

**COLLECTIVE AGREEMENT**

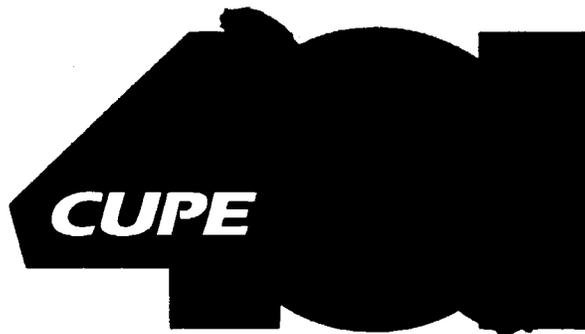
between the

**REGIONAL DISTRICT OF NANAIMO**



and the

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



**January 1, 2025 to December 31, 2027**



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This Agreement is in effect from January 1, 2025 to December 31, 2027.

between the

**REGIONAL DISTRICT OF NANAIMO**

(herein 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 ten point seventy-seven percent (10.77%) 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.

## 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 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 maybe 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 accept offers of work for a period of twelve (12) consecutive months, shall be removed from the call list and will be deemed to have terminated their employment. If no work is available to offer to an Auxiliary or Casual employee for a period of eighteen (18) consecutive months, the employee shall be removed from the call list and their employment will be deemed terminated.

- 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.

**15.06 CALCULATION OF SENIORITY DATE**

Temporary/Casual employees shall neither exercise nor accumulate seniority. However, those temporary/casual employees who are subsequently appointed to permanent employment shall, after completion of the normal probationary period, have their seniority defined as the total accumulative hours of service at the full-time equivalent rate as a temporary/casual employee for the preceding six (6) month period, credited for purposes of seniority. Benefits shall not be retroactive.

Calculation of seniority date shall be as follows:

**STEP 1 - CALCULATION OF "TOTAL VACATION HOURS:"**

For the purpose of establishing "Total Hours Worked" in Step 2, if a casual employee takes vacation during the six (6) month period prior to the permanent start date, this vacation time shall be added to the "Total Actual Hours Worked" to a maximum of eighty hours, using the formula below:

<u>TOTAL ACTUAL HOURS WORKED</u>	X	TOTAL FTE VACATION HOURS*
TOTAL FTE HOURS WORKED		
<i>(910 or 1040 depending upon Schedule A or B Employee)</i>		<i>(Maximum 70 or 80 hours depending upon Schedule A or B Employee)</i>

\*"Total FTE Vacation Hours" is determined by multiplying the number of full days that the casual employee has taken off in vacation time by the FTE hours per day for that classification.

**STEP 2 – CALCULATION OF "TOTAL DAYS WORKED:"**

$$\frac{\text{TOTAL HOURS WORKED DURING PREVIOUS SIX (6) MONTHS}}{\text{FTE HOURS PER DAY}}$$

**STEP 3 – DETERMINATION OF SENIORITY DATE:**

Subtract the number of working days calculated in Step 2 from the permanent start date excluding statutory holidays and weekends.

Where more than one employee has the same seniority date, seniority order shall be determined by the casual start date. When two employees also have the same casual start date, seniority order shall be determined by lot.

- a) Temporary/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.

## **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. Should no permanent applicants be successful, qualified non permanent applicants of the Employer shall be considered prior to posting externally.

### **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 may request a meeting with their Manager or HR to better understand the reasons for not being selected and the development opportunities that may assist with further 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 Article 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 Coordinator 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 *Letter of Understanding 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 *Letter of Understanding 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 (15) 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) Where an employee is awarded a new permanent position, a new sign up shall be conducted starting from the new employee's position on the seniority list and proceeding down.

If the sign up occurs beyond the halfway point of the calendar, the new employee does not participate in the sign up and is instead considered "first out" ahead of casual employees, remaining eligible to participate in the daily and weekly bump-up process, based on their seniority.

Employees on leave for any reason will be signed up according to the procedure for employees on vacation set out in 18.01(c)(v).

- (vii) 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:

7. Available overtime as a HandyDART Driver:
  - a. HandyDART Drivers
  - b. Other qualified Transportation Services employees (in the order of seniority)
8. Available overtime as a HandyDART Dispatcher:
  - a. HandyDART Dispatchers
  - b. Relief HandyDART Dispatchers
  - c. Other qualified Transportation Services employees (in the order of seniority)
9. Available overtime as a Transit Driver:
  - a. Transit Drivers
  - b. Other qualified Transportation Services employees (in the order of seniority)

## 10. Available overtime as a Transit Dispatcher:

- a. Transit Dispatchers
- b. Relief Transit Dispatchers
- c. Other qualified Transportation Services employees (in the order of seniority)

## 11. Available overtime as a Road Support Agent:

- a. Road Support Agents
- b. Relief Road Support Agents
- c. Other qualified Transportation Services employees (in the order of seniority)

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

Staff are expected to remain actively qualified for their relief positions which may mean routinely accepting shifts offerings and/or appropriate training.

