

COLLECTIVE AGREEMENT

Between

CITY OF FERNIE

and

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

March 1, 1994 - February 28, 1999

THE CORPORATION OF THE CITY OF FERNIE

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

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2093

(hereinafter called the "**Union**")
PARTY 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 fewer hours per week than a regular full-time employee and whose employment is continuous. These employees accumulate seniority and are entitled to all benefits as outlined in this Agreement.

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 nor 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.

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. These periods shall not exceed two (2) months in a twelve (12) months 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. 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.

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, 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 The City, its servants and agents, agree that there shall be no discrimination, interference, restriction, or coercion exercised, or practised, with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, discipline, origin, political or religious affiliations, sex, or marital status, or by reason of his/her membership in a labour union.

2:03 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. It shall be the responsibility of the City and/or the Union to show changes made in the new Agreement by underlining or showing any changes made so that they are clearly visible.

2:04 Copies of all resolutions and bylaws adopted by the City which affect the members of the Union are to be:

- (i) forwarded to the Union;
- (ii) posted on all bulletin boards.

2:05 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.

2:06 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.

2.07 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, or where no employees are available.

2:08 No employee shall be required or permitted to make a written or verbal agreement with the City or his representatives which may conflict with the terms of this Collective Agreement.

**CITY OF FERNIE / CUPE, LOCAL 2093
Collective Agreement March 1994 - February 1999**

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. The City shall have the right to retire an employee at age 65, in accordance with provisions of the Pension (Municipal) Act.

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 except for just and reasonable cause.

ARTICLE 4 UNION SECURITY AND CHECKOFF

4:01 Every employee who is now or hereafter becomes a member of the Union shall maintain his membership in the Union as a condition of his employment; and every new employee whose employment commences hereafter shall, within thirty (30) days after the commencement of his employment, apply for and maintain his 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 first 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 to a maximum of two (2) representatives of the Union to leave their employment temporarily in order to carry on negotiations with the City, or with respect to a grievance, they shall suffer no 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, but no more than four (4) employees shall be granted such leave at any one time. Such time shall not exceed a total of twenty-four (24) man days in any one (1) year.

5:03 Any employees who are selected or elected for a full time position with the Union or any body with which the Union is affiliated, or who is elected to public office, other than 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 his/her 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.

ARTICLE 6 HOURS OF WORK

6:01 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.

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.

Day Shift:

Shall be any regular shift starting at or after 7:00 A.M. and ending by or before 5:00 P.M. and shall be paid for at regular rates.

Afternoon Shift:

Shall be any scheduled shift starting at or after 5:00 P.M. or such other time as may be mutually agreed upon.

Night Shift:

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

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, on the job.

6:03 Upon mutual agreement, the City shall have the right upon twenty-four (24) hours notice to the Union, to change the employee's 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 his 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 Thursday if practicable. On each pay, each employee shall be provided with an itemized statement of the employee's wages and deductions.

7:02 Employees shall receive on the last office day preceding commencement of their annual vacation, any pay cheques which may fall due during the period of their vacation.

7:03 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.

7:04 Hours of work which are subject to overtime rates, shall not be eligible for shift premiums.

7:05 Regular, casual, and temporary employees working afternoon shift shall be paid a shift premium of fifty (\$0.50) cents 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 forty-five (\$0.45) cents per hour over and above their regular rate of pay.

7:06 Regular, casual, and temporary employees whose regular work week includes work on Saturday or Sunday shall be paid a premium of fifty-five (\$0.55) cents per hour over and above their normal rate of pay for every hour worked on a Saturday or Sunday.

7:07 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 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.

7:08 Where an employee is required to work under Clause 7:07 hereof, he/she shall be notified by his/her foreman or department head on the day previous to the commencement of such work except, in cases of emergency, where notice is not possible.

