

## MEMORANDUM OF SETTLEMENT

BETWEEN:

THE CITY OF FERNIE (the "City")

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2093 (the "Union")

This Memorandum of Settlement is provided by the Union **on a without prejudice and without precedence basis** to the City on December 16, 2016 delivered by email to Norm McInnis, Chief Administrative Officer for the City.

The parties herein agree to the terms of this Memorandum as constituting full settlement of all issues between the parties. Unless otherwise specified, changes to terms and conditions will be effective as of the date of ratification by both parties.

Should the City not accept the package in its entirety all issues will remain on the table unless previously withdrawn or agreed to by the parties.

All signed off items earlier agreed to plus the following:

**1. 6.01 (B) Arena Personnel and Leisure Services Summer Staff will work ten (10) hour workdays as follows:**

**I. Work Shifts:**

**i. The shift schedule will be as defined in Appendix "B"**

**ii. When the Refrigeration Plant is in operation as defined by Safety Authority Regulations:**

**1. Day shift: shall start at 6:00 a.m. and end at 4:00 p.m.**

**2. Afternoon shift: shall 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.**

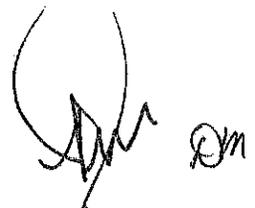
**iii. When the Refrigeration Plant is NOT in operation as defined by Safety Authority Regulations:**

**1. The shift shall start at 7:00 a.m. and end at 5:00 p.m.**

**II. 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.**

**III. During the time the refrigeration plant is operating employees working at the arena shall not be assigned to work outside of Leisure Services maintenance except in case of emergency.**

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

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

2. "APPENDIX B" - FOUR WEEK ROTATIONAL CYCLE

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

3. 12:01 b. i) All regular full time and regular part-time employees shall have annually eight (8) days sick leave. **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 eight (8) days sick leave per calendar year) for that year.**

ii) ~~of which~~ **No more than five (5) ~~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). Of these five (5) days no more than three (3) days may be used consecutively. 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 eight (8) days sick leave per calendar year) for that year.**

4. 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

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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.

**Extended health benefits include the following paramedical services;**

**Acupuncturist, Podiatrist, Psychologist and Speech language pathologist have an annual benefit coverage of \$100.00 for each service**

**Physiotherapist, Chiropractor, Massage, and Naturopathic have an annual benefit coverage of \$500.00 combined for paramedical service.**

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

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**5. 13:05 Weekly Indemnity**

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

The Weekly Indemnity is payable on the fourth (4<sup>th</sup>) day of illness, or on the first day from sustaining injury due to an accident not covered by Workers' Compensation Board, by the insurance company. Weekly indemnity is payable by the insurance company for seventy (70%) percent of weekly income for a period of twenty-six (26) weeks. The City will pay the difference to guarantee the employee a maximum weekly indemnity of ninety (90%) percent of the employee's normal weekly income to a maximum of one thousand ~~two hundred (\$1,000.00)~~ **(\$1,200.00)** dollars per week.

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

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

~~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.~~

6. 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 **non-evidence limit** maximum of ~~three~~ **four thousand (\$3,000.00 \$4,000)** dollars per month. An employee shall not accrue holidays while on long term disability.

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7. LETTERS OF UNDERSTANDING

**LOU #1 – Renew, but add to No. 2 “except as provided in Article 13.05”**

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**LOU #3 – Amend and Renew as follows:**

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

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

1. Summer Schedule (April – November)

- Afternoon Shift Monday – Friday 1:00 pm – 9:00 pm, one half (1/2) 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.

2. 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.

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**PUBLIC WORKS WINTER SCHEDULE – NON ROTATING**  
*(Employees shall choose the shift by seniority)*

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

**PUBLIC WORKS SUMMER SHIFT – ROTATING**

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

**New LOU #4 RE: Equipment Operation Capability Committee**

The Parties agree to form a committee to review and discuss a process for assessing capability for equipment operation and if agreeable, to provide a recommendation to the Parties for ratification. The committee would be comprised of two (2) members of management and two (2) members of the Union. The time spent on this committee will be considered as time worked. The Parties agree that this committee will meet within thirty (30) days of the date of ratification of this Agreement.