- (viii) 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 *Letter of Understanding 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.

- (ix) 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 full-time employees at other Recreation and Parks facilities (unless overtime incurred);
4. Qualified permanent part-time employees at other Recreation and Parks facilities (unless overtime incurred);
5. 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 full-time employees at the second facility (unless overtime incurred);
4. Qualified permanent part-time employees at the second facility;
5. 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 Letter of Understanding 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 (7 ½) hours and fifteen cents (\$.15) per hour

- b) On Call Premium

Irrespective of the department, an employee may be assigned the responsibility of responding to emergency calls for essential services. Communication devices 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 communication device 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 two dollars (\$2.00) 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	Labour Day
Family Day	Truth and Reconciliation Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
B.C. 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%

Which ever 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 February 15th for vacation to be taken prior to September 30th, and by July 31st for vacation to be taken between September 30th and March 15th of the following year. With respect to the Transit Department only, selection of vacation periods shall be completed by March 31st 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 31st 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.

The Employer shall endeavour to make all reasonable efforts to respond within two (2) weeks to vacation requests.

## **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 four (4) 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.

### **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 (¼) 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 article, 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 child, spouse, or parent under the care of a permanent employee, 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 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 article or the *Letter of Understanding 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 payday. 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.

### **27.03 TEMPORARY MARKET ADJUSTMENTS**

Where recruitment and retention challenges with specific bargaining unit classifications warrant, the Employer may, upon notifying the Union at least fourteen (14) days in advance of implementation, temporarily address salary issues through an upward market adjustment, in accordance with the following:

- a) Salary adjustments shall not be applied on an individual basis but shall be uniformly applied to all employees occupying the identified classification.
- b) Temporary market adjustments are not considered base rate of pay but will be included in all calculations involving base rate of pay, including but not limited to overtime and pension contributions.
- c) Temporary market adjustments have no expiry date but may be terminated at the discretion of the Employer with sixty (60) days' notice to the Union.
- d) Except in the cases of temporary appointments and acting assignments, a permanent employee receiving a temporary market adjustment will continue to receive the temporary market adjustment should it be discontinued so long as they remain in the classification and the principal duties of the classification remain unchanged.
- e) The Union shall have the right to request a meeting to discuss the rationale and implications of the change. At the Union's request, the Employer will share their supporting evidence of the adjustment.

## **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 \$750.00 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:	\$750/2 years
Eye Examinations:	\$150/2 years
Chiropractor, Massage Therapist, Physiotherapist:	\$650
Psychologist:	\$1000
Orthodontic Coverage:	up to \$5000

### **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 \$150,000.00. 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. It is understood that all RDN employees will have access to the EAP.

## **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 SAFETY GLASSES**

The additional cost of CSA Standard CAN/CSA-Z94.3-07 or ANSI Standard ANSI/ISEA Z87.1-2015 safety glasses will be borne by the Employer in the case of any employee required to wear safety glasses 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 employees and their immediate family members only, bus passes.

**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 five hundred dollars (\$500.00) 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 and every four (4) hours thereafter shall be provided with a meal allowance of twenty-three dollars (\$23.00) by the Employer.

An employee required to work during an emergency call out shall be entitled to a meal allowance of twenty-three dollars (\$23.00) for each continuous four (4) hour period of work.

**29.14 TOOL ALLOWANCE**

The Employer will pay seventy-five cents (\$0.75) 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 seventy-five dollars (\$175.00) 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 seventy-five dollars (\$75.00) 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) Basic First Aid Attendant (OFA 1) – seventy-five cents (\$0.75) per hour
  - (ii) Intermediate First Aid Attendant (OFA 2) – one dollar and twenty-five cents (\$1.25) 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 a 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 Article 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 article, 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 article, 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.

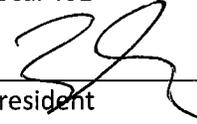
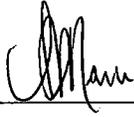
## **38. TERM OF AGREEMENT**

- 38.01** This Agreement shall be binding and remain in full force and effect from the 1st day of January, 2025 to the 31st day of December, 2027 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.

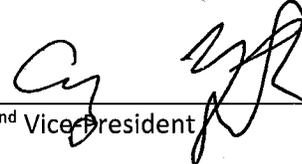
SIGNED for the  
Regional District of Nanaimo

SIGNED for the  
Canadian Union of Public Employees,  
Local 401



\_\_\_\_\_  
President

\_\_\_\_\_  
Chief Human Resources Officer



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

\_\_\_\_\_  
Jan 28/26

JAN 14 2026

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

RO/cf 

**LETTER OF UNDERSTANDING #1**

**BETWEEN THE**

**REGIONAL DISTRICT OF NANAIMO**

**AND THE**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 401**

**RE: SUNDAY TRANSIT WORK**

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



Chief Human Resources Officer

Jan. 28/26

Date

SIGNED for  
Canadian Union of Public Employees,  
Local 401



President



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

JAN 14 2026

Date

**LETTER OF UNDERSTANDING #2****BETWEEN THE****REGIONAL DISTRICT OF NANAIMO****AND THE****CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 401****RE: TRANSIT SCHEDULING COMMITTEE**

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:
    - (i) Two (2) Transit Job Stewards;
    - (ii) Driver Representative (elected by the Drivers);
    - (iii) Manager of Transportation Services;
    - (iv) Transportation Supervisor/Coordinator; and
    - (v) 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) 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.
  - d) 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.
  - e) The Committee will make recommendations to the Manager of Transportation Services.
  - f) 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



Chief Human Resources Officer

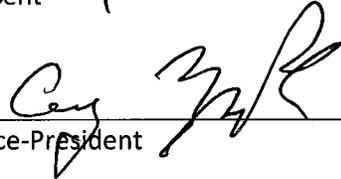
Jan. 28/26

Date

SIGNED for the  
Canadian Union of Public Employees,  
Local 401



President



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

JAN 14 2026

Date

**LETTER OF UNDERSTANDING #3**

**BETWEEN THE**

**REGIONAL DISTRICT OF NANAIMO**

**AND THE**

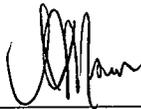
**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 401**

**RE: ARTICLE 19.03 – UPGRADING**

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



Chief Human Resources Officer

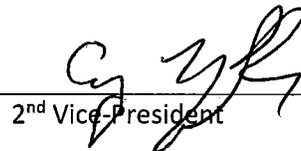
Jan. 28/26

Date

SIGNED for the  
Canadian Union of Public Employees,  
Local 401



President



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

JAN 14 2026

Date

## **LETTER OF UNDERSTANDING #4**

**BETWEEN THE**

**REGIONAL DISTRICT OF NANAIMO**

**AND THE**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 401**

---

**RE: SICK LEAVE BANK CRITERIA**

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



Chief Human Resources Officer

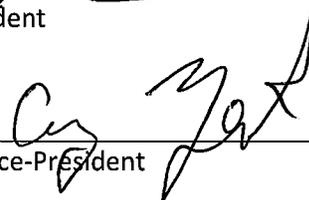
Jan 28/26

Date

SIGNED for the  
Canadian Union of Public Employees,  
Local 401



President



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

Date

**LETTER OF UNDERSTANDING #5**

**BETWEEN THE**

**REGIONAL DISTRICT OF NANAIMO**

**AND THE**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 401**

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

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  
Regional District of Nanaimo



Chief Human Resources Officer

Jan. 28/26

Date

SIGNED for the  
Canadian Union of Public Employees,  
Local 401

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

JAN 14 2026

Date

**LETTER OF UNDERSTANDING #6**

**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) Learn to Swim Instructor, CPR Basic Rescue Level C, National Lifeguard Certification (pool option);
  - (ii) 1000 hours at Ravensong or any other Aquatic Centre or combination thereof, Pool Operator (Level 1), and any one of the following: Lifesaving Instructor, Aquafit Certification (BCRPA Aquafit, CALA Aquafit Instructor), National Lifeguard Service Instructor, Lifesaving 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 Lifeguard IIs on duty pursuant to (ii) above.
  
2. Casual Lifeguard/Instructors must report to work for all shifts they have accepted, based on their availability, unless they can substantiate their absence due to an approved leave, illness, or injury.
  
3. A two-hour minimum shall apply to the following position:
  - Skate Attendant

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Regional District of Nanaimo

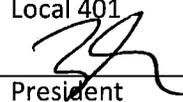
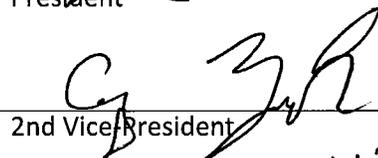


Chief Human Resources Officer

Jan. 28/26

Date

SIGNED for the  
Canadian Union of Public Employees,  
Local 401

  
President  
2nd Vice President

JAN 14 2026

Date

**LETTER OF UNDERSTANDING #7**

**BETWEEN THE**

**REGIONAL DISTRICT OF NANAIMO**

**AND THE**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 401**

**RE: ARTICLE 18 - HOURS OF WORK  
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 "Letter of Understanding RE: Scheduling Review Committee."

The Parties further acknowledge that the "Letter of Understanding 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.

SIGNED for the  
Regional District of Nanaimo

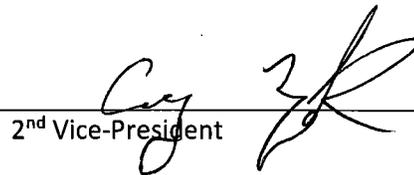


Chief Human Resources Officer

Jan 28/26

Date

SIGNED for the  
Canadian Union of Public Employees,  
Local 401

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

**JAN 14 2026**

Date

**LETTER OF UNDERSTANDING #8****BETWEEN THE****REGIONAL DISTRICT OF NANAIMO****AND THE****CANADIAN UNION OF PUBLIC EMPLOYEES 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 agree that having a jointly trained staff will more favorably allocate hours to staff and make 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 Letