

# **COLLECTIVE AGREEMENT**

Between

**THE CORPORATION OF THE CITY OF FERNIE**



And

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



March 01, 2012 – February 28, 2015

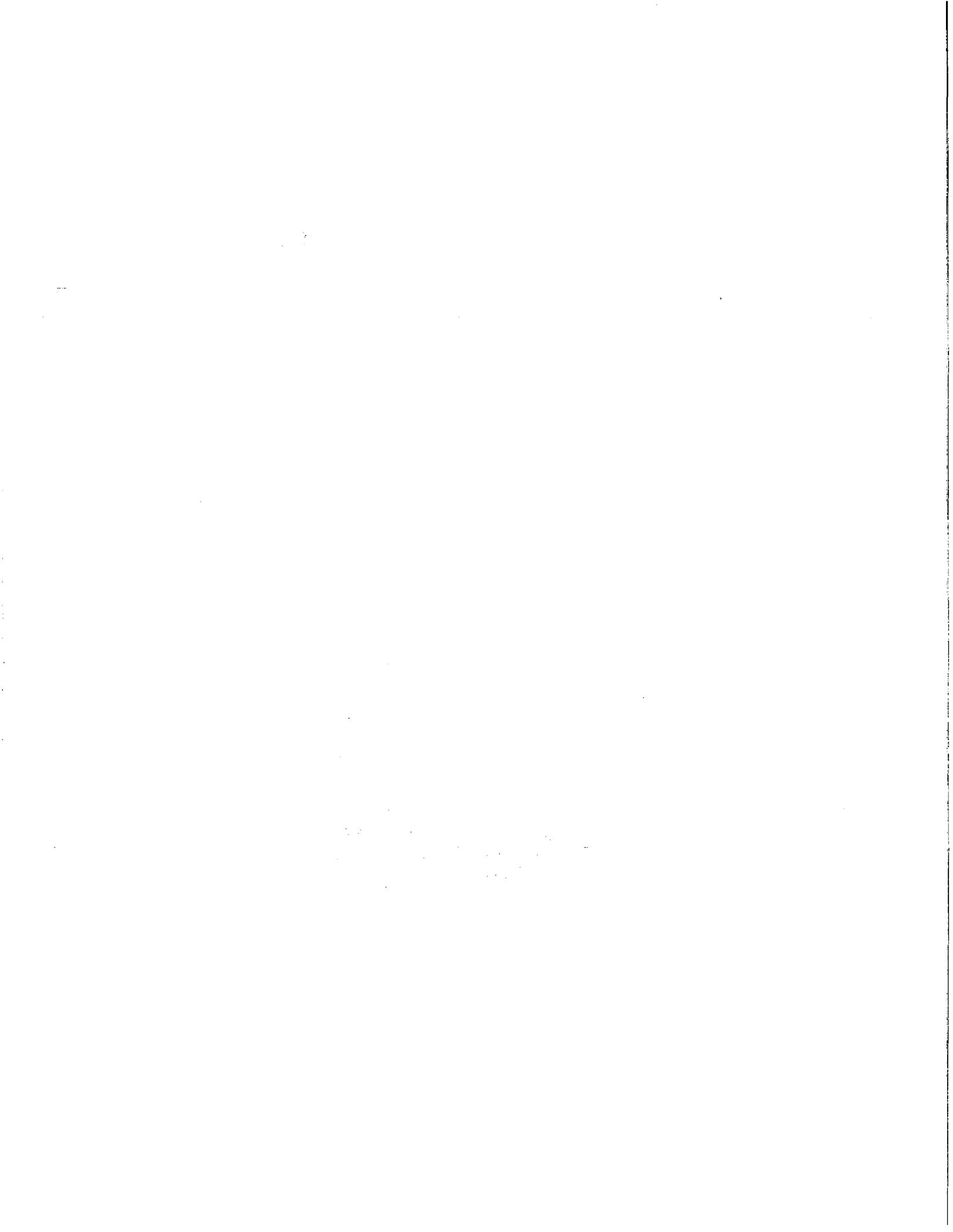


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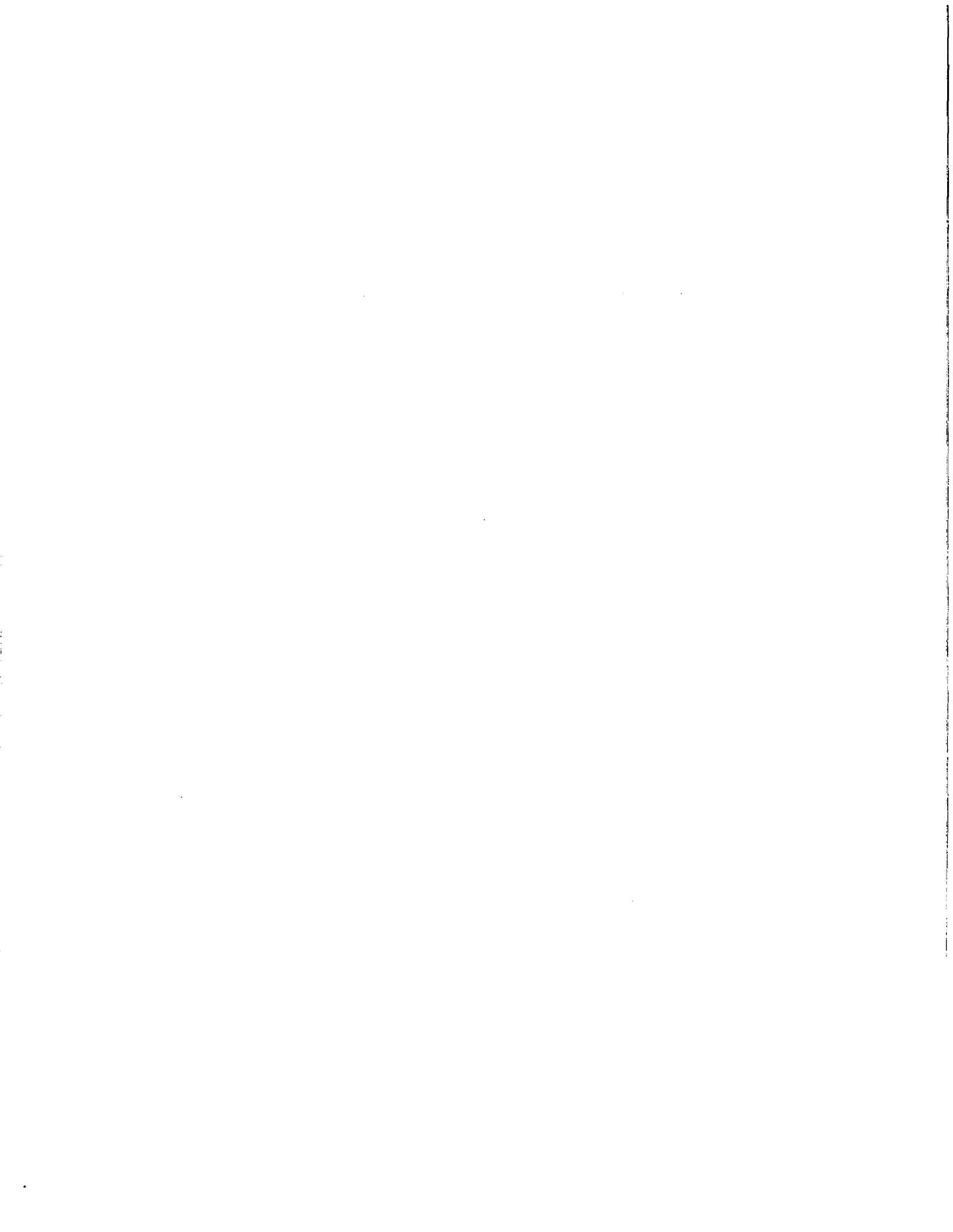
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**COLLECTIVE AGREEMENT**

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 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 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. **(See Letter of Understanding #7 for clarification)**

### **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 two (2) months 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 The City, its servants and agents, agree 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 race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation or age of that person or any other circumstance listed in the *Human Rights Code of British Columbia* 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. A bargaining unit employee thus absent from work shall be deemed to be on unpaid leave of absence.
- 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.
- 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.
- 2:09 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.

### **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 he or she is 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 his membership in the Union as a condition of his employment; and every new employee whose employment commences hereafter shall, within the 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 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, 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 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 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.

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 work place, 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 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.

### Bylaw Enforcement Hours of Work:

The normal workweek 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 maybe 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 workweek. Shift premiums and weekend premiums would be applicable to this position.

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 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 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 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 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 Where an employee is required to work under Clause 7:06 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.
- 7:08 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.
- 7:09 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.

- 7:10 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.
- 7:11 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.
- 7:12 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.

- 7:13 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 that is in excess of three (3) work days or shifts, the Union shall be notified in writing of the temporary assignment.

- 7:14 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.
- 7:15 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 work day 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 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. 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 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	Family Day	Good Friday	Easter Sunday
Victoria Day	Canada Day	B.C. Day	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 work day, 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>
1	10 days
2	15
3	15
4	16
5	16
6	17
7	17
8	18
9	18
10	20
11	20

<u>Continuous Years of Service on Dec.31</u>	<u>Working Days Paid Vacation</u>
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.

- 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. Such additional day's 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 of vacation dates shall be determined by seniority of service. Vacation requests will be confirmed in writing within a reasonable period of time.
- 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 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**

- 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. All regular full time and regular part-time employees shall have annually eight (8) days sick leave, of which no more than two (2) 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) This sick leave is not accumulated and will be dissolved at December 31 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 eight (8) days sick leave per calendar year) for that year.

- c. When an employee utilizes sick leave he/she 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.
- 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.

#### 12:02 Maternity Leave and Parental Leave

- a. Upon written request, leave of absence without pay and without loss of seniority shall be granted to regular employees in accordance with the Employment Standards Act, 2005. A request for pregnancy leave must be supported by a Certificate of Medical Practitioner. An employee who requests leave under this article is entitled to up seventeen (17) weeks for the birth of the child. A birth mother who subsequently takes parental leave shall be entitled to an additional thirty-five (35) weeks of unpaid leave.
- b. An employee returning to work after such leave shall provide the employer with at least two (2) weeks notice. The returning employee shall be reinstated in his/her 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. Annual vacation shall continue to accrue during the leave. After a combined total of fifty-two (52) weeks an employee would be responsible for the cost of the premiums for group benefits.
- c. Upon written request, leave of absence without pay and without loss of seniority shall be granted to an employee for the purpose of adoption/parental leave. Such leave shall be up to thirty-seven (37) weeks. The employer shall continue to make its contributions toward the premiums for group benefits during the period of leave. Annual vacation shall continue to accrue during the leave. A returning employee shall be reinstated in his/her former position or a comparable position.

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) consecutive 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) consecutive 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) consecutive 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 his supervisor or department head and leave pursuant to this Article has not otherwise been taken.
- d) For the purposes of clarification "consecutive regularly scheduled work days" shall not include the affected employee's regular days of rest.

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 his/her regular wages and the employee shall turn over to the City the payment he/she receives 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 his/her 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 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

- a. 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.
- b. Subject to Article 13:10, 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.