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**LOU #5 – Renew with an expiry date to be on February 27, 2020.**

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**New LOU RE: SUMMER STUDENT EMPLOYEES and CASUAL ARENA EMPLOYEE**

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

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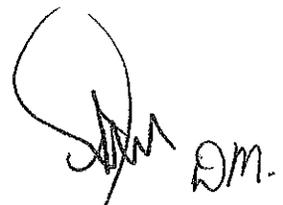
**New LOU RE: JOB DESCRIPTIONS UPDATES**

**The parties agree to jointly develop, up-dated job descriptions in the collective agreement and new job descriptions where needed, with the assistance of CUPE National's JE Specialist.**

**The parties will agree to a Terms of Reference establishing the terms and conditions of this process. Each party will appoint two (2) members to a Joint Job Description Committee. The Committee may utilize advisors to assist in the project. The work of the committee will include reviewing and making recommendations on the following:**

1. **Development of a Job Description Review Plan, which will include a review process that will include input from all employees on their specific positions.**
2. **A review of all jobs, including development or revision of job descriptions as needed.**

**Any changes to job descriptions must be ratified by the Parties.**

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Members of the Committee will be granted the necessary paid time during normal working hours to conduct the review and will meet as required to complete the review by June 1, 2019. Any job descriptions that see a significant change may access Article 7:12 of the Collective Agreement to address such changes.

The Joint Job Description Committee will meet to begin their work no later than September 15, 2017.

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#### New LOU RE: Training and Development

The Employer shall recommend its practice related to training and development plans (as presented by the Union in collective bargaining) as Policy to City Council within thirty (30) days of ratification.

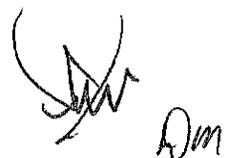
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8. Job Descriptions in the collective agreement remain unchanged.

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#### 9. Promotion Clauses

- 16:03 In making promotions the applicant with the greatest seniority and having the required qualifications and ability to do the job, shall be awarded the position. The City shall determine the qualifications and ability in a fair and equitable manner. **If no employees meet the requirement set out in this clause Article 16:05 will apply.**
- 16:05 In case of promotion requiring higher qualification or certification, the City shall give consideration to employees who do not possess the required **minimum** qualifications **as outlined in the job description** but are preparing for/have the prerequisites in order to obtain qualifications prior to the **posting period**. ~~filling of a vacancy~~. Such employees will be given an opportunity to qualify **and to gain the required level of working knowledge** within six (6) months, unless a longer period of time is agreed to by both Parties, and ~~te~~ **will** revert to their former positions if the required qualifications ~~are~~ **and/or level of working knowledge is not met achieved** within such time. **For clarification purposes "preparing for/have the prerequisites" means the employee will need to have been taking specific training/course work to meet the minimum qualifications prior to the position being posted.**
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10. APPENDIX A

**AQUATIC STAFFING**

**This Appendix applies to the staff at the Fernie Aquatic Centre.**

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

**1. SCHEDULES**

**A) ~~A new~~ Schedule B ~~to~~ includes the classifications of:**

- ~~1. Head Guard Aquatic Supervisor/Programmer~~
- 2. Lifeguard/Instructor I (Regular Part-time Guaranteed Hour Employees)**
- ~~3. Lifeguard/Instructor II~~
- ~~4. Pool Operator II~~
- ~~5. Pool Operator I~~
- ~~6. Aquatic Attendant~~
7. Cashier Receptionist II
8. Cashier Receptionist I

**B) Schedule "C" includes; employees hired into the following classifications after date of ratification and employees who were previously Schedule "D" employees whose status has change as per section 1 c) of this Appendix.**

1. Lifeguard/Instructor I (Casuals Employees)
2. Lifeguards (Casual Employees)
3. Cashier Receptionist I (Casual Employees)
4. Aquatic Attendant

**C) Schedule D includes the following grandfathered employees:**

**1. INCLUDE LIST PRESENT EMPLOYEES WHO HAVE BARGAINING UNIT SENIORITY**

- i) Employees in Schedule "D" are required to be available for at least four (4) shifts per month to maintain their Schedule "D" status.
- ii) If an employee cannot maintain the required availability their status will be change to a Schedule "C" employee.
- iii) A listed employee may voluntarily change their status from Schedule "D" to "C".
- iv) Once a listed employee becomes either a Schedule "A", "B" or "C" employee or their employment with the City ends their name will be removed from the "grandfathered" list.