CITY OF FERNIE / CUPE, LOCAL 2093
Collective Agreement March 1994 - February 1999

7:09 When an employee is required to possess an air ticket in performance of his/her normal duties, he/she shall; receive a premium of ten (\$0.10) cents per hour for all hours when it is necessary to work under the ticket.

7:10 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 ten dollars (\$10.00) if near breakfast time; ten dollars (\$10.00) if near lunch time; or fifteen (\$15.00) dollars if near dinner time; by the City.

7:11 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.

7:12 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 his/her tools.

7:13 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 believes that as a result of changes in duties, the employee no longer falls within the employee's classification, the employee may apply for reclassification to another or to a new classification. The application will be considered by the City and a written response given within 30 days, and if the employee 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 first applied for the successful reclassification.

CITY OF FERNIE / CUPE, LOCAL 2093
Collective Agreement March 1994 - February 1999

7:14 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 his/her 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 fifteen (15%) percent above his 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, the Union shall be notified in writing of the temporary assignment.

7:15 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.

7:16 An employee who is designated as a Leadhand shall be paid a premium of \$0.90 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 work day 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 eight (8) hours on a normal work day and time and one-half (1 1/2) for the first three hours on Saturdays or Sundays.

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 his 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 each week.

8:04 In lieu of overtime payment employees may choose to take time off at the rate earned at a time mutually agreeable. 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 his 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 beepers.

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.

ARTICLE 9 STATUTORY HOLIDAYS

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

New Years Day	Canada Day	Remembrance Day
Good Friday	B.C. Day	Christmas Day
Easter Monday	Labour Day	Boxing Day
Victoria Day (May 24)	Thanksgiving 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 any of the above holidays fall on a Saturday, the preceding Friday shall be deemed to be the holiday. When any of the above holidays fall on a Sunday, the following Monday shall be deemed to be the holiday. If an employee cannot take the alternate Friday or Monday because of shifts being worked, the employee may choose to:

1. be paid for the day (at straight time);
- or 2. take the following Wednesday;
- or 3. take an alternative day to be scheduled by mutual agreement of the City and the employee, to be taken within one month of the holiday, and such request for an alternate day shall not unreasonably be denied.

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>
1	10 days
2	15
3	15
4	16
5	16
6	17
7	17
8	18
9	18
10	20
11	20
12	21
13	22
14	23
15	24
16	26
17	27
18	28
19	29
20	30
21	31
22 and thereafter	32

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 not having a year continuous service at December 31st shall have earned vacation entitlement for the next calendar year of one (1) working day paid vacation for each complete month of service up to a maximum of ten (10) working days.

11:04 An employee leaving the service at any time in his vacation year before he/she has had his/her vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation. When an employee dies, his/her estate shall be credited with the value of vacation credits owing to him/her.

CITY OF FERNIE / CUPE, LOCAL 2093
Collective Agreement March 1994 - February 1999

11:05 If a statutory or declared holiday falls or is observed during an employee's annual vacation period, he shall be granted an additional day's vacation for such holiday in addition to his regular vacation time.

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 of vacation dates shall be determined by seniority of service.

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 shall 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 his 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.

ARTICLE 12 SPECIFIC LEAVES OF ABSENCE

12:01 Sick Leave and Frozen 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.

b) All regular full time and regular part-time employees shall have annually eight (8) days sick leave, but this sick leave is not accumulated and will be dissolved at December 31st each year if unused. An employee shall have the right to draw on his sick leave accumulation when his eight (8) days for each year has run out. An employee commencing employment after July 1st shall receive an accumulation of four (4) sick leave days for the remainder of the year.

c) An employee when he/she is sick shall phone to the Supervisor prior to shift start advising him that he/she will not report for work and any employee who is suspect of abusing his/her 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 his/her 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, for a length of time to be agreed upon by the two Parties, in accordance with clause 12:01(f)(ii) below.