### 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 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 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. The Option shall provide 100% reimbursement: for adults with a maximum of five hundred (\$500.00) dollars each two calendar year period; for children with a maximum to five hundred (\$500.00) dollars each calendar year.

#### Eye Exams

The City will pay the premium for bi-annual eye exams.

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

The lifetime maximum for the Extended Health Plan is \$500,000.

### 13:03

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 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 three (\$3,000) thousand 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 1/2) 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 (\$1,000.00) dollars 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 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 his/her 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 his/her 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 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**

BAX, LOUIS	LATAK, DOROTHY M
CARSON, ALLEN	PIDGEON, JAMES
DESSERRE, VALERIE	SCARPELLI, MICHAEL
ELIA, A	SCHIANNI, BETTY
GAGNE, LEON	SEDROVIC, LARRY
KNOOIHUIZEN, JACK	SHADE, ARCHIE
LASALLE, CLAIR	STORCER, EDWARD
	VANDEBOGERD, NICK

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

AUSTIN, CRAIG	HORNQUIST, WAYNE
CARRICK, BARBARA	JANZEN, DUANE
CIMOLINI, DEREK	LEVESQUE, LAURIE
EGAN, BEN	MCINTOSH, DAVID
ELIA, GINO	MITCHELL, DOUGLAS
FRIESEN, NICOLE	NELSON, TERRY
FROESE, DAVE	PETERSON, CAROLE
GAGE, CHRISTOPHER	PITT, RONALD
GARAND, SUZANNE	SARABUN, ROY
GOERTZEN, RANDI	SERWATKEWICH, LEN
GOODMAN, KATHLEEN	SEVINSKI, MICHAEL
GOSSELIN, SERGE	SWITZER, SHARON
GUZZI, GINO	TEMPLE, DOUGLAS
HOLDER, JUSTINE	TURNER, SHIRLEY
HOLDER, SHAUN	WESTHAVER, BRUCE

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

GOWANLOCK, WAYNE	SOWCHUK, GARRET
MCNAUGHTON, ADAM	UPHILL, ALLISON

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.

**13:11 Duty to Accommodate**

In circumstances where a member of the CUPE bargaining unit may be unable to perform the regular duties of his/her 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.

## 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) 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 or without valid reason given to the City upon return to work;
  - (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;
  - (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 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.
- 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 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 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 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 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; 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. **(Letter of Understanding #5 Re: Article 16.02 supersedes this article for the term of this agreement)**
- 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.

- 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 qualifications, but are preparing for / have the prerequisites in order to obtain 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.
- 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, 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.
- 17:03 The City will provide the required time so that an employee may qualify for and/or maintain his/her 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	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 one hundred (\$100.00) dollars per calendar year, effective the first payday 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

- 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.
- 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.
- 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 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 City; one (1) to be selected by the Union, and one (1) to be a mutually acceptable person, who shall act as Chairperson 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 or her impartiality and his qualifications in the interpretation of agreements. In the event the City and the Union are unable to agree upon selection of the Chairperson of the Board, then either Party may request that the Director of the Collective Agreement Arbitration Bureau appoint the Chairperson pursuant to Section 86 of the Labour Relations Code of British Columbia. Subject to written agreement between the Parties, a grievance arbitration may be heard by a single arbitrator. The single arbitrator shall possess the same powers as an arbitration board.
- 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.

- 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.
- 19:06 **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 Board of Arbitration or single arbitrator shall have the power to relieve against such conditions on such terms as may be just and reasonable.
- 19:07 **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.
- 19:08 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 19

## **ARTICLE 20 DISCRIMINATION/SEXUAL/PERSONAL HARASSMENT**

### **20:01 No Discrimination**

The City shall comply in all regards with the provisions of the Human Rights Act of British Columbia. The City and the Union agree that there shall be no discrimination with respect to any employees.

### **20:02 Sexual/Personal Harassment**

- a. The Employer and the Union recognize the right of all employees to work in an environment free from sexual and personal harassment. Any complaint alleging sexual or personal harassment shall be treated seriously and in strict confidence and may be addressed through the grievance procedure commencing at stage 3 of the grievance procedure.

Sexual Harassment shall be defined as any sexually oriented practice that undermines an employee's health or job practice, or endangers an employee's employment status or potential. Cases of sexual harassment shall be considered as discrimination and eligible to be processed as a grievance commencing at stage 3 of the grievance procedure.

Personal harassment shall be defined as repeated intentional, offensive comments or actions deliberately designed to demean and belittle an individual or cause personal humiliation. Cases of personal harassment shall be considered as discrimination and eligible to be processed as a grievance commencing at stage 3 of the grievance procedure.

- b. An arbitrator hearing a grievance arising out of this Article 20 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 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.

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 personal or sexual harassment, which shall remain on the employee's file.

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 *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.

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.

22:05 Job Security

No regular employee covered by this Agreement shall lose his/her 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 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.

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 LOSS OF LICENSE**

25:01 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 26 TERM OF AGREEMENT**

26:01 Term: three (3) years - March 1, 2012 to February 28, 2015

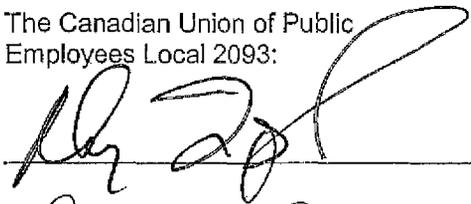
This Agreement shall remain in effect until the last day of February, 2015 from its effective date, but shall not terminate at the expiration of that period unless notice in writing of the termination has been given by one party to the other within four (4) months but not less than two (2) months immediately 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.

26:02 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:

  
\_\_\_\_\_  
Laurie Leveque

The Corporation of the City of Fernie:

  
\_\_\_\_\_  


Dated: Feb 22, 2013

CITY OF FERNIE / CUPE LOCAL 2093  
Collective Agreement March 01, 2012- February 28, 2015

**SCHEDULE A CLASSIFICATIONS AND PAY RATES**

<b>Outside Staff</b>	<b>March 1, 2012</b>	<b>March 1, 2013</b>	<b>March 1, 2014</b>
Student	\$14.80	15.10	15.40
Labourer / Janitor	\$28.36	28.93	29.51
Operator 1	\$30.23	30.83	31.45
Maintenance 1	\$30.23	30.83	31.45
Operator 2	\$30.75	31.37	32.00
Maintenance 2	\$30.75	31.37	32.00
Operator 3	\$31.55	32.18	32.82
Maintenance 3	\$31.55	32.18	32.82
Operator / Maintenance 3 Certified	\$32.02	32.66	33.31
Technologist	\$33.52	34.19	34.87
Journeyman	\$33.52	34.19	34.87
Planning Tech	\$33.52	34.19	34.87
Senior Technologist	\$35.81	36.53	37.26
Working Foreman 1	\$35.81	36.53	37.26
Working Foreman 2	\$38.04	38.80	39.58
Maintenance Management & Purchasing Clerk	\$32.02	32.66	33.31
Sr. Maintenance Management & Purchasing Clerk	\$33.52	34.19	34.87
Rink Attendant / Ticket Taker	\$12.00	12.24	12.48
Beautification Attendant	\$14.80	15.10	15.40
<b>Inside Staff</b>			
Municipal Clerk 1	\$27.82	28.38	28.95
Municipal Clerk 2	\$29.77	30.37	30.98
Municipal Clerk 3	\$34.50	35.19	35.89
Accounting Technologist	\$37.97	38.73	39.50
Building Inspector – Level 1 (Training)	\$33.52	34.19	34.87
Building Inspector – Level 1 (Certified)	\$35.81	36.53	37.26
Building Inspector	\$40.09	40.89	41.71
Bylaw Enforcement Officer	\$32.02	32.66	33.31
Engineering Student 0-1 year	\$14.80	15.10	15.40
Engineering Student completed 1 <sup>st</sup> year	\$15.80	16.10	16.40
Engineering Student completed 2 <sup>nd</sup> year	\$16.80	17.10	17.40
Engineering Student completed 3 <sup>rd</sup> year	\$17.80	18.10	18.40
Engineering Student completed 4 <sup>th</sup> year	\$18.80	19.10	19.40

Those employed as Rink Attendant or 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.

**SCHEDULE B CLASSIFICATIONS AND PAY RATES**

<b>Aquatic Staff</b>	<b>March 1, 2012</b>	<b>March 1, 2013</b>	<b>March 1, 2014</b>
Head Lifeguard	\$24.57	25.06	25.56
Pool Operator 1	\$19.11	19.49	19.88
Pool Operator 2	\$22.53	22.98	23.44
Lifeguard / Instructor 1	\$20.48	20.89	21.31
Lifeguard / Instructor 2	\$21.85	22.29	22.74
Aquatic Attendant	\$12.00	12.24	12.48
Cashier / Receptionist 1	\$19.26	19.65	20.04
Cashier / Receptionist 2	\$21.25	21.68	22.11
Day Camp Leader	\$15.36	15.67	15.98
Day Camp Coordinator	\$18.26	18.63	19.00

**“APPENDIX A”**

**RE: CITY OF FERNIE AQUATIC CENTRE EMPLOYEES**

Both parties hereto agree to amend the existing Collective Agreement to include the following:

1. A new Schedule B to include the classification of:
  1. Head Guard/Programmer
  2. Lifeguard/Instructor I
  3. Lifeguard/Instructor II
  4. Pool Operator II
  5. Pool Operator I
  6. Aquatic Attendant
  7. Cashier Receptionist II
  8. Cashier Receptionist I
2. Aquatic Centre employees will accrue seniority as per Article 14 of the Collective Agreement however, in the event of lay-off, Aquatic Centre employees will only be able to exercise their bumping rights within the Aquatic Centre. Conversely, in the event of lay-off, employees covered under Schedule "A" would not be able to exercise their bumping rights within the Aquatic Centre. (Schedule "B" employees). Schedule "B" employees may use their seniority to apply for any vacancies that are posted by the City. However, Schedule "A" employees, would have first opportunity to fill vacancies covered under Schedule "A" before Schedule "B" employees. If no one from Schedule "A" applies for vacancies covered by Schedule "A", Schedule "B" employees would have first opportunity to fill vacancies before people off the street, provided they have the qualifications and ability to perform the duties of the job.

If a Schedule "B" employee applies and is the successful applicant for a temporary/casual position in Schedule "A" they shall continue to accrue Schedule "B" seniority for the duration of the temporary/casual position. In the event a Schedule "B" employee applies for and is the successful applicant for a regular fulltime or part-time position they would immediately begin to accrue Schedule "A" seniority. Their overall city seniority would be a combined Schedule "B"/Schedule "A" seniority and will be used for the purpose of vacation entitlement and pension accrual. The same principle would apply to a Schedule "A" employee who applies for a temporary/casual or regular position in Schedule "B".

3. Aquatic Centre employees shall be defined as per Article 1:01 and 1:02 of the Collective Agreement except as indicated below:

**REGULAR PART – TIME EMPLOYEES**

A regular part-time employee is an employee who has successfully completed the probationary period and who has worked 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 in this Agreement except those regular part-time employees who work regularly scheduled shifts, averaging less than (22) twenty-two hours per week in a (6) six month period, who will receive an additional (7%) seven percent in lieu of benefits as outlined in Articles 11, 13:01, 13:02, 13:05, 13:06, and 13:07.