**2. SENIORITY CALCULATIONS**

**a) Schedule "B" employees will accrue seniority as per Article 14 of the Collective Agreement.**



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

**2.3. LAYOFF AND VACANCIES**

**a) Layoff**

~~Aquatic Centre employees will accrue seniority as per Article 14 of the Collective Agreement however, In the event of lay-off, Aquatic Centre Schedule "B" 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).~~

**b) Filling Vacancies**

- i) Schedule "B" and "D" 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" and "D" employees. If no one from Schedule "A" applies for vacancies covered by Schedule "A", Schedule "B" and "D" 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.
- ii) If a Schedule "B" or "D" employee ~~applies and~~ is the successful applicant for a temporary/casual position in Schedule "A" they shall continue to accrue Schedule "B" or "D" seniority, **as applicable** for the duration of the temporary/casual position. In the event a Schedule "B" or "D" 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" or "D"/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".
- iii) **Schedule "C" employees may use their seniority only for bidding purposes into a Schedule "B" position listed in this Appendix.**

**3.4. ENTITLEMENTS AND DEFINITIONS**

~~Aquatic Centre employees' entitlements and definitions are defined as per Article 1:01 and 1:02 of the Collective Agreement except as indicated below:~~

**a) PERMANENT SCHEDULE "B" EMPLOYEES**



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i) Regular Full-Time Employees

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

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

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

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

This is a Schedule "B" employee who has successfully completed probation and who works a **minimum 15 hours per week to a maximum 22 hours per week**. These employees are entitled to all rights under this Agreement with the **exception that they will receive an additional seven (7%) percent pay in lieu of benefits** as outlined in Articles 44, 13:01, 13:02, 13:05, 13:06, and 13:07. **These employees will receive annual vacation entitlement as per the Employment Standards Act of British Columbia.**

iv) Probationary Employees

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

b) NON-PERMANENT EMPLOYEES

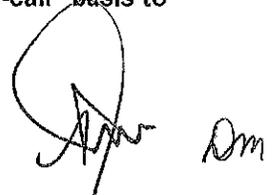
i) Casual Employees

A Schedule "C" employee is an employee who is employed on an "on-call" basis to cover absence due to sick leave, vacation leave, or any approved absence or to augment the regular workforce during peak times. These employees are entitled to all the rights outlined in this Agreement except as specified otherwise.

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

ii) Grandfathered Casual Employees (Schedule D)

A Schedule "D" employee is an employee who is employed on an "on-call" basis to

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

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

#### ~~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.~~

3.4.5 a. Employees who are classified as regular part-time lifeguard / instructor I or II's, **casual lifeguards and lifeguard/instructor I's** will also be required to attend, at a minimum, one paid in-service training session every two calendar months.

b. The City will maintain a 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 **Supervisor Programmer / Head Lifeguard (benefited)**
- iv. Two (2) Full-time Lifeguard / Instructor II's (benefited)
- v. One (1) Regular Part-time Lifeguard / Instructor II (benefited)  
Guarantee minimum 22 hours per week to a maximum 40 hours per week.
- vi. ~~Two (2)~~ **Three (3)** Regular part-time Lifeguard / Instructor I's (un-benefited)  
Guarantee minimum 15 hours per week and not to exceed 22 hours per week.
- vii. Additional **Casual Regular Part-time Lifeguard / Instructor I's, Lifeguards** 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.



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However, the hours of work may be scheduled on a split shift basis within a maximum twelve (12) hour period. The minimum hours per shift for Lifeguard / Instructors, Aquatic Attendants and Cashier / Receptionists shall be two (2) hours. The maximum time spent on the pool deck for Lifeguards/Instructors **and Lifeguards** shall not be greater than one and a half (1.5) hours without a change of duties or break. During the one and a half (1.5) hours on the pool deck ~~Lifeguard/Instructors~~ **employees** 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, **and** accident or **an** authorized leave of absence. The principal of seniority shall apply to shift schedule changes.
- e. Re-Certifications - The Employer agrees to pay the fees assessed by the respective Societies required for re-certification of qualifications as indicated in the Aquatic Centre employees' job description.

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

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

Qualifications	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 Service Award Examiner	Lifesaving Society of Canada	
Lifesaving Instructor Trainer		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 / **classes** that require qualifications that are beyond those specifically stated in the employee's job description. **For clarification purposes this means qualifications that are deemed essential in the job description.**
- h. Lifeguards – employees in this classification may only perform lifeguarding duties. The employer agrees that employees who are classified as Lifeguard/Instructors will be offered available hours before hours are scheduled for employees classified as Lifeguards.