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 his credit.

f) On April 5th 1982, each employee's sick leave accumulation (up to a maximum of 150 days) was frozen and does not accumulate thereafter.

i. During the course of employment, should the employee terminate employment, the employee shall receive twenty (20%) percent of the accumulated frozen sick leave stated value.

ii. Upon retirement, the employee shall receive one hundred (100%) percent of the accumulated frozen sick leave stated value. An employee may retire at an earlier age by the amount of accumulated sick leave days. Definition of retirement for purposes of this section shall mean termination of an employee's services by being retired

on account of age, as determined by the “Pension (Municipal) Act”, and without limiting the generality of the foregoing shall not include termination by the employee quitting, by the employee being fired, compensable injury, as by the employee being laid off by reason of insufficient work being available, closure or shut-down.

12:02 Maternity Leave and Parental Leave

Maternity Leave

(i) An employee, on her written request for maternity leave supported by a certificate of a medical practitioner stating that the employee is pregnant and estimating the probable date of birth of the child, is entitled to a leave of absence from work, without pay, for a period of eighteen (18) consecutive weeks or a shorter period the employee requests, commencing eleven (11) weeks immediately before the estimated date of birth or a later time the employee requests. The written request must be made at least four weeks before the day specified in the request as the day on which the employee proposes to commence maternity leave. If four (4) weeks notice is not possible due to unforeseeable circumstances, the request must be submitted immediately that the need for leave becomes known.

(ii) Regardless of the date of commencement of the leave of absence taken under subsection (i) the leave shall not end before the expiration of six (6) weeks following the actual date of birth of the child unless the employee requests a shorter period.

(iii) A request for a shorter period under subsection (ii) must be given in writing to the City, at least one (1) week before the date that the employee indicates she intends to return to work and the employee must furnish the City with a certificate of a medical practitioner stating that the employee is able to resume work.

(iv) Where an employee gives birth or the pregnancy is terminated before a request for leave is made under subsection (i), the City shall, on the employee’s request and on receipt of a certificate of a medical practitioner stating that the employee has given birth or the pregnancy was terminated on a specified date, grant the employee leave of absence from work, without pay, for a period of six (6) consecutive weeks, or a shorter period the employee requests, commencing on the specified date.

CITY OF FERNIE / CUPE, LOCAL 2093
Collective Agreement March 1994 - February 1999

(v) Where an employee who has been granted leave of absence under this Article is, for reasons related to the birth or the termination of the pregnancy as certified by a medical practitioner, unable to work or return to work after the expiration of the leave, the City shall grant to the employee further leave of absence from work, without pay, for a period specified in one or more certificates but not exceeding a total of six (6) consecutive weeks.

(vi) The City may require an employee to commence a leave of absence for maternity where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a medical practitioner stating that she is able to perform her duties.

(vii) The services of an employee who is absent from work in accordance with this Article shall be considered continuous for the purpose of annual vacation, vacation pay and termination of employment and any pension, medical or other plan beneficial to the employee and the City shall continue to make payments to the plan in the same manner as if the employee were not absent where the City pays the total cost of the plan, or, where the employee elects to continue to pay her share of the cost of a plan that is paid for jointly by the City and the employee.

(viii) An employee who resumes employment on the expiration of the maternity leave granted in accordance with this Article shall be reinstated in all respects by the City in the position previously occupied by the employee, or in a comparable position, and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.

(ix) Where the City has suspended or discontinued operations during the maternity leave granted in accordance with this Article and has not resumed operations on the expiry of the maternity leave, the City shall, on resumption of operations and subject to the seniority provisions of this Agreement, comply with clause (viii) above.

(x) The City shall not terminate an employee, or change a condition of employment of an employee without the employee's written consent, because of an absence authorized by this Article or because of the employee's pregnancy, unless the employee has been absent for a period exceeding that permitted under this Article.

(xi) The burden of proving that the termination of an employee, or a change in a condition of employment of the employee without the employee's written consent is not because of a maternity leave granted in accordance with this Article or because of the employee's pregnancy, is on the City.