- 3.1 a. Employees who are classified as regular part-time lifeguard / instructor I or II'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 manning level at the Fernie Aquatic Centre of:
- i. One (1) Full-time Cashier / Receptionist II (benefited)
  - ii. One (1) Part-time Cashier / Receptionist I (benefited)
  - iii. One (1) Full-time Aquatic Programmer / Head Lifeguard
  - 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. Two (2) 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 Regular Part-time Lifeguard / Instructor I's and Cashier / Receptionist I's to take up remaining hours and will be allocated seniority.

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 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 Lifeguard/Instructors will be allowed to take brief sit down rest periods. The Employer shall endeavor to minimize the frequency, which split shifts occur.

- d. 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, accident or 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)

CITY OF FERNIE / CUPE LOCAL 2093  
Collective Agreement March 01, 2012- February 28, 2015

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	Sponsoring Society	Maximum # paid for any two year period.
AquaFit	BCRPA or equivalent	6
National Lifeguard Service Award Instructor	Lifesaving Society of Canada	Maximum of 2 staff members between these two certifications
National Lifeguard Service Award Examiner		
Lifesaving Instructor Trainer	Lifesaving Society of Canada	1
Branch Trainer		1
Water Safety Instructor Trainer	Canadian Red Cross Society	1
Master Instructor Trainer		1
First Aid Instructor		Maximum of 4 staff members between these two certificates
First Aid Instructor Trainer		"Same as above"
Water Polo Coach	NCCP & BC Water Polo Assoc.  Or equivalent	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.
Synchronized Swimming Coach	NCCP & BC Synchronized Swimming Assoc. or equivalent	"Same as above"
Springboard Diving Coach	NCCP & DIVE BC or equivalent	"Same as above"

f. Uniforms - The employer will supply uniforms (shirt and shorts) for regular full-time and part-time Lifeguards/Instructors. On the 1<sup>st</sup> of January each year the City will provide the following annual clothing allowance for swimsuits: fifty (\$50.00) dollars for non-regular employees; one hundred (\$100.00) for regularly scheduled employees. Once each calendar year, the City will also provide a deck footwear allowance of fifty (\$50.00) dollars for employees in sections 3.1 a) iii, iv, v and vi upon proof of purchase.

g. Premiums

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

**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:

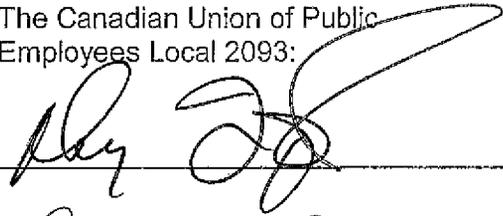
1. All benefits paid under Workers' Compensation Board and Weekly Indemnity (short-term) claims are processed through the City's payroll system
2. The employee making such a claim will continue to receive a pay cheque from the City, on the same payday as other employees, until work is resumed or other arrangements made;
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.
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 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.

LETTER OF UNDERSTANDING # 1 (continued)

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ON BEHALF OF:

The Canadian Union of Public  
Employees Local 2093:

  
\_\_\_\_\_  
*Laurie Levesque*

The Corporation of the City of Fernie:

  
\_\_\_\_\_  
  
\_\_\_\_\_

Dated: Feb 22, 2013

**LETTER OF UNDERSTANDING # 2**

Between

C.U.P.E. LOCAL 2093

And

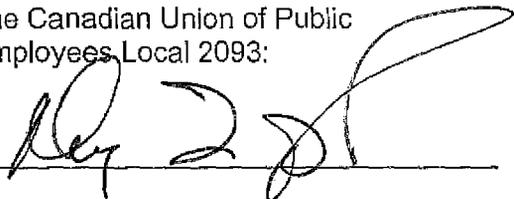
THE CORPORATION OF THE CITY OF FERNIE

**RE: Challenged Workers (Beautification Attendant)**

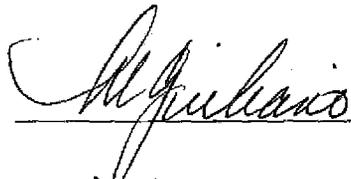
The City, from time to time, may wish to employ up to three (3) "challenged workers" who have been recommended by the BC Department of Social Services (or similar agencies) to perform incremental meaningful work (such as picking up litter). Such employees would be casual employees or temporary employees, 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:

  
\_\_\_\_\_  
*Laurie Lavoie*

The Corporation of the City of Fernie:

  
\_\_\_\_\_  


Dated: Feb 22, 2013

**LETTER OF UNDERSTANDING # 3**

Between

C.U.P.E. LOCAL 2093

And

THE CORPORATION OF THE CITY OF FERNIE

**Re: Summer and Winter Schedules for Public Works Weekend Shift Personnel**

The shifts as explained below may be amended upon mutual agreement in writing.

Summer Schedule (April – November)

- Afternoon Shift Monday – Friday 1:00 pm – 9:00 pm, one half (½) hour paid lunch to be taken between 4<sup>th</sup> & 5<sup>th</sup> hour of the shift.
- Weekend shift Saturday & Sunday 10:00 am – 7:00 pm, 1 hour unpaid lunch to be taken between 4<sup>th</sup> & 5<sup>th</sup> hour of the shift.

Winter Schedule (November – April)

- Afternoon Shift 4:00 pm – 12:00 am, one half (1/2) hour paid lunch to be taken between the 4<sup>th</sup> and 5<sup>th</sup> hour of the shift.
- Dayshift 7:00 am – 4:00 pm, one (1) hour unpaid lunch to be taken between the 4<sup>th</sup> and 5<sup>th</sup> hour of the shift.

**Note:** The above schedules only apply to the four (4) Public Works Weekend Shift Personnel posted in these positions. Days of rest may be split in order to provide for weekends off on a rotational basis.

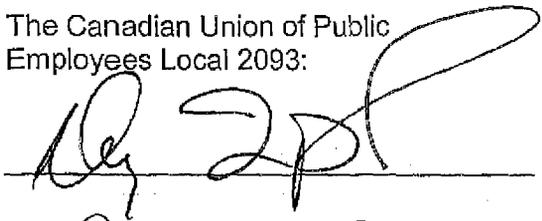
The Parties agree to form a joint committee and, shall in good faith, investigate and discuss other possible shift options that could achieve the outcomes required by the City and Union members working the above shift. The committee would be comprised of two members of management and one member of the Union executive and one member who is working the above shift. The committee meetings will be conducted during work time. If an agreement is reached by the committee on an amended shift it must be taken, to the Union and Employer, for consideration of ratification by the parties.

All other terms and conditions of the Collective Agreement will apply.

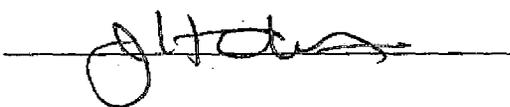
LETTER OF UNDERSTANDING # 3 (continued)

ON BEHALF OF:

The Canadian Union of Public  
Employees Local 2093:

  
\_\_\_\_\_  
Laurie Lereque

The Corporation of the City of Fernie:

  
\_\_\_\_\_  
  
\_\_\_\_\_

Dated: Feb 22, 2013

**LETTER OF UNDERSTANDING # 4**

Between

C.U.P.E. LOCAL 2093

And

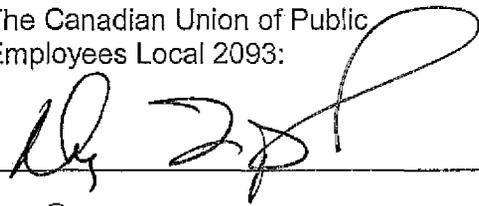
THE CORPORATION OF THE CITY OF FERNIE

**Re: Employee Training Discussion Committee**

The Parties agree to form a committee to review and discuss the City's "Employee Training" policy and if agreeable provide a recommendation to City Council on possible amendments to such policy. This committee will be comprised of two (2) members from the Union and two (2) members from Management. The time spent on this committee will be considered as time worked. The Parties agree that this committee will meet within 90 days of date of ratification of this agreement.

ON BEHALF OF:

The Canadian Union of Public  
Employees Local 2093:

  
\_\_\_\_\_  
Laurie Levesque

The Corporation of the City of Fernie:

  
\_\_\_\_\_  
  
\_\_\_\_\_

Dated: Feb 22, 2013

**LETTER OF UNDERSTANDING # 5**

Between

C.U.P.E. LOCAL 2093

And

THE CORPORATION OF THE CITY OF FERNIE

**RE: Article 16:02**

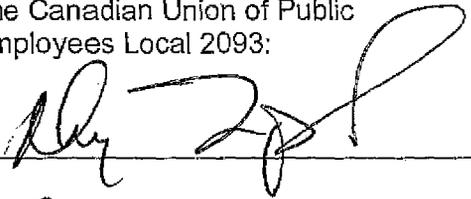
The Parties agree that the wording of article 16:02, as expressed in this letter will temporarily replace article 16:02 of the collective agreement until this Letter of Understanding expires. At that time article 16:02 in the body the Collective Agreement will again be in effect.

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 subject to the operational requirements of the City. If the temporary vacancy is not filled the Employer will not contract out any of the work that would be performed if the vacancy were filled, except by mutual agreement with the Union, nor may they use casual employees to perform the work beyond what is allowed for in this agreement. 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.

This Letter of Understanding will expire on February 27, 2015.

ON BEHALF OF:

The Canadian Union of Public  
Employees Local 2093:

  
\_\_\_\_\_  
Laurie Lévesque

The Corporation of the City of Fernie:

  
\_\_\_\_\_  


Dated: Feb 22, 2013

LETTER OF UNDERSTANDING # 6

Between

C.U.P.E. LOCAL 2093

And

THE CORPORATION OF THE CITY OF FERNIE

**RE: Hour Shifts for Arena Personnel**

The City will implement ten (10) hour workdays for the Arena Personnel during the time the arena is operating.

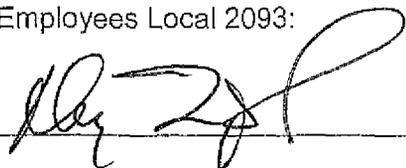
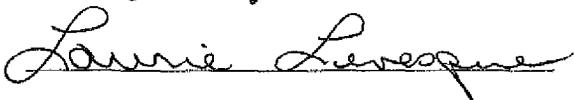
The Parties have agreed to the following;

- 1) Vacations, Floaters and Sick day entitlement will be a direct conversion from "days" to "hours", with a day equaling eight (8) hours.
- 2) Statutory Holidays will be paid on the basis of a ten (10) hour normal workday.
- 3) Work Shifts:  
The day shift for Arena Personnel shall start at 6:00 a.m. and end at 4:00 p.m. The afternoon shift for Arena Personnel will start at or after 2:00 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. A paid meal break of one half (½) hour shall be taken on the job site between the 5<sup>th</sup> and 6<sup>th</sup> hours of work. 10 (ten) minute rest periods, pursuant to Article 6.02, shall be taken when deemed convenient
- 4) During any change from eight (8) hour to ten (10) hour shifts and from ten (10) hour to eight (8) hour shifts, no personnel shall experience time lost without pay.
- 5) The parties shall consult prior to any change or cancellation of this shift.
- 6) During the time the arena is operating under a ten (10) hour shift schedule, employees working at the arena shall not be assigned to work outside of Leisure Services maintenance except in case of emergency.