#### 11. Aquatic Staff Wage Adjustments

<u>Aquatic Staff – Fernie</u>	March 1, 2014	Date of Ratification
Head Lifeguard Aquatic Supervisor	25.56*	30.72
Lifeguard / Instructor 2	22.74*	24.60
Lifeguard / Instructor 1	21.31*	23.10
Lifeguard (Those employees who are not qualified as a Lifeguard / Instructor.) Once an employee achieves Lifeguard/Instructor I qualifications their classification is upgraded. If a Lifeguard Instructor refuses to instruct classes and only accepts Guarding Shifts that will be paid the Lifeguard Rate.		18.50

\*Any retroactive annual increase will be based on March 1, 2014 rate of pay.

\*\*Adjusted rate includes the added tasks for pool filtration and water chemistry systems to the Lifeguard Instructor I and II job descriptions from the deleted Pool Operator positions and the reduced Lifeguard rate.

\*\*\*The rate for the Aquatic Supervisor is effective the date of ratification. Thus rate ensures that this position will be \$0.10 above the Labourer/Janitor rate after the March 1, 2015 and March 1, 2016 increases have been applied.

The Lifeguard position must have a position description created that is mutually agreeable. The Aquatic Attendant wage should be based on the provincial hourly minimum wage plus \$2.50/hr.

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## 12. Wages and Term

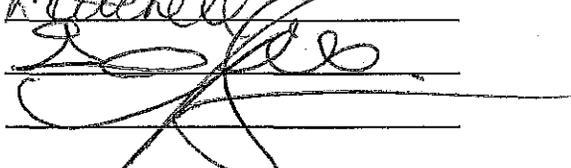
Term            5 Years

### Annual Wages Increase

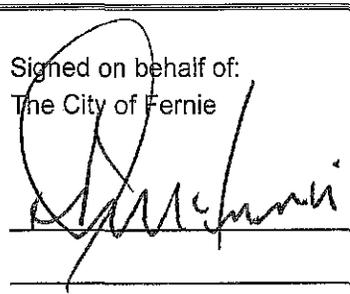
- Year 1 – A 2.0% increase across the board to all classification, retroactive to March 1, 2015. This includes all employees who were employed by the City on or after March 1, 2015.
- Year 2 – A 1.75% increase across the board to all classification, retroactive to March 1, 2016. This includes employees who were employed by the City on or after as March 1, 2016.
- Year 3 – A 1.5% increase across the board to all classification, effective March 1, 2017.
- Year 4 – A 2.0% increase across the board to all classification, effective March 1, 2018.
- Year 5 – A 2.0% increase across the board to all classification, effective March 1, 2019.

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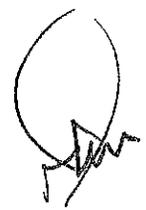
Signed on behalf of:  
The Canadian Union of Public Employees  
Local 2093

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

Signed on behalf of:  
The City of Fernie

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

Dated this \_\_\_\_\_ day of December, 2016

AGREED TO ITEMS  
Between  
The City of Fernie and CUPE Local 2093

The Parties agree that the following clauses below will form part of a Memorandum of Settlement between the parties, subject to the ratification of their respective principles:

---

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)-~~ 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.

---

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.~~

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~~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.~~

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Appendix A

3.1 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 (**benefited**)
  - iv. Two (2) Full-time Lifeguard / Instructor II's (benefited)
  - v. One (1) Regular Part-time Lifeguard / Instructor II (benefited)  
Guarantee minimum 22 hours per week to a maximum 40 hours per week.
  - vi. 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.
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LETTER OF UNDERSTANDING # 2 RENEW

RE: Challenged Workers (Beautification Attendant)

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LETTER OF UNDERSTANDING # 4 DELETE

Re: Employee Training Discussion Committee

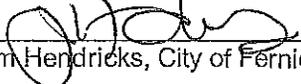
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LETTER OF UNDERSTANDING # 7 ROLL INTO COLLECTIVE AGREEMENT

Re: Temporary Employees

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Dated this 9<sup>th</sup> day of November, 2015

  
Jim Hendricks, City of Fernie

  
Doug Mitchell, CUPE Local 2093

AGREED TO ITEMS  
Between  
The City of Fernie and CUPE Local 2093

The Parties agree that the following clauses below will form part of a Memorandum of Settlement between the parties, subject to the ratification of their respective principles:

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**Housekeeping only for the addition of the word "and"**

16:02 Prior to filling any staff changes or promotions covered by the terms of this Agreement, the City shall notify the Union in writing and post notice of the position in the City's offices, shops, and on all bulletin boards for a minimum of seven (7) days in order that all members will know about the position and be able to make written application therefore. Such notice shall contain the following information: nature of position; skills and ability and required knowledge and education and wage and salary and/or range. No appointment shall be given to any additional employee until after such posting has been completed. Temporary vacancies expected to be for more than four weeks in duration shall be posted in accordance with this clause. A posting for a temporary vacancy shall also indicate the duration. At the end of a temporary assignment, a regular employee will return to the employee's regular position. (Letter of Understanding #5 Re: Article 16.02 supersedes this article for the term of this agreement)

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**MOVE TO NEW ARTICLE 20 – ARBITRATION and renumber accordingly**

20:01 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.

