overtime worked will be posted bi-weekly.
- 8:04 In lieu of overtime payment employees may choose to take time off at the rate earned at a time mutually agreeable. No employee shall be entitled to have in their overtime bank more than ten (10) working days at any one time. Any amount of overtime banked in excess of ten (10) days will be paid out to the employee with their next regular pay. As of December 31st, any such banked time not taken will be paid out at the rate earned.
- 8:05 Every employee not on standby who is called out and required to work in an emergency outside their regular working hours shall be paid a minimum of three (3) hours at overtime rates.
- 8:06 Employees required to standby shall receive eight (8) hours pay at the employee's regular rate for each twenty-four (24) hour period. The City shall supply employees on standby with cell phone.
- 8:07 Overtime and callback time shall be divided equally among the employees engaged in similar types of operations and who are qualified to perform the work that is available. A list indicating the employees and overtime worked will be sent to the Union monthly by email.

## ARTICLE 9 STATUTORY HOLIDAYS

9:01 All employees with more than thirty (30) calendar days service, shall receive one (1) day's pay for not working on the following listed holidays:

New Year's Day	Family Day
Good Friday	Easter Sunday
Victoria Day	Canada Day
B.C. Day	B.C. National Day for Truth and Reconciliation
Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day
Boxing Day	

or any other day proclaimed by the Federal, Provincial or Municipal Government as a holiday, providing such holiday occurs from Monday through Friday, inclusive.

9:02 When a Statutory Holiday falls on a regularly scheduled workday, the employee will receive the day off with pay.

If an employee works Monday to Friday and the Statutory Holiday falls on a Saturday or Sunday, the business day(s) immediately following shall be deemed the holiday.

If an employee works a shift other than Monday to Friday and the Statutory Holiday falls on their regular scheduled day(s) off, the employee may choose to:

1. be paid for the day (at straight time).
2. take an alternative day to be scheduled by mutual agreement of the City and the employee, and such request for an alternate day shall not unreasonably be denied. All unused bank statutory holidays, excluding Christmas Day and Boxing Day, shall be paid out on December 31<sup>st</sup> of that year. Unused Christmas Day and Boxing Day statutory holidays shall be paid out on March 31<sup>st</sup> of the following year.

9:03 In the case of a part-time employee who qualifies for a Statutory Holiday with pay, the part-time employee shall be paid for that holiday an amount which results from multiplying the employee's regular rate times one-tenth of the number of regular hours worked by the employee in the full pay period immediately preceding the pay period in which the holiday falls.

## **ARTICLE 10    FLOATING HOLIDAY**

10:01    A floating holiday (one day) shall be granted to each regular employee employed at work for each complete calendar quarter-year (i.e., January 1 to March 31 - one day; April 1 to June 30 - one day; July 1 to September 30 - one day; October 1 to December 31 - one day). The full calendar year's quota shall be made available to the regular employee on January 1 each year or when the employee becomes a regular employee.

10:02    Floating Holidays shall be taken at a time which is acceptable to both the City and the employee. The employee shall apply in writing at least ten days prior to the date requested for the Floating Holiday, and the City shall reply in writing within five days of receipt of the request. Such requests shall not be unreasonably denied. The year's quota of floating holidays for the regular employee shall be taken at any time during the calendar year or one day can be left to be taken in January and February of the next year. Any such days taken before being earned shall be considered an advance and shall be repaid to the City if the employee does not subsequently earn them.

Under special circumstances, if operational requirements permit, a Floating Holiday of one day or less may be granted in response to a request to the immediate supervisor, without regard to the above timelines.

## ARTICLE 11 ANNUAL VACATIONS

11:01 Vacations for regular employees shall be according to the following:

<u>Continuous Years of Service on Dec.31</u>	<u>Working Days Paid Vacation</u>	<u>Continuous Years of Service on Dec.31</u>	<u>Working Days Paid Vacation</u>
<b>Date of Hire</b>	<b>Up-to 10* 11.03</b>		
1	10 days	12	22
2	15	13	23
3	16	14	24
4	17	15	25
5	17	16	27
6	18	17	28
7	18	18	29
8	19	19	30
9	19	20	31
10	21	21	32
11	21	22 and thereafter	33

Regular part-time employees shall receive vacation with pay on a pro-rata basis.

- 11:02 Annual vacation requests for the week in which Christmas falls and the week immediately following in any calendar year shall be considered on an employee rotation basis, not by seniority
- 11:03 Regular employees hired during the year and not having a year of continuous service up-to December 31<sup>st</sup> shall be entitled to up to 10 days of vacation during their first year of service. The entitlement shall be calculated as one day of vacation for each full month of employment, up to a total of 10 days. They shall be eligible to request that vacation on a first-come-first-served basis, to be approved at the discretion of their manager. Should an employee leave the employment of the City for any reason during their first year of service this entitlement shall be deemed null and void, and any used vacation days shall be repaid to the City by deduction from their final pay
- 11:04 An employee leaving the service at any time in their vacation year before they have had their vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation. When an employee dies, their estate shall be credited with the value of vacation credits owing to them.

- 11:05 If a statutory or declared holiday falls or is observed during an employee's annual vacation period, they shall be granted an additional day's vacation for such holiday in addition to their regular vacation time. Such additional days' vacation may, at the option of the employee, be taken in conjunction with the vacation period during which the given statutory or declared holiday falls; however, the employee must advise the City of such choice prior to commencement of the vacation period at issue.
- 11:06 All employees shall be granted the vacation period preferred by the employee, or at such times as may be mutually agreed upon by the City and the employee. Preference in choice for vacation requests that are submitted on or before February 15<sup>th</sup> of the current year shall be determined by seniority of service. Such vacation requests will be confirmed in writing by February 28<sup>th</sup>. Vacation requests received after March 1<sup>st</sup> of the current year shall be determined on a first-come, first-served basis and these requests will be confirmed in writing within five business days of submission.
- 11:07 A casual and a temporary employee shall be paid vacation pay of 4% on each pay cheque.
- 11:08 Employees shall take their annual vacation in the year in which it falls. Under extraordinary circumstances an employee, upon written request, shall, with the prior written approval of their immediate Supervisor, be able to hold over up to five working days to be taken in the following year in addition to that year's annual vacation. Any other unused vacation as at December 31 in any year will be paid out.
- 11:09 Where an employee qualifies for hospitalized sick leave (certified by a medical practitioner), bereavement, or any other approved leave during their period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date at the employee's option.
- 11.10 As a result of the change to vacation accrual on January 1, 2022, employees hired on or after January 1, 2022, accrue vacation entitlement during their first year of service and are entitled to use such vacation in that first year. As a result, following their first year of service, if the employee leaves the employment of the City for any reason, their vacation allotment will be pro-rated and reconciled for any partial year of service. For example, if the employee leaves the employ of the City on June 30, 2025, they will be entitled to 50% of their vacation entitlement for 2025.

Employees hired before January 1, 2022, did not accrue and use vacation during their first year of service. As a result, upon leaving the City for any reason, they will be paid for a pro-rated portion of their vacation allotment for the following year based on the date they leave the employ of the City. For example, an employee who leaves the employ of the City on June 30, 2025, will receive a payout for all unused vacation that they have remaining for 2025 and 50% of their vacation entitlement for 2026.



## ARTICLE 12 SPECIFIC LEAVES OF ABSENCE

### 12:01 Sick Leave

- a. Sick leave means the period of time a regular permanent and regular part-time 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, or to meet the responsibilities related to the care of health issues of any member of the employee's immediate family. In this clause, immediate family is defined as a parent, spouse, common-law spouse, mother in-law, father in-law, common-law child, step-child or child.
- b.
  - i) All regular full-time and regular part-time employees shall have annually ten (10) days sick leave. This sick leave is not accumulated and will be dissolved at December 31st each year if unused. An employee commencing employment after January 1 in any year shall receive a pro-rated amount of sick leave (based on ten (10) days sick leave per calendar year) for that year. For clarity, paid sick leave pursuant to this Article is inclusive of any and all paid illness or injury leave the employee may be entitled to under the BC Employment Standards Act such that the employee will be entitled to a maximum of ten (10) paid sick days per calendar year.
  - ii) These days may be used to meet the responsibilities related to the care of health issues of any member of the employees' immediate family as defined in 12:01 a). Of these days no more than three (3) days may be used consecutively.
- c. When an employee utilizes sick leave they shall phone to the Supervisor prior to shift start advising the Supervisor that they will not report for work and any employee who is suspect of abusing their sick leave by a regular schedule of being sick will have to produce a doctor's certificate from a qualified medical practitioner stating a valid reason for loss of work. Any employee suspect and found abusing or capitalizing on sick leave benefits will have their employment terminated at once.
- d. Sick leave without pay shall be granted to an employee who does not qualify for sick leave with pay, or who is unable to return to work by reason of illness at the termination of the period for which sick leave with pay is granted. A request for sick leave without pay must be accompanied by a doctor's certificate from a qualified medical practitioner. That certificate must also include a prognosis and an anticipated return to work date.
- e. A record of all unused sick leave will be kept by the City. Any employee is to be advised, upon application, of the amount of sick leave accrued to their credit.

12:02 Maternity Leave and Parental Leave

- a. Upon written request, maternity and/or parental leave of absence without pay and without loss of seniority shall be granted to employees in accordance with the Employment Standards Act, as amended.
- b. An employee returning to work after such leave shall provide the employer with at least four (4) weeks' notice. The returning employee shall be reinstated in their former position or a comparable position, with all increments to wages, entitlements and benefits to which the employee would have been entitled had the leave not been taken. The employer shall continue to make its contributions towards the premiums for group benefits during the period of the leave, if applicable. Annual vacation shall continue to accrue during the leave, if applicable. After a combined total of fifty-two (52) weeks an employee would be responsible for the cost of the premiums for group benefits.

12:03 Bereavement Leave

Regular full-time and regular part-time employees shall be granted leave without loss of pay or benefits as follows:

- a) In the event of the death of a spouse or common law spouse who resides with the employee, or child, step-child, common-law child or parent five (5) regularly scheduled work days;
- b) In the event of the death of a spouse, common law spouse, who does not reside with the employee, or step-parent, brother, sister, grandparent (which includes common-law grandparents), mother-in-law, father-in-law, brother-in-law, sister-in-law, nieces, nephews, grandchildren, aunts or uncles, three (3) regularly scheduled work days, to be taken on any of the two (2) work days immediately prior to the funeral / service, the day of the funeral / service, and any of the two (2) work days immediately following the funeral / service provided the funeral / service of the deceased person is within a four hundred and eighty (480) kilometer radius of the City of Fernie. In the event the funeral / service of the deceased person referred to in this 12:03(b) is held beyond a four hundred and eighty (480) kilometer radius of the City of Fernie, the employee shall be granted an additional two (2) regularly scheduled work days PROVIDED THAT the employee attends the funeral / service of such deceased person.
- c) One (1) day shall be granted to attend a funeral as a pallbearer, Provided THAT the employee has the approval of their supervisor or department head and leave pursuant to this Article has not otherwise been taken.