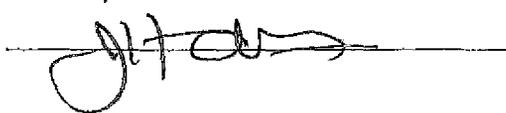
This letter of understanding is subject to the attached Settlement Agreement signed and dated by the Parties on October 2, 2012.

ON BEHALF OF:

The Canadian Union of Public  
Employees Local 2093:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
Laurie Leneque

The Corporation of the City of Fernie:

  
\_\_\_\_\_  
  
\_\_\_\_\_

Dated: Feb 22, 2013

## SETTLEMENT AGREEMENT

Between:

City of Fernie  
(the "Employer").

And:

Canadian Union of Public Employees  
Local 2093  
(the "Union")

### Re: Terms of Agreement CAAB File 64508/12R

This agreement is made on a without prejudice and without precedent basis.  
Grievance 12-01 is resolved per the points set out below:

1. The winter shift schedule for Arena personnel shall be the schedule in effect winter 2011 /12 , effective November 1, 2012, and such 10 hour shift schedule shall continue through the summer season;
2. The Union acknowledges and agrees that:
  - (a) Student employees shall not be required to be directly supervised by a regular employee, nor work with 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.
3. The City acknowledges and agrees that it shall not hire more than 5 Student employees at any one time in Public Works and Leisure Services;
4. The parties acknowledge and agree that notwithstanding any provision of the collective agreement between the parties, the City may hire ~~casual~~ 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. PPD
5. All changes to the collective agreement are effective from the date of ratification unless otherwise specified. /
6. The parties acknowledge and agree that this settlement of grievance 12-01 is subject to ratification by the CUPE membership and the Mayor and Council of the City. PPD

7. This settlement shall be appended to LOU #6 once ratified.

Signed in Cranbrook, B.C. this 2nd day of October 2012.

For the City

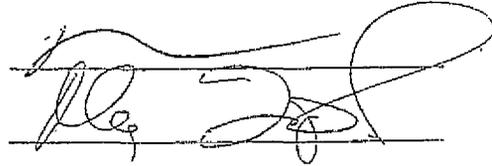


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For CUPE, Local 2093



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**LETTER OF UNDERSTANDING # 7**

Between

C.U.P.E. LOCAL 2093

And

THE CORPORATION OF THE CITY OF FERNIE

**Re: Temporary Employees**

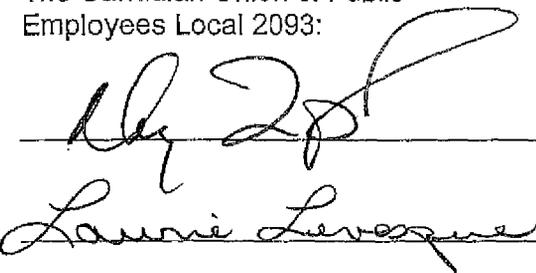
A temporary employee is a full-time or part-time employee, who is designated at the time of hiring to be employed for a specific or indefinite period of time not to exceed four (4) months in a twelve (12)-month period without the agreement of the Union. This period may be extended with the agreement 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 their 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

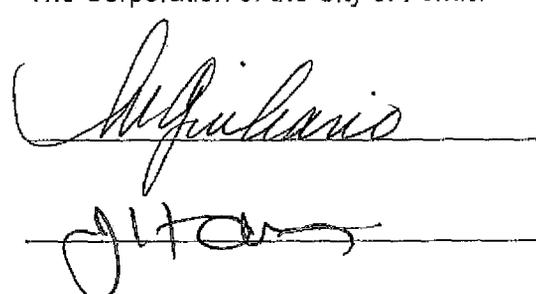
The Union shall not unreasonably deny such agreement.

ON BEHALF OF:

The Canadian Union of Public  
Employees Local 2093:

  
Laurie Levesque

The Corporation of the City of Fernie:

  
J. H. H. H.

Dated: Feb 27, 2013

# Job Descriptions



## LABOURER/JANITOR

### General Outline

Performs a variety of general and specific labour and janitorial type duties requiring physical effort and agility in the performance of semi-skilled tasks and a variety of general and specific tasks in the safe and efficient operation of light trucks, and self-propelled single or multiple function maintenance equipment; works under the general supervision of the designated supervisor. Exercises some independent judgement and initiative. Works in a safe and responsible manner. Exercises good public relations.

### Illustrative Examples of Work

- emptying and cleaning garbage cans and collecting garbage;
- cleaning and carrying out minor repairs and painting to shops, yards, parks, equipment, buildings and contents, and machines as necessary;
- shoveling snow;
- bucking trees;
- duties in the maintenance, operation and assistance in repair of dikes, lanes, roads, and streets;
- assisting in maintenance, operation and repair of the ice plant;
- assisting in water and sewer system service installation and operation, and repair;
- driving pick-up or other light truck, loading and unloading vehicles, making deliveries and pick-ups, etc.;
- operating equipment such as self-propelled and/or self-riding lawn mowers (such as Jacobsen, Toro), small snow blowers, line painter, etc.;
- acting as flag person (ticketed);
- acting as rod man;
- other related duties as may be assigned from time to time.

### Minimum Requirements

- Valid B.C. Driver's License, minimum Class 5.
- Physically fit.

## **OPERATOR 1**

### **General Outline**

Performs a variety of general and specific duties in the operation and servicing of single axle heavy trucks, and operates single and multiple function equipment mounted on truck chassis. Exercises some judgment and initiative. This is full experienced working level. Works under the general direction of the designated supervisor. Responsible for efficient operation. Works in a safe and responsible manner. Exercises good public relations.

### **Illustrative Examples of Work**

- all duties outlined for a Labourer/Janitor;
- operating equipment such as: grass cutting machines (John Deer- rear-steering), Bobcat, pavement cutter, and snow-blowers (self-propelled and articulated), etc.
- operating single axle heavy trucks, garbage trucks, sewer flusher, ride-on packer, light equipment and other related equipment
- performing minor repairs, greasing, oiling, minor servicing of the equipment involved;
- making daily inspections of equipment operated to ensure safety and efficiency;
- falling trees with chain-saw (not dangerous);
- painting, simple plumbing, basic carpentry;
- weeding, seeding, turving and other grounds maintenance;
- maintaining simple records, including maintenance records and inputs computer data;
- making secure equipment, property, buildings and vehicles;
- other related duties as may be assigned from time to time;

NOTE: An Operator 1 will be expected to undertake some training from the employer on equipment from Operator 2, and in such areas as snow removal, road repair, water and sewer systems and fire hydrants.

### **Minimum Requirements**

Valid B.C. Driver's License, minimum Class 3, with air brakes endorsement.  
Experience as a Labourer/Janitor with the City, or equivalent experienced working knowledge.

## **MAINTENANCE 1**

### **General Outline**

Performs a variety of general and specific duties in the operation of equipment which is self-propelled and articulated, or mounted on truck chassis; relatively simple maintenance tasks related to facilities, grounds, and equipment; and labourer/janitorial work. Exercises some judgement and initiative. This is a full experienced working level. Works under the general direction of the designated supervisor. Works in a safe and responsible manner. May assist in the ordering of supplies and equipment. Can give guidance to others in lower classifications. Exercises good public relations.

### **Illustrative Examples of Work**

- all duties and responsibilities for Labourer/Janitor;
- operating equipment such as: ice machines, Zamboni, grass cutting machines (John Deere -rear-steering), etc.
- painting, simple plumbing, basic carpentry;
- weeding, seeding, turfing, and other grounds maintenance;
- marking and laying out sports fields;
- assisting in ice-making;
- enforcing rules and regulations;
- maintaining good public relations;
- maintaining simple records, including maintenance records, and inputs computer data;
- responsibility for security of equipment, property, buildings and vehicles;
- other related duties as may be assigned from time to time:

NOTE: A Maintenance 1 will be expected to undertake some training from the employer on equipment for Maintenance 2.

### **Minimum Requirements**

- Valid B.C. Driver's License, minimum Class 3, with air brakes endorsement.
- Experienced working knowledge of ice maintenance and grounds maintenance.

## **OPERATOR 2**

### **General Outline**

Performs a variety of general and specific tasks in the operation and servicing of single function and multiple function construction and maintenance equipment or medium sized industrial or farm tractors and attachments. This is a full experienced working level. Works under the general direction of the designated supervisor. Exercises judgment and initiative. Responsible for efficient operation. Works in a safe and responsible manner. Can supervise others and can train others. Exercises good public relations.

### **Illustrative Examples of Work**

- All duties and responsibilities of Operator 1;
- Operating equipment with attachments, such as: tandem trucks, loaders, backhoe (including Bobcat using backhoe), snowplows, sander, crawler tractors (up to and including D7 or equivalent);
- Maintaining, operating and repairing of: roads, lanes and sidewalks; water and sewer systems; fire hydrants, garbage disposal areas; etc;
- Training personnel in lower classifications in operation and care of equipment;
- Other related duties as may be assigned from time to time.

NOTE: An Operator 2 will be expected to undertake some training from the employer on equipment for Operator 3 and in such areas as reading of grade stakes and road building.

### **Minimum Requirements**

Valid B.C. Driver's License, minimum Class 3, with air brakes endorsement.  
Experienced working knowledge of garbage disposal site maintenance, water and sewer system operations and road and street maintenance.  
Experience as an Operator 1 with the City, or equivalent experienced working knowledge.

## **MAINTENANCE 2**

### **General Outline**

Performs a variety of general and specific tasks in the operation of equipment which is self-propelled or mounted on truck chassis; maintenance tasks related to facilities, grounds, irrigation Systems and equipment; assisting in operating and maintaining an artificial ice plant, and labourer/janitorial work. This a full experienced working level. Works under the general direction of the designated supervisor. Exercises judgement and initiative. Works in a safe and responsible manner. Can supervise others and can train others. Exercises good public relations.

### **Illustrative Examples of Work**

- all duties and responsibilities of Maintenance 1;
- repairing and maintaining irrigation systems;
- assisting in operation, maintenance, and repair of artificial ice-plant;
- welding (where pressure ticket not required, and not for prefabrication);
- mixing and applying pesticides (certified);
- other related duties as may be assigned from time to time.

### **Minimum Requirements**

- Valid B.C. Driver's License, minimum Class 3, with air brakes endorsement.
- Experienced working knowledge of ice maintenance, ice making, irrigation systems and grounds maintenance.

## **OPERATOR 3**

### **General Outline**

Performs a variety of general and specific tasks in the operation and servicing of single function and multiple function construction and maintenance equipment or major industrial or farm tractors and attachments. This is a full experienced working level. Works under the general direction of the designated supervisor. Exercises judgment and initiative. Responsible for efficient operation. Works in a safe and responsible manner. Can supervise other and can train others. Exercises good public relations.

Illustrative Examples of Work all duties and responsibilities of Operator 2;

Operating all mobile equipment, with attachments;

Reading and working to grade stakes;

Building roads, water and sewer system lines to specific grades and making minor repairs and servicing equipment involved;

Operating water and sewer systems including lift station pumps, lagoons and aeration equipment;

Operating graders, crawler tractors (D8 or equivalent and larger), snow blower (Sicard), and tracked excavator, etc.;

maintaining records, including maintenance records and inputs computer data;

other related duties as may be assigned from time to time.