20:02 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.

20:03 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.

20:04 Irregularity

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

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ARTICLE 20 DISCRIMINATION/SEXUAL/PERSONAL HARASSMENT

Move Article 2:02 to Article 20:01 and replace present language as below

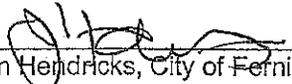
~~2:02 The City, its servants and agents, agree that there shall be no discrimination, interference, restriction, or coercion exercised, or practiced, with respect to any employee regarding employment or any term or condition of this collective agreement because of the race, colour, ancestry, place of 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.~~

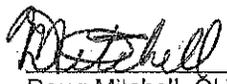
20:01 No Discrimination

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. 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.

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Dated this 12 day of November, 2015

  
\_\_\_\_\_  
Jim Hendricks, City of Fernie

  
\_\_\_\_\_  
Doug Mitchell, CUPE Local 2093

AGREED TO ITEMS  
Between  
The City of Fernie and CUPE Local 2093

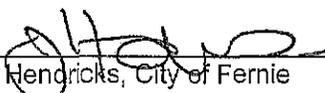
The Parties agree that the following clauses below will form part of a Memorandum of Settlement between the parties, subject to the ratification of their respective principles:

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12:01 Sick Leave

- 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.~~ **A request for sick leave without pay must be accompanied by a doctor's certificate from a qualified medical practitioner. That certificate must also include a prognosis and an anticipated return to work date.**
- 

Dated this 27<sup>th</sup> day of January, 2016

  
\_\_\_\_\_  
Jim Hendricks, City of Fernie

  
\_\_\_\_\_  
Doug Mitchell, CUPE Local 2093

AGREED TO ITEMS  
Between  
The City of Fernie and CUPE Local 2093

The Parties agree that the following clauses below will form part of a Memorandum of Settlement between the parties, subject to the ratification of their respective principles:

---

7:06 Any employee required in the course of employment to come into direct contact with road oil or hot asphalt or while repairing water leaks or doing sewer work which requires an employee to come into direct contact with sewer (vapors, liquids and solids) shall be paid a premium of forty (\$0.40) cents per hour over and above the normal rate of pay for every hour actually so employed.

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Dated this 18<sup>th</sup> day of February, 2016

  
Jim Hendricks, City of Fernie

  
Doug Mitchell, CUPE Local 2093

AGREED TO ITEMS  
Between  
The City of Fernie and CUPE Local 2093

The Parties agree that the following clauses below will form part of a Memorandum of Settlement between the parties, subject to the ratification of their respective principles:

---

- 2:03 a) The City agrees to acquaint new employees with the fact that an Agreement between the Parties is in effect, and with the conditions of employment set out in Article 4 of this Agreement, dealing with Union security and dues check-off; and all new employees shall be presented with a copy of the Agreement by the City on commencement of employment.
- b) A representative designated by the Union will be given an opportunity to meet privately with each new employee during the first month of employment to acquaint them with the structure, benefits, and duties of union membership. A maximum of thirty (30) minutes will be allowed for this purpose within regular working hours and without loss of pay for either employee. Employees in attendance at such meeting will record their time as Union business and the Union will reimburse associated wage costs to the City. The scheduling of such time must be approved by the employees' Supervisor.
- ~~c) 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.~~
- 

New

2.12 Union Representation

An employee shall have the right to have a Union Steward, or designate, present at any meeting with conducted by the Employer for disciplinary purposes. Prior to meeting the City will advise the employee of the topic of discussion and of their right to Union representation.

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- 19:01 Wherever the word "days" is used in this Article with reference to length of time, it shall mean working days unless otherwise specified. Working days means the days that City Hall is open to the public between Monday and Friday.
-

Appendix "A" Section 3.1 a. – This is to be included in the Memorandum of Settlement but not in the Collective Agreement.

The parties agree that the Employer provided notice to the union that the Employer will be enforcing Appendix "A" Section 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."

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Dated this 14 day of June, 2016

  
Jim Hendricks, City of Fernie

  
Doug Mitchell, CUPE Local 2093