In the event of the death of a spouse or common law spouse who resides with the employee, or child, step-child, common-law child or parent, on request of the employee,

the employee shall be granted up to an additional fourteen (14) days of leave without pay, but without loss of benefits or seniority.

Any other employee shall be granted leave of absence without pay as indicated above.

12:04 Court Witness Leave

An employee who is subpoenaed to serve as a Juror or Witness in any court or inquest shall be granted leave of absence without loss of pay or seniority. The City shall pay the employee their regular wages and the employee shall turn over to the City the payment they receive for such duty (excluding payment for traveling expenses, hotel accommodation and meals).

12:05 Leave of Absence – General

- (a) When an employee is given leave of absence, without pay for reason or is laid off on account of lack of work and returns to the service of the City upon expiration of such leave of absence. etc., shall retain their cumulative credit, if any, existing at the time of such leave or layoff.
- (b)
  - i. The City shall grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the City. Such requests shall not be unreasonably denied.
  - ii A leave of absence without pay will only be granted if an employee has used all of their floater and banked time accumulation and vacation time that has not been previously approved by the city.
- (c) In the event that an employee is accused of an offence, which requires a Court appearance they shall be entitled to leave of absence without loss of seniority, benefits and pay. In the event that the accused is jailed awaiting a Court appearance, they shall be entitled to a leave of absence, without loss of seniority and benefits but without pay. In the event that the accused employee is found guilty and sentenced they may, subject to mutual agreement between the Parties, receive a leave of absence without seniority, benefits and pay to cover the period of their incarceration. The employee's continued employment will be subject to mutual agreement between the Parties.

12:06 Educational Leave

Leave of absence without loss of pay, seniority and all benefits shall be granted to employees wherever the City requests, in writing, that the employee take designated courses, and/or examinations. The cost of the examination fee/course shall be paid by the City upon successful completion. Employees requested to take designated courses and/or examinations shall receive travel expenses (transportation, food and lodging) in accordance with current City policy.

If the employee attends a course or takes an examination, not requested by the City under the previous paragraph, with the advance approval of the City, the City may reimburse the employee for some or all fees and expenses and may grant leave of absence without pay or without loss of pay.

## **ARTICLE 13    EMPLOYEE BENEFITS**

### **13:01    Basic Medical**

The City will pay 100% of the premiums for the Medical Services Plan of B.C. for all regular full-time and regular part-time employees normally scheduled to work 17 ½ hours per week or more. The plan will be effective on the first day of the month following the month of employment. In the case of absence for illness, the City will continue to pay the premiums for the duration of the illness. Thereafter, and for the full period of any other authorized absence, the employee may pay the premiums through the City if the employee so wishes.

### **13:02    Extended Health Coverage, Optical, Prescriptions**

The City will pay one hundred (100%) percent of the premiums for the Extended Health Benefits Plan for all regular full-time and regular part-time employees normally scheduled to work seventeen and one half (17 ½) hours per week or more, and their spouses and dependents subject to the terms of the Plan. The plan will be effective on the first day of the month following the month of employment. In the case of absence for illness, the City will continue to pay the premiums for the duration of the illness. Thereafter, and for the full period of any other authorized absence, the employee may pay the premiums through the City if the employee so wishes.

The City will pay one hundred (100%) percent of the premiums for the Vision Care Option for all regular full-time and regular part-time employees normally scheduled to work seventeen and one half (17 ½) hours per week or more, and their spouses and dependents subject to the terms of the Plan. The Option shall provide 100% reimbursement: for adults with a maximum of six hundred (\$600.00) dollars each two calendar year period; for children with a maximum to six hundred (\$600.00) dollars each calendar year.

#### **Eye Exams**

The City will pay the cost for bi-annual eye exams to a maximum of \$150.00.

The Prescription Option shall provide for One hundred (100%) percent reimbursement of prescription drug costs (including deductible) in accordance with the Plan.

Extended health benefits for regular full-time and eligible regular part-time employees and their spouses and dependents include the following;

1. Psychologist and online behavioural therapy and counselling have an annual benefit coverage of one thousand two hundred fifty (\$1,250.00) combined maximum.
2. Physiotherapist, Chiropractor, Massage, Naturopathic, Acupuncturist, Podiatrist and Speech and Language Pathologist, have an annual benefit coverage of one thousand two hundred fifty (\$1,250) dollars combined for paramedical service.
3. The lifetime maximum for the Extended Health Plan is \$500,000.

13:03 Employment Insurance

All employees shall be covered by the provisions of the Employment Insurance Act, and the City agrees that no further certificates exempting employees from coverage under this Act shall be issued.

13:04 Dental

The City will pay 100% of the premiums for the Dental Insurance Plan for all regular full-time and regular part-time employees normally scheduled to work 17 1/2 hours per week or more, and their spouses and dependents subject to the terms of the Plan. The plan will be effective on the first day of the second (2nd) month following the month of employment.

The Plan will pay:

100% of Plan A- Basic Services

90% of Plan B- Prosthetic Appliances (crowns, bridges, dentures)

75% of Plan C- Orthodontia (lifetime maximum of four thousand (\$4,000) dollars per person)

13:05 Weekly Indemnity

The City will pay one hundred (100%) percent of the premiums for the Weekly Indemnity Insurance Plan for all regular full-time and regular part-time employees normally scheduled to work seventeen (17 ½) hours per week or more.

The Weekly Indemnity is payable on the fourth (4<sup>th</sup>) day of illness, or on the first day from sustaining injury due to an accident not covered by Workers' Compensation Board, by the insurance company. Weekly indemnity is payable by the insurance company for seventy (70%) percent of weekly income for a period of twenty-six (26) weeks. The City

will pay the difference to guarantee the employee a maximum weekly indemnity of ninety (90%) percent of the employee's normal weekly income to a maximum of one thousand four hundred (\$1,400.00) dollars per week. Effective March 1, 2026, the City will pay the difference to guarantee the employee a maximum weekly indemnity of ninety (90%) percent of the employee's normal weekly income to a maximum of one thousand six hundred (\$1,600.00) dollars per week. Effective March 1, 2027, the City will pay the difference to guarantee the employee a maximum weekly indemnity of ninety (90%) percent of the employee's normal weekly income to a maximum of one thousand eight hundred (\$1,800.00) dollars per week.

All benefits paid under Weekly Indemnity (short-term) claims are processed through the City's payroll system. The employee making such a claim will continue to receive pay from the City, on the same payday as other employees. Benefit cheques received from the WI carrier must be endorsed and turned over to the City as soon as received by the employee.

If the employee has not provided to the City, within twenty (20) days of beginning the claim, the required medical forms the City shall not process the employee's pay until such time as the City receives the required medical forms.

#### 13:06 Long Term Disability

The City will pay 100% of the premiums for the Long Term Disability Insurance Plan for all regular full-time and regular part-time employees normally scheduled to work seventeen and one half (17 ½) hours per week or more.

Payable to regular full-time and regular part-time employees after twenty-six (26) weeks, seventy (70%) percent of monthly income to a non-evidence limit maximum of four thousand (\$4,000.00) dollars per month.

An employee shall not accrue holidays while on long term disability.

#### 13:07 Group Life/Accidental Death & Dismemberment

The City will pay 100% of the premiums for the Group Life Insurance Plan for all regular full-time and regular part-time employees normally scheduled to work 17 1/2 hours per week or more. Coverage is 300% of annual earnings (rounded to the next \$1,000) to a maximum of two hundred thousand (\$200,000) dollars covering death from any cause.

The City will pay 100% of the premiums for the Accidental Death & Dismemberment Insurance Plan for all regular full-time and regular part-time employees normally scheduled to work 17 1/2 hours per week or more. Coverage is 300% of annual earnings (rounded to the next \$1,000) to a maximum of three hundred thousand (\$300,000) with 24-hour coverage.

13:08 EI Rebate

Instead of cash payments to employees for their share of (EI) Employment Insurance premium rebates, the Employer will refund to the Union the portion outlined by Revenue Canada.

13:09 Workers Compensation Protection:

All employees shall be covered by the *Workers' Compensation Act*. No employee shall be laid off or have their employment terminated except for just cause when absent from work with a compensable injury. Pending settlement of the insurable claim, the employees shall continue to accrue seniority and shall continue to receive the full benefits of this Agreement. The employee shall be paid their regular pay for the first day not covered by the *Workers' Compensation Act*.

13:10 Retiree Benefits

Notwithstanding any other term or letters of agreement forming a part hereof, all Employees hired after the next four benefited positions filled after the date of ratification of the March 1, 2004 – February 29, 2008 of this collective agreement are ineligible for any benefit paid for or provided by the City of Fernie upon leaving the employment of the City, including retirement. Any such employees will be enrolled in the Municipal Pension Plan and receive benefits in accordance with the Plan.

The City agrees to grandfather all retired employees currently receiving benefits paid for by the City. It is further agreed that all current employees (employees at the date of ratification of this collective agreement), including those current employees that may become eligible to receive benefits, will also be grandfathered such that they are entitled. For greater certainty the employees that the City agrees are grandfathered employees are as follows:

**A) RETIRED EMPLOYEES AT DATE OF RATIFICATION**

AUSTIN, CRAIG	NELSON, TERRY
BAX, LOUIS	PIDGEON, JAMES
CARSON, ALLEN	PITT, RONALD
DESSERRE, VALERIE	SARABUN, ROY
ELIA, GINO	SCHIANNI, BETTY
FROESE, DAVE	SEDROVIC, LARRY
GAGE, CHRISTOPHER	SERWATKEWICH, LEN
GAGNE, LEON	SEVINSKI, MICHAEL
GUZZI, GINO	STORCER, EDWARD



KNOOIHUIZEN, JACK	SWITZER, SHARON
LEVESQUE, LAURIE	TEMPLE, DOUGLAS
JANZEN, DUANE	TURNER, SHIRLEY
PETERSON, CAROLE	VANDENBOGERD, NICK

**B) BENEFITED EMPLOYEES AT DATE OF RATIFICATION**

CARRICK, BARBARA	HOLDER, SHAUN
EGAN, BEN	MITCHELL, DOUGLAS
FRIESEN, NICOLE	WESTHAVER, BRUCE
GOODMAN, KATHLEEN	HOLDER, JUSTINE
GOSSELIN, SERGE	

**C) UNBENEFITED EMPLOYEES AT DATE OF RATIFICATION**

MCNAUGHTON, ADAM
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If an employee named on list B) or C) above, leaves the employment of the City before retirement, the applicable list will be amended by removing their name there from.