Parental Leave

(xii) An employee, mother or father, natural or adopting, on his or her written request for parental leave, is entitled to a leave of absence from work, without pay, for a period specified in Section (xiii) below. The request must be made at least 4 weeks before the date specified in the request as the day on which the employee proposes to commence parental leave. If four (4) weeks notice is not possible due to unforeseeable circumstances, the request must be submitted immediately that the need for leave becomes known. The request must be accompanied by:

- a certificate of a medical practitioner or other evidence stating the date of birth of the child or the probable date of birth of the child if a certificate has not been provided under Section (i) above;
- or a letter from the agency that placed the child providing evidence of the adoption of the child.

(xiii) The employee is entitled to parental leave for a period of twelve (12) consecutive weeks or a shorter period the employee requests, commencing:

- a) in the case of a natural mother, immediately following the end of the maternity leave taken under this Article unless the City and the employee agree otherwise;
- b) in the case of a natural father, following the birth of the child and within the 52 week period after the birth date of the new born child; and
- c) in the case of an adopting mother or father, following the adoption of the child and within the 52 week period after the date the adopted child comes into the actual care and custody of the mother or father

(xiv) If the new born child or adopted child will be or is at least 6 months of age at the time the child comes into the actual care and custody of the mother or father, and it is certified by a medical practitioner or the agency that placed the child that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the employee is entitled to a further parental leave of absence from work, without pay, for a period not exceeding a total of five (5) consecutive weeks as specified in the certificate, commencing immediately following the end of the parental leave taken under section (xiii) above.

(xv) An employee who resumes employment on the expiration of the parental leave granted in accordance with this Article shall be reinstated in all respects by the City in the position previously occupied by the employee, or in a comparable position, and with all increments in wages and benefits to which the employee would have been entitled had the leave not been taken.

CITY OF FERNIE / CUPE, LOCAL 2093
Collective Agreement March 1994 - February 1999

(xvi) Where the City has suspended or discontinued operations during the parental leave granted in accordance with this Article and has not resumed operations on the expiry of the parental leave, the City shall, on resumption of operations and subject to the seniority provisions of this Agreement comply with clause (xv) above.

(xvii) The City shall not terminate an employee, or change a condition of employment of an employee without the employee's written consent, because of an absence authorized by this Article, unless the employee has been absent for a period exceeding that permitted under this Article.

(xviii) The burden of proving that the termination of an employee, or a change in a condition of employment of the employee without the employee's written consent, is not because of a parental leave granted in accordance with this Article, is on the City.

General

(xix) Notwithstanding anything contained elsewhere in this Article (Maternity Leave and Parental Leave), an employee's combined entitlement to a leave of absence under this Article shall not exceed a total of 32 weeks.

12:03 Bereavement Leave

Regular full-time and regular part-time employees shall be granted three (3) regularly scheduled work days without loss of salary or wages in the case of the death of a parent, step-parent, current spouse, common-law spouse, brother, sister, child, common-law children, step-child, current grandparent (which includes common-law grandparents), current mother-in-law, father-in-law, brother-in-law, sister-in-law, nieces, nephews, grandchildren, aunts or uncles, provided the deceased person lived within a three (300) hundred mile radius of Fernie. In the event the deceased person lived beyond the three (300) hundred mile radius of Fernie, the employee concerned shall be granted five (5) regularly scheduled work days leave without loss of salary or wages to attend the funeral. One (1) day shall be granted without loss of salary or wages to attend a funeral as a pall-bearer, provided such employee has the approval of his supervisor or department head.

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 his/her regular wages and the employee shall turn over to the City the payment he/she receives for such duty (excluding payment for travelling 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 his/her cumulative credit, if any, existing at the time of such leave or layoff.

(b) 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.

