

**AGREEMENT  
BETWEEN  
THE CITY OF NANAIMO**



**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 401**



**JANUARY 1, 2019 – DECEMBER 31, 2022**

# TABLE OF CONTENTS

<b>1.</b>	<b>DEFINITIONS OF EMPLOYEE STATUS AND BENEFIT ENTITLEMENT.....</b>	<b>6</b>
	(A) PERMANENT FULL-TIME EMPLOYEES.....	6
	(B) PERMANENT PART-TIME EMPLOYEES.....	6
	(C) PERMANENT AUXILIARY EMPLOYEES.....	7
	(i) <i>Qualifying Period</i> .....	7
	(D) PROBATIONARY EMPLOYEES.....	9
	(E) TEMPORARY/EMPLOYEES.....	9
	(F) CASUAL EMPLOYEES.....	10
<b>2.</b>	<b>MANAGEMENT RIGHTS.....</b>	<b>10</b>
	(A) MANAGEMENT RIGHTS.....	10
	(B) NOT DISCRIMINATORY.....	10
<b>3.</b>	<b>RECOGNITION AND NEGOTIATIONS.....</b>	<b>10</b>
<b>4.</b>	<b>NO DISCRIMINATION.....</b>	<b>11</b>
<b>5.</b>	<b>UNION SECURITY.....</b>	<b>11</b>
<b>6.</b>	<b>CHECK-OFF OF UNION DUES.....</b>	<b>11</b>
<b>7.</b>	<b>NEW EMPLOYEES.....</b>	<b>11</b>
<b>8.</b>	<b>CORRESPONDENCE.....</b>	<b>12</b>
<b>9.</b>	<b>LABOUR MANAGEMENT COMMITTEE.....</b>	<b>12</b>
<b>10.</b>	<b>LABOUR MANAGEMENT RELATIONS.....</b>	<b>12</b>
<b>11.</b>	<b>RESOLUTIONS AND REPORTS OF THE EMPLOYER.....</b>	<b>12</b>
<b>12.</b>	<b>GRIEVANCE PROCEDURE.....</b>	<b>12</b>
	STEP 1.....	12
	STEP 2.....	13
	STEP 3.....	13
	STEP 4.....	13
<b>13.</b>	<b>N/A.....</b>	<b>14</b>
<b>14.</b>	<b>DISCHARGE, SUSPENSION AND DISCIPLINE.....</b>	<b>14</b>
	(A) WARNINGS.....	14
	(D) DISCHARGE PROCEDURE.....	14
	(E) CROSSING OF PICKET LINES DURING STRIKE.....	14
<b>15.</b>	<b>SENIORITY.....</b>	<b>14</b>
	(A) SENIORITY DEFINED.....	14
	(B) SENIORITY LIST.....	14
	(C) PROBATIONARY EMPLOYEES.....	15
	(D) RECOGNITION OF FORMER SERVICE FOR SENIORITY PURPOSES.....	15
<b>16.</b>	<b>PROMOTIONS AND STAFF CHANGES.....</b>	<b>15</b>
	(A) JOB POSTINGS.....	15
	(D) ACTING PAY.....	16
	(E) TRIAL PERIOD.....	17
	(F) REQUEST FOR ALTERNATE EMPLOYMENT.....	17
	(G) TEMPORARY VACANCIES.....	17
<b>17.</b>	<b>LAYOFFS AND RECALLS.....</b>	<b>17</b>
	(A) DEFINITION OF LAY OFF.....	17
	(B) ROLE OF SENIORITY IN LAY OFF.....	17
	(C) ADVANCE NOTICE OF LAY OFF.....	18

(D)	RECALL PROCEDURE.....	18
(E)	NO NEW EMPLOYEES.....	19
(F)	DESIGNATION OF CLASSIFICATIONS.....	19
<b>18.</b>	<b>HOURS OF WORK.....</b>	<b>19</b>
(G)	REST PERIODS.....	20
(J)	REPORTING PAY.....	21
(K)	SPLIT SHIFTS.....	21
<b>19.</b>	<b>OVERTIME.....</b>	<b>21</b>
(E)	ACCUMULATED OVERTIME.....	22
<b>20.</b>	<b>SHIFT WORK.....</b>	<b>22</b>
<b>21.</b>	<b>HOLIDAYS.....</b>	<b>23</b>
<b>22.</b>	<b>VACATIONS.....</b>	<b>23</b>
<b>23.</b>	<b>SICK LEAVE PROVISIONS.....</b>	<b>25</b>
(H)	SICK LEAVE BANK.....	26
<b>24.</b>	<b>LEAVES OF ABSENCE.....</b>	<b>27</b>
(A)	PAID UNION BUSINESS.....	27
(B)	UNPAID UNION BUSINESS.....	27
(C)	LEAVE FOR UNION MEMBERS.....	27
(D)	BEREAVEMENT LEAVE.....	27
(E)	FAMILY ILLNESS.....	28
(F)	EXCEPTIONS DURING VACATION.....	28
(G)	JURY DUTY.....	28
(H)	GENERAL LEAVE.....	28
(I)	PROMOTION TO MANAGEMENT POSITION.....	28
(J)	PREGNANCY LEAVE.....	28
(K)	PARENTAL LEAVE.....	29
(L)	EMPLOYMENT DEEMED TO BE CONTINUOUS.....	30
<b>25.</b>	<b>PAYMENT OF WAGES AND ALLOWANCES.....</b>	<b>31</b>
(B)	CALL OUT PAY.....	31
(C)	CEMETERY WORK BONUS.....	31
(D)	OVERTIME MEAL ALLOWANCE.....	31
(E)	RATES FOR LEAD HAND.....	31
(F)	.....	32
(i)	<i>Wage Schedule A &amp; B</i> .....	32
(ii)	<i>Wage Schedule C (Seasonal and Casual)</i> .....	32
(G)	SUBSTITUTION PAY.....	32
(H)	DIRECT DEPOSIT.....	32
(I)	SUBROGATION RIGHTS.....	32
(J)	RECOVERY OF OVERPAYMENTS.....	33
(K)	STANDBY ALLOWANCE.....	33
(L)	TOOL ALLOWANCE.....	33
(M)	SAFETY FOOTWEAR ALLOWANCE.....	34
(N)	SNOW PLOWING ALLOWANCE.....	34
(O)	CERTIFICATIONS, MEMBERSHIPS, TICKETS, LICENCES.....	34
(P)	TRAINING AND DEVELOPMENT.....	34
(Q)	SWIMWEAR ALLOWANCE.....	35
(R)	RAIN GEAR.....	35
<b>26.</b>	<b>HARASSMENT.....</b>	<b>35</b>
<b>27.</b>	<b>JOB CLASSIFICATION AND RECLASSIFICATION.....</b>	<b>35</b>
<b>28.</b>	<b>EMPLOYEE BENEFITS.....</b>	<b>36</b>
(A)	PENSIONS.....	36
(B)	MEDICAL INSURANCE.....	36

(C)	GROUP LIFE INSURANCE .....	37
(D)	SUPPLEMENTATION OF COMPENSATION AWARD .....	37
(E)	COVERAGE .....	38
(F)	EMPLOYEE ASSISTANCE PLAN.....	38
(G)	LONG TERM DISABILITY .....	38
<b>29.</b>	<b>SAFETY AND HEALTH.....</b>	<b>39</b>
(A)	UNION-EMPLOYER SAFETY COMMITTEE.....	39
(B)	SAFETY MEASURES .....	39
(C)	PAY FOR CLOTHING.....	39
(D)	SAFETY AND HEALTH REPORTS, RECORDS AND DATE .....	39
<b>30.</b>	<b>N/A.....</b>	<b>39</b>
<b>31.</b>	<b>CONTRACT OR SUB-CONTRACTS .....</b>	<b>39</b>
<b>32.</b>	<b>CONTRACTING OUT.....</b>	<b>40</b>
<b>33.</b>	<b>N/A .....</b>	<b>40</b>
<b>34.</b>	<b>GENERAL CONDITIONS .....</b>	<b>40</b>
<b>35.</b>	<b>N/A .....</b>	<b>40</b>
<b>36.</b>	<b>COPIES OF AGREEMENT .....</b>	<b>40</b>
<b>37.</b>	<b>GENERAL.....</b>	<b>40</b>
<b>38.</b>	<b>TERM OF AGREEMENT .....</b>	<b>40</b>
(A)	EFFECTIVE DATE .....	40
(B)	AGREEMENT TO CONTINUE IN FORCE .....	41
	<b>WAGE SCHEDULE.....</b>	<b>42</b>
	<b>LETTERS OF UNDERSTANDING</b>	
#1	Clause 18(b) & (C) – Hours of Work, Clause 25(f)(i) – Wage Schedule “A” & “B” .....	50
#2	Article 18 – Hours of Work – Police Switchboard Operators, Watch Clerks and Guards .....	56
#3	Shift Work – Police Records Clerk .....	58
#4	Hours of Work – Police Employees .....	59
#5	Hours of Work – Police Support Steno .....	60
#6	Hours of Work – Community Policing Coordinator.....	61
#7	Bylaw Enforcement Officer – General Duty Weekends and Evenings .....	62
#8	Municipal Enforcement Officer – Commercial Transport .....	63
#9	Nanaimo Aquatic Centre.....	65
#10	Aquatic Facility Staffing.....	66
#11	Utilities Division – Operator in Training .....	67
#12	Contracting Out .....	68
#13	Contracting Out Issues .....	69
#14	Reintegration of Injured Workers .....	71
#15	Beban Merger .....	73
#16	EI Rebate .....	76
#17	Hours of Work – Building Maintenance Supervisor .....	77
#18	Job Evaluation .....	78
#19	VICC, Food Services Contracts, GPS Usage and Parking .....	79
#20	Shift Premium – Custodians.....	80
#21	Custodial Shifts in Recreation & Environment .....	81
#22	Preferred Custodial Shifts .....	82
#23	Custodian – Posted Openings in Parks Maintenance/Construction and Recreation and Culture.....	83
#24	Emergency Management .....	84
#25	Co-op Student Employment.....	85
#26	Downtown Parking Enforcement .....	86
#27	Water Treatment Plant Hours of Work.....	88
#28	Interpretive Memo on 4-Hour Minimum Shifts .....	90
#29	Bylaw Enforcement Officer – Hours of Work.....	91
#30	Lifeguard Instructors Scheduling .....	92
#31	Building Officials .....	94
#32	Recycling In House .....	96

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#33	Calculation of Permanent Auxiliary Status.....	97
#34	Calculation of Permanent Employee Seniority .....	98
<b>JOB EVALUATON PLAN MAINTENANCE AGREEMENT DECEMBER 5, 2014.....</b>		<b>99</b>
<b>SUBJECT INDEX.....</b>		<b>108</b>

**THIS AGREEMENT** effective January 1st, 2019 to December 31st, 2022

**BETWEEN:**

**CITY OF NANAIMO**  
(hereinafter called the "Employer")

**OF THE FIRST PART**

**AND:**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 401**  
(hereinafter called the "Union")

**OF THE SECOND PART**

**WHEREAS** it is the desire of both Parties to this Agreement:

1. To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union.
2. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions.
3. To encourage efficiency in operation.
4. To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.

**AND WHEREAS** it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an agreement;

**NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**

**1. DEFINITIONS OF EMPLOYEE STATUS AND BENEFIT ENTITLEMENT**

**(a) Permanent Full-Time Employees**

Permanent Full-Time Employees are those who are regularly scheduled to work on a full-time basis of thirty-five (35), thirty-seven and one-half (37.5), forty (40) or such other number of weekly hours as is recognized in the Collective Agreement as normal for a particular class of positions.

**BENEFIT ENTITLEMENT**

Permanent Full-Time Employees are entitled to all benefits of this Agreement except those specifically excluded during probation. Employee benefits (Article 28) shall be available on the first day of the month following completion of the probationary period.

**(b) Permanent Part-Time Employees**

Permanent Part-Time Employees are those regularly working a normal week consisting of less than a Permanent Full-Time Employee.

**BENEFIT ENTITLEMENT**

- (i) Permanent Part-Time Employees with one-half or more than one-half full-time permanent hours, are entitled to all benefits of this Agreement subject to statutory and carrier limitations except that sick leave, vacations and statutory holidays shall be pro-rated. Employee benefits (Article 28) shall be available on the first day of the month following completion of the probationary period.
- (ii) Permanent Part-Time Employees with less than one-half full-time permanent hours shall not be entitled to employee benefits (Article 28) other than sick leave, vacation, statutory holidays and other benefits required by statute. Sick leave, vacations and statutory holidays shall be pro-rated.
- (iii) Part-Time Employees who refuse full-time jobs for which they are qualified shall not have the right to bump a Permanent Full-Time Employee.
- (iv) Permanent Part-Time Employees and Permanent Auxiliary Employees shall be given first opportunity, in seniority order, to work additional regular straight-time hours (i.e. hours that are in addition to their normally and regularly scheduled shift hours), which become available within their current departmental grouping as defined in clause 1(c)(iv), provided:
  - The Employer shall maximize the normal and regular straight time hours of permanent part-time employees when it schedules these employees to work in their current classifications, before it makes additional hours available under this clause 1(b)(iv).
  - In order to be considered for additional work under this clause 1(b)(iv), employees must have the skill, knowledge and ability to perform the work in question.
  - In order to be considered for additional work under this sub-section 1(b)(iv), employees must be available to perform the work in question, as and when

the Employer requires such work to be performed. For purposes of this subsection, an employee is deemed unavailable for additional work if he/she is already scheduled to work during the time when the Employer requires such additional work to be performed. This notwithstanding, the Parties may mutually agree, on a case by case without prejudice basis, to permit an employee to avail of additional work even though the employee is already scheduled.

- No overtime or other costs will be incurred as a result of assigning work in accordance with this sub-section 1(b)(iv).

**(c) Permanent Auxiliary Employees**

Permanent Auxiliary employees are those without a posted permanent position.

**(i) Qualifying Period**

Temporary employees, who have accumulated two thousand three hundred (2300) hours worked in any twenty-four (24) consecutive month period, shall automatically be converted to Permanent Auxiliary employee status. Permanent Auxiliary employees shall be attached to the departmental grouping in which they worked the majority of hours during the above qualifying period. They have the same status as Permanent Part-Time employees except that they do not have a posted permanent position.

**(ii) Initial Seniority Placement**

- (1) Permanent Auxiliary employees shall be placed on the seniority list below all employees who have a posted permanent position. This secondary placement on the seniority list (below employees with a posted permanent position) shall continue until such time as the Permanent Auxiliary obtains a posted permanent position, when sub-section (3) below shall apply.
- (2) The initial seniority ranking for permanent auxiliaries, as above, shall be based upon initial hiring date.
- (3) Permanent Auxiliary employees who obtain a posted permanent position shall be placed on the seniority list with other employees who have a posted permanent position. The employee's permanent seniority date shall be the date he/she commenced work in the posted position, adjusted by an application of clause 15(d).

**(iii) Classification**

The "classification of record" for Permanent Auxiliary employees is the classification in which they worked the majority of hours during the above qualifying period.

**(iv) Departmental Groupings**

Permanent Auxiliary employees shall normally work within their particular departmental groupings, as follows, unless they are assigned by the Employer to temporarily work in a different departmental grouping:



- Public Works (Construction Division of Engineering will be considered as part of Public Works for this temporary work assigned under this section)
  - Parks Maintenance/Construction
  - City Hall, Service and Resource Centre, Purchasing, Fire
  - Police Services
  - Recreation & Environment except Lifeguard instructors who normally work only within their classification, unless they are assigned to temporarily work in a different classification by the Employer.
- (v) The Parties shall meet in November of each year to review the work performed by the Permanent Auxiliary employees to determine whether one (1) or more permanent positions (either part-time or full-time) is to be established and posted.
- (vi) Permanent employees will have recall rights to permanent positions, and Permanent Auxiliaries will have recall rights to auxiliary assignments within their established work group.

Permanent Auxiliary employees shall be covered by all of the provisions of the Collective Agreement that apply to Permanent Part-Time employees, with the following exceptions:

- Work/Position Status

The work performed by converted Permanent Auxiliary employees is not captured by clause 27(a). When a Permanent Auxiliary employee is appointed to a posted permanent position, the posted permanent position so filled shall then be covered by clause 27(a). The Employer undertakes not to eliminate posted permanent positions in order to have the work involved performed by Permanent Auxiliary employees, as a means of having such work no longer captured by clause 27(a).

- LTD

Permanent Auxiliary employees shall not be entitled to Long Term Disability until they are appointed to a posted permanent position.

- Benefits

Permanent Auxiliary employees who are not working but who were covered by employee benefits (Article 28) when they last worked, shall be entitled to continue coverage to a maximum of six (6) months subject to carrier limitations, provided that they pay the full cost of premiums for such coverage in advance. They may elect to have some or all of the cost that will be incurred to maintain their benefits during such no-work periods, taken by payroll deductions from the pay they earn by working in their prior assignment. Failure to pay in advance at the monthly due date will result in immediate cessation of benefits. Once off benefits, the carrier's re-qualification requirements shall apply.

- Break In Service

Permanent Auxiliary employees are deemed to have a break in service if they do not actually perform any work for eighteen (18) months. If such a break occurs, they must again re-qualify for permanent status in accordance with clause 1(c)(i) above.

- (vii) The Employer shall not unreasonably refuse to establish and post a permanent position (either part-time or full-time) as a result of this regular review under subsection (v) when there is a definable body of work (either part-time or full-time) that will continue to be performed.
- (viii) For its part, the Union accepts that work from more than one departmental grouping shall not be combined when determining if definable bodies of work exist that should be posted under clauses (v) and (vii).

**(d) Probationary Employees**

Newly hired employees, except those designated as temporary or casual employees, shall serve a probationary period of sixty (60) days worked or four (4) calendar months from their date of hiring, whichever is lesser, to provide opportunity for the Employer to determine their suitability for continued employment. The length of the probationary period may be extended beyond four months to permit the sixty (60) days worked requirement to be reached, provided the Union mutually agrees.

**BENEFIT ENTITLEMENT**

During the probationary period, employees shall be entitled to all rights and privileges of this Agreement except with respect to discharge, sick leave bank and employee benefits (Article 28). Benefits shall not be retroactive.

**(e) Temporary Employees**

Temporary Employees are those who are hired on a temporary basis for a specific assignment or leave of absence relief of up to twelve (12) months duration or work overload assignments up to six (6) months duration. Such period of employment shall not be extended unless by mutual agreement between the Parties, which agreement shall not be unreasonably denied by either Party. Where either Party does not agree to extend the period, said employees shall be terminated. No employees in this category shall be hired while there are qualified permanent employees on layoff that are available to perform the work.

The Employer shall notify the Union in writing when it employs a temporary employee stating the reason(s) the employee was hired. In the case of employment of temporary employees for specific work assignments, the Employer shall identify, with as much precision as reasonably possible, the particular work the employee will be performing.

**BENEFIT ENTITLEMENT**

Temporary Employees shall be entitled to the regular wage levels and pro-rated sick leave and shall be paid 10.4% in lieu of all of the benefits and other perquisites provided under this Agreement (e.g. annual vacations, statutory holidays, group life insurance, medical insurance and extended health benefits as applicable.)

Temporary employees selected for posted permanent positions will have their (permanent employee) seniority date backdated to include an accumulation of their previous days actually worked in accordance with the requirements of new clause 15(d). Benefits shall not be retroactive.

Temporary employees who have accumulated unused sick leave to their credit and who have a break in service of less than ninety (90) consecutive calendar days between temporary assignments, shall carry their unused sick leave accumulation with them to their new temporary assignment. This right also applies in the case of temporary employees who are selected for posted permanent positions with a break in service of less than ninety (90) consecutive calendar days since completing their temporary assignment.

**(f) Casual Employees**

Casual Employees are those who are employed at an hourly rate on an intermittent basis, to perform specific short-term or occasional functions, not to exceed thirty (30) days. Casual employees, who work more than twenty-two (22) shifts in any ninety (90) calendar day period, shall be converted automatically to temporary employee status.

**BENEFIT ENTITLEMENT**

Casual Employees are entitled to the regular wage levels for their duties available under the Agreement. Casual Employees will not accrue seniority and are not eligible for employee benefits under the Agreement (Articles 23 and 28 or any other benefits that extend payment beyond the initial period of employment). Casual Employees shall be paid 10.4% in lieu of all of the benefits and other perquisites provided under this Agreement (i.e. annual vacations, statutory holidays, sick leave, group life insurance, medical insurance and extended health benefits as applicable.)

Casual employees, who are selected for a permanent posted position, shall be eligible to have their (permanent employee) seniority date backdated to include an accumulation of their previous days actually worked in accordance with the requirements of clause 15(d).

**2. MANAGEMENT RIGHTS**

**(a) Management Rights**

Subject to the Grievance procedure, the Union recognizes that it is the function of the Employer to exercise the regular and customary function of management and to direct the working forces of the Employer, subject to the terms of this Agreement.

**(b) Not Discriminatory**

The Employer shall not exercise its rights to direct the working forces in a discriminatory manner. Nor shall these rights be used in a manner which would deprive present employees of their employment, unless through just cause.

**3. RECOGNITION AND NEGOTIATIONS**

**Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees and its Local 401 as the sole and exclusive collective bargaining agency for all of its employees as defined by the appropriate Labour Relations Board certification and hereby consents and agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between

the Parties to this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

**4. NO DISCRIMINATION**

The Employer agrees that there shall be no discrimination exercised or practiced with respect to any employee in the matter of hiring, training, promotion, transfer, lay-off, recall, discipline, classification, or any other action by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, sex, marital or parental status, family relationship, handicap, nor by reason of their membership or activity in the Union.

**5. UNION SECURITY**

The Employer agrees that any employee coming within the scope of this Agreement who is a member of the Union shall, as a condition of continued employment, maintain membership in such Union in good standing. The Employer further agrees that any employee who is hereafter employed during the life of this Agreement and who comes within the categories of employees covered by this Agreement shall become a member of the Union and maintain membership in such Union in good standing.

**6. CHECK-OFF OF UNION DUES**

- (a) The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union in accordance with its Constitution and Bylaws.
- (b) Deductions shall be made from the payroll period at the end of each month and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15th day of the month following, accompanied by a complete list of all employees from whose wages the deductions have been made, and indicating those who have permanent part-time/ full-time status, together with the amounts and the hours worked in each case, and to include a total of regular wages of all dues paying employees. The Employer shall provide as much additional information as is readily available in an electronic format as well as a hard copy from its payroll system regarding employee status.

**7. NEW EMPLOYEES**

- (a) The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the clauses dealing with Union Security and Dues Check-off.
- (b) Copies of Agreement

On commencing employment, the employee's immediate supervisor shall introduce the new employee, either personally or by way of e-mail, to their Job Steward or Representative. The Job Steward will be allowed up to fifteen (15) minutes to meet with the new employee(s) for the purpose of Union orientation. A copy of the Agreement shall be presented to the new employee not later than the implementation of the Dues Check-off.

**8. CORRESPONDENCE**

All correspondence between the Parties arising out of this Agreement or incidental thereto, shall pass to and from the Director of Human Resources or designate with copies to the City Manager, the President and the 1st Vice President of the Union, with a copy sent to the 2nd Vice President of the City of Nanaimo Unit.