- D) All retirees who presently are, or employees who will become, entitled to retiree benefits pursuant to Article 13.10, will be provided with benefits while they are retired in accordance with the following:
- i. Basic Medical - The City will resume paying the premiums for retired employees for the BC Medical Plan, should the Municipal Plan cease to provide for the payments of premiums for this plan for retired employees.
  - ii. The City agrees that it is responsible for one hundred (100%) of all the premium costs for the Municipal Retiree Benefit Trust group benefits plan ("MRBP"), as determined by the MRBT from time to time, for retirees who are, or employees who will become, entitled to retiree benefits pursuant to Article 13:10, and their spouses and dependents, subject to the terms of the MRBP. Since such premium costs are deducted by the Municipal Pension Plan ("MPP") from a retiree's pension payment, the City agrees that it will reimburse such premium cost in advance by direct deposit to the retiree at least two (2) days prior to the scheduled deduction from the MPP.
  - iii. The City will provide the following coverage in addition to the coverage provided by the MRBP for retirees and their spouses and dependents:
    - a. Vision Care Coverage

The City will provide up to an additional \$150 in coverage every 24 months (i.e., above the \$250 that is currently provided for under the MRBP) for the cost of prescription eye wear for each individual covered by the MRBP under this Article. At no time will the combined amount for eye wear between the MRBP coverage and the City's additional coverage be less than \$400 every 24-month period.

b. Dental Care Coverage

Plans A and B: The City will provide coverage for the difference between what is currently covered under Plans A (Basic Services – 100%) and B (Major Restorative Services at 90%) of the existing Pacific Blue Cross retiree dental plan and what is covered under Plans A and B of the MRBP from time to time, to a combined total of up to \$3,000 in additional annual coverage for each individual covered by the MRBP under this Article.

Plan C: The City will provide coverage for Plan C Orthodontic Services at the same rate as the existing Pacific Blue Cross retiree plan (i.e., 75% with a lifetime maximum of \$3,000 per individual).

13:11 Duty to Accommodate

In circumstances where a member of the CUPE bargaining unit may be unable to perform the regular duties of their position due to a mental or physical disability, the Employer and the Union, together with the affected employee, shall meet to discuss and to consider the available evidence regarding the existence and nature of the disability and, if necessary, options with respect to the accommodation of the employee.

The parties agree to work together to consider how the employee's disability can best be accommodated without causing undue hardship to the Employer, the employee, or the Union. The affected employee shall participate and cooperate fully in this process.

13:12 Health and Wellness

All regular employees and their dependents shall be entitled to free admission for the general use of City of Fernie Recreation Facilities during regularly scheduled drop-in times.

## ARTICLE 14 SENIORITY

14:01 Seniority is defined as the length of service in the bargaining unit of a regular employee (full-time and part-time).

Seniority shall operate on a bargaining-unit-wide basis. The City shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

14:02 (a) A regular employee shall continue to accrue seniority when absent from work because of sickness, accident, layoff, or leave of absence approved by the City. An employee shall lose seniority and shall be considered no longer an employee in the event:

- (i) they are discharged for just cause and is not reinstated;
- (ii) they resign;
- (iii) they are absent from work in excess of five (5) consecutive working days without notifying the City unless notice was not reasonably possible or without valid reason given to the City upon return to work;
- (iv) they fail to return to work within seven (7) days of being notified by registered mail that they are recalled to work;
- (v) upon the expiry of recall rights;
- (vi) the employee accepts any severance pay arising out of this Agreement or the Employment Standards Act of British Columbia; or
- (vii) the employee accepts any position with the City outside of the bargaining unit, except as expressly provided otherwise by this Agreement.

(b) If the Employer hires a retired employee they will be considered a new employee and with a start seniority date commencing on new date of hire.

14:03 In the event the City shall merge, amalgamate, or combine any of its operations or functions with another employer, the City agrees to the retention of seniority rights for all City employees with the new employer.

14:04 A candidate for a posted regular position who has worked sixty (60) days as a temporary or casual employee with the City in the twelve (12) months immediately preceding the date of the posting, for the sole and exclusive purpose of bidding for the position, may total all days worked as a temporary or casual employee in the two (2) years immediately prior to the date of the posting, and use such total as if bargaining unit seniority.

14:05 When two (2) or more employees commence work with the City on the same day, or their seniority date under this Agreement otherwise commences on the same day, their relative seniority shall be determined by a method of random selection mutually agreed between the City and the Union.

**ARTICLE 15 LAYOFF AND RECALL**

- 15:01 (a) A lay-off shall be defined as a temporary, or indefinite, and involuntary
1. cessation of active employment of an employee, or
  2. the reduction of hours of work of a full-time employee, or
  3. the reduction of 25% or more of a part-time employee's regularly scheduled hours.
- (b) Role of Seniority in Layoffs - Both Parties recognize that job security shall 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 bargaining unit-wide seniority. The right to bump shall include the right to bump up or down or laterally providing that the employee is qualified to perform the work of that position. Any employees displaced by this procedure shall be entitled to the same bumping rights. Only regular employees have the right to bump. A regular employee who exercises their right to bump will be afforded a 90 days worked familiarization period in this position.
- (c) Advance Notice of Layoff - Unless legislation is more favourable to the employees, the City shall notify regular employees who are to be laid off twenty-two (22) working days prior to the effective date of layoff, or award pay in lieu.
- (d) Recall Procedure - Regular employees with recall to employment rights shall be recalled in the order of their seniority provided that the employee is qualified to do the work.
- (e) No New Employees - New employees shall not be hired until those laid off have been given an opportunity of recall provided that the employee is qualified to do the work and provided the recall is within the recall periods stated in Article 15:03.
- (f) During layoff, a laid-off employee with recall rights shall have access to any casual or temporary work that might arise provided the employee is qualified, available and willing to perform the work. An offer of casual or temporary employment to a laid-off employee with recall-to-employment rights shall not affect the recall-to-employment rights or the recall period whether the employee accepts the offer or not. An employee who accepts such an offer will not be required to be given advance notice of lay-off at the end of the period involved; however, in the event that the offer of temporary work is for a period to exceed 25 working days, the employee shall be considered as having been recalled.

- 15:02 A regular employee who is laid off and who remains on the recall list may continue on the following benefit plans for the period of the lay-off:

Medical Services Plan

Extended Health Benefits Plan including Optical, Prescription Drugs

Group Life Plan and AD & D

Dental Insurance Plan.

The City will continue to pay its share of the cost of the premiums for a period of six (6) months provided the employee pays their share. In order to continue on the plans beyond the six-month period, the laid-off employee shall advise the Payroll Clerk, prior to the end of the six-month period, of the employee's wish to continue, and the plans involved.

The employee will indicate a choice of method of payment:

1. paying full monthly premium to the City prior to the 2nd day of the month being covered (i.e., City receives payment for December coverage by December 2nd or coverage is automatically cancelled); or
2. paying full monthly premiums to the City for the six months or one year in advance.

The City will not be required to make any payments of premiums where an employee is elsewhere employed during any such periods of lay-off

- 15:03 A regular employee who is laid off, shall have recall to employment rights for eighteen (18) months from the effective date of the layoff

A regular employee who has been employed by the City continuously for five (5) years or more and who is laid off, shall have recall to employment rights for twenty-four (24) months from the effective date of the layoff

An employee shall lose seniority and shall not be entitled to severance pay, if, after a layoff, the employee fails to return to work within seven (7) calendar days, after being notified by double registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the City informed of the employee's current address.

15:04 Severance pay

Upon layoff a regular employee may choose to accept the following

- a) two (2) weeks' pay where the employee has completed a period of employment of at least six (6) consecutive months, and
- b) after completion of a period of employment of three (3) consecutive years, one (1) additional week's pay and for each subsequent completed year of employment, an additional weeks' pay up to a maximum of eight (8) weeks' pay.
- (c) should lay-offs occur, an employee about to be laid off may elect at the time of lay-off, during, or at the expiry of recall rights accept severance pay. Once the employee has advised the City that severance pay is accepted, any recall rights shall immediately end.

## **ARTICLE 16    HIRING, PROMOTION, AND TEMPORARY ASSIGNMENT**

- 16:01    Newly hired regular employees shall be considered on probation for a period of 60 days worked from the date of hiring, to determine capability and suitability for the position and for employment with the City. During the probationary period, these employees are covered by the provisions of this Agreement except as specified otherwise. The employment of such employee may be terminated at any time without notice. Upon successful completion of the probationary period seniority credits shall be effective from the commencement of the probationary period. Such an employee shall also be credited with seniority, the number of actual days worked with the City as a temporary or casual employee backdated two years from the commencement of the probationary period.
- 16:02    Prior to filling any staff changes or promotions covered by the terms of this Agreement, the City shall notify the Union in writing and post notice of the position in the City's offices, shops, and on all bulletin boards for a minimum of seven (7) days in order that all members will know about the position and be able to make written application therefore. Such notice shall contain the following information: nature of position; skills and ability; and required knowledge and education; and wage and salary and/or range. No appointment shall be given to any additional employee until after such posting has been completed. Temporary vacancies expected to be for more than four weeks in duration shall be posted in accordance with this clause. A posting for a temporary vacancy shall also indicate the duration. At the end of a temporary assignment, a regular employee will return to the employee's regular position.
- 16:03    In making promotions the applicant with the greatest seniority and having the required qualifications and ability to do the job, shall be awarded the position. The City shall determine the qualifications and ability in a fair and equitable manner. If no employees meet the requirement set out in this clause Article 16:05 will apply.
- 16:04    The Union shall be notified of all appointments, hiring, layoffs, re-hirings, and terminations of employment.
- 16:05    In case of promotion requiring higher qualification or certification, the City shall give consideration to employees who do not possess the required minimum qualifications as outlined in the job description but are preparing for/have the prerequisites in order to obtain qualifications prior to the posting period. Such employees will be given an opportunity to qualify and to gain the required level of working knowledge within six (6) months, unless a longer period of time is agreed to by both Parties, and will revert to their former positions if the required qualifications and/or level of working knowledge is not achieved within such time. For clarification purposes "preparing for/have the prerequisites" means the employee will need to have been taking specific training/course work to meet the minimum qualifications prior to the position being posted.