(c) In the event that an employee is accused of an offence which requires a Court appearance he/she 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, he/she 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 he/she may, subject to mutual agreement between the Parties, receive a leave of absence without seniority, benefits and pay to cover the period of his/her 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 1/2 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 100% of the premiums for the Extended Health Benefits Plan for all regular full-time and regular part-time employees normally scheduled to work 17 1/2 hours per week or more, and for retired employees. 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 100% of the premiums for the Vision Care Option for all regular full-time and regular part-time employees normally scheduled to work 17 1/2 hours per week or more. The Option shall provide 100% reimbursement: for adults with a maximum of \$200.00 each two calendar year period; for children with a maximum to \$200.00 each calendar year.

One hundred (100%) percent reimbursement of prescription drug costs (including deductible).

13:03 All employees shall be covered by the provisions of the Unemployment 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 for retired employees. The plan will be effective on the first day of the second (2nd) month following the month of employment.

The Plan pays: 100% of Plan A - Basic Services

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

75% of Plan C - Orthodontia (lifetime maximum of \$1,500 per person).

13:05 Weekly Indemnity

The City will pay 100% of the premiums for the Weekly Indemnity Insurance Plan for all regular full-time and regular part-time employees normally scheduled to work 17 1/2 hours per week or more.

The Weekly Indemnity is payable on the 4th 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. If the employee does not have current sick leave available, the employee may use frozen sick leave up to three days. Weekly indemnity is payable by the insurance company for 70% of weekly income to a maximum of \$693.00 per week for a period of 26 weeks. The City will pay the difference to guarantee the employee a maximum weekly indemnity of 90% of the employee's normal weekly income to a maximum of \$1,000.00 per week.

Should the employee not receive the weekly indemnity within ten (10) days, the City shall automatically pay the employee with the employee then reimbursing the City upon receipt of payment from the insurance company.

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 17 1/2 hours per week or more.

Payable to regular full-time and regular part-time employees after six (6) months - twenty-six (26) weeks. 70% of monthly income to a maximum of three thousand (\$3,000.00) 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 \$150,000 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 \$150,000 with 24-hour coverage.

13:08 UIC Rebate

Instead of cash payments to employees for their shares of UIC premium rebates, the City will supply regular coffee, tea, and associated accessories (cream, sugar) for all employees.

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 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) he/she is discharged for just cause and is not reinstated;
- (ii) he/she resigns;
- (iii) he/she is absent from work in excess of five (5) consecutive working days without notifying the City unless notice was not reasonably possible;
- (iv) he/she fails to return to work within seven (7) days of being notified by registered mail that he/she is recalled to work;
- (v) upon the expiry of recall rights.

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 90 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.

ARTICLE 15 LAYOFF AND RECALL

15:01 (i) 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.

(ii) 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 part-time employee who exercises the right to bump shall not be allowed to increase the employee's scheduled number of hours of work.

(iii) 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.

(iv) Recall Procedure - Regular employees with recall to employment rights shall be recalled in the order of their seniority.

(v) 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.

(vi) 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.

CITY OF FERNIE / CUPE, LOCAL 2093
Collective Agreement March 1994 - February 1999

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 his 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 twelve (12) 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 eighteen (18) 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.-

CITY OF FERNIE / CUPE, LOCAL 2093
Collective Agreement March 1994 - February 1999

15:04 Upon layoff a regular employee may choose to accept the following severance pay:

- 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 weeks 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 back-dated 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; 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 which do not involve significant changes in duties, appointment shall be made of the applicant senior in service and having the required qualifications. In making promotions involving significant change in type of duties, or significant increase in responsibility, ability and qualifications are primary, but in cases in which these are equal, seniority shall be the determining factor. In these cases, selection shall not be made without consideration of the evaluations of ability by at least two (2) supervisors.

16:04 The Union shall be notified of all appointments, hirings, 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 qualifications, but are prepared for qualifications prior to the filling of a vacancy. Such employees will be given an opportunity to qualify within six (6) months, unless a longer period of time is agreed to by both Parties, and to revert to their former positions if the required qualifications are not met within such time.

CITY OF FERNIE / CUPE, LOCAL 2093
Collective Agreement March 1994 - February 1999

16:06 If a regular employee is appointed (whether by promotion, transfer, or as the result of bumping) 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, except in the case of bumping 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 his 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.

