

AGREEMENT

between

THE CITY OF NANAIMO



and

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 401**

JANUARY 1, 2011 – DECEMBER 31, 2013

TABLE OF CONTENTS

1.	DEFINITIONS OF EMPLOYEE STATUS AND BENEFIT ENTITLEMENT	2
	(a) Permanent Full-Time Employees	2
	(b) Permanent Part-Time Employees	2
	(c) Probationary Employees	3
	(d) Temporary/Employees	3
	(e) Casual Employees	4
	(f) Permanent Part-time Employees without a Posted Permanent Position (Permanent Auxiliary Employees)	4
	(i) Qualifying Period	4
	(ii) Initial Seniority Placement	5
	(iii) Classification	5
	(iv) Departmental Groupings	5
	(g) Recognition of Former Service for Seniority Purposes	7
2.	MANAGEMENT RIGHTS.....	7
	(a) Management Rights	7
	(b) Not Discriminatory	7
3.	RECOGNITION AND NEGOTIATIONS.....	7
4.	NO DISCRIMINATION	7
5.	UNION SECURITY.....	7
6.	CHECK-OFF OF UNION DUES	8
7.	NEW EMPLOYEES	8
8.	CORRESPONDENCE	8
9.	LABOUR MANAGEMENT COMMITTEE	8
10.	LABOUR MANAGEMENT RELATIONS	9
11.	RESOLUTIONS AND REPORTS OF THE EMPLOYER.....	9
12.	GRIEVANCE PROCEDURE	9
	Step 1.....	9
	Step 2.....	9
	Step 3.....	10
	Step 4.....	10
13.	N/A	10
14.	DISCHARGE, SUSPENSION AND DISCIPLINE	11
	(a) Warnings	11
	(d) Discharge Procedure	11
	(e) Crossing of Picket Lines During Strike	11
15.	SENIORITY.....	11
	(a) Seniority Defined.....	11
	(b) Seniority List.....	11
	(c) Probationary Employees	12
16.	PROMOTIONS AND STAFF CHANGES	12
	(a) Job Postings.....	12
	(d) Acting Pay.....	14
	(e) Trial Period	14
	(f) Request for Alternate Employment	14
	(g) Temporary Vacancies	14

17.	LAYOFFS AND RECALLS	15
	(a) Definition of Lay Off	15
	(b) Role of Seniority in Lay Off.....	15
	(c) Advance Notice of Lay Off.....	15
	(d) Recall Procedure	16
	(e) No New Employees	16
	(f) Designation of Classifications.....	16
18.	HOURS OF WORK	16
	(g) Rest Periods.....	18
	(j) Reporting Pay	18
	(k) Split Shifts.....	19
19.	OVERTIME	19
	(e) Accumulated Overtime	20
20.	SHIFT WORK.....	20
21.	HOLIDAYS	21
22.	VACATIONS	21
23.	SICK LEAVE PROVISIONS.....	23
24.	LEAVES OF ABSENCE.....	25
	(a) Paid Union Business	25
	(b) Unpaid Union Business.....	25
	(c) Leave for Union Members.....	25
	(d) Bereavement Leave.....	25
	(e) Family Illness	26
	(f) Exceptions During Vacation	26
	(g) Jury Duty	26
	(h) General Leave.....	26
	(i) Promotion to Management Position.....	26
	(j) Pregnancy Leave	26
	(k) Employment during Pregnancy	27
	(l) Parental Leave.....	27
	(m) Employment Deemed to be Continuous.....	28
25.	PAYMENT OF WAGES AND ALLOWANCES.....	29
	(b) Call Out Pay	29
	(c) Cemetery Work Bonus	29
	(d) Overtime Meal Allowance.....	30
	(e) Rates for Lead Hand	30
	(f)	31
	(i) Wage Schedule A & B	31
	(ii) Wage Schedule C (Seasonal and Casual)	31
	(g) Substitution Pay	31
	(h) Direct Deposit.....	31
	(i) Subrogation Rights	31
	(j) Standby Allowance	32
	(k) Tool Allowance	32
	(l) Safety Footwear Allowance.....	33
	(m) Snow Plowing Allowance	33
	(n) Certifications, Memberships, Tickets, Licences.....	33
	(o) Swimwear Allowance	34

26.	HARASSMENT	34
27.	JOB CLASSIFICATION AND RECLASSIFICATION	34
28.	EMPLOYEE BENEFITS	35
	(a) Pensions	35
	(b) Medical Insurance	35
	(c) Group Life Insurance	36
	(d) Supplementation of Compensation Award	36
	(e) Coverage	37
	(f) Employee Assistance Plan	37
	(g) Long Term Disability	37
29.	SAFETY AND HEALTH	38
	(a) Union-Employer Safety Committee	38
	(b) Safety Measures	38
	(c) Pay for Clothing	38
	(d) Safety and Health Reports, Records and Data	39
30.	N/A	39
31.	CONTRACT OR SUB-CONTRACTS	39
32.	CONTRACTING OUT	39
	Restrictions on Contracting Out	39
33.	N/A	39
34.	GENERAL CONDITIONS	39
	(a) Employee Indemnification	39
35.	N/A	40
37.	GENERAL	40
38.	TERM OF AGREEMENT	40
	(a) Effective Date	40
	(b) Agreement to Continue in Force	40
	WAGE SCHEDULE	42
	LETTER OF UNDERSTANDING #1	51
	Re: Article 18(b) & (c) - Hours of Work, Article 25(f)(i) - Wage Schedule "A" & "B"	51
	APPENDIX TO SCHEDULE "A" & "B"	55
	LETTER OF UNDERSTANDING #2	56
	Re: Contracting Out	56
	LETTER OF UNDERSTANDING #3	57
	Re: Article 18 - Hours of Work- RCMP Switchboard Operators, 911 Operators, (3) full-time and (2) part-time Records Data Clerks, Watch Clerks and Guards	57
	LETTER OF UNDERSTANDING #4	59
	Re: Shift Work - Data Records Clerk (RCMP)	59
	LETTER OF UNDERSTANDING #5	61
	Re: Rotational Shift - Bylaw Enforcement Officer/ Bicycle Patrol	61
	LETTER OF UNDERSTANDING #6	63
	Re: Bylaw Enforcement Officer – Commercial Transport	63

LETTER OF UNDERSTANDING #7	65
Re: Shift Premium – Custodians.....	65
LETTER OF UNDERSTANDING #8	ERROR! BOOKMARK NOT DEFINED.
Re: Hours of Work - RCMP Employees.....	Error! Bookmark not defined.
LETTER OF UNDERSTANDING #9	66
Re: Nanaimo Aquatic and Leisure Centre	66
LETTER OF UNDERSTANDING #10	67
Re: Aquatic Facility Staffing.....	67
LETTER OF UNDERSTANDING #11	69
Re: Utilities Division – Operator in Training.....	69
LETTER OF UNDERSTANDING #12	71
Re: Contracting Out Issues.....	71
MEMORANDUM OF AGREEMENT #1	73
Re: Reintegration of Injured Workers	73
MEMORANDUM OF AGREEMENT #2	75
Re: Beban Merger	75
LETTER OF UNDERSTANDING #13	79
Re: EI REBATE	79
LETTER OF UNDERSTANDING #14	80
Re: Bylaw Enforcement Officer – General Duty Weekends and Evenings	80
LETTER OF UNDERSTANDING #15	81
Re: Hours of Work – Building Maintenance Supervisor	81
LETTER OF UNDERSTANDING #16	82
Re: Wellness and Sick Leave Committee.....	82
LETTER OF UNDERSTANDING #17	83
Re: Job Evaluation	83
LETTER OF UNDERSTANDING #18	85
Re: VICC, Food Services Contracts, BPS Usage and Parking.....	85
LETTER OF UNDERSTANDING #19	86
Re: Training Committee	86
LETTER OF UNDERSTANDING #20	87
Re: Custodial Shifts in Recreation & Culture.....	87
LETTER OF UNDERSTANDING #21	88
Re: Preferred Custodial Shifts	88
SUBJECT INDEX	89

THIS AGREEMENT effective January 1st, 2010 to December 31st, 2013

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 35, 37.5, 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

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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 article 1(f)(v), 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 section 1(b)(iv).
 - In order to be considered for additional work under this subsection 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 subsection 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 subsection 1(b)(iv).

(c) 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.

(d) 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 ten percent (10.0%) 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 article 1(g). 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.

(e) 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 ten percent (10.0%) 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 new Article 1(g).

(f) Permanent Part-time Employees without a Posted Permanent Position (Permanent Auxiliary Employees)

(i) Qualifying Period

Effective 2008-FEBRUARY-25, 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

- (a) 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 permanent auxiliary obtains a posted permanent position, when subsection(c) below shall apply.
- (b) The initial seniority ranking for permanent auxiliaries, as above, shall be based upon initial hiring date.
- (c) 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 article 1(g).

(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, Annex, Purchasing, Fire
- Police Services
- Recreation & Culture – 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) 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 article 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 article 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 article 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 subsection (3)(i) above.

- (vi) 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.
- (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 (vi) 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 subsections (vii) and (viii).

(g) Recognition of Former Service for Seniority Purposes

For the purposes of sections 1(d), 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. 5 shifts worked equals 7 days seniority)

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 Union Agreement is in effect and with the conditions of employment set out in the Articles 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 to their Job Steward or Representative. 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) working 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. If the matter is not resolved within five (5) working 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 or designate, a third stage meeting will be held between the parties. The City Manager or designate will respond in writing stating the City's Step 3 position within seven (7) working 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 or such longer time as is mutually agreed to, the matter shall be referred to a single, one person Arbitrator who may be appointed, if it is mutually agreeable to both Parties, failing such agreement the matter shall be referred to an Arbitration Board no later than twenty (20) work days after the completion of the third step, consisting of two (2) members and a Chairperson to be chosen in the manner following:
 - (a) Each Party to this Agreement shall appoint an Arbitrator and the two (2) Arbitrators so appointed shall appoint a Chairperson, but should they fail, the Minister of Labour of British Columbia shall be asked to appoint a Chairperson.
 - (ii) The Arbitration Board shall then proceed to hear the Arbitration and shall render its decision within fifteen (15) work days from the date of the hearing or such longer period as the Parties shall agree to.
 - (iii) The decision of any two (2) members of the Board shall be the decision of the Board and shall be final and binding on the Parties, providing that if there is no majority decision, the decision of the Chairperson shall be the majority decision. 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.
 - (iv) Each Party will bear the cost of remuneration and expenses of the Arbitrator it appoints and one-half (1/2) of the remuneration and expense of the Chairperson and other expenses of the Board.
- (b) It is mutually 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 Article 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 R.C.M.P. 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) 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 sixty (60) 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 bonafide (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 Article 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 article 1(f)(v)] 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 article 1(f)(v)], 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 lay off, 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 paragraph (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 (1/2) 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 paragraph (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 Zamboni operators):
8 a.m. to 8 a.m. - Sunday through Saturday
8 hour day - 40 hour week
- (2) Mechanic Trades Person, Trades Assistant
8 a.m. to Midnight - Monday through Friday
8 hour day - 40 hour week
- (3) Street Sweeper:
5 a.m. to 1 p.m. - Friday through Tuesday
8 hour day - 40 hour week
- (4) Service Centre Maintenance:
12 noon to 8:00 pm - Monday through Friday
8 hour day - 40 hour week
- (5) Waterworks Technician:
8 a.m. to 4:30 p.m. - Sunday through Saturday
8 hour day - 40 hour week
- (6) Recreation Staff:
8 a.m. to 11 p.m. - Sunday through Saturday
8 hour day - 40 hour week
- (7) Aquatic Staff:
5 a.m. to Midnight (3 a.m. on occasion) - Sunday through Saturday
8 hour day - 40 hour week
- (8) Recreation Facilities - Switchboard Typist:
8 a.m. to 8 p.m. - Monday through Friday
7 hour day - 35 hour week - no split shifts
- (9) Data Records Clerk (RCMP):
8 a.m. to 11:30 p.m. - Sunday through Saturday
7 hour day - 35 hour week
(Subject to Letter of Understanding - 12 hour shifts)
- (10) RCMP Records Supervisor:
7 a.m. to 11 p.m. - Sunday through Saturday
7 hour day - 35 hour week
- (11) Computer Support Positions:
8 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 a.m. to 5 p.m. - Monday through Friday
(Saturday & 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 paragraph 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.

(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.

Effective 2001-MAY-23, 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 (1.5) 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.

(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.

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 for the first three (3) hours and double time 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 (1.5X). 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 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 and September 1st 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 the month of May 31st, for the previous years' overtime.

Any accumulated time left at the end of May 31st 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 Article 18 (h).

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

(g) Scheduled Overtime (i.e. overtime that is scheduled by the Employer in advance of the time it is worked) shall be allocated on the basis of seniority among the members of the applicable crew(s) who normally perform the work in question.

(h) Unscheduled overtime (i.e. 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 Article 18(d) are required, seven and one-half (7 1/2) 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 Article 18(c) are required, six and one-half (6 1/2) hours work shall constitute a full shift for which seven (7) hours pay at regular rates will be paid.

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	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
British Columbia 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) Upon written request to the employer by December 15th of any year, employees will have the option of carrying over and banking up to five (5) days per year of their annual vacation entitlement, however they must first use a minimum of fifteen (15) days per year of their vacation entitlement. Approval of an application to access an employee's vacation bank will be at the Employer's discretion. 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 above. 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 first calendar year	3 weeks	6% of regular wages
	pro-rated at	
During second to fifth calendar years	3 weeks	6% of regular wages
During sixth to thirteenth calendar years	4 weeks	8% of regular wages
During fourteen to twentieth calendar years	5 weeks	10% of regular wages
During twenty-first and subsequent calendar years	6 weeks	12% of regular wages

(d) 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 31st.

(e) 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.

(f) 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.

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 (1-1/2) 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 paragraph, 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 Section 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 B.C. Pension (Municipal) 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) (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.
- (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) Sick Leave Bank - 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 LTD claim, shall have their pay reduced to 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 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 Long Term Disability 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, brothers, sisters, parents-in-law, sister-in-law, brother-in-law, step-parents, grandchildren and grandparents of an employee.

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 (life threatening) illness of other members of an employee's immediate family, as defined in Article 24(d).

(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.

(j) Pregnancy Leave

(1) A pregnant employee who requests leave under this section is entitled to up to seventeen (17) weeks of unpaid leave:

(a) beginning

(i) no earlier than eleven (11) weeks before the expected birth date, and

(ii) no later than the actual birth date, and

- (b) ending
 - (i) no earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period, and
 - (ii) no later than seventeen (17) weeks after the actual birth date
- (2) 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.
- (3) 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 (1) or (2) above.
- (4) A request for leave must
 - (a) be given in writing to the employer,
 - (b) 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
 - (c) 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 (3) above.
- (5) A request for a shorter period under subsection (1)(b)(i) above must
 - (a) be given in writing to the employer at least one (1) week before the date the employee proposes to return to work, and
 - (b) 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

- (1) An employee who requests parental leave under this section is entitled to,
 - (a) for a birth mother who takes pregnancy leave under 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 thirty-five(35) consecutive weeks of unpaid leave beginning immediately after the end of the pregnancy leave taken under section 24(j) above, unless the employer and employee agree otherwise,
 - (b) for a birth mother who does not take pregnancy leave under 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 thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after the event,
 - (c) for a birth father, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event, and
 - (d) for an adopting parent, up to thirty-seven (37) consecutive weeks beginning within fifty-two (52) weeks after the child is placed with the parent.
- (2) 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 (1).
- (3) A request for leave must
 - (a) be given in writing to the employer,
 - (b) if the request is for leave under subsection (1)(a) or (b), be given to the employer at least four (4) weeks before the employee proposes to begin leave, and
 - (c) if required by the employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
- (4) An employee's combined entitlement to leave under this section (24)(k) and pregnancy leave under section 24(j) is limited to fifty-two (52) weeks, plus any additional leave the employee is entitled to under subsection 24(j)(3) or subsection (2) of this section.

(I) Employment Deemed to be Continuous

- (1) The services of an employee who is on pregnancy/parental leave under this Article are deemed to be continuous for the purposes of:

- (a) calculating annual vacation entitlement, and
 - (b) any pension, medical or other plan beneficial to the employee.
- (2) In the following circumstances, the Employer must continue to make payments to the health and welfare benefit plans and pension as though the employees were not on leave:
- (a) if the Employer pays the total cost of the plan;
 - (b) 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.
- (3) The employee is entitled to all increases in wages and benefits the employee would have been entitled to had the leave not been taken.
- (4) Subsection (1) 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".
- (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 fifteen dollars (\$15.00).

- (i) The definition of a normal working day is defined in Articles 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 unscheduled overtime shifts.
- (iii) Where an employee is required to work overtime in conjunction with their normal working day, one meal allowance will apply after three (3) hours of overtime worked and each additional four (4) hours of overtime worked thereafter.
- (iv) Where an employee is called out, one meal allowance will apply, and after a minimum of three (3) hours worked.
- (v) In the case of a call-out overtime shift being longer than a normal working day, such as a twelve (12) hour shift, then the employee would be entitled to two (2) meal allowances. One allowance would apply after the first three (3) hours and one allowance after each additional (7) or (8) hours worked thereafter as applicable.
- (vi) 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.

Note: no employee hired on or before Apr 11, 1996 shall have their wage reduced as a result of the above change.

(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 (1/2) 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 article [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) 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 may be provided for this purpose.
- (iii) For each regular working day this employee is on call, the designated employee will be paid two 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 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 Article 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.

(k) 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 dollars (\$300.00) 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. Effective January 1, 2012, this allowance shall be increased to three hundred and fifty dollars (\$350).

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.

(l) Safety Footwear Allowance

The Employer shall reimburse regular full-time employees for the purchase or repair of steel-toed safety boots or approved safety foot wear, to a maximum of two hundred dollars (\$200) every twenty-four (24) months. Effective January 1, 2012, this allowance shall be increased to two hundred and fifty dollars (\$250) every twenty-four (24) months.

(m) Snow Plowing Allowance

Operators required to drive equipment involved in sanding and salting or in plowing snow shall be paid an allowance of fifty cents (\$0.50) per hour for time actually worked on straight-time shifts while doing so only. This allowance shall not be paid on overtime shifts.

(n) 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.

(o) 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) or more in any twenty-four (24) month period shall reimburse the Employer in the following circumstances:

- They do not successfully complete the training in question, or
- They voluntarily leave the service of the Employer within two (2) years of completing the training, prorated on the basis of time worked by the employee before voluntarily leaving during the requisite two (2) year period.

(P) Swimwear Allowance

Effective January 1, 2012, permanent employees required to wear bathing suits in performing their duties for the Employer shall be entitled to a one hundred dollar (\$100) bathing suit 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.

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) Job classifications covered by the Joint Job Evaluation Plan shall be subject to the Memorandum of Agreement dated 2005-FEBRUARY-01, appended to the Collective Agreement.
- (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.

NOTE: All existing positions shall be evaluated under the new JE Memorandum of Agreement (appended to this document) to establish placement on the new wage curve that comes into effect, 2006-JANUARY-01, if possible prior to that date. Requests for re-evaluation received prior to 2004-NOVEMBER-23 shall be processed using the new JE Memorandum, but retroactivity, if any, shall be based upon the wage schedule for the appropriate year.

28. EMPLOYEE BENEFITS

(a) Pensions

- (i) All employees shall be advised three (3) months in advance of the date of their superannuation.
- (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 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 twenty-five hundred (\$2500.00) for each dependent child, as defined in the plan documents.

- (iii) The Extended Health Plan shall include Vision Care coverage in the amount of three hundred and fifty dollars (\$350.00) every two (2) years, exclusive of optometrist fees. Effective January 1, 2012, this coverage amount shall be increased to four hundred dollars (\$400). 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) Group Life and one hundred thousand dollars (\$100,000) Accidental Death and Dismemberment Insurance.

Optional Plan

Each employee may apply for an additional one hundred thousand dollars (\$100,000) Group Life and one hundred thousand dollars (\$100,000) 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 by the Employer 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 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 and 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 twenty-five hundred dollars (\$2500) 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 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

(a) 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.

On a trial basis for the 2007 to 2010 agreement only, the Union shall have the agreement booklets printed, not the Employer. In doing so, the Union will provide the Employer with three (3) legitimate quotes from local printers for printing the booklets. The Employer's share of the cost of printing shall be based on fifty percent (50%) of the lowest of these quotes, irrespective of where the Union has the booklets printed.

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, 2011 to December 31, 2013 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

SEALED WITH THE SEAL OF THE CITY OF NANAIMO AND SIGNED BY:



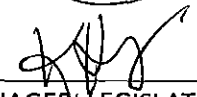
PRESIDENT



MAYOR **John Ruttan, Mayor**



2nd VICE PRESIDENT



MANAGER, LEGISLATIVE SERVICES
Kristin King

WAGE SCHEDULE

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

Effective 2011-JANUARY-01 - two percent (2.0%) across the board

Effective 2012-JANUARY-01 – two percent (2.0%) across the board

Effective 2013-JANUARY-01 – two percent (2.0%) across the board

Pay Levels	Hourly Rate (7 Jan 1/11)	Hourly Rate (8 hrs) Jan 1/11
1	22.11	
2	23.06	
3	24.01	
4	24.98	
5	25.93	
6	26.88	
7	27.87	
8	28.78	
9	29.75	
10	30.71	
11	32.46	32.00
12	34.46	34.03
13	36.74	36.30
14	39.29	38.84
15	42.12	41.67
16	45.17	44.71
17	48.44	47.97
18	51.91	51.45
19	55.60	55.15

WAGE SCHEDULE

Classification	Rate	Rate	Rate
	01-Jan-11	01-Jan-12	01-Jan-13
	2.0%	2.0%	2.0%
Level 1	\$ 22.11	\$ 22.55	\$ 23.00
Level 2	\$ 23.06	\$ 23.52	\$ 23.99
Level 3	\$ 24.01	\$ 24.49	\$ 24.98
Level 4	\$ 24.98	\$ 25.48	\$ 25.99
Level 5	\$ 25.93	\$ 26.45	\$ 26.98
Level 6	\$ 26.88	\$ 27.42	\$ 27.97
Level 7	\$ 27.84	\$ 28.40	\$ 28.97
Level 8	\$ 28.78	\$ 29.36	\$ 29.95
Level 9	\$ 29.75	\$ 30.35	\$ 30.96
Level 10	\$ 30.71	\$ 31.32	\$ 31.95

7 hr day – Schedule B

Level	01-Jan-11	01-Jan-12	01-Jan-13
Level 11	\$ 32.46	\$ 33.11	\$ 33.77
Level 12	\$ 34.46	\$ 35.15	\$ 35.85
Level 13	\$ 36.74	\$ 37.47	\$ 38.22
Level 14	\$ 39.29	\$ 40.08	\$ 40.88
Level 15	\$ 42.13	\$ 42.97	\$ 43.83
Level 16	\$ 45.18	\$ 46.08	\$ 47.00
Level 17	\$ 48.44	\$ 49.41	\$ 50.40
Level 18	\$ 51.91	\$ 52.95	\$ 54.01
Level 19	\$ 55.60	\$ 56.71	\$ 57.84

8 hr day – Schedule A

Level	01-Jan-11	01-Jan-12	01-Jan-13
Level 11	\$ 32.00	\$ 32.64	\$ 33.29
Level 12	\$ 34.04	\$ 34.72	\$ 35.41
Level 13	\$ 36.30	\$ 37.03	\$ 37.77
Level 14	\$ 38.84	\$ 39.62	\$ 40.41
Level 15	\$ 41.67	\$ 42.50	\$ 43.35
Level 16	\$ 44.71	\$ 45.60	\$ 46.51
Level 17	\$ 47.97	\$ 48.93	\$ 49.91
Level 18	\$ 51.46	\$ 52.49	\$ 53.54
Level 19	\$ 55.15	\$ 56.25	\$ 57.38

CLASSIFICATIONS

Classification	01-Jan-11	01-Jan-12	01-Jan-13
Level 1	\$ 22.11	\$ 22.55	\$ 23.00
Level 2	\$ 23.06	\$ 23.52	\$ 23.99
Clerk (temp/casual) Labourer Labourer Relief - Sanitation			
Level 3	\$ 24.01	\$ 24.49	\$ 24.98
Cashier			
Level 4	\$ 24.98	\$ 25.48	\$ 25.99
Custodian Equipment Operator, Asphalt Program Assistant, Arenas Truck Driver - Parks Water Meter Reader Water/Wastewater Systems Operator in Training			
Level 5	\$ 25.93	\$ 26.45	\$ 26.97
Invoice Clerk Parks Utility Assistant Sanitation Worker Stores Clerk - Purchasing Truck Driver II, Public Works Zamboni Operator			
Level 6	\$ 26.88	\$ 27.42	\$ 27.96
Asphalt Operator/Truck Driver Accounting Clerk, Parks Clerk Parks Crane/Equipment Operator Equipment Operator - Parks Exhibit and Property Clerk Police Finance Clerk Police Fleet Coordinator Police Support Clerk Prisoner Guard			

Level 6	\$ 26.88	\$ 27.42	\$ 27.96
Records Data Clerk			
Refuse Collector Operator			
Roads Serviceperson			
Service Centre Storekeeper			
Serviceperson			
Sweeper Operator			
Switchboard Operator, Police Services			
Switchboard Operator/Permit Centre Clerk			
Traffic Service Person			
User Rate Clerk			
Watch Clerk			
Level 7	\$ 27.84	\$ 28.40	\$ 28.97
Accounts Payable Clerk			
Allocation Clerk			
Allocation Clerk, Parks			
Allocations Clerk, Arena			
Building Services Technician			
Bylaw Regulation Clerk			
Clerk - Fire			
Client Support Specialist			
Collection Clerk, Finance			
Court Liaison Clerk			
Customer Service Rep			
Engineering Clerk			
Equipment Operator, Public Works			
General Ledger Clerk			
IT Clerk			
Logistics Clerk			
Parks Maintenance Worker			
Parks Maintenance Worker - Sportsfields			
Parks Maintenance Worker - Trails			
Permit Centre Information Clerk			
Property Clerk, Finance			
Property Services Clerk			
Purchasing Admin Clerk (as of Jun 27, 2012)			
RCMP Information Clerk			
Secretary, Finance			
Service Centre Clerk			

Level 7 \$ 27.84 \$ 28.40 \$ 28.97

Service Centre Maintenance
Steno Engineering Services, DSD
Steno, Building Inspections
Steno, Bylaw
Steno, Community Planning
Steno, Planning
Surveyor
Tax Clerk
User Rate Billing Clerk
User Rates Clerk

Level 8 \$28.78 \$29.36 \$29.95

40 Hr Operator/Dispatcher
911 Emergency Services Operator
Clerk Dispatcher, Public Works
Engineering Clerk, Construction
Landscape Horticulturist
Licencing and Permit Clerk
Parks Utility Worker
Police Information Support Specialist
Police Services Admin Support Coordinator
Police Support Steno
RCMP Administration Clerk
RCMP Information Supervisor
Receivables Clerk
Records Management Clerk
Secretary Parks
Secretary to the Officer in Charge, Police
Sign Maker
Steno, Legislative Services
Steno, Traffic Police

Level 9 \$ 29.75 \$ 30.35 \$ 30.96

Administrative Coordinator
Accounting Clerk, Payroll
Buyer
CAD Technician
Carpentry Tradesperson
Construction Sub-Foreman
Facilities Technician, Parks
Graphics Specialist, Parks
Junior Applications Analyst
Mechanic, Small Equipment
Payroll Clerk

Level 9	\$ 29.75	\$ 30.35	\$ 30.96
----------------	-----------------	-----------------	-----------------

- Records Data Supervisor
- Roads Sub-Foreman
- Steno Coordinator, Legislative Services
- Supervisor, Central Stores
- Traffic Marking Specialist
- Utilities Technician
- Utility Worker
- Water/Wastewater Systems Operator

Level 10	\$ 30.71	\$ 31.32	\$ 31.95
-----------------	-----------------	-----------------	-----------------

- Asst Accountant, Capital Assets
- Building Maintenance Supervisor
- Bylaw Enforcement Officer
- Claims/FOI Coordinator
- Community Policing Coordinator
- Deputy Business Licence Inspector
- Drainage Subforeman (as of Oct 1, 2012)
- Engineering Liaison Support Technician
- Foreman, Traffic Management
- GIS Mapping Technician
- Marketing & Communications Specialist
- Municipal Enforcement Officer, Comm Transport
- Municipal Services Inspector
- Occupational Health & Safety Coordinator
- Planning Assistant
- Project Budget/Accounting Clerk
- Property Services Technician
- Subdivision Technician

Level 11 – 7 hr day	\$ 32.46	\$ 33.11	\$ 33.77
----------------------------	-----------------	-----------------	-----------------

- Assistant Accountant
- Communications Coordinator, Engineering
- Engineering Development Technician
- Engineering Services Technologist
- Engineering Traffic Technologist
- GIS Technologist
- GIS Technologist - DSD
- Programmer/Network Analyst
- Senior Client Support Specialist - ITO
- Senior Surveyor

Level 11 – 8 hr day	\$ 32.00	\$ 32.64	\$ 33.29
----------------------------	-----------------	-----------------	-----------------

Business Services Supervisor
 Foreman, Drainage
 Foreman, Roads
 Foreman, Roads Management
 Horticulture Supervisor
 Mechanic, Emergency Vehicle Technician
 Mechanic, Fleet Maintenance
 Municipal Services Inspector/Design
 Recreation Coordinator
 Recreation Coordinator - Arena
 Recreation Coordinator – Aquatics
 Sanitation & Cemetery Foreman
 Supervisor of Facility Maintenance
 Trades Supervisor - Parks
 Trails Supervisor - Parks
 Turf & Parks Supervisor
 Waste and Storm Water Systems Operator (as
 of Oct 1, 2012)
 Water Technician

Level 12 – 7 hr day	\$ 34.46	\$ 35.15	\$ 35.85
----------------------------	-----------------	-----------------	-----------------

Building Inspector
 E-Government Communications Officer
 Engineering Projects Technologist
 Plan Checker
 Police Senior Technical Support Specialist
 Revenue Supervisor (as of Sep 14, 2012)
 Traffic/Transportation Eng Technician

Level 12 – 8 hr day	\$34.03	\$34.72	\$35.41
----------------------------	----------------	----------------	----------------

Electronics Instrumentation Technologist
 Senior Water Technician
 Sub-Foreman, Fleet Maintenance
 Sewer Foreman
 Water Resources Technologist

Level 13 – 7 hr day	\$36.74	\$37.47	\$38.22
----------------------------	----------------	----------------	----------------

Grants Coordinator
 Senior Applications Analyst
 Senior Engineering Development Technician
 Senior Tech Support Specialist – Network
 Supervisor of Bylaw Services

Level 13 – 8 hr day	\$ 36.30	\$ 37.03	\$ 37.77
----------------------------	-----------------	-----------------	-----------------

Engineering Construction Specialist
Fleet Maintenance Foreman
General Foreman, Wastewater Collection
Instrument & Telemetry Technologist
Water Distribution Foreman

Level 14 – 7 hr day	\$39.29	\$40.08	\$40.88
----------------------------	----------------	----------------	----------------

Accountant
Financial Analyst
Property Services Agent
Senior GIS Specialist
Supervisor, Financial Systems & Reporting

Level 14 – 8 hr day	\$38.84	\$39.62	\$40.41
----------------------------	----------------	----------------	----------------

Construction Foreman
Water Resources Specialist
Urban Forestry Coordinator

Level 15 – 7 hr day	\$42.12	\$42.97	\$43.83
----------------------------	----------------	----------------	----------------

Senior Accountant
Subdivision Planner
Traffic Transportation Engineering Specialist

Level 15 – 8 hr day	\$41.67	\$42.50	\$43.35
----------------------------	----------------	----------------	----------------

General Foreman, Waterworks

Level 16 – 7 hr day	\$45.17	\$46.08	\$47.00
----------------------------	----------------	----------------	----------------

Level 16 – 8 hr day	\$44.71	\$45.60	\$46.51
----------------------------	----------------	----------------	----------------

Level 17 – 7 hr day	\$48.44	\$49.41	\$50.40
----------------------------	----------------	----------------	----------------

Level 17 – 8 hr day	\$47.97	\$48.93	\$49.91
----------------------------	----------------	----------------	----------------

Level 18 – 7 hr day	\$51.91	\$52.95	\$54.01
----------------------------	----------------	----------------	----------------

Level 18 – 8 hr day	\$51.45	\$52.49	\$53.54
----------------------------	----------------	----------------	----------------

Level 19 – 7 hr day	\$55.60	\$56.71	\$57.84
----------------------------	----------------	----------------	----------------

Level 19 – 8 hr day	\$55.15	\$56.25	\$57.38
----------------------------	----------------	----------------	----------------

JOB EVALUATION PLAN EXCLUSIONS

Effective 2007-JANUARY-01, the following classifications are excluded from Job Evaluation System and shall be paid as follows (plus negotiated increases):

Classification	Paid at a rate equivalent to
Supervisor Building Inspections	15
Development Approval Planner	14
Community Heritage Planner	14
Environmental Planner	14
Parks & Open Space Planner	14
Planner	14
Social Planner	14

LIFEGUARD/INSTRUCTOR RATES:

	01-Jan-11	01-Jan-12	01-Jan-13
Lifeguard Instructor – L1	\$ 17.72	\$ 18.07	\$ 18.43
Lifeguard Instructor – L2	\$ 21.74	\$ 22.17	\$ 22.61

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.

ct/ks - cope:491

LETTER OF UNDERSTANDING #1

BETWEEN:

CITY OF NANAIMO

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

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

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

Asphalt Operator-Truck Driver	Mechanic - Emergency Vehicle Technician
Building Maintenance Supervisor	Municipal Services Insp/Design
Building Services Technician	Municipal Services Inspector
Business Services Supervisor	Operator-Dispatcher
Buyer	Parks Maintenance Worker
Carpentry Tradesperson	Parks Maintenance Worker - Trails
Cashier	Parks Maintenance Worker-Sportsfields
Clerk/Dispatcher - P/W	Parks Supervisor
Construction Foreman	Parks Utility Assistant
Construction Sub-Foreman	Parks Utility Worker
Crane/Equipment Operator	Prisoner Guard
Custodian	Program Assist - Arenas
Drainage Foreman	Project Budget/Accounting Clerk
Drainage Sub Foreman	Purchasing Clerk
Electronics Instrumentation Technologist	Recreation Coordinator
Emergency Services Operator	Recreation Coordinator - Aquatics
Engineering Clerk - Construction	Recreation Coordinator - Arena
Engineering Construction Specialist	Refuse Collector/Operator
Equipment Operator	Roads Foreman
Equipment Operator Asphalt	Roads Management Foreman
Equipment Operator Parks	Roads Serviceperson
Facilities Technician, Parks	Sanitation & Cemetery Foreman
Fleet Maintenance Foreman	Sanitation Worker
Fleet Maintenance Mechanic	Senior Water Technician
Fleet Maintenance Sub-Foreman	Service Centre Clerk
Gardener	Service Centre Maintenance
Gen Foreman - Wastewater Collections	Serviceperson
General Foreman - Waterworks	Sewer Foreman
Instrument & Telemetry Technologist	Sign Maker
Labourer	Small Equipment Mechanic
Labourer Relief - Sanitation	Storekeeper Service Centre
Lifeguard Instructor	Stores Clerk

Sub-Foreman, Roads
Supervisor - Central Stores
Supervisor of Rec & Culture Facilities
Sweeper Operator
Switchboard Operator RCMP
Trades Assistant
Trades Supervisor - Parks
Traffic Management Foreman
Traffic Marking Specialist
Traffic Serviceperson
Trails Supervisor - Parks
Truck Driver
Truck Driver II
Turf & Parks Supervisor

Urban Forestry Coordinator
Utilities Technician
Utility Supervisor - Parks
Utility Worker
Waste & Storm Water Systems Operator
Watch Clerk
Water Distribution Foreman
Water Meter Reader
Water Resources Technologist
Water Technician
Water/Wastewater SysOp in Training
Water/Wastewater Systems Operator
Zamboni 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"

Accounting Clerk - Parks	Police Finance Clerk
Accounting Clerk - Payroll	Police Fleet Coordinator
Accounts Payable Clerk	Police Info Support Specialist
Allocation Clerk	Police Services Admin Support Coord
Allocation Clerk - Parks	Police Support Clerk
Allocations Clerk - Arena	Police Support Steno
Assistant Accountant - Capital Assets	Property Clerk
Business Licence Investigator	Property Services Clerk
Bylaw Enforcement Officer	Property Services Technician
Bylaw Regulation Clerk	RCMP Administration Clerk
CAD Technician	RCMP Information Clerk
Claims/FOI Coordinator	RCMP Information Supervisor
Clerk - Engineering	Receivables Clerk
Clerk - Fire	Records Data Clerk
Clerk - Legislative Services	Records Data Supervisor
Clerk - Parks	Regulation Assistant DSD
Client Support Specialist	Secretary Finance
Collection Clerk - Finance	Secretary Parks
Communications Clerk	Secretary to OIC RCMP
Community Policing Coordinator	Steno - Building Inspections
Court Liaison Clerk	Steno - Legislative Services
Customer Service Representative	Steno Bylaw
Emergency Services Operator	Steno Community Planning
Eng Liaison Support Technician	Steno Engineering Svcs
Exhibit & Property Clerk	Steno Planning Division, DSD
General Ledger Clerk	Steno Traffic RCMP
Graphics Specialist, PR&C	Steno, Municipal Drugs
Invoice Clerk	Steno/Coordinator, Legislative Services
IT Clerk	Subdivision Technician
Jr. Applications Analyst	Surveyor
Licencing and Permit Clerk	Switchboard Operator Dev Services
Logistics Clerk	Tax Clerk
Mapping Technician	User Rate Billing Clerk
Marketing and Communications Specialist	User Rates Clerk
Mun Enf Officer - Commercial Transport	Watch Clerk
Occupational Health & Safety Coord	
Payroll Clerk	
Permit Centre Information Clerk	
Planning Assistant	

NOTE:

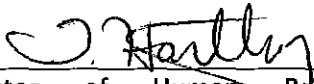
The following applies to Schedule "A" & "B" positions:

The start rate for new employees in Schedules "A" and "B" positions require increment steps that will be 95% of the Scheduled Job Rate.

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

Classification	01-Jan-11	01-Jan-12	01-Jan-13
Rec Asst I	\$10.56	\$10.77	\$10.98
Facility Attendant	\$15.07	\$15.37	\$15.68
Rec Asst II -Arenas	\$15.07	\$15.37	\$15.68
Rec Asst II - Recreation	\$15.07	\$15.37	\$15.68
Rec Asst III	\$15.98	\$16.30	\$16.63
Program Leader I – Arenas	\$19.52	\$19.91	\$20.31
Program Leader I - Recreation	\$19.52	\$19.91	\$20.31

for the Employer



Director of Human Resources &
Organizational Planning

for the Union



President, CUPE Local 401

APPENDIX TO SCHEDULE "A" & "B"

Jobs or job titles retired from use - no incumbent.

Accounting Clerk
Accounting Clerk – Construction
Bushwacker Operator
CAD Technician – Level 9
Client Support Analyst
Collections Clerk – Level 5
Collections Supervisor
Community Development Research Technician
Concession/Cashier Coordinator
Coordinator of Support Services
Development Services Systems Coordinator
Economic Development Clerk
Environmental Coordinator
GIS Analyst
GIS Tech – Eng
Head Lifeguard
Info Tech - Eng
Land Clerk
Land Use Regulation Planner
Office Supervisor, Rec Services
Parking, Animal Control & Risk Mgmt Coordinator
Parks Planning & Development Clerk
Programmer Analst
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
Surveyor – Level 8
Systems Analyst
Systems Coordinator – Dev Services
Technical Support Analyst
Technical Support Specialist
Trades Assistant
User Rate Clerk

Watershed Inspector

LETTER OF UNDERSTANDING #2

BETWEEN:

CITY OF NANAIMO

AND:

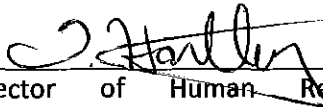
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

(Contracting Out)

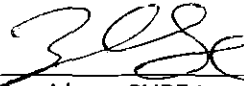
Article 32 of the Collective Agreement notwithstanding, the Employer shall not contract out the work or services performed by employees when it results in the layoff of any permanent employees, or a failure to recall any permanent employee on layoff who has the skill, knowledge and ability to perform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

for the Employer

for the Union



Director of Human Resources &
Organizational Planning



President, CUPE Local 401

LETTER OF UNDERSTANDING #3

BETWEEN:

CITY OF NANAIMO

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

Re: Article 18 - Hours of Work- RCMP Switchboard Operators, 911 Operators, (3) full-time and (2) part-time Records Data Clerks, Watch Clerks and Guards

It is hereby agreed by the Parties to modify the hours of work for RCMP SWITCHBOARD OPERATORS, 911 OPERATORS, (3) full-time and (2) part-time RECORDS DATA CLERKS, WATCH CLERKS and GUARDS to facilitate their unique operating circumstance, such that:

- (a) Incumbents may operate twenty-four (24) hours per day, seven (7) days per week.
- (b) 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.
- (c) The shift schedule shall consist of four (4), twelve (12) hour shifts, followed by four (4) consecutive twenty-four (24) hour periods off work.
- (d) The regular work year for full time employees shall consist of Two Thousand and Eighty (2080) hours over a Fifty-two (52) week period.
- (e) The shift shall include a paid one-half (1/2) hour meal break and two (2) paid rest breaks per twelve (12) hour shift in lieu of any shift premiums.(Guards excepted, Article 18(h)).
- (f) Employees who work more than twelve (12) hours per shift shall be entitled to double (2x) rates for such overtime worked.
- (g) 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.
- (h) 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 prorated 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.

- (i) To comply with Article 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) hrs with a thirty-two (32) hour break before overtime provisions will apply.
- (j) Notwithstanding Article 1(b)(iv), assignment of straight time work opportunities for permanent part-time guards shall be distributed as equitably as operationally possible.
- (k) 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



Director of Human Resources &
Organizational Planning

for the Union



President, CUPE Local 401

LETTER OF UNDERSTANDING #4

BETWEEN:

CITY OF NANAIMO

AND:

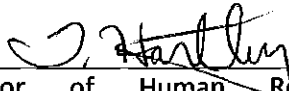
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

Re: Shift Work - Data Records Clerk (RCMP)

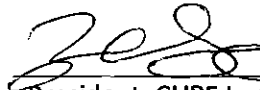
The Employer may implement afternoon shifts for current incumbents. Current incumbents shall not be required to work their regular shifts on Saturday and/or Sunday. New incumbents hired after 1998-APR may be scheduled to work regular shifts on Saturdays and/or Sundays.

for the Employer

for the Union



Director of Human Resources &
Organizational Planning



President, CUPE Local 401

LETTER OF UNDERSTANDING #5

Between:

CITY OF NANAIMO

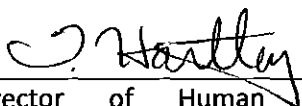
And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

Re: Hours of Work - RCMP Employees

- a) The RCMP Information Clerk, Court Liaison Clerk and Information Supervisor shall work the following hours: 6 a.m. to 11:30 p.m. - Sunday through Saturday, seven (7) hours per day - thirty-five (35) hours per week.
- b) The RCMP Technical Support Specialist shall work the following hours: 8 a.m. to 8 a.m. - Sunday through Saturday, seven (7) hours per day - thirty-five (35) hours per week.
- c) 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


Director of Human Resources &
Organizational Planning

for the Union


President, CUPE Local 401

LETTER OF UNDERSTANDING #6

BETWEEN:

CITY OF NANAIMO

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

Re: Rotational Shift - Bylaw Enforcement Officer/ Bicycle Patrol

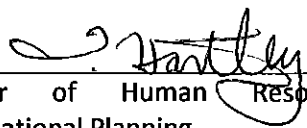
It is hereby agreed by the Parties to modify the hours of work for the BYLAW ENFORCEMENT OFFICER - BICYCLE PATROL position.

1. The hours of work shall be based on nine (9) hours per day, thirty-six (36) hours per week with one (1) hour per week at overtime rates which may be banked at the employee's option.
2. A shift premium shall be accrued at one-half (1/2) hour per day in addition to the nine (9) hours of daily work performed and shall be paid out on a bi-weekly basis.
3. The work schedule shall be as follows:

	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Week 1	off	off	off	07:00 hrs 17:00 hrs	07:00 hrs 17:00 hrs	07:00 hrs 17:00 hrs	off
Week 2	off	off	07:00 hrs 17:00 hrs	07:00 hrs 17:00 hrs	07:00 hrs 17:00 hrs	07:00 hrs 17:00 hrs	07:00 hrs 17:00 hrs
Week 3	off	off	07:00 hrs 17:00 hrs	07:00 hrs 17:00 hrs	07:00 hrs 17:00 hrs	07:00 hrs 17:00 hrs	off
Week 4	off	off	12:00 hrs 22:00 hrs	12:00 hrs 22:00 hrs	12:00 hrs 22:00 hrs	12:00 hrs 22:00 hrs	off

4. Employees whose shifts fall on a statutory holiday are entitled to double time (2x) for the shift worked plus an additional day in lieu. [seven (7) hours] Employees whose scheduled day off falls on a statutory holiday will be compensated for seven (7) hours.
5. Vacation leave and sick leave usage shall be paid out on the basis of working hours rather than working days. Accrual shall be as per the Collective Agreement.
6. Bereavement leave usage shall be paid out on the basis of working days.
7. Changes to these hours of work shall only occur with a minimum three (3) working days notice and shall only be done for bona fide operational requirements. Such changes shall be of a limited duration not to exceed two (2) rotations, a declared emergency excepted.

for the Employer



Director of Human Resources &
Organizational Planning

for the Union



President, CUPE Local 401

LETTER OF UNDERSTANDING #7

BETWEEN:

CITY OF NANAIMO

AND

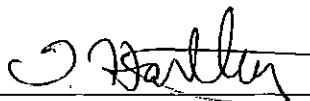
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

Re: Bylaw Enforcement Officer – Commercial Transport

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

1. A normal working week and working day shall be 6 a.m. to 6 p.m. - Monday through Saturday eight (8) or nine (9) hours per day – thirty-five (35) hour week
2. A shift premium as per article 20(a) of the Collective Agreement shall apply to work performed on Saturday. If nine (9) hours are scheduled eight and one-half (8 ½) 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) rotations, 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 Article 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



Director of Human Resources & Organizational Planning

for the Union



President, CUPE Local 401

Appendix 1
Bylaw Commercial Transport

Schedule

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

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

LETTER OF UNDERSTANDING #8

BETWEEN:

CITY OF NANAIMO

AND

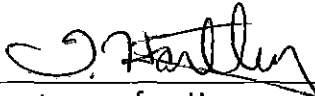
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

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:

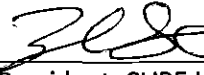
When a Custodian works a shift in which they are required to be available on site during their lunch break, they shall be entitled to eight (8) hours pay for seven and one-half (7½) hours worked.

for the Employer



Director of Human Resources &
Organizational Planning

for the Union



President, CUPE Local 401

LETTER OF UNDERSTANDING #9

Between:

CITY OF NANAIMO

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

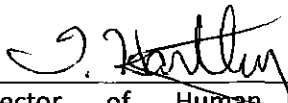
Re: Nanaimo Aquatic and Leisure Centre

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

Conditions of Work

- a) 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



Director of Human Resources &
Organizational Planning

for the Union



President, CUPE Local 401

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.

- a) Terms will apply to all existing and new aquatic facilities.
- b) 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.
- c) Four (4) full time Lifeguard Instructor positions will be maintained in the Aquatic section.
- d) The following employees shall be paid the Lifeguard Instructor negotiated level and rate of pay. When these employees vacate their positions these “grandparented” rates shall cease to be paid:

J. Sandhu
J. Battie
T. Allardyce
T. Milne
- e) There will be no substitution to a higher pay level for holiday relief, sickness, etc.
- f) Lifeguard Instructor wages are as follows:

Level I: \$17.71/hour (2011 rate), plus negotiated general increases

Level II: Effective January 1, 2011: \$21.74/hour plus negotiated general increases.

- g) There will be a natural progression from Level I to Level II only.

Level I requirements are as follows:

- i) Water Safety Instructor
- ii) CPR Basic Rescue
- iii) National Lifeguard Certification (Pool Option)

Level II requirements, in addition to the above:

- i) 1,000 hours Lifeguard/Instructor experience at Beban, the Kin Pool or Nanaimo Aquatic Centre and only for City of Nanaimo service.
- ii) Pool Operator (Level I)
- iii) Life Saving Instructor Certificate

for the Employer



Director of Human Resources &
Organizational Planning

for the Union



President, CUPE Local 401

LETTER OF UNDERSTANDING #11

BETWEEN:

CITY OF NANAIMO

AND

CANADIAN UNION OF PUBLIC EMPLOYEE

LOCAL 401

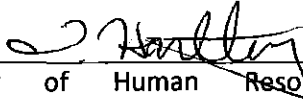
Re: Utilities Division – Operator in Training

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:

- a) 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 compliment of Water/Wastewater Systems Operators, subject to the layoff provisions (article 17) and other applicable provisions of the Collective Agreement.
- b) The Employer will maintain an entry-level job description.
- c) 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.
- d) The candidates will be required to meet the City of Nanaimo qualifications for the position and pass the stringent entry and screening examinations.
- e) Incumbents will be required to achieve progressive certification consistent with EOCP timelines.
- f) Certification must be acquired to be eligible to apply for permanent EOCP certified vacancies in the division as they occur.
- g) For all applicants the trial period for this program will be 12 months.
- h) The standard qualification period of sixty (60) days worked will apply for eligibility of benefits.

for the Employer



Director of Human Resources &
Organizational Planning

for the Union



President, CUPE Local 401

LETTER OF UNDERSTANDING #12

BETWEEN:

CITY OF NANAIMO

AND:

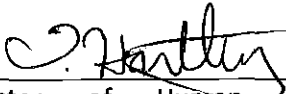
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

Re: Contracting Out Issues

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

- a) 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 \$14.20 (2009 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 or a-mutually agreed arbitrator on an expedited basis for resolution.

for the Employer



Director of Human Resources &
Organizational Planning

for the Union



President, CUPE Local 401

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

1. Each contract assigned to a contractor by the City of Nanaimo will contain terms:
 - (a) Requiring that the contractor adhere to the provisions of Article 31 of the Collective Agreement. Current classified rates will be included.
 - (b) Specifying that failure to adhere to the provisions is a breach of the contract and may give rise to termination of the contract.
 - (c) 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.)

2. In the event the City has concerns that a contractor is in violation of Article 31, the following shall apply:
 - (a) The City shall immediately inform the contractor of its concerns and require the contractor to comply.
 - (b) The City shall follow up contact and if violation still exists within thirty (30) days provide written request for compliance.
 - (c) If violation continues, the City shall provide second request within a further thirty (30) days and demand compliance or contract forfeiture may occur.
 - (d) If violation continues, the City shall provide final request within a further thirty (30) days and may give two weeks notice for failure to comply with provision of contract.
 - (e) 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.
 - (f) If the City does not require forfeiture, such decision must be for bona fide operational or legal reasons.
 - (g) Notwithstanding the above, the City may proceed to (d) or (e) directly.

MEMORANDUM OF AGREEMENT #1

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 Program 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.

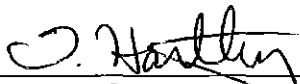
7. Postings

- (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



Director of Human Resources &
Organizational Planning

President, CUPE Local 401

MEMORANDUM OF AGREEMENT #2

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 Memorandum 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 Memorandum 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 (.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, Aquatic 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 for at the rate of time and one-half in excess of eight (8) hours (and seven (7) hours for 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 in excess of eleven (11) hours.
- (ii) Double time 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 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.

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) Deleted.

(f) Benefits - Article 28

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

Judy Fielder

(g) 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 Guard/Instructors will be reimbursed 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 50% of the fee costs.

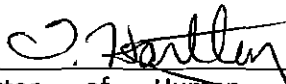
SENIORITY LIST "A"

TIMMINS, Janelle	1979-JAN-02	Allocation Clerk
FIELDER, Judy	1985-JAN-02	Cashier
SANDHU, Jagmel	1985-FEB-04	Lifeguard/Instructor
ALLARDYCE, Tina	1990-SEP-21	Lifeguard/instructor

CLASSIFICATION SCHEDULE "B"

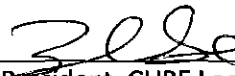
Judy Fielder	PPT	Cashier
Jagmel Sandhu	Perm	Lifeguard/Instructor
Janelle Timmins	Perm	Allocation Clerk
Tina Allardyce	PPT	Lifeguard/instructor

for the Employer



Director of Human Resources &
Organizational Planning

for the Union



President, CUPE Local 401

LETTER OF UNDERSTANDING #13

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

for the Employer



Director of Human Resources &
Organizational Planning

for the Union



President, CUPE Local 401

LETTER OF UNDERSTANDING #14

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 35 hours and working day shall be:
 - (a) Friday through Sunday, a ten (10) hour shift to be worked between 1000 hrs and 0200 hrs the following morning.
 - (b) On Monday, a five (5) hour shift to be worked between 0800 hrs and 1500 hrs.
2. Employees will normally be required to work on Statutory Holidays. Statutory holiday pay will be as per scheduled hours and Article 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



Director of Human Resources &
Organizational Planning



President, CUPE Local 401

LETTER OF UNDERSTANDING #15

BETWEEN:

CITY OF NANAIMO

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

Re: Hours of Work – Building Maintenance Supervisor

- a) The Building Maintenance Supervisor shall work the following hours: 8 a.m. to 8 a.m. – Sunday through Saturday, eight (8) hours per day – forty (40) hours per week

for the Employer

for the Union



Director of Human Resources &
Organizational Planning



President, CUPE Local 401

LETTER OF UNDERSTANDING #16

BETWEEN:

CITY OF NANAIMO

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

Re: Wellness and Sick Leave Committee

The Employer and the Union are committed to promoting employee health and wellness and facilitating regular attendance at work. Therefore, as soon as possible after the date of ratification of the Memorandum of Agreement, the parties agree to establish a joint Union-Management Wellness & Sick Leave Committee consisting of not more than two (2) representatives of the Employer and two (2) representatives of the Union.

The purpose of the Wellness and Sick Leave Committee will be to identify ways to promote employee health and wellness and to reduce sick leave usage. The Employer shall provide this committee with regular updates of sick leave usage in order to facilitate the discussion.

The Committee shall remain in place until June 30, 2012, after which time a report and recommendations will be made to the parties.

for the Employer



Director of Human Resources &
Organizational Planning

for the Union



President, CUPE Local 401

LETTER OF UNDERSTANDING #17

BETWEEN:

CITY OF NANAIMO

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

Re: Job Evaluation

(1) Resolution of Outstanding Issues

- (a) Within thirty (30) calendar days following January 6, 2012, the joint job evaluation committee shall be convened to review and resolve all outstanding evaluations (i.e. those evaluations that have been submitted prior to December 19, 2011; and those evaluations completed prior to December 19, 2011 and which the Union is contesting) using the MOA Re: JE dated February 2005.
- (b) Any outstanding evaluation that is not resolved within thirty (30) calendar days after it is initially reviewed review by the Committee shall be forwarded to a mutually agreeable arbitrator for final and binding resolution, unless the parties mutually agree to extend this period.
- (c) When adjudicating issues under this point (1), the arbitrator shall apply the MOA Re: JE dated February 2005.

(2) New Job Evaluation Plan

- (a) The parties shall agree upon a new Job Evaluation (JE) Plan and a new JE Maintenance Agreement on or before June 30, 2012. The new JE Plan and the new Maintenance Agreement shall be implemented once they are agreed upon.
- (b) Within thirty (30) calendar days following January 6, 2012, the parties shall establish a joint committee comprising two (2) City representatives and two (2) Union representatives. This committee has a mandate to select/develop the new JE Plan and the new JE Maintenance Agreement.
- (c) This committee shall work as expeditiously as possible and shall make all decisions by consensus.
- (d) The MOA Re: JE dated February 2005 shall apply for purposes of job evaluation until the new JE Plan and the new JE Maintenance Agreement have been implemented or until 11:59 pm on December 31, 2013, whichever occurs first.


- (3) The provisions of the 2007 – 2010 Collective Agreement listed below shall be put into abeyance and shall no longer be in force and effect effective January 6, 2012. The listed provisions are deemed deleted from the Collective Agreement at 11:59 pm on December 31, 2013.
- The Memorandum of Agreement Re: Job Evaluation signed in February 2005
 - Article 27(d)
 - The Note re JE attached to article 27(f)

for the Employer



Director of Human Resources &
Organizational Planning

for the Union



President, CUPE Local 401

LETTER OF UNDERSTANDING #18

BETWEEN:

CITY OF NANAIMO

AND:

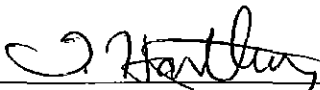
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

Re: VICC, Food Services Contracts, BPS 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 January 6, 2012, shall receive the privilege of free of charge parking at or near City Hall or the City Hall Annex or at or near the RCMP 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 to this privilege:
 - (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



Director of Human Resources &
Organizational Planning

for the Union



President, CUPE Local 401

LETTER OF UNDERSTANDING #19

BETWEEN:

CITY OF NANAIMO

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

Re: Training Committee

The Employer understands that many employees desire training on other than their own jobs in order to develop their knowledge, skill and ability in the hope of availing of future opportunities for advancement.

The Union understands that the Employer's primary reason for training employees on other than their own jobs is to best meet its current and future operational requirements.

Therefore, as soon as possible after the date of ratification of the Memorandum of Agreement, the parties agree to establish a joint Union-Management Training Committee consisting of not more than two (2) representatives of the Employer and two (2) representatives of the Union.

The purpose of the Training Committee will be to discuss the provision of training to employees outside of their own jobs, including a discussion about the costs and benefits of such training and a discussion about how such training might be funded through the budgetary process.

The Committee shall remain in place until June 30, 2012, after which time a report and recommendations will be made to the parties.

for the Employer

for the Union



Director of Human Resources &
Organizational Planning



President, CUPE Local 401

LETTER OF UNDERSTANDING #20

BETWEEN:

CITY OF NANAIMO

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

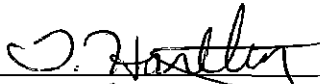
Re: Custodial Shifts in Recreation & Culture

This letter is appended to the 2011 – 2013 collective agreement and expires with the expiry of that agreement unless renewed by the parties.

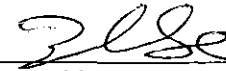
The purpose of this Letter is to establish a trial under which permanent part-time custodians and permanent auxiliary employees working as custodians in the Parks Maintenance/Construction departmental grouping will be allowed access to custodial shifts in the Recreation & Culture departmental grouping; 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 day's written notice to the other party.

for the Employer

for the Union



Director of Human Resources &
Organizational Planning



President, CUPE Local 401

LETTER OF UNDERSTANDING #21

BETWEEN:

CITY OF NANAIMO

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

Re: Preferred Custodial Shifts

This letter is appended to the 2011 – 2013 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 custodians (not permanent auxiliary employees working as custodians) may utilize their seniority in order to obtain preferred shifts. This Letter may be cancelled by either party upon sixty (60) calendar day's written notice to the other party.

Permanent Custodians shall be permitted to self declare a shift preference by notifying the Employer's Manager of Facilities or designate in writing.

When the Employer decides to fill a permanent custodian vacancy that would otherwise be posted under article 16(a), other than Police Services positions, that vacancy shall first be offered to the senior self-declared permanent 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 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.

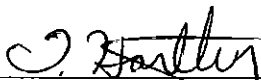
Employees may, without penalty, decline shift offers involving fewer hours than they are currently working. When an offered shift involving the same hours of work or more hours of work is declined under this Letter, the employee refusing the offer shall be removed from the List and shall not be permitted 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 article 16(e). And, if the Employer intends to fill the vacancy created by that reassignment, articles 16(a) & (b) and article 16(e) shall apply.

Nothing in this Letter limits in any way the rights the Employer enjoys pursuant to article 18(e).

for the Employer

for the Union



Director of Human Resources &
Organizational Planning



President, CUPE Local 401

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.

<p style="text-align: center;">A</p> <p>Accumulated Overtime24</p> <p>Acting Pay16</p> <p>Advance Notice of Lay Off19</p> <p style="text-align: center;">B</p> <p>Bargaining Unit7</p> <p>Bereavement Leave29</p> <p style="text-align: center;">C</p> <p>Call Out Pay.....34</p> <p>Casual Employees4</p> <p>Cemetery Work Bonus.....34</p> <p>Certifications, Memberships, Tickets, Licences38</p> <p>CHECK-OFF OF UNION DUES.....8</p> <p>CLASSIFICATIONS51</p> <p>CONTRACT OR SUB-CONTRACTS45</p> <p>Contracting Out</p> <p style="padding-left: 20px;">Restrictions on Contracting Out45</p> <p>Copies of Agreement8</p> <p>COPIES OF AGREEMENT.....46</p> <p>CORRESPONDENCE8</p> <p>Crossing of Picket Lines During Strike12</p> <p style="text-align: center;">D</p> <p>Definition of Lay Off.....17</p> <p>DEFINITIONS OF EMPLOYEE STATUS AND BENEFIT</p> <p style="padding-left: 20px;">ENTITLEMENT2</p> <p>Departmental Groupings5</p> <p>Designation of Classifications19</p> <p>Direct Deposit.....36</p> <p>Discharge, Suspension and Discipline</p> <p style="padding-left: 20px;">Crossing of Picket Lines During Strike12</p> <p style="padding-left: 20px;">Discharge Procedure.....12</p> <p style="padding-left: 20px;">Warnings.....12</p> <p>DISCRIMINATION7</p> <p style="text-align: center;">E</p> <p>Employee Assistance Plan.....43</p> <p>Employee Benefits</p> <p style="padding-left: 20px;">Coverage43</p> <p style="padding-left: 20px;">Employee Assistance Plan.....43</p> <p style="padding-left: 20px;">Group Life Insurance.....42</p> <p style="padding-left: 20px;">Long Term Disability43</p>	<p style="padding-left: 40px;">Medical Insurance 41</p> <p style="padding-left: 40px;">Pensions 41</p> <p>EMPLOYEE BENEFITS 41</p> <p>Employee Indemnification 45</p> <p>Employment Deemed to be Continuous 34</p> <p>Employment during Pregnancy 31</p> <p style="text-align: center;">F</p> <p>Family Illness 30</p> <p style="text-align: center;">G</p> <p>General Conditions</p> <p style="padding-left: 20px;">Employee Indemnification 45</p> <p>General Leave 30</p> <p>Grievance Procedure</p> <p style="padding-left: 20px;">Step 1 10</p> <p style="padding-left: 20px;">Step 2 10</p> <p style="padding-left: 20px;">Step 3 11</p> <p style="padding-left: 20px;">Step 4 11</p> <p>Group Life Insurance 42</p> <p style="text-align: center;">H</p> <p>Holidays</p> <p style="padding-left: 20px;">Statutory Holidays..... 25</p> <p>HOLIDAYS 25</p> <p>Hours of Work</p> <p style="padding-left: 20px;">Reporting Pay 22</p> <p style="padding-left: 20px;">Rest Periods 22</p> <p style="padding-left: 20px;">Split Shifts..... 23</p> <p>HOURS OF WORK 19</p> <p>Hours of Work – Building Maintenance Supervisor 88</p> <p style="text-align: center;">I</p> <p>Initial Seniority Placement 5</p> <p style="text-align: center;">J</p> <p>JOB CLASSIFICATION AND RECLASSIFICATION –..... 40</p> <p>Job Postings..... 14</p> <p>Jury Duty 30</p>
---	---

L

LABOUR MANAGEMENT COMMITTEE.....	8
LABOUR MANAGEMENT RELATIONS	10
Layoffs and Recalls	
Advance Notice of Lay Off	19
Definition of Lay Off.....	17
Designation of Classifications	19
No New Employees.....	19
Recall Procedure	19
Role of Seniority in Lay Off	17
Leave for Union Members	29
Leave of Absence	
Bereavement Leave	29
Exceptions During Vacation	30
Family Illness.....	30
General Leave	30
Jury Duty.....	30
Leave for Union Members	29
Paid Union Business.....	29
Parental Leave	33
Promotion to Management Position	30
Unpaid Union Business	29
Letter of Understanding	
Contracting Out	63
Contracting Out Issues.....	78
Job Evaluation.....	90
Training Committee	93
VICC, Food Services Contracts, BPS Usage and Parking	92
Letter of Understanding	
(Article 18(b) & (c) - Hours of Work) & Article 25(f)(i) - Wage Schedule "A" & "B").....	58
Aquatic Facility Staffing	74
Article 18 - Hours of Work- RCMP Switchboard Operators, 911 Operators, (3) full time and (2) part time Records Data Clerks, Watch Clerks and Guards	64
Bylaw Enforcement Officer – Commercial Transport	69
Bylaw Enforcement Officer – General Duty Weekends and Evenings.....	87
EI REBATE.....	86
Hours of Work - RCMP Employees.....	72
Nanaimo Aquatic and Leisure Centre	73
Rotational Shift - Bylaw Enforcement Officer/Bicycle Patrol	67
Shift Premium – Custodians.....	71
Shift Work - Data Records Clerk (RCMP).....	66
Utilities Division – Operator in Training.....	76
Wellness and Sick Leave Committee	89
Long Term Disability	43

M

Management Rights	
Management Rights	7
Not Discriminatory	7
Medical Insurance	41
Memorandum of Agreement	
Beban Merger	82
Reintegration of Injured Workers	80

N

NEW EMPLOYEES	8
No New Employees	19

O

Overtime	
Accumulated Overtime	24
OVERTIME	23
Overtime Meal Allowance.....	35

P

Paid Union Business	29
Parental Leave.....	33
Payment of Wages and Allowances	
Call Out Pay	34
Cemetery Work Bonus	34
Overtime Meal Allowance.....	35
Pensions	41
Permanent Full-Time Employees	2
Permanent Part-Time Employees	2
Permanent Part-time Employees without a Posted Permanent Position (Permanent Auxiliary Employees)	4
Pregnancy Leave	30
Probationary Employees	3
Promotion to Management Position.....	30
Promotions and Staff Changes	
Acting Pay.....	16
Job Postings.....	14
Request for Alternate Employment	16
Temporary Vacancies	16
Trial Period.....	16

Q

Qualifying Period.....	4
------------------------	---

R

Rates for Lead Hand.....35
 Recall Procedure19
 Reporting Pay22
 Request for Alternate Employment.....16
 RESOLUTIONS AND REPORTS OF THE EMPLOYER.....10
 Rest Period.....22
 Role of Seniority in Lay Off17

S

Safety and Health
 Pay for Clothing45
 Safety and Health Reports, Records and Data45
 Safety Measures44
 Union-Employer Safety Committee44
 SAFETY AND HEALTH44
 Safety Footwear Allowance38
 Seniority
 Probationary Employees.....14
 Seniority Defined12
 Seniority List14
 SEXUAL HARASSMENT40
 SHIFT WORK.....24
 SICK LEAVE PROVISIONS27
 Snow Plowing Allowance38
 Split Shifts23
 Standby Allowance37
 Subrogation Rights.....36
 Substitution Pay.....36
 Supplementation of Compensation Award42
 Swimwear Allowance.....40

T

Temporary Vacancies16
 Temporary/Employees3
 Term of Agreement
 Agreement to Continue in Force46
 Effective Date46
 Tool Allowance37
 Trial Period.....16

U

UNION SECURITY.....7
 Unpaid Union Business.....29

V

VACATIONS.....25

W

Wage Schedule
 APPRENTICESHIP RATES 57
 JOB EVALUATION PLAN EXCLUSIONS 57
 LIFEGUARD/INSTRUCTOR RATES:..... 57
 WAGE SCHEDULE 49, 50
 Wage Schedule A & B 36
 Wage Schedule C (Seasonal and Casual) 36
 Wages and Allowances
 Certifications 38
 Certifications, Memberships, Tickets, Licences 38
 Direct Deposit 36
 Licences 38
 Memberships 38
 Rates for Lead Hand 35
 Safety Footwear Allowance..... 38
 Snow Plowing Allowance 38
 Standby Allowance 37
 Subrogation Rights 36
 Substitution Pay 36
 Swimwear Allowance 40
 Tickets 38
 Tool Allowance 37
 Wage Schedule A & B 36
 Wage Schedule C (Seasonal and Casual) 36