- 16:06 If a regular employee is appointed (whether by promotion or transfer) to fill a position, the employee shall be placed on trial in the new position for a period of sixty (60) days worked. Upon successful completion of the trial period, the employee shall be considered confirmed in the new position. In the event the employee is judged unsuccessful during the trial period, or if the employee chooses to return within the first forty (40) working days, the employee shall be returned to the employee's former position. Any other employee moved as a result of the appointment shall also be returned to former position and anyone hired may be terminated without notice.



## **ARTICLE 17    TRAINING**

- 17:01    The City will inaugurate and maintain a system of "on-the-job" training so that employees shall have the opportunity of receiving training and qualifying for promotion, in the event of a vacancy arising, to the position next senior to their own. Accordingly, senior employees shall be allowed regular opportunities, duly authorized, to learn the work of such positions during the regular working hours, by arranging with interested employees to exchange positions for temporary periods without affecting the rate of pay of the regular employees engaged in such work. Employees duly authorized to train for such jobs shall receive the rate of pay of the position for which they are training, provided that such employees are performing the job in the absence of the regular employee. Such training periods shall not exceed thirty (30) training days for any one position.
- 17:02    Where an employee is promoted to a new position as a result of the job-training program set out in clause 17:01 of this Agreement the employee shall retain all previous seniority with the City accumulated in any other department.
- 17:03    The City will provide the required time so that an employee may qualify for and/or maintain their certification/tickets/qualifications. Costs associated with mandatory training, including medical certificates, required to maintain certifications/tickets/qualifications, or required for an employee's job, as outlined in their job description, shall be paid for by the City. Where an employee fails to pass or complete training that had been paid for by the City, they shall be responsible for all external fees associated with subsequent training/re-certification.

## ARTICLE 18 SAFETY

18:01 The Union and the City shall cooperate in continuing and perfecting the safety measures now in effect.

18:02 A Safety Committee shall be established and composed of two (2) representatives appointed by the City and two (2) representatives of the Union. The Safety Committee shall hold meetings as requested by the City or by the Union, and all unsafe or dangerous conditions shall be taken up and dealt with at such meetings. Minutes of all Safety Committee meetings shall be sent to the Union, the City Council, and to the Workers' Compensation Board, and posted on all bulletin boards. The Safety Committee shall assure that all employees are made aware of the Workers' Compensation Board rules and regulations that are pertinent to the City's operations.

All Safety Committee recommendations shall be satisfactorily dealt with on a first priority basis.

18:03 All employees working in any dirty or dangerous capacity shall be equipped with all necessary safety tools, a fire extinguisher, safety equipment and protective clothing when needed. A first aid kit shall be supplied by the City to each mobile unit.

The following protective clothing shall be supplied:

coveralls - two (2) pair	rain suits (pants and jacket)
leather gloves as needed	rubber gloves
rubber gloves (insulated)	rubber boots

Safety boots (CSA approved) for all regular full-time and regular part-time outside staff and other employees if required - the City will pay up to a maximum of four hundred (\$400.00) dollars every twenty-four (24) month period for safety footwear, upon proof of payment.

Non-prescription safety glasses be available for certain jobs.

Inside workers: An annual clothing allowance of one hundred fifty (\$150.00) dollars unless a uniform is supplied.

Arena: Winter boots for work on ice. Distinguishable uniform or jacket

- 18:04 (i) No employee shall carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment when that employee has reasonable cause to believe that to do so would create an undue hazard to health or safety of any employee.
- (ii) Pursuant to clause (i), an employee who refuses to carry out a work process or operate a tool, appliance or equipment shall forthwith report the circumstances of the unsafe equipment to their supervisor and/or Employer.
- (iii) The supervisor receiving the report made under clause (ii) shall forthwith investigate the matter and
- a) ensure that any unsafe condition is remedied without delay; or
- b) if in the supervisor's opinion the report is not valid, they shall so inform the employee who made the report.
- (iv) When the procedure under clause (iii) does not resolve the matter and the employee continues to refuse to carry out a work process the supervisor will investigate the matter in the presence of the employee who made the report and in the presence of:
- a) an employee representative of the Safety Committee; or
- b) an employee who is selected by the Union; or
- c) when there is no Safety Committee or the employee is not represented by the Union, any other reasonably available employee selected by the employee.
- (v) When the investigation under clause (iv) does not resolve the matter and the employee continues to refuse to carry out a work process or operate a tool, appliance or equipment, both the supervisor and the employee shall forthwith notify an Officer of the Workers' Compensation Board who shall investigate the matter without undue delay and issue whatever orders they deem necessary.
- (vi) No employee shall be subject to disciplinary action because they have acted in compliance with this Article or an Order made by an Officer of the Workers' Compensation Board.
- (vii) Temporary assignment to alternative work at no loss in pay to the employee until the matter in clause (i) is resolved shall be deemed not to constitute disciplinary action.
- 18:05 Proper accommodations, including washrooms, shall be provided for the employees to have their meals and keep their clothes.
- 18:06 The City agrees that it will not use surveillance cameras and related equipment, including audio equipment in employee occupied areas during normal working hours without the knowledge of the employees in the work area and the Union.

## **ARTICLE 19 GRIEVANCE PROCEDURE**

- 19:01 Wherever the word "days" is used in this Article with reference to length of time, it shall mean working days unless otherwise specified. Working days means the days that City Hall is open to the public between Monday and Friday.
- 19:02 A grievance shall be defined as any differences arising between the parties concerning the interpretation, application, operation, or any alleged violation of this Agreement, including any question as to whether any matter is arbitrable. All grievances shall be settled without stoppage of work in the following manner:
- Stage 1: A grievance shall be initiated within thirty (30) days of the facts giving rise to the grievance becoming known to the Union. Failure to reach a satisfactory settlement within two (2) day after its submission, the dispute may be referred to Stage 2.
- Stage 2: The employee or employees concerned, with their Union Steward in attendance, shall meet with the department head and shall submit the grievance in writing. Failing to reach a satisfactory settlement of the dispute within five (5) days after submission to the department head, the dispute may be submitted to Stage 3.
- Stage 3: The General Grievance Committee of the Union shall meet with a committee of the Corporation Council within five (5) days of a written request for such a meeting. Failing to reach a satisfactory settlement of the dispute within (10) days after such a meeting, the dispute may be submitted to Arbitration as per Article 20.
- 19:03 The procedure for settling disputes set out in this Article shall be strictly adhered to, but where a dispute involves a question of general application, suspension or dismissal, the Corporation and the union may agree to bypass Stages 1 and 2. The time limits provided in this Article may be extended by mutual agreement.
- 19:04 **Policy Grievance**  
Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Stage 1 of this Article may be bypassed.
- 19:05 The city shall have the right to submit any dispute regarding the interpretation of or violation of this Agreement to the Executive Officers of the Union. Failing a satisfactory settlement within ten (10) days of the submission, the City shall have the right, upon giving five (5) days' notice in writing to the Union, to refer the dispute to a Board of Arbitration constituted in accordance with Article 20.

## **ARTICLE 20    ARBITRATION**

20:01    The dispute shall be submitted to a single Arbitrator. In the event the City and the Union are unable to agree upon selection of the Arbitrator, then either Party may request that the Director of the Collective Agreement Arbitration Bureau appoint an Arbitrator.

20:02    The decision of the Arbitrator with respect to the dispute shall be final and binding upon the parties, but in no event shall the Arbitrator have the power to alter, modify, or amend any part of this Agreement in any respect.

20:03    Each party shall share equally the expenses of the Arbitrator.

20:04    Irregularity

Throughout the grievance and arbitration procedure no grievance shall be deemed invalid by reason of defect in form, technical irregularity or procedural error and the Arbitrator shall have the power to relieve against such conditions on such terms as may be just and reasonable.

**ARTICLE 21    NO DISCRIMINATION /OR SEXUAL/PERSONAL HARASSMENT**

**21:01    No Discrimination**

The City agrees that there shall be no discrimination, interference, restriction, or coercion exercised, or practiced, with respect to any employee regarding employment or any term or condition of this collective agreement because of the Indigenous identity, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age of that person, or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment of that person, or any other circumstance listed in the *Human Rights Code of British Columbia, as amended*, or by reason of their membership in a labour union.

**21:02    Bullying And Harassment/Sexual Harassment**

- a.     The City and the Union recognize the right of all employees to work in an environment free from bullying and harassment/sexual harassment. Any complaint alleging bullying and harassment/sexual harassment shall be treated seriously and in strict confidence and shall first be addressed through the City's policy.

Bullying and harassment includes any inappropriate conduct or comment by a person towards a worker that the person knew or reasonably ought to have known would cause that worker to be humiliated or intimidated but excludes reasonable action taken by the employer or a supervisor relating to the management and direction of workers or the place of employment.

Sexual harassment includes any unwelcome comment or conduct of a sexual nature that may detrimentally affect the work environment or lead to adverse job-related consequences for the complainant.

Any grievance regarding bullying and harassment/sexual harassment may commence at Stage 3.

- b.     An arbitrator hearing a grievance arising out of this Article 21 shall have the authority to:
- (i)     uphold or dismiss the grievance; and/or
  - (ii)    return the issue to the City to determine the appropriate disciplinary penalty concerning any employee in the bargaining unit; and
  - (iii)   retain jurisdiction to resolve any issues with respect to the imposition of any discipline by the City of any employee in the bargaining unit or any other matter related to the case; and
  - (iv)    make such further orders as may be necessary to provide a final and binding resolution of the grievance.

**ARTICLE 22 PERFORMANCE NOTICES AND PERSONNEL FILES**

- 22:01 Wherever a supervisor deems it necessary to censure an employee for substandard work or contravention of the Employer's Policy as laid down in the CITY OF FERNIE policies an employee performance notice will be issued to the employee with a copy to the Union email.

Performance notices in employee's file shall be removed after a twenty four (24) month period providing that a reoccurrence of a similar offence does not occur within the twenty four (24) month period, except in the case(s) of bullying or personal or sexual harassment, which shall remain on the employee's file.

- 22:02 An employee shall have the right, by appointment, to have access to and review their personnel file and shall have the right to respond in writing to any document contained therein, such a reply becoming part of the permanent record

## ARTICLE 23 JOB SECURITY

23:01 Any employee covered by this Agreement who has given good and faithful service to the Employer, and who, through advancing years or temporary disablement is unable to perform their regular duties, shall be given the preference of any light work available at the salary payable at the time for the position to which they are assigned.