**9. LABOUR MANAGEMENT COMMITTEE**

A Labour Management Committee shall be established consisting of four (4) representatives of the Union and four (4) representatives of the Employer. The Committee shall enjoy the full support of both Parties in the interests of improved service to the public, and job security of the employees.

**10. LABOUR MANAGEMENT RELATIONS**

The Employer and the Union will each appoint and maintain a Bargaining Committee (hereinafter referred to as the "Bargaining Committee"). The Bargaining Committee shall consist of a Committee of the Employer together with up to four (4) members selected by the Union, at least one of whom shall be a City of Nanaimo employee.

When either of the Parties of the Bargaining Committee wishes to call a meeting of the Committee, the Director of Human Resources or designate shall call the same for a suitable time, not more than ten (10) days after receipt of the request. This time may be extended by mutual agreement of both of the Parties.

Any representative in the employ of the Employer and any representative of the Union shall have the privilege of attending such meetings.

**11. RESOLUTIONS AND REPORTS OF THE EMPLOYER**

Reports or recommendations dealing with matters of policy and/or conditions of employment which affect employees within the Bargaining Unit shall be forwarded to the Union in sufficient time to allow the Union a reasonable opportunity to consider them, and if deemed necessary, speaking to them before a decision is taken by the Employer.

**12. GRIEVANCE PROCEDURE**

**(a)** Any difference arising between the Parties concerning the application, interpretation or alleged violation of this Agreement shall be resolved without work stoppage in the following manner:

**Step 1**

The aggrieved employee(s) shall, with the Job Steward in attendance, first attempt to resolve the dispute within twenty (20) work days of the occurrence of the incident giving rise to the grievance or twenty (20) work days of the time that the employee should have reasonably known of such incident, with the immediate non-bargaining unit supervisor. Every reasonable effort will be made to schedule a meeting to review the grievance; however, if a meeting cannot be scheduled within the twenty (20) work day period, the Step 1 discussion may take place by other means (e.g. telephone, e-mail) with mutual consent of the Parties. If the matter is not resolved within five (5) work days of its

submission, the matter shall be reduced in writing and be submitted to the next step within a further ten (10) work days. The Union shall advise the Employer in writing as to the article(s) violated and/or on what general grounds the grievance is based.

### **Step 2**

The Department Director or designate, the Director of Human Resources or designate, and the Management Supervisor will meet with the Grievor, the Department Job Steward and one Union Representative to attempt to resolve the difference. Failing a satisfactory settlement at this stage within another seven (7) work days of it being so submitted, it shall be referred to the third step within a further seven (7) work days.

### **Step 3**

After the grievance has been submitted by the Union to the City Manager, a third stage meeting will be held between the Parties. The City Manager will respond in writing stating the City's Step 3 position within seven (7) work days of the Step 3 meeting. If the grievance is not satisfactorily resolved, or it is not withdrawn, the dispute shall be submitted to Arbitration in accordance with Step 4 below.

### **Step 4**

- (i) If the Parties fail to reach a satisfactory resolution to the grievance within the seven (7) work days referred to in Step 3 of the Grievance Procedure or such longer time as is mutually agreed to, the matter shall be referred to a single Arbitrator who may be appointed, if it is mutually agreeable to both Parties.
  - (ii) Failing such agreement the matter shall be referred to an Arbitration Board consisting of two (2) members and a Chairperson to be chosen in the manner following:

Each Party to this Agreement shall appoint a Nominee and the two (2) Nominees so appointed shall appoint a Chairperson, but should they fail, the Collective Agreement Arbitration Bureau shall be asked to appoint a Chairperson.
  - (iii) The decision of an Arbitrator/Arbitration Board shall be final and binding on the Parties, providing that in the case of an Arbitration Board, if there is no majority decision, the decision of the Chairperson shall be the majority decision.
  - (iv) The Arbitrator/Arbitration Board shall not have the power to change this Agreement by adding, deleting, amending, altering or modifying any of its terms and conditions.
  - (v) If a single Arbitrator is appointed, each Party will bear one-half (½) of the cost of the remuneration and expenses of the Arbitrator. If an Arbitration Board is appointed, each Party will bear the cost of remuneration and expenses of the Nominee it appoints and one-half (½) of the remuneration and expense of the Chairperson and other expenses of the Board.
- (b)** It is agreed that the time limits as contained herein may be extended by mutual agreement. Union grievances may be filed at Step 3.

**13. N/A**

**14. DISCHARGE, SUSPENSION AND DISCIPLINE**

**(a) Warnings**

Whenever the Employer deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or may follow if such employee fails to bring their work up to a required standard by a given date, the Employer shall, within seven (7) days thereafter, give written particulars of such censure to the employee involved with a copy sent concurrently to the President, 1st Vice President of the Union and the 2nd Vice-President for City of Nanaimo.

**(b)** An employee shall have the right to have a Steward present at any discussion with supervisory personnel where formal disciplinary action is to be taken. Notwithstanding this Article, it is understood that where circumstances dictate, the Employer may take appropriate disciplinary action without a Steward being in attendance.

**(c)** The Employer agrees that Job Stewards shall not be interfered with in any way in the performance of their duties, nor suffer any loss of wages, while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that each Steward is employed full-time by the Employer and they will not leave their work during working hours except to perform grievance duties under this Agreement. Therefore, no Steward shall leave their work without obtaining the permission of their immediate manager.

**(d) Discharge Procedure**

An employee (except those designated as temporary employees) who has completed a probationary period as per clause 1(c) may be dismissed but only for just and reasonable cause and only upon the authority of the officials of the Employer.

**(e) Crossing of Picket Lines During Strike**

No employee shall be required to cross a picket line arising out of a labour dispute except to provide emergency service or carry out emergency inspections. Prisoner Guards at the Police Detachment shall be considered as providing an emergency service and shall in these instances only perform normal guarding duties.

**15. SENIORITY**

**(a) Seniority Defined**

Seniority is defined as the length of service in the bargaining unit and shall be used in determining preference or priority for promotions, transfers, demotions, layoffs and recall. Seniority shall operate on a bargaining-unit-wide basis.

**(b) Seniority List**

The Employer 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 and July of each year.

**(c) Probationary Employees**

The Employer may terminate probationary employees during their probationary period, should it find them unsuitable for continued employment. After successful completion of the probationary period, seniority shall be effective from the original date of employment.

**(d) Recognition of Former Service for Seniority Purposes**

For the purposes of sections 1(c), 1(e) and 1(f) temporary, casual and seasonal employees who are selected for permanent posted positions shall have their (permanent employee) seniority date adjusted to include an accumulation of their days actually worked on a casual, temporary and seasonal basis in the previous five (5) years e.g. five (5) shifts worked equals seven (7) days seniority.

**(e) An employee shall not lose seniority rights if absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer.**

An employee shall only lose seniority in the event of:

- (i) discharge for just cause and is not reinstated;
- (ii) resignation;
- (iii) absence from work in excess of five (5) working days without notifying the Employer in writing, unless such notice was not reasonably possible. Personal crises of individual employees shall be taken into account;
- (iv) failure to return to work within seven (7) calendar days following a recall and after being notified by registered mail sent to their last known address, to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address;
- (v) lay off for a period longer than eighteen (18) months;
- (vi) retirement under the *Public Service Pension Plans Act*.

**16. PROMOTIONS AND STAFF CHANGES**

**(a) Job Postings**

Where a vacancy or new position of a permanent nature is to be filled in the bargaining unit, notice thereof shall be posted in all departments of the Employer covered by this Agreement for at least seven (7) consecutive calendar days. Vacancies and new positions shall be posted under this Article within forty-five (45) calendar days after the Employer has determined that the applicable permanent position is to be filled, provided it is understood that the rate of pay for the position may be established through the Job Evaluation process after it has been posted and/or filled. Such notices shall set forth the rate of pay for the position (interim rate if applicable) and the applicable Job Description shall be attached to the posting.

**(b) In filling posted vacancies under this Article, the skill, knowledge and ability of the applicants for the position shall be the primary consideration, subject to the following subsections:**



- (i) The skill, knowledge and ability for vacancies posted under this Article must be *bona fide* (i.e. they shall be those necessary to perform the job function and they shall not be established in an arbitrary or discriminatory or bad faith fashion).
- (ii) The following preferences shall apply in rank order when filling posted vacancies:
  - Permanent employees who have completed their probation period and who have a posted permanent position, and Permanent Auxiliary employees who are attached to the particular departmental grouping in which the vacancy is posted, shall receive preference over other applicants, provided they have the required skill, knowledge and ability. When the skill, knowledge and ability of two (2) or more permanent employees covered by this subsection is relatively equal, seniority shall be the determining factor.
  - Permanent auxiliary employees who are attached to a different departmental grouping than the departmental grouping in which the vacancy is posted, shall receive preference over external applicants provided the skill, knowledge and ability of the employee in question is at least equal to the skill, knowledge and ability of the external applicant(s).

Where in such cases there are no external applicants and two (2) or more Permanent Auxiliary employees apply for a posting in a different departmental grouping, and the skill, knowledge and ability of such employees is relatively equal, seniority shall be the determining factor.

  - When existing permanent employees (not Permanent Auxiliary employees) apply for a posted permanent position in a different classification and the knowledge, skill and ability required for the posted position are substantially the same as those required in the employee's current position, the employee shall be considered as having the minimum skill, knowledge and ability required to compete for the posted position. It is understood, once in the competition, that the employee must compete for the vacancy on the same basis as other applicants and same selection process shall apply.
- (iii) Temporary and casual employees are deemed external applicants for purposes of filling posted vacancies under this Agreement.

(c) In case of layoffs, seniority shall be the determining factor, if qualified.

**(d) Acting Pay**

If no applicant is appointed to a vacant position in accordance with clause 16(b), then consideration for promotion may be given at the discretion of the Employer to applicants who do not possess the required qualifications. Such appointment shall be on an acting basis. Where the acting appointment is made, the employee shall be given a specified period of time in which to qualify. Upon completion of the required qualification they will receive permanent status in the position. Failure to complete the qualifications will return the employee on acting status to their former classification and the position will be re-posted as a vacancy.

**(e) Trial Period**

Employees promoted or awarded new positions shall be given sixty (60) days worked in which to prove satisfactory. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unwilling to continue to perform the duties of the new job classification, or if the position is declared surplus or redundant during the trial period, they shall be returned to their former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority. If the former position no longer exists, the employee(s) shall be returned to another position within the same previous classification. The length of the trial period may be extended provided the Union mutually agrees to such extension.

**(f) Request for Alternate Employment**

On request, the Employer will consider the provision of suitable alternate employment when, through advancing years, injury, illness or handicap an employee is unable to perform normal duties.

**(g) Temporary Vacancies**

Temporary positions of four (4) months or greater duration will be posted. The successful applicant will be awarded the position and shall return to the former position upon completion of the temporary term. It is understood that any subsequent temporary vacancy created by an employee relieving in the first temporary vacancy may not be posted for competition. Permanent employees filling a temporary position shall continue to accrue seniority and other benefits. Extensions and/or renewals of temporary positions shall be reposted unless the Parties agree otherwise.

The postings of temporary vacancies under this section, 16(g), shall identify, with as much precision as reasonably possible, the particular work the successful applicant will be performing.

**17. LAYOFFS AND RECALLS**

**(a) Definition of Lay Off**

- (i) Except for Permanent Auxiliary employees covered by subsection(ii), a lay off is defined as a reduction in the permanent work force, or a reduction in the hours of work of permanent employees.
- (ii) Permanent Auxiliary employees [as defined in clause 1(c)] are deemed laid off when they do not actually work for thirty (30) consecutive calendar days or longer.

**(b) Role of Seniority in Lay Off**

- (i) Both Parties recognize that job security shall increase in proportion of length of service.

- (ii) Permanent employees, other than Permanent Auxiliary employees, shall be laid off in the reverse order of their bargaining unit-wide seniority and may bump any employee with less seniority providing the senior employee is qualified to perform the available work.
- (iii) Permanent Auxiliary employees shall also be laid off in the reverse order of their seniority and may bump any other Permanent Auxiliary employee in their own particular departmental grouping [as defined in clause 1(c)(iv)], provided the junior employee has less seniority and provided further that the senior employee is qualified to perform the work of the employee being bumped.
- (iv) The above right to bump includes the right to bump down or laterally. The Employer must be notified within five (5) days by the Union or the employee of where the bumping will occur; unless such notice is not reasonably possible. Any employee displaced by this procedure shall be entitled to the same bumping rights.
- (v) Should a layoff occur in any department, the temporary and casual employees working in such department shall be terminated prior to the department's permanent employees being laid off (including Permanent Auxiliary employees), provided such permanent employees are qualified to perform the work in question. Permanent employees (including Permanent Auxiliary employees) who displace temporary or casual employees under this subsection shall be eligible for recall while working in such temporary or casual capacity. When the temporary or casual work comes to an end, the permanent employee performing such work shall be laid off and placed on the recall list, at that time.

Permanent employees will have recall rights to permanent positions and permanent auxiliaries will have recall rights to Permanent Auxiliary assignments.

**(c) Advance Notice of Lay Off**

- (i) Unless legislation is more favourable to the employees, the Employer shall notify permanent employees who are to be laid off, other than Permanent Auxiliary employees, thirty (30) calendar days prior to the effective date of layoff, or award pay in lieu thereof.
- (ii) Permanent auxiliary employees shall be given as much notice as operationally possible when they are to be placed in a "no work" situation.

**(d) Recall Procedure**

Laid off permanent employees including Permanent Auxiliary employees shall be recalled in the order of their seniority, provided they are qualified to perform the available work. Where an employee has been laid off and is subsequently recalled for temporary work of less than thirty (30) calendar days duration, and upon completion of such temporary work the employee is again laid off, recall rights shall not be extended and sub-section (c) above shall not apply.

**(e) No New Employees**

New employees shall not be hired until those laid off have been given an opportunity of recall as per clause (d) above.

**(f) Designation of Classifications**

The Employer and the Union may agree to designate certain job classifications as open to the exercise of bumping rights by senior permanent employees, other than Permanent Auxiliary employees, who are qualified to perform the work although currently occupying a lower rated classification. Such classifications agreed upon shall be set out in Schedule (d).

**18. HOURS OF WORK**

**(a)** The hours of work for all employees covered by this Agreement shall be as follows:

A normal working week shall consist of five (5) normal working days Monday through Friday except for those employees covered in sub-section (d).

**(b)** A normal working day for outside employees shall commence at 8:00 a.m. and terminate at 4:30 p.m. with one-half (½) hour off for lunch, subject to change in case of emergency or necessity at the discretion of the Department Manager or their duly appointed assistants.

**(c)** A normal working day for inside employees shall consist of seven (7) working hours between the hours of 8:00 a.m. and 5:00 p.m. with a lunch period of one (1) hour, except for those employees referred to in sub-section (d).

**(d)** A normal working week and work day for the following classified employees shall be as follows. Work schedules shall be posted three (3) working days prior to their commencement.

- (1) Service Person - Night Patrol, Custodians and Arena Staff (including Maintenance Worker, Arenas):  
8:00 a.m. to 8:00 a.m. - Sunday through Saturday  
8 hour day - 40 hour week
- (2) Fleet Maintenance Mechanic, Trades Assistant:  
6:00 a.m. to 8:00 p.m. - Monday through Friday  
8 hour day - 40 hour week
- (3) Street Sweeper:  
5:00 a.m. to 1:00 p.m. - Friday through Tuesday  
8 hour day - 40 hour week
- (4) Water Technician:  
8:00 a.m. to 4:30 p.m. - Sunday through Saturday  
8 hour day - 40 hour week
- (5) Recreation Staff:  
8:00 a.m. to 11:00 p.m. - Sunday through Saturday  
8 hour day - 40 hour week

- (6) Aquatic Staff:  
5:00 a.m. to Midnight (3:00 a.m. on occasion) - Sunday through Saturday  
8 hour day - 40 hour week
  - (7) Cashiers:  
5:30 a.m. to 10:00 p.m. - Sunday through Saturday  
8 hour day - 40 hour week
  - (8) Recreation Facilities - Clerks:  
8:00 a.m. to 9:00 p.m. - Monday through Friday  
(Monday through Saturday at Beban and Oliver Woods)  
7 hour day - 35 hour week - no split shifts for permanent full-time employees
  - (9) Police Records Clerk:  
8:00 a.m. to 11:30 p.m. - Sunday through Saturday  
7 hour day - 35 hour week  
(subject to LOU #3 – 12 hour shifts)
  - (10) Police Records Supervisor:  
7:00 a.m. to 11:00 p.m. - Sunday through Saturday  
7 hour day - 35 hour week
  - (11) Computer Support Positions:  
8:00 a.m. to Midnight - Monday through Saturday  
7 hour day - 35 hour week  
(Does not apply to employees hired prior to January 1, 1996)
  - (12) Bylaw Officer:  
8:00 a.m. to 5:00 p.m. - Monday through Friday  
(Saturday and Sunday – on occasion)  
7 hour day - 35 hour week
- (e)** Nothing in this Article shall be construed in such a manner as to prevent the Employer from changing the normal work week or the normal work day for employees in subsection 18(d) on an on-going basis either to provide new or improved services provided that where such a change is made, the Union and the employee will be provided with at least fifteen (15) calendar days advance notice.
- (f)** If the Employer develops an operational need to move an employee covered by either 18(b) or 18(c) above into the provisions of Section 18(d) no such change will be implemented until mutual agreement has been reached by the Parties.
- (g) Rest Periods**
- The Employer shall arrange that during each working day there shall be two (2) ten (10) minute rest periods for all employees.
- (h)** Prisoner Guards, in consideration of the unique requirements of their positions, will remain at their stations of work and shall receive an additional one-half hour per shift worked at regular rates, which will be banked to the employee's credit and taken as time off at a mutually acceptable time or paid out upon request.
- (i)** Flexible working schedules deviating from those specified in this Agreement may be established to meet the unique operating circumstances of different functions or groups with the mutual agreement of the Employer, the Union and the employee(s) affected.

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**(j) Reporting Pay**

Employees performing recreational instruction in the Parks and Recreation Department who report for work on a regularly scheduled shift shall be paid a minimum of two (2) hours' pay at the applicable straight-time rate if they do not commence work and a minimum of four (4) hours' pay at the applicable straight-time rate if they commence work. This does not apply to school students and part-time employees.

School students who report for work on a school day shall be paid a minimum of two (2) hours' pay at the applicable straight-time rate if they commence work. School students who report for work on a non-school day shall be paid a minimum of two (2) hours' pay at the applicable straight-time rate if they do not commence work, and a minimum of four (4) hours' pay at the applicable straight-time rate if they commence work.

Employees, other than full-time employees, performing recreational instruction in the Parks and Recreation Department, who report for work on a regularly scheduled shift, shall be paid a minimum of one and one-half (1½) hours' pay at the applicable straight-time rate if they commence work. The Employer shall endeavour to provide these employees with greater than this minimum when they commence work on a regularly scheduled shift, provided such extra work already exists within their classification and operational requirements permit.

With the exception of shifts set out above, an employee who is directed by the Employer to attend mandatory training or mandatory meetings on a scheduled day off will receive a minimum of two (2) hours pay.

All other regular work assignments, with the exception of the above, will be a minimum of four (4) hours.

**(k) Split Shifts**

An employee's shift cannot be split if the length of time the employee is required to be on his/her own time between each split is one (1) hour or less. In addition, there shall be a maximum of one (1) split in any shift. Split shifts shall not be over a period of twelve (12) hours and the cumulative time worked will be a minimum of four (4) hours within a twelve (12) hour period.

**19. OVERTIME**

- (a)** Overtime shall be defined as all work in excess of the applicable normal and/or regularly scheduled work day or the applicable normal and/or regularly scheduled work week as set out in Article 18.
- (b)** Overtime rates shall be time and one-half (1½x) for the first three (3) hours and double time (2x) thereafter for each assignment.
- (c)** All overtime performed by employees on Saturdays, Sundays and statutory holidays shall be paid at the rate of double time (2x), with the exception that overtime performed between the hours of 8:00 a.m. and 4:30 p.m. on Saturdays shall be paid at the rate of time and one-half (1½ x). This Section does not apply to employees who are required to work on Saturdays and/or Sundays as part of their regularly scheduled hours of work. Double time (2x) on statutory holidays shall be in addition to statutory holiday pay.

**(d)** In the event an employee is called back to work from annual vacation for emergency duty, the employee shall be paid at the rate of double time for the number of days worked and shall also be entitled to receive the unused number of days of annual vacation credits remaining when recalled for duty. If an employee is called back for emergency duty for only one day or part of any week of annual vacation, the employee will be permitted to work the balance of that week and shall be paid double time (2x) for the number of days worked. The employee shall also be entitled to receive the unused number of days of annual vacation credits remaining when called back for emergency duty.

**(e) Accumulated Overtime**

Union personnel will be allowed to accumulate up to a maximum of eighty (80) hours overtime in the calendar year.

No time off will be allowed in lieu of overtime between June 1<sup>st</sup> and September 1<sup>st</sup> unless a waiver of these regulations is obtained from Senior Management and must be attributable to extenuating circumstances.

All accumulated overtime shall be taken as time off at a mutually acceptable time no later than May 31<sup>st</sup> of each year, for the previous years' overtime.

Any accumulated time left at the end of May 31<sup>st</sup> shall be paid out in June at the employee's current classified rate.

**(f)** In addition to the overtime bank, Prisoner Guards will be allowed to accumulate up to a maximum of ninety-six (96) meal break hours accumulated under the provision of clause 18(h).

All this accumulated time shall be taken as time off at a mutually acceptable time or paid out upon request.

**(g)** Overtime that is not contiguous with a scheduled shift shall be allocated on the basis of seniority among the members of the applicable crew(s) who normally perform the work in question.

**(h)** Overtime that is contiguous with a scheduled shift shall normally be worked by the employee(s) who are actually performing the work in question at straight time on the scheduled shift. If two (2) or more employees are actually performing the work in question, seniority shall apply.

**20. SHIFT WORK**

**(a)** When additional or varying shifts including departures from those specified in clause 18(d) are required, seven and one-half (7½) hours work shall constitute a full shift for which eight (8) hours pay at regular rates will be paid.

**(b)** When additional or varying shifts including departures from those specified in clause 18(c) are required, six and one-half (6½) hours work shall constitute a full shift for which seven (7) hours pay at regular rates will be paid.

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**21. HOLIDAYS**

- (a) All employees shall, in addition to such special holidays as may be declared from time to time by the Employer or the Federal or Provincial Governments, be entitled to the following statutory holidays with pay:

New Year's Day	British Columbia Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

The rate of pay for statutory holidays will be the same as that paid on the immediate preceding working day provided, however, that if an employee did not work on such preceding working day, the rate shall be in accordance with their regular classification.

In the case of special and Statutory Holidays occurring while an employee is on annual holidays, the employee shall be granted extra days off with pay in lieu of such holidays.

When any of the above noted holidays fall on a Saturday or Sunday and is not declared or proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding Monday is declared or proclaimed a holiday) shall be deemed to be the holiday for the purpose of this Agreement. Alternate arrangements to the above may be made by mutual agreement between the Parties.

- (b) In a seven (7) day operation, statutory holidays are to be observed on the actual day of the holiday.
- (c) When an employee's regular day off falls on a general holiday or on the day designated for a general holiday where applicable, the employee shall be entitled to a day off with pay in lieu of the holiday, to be taken at a mutually agreeable future date.
- (d) When an employee is required to work on a general holiday or on the day designated for a general holiday where applicable, the employee shall be paid at the applicable overtime rate, plus they shall be entitled to a day off with pay in lieu of the holiday, to be taken at a mutually agreeable future date.

**22. VACATIONS**

Should interpretation be required, the Employment Standards Act will be referred to.

- (a) Vacation entitlement shall be based on a calendar year, in accordance with provisions of clause (c) of this Article. Permanent employees shall be eligible for their full entitlement commencing January 1st of each calendar year, to be paid at the classified rate for that year. Employees shall use their entitlement in the current year, to be scheduled during mutually agreed time periods.
- (b) Vacation entitlement must be taken as time off only. This notwithstanding, when for operational or health reasons, an employee cannot take their vacation in any year, the employee shall be paid out for all such vacation not taken as soon as operationally possible following December 31st of that year, except for vacation carried over as below.



This payout does not apply when an employee has commenced their vacation and subsequently becomes sick or injured during such vacation. The Employer may require employees to provide medical documentation certifying that they have such health problems.

- (c) All permanent employees shall receive annual vacation as follows:

During calendar year	# of weeks	% of regular wages
first (1 <sup>st</sup> )	3	6%
	pro-rated at	
second to fifth (2 <sup>nd</sup> - 5 <sup>th</sup> )	3	6%
sixth to thirteenth (6 <sup>th</sup> - 13 <sup>th</sup> )	4	8%
fourteenth to twentieth (14 <sup>th</sup> - 20 <sup>th</sup> )	5	10%
twenty-first and subsequent (21 <sup>st</sup> +)	6	12%

- (d)

(i) All Permanent Full-Time (PFT), Permanent Part-Time (PPT) and Permanent Auxiliary (PA) employees who have used a minimum of three (3) weeks of vacation by December 31<sup>st</sup> per clause 22(b) of the Collective Agreement will automatically have up to one (1) week (5 days) of remaining vacation moved into vacation carry forward to be taken as time off before retirement. All other remaining vacation will be temporarily moved to Prior Year Vacation to be used by March 31<sup>st</sup> of the following year.

(ii) If at March 31<sup>st</sup> of that following year, an employee still has outstanding Prior Year Vacation, the following will apply:

1. If the employee has one (1) day or less remaining, this will be paid out to the employee as soon as operationally possible.
2. If the employee has more than one (1) day remaining management will schedule such time at management's discretion.

(iii) Any PFT, PPT or PA employees who have not used a minimum of three (3) weeks' vacation by December 31<sup>st</sup> will be ineligible for vacation carry forward. Such employees will still have until March 31<sup>st</sup> of the following year to use their vacation, and the guidelines in 22(d)(ii)(1) and (2) above will apply to any vacation remaining unused by March 31<sup>st</sup>.

(e) The rate paid on vacation or banked time off shall be the employee's classified rate of pay. At the end of each calendar year, the City will review the rate paid to an employee while on vacation or banked time, to ensure that such time off has been compensated at the employee's regular wage for that past year. The regular wage is the average hourly rate calculated using all wages excluding premiums, overtime and standby pay. Where the vacation or banked time has been paid at a rate below the regular wage, the employee will be credited with additional current year vacation hours to compensate for the difference.

(f) Senior employees shall be given preference in the selection of vacation periods, provided the Employer is advised of the selection of periods by March 15. The Employer shall make all reasonable efforts to provide a response on or before March 31<sup>st</sup>.

- (g) Employees may elect to take vacation during separate periods, rather than during one unbroken period, provided the periods are a minimum of one full work week, or multiples of a full work week. Notwithstanding this clause, the Employer may, at its discretion, allow vacation to be taken in periods of less than one week, but in no case shall any such period be less than one full hour.
- (h) The Employer agrees that an employee's rest days immediately preceding and/or immediately following and contiguous with a period of vacation or a holiday when such holiday is included in the period of vacation, are an employee's free time to be enjoyed at the employee's discretion as part of the vacation break. This clause does not apply to the use of any banked time off.

### 23. SICK LEAVE PROVISIONS

- (a) All permanent employees shall be entitled to an aggregate of eighteen (18) days sick leave with pay in each calendar year to be used only where the illness or injury, which is not compensable under the *Workers' Compensation Act*, of any such employee, incapacitates such employee to the extent of rendering such employee incapable of carrying out regular employment with the Employer. Temporary employees shall receive annual sick leave with pay pro-rated on the basis of the average daily hours paid in the calendar month, to a maximum of one and one-half (1½) days, provided that in no case shall the aggregate of such sick leave exceed eighteen (18) working days in any one calendar year.

An employee may be required by the Employer to produce a Certificate from a qualified Medical Practitioner for any illness, or a Formal Declaration, certifying that such employee is unable to carry out duties due to illness or non-compensable accident. Where such Medical Certificate or Declaration is not produced, there shall be no sick pay allowed. The Employer shall pay the fee, if any, charged by the doctor to furnish such Medical Certificates.

- (b) In addition to the annual sick leave to which any employee is entitled under this Section, employees shall be entitled to any accumulated sick leave standing to their credit as provided in the following sub-section, provided that in any case where there is an accumulation of sick leave, any sick leave used in any calendar year shall not be taken from such accumulation until the sick leave to which the employee is entitled in respect of that year has been exhausted.
- (c) In addition to existing sick leave credits, employees shall receive one hundred percent (100%) accrual of unused sick leave allotment for their future benefit during their term of employment with the Employer up to a maximum of one hundred twenty (120) days.
- (d) Any employee who is considered by the Employer to be guilty of abusing the privileges of this Article may be immediately suspended by the Employer.
- (e) All permanent employees after completion of seven (7) years continuous service, shall, upon retirement, other than voluntary severance of service or dismissal for cause, be paid a gratuity for the unused balance of sick leave, if any, due them at that time up to a maximum of sixty (60) days. In the event of death of any employee before retirement, a gratuity based on the unused balance of sick leave shall not be paid to an estate, but shall be paid to a surviving spouse, or in the event of there being no surviving spouse, be paid at the discretion of the Employer to a child, brother, sister or parent of such employee who was dependent on the employee for support at the time of death.

- (f) Gratuity payments for unused sick leave as shown in clause 23(e) shall not be affected by the Act providing an employee meets the other requirements for retirement as defined in the *Public Sector Pension Plans Act*.
- (g) Except as provided below, the rate paid on sick leave shall be the employee's classified rate of pay. In the event that an employee becomes ill while working in a temporary or substitution pay position, the rate of pay while on sick leave shall be the rate applicable on the last day worked prior to the sick leave, provided in the case of substitution pay only, the employee has been substituting in such position a minimum of five (5) working days. This rate shall apply only for the duration of the period that the employee would have worked in the temporary or substitution position.
- (h) **Sick Leave Bank**
- (i) Each permanent employee shall contribute annually to the Sick Leave Bank, a sufficient number of days to maintain the Sick Leave Bank, provided that in no case shall an employee be required to contribute more than five (5) days annual sick leave in any one year nor shall the contribution collectively result in an accumulation of more than five hundred (500) days.
- This provision is subject to three (3) days in accordance with Letter of Understanding #16 EI Rebate.
- (ii) Application for an allotment from the Sick Leave Bank may be made by a permanent employee who has suffered a major illness or who has suffered a major injury which is not compensable under the Workers' Compensation Act and shall be submitted to the Union Executive and shall be subject to the approval of the said Executive.
- (iii) The Union Executive shall be empowered to review the history of the members' sick leave use, and where it is shown there has been abuse of sick leave credits the Union Executive may turn down the request or consider granting a portion thereof. All applications are to be made in writing, accompanied by the appropriate medical evidence, including estimate of time needed. The Employer shall provide the employee's record of sick leave use upon request by the Union. In the event the Employer has a concern regarding any allotment from the Sick Leave Bank, it may recommend an alternative allotment to the Union Executive, which recommendation shall not be unreasonably denied. Employees are granted time from the Sick Leave Bank with the result that they shall be off more than 120 calendar days while waiting approval of their Long Term Disability (LTD) claim, shall have their pay reduced to sixty percent (60%) of their normal rate from day 120 onward, until such time as the status of their LTD application has been determined. In the event the employee's claim is rejected, the Employer shall reimburse the forty percent (40%) to the employee.
- (iv) No allotment from the Sick Leave Bank shall be approved unless and until the employee concerned has exhausted their entire annual and accrued sick leave allotment and their earned to date annual vacation, excluding vacation banked from previous years.
- (v) The number of days sick leave to be allotted from the Sick Leave Bank shall be determined by the Union Executive, but in no case shall such allotment exceed seventy-five (75) working days in respect of any one illness. Employees shall not

be eligible to receive any allotment from the Sick Leave Bank after they have completed the waiting period for receipt of LTD benefits.

Should the Long Term Disability Plan be discontinued, the Sick Leave Bank allotment shall increase to one hundred (100) days.

- (i) Sickness or disability resulting from an accident suffered or incurred while engaged in carrying out duties shall not constitute a ground for the discharge of any employee, provided it is possible for such employee, in the opinion of the Medical Officer of the Employer to, upon recovery, carry on duties in the service of the Employer and if the said Medical Officer is of the opinion that the employee is physically and mentally fit to perform the duties of such position, such employee shall continue in the position held prior to such sickness or accident.

## **24. LEAVES OF ABSENCE**

### **(a) Paid Union Business**

Time off with pay shall be granted to official representatives of the Union, upon application to and permission of the Director of Human Resources when it becomes necessary to transact local business with the Employer in connection with matters affecting the members of the Union. Such time off shall not be unreasonably denied or delayed.

### **(b) Unpaid Union Business**

Leave of absence may be granted without pay upon request to the Employer, to employees elected or appointed to represent the Union on Union business. Such permission will not be unreasonably withheld. Payment of wages will be as normal with the Union reimbursing the Employer for wage loss with a twenty-five percent (25%) upload fee.

### **(c) Leave for Union Members**

Any employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, or who is elected to public office may be granted leave of absence by the Employer for a period of one (1) year. Such leave may be renewed each year during their term of office.

On the employee's first request for such leave of absence, the leave shall not begin until a suitable replacement is found, if required. When the employee returns to work, they shall return to a position at the same rate of pay (includes negotiated changes) as the position vacated.

### **(d) Bereavement Leave**

All permanent and probationary employees shall be entitled to a maximum of five (5) working days bereavement leave in case of death in their immediate family. Immediate family shall include the father, mother, spouse, common-law spouse, children, step-children, brothers, sisters, parents-in-law, sister-in-law, brother-in-law, step-parents, grandchildren and grandparents of an employee. In this Article, sister-in-law, brother-in-law, parents-in-law, and step-parents include married and common-law relationships.

Common-law spouse as used in this Article shall mean a person who continues to and has co-habitated with an employee for a period of at least one year and who is publicly represented as a spouse.

**(e) Family Illness**

Employees shall be entitled to use a maximum total of five (5) days of their annual sick leave entitlement per year, irrespective of the number of individuals or incidents involved, in the case of illness of a dependent child, when no one at an employee's home other than the employee can provide for the needs of such child, or in the case of serious illness of other members of an employee's immediate family, as defined in clause 24(d).

This provision has been amended to three (3) days in accordance with Letter of Understanding #16 and Letter of Understanding #13 EI Rebate.

**(f) Exceptions During Vacation**

When an employee qualifies for bereavement leave or is admitted to hospital during their period of vacation, there shall be no deduction from their 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.

**(g) Jury Duty**

Any employee serving as a juror or court witness shall sign over jury or court witness pay to the Employer and shall receive from the Employer in lieu thereof, pay at the regular rate for the time for which jury or court witness pay applies.

**(h) General Leave**

Leave of absence without pay may be granted to employees for good and sufficient cause, upon written application to the Employer.

**(i) Promotion to Management Position**

Any member promoted from within the bargaining unit to a management position shall be granted a leave of absence of one year with the right to return as a member of the bargaining unit within such time without loss of benefits or seniority.

Where the promotion to a management position is the result of a maternity/parental leave replacement, or backfilling for another employee as a result of such a replacement, the leave of absence will be granted for the length of time equivalent to the maternity/parental leave.

**(j) Pregnancy Leave**

- (i) A pregnant employee who requests leave under this sub-section is entitled to up to seventeen (17) weeks of unpaid leave
  - (1) beginning:
    - a. no earlier than thirteen (13) weeks before the expected birth date, and
    - b. no later than the actual birth date, and

- (2) ending:
  - a. no earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period, and
  - b. no later than seventeen (17) weeks after the actual birth date.
  
- (ii) An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.
  
- (iii) An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under subsection (i) or (ii) above.
  
- (iv) A request for leave must:
  - (1) be given in writing to the Employer,
  - (2) if the request is made during the pregnancy, be given to the Employer at least four (4) weeks before the day the employee proposes to begin leave, and
  - (3) if required by the Employer, be accompanied by a Medical Practitioner's Certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (iii) above.
  
- (v) A request for a shorter period under subsection (i)(2)a. above must:
  - (1) be given in writing to the Employer at least one (1) week before the date the employee proposes to return to work, and
  - (2) if required by the Employer, be accompanied by a Medical Practitioner's Certificate stating the employee is able to return to work.

### **Employment during Pregnancy**

The Employer shall not deny a pregnant employee the right to continue employment during the period of pregnancy when duties can reasonably be performed. The Employer may require proof of the employee's capability to perform normal work through the production of a Medical Certificate.

### **(k) Parental Leave**

- (i) An employee who requests parental leave under this section is entitled to:
  - (1) for a birth mother who takes pregnancy leave under sub-section 24(j) above in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to sixty-one (61) consecutive weeks of unpaid leave beginning immediately after the end of the pregnancy leave taken under sub-section 24(j) above, unless the Employer and employee agree otherwise;
  - (2) for a birth mother who does not take pregnancy leave under sub-section 24(j) above in relation to the birth of the child or children with respect to

- whom the parental leave is to be taken, up to sixty-two (62) consecutive weeks of unpaid leave beginning after the child's birth and within seventy-eight (78) weeks after the event;
- (3) for a birth father, up to sixty-two (62) consecutive weeks of unpaid leave beginning after the child's birth and within seventy-eight (78) weeks after that event; and,
  - (4) for an adopting parent, up to sixty-two (62) consecutive weeks beginning within seventy-eight (78) weeks after the child is placed with the parent.
- (ii) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (i).
- (iii) A request for leave must:
- (1) be given in writing to the Employer;
  - (2) if the request is for leave under clause i (1) or (2), be given to the Employer at least four (4) weeks before the employee proposes to begin leave, and
  - (3) if required by the Employer, be accompanied by a Medical Practitioner's certificate or other evidence of the employee's entitlement to leave.
- (iv) An employee's combined entitlement to leave under this clause 24(k) and pregnancy leave under clause 24(j) is limited to seventy-eight (78) weeks, plus any additional leave the employee is entitled to under clause 24(j)(iii) or clause (ii) of this section.

**(I) Employment Deemed to be Continuous**

- (i) The services of an employee who is on pregnancy/parental leave under this Article are deemed to be continuous for the purposes of:
- (1) calculating annual vacation entitlement, and
  - (2) any pension, medical or other plan beneficial to the employee.
- (ii) In the following circumstances, the Employer must continue to make payments to the health and welfare benefit plans and pension as though the employee was not on leave:
- (1) if the Employer pays the total cost of the plan;
  - (2) if both the Employer and the employee pay the cost of the plan and the employee chooses to continue to pay the employee's share of the cost.
- (iii) The employee is entitled to all increases in wages and benefits the employee would have been entitled to had the leave not been taken.
- (iv) Subsection (i) above does not apply, if the employee has, without the Employers consent, taken a longer leave than is allowed under sections 24(j) and 24(k) above.

**25. PAYMENT OF WAGES AND ALLOWANCES**

(a) When any employee is sent to perform duties contracted for by the Employer, they shall be paid the Union rate in that classification.

**(b) Call Out Pay**

(i) Defined - Call Out is defined as unscheduled overtime work which is not contiguous to an employee's scheduled shift.

(ii) Employees required to work on "call out" shall be paid for four (4) hours at regular rates of pay or for the actual time worked at applicable overtime rates, whichever is the greater, it being agreed that routine maintenance of flares, warning lights and barricades shall not be regarded as "call out".

(iii) Call out will be allocated on the basis of seniority among those in the applicable crew/work unit who normally perform the work.

**(c) Cemetery Work Bonus**

All time worked on exhumations in the public cemetery shall be paid for at the rate of double time.

**(d) Overtime Meal Allowance**

An employee shall be entitled to receive a meal allowance in the amount of seventeen dollars (\$17.00) as outlined below:

(i) The definition of a normal working day is defined in clauses 18(b) & (c), seven (7) or eight (8) hours as appropriate. One meal period is normally scheduled during a normal working day.

(ii) A meal allowance is intended to compensate an employee for the expense of a meal during short notice overtime shifts. When any overtime shifts are offered less than twenty-four (24) hours before the start of the overtime, one meal allowance will apply at three (3) hours of overtime worked and each additional four (4) hours of overtime worked thereafter.

(iii) Under no circumstances will a meal allowance apply during regularly scheduled shifts.

**(e) Rates for Lead Hand**

When the Employer requires an employee to perform some of the duties of a supervisory nature, compensation in the form of one pay level increase from the employee's regular rate of pay will apply and in the following circumstances.

(i) When an employee is directed to perform these tasks by a representative of the Employer.



- (ii) When an Employer's representative is unavailable and cannot be reached or communicated with by radio, telephone, or message for a period in excess of four (4) hours.
- (iii) This Article is not intended to interfere with or compromise the practice of substitution pay where applicable as per this Agreement.

**(f)**

- (i) Wage Schedule A & B

The rate of pay for all employees shall be on an hourly basis. A starting rate of ninety-five percent (95%) shall be paid to all new Schedule A & B employees during their first sixty (60) days actually worked following their initial date of employment.

- (ii) Wage Schedule C (Seasonal and Casual)

The rate of pay for all employees in Schedule C shall be paid on an hourly basis.

**(g) Substitution Pay**

When an employee is required by an official of the Employer to perform the duties of any position superior to that occupied by them for any reason, they shall receive increased pay for the period so worked at the minimum rate of pay for their superior. Provided, that such minimum is greater than already received and provided further that if an employee works one-half (½) a normal work day at a higher classification, they will receive the higher rate for the day. Schedules A & B employees shall receive substitution pay at their applicable increment while substituting within Schedules A & B for the period so worked. A substitution shift resulting in the employee working increased hours (e.g. 7 hour to 8 hour shift) shall not result in overtime premium. When substitution pay is assigned under this section 25(g) in the case of non-supervisory positions, the Employer shall consider seniority from among those permanent employees who are actually at work at the time in the applicable crew or work unit, provided the employee to be selected has the knowledge, skill and ability to immediately perform the work in question.

**(h) Direct Deposit**

All new permanent full-time employees shall be paid every second Friday by means of a direct deposit payroll system.

**(i) Subrogation Rights**

An employee may use sick leave credits for time lost through accidental injuries provided that if they should later make a claim or commence an action for damages against a third Party in respect of such injuries, they shall include therewith a claim for loss of wages and cost of benefits and shall reimburse the City to the extent that they recover in respect of the claim for loss of wages and cost of benefits less any reduction for legal fees and/or liability for the accident. After receipt of such monies the City shall credit the employee with the number of sick days equivalent thereto and any resultant gratuity days to which they may be entitled.

**(j) Recovery of Overpayments**

If an employee has been overpaid, the Employer will notify the employee and the Union as soon as the overpayment has been discovered. The Employer, employee and a Union representative will meet as soon as possible to establish an agreed upon repayment plan.

**(k) Standby Allowance**

On occasion, there is a requirement for employees to be available for call out during non-working hours. When employees have been authorized for standby in a scheduled rotation or for specific circumstances by their management supervisor the following will apply:

- (i) Employees may be assigned the responsibility to be available to respond to authorized calls when not on shift.
- (ii) Pagers or cell phones may be provided for this purpose.
- (iii) For each regular working day this employee is on call, the designated employee will be paid two (2) hours wages at their regular rate of pay.
- (iv) For each non-working day the employee is on call, the designated employee will be paid three (3) hours wages at their regular rate of pay.
- (v) If the employee is required to report to work as a result of a call, the employee will receive pay in accordance with section 25(b) of this Agreement.
- (vi) If an employee is performing substitution for a position superior to their regular position, standby will apply if authorized through scheduled rotation for the substituted position.
- (vii) When the Employer requires employees to carry a pager, it will be assigned on a week by week rotational basis to supervisors (including Foremen) within the applicable work unit or section (as determined by the Employer) who have the required skill, knowledge and ability to successfully deal with the after hours work situations that may arise. When there are an insufficient number of supervisory employees in the work-unit or section, as applicable, to provide the coverage required by the Employer, the Employer shall add non-supervisory employees from the work-unit or section to the rotation, provided they have the required skill, knowledge and ability to successfully deal with the work situations that may arise, seniority considered. The number of non-supervisory employees to be added shall be determined by the Employer following discussions with the supervisors in the applicable work unit or section. Each pager rotation of bargaining unit employees required to carry a pager (per work unit or section as established by the Employer) shall comprise not less than three (3) employees.

**(l) Tool Allowance**

Permanent employees required by the Employer to supply their own tools, as a condition of employment, shall be paid a tool allowance of three hundred fifty dollars (\$350.00) per calendar year. In addition, eligible employees shall be entitled to the cost of replacements for lost, stolen and/or damaged tools occurring as a result of employment with the City.

Temporary employees who are appointed to a posted temporary position shall also be eligible for this allowance. The allowance shall be prorated consistent with the temporary assignment duration.

**(m) Safety Footwear Allowance**

The Employer shall reimburse permanent benefitted employees for the purchase or repair of steel-toed safety boots or approved safety foot wear, to a maximum of three hundred dollars (\$300.00) every twenty-four (24) months.

**(n) Snow Plowing Allowance**

Operators required to drive equipment involved in sanding and salting or in plowing snow shall be paid an allowance of one dollar (\$1.00) per hour for time actually worked on straight-time shifts while doing so only. This allowance shall not be paid on overtime shifts.

**(o) Certifications, Memberships, Tickets, Licences**

Employees who are required as a condition of employment to have certifications, memberships, tickets or licences are eligible for the following provisions:

- (i) The Employer is committed to providing training within established training budgets, recognizing that training is primarily provided to employees to meet the requirements of their own jobs.
- (ii) The fees, dues, tuition, etc. for the membership, ticket or licence shall be paid by the Employer provided the employee successfully completes the requirements for obtaining/maintaining the membership, ticket or licence, as applicable.
- (iii) Employees covered by this section may apply along with all other employees to be covered by various training budgets that the Employer may establish from year to year. Employees approved by the Employer at its discretion to receive funds from its training budgets may, on a case-by-case basis, receive paid time off during their normal working hours (no overtime) to receive approved training.

**(p) Training and Development**

The Employer may fund all or a portion of the fees and expenses required for employees to attend training and development activities that are not required for the performance of their positions. Employees who receive such funding in the amount of two thousand dollars (\$2000.00) or more in any twenty-four (24) month period shall reimburse the Employer in the following circumstances:

- (i) They do not successfully complete the training in question, or
- (ii) They voluntarily leave the service of the Employer within two (2) years of completing the training before voluntarily leaving during the requisite two (2) year period.

**(q) Swimwear Allowance**

Permanent employees required to wear swimsuits in performing their duties for the Employer shall be entitled to a one hundred twenty-five dollar (\$125.00) swimsuit/wetsuit allowance per annum toward the cost of mutually agreeable swim wear. Temporary and casual employees shall be entitled to a swimwear allowance that is fifty percent (50%) of the above permanent employee allowance.

**(r) Rain Gear**

The Employer will reimburse permanent full-time employees who normally work outside as part of their job duties, and are listed on Schedule "A" up to fifty dollars (\$50.00) once every two (2) years towards the purchase of rain gear upon presentation of receipt.

**26. HARASSMENT**

**(a)** The Employer and the Union both recognize the right of employees to work in a harassment free environment.

**(b)** For purposes of this Article, "harassment" means:

(i) Any unwelcome conduct of a sexual nature, whether intentional or unintentional, that detrimentally affects the work environment or leads to job-related consequences for the victim(s) of the harassment.

(ii) Any discriminatory behaviour at or related to the workplace, whether intentional or unintentional, that denies an individual their dignity and respect or affects their job security by creating an intimidating, offensive, embarrassing or humiliating work environment.

**(c)** Nothing in this Article is to be interpreted or applied so as to limit or restrict in any way the Employer's ability to exercise, in good faith, its managerial rights and responsibilities.

**27. JOB CLASSIFICATION AND RECLASSIFICATION**

**(a)** The Employer will establish job classifications in its operation and the employees appointed to each of such classifications will be paid for all time worked with the Employer while so classified, at the prevailing rate of pay for each such classification. The Employer will endeavour to maintain the number of employees assigned to each classification. A reduction in the number of employees rated in any classification will only be made in the event that the Employer considers such a reduction to be justified owing to the fact that the number of employees in such classification cannot be gainfully employed as such.

**(b)** In the event of reduction in classification the employee so affected shall have the opportunity to bump in accordance with Article 17.

**(c)** Job classifications not covered by the Joint Job Evaluation Maintenance Plan shall be subject to the following:

When the duties of any job are materially changed, or where the Employer or the Union and/or employee feels a job is incorrectly classified, or when a new job within the

bargaining unit is created or established, the rate of pay shall be reviewed, and subject to negotiations between the Employer and the Union. If the Parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the new position was first filled by an employee or, in the case of a revised job, the date upon which the material change occurred.

- (d) Effective on January 1, 2015, job classifications covered by the new Joint Job Evaluation Plan shall be subject to the Memorandum of Agreement dated January 1, 2015.
- (e) The Employer will prepare and submit to the Union a job description for all present Union classifications and for any new Union classification developed during the term of this Agreement.
- (f) The Employer will prepare and submit semi-annually to the Union a computer printout showing members' names, job titles, seniority dates and rates of pay of Union members.

## **28. EMPLOYEE BENEFITS**

### **(a) Pensions**

- (i) All employees shall be advised three (3) months in advance of the latest date they can begin to receive their monthly pension.
- (ii) The Employer and eligible employees shall be covered by the terms of the Municipal Pension Plan rules made under the Municipal Pension Plan Joint Trustee Agreement pursuant to the authority of the *Public Sector Pension Plans Act*.

### **(b) Medical Insurance**

- (i) The monthly contributions for coverage under the Medical Services Plan of B.C. and the Extended Health Benefit Plan on behalf of all permanent employees covered under such plans shall be one hundred percent (100%) Employer paid.
- (ii) The monthly contributions to the Dental Plan on behalf of all permanent employees covered under the Medical Services Contract, shall be paid one hundred percent (100%) by the Employer. This plan shall include orthodontic coverage reimbursed by the carrier at the rate of fifty percent (50%) of its approved fee schedule, to a lifetime maximum of three thousand five hundred dollars (\$3500.00) for each dependent child, as defined in the plan documents.
- (iii) The Extended Health Benefit Plan shall include Vision Care coverage in the amount of four hundred dollars (\$400.00) every two (2) years, exclusive of optometrist fees. The premium cost for this coverage shall be paid one hundred percent (100%) by the Employer, provided the employee's share of the EI rebate has first been applied to the cost of providing medical insurance under this section (b). Should the EI rebate cease, the premium for vision care shall be split 50/50 between the Employer and employees by payroll deduction.

Effective January 1, 2020 the Extended Health Benefit Plan shall include Vision Care Coverage in the amount of five hundred dollars (\$500.00) every two (2)

years, exclusive of optometrist fees. The premium cost for this coverage shall be paid one hundred percent (100%) by the Employer, provided the employee's share of the EI rebate has first been applied to the cost of providing medical insurance under this section (b). Should the EI rebate cease, the premium for vision care shall be split 50/50 between the Employer and employees by payroll deduction.

**(c) Group Life Insurance**

The Employer shall arrange to establish and maintain group insurance policies which provide Group Life, Accidental Death and Dismemberment Insurance coverage negotiated by the Parties.

Basic Plan

Each employee will be covered for one hundred thousand dollars (\$100,000.00) Group Life and one hundred thousand dollars (\$100,000.00) Accidental Death and Dismemberment Insurance.

Optional Plan

Each employee may apply for an additional one hundred thousand dollars (\$100,000.00) Group Life and one hundred thousand dollars (\$100,000.00) Accidental Death and Dismemberment Insurance. This insurance requires medical evidence of insurability from each applicant and coverage will become effective only with the written approval of the insurer. No employee shall have present benefits reduced by a change in carrier.

Cost

The Employer shall pay for one hundred percent (100%) of the cost of the Basic Group Life Insurance Coverage. For employees covered by both plans, the total cost will be shared equally between the Employer and the employee by payroll deduction.

**(d) Supplementation of Compensation Award**

- (i) Employees absent from duty as a result of a compensable illness or injury received while on duty shall have their net take home pay and benefits maintained during such absence, for a period not exceeding twelve (12) months for any one illness or injury, provided monies received from the Workers' Compensation Board shall be remitted to the Employer during that period. In this regard, the normal pensionable earnings of employees covered by this Section shall be maintained. Should any compensable illness or injury be of a longer duration than twelve (12) months, the following sub-section shall apply.
- (ii) Should any compensable illness or injury be of a longer duration than twelve (12) months, employees covered by this Agreement who are unable to attend work because of a disability resulting from such illness or injury shall have their total Medical Services Plan of BC, Superannuation, Group Insurance and Dental Plan (if participating) payments paid by the Employer until the said employee returns to work or until judged medically unfit to resume their present occupation.

- (iii) In the event of sickness of a permanent employee or of a permanent employee being injured during their employment or of a permanent employee being temporarily laid off, the Employer will continue to pay on behalf of such employee its share of the monthly contributions under the Medical Services Plan of BC and the Group Insurance Contract and Dental Plan Contract (if participating) while any such employee is on sick leave including sick leave allotments from the sick leave bank; and further, that the Employer will continue to pay on behalf of such employee its share of the said contributions for a period of three (3) months immediately following the date of layoff or the date of the expiration of sick leave benefits up to a maximum of three (3) months in any twelve (12) month period, provided, that in all cases the employee or Union shall likewise continue the employee contributions under the said contracts.

**(e) Coverage**

Medical and Group Life Plans will be available to same sex spouses.

**(f) Employee Assistance Plan**

The Employer shall arrange with a carrier for the provision of employee assistance plan coverage. The cost for such coverage shall be borne seventy-five percent (75%) by the Employer and twenty-five percent (25%) by the Union. The Parties shall appoint representatives to participate in the City's EAP Program.

**(g) Long Term Disability**

- (i) The actual benefit that may be received under this plan shall be as prescribed in the plan documents entered into with the carrier. Should any conflict arise between this Agreement and the plan documents, or should any question arise as to whether an employee is eligible to receive benefits, including the extent of any benefit that may be received, the terms and conditions of the carrier's plan shall apply and shall take precedence. The benefit description set out below is for information purposes only.
- (ii) Employees shall complete a one hundred twenty (120) calendar day waiting period before an LTD claim can be approved and receive benefits pursuant to such claim. They may remain on LTD until age sixty-five (65), provided they are deemed by the carrier to be totally and permanently disabled and unable to do any job or occupation for which they are reasonably suitable after two (2) years on claim. The LTD benefit level shall be sixty percent (60%) of the eligible employee's normal basic earnings, to a maximum of three thousand five hundred dollars (\$3500.00) per month.
- (iii) The Employer shall pay fifty percent (50%) of the premium costs for such coverage, provided that the eligible permanent full-time employees pay the remaining fifty percent (50%) of the premium costs by payroll deduction.

In order to ensure that this plan is a non-taxable benefit for employees and provided that Revenue Canada's interpretation of the tax rules permits this approach, the Employer shall increase the gross pay received by eligible full-time employees by the amount of their fifty percent (50%) share of the LTD premium, after which the Employer shall deduct one hundred percent (100%) of the cost of

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LTD premiums from employees' pay. If Revenue Canada's interpretation of the tax rules does not permit this approach, the standard formula shall apply.

- (h) The benefits and/or benefit levels provided under the Dental Plan, Extended Health Benefits Plan and Group Life Insurance Plan in effect as at 2004-NOVEMBER-23 shall not be reduced without the mutual agreement of the Parties. It is understood that this does not include a change in carriers provided the same benefits and/or benefit levels are maintained. Copies of the benefit plan documents provided to the Employer by the carrier shall be provided to the Union.

**29. SAFETY AND HEALTH**

**(a) Union-Employer Safety Committee**

The "Occupational Health and Safety Regulation" as prescribed by the Workers' Compensation Board of British Columbia shall apply and a Safety Committee shall be established and maintained in accordance with the said regulation and such Committee shall meet regularly each month. All employees shall adhere to all safety regulations. Section 3.24 of the Occupational Health and Safety Regulation is to be considered part of the Collective Agreement. The provision shall not negate the Safety Committee Terms of Reference.

**(b) Safety Measures**

A minimum of two (2) workers shall be called out on emergency night duties when in the opinion of the Public Works Superintendent two (2) workers are required in the interests of safety.

**(c) Pay for Clothing**

- (i) Suitable gloves and coveralls will be supplied to employees to work with hot asphalt, cleaning plugged sanitary sewers, or sewer truck clean-up.
- (ii) Where, in the opinion of the Employer, the Employer has an obligation to pay for the cost of the cleaning or replacement of clothing of an employee damaged as a result of an accident on the job, the Employer may authorize such cleaning or replacement at the expense of the Employer.

**(d) Safety and Health Reports, Records and Data**

The Employer shall concurrently provide the members of the Health and Safety Committee and Union with the details of every accident, incident, or occurrence of an occupational disease that occurred at the work site in the previous month.

**30. N/A**

**31. CONTRACT OR SUB-CONTRACTS**

Every contract made by the Employer for construction, remodeling, repair or demolition of any municipal works or for providing any municipal service or function shall be subject to the following condition:



"Minimum rate of pay for work performed under this Contract or under Sub-contract shall be as classified in the current Agreement between the City of Nanaimo and the Canadian Union of Public Employees, Local No. 401".

**32. CONTRACTING OUT**

**Restrictions on Contracting Out**

The Employer agrees that all work or services performed by the employees shall not be contracted, sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person, company or non-unit employee if it would result in lay off of any permanent employee, or failure to recall those employees on lay off who are able to perform the work.

**33. N/A**

**34. GENERAL CONDITIONS**

**Employee Indemnification**

If legal proceedings are taken against an employee setting out a claim for damages arising out of the performance of that employee's duties, the Employer will pay the legal costs incurred by the employee in a Court Proceeding arising out of the claim.

The employee shall provide the Employer with full particulars of alleged offenses or claims for damages within seven (7) days of the employee's knowledge of such claim or alleged offense. Failure to provide full particulars within seven (7) days will absolve the Employer from indemnifying the employee, unless the employee is unable to give the particulars due to illness, absence, or lack of knowledge.

**35. N/A**

**36. COPIES OF AGREEMENT**

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and rights and obligations under it. For this reason, the Employer shall print, on an equally cost-shared basis with the Union, sufficient copies of the Agreement in booklet form within ninety (90) days of signing of the Agreement.

**37. GENERAL**

Wherever the singular or masculine is used in this Agreement it shall be considered as if the plural or feminine has been used where the context or the Party or Parties hereto so require.

**38. TERM OF AGREEMENT**

**(a) Effective Date**

This Agreement shall be binding and remain in effect from January 1, 2019 to December 31, 2022 and shall continue from year to year thereafter until a new Agreement is reached as provided for in the statutes of the Province of British Columbia.

**(b) Agreement to Continue in Force**

Where such notice requests revisions only, the following conditions shall apply:

- (i) The notice shall state specifically the revisions requested and bargaining negotiations shall be restricted thereto unless the Parties otherwise mutually agree.
- (ii) Both Parties shall adhere fully to the terms of this Agreement during the period of a *bona fide* collective bargaining, and if negotiations extend beyond the anniversary date of this Agreement any revision in terms, mutually agreed upon shall, unless otherwise specified, apply retroactively to that date.

**IN WITNESS WHEREOF** the Parties hereto have caused this Agreement to be executed as of the day and year first above written.

SIGNED ON BEHALF OF THE CANADIAN  
UNION OF PUBLIC EMPLOYEES, LOCAL  
NO. 401

SIGNED ON BEHALF OF  
THE CITY OF NANAIMO:

*"Blaine Gurrie"*

\_\_\_\_\_  
PRESIDENT

*"Leonard Krog"*

\_\_\_\_\_  
MAYOR

*"Laurence Amy"*

\_\_\_\_\_  
1st VICE PRESIDENT

*"Laura Mercer"*

\_\_\_\_\_  
DEPUTY CORPORATE OFFICER

**WAGE SCHEDULE**

(a) Schedule A - Wage Rates shall be amended to implement the following general wage increases:

<b>Effective:</b>	<b>% increase across the board:</b>
January 1, 2019	two percent (2.0%)
January 1, 2020	two percent (2.0%)
January 1, 2021	two percent (2.0%)
January 1, 2022	two percent (2.0%)

**7 hour day – Schedule B**

	<b>Jan. 1, 2019</b>	<b>Jan. 1, 2020</b>	<b>Jan. 1, 2021</b>	<b>Jan. 1, 2022</b>
	<b>2.00%</b>	<b>2.00%</b>	<b>2.00%</b>	<b>2.00%</b>
Level 1	\$25.91	\$26.43	\$26.96	\$27.50
Level 2	\$27.02	\$27.56	\$28.11	\$28.67
Level 3	\$28.13	\$28.69	\$29.26	\$29.85
Level 4	\$29.26	\$29.85	\$30.45	\$31.06
Level 5	\$30.38	\$30.99	\$31.61	\$32.24
Level 6	\$31.50	\$32.13	\$32.77	\$33.43
Level 7	\$32.62	\$33.27	\$33.94	\$34.62
Level 8	\$33.73	\$34.40	\$35.09	\$35.79
Level 9	\$34.87	\$35.57	\$36.28	\$37.01
Level 10	\$35.99	\$36.71	\$37.44	\$38.19

**7 hour day – Schedule B**

	<b>Jan. 1, 2019</b>	<b>Jan. 1, 2020</b>	<b>Jan. 1, 2021</b>	<b>Jan. 1, 2022</b>
	<b>2.00%</b>	<b>2.00%</b>	<b>2.00%</b>	<b>2.00%</b>
Level 11	\$38.04	\$38.80	\$39.58	\$40.37
Level 12	\$40.38	\$41.19	\$42.01	\$42.85
Level 13	\$43.04	\$43.90	\$44.78	\$45.68
Level 14	\$46.05	\$46.97	\$47.91	\$48.87
Level 15	\$49.37	\$50.36	\$51.37	\$52.40
Level 16	\$52.94	\$54.00	\$55.08	\$56.18
Level 17	\$56.76	\$57.90	\$59.06	\$60.24
Level 18	\$60.83	\$62.05	\$63.29	\$64.56
Level 19	\$65.15	\$66.45	\$67.78	\$69.14

**8 hour day – Schedule A**

	<b>Jan. 1, 2019</b>	<b>Jan. 1, 2020</b>	<b>Jan. 1, 2021</b>	<b>Jan. 1, 2022</b>
	<b>2.00%</b>	<b>2.00%</b>	<b>2.00%</b>	<b>2.00%</b>
Level 11	\$37.51	\$38.26	\$39.03	\$39.81
Level 12	\$39.88	\$40.68	\$41.49	\$42.32
Level 13	\$42.54	\$43.39	\$44.26	\$45.15
Level 14	\$45.50	\$46.41	\$47.34	\$48.29
Level 15	\$48.83	\$49.81	\$50.81	\$51.83
Level 16	\$52.39	\$53.44	\$54.51	\$55.60
Level 17	\$56.21	\$57.33	\$58.48	\$59.65
Level 18	\$60.30	\$61.51	\$62.74	\$63.99
Level 19	\$64.63	\$65.92	\$67.24	\$68.58

**CLASSIFICATIONS**

<b>Classification</b>	<b>Jan. 1, 2019</b>	<b>Jan. 1, 2020</b>	<b>Jan. 1, 2021</b>	<b>Jan. 1, 2022</b>
	<b>2.0%</b>	<b>2.0%</b>	<b>2.0%</b>	<b>2.0%</b>
<b>Level 1</b>	\$25.91	\$26.43	\$26.96	\$27.50
<b>Level 2</b> Clerk (temp/casual) Labourer Labourer - Sanitation	\$27.02	\$27.56	\$28.11	\$28.67
<b>Level 3</b> Cashier	\$28.13	\$28.69	\$29.26	\$29.85
<b>Level 4</b> Custodian Water/Wastewater System Operator in Training	\$29.26	\$29.85	\$30.45	\$31.06
<b>Level 5</b> Invoice Clerk Parks Equipment Operator I Parks Utility Assistant Program Assistant, Arenas Water Meter Reader	\$30.38	\$30.99	\$31.61	\$32.24
<b>Level 6</b> Clerk, Fire Clerk, Parks Prisoner Guard Sanitation Worker Serviceperson - Night Patrol Stores Clerk Sweeper Operator Truck Driver II, Public Works	\$31.50	\$32.13	\$32.77	\$33.43
<b>Level 7</b> Accounts Payable Clerk Allocation Clerk Arena Maintenance Worker Bylaw Regulation Clerk Clerk Steno, Community Development Community Development Clerk Culture & Heritage Clerk Customer Service Representative Engineering Clerk Equipment Operator, Asphalt Fleet Services Clerk General Ledger Clerk IT Clerk Legislative Services Clerk Parking Clerk Parks Clerk Parks Equipment Operator II Parks Maintenance Worker, Trails Police Finance Clerk Police Fleet Coordinator	\$32.62	\$33.27	\$33.94	\$34.62

<b>Classification</b>	<b>Jan. 1, 2019</b>	<b>Jan. 1, 2020</b>	<b>Jan. 1, 2021</b>	<b>Jan. 1, 2022</b>
<b>Level 7</b>	\$32.62	\$33.27	\$33.94	\$34.62
Police Information Clerk				
Police Records Clerk				
Police Support Clerk				
Public Works Maintenance				
Real Estate Clerk				
Records Management Clerk				
Refuse Collector/Operator				
Secretary, Finance				
Secretary, Parks				
Steno, Building Inspections				
Steno, Bylaw				
Steno, Engineering Services				
Steno, Planning				
Switchboard Operator, Permit Centre Clerk				
Switchboard Operator, Police				
User Rates Clerk				
Watch Clerk				
<b>Level 8</b>	\$33.73	\$34.40	\$35.09	\$35.79
40-Hr Operator/Dispatcher				
Accounting Clerk, Parks				
Building Services Technician				
Clerk/Dispatcher, Public Works				
Client Support Specialist				
Collections Clerk, Finance				
Communications Clerk				
Engineering Clerk, Construction				
Equipment Operator, Public Works				
Exhibit and Property Clerk				
Facilities Technician, Parks				
Logistics Clerk				
Parks Equipment Operator III				
Parks Utility Worker - Carpentry				
Permit Centre Information Clerk				
Police Administration Clerk				
Property Clerk				
Purchasing Administration Clerk				
Roads Serviceperson				
Secretary to the Officer in Charge				
Senior Engineering Clerk				
Service Centre Storekeeper				
Sign Maker				
Steno, Legislative Services				
Steno, Police Support				
Steno, Traffic Police				
Surveyor				
Traffic Service Person				
Truck Driver, Asphalt				
<b>Level 9</b>	\$34.87	\$35.57	\$36.28	\$37.01
CAD Technician				
Communications and Graphics Specialist				
Court Liaison Clerk				
Crane/Equipment Operator				

<b>Classification</b>	<b>Jan. 1, 2019</b>	<b>Jan. 1, 2020</b>	<b>Jan. 1, 2021</b>	<b>Jan. 1, 2022</b>
<b>Level 9</b>	\$34.87	\$35.57	\$36.28	\$37.01
FOI Claims & Records Clerk				
Junior Applications Analyst				
Landscape Horticulturist				
Licencing & Permit Clerk				
Major Case File Specialist				
Parks Maintenance Worker, Sportsfields				
Parks Utility Worker				
Payroll Accounting Clerk				
Payroll Clerk				
Police Information Supervisor				
Police Junior Technical Support Specialist				
Police Prime Coordinator				
Receivables Clerk				
Records Data Supervisor				
Supervisor, Arena Maintenance				
Tax Clerk				
User Rate Billing Clerk				
Wastewater/Drainage Operator				
Water Operator				
<b>Level 10</b>	\$35.99	\$36.71	\$37.44	\$38.19
Administrative Coordinator				
Building Maintenance Supervisor				
Bylaw Enforcement Officer				
Bylaw Enforcement Officer - Parking Patrol				
Carpentry Tradesperson				
CCTV Wastewater Operator				
Communications & Marketing Specialist				
Community Policing Coordinator				
Municipal Enforcement Officer (Commercial Transport)				
Parks Project Coordinator				
Planning Assistant				
Project Budget Accounting Clerk				
Real Estate Technician				
Senior Client Support Specialist - ITO				
Subdivision Technician				
Sub-Foreman, Drainage				
Supervisor, Central Stores				
Technical Support Specialist – Network				
Traffic Marking Specialist				
Utilities Technician				
Waste & Storm Water Systems Operator				
Waterworks Dam Inspector				
<b>Level 11 – 7 hr day</b>	\$38.04	\$38.80	\$39.58	\$40.37
Assistant Accountant - Capital Assets				
Engineering Development Technician				
Engineering Traffic Technologist				
GIS Technologist				
Occupational Health & Safety Coordinator				
Programmer/Network Analyst				
Records/Information & Privacy Coordinator				
Senior Surveyor				

<b>Classification</b>	<b>Jan. 1, 2019</b>	<b>Jan. 1, 2020</b>	<b>Jan. 1, 2021</b>	<b>Jan. 1, 2022</b>
<b>Level 11 – 7 hr day</b> Steno Coordinator – Leg. Services	\$38.04	\$38.80	\$39.58	\$40.37
<b>Level 11 – 8 hr day</b> Buyer Cross Connection Control Coordinator Municipal Services Inspector Recreation Coordinator Recreation Coordinator - Aquatics Recreation Coordinator – Arenas Sub-Foreman, Roads Supervisor, Horticulture Trails Supervisor - Parks Turf & Parks Supervisor Water Technician Water Treatment Plant Operator	\$37.51	\$38.26	\$39.03	\$39.81
<b>Level 12 – 7 hr day</b> Applications Analyst Assistant Accountant/ERP Specialist Building Official Communication and Digital Content Specialist Engineering Projects Technologist Engineering Services Technologist Senior Bylaw Enforcement Officer Transportation Engineering Technologist	\$40.38	\$41.19	\$42.01	\$42.85
<b>Level 12 – 8 hr day</b> Electronics Instrumentation Technologist Fleet Maintenance Mechanic Fleet Maintenance Mechanic - Small Equipment Infrastructure Specialist Roads Management Specialist Sub-Foreman, Construction Supervisor, Facility Maintenance Trades Supervisor – Parks Utility Supervisor - Parks	\$39.88	\$40.68	\$41.49	\$42.32
<b>Level 13 – 7 hr day</b> Police Senior Technical Support Specialist Transportation Planning Specialist	\$43.04	\$43.90	\$44.78	\$45.68
<b>Level 13 – 8 hr day</b> Business Services Supervisor Capital Project Management Specialist Foreman, Drainage Foreman, Roads Foreman, Sanitation and Cemetery Foreman, Sewer Foreman, Traffic Management Foreman, Water Distribution Instrumentation & Telemetry Technologist Mechanic – Emergency Vehicle Technician Senior Water Technician Sub-Foreman, Fleet Maintenance	\$42.54	\$43.39	\$44.26	\$45.15



<b>Classification</b>	<b>Jan. 1, 2019</b>	<b>Jan. 1, 2020</b>	<b>Jan. 1, 2021</b>	<b>Jan. 1, 2022</b>
<b>Level 13 – 8 hr day</b> Water Resources Specialist	\$42.54	\$43.39	\$44.26	\$45.15
<b>Level 14 – 7 hr day</b> Accountant Community Heritage Planner Environmental Protection Officer Parks & Open Space Planner Planner Property Services Agent Revenue Supervisor Senior Applications Analyst Senior Engineering Development Technician Senior Technical Support Specialist, Network Social Planner Subdivision Planner Traffic Transportation Engineering Specialist Urban Forestry Coordinator	\$46.05	\$46.97	\$47.91	\$48.87
<b>Level 14 – 8 hr day</b> Foreman, Construction Foreman, Fleet Maintenance General Foreman, Wastewater Collection Senior Water Treatment Plant Operator	\$45.50	\$46.41	\$47.34	\$48.29
<b>Level 15 – 7 hr day</b> Business Analyst/Project Management Specialist Economic Development Officer Engineering Services Senior Technologist Environmental Planner Financial Analyst Supervisor, Building Inspections Supervisor, Financial Systems & Reporting Supervisor, Geographic Information Systems	\$49.37	\$50.36	\$51.37	\$52.40
<b>Level 15 – 8 hr day</b> General Foreman, Waterworks	\$48.83	\$49.81	\$50.81	\$51.83
<b>Level 16 – 7 hr day</b> Senior Accountant Senior Financial Analyst Supervisor, Applications Support	\$52.94	\$54.00	\$55.08	\$56.18
<b>Level 16 – 8 hr day</b>	\$52.39	\$53.44	\$54.51	\$55.60

**JOB EVALUATION PLAN EXCLUSIONS**

The following classifications are excluded from Job Evaluation System and shall be paid as follows (plus negotiated increases):

	<b>Jan. 1, 2019</b>	<b>Jan. 1, 2020</b>	<b>Jan. 1, 2021</b>	<b>Jan. 1, 2022</b>
Lifeguard Instructor – L1	\$20.76	\$21.18	\$21.60	\$22.03
Lifeguard Instructor – L2	\$25.47	\$25.98	\$26.50	\$27.03
Head Lifeguard/Instructor	\$29.18	\$29.76	\$30.36	\$30.97
Program Leader I– Arenas	\$22.87	\$23.33	\$23.80	\$24.28

**APPRENTICESHIP RATES:**

1st 6 mos.	70% of trades rate
2nd 6 mos.	72.5%
3rd 6 mos.	75%
4th 6 mos.	77.5%
5th 6 mos.	80%
6th 6 mos.	82.5%
7th 6 mos.	85%
8th 6 mos.	90%

Minimum rate is Labourer rate.

Letter of Understanding #1

Between:

CITY OF NANAIMO

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

**Re: Clause 18(b) & (c) - Hours of Work, Clause 25(f)(i) - Wage Schedule "A" & "B"**

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It is hereby agreed that the following positions shall be considered "Outside Workers" listed on Schedule "A":

40-Hr Operator/Dispatcher	Municipal Services Inspector
Arena Maintenance Worker	Parks Equipment Operator I
Building Maintenance Supervisor	Parks Equipment Operator II
Building Services Technician	Parks Equipment Operator III
Business Services Supervisor	Parks Maintenance Worker, Sportsfields
Buyer	Parks Maintenance Worker, Trails
Capital Project Management Specialist	Parks Project Coordinator
Carpentry Tradesperson	Parks Utility Assistant
Cashier	Parks Utility Worker
CCTV Wastewater Operator	Parks Utility Worker - Carpentry
Clerk/Dispatcher, Public Works	Prisoner Guard
Crane/Equipment Operator	Program Assistant, Arenas
Cross Connection Control Coordinator	Program Leader 1 - Arenas
Custodian	Project Budget Accounting Clerk
Electronics Instrumentation Technologist	Public Works Maintenance
Engineering Clerk, Construction	Purchasing Administration Clerk
Equipment Operator, Asphalt	Recreation Coordinator
Equipment Operator, Public Works	Recreation Coordinator - Aquatics
Facilities Technician, Parks	Recreation Coordinator - Arenas
Fleet Maintenance Mechanic	Refuse Collector/Operator
Fleet Maintenance Mechanic - Small Equipment	Roads Management Specialist
Fleet Services Clerk	Roads Serviceperson
Foreman, Construction	Sanitation Worker
Foreman, Drainage	Senior Water Technician
Foreman, Fleet Maintenance	Senior Water Treatment Plant Operator
Foreman, Roads	Service Centre Storekeeper
Foreman, Sanitation and Cemetery	Serviceperson - Night Patrol
Foreman, Sewer	Sign Maker
Foreman, Traffic Management	Stores Clerk
Foreman, Water Distribution	Sub-Foreman, Construction
General Foreman, Wastewater Collection	Sub-Foreman, Drainage
General Foreman, Waterworks	Sub-Foreman, Fleet Maintenance
Head Lifeguard/Instructor	Sub-Foreman, Roads
Infrastructure Specialist	Supervisor, Arena Maintenance
Instrumentation & Telemetry Technologist	Supervisor, Central Stores
Labourer	Supervisor, Facility Maintenance
Labourer - Sanitation	Supervisor, Horticulture
Landscape Horticulturist	Sweeper Operator
Lifeguard/Instructor	Switchboard Operator, Police
Mechanic - Emergency Vehicle Technician	Trades Supervisor - Parks

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Traffic Marking Specialist	Watch Clerk
Traffic Service Person	Water Meter Reader
Trails Supervisor - Parks	Water Operator
Truck Driver II, Public Works	Water Resources Specialist
Truck Driver, Asphalt	Water Technician
Turf & Parks Supervisor	Water Treatment Plant Operator
Utilities Technician	Water/Wastewater System Operator in Training
Utility Supervisor - Parks	Waterworks Dam Inspector
Waste & Storm Water Systems Operator	
Wastewater/Drainage Operator	

NOTE:

The following previous Schedule "A" position includes increment steps:

- Utility Worker – 1st year
- 2nd year
- 3rd year

It is further agreed that the following positions shall be considered "Inside Workers" listed as Schedule "B"

Accountant	Major Case File Specialist
Accounting Clerk, Parks	Municipal Enforcement Officer (Commercial Transport)
Accounts Payable Clerk	Occupational Health & Safety Coordinator
Administrative Coordinator	Parking Clerk
Allocation Clerk	Parks & Open Space Planner
Applications Analyst	Parks Clerk
Assistant Accountant - Capital Assets	Payroll Accounting Clerk
Assistant Accountant/ERP Specialist	Payroll Clerk
Building Official	Permit Centre Information Clerk
Business Analyst/Project Management Specialist	Planner
Bylaw Enforcement Officer	Planning Assistant
Bylaw Enforcement Officer - Parking Patrol	Police Administration Clerk
Bylaw Regulation Clerk	Police Finance Clerk
CAD Technician	Police Fleet Coordinator
Clerk Steno, Community Development	Police Information Clerk
Clerk, Fire	Police Information Supervisor
Clerk, Parks	Police Junior Technical Support Specialist
Client Support Specialist	Police Prime Coordinator
Collections Clerk, Finance	Police Records Clerk
Communication and Digital Content Specialist	Police Senior Technical Support Specialist
Communications & Marketing Specialist	Police Support Clerk
Communications and Graphics Specialist	Programmer/Network Analyst
Communications Clerk	Property Clerk
Community Development Clerk	Property Services Agent
Community Heritage Planner	Real Estate Clerk
Community Policing Coordinator	Real Estate Technician
Court Liaison Clerk	Receivables Clerk
Culture & Heritage Clerk	Records Data Supervisor
Customer Service Representative	Records Management Clerk
Economic Development Officer	Records/Information & Privacy Coordinator
Engineering Clerk	Revenue Supervisor
Engineering Development Technician	Secretary to the Officer in Charge
Engineering Projects Technologist	Secretary, Finance
Engineering Services Senior Technologist	Secretary, Parks
Engineering Services Technologist	Senior Accountant
Engineering Traffic Technologist	Senior Applications Analyst
Environmental Planner	Senior Bylaw Enforcement Officer
Environmental Protection Officer	Senior Client Support Specialist – ITO
Exhibit and Property Clerk	Senior Engineering Clerk
Financial Analyst	Senior Engineering Development Technician
FOI Claims & Records Clerk	Senior Financial Analyst
General Ledger Clerk	Senior Surveyor
GIS Technologist	Senior Technical Support Specialist, Network
Invoice Clerk	Social Planner
IT Clerk	Steno Coordinator
Junior Applications Analyst	Steno Coordinator – Leg. Services
Legislative Services Clerk	Steno, Building Inspections
Licencing & Permit Clerk	Steno, Bylaw
Logistics Clerk	

Steno, Engineering Services  
Steno, Legislative Services  
Steno, Planning  
Steno, Police Support  
Steno, Traffic Police  
Subdivision Planner  
Subdivision Technician  
Supervisor, Applications Support  
Supervisor, Building Inspections  
Supervisor, Financial Systems & Reporting  
Supervisor, Geographic Information Systems  
Surveyor  
Switchboard Operator, Permit Centre Clerk  
Tax Clerk  
Technical Support Specialist - Network  
Traffic Transportation Engineering Specialist  
Transportation Engineering Technologist  
Transportation Planning Specialist  
Urban Forestry Coordinator  
User Rate Billing Clerk  
User Rates Clerk

**NOTE:**

The following applies to Schedule “A” & “B” positions:

The start rate for new employees in Schedules “A” and “B” positions require increment steps that will be ninety-five percent (95%) of the Scheduled Job Rate.

It is further agreed that the following positions shall be considered “Seasonal Workers” listed as Schedule “C”:

Classification	Jan. 1, 2019	Jan. 1, 2020	Jan. 1, 2021	Jan. 1, 2022
Facility Attendant	\$17.65	\$18.00	\$18.36	\$18.73
Preschool Assistant	\$18.72	\$19.09	\$19.47	\$19.86
Preschool Instructor	\$22.87	\$23.33	\$23.80	\$24.28
Preschool Jr Assistant	\$17.65	\$18.00	\$18.36	\$18.73
Recreation Assistant II – Arenas	\$17.65	\$18.00	\$18.36	\$18.73
Recreation Leader I	\$12.37	\$12.62	\$12.87	\$13.13
Recreation Leader II	\$18.72	\$19.09	\$19.47	\$19.86
Recreation Leader III	\$22.87	\$23.33	\$23.80	\$24.28

for the Employer

for the Union

***John Van Horne***

Director of Human Resources

***Blaine Gurrie***

President, CUPE Local 401

Date: February 27, 2019

**APPENDIX TO SCHEDULE "A" & "B"**

Jobs or job titles retired from use - no incumbent.

911 Emergency Services Communication Operators	Systems Coordinator – Dev Services
Accounting Clerk	Technical Support Analyst
Accounting Clerk – Construction	Technical Support Specialist
Assistant Accountant	Trades Assistant
Bushwacker Operator	Truck Driver - Parks
Child Minder	User Rate Clerk
Client Support Analyst	Watershed Inspector
Collections Clerk – Level 5	
Collections Supervisor	
Community Development Research Technician	
Concession/Cashier Coordinator	
Construction Specialist	
Coordinator of Support Services	
Development Approval Planner	
Development Services Systems Coordinator	
Economic Development Clerk	
Environmental Coordinator	
GIS Analyst	
GIS Tech – Eng	
GIS Technologist – DSD	
Head Lifeguard	
Info Tech - Eng	
Land Clerk	
Land Use Regulation Planner	
Lifeguard	
Office Supervisor, Rec Services	
Parking, Animal Control & Risk Mgmt Coordinator	
Parks Planning & Development Clerk	
Police Services Admin Support Coordinator	
Police Financial Analyst	
Programmer Analyst	
Project Budget Clerk	
RCMP Financial Clerk	
RCMP Reader	
RCMP Transport Clerk	
Records GIS Tech - Level 6	
Secretary – City Manager’s Office	
Secretary – Community Services	
Secretary – Development	
Sewer & Drainage Serviceperson	
Steno – Finance	
Steno – Human Resources	
Storekeeper - Level 7	
Supervisor, Technical Support	
Surveyor – Level 8	
Systems Analyst	



Letter of Understanding #2

Between:

CITY OF NANAIMO

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

**Re: Article 18 - Hours of Work - Police Switchboard Operators, Watch Clerks and Guards**

It is hereby agreed by the Parties to modify the hours of work for POLICE SWITCHBOARD OPERATORS, WATCH CLERKS and GUARDS to facilitate their unique operating circumstance, such that:

1. Incumbents may operate twenty-four (24) hours per day, seven (7) days per week.
2. Full-time employees will be considered as forty (40) hour per week employees for the purpose of compensation. Time worked in excess of forty (40) hours shall be accumulated and taken as time off work. Time off will only be taken in complete twelve (12) hour shift blocks but may be accumulated to be taken concurrently, in the same calendar year, at the employee's request and as is limited by operational requirements.
3. The shift schedule shall consist of four (4), twelve (12) hour shifts, followed by four (4) consecutive twenty-four (24) hour periods off work.
4. The regular work year for full-time employees shall consist of two thousand and eighty (2080) hours over a fifty-two (52) week period.
5. The shift shall include a paid one-half (½) hour meal break and two (2) paid rest breaks per twelve (12) hour shift in lieu of any shift premiums (Guards excepted, clause 18(h)).
6. Employees who work more than twelve (12) hours per shift shall be entitled to double (2x) rates for such overtime worked.
7. Vacation leave, sick leave, and all other leaves of absence, and statutory holiday entitlement shall be granted on the basis of working hours rather than working days.
8. Full-time employees whose shift starts on a statutory holiday are entitled to double (2x) time for the shift worked plus an additional eight (8) hour shift off work. Employees whose scheduled day off falls on a statutory holiday will be compensated for only eight (8) hours. Permanent part-time employees shall receive double time (2x) for hours worked plus additional compensation pro-rated based on the average hours worked for the previous twenty-eight (28) calendar days to a maximum of eight (8) hours. Employees who do not work on a statutory holiday will be compensated at only the pro-rated hours.
9. To comply with clause 1(b)(iv) and not restrict Permanent part-time employees from additional work, should shorter and more frequent shifts occur, for the purpose of equitable compensation and consistency with full-time employees, the straight time work week shall be forty-eight (48) hours with a thirty-two (32) hour break before overtime provisions will apply. Permanent

part-time employees working four (4) twelve (12) hour shifts in four (4) consecutive days shall get a thirty-two (32) hour break from work after the fourth day of work.

10. Notwithstanding clause 1(b)(iv), assignment of straight time work opportunities for permanent part-time guards shall be distributed as equitably as operationally possible.
11. When no supervisor is scheduled to work and the Employer requires an employee, during their scheduled shift, to contact other employees in order to schedule or arrange for such other employees to attend work, the employee(s) involved shall be paid the leadhand rate while actually performing such work. Employees who perform this work on any shift shall be guaranteed a minimum of one (1) hours pay at the leadhand rate during that shift.

for the Employer

for the Union

***John Van Horne***

***Blaine Gurrie***

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Director of Human Resources

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President, CUPE Local 401

Date: February 27, 2019

Letter of Understanding #3

Between:

CITY OF NANAIMO

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

**Re: Shift Work - Police Records Clerk**

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The Employer may implement afternoon shifts for current incumbents. Current incumbents shall not be required to work their regular shifts on Saturday and/or Sunday. New incumbents hired after 1998-APR may be scheduled to work regular shifts on Saturdays and/or Sundays.

for the Employer

for the Union

***John Van Horne***

***Blaine Gurrie***

Director of Human Resources

President, CUPE Local 401

Renewed: March 19, 2019

Letter of Understanding #4

Between:

CITY OF NANAIMO

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

**Re: Hours of Work - Police Employees**

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1. The Police Information Clerk, Court Liaison Clerk, Exhibit & Property Clerk and Information Supervisor shall work the following hours: 6:00 a.m. to 11:30 p.m. - Sunday through Saturday, seven (7) hours per day - thirty-five (35) hours per week.
2. The Police Technical Support Specialist shall work the following hours: 8:00 a.m. to 8:00 a.m. - Sunday through Saturday, seven (7) hours per day - thirty-five (35) hours per week.
3. When no Supervisor is scheduled to work and the Employer requires an employee, during their scheduled shift, to contact other employees in order to schedule or arrange for such other employees to attend work, the employee(s) involved shall be paid the lead hand rate while actually performing such work. Employees who perform this work on any shift shall be guaranteed a minimum of one (1) hours pay at the lead hand rate during that shift.

for the Employer

***John Van Horne***

Director of Human Resources

for the Union

***Blaine Gurrie***

President, CUPE Local 401

Date: March 19, 2019

Letter of Understanding #5

Between:

CITY OF NANAIMO

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

**Re: Hours of Work – Police Support Steno**

---

The Police Support Services Steno position posted through competition #16-80 shall work the following hours: 7:00 a.m. to 11:00 p.m. – Sunday through Saturday, seven (7) hours per day – thirty-five (35) hours per week. This Letter of Understanding applies only to the successful applicant of this posted position and will expire when that individual vacates the position.

for the Employer

for the Union

***John Van Horne***

***Blaine Gurrie***

Director of Human Resources

President, CUPE Local 401

Date: September 23, 2016

Letter of Understanding #6

Between:

CITY OF NANAIMO

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

**Re: Hours of Work – Community Policing Coordinator**

---

In recognition of the unique characteristics of the position, it is hereby agreed by the Parties to modify the hours of work of the Community Policing Coordinator as follows:

1. The hours of work shall be based on seven (7) hours per day, thirty-five (35) hours per week, 7:00 a.m. to 11:00 p.m. Sunday through Saturday.
2. The workday will be flexible and the incumbent is expected to tailor the start/stop times of the day to match the operation requirements of the position.

for the Employer

for the Union

***John Van Horne***

Director of Human Resources

***Blaine Gurrie***

President, CUPE Local 401

Renewed: March 19, 2019

Letter of Understanding #7

Between:

CITY OF NANAIMO

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

**Re: Bylaw Enforcement Officer – General Duty Weekends and Evenings**

---

**It is hereby agreed by the Parties to modify the hours of work for the Bylaw Enforcement Officer – Weekend and Evening Position**

1. A normal working week will be thirty-five (35) hours and working day shall be:
  - (a) Friday through Sunday, a ten (10) hour shift to be worked between 10:00 a.m. and 2:00 a.m. the following morning.
  - (b) On Monday, a five (5) hour shift to be worked between 8:00 a.m. and 3:00 p.m.
2. Employees will normally be required to work on statutory holidays. Statutory holiday pay will be as per scheduled hours and clause 21(a) of the Collective Agreement. Should an employee be required to work on a Statutory Holiday, they shall be entitled to double time for the shift worked plus an additional shift off work.
3. All leave usage shall be paid out on the basis of working hours rather than working days. Accrual shall be as per the Collective Agreement.
4. Due to the focus of this position, holiday time will be limited from June to September.

for the Employer

for the Union

***John Van Horne***

***Blaine Gurrie***

Director of Human Resources

President, CUPE Local 401

Renewed: March 19, 2019

Letter of Understanding #8

Between:

CITY OF NANAIMO

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

**Re: Municipal Enforcement Officer – Commercial Transport**

---

**It is hereby agreed by the Parties to modify the hours of work for the Municipal Enforcement Officer – Commercial Transport position.**

1. A normal working week and working day shall be 6:00 a.m. to 6:00 p.m. - Monday through Saturday eight (8) or nine (9) hours per day – thirty-five (35) hour week
2. A shift premium as per clause 20(a) of the Collective Agreement shall apply to work performed on Saturday. If nine (9) hours are scheduled eight and one-half (8½) hours work will constitute a full shift for which nine (9) hours pay at regular rates will be paid.
3. All work performed outside of hours of work specified in item 1 of this Letter of Understanding shall be compensated at applicable overtime rates.
4. The work schedule shall be as per Appendix 1. Changes shall require three (3) working days notice. Changes shall only be made for *bona fide* operational requirements. Such changes shall be of limited duration not to exceed one (1) rotation, declared emergency excepted.
5. Employees will not normally be required to work on statutory holidays. Statutory holiday pay will be as per scheduled hours and clause 21(a) of the Collective Agreement. Should an employee be required to work on a statutory holiday they shall be entitled to double time for the shift worked plus an additional shift off work.
6. All leave usage shall be paid out on the basis of working hours rather than working days. Accrual shall be as per the Collective Agreement.

for the Employer

for the Union

***John Van Horne***

Director of Human Resources

***Blaine Gurrie***

President, CUPE Local 401

Renewed: March 19, 2019



**Appendix I**  
**Bylaw Commercial Transport**

Schedule

	SUN	MON	TUE	WED	THUR	FRI	SAT
WEEK 1				D	D	D	D
EMPLOYEE "A"	WEEK 2		D	D	D	D	
	WEEK 3			D	D	D	D
	WEEK 4		D	D	D	D	

	SUN	MON	TUE	WED	THUR	FRI	SAT
WEEK 1		D	D	D	D		
EMPLOYEE "B"	WEEK 2			D	D	D	
	WEEK 3		D	D	D		
	WEEK 4				D	D	D

Letter of Understanding #9

Between:

CITY OF NANAIMO

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

**Re: Nanaimo Aquatic Centre**

---

The Parties agree to the following terms for the Nanaimo Aquatic Centre;

Conditions of Work

1. Conditions of work will be as agreed in the Memorandum of Agreement for the Beban Merger that forms part of the existing Collective Agreement. The intent of the Parties is to have the same working conditions at all recreation facilities.

for the Employer

for the Union

***John Van Horne***

Director of Human Resources

***Blaine Gurrie***

President, CUPE Local 401

Renewed: March 19, 2019

Letter of Understanding #10

Between:

CITY OF NANAIMO

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

**Re: Aquatic Facility Staffing**

---

The Parties agree to the following terms for staffing aquatic facilities:

1. Terms will apply to all existing and new aquatic facilities.
2. Recreation Coordinator – Aquatics positions will be maintained at the current negotiated Schedule “A” rate as follows:
  - One (1) Recreation Coordinator – Aquatics position will be maintained at Beban
  - One (1) Recreation Coordinator – Aquatics position will be maintained at the Nanaimo Aquatic Centre
3. Four (4) full-time Lifeguard Instructor positions will be maintained in the Aquatic section.
4. The following employee shall be paid the Lifeguard Instructor negotiated level and rate of pay. When this employee vacates their position the “grandparented” rate shall cease to be paid:

J. Sandhu
5. There will be no substitution to a higher pay level for holiday relief, sickness, etc.
6. Lifeguard Instructor wages are as follows:

Level I: Effective January 1, 2019: \$20.76/hour plus negotiated general increases

Level II: Effective January 1, 2019: \$25.47/hour plus negotiated general increases
7. There will be a natural progression from Level I to Level II only.

Level I requirements are as follows:

  - (a) Water Safety Instructor
  - (b) CPR Basic Rescue
  - (c) National Lifeguard Certification (Pool Option)

Level II requirements, in addition to the above:

  - (a) 1,000 hours Lifeguard/Instructor experience at Beban, Westwood Lake or Nanaimo Aquatic Centre and only for City of Nanaimo service
  - (b) Pool Operator (Level I)
  - (c) Life Saving Instructor Certificate or recognized aquafit certification such as BCRPA

for the Employer

***John Van Horne***

Director of Human Resources

for the Union

***Blaine Gurrie***

President, CUPE Local 401

Date: March 19, 2019

Letter of Understanding #11

Between:

CITY OF NANAIMO

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

**Re: Utilities Division – Operator in Training**

---

The Parties agree that a process for individuals to acquire experience and certification through the Environmental Operators Certification Program (EOCP) is of benefit.

The employment of Operators in Training similar to an apprenticeship will occur with the following conditions:

1. The number of OIT positions will be determined by the Employer and may vary due to work requirements and budget, provided that at least one (1) permanent full-time OIT position is always maintained in addition to the complement of Water/Wastewater Systems Operators, subject to the layoff provisions (Article 17) and other applicable provisions of the Collective Agreement.
2. The Employer will maintain an entry-level job description.
3. The initial Operator in Training rate shall be pay level 4, which rate shall apply until incumbents achieve Level I certification. When an incumbent achieves Level I certification, he/she shall be paid at pay level 6. When an incumbent achieves Level II certification, he/she shall be paid at pay level 9.
4. The candidates will be required to meet the City of Nanaimo qualifications for the position and pass the stringent entry and screening examinations.
5. Incumbents will be required to achieve progressive certification consistent with EOCP timelines.
6. Certification must be acquired to be eligible to apply for permanent EOCP certified vacancies in the division as they occur.
7. For all applicants the trial period for this program will be twelve (12) months.
8. The standard qualification period of sixty (60) days worked will apply for eligibility of benefits.

for the Employer

for the Union

***John Van Horne***

***Blaine Gurrie***

Director of Human Resources

President, CUPE Local 401

Renewed: March 19, 2019

Letter of Understanding #12

Between:

CITY OF NANAIMO

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

**Re: Contracting Out**

---

Article 32 of the Collective Agreement notwithstanding, the Employer shall not contract out the work or services performed by employees when it results in the layoff of any permanent employees, or a failure to recall any permanent employee on layoff who has the skill, knowledge and ability to perform such work.

for the Employer

for the Union

***John Van Horne***

***Blaine Gurrie***

Director of Human Resources

President, CUPE Local 401

Renewed: March 19, 2019

Letter of Understanding #13

Between:

CITY OF NANAIMO

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

**Re: Contracting Out Issues**

---

The City of Nanaimo and CUPE Local 401 agree to the following conditions in order to provide an interpretation of Article 31, Contracts or Sub Contracts.

1. Where the Union can provide documented evidence to prove to the City's satisfaction that a contractor hired by the City of Nanaimo is not paying wage rates pursuant to Article 31, the City will follow the process outlined in Appendix I.
2. The Parties agree that for the purposes of complying with Article 31, the rate for flagging shall be set at \$17.56 (2019 rate) per hour.
3. The City agrees to provide available cost information on contracts to the Union upon request.
4. This Agreement will be effective on new contracts awarded after date of signing and on current contracts on which the Union provides evidence of breach of Article 31.
5. This Letter of Agreement forms part of the Collective Agreement and remains in effect in the same manner and to the same extent as any other provision in the Collective Agreement.
6. All issues arising under the grievance and/or issues relating to contracts in effect up to the signing of this Letter shall be deemed to be resolved and, no grievance will be filed in respect of any such issues with the exception of current contracts where either Party discovers that a contractor is contravening Article 31.
7. In the event a dispute occurs between the Parties regarding the implementation of this Agreement, either Party may refer the matter to a mutually agreed arbitrator on an expedited basis for resolution.

for the Employer

***John Van Horne***

Director of Human Resources

for the Union

***Blaine Gurrie***

President, CUPE Local 401

Renewed: March 19, 2019

## Appendix I

### DEFINITIONS

“Work performed” refers to the current classifications contained in the Parties’ Collective Agreement and not directly connected to the job which is contracted.

### PROCESS

Each contract assigned to a contractor by the City of Nanaimo will contain terms:

1. Requiring that the contractor adhere to the provisions of Article 31 of the Collective Agreement. Current classified rates will be included.
2. Specifying that failure to adhere to the provisions is a breach of the contract and may give rise to termination of the contract.
3. Entitling the City to copies of information showing the wage rates paid to its employees. (The City will provide copies to the Union if requested.)

In the event the City has concerns that a contractor is in violation of Article 31, the following shall apply:

1. The City shall immediately inform the contractor of its concerns and require the contractor to comply.
2. The City shall follow up contact and if violation still exists within thirty (30) days provide written request for compliance.
3. If violation continues, the City shall provide second request within a further thirty (30) days and demand compliance or contract forfeiture may occur.
4. If violation continues, the City shall provide final request within a further thirty (30) days and may give two (2) weeks notice for failure to comply with provision of contract.
5. The City may terminate the contract and/or withhold funds and/or require the contractor to submit appropriate monies to rectify the breach of contract.
6. If the City does not require forfeiture, such decision must be for *bona fide* operational or legal reasons.
7. Notwithstanding the above, the City may proceed to 4. or 5. directly.

Letter of Understanding #14

Between:

CITY OF NANAIMO  
And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

**Re: Reintegration of Injured Workers**

---

The Parties recognize that employees who are temporarily or permanently disabled due to illness or injury may be able to fulfill some of their duties or other meaningful work on a full-time or part-time temporary or permanent basis.

The Parties agree to an early intervention program that will recognize abilities and enable employees to return to meaningful work as soon as practical.

The City will develop policy and procedures to deal with disabled workers to ensure consistency in process.

1. Representatives

The City will appoint a rehabilitation coordinator to manage the program. The City will appoint a Management representative and the Union will appoint a Union representative. The representatives will assist the coordinator on matters of procedures and policy.

2. Consultation

When the Employer considers an employee a candidate for early intervention, the Coordinator will communicate with the employee and manager. The employee has the right to Union representation. The planned program will be discussed with the employee, manager and Union prior to implementation. Details of the return to work will be provided in writing to the Union's representative.

3. Confidentiality

The Parties jointly recognize the importance of confidentiality and will ensure that full confidentiality is guaranteed. Contact with physician and access to medical information will not occur without the employee's consent.

4. Application

This program is applied to permanent employees.

5. Pay and Benefits

- (a) Employees who receive injuries receive salary and benefits pursuant to Articles 1, 23 and 28 of the Collective Agreement.
- (b) Employees in receipt of LTD benefits will not suffer adverse effect of entitlement by participating in a return to work program (with carrier approval).



6. Assessments

- (a) Employees shall not be returned without confirmation from a medical professional that the duties identified as alternate/transitional work will not adversely affect the employee's current health condition.
- (b) The City may utilize rehabilitation or occupational therapy professionals as a means to determine the degree of accommodation necessary for a safe return to work.

7. Postings

- (a) The Parties agree that disabled employees will be given preference to vacancies if qualified and that positions may be filled without posting.
- (b) In order to accommodate employees with limited abilities, positions may be modified and rated accordingly, if operationally reasonable.

8. This Letter may be cancelled by either Party on thirty (30) days written notice to the other.

for the Employer

for the Union

***John Van Horne***

***Blaine Gurrie***

Director of Human Resources

President, CUPE Local 401

Renewed: March 19, 2019

Letter of Understanding #15

Between:

CITY OF NANAIMO

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

**Re: Beban Merger**

---

1. The Parties herein agree to the terms of this Letter as constituting full settlement of the terms and conditions of employment for all Regional District of Nanaimo employees who work at the Beban Park Complex and who are to be transferred to the City of Nanaimo January 1, 1991.
2. This Letter will be attached to and form part of the Collective Agreement between the City of Nanaimo and Canadian Union of Public Employees, Local 401 and will set out the terms and conditions of employment for employees working at the Beban Park Complex.
3. All employees of the Regional District who become employees of the City of Nanaimo, effective January 1, 1991, will be entitled to the rights of the Collective Agreement between the Parties subject to the following exceptions:

(a) Seniority - Article 15

All Beban Park transfer employees with seniority rights as listed on the attached Seniority List "A" will be fully integrated with the City of Nanaimo Seniority List recognizing the seniority date with the Regional District of Nanaimo (RDN).

(b) Hours of Work - Article 18

The hours of work and days of work for all Beban Park Complex employees shall be as follows:

- (i) A regular full-time week consists of five (5) consecutive working days of eight (8) hours each.
- (ii) A normal work week for full-time office employees shall consist of five (5) days of seven (7) hours each.
- (iii) A differential rate of twenty cents (\$0.20) per hour to be paid for work done on a split shift or hours involved between 10:00 p.m. and 6:00 a.m. A split shift to be defined when more than nine (9) hours are included from the beginning of shift until completion of shift, including maximum of one (1) hour meal break.
- (iv) The Allocations Clerk, Ms. Janelle Timmins, shall continue to work the hours of 8:30 a.m. to 4:30 p.m. (7 hours), Monday to Friday inclusive while occupying this position.
- (v) Employees working in the classification of Lifeguard/Instructors, Aquatics Coordinator, Concession Worker Recreational Programmer may work a non-standard work day or work week with total hours not exceeding eighty (80)

per two week period; and within the terms of the Employment Standards Act or as per Labour Relations Board rulings.

(c) Overtime and Premium Pay - Article 19

For all employees listed on the attached Seniority List "A", while working at the Beban Park Complex:

- (i) Overtime shall be paid at the rate of time and one-half (1½x) in excess of eight (8) hours and seven (7) hours for thirty-five (35) hours per week employment, on any day except the employee's specified day off, and overtime shall be paid at the rate of double time (2x) in excess of eleven (11) hours.
- (ii) Double time (2x) shall be paid to an employee required to work on their specified day off. A specified day off shall be defined as that day allotted by management to any employee. A specified day off may not be altered by management within thirty-six (36) hours of that day without double rates being paid.
- (iii) Double time (2x) shall be paid for all work performed on all statutory holidays.
- (iv) Hours worked in excess of an eleven (11) hours split shift shall be paid at double time (2x).

Overtime Preference

Overtime work at the Beban Park Complex will continue to be scheduled with priority given on the basis of seniority; so that the senior qualified employee in the user department is called first. When the overtime work is not exclusive to the Beban Park Complex, the seniority preference may not apply.

(d) Statutory Holidays - days in lieu - Article 21

All employees listed on the attached Seniority List "A", while working at the Beban Park Complex, shall continue to receive the following benefit:

When an employee is entitled to a day off in lieu of a Statutory Holiday, as a result of a holiday falling on a regular day off, or having worked on the holiday, the employee may bank the Statutory Holiday to be used at a later mutually agreed upon date.

(e) Benefits - Article 28

The following employees will continue to enjoy a guarantee of benefit entitlement while continuing in their current positions:

Judy Fielder

(f) General Conditions - Article 34

- (i) Hardex Lenses: For all employees listed on the attached Seniority List "A", the Employer will pay the additional cost of hardex lenses in the case of any employee required to wear hardex lenses by the Workers' Compensation Board.

- (ii) Training and Development Assistance: All employees listed on the attached Seniority List "A", wishing to take job related courses which do not require time off from work must apply for reimbursement approval in advance. Upon successful completion and presentation of receipts, the Employer shall reimburse the employee for the cost of tuition and required texts.

Permanent Lifeguard/Instructors will be reimbursed one hundred percent (100%) of the fee costs to renew certification for life saving and aquatic emergency first aid each year, and casual employees will be reimbursed for fifty percent (50%) of the fee costs.

**SENIORITY LIST "A"**

TIMMINS, Janelle	1979-JAN-02	Allocation Clerk
FIELDER, Judy	1985-JAN-02	Cashier
SANDHU, Jagmel	1985-FEB-05	Lifeguard/Instructor
TRIPPELL, Tina	1990-SEP-21	Lifeguard/instructor

**CLASSIFICATION SCHEDULE "B"**

TIMMINS, Janelle	PFT	Allocation Clerk
FIELDER, Judy	PPT	Cashier
SANDHU, Jagmel	PFT	Lifeguard/Instructor
TRIPPELL, Tina	PPT	Lifeguard/Instructor

for the Employer

***John Van Horne***

Director of Human Resources

for the Union

***Blaine Gurrie***

President, CUPE Local 401

Renewed: March 19, 2019

Letter of Understanding #16

Between:

CITY OF NANAIMO

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

**Re: EI Rebate**

---

In order to comply with paragraph 65(b) of the Employment Insurance Regulations that states that one (1) day per month must be available for employees own illness or injury, the Parties agree to the following:

1. Clause 24(e) is amended to limit the number of sick days to use for family illness to a maximum of three (3).
2. Clause 23(h)(i) is amended to limit the number of sick days for replenishing the sick leave bank to a maximum of three (3).

for the Employer

for the Union

***John Van Horne***

***Blaine Gurrie***

Director of Human Resources

President, CUPE Local 401

Renewed: March 19, 2019

Letter of Understanding #17

Between:

CITY OF NANAIMO

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

**Re: Hours of Work – Building Maintenance Supervisor**

---

The Building Maintenance Supervisor shall work the following hours:

8:00 a.m. to 8:00 a.m. – Sunday through Saturday, eight (8) hours per day – forty (40) hours per week.

for the Employer

***John Van Horne***

Director of Human Resources

for the Union

***Blaine Gurrie***

President, CUPE Local 401

Renewed: March 19, 2019

Letter of Understanding #18

Between:

CITY OF NANAIMO

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

**Re: Job Evaluation**

---

1. A new job evaluation plan has been agreed upon and jobs have been evaluated using the new plan.
2. The new job evaluation plan will be implemented in accordance with the following schedule:
  - (a) Effective January 1, 2015, permanent employees in positions which have been evaluated in the new plan as being in a wage level higher than in the previous plan will receive a wage increase sufficient to move them to the evaluated level in the new plan.
  - (b) Permanent employees in positions which have been evaluated in the new plan as being in a wage level that is below the evaluated wage level in the previous plan will not experience a reduction in pay and will continue to receive negotiated wage increases. The decrease in the evaluated rate of pay of a position will be effective when the incumbent in the position on the date of ratification of this Agreement leaves that position.
  - (c) Employees who relieve or substitute into positions in which the evaluated rate of pay has been changed will receive the newly evaluated rate of pay effective on the day the reconsideration process has been completed.
3. Subject to (4) below, effective on January 1, 2015, the Job Evaluation Maintenance Agreement dated January 1, 2015 will be used in the evaluation and reconsideration process.
4. The positions remaining to be evaluated or appealed under the Letter of Understanding re "Job Evaluation Resolution of Outstanding Issues" (the old plan) will be finished under the old JE Plan.

for the Employer

***John Van Horne***

Director of Human Resources

for the Union

***Blaine Gurrie***

President, CUPE Local 401

Renewed: March 19, 2019

Letter of Understanding #19

Between:

CITY OF NANAIMO

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

**Re: VICC, Food Services Contracts, GPS Usage and Parking**

---

1. The Union agrees to irrevocably waive Article 31, Contract or Sub-Contracts for all work performed:
  - At the Vancouver Island Conference Centre (VICC) and all work performed at other related infrastructure (i.e. hotels)
  - In the case of Food Services contracts at the City's Recreational Facilities.
2. Video Surveillance/GPS  
Employees will be made aware of all video surveillance and all Employer vehicles with GPS. The Employer's use of video surveillance and GPS shall conform to established Privacy legislation and applicable jurisprudence. Discipline shall not be initiated solely upon the basis of GPS monitoring.
3. Parking  
Permanent employees, temporary employees and casual employees, who are employees of record as at December 31<sup>st</sup>, 2016, shall receive the privilege of free of charge parking at or near City Hall or the Service & Resource Centre or at or near the Police Administrative Office, as applicable, or at or near the Nanaimo Fire Rescue Administrative Office, as applicable, provided that the applicable location is their normal and regular work location. The following provisions apply:
  - (a) This parking privilege is subject to the applicable taxable benefit.
  - (b) This parking privilege shall only be provided during the eligible employee's regularly scheduled hours of work and overtime.
  - (c) This parking privilege is subject to the Employer's right to determine where these employees actually park in order to receive this privilege.

This Letter shall be automatically renewed in the future and shall be appended to each future renewal Collective Agreement between the Parties, unless both Parties mutually agree to let it expire.

for the Employer

***John Van Horne***

Director of Human Resources

for the Union

***Blaine Gurrie***

President, CUPE Local 401

Date: March 19, 2019



Letter of Understanding #20

Between:

CITY OF NANAIMO

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

**Re: Shift Premium – Custodians**

---

In recognition of the unique requirements of caretaking staff, in some situations, to be available for the entire duration of their shift, the following shall apply:

When a Custodian works a shift in which they are required to be available on site during their lunch break, they shall be entitled to eight (8) hours pay for seven and one-half (7½) hours worked.

for the Employer

for the Union

***John Van Horne***

***Blaine Gurrie***

Director of Human Resources

President, CUPE Local 401

Renewed: March 19, 2019

Letter of Understanding #21

Between:

CITY OF NANAIMO

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

**Re: Custodial Shifts in Recreation & Environment**

---

This Letter is appended to the 2014 – 2016 Collective Agreement and expires with the expiry of that agreement unless renewed by the Parties.

The purpose of this Letter is to establish a trial under which permanent part-time custodians and Permanent Auxiliary employees working as custodians in the Parks Maintenance/Construction departmental grouping will be allowed access to custodial shifts in the Recreation & Environment departmental grouping; and vice versa, provided that the employee in question has the required skill, knowledge and ability to immediately perform the applicable work.

This Letter may be cancelled by either Party upon sixty (60) calendar days written notice to the other Party.

for the Employer

***John Van Horne***

Director of Human Resources

for the Union

***Blaine Gurrie***

President, CUPE Local 401

Renewed: March 19, 2019

Letter of Understanding #22

Between:

CITY OF NANAIMO

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

**Re: Preferred Custodial Shifts**

---

This Letter is appended to the 2014 – 2016 Collective Agreement and expires with the expiry of that Agreement unless renewed by the Parties.

The purpose of this Letter is to establish a trial under which permanent full-time custodians may utilize their seniority in order to obtain preferred shifts. This Letter may be cancelled by either Party upon sixty (60) calendar days written notice to the other Party.

Permanent full-time custodians shall be permitted to self-declare a shift preference by notifying the Employer's Manager of Facility Planning & Operations or designate in writing.

When the Employer decides to fill a permanent full-time custodian vacancy that would otherwise be posted under Section 16(a), other than Police Services positions, that vacancy shall first be offered to the senior self-declared permanent full-time custodian who has placed his/her name on the Shift Preference List (the List) in advance and who is seeking that shift, provided that employee has the required skill, knowledge and ability to perform the applicable work after a short familiarization period not to exceed one (1) shift.

If the offer is declined, the Employer shall move down the List, in seniority order, to other permanent full-time custodians, if any, who are seeking the shift and who have the required skill, knowledge and ability to perform the applicable work after a short familiarization period not to exceed one (1) shift.

When an offered shift is declined under this Letter, the employee refusing the offer shall be removed from the List and shall not be permitted to again place his/her name on the List for that particular shift for a period of three (3) calendar months.

When an offered shift is accepted under this Letter, the employee accepting the offer shall be assigned that shift and the trial period pursuant to Section 16(e). And, if the Employer intends to fill the vacancy created by that reassignment, clauses 16 (a), (b) and (e) shall apply.

for the Employer

for the Union

***John Van Horne***

***Blaine Gurrie***

Director of Human Resources

President, CUPE Local 401

Renewed: March 19, 2019

Letter of Understanding #23

Between:

CITY OF NANAIMO

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

**Re: Custodian – Posted Openings in Parks Maintenance/Construction and Recreation and Culture**

This Letter expires with the expiry of the current Collective Agreement unless renewed by the Parties.

The purpose of this Letter is to establish a trial under which Permanent Auxiliary employees working as custodians in the Parks Maintenance/Construction and the Recreation and Culture departmental groupings will be combined solely for the purposes of eligibility for posted openings in either departmental grouping.

This Letter may be cancelled by either Party upon sixty (60) calendar days written notice to the other Party.

for the Employer

***John Van Horne***

Director of Human Resources

for the Union

***Blaine Gurrie***

President, CUPE Local 401

Renewed: March 19, 2019

Letter of Understanding #24

Between:

CITY OF NANAIMO

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

**Re: Emergency Management**

---

The Parties recognize that emergencies may arise in the community where employees of the City will be called upon to provide support and continuity. To prepare for this, the parties agree to the following:

- a) Parties will meet to identify bargaining unit employees who would be suited to roles within the Emergency Coordination Centre (ECC).
- b) Employees identified must agree to take on the role. The employee's manager must also approve.
- c) Employees will be properly trained to perform the functions, at no loss of pay.
- d) CUPE agrees that, in emergency situations, employees will be slotted into positions and the ECC schedule as determined by the ECC Director. This will not necessarily be in seniority order.
- e) Overtime earned through ECC scheduling cannot be banked and shall be paid out.
- f) All collective agreement obligations, other than notice of shift change (due to emergency), apply.

for the Employer

for the Union

***John Van Horne***

Director of Human Resources

***Blaine Gurrie***

President, CUPE Local 401

Date: February 27, 2019

Letter of Understanding #25

Between:

CITY OF NANAIMO

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

**Re: Co-op Student Employment**

---

The Parties recognize the benefits of hiring Co-op Students to allow for the students to get some practical work experience, the City of Nanaimo to gain the benefit of added value in the workplace and the Union to be provided with an opportunity to familiarize people entering the workplace with the Union, to that end CUPE Local 401 and the City of Nanaimo have agreed to the following terms:

1. Students hired under the Co-operative Educational Training Program (co-op students) are registered in a recognized University or College education program. Where a co-op student is not available, the City may hire a student on term break to fill the role (student placement).
2. Co-op students are employees hired for a limited duration on a supernumerary basis to provide a work experience that is acceptable to their institution and relevant to their program of study.
3. Co-op students will be indirectly supervised by CUPE Local 401 members or excluded staff.
4. Four (4) co-op students may be employed under this agreement at any one time.
5. Co-op students' wages will be at pay level 1, plus ten percent (10%) in lieu of benefits.
6. The length of appointment will be four (4) to eight (8) months and correspond to the requirements of their educational program.
7. The co-op students and/or student placements hours of work will be the same as other CUPE members working in the section or work unit.
8. Students hired under this agreement will not accumulate seniority.
9. Students hired under this agreement shall become members of CUPE Local 401 while employed by the City.
10. A co-op student will not be hired or remain employed in the event a permanent CUPE Local 401 member is qualified, available and able to do the work. Should a permanent CUPE Local 401 member become subject to lay-off and the work done by the co-op student continue, the CUPE Local 401 member may use their seniority rights in accordance with clause 17(b) of the Collective Agreement.

for the Employer

***John Van Horne***

Director of Human Resources

for the Union

***Blaine Gurrie***

President, CUPE Local 401

Renewed: March 19, 2019

Letter of Understanding #26

Between:

CITY OF NANAIMO

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

**Re: Downtown Parking Enforcement**

---

In recognition of the innovative agreement between the Employer and Union to move the downtown parking enforcement services currently being provided by an external contractor in-house, the City of Nanaimo and CUPE Local 401 agree to the following:

1. The employer agrees to incorporate the downtown parking enforcement services currently provided by an external contractor under the City of Nanaimo contract description, "Parking Operations Management and Enforcement Services Agreement" into the current Collective Agreement within the Bylaw Enforcement Department.
2. The newly created classification will encompass responsibilities relating to bylaw enforcement, parking, security and diplomacy. For greater clarity, this classification will have the same qualifications and pay rate as the current Bylaw Enforcement Officer classification. This position will be posted.
3. The work day and work week schedule for the new position will cover the period of Monday to Sunday, 7:00 a.m. – 9:00 p.m. 7 hour day, 35 hour week. The provisions of 18(d) shall apply to this classification.
4. The newly created classification is specifically excluded from the application of Article 27 (a) and Article 32 of the Collective Agreement for a period not to expire prior to December 31, 2015. After this date these provisions of the Collective Agreement will apply.
5. Should services revert to a third party contractor prior to December 31, 2015 expiry date the services provided will not be viewed as work normally performed in the future.
6. The employer may continue to use contractors to collect the coins and other monies from parking meters and kiosks. The parties agree Article 31 shall not apply to this work, or to any security work within the corporation. When practical, the employer will utilize the Commissionaires to collect the coins and other monies from parking meters and kiosks.

7. The City reserves the right to cancel this letter of understanding for any reason and revert to a third party contractor upon 60 days notice. Should the City cancel this letter of understanding, the Union reserves the right to file a grievance under Article 31 of the Collective Agreement.

for the Employer

for the Union

***John Van Horne***

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Director of Human Resources

***Blaine Gurrie***

---

President, CUPE Local 401

Date: May 18, 2012



Letter of Understanding #27

Between:

CITY OF NANAIMO

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

**Re: Water Treatment Plant Hours of Work**

---

The parties agree to the following terms for the operation of the Water Treatment Plant. The May 8, 2015 Letter of Understanding entitled **Water Treatment Plant – Hours of Work** is no longer in effect.

Water Treatment Plant Operators

1. The shift schedule for the Water Treatment Plant Operators will be four (4) shifts x 12 hours followed by four (4) days off. Employees will be paid for 12 hours straight time, with a one-half (½) hour paid lunch.
2. Employees will be paid 84 hours per pay period regardless of the hours in the two-week period.
3. The Water Treatment Plant Operators will be paid eight (8) hours time for every statutory holiday regardless of whether the employee works it or not. This can be paid out or taken as time off.
4. Any hours worked on the actual statutory holidays are paid or banked at double time (2x).
5. Vacation and sick time are accumulated on the basis of eight (8) hour days and a 2080 hour work year. For example three (3) weeks' vacation would be  $3 \times 5 \times 8 = 120$  hours per year and 18 days of sick time per year would be  $18 \times 8 = 144$  hours per year. Days off will be taken as 12-hour days (or portion thereof).
6. Scheduling vacation - generally only one Water Treatment Operator will be granted vacation at any time. Seniority shall be the governing factor in accordance with the Collective Agreement.
7. Overtime following any shift of twelve (12) hours or more will be at double time (2x) rate.
8. Overtime not following a scheduled shift (e.g. on a day off) is at one and one-half times (1½ x) rate for the first three (3) hours then double time (2x) rate for balance of the hours.
9. Overtime will be offered to Water Treatment Plant employees, including the Senior Water Treatment Plant Operator, in order of seniority.
10. Standby – Employees are only on standby for the evening following a scheduled afternoon shift. Employees will receive two (2) hours straight time at their regular rate of pay in accordance with clause 25(k). Standby time will be paid out.
11. Call-out will be paid as set out in clause 25(b) of the Collective Agreement.
12. Approved training on days off will be paid at straight time rates for the actual hours of the course.

13. Employees will receive two (2) 10-minute paid coffee breaks in addition to their lunch break depending on operational requirements.
14. Rotation through the different shifts on the operators' shift schedules will be done up to twice (2x) a year. No overtime will be paid, nor will any operator be paid for shifts not worked.

Senior Water Treatment Plant Operator

1. The shift schedule for the Senior Water Treatment Plant Operator will be five (5) shifts x 8 hours, Monday – Friday between the hours of 6:00 a.m. and 6:00 p.m. The annual hours will be 2080 hours.
2. Changes to the Senior Water Treatment Plant Operator's work schedule may be made with three (3) days' notice prior to the shift's commencement.
3. The Senior Water Treatment Plant Operator will be entitled to the statutory holidays set out in clause 21(a) of the Collective Agreement. Any hours worked on the actual statutory holiday will be paid or banked at double time.
4. Scheduling vacation will require co-ordination with the Water Treatment Operators to ensure operational coverage is maintained. Seniority shall be the governing factor in accordance with the Collective Agreement.
5. The Senior Water Treatment Plant Operator may be required to be on standby, in those cases Standby Allowance clause 25(k) will apply. Standby time will be paid out.
6. Call-out will be paid as set out in clause 25(b) of the Collective Agreement.
7. Approved training on days off will be paid at straight time rates for the actual hours of the course.
8. The Senior Water Treatment Plant Operator is entitled to a thirty (30) minute unpaid meal break as close as possible to the middle of the shift. Should the Senior Water Treatment Plant Operator be working alone (no lunch coverage) the employee will be paid 0.5 hours for the Meal Break at overtime rates.
9. The Senior Water Treatment Plant Operator will receive two (2) 10-minute paid coffee breaks in addition to the lunch break.

for the Employer

for the Union

***John Van Horne***

Director of Human Resources

***Blaine Gurrie***

President, CUPE Local 401

Renewed: March 19, 2019

Letter of understanding #28

Between:

CITY OF NANAIMO

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

**Re: Interpretive Memo on 4 Hour Minimum Shifts**

---

During negotiations of the 2014-2016 Collective Agreement the parties agreed to a change in clause 18(j) two new paragraphs to the existing language:

*With the exception of shifts set out above, an employee who is directed by the Employer to attend mandatory training or mandatory meetings on a scheduled day off will receive a minimum of two (2) hours pay.*

*All other regular work assignments, with the exception of the above, will be a minimum of four (4) hours.*

At the time that this new language was agreed upon, the Parties also agreed in principle that this new language should not result in the alteration or cancellation of Recreation programs.

For clarity, shifts in the following positions can be less than four (4) hours in duration:

1. Lifeguard Instructors in the following circumstances:
  - a) Instruction of aquatic programs and coverage incurred by such
  - b) Special events and private rentals.
  - c) Overload due to high capacity and late notice replacements for the remainder of the specific shift.
  
2. Cashiers and Clerk, Parks in the following circumstances:
  - a) Public recreation drop-in programs at any facilities
  - b) Special events and private rentals.
  - c) Overload due to high capacity and late notice replacements for the remainder of the specific shift.
  
3. All of Schedule C

for the Employer

for the Union

***John Van Horne***

Director of Human Resources

***Blaine Gurrie***

President, CUPE Local 401

Renewed: March 19, 2019

Letter of Understanding #29

Between:

CITY OF NANAIMO

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

**Re: Bylaw Enforcement Officer – Hours of Work**

---

In recognition of the unique characteristics of the Bylaw Enforcement Officer position in the City the Parties agree to modify the hours of work for one Bylaw Enforcement Officer position prior to posting and filling a vacancy in June 2016. This agreement represents a change in the hours of work for that position.

1. A normal working week will be Monday through Sunday, thirty-five (35) hours.
2. Normal working days shall be:
  - (a) Seven hour shifts scheduled between 7:00am – 9:00pm.
  - (b) Tuesday through Saturday or Sunday through Thursday, 7 hour shifts.

for the Employer

for the Union

***John Van Horne***

Director of Human Resources

***Blaine Gurrie***

President, CUPE Local 401

Renewed: March 19, 2019

Letter of Understanding #30

Between:

CITY OF NANAIMO

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

**Re: Lifeguard Instructors Scheduling**

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The purpose of this letter is to establish a trial during which the following changes will be used to address the concerns raised by employees and management related to scheduling and administration of Lifeguard Instructor scheduling. This agreement may be terminated by either party upon sixty (60) calendar days' written notice to the other party.

**Scheduling**

- It is understood and agreed that the full-time lifeguards will get their assigned schedule before any other lifeguards.
  - All full-time lifeguard positions shall be 40 hour per week positions.
  - Permanent full-time lifeguards will select a full-time shift block in order of seniority for the period starting in September. Once assigned, the permanent full-time lifeguard will own the shift block until the end of August of the following year.
  - Shift block schedules are subject to change during shutdown and summer periods. Other shift block schedule changes may arise based on operational needs and in accordance with Article 18(e) of the Collective Agreement.
1. The schedule for the operations must be set on a periodic basis as best they are understood at the time. For this purpose we shall define three distinct periods for 2013: 1. Jan/Feb/Mar/April/May/June; 2. July and Aug; and 3. Sep/Oct/Nov/Dec. These periods will be established each year based on the operational needs and communicated by the end of October in each year for the next year.
  2. Shift structure and format will be posted in the guard room no later than five weeks in advance of each of the three scheduling periods. Employees who so request in advance will be provided an electronic copy of the schedule via e-mail.
  3. Employee schedules will be subject to the demands of the users or other operational issues and as such it is recognized that specific slots and offerings in the schedule are subject to cancellation or additions. If there are additions or available shifts on the schedule during the period it will be offered to the permanent part-time lifeguards in order of seniority. Such work will be accepted on the condition that it is in addition to the schedule already accepted unless acceptance of such work would create overtime.
  4. No later than one week after posting the shift structure, the permanent part-time lifeguards will be asked in seniority order to identify their preferred schedule. Each lifeguard will have one day to select their preferences. Failure to do so will require the scheduler to move on and the lifeguard may not get their shift preferences. A lifeguard may designate, in writing only, another person to accept their schedule.

5. Individual staff may not change their schedule picks during each period.
6. Lesson sets will remain intact in the schedule and be offered as one unit. For example 5 or 10 week sets. A lifeguard scheduled a lesson set will be expected to work it in its entirety, except in cases of approved vacation.
7. Although the schedule may indicate the intended activity associated with a particular shift it is understood that shifts as identified may have teaching lessons, aqua-fit classes and/or any other component of the job description. An individual accepting a shift schedule is expected to be able to perform all work that is required in that schedule including any changes or additions made to that shift.
8. A permanent part-time who works no hours in any eighteen (18) month period will be terminated. Re-certification and/or training house shall not be considered working hours for this purpose. This does not include staff on WCB, approved medical leave or LTD.
9. In general the process for setting the period schedule will be as follows:
  - The schedule will be published indicating available shifts and timing indicating which shifts are tied together. For permanent part-time and permanent auxiliary lifeguards these will include lesson sets only.
  - Once the permanent part-time and permanent auxiliary lifeguards have selected their shifts, the remainder of the schedule will be filled out with the temporary and casual lifeguards.
  - Unanticipated absences of an urgent nature will be filled in the most expedient manner available. Absences with more than two (2) hours' notice shall be offered in seniority order first to permanent part-time lifeguards, then to temporary and casual lifeguards.

for the Employer

for the Union

***John Van Horne***

Director of Human Resources

***Blaine Gurrie***

President, CUPE Local 401

Date: March 13, 2019

Letter of Understanding #31

Between:

CITY OF NANAIMO

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

**Re: Building Officials**

---

On February 28, 2017, new provincial qualification requirements for building and plumbing officials established in the Building Act was enacted. The parties agree to the following terms regarding the Building Official classification to reflect the new legislation and to provide a three-level progression system:

1. The Building Official classification will remain as one classification with three different levels within the classification. All three levels will require the following minimum training and experience qualifications:

Possession of an Interprovincial Trades Qualification in Carpentry or Plumbing or a diploma from a recognized technical institute in Building Technology and 4 years building design and construction experience and a valid Class 5 BC Driver's Licence.

2. The job description will outline the differences between the minimum training and experience qualifications for the levels as follows:

- (a) Level 1 Building Official – Successful completion of the Building Officials Association of BC (BOABC) Level 1 building specialization exam or successful completion of the Plumbing Officials Association of BC (POABC) Level 1 plumbing specialization exam.
- (b) Level 2 Building Official – BOABC Level 2 certification (i.e. successful completion of the BOABC Level 2 building specialization exam plus 2 years related experience) or POABC Level 1 certification (i.e. successful completion of the POABC Level 1 plumbing specialization exam plus 2 years related experience).
- (c) Level 3 Building Official – BOABC Level 3 certification (i.e. successful completion of the BOABC Level 3 building specialization exam plus 4 years related experience) or POABC Level 2 certification (i.e. successful completion of the POABC Level 2 plumbing specialization exam plus 4 years related experience).

3. The pay rates for the three levels will be established as follows:

- (a) Level 1 Building Official – Pay level 11
- (b) Level 2 Building Official – Pay level 12
- (c) Level 3 Building Official – Pay level 13

The Building Official classification will continue to be subject to job evaluation. Future evaluations will be made based on the Level 2 Building Official qualifications, duties and responsibilities and any change to the classification will be reflected in a change to the Level 1 and Level 3 pay rates accordingly

(i.e. Level 1 will be one pay level less than Level 2, and Level 3 will be one pay level higher than Level 2).

4. The following current building Officials will have their pay rates green circled at a Pay Level 12:

Mike Bates                      Bert VanGrootheest

5. The following current Building Officials will be recognized at Level 2 and paid at Pay Level 12:

Joey Bergey                      Adrien Goddu                      Chris Wood  
Lexie Boekenkruger              Jason Wiles                      Tyler Zult  
Lindsay Fitzgerald

6. The following current Building Officials will have their pay rates increased to Pay Level 13 effective the date this Letter of Understanding is signed by both parties:

Bruce Lockhart                      Marc Valette                      Jason Vezina

7. The work performed by the Building Officials will correspond with the level they have obtained in accordance with the provincial legislation as outlined in the job description.
8. Future progressions for Building Officials from one level to another will be effective the date that the individual receives confirmation from BOABC or POABC that they have obtained the new certification level.
9. Future postings to fill vacant Building Official positions will include the job description that outlines the 3 levels. Internal applicants that meet the minimum qualifications for Level 1 will get first consideration for the position. In the event that the vacancy is not filled with an internal candidate, the Employer will have the ability to select an external candidate that meets the requirements for any of the 3 levels.

This letter shall be automatically renewed in the future and shall be appended to each future renewal Collective Agreement between the parties, unless both Parties mutually agree to let it expire.

for the Employer

for the Union

***John Van Horne***

Director of Human Resources

***Blaine Gurrie***

President, CUPE Local 401

Date: April 12, 2017



Letter of Understanding #32

Between:

CITY OF NANAIMO

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

**Re: Recycling In House**

---

The City of Nanaimo and CUPE Local 401 agree to the following:

1. The employer agrees to discontinue the current recycling contract (Curbside Recycling Services as performed by Waste Connections of Canada Inc. and starting in July 2018, have City employees perform the curbside collection of residential recycling currently provided by the external contractor under that contract.
2. The curbside collection of residential recycling will be performed as part of the existing Refuse Collector/Operator classification. The job description will be amended to reflect the addition of this service. The parties agree there will be no increase in pay as a result of this amendment and this amendment will not trigger a Job Evaluation.
3. Recycling services are specifically excluded from the application of Article 27 (a) and Article 32 of the Collective Agreement.
4. The City reserves the right to cancel this letter of understanding for any reason and revert to an external contractor for these recycling services upon 60-calendar days written notice.
5. Should the City choose to revert to using an external contractor, it will not result in layoffs, or vacant positions remaining un-filled.
6. Should the City choose to revert to using an external contractor, the terms of the Letter of Settlement between the City of Nanaimo and CUPE 401 [RE: Recycling Contractor Wage Rates Grievance] signed August 14, 2007 and subsequent amendment signed September 12, 2012, will remain in effect until the parties no longer agree to it.

for the Employer

for the Union

***John Van Horne***

Director of Human Resources

***Blaine Gurrie***

President, CUPE Local 401

Date: August 1, 2018

Letter of Understanding #33

Between:

CITY OF NANAIMO

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

**Re: Calculation of Permanent Auxiliary Status**

---

The Parties agree to the following terms regarding the calculation of Permanent Auxiliary (PA) status – clause 1(c)(i). More specifically, this Letter of Understanding is to ensure that the parties are in compliance with the *Human Rights Code* (the Code) in the application of the above clause.

The parties agree for maternity / parental leaves and for paid WCB short-term leave to freeze and exclude the period of time in which the individual was on leave, so that it neither counts for, nor against the employee for the purpose of the calculation of Permanent Auxiliary Status. The “designated frozen period” is treated as if it did not exist for calculating PA status; the 24 consecutive month period is suspended at the beginning of the leave and re-started at the end of the leave.

For other types of absences, if an employee wishes to have a period of time frozen in relation to an absence that may engage the protections under the Code, the employee must produce evidence to that effect. This would exclude absences related to situations such as regular child care requirements, medical absences unrelated to a disability and illnesses such as colds and flus.

The intent is not to modify the negotiated language to the extent that any absence can be frozen; only to account for situations where, if left as is, the parties could be inadvertently violating the Code.

for the Employer

for the Union

***John Van Horne***

Director of Human Resources

***Blaine Gurrie***

President, CUPE Local 401

Date: March 19, 2019

Letter of Understanding #34

Between:

CITY OF NANAIMO

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

**Re: Calculation of Permanent Employee Seniority**

---

1. The parties agree to the following regarding the calculation of seniority under clause 15(d), to ensure that the parties are in compliance with the *Human Rights Code* (the “Code”) in the application of the above clause.
2. In the event that an employee suffers from a disability or missed other time related to a protected ground under the Code, the parties will seek to ensure that the employee has not been disadvantaged in terms of their seniority calculation due to the protected ground.
3. When an employee accepts a permanent posting the employee will be given a reasonable amount of time to inform the employer of any Human Rights issues (Maternity leave, disability, etc.) that may affect the calculation of their seniority date.

for the Employer

for the Union

***John Van Horne***

Director of Human Resources

***Blaine Gurrie***

President, CUPE Local 401

Date: March 19, 2019

## **Job Evaluation Plan Maintenance Agreement**

**December 5, 2014**

### **Preamble**

The City of Nanaimo and CUPE Local 401 have developed a new joint job evaluation plan (job evaluation plan) with the goal of ensuring equity in compensation for City employees who are members of the Union. All CUPE Local 401 positions have been evaluated objectively by a joint committee whose members were appointed by the City and the Union. In order to ensure the ongoing integrity of the job evaluation plan, the following maintenance plan has been agreed to by the Parties.

### **1. Job Evaluation Steering Committee**

The Joint Job Evaluation Steering Committee (Steering Committee) was established to develop the job evaluation plan and will continue to monitor and oversee the maintenance of the plan. It consists of two (2) City representatives and two (2) Union representatives. Employees appointed to the Steering Committee will not suffer any loss of regular pay for their work on this Committee.

The role of the Steering Committee will include:

- (a) jointly refining the job evaluation plan and the maintenance agreement on an as needed basis;
- (b) establishing a Job Evaluation Committee and facilitating the work of that Committee (e.g. assisting to resolve issues referred to it by the committee, coordinating training for Committee members); and
- (c) working together to educate CUPE members and exempt supervisors about the job evaluation process.

### **2. Job Evaluation Committee**

#### Membership

A Job Evaluation Committee (JEC) will be established on the effective date of the implementation of the job evaluation plan. The JEC will be comprised of four members, two (2) appointed by the City and two (2) appointed by the Union. To ensure the integrity of the evaluations that take place during the maintenance of the job evaluation plan, there will be a transitional/training period during which the JEC will be comprised of the City and Union appointees who rated jobs using the job evaluation plan prior to the effective date of implementation (the external members) and two (2) employee members: one (1) appointed by the City and one (1) appointed by the Union. Once the transitional/training period has concluded, the external members of the Committee will be replaced by two (2) new employee members, one (1) appointed by the City and one (1) appointed by the Union, who will receive training from the external members.

The Parties will strive to ensure members of the JEC are selected from a cross-section of jobs and departments and that Committee composition reflects the diversity of the organization (e.g. gender balanced). Alternate JEC members will be appointed from the City and CUPE using the same criteria as for regular members. These alternates will only be required for training purposes, extenuating circumstances where the regular member is not able to attend, and to avoid any conflicts of interest (e.g. evaluation of jobs within own work unit). Employees appointed to the JEC will not suffer any loss of regular pay for their work on the Committee (including training, evaluating and reconsidering).

The need for consistency in the JEC is recognized; however, the regular membership will be reviewed every three (3) years. Should JEC members need to be replaced the goal is to change no more than half of the City appointees and half of the CUPE appointees at one time. The Parties will consult with each other prior to appointing Committee members or their alternates to the JEC; however, the final decision on appointments will remain with the respective Parties.

### Role

The purpose of the JEC is to review requests for evaluation and reconsideration commencing on the effective date of the implementation of the job evaluation plan. The JEC will evaluate and reconsider jobs in accordance with the job evaluation plan and the procedure outlined in this Agreement. The JEC will use consensus based decision-making to determine job evaluation methodology and to evaluate and reconsider jobs. Decisions made by the JEC are decisions of the whole Committee; individual members of the Committee are not required to defend these decisions. The discussion between Committee members during JEC meetings should be considered to be confidential.

If the members of the JEC are unable to reach consensus on the methodology and / or an evaluation or reconsideration decision, the matter shall be referred back to the steering committee prior to it being moved to arbitration under Article 12 of the collective agreement.

The JEC will maintain job evaluation plan integrity by evaluating job content rather than incumbent performance or work volume, evaluating jobs without reference to existing wage rates, avoiding conflicts of interest, and taking steps to ensure consistency in decisions.

Other responsibilities of the JEC are:

- Collecting further job-related information where required. This may include a job site visit (e.g. to assess working conditions) or interviews with the employee(s) and exempt supervisor(s) to clarify job information. Note: when collecting further job-related information, an equal number of Union and City appointees to the JEC must be present.
- When appropriate, making recommendations to the Employer to revise job descriptions to accurately reflect the required duties of these positions.
- Documenting decisions made and their rationale.
- Making a referral to the Steering Committee if unable to come to a consensus on an issue involving job evaluation.
- Making recommendations to the Steering Committee regarding changes to plan design or this Maintenance Agreement.

### **3. Administration**

Meetings of the JEC will be scheduled once per month (with the exception of the summer months) at a regular time and place. Meetings may be cancelled and/or additional meetings scheduled as needed. Full day meetings will be scheduled where required to ensure job evaluations and reconsiderations are conducted in a timely manner.

Human Resources (HR) will support the JEC by taking on the following responsibilities:

- (a) Scheduling meetings (as requested);
- (b) Preparing evaluation packages for the JEC;
- (c) Maintaining rating records; and

- 
- (d) Communicating to employee(s) and exempt supervisor(s) on behalf of the JEC on the status of requests for job evaluation and reconsideration, about information needed by the JEC, and about the results of job evaluations and reconsiderations.

#### **4. Job Evaluation & Reconsideration Procedures**

##### New Jobs

- (a) Applicable exempt supervisor prepares a job description.
- (b) HR and CUPE establish a temporary rate for the position.
- (c) The job is posted with the notation “subject to job evaluation” and any person appointed to the job is paid in accordance with the tentative evaluation.
- (d) Six (6) months after appointment to the job, the incumbent(s) completes a Job Information Questionnaire (JIQ) to be reviewed by the applicable exempt supervisor (with comments added where needed prior to sign-off). The draft job description may be amended, if necessary, based on the information in the JIQ.
- (e) The JIQ and job description are submitted to the JEC.
- (f) The JEC meets and evaluates the job. The JEC documents the results of the evaluation and the rationale and advises HR and CUPE of the decision.
- (g) HR notifies the employee(s) and exempt supervisor(s) of the job evaluation decision (with a copy to CUPE) and provides information about the reconsideration process.
- (h) The six (6) month review may result in an increase or decrease in the evaluated rate of pay or in the evaluated rate of pay remaining the same. An increase to the evaluated rate of pay will be retroactive to the date of the appointment to the job. A decrease in the evaluated rate of pay will be effective forty-five (45) calendar days after the date of the evaluation results are communicated to the employee.

##### Substantial Changes to Jobs

- (a) Employee(s) who believe their position has undergone a substantial change complete a Request for Evaluation form, identifying the changes, and send this to HR and CUPE. Note: a request for job evaluation may also be initiated by exempt supervisor(s) for positions that report to them, by CUPE or by HR.
- (b) HR date stamps the request form, takes steps to ensure the form has been properly completed by the employee(s) and exempt supervisor(s), and once completed, sends a copy to the Union.
- (c) HR responds to the requester(s) within five (5) working days of receiving the Request for Evaluation to provide information about the job evaluation process, a blank copy of the JIQ form, and any other applicable documentation (e.g. the job description).
- (d) In addition to requests for evaluation under paragraph (a) above, commencing five (5) years from the effective date of the implementation of the job evaluation plan, and annually thereafter, the Steering Committee will meet to identify a sample set of classifications, to a maximum of ten (10) per year, which have not, subsequent to the implementation of the job evaluation plan, had their job content reviewed. Once the sample set of classifications has been identified, HR will provide the incumbent(s) and their exempt supervisor(s) with the previously completed JIQ for the position, along with

- a request for the JIQ to be updated. The procedure set out in paragraphs (e)-(l) below will then apply.
- (e) Requester(s) complete the JIQ, provide a copy to the exempt supervisor(s) and/or employee(s) for review, and send the JIQ to HR within forty-five (45) calendar days of the Request for Evaluation.
  - (f) Applicable exempt supervisor(s) and/or employee(s) review JIQ and make comments on content where required. If there is disagreement between the employee(s) and exempt supervisor(s) on the content of the job, these individuals will meet to discuss the job in detail and will seek to resolve any differences. The employee may choose to have a shop steward present and the exempt supervisor may choose to have the applicable HR Consultant present. In no case will a member of the JEC be involved in the JIQ discussion. Disagreement on job content will not prevent the JIQ being forwarded to the JEC.
  - (g) HR takes steps to ensure the JIQ has been properly completed by the employee(s) and exempt supervisor(s) and reviews education and experience sections to ensure compliance with the agreed to job standards.
  - (h) HR reviews previous JIQ and job description to assess whether or not there has been a substantial change to the job. A substantial change is a change to the job duties or skills required that would/could change an evaluation of one or more factors; it must be a measurable, significant, qualitative change.
  - (i) Jobs which have been assessed as having undergone a substantial change since the most recent evaluation are referred to the JEC. If it is deemed that the job has not undergone a substantive change, HR notifies the employee(s), exempt supervisor(s), JE Steering Committee and the Union. If there is disagreement, the matter will be referred to the JE Steering Committee. If the matter cannot be resolved by the JE Steering Committee, it shall be referred to arbitration or an agreed to third party.
  - (j) If the request for review is forwarded to the JEC; the Committee meets and evaluates the job. The committee documents the results of the evaluation and advises HR and CUPE of the decision.
  - (k) HR notifies the employee(s) and exempt supervisor(s) of the job evaluation decision (with a copy to CUPE) and provides information about the reconsideration process.
  - (l) A request for evaluation may result in an increase or decrease in the evaluated rate of pay or in the evaluated rate of pay remaining the same. An increase to the evaluated rate of pay will be retroactive to the date the Request for Evaluation form was received by HR, provided the JIQ was submitted within forty-five (45) calendar days of that request in accordance with this procedure; otherwise, the retroactive date will be the date the JIQ was received by HR. A decrease in the evaluated rate of pay will be effective when the employee leaves the position. Until then, the affected employee(s) will continue to receive negotiated wage increases.
  - (m) Employees who relieve or substitute into positions in which the evaluated rate of pay has been decreased will receive the newly evaluated rate of pay effective on the day the reconsideration process has been completed (i.e. forty-five (45) days after the date of the evaluation or on the date of the reconsideration decision, whichever is later).

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Reconsiderations

- (a) Employee(s) submit a Request for Reconsideration form, identifying the specific factor(s) that the employee(s) consider to be incorrectly evaluated, to HR within forty-five (45) calendar days from the date of the job evaluation notification. Note: a Request for Reconsideration may also be initiated by exempt supervisor(s) for positions that report to them, by CUPE or by HR.
- (b) HR date stamps the Request for Reconsideration form, takes steps to ensure the form has been properly completed by employee(s) and exempt supervisor(s), and once completed, forwards it on to the JEC.
- (c) The JEC meets to review the Request for Reconsideration, the JIQ, the job description and any other applicable information, and reconsiders its evaluation decision in relation to the specific factors identified on the Request for Reconsideration form. The Committee has the authority to review any factors deemed relevant to provide context and ensure consistency.
- (d) The JEC documents the results of the reconsideration and advises HR and CUPE of the decision.
- (e) HR notifies the employee(s) and exempt supervisor(s) of the reconsideration decision (with a copy to CUPE).
- (f) A reconsideration request may result in an increase or decrease in the evaluated rate of pay or in the evaluated rate of pay remaining the same. An increase to the evaluated rate of pay will be retroactive to the date the Request for Evaluation form was received by HR, provided the JIQ was submitted within forty-five (45) calendar days of that request as per this procedure; otherwise, the retroactive date will be the date the JIQ was received by HR. A decrease in the evaluated rate of pay will be effective when the employee leaves the position. Until then, the affected employee(s) will continue to receive negotiated wage increases.
- (g) Employees who relieve or substitute into positions in which the evaluated rate of pay has been decreased will receive the newly evaluated rate of pay effective on the date of the reconsideration decision.
- (h) The affected employee(s) and/or exempt supervisor(s) may request that the Job Evaluation Steering Committee review the JEC reconsideration decision. Such a review will be limited to an evaluation of whether the process was correctly followed and whether or not the JEC evaluated the job in accordance with standard practices.
- (i) The reconsideration decision is final and binding.



## Qualification Standards for City of Nanaimo CUPE Positions

The following is an outline for managers and employees to use as a reference in their completion and review of the Job Information Questionnaire (JIQ) and the job description, specifically with respect to minimum qualification standards (i.e. education and experience).

When the manager is setting job requirements, it is their responsibility to adhere to human rights legislation. In addition, clause (b)(i) provides that the skill, knowledge and ability be *bona fide* (i.e. they shall be those necessary to perform the job function and they shall not be established in an arbitrary, discriminatory or bad faith fashion). Essentially, when qualifications are set for positions, they must be relevant to the role and must be reasonable.

In addition to ensuring that all minimum requirements for positions are *bona fide* occupational requirements, employees who are providing input and managers who are setting the requirements must also consider the following City of Nanaimo qualification standards to ensure consistency across the organization when appropriate:

### General

- The minimum qualifications are those which the incumbent must have at the time of hire to be able to perform the role competently.
- The minimum qualifications need to be practical in the sense that they are obtainable in the general labour market and “realistic” in that applicants are available that could meet those requirements.
- In-house training that would be appropriate to provide to a candidate following appointment to a position as part of the standard familiarization process should not be included as a minimum qualification for entry into the position.
- Qualifications that are “desirable” or “assets” are not to form part of the job description or JIQ.
- Where there is a practical possibility of equivalency, job descriptions should include the statement: “or equivalent combination of education and experience”.
- Note: the JIQ requires that in the case of a position which requires work experience through a certification or designation (e.g. apprenticeship, CGA), the experience gained through the training process is counted under the education factor, and NOT in the experience factor.
- If the manager or employee believe the minimum standard(s) for a specific position should be higher than the education and experience standard(s) noted below, justification for the increased minimum standard should be provided in writing to HR, who will assess whether the proposed qualifications are *bona fide*. HR will provide the updated qualifications to the Union when the job description has been updated.

## Education & Certification

- The following table should be used as a reference in completing the minimum education section of job descriptions and JIQs:

### Education Standards

	JIQ Education Level	Example
1	Completion of high school or less	
2	High school + formal certification	
3	6-12 months	Certificate
4	12-24 months	Diploma
5	24-36 months	
6	36-48 months	Bachelors Degree
7	48-60 months	
8	+60 months	

- Time-frames provided by educational institutions and professional associations are to be used as a reference when determining the educational level. Managers and employees should provide the reference material to justify the level selected (e.g. EOCP table, university course outlines, professional association education information).
- Grade 12 completion or equivalent (e.g. GED) is the minimum educational standard required for all positions. Permanent employees on payroll as of January 1, 2015 will be grand-parented and therefore will not be required to meet the Grade 12 minimum standard.
- Finance positions that require the minimum education of "Accounting 100" should be updated to reflect the equivalency of that course with the Applied Business Technology (Accounting Specialty).
- Class 5 Driver's License – should only be included as a minimum qualification if the position requires the incumbent to drive a vehicle in the normal course of the role.

## Experience

- The following table outlines how the minimum experience requirement in the job description should align to the experience level in the JIQ:

### Experience Standards

Minimum experience in job description	JIQ Experience Level
None	Up to (but excluding) three (3) months.
3 months	Three months (3) and up to (but excluding) six (6) months.
6 months	Six (6) and up to (but excluding) twelve (12) months.
1 year	Twelve (12) and up to (but excluding) twenty-four (24) months.
2 years	Twenty-four (24) and up to (but excluding) thirty-six (36) months.
3 years	Thirty-six (36) and up to (but excluding) forty-eight (48) months.
4 years	Forty-eight (48) and up to (but excluding) sixty (60) months.
5 years +	Sixty (60) months and over.

- Unless otherwise stated, the minimum experience required is assumed to be full-time in nature (i.e. minimum one (1) year of related experience required is one (1) year of *full-time* experience).

- The minimum experience required is defined as how long it would take an average individual to be able to develop the knowledge, skills and abilities to perform the role, considering that the individual has the required education and training.
- For entry level positions (e.g. cashier, custodian, labourer, etc.), the minimum experience required is typically from zero (0) to six (6) months depending on the complexity/diversity of duties.
- For semi-skilled positions (those that typically require some form of certification or formal education) the minimum experience requirements are usually from six (6) months to one (1) year.
- Semi-professional specialized and technically complex positions will typically require from two (2) to four (4) years of experience.
- Only in very rare situations will experience beyond five (5) years be required (i.e. very senior supervisory or technically analytical positions).
- A minimum of one (1) year of supervisory experience is required for all full-time supervisory positions. This experience should be included in the overall experience calculation when determining the appropriate experience level in the JIQ. It should be written in job descriptions as follows:  
*A total of x years of related experience which includes one (1) year of supervisory experience.*

## Clerical Position Standards

### 1. General

- **Typing Standard:** fifty (50) words per minute typing minimum required for positions requiring typing proficiency, speed and accuracy (i.e. for all standard clerical roles).
- **Power Typing Standard:** sixty (60) words per minute typing minimum required for positions in which the incumbent is “power typing” and therefore has a production typing requirement (i.e. volume and speed typing requiring greater levels of speed and accuracy than the standard clerical level).
- **Data Entry Standard:** one hundred (100) strokes per minute minimum for positions requiring the incumbent to perform data entry with speed and accuracy.
- **Adding Machine Standard:** two hundred (200) keystrokes per minute minimum for positions requiring the regular use of an adding machine.
- **Minimum Training Standard:** Grade 12 plus a minimum six (6) month Applied Business Technology or Administrative Assistant training program at an accredited educational institution (e.g. VIU or Sprott Shaw) plus related clerical experience as identified in Section 2 below.

**2. Experience**

The following table establishes the standards for the most common clerical experience levels. It is understood that some clerical positions may fall outside those defined experience levels.

**Clerical Experience Standards**

	JIQ Experience Level	Clerical Standard
8	60 months +	
7	48-60 months	
6	36-48 months	
5	24-36 months (i.e. 2 years minimum)	Complex clerical work within a technically specialized function
4	12-24 months (i.e. 1 year minimum)	Standard and/or routine clerical functions
3	6-12 months	
2	3-6 months (i.e. 3 months minimum)	Routine work on a short-term basis
1	0-3 months	

**SUBJECT INDEX**

This index is published for the convenience of those referring to provisions of the collective agreement. The Parties do not intend the index itself to have any significance in the interpretation of the collective agreement.

<b>A</b>	<b>F</b>
Accumulated Overtime .....22	Family Illness ..... 28
Acting Pay .....16	
Advance Notice of Lay Off .....18	<b>G</b>
	General Conditions
<b>B</b>	Employee Indemnification ..... 40
Bargaining Unit .....10	General Leave..... 28
Bereavement Leave .....27	Grievance Procedure
	Step 1 ..... 12
<b>C</b>	Step 2 ..... 13
Call Out Pay.....31	Step 3 ..... 13
Casual Employees .....10	Step 4 ..... 13
Cemetery Work Bonus .....31	Group Life Insurance ..... 37
Certifications, Memberships, Tickets, Licences .....34	
CHECK-OFF OF UNION DUES .....11	<b>H</b>
CLASSIFICATIONS .....44	Holidays
CONTRACT OR SUB-CONTRACTS.....39	Statutory Holidays ..... 23
Contracting Out	HOLIDAYS ..... 22
Restrictions on Contracting Out..... 40	Hours of Work
Copies of Agreement .....11	Reporting Pay ..... 21
COPIES OF AGREEMENT.....40	Rest Periods..... 20
CORRESPONDENCE .....12	Split Shifts..... 19
Crossing of Picket Lines During Strike .....14	HOURS OF WORK ..... 17
	Hours of Work – Building Maintenance Supervisor ..... 77
<b>D</b>	
Definition of Lay Off .....17	<b>I</b>
DEFINITIONS OF EMPLOYEE STATUS AND BENEFIT	Initial Seniority Placement ..... 7
ENTITLEMENT ..... 6	
Departmental Groupings .....7	<b>J</b>
Designation of Classifications .....19	JOB CLASSIFICATION AND RECLASSIFICATION – ..... 35
Direct Deposit .....32	Job Postings..... 15
Discharge, Suspension and Discipline	Jury Duty ..... 28
Crossing of Picket Lines During Strike .....14	
Discharge Procedure.....14	<b>L</b>
Warnings.....14	LABOUR MANAGEMENT COMMITTEE ..... 12
DISCRIMINATION ..... 11	LABOUR MANAGEMENT RELATIONS..... 12
	Layoffs and Recalls
<b>E</b>	Advance Notice of Lay Off ..... 18
Employee Assistance Plan.....38	Definition of Lay Off ..... 17
Employee Benefits	Designation of Classifications ..... 19
Coverage .....38	No New Employees ..... 19
Employee Assistance Plan.....38	Recall Procedure ..... 18
Group Life Insurance.....37	Role of Seniority in Lay Off ..... 17
Long Term Disability .....38	Leave for Union Members..... 27
Medical Insurance.....36	Leave of Absence
Pensions.....36	Bereavement Leave..... 27
EMPLOYEE BENEFITS.....36	Exceptions During Vacation..... 28
Employee Indemnification .....40	Family Illness ..... 28
Employment Deemed to be Continuous.....30	General Leave..... 28
Employment during Pregnancy.....29	

Jury Duty .....28  
 Leave for Union Members .....27  
 Paid Union Business .....27  
 Parental Leave .....28  
 Promotion to Management Position .....28  
 Unpaid Union Business .....27  
 Letter of Understanding  
     Contracting Out .....68  
     Contracting Out Issues .....69  
 Letter of Understanding  
     (Clause 18(b) & (c) - Hours of Work) & Clause 25(f)(i) -  
     Wage Schedule "A" & "B") .....50  
 Aquatic Facility Staffing .....66  
 Article 18 - Hours of Work- Police Switchboard  
     Operators, 911 Operators, (3) full-time and (2)  
     part-time Records Data Clerks, Watch Clerks and  
     Guards .....56  
 Bylaw Enforcement Officer – Commercial Transport 64  
 Bylaw Enforcement Officer – General Duty Weekends  
     and Evenings .....62  
 Custodial Shifts in Recreation & Culture .....81  
 EI REBATE .....76  
 Hours of Work - Police Employees .....56  
 Job Evaluation .....78  
 Nanaimo Aquatic and Leisure Centre .....65  
 Preferred Custodial Shifts ..... 80, 81, 82, 83  
 Rotational Shift - Bylaw Enforcement Officer/Bicycle  
     Patrol .....62  
 Shift Premium – Custodians .....80  
 Utilities Division – Operator in Training .....67  
 VICC, Food Services Contracts, GPS Usage and Parking  
     .....79  
 Long Term Disability .....38

**M**

Management Rights  
     Management Rights .....10  
     Not Discriminatory .....10  
 Medical Insurance .....36  
 Memorandum of Agreement  
     Beban Merger .....73  
     Reintegration of Injured Workers .....71

**N**

NEW EMPLOYEES .....11  
 No New Employees .....19

**O**

Overtime  
     Accumulated Overtime .....22  
 OVERTIME .....21  
 Overtime Meal Allowance .....31

**P**

Paid Union Business .....27  
 Parental Leave .....29  
 Payment of Wages and Allowances  
     Call Out Pay .....31

Cemetery Work Bonus ..... 31  
 Overtime Meal Allowance ..... 31  
 Pensions ..... 36  
 Permanent Full-Time Employees ..... 6  
 Permanent Part-Time Employees ..... 6  
 Permanent Part-time Employees without a Posted  
     Permanent Position (Permanent Auxiliary Employees)  
     ..... 7  
 Pregnancy Leave ..... 28  
 Probationary Employees ..... 9  
 Promotion to Management Position ..... 28  
 Promotions and Staff Changes  
     Acting Pay ..... 16  
     Job Postings ..... 15  
     Request for Alternate Employment ..... 17  
     Temporary Vacancies ..... 17  
     Trial Period ..... 17

**Q**

Qualifying Period ..... 7

**R**

Rates for Lead Hand ..... 31  
 Recall Procedure ..... 18  
 Reporting Pay ..... 21  
 Request for Alternate Employment ..... 17  
 RESOLUTIONS AND REPORTS OF THE EMPLOYER ..... 12  
 Rest Period ..... 20  
 Role of Seniority in Lay Off ..... 17

**S**

Safety and Health  
     Pay for Clothing ..... 39  
     Safety and Health Reports, Records and Data ..... 39  
     Safety Measures ..... 39  
     Union-Employer Safety Committee ..... 39  
 SAFETY AND HEALTH ..... 39  
 Safety Footwear Allowance ..... 34  
 Seniority  
     Probationary Employees ..... 14  
     Seniority Defined ..... 14  
     Seniority List ..... 14  
 SEXUAL HARASSMENT ..... 35  
 SHIFT WORK ..... 22  
 SICK LEAVE PROVISIONS ..... 25  
 Snow Plowing Allowance ..... 34  
 Split Shifts ..... 21  
 Standby Allowance ..... 33  
 Subrogation Rights ..... 32  
 Substitution Pay ..... 32  
 Supplementation of Compensation Award ..... 37  
 Swimwear Allowance ..... 35

**T**

Temporary Vacancies ..... 17  
 Temporary/Employees ..... 9  
 Term of Agreement  
     Agreement to Continue in Force ..... 41  
     Effective Date ..... 41

Tool Allowance .....	33
Trial Period.....	17
<b>U</b>	
UNION SECURITY .....	11
Unpaid Union Business .....	27
<b>V</b>	
VACATIONS .....	23
<b>W</b>	
Wage Schedule	
APPRENTICESHIP RATES.....	49
LIFEGUARD/INSTRUCTOR RATES: .....	49
WAGE SCHEDULE .....	42

Wage Schedule A & B .....	32
Wage Schedule C (Seasonal and Casual) .....	32
Wages and Allowances	
Certifications .....	34
Certifications, Memberships, Tickets, Licences .....	34
Direct Deposit.....	32
Licences .....	34
Memberships .....	34
Rates for Lead Hand .....	21
Safety Footwear Allowance.....	34
Snow Plowing Allowance.....	34
Standby Allowance .....	33
Subrogation Rights .....	32
Substitution Pay .....	32
Swimwear Allowance .....	35
Tickets .....	34
Tool Allowance .....	33
Wage Schedule A & B .....	32
Wage Schedule C (Seasonal and Casual) .....	32