

AGREEMENT

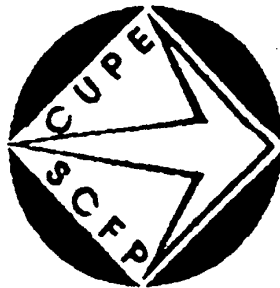
between

THE CITY OF NANAIMO



and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 401



2001 - 2003

TABLE OF CONTENTS

1. DEFINITIONS OF EMPLOYEE STATUS AND BENEFIT ENTITLEMENT	2
Permanent Full-Time Employees	2
Permanent Part-Time Employees	2
Probationary Employees.....	4
Temporary/Seasonal Employees	4
Casual Employees.....	5
2. MANAGEMENT RIGHTS	6
Management Rights.....	6
Not Discriminatory	6
3. RECOGNITION AND NEGOTIATIONS	6
Bargaining Unit	6
4. NO DISCRIMINATION.....	7
5. UNION SECURITY	7
6. CHECK-OFF OF UNION DUES	7
7. NEW EMPLOYEES	8
Copies of Agreement.....	8
8. CORRESPONDENCE.....	8

9. LABOUR MANAGEMENT COMMITTEE	9
10. LABOUR MANAGEMENT RELATIONS.....	9
11. RESOLUTIONS AND REPORTS OF THE EMPLOYER.....	9
12. GRIEVANCE PROCEDURE	10
13. N/A	12
14. DISCHARGE, SUSPENSION AND DISCIPLINE	12
Warnings.....	12
Discharge Procedure.....	13
Crossing of Picket Lines During Strike	13
15. SENIORITY.....	14
Seniority Defined.....	14
Seniority List	14
Probationary Employees.....	14
16. PROMOTIONS AND STAFF CHANGES	15
Job Postings.....	15
Acting Pay	17
Trial Period.....	17
Request for Alternate Employment.....	18
Temporary Vacancies.....	18

17. LAYOFFS AND RECALLS.....	18
Definition of Lay Off	18
Role of Seniority in Lay Offs	19
Advance Notice of Lay Off.....	19
Recall Procedure.....	20
No New Employees	20
Designation of Classifications.....	20
18. HOURS OF WORK	20
Rest Periods	23
Reporting Pay	24
19. OVERTIME.....	25
Accumulated Overtime.....	26
20. SHIFT WORK.....	27
21. HOLIDAYS.....	27
22. VACATIONS	28
23. SICK LEAVE PROVISIONS	31
24. LEAVE OF ABSENCE.....	35
Paid Union Business.....	35
Unpaid Union Business	35

Leave for Union Members.....	35
Bereavement Leave	36
Family Illness	36
Exceptions During Vacation	36
Jury Duty	37
General Leave.....	37
Promotion to Management Position.....	37
Pregnancy Leave	37
Employment during Pregnancy	39
Parental Leave	40
Employment Deemed to be Continuous.....	41
25. PAYMENT OF WAGES AND ALLOWANCES	42
Call Out Pay.....	42
Cemetery Work Bonus	43
Overtime Meal Allowance	43
Rates for Lead Hand.....	44
Wage Schedule A & B	45
Wage Schedule C (Seasonal and Casual).....	45
Substitution Pay.....	45
Direct Deposit.....	46

Subrogation Rights	47
Standby Allowance.....	47
Tool Allowance	48
Safety Footwear Allowance	48
Snow Plowing Allowance	49
26. SEXUAL HARASSMENT	49
27. JOB CLASSIFICATION AND RECLASSIFICATION.....	49
28. EMPLOYEE BENEFITS	51
Pensions	51
Medical Insurance	51
Group Life Insurance.....	52
Supplementation of Compensation Award	53
Coverage	54
Employee Assistance Plan.....	54
Long Term Disability	55
29. SAFETY AND HEALTH	57
Union-Employer Safety Committee	57
Safety Measures.....	57
Pay for Clothing	57
Safety and Health Reports, Records and Data	58

30. N/A	58
31. CONTRACT OR SUB-CONTRACTS.....	58
32. CONTRACTING OUT.....	58
Restrictions on Contracting Out.....	58
33. N/A	59
34. GENERAL CONDITIONS	59
Employee Indemnification	59
35. N/A	59
36. COPIES OF AGREEMENT	59
37. GENERAL	60
38. TERM OF AGREEMENT.....	60
Effective Date.....	60
Agreement to Continue in Force	60
WAGE SCHEDULE	63
LETTER OF UNDERSTANDING.....	74
Schedule A - Outside Workers.....	74
Schedule B- Inside Workers.....	78
Schedule C - Seasonal Workers	80

LETTER OF UNDERSTANDING.....	81
Joint Job Evaluation - Maintenance Procedures	81
Maintenance Agreement.....	83
LETTER OF UNDERSTANDING.....	86
Contracting Out	86
LETTER OF UNDERSTANDING.....	87
Hours of Work – RCMP Switchboard Operators, 911 Operators and Guards	87
Data Records Clerk (RCMP) - Shift Work	90
LETTER OF UNDERSTANDING.....	91
Temporary and Seasonal Assignments.....	91
LETTER OF UNDERSTANDING.....	92
Rotational Shift - Bylaw Enforcement Officer/Bycle Patrol	92
LETTER OF UNDERSTANDING.....	94
Bylaw Enforcement Officer - Commercial Transport.....	94
LETTER OF UNDERSTANDING.....	97
Statutory Holidays - Parks, Recreation and Culture	97
LETTER OF UNDERSTANDING.....	98
Shift Premium - Caretakers	98

LETTER OF UNDERSTANDING.....	99
Hours of Work - RCMP Employees.....	99
LETTER OF UNDERSTANDING.....	100
Nanaimo Aquatic and Leisure Centre	100
LETTER OF UNDERSTANDING.....	102
Food Services - Nanaimo Aquatic & Leisure Centre.....	102
LETTER OF UNDERSTANDING.....	103
Aquatic Facility Staffing	103
LETTER OF UNDERSTANDING.....	106
Accumulated Vacation Pay - Part-time Employees	106
LETTER OF UNDERSTANDING.....	107
Utilities Division - Operator in Training.....	107
LETTER OF AGREEMENT	109
Contracting out Issues	109
MEMORANDUM OF AGREEMENT	113
Reintegration of Injured Workers	113
MEMORANDUM OF AGREEMENT	116
Beban Merger	116
ALPHABETICAL SUBJECT INDEX.....	123

THIS AGREEMENT effective January 1st, 2001 to December 31st,
2003.

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

- (i) Permanent Part-Time Employees with one-half or more than one-half full-time permanent hours, are entitled to all benefits of this Agreement subject to statutory and carrier limitations except that sick leave, vacations and statutory holidays shall be pro-rated. Employee benefits (Article 28) shall be available on the first day of the month following completion of the probationary period.
- (ii) Permanent Part-Time Employees with less than one-half full-time permanent hours shall not be entitled to employee benefits (Article 28) other than sick leave, vacation, statutory holidays and other benefits required by statute. Sick leave, vacations and statutory holidays shall be pro-rated.
- (iii) Part-Time Employees who refuse full-time jobs for which they are qualified shall not have the right to bump a Permanent Full-Time Employee.
- (iv) Permanent Part-Time Employees shall be given first opportunity, in seniority order, to work additional regular straight-time hours which become available within their current classification and department, provided no overtime or shift differential costs are incurred by so doing.