### **Minimum Requirements**

Valid B.C. Driver's License, minimum Class 3, with airbrakes endorsement.

Experienced as an Operator 2 with the City, or equivalent experienced working knowledge.

Depending on requirements one or more of the following may be required:

Valid B.C. Sewer Operator Certificate, Level 1, Valid B.C.

Water Plant Operator Certificate, Level 1 (if and when required by government) or acceptable equivalent.

## **MAINTENANCE 3**

### **General Outline**

Performs a variety of general and specific tasks in the operation of equipment which is self-propelled or mounted on truck chassis; maintenance tasks related to facilities, grounds, irrigation Systems, and equipment; assisting in operating and maintaining an artificial ice plant; installing and maintaining artificial ice for arena use and for curling; and labourer/janitorial work. This a full experienced working level. Works under the general direction of the designated supervisor. Exercises judgement and initiative. Works in a safe and responsible manner. Can supervise others and can train others. Exercises good public relations.

### **Illustrative Examples of Work**

- all duties and responsibilities for Maintenance 2;
- assisting in operating, maintaining, and repairing artificial ice plant;
- installing and maintaining arena ice and curling ice;
- maintaining records, including maintenance records, and inputs computer data;
- other related duties as may be assigned from time to time.

### **Minimum Requirements**

- Valid B.C. Driver's License, minimum Class 3, with air brakes endorsement.
- Experienced working knowledge of ice maintenance, ice making, irrigation system and grounds maintenance.
- Valid B.C. Ice-Maker Certificate

#### **OPERATOR/MAINTENANCE 3 – CERTIFIED**

As for Operator 3 or Maintenance 3 except that one of the following certificates is also required:

Valid B.C. Sewer Operators Certificate, Level 2

Valid B.C. Water Plant Operator Certificate, Level 2 (if and when required by government)

Valid B.C. Refrigeration Plant Operator Certificate

## **SENIOR TECHNOLOGIST, TECHNOLOGIST**

### **General Outline**

Performs a variety of general and specific duties in the various fields of engineering related to municipal services, subdivision and capital works inspections, design work, engineering records, drafting, surveying. Technical support is also provided in the maintenance and operation of existing infrastructure, planning and design work for projects and engineering support where required. Work is performed under minimal supervision of the designated supervisor, and can be varied and complex in nature. Independent initiative and judgment is required. Responsible for efficient operation and is judged on the basis of the quality of the work performed. Can supervise others. Exercises good public relations.

Senior Technologist: is differentiated from Technologist by the greater degree of complexity and responsibility in the duties performed and can supervise a Technologist.

### **Illustrative Examples of Work**

- preparing and reviewing plans and drawings, contract documents, cost estimates, instructions;
- coordinating activities for the completion of projects requiring engineering/technical expertise;
- carrying out surveying, drafting and contract and or project management; providing technical advice;
- performing field inspections; conducting engineering studies;
- preparing and maintaining technical records;
- preparing technical reports;
- assisting in development and evaluation of policies, standards and the annual budget;
- performing duties of a general engineering nature;
- other duties as may be assigned from time to time.

### **Minimum Requirements**

Graduation from a recognized technical institute or equivalent as a Civil Engineering Technologist or equivalent.

Membership eligibility in the Association of Applied Science Technologists and Technicians of B.C.; some working experience in the field, preferably in a municipal setting; experienced in Computer Aided Design and Drafting (CADD);

valid B.C. Driver's License; good communication skills, both verbal and written.

## JOURNEYMAN

### General Outline

Performs a variety of general and specific skilled tradesman's duties at the journeyman level in the specific trade involved. This is a full experienced journeyman working level. Worked is performed under minimal supervision of the designated supervisor, and can be varied and complex in nature. Independent initiative and judgement is required. Responsible for efficient operation. Works in a safe and responsible manner. Can supervise and train others. Exercises good public relations.

### Illustrative Examples of Work

- using special test equipment when required;
- requisitioning material as required;
- assisting with ordering materials and supplies;
- laying out, assigning, and checking the work of those being supervised and/or trained;
- Keeping records, files, and doing necessary paperwork, including computer data input;
- doing necessary planning and procedures for effective and efficient operation of area of responsibility;
- responsibility for securing equipment, property, buildings, and vehicles;
- other related duties as may be assigned from time to time.

NOTE: Carpenter: also performs buildings and grounds maintenance work, and duties as outlined for Maintenance 3.

### Minimum Requirements

- Valid B.C. Drivers License, minimum Class 3, with air brakes endorsement.
- Successful completion of a recognized apprenticeship in the specific trade and the holding of a journeyman certificate valid in B.C.
- Mechanic: valid BC Vehicle Inspection Certificate.

City of Fernie Operational Services Department  
**Maintenance Management and Purchasing Clerk**

Pay Grade – Operator/Maintenance 3 Certified

This is a union position, stationed at the office of the Public Works Yards. The position requires the successful candidate to be a dedicated individual who is organized, analytical and experienced in record management, asset management and purchasing.

**Desired Attributes:**

Good communications skills including oral, written and listening ability.

Good mathematical skills required to determine stock requirements, analysis of tenders RFP's, RFQ's and prepare reports.

Computer literacy and hands on ability, with appreciation toward keeping up with new software and technologies which affect the job.

Social skills required to work with other people, suppliers and other organizations.

Good organizational skills required to compile, accumulate and utilize information.

**Examples of Work Performed:**

Administers and maintains the City's Maintenance Management System. Tasks involved are Fixed Assets data maintenance, Daily time entry, Work order development and processing.

As a purchaser you will manage the purchasing function for the City of Fernie in accordance with City policies and procedures. You will be responsible to source material, equipment, supplies and services; prepare RFP's and RFQ's; generate and authorize purchase orders; negotiate; manage vendor contracts; monitor delivery arrangements and status.

Provides support for the department with budgeting, other forms of data management and clerical duties from time to time.

**Minimum Training and Experience**

- Candidate has a Certificate in Purchasing through PMAC and 2 years experience in Purchasing **or**
- 5 years experience in purchasing and asset management or record management or warehousing certification **or**
- Technologist degree in construction related field
- Candidates must have full competency with Microsoft Office's – Word and Excel and a moderate level of expertise with Database management.
- Valid Class 5 BC Drivers License
- Good written and oral communication skills
- Completion of secondary school (Grade 12)

City of Fernie Operational Services Department  
**Sr. Maintenance Management and Purchasing Clerk**

This is a union position, stationed at the office of the Public Works Yards. The position requires the successful candidate to be a dedicated individual who is organized, analytical and experienced in record management, asset management and purchasing.

**Desired Attributes:**

Good communications skills including oral, written and listening ability.

Good mathematical skills required to determine stock requirements, analysis of tenders RFP's, RFQ's and prepare reports.

Computer literacy and hands on ability, with appreciation toward keeping up with new software and technologies which affect the job.

Social skills required to work with other people, suppliers and other organizations.

Good organizational skills required to compile, accumulate and utilize information.

**Examples of Work Performed:**

Administers and maintains the City's Maintenance Management System. Tasks involved are Fixed Assets data maintenance, Daily time entry, Work order development and processing.

Issuance of FRQ's, RFP's and PO's to maintain established inventory levels and projects. Evaluation of RFQ's, FRP's and final award. Manage supplier relationships and performance. Research alternative suppliers and products. Leadership and training of Jr. Buyers. Initiate, negotiate and manage short and long term contractual agreements.

Provides support for the department with budgeting, other forms of data management and clerical duties from time to time.

**Minimum Training and Experience**

- Level 2 PMAC and 5 years experience in Purchasing
- Candidates must have full competency with Microsoft Office's – Word and Excel and a moderate level of expertise with Database management.
- Superior analytical skills
- Valid Class 5 BC Drivers License
- Excellent written and oral communication skills
- Completion of secondary school (Grade 12)

## **WORKING FOREMAN 1**

### **General Outline**

The work in this classification, in addition to the work of the incumbent's classification, entails supervisory work in the direction of a moderate sized group or groups of skilled and/or semi-skilled subordinates. Responsible for quality of work performed under the incumbent's classification, entails supervisory work in the direction of a moderate sized group or groups of skilled and/or semi-skilled subordinates. Responsible for equality of work performed under the incumbent's supervision. Exercises independence of action and judgment in planning, scheduling coordinating and supervising. Policy matters are referred to a supervisor. The work is evaluated on the basis of results obtained. Exercises good public relations.

A Working Foreman 1 generally is responsible for crews involved in such areas of operation as: parks, arena, recreation, etc.

### **Illustrative Examples of Work**

- Duties and responsibilities of incumbent's normal classification;
- Ensuring safety standards and control procedures are followed;
- Ensuring security of equipment, property, buildings, vehicles, etc.;
- Planning, assigning, inspecting and evaluating work of subordinates;
- Giving technical advice and instructions;
- Training employees;
- Requisitioning supplies and materials as required;
- Maintaining clerical records as required;
- Approving time-cards for subordinates;
- Other related duties as may be assigned from time to time.

### **Minimum Requirements**

Requirements for incumbent's normal classification.

Ability to plan, supervise, direct, coordinate and review work of subordinate employees.

Ability to understand and carry out effectively oral and written instructions.

## **WORKING FOREMAN 2**

### **General Outline**

The work in this classification, in addition to the work of the incumbent's classification, entails supervisory work in the direction of a moderate sized group or groups of skilled and/or semiskilled subordinates. Responsible for quality of work performed under the incumbent's supervision. Exercises independence of action and judgement in planning, scheduling, coordinating and supervising. Policy matters are referred to a supervisor. The work is evaluated on the basis of results obtained. Exercises good public relations.

A Working Foreman 2 differs from Working Foreman 1 by the complexity and diverse expertise required. A Working Foreman 2 generally is responsible for crews involved in such areas of operation as: sewer, water, roads, etc.

### **Illustrative Examples of Work**

- duties and responsibilities of incumbent's normal classification;
- ensuring safety standards and control procedures are followed;
- ensuring security of equipment, property, buildings, vehicles, etc.;
- planning, assigning, inspecting and evaluating work of subordinates;
- giving technical advice and instructions;
- training employees;
- requisitioning supplies and materials as required;
- maintaining clerical records as required;
- approving time cards for subordinates;
- other related duties as may be assigned from time to time.

### **Minimum Requirements**

- Requirements for incumbent's normal classification.
- Ability to plan, supervise, direct, co-ordinate, and review work of subordinate employees.
- Ability to understand and carry out effectively oral and written instructions.

**CITY OF FERNIE**

**JOB DESCRIPTION**

**POSITION:** Municipal Clerk I

Entry level position. Under general direction of the Municipal Clerk III performing a variety of duties of a general nature relating to all departments in the organization involving typing, reception, cashiering, and clerical skills.

**JOB DUTIES AND AREAS OF RESPONSIBILITY**

- routine general office duties such as photocopying, typing, filing, sorting and tabulating;
- serves as a "floater" for all departments for a variety of routine job tasks;
- will receive training in all areas of City Hall operations with a view to being able to temporarily assume duties and responsibilities of Municipal Clerk II when absent;
- other duties as may be required.