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	leather apron
leather gloves as needed	rubber gloves
rubber gloves (insulated)	rubber boots
rain suits (pants and jacket)	corked overshoes (initially on a trial basis)
safety boots (CSA approved) for all regular full-time and regular part-time outside staff and other employees if required - City will pay a safety boot allowance of seventy-five (\$75.00) dollars per calendar year, effective the first pay day in January.	

Non-prescription safety glasses be available for certain jobs.

Inside workers: An annual clothing allowance of one hundred (\$100.00) dollars unless a uniform is supplied.

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

CITY OF FERNIE / CUPE, LOCAL 2093
Collective Agreement March 1994 - February 1999

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 his 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 his opinion the report is not valid, he 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 he deems necessary.

(vi) No employee shall be subject to disciplinary action because he has 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.

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.

19:02 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 shall be settled without stoppage of work in the following manner:

Stage 1: The employee or employees concerned, with their Union Steward in attendance, shall endeavour to settle the dispute with the immediate supervisor. Failure to reach a satisfactory settlement of the dispute within one (1) 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 three (3) 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 five (5) days after such a meeting, the dispute may be submitted to Stage 4.

Stage 4: The dispute shall be submitted to a Board of Arbitration which shall consist of three members, one (1) to be selected by the Corporation; one (1) to be selected by the Union, and one (1) to be a mutually acceptable person, who shall act as Chairman of the Board, to be chosen by the two (2) persons thus selected within five (5) days of their appointment. Such third member shall be chosen having due regard to his impartiality and his qualifications in the interpretation of agreements. In the event the Corporation and the union are unable to agree upon selection of the Chairman of the Board, the Minister of Labour shall be requested to appoint such a member.

19:03 The decision of the Board of Arbitration or of a majority thereof with respect to the dispute shall be final and binding upon the parties, but in no event shall the Board have the power to alter, modify, or amend any part of this Agreement in any respect. The decision of the Board shall be given no later than fourteen (14) days after conclusion of the hearing, or such longer period as may be mutually agreed to by the parties involved in the dispute.

CITY OF FERNIE / CUPE, LOCAL 2093
Collective Agreement March 1994 - February 1999

19:04 Each party shall pay the expenses of the member of the Board of Arbitration chosen by it and all expenses incurred in connection with the presentation and preparation of its own case, but the parties shall share equally the expenses of the Chairman of the Board.

19:05 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.

ARTICLE 20 SEXUAL HARASSMENT

20:01 An employee who initiates a grievance in respect of an allegation of sexual harassment by another employee or officer of the City may, at the option of the employee, commence the grievance proceedings at Stage 3 of the Grievance Procedure.

ARTICLE 21 PERFORMANCE NOTICES AND PERSONNEL FILES

21:01 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 Policy Manual an employee performance notice will be issued to the employee with copies to the City Administrator's Office, Secretary of the Union and to the Shop Steward. The issuance of three (3) of these employee performance notices will constitute an automatic termination of employment. Performance notices in employees' files shall be removed after a twenty-four (24) month period.

21:02 An employee shall have the right, by appointment, to have access to and review his/her 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 22 JOB SECURITY

22.01 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 his regular duties, shall be given the preference of any light work available at the salary payable at the time for the position to which he is assigned.

22.02 Every contract made by the Employer for any municipal work shall be subject to the provisions of the Municipal 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.

22.03 No Strikes or Lockouts

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

22:04 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.

ARTICLE 23 LABOUR MANAGEMENT COMMITTEE

23.01 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.

23.02 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.

23.03 The Joint Committee shall meet at the written call of either Party, for a stated purpose, within seven (7) days of the call.

ARTICLE 24 JOINT CONSULTATION AND ADJUSTMENT PLANS

24:01 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.

24:02 (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.

24:03 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.