23:02 Every contract made by the Employer for any municipal work shall be subject to the provisions of the *Local Government Act*. The Employer shall not contract out work where it results in the layoff or reduction of hours for any employee or failure to recall of a laid off regular employee who has recall rights.

### 23:03 No Strikes or Lockouts

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

### 23:04 Indemnification

The City shall indemnify employees against any claim for damages arising out of the lawful performance of the employee's duties, and shall pay legal costs; all in accord with the City's By-law concerning indemnification of employees.

### 23:05 Job Security

No regular employee covered by this Agreement shall lose their job or suffer reduction in regular working hours as a result of the City contracting out any work. The City agrees that any work or services presently performed by the bargaining unit shall not be contracted out except in cases of emergency when no bargaining unit employee is available.

To clarify, the intent is not to expand or contract the size of the bargaining unit. This letter does not affect the past practices of the City to contract out work (for example: trucking of snow during peak periods, large asphalt repairs, large engineering projects, major equipment repairs, warranty work, current contract janitorial services, etc.). This language also does not provide assurance of overtime for bargaining unit members. As well, the conditions of this letter do not preclude the City from the layoff of employees; nor is it intended that the City would be required to invest in additional capital or equipment or make uneconomic decisions.

Notwithstanding the above, by mutual agreement, the parties may agree to the contracting out of work currently performed by the bargaining unit.



**ARTICLE 24    LABOUR MANAGEMENT COMMITTEE**

- 24:01    A Joint Labour/Management Committee shall be established consisting of up to three representatives of the Union and up to three representatives of the City.
- 24:02    The Joint Committee shall concern itself with discussing issues relating to the workplace that affect the Parties or any employee bound by this Agreement, with problems and potential problems involving the Parties, but not with grievances, and shall have the power only to make recommendations to the Union and the City.
- 24:03    The Joint Committee shall meet at the written call of either Party, for a stated purpose, within seven (7) days of the call.

## **ARTICLE 25 JOINT CONSULTATION AND ADJUSTMENT PLANS**

- 25:01 If the City introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of two or more regular employees, the City shall give notice to the Union at least 90 days before the date on which the measure, policy, practice or change is to be effected; and the Parties agree to be bound by the provisions of Section 54 of the Labour Relations Code.
- 25:02 (a) The City, after consultation with the Union, instead of dismissing an employee because of change as defined in this Article may elect to retrain the employee for such period of time as the City thinks fit. After the training period the employee shall have two (2) months to adapt fully to the new position and if the employee does not so adapt the employee may be dismissed by the City.
- (b) If an employee who is displaced by change as defined in this Article is retrained for, or takes a position with the City that is at a lower rate of pay, the employee shall be entitled to only one-half (1/2) of the pay increases given to the new position until the employee's rate of pay becomes the same as that provided for the new position.
- 25:03 Under this Article no additional employees shall be hired by the City until the provisions of Article 14 (Seniority), Article 15 (Layoff and Recall) and Article 16 (Hiring, Promotion and Temporary Assignment) have been adhered to.
- 25:04 (a) No regular employee shall be dismissed because of change as defined in this Article except upon one (1) weeks' notice, pay included, for each year of service, with a maximum of four (4) weeks, during which time the employee will be allowed up to five (5) hours per week with pay for the purpose of job interviews. No less than two (2) days prior to the expiration of the aforesaid period of notice the employee shall inform the City of the election to receive severance pay as herein provided or to be laid off in accordance with Article 15 of this Agreement.
- (b) If the employee elects to receive severance pay the employee shall lose seniority in accordance with Article 14 of this Agreement and even if rehired by the City at a later date shall not again be entitled to severance pay as provided in this Article.
- (c) The severance pay payable (in addition to the Agreement provisions) to an employee pursuant to this Article shall be one (1) month's pay at regular rates for each three-(3) full years of service completed by the employee. PROVIDED HOWEVER, that the severance pay shall not be less than one (1) month's pay or more than three (3) month's pay.

25:05 Notwithstanding anything contained elsewhere in this Agreement any employee that has been laid off for two (2) months or more prior to the introduction of a change as defined in this Article shall be deemed not to be affected by the change as defined in this Article and will not be entitled to any of the benefits provided for in this Article.

**ARTICLE 26    LOSS OF LICENSE**

26:01    It is agreed that a regular employee who loses a driver's license or has the driver's license restricted and whose job description has a requirement for a valid B.C. Driver's license, shall be provided with alternate work at the same or lower classification. If more than two employees access this provision at the same time, those beyond two shall be accommodated, provided this does not cause undue hardship for the City. The employee shall be paid in accord with the rate for the new classification to which reassigned. Upon restoration of the license, the employee will be returned to the classification held immediately prior to the reassignment.

## **ARTICLE 27 TERM OF AGREEMENT**

27:01 Term: four (4) years - March 1, 2024, to February 29, 2028

This Agreement shall remain in effect until the last day of February 2028 from its effective date but shall not terminate at the expiration of that period unless notice in writing of the termination has been given by one party to the other within four (4) months but not less than two (2) months immediately preceding the date of expiry. If no such notice is given, this Agreement shall remain in effect until terminated by either party upon notice in writing given within four (4) months but not less than two (2) months immediately preceding the date of expiry. Either party may within the period of four (4) months immediately preceding the date of expiry of this Agreement, by notice require the other party to commence collective bargaining.

The City will provide the following wage increases during the term:

Year 1	Retroactive to March 1, 2024, a 5.0% increase across the board to all classifications.
Year 2	Retroactive to March 1, 2025, a 3.0% increase across the board to all classifications.
Year 3	Effective March 1, 2026, a 3.0% increase across the board to all classifications.
Year 4	Effective March 1, 2027, a 3.0% increase across the board to all classifications.

Effective March 1, 2024, the City will provide a one-time low wage market adjustment of a 10.0% increase, prior to the application of the March 1, 2024, wage adjustment for the following positions:

- Regular Full-time and Part-time and casual LG/Instructor 2 Classification
- Regular Full-time and Part-time and casual LG/Instructor 1 Classification
- Regular Full-time and Part-time Cashier / Receptionist 1 Classification

27:02 Printing of Agreement

The Union will be responsible for the amending and drafting of the Collective Agreement and the costs associated with the printing and supply of the Collective Agreement will be borne by the Employer.

ON BEHALF OF:

The Canadian Union of Public  
Employees Local 2093:

FRANCO GIMARD  
[Signature]

The Corporation of the City of Fernie:

[Signature]  
Camille Neal

Dated: Sept 25 / 2025

### SCHEDULE A CLASSIFICATIONS AND PAY RATES

<b>Outside Staff</b>	<b>01-Mar-24</b>	<b>01-Mar-25</b>	<b>01-Mar-26</b>	<b>01-Mar-27</b>
Student	19.33	19.91	20.51	21.13
Labourer / Janitor	37.02	38.13	39.27	40.45
Operator I	39.47	40.65	41.87	43.13
Public Works Maintenance I	39.47	40.65	41.87	43.13
Maintenance I	39.47	40.65	41.87	43.13
Operator II	40.15	41.35	42.59	43.87
Maintenance II	40.15	41.35	42.59	43.87
Operator III	41.18	42.42	43.69	45.00
Utility Operator II	40.24	41.45	42.69	43.97
Utility Operator III	41.18	42.42	43.69	45.00
Maintenance III	41.18	42.42	43.69	45.00
Operator / Maintenance III Certified	41.80	43.05	44.34	45.67
GIS Technologist I	43.76	45.07	46.42	47.81
GIS Technologist II	46.76	48.16	49.60	51.09
Journeyman I	43.76	45.07	46.42	47.81
Journeyman II	48.65	50.11	51.61	53.16
Engineering Technologist	43.76	45.07	46.42	47.81
Senior Technologist	46.76	48.16	49.60	51.09
Working Foreperson I	46.76	48.16	49.60	51.09
Working Foreperson II	49.67	51.16	52.69	54.27
Maintenance Management & Purchasing Clerk	41.80	43.05	44.34	45.67
Sr. Maintenance Management & Purchasing Clerk	43.76	45.07	46.42	47.81
Rink Attendant / Ticket Taker*	*20.35	*20.35	*20.35	*20.35
Beautification Attendant	19.33	19.91	20.51	21.13
Chief Parks, Facilities and Recreation Operator	44.14	45.46	46.82	48.22
Chief Water Operator	44.14	45.46	46.82	48.22
Chief Wastewater Operator	44.14	45.46	46.82	48.22
Chief Street Operator	44.14	45.46	46.82	48.22

\*minimum wage + \$2.50

#### Utility Operator Premiums

Once a Utility Operator 2 achieves one (1) Level One Certification in their related department (Water: Supply, Distribution – Wastewater: Collection, Treatment), they will receive a \$0.50/hour Premium. For clarity, once both Level One Certifications are achieved, they may submit for reclassification to Utility Operator 3 in accordance with the terms of the Collective Agreement.

## Premiums

Employees in a Utility Operator 3 position who have successfully obtained and maintain certification through the EOCP and BCWWA shall receive a premium for each of the following:

Level 2 Certification(s) \$0.35 per hour each	Level 3 Certification(s) \$0.40 per hour each	Level 4 Certification(s) \$0.50 per hour each
Water Distribution 2	Water Distribution 3	Water Distribution 4
Water Treatment 2	Water Treatment 3	Water Treatment 4
Wastewater Collection 2	Wastewater Collection 3	Wastewater Collection 4
Wastewater Treatment 2	Wastewater Treatment 3	Wastewater Treatment 4

For clarification purposes, these premiums are compounded. For example, if one achieves a Level 3 Certification, they will get the premium for the Level 2 and the Level 3 Certification.

## OTHER

Cross Connection Backflow Assembly Tester Certification - \$0.50 per hour

## TERMS

Employees must obtain EOCP classification levels up to the classification of the existing system before obtaining classifications above the City's current classifications. Employee requests for training for certification shall not be unreasonably denied but are subject to budget constraints.

The premiums form part of the employee's regular pay and are included in overtime rates and appropriately paid leaves (Sick, Floater, Vacation etc.)

When an employee is paid the Chief Rate in assigned coverage situations, the higher rate of: Chief Rate OR Utility Operator 3 plus appropriate premiums will apply.