**QUALIFICATIONS**

- Grade 12 supplemented by some relevant business/commercial/accounting courses or equivalent relevant job experience.
- basic typing (55 wpm) skills.
- computer data entry and word processing skills required.

## **JOB DESCRIPTION**

### **POSITION: Municipal Clerk II**

Under the general direction of the Municipal Clerk III performs accounting-clerical, secretarial, computer, data entry and operational duties as well as coordinates booking requests for City and school facilities and prepares schedules for the Community Centre, Arena and play fields.

### **JOB DUTIES AND AREAS OF RESPONSIBILITY**

- In addition to the duties and responsibilities of Municipal Clerk I:
- provides assistance to the public and staff in processing enquiries or applications for a variety of services or goods provided by the City including tax and utility billing/collection accounts receivable/payable, fees, licenses, employment and facilities.
- receives and processes payments, issues receipts, makes change.
- prepares billings for a variety of services.
- accounting-clerical and computer operation functions relating to entering and balancing payments and charges for services or goods provided, for payroll and benefits and for contract services.
- gathering and preparing information/statistics as directed.
- maintains files and records, prepares reports/forms and correspondence as relates to area of responsibility as directed or when required.
- acts as relief in absence of the Municipal Clerk I or II.
- reception.
- coordinates requests for booking of any facility available to the City for public use, prepares rental documents, issues keys (if required), prepares and maintains records/files/statistics relating to billing and payments.
- liaises with other appropriate City staff or contractors concerning use and maintenance of facilities.
- prepares seasonal schedules for regular users of facilities.
- as required, prepares and coordinates advertisements.
- other duties as may be required.

### **QUALIFICATIONS**

in addition to those of Municipal Clerk I:

- basic bookkeeping/accounting training.
- word processing and computer operation skills.
- two years of similar experience in a municipal environment preferred.
- proven ability to work with little direct supervision.
- proven organizational and communication skills.

**CITY OF FERNIE**

**JOB DESCRIPTION**

**POSITION: Municipal Clerk III**

Under the general direction of the Treasurer/Collector performs a variety of complex municipal accounting and reporting functions in accordance with requirements of the Municipal Act and established procedures within the organization.

**JOB DUTIES AND AREAS OF RESPONSIBILITY**

- in addition to that listed under Municipal Clerk I and II:
- performs complex accounting work in maintaining computerized financial records, and a variety of technical accounting functions.
- prepares monthly financial statements.
- reconciles accounts and bank records
- analyzes and reports on budget and departmental accounts.
- as directed prepares reports on a variety of municipal finance operations including but not limited to land sales, debentures, reserve accounts, cash flow and investments.
- coordinates daily work program of Municipal Clerk I and II.
- provides assistance and support to the Treasurer/Collector in preparing and/or analyzing various accounts and records, preparing special financial or statements and performing a variety of internal control and audit functions.
- acts as a relief for necessary functions in absence of Municipal Clerk I or II
- other duties as may be required.

**QUALIFICATIONS**

In addition to those listed under Municipal Clerk I and II,

- minimum 3 accredited accounting courses or equivalent training and experience.
- qualified computer operator with specialized training/experience in spreadsheet
- experience in supervising a small staff an asset.

## **BUILDING INSPECTOR – LEVEL 1**

### **General Outline and Illustrative Examples of Work**

The Building Inspector will use his/her skills, knowledge and abilities to administer Federal and Provincial laws and Municipal bylaws related to the design and construction of all types of buildings and structures. The Building Inspector ensures that the objectives of structural safety, fire safety, health, accessibility and the protection of buildings are addressed prior to occupancy.

The Building Inspector is authorized to assess, consult and report on the design, construction and occupancy of all types of new and existing buildings and structures in accordance with the applicable laws and bylaws. In existing buildings this role includes, but is not limited to, the review and inspection of constructions, renovations, alterations and additions, changes in use, interior improvements and demolitions.

The Building Inspector reviews plans and specifications, investigates work and communicates with stakeholders to determine and ensure compliance with applicable laws, bylaws, Codes and Standards.

The Building Inspector will liaise with Council, other agencies and organizations, the Fire Rescue, Operations and Planning Departments and other regulatory bodies involved with property development or any health, fire and life safety matters related to construction of buildings and other structures. Prepares statistical, summary, detail and other reports as required.

The Building Inspector conducts building code, regulations and bylaw compliance reviews to confirm compliance and initiate corrective actions related to unsafe conditions in new and existing constructions. In addition to undertaking investigations, the Building Inspector is empowered to enforce law through the use of Stop Work Orders, Orders to Secure, upgrade or demolish unsafe buildings or conditions and, when necessary, prepare information for prosecution and/or injunction and provide expert testimony and issue Municipal Ticket Information.

The Building Inspector is instrumental in assisting the development of local regulations and bylaws regarding health, fire and safety. Assists the public with land use, zoning, subdivision and building requirements.

The Building Inspector provides vacation, sick leave and other leave coverage for the Bylaw Enforcement Officer and provides assistance to the Bylaw Enforcement Officer when required. The Building Inspector may also enforce and administer bylaws related to minimum acceptable property and building maintenance standards, heating, ventilating, solid fuel burning appliances, etc.

The Building Inspector should be familiar with current and past Provincial and National Building Codes and Standards, Federal and Provincial legislation and Municipal bylaws pertaining to health, fire and life safety in construction. Familiarity with all aspects of the construction industry, including construction methods, procedures, practices and materials is required of the Building Inspector.

The Building Inspector must display a great deal of tact and diplomacy while enforcing the foregoing laws, Codes, Standards, Regulations and Bylaws and assessing options for Code compliance.

**Minimum Requirements**

- Grade 12 or proven equivalent.
- Thorough knowledge of all common types of building construction and materials.
- Demonstrated knowledge of B.C. Building and Plumbing Codes.
- Obtain and maintain Level 1 Building Inspection Certificate within 6 months of commencing employment.
- Obtain and maintain Level 1 Bylaw Enforcement and Investigative Skills Certificate within 12 months of commencing employment.
- Proven ability to read and interpret plans, drawings and specifications and enforce regulations tactfully and with firmness.
- Strong interpersonal and communication skills.
- Valid Class 5 B.C. driver's license.
- Familiarity and proficiency with office computers and databases.

**Desired Attributes**

- Possess and maintain Level 2 Building Inspection Certificate.
- Possess and maintain Level 1 Plumbing Inspection Certificate.
- A trades qualification in carpentry or plumbing.
- A diploma in Building or Civil Technology.

**Training wage - \$28.46 (journeyman rate)**

**Level 1 certification - \$30.40 (senior technologist rate)**

(above wages shall be adjusted by collective agreement increments each year)

**The possession and maintenance of Level 2 Building Inspection Certificate and a Level 1 Plumbing Inspection Certificate shall entitle the incumbent to be promoted to the "Building Inspector" position.**

**June 2006.**

## **BUILDING INSPECTOR**

### **General Outline and Illustrative Examples of Work**

The Building Inspector will use his/her skills, knowledge and abilities to administer Federal and Provincial laws and Municipal bylaws related to the design and construction of all types of buildings and structures. The Building Inspector ensures that the objectives of structural safety, fire safety, health, accessibility and the protection of buildings are addressed prior to occupancy.

The Building Inspector is authorized to assess, consult and report on the design, construction and occupancy of all types of new and existing buildings and structures in accordance with the applicable laws and bylaws. In existing buildings this role includes, but is not limited to, the review and inspection of constructions, renovations, alterations and additions, changes in use, interior improvements and demolitions.

The Building Inspector reviews plans and specifications, investigates work and communicates with stakeholders to determine and ensure compliance with applicable laws, bylaws, Codes and Standards.

The Building Inspector will liaise with Council, other agencies and organizations, the Fire Rescue, Operations and Planning Departments and other regulatory bodies involved with property development or any health, fire and life safety matters related to construction of buildings and other structures. Prepares statistical, summary, detail and other reports as required.

The Building Inspector conducts building code, regulations and bylaw compliance reviews to confirm compliance and initiate corrective actions related to unsafe conditions in new and existing constructions. In addition to undertaking investigations, the Building Inspector is empowered to enforce law through the use of Stop Work Orders, Orders to Secure, upgrade or demolish unsafe buildings or conditions and, when necessary, prepare information for prosecution and/or injunction and provide expert testimony and issue Municipal Ticket Information.

The Building Inspector is instrumental in assisting the development of local regulations and bylaws regarding health, fire and safety. Assists the public with land use, zoning, subdivision and building requirements.

The Building Inspector provides vacation, sick leave and other leave coverage for the Bylaw Enforcement Officer and provides assistance to the Bylaw Enforcement Officer when required. The Building Inspector may also enforce and administer bylaws related to minimum acceptable property and building maintenance standards, heating, ventilating, solid fuel burning appliances, etc.

The Building Inspector should be familiar with current and past Provincial and National Building Codes and Standards, Federal and Provincial legislation and Municipal bylaws pertaining to health, fire and life safety in construction. Familiarity with all aspects of the construction industry, including construction methods, procedures, practices and materials is required of the Building Inspector.

The Building Inspector must display a great deal of tact and diplomacy while enforcing the foregoing laws, Codes, Standards, Regulations and Bylaws and assessing options for Code compliance.

**Minimum Requirements**

- Grade 12 or proven equivalent with a thorough knowledge of all common types of building construction and materials.
- Sound knowledge of B.C. Building and Plumbing Codes.
- Possess and maintain Level 2 Building Inspection Certificate.
- Possess and maintain Level 1 Plumbing Inspection Certificate.
- Obtain and maintain Level 1 Bylaw Enforcement and Investigative Skills Certificate within 12 months of commencing employment.
- Proven ability to read and interpret plans, drawings and specifications and enforce regulations tactfully and with firmness.
- Strong interpersonal and communication skills.
- A trades qualification in carpentry or plumbing is desirable.
- A diploma in Building or Civil Technology is desirable.
- Valid Class 5 B.C. driver's license.
- Familiarity and proficiency with office computers and databases.

**April 2006.**

## CLASS SPECIFICATION

**CLASS TITLE:** Bylaw Enforcement Officer

### 1. SCOPE OF RESPONSIBILITIES

Principle responsibilities include:

- Ensuring compliance with all City Bylaws.
- Responding to public inquiries about possible bylaw violations.
- Performing field / site inspections with respect to unsightly premises.
- Nuisance property,
- Land use and zoning infractions,
- Billing inquiries
- Sprinkling / burning regulations
- Illegal dumping violations
- Animal control functions
- Parking violations
- Other related duties as required.

Duties also include issuing tickets under MTI, preparing reports for Administration and Council and other related duties.

### 2. QUALIFICATIONS

- Must possess a valid Class 6 BC Drivers License,
- High School Diploma supplemented with Level One Bylaw Enforcement and Investigating Skills Course.
- Preferred 3-5 years prior job related experience in a local Government setting and a minimum two years experience in enforcement work, or an equivalent combination of training and experience.

### 3. ABILITIES

- Ability to deal with confrontations in a professional manner,
- Strong interpersonal and oral communication skills,
- Well developed report writing skills,
- Ability to interpret maps and legal descriptions,
- Sound knowledge of local Government bylaws, and associated Provincial and Federal statutes, including the Local Government Act.
- Ability to operate a networked personal computer and be able to operate the computer software programs utilized within the department.
- Ability to represent the City at Court hearings.
- Ability to deal in a confident and humane manner with wild or domestic animals.

## **BEAUTIFICATION ATTENDANT**

### **General Outline**

Performs manual labour in cleaning litter, including cans, bottles, broken glass and dirt in, on and around sidewalks, gutter lines, streets, lanes and City-owned property in the downtown core defined as 1st, 2nd and 3rd Avenues between 3rd and 9th Streets; 4th Street between 1st Avenue and Highway 3; 13th Street between 1st Avenue and Highway 3; the City Hall grounds; as well as the Chamber of Commerce and Rotary Park grounds including the children's play area and around the gazebo. Works under supervision of the Foreman. Exercises some independent judgement. Works in a safe and responsible manner.

### **Illustrative Examples of Work**

- removing litter from around shrubs, flower beds and fences at the Chamber of Commerce and City Hall;
- maintains the appearance of Rotary Park by removing litter from fence lines, the gazebo and children's playground area;
- cleans the sidewalks, gutter lines and streets ensuring litter and dirt doesn't build up along the curb lines or edges of buildings;
- removes litter from City-owned vacant lots or parking lots, lanes and around City-owned buildings in the downtown core, specifically the Library, Senior Citizens' Centre and 492-3rd Avenue;
- ensure City provided equipment or material is returned to the designated storage location at the end of each shift.

### **Minimum Requirements**

- physically fit for manual labour duties;
- shall be recommended by the B.C. Department of Social Services (or similar agencies) to perform incremental, meaningful work.

**CLASS TITLE:** Head Guard/Programmer      **DATE:** January 28, 1997  
**DEPARTMENT:** Leisure Services              **POSITION:** C.U.P.E.

### **SCOPE OF RESPONSIBILITIES**

Assists in the development and delivery of a wide range of aquatic services and programs (aquatic programming). Assists in the process of scheduling, supervising and directing the activities of aquatic staff. Participates in the hiring, development and coaching of aquatic staff. Works under the director of the Aquatic Centre Supervisor.

This position is responsible to:

- In consultation with the Aquatic Centre Supervisor; plans, coordinates and schedules programs and special events.
- In consultation with the Aquatic Centre Supervisor; schedules and directs the activities of aquatic staff.
- Conducts and coordinates orientation and in-service training sessions as required.
- Enforces the rules and regulations of the aquatic center and ensures that all safety and behavioral standards are maintained.
- Ensures that safety, hygiene and cleanliness standards and practices are maintained.
- Maintains aquatic supplies and equipment, and performs facility checks to ensure equipment is operating as required. Requisitioning of supplies and equipment.
- Ensures that quality is maintained for the functions of customer service, mechanical operations and custodial operations.
- Performs a variety of operational, janitorial and maintenance tasks.
- Instructs and lifeguards as required.
- Prepare and submit records and reports as required.
- Performs all other related duties as may be assigned

### **QUALIFICATIONS**

- Must be 17 years of age or older
- Current National Lifeguard Service Instructor/Examiner
- Current Aquatic Emergency Care Instructor
- Current Red Cross Water Safety Instructor
- Current Lifesaving Society Instructor Trainer
- Current CPR Level C Certification
- Current Standard First Aid Certification
- Current BCRPA Pool Operator's Certificate Level 1.

### **ABILITIES**

- Must be able to maintain pleasant and effective relations with the public, even in adverse conditions.
- Must have a thorough knowledge of the prescribed standards for the Canadian Red Cross Society and the Lifesaving Society programs and be able to plan, prepare and evaluate water instruction sessions.
- Must have the ability to plan, organize and co-ordinate aquatic programs and facilities.
- Must have the ability to train, supervise and evaluate other aquatic staff.
- Must have a thorough knowledge of water rescue, first aid and resuscitation methods; must be able to perform the necessary skills as required.
- Must have a thorough knowledge of chemical and mechanical aspects of pool operation and maintenance.

**CLASS TITLE:** Pool Operator 2  
**DEPARTMENT:** Leisure Services

**DATE:** May 14, 1997  
**POSITION:** C.U.P.E.

### **SCOPE OF RESPONSIBILITIES**

Principle responsibilities are to ensure that the facility is properly maintained and that safety, hygiene and cleanliness standards and practices are maintained in accordance with appropriate regulations. Performs a variety of general and specific maintenance and administrative duties at the aquatic centre. This position is under the direction of the Leisure Services Manager, and requires minimal supervision. The Pool Operator II is distinguished from the Pool Operator I by greater knowledge and required certification.

This position is responsible to:

- Ensure that procedures and standards for the maintenance and janitorial functions of the aquatic centre are adhered to.
- Ensure that all health and safety regulations are strictly enforced and adhered to.
- Develop maintenance schedules for all mechanical systems (including the training of other staff).
- Operate and maintain all mechanical systems
- Develop guidelines and maintain accurate control of water chemistry and ensure that all areas are chemically balanced at all times (including the training of other staff).
- Develop and ensure that all chemical handling procedures are adhered to (including the training of other staff).
- Ensure that the facility is in good repair, clean, tidy and presentable at all times.
- Develops forms, maintains daily records, and compiles reports and statistics as required.
- Recommends the purchase of equipment and supplies as required.
- Perform custodial tasks as required.
- Perform all other related duties as required, from time to time.

### **Illustrative Examples of Work**

- Operates and maintains pool filtration system; boilers; pumps; motors and electrical systems
- Maintains water chemistry and quality, including the operation of computerized chemical controllers
- Handles toxic chemicals (i.e. chlorine and caustic soda)
- Prepares requisitions and purchase orders for custodial; building maintenance; and pool chemistry, as required.
- Liaise with contractors with regards to annual preventative maintenance and equipment repair.
- Occasionally checks on quality of work relating to custodial duties; building maintenance; and pool chemistry.
- Assists in training new employees, and retraining present employees, in custodial procedures, building maintenance and water chemistry.

### **QUALIFICATIONS**

- Must be 18 years of age or older
- B.C. Class 5 Drivers License
- BCRPA Pool Operators Level 1 & 2
- WHMIS Certification
- Certification of at least two years related experience (i.e. boilers, motors, and/or closed pumping systems)
- Certification in Transportation of Dangerous Goods (preferred)
- BCRPA Pool Operator Instructor (preferred)

**ABILITIES**

- Must be able to maintain pleasant and effective relations with the public and employees of the City, even in adverse conditions.
- Must have thorough knowledge and experience with the mechanical and operational systems of aquatic centres, specifically with a diatomaceous earth filtration system.
- Must have thorough knowledge of HVAC, filtration, chlorinating and ozonation systems.
- Must have the ability to perform maintenance tasks as required.

**CLASS TITLE:** Pool Operator 1  
**DEPARTMENT:** Leisure Services

**DATE:** May 14, 1997  
**POSITION:** C.U.P.E.

### **SCOPE OF RESPONSIBILITIES**

Principle responsibilities are to ensure that the facility is properly maintained and that safety, hygiene and cleanliness standards and practices are maintained in accordance with appropriate regulations. This position is under the direction of the Leisure Services Manager.

This position is responsible to:

- Ensure that procedures and standards for the maintenance and janitorial functions of the aquatic centre are adhered to.
- Ensure that all health and safety regulations are strictly enforced and adhered to.
- Operate and maintain all mechanical systems
- Maintain accurate control of water chemistry and ensure that all areas are chemically balanced at all times.
- Ensure that all chemical handling procedures are adhered to.
- Ensure that the facility is in good repair, clean, tidy and presentable at all times.
- Maintain daily records as required.
- Perform janitorial tasks as required.
- Perform all other related duties as required, from time to time.

### **QUALIFICATIONS**

- Must be 18 years of age or older
- BCRPA Pool Operators Level 1 & 2
- WHMIS Certification

### **ABILITIES**

- Must be able to maintain pleasant and effective relations with the public and employees of the City, even in adverse conditions.
- Must have thorough knowledge or experience with the mechanical and operational systems of aquatic centres, specifically with a diatomaceous earth filtration system.
- Must have thorough knowledge of HVAC, filtration, chlorinating and ozonation systems.
- Must have the ability to perform maintenance tasks as required.

**CLASS TITLE:** Lifeguard / Instructor II      **DATE:** May 14, 1997  
**DEPARTMENT:** Leisure Services      **POSITION:** C.U.P.E.

### **SCOPE OF RESPONSIBILITIES**

Principle responsibilities include ensuring the safety, protection and enjoyment of those engaged in activities in or out of the water at the Aquatic Centre. Assists in the development and delivery of a wide range of aquatic services and programs. Performs lifeguarding, instructional and janitorial tasks related to the operation of the Aquatic Centre. An employee in this position is under the general direction of the Head Guard / Programmer who is under direction of the Leisure Services Manager.

This position is responsible to:

- In consultation with the Head Lifeguard / Programmer, assists in planning, coordinating and scheduling programs and special events.
- In consultation with the Head Lifeguard / Programmer, assists in scheduling and directing the activities of aquatic staff.
- Conducts and coordinates in-service training sessions as required.
- Supervise and control aquatic activity, acting as a lifeguard.
- Makes rescues and provides assistance to patrons in difficulty, in accordance with established procedures and completes reports as required.
- Enforces the rules and regulations of the Aquatic Centre and ensures that all safety and behavioural standards are maintained by their participants.
- Ensures that safety, hygiene and cleanliness standards and practices are maintained.
- Instructs a variety of swim and water safety lessons and maintains related participant records.
- Responds to customer inquiries and deals with patrons tactfully and courteously.
- Leads activities, special events and games during public swim sessions and theme days.
- Conducts water tests as required and adjusts water chemical levels as directed to ensure a safe and comfortable balance for patrons.
- Prepares and submits records and reports as required.
- Performs janitorial duties as assigned.
- Performs all other duties as may be assigned.

### **QUALIFICATIONS**

- Must be 17 years of age or older
- Current National Lifeguard Service Award
- Current Red Cross Water Safety Instructor
- Current CPR Level C Certification
- Current Standard First Aid Certification or equivalent
- Current Lifesaving Society Instructor (preferred)

### **ABILITIES**

- Must be able to maintain pleasant and effective relations with the public and employees of the City, even in adverse conditions.
- Must have a thorough knowledge of the prescribed standards for the Canadian Red Cross Society and the Lifesaving and be able to plan, prepare and evaluate water instruction sessions.
- Must have a thorough knowledge of water rescue, first aid and resuscitation methods; must be able to perform the necessary skills as required.

**CLASS TITLE:** Lifeguard / Instructor I      **DATE:** May 14, 1997  
**DEPARTMENT:** Leisure Services      **POSITION:** C.U.P.E.

### **SCOPE OF RESPONSIBILITIES**

Principle responsibilities include ensuring the safety, protection and enjoyment of those engaged in activities in or out of the water at the Aquatic Centre. Assists in the development of a wide range of aquatic services and programs. Performs lifeguarding, instructional and janitorial tasks related to the operation of the Aquatic Centre. An employee in this position is under the general direction of the Head Guard / Programmer who is under direction of the Leisure Services Manager.

This position is responsible to:

- Supervise and control aquatic activity, acting as a lifeguard.
- Makes rescues and provides assistance to patrons in difficulty, in accordance with established procedures and completes reports as required.
- Enforces the rules and regulations of the Aquatic Centre and ensures that all safety and behavioural standards are maintained by their participants.
- Ensures that safety, hygiene and cleanliness standards and practices are maintained.
- Instructs a variety of swim and water safety lessons and maintains related participant records.
- Responds to customer inquiries and deals with patrons tactfully and courteously.
- Leads activities, special events and games during public swim sessions and theme days.
- Conducts water tests as required and adjusts water chemical levels as directed to ensure a safe and comfortable balance for patrons.
- Prepares and submits records and reports as required.
- Performs janitorial duties as assigned.
- Performs all other duties as assigned.

### **QUALIFICATIONS**

- Must be 17 years of age or older
- Current National Lifeguard Service Award
- Current Red Cross Water Safety Instructor
- Current Standard First Aid Certification or equivalent
- Current CPR Level C Certification

### **ABILITIES**

- Must be able to maintain pleasant and effective relations with the public and employees of the City, even in adverse conditions.
- Must have knowledge of the prescribed standards for the Canadian Red Cross Society and the Lifesaving Society, insofar as their programs and services deal with the Aquatic Centre.
- Must have a thorough knowledge of water rescue, first aid and resuscitation methods; must be able to perform the necessary skills as required.

**CLASS SPECIFICATION**

**CLASS TITLE:** Cashier / Receptionist II      **DATE:** October 24, 2000  
**DEPARTMENT:** Leisure Services      **POSITION:** C.U.P.E

**SCOPE OF RESPONSIBILITIES**

Participate in the development, direction and monitoring of the Aquatic Centre's cashiers. Assists in and takes an active role in the development of a wide range of aquatic services and programs as they relate to the front desk operations. Performs reception, inventory, cash management and cashier duties related to the operations of the Aquatic Centre. Works under the direction of the Leisure Services Manager.

This position is responsible to:

- Assists with the co-ordination and planning of lesson schedules, aquatic oriented programs and special events as they relate to the front desk operations.
- Oversees the control and ordering of inventory and saleable goods.
- Conducts and co-ordinates cashier training sessions as required.
- Develops and delivers brochures, flyers, schedules and other public relations materials and services as required for the Aquatic Centre.
- Prepares monthly Aquatic Centre usage reports, inventory reports, and saleable goods reports.
- Provides receptionist duties including greeting the public in person and over the telephone.
- Provides information to the public and answers inquiries concerning programs, services, events and any other Aquatic Centre bookings.
- Collects fees, reconciles daily cash reports, prepares float and conducts other cash transactions as required. Prepares related reports.
- Responsible for maintaining registration records, Aquatic Centre booking records and issuing receipts for money received. Prepares related reports.
- Responsible for processing and preparing orders for saleable goods.
- Performs all other office related duties as required.
- Shall not perform the duties of Municipal Clerk II (C.U.P.E Local 2093), other than after hour facility bookings and payments.

**QUALIFICATIONS**

- Must be 19 years of age or older
- Training and experience in computerized work environment specifically in a Windows based environment working with Microsoft Office.
- Training and experience in cash management and inventory control.

**ABILITIES**

- Must be able to maintain pleasant and effective relations with the public and employees of the City, even in adverse conditions.
- Must be able to receive and process cash, credit card, debit card and cheque remittances -- must be bondable.
- Must have the ability to operate a networked personal computer and be able to operate programs utilized in the Aquatic Centre.
- Must have the ability of maintaining a consistent level of saleable stock to ensure that the Aquatic Centre can meet the public's demand.
- Must have knowledge of the prescribed standards for the Canadian Red Cross Society, Lifesaving Society, and the BCRPA insofar as their programs and services deal with the Aquatic Centre.
- Must have the ability to assist in the planning and coordination of aquatic programs, activities and lessons as they relate to the front desk operations.
- Must have the ability to prioritize work.

**CLASS SPECIFICATION**

**CLASS TITLE:** Cashier / Receptionist I  
**DEPARTMENT:** Leisure Services

**DATE:** October 24, 2000  
**POSTION:** C.U.P.E

**SCOPE OF RESPONSIBILITIES**

Performs reception, inventory, cash management and cashier duties related to the operation of the Aquatic Centre. Works under the direction of the Leisure Services Manager.

This position is responsible to:

- Oversees the control of inventory.
- Provides receptionist duties including greeting the public in person and over the telephone.
- Provides information to the public and answers inquiries concerning programs, services, events and any other Aquatic Centre bookings.
- Collects fees, reconciles daily cash reports, prepares float and conducts other cash transactions as required. Prepares related reports.
- Responsible for maintaining registration records, Aquatic Centre booking records and issuing receipts for money received. Prepares related reports.
- Responsible for processing and preparing orders for saleable goods.
- Performs all other office related duties as required.
- Shall not perform the duties of Municipal Clerk II (C.U.P.E. Local 2093), other than after hour facility bookings and payments.

**QUALIFICATIONS**

- Must be 18 years of age or older.
- Training and experience in a computerized work environment specifically in a Windows based environment working with Microsoft Office.

**ABILITIES**

- Must be able to maintain pleasant and effective relations with the public and employees of the City, even in adverse conditions.
- Must be able to receive and process cash, credit card, debit card and cheque remittances – must be bondable.
- Must have the ability to operate a networked personal computer and be able to operate programs utilized in the Aquatic Centre.

CLASS TITLE: Aquatic Attendant                      DATE: May 14, 1997  
DEPARTMENT: Leisure Services                      POSITION: C.U.P.E.

### **SCOPE OF RESPONSIBILITIES**

Principle responsibilities are to control the safe access to the water slide and to perform routine janitorial and slide maintenance tasks in the aquatic centre. An employee in this position is under the general direction of the Head Guard / Programmer who is under direction of the Leisure Services Manager.

This position is responsible to:

- Check the water slide and ensures that the slide is in good working order. Identifies slide concerns in the Pool Log – notifies supervisor of immediate problems or concerns.
- Opens up the water slide to the public and controls the public's descent down the water slide. Ensures that all safety and behavioural standards are met.
- Provides information to the public and answers inquiries concerning programs, services, events and any other facility bookings.
- Assists other aquatic staff in their performance of their duties, as required
- Sets up rooms, leads activities, and clean-up as required for Aquatic Centre sponsored birthday parties
- Performs other duties as may be assigned.

### **QUALIFICATIONS**

- Minimum Grade 10
- Experience dealing with the public
- Current Standard First Aid Certification
- Current Bronze Cross Certification

### **ABILITIES**

- Must be able to maintain pleasant and effective relations with the public and employees of the City, even in adverse conditions.
- Must have the ability to control the entrance to a facility by the public in accordance with established policies and procedures
- Must have the ability to control public conduct in accordance with established policies and procedures
- Must have the ability to perform janitorial tasks and simple maintenance tasks with regards to the water slide.

**CLASS TITLE:** Daycamp Leader (student)    **DATE:** May 25, 2001  
**DEPARTMENT:** Leisure Services    **POSITION:** C.U.P.E.  
**SUPERVISOR:** Leisure Services Manager

The Daycamp Leader delivers the summer programs develop, promoted and offered through the City of Fernie's Leisure Services Department. This position will be under the supervision of the Leisure Services Manager and the Head Lifeguard / Programmer.

The individual filling this position will be providing and maintaining an environment where the program participants have fun, are entertained, kept safe and have an overall enjoyable time.

#### **SCOPE OF RESPONSIBILITIES**

- Provide good leadership for all programs and events
- Provides a safe, fun, and entertaining environment for all program participants
- Performs in accordance with the Child Protection Policy & Code of Conduct Policies
- Performs other duties as may be required.

#### **QUALIFICATIONS**

- 17 years of age or older
- Grade 12
- Red Cross Standard First Aid (or equivalent)
- Qualifies under Federal, Provincial or Regional grant applications

#### **ABILITIES**

- Can provide an exciting, enjoyable, enthusiastic and safe environment for all participants
- Can have fun and interact very well with a wide variety of ages
- A good knowledge of activities, games, and sports for a variety of ages

**CLASS TITLE:** Daycamp Coordinator (student)   **DATE:** May 25, 2001  
**DEPARTMENT:** Leisure Services                   **POSITION:** C.U.P.E.  
**SUPERVISOR:** Leisure Services Manager

The Daycamp Coordinator assists in the promotion, coordination and delivery of the summer programs offered through the City of Fernie's Leisure Services Department. This position will be under the supervision of the Leisure Services Manager and the Head Lifeguard / Programmer.

The individual filling this position will be providing and maintaining an environment where the program participants have fun, are entertained, kept safe and have an overall enjoyable time.

#### **SCOPE OF RESPONSIBILITIES**

- Coordinates summer student programs, events and activities
- Assists in developing programs and events for summer programs
- Provide good leadership for all programs and events
- Provides a safe, fun, and entertaining environment for all program participants
- Performs in accordance with the Child Protection & Code of Conduct Policies
- Performs other duties as may be required.

#### **QUALIFICATIONS**

- 18 years of age or older
- First year university or college
- Red Cross Standard First Aid (or equivalent)
- Working knowledge of Microsoft Word, Publisher and Excel
- Qualifies under Federal, Provincial or Regional grant applications

#### **ABILITIES**

- Can assist in developing programs, events and activities
- Can provide an exciting, enjoyable, enthusiastic and safe environment for all participants
- Can have fun and interact very well with a wide variety of ages
- A good knowledge of activities, games, and sports for a variety of ages

## PLANNER

### General Outline

Performs a variety of general and specific duties related to land use planning services including responding to land use inquiries, processing and reviewing land use development applications, preparing public notices, writing reports and correspondence, administering land use bylaws, reviewing subdivision applications, attending Development Review Panel, Committee and Council meetings as required and occasionally generating mapping and computer graphics. Work is performed under limited supervision of the designated supervisor and can be varied and complex in nature. Independent initiative and judgement is required. Responsible for effective and efficient service provision and is judged on the basis of the quality of the work performed. Exercises good public relations.

### Illustrative Examples of Work

- reviewing and processing land use applications including Zoning Bylaw amendments, Official Community Plan Bylaw amendments, Development Variance Permit applications, Development Permit applications, Subdivision applications, Sign Permit applications and Strata Conversion applications;
- coordinating activities for the completion of projects requiring planning expertise;
- participating in, facilitating or coordinating public meetings and workshops regarding planning issues;
- performing site inspections;
- assisting with planning studies including data collection and analysis;
- preparing and maintaining technical records;
- assisting in development, refinement and evaluation of policies, procedures and public guides to various land use application procedures;
- responding to public enquiries;
- perform duties of a general planning nature;
- other duties as may be assigned from time to time.

### Minimum Requirements

- Graduation from a recognized Technical Institute or University with a diploma or degree in Land Use Planning, Geography, Urban Studies or related field;
- Two to three years employment experience in land use or development planning, preferably in a municipal setting;
- Good communication skills, both verbal and written;
- Working knowledge of standard planning, building and civil engineering nomenclature, practices and methods;
- Working knowledge of land use planning legislation and regulations in BC;
- Conversant in the use of Microsoft Word and Excel, GIS, AutoCAD or other mapping and graphics software;
- Valid BC Driver's License.

### Desired Qualifications

Membership eligibility in the Canadian Institute of Planners and P.I.B.C.