24:04 (a) No regular employee shall be dismissed because of change as defined in this Article except upon one (1) week's 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.

CITY OF FERNIE / CUPE, LOCAL 2093
Collective Agreement March 1994 - February 1999

24:05 Notwithstanding anything contained elsewhere in this Agreement any employee 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 25 TERM OF AGREEMENT

25:01 Term: five years (5) years - March 1, 1994 to February 28, 1999.

This Agreement shall remain in effect until the last day of February, 1999 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.

May , 1995

SIGNED ON BEHALF OF:

CUPE, LOCAL 2093

CITY OF FERNIE

SCHEDULE A CLASSIFICATIONS AND PAY RATES

Effective March 1, 1994:

classification structure in effect in 1993 with each rate increased by \$0.40.

Effective March 1: 1995, 1996, 1997, 1998

<u>Classification</u>	<u>Mar.1/95</u>	<u>Mar.1/96</u>	<u>Mar.1/97</u>	<u>Mar.1/98</u>
<u>Outside Staff</u>				
Rink Attendant/Ticket Taker October 1994)		B.C. minimum wage plus \$1.00**	(effective	
Student	8.69	9.14	9.64	10.24
Labourer/Janitor	18.62	19.07	19.57	20.17
Operator 1 Maintenance 1	19.98	20.43	20.93	21.53
Operator 2 Maintenance 2	20.37	20.82	21.32	21.92
Operator 3 Maintenance 3	20.96	21.41	21.91	22.51
Operator/Maintenance 3 - Certified	21.30	21.75	22.25	22.85
Technologist Journeyman	22.40	22.85	23.35	23.95
Control Clerk	22.65	23.10	23.60	24.20
Senior Technologist Working Foreman 1	24.06	24.51	25.01	25.61
Working Foreman 2	25.70	26.15	26.65	27.25
Frayne Davis	20.23	20.68	21.18	21.78
<u>Inside Staff</u>				
Municipal Clerk 1	18.22	18.67	19.17	19.77
Municipal Clerk 2	19.65	20.10	20.60	21.20
Municipal Clerk 3	23.12	23.57	24.07	24.67
Accounting Technologist	25.64	26.09	26.59	27.19
Bldng Insptr/Bylaw Enfrcmnt Officer	27.20	27.65	28.15	28.75

**Those employed as Rink Attendant/Ticket Taker shall be casual employees. The duties and responsibilities which can be assigned to them shall continue to be similar to the duties and responsibilities assigned in the past. The "Hours of Work" and "Overtime, Standby and Callback" articles in this collective agreement shall not apply to them, and no premiums or differentials shall be payable.

LETTER OF UNDERSTANDING #1 LOSS OF LICENCE

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.

May , 1995

SIGNED ON BEHALF OF:

CUPE, LOCAL 2093

CITY OF FERNIE

LETTER OF UNDERSTANDING #2 STUDY EARLY RETIREMENT

The parties hereby agree as follows:

A committee shall be formed consisting of one Councillor, one non-Union staff member and one Union representative to investigate the feasibility of instigating an Early Retirement Programme.

May , 1995

SIGNED ON BEHALF OF:

CUPE, LOCAL 2093

CITY OF FERNIE

LETTER OF UNDERSTANDING #3 SUPERANNUATION ARREARS

It is hereby mutually agreed by both parties that the investigation into the buy back of arrears superannuation continue.

May , 1995

SIGNED ON BEHALF OF:

CUPE, LOCAL 2093

CITY OF FERNIE

LETTER OF UNDERSTANDING #4 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 pay day as other employees, until work is resumed or other arrangements made;
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 the result of contractual arrangements with CUPE).
6. for details of the coverage for Weekly Indemnity (short-term) refer to Article 13:05 of the collective agreement.

May , 1995

SIGNED ON BEHALF OF:

CUPE, LOCAL 2093

CITY OF FERNIE

LETTER OF UNDERSTANDING #5 RETIREES' MEDICAL SERVICES PLAN

The Parties have agreed to the following.