<b>Inside Staff</b>	<b>01-Mar-24</b>	<b>01-Mar-25</b>	<b>01-Mar-26</b>	<b>01-Mar-27</b>
Custodian	30.98	31.91	32.87	33.86
Municipal Clerk I	36.33	37.42	38.54	39.70
Municipal Clerk I: Customer Service and Communications	36.33	37.42	38.54	39.70
Municipal Clerk II: Planning Coordinator	38.87	40.04	41.24	42.48
Municipal Clerk II	38.87	40.04	41.24	42.48
Municipal Clerk II: Engineering and Public Works Coordinator	38.87	40.04	41.24	42.48
Municipal Clerk II: Finance Clerk	38.87	40.04	41.24	42.48
Municipal Clerk III	45.03	46.38	47.77	49.20
Municipal Clerk III: Accounting Clerk	45.03	46.38	47.77	49.20
Planning Technician	41.08	42.31	43.58	44.89
Planner I	43.76	45.07	46.42	47.81
Planner II	47.80	49.23	50.71	52.23
Building Official – Training	43.76	45.07	46.42	47.81
Building Official – Level I (Certified)	46.76	48.16	49.60	51.09
Building Official – Level II	52.33	53.90	55.52	57.19
Building Official – Level III	54.42	56.05	57.73	59.46
Bylaw Enforcement Officer	41.80	43.05	44.34	45.67
Engineering Student 0-1 year	19.33	19.91	20.51	21.13
Engineering Student completed 1 <sup>st</sup> year	20.57	21.19	21.83	22.48
Engineering Student completed 2 <sup>nd</sup> year	21.83	22.48	23.15	23.84
Engineering Student completed 3 <sup>rd</sup> year	23.09	23.78	24.49	25.22
Engineering Student completed 4 <sup>th</sup> year	24.34	25.07	25.82	26.59

**APPENDIX 1 CLASSIFICATIONS AND PAY RATES  
WHICH INCLUDES SCHEDULE B, C & D**

<b><u>Aquatic Staff</u></b>	<b>01-Mar-24</b>	<b>01-Mar-25</b>	<b>01-Mar-26</b>	<b>01-Mar-27</b>
Aquatic Supervisor	37.14	38.25	39.40	40.58
Swim Instructor	22.37	23.04	23.73	24.44
Lifeguard / Instructor 1	30.71	31.63	32.58	33.56
Lifeguard / Instructor 2	32.72	33.70	34.71	35.75
Lifeguard: (Those employees who are not qualified as a Lifeguard/Instructor.) Once an employee achieves Lifeguard/Instructor I qualifications their classification is upgraded. If a Lifeguard Instructor refuses to Instruct classes and only accepts Guarding Shifts they will be paid the Lifeguard Rate.	22.37	23.04	23.73	24.44
Assistant Lifeguard	*20.35	*20.35	*20.35	*20.35
Cashier / Receptionist 1	27.66	28.49	29.34	30.22
Recreation Administrator	36.33	37.42	38.54	39.70
Recreation Program Leader	20.04	20.64	21.26	21.90
Recreation Program Coordinator	23.84	24.56	25.30	26.06

\*minimum wage + \$2.50

## **"APPENDIX A"**

RE: Aquatic Staffing

This Appendix applies to the staff at the Fernie Aquatic Centre

### **1. Schedules**

- a) Schedule B includes regular employees in the classifications:
  - 1. Aquatic Supervisor
  - 2. Lifeguard/Instructor I
  - 3. Lifeguard/Instructor II
  - 4. Recreation Administrator
  - 5. Cashier Receptionist I
- b) Schedule "C" includes; employees hired into the following classifications after, December 23, 2016, and employees who were previously Schedule "D" employees whose status has changed as per section 1 c) of this Appendix.
  - 1. Lifeguard/Instructor I (Casual Employees)
  - 2. Lifeguards (Casual Employees)
  - 3. Cashier Receptionist I (Casual Employees)
  - 4. Assistant Lifeguard
- c) Schedule D includes the following grandfathered employee Helena De Jong.
  - i) Employees in Schedule "D" are required to be available for at least four (4) shifts per month to maintain their Schedule "D" status.
  - ii) If an employee cannot maintain the required availability their status will be change to a Schedule "C" employee.
  - iii) A listed employee may voluntarily change their status from Schedule "D" to "C".
  - iv) Once a listed employee becomes either a Schedule "A", "B" or "C" employee or their employment with the City ends their name will be removed from the "grandfathered" list.

### **2. Seniority Calculations**

- a) Schedule "B" employees will accrue seniority as per Article 14 of the Collective Agreement.
- b) Schedule "C" employees will accrue seniority based on the number of actual hours they have worked in the Aquatic Centre. Upon attaining permanent status the employee's seniority date will be back dated by the number of hours worked.
- c) Schedule "D" employees will accrue seniority as per Article 14 of the Collective Agreement.

### 3. Layoff and Vacancies

#### a) Layoff

In the event of lay-off, Schedule "B" employees will only be able to exercise their bumping rights across the entire bargaining unit.

#### Filling Vacancies

- i) Schedule "B" and "D" employees may use their seniority to apply for any vacancies that are posted by the City pursuant to Article 16.
- ii) Schedule "C" employees may use their seniority only for bidding purposes pursuant to Article 14.04.

### 4. Entitlements and Definitions

Aquatic Centre employees' entitlements and definitions are indicated below:

#### i) Regular Full-Time Employees

This is a Schedule "B" employee who has successfully completed probation and who works the regularly scheduled forty (40) hour work week. These employees are entitled to all the rights and benefits as outlined in this Agreement except as specified otherwise.

#### ii) Regular Part-time Employees – 22 to 40 hours

This is a Schedule "B" employee who has successfully completed probation and who works a minimum 22 hours per week to a maximum 40 hours per week. These employees are entitled to all the rights and benefits as outlined in this Agreement except as specified otherwise.

#### iii) Regular Part-time Employees – 15 to 22 hours

This is a Schedule "B" employee who has successfully completed probation and who works a minimum 15 hours per week to a maximum 22 hours per week. These employees are entitled to all rights under this Agreement with the exception that they will receive an additional seven (7%) percent pay in lieu of benefits as outlined in Articles 13:01, 13:02, 13:05, 13:06, and 13:07. These employees will receive annual vacation entitlement as per the *Employment Standards Act of British Columbia*.

iv) Probationary Employees

A person hired to become a regular full-time employee or regular part-time employee in Schedule "B" and who is serving the probationary period as provided in this Agreement. These employees are covered by the provisions of this Agreement except as specified otherwise.

v) Non-Permanent Employees

a. Casual Employees

A Schedule "C" employee is an employee who is employed on an "on-call" basis to cover absence due to sick leave, vacation leave, or any approved absence or to augment the regular workforce during peak times. These employees are entitled to all the rights outlined in this Agreement except as specified otherwise. A casual employee ceases to be an employee if they do not work at least one (1) shift in a 90-day period. This is only applicable to an employee who has been offered a minimum of 4 shifts every month during that 90-day period.

This employee will receive an additional seven (7%) percent in lieu of benefits as outlined in Articles 11, 13:01, 13:02, 13:05, 13:06, and 13:07. Upon attaining permanent status the employee's seniority date will be back dated by the number of hours worked.

b. Grandfathered Casual Employees (Schedule D)

A Schedule "D" employee is an employee who is employed on an "on-call" basis to cover absence due to sick leave, vacation leave, or any approved absence or to augment the regular workforce during peak times. These employees are required to be available for at least four (4) shifts per month to maintain their Schedule "D" status. These employees are entitled to all the rights outlined in this Agreement except as specified otherwise.

This employee will receive an additional seven (7%) percent in lieu of benefits as outlined in Articles 11, 13:01, 13:02, 13:05, 13:06, and 13:07.

5. a) Employees who are classified as regular part-time lifeguard / instructor I or II's, casual lifeguards and lifeguard/instructor I's will also be required to attend, at a minimum, one paid in-service training session every two calendar months.
- b) The City will maintain a staffing level at the Fernie Aquatic Centre of:
- i. One (I) Full-time Cashier / Receptionist II (benefited)
  - ii. One (I) Part-time Cashier / Receptionist I (benefited)
  - iii. One (I) Full-time Aquatic Supervisor (benefited)

- iv. Two (2) Full-time Lifeguard / Instructor II's (benefited)
- v. One (1) Regular Part-time Lifeguard / Instructor II (benefited) Guarantee minimum 22 hours per week to a maximum 40 hours per week.
- vi. Three (3) Regular part-time Lifeguard / Instructor I's (un-benefited)  
Guarantee minimum 15 hours per week and not to exceed 22 hours per week.
- vii. Additional Casual Lifeguard / Instructor I's, Lifeguards and Cashier / Receptionist I's to take up remaining hours.

c) Hours of Work

The normal work week for the city of Fernie Aquatic Centre employees shall fall between the hours of 5:00 a.m. and 12:00 midnight seven days a week. The regular work day shall consist of not more than (8) eight consecutive hours per day, exclusive of a meal break, not less than a half (1/2) an hour, or, paid lunch-on the fly, to be taken at, or near as possible, to the middle of the employee's hours of work. Overtime will apply after (8) eight hours per day or (40) forty hours per week.

However, the hours of work may be scheduled on a split shift basis within a maximum twelve (12) hour period. The minimum hours per shift for Lifeguard / Instructors, Aquatic Attendants and Cashier / Receptionists shall be two (2) hours. The maximum time spent on the pool deck for Lifeguards/Instructors and Lifeguards shall not be greater than one and a half (1.5) hours without a change of duties or break. During the one and a half (1.5) hours on the pool deck employees will be allowed to periodically rotate through a sitting position (lifeguard chair) to allow a break from standing. The Employer shall endeavor to minimize the frequency, which split shifts occur.

d) Shift schedules

Shift Schedules shall be posted on the Aquatic Centre bulletin boards (7) seven calendar days in advance. Twenty-four hours' notice shall be given to an employee before the change of a scheduled shift. Once a shift schedule has been set, changes will only be made for reasons of facility booking changes, sickness, and accident or an authorized leave of absence. The principal of seniority shall apply to shift schedule changes.

e) Re-Certifications

The Employer agrees to pay the fees assessed by the respective Societies required for re-certification of qualifications as indicated in the Aquatic Centre employees' job description.

For qualifications not specifically listed in the job description, the Employer agrees to pay for the following fees for re-certification under the same conditions as listed above and to maximum number(s) as listed below: (see chart).

In the event when the number of employees certified exceeds the maximum number listed, only those employees who taught the highest number of courses, in a two (2) year period, to the benefit of the Aquatic Centre will have their re-certification fees paid under the same condition as listed above and the maximum number of employees listed.