(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/Seasonal Employees

Temporary/Seasonal Employees are those who are hired on a temporary basis for a specific assignment of up to twelve (12) months duration. Such period of employment shall not be extended unless by mutual agreement between the Parties. 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.

BENEFIT ENTITLEMENT

Temporary/Seasonal Employees shall be entitled to the regular wage levels and 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, group life insurance, medical insurance and extended health benefits as applicable.) Temporary/Seasonal Employees hired for regular positions with no break in service will have seniority with effect from the original date of hiring. Benefits shall not be retroactive.

(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.

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.)

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 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 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 Administrator, and the 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) work days of its submission, the matter shall be reduced in writing and be submitted to the next step within a further ten (10) work days.

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

The Grievance shall be submitted by the Union to the City Administrator or designate who will render a written decision within seven (7) work days from receipt of such request. 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 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 Pension Municipal Act.

16. PROMOTIONS AND STAFF CHANGES

(a) Job Postings

Where a vacancy or new position of a permanent nature is to be filled in any department included under this Agreement, notice thereof shall be posted in all departments of the

Employer covered by this Agreement for at least one (1) week. Such notices shall set forth the rate of pay for the position.

- (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:

 - (i) Permanent employees, who have completed their probation period, shall receive preference over other applicants, provided they have the required skill, knowledge and ability. Where the skill, knowledge and ability of two (2) or more permanent employees is relatively equal, seniority shall be the determining factor.
 - (ii) Temporary employees, who have accumulated two thousand three hundred (2300) hours worked in the twenty-four (24) months immediately preceding the date of the posting, shall receive preference over external applicants, provided the skill, knowledge and ability of such temporary employee to immediately perform the work in question is at least equal to that of the external applicant(s). Where the skill, knowledge and ability of two (2) or more temporary employees to immediately perform the work in question is relatively equal under this subsection (ii), length of accumulated service in the requisite two (2) year period shall be the determining factor.

- (iii) The skill, knowledge and ability for vacancies posted under this Article shall be those necessary to perform the job function and shall not be established in an arbitrary or discriminatory fashion.
- (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.

17. LAYOFFS AND RECALLS

(a) Definition of Lay Off

A lay off shall be defined as a reduction in the work force, or a reduction in the hours of work.

(b) Role of Seniority in Lay Off

- (i) Both Parties recognize that job security shall increase in proportion of length of service. Therefore, in the event of a lay off, permanent 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. The right to bump shall include 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.

- (ii) Should a layoff occur in any department, the temporary/seasonal employees working in such department shall be terminated prior to the department's permanent employees being laid off, provided such permanent employees are qualified to perform the work in question. Permanent employees, who displace temporary/seasonal employees under this sub-section, shall be eligible for recall to a permanent position while working in such temporary/seasonal capacity. When the temporary/seasonal work comes to an end, the permanent employee performing such work shall be laid off and placed on the recall list, at that time.

(c) Advance Notice of Lay Off

Unless legislation is more favourable to the employees, the Employer shall notify permanent employees who are to be laid off thirty (30) days prior to the effective date of lay off, or award pay in lieu thereof.

(d) Recall Procedure

Employees shall be recalled in the order of their seniority, if qualified to perform the available work. Where an employee is laid off and is subsequently offered temporary work of less than thirty (30) days duration, and upon completion of such is laid off again, recall rights shall not be extended and subsection (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 employees 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:
8 a.m. to 8 a.m. - Sunday through Saturday
8 hour day - 40 hour week
 - (2) Mechanic Trades Person, Trades Assistant, Stores/Records Clerk:
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:
2 p.m. to 10 p.m. - 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) Office Assistant (Floater):
8 a.m. to 4:30 p.m. - Monday through Friday
7 hour day - 35 hour week;
when increased to 8 hours/day & 40 hours/week in
Public Works, straight-time rates shall apply
- (10) 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)
- (11) RCMP Records Supervisor:

7 a.m. to 11 p.m. - Sunday through Saturday
7 hour day -35 hour week

(12) 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

(13) 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
 - (a) 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.
 - (b) 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.

- (c) 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.

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 30 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 February, for the previous years' overtime.

Any accumulated time left at the end of February shall be paid out in March at the employee's current classified rate.

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 fourteenth calendar years	4 weeks	8% of regular wages
During fifteenth 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.
- (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.

- (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.

- (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. LEAVE 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 two (2) years 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

Effective 2001-MAY-23, 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.

(j) 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(i) 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(i) above, unless the employer and employee agree otherwise,
 - (b) for a birth mother who does not take pregnancy leave under section 24(i) 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)(j) and pregnancy leave under section 24(i) is limited to fifty-two (52) weeks, plus any additional leave the employee is entitled to under subsection 24(i)(3) or subsection (2) of this section.

(k) 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(i) and 24(j) 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

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.

(h) Direct Deposit

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

Employees shall be paid every second Friday; however, where an employee:

- (i) will be absent on Friday
- (ii) works an afternoon shift on the Thursday preceding the regular pay day, or
- (iii) works a graveyard shift preceding the regular pay day,

the Employer will, to the degree practicable, attempt to make the employee's pay cheque available the preceding day. Employees requesting early cheque availability are required to advise the Human Resources Office fourteen (14) calendar days in advance.

(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.

(k) Tool Allowance

Employees required by the Employer to supply their own tools, as a condition of employment, shall be paid a tool allowance of one hundred dollars (\$100.00) per annum. 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.

(l) Safety Footwear Allowance

Effective 1997-JAN-01 the Employer shall pay fifty percent (50%) towards the purchase of one (1) pair of steel-toed safety boots annually, to a maximum of fifty dollars (\$50) per annum, for those permanent full-time employees required by the Employer to wear safety footwear.

(m) Snow Plowing Allowance

Operators involved in sanding and salting (i.e. while actually driving a one (1) ton truck or larger) 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.

26. SEXUAL HARASSMENT

All personnel have the right to work without sexual harassment. Any complaint alleging sexual harassment will be dealt with in the Grievance Procedure and will commence at Step Three, as outlined in Article 12.

Sexual harassment shall be defined as any unwanted sexually oriented practice that is work related or occurs in the workplace that undermines an employee's health, job performance, or workplace relationships or endangers an employee's employment status or potential status.

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 Maintenance Plan 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.

28. EMPLOYEE BENEFITS

(a) Pensions

- (i) All employees shall be advised three (3) months in advance of the date of their superannuation.
- (ii) No employee shall remain in the employ of the Employer for a longer period than twelve (12) months after reaching maximum superannuation age. The Employer reserves the sole right to determine whether or not any employee will continue to be employed after having reached maximum superannuation age.

(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.
- (iii) Effective January 1, 1999, the Extended Health Benefit Plan shall be amended to include Vision Care coverage.

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 an 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

- (a) As soon as operationally possible after 2001-MAY-23, the Employer shall arrange for the provision of a Long term Disability Plan for permanent full-time employees who commence employment after 2001-MAY-23 and who have completed one (1) year of continuous service. Employees hired before 2001-MAY-23 shall be eligible for coverage after completion of probation. 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.
- (b) 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.

- (c) 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.

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 provide the members of the Health and Safety Committee 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.

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 1st, 2001 to December 31st, 2003 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:

"ORIGINAL SIGNED BY"

Gary Korpan

M A Y O R

"ORIGINAL SIGNED BY"

R. Oakley

PRESIDENT (R. Oakley)

"ORIGINAL SIGNED BY"

Karen Burley (for)

CITY CLERK (J. Bowden)

"ORIGINAL SIGNED BY"

Al Britton

2nd VICE PRESIDENT

"ORIGINAL SIGNED BY"

M. Smith

Witness

Address:

WAGE SCHEDULE

Classification	Rate		Rate		Rate	
	Jan. 1 2001	1.75%	Jan. 1 2002	2.10%	Jan. 1 2003	2.50%
Level 1	17.26		17.62		18.06	
Level 2	17.97		18.35		18.81	
Level 3	18.73		19.12		19.60	
Level 4	19.47		19.88		20.38	
Level 5	20.18		20.60		21.12	
Level 6	20.93		21.37		21.90	
Level 7	21.67		22.13		22.68	
Level 8	22.41		22.88		23.45	
Level 9	23.15		23.64		24.23	
Level 10	23.87		24.37		24.98	
	8-hr day Jan. 1 2001 1.75%	7-hr day Jan. 1 2001 2.75%	8-hr day Jan. 1 2002 2.10%	7-hr day Jan. 1 2002 3.10%	8-hr day Jan. 1 2003 2.50%	7-hr day Jan. 1 2003 3.50%
Level 11	24.59	24.83	25.11	25.60	25.74	26.50
Level 12	25.35	25.60	25.88	26.39	26.53	27.31
Level 13	26.08	26.33	26.63	27.15	27.30	28.10

Classification	Jan. 1 2001	Jan. 1 2002	Jan. 1 2003
Level 1 Parks Refuse Collector	17.26	17.62	18.06
Level 2 Cashier Clerk (Temp.) Labourer Labourer/Relief	17.97	18.35	18.81
Level 3 Sanitation Worker Serviceperson/Labourer-Relief Trades Assistant	18.73	19.12	19.60
Level 4 Concession/Cashier Coordinator Custodian Equipment Operator-Asphalt Truck Driver Water Meter Reader Water/Wastewater Sys Operator-in- Training	19.47	19.88	20.38
Level 5 Arena Clerk - Allocations Asphalt Operator/Truck Collection Clerk - Finance Crane Operator Equipment Operator - Parks	20.18	20.60	21.12

Level 5	20.18	20.60	21.12
Land Clerk			
Purchasing Clerk			
Service Centre Maintenance			
Steno – Finance			
Stores Records Clerk			
Switchboard – Development Services			
Traffic Serviceperson			
Zamboni Operator/Caretaker			
Zamboni Operator/Labourer			

Level 6	20.93	21.37	21.90
Accounting Clerk – Constr.			
Business Licence Clerk			
Bushwacker Operator			
Clerk – Parks			
Clerk/Support Specialist			
Client Support Specialist			
Collections Clerk - Finance			
Customer Service Representative			
Exhibit & Property Clerk			
Lifeguard/Instructor			
Prisoner Guard			
Property Services Clerk			
RCMP Financial Clerk			
RCMP Information Clerk			
RCMP Switchboard Operator			
Records – GIS Tech			
Records Data Clerk - RCMP			
Refuse Collector/Operator			
Roads Serviceperson			
Service Center - Storekeeper			

Level 6	20.93	21.37	21.90
Steno - Crime Prevention			
Steno - Eng			
Sweeper Operator			
Utility Worker - Parks			
Level 7	21.67	22.13	22.68
40-hr. Operator/Dispatcher			
Allocation Clerk - Parks			
Clerk - Parks			
Clerk/Dispatcher - Public Works			
Collections Clerk - Finance			
Court Liaison Clerk			
Caretaker Supervisor			
Draftsperson - Engineering			
Economic Development Clerk			
Engineering Clerk			
Equipment Operator - Public Works			
Facilities Operator - Parks			
General Ledger Clerk - Finance			
Permit Info Centre Clerk			
Parks Maintenance Worker			
Property Clerk - Finance			
RCMP Information Supervisor			
Reader - RCMP			
Roads Sub-Foreman			
Secretary – City Manager’s Office			
Secretary – Community Services			
Secretary - Development Services			
Secretary - Mayor & Council			
Service Centre Clerk			

Steno - Bylaw

Level 7	21.67	22.13	22.68
Steno - City Clerk			
Steno - Development Services			
Steno – GIS - RCMP			
Steno - Human Resources			
Steno – Municipal Drugs			
Storekeeper			
Surveyor			
Tax Clerk			
Traffic Marking Specialist			
User Rate Billing Clerk			
User Rate Clerk - Finance			

Level 8	22.41	22.88	23.45
911 Emerg Svs Comm Operator			
Accounts Payable Clerk - Finance			
Business Licence Investigator			
Buyer - Purchasing			
Bylaw Regulation Clerk			
Collections Supervisor - Finance			
Facilities Operator - Parks			
Gardener			
Info Tech - Engineering			
Land Technician (R-O-W)			
Project Budget Clerk - Public Works			
Properties Clerk			
RCMP Administration Clerk			
RCMP Traffic Steno			
Secretary - Finance			
Secretary - Parks			
Secretary - RCMP			

Sewer & Drainage Serviceperson

Level 8	22.41	22.88	23.45
Steno - RCMP Operations			
Sub-Foreman - Parks			
Surveyor			
Technical Support Spec - RCMP			
Traffic/Transportation Technician			
Utilities Technician			
Watershed Inspector			
Water/Wastewater Systems Operator			
Level 9	23.15	23.64	24.23
Bylaw Enforcement Officer			
CAD Technician – Eng			
Carpentry Tradesperson			
Construction Coordinator			
Construction Sub-Foreman			
Eng. Liaison Support Tech.			
Engineering Services Technician			
GIS Tech – Eng.			
Head Lifeguard			
Municipal Services Inspector			
Payroll Clerk			
Recreation Programmer			
Recreation Programmer - Arenas			
Sanitation & Cemetery Foreman			
Small Equipment Mechanic			
Technical Support Specialist			
Utility Worker			
Level 10	23.87	24.37	24.98

Bylaw Enf. Officer/Comm. Transport
 Bylaw Enf. Officer/Bicycle Patrol

Level 10 **23.87** **24.37** **24.98**

CAD Tech - Design
 Comm. Dev. Research Tech.
 Construction Liaison Officer
 Drainage Foreman
 GIS Analyst
 Mechanic Tradesperson
 Occ. Health & Safety Coordinator
 Office Supervisor – Recreation
 Services
 Planning Assistant
 Roads Foreman
 Senior Inspector
 Sewage Foreman
 Systems Coordinator – Dev Services
 Supervisor, Properties and Revenue
 Supervisor, User Rates and Business
 Licences
 Traffic Management Foreman
 Waste & Storm Water Systems Op.
 Water Sub-Foreman
 Water Technician

Level 11 – 7 hr day **24.83** **25.60** **26.50**

Assistant Accountant
 Client Support Analyst
 Coordinator of Support Services - Eng
 Design Technician
 Development Tech – Eng.
 Engineering Services Technologist

Level 13 – 7 hr day	26.33	27.15	28.10
Land Use Regulation Planner			
Planner			
Property Services Agent			
Social Planner			
Level 13 – 8 hr day	26.08	26.63	27.30

JOB EVALUATION PLAN EXCLUSIONS

	2001	2002	2003
Accountant	26.84	27.40	28.09
General Foreman – Stm & Sani Sewer	26.84	27.40	28.09
General Foreman – Roads & Traffic	26.84	27.40	28.09
Mun Eng Infrastructure Specialist	30.68	31.32	32.10
Systems Analyst	26.80	27.36	28.04
Supervisor of Building Inspection	28.64	29.24	29.97
Technical Support Analyst	27.84	28.43	29.21
Traffic/Transp Eng Specialist	30.68	31.32	32.10

LIFEGUARD/INSTRUCTOR RATES:

Lifeguard Instructor – L1	13.83	14.12	14.47
Lifeguard Instructor – L2	16.61	16.96	17.38

APPRENTICESHIP RATES:

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

LETTER OF UNDERSTANDING

BETWEEN:

CITY OF NANAIMO

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 401

(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":

Buyer – Purchasing	Foreman - Drainage
Cashier – Beban	Foreman - Fleet Maintenance
Caretaker Supervisor	Foreman - Parks & Horticultural
Carpentry Tradesperson	Foreman - Roads
Clerk/Dispatcher - Public Works	Foreman - Roads Management
Clerk – Engineering	Foreman - Sanitation & Cemetery
Clerk - Service Centre	Foreman - Sewage
Clerk - Stores Records	Foreman - Traffic Management
Concession/Cashier Co-ordinator	Foreman - Water Distribution
Construction Co-ordinator	Foreman - Water Supply
Construction Liaison Officer	Foreman - Trades - Parks
Custodian	Foreman – Construction
	Gardener
	Gen Foreman – Roads & Traffic

Head Lifeguard
 Inspector - Municipal Services
 Inspector - Senior
 Inspector - Watershed
 Labourer
 Labourer/Relief
 Lifeguard/Instructor
 Mechanic - Apprentice
 Mechanic - Small Equipment
 Mechanic - Tradesperson
 Occupational Health & Safety Co-ord.
 Operator - 911 Emergency Services Comp
 Operator - Asphalt
 Operator - Bushwacker
 Operator - Crane
 Gen Foreman – Storm & Sani Sewer
 Operator/Dispatcher - 40-Hr.
 Operator – Equipment – Parks
 Operator – Equipment – P/W
 Operator – Equipment
 Operator – Facilities – Parks
 Operator – Refuse Collector
 Operator – Sweeper
 Operator/Truck - Asphalt
 Prisoner Guard
 Programmer – Recreation
 Programmer – Recreation, Arena

 Programmer – Recreation, Aquatics
 Project Supervisor/Arborist

Refuse Collector - Parks
 Roads Co-ordinator
 Sanitation Worker
 Service Centre Maintenance
 Serviceperson - Labourer/Relief
 Serviceperson - Roads
 Serviceperson - Sewer & Drainage
 Serviceperson - Traffic
 Storekeeper
 Storekeeper - Service Centre
 Sub-Foreman - Construction
 Sub-Foreman - Parks
 Sub-Foreman - Roads
 Sub-Foreman - Water
 Switchboard Operator - RCMP
 Technician - Instrument & Telemetry
 Technician - Traffic Marking
 Technician - Utilities
 Technician - Water
 Trades Assistant
 Traffic Marking Specialist
 Truck Driver
 Utility Worker
 Utility Worker - Parks
 Waste & Storm Water Systems Op.
 Water Meter Reader
 Water/Wastewater Systems Operator
 Water/Wastewater Systems Operator
 in Training
 Zamboni Operator/Caretaker
 Zamboni Operator/Labourer

NOTE:

The following previous Schedule “A” position includes increment steps:

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

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

Accountant	Clerk - Exhibit & Property
Analyst - Client Support	Clerk - General Ledger - Finance
Analyst - Financial	Clerk – Information - RCMP
Analyst - GIS	Clerk – Parks
Analyst - Programmer	Clerk – Payroll
Analyst – Programmer/Network	Clerk – Permit Information Centre
Analyst – Research & Information	Clerk - Project Budget- Public Works
Analyst - Senior Systems	Clerk - Properties
Analyst - Systems	Clerk - Property - Finance
Analyst - Technical Support	Clerk – Property Services
Assistant Accountant	Clerk – Purchasing
Assistant - Planning	Clerk – Records Data
Business Licence Investigator	Clerk – Tax
Bylaw Enforcement Officer	Clerk (Temp)
Bylaw Enf Officer/Bicycle Patrol	Clerk - User Rate - Finance
Bylaw Enf Officer/Commercial Transport	Clerk - User Rate Billing
Cashier - Finance	Coord – Dev Services Systems
Clerk - Accounting - Construction	Coordinator - Environmental
Clerk - Accounts Payable - Finance	Coord – Pkg, Animal Control & Risk Mgmt
Clerk - Administration - RCMP	Coordinator – Support Services
Clerk - Allocation - Parks	Customer Service Representative
Clerk - Arena	Draftsperson - Engineering
Clerk - Business Licence	Inspector - Building
Clerk - Bylaw Regulation	Office Supervisor - Parks
Clerk – Collections - Finance	Plan Checker
Clerk - Court Liaison	Planner
Clerk - Economic Development	Steno - RCMP GIS

Planner - Community Development
Planner - Development Approval
Planner - Environmental
Planner - Land Use Regulation
Planner - Social
Property Services Agent
Reader - RCMP
Secretary – City Manager’s Office
Secretary – Community Services
Secretary - Development Services
Secretary - Finance
Secretary - Parks
Secretary - RCMP
Secretary to Mayor & Council
Specialist – Clerk Support
Specialist - Client Support
Specialist – Technical Support
Specialist – Tech Support – RCMP
Steno – Bylaw
Steno - City Clerk
Steno - Crime Prevention
Steno – Engineering
Steno – Finance
Steno - Human Resources
Steno – Development Services

Steno - RCMP Operations
Steno - RCMP Traffic
Supervisor of Building Inspections
Supervisor – Finance - Collections
Supervisor – Payroll
Supervisor – RCMP Information
Supervisor – Revenue & Properties
Supv – User Rates & Bus Licences
Surveyor
Surveyor - Senior
Switchboard – Development Services
Technician - Eng Liaison Support
Technician - Eng - Traffic/ Transp
Technician – Engineering Services
Technician – Info – Eng.
Technician – Land (R-O-W)
Technician – Records/GIS
Technician – Comm Dev Research
Technician – Design
Technician – CAD - Design
Technician – Eng - Development
Technician – Engineering - GIS
Technologist – Engineering Services

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	Jan 2001	Jan 2002	Jan 2003
Facility Attendant	11.75	12.00	12.30
Skate Patrol	11.75	12.00	12.30
Skate Shop Attendant	11.75	12.00	12.30
Concession Worker/Cashier	12.47	12.73	13.05
Recreation Helper	12.47	12.73	13.05
Recreation Leader	15.23	15.55	15.94

for the Employer

for the Union

"ORIGINAL SIGNED BY"

"ORIGINAL SIGNED BY"

J. Constable

R. Oakley

Oct 31, 01

Oct 31, 01

Date

Date

LETTER OF UNDERSTANDING

BETWEEN:

CITY OF NANAIMO

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

[Joint Job Evaluation - Maintenance Procedures]

It is hereby agreed by the Parties to clarify the terms of reference for Joint Job Evaluation - Maintenance Procedures as follows:

The Maintenance Committee's role is to evaluate new positions and existing positions with significant changes to the position. In some instances new positions may require re-evaluating after the position has been filled for a period of one year, when it is apparent that the duties and responsibilities of the position are significantly different than what was contained in the original job description.

When an employee is of the opinion that their job has changed, it is the employee's responsibility to discuss this with their manager or supervisor and provide a basic outline in writing as well as notify the Human Resources Department. The Manager may not agree that the employee's job has changed but it is the manager's responsibility to report the request that the employee has brought forward, to the Human Resources Department.

The Human Resources Department will determine if the changes in the job description are significant changes or an extension of duties in the original job description. When a job description is NOT sent to the

Maintenance Committee, Human Resources will advise the employee in writing.

If the CUPE President, and/or designate, does not agree with the decision of the Human Resources Department and can provide rationale, the Union may request the job description be forwarded to the Maintenance Committee for a review and for a final decision. The Committee may request a job questionnaire be completed by the employee to accompany the job description.

The Manager will advise the employee in advance of the date of the meeting, and the Manager and/or designate will attend the meeting to discuss the job description. At the Maintenance Committee's discretion the Committee may interview the employee.

The Manager will be informed, in writing, with a copy to the employee and the Union, of the Maintenance Committee's decision.

If an employee or manager is not in agreement with the Maintenance Committee's decision and can substantiate concerns or misinformation, they can refer the concerns or misinformation to the President of CUPE, or designate, or the Director of Human Resources, or designate, whoever is appropriate. If either Party determines concerns are valid, they jointly approach the Committee for clarification and/or reconsideration.

for the Employer

for the Union

"ORIGINAL SIGNED BY"

"ORIGINAL SIGNED BY"

J. Constable

R. Oakley

Oct 31, 01

Oct 31, 01

Date

Date

MAINTENANCE AGREEMENT

Section 8 Maintenance Procedures of the Terms of Reference for a CUPE Gender-Neutral Job Evaluation Programme dated 1990-APR-10, as per Article 27(d)

8. MAINTENANCE PROCEDURES

In maintaining the job descriptions and job ratings, and making the necessary adjustments that occur from time to time resulting from new/changed jobs, the Joint Job Evaluation Committee shall be retained to deal with all related matters that come before it. The JJEC shall meet quarterly to review and evaluate all new/changed jobs.

The JJEC shall attempt to make decisions relating to the final job rating relating to new or changed jobs. Where agreement cannot be reached by the JJEC, the Parties may instigate procedures leading to an arbitration decision, pursuant to Section 7.

Provisions for maintaining the job descriptions and job ratings and making the necessary adjustments that occur from time to time, as a result of new or changed conditions, are as follows:

- a. The agreed upon job descriptions and job ratings which are in effect from the effective date of completion of the Job Evaluation Program, and any that may subsequently be

agreed upon in accordance with this Memorandum, shall continue in effect unless:

- (i) The job content is changed by the Employer.
 - (ii) The job is changed as a result of a successful appeal or arbitration award.
- b. Whenever the Employer decides to establish a new job, the following procedure shall apply:
- (i) They shall prepare a job description and establish a temporary wage rate for the new job. This detail shall be submitted to the JJEC for review.
 - (ii) They shall notify Local #401 of the proposed new job, of the job description and temporary wage rate.
 - (iii) An employee(s) shall be appointed or assigned to the new job in accordance with the Collective Agreement and a temporary wage rate applied.
 - (iv) The JJEC shall evaluate the new job at its next regular quarterly review meeting.
 - (v) If the JJEC review results in a higher rating than the temporary/current rate, the incumbent in the new/changed job will receive retroactivity at the new rate. If the JJEC review results in a lower rating, then the rate will immediately be adjusted to the new rate assigned by the JJEC.

- c. If a change in current job content results in a lower evaluation and wage rate for a job, the incumbent of such job whose existing wage rate is thus higher than the established wage rate of the changed job shall be identified, and the incumbent shall receive all negotiated increases. However, this protection does not apply to new positions or to new incumbents in temporarily rated positions.

- d. The Parties agree to set aside Article 27(c) of the Collective Agreement during the life of this Memorandum and any reclassification requests that arise shall be referred to the JJEC for review under the Terms of Reference as agreed hereto.

for the Employer

for the Union

"ORIGINAL SIGNED BY"

"ORIGINAL SIGNED BY"

J. Constable

R. Oakley

Oct 31, 01

Oct 31, 01

Date

Date

LETTER OF UNDERSTANDING

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

"ORIGINAL SIGNED BY"

"ORIGINAL SIGNED BY"

J. Constable

R. Oakley

Oct 31, 01

Oct 31, 01

Date

Date

LETTER OF UNDERSTANDING

BETWEEN:

CITY OF NANAIMO

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 401

[Article 18 - Hours of Work- RCMP Switchboard Operators, 911 Operators and Guards.

It is hereby agreed by the Parties to modify the hours of work for RCMP SWITCHBOARD OPERATORS, 911 OPERATORS 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.

for the Employer

for the Union

"ORIGINAL SIGNED BY"

"ORIGINAL SIGNED BY"

J. Constable

R. Oakley

Oct 31/01

Oct 31/01

Date

Date

LETTER OF UNDERSTANDING

BETWEEN:

CITY OF NANAIMO

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 401

[Shift Work - Data Records Clerk (RCMP)]

[Re: the language on Data Records Clerk (RCMP) signed off March 28, 1994]

The Employer may implement afternoon shifts for current incumbents, except Gail Greenaway. Section 18 (d)(10) notwithstanding, the senior incumbent Data Records Clerk (RCMP), Ms. Gail Greenaway, shall continue to work only day shift. Current incumbents shall not be required to work their regular shifts on Saturday and/or Sunday. New incumbents hired after April, 1998 may be scheduled to work regular shifts on Saturdays and/or Sundays.

for the Employer

for the Union

"ORIGINAL SIGNED BY"

"ORIGINAL SIGNED BY"

J. Constable

R. Oakley

Oct 31/01

Oct 31/01

Date

Date

LETTER OF UNDERSTANDING

BETWEEN:

CITY OF NANAIMO

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 401

[Temporary and Seasonal Assignments]

It is hereby agreed by the Parties that in application of Article 1(d), "Definition - Temporary/Seasonal Employees" specific assignment shall refer to work which is:

1. Seasonal work up to nine (9) months duration.
2. Special projects up to twelve (12) months duration.
3. Temporary work may be of unlimited duration to cover employees absent on vacation, sick leave, leave of absence, or WCB claim.
4. Work overload assignments up to six (6) months duration.

Extensions shall be by mutual agreement of the Parties.

The Employer will provide the Union with updated information of specific temporary/seasonal assignments.

for the Employer

for the Union

"ORIGINAL SIGNED BY"

J. Constable

"ORIGINAL SIGNED BY"

R. Oakley

Oct 31, 01

Oct 31/01

Date

Date

LETTER OF UNDERSTANDING

BETWEEN:

CITY OF NANAIMO

AND

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 401

**[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 ($\frac{1}{2}$) 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

for the Union

"ORIGINAL SIGNED BY"

"ORIGINAL SIGNED BY"

J. Constable

R. Oakley

Date Oct 31/01

Date Oct 31/01

LETTER OF UNDERSTANDING

BETWEEN:

CITY OF NANAIMO

AND

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 401

[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.

SIGNED for the Union

SIGNED for the Employer

"ORIGINAL SIGNED BY"

"ORIGINAL SIGNED BY"

J. Constable

R. Oakley

Oct 31/01

Oct 31/01

Date

Date

Appendix 1
 Bylaw Commercial Transport

Schedule

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

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

LETTER OF UNDERSTANDING

BETWEEN:

CITY OF NANAIMO

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 401

[Statutory Holidays - Parks, Recreation and Culture]

The Parties agree that Temporary/Seasonal and Casual Employees in the Parks, Recreation and Culture Department who work on a statutory holiday shall be paid at time and one-half (1-1/2) and shall receive compensation for the statutory holiday as per Article 1(d) Benefits.

for the Employer

for the Union

"ORIGINAL SIGNED BY"

"ORIGINAL SIGNED BY"

J. Constable

R. Oakley

Oct 31/01

Oct 31/01

Date

Date

LETTER OF UNDERSTANDING

BETWEEN:

CITY OF NANAIMO

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 401

[Shift Premium - Caretakers]

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 Caretaker works a shift other than a day shift as described in Article 18(b) and 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 (7 ½) hours worked.

for the Employer

for the Union

"ORIGINAL SIGNED BY"

"ORIGINAL SIGNED BY"

J. Constable

R. Oakley

Oct 31/01

Oct 31/01

Date

Date

LETTER OF UNDERSTANDING

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.

for the Employer

for the Union

"ORIGINAL SIGNED BY"

"ORIGINAL SIGNED BY"

J. Constable

R. Oakley

Oct 31/01

Oct 31/01

Date

Date

LETTER OF UNDERSTANDING

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;

Wages

- a) Lifeguards and Schedule "C" employees pay rates apply as per the Collective Agreement. All remaining classifications hired for the Nanaimo Aquatic and Leisure Centre will be paid \$3.00 less per hour than the applicable negotiated rates as per the current Collective Agreement. From the initial date of the facility opening, these classifications will receive a \$1.00 per hour increase every twelve (12) months until the rate of pay equals that of the Collective Agreement.
- b) Permanent positions created as a result of opening this facility will be identified as Nanaimo Aquatic and Leisure Centre positions at the time of posting. The incumbents of

these positions will receive this pay rate regardless of the recreation location they are assigned.

- c) Existing permanent employees from other facilities assigned to the Nanaimo Aquatic and Leisure Centre will receive their current rate of pay.
- d) Casual and temporary employees receive the applicable rate for the facility they are assigned to.

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

for the Union

"ORIGINAL SIGNED BY"

"ORIGINAL SIGNED BY"

J. Constable

R. Oakley

Oct 31/01

Oct 31/01

Date

Date

LETTER OF UNDERSTANDING

Between:

CITY OF NANAIMO

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

Re: Food Services - Nanaimo Aquatic & Leisure Centre

The Parties agree that a food services contract for this facility will be exempt from the provisions of Article 31 - Contractor Wages for the five (5) year term of the food services contract.

As there is a five (5) year renewal provision in the contract, the Union further agrees to review and consider an extension of the exemption of Article 31 for a further five (5) year period. Such an exemption shall not be unreasonably denied.

The City agrees that they will encourage the contractors to hire students from the food program at local high schools.

The City agrees the contracted operation will not remain open if the rest of the facility is closed due to a labour dispute.

for the Employer

for the Union

"ORIGINAL SIGNED BY"

J. Constable

"ORIGINAL SIGNED BY"

R. Oakley

Date: Oct 31/01

Date: Oct 31/01

LETTER OF UNDERSTANDING

Between:

CITY OF NANAIMO

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

Re: Aquatic Facility Staffing

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

1. Terms will apply to all existing and new aquatic facilities.
2. Wage scales become effective immediately.
3. Head Lifeguard position will be maintained at current J.E. level and rate as follows:

One (1) Head Lifeguard position will be maintained at Beban.

One (1) Head Lifeguard position or Recreation Programmer - Aquatics will be created at the new aquatic facility when it begins operation.

4. Two (2) existing full time Lifeguard Instructor positions will be maintained at current J.E. level and rate. When vacated, these positions will be refilled by full or part time staff as operationally required. Should the part time option be implemented, the staffing

compliment will be maintained equal to 2 F.T.E.'s (1 F.T.E per facility).

5. The remaining nine (9) part time Lifeguard Instructor positions will be salary protected with all negotiated increases for existing incumbents. When these positions are vacated new rates will apply.
6. The City will immediately create two (2) permanent part time Lifeguard Instructor positions starting at the \$13.83/hr rate.
7. There will be no substitution to a higher pay level for holiday relief, sickness, etc.
8. Lifeguard Instructor and Lifeguard position as classified in Schedule "C" will be deleted.
9. A new three tier Lifeguard Instructor position will be created. Any future changes to qualifications will be subject to Article 27 (c) of the Collective Agreement.

Wages will be effective immediately and negotiated increases will apply:

Level I	\$13.83/hour
Level II	\$16.61/hour
Level III	JE Rate

10. There will be a natural progression from Level I to Level II only.

Level I requirements are as follows:

- a) Water Safety Instructor

- b) CPR Basic Rescue
- c) National Lifeguard Certification (Pool Option)

Level II requirements, in addition to the above:

- a) 1,000 hours Lifeguard/Instructor experience at Beban, the Kin Pool or new facility counted from date of ratification and only for City of Nanaimo service.
 - b) Pool Operator (Level I)
 - c) Life Saving Instructor Certificate
11. All remaining classifications in a new facility will be paid \$3.00 less per hour than the applicable negotiated rates as per the current Collective Agreement, Schedule "C" employees excluded. From the initial date of the facility opening, these classifications will receive a \$1.00 per hour increase every twelve (12) months until the rate of pay equals that of the Collective Agreement.
12. Notwithstanding items 4 and 5, any work by aquatics staff at a new facility will be paid at the new rate.

for the Employer

for the Union

"ORIGINAL SIGNED BY"

"ORIGINAL SIGNED BY"

J. Constable

R. Oakley

Oct 31/01

Oct 31/01

Date

Date

LETTER OF UNDERSTANDING

Between:

CITY OF NANAIMO

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

Re: Accumulated Vacation Pay - Part-time Employees

It is understood that it is administratively impractical to accumulate vacation pay for part-time employees at present. If and when the Employer is capable of accumulating vacation pay automatically within its computerized payroll system, vacation pay for permanent part-time employees shall be accumulated and paid out at the time these employees take their vacation.

for the Employer

for the Union

"ORIGINAL SIGNED BY"

"ORIGINAL SIGNED BY"

J. Constable

R. Oakley

Oct 31/01

Oct 31/01

Date

Date

LETTER OF UNDERSTANDING

BETWEEN:

CITY OF NANAIMO

AND

CANADIAN UNION OF PUBLIC EMPLOYEE

LOCAL 401

[Utilities Division – Operator in Training

The parties agree that a process for individuals to acquire experience and certification through the British Columbia Water and Wastewater Association is of benefit.

The creation of an Operator in Training position similar to an apprenticeship will occur with the following conditions;

1. An entry level job description will be developed and rated through the existing JE process.
2. The candidates will be required to meet the City of Nanaimo qualifications for the position and pass the stringent entry and screening examinations.
3. Incumbents will be required to achieve progressive certification consistent with BCWWA timelines.

4. Certification must be acquired to be eligible to apply for permanent BCWWA certified vacancies in the division as they occur.
5. If no vacancies occur subsequent to the incumbent meeting the BCWWA level II certification an increment of one pay level increase will be applied.
6. For all applicants the trial period for this program will be 12 months.

for the Employer

for the Union

"ORIGINAL SIGNED BY"

"ORIGINAL SIGNED BY"

J. Constable

R. Oakley

Oct 31/01

Oct 31/01

Date

Date

LETTER OF AGREEMENT

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 \$11.45 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 Robert Diebolt or an agreed alternate arbitrator on an expedited basis for resolution.

for the Employer

for the Union

"ORIGINAL SIGNED BY"

"ORIGINAL SIGNED BY"

J. Constable

R. Oakley

Oct 31/01

Oct 31/01

Date

Date

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

BETWEEN:

CITY OF NANAIMO

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

[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

"ORIGINAL SIGNED BY"

"ORIGINAL SIGNED BY"

J. Constable

R. Oakley

Oct 31/01

Oct 31/01

Date

Date

MEMORANDUM OF AGREEMENT

BETWEEN:

CITY OF NANAIMO

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

[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/Cashier, 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.
- (vi) Ms. Margaret Graham will continue to work a minimum 20-hour work week while occupying the position of "Lifeguard/Instructor" as per the 1989-MAY-08 letter of appointment.

(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.
- (v) Shift Premium- The following employees while working at the Beban Park Complex, shall receive 8 hours pay at regular rates for seven and one half (7 ½) hours of work, when the shift commences after 12:00 p.m. (noon); eight (8) hours pay at regular rates for seven (7) hours work, when the shift commences after 12:00 a.m. (midnight) and more than one half (1/2) the shift hours are completed before 6:00 a.m.:

James Lighthart
Charanjit Luddu

Chet Lines
Craig Robertson

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:

Margaret Graham
Judy Fielder

(g) General Conditions - Article 34

(i) Uniforms: Uniforms will be provided to all maintenance staff and caretakers listed below, while employed in maintenance or caretaker capacity at the Beban Park Complex. Uniform purchase approval will continue to be based upon reasonable usage and replacement:

James Lighthart
Charanjit Luddu

Chet Lines
Craig Robertson

(ii) 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.

- (iii) 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"

LUDDU, Charanjit	1975-DEC-08	Trades Foreman
TIMMINS, Janelle	1979-JAN-02	Allocation Clerk
FIELDER, Judy	1985-JAN-02	Cashier
ROBERTSON, Craig	1985-JAN-13	Utility Worker
SANDHU, Jagmel	1985-FEB-04	Lifeguard/Instructor
LIGHTHART, James	1986-JAN-20	Facilities Operator
WILLIAMS, Elizabeth	1986-APR-01	Recreation Programmer
WALKER, Helen	1986-SEP-15	Head Lifeguard
GRAHAM, Margaret	1989-JAN-02	Lifeguard/Instructor
LINES, Chet	1989-FEB-03	Custodian
TRIPPELL, Tina	1990-SEP-21	Lifeguard/Instructor

CLASSIFICATION SCHEDULE "B"

Judy Fielder	PPT	Cashier
Craig Robertson	Perm	Utility Worker
Jagmel Sandhu	Perm	Lifeguard/Instructor
Elizabeth Williams	Perm	Recreation Programmer
Margaret Graham	PPT	Lifeguard/Instructor
Helen Walker	Perm	Head Lifeguard
James Lighthart	Perm	Zamboni/Caretaker
Janelle Timmins	Perm	Allocation Clerk
Charanjit Luddu	Perm	Trades Foreman
Chet Lines	Perm	Custodian
Tina Trippell	PPT	Lifeguard/Instructor

for the Employer

for the Union

"ORIGINAL SIGNED BY"

"ORIGINAL SIGNED BY"

J. Constable

R. Oakley

Oct 31/01

Oct 31/01

Date

Date

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.

Alphabetical Subject Index

Acting Pay	17
Accumulated Overtime	26
Advance Notice of Layoff	19
Alternate Employment, Requests	18
Apprenticeship Rates	69
Bargaining Unit	6
Beban Merger - Letter of Understanding	112
- Seniority - Article 15	
- Hours of Work - Article 18	
- Overtime and Premium Pay - Article 19	
- Overtime Preference	
- Statutory Holidays - days in lieu - Article 21	
- Benefits - Article 28	
- General Conditions - Article 34	
- Seniority List "A"	
- Classification Schedule "B"	
Benefit Entitlement	2
- Permanent Full-Time Employees	2
- Permanent Part-Time Employees	2
- Probationary Employees	4
- Temporary/Seasonal Employees	4

- Casual Employees	5
Bereavement Leave	35
Boot Allowance	47
Bumping	18
Call Out Pay	42
Casual Employee - Definition	5
Cemetery Work Bonus	42
Check off of Union Dues	7
Clothing, Pay for	55
Compensation Injuries	52
Contract or Sub-Contracts	56
Contracting Out - Restrictions on	56
Contracting Out - Letter of Understanding	81
Contracting Out Issues - Letter of Understanding	104
Copies of Agreement	57
Correspondence	8
Crossing of Picket Lines During Strike	13
Definitions	
- Permanent Full-Time Employees	2
- Permanent Part-Time Employees	2
- Probationary Employees	4
- Temporary/Seasonal Employees	4
- Casual Employees	5
Definition of Lay Off	18
Dental Plan	50
Designation of Classifications	20
Direct Deposit	45
Discharge, Suspension and Discipline	12
- Warnings	12

- Discharge Procedure	13
- Crossing of Picket Lines During Strike	13
- Job Stewards - Role	13
Discharge Procedure	13
Discrimination	7
Doctor's medical note	30
Employee Benefits	50
- Pensions	
- Medical Insurance	
- Group Life Insurance	
- Basic Plan	
- Optional Plan	
- Cost	
- Supplementation of Compensation Award	
- Coverage	
Employee and Family Assistance Plan	53
Employee Indemnification	57
Employment During Pregnancy	39
Employment Deemed to be Continuous	41
Family Illness	36
Footwear Allowance, Safety	47
General Conditions	57
- Employee Indemnification	57
General Leave	36
Grievance Procedure	10
- Step 1	10
- Step 2	10

- Step 3	11
- Step 4	11
Group Life Insurance	51
- Basic Plan	
- Optional Plan	
- Cost	
Harassment, Sexual	48
Holidays, Statutory	26
Hours of Work	20
Hours of Work - Rest Periods	23
Hours of Work - Letter of Understanding	82
Hours of Work - RCMP Employees	94
Hours of Work - RCMP S/B Operators, 911 Operator and Guards	82
Increment - 95%	44
Indemnification, Employee	57
Job Classification and Reclassification	48
Job Classifications	61
Job Evaluation Plan Exclusions	68
Joint Job Evaluation - Maintenance Agreement	78
Joint Job Evaluation - Maintenance Procedure	76
Job Postings	15
Jury Duty	36
Labour Management Committee	9
Labour Management Relations	9
Layoffs and Recall	18
- Definition of Lay Off	
- Role of Seniority in Lay Off	

- Advance Notice of Lay Off
- Recall Procedure
- No New Employees
- Designation of Classification

Lead Hand Rates 43

Leave of Absence 34

- Paid Union Business
- Unpaid Union Business
- Leave for Union Members
- Bereavement Leave
- Family Illness
- Jury Duty
- General Leave
- Promotion to Management Position
- Pregnancy Leave
- Employment during Pregnancy
- Parental Leave
- Exceptions During Vacation

Letter of Understanding -

Sch "A" - Outside Workers 70

Sch "B" - Inside Workers 73

Sch "C" - Seasonal Workers 75

Letter of Understanding - Joint Job Evaluations

- Maintenance Procedures 76

Letter of Understanding - Contracting Out 81

Letter of Understanding - Hours of Work

- RCMP S/B Operators, 911 Operators and Guards 82

Letter of Understanding - Beban Merger 111

Letter of Understanding - Temporary and Seasonal 86

Assignments

Letter of Understanding - Rotational Shift - Bylaw Enforcement Officers	87
Letter of Understanding - Bylaw Enforcement Officers - Commercial Transport	89
Letter of Understanding - Statutory Holidays - Parks, Recreation and Culture	92
Letter of Understanding - Shift Premium - Caretakers	93
Letter of Understanding - Reintegration of Injured Workers	108
Letter of Understanding - Hours of Work - RCMP Employees	94
Letter of Understanding - Shift Work - Data Records Clerk (RCMP)	85
Letter of Understanding - Nanaimo Aquatic and Leisure Centre	95
Letter of Understanding - Food Services - Nanaimo Aquatic & Leisure Centre	97
Letter of Understanding - Aquatic Facility Staffing	98
Letter of Understanding - Accumulated Vacation Pay - Part Time Employees	101
Letter of Understanding - Contracting Out Issues	104
Letter of Understanding - Utilities Division - Operator in Training	102
Life Insurance	51
Life Insurance, Optional	51
Long Term Disability	53
Maintenance Agreement Job Evaluation Program - Procedures	76
Management Rights - Not Discriminatory	6
Meal Allowance - Overtime	42

Medical Benefit Coverage	50
Medical Insurance	50
Memorandum of Agreement - Beban Merger	111
Memorandum of Agreement - Reintegration of Injured Workers	108
New Employees	8
- Copies of Agreement	8
No Discrimination	7
No New Employees	20
Optional Life Insurance	51
Overtime	25
Overtime - Accumulated	26
Overtime Meal Allowance	42
Pagers	46
Paid Union Business	34
Parental Leave	39
Pay for Clothing	55
Payment of Wages and Allowances	42
Pension	50
Pregnancy Leave	37
Postings	15
Posting - Temporary Vacancies	18
Probationary Employees - Definition	4
Probationary Employees - Seniority	14
Probationary Period	4
Promotion to Management Position	37
Promotions and Staff Changes	15
- Job Postings	15
- Acting Pay	17
- Trial Period	17

- Request for Alternate Employment	18
- Temporary Vacancies	18
Rates for Leadhand	43
Recalls and Layoffs	18
Recall Procedure	19
Recognition and Negotiations	
- Bargaining Unit	6
Reintegration of Injured Workers -	
Memorandum of Agreement	108
- Representatives	108
- Consultation	109
- Confidentiality	109
- Application	109
- Assessment	110
- Postings	110
Request for Alternate Employment	18
Resolutions and Reports of the Employer	9
Rest Periods	23
Restrictions on Contracting Out	56
Retirement - Sick Leave Gratuity	30
Rotational Shift - Bylaw Enforcement Officers	87
Safety and Health	55
- Union - Employer Safety Committee	
- Safety Measures	
- Pay for Clothing	
- Safety and Health Reports, Records and Data	
Safety Footwear Allowance	47
Schedule "A" & "B"	44

Schedule "C"	44
Seniority	14
- Seniority Defined	
- Seniority List	
- Probationary Employees	
- Layoff	
- Rights	
Seniority in Lay Off - role of	18
Sexual Harassment	48
Shift Premium - Caretakers	93
Shift Work	26
Shift Work - Letter of Understanding - Data Records Clerk (RCMP)	85
Sick Leave Abuse	31
Sick Leave Gratuity on Retirement	31
Sick Leave Pay in a substitution position	32
Sick Leave Provisions	30
Sick Leave Provisions - Temporary Employees	30
Sick Leave Bank	33
Sick Leave Bank allotment	32
- Long Term Disability Plan	33
Sick Leave Bank Contributions	32
Safety Measures	55
Snow Plowing Allowance	47
Staff Changes and Promotions	15
Standby Allowance	46
Statutory Holidays	27
Statutory Holidays - Rate of Pay	27
Statutory Holidays - In lieu of	28
Statutory Holidays - Parks, Recreation and Culture	92
Subrogation Rights	46

Substitution Pay	44
Supplementation of Compensation Award	52
Suspension and Discipline, Discharge	12
Temporary Vacancies - posting	18
Temporary and Seasonal Assignments - Letter of Understanding	86
Temporary/Seasonal Employees - Definition	4
Temporary Employees - 2300 hrs	16
Term of Agreement	58
- Effective Date	
- Agreement to Continue in Force	
Tool Allowance	47
Trial Period	17
Union - Employer Safety Committee	54
Union Business - Paid	34
Union Business - Unpaid	34
Union Members - Leave	35
Union Dues - Check-off of	7
Union Security	7
Vacancies, Temporary	18
Vacation	28
Vacation - Selection of Periods	29
Vacation - Call back to work	25
Vacation Carry Over	28
Vacation - Pro-rated - Sick Leave Bank	33
Vision Care	50
Wage Schedule by classification	61
Wage Schedule "A" and "B"	44
Wage Schedule "C" (Seasonal & Casual)	44

Wages and Allowances, Payment of	42
- Call Out Pay	42
- Cemetery Work Bonus	42
- Overtime Meal Allowance	42
- Rates for Lead Hand	43
- Wages Schedule A & B	44
- Wage Schedule C (Seasonal and Casual)	44
- Substitution Pay	44
- Direct Deposit	45
- Subrogation Rights	46
- Standby Allowance	46
Warnings	12
Workers Compensation Injuries	52