

**COLLECTIVE AGREEMENT**

between the

**REGIONAL DISTRICT OF NANAIMO**



and the

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 401**



**January 1, 2018 to December 31, 2020**



## TABLE OF CONTENTS

<b>1. PREAMBLE</b> .....	<b>1</b>
<b>2. MANAGEMENT RIGHTS</b> .....	<b>1</b>
<b>3. RECOGNITION AND NEGOTIATIONS</b> .....	<b>1</b>
3.01 BARGAINING UNIT.....	1
3.02 DEFINITIONS .....	2
a) <i>Permanent Employees</i> .....	2
b) <i>Temporary Employees</i> .....	2
c) <i>Casual Employees</i> .....	2
d) <i>Auxiliary Employees</i> .....	2
e) <i>Definition of Calendar Month</i> .....	3
<b>4. NO DISCRIMINATION</b> .....	<b>3</b>
<b>5. UNION MEMBERSHIP REQUIREMENT</b> .....	<b>3</b>
<b>6. CHECK OFF OF UNION DUES</b> .....	<b>3</b>
<b>7. INTRODUCTION OF NEW EMPLOYEES</b> .....	<b>3</b>
7.01 NEW EMPLOYEES .....	3
7.02 COPIES OF AGREEMENT.....	3
<b>8. CORRESPONDENCE</b> .....	<b>4</b>
<b>9. LABOUR MANAGEMENT COMMITTEE</b> .....	<b>4</b>
<b>10. LABOUR MANAGEMENT BARGAINING RELATIONS</b> .....	<b>4</b>
<b>11. RESOLUTIONS AND REPORTS OF THE EMPLOYER</b> .....	<b>4</b>
<b>12. GRIEVANCE PROCEDURE</b> .....	<b>5</b>
<b>13. ARBITRATION</b> .....	<b>6</b>
<b>14. DISCHARGE, SUSPENSION AND DISCIPLINE</b> .....	<b>6</b>
14.01 DISCHARGE PROCEDURE.....	6
14.02 SUSPENSION OR DISCHARGE .....	6
14.03 WARNINGS.....	6
14.04 RIGHT TO HAVE STEWARD PRESENT .....	7
14.05 CROSSING A PICKET LINE DURING STRIKE .....	7
<b>15. SENIORITY</b> .....	<b>7</b>
15.01 SENIORITY DEFINED.....	7
15.02 SENIORITY LIST .....	7
15.03 PROBATIONARY EMPLOYEES.....	7
15.04 LOSS OF SENIORITY.....	8
15.05 TEMPORARY/AUXILIARY/CASUAL EMPLOYEES .....	8
15.06 CALCULATION OF SENIORITY DATE .....	9
<b>16. PROMOTIONS AND STAFF CHANGES</b> .....	<b>10</b>
16.01 JOB POSTINGS .....	10
16.02 PROMOTIONS, TRANSFERS AND VACANCIES .....	10
16.03 TRIAL PERIOD.....	10
16.04 REQUEST FOR ALTERNATE EMPLOYMENT.....	11
16.05 TEMPORARY VACANCIES .....	11
16.06 ACTING POSITION .....	11

<b>17.</b>	<b>LAY OFFS AND RECALLS .....</b>	<b>11</b>
17.01	DEFINITION OF LAY OFF .....	11
17.02	ROLE OF SENIORITY IN LAY OFFS .....	11
17.03	ADVANCE NOTICE OF LAY OFF.....	12
17.04	RECALL PROCEDURES.....	12
17.05	NO NEW EMPLOYEES .....	12
17.06	APPLICATION OF LAY OFF .....	12
<b>18.</b>	<b>HOURS OF WORK .....</b>	<b>12</b>
a)	<i>Schedule A</i> .....	12
b)	<i>Schedule B</i> .....	12
c)	<i>Transit</i> .....	13
d)	<i>Recreation and Parks</i> .....	14
e)	<i>Training</i> .....	15
f)	<i>Solid Waste</i> .....	15
<b>19.</b>	<b>OVERTIME AND PREMIUM PAY.....</b>	<b>16</b>
19.01	GENERAL.....	16
19.02	BANKED OVERTIME .....	16
19.03	UPGRADING.....	17
19.04	CALL-OUT PAY .....	17
19.05	RECALL FROM VACATION.....	17
19.06	STATUTORY HOLIDAYS .....	17
19.07	TRANSIT.....	18
19.08	PUBLIC WORKS .....	18
19.09	RECREATION AND PARKS .....	18
19.10	LEADHAND .....	19
19.11	PROVINCIAL EMERGENCY PROGRAM.....	19
<b>20.</b>	<b>N/A .....</b>	<b>19</b>
<b>21.</b>	<b>HOLIDAYS.....</b>	<b>19</b>
21.01	STATUTORY HOLIDAYS .....	19
21.02	DAYS IN LIEU.....	19
<b>22.</b>	<b>VACATIONS .....</b>	<b>20</b>
22.01	VACATION ENTITLEMENT.....	20
22.02	ANNUAL VACATION.....	20
22.03	CONTINUOUS SERVICE .....	20
22.04	VACATION PREFERENCE .....	20
22.05	VACATION PERIODS.....	21
22.06	REST DAYS PRECEDING/FOLLOWING VACATION.....	21
22.07	BANKED VACATION .....	21
22.08	RECOVERY OF OVERPAYMENTS.....	21
<b>23.</b>	<b>SICK LEAVE PROVISIONS.....</b>	<b>21</b>
23.01	ENTITLEMENT.....	21
23.02	APPLICATION .....	21
23.03	COMPENSABLE SICK LEAVE .....	22
23.04	MEDICAL LEAVE .....	22
23.05	SICK LEAVE BANK.....	23
23.06	PAYMENT OF UNUSED SICK LEAVE UPON RETIREMENT .....	23
<b>24.</b>	<b>LEAVE OF ABSENCE .....</b>	<b>24</b>
24.01	FOR UNION BUSINESS.....	24
24.02	LEAVE FOR UNION MEMBERS.....	24

24.03	UNION CONVENTIONS .....	24
24.04	BEREAVEMENT LEAVE .....	24
24.05	MATERNITY LEAVE .....	24
24.06	UNPAID LEAVE .....	26
24.07	DEPENDENT ILLNESS.....	26
<b>25.</b>	<b>PAYMENT OF WAGES .....</b>	<b>26</b>
25.01	PAY CHEQUES/DIRECT DEPOSIT.....	26
25.02	PAY STATEMENTS .....	27
25.03	DUTIES OUTSIDE CLASSIFICATION.....	27
25.04	WAGE SCHEDULE.....	27
25.05	JURY OR WITNESS PAY.....	27
25.06	UNION LEAVE REIMBURSEMENT .....	27
25.07	NEW EMPLOYEE RATE .....	27
<b>26.</b>	<b>HARASSMENT AND DISCRIMINATION .....</b>	<b>28</b>
<b>27.</b>	<b>JOB CLASSIFICATION AND RECLASSIFICATION .....</b>	<b>28</b>
27.01	JOB DESCRIPTIONS .....	28
27.02	CHANGES IN CLASSIFICATION.....	28
<b>28.</b>	<b>EMPLOYEE BENEFIT PLANS.....</b>	<b>28</b>
28.01	MUNICIPAL PENSION PLAN.....	28
28.02	PENSION BENEFIT .....	29
28.03	BASIC MEDICAL COVERAGE.....	29
28.04	EXTENDED HEALTH CARE COVERAGE .....	29
28.05	DENTAL PLAN .....	29
28.06	BASIC LIFE AND AD&D INSURANCE COVERAGE .....	30
28.07	OPTIONAL LIFE AND AD&D COVERAGE .....	30
28.08	LONG TERM DISABILITY.....	30
28.09	EMPLOYEE ASSISTANCE PROGRAM.....	30
<b>29.</b>	<b>SAFETY, HEALTH AND SPECIAL PROVISIONS .....</b>	<b>31</b>
29.01	HEALTH AND SAFETY COMMITTEE .....	31
29.02	HARDEX LENSES.....	31
29.03	TRANSIT SERVICE DEPARTMENT GRAVEYARD SHIFTS.....	31
29.04	DRIVER MEDICAL EXAMINATIONS .....	31
29.05	UNIFORMS .....	31
29.06	METRIC TOOLS.....	31
29.07	BUS PASSES.....	31
29.08	COST OF LEGAL PROCEEDINGS.....	31
29.09	TRAINING DEVELOPMENT ASSISTANCE .....	32
29.10	PERSONAL VEHICLE MILEAGE .....	32
29.11	IDENTIFICATION CREDENTIALS .....	32
29.12	SAFETY FOOTWEAR .....	32
29.13	MEAL ALLOWANCE .....	32
29.14	TOOL ALLOWANCE .....	33
29.15	HEPATITIS INOCULATION .....	33
29.16	SWIMWEAR ALLOWANCE .....	33
29.17	FIRST AID ATTENDANT .....	33
29.18	CERTIFICATIONS, MEMBERSHIPS, LICENSES, AND TICKETS .....	33
29.19	CELL PHONES AND MOBILE COMMUNICATIONS DEVICES.....	34
<b>30.</b>	<b>TECHNOLOGICAL CHANGE.....</b>	<b>34</b>
<b>31.</b>	<b>JOB SECURITY .....</b>	<b>34</b>
31.01	CONTRACTING OUT.....	34

31.02	USE OF TAXIS FOR HANDYDART.....	34
31.03	USE OF TAXIS FOR HANDYDART.....	34
<b>32.</b>	<b>VIDEO SURVEILLANCE/GPS.....</b>	<b>35</b>
<b>33.</b>	<b>N/A .....</b>	<b>35</b>
<b>34.</b>	<b>N/A .....</b>	<b>35</b>
<b>35.</b>	<b>PRESENT CONDITIONS AND BENEFITS .....</b>	<b>35</b>
35.01	PRESENT CONDITIONS TO CONTINUE .....	35
35.02	AMALGAMATION .....	35
<b>36.</b>	<b>N/A .....</b>	<b>36</b>
<b>37.</b>	<b>GENERAL .....</b>	<b>36</b>
<b>38.</b>	<b>TERM OF AGREEMENT.....</b>	<b>36</b>
<b>MEMORANDUM OF AGREEMENT .....</b>		<b>37</b>
RE:	SUNDAY TRANSIT WORK .....	37
RE:	TRANSIT SCHEDULING COMMITTEE.....	38
RE:	ARTICLE 19.03 – UPGRADING.....	40
RE:	SICK LEAVE BANK CRITERIA .....	41
RE:	8.03 VARIATIONS IN HOURS OF WORK .....	43
RE:	RECREATION AND PARKS .....	44
RE:	TRANSIT SCHEDULE BLENDING OF SIX (6) AND EIGHT (8) HOUR SHIFTS.....	45
RE:	JOINT TRANSPORTATION SERVICES POOL .....	46
<b>LETTER OF COMMITMENT .....</b>		<b>48</b>
RE:	EARNED DAYS OFF (EDO) POLICY.....	48
<b>MEMORANDUM OF AGREEMENT .....</b>		<b>49</b>
RE:	PARKS OPERATIONS COORDINATOR POSITION AND PARKS TECHNICIAN POSITION.....	49
<b>LETTER OF COMMITMENT .....</b>		<b>50</b>
RE:	INCREASE TO PERMANENT FULL TIME EMPLOYEES IN THE TRANSIT SERVICE AREA.....	50
<b>MEMORANDUM OF AGREEMENT .....</b>		<b>51</b>
RE:	APPROPRIATE FOOTWEAR REIMBURSEMENT .....	51
RE:	CLASSIFICATIONS NO LONGER UTILIZED.....	52
<b>SCHEDULE ‘A’ .....</b>		<b>53</b>
40 HOURS PER WEEK CLASSIFICATIONS: .....		53
<b>SCHEDULE ‘B’ .....</b>		<b>54</b>
35 HOURS PER WEEK CLASSIFICATIONS: .....		54
<b>SCHEDULE ‘C’ .....</b>		<b>55</b>
RATES OF PAY.....		55
<b>RECREATION AND PARKS .....</b>		<b>58</b>
RATES OF PAY.....		58

This Agreement is in effect from January 01, 2018 to December 31, 2020

between the

**REGIONAL DISTRICT OF NANAIMO** (hereinafter called the "Employer")

OF THE FIRST PART

and the

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401** (hereinafter called the "Union")

OF THE SECOND PART

## 1. PREAMBLE

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

- To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union;
- To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions;
- To encourage efficiency in operation;
- 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 matters pertaining to the working conditions of the employees be drawn up in an Agreement;

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

## 2. MANAGEMENT RIGHTS

The Union recognizes that it is the function of the Employer to exercise the regular and the customary function of management and to direct the working forces of the Employer, subject to the terms of this Agreement. The question of whether one of these rights is limited by this Agreement may be decided through the Grievance Procedure.

## 3. RECOGNITION AND NEGOTIATIONS

### 3.01 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 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.

### **3.02 DEFINITIONS**

#### **a) Permanent Employees**

A Permanent employee shall be one hired to fill a foreseeable permanent position either on a regular or part time basis and shall be considered to be on a probationary basis as provided in Article 15.03, at which time, having fulfilled the duties of this position satisfactorily, shall be considered a permanent employee.

##### **(i) Permanent Full Time Employees**

Permanent Full Time Employees are entitled to all benefits of this Agreement except for those specifically excluded during probation. Employee benefits as set out in Article 28 shall become effective on the first day of the first full calendar month of employment.

##### **(ii) Permanent Part Time Employees**

Permanent Part Time Employees are those regularly working a normal week consisting of less than a Permanent Full Time Employee. Employees will be eligible for employee benefits as set out in Article 28 and shall become effective on the first day of the first full month of employment.

#### **b) Temporary Employees**

Temporary Employees are those who are employed for a specific assignment of less than twelve (12) months continuous employment or for such longer period as may be agreed to by the Parties to this Agreement. Employees will receive twelve point four percent (12.4%) in lieu of benefits including vacation and statutory holidays but not including sick leave entitlement.

#### **c) Casual Employees**

Casual Employees are those employed on an as required basis to cover extra work, including but not limited to vacation relief, sick leave absences, banked time absences or similar circumstances, or for specific assignments that are expected to be less than three (3) months in duration.

Casual employees will not accumulate seniority nor will they be eligible for benefits, but they will receive payment of nine percent (9%) in lieu of all benefits, including vacation and statutory holidays.

#### **d) Auxiliary Employees**

Auxiliary Employees are Casual Employees who, as of April 1 of any year, have worked at least one thousand forty (1040) hours as Schedule 'A' employees or nine hundred ten (910) hours as Schedule 'B' employees in the previous twelve (12) months. Auxiliary Employees will not accumulate seniority nor will they be eligible for benefits, but they will receive payment of twelve point four percent (12.4%) in lieu of all benefits. In order to maintain Auxiliary Employee status, Casual Employees must continue to work 1040 hours as Schedule 'A' employees or 910 hours as Schedule 'B' employees in the twelve (12) month period prior to April 1st of each year.



**e) Definition of Calendar Month**

One calendar month shall be defined as the period extending from the initial date of the identified period to the immediately preceding date one (1) calendar month later.

**4. NO DISCRIMINATION**

The Union, the Employer, their officers, agents and members hereby agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any person in the matter of hiring, wage rates, training, upgrading, promotion, transfer, demotion, lay off, recall, discipline, classification, or discharge by reason of age, race, creed, colour, national origin, religion, political affiliation, sexual orientation, sex or marital status, nor by reason of membership in any labour or management organization.

**5. UNION MEMBERSHIP REQUIREMENT**

**5.01** The Employer agrees that, as a condition of employment all employees shall be required to become and remain members in good standing of the Union;

**5.02** In the event that an employee fails to comply with the provisions of this Article 5 – Union Membership Requirement – the Employer shall forthwith terminate their employment.

**6. CHECK OFF OF UNION DUES**

Deductions shall be made from the first pay period of the month, or bi-weekly where applicable, and shall be forwarded in PDF format to the Union not later than five (5) days following the payroll date, accompanied by a complete list of all employees from whose wages the deductions have been made, 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 parties agree that the official copy of all correspondence shall be the PDF copy.

**7. INTRODUCTION OF NEW EMPLOYEES**

**7.01 NEW EMPLOYEES**

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.

**7.02 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 Corporate Services or designate of the Regional District of Nanaimo and the President and the 1st Vice-President of the Union with a copy sent to the 2nd Vice-President of the Regional District of Nanaimo unit. All correspondence shall be forwarded in PDF format.

## **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 BARGAINING 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 Regional District employee.

When either of the Parties of the Bargaining Committee wishes to call a meeting of the Committee, the Director of Corporate Services of the Employer 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 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.

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## 12. GRIEVANCE PROCEDURE

Any difference arising between the Parties shall be resolved without work stoppage in the following manner:

### Informal Discussion

The employee may first discuss the allegation at issue with the immediate supervisor or elect to pursue the issue through the grievance procedure set out at Step 1 below.

### **STEP 1**

The employee and the Job Steward shall first discuss the grievance with the immediate supervisor, within five (5) work days of becoming aware of the alleged grievance to seek to settle the grievance. If the matter is not resolved, it may be referred to the Step 2 within five (5) work days of its submission to the supervisor.

### **STEP 2**

The grievance shall be reduced to writing, signed by the employee and/or Job Steward and shall be presented to the HR Department. Within five (5) work days of receipt of the written grievance, the HR Department shall contact the Union to set up a Step 2 meeting. The Manager (in consultation with the General Manager) shall present a written reply within fifteen (15) work days following the meeting. Failing a satisfactory settlement at Step 2, the grievance may be referred to Step 3 within a further five (5) work days of the written reply.

### **STEP 3**

The grievance will be submitted to the Administrator or designate. Within five (5) work days of receipt of the written grievance, the HR Department shall contact the Union to set up a Step 3 meeting. The Administrator or designate shall present a written reply within fifteen (15) work days following the meeting. If the grievance is not satisfactorily resolved at this level, or it is not withdrawn, the dispute shall be submitted to arbitration, in accordance with Article 13, within a further ten (10) work days.

The parties agree that all timelines in Article 12, Grievance Procedure, may be extended by mutual agreement.

## **13. ARBITRATION**

**13.01** Should the Employer and the Union fail to settle any difference, grievance, or dispute whatsoever, arising between the Employer and the Union, or the employees concerned, such difference, grievance or dispute, but excluding re-negotiation of the Agreement, shall at the instance of either Party, be referred to the arbitration, determination and award of an Arbitration Board of three (3) members, or, if mutually agreed, a sole arbitrator. Where a three (3) member board is selected, one (1) member is to be appointed by the Employer, one (1) by the Union and the third, who shall be Chairperson of the Arbitration Board, by the two (2) thus appointed.

If the Parties fail to agree on the appointment of a sole arbitrator, or, if the two (2) appointees fail to agree on a Chairperson within two (2) weeks after either Party has given notice to the other requiring that such appointment be made, the appointment shall be made by the Ministry responsible for Labour for the Province of British Columbia, upon the application of either Party.

The decision of the said Arbitrator, or any two (2) members of a Board, made in writing in regard to any difference or differences, shall be final and binding upon the Employer, the Union and the employees concerned.

## **14. DISCHARGE, SUSPENSION AND DISCIPLINE**

### **14.01 DISCHARGE PROCEDURE**

An employee who has completed their probationary period as a permanent employee may be dismissed, but only for just and reasonable cause.

### **14.02 SUSPENSION OR DISCHARGE**

Employees suspended or discharged shall have the right within seven (7) work days of the disciplinary action to initiate a grievance at Step 3 of the grievance procedure.

### **14.03 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) work days of the Employer becoming aware of the alleged offence, 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 of the Regional District of Nanaimo unit. Warning and discipline letters shall be removed from an employee's file after a period of thirty-six (36) months, provided the employee has been discipline free for the period set out above. Suspensions will form a permanent part of the employee's record.

#### **14.04 RIGHT TO HAVE STEWARD PRESENT**

An employee shall have the right to have a Steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact a Steward to be present at the interview.

#### **14.05 CROSSING A PICKET LINE DURING STRIKE**

No employee shall be required to cross a picket line except to provide emergency service for the protection of persons or property.

### **15. SENIORITY**

#### **15.01 SENIORITY DEFINED**

Seniority is defined as the length of service in the Bargaining Unit, or as provided for on the Seniority List subject to Article 15.05. Seniority shall operate on a bargaining unit wide basis.

Seniority will be the determining factor in the selection of:

- a) Sign up for Transit work;
- b) Overtime;
- c) Vacation sign up, subject to Article 22;
- d) Bumping rights, subject to Article 17.

The determination of days off shall be on a rotation basis.

#### **15.02 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 posted on the premises and a copy of same shall be sent to the Union in January and July of each year.

#### **15.03 PROBATIONARY EMPLOYEES**

- a) Newly hired employees shall be considered on a probationary basis for a period of ninety (90) days actually worked from the date of hiring. The probationary period may be extended by mutual agreement.
- b) In order to extend the probationary period the following conditions will apply:
  - (i) A meeting will be held at least seven (7) working days prior to the extension effective day between the probationary employee, the Supervisor and the Job Steward.
  - (ii) The request shall be made in writing to the Union with a copy to the employee stating the reasons for the request.
  - (iii) The Union shall investigate further if necessary, and shall respond in writing within five (5) working days of the request.

- c) The probationary period shall be for the purpose of determining a person's suitability for permanent employment in that position in which the person is placed in a probationary capacity. The employment of such employees may be terminated during the probationary period for reasonable work related reasons.
- d) During the probationary period, employees shall be entitled to all rights and privileges of the Agreement, except with respect to discharge. Probationary employees dismissed or suspended for alleged cause shall have the right within seven (7) work days after the date of dismissal or suspension to initiate a grievance at Step 3 of the grievance procedure.
- e) Upon completion of the probationary period, the initial date of employment shall be the anniversary date of the employee for the purpose of determining seniority, subject to Article 15.05.

#### **15.04 LOSS OF SENIORITY**

An employee shall not lose seniority rights if they are absent from work because of sickness, accident, lay off, or leave of absence approved by the Employer.

An employee shall only lose seniority in the event the employee:

- a) is discharged for just cause and is not reinstated;
- b) resigns;
- c) is absent from work in excess of five (5) working days without notifying the Employer, unless such notice was not reasonably possible;
- d) fails to return to work within seven (7) calendar days following a lay off and after having been notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to provide the Employer with a current address;
- e) is laid off for a period longer than eighteen (18) months.

#### **15.05 TEMPORARY/AUXILIARY/CASUAL EMPLOYEES**

- a) Temporary/Auxiliary/Casual employees within their job classifications shall be given preference for calls to work in order of their hours worked, subject to their suitability to perform the duties required.

Auxiliary and Casual employees who do not work for a period of eighteen (18) consecutive months, shall be removed from the call list and will be deemed to have terminated their employment.

- b) An up-to-date list of the hours worked by Temporary/Auxiliary/Casual employees shall be posted on the premises and a copy of same shall be sent to the Union in January and July of each year.
- c) When a temporary, auxiliary or casual employee is off due to a work safe injury, maternity, parental leave or a recognized disability under the Human Rights Code, the employee will be credited from the date that the leave commenced, with the hours of the employee on the call out list below the absent employee, who had worked the most hours during the applicable period.



## **16. PROMOTIONS AND STAFF CHANGES**

### **16.01 JOB POSTINGS**

- a) Where a vacancy occurs or a new position of a permanent nature is created, notice thereof, outlining the position and grade, shall be posted in all departments of the Employer for seven (7) calendar days prior to an appointment being made. Except where the Employer decides not to fill a vacant position, such vacancy shall be posted within one (1) month. Where no appointment is made from within the Employer's staff, the position may then be advertised. When vacancies occur, postings shall be made within seven (7) calendar days. Job postings are to contain: location of the position, closing date, nature of position, qualifications, wage rate or range and number of positions vacant.
- b) The Employer further agrees that before applications are considered for any such vacancy or position, applications from permanent employees of the Employer shall first be considered.

### **16.02 PROMOTIONS, TRANSFERS AND VACANCIES**

In making promotions, transfers or filling vacancies, the skill, knowledge and ability of the employees concerned shall be the primary consideration. Qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner. Where such qualifications for the position applied for are relatively equal, seniority shall be the determining factor. Unsuccessful applicants shall be notified in writing of the reasons for not being selected and of the requirements needed for advancement.

### **16.03 TRIAL PERIOD**

- a) Employees promoted or awarded new positions shall be given two (2) calendar months 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 unable or unwilling to continue to perform the duties of the new job classification, 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 rearrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority. Extension of a trial period shall be subject to the provisions of Article 15.03(b).
- b) Employees bumping into new positions as a result of lay off shall be given a two (2) calendar month trial period in which to prove satisfactory. In the event that the employee proves unsatisfactory in the position during the trial period, they shall have the right to bump down or laterally (based upon the original laid off position) into another position.



#### **16.04 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 their normal duties.

#### **16.05 TEMPORARY VACANCIES**

The Parties agree that it is beneficial for employees to have opportunities to fill temporary vacancies in order to provide the employee with additional training and experience, financial compensation or a period of change in their employment.

Therefore:

When filling temporary vacancies exceeding three (3) months duration, the Employer will seriously consider applications from permanent employees where operational requirements permit. Where a permanent employee is assigned to a temporary position, they shall be returned to their former position upon completion of the temporary term. Notice of such vacancies shall be by bulletin board. Resulting vacancies shall be filled at the Employer's discretion.

Permanent employees filling a temporary position shall continue to accrue seniority and other benefits.

#### **16.06 ACTING POSITION**

If no applicant is appointed to a vacant position in accordance with Article 16.02, then consideration for promotion may be given at the discretion of the Employer to applicants who do not possess the required qualifications. Such appointments 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.

### **17. LAY OFFS AND RECALLS**

#### **17.01 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 of a permanent employee.

#### **17.02 ROLE OF SENIORITY IN LAY OFFS**

Both Parties recognize that job security shall increase in proportion to 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. In no event shall a permanent part time employee bump a permanent full time employee. 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.

### **17.03 ADVANCE NOTICE OF LAY OFF**

Unless legislation is more favorable 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.

### **17.04 RECALL PROCEDURES**

Employees shall be recalled in the order of their seniority, if qualified to perform the available work.

### **17.05 NO NEW EMPLOYEES**

New employees shall not be hired until those laid off have been given an opportunity of recall as per clause 17.04 above.

### **17.06 APPLICATION OF LAY OFF**

The provisions of Article 17 shall only apply in respect of any employee for a period of eighteen (18) months following the date of lay off.

## **18. HOURS OF WORK**

**18.01** Unless otherwise provided for in this Agreement, the following hours of work shall apply:

### **a) Schedule A**

- (i) The work week for Schedule A employees except Transportation Services employees shall consist of five (5) consecutive eight (8) hour working days within a seven (7) day work period.
- (ii) A normal work week for Transportation Services employees under Schedule A shall consist of five (5) normal working days of eight (8) hours each.
- (iii) The work schedule for the Wastewater (NPCC and FCPC) Chief Operators, Utilities Chief Operator and the Utilities Technician 3 will be day shift, Monday to Friday inclusive.
- (iv) Part time, temporary or casual employees may work less than eight (8) hours per day or five (5) days per week.

### **b) Schedule B**

- (i) A normal working day for Schedule B employees shall consist of seven (7) consecutive hours, exclusive of the lunch period, between the hours of 8:00 a.m. and 5:00 p.m., Monday to Friday inclusive.
- (ii) Part time, temporary or casual employees may work less than seven (7) hours per day or five (5) days per week.

**c) Transit**

- (i) Transit Department employees, other than Schedule B employees, shall have eight (8) hours guaranteed wages subject to the Memorandum of Agreement re. Scheduling Review Committee.
- (ii) A normal working day for Transit Department employees other than Schedule B employees, which is spread over a longer period than nine (9) hours shall be considered to be a split shift and no such split shift shall exceed twelve (12) hours.

The Parties agree that split shifts may be necessary but are undesirable for employees. Therefore, the Employer shall make every effort to limit the use of split shifts.

The Employer will make every reasonable effort to track split shifts. Pursuant to Memorandum of Agreement re Nanaimo Regional District Scheduling Review Committee, split shifts will be reviewed at each meeting. The Committee will consider cost neutral and/or other innovative solutions in an effort to address split shift issues raised for discussion.

- (iii) Twenty (20) minutes at straight time allowance shall be allowed each day for report and travel allowance.

This allowance applies only to regularly scheduled runs and Transit service and does not apply to part time runs and Transit service. Drivers on charter work and other Transit service are to be paid from the time they leave the transit garage until the time they return.

- (iv) Transit drivers required to do service work or other work will be allowed fifteen minutes for clean-up prior to resuming regular transit driving duties.
- (v) Transit driving duties for scheduled transit runs will be signed for at least every four (4) months. Only those persons on their regularly scheduled day off or on vacation, or who have completed their shift for the day and have left the premises, will be entitled to a twenty-four (24) hour sign up period. If an employee is scheduled to sign up for a new Transit run and they will be on vacation, the employee must leave the Employer (or Job Steward) three (3) choices of their preferred scheduled weekday and/or weekend transit runs as well as their choice of day/off block. In the event all three choices are gone, the Employer and Job Steward will assign the employee to the work which most closely resembles their previous run(s). 'Bump ups' shall be placed on the spare board daily and signed for in order of seniority. Such sign ups shall occur before 4:00 p.m. on the day preceding. Driving work may be removed from the spare board and converted to regular transit driving shifts. Any new transit driving shift created between sign ups requires a completely new sign up for all regular transit shifts. Drivers who sign up for vacation periods shall take such vacation work in blocks. All sign ups shall take place on the Employer's premises.
- (vi) Extra driving work and excluding normal overtime and normal Sunday work, shall be placed on a separate spare board as required and signed for in the following order by qualified Transportation Services employees in the Transit Department:

1. Permanent full-time employees (unless overtime incurred);
2. Permanent part-time employees;
3. Temporary/casual employees;
4. Full-time employees within HandyDART (unless overtime incurred);
5. Part-time employees within HandyDART;
6. Temporary/casual employees within HandyDART.

In the event no employee is available to perform such work without incurring overtime, then such work shall be assigned as overtime on the basis of seniority in the following order:

1. Available overtime as a HandyDART Driver:
  - a. HandyDART Drivers
  - b. HandyDART Dispatchers
  - c. Transit Drivers/Transit Dispatchers (in the order of seniority)
2. Available overtime as a HandyDART Dispatcher:
  - a. HandyDART Dispatchers
  - b. HandyDART Drivers
  - c. Transit Dispatchers/Transit Drivers (in the order of seniority)
3. Available overtime as a Transit Driver:
  - a. Transit Drivers
  - b. Transit Dispatchers
  - c. HandyDART Drivers/HandyDART dispatchers (in the order of seniority)
4. Available overtime as a Transit Dispatcher:
  - a. Transit Dispatchers
  - b. Transit Drivers
  - c. HandyDART dispatchers/HandyDART drivers (in the order of seniority)

Such sign ups shall occur before 4:00 p.m. on the day preceding.

- (vii) Reasonable recovery time shall be provided to transit bus operators. Recovery time shall be defined as the time allowed for make-up of time lost on route, transfers, transfer setting, and scroll changes.

A reasonable recovery time will be ten percent (10%).

The Employer will make every reasonable effort to track recovery time. Pursuant to Memorandum of Agreement re Nanaimo Regional District Scheduling Review Committee, recovery time will be reviewed at each meeting. The Committee will consider cost neutral and/or other innovative solutions in an effort to address recovery time issues raised for discussion.

- (viii) As a substitute for meal breaks, transit driving shifts shall incorporate a minimum twenty-six (26) minute guarantee of layover time at the end of specified runs. The paid break will be calculated from the scheduled time the bus ends its route and the scheduled time the next scheduled route begins.

**d) Recreation and Parks**

- (i) The work day shall vary seasonally or as required due to the nature of the work.
- (ii) Employees may be required to work a non-standard work day or work week with total hours not exceeding eighty (80) hours per two (2) week period and within terms of the Employment Standards Act.
- (iii) Lifeguard/Instructors and Aquatic Team Leaders may be required to work a two (2) hour minimum for internal staff training purposes only.
- (iv) School students, as defined under the School Act, can be scheduled to work for a minimum of two (2) hours on school days.
- (v) Extra Work that requires additional coverage shall be offered to employees on a site specific basis, by seniority, in the following order:
  1. Qualified permanent full-time employees at the same Recreation and Parks facility (unless overtime incurred);
  2. Qualified permanent part-time employees at the same Recreation and Parks facility (unless overtime incurred);
  3. Qualified permanent part-time employees at the second Recreation and Parks facility (unless overtime incurred);
  4. Qualified casual/auxiliary/temporary employees (unless overtime incurred).

Extra work shall be defined as including holiday relief, sick leave coverage, banked time or similar circumstances where additional coverage is required.

In the event no employee is available to perform such work without incurring overtime, then such work shall be offered as overtime on the basis of seniority. In the event that this option is also exhausted, the qualified employee with the least seniority will be assigned to perform the work required.

**e) Training**

Casual employees requiring training and/or instruction may be utilized for less than four (4) hours with a two (2) hour minimum for such training and/or instruction.

Notwithstanding the above, the Employer, through the application of this article, shall not circumvent any other provision contained in the Collective Agreement.

**f) Solid Waste**

Extra work that requires additional coverage shall be offered to employees on a site specific basis, by seniority, in the following order:

1. Qualified permanent full-time employees at the same facility (unless overtime incurred);
2. Qualified permanent part-time employees at the same facility;
3. Qualified permanent part-time employees at the second facility;
4. Qualified casual/auxiliary/temporary employees.

Extra work shall be defined as including holiday relief, sick leave coverage, banked time or similar circumstances where additional coverage is required.

- 18.02** The Employer shall arrange that during each working shift there shall be two (2) ten (10) minute rest periods for all employees but not in addition to Article 35.01 of this Agreement.

Notwithstanding the above, where operational requirements permit, Transit bus operators shall not be required to work more than three hours without at least a ten (10) minute paid break. The scheduling of rest periods shall be subject to review by the Scheduling Review Committee.

- 18.03** The Employer will consider variations in the hours of work as set forth in this Article, subject to mutual agreement by the Parties pursuant to Memorandum of Agreement attached.

## **19. OVERTIME AND PREMIUM PAY**

### **19.01 GENERAL**

- a) Time and a half (1.5x) shall be paid for work performed as follows:
  - (i) All work performed by employees in excess of a normal working day or a normal work week as established by this contract.
- b) Double time (2x) shall be paid for work performed as follows:
  - (i) Sunday work not included in a regularly scheduled normal work week;
  - (ii) Work performed on all Statutory Holidays;
  - (iii) Hours worked in excess of an eleven (11) hour split shift;
  - (iv) All hours worked in excess of three (3) hours overtime.
- c) All employees working between the hours of 6:00 p.m. and midnight shall be paid a premium of fifty (\$0.50) cents per hour and between midnight and 6:00 a.m. shall be paid a premium of seventy-five (\$0.75) cents per hour. Payment shall be in five (5) minute increments.
- d) Where a Sunday is included in a regularly scheduled work week, employees working on Sundays shall be paid a premium of sixty cents (\$0.60) per hour. It is understood and agreed by the Parties that this provision shall apply only to services offered by the District as of January 1, 1992.

### **19.02 BANKED OVERTIME**

Union personnel will be allowed to accumulate up to a maximum of one hundred twenty (120) hours overtime from January 1 to December 31 of any year.

No time off will be allowed in lieu of overtime unless approval is obtained from the Departmental Manager or designate.

All unused banked overtime will be allowed to carry forward to the end of March of the following year and, if not used, will be paid out at the rate earned.

### **19.03 UPGRADING**

When an employee is required by the Employer to perform the duties of any Union 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 more than one half (1/2) of a scheduled shift at a higher classification, they will receive the higher rate for the shift.

No employee shall suffer a reduction in their normal rate of pay due to performing duties of a lesser responsibility.

Upgrading opportunities shall be assigned to the senior employee within the same department or facility provided that, in the opinion of the Employer, the senior employee has the skill, knowledge and ability to perform the higher level work.

### **19.04 CALL-OUT PAY**

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.

The four (4) hour minimum does not apply to employees who have received prior notice while on shift that they will be called back. Upon return to work such employees will be compensated for a minimum of two (2) hours at their applicable overtime rate.

### **19.05 RECALL FROM VACATION**

- a) In the event an employee is called back from annual vacation for emergency duty, the employee shall be paid at the rate of double time (2x) for the number of days worked and shall also be entitled to receive the unused number of days of annual vacation remaining to their credit when the employee was recalled for duty.
- b) If an employee is called back from annual vacation for emergency duty for only one (1) day or part of any week of their annual vacation, they will be permitted to work the balance of that week and shall be paid double time (2x) for the number of days worked.

The employee shall also be entitled to receive the unused number of days of annual vacation remaining to their credit when the employee was called back for emergency duty.

### **19.06 STATUTORY HOLIDAYS**

Statutory Holidays falling on a weekend will be dealt with in accordance with Regional District of Nanaimo policy.

### **19.07 TRANSIT**

Premium allowances for shift work shall be paid as follows:

- a) Split shift premium pay shall be paid for any run not being completed within nine (9) hours of the commencement of work. Premium allowance shall be paid at the rate of fifty (50) cents per fifteen (15) minute period in addition to regular pay for normal work hours.
- b) Report time per Article 18.01 (c)(iii) will be paid over and above the eight (8) hour guarantee provided that it cannot be absorbed in the guaranteed eight (8) hours wages provided for in Article 18.01 (c)(i).

### **19.08 PUBLIC WORKS**

- a) Wastewater Treatment

Shift Bonus .....To be paid on eight (8) hours

Evening Shift .....Seven and a half (7½) hours and fifteen cents (\$0.15) per hour

- b) Pager Bonus

Employees may be assigned the responsibility of responding to emergency calls for essential services. Pagers will be provided for this purpose and will be assigned to the designated employee for a period of seven (7) days. For each working day the pager is carried, the designated employee will be paid an additional two (2) hours at the employee's classified rate of pay and for each non-working day an additional three (3) hours at the employee's classified rate of pay.

- c) Solid Waste Disposal Site

For the periods during which the compactor is not available for use on the site and a track vehicle or an open cab vehicle is required to be used as a replacement, a premium of one dollar (\$1.00) per hour shall be paid for the operation of the track vehicle.

### **19.09 RECREATION AND PARKS**

- a) 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 (2x) rates being paid.
- b) Lifeguard/Instructor schedules at Ravensong shall be posted two (2) weeks in advance of a one (1) week period and will not be changed without the agreement of the employees.
- c) Premium pay of one dollar (\$1.00) per hour will be paid to employees for time worked instructing Aquafit classes.



**19.10 LEADHAND**

Where in the judgment of the Employer a Leadhand is required at a specific worksite, a Leadhand will be assigned. Employees appointed to a Leadhand position will be paid at the hourly rate of the next highest pay band during the period of the assignment. Assignment length will be at the discretion of the Employer.

It is not the intention of the Employer through the appointment of a Leadhand to interfere with or to compromise any application of any other article contained in this Collective Agreement.

**19.11 PROVINCIAL EMERGENCY PROGRAM**

Where an employee works overtime and/or is called out to deal with situations where the Employer is able to recover the overtime and/or callout costs from the Provincial Emergency Program, the overtime and/or callout shall be paid out and will not be eligible to be banked as time off in lieu.

**20. N/A****21. HOLIDAYS****21.01 STATUTORY HOLIDAYS**

All employees shall, in addition to such special holidays as may be declared from time to time by the Federal or Provincial Governments, be entitled to the following Statutory Holidays with pay:

New Year's Day	B.C. Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

**21.02 DAYS IN LIEU**

When an employee is entitled to a day off in lieu of a Statutory Holiday, as a result of the 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.

When an employee is required to work on a Statutory Holiday, the employee shall be paid at the applicable overtime rates as established in Article 19.01 and shall also be entitled to an additional working day off with pay which may be banked to be taken at a later mutually agreed upon date.

## **22. VACATIONS**

### **22.01 VACATION ENTITLEMENT**

Except as hereinafter provided, the provisions of the "Employment Standards Act" shall apply for the purpose of annual vacation under this Agreement.

Vacation entitlement shall be based on a calendar year, in accordance with the provisions of Clause 22.02 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 will be encouraged to use their entitlement in the current year, to be scheduled during mutually agreed time periods. If vacation credits are carried over to a subsequent year, they will be paid when taken at the classified rate for the year in which they were earned.

### **22.02 ANNUAL VACATION**

All permanent employees shall receive annual vacation as follows:

On completion of one year	3 weeks 6%
On completion of five years	4 weeks 8%
On completion of fourteen years	5 weeks 10%
On completion of twenty years	6 weeks 12%
On completion of twenty-five years	7 weeks 14%
	Whichever is greater

### **22.03 CONTINUOUS SERVICE**

Continuous service shall be as per the Seniority List posted pursuant to Article 15.02 of this Agreement.

### **22.04 VACATION PREFERENCE**

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<sup>th</sup> for vacation to be taken prior to September 30<sup>th</sup>, and by July 31<sup>st</sup> for vacation to be taken between September 30<sup>th</sup> and March 15<sup>th</sup> of the following year. With respect to the Transit Department only, selection of vacation periods shall be completed by March 31<sup>st</sup> using the following formula:

The number of Transit employees shall be divided by five (5). The most senior group of employees shall post their vacation selection five (5) weeks prior to March 31<sup>st</sup> followed by the next most senior group four (4) weeks prior and so on.

Once employees have selected their vacation periods, authorized vacation shall not be changed to Banked Time.

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**22.05 VACATION PERIODS**

Employees may elect to take vacation during separate periods, rather than during one (1) unbroken period, provided the periods are a minimum of one (1) 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 (1) week, but in no case shall any such period be less than one half ( $\frac{1}{2}$ ) of the employee's normal shift.

**22.06 REST DAYS PRECEDING/FOLLOWING VACATION**

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.

**22.07 BANKED VACATION**

Employees will have the option of being able to bank up to one (1) week per year of their annual vacation time to a maximum of three (3) weeks. Banked vacation time must be taken in time off and shall not be paid out in cash.

**22.08 RECOVERY OF OVERPAYMENTS**

On termination of employment, any overpayment owing to the Employer will be deducted from the employee's final pay; and without limiting the generality of the foregoing, such deductions may include wages, payments in advance for WorkSafeBC claims, vacation, travel expenses, training costs and benefit premiums owing.

**23. SICK LEAVE PROVISIONS****23.01 ENTITLEMENT**

Subject to the provisions of Article 23.05 sick leave credits with pay shall be granted on the basis of one and one-half ( $1\frac{1}{2}$ ) work days per month, cumulative up to one hundred and twenty (120) work days.

Sick Leave entitlement for Permanent Part Time and Temporary Employees will be pro-rated based on the number of hours worked.

**23.02 APPLICATION**

- a) Sick leave with pay is only payable because of sickness, and employees who are absent from duty because of sickness may be requested to prove sickness to the satisfaction of the Employer. An employee who fails to comply with this regulation upon request shall be considered as having left the employ of the Employer.
- b) Employees will notify the Employer as promptly as possible of any absence from duty because of sickness, and employees will be expected to notify the Employer prior to their return.

- c) Except as provided below, the rate paid on sick leave shall be the employee's classified rate of pay for the time scheduled to work.

In the event that an employee becomes ill while working in a temporary or substitute 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. This rate shall apply only for the duration of the period that the employee would have worked in the temporary position.

### **23.03 COMPENSABLE SICK LEAVE**

- a) Sick leave pay shall be paid for the three (3) days or less not covered by the Workers' Compensation Act, when the employee has accumulated sick leave credits.
- b) Employees with accumulated sick leave to their credit shall turn over, or cause to be turned over, to the Employer, any monies paid or payable to them by WorkSafeBC, and upon so doing will receive full pay up to the value of the accumulated sick leave.

In such cases there will be a deduction from the accumulated sick leave of the percentage by which WorkSafeBC does not recompense the Employer. If there is no credit of sick leave, employees will retain their WorkSafeBC cheques.

- c) Sick leave may be applied for to cover a medical appointment which, as the result of an accident, is necessary and is covered by WorkSafeBC.
- d) Employees qualifying for WorkSafeBC coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period. During the first thirty-six (36) months of the compensable period, benefits provided to the employee under Article 28 of the Collective Agreement will continue to be provided under the current cost sharing arrangement. Following the expiration of the thirty-six (36) month period, employees on compensable sick leave will be responsible for one hundred percent (100%) of the cost of benefits.
- e) The Employer will reimburse employees for the cost of any medical notes an employee may be required to provide.

### **23.04 MEDICAL LEAVE**

Employees who are off because of sickness or accident shall, at the expiration of sick leave, be continued on the payroll under the heading of "Leave of Absence Without Pay" for a period of not less than twenty (20) work days. If no written report is received by the Employer within the twenty (20) work days from such an employee, explaining the condition, the employee will be removed from the payroll. Further Leave of Absence periods without pay may be granted upon written request. These written requests will be acknowledged in writing.

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**23.05 SICK LEAVE BANK**

The Parties have agreed to the establishment of a sick leave bank which shall provide for the following:

- a) Commencing January 1, 1979 each employee contributed one quarter ( $\frac{1}{4}$ ) day per month from sick leave entitlement for the purpose of establishing a sick leave bank. Contributions were made to the bank until a maximum of two hundred (200) days was accumulated. Further contributions to a maximum of one (1) day per year of the annual sick leave per employee to replenish the bank shall be initiated on an annual basis. Prior to the above being implemented, at the end of the calendar year the Employer will use sick leaves in excess of seventy-five (75) work days accumulation to top up the sick leave bank from employees who have one hundred twenty (120) days in their personal sick leave bank.
- b) Applications for allotment from the bank shall be subject to approval by a joint committee of the Employer and the Union. No application shall be approved for allotment until all other benefits, excluding vacation entitlement, but including Employment Insurance Act benefits have been exhausted.

In the event the Committee does not reach agreement, the request shall be forwarded to the Administrator, Union President and a third member agreed to by the Parties, for resolution.

- c) The Committee may approve up to fifty (50) days per illness or injury. In the event the illness or injury absence exceeds fifty (50) days, the employee may reapply.

**23.06 PAYMENT OF UNUSED SICK LEAVE UPON RETIREMENT**

- a) The Employer will provide for the payment of unused or accumulated sick leave upon the retirement of any regular employee subject to the following conditions:
  - (i) Total payment not to exceed sixty (60) days accumulation.
  - (ii) The amount is payable only upon retirement or death, not upon voluntary severance or dismissal for cause.
  - (iii) In the event of the death of an employee, unused sick leave credits shall be paid to the surviving spouse or dependent children.
- b) In the application of this clause, vacation pay entitlement will not apply to unused sick leave payouts upon retirement.

## **24. LEAVE OF ABSENCE**

### **24.01 FOR UNION BUSINESS**

Representatives of the Union shall be permitted leave, at a mutually convenient time, in order to carry on negotiations with the Employer, or with respect to a grievance, and they shall suffer no loss of pay for the time so spent.

### **24.02 LEAVE FOR UNION MEMBERS**

Any employee who is elected or selected for a full time position with the Union or anybody 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 year. Such leave may be renewed each year during the employee's term of office.

### **24.03 UNION CONVENTIONS**

Leave of Absence shall be granted without pay by the Employer to a maximum of two (2) employees elected or appointed to represent the Union at Union conventions and Leave of Absence may be granted without pay to additional employees.

### **24.04 BEREAVEMENT LEAVE**

All employees coming within the scope of this Agreement shall be entitled to a maximum of five (5) paid working days compassionate leave in the event of life threatening illness or death in their immediate family. An employee will be provided with additional unpaid days off in the event of a life threatening illness or a death in the immediate family.

Immediate family defined as the father, mother, brothers, sisters, step-brothers, step-sisters, brothers-in-law, sisters-in-law, spouse, common-law-spouse (as defined in the Family Relations Act), children, step-children, in-law parents, grandparents, grandchildren and current step-parents of an employee.

### **24.05 MATERNITY LEAVE**

A request for maternity leave must be supported by a Certificate of a Medical Practitioner. Where the premium costs of benefits are shared, the employee may elect to continue to pay her share. Upon return from maternity leave, the employee shall be reinstated in her former position or in a comparable position with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.

Where a Doctor's Certificate is provided stating that a longer period of maternity leave is required for health reasons, an extension up to a maximum of one (1) additional year shall be allowed. General leave may be granted where additional leave is required because of the health of the newborn child.

## Employment During Pregnancy

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

## Parental Leave

1. An employee who requests parental leave under this section is entitled to,
  - a) For a birth mother who takes pregnancy leave 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 unless the Employer and employee agree otherwise,
  - b) for a birth mother who does not take pregnancy leave 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 that 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.
  - d) An employee's combined entitlement to leave under this Section and Pregnancy Leave Section is limited to fifty-two (52) weeks plus any additional leave the employee is entitled to under the Employment Standards Act, Section 50(3) or Subsection (2) of this Section.

In the event that the provisions of Article 24.05 (b) – Parental Leave are in contravention of the parental leave requirements of the BC Employment Standards Act, the provisions of the Employment Standards Act will apply.

## **24.06 UNPAID LEAVE**

Leave of absence without pay may be granted to employees for good and sufficient cause upon written application to the Employer. Leave of absence without pay requests must be received by the Employer at least twenty-four (24) hours in advance of the leave, if possible. If approved, unpaid leave will be granted in no less than four (4) hour increments, unless operational requirements allow otherwise or unless the Employer is not required to pay a replacement worker a four (4) hour minimum.

## **24.07 DEPENDENT ILLNESS**

In the case of illness of a dependent child, spouse or parent under the care of a permanent employee, when no one at the employee's home can provide for the needs of the ill dependent, an employee after notifying their manager, shall be entitled to use a maximum of five (5) accumulated sick leave days per annum to care for their dependent child, spouse or parent and/or to make alternate arrangements for care.

Employees who have sick time hours accrued from years prior to the existing year may access that accrual for an additional five (5) days per annum for dependent illness provided there is a portion of the accrued sick time reserved for personal use. The accrued sick time that must be reserved for personal use is one (1) day per month of employment to a maximum of seventy-five (75) days.

Notwithstanding this clause or the Memorandum of Agreement re: Sick Leave Bank Criteria, an employee's entitlement for Dependent Illness shall not exceed fifteen (15) days in any calendar year.

The parties agree that should this clause affect the Employment Insurance Premium Reduction, they will meet to discuss how to correct this.

## **25. PAYMENT OF WAGES**

### **25.01 PAY CHEQUES/DIRECT DEPOSIT**

Until December 31, 1996, employees shall be paid every second Friday; however, where an employee:

- a) will be absent on Friday;
- b) works an afternoon shift on the Thursday preceding regular pay day; or
- c) works a graveyard shift preceding;

the Employer will, to the degree practicable, attempt to make the employee's pay cheque available the preceding day. All new employees shall be paid every second Friday and shall have the option to be paid by a direct deposit payroll system.

All current employees shall be paid every second Friday and may, at the employee's option, be paid by a direct deposit payroll system no later than 7:00 a.m. on the pay-day. Employees shall be provided with a complete statement on the same day. Employees shall be entitled to deposit into one or two accounts at one or two banks or credit Unions of their choice.



**25.02 PAY STATEMENTS**

The hours of work and rates of pay for all hourly paid employees during a pay period shall be shown on a pay statement at the completion of that pay period.

**25.03 DUTIES OUTSIDE CLASSIFICATION**

When any employee is sent to perform duties contracted for by the Employer, the employee shall be paid the Union wage in classification.

**25.04 WAGE SCHEDULE**

The hourly wage rates set out in Schedule 'C' attached hereto and forming part of this Agreement are basic rates. The Employer may, solely at its own discretion, when making a new appointment or a promotion make allowances for special ability or previous experience by fixing the starting salary at any step of the particular classification in which the appointment is being made.

The Employer may also make such increases to hourly wage rates as it deems necessary without affecting basic rates, to reward special merit, fitness or ability.

**25.05 JURY OR WITNESS PAY**

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

**25.06 UNION LEAVE REIMBURSEMENT**

Where the Union reimburses the Employer for wages paid to an employee away on Union business, the Union shall also pay an amount equal to twenty-eight (28%) of the employee's rate of pay in lieu of the actual cost of health and welfare benefits.

**25.07 NEW EMPLOYEE RATE**

New employees being awarded to permanent positions shall receive ninety-five percent (95%) of the classified hourly rate during the probationary period.

Casual/temporary employees shall receive ninety-five (95%) of the classified hourly rate for positions identified in Schedules 'A' and 'B' during the first four (4) calendar months of employment with the Regional District of Nanaimo.

Classifications listed under Recreation and Parks Schedule 'C' are excluded from this article.

## **26. HARASSMENT AND DISCRIMINATION**

All employees have the right to work in an atmosphere which promotes equal opportunity and prohibits discriminatory practices. To that end the Parties agree to follow the Regional District of Nanaimo Respectful Workplace Policy dated November 1, 2013. In order to ensure enforcement of the policy throughout the workforce the Union will be provided with a copy of the policy and the policy will be posted throughout the Regional District facilities.

In addition to the provisions of the policy, the following shall apply:

1. The Employer shall ensure that the Union is informed regarding the complaint and the progress and conclusion of the investigation.
2. In the event the complainant is not comfortable reporting the alleged complaint to the Department Manager or Director of Corporate Services, he/she may report the allegation to an alternate member of management or a Union representative.
3. The parties shall ensure that complainants are not subject to reprisals due to filing a complaint.

## **27. JOB CLASSIFICATION AND RECLASSIFICATION**

### **27.01 JOB DESCRIPTIONS**

- a) The Employer will prepare and submit to the Union a job description for all present classifications and for any new classification developed during the term of this Agreement.
- b) The Employer will also prepare and submit to the Union a report showing members' names, job titles, seniority dates and rates of pay.

### **27.02 CHANGES IN CLASSIFICATION**

When the duties or volume of work in any classification are changed or increased, or where the employee feels that they are unfairly or incorrectly classified, or when any position not covered by Schedules "A" or "B" is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the Parties are unable to agree on the rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

## **28. EMPLOYEE BENEFIT PLANS**

### **28.01 MUNICIPAL PENSION PLAN**

The monthly contributions to the Municipal Pension Plan shall be shared by the Employer and the employees covered in compliance with the provisions of the "Pension (Municipal) Act". The Pension Plan will apply only from the time that the Plan is instituted and will not be retroactive.

**28.02 PENSION BENEFIT**

Upon an employee's retirement, the Employer shall continue Employee Benefit Plans pursuant to Article 28 at the applicable cost share from the date of retirement to the commencement of Pension Benefits for a maximum of two (2) months, provided the employee can provide proof that an application has been submitted to the Pension Corporation for retirement benefits thirty (30) days prior to retirement.

**28.03 BASIC MEDICAL COVERAGE**

Permanent employees and their eligible dependents (including spouses) shall be covered under the Medical Services Plan of B.C. (MSP). The Employer shall pay one hundred percent (100%) of the monthly premium.

Enrollment in the plan is mandatory for all permanent employees who are not members, or dependents of members, of another approved medical plan.

**28.04 EXTENDED HEALTH CARE COVERAGE**

The Employer shall maintain an Extended Health Care (EHB) Plan. Monthly premium payments to the plan shall be one hundred percent (100%) Employer paid. The Plan shall include Pharmacy Cards, coverage for oral contraceptives and a "Vision Care" package which shall provide \$400 towards the purchase of glasses or to put towards the cost of Corrective Eye Surgery per twenty-four (24) month period per family member. The Employer shall retain the Employment Insurance Premium Reduction Rebate.

Enrollment in the plan is mandatory for all permanent employees who are not members, or dependents of members, of another approved extended health care plan.

The Plan will reimburse drug expenses based on mandatory generic pricing; except in cases where the employee's physician provides confirmation that there is no generic substitution for the prescribed medication.

The coverage provided by the current plan will be revised as follows:

- Vision care - \$500/2 years
- Eye examinations - \$100/2 years
- Chiropractor, Massage Therapist, Physiotherapist, Psychologist - \$550
- Orthodontic coverage – up to \$4,000

**28.05 DENTAL PLAN**

The Employer shall maintain a Dental Plan. Monthly premium payments to the plan shall be paid one hundred percent (100%) by the Employer. The Plan shall include white fillings for all teeth.

Enrollment in the plan is mandatory for all permanent employees who are not members, or dependents of members, of another approved dental plan.

## **28.06 BASIC LIFE AND AD&D INSURANCE COVERAGE**

The Employer and the Union shall maintain a Basic Life Insurance Plan and Basic Accidental Death and Dismemberment (AD&D) Insurance Plan:

- a) The coverage of the Basic Life Insurance Plan for permanent employees shall be equal to \$100,000.00. The Employer shall pay one hundred percent (100%) of the monthly premium.
- b) The coverage of the Basic AD&D Insurance Plan for permanent employees shall be equal to \$100,000.00. The Employer shall pay one hundred percent (100%) of the monthly premium.
- c) Within a period of thirty-one (31) calendar days following termination of employment (including retirement), permanent employees may exercise the conversion privilege as offered by the insurance carrier without medical evidence of insurability.

## **28.07 OPTIONAL LIFE AND AD&D COVERAGE**

Eligible employees may elect to purchase additional benefits under the Optional Life Plan and/or Optional AD&D Insurance Plan in amounts as established by the Employer and as provided for under these Plans. The employee shall pay one hundred percent (100%) of the monthly premium to these Plans.

## **28.08 LONG TERM DISABILITY**

The Employer shall maintain a Long Term Disability (LTD) Plan. The terms and conditions of the Plan shall be mutually agreed between the Parties. Monthly premium payments to the Plan shall be paid through payroll deduction and shared 50% by the Employer and the employee.

Enrollment in the Plan shall be mandatory for all permanent employees. Employees on Long Term Disability will have the option of having their benefits continue at the current cost sharing arrangement for a period of up to two years.

The Employer shall increase the gross pay received by permanent employees by the amount of their 50% share of the LTD premium, after which the Employer shall deduct 100% of the cost of LTD premiums from Employees' pay.

If Revenue Canada does not permit this approach, the standard formula shall apply.

## **28.09 EMPLOYEE ASSISTANCE PROGRAM**

The cost of the Employee Assistance Program (EAP) shall be shared seventy percent (70%) by the Employer and thirty percent (30%) by the Union. Further, any changes to the plan shall be by mutual agreement of the Parties.

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## **29. SAFETY, HEALTH AND SPECIAL PROVISIONS**

### **29.01 HEALTH AND SAFETY COMMITTEE**

The "Occupational Health and Safety Regulations" as prescribed by WorkSafeBC shall apply and a Safety Committee shall be established and maintained in accordance with the said regulations. The Committee shall meet as required.

### **29.02 HARDEX LENSES**

The additional cost of hardex lenses will be borne by the Employer in the case of any employee required to wear hardex lenses by WorkSafeBC.

### **29.03 TRANSIT SERVICE DEPARTMENT GRAVEYARD SHIFTS**

There shall be not less than two (2) employees on duty on all graveyard shop shifts for the Transit Service Department.

### **29.04 DRIVER MEDICAL EXAMINATIONS**

The Regional District will pay for driver medical examinations as required provided, however, that such examinations cannot be covered under the employees Medical Plan.

### **29.05 UNIFORMS**

The Employer will supply suitable uniforms to Bus Drivers which may be replaced at the discretion of the Transit Manager.

### **29.06 METRIC TOOLS**

When required, the Employer will supply metric tools to replace normal shop tools only.

### **29.07 BUS PASSES**

The Employer will provide to eligible employees in Transportation Services and their immediate family members only, bus passes to allow free transportation on bus vehicles owned and operated by the Nanaimo Regional Transit System as provided in the Transit Bus Pass Policy dated March 20, 2015.

### **29.08 COST OF LEGAL PROCEEDINGS**

If legal proceedings are taken against an employee while engaged in the scope of their employment with the Employer, the employee will be covered under the RDN Indemnification Bylaw.

### **29.09 TRAINING DEVELOPMENT ASSISTANCE**

- a) All employees working in sewage treatment plants are to have an opportunity to receive on the job training for operator's ticket qualification.
- b) When an employee is selected by the Employer to attend a specific course, the Employer shall pay all expenses including the employee's normal salary.
- c) An Employee 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.
- d) The Employer will provide an opportunity for employees to attend education courses, schools, seminars or training when the Employer determines such training as being beneficial to the Employer and employee in the advancement of required skills and knowledge pertaining to the business of the Employer. The Employer will make such determination and in doing so will consider employee past performance and seniority when selecting an employee for attendance at such programs.

### **29.10 PERSONAL VEHICLE MILEAGE**

Any employee required by the Employer to drive a private vehicle in the performance of their duties shall be reimbursed at the rate not less than that prescribed by Board policy for Board members and management personnel.

### **29.11 IDENTIFICATION CREDENTIALS**

All employees who are required in the performance of their duties in the field to deal directly with the public, shall be provided with the appropriate credentials of identification.

### **29.12 SAFETY FOOTWEAR**

When an employee is required to wear safety footwear, the Employer will, upon proof of purchase, reimburse the employee up to three hundred dollars (\$300) per twenty four (24) month period for the cost of CSA approved steel-toed or safety boots.

### **29.13 MEAL ALLOWANCE**

An employee required to work more than two (2) hours overtime contiguous with a regular shift shall be provided with a meal allowance of twenty dollars (\$20.00) by the Employer.

An employee required to work during an emergency call out shall be entitled to a meal allowance of twenty dollars (\$20.00) for each continuous four (4) hour period of work.

**29.14 TOOL ALLOWANCE**

The Employer will pay forty-five cents (\$0.45) per hour to Mechanics or Mechanic Helpers who are required to provide tools as a condition of employment.

**29.15 HEPATITIS INOCULATION**

The Employer will provide and maintain a program, at no cost to the employees, of Hepatitis B inoculations for employees employed at the Landfill and Treatment Plants, Transit and for any other employees deemed to be at risk through contact with the public.

**29.16 SWIMWEAR ALLOWANCE**

When a permanent part-time or full-time employee is required to wear swimwear, the Employer will, upon proof of purchase, reimburse the employee up to one hundred fifteen dollars (\$115.00) per annum for appropriate swimwear.

When a temporary/casual/auxiliary employee is required to wear swimwear, the Employer will, upon proof of purchase, reimburse the employee up to fifty dollars (\$50.00) per annum.

**29.17 FIRST AID ATTENDANT**

- a) Employees who are required by the Employer to hold a First Aid Certificate required by WorkSafeBC will be paid a premium at the following rates:
  - (i) Level 1 First Aid Attendant – twenty-five cents (\$0.25) per hour
  - (ii) Level 2 First Aid Attendant – fifty cents (\$0.50) per hour
- b) This premium will only be paid when the employee is designated to be the site First Aid Attendant and responsible for first aid duties for employees of the Regional District in addition to their normal duties.
- c) The Employer agrees to pay the cost including wages of required courses in order that an employee may maintain any Employer required first aid certification.

**29.18 CERTIFICATIONS, MEMBERSHIPS, LICENSES, AND TICKETS**

The parties acknowledge that there are certain job classifications which require the employee, as condition of employment, to have and maintain one or more certifications, memberships, licenses, or tickets to remain qualified to work in their position.

The tuition, fees or dues for the memberships, certificates, licenses, and tickets required to maintain their qualification shall be paid by the Employer, provided the employee successfully completes the requirements for obtaining/maintaining the certificate, membership or license, as applicable.

### **29.19 CELL PHONES AND MOBILE COMMUNICATIONS DEVICES**

Where the Employer requires an employee to have and use a cell phone or a mobile communications device for work related purposes, the Employer will provide the employee with a cell phone or mobile communications device as required.

## **30. TECHNOLOGICAL CHANGE**

The Board will discuss proposed technological changes with the Union and will give as much notice as possible to employees affected to give them an opportunity to train to operate the new machinery or seek other employment. No regular or probationary employee shall be displaced because of technological changes without having received one week's notice, pay included, for each year of service, with a minimum of four (4) weeks, during which time the employee will be allowed up to five (5) hours a week with pay for the purpose of job interviews.

## **31. JOB SECURITY**

### **31.01 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 cause or prolong the lay off of any permanent employee.

### **31.02 USE OF TAXIS FOR HANDYDART**

The Employer shall not utilize taxis for HandyDART Services unless:

- a) No HandyDART vehicle is available (including the spare vehicle), or
- b) No driver is available, or
- c) Sufficient work is not available to provide a four (4) hour minimum, if a permanent employee is available to work, or sufficient work is not available to provide a two (2) hour minimum if a temporary/casual employee is utilized.

### **31.03 USE OF TAXIS FOR HANDYDART**

Notwithstanding the provisions set out in 31.02 above, the Employer may utilize taxi service to supplement the Regional District's interests in providing HandyDART service in accordance with the following:

- a) When HandyDART Service is requested and cannot be accommodated using a HandyDART bus, a taxi will be dispatched.
- b) When HandyDART Service is requested, and it is deemed by the Dispatcher to be more efficient to dispatch a taxi, a taxi will be dispatched.



It is understood that in the application of this clause, taxi service utilized in any one month period will not exceed ten (10%) of the total HandyDART ridership. This level of ridership will be based on the previous year's total HandyDART ridership.

The Employer agrees to provide the Union with monthly statistical data to support the level of actual HandyDART ridership and taxi utilization.

In the application of this clause, no permanent employee will lose any hours of work they normally receive as a result of the utilization of taxi service. In the case of part-time employees, no employee will receive less than the minimum number of hours of work for which they were hired to perform.

## **32. VIDEO SURVEILLANCE/GPS**

Employees will be made aware of all video surveillance. Employees will be made aware of all Employer vehicles with GPS. The primary purpose of video surveillance monitoring is for the protection of persons and property.

## **33. N/A**

## **34. N/A**

## **35. PRESENT CONDITIONS AND BENEFITS**

### **35.01 PRESENT CONDITIONS TO CONTINUE**

- a) Benefits, privileges and working conditions which employees now enjoy, receive or possess as employees of the Employer, shall continue to be enjoyed and possessed by present and future employees of the Employer and shall continue to be enjoyed and possessed so long as the benefit, privilege and/or working condition is not abused, but may be modified by mutual agreement between the Employer and the Union.
- b) Any new benefits, privileges and working conditions which are beyond the scope of the Collective Agreement and are enjoyed, received or possessed by employees commencing May 26, 1998 or later, but not enjoyed, received or possessed prior to such date, shall not be subject to Article 35.01(a) above.

### **35.02 AMALGAMATION**

In the event of some form of amalgamation between the Regional District and any other Employer, the Employer agrees that:

- a) The seniority rights of the Regional District employees shall be protected at all times;
- b) Work shall be allocated strictly according to seniority and that new employees' seniority shall be established from the date the employee commences work.

**36. N/A**

**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 of the part or Parties hereto so require.

**38. TERM OF AGREEMENT**

**38.01** This Agreement shall be binding and remain in full force and effect from the 1st day of January, 2018 to the 31st day of December, 2020 and shall continue from year to year thereafter, unless either Party exercises its rights to commence collective bargaining as provided for in the Statutes of the Province of British Columbia.

**38.02** All revisions to the Collective Agreement mutually agreed upon shall, unless otherwise specified, apply retroactively to the aforesaid anniversary date.

**38.03** If negotiations extend beyond the anniversary date of the Agreement, both Parties shall adhere fully to the provisions of this Agreement during the period of bona fide collective bargaining.

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

SIGNED for the  
Regional District of Nanaimo

SIGNED for  
the Canadian Union of Public Employees,  
Local 401

\_\_\_\_\_  
Chair

\_\_\_\_\_  
President

\_\_\_\_\_  
General Manager, Corporate Services

\_\_\_\_\_  
2<sup>nd</sup> Vice-President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Memorandum of Agreement**  
between the  
**Regional District of Nanaimo**  
and the  
**Canadian Union of Public Employees**  
**Local 401**

**RE: SUNDAY TRANSIT WORK**

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The Parties agree that the Collective Agreement provides in Article 19.07 b) that Sundays can be scheduled as part of the normal working week. Further, the Employer intends to schedule Sundays as part of the regular schedule commencing on the next expansion of Sunday service. Therefore, the Employer commits to the following:

1. Full discussion of the new schedules with the Transit Scheduling Committee;
2. Serious consideration of the negative aspects of Sunday work and a commitment to minimize any adverse impact where operationally possible;
3. Creation of additional regular full-time positions where possible and operationally required to service the business;
4. The number of shifts of less than eight (8) hours will be minimized. No shifts less than eight (8) hours will be scheduled if they reduce the total number of eight (8) hour shifts to less than nineteen (19) shifts within the system;
5. Effective on the next expansion of Sunday service, the Employer commits that a minimum of six (6) Sunday shifts will be available for signup; the remainder may be scheduled.

SIGNED for the  
Regional District of Nanaimo

SIGNED for  
the Canadian Union of Public Employees,  
Local 401

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Chair

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President

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General Manager, Corporate Services

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2<sup>nd</sup> Vice-President

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Date

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Date

**Memorandum of Agreement**  
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**Regional District of Nanaimo**  
and the  
**Canadian Union of Public Employees**  
**Local 401**

**RE: TRANSIT SCHEDULING COMMITTEE**

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Notwithstanding Article 18.01 c) i., the Parties agree to the following in order to improve transit service:

1. a) The Committee will consist of:
    - Two (2) Transit Job Stewards
    - Driver Representative (elected by the Drivers)
    - Manager of Transportation Services
    - Transportation Supervisor/Coordinator
    - Superintendent of Transit Operations
  - b) The Committee's responsibilities will be to:
    - (i) Examine blueline for connections, timings, and public convenience.
    - (ii) Check for adherence to the existing provisions of the collective agreement.
    - (iii) The Committee will discuss the application respecting the use of Regional Transit buses for special events.
  - c) The Committee will review proposed transit schedules and drivers' paddles prior to final approval in an attempt to maximize eight (8) hour shifts and minimize split shifts. Whenever possible, proposed transit schedules shall be provided to the Committee six (6) weeks in advance of any changes taking place.
  - d) The Committee will make recommendations to the Manager of Transportation Services.
  - e) The Committee shall operate by consensus.
2. The Committee may make recommendations to the Employer for shifts less than eight (8) hours, or other matters. The Union must provide concurrence prior to the implementation of any recommendations which do not conform with the Collective Agreement.
  3. Providing the Employer maximizes the number of eight (8) hour shifts, up to ten (10) new shifts of less than eight (8) hours may be implemented.
  4. No employees on staff as of May 26, 1996 shall be required to work the shorter shifts.
  5. Any changes to the schedule shall come into effect at the next sign-up.
  6. All Transit Scheduling Committee work will be conducted during work time and will be compensated as stipulated in the Collective Agreement.

SIGNED for the  
Regional District of Nanaimo

SIGNED for  
the Canadian Union of Public Employees,  
Local 401

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Chair

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President

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General Manager, Corporate Services

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2<sup>nd</sup> Vice-President

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Date

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Date

**Memorandum of Agreement**  
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**Local 401**

**RE: ARTICLE 19.03 – UPGRADING**

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It is hereby agreed by the Parties that the upgrading provisions contained in Article 19.03 of the Collective Agreement shall not apply when permanent Transit employees classified at a higher pay rate sign up for servicing shifts. Instead, the following provision shall apply:

1. Any permanent employees classified as “Serviceperson Drivers” signing up for a scheduled “Servicing” shift shall be paid at the applicable “Serviceperson” classification pay rate.
2. Any driving duties included in the “Servicing” shift of less than four (4) hours duration shall be paid at the applicable “Serviceperson Driver” rate for a minimum of four (4) hours duration.
3. Any driving duties included in the “Servicing” shift of more than four (4) hours duration shall be paid at the applicable “Serviceperson Driver” rate for the entire eight (8) hour shift.

SIGNED for the  
Regional District of Nanaimo

SIGNED for  
the Canadian Union of Public Employees,  
Local 401

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Chair

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President

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General Manager, Corporate Services

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2<sup>nd</sup> Vice-President

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Date

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Date

**Memorandum of Agreement**  
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and the  
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**Local 401**

**RE: SICK LEAVE BANK CRITERIA**

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As noted in Article 23.05 of the Collective Agreement, the Regional District of Nanaimo and the Canadian Union of Public Employees, Local 401, agreed to establish a sick leave bank. Each permanent Union employee contributes time from their sick leave entitlement until a maximum of two hundred (200) days has been accumulated. When the maximum accumulation has been achieved, further contributions to replenish the bank will be initiated on an annual basis.

The purpose of the sick leave bank is to provide an alternate source of income for permanent employees who are absent from work due to illness or non-compensable injury and who do not have enough personal sick time to cover the absences.

The sick leave bank is considered to be a resource for covering short-term absences only and/or to assist with bridging the waiting period for other benefits they may be eligible for such as LTD or Employment Insurance Sickness Benefits.

a) Requests for Time

In order for a request to be considered by the Sick Leave Bank Committee, the following criteria must be met:

- 1) Applicants must have permanent status as defined in the Collective Agreement.
- 2) If the applicant is a newly hired employee, he/she must have successfully completed their probationary period before being considered for time from the Sick Leave Bank.
- 3) Applicants must submit their requests to the Sick Leave Bank Committee in writing with a doctor's note attached.

b) Review of Requests

When reviewing requests for time from the sick leave bank, the Sick Leave Bank Committee will make decisions on whether or not time will be awarded to an employee based on, but not limited to, the following criteria:

- 1) The steps the employee is taking to assist with his/her recovery and return to work following the physician's direction.
- 2) The employee's usage of personal sick time.
- 3) Previous usage of the sick leave bank by the employee.

c) Number of days to be awarded

For each illness or injury, the number of days an employee may be awarded from the sick leave bank will be based on the following:

- 1) Days will be awarded to permanent part time employees to cover the days they are normally scheduled to work and will be based on the average number of hours they have worked per day over the twelve months prior to the date they applied for time from the sick leave bank.
- 2) Days awarded to permanent full-time employees will cover regular scheduled workdays and will be based on the hours the employee is scheduled to work per shift.
- 3) Days will be awarded to cover absences from work that occur after the employee’s personal sick time and banked time have been exhausted.
- 4) The Committee may consider additional requests for time from the sick leave bank for an illness or injury in situations where an employee is either not eligible for other benefits or where an employee has exhausted all benefits currently available to them and will continue to be off from work. Such requests will not be unreasonably denied.
- 5) Notwithstanding the purpose of the Sick Leave Bank, the Committee will also consider additional requests for up to five (5) days annually from the sick leave bank for employees required to be absent from work to care for a dependent child, spouse or parent who is ill or injured when all other benefits have been exhausted.

SIGNED for the  
Regional District of Nanaimo

SIGNED for  
the Canadian Union of Public Employees,  
Local 401

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Chair

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President

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General Manager, Corporate Services

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2<sup>nd</sup> Vice-President

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Date

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Date



**Memorandum of Agreement**  
between the  
**Regional District of Nanaimo**  
and the  
**Canadian Union of Public Employees**  
**Local 401**

**RE: 8.03 VARIATIONS IN HOURS OF WORK**

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The Employer agrees to seriously consider any proposal regarding variations in work schedules providing the following criteria is met:

- (1) The proposal is made on behalf of a specific department.
- (2) The proposal is mutually beneficial.
- (3) Specific work schedules are contained in the proposal.
- (4) Terms and conditions contained in the Collective Agreement which may be affected shall be addressed in the proposal.
- (5) Either party may opt out of any agreement with reasonable notice, the length of which shall be agreed prior to implementation of the proposal.
- (6) If the Employer denies a request for a variation in the hours of work, the Employer will provide the reasons for the denial.

SIGNED for the  
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SIGNED for  
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Local 401

\_\_\_\_\_  
Chair

\_\_\_\_\_  
President

\_\_\_\_\_  
General Manager, Corporate Services

\_\_\_\_\_  
2<sup>nd</sup> Vice-President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Memorandum of Agreement**  
between the  
**Regional District of Nanaimo**  
and the  
**Canadian Union of Public Employees**  
**Local 401**

**RE: RECREATION AND PARKS**

---

The parties agree to the following for Recreation and Parks Department positions identified below:

1. Progression from Lifeguard/Instructor I to II as follows:
  - (i) Water Safety Instructor, CPR Basic Rescue, National Lifeguard Certification (pool option);
  - (ii) 1000 hours at Ravensong Aquatic Centre, Pool Operator (Level 1), and any one of the following: Lifesaving Instructor, Aquafit Certification (BCRPA Aquafit, CALA Aquafit Instructor), National Lifeguard Service Instructor, Water Safety Instructor Trainer, or First Aid Instructor;
  - (iii) There shall be no loss of accumulated hours unless there is a break in service of greater than four months;
  - (iv) Team Leaders shall be appointed from those lifeguards on duty pursuant to (ii) above.
  
2. A two hour minimum shall apply to the following positions:
  - Head Concessionaire,
  - Concession Worker,
  - Skate Attendant.

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President

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Date

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Date

**Memorandum of Agreement**  
between the  
**Regional District of Nanaimo**  
and the  
**Canadian Union of Public Employees**  
**Local 401**  
**[Article 18 - Hours of Work]**

**RE: TRANSIT SCHEDULE BLENDING OF SIX (6) AND EIGHT (8) HOUR SHIFTS**

It is acknowledged by the Parties that Article 18.01(c)(i) of the Collective Agreement states the Transit Department employees, other than Schedule B employees, shall have eight (8) hours guaranteed wages subject to the “Memorandum of Agreement re. Scheduling Review Committee”.

The Parties further acknowledge that the “Memorandum of Agreement. re. Transit Scheduling Committee” requires the Employer to maximize the number of eight (8) hour shifts, and permits that up to ten (10) new shifts of less than eight (8) hours may be implemented.

The Parties agree that in order to incorporate a rotating day off for up to ten (10) shifts of less than eight (8) hours, two (2) relief shifts of less than eight (8) hours will be required, and the Employer is permitted to blend six (6) hour shifts with eight (8) hour Saturday shifts within a single block.

Unless the total service hours are decreased, the scheduling of shifts of less than eight (8) hours will not reduce the total number of eight hour shifts to fewer than forty-seven (47) shifts from Monday to Friday, and thirty-five (35) shifts on Saturday.

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Date

**Memorandum of Agreement**  
between the  
**Regional District of Nanaimo**  
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**Local 401**

**RE: JOINT TRANSPORTATION SERVICES POOL**

---

Whereas the Transportation Services Department has had issues related to retaining staff due to periods of insufficient hours of work; and

Whereas under the current system employees are promoted to positions based on skills, knowledge, ability and total hours worked; and

Whereas the Employer has been unable to grant some staff leave requests due to insufficient staff to cover open shifts;

Therefore the Employer and the Union agrees that having a jointly trained staff will more favorably allocate hours to staff and makes the system more sustainable;

The following terms will form the basis for a collaboratively developed transportation services staff pool:

1. All casual staff, except those in article 7 below, shall form a part of this pool.
2. All casual staff hired prior to January 1, 2006 shall have a casual start date assigned and will have all rights and privileges of the collective agreement but for the benefits contained in article 28 of the collective agreement.
3. Casual employees hired after January 1, 2006 and any new employee hired under the terms of this Memorandum of Agreement that have completed his/her probationary period of 1040 hours or one year, whichever comes first, under article 15.03, shall have a casual start date assigned and will have all rights and privileges of the collective agreement except for the benefits contained in article 28 of the collective agreement. The probationary period may be extended at the mutual agreement of the Employer and the Union.
4. A casual start date shall be defined as;
  - a. The date that a new casual employee satisfactorily completes their probationary period,
  - b. The date that will be used in determining the distribution of work subject to this agreement, and
  - c. The date used for selection of permanent positions.
5. New staff will be issued casual start dates, though existing staff, that were hired prior to January 1, 2006 will not be “required” to work in the pool, i.e. casual employees hired prior to January 1, 2006 may choose to remain in one department. All other employees are required to work in either department as needed.
6. Staff working within the pool will be called in order of their casual start date for additional shifts;

7. Existing transit casual staff that wish to work in this pool will be trained based upon their casual start date, and based upon skills and ability for HandyDART, at no cost to the employee;
8. Existing HandyDART casual staff that wish to work in this staff pool will be provided with training to enable them to acquire their class two license, at no cost to the employee;
9. It is understood that the Employer has a right to schedule employees and all employees hours of work shall be set as per article 18 of the collective agreement;
10. It is not the intent of this Memorandum of Agreement to withhold or delay the posting or filling of those positions which would normally be considered permanent part time or permanent full time positions.
11. It is understood that casual employees by definition must be available to work when needed by either department.
12. It is understood that any shift worked over six (6) hours will be considered an eight (8) hour shift for the calculation of total hours worked when determining a seniority date for casual employees that are subsequently appointed to a permanent position.
13. Either party may opt out of this agreement with three (3) months' notice.

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General Manager, Corporate Services

\_\_\_\_\_  
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\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Letter of Commitment**  
between the  
**Regional District of Nanaimo**  
and the  
**Canadian Union of Public Employees**  
**Local 401**

February 3, 2011

**RE: EARNED DAYS OFF (EDO) POLICY**

---

The Employer commits to develop an Earned Days Off (EDO) Policy that will apply to Schedule 'B' permanent full time employees whose normal working day consists of seven (7) consecutive hours, exclusive of the lunch period, between the hours of 8:00 am and 5:00 pm, Monday to Friday inclusive.

The policy will endeavour to provide greater work/life balance for employees while enhancing service to the public.

Eligible employees will work one additional hour per week to be banked towards an earned day off. Employees will be required to use earned days off as they are accumulated. Unused earned days off shall not be permitted to be carried forward from one year to the next and will be paid out annually at straight time.

The normal business day for Schedule 'B' full time employees working in RDN facilities is between 8:30 am and 4:30 pm. To accommodate the EDO Policy and to provide enhanced service to the public, the Employer will extend office hours one day per week to 5:30 pm.

It is recognized that in order for the EDO Policy to be implemented, a minimum number of employees within each department must agree to the alternate work schedule as set out above so that extended office hours can be facilitated.

Implementation of the EDO Policy requires approval of the RDN Board. The draft policy will be provided to the Union for its review prior to submission to the Board. The Policy will be reviewed after a specified period of time to evaluate the continuance of the alternate work schedule.

The Employer agrees to develop the EDO Policy for Board approval within six (6) months of the signing of the Collective Agreement.

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Date

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Date

**Memorandum of Agreement**  
between the  
**Regional District of Nanaimo**  
and the  
**Canadian Union of Public Employees**  
**Local 401**

**RE:    PARKS OPERATIONS COORDINATOR POSITION AND PARKS TECHNICIAN POSITION**

---

Whereas both of these classifications will be moved from Schedule B to Schedule A;

On a without prejudice basis, the Parties agree that, the two employees who wish to continue at thirty-five (35) hours per week will be permitted to do so until such time that they no longer occupy their current positions. This applies specifically to Jonathan Lobb who currently holds the position of Parks Operations Coordinator and Dave Wheldon who currently holds the position of Parks Technician.

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Date

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Date

**Letter of Commitment**  
between the  
**Regional District of Nanaimo**  
and the  
**Canadian Union of Public Employees**  
**Local 401**

December 19, 2014

**RE: INCREASE TO PERMANENT FULL TIME EMPLOYEES IN THE TRANSIT SERVICE AREA**

---

In recognition of changes made to the Collective Agreement, which improve efficiencies in providing Sunday Transit service, the Regional District of Nanaimo commits to the following:

1. Increasing the number of permanent full time employees in the Transit Service Area. The Employer will make the following increases to Transit according to the following schedule:
  - Two (2) serviceperson/driver positions within one month of signing the collective agreement;
  - Two (2) serviceperson/driver positions in the year 2015;
  - Two (2) serviceperson/ driver positions in the year 2016;
  - Two (2) serviceperson/driver positions in the year 2017.

Unless there is a decrease in service hours mandated by BC Transit, the increases to staff positions will go forward as scheduled above.

As positions are established, appointments to the positions will be made in accordance with the standard recruitment and selection procedures that are in place.

2. Prior to a new Transit sign up, a meeting with the 2<sup>nd</sup> Vice President will be held to determine the number of temporary positions that should be posted to fill those positions vacant due to Long Term Disability leave.

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Date

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Date



**Memorandum of Agreement**  
between the  
**Regional District of Nanaimo**  
and the  
**Canadian Union of Public Employees**  
**Local 401**

**RE: APPROPRIATE FOOTWEAR REIMBURSEMENT**

---

The Employer and the Union agree to the following with respect to Appropriate Footwear Reimbursement:

The Regional District agrees to reimburse up to \$100 per twenty-four (24) month period the following employees for appropriate footwear:

- Recreation Programmer – Aquatics
- Aquatic Team Leader
- Life Guard/Instructor I
- Life Guard/Instructor II
- GIS Coordinator
- GIS Technician
- Parks and Trails Coordinator
- Parks Assistant
- Parks Operations Coordinator
- Parks Planner
- Parks Technician
- Planner
- Planning Technician
- Senior Planner

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\_\_\_\_\_  
Date

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Date

**Memorandum of Agreement**  
between the  
**Regional District of Nanaimo**  
and the  
**Canadian Union of Public Employees**  
**Local 401**

**RE: CLASSIFICATIONS NO LONGER UTILIZED**

---

The Employer no longer utilizes the following classifications:

<u>Classification</u>	<u>Pay Band</u>
Building/Bylaw Compliance Officer	14
Custom Transit Coordinator	11
Transportation Supervisor	12
Wastewater Supervisor	17

Given that the Employer no longer utilizes the above-noted classifications, the Employer and the Union agree to remove them from the Collective Agreement.

In the event that these classifications are utilized in the future, the Regional District agrees to discuss the matter with the Union prior to implementation.

Any issues that arise shall be resolved pursuant to the Collective Agreement.

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Date

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Date

**Schedule 'A'****40 HOURS PER WEEK CLASSIFICATIONS:****TRANSPORTATION SERVICES**

Bodyshop Person  
 Chief Mechanic  
 HandyDART Driver  
 Mechanic Helper  
 Serviceperson  
 Serviceperson Driver  
 Shop Serviceperson  
 Shop Chargehand  
 Transit Dispatcher Assistant  
 Transit Driver  
 Transit/HandyDART Dispatcher  
 Transit/HandyDART Trainer  
 Transportation Services Mechanic

**SOLID WASTE SERVICES**

Chief Equipment Operator  
 Chief Operator – Equipment and Maintenance  
 Environmental Technician  
 Equipment Operator  
 Facilities Clerk (Cedar)  
 Landfill Attendant  
 Landfill Gas Maintenance Worker  
 Landfill Services Supervisor  
 Scale Attendant  
 Scale Clerk  
 Solid Waste Mechanic  
 Transfer Station Supervisor

**RECREATION and PARKS**

Aquatic Maintenance Worker  
 Aquatic Team Leader  
 Arena Maintenance Worker  
 Chief Facilities Operator  
 Concession Worker  
 Head Concessionaire  
 Lifeguard/Instructor I  
 Lifeguard/Instructor II  
 Parks Operations Coordinator  
 Parks Technician  
 Recreation Receptionist  
 Skate Attendant  
 Skate Shop Attendant

**REGIONAL and COMMUNITY UTILITIES**

Chief Operator - Utilities  
 Chief Operator – Wastewater  
 Laboratory Technician  
 Operator Trainee  
 Operator 1  
 Operator 2  
 Operator 3  
 Senior Operator  
 Utilities Technician Trainee  
 Utilities Technician 1  
 Utilities Technician 2  
 Utilities Technician 3  
 Wastewater Maintenance Operator  
 Regional Landfill Maintenance Worker  
 Transfer Station Maintenance Worker  
 Instrumentation Technician

**ADMINISTRATION**

Custodian  
 Labourer

## **Schedule 'B'**

### **35 HOURS PER WEEK CLASSIFICATIONS:**

#### **ADMINISTRATION/FINANCE**

Accountant  
Accounting Clerk (A/R and A/P)  
Accounting Clerk Assistant  
Administrative Assistant  
Administrative Associate  
Database Systems Coordinator  
Financial Analyst  
GIS Coordinator  
GIS Technician  
Information Services Technologist  
Information Systems Coordinator  
Information Systems Technician  
Payroll Clerk  
Payroll Coordinator  
Receptionist Clerk  
Special Projects Assistant

#### **TRANSPORTATION SERVICES**

Transportation Services Clerk

#### **SOLID WASTE SERVICES**

Solid Waste Planner  
Zero Waste Compliance Officer  
Zero Waste Coordinator

#### **BUILDING INSPECTION and ENFORCEMENT**

Building Inspection Clerk 1  
Building Inspection Clerk 2  
Building Inspection Supervisor  
Building Inspector  
Bylaw Enforcement Officer

#### **Recreation and Parks**

Parks and Trails Coordinator  
Parks Assistant  
Parks Planner  
Program Secretary  
Recreation Program Assistant  
Recreation Programmer  
Senior Program Secretary

#### **REGIONAL and COMMUNITY UTILITIES**

Drinking Water/Watershed Protect. Coord.  
Engineering Technician  
Engineering Technologist  
Special Projects Coordinator  
Wastewater Coordinator

#### **PLANNING**

Board of Variance Secretary  
Planner  
Planning Technician  
Senior Planner  
Sustainability Coordinator

**Schedule 'C'**  
**RATES OF PAY**

<b>Pay Band</b>	<b>Classification</b>	<b>Jan. 1, 2018 2%</b>	<b>Jan. 1, 2019 2%</b>	<b>Jan. 1, 2020 2%</b>
17	Building Inspection Supervisor Senior Planner Sustainability Coordinator	\$44.95	\$45.85	\$46.77
16	Solid Waste Planner Zero Waste Coordinator	\$42.93	\$43.79	\$44.67
15	Accountant Drinking Water/Watershed Protect. Coord. Information Systems Coordinator Parks Planner Parks and Trails Coordinator Planner Wastewater Coordinator	\$41.03	\$41.85	\$42.69
14	Building Inspector Chief Operator – Wastewater Chief Operator – Utilities Engineering Technologist Financial Analyst Parks Operations Coordinator	\$39.61	\$40.40	\$41.21
13	Database Systems Coordinator GIS Coordinator Information Services Technologist	\$38.24	\$39.00	\$39.78
12	Chief Facilities Operator Chief Mechanic Chief Operator – Equip. and Maintenance Landfill Services Supervisor Payroll Coordinator Senior Operator Transfer Station Supervisor	\$36.89	\$37.63	\$38.38

<b>Pay Band</b>	<b>Classification</b>	<b>Jan. 1, 2018 2%</b>	<b>Jan. 1, 2019 2%</b>	<b>Jan. 1, 2020 2%</b>
	Bodyshop Person			
	Bylaw Enforcement Officer			
	Engineering Technician			
	Environmental Technician			
	GIS Technician			
	Information Systems Technician			
	Instrumentation Technician			
	Laboratory Technician			
	Operator 3			
11	Parks Technician	\$35.68	\$36.39	\$37.12
	Planning Technician			
	Recreation Programmer			
	Shop Chargehand			
	Solid Waste Mechanic			
	Special Projects Coordinator			
	Transportation Services Mechanic			
	Utilities Technician 3			
	Wastewater Maintenance Operator			
	Zero Waste Compliance Officer			
	Payroll Clerk			
10	Senior Program Secretary	\$33.90	\$34.58	\$35.27
	Transportation Services Dispatcher			
	Accounting Clerk			
9	Operator 2	\$32.69	\$33.34	\$34.01
	Utilities Technician 2			
	Administrative Associate			
	Chief Equipment Operator			
8	Program Secretary	\$31.58	\$32.21	\$32.85
	Transit Dispatcher Assistant			
	Transit/HandyDART Trainer			
	Administrative Assistant			
	Arena Maintenance Worker			
	Board of Variance Secretary			
7	Building Inspections Clerk 2	\$30.78	\$31.40	\$32.03
	HandyDART Driver			
	Serviceperson Driver			
	Transit Driver			

<b>Pay Band</b>	<b>Classification</b>	<b>Jan. 1, 2018 2%</b>	<b>Jan. 1, 2019 2%</b>	<b>Jan. 1, 2020 2%</b>
6	Aquatic Team Leader			
	Equipment Operator			
	Operator 1	\$30.01	\$30.61	\$31.22
	Regional Landfill Maintenance Worker			
	Utilities Technician 1			
5	Aquatic Maintenance Worker			
	Facilities Clerk			
	Landfill Gas Maintenance Worker			
	Mechanic Helper			
	Receptionist/Clerk	\$29.21	\$29.79	\$30.39
	Scale Clerk			
	Serviceperson			
	Shop Serviceperson			
	Transfer Station Maintenance Worker			
Transportation Services Clerk				
4	Accounting Clerk Assistant			
	Building Inspections Clerk 1	\$28.46	\$29.03	\$29.61
	Recreation Receptionist			
3	Operator Trainee			
	Parks Assistant			
	Recreation Program Assistant	\$27.67	\$28.22	\$28.78
	Scale-Attendant			
	Special Projects Assistant			
Utilities Technician Trainee				
2	Labourer	\$26.88	\$27.42	\$27.97
	Landfill Attendant			
1	Custodian	\$26.11	\$26.63	\$27.16

## Recreation and Parks

### RATES OF PAY

Classification	Jan. 1, 2018	Jan. 1, 2019	Jan. 1, 2020
	2%	2%	2%
Lifeguard/Instructor 2	\$24.60	\$25.09	\$25.59
Head Concessionaire	\$21.98	\$22.42	\$22.87
Lifeguard/Instructor 1	\$20.09	\$20.49	\$20.90
Skate Attendant	\$18.73	\$19.10	\$19.48
Concession Worker	\$17.12	\$17.46	\$17.81



*Subject Index*

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

<b>9</b>	
95% .....	27
<b>A</b>	
Accidental Death and Dismemberment (AD&D) .....	30
Acting Position .....	11
Advance Notice of Lay Off .....	12
Amalgamation .....	35
Arbitration .....	6, 28
Auxiliary Employee .....	2
<b>B</b>	
Bargaining	
Bargaining Committee .....	4
Bargaining Relations .....	4
Bargaining Unit .....	1, 4, 7, 11
Collective Bargaining .....	36
Bereavement Leave .....	24
Bonus	
Pager .....	18
Wastewater .....	18
Bump Ups .....	13
Bumping Rights .....	7, 11
Bus Passes .....	31
<b>C</b>	
Calendar Month	
Definition .....	3
Call Out Pay .....	17
Casual Employees .....	2, 8, 9, 12, 14, 15, 46, 47
Committee	
Bargaining .....	4
Labour Management .....	4
Safety .....	31
Scheduling Review .....	13, 14, 16, 45
Sick Leave Bank .....	23, 41
Transit Scheduling .....	37, 38, 45
Contracting Out .....	34
<b>D</b>	
Days in Lieu .....	19
Dental Plan .....	29
Dependent	
Dental Plan .....	29
Extended Health Care .....	29
Illness .....	26
Medical Services Plan (MSP) .....	29
Sick Leave Bank .....	42
Unused Sick Leave .....	23
Discharge	
During Probation .....	8
Just Cause .....	8
No Discrimination .....	3
Procedure .....	6
Discipline .....	3, 6
Letter .....	6
Discrimination .....	3, 28
Duty	
Absent from .....	21
Change or Increase .....	28
Duties Outside Classification .....	27
Emergency .....	17
<b>E</b>	
Employee Assistance Program (EAP) .....	30
Employment Standards Act .....	15, 20, 25
<b>F</b>	
First Aid	
Attendant .....	33
Certification .....	33
Instructor .....	44
Footwear	
Appropriate .....	51
Safety .....	32
Full Time .....	2, 11, 24, 47, 48, 50
<b>G</b>	
Grievance	
Leave for .....	24
Procedure .....	1, 5, 6, 8
<b>H</b>	
Harassment .....	28
Holidays	
Casual Employees .....	2
In Determining Seniority .....	9
Statutory .....	16, 17, 19
Temporary Employees .....	2
Hours of Work .....	11, 12, 16, 27, 35, 43, 45, 46, 47
<b>J</b>	
Job Classification and Reclassification .....	28
Job Descriptions .....	28
Job Postings .....	10

Job Security.....4, 11, 34  
 Just Cause .....8

**L**

Labour Management  
     Bargaining Relations.....4  
     Committee.....4  
 Lay Off..... 3, 8, 10, 11, 12, 34  
 Leadhand .....19  
 Leave of Absence ..... 22, 24, 26  
     Bereavement Leave.....24  
     Illness of Dependent .....26  
     Maternity Leave .....24  
     Medical Leave.....22  
     No Loss of Seniority.....8  
     Union Business .....24  
     Without Pay.....22, 26  
 Letter of Commitment  
     Earned Days Off.....48  
     Increase PFT Employees (Transit).....50  
 Life Insurance  
     Basic Life Insurance Plan .....30  
     Optional Life and AD&D Coverage .....30  
 Long Term Disability .....30  
     Leave .....50

**M**

Meal Allowance .....32  
 Meal Break.....14  
 Medical Examination  
     Driver.....31

**N**

Negotiations .....1  
     Changes in Classifications .....28  
     Expired Agreement.....36  
     Union Leave.....24  
 New Employee.....12, 27  
 New Employees ..... 3, 26, 35, 46

**O**

Overtime  
     Banked.....16  
     Call Out.....17  
     Determining Overtime .....7  
     Meal Allowance.....32  
     Pay.....16  
     Recreation and Parks.....15  
     Seniority .....14, 15  
     Solid Waste.....15  
     Statutory Holiday .....19  
     Transit .....13

**P**

Part Time .....2, 11, 12, 47  
     Entitlement.....21  
     Sick Leave Bank .....42  
 Pay  
     Call Out.....17  
     In Lieu ..... 2, 12, 27  
     Jury or Witness .....27  
     Overtime .....16  
     Pay Period .....3  
     Premium..... 16, 18, 29, 30  
     Rate of ..... 17, 18, 22, 27, 28, 40  
     Rates.....55, 58  
     Sick Leave .....21, 22  
     Statements .....27  
     Vacation .....23  
     With.....19, 21, 24  
     Without .....22, 24, 26  
 Payment of Wages.....26  
 Pension .....28, 29  
 Permanent Employee 2, 10, 11, 12, 20, 26, 29, 30, 34,  
     35, 40, 41  
     Full Time .....2  
     Part Time .....2  
 Permanent Full Time ..... 11, 47, 48, 50  
 Permanent Part Time..... 2, 11, 21, 42, 47  
 Pregnancy  
     Employment During .....25  
     Leave .....25  
 Probation .....2  
 Probationary Employee .....34  
 Probationary Period..... 6, 7, 9, 27, 41, 46  
 Promotion..... 3, 10, 11, 27

**Q**

Qualifications .....10, 11

**R**

Recall ..... 3, 11, 12  
     From Vacation .....17  
     Procedures .....12  
 Recovery Time .....14  
**Recreation and Parks** ..... 14, 18, 27, 44, 53, 54, 58  
 Rest Periods .....16  
 Retirement.....23, 29, 30

**S**

Seniority  
     Auxiliary Employees .....2  
     Bump-Ups.....13  
     Calculation of Seniority .....9  
     Casual Employees.....2, 9, 47  
     Definition.....7

List .....	7, 20, 28	Temporary Position .....	11, 22, 50
Loss of Seniority .....	8, 10	Training.....	15, 32, 47
Overtime .....	14, 15	Trial Period.....	10
Promotions, Transfers and Vacancies .....	10	Two (2) Hour Minimum .....	15, 34
Role of Seniority in Lay Offs .....	11	<b>U</b>	
Seniority Date.....	9	Uniforms .....	31
Seniority Rights .....	8, 35	Upgrading .....	3, 17, 40
Temporary Employees .....	9	<b>V</b>	
Sick Leave.....	2, 15, 21, 22, 23, 26, 41	Vacation	
Sign up .....	7	Banked Vacation Time.....	21
Sign Up.....	13, 14, 40, 50	Calculation of Vacation Time.....	9
Skill, Knowledge and Ability.....	10, 17	Video Surveillance .....	35
Solid Waste Disposal.....	18	<b>W</b>	
Special Events .....	38	Wages .....	3, 13, 18, 24, 26, 27, 33, 45
Split Shift.....	13, 16, 18, 38	Workers' Compensation Act.....	22
Statutory Holidays .....	2, 9, 16, 17, 19	WorkSafeBC.....	22, 31, 33
Steward.....	3, 5, 7, 13, 38		
Suspension.....	6, 8		
<b>T</b>			
Temporary Employees .....	9, 15, 21, 27		