1. The City of Fernie will resume paying the premiums for retired employees for the BC Medical Plan, should the Municipal Pension Plan cease to provide for the payment of premiums for this plan for retired employees.
2. In the case of Mr. P. Aiello: the City will continue to pay the premiums for the BC Medical Plan, on the same basis as in effect prior to this Letter of Understanding.

May , 1995

SIGNED ON BEHALF OF:

CUPE, LOCAL 2093

CITY OF FERNIE

INDEX

ARTICLE 1 DEFINITIONS2
 1:01 Regular Employees 2
 A. Regular Full-Time Employees2
 B. Regular Part-time Employees.....2
 C. Probationary Employees.....2
 1:02 Non-Permanent Employees 2
 A. Temporary Employees3
 B. Casual Employees3
 C. Student Employees3

ARTICLE 2 UNION RECOGNITION4

ARTICLE 3 MANAGEMENT RIGHTS6

ARTICLE 4 UNION SECURITY AND CHECKOFF.....7

ARTICLE 5 UNION TIME OFF8

ARTICLE 6 HOURS OF WORK9

ARTICLE 7 WAGES 10

ARTICLE 8 OVERTIME, STANDBY AND CALLBACK 13

ARTICLE 9 STATUTORY HOLIDAYS 14

ARTICLE 10 FLOATING HOLIDAY 15

ARTICLE 11 ANNUAL VACATIONS..... 16

ARTICLE 12 SPECIFIC LEAVES OF ABSENCE 18
 12:01 Sick Leave and Frozen Sick Leave 18
 12:02 Maternity Leave and Parental Leave..... 19
 Maternity Leave19
 Parental Leave.....21
 General.....22
 12:03 Bereavement Leave..... 22
 12:04 Court Witness Leave 23
 12:05 Leave of Absence - General 23
 12:06 Educational Leave 23

ARTICLE 13 EMPLOYEE BENEFITS 24
 13:01 Basic Medical..... 24
 13:02 Extended Health Coverage, Optical, Prescriptions 24
 13:04 Dental..... 25
 13:05 Weekly Indemnity 25
 13:06 Long Term Disability 25
 13:07 Group Life/Accidental Death & Dismemberment 26
 13:08 UIC Rebate..... 26

ARTICLE 14 SENIORITY 27

ARTICLE 15 LAYOFF AND RECALL 28

ARTICLE 16 HIRING, PROMOTION, AND TEMPORARY ASSIGNMENT 31

CITY OF FERNIE / CUPE, LOCAL 2093
Collective Agreement March 1994 - February 1999

ARTICLE 17 TRAINING	33
ARTICLE 18 SAFETY	34
ARTICLE 19 GRIEVANCE PROCEDURE.....	36
ARTICLE 20 SEXUAL HARASSMENT	38
ARTICLE 21 PERFORMANCE NOTICES AND PERSONNEL FILES.....	39
ARTICLE 22 JOB SECURITY	40
22.03 No Strikes or Lockouts.....	40
22:04 Indemnification	40
ARTICLE 23 LABOUR MANAGEMENT COMMITTEE	41
ARTICLE 24 JOINT CONSULTATION AND ADJUSTMENT PLANS.....	42
ARTICLE 25 TERM OF AGREEMENT	44
SCHEDULE A CLASSIFICATIONS AND PAY RATES	45
Effective March 1, 1994:	45
Effective March 1: 1995, 1996, 1997, 1998	45
LETTER OF UNDERSTANDING #1 LOSS OF LICENCE.....	46
LETTER OF UNDERSTANDING #2 STUDY EARLY RETIREMENT.....	47
LETTER OF UNDERSTANDING #3 SUPERANNUATION ARREARS.....	47
LETTER OF UNDERSTANDING #4 PAYMENT OF WCB & WI CLAIMS	48
LETTER OF UNDERSTANDING #5 RETIREES' MEDICAL SERVICES PLAN	49