Qualifications	Provider/Sponsoring Society	Maximum # paid for any two-year period.
Aquafit	BCRPA or equivalent	6
National Lifeguard Instructor	Lifesaving Society of Canada	4
Lifesaving Instructor	Lifesaving Society of Canada	3
Lifesaving Instructor Trainer	Lifesaving Society of Canada	2
Branch Trainer	Lifesaving Society of Canada	1
Water Safety Instructor Trainer	Canadian Red Cross Society/Lifesaving Society	2
Master Instructor Trainer	Canadian Red Cross Society/Lifesaving Society	1
First Aid Instructor	Canadian Red Cross Society/Lifesaving Society	Maximum of 4 staff members between First Aid Instructor and First Aid Instructor Trainer
First Aid Instructor Trainer	Canadian Red Cross Society/Lifesaving Society	Maximum of 4 staff members between First Aid Instructor and First Aid Instructor Trainer
Water Polo Coach	NCCP or equivalent	See Note 1 below
Synchronized Swimming Coach	NCCP or equivalent	See Note 1 below
Springboard Diving Coach	NCCP or equivalent	See Note 1 below

Note 1 = In the event that these coaching positions are taken over by a club or team, the employer will not pay any fees assessed with maintaining these specific awards.

f) Uniforms

The employer will supply uniforms (shirt and shorts) for regular full-time and part-time Lifeguards/Instructors. Starting January 1, 2022, on the 1<sup>st</sup> of January each year the City will provide the following annual clothing allowance for swimsuits: sixty-five dollars (\$65.00) for non-regular employees; one hundred twenty-five dollars (\$125.00) for regularly scheduled employees. Once each calendar year, the City will also provide a deck footwear allowance of fifty dollars (\$50.00) for employees in sections 5 b. iii, iv, v and vi upon proof of purchase.

g) Premiums

Teaching: An employee will be entitled to a teaching premium of \$2.00/hour, one (1) hour minimum, for time spent teaching all courses / classes that require qualifications that are beyond those specifically stated in the employee's job description. For clarification purposes this means qualifications that are deemed essential in the job description.

h) Lifeguards

Employees in this classification may only perform lifeguarding duties. The employer agrees that employees who are classified as Lifeguard/Instructors will be offered available hours before hours are scheduled for employees classified as Lifeguards.



**“APPENDIX B”**

RE: Four Week Rotational Cycle

Shift	1	2	3	4	5	6	7	8	9	10	11	12	13	14
A	A	X	X	D	D	D	X	X	D	D	D	D	X	X
B	D	X	X	X	A	A	A	A	X	X	D	D	D	X
C	X	A	A	A	X	X	D	D	X	X	X	A	A	A
D	X	D	D	D	D	X	X	X	A	A	A	X	X	D
Shift	15	16	17	18	19	20	21	22	23	24	25	26	27	28
A	X	A	A	A	X	X	D	D	X	X	X	A	A	A
B	X	D	D	D	D	X	X	X	A	A	A	X	X	D
C	A	X	X	D	D	D	X	X	D	D	D	D	X	X
D	D	X	X	X	A	A	A	A	X	X	D	D	D	X

**LETTER OF UNDERSTANDING # 1**

Between

C.U.P.E. LOCAL 2093

And

THE CORPORATION OF THE CITY OF FERNIE

RE: Payment of WCB & WI Claims

It is agreed that the following practice will continue:

1. All benefits paid under Workers' Compensation Board and Weekly Indemnity (short-term) claims are processed through the City's payroll system
2. The employee making such a claim will continue to receive a pay cheque from the City, on the same payday as other employees, until work is resumed or other arrangements made, except as provided in Article 13:05;
3. The employee will have deductions made for superannuation, UIC, CPP, income tax, etc., and any other scheduled payroll deductions (such as property taxes, Canada Savings Bonds);
4. Benefit cheques received from WCB and the WI carrier must be endorsed and turned over to the City as soon as received by the employee;
5. At the end of the claim period, the payments made to the employee by the City must equal the amounts returned to the City from the benefit cheques from WCB and the WI carrier and any outstanding amount is the responsibility of the employee to be paid to the City, or the City to be paid to the employee (after taking into account any additional amount payable to the employee as a result of the contractual agreements with CUPE).
6. For details of the coverage for Weekly Indemnity (short-term) refer to Article 13:05 of the collective agreement.

**LETTER OF UNDERSTANDING # 1 (continued)**

7. In the event that the City has paid the Weekly Indemnity Benefit or WCB benefit and the employee fails to repay the City the Weekly Indemnity Benefit or WCB benefit and any other amounts paid by the City upon receipt of payment from the insurance carrier or WCB as the case may be, or in the event that the insurance carrier denies the claim for the Weekly Indemnity Benefit or WCB benefits are denied and the City has paid the employee pursuant to paragraph two (2) hereof, then the City shall deduct a maximum of twenty (20%) percent from the net pay of such employee in each subsequent pay period, after twenty-one (21) calendar days of the resumption of work subsequent to illness or injury. Such deductions shall continue until the full Weekly Indemnity or WCB benefit is paid back to the City.

ON BEHALF OF:

The Canadian Union of Public  
Employees Local 2093:

FRANCK GIMARD

[Signature]

Dated: Sept 25 2025

The Corporation of the City of Fernie:

[Signature]

Carole Neale

**LETTER OF UNDERSTANDING # 2**

Between

C.U.P.E. LOCAL 2093

And

THE CORPORATION OF THE CITY OF FERNIE

RE: (Beautification Attendant)

The City, from time to time, may wish to employ up to three (3) individuals with an intellectual disability who may have been recommended by Community Living BC (or similar agencies) to perform incremental meaningful work (such as picking up litter). Such employees would be casual employees or temporary employees, would be under the supervision of one of the foremen, and would be paid at the rate of "Student". Should the City wish to proceed with such employment opportunities, the matter will be presented to the Labour/Management Committee, each time, for consideration and approval. Such approval will not be unreasonably withheld.

ON BEHALF OF:

The Canadian Union of Public  
Employees Local 2093:

FRANCO GIMAS



Dated: Sept 25 2025

The Corporation of the City of Fernie:



Carica Neal

### LETTER OF UNDERSTANDING # 3

Between

C.U.P.E. LOCAL 2093

And

THE CORPORATION OF THE CITY OF FERNIE

Re: Fulltime Permanent Weekend Shift Personnel

1. The City may wish to employ up to eight (8) Fulltime Permanent Weekend Shift Personnel to work in the Public Works Department. The shifts as explained below may be amended upon mutual agreement in writing.
  - a. The work week shall consist of four (4) ten (10) hour days, forty (40) hours per week. These Personnel will have included in their schedule either a Saturday or Sunday or both Saturday and Sunday.
  - b. Between the period of November 1<sup>st</sup> and April 30<sup>th</sup> the ten (10) hour workday shall consist of either:
    - i. An Early Shift starting at or after 3:00 a.m. and ending by or before 3:00 p.m., or
    - ii. An Afternoon Shift starting at or after 1:00 pm and ending by or before 1:00 am.
    - iii. The employee will be provided with forty-eight (48) hours' notice of any change in their start time within the designated period.
  - c. Between the period of May 1<sup>st</sup> and October 31<sup>st</sup> the ten (10) hour workday shall consist of either:
    - i. An Early Shift starting at or after 5:00 a.m. and ending by or before 6:00 p.m., or
    - ii. An Afternoon Shift starting at or after 11:00 am and ending by or before 11:00 pm.
    - iii. The employee will be provided with forty-eight (48) hours' notice of any change in their start time within the designated period.
    - iv. During this time period the Employer may assign schedules that comply with Article 6:01 A to these employees, which shall be chosen based on seniority.
  - d. The Early and Afternoon shifts may be rotated.

**LETTER OF UNDERSTANDING # 3 (continued)**

- e. When the Employer requires the employee to remain on Employer property or the worksite and be available for work, the employee shall receive a one-half (1/2) hour paid meal break, to be taken when convenient, on a rotational basis between employees when possible.
2. The City may wish to employ up to two (2) Fulltime Permanent Weekend Shift Personnel to work in the Parks, Facilities and Recreation Department. The shifts as explained below may be amended upon mutual agreement in writing.
- a. The work week shall consist of four (4) ten (10) hour days, forty (40) hours per week. These Personnel will have included in their schedule either a Saturday or Sunday or both Saturday and Sunday.
  - b. The day shift shall start on or after 4:00 a.m. and end no later than 5:00 p.m.
  - c. The afternoon shift shall start on or after 1:00 p.m. and end no later than 1:00 a.m.
  - d. The employee will be provided with forty-eight (48) hours' notice of any change in their start time within the designated period.

Note: The above schedules only apply to Weekend Shift Personnel posted in these positions.  
Employees shall choose the shift by seniority.  
All other terms and conditions of the Collective Agreement will apply.

ON BEHALF OF:

The Canadian Union of Public  
Employees Local 2093:

FRANCO GIMARD



The Corporation of the City of Fernie:



Carol Neal

Dated: Sept 25 2025

**LETTER OF UNDERSTANDING # 4**

Between

C.U.P.E. LOCAL 2093

And

THE CORPORATION OF THE CITY OF FERNIE

RE: Summer Student Employees and Casual Arena Employees

1. The Parties agree to the following:
  - a. Student employees shall not be required to be directly supervised by a regular employee, nor work with the two regular employees; and
  - b. Student employees shall be permitted to operate ride on lawn tractors, without a change from the student rate of pay.
  - c. Prior to assigning a student to operate a ride on lawn tractor Leisure Services fulltime and temporary employees will be given first consideration in the operation of such equipment if such employee has the ability to do so, unless they have been assigned to other duties.
2. The City acknowledges and agrees that it shall not hire more than five (5) Student employees at any one time in Public Works and Leisure Services.
3. The parties acknowledge and agree that notwithstanding any provision of the collective agreement between the parties, the City may hire casual employees to provide double shift coverage on the weekends at the Arena. Such employees hired for duties at the Arena may work in other operations of the City, as required.

ON BEHALF OF:

The Canadian Union of Public  
Employees Local 2093:

FRANCO GIRARD  
[Signature]

The Corporation of the City of Fernie:

[Signature]  
Carole Neale

Dated: Sept 25 2025

**LETTER OF UNDERSTANDING # 5**

Between

C.U.P.E. LOCAL 2093

And

THE CORPORATION OF THE CITY OF FERNIE

RE: Job Description Update and Creation Process

The intention of this LOU is to improve the capacity, structure, certainty and process direction of Article 7.11.

The parties expressly agree that this LOU automatically expires on January 25, 2027, unless the parties mutually agree to extend it.

The parties agree to the following:

1. All incumbent employees will not be displaced or suffer a reduction in compensation as result of the updated job description process.
2. It is accepted that the Employer has the management right to update any current job description or create any new job description subject to operational need. Management must ensure that the qualifications for any updated or newly created job description are reasonably defensible by comparison to similar municipal jobs.
3. As per paragraph 1 of Article 7:11, for the purpose of this LOU the parties are reviewing the proposed job descriptions and negotiating the associated rate of pay that is appropriate based on the job description and its associated qualifications. Each party to this LOU reserves the right to their respective interpretation on the distinction between a job description and a classification. Nothing in this LOU is to be used by either party to determine their collective agreement interpretation on the words job description vs job classification.
4. When it comes to determining rate of pay for the job in question the parties agree to the following framework of analysis;
  - a) When the job description is reasonably considered to be 75% similar to an existing job description within the City of Fernie bargaining unit. Then external comparators will not be considered in determining the appropriate rate of pay. The rate of pay consideration for the proposed job description must fit comparably within what similar jobs are paid within the City of Fernie bargaining unit rates. If the parties cannot agree whether a position meets this 75% threshold, they will be entitled to submit an additional page of rationale supporting their position concerning the 75 % threshold issue when they make their submission pursuant to paragraph 6.



- b) When a job description is reasonably considered to be less than 75% similar to an existing job description within the City of Fernie bargaining unit then in this circumstance the appropriate rate of pay must be determined by looking at similar job descriptions and rates of pay for the following comparators: Teck Resources(or local mining industry), City of Fernie, Comox, Lake Country, Osoyoos, Parksville, Powell River, Revelstoke, Rossland, Salmon Arm, Smithers, Terrace, Trail.
5. As per paragraph 4, when the Employer proposes an updated or a new job description they must provide the Union with the full job description and proposed rate of pay along with similar job descriptions and rates of pay for the above listed comparators (when applicable and when there are any comparable examples). If the Union has job descriptions that they consider to be similar from the listed comparators they are required to provide such job descriptions to the Employer within this time period. From the date this information is presented to the other party in writing the parties have 30 calendar days to review the job descriptions provided and to negotiate and agree upon an appropriate rate of pay using the framework of evaluation set out in paragraph 4 above.
  6. If parties cannot reach an agreement on the rate of pay for the proposed job description within the 30-day time period noted in paragraph 5 then they must provide their proposed rate of pay and 1 page supporting rational to an Arbitrator for a final offer selection process. The Arbitrator must conclude their final selection within 60 days of when the Employer provides the information as outlined in paragraph 5. The parties agree to the following expedited final offer selection Arbitration process. No later than 10 days before the end of the 60-day window, both parties must jointly submit to the Arbitrator the proposed job description in question along with the same supporting documentation that was discussed by the parties in paragraph 5. Then each party must 7 days before the end of the 60-day window confidentially provide to the Arbitrator a one-page single spaced Times New Roman 12 point font size summary of the one rate they deem appropriate for the job description and the supporting rationale for why their proposed rate should be accepted. The Arbitrator must choose either the Union's or the Employer's proposed rate of pay for the proposed job descriptions and is not required to provide reasons for their selection. The parties agree to be bound by that rate of pay for the associated job description.
  7. It is expressly agreed that the Employer cannot bring forward any more than a total number of 10 job descriptions to the Union in any given calendar month (the ten job descriptions can be a combination of new or updated job descriptions). It is agreed that the Employer can only send the Union one batch of proposed job descriptions within any given calendar month. Each month the maximum of ten job descriptions can be proposed and the wage rates will be negotiated. Any of those job descriptions that are not settled by agreement within the 30-day window described in paragraph 5 can be sent to the final offer selection process described in paragraph 6. The parties recognize that the Arbitrator can be asked to complete the final offer selection process on numerous different job descriptions all at the same time provided each one is

submitted within the timelines described in paragraph 6.

8. The parties agree that a reasonable amount of Union paid time, will be provided to the Union, upon request, to allow for the preparation and negotiation of the proposed pay rates under this LOU.
9. The parties agree that Allison Matacheskie is appointed as Arbitrator. If Arbitrator Matacheskie cannot continue with the appointment, the parties will mutually agree on an alternative Arbitrator failing which the parties agree to secure an arbitration appointment through the Labour Relations Board CAAB process. An appointment under this process comes with the Arbitrator accepting the terms of this LOU and an agreement to make themselves available for the term of this LOU.

The parties agree that new job descriptions and rates of pay established through this process shall form part of the Collective Agreement. Where appropriate the new job description and rates of pay will replace previous versions.

ON BEHALF OF:

The Canadian Union of Public  
Employees Local 2093:

FRANCK GIMAND  
[Signature]

The Corporation of the City of Fernie:

[Signature]  
Carol Neale

Dated: Sept 25 2025

**LETTER OF UNDERSTANDING #6**

Between

C.U.P.E. LOCAL 2093

And

THE CORPORATION OF THE CITY OF FERNIE

RE: Earned Day Off (EDO) Program - Trial Period

The Parties wish to have a trial period to explore the interest of employees in participating in an Earned Day Off (EDO) program, and to determine whether such a program is operationally feasible for the City long-term.

Accordingly, the Parties agree as follows:

1. The overriding basic principles in the EDO Program are that there shall be no additional salary or benefit cost to the Employer and no reduction in service to the public.
2. Only regular full-time employees in the following positions are eligible to participate in the EDO program at this time:
  - a. Inside/Office employees;
  - b. Recreation Administrator;
  - c. GIS Technologist;
  - d. Planner;
  - e. Engineering Technologist; and
  - f. Maintenance Management and Purchasing Clerk.
3. By January 1st of each year, employees may elect to be involved in the EDO program for that year. If an employee either chooses to discontinue their involvement during the year or not enroll in the EDO program, they must wait until the next year to join the EDO program.
4. The EDO program will operate on a three (3) week cycle. Employees will receive one day off each three-week cycle as an EDO. Employees normally working 35 hours per week will work an additional 30 minutes each day for 14 work days, thereby earning a seven (7) hour EDO on or about the 15<sup>th</sup> work day. Employees normally working 40 hours per week will work an additional 35 minutes each day for 14 work days, thereby earning an eight (8) hour EDO on or about the 15<sup>th</sup> work day.
5. The additional time worked will be on a regular schedule with the approval of the City. Hours can be earned as follows:
  - o Begin the workday earlier.
  - o End the workday later.
  - o A combination of the above.

6. Generally, earned EDO days will be taken in the last week of the three-week cycle. The day selected will normally remain constant for the entire year. By seniority, employees will have the opportunity to select which day of the week they want to take as their EDO day, and the City will endeavour to permit such scheduling, subject to factors such as operational requirements.
7. Subject to operational requirements, when an EDO day falls on a Friday Statutory Holiday, the EDO will be moved to the preceding Thursday. When the EDO falls on a Monday Statutory Holiday, the EDO day will be moved to the Tuesday immediately following. When the EDO falls on a Tuesday, Wednesday or Thursday Statutory holiday the EDO day will be moved to a mutually agreeable day.
8. Except in extenuating circumstances and with the City's approval, earned EDO days cannot be carried forward or deferred.
9. If/when a conflict arises between requested vacation days and a scheduled EDO day with two different employees in the same working unit or department, the vacation request will take precedence over the scheduled EDO and the employee impacted will have their earned EDO day re-scheduled to a mutually agreeable date.
10. Where the City requires staffing coverage when an employee is on their EDO day, the City may use casual employees for such coverage.
11. Where there are or would be impacts on service to the public due to an employee's participation in the EDO program, that employee may cease to be eligible to participate in the EDO program, either temporarily or permanently depending on the circumstances.
12. The Parties will meet quarterly during the first year of the EDO program to attempt to resolve any issues that may arise relating to the program.
13. At the end of the first year of the trial period either party may opt out of this EDO Program.

ON BEHALF OF:

The Canadian Union of Public  
Employees Local 2093:

FRANCO GIRARD

[Signature]

The Corporation of the City of Fernie:

[Signature]

CAROL NEAL

Dated: Sept 25 2025

**LETTER OF UNDERSTANDING #7**

Between

C.U.P.E. LOCAL 2093

And

THE CORPORATION OF THE CITY OF FERNIE

Re: Transition of Retirees to the Municipal Retiree Benefit Trust Plan

1. All existing retirees who are entitled to retiree benefits in accordance with Article 13.10, as well as any spouses and dependents, subject to the terms of the Municipal Retiree Benefit Trust group benefits plan ("MRBP"), will transition from the existing Pacific Blue Cross retiree benefits plan to the MRBP.
2. The City, the Union, and the retirees will work together cooperatively to ensure retirees and their spouses and dependents are transitioned to the MRBP within 6 months of the ratification of the collective agreement.
3. The City will make assistance available for retirees to fill out the necessary forms for the transition to the MRBP, and will provide education to the retirees about the transition process and coverage under the MRBP.
4. Existing employees who will become entitled to retiree benefits upon retirement in accordance with Article 13.10, and their spouses and dependents, subject to the terms of the MRBP, may enroll for the MRBP.
5. If a retiree applies to transfer him or herself and any spouse or dependent from the current Pacific Blue Cross retiree plan to the MRBP, in accordance with the application deadline and any other application requirements of the MRBP, and the MRBP determines that the retiree or his/her spouse or dependent is not eligible for example due to a pre-existing health issue, or if the MRBP is cancelled in the future, the Parties will negotiate in good faith to arrange for benefits for the affected retiree(s).

ON BEHALF OF:

The Canadian Union of Public  
Employees Local 2093:

FRANCO GIMAND

[Signature]

The Corporation of the City of Fernie:

[Signature]

CAIRO NEAL

Dated: Sept 25 2025

**LETTER OF UNDERSTANDING #8**

Between

C.U.P.E. LOCAL 2093

And

THE CORPORATION OF THE CITY OF FERNIE

Re: Job Descriptions

1. The Parties agree to remove all job descriptions from the text of the collective agreement and instead create an ancillary document which includes all job descriptions.
2. The Parties agree that the ancillary document with the job descriptions will be considered part of the collective agreement's terms and conditions.
3. For clarity, this includes:

All job descriptions that have been amended or newly created since March 1, 2020, and going forward.

All job descriptions that were listed in the 2020-2024 Collective Agreement between the Parties that have not been amended or removed.

ON BEHALF OF:

The Canadian Union of Public  
Employees Local 2093:

FRANCO GIMARD

[Signature]

The Corporation of the City of Fernie:

[Signature]

CAROL NEALE

Dated: Sept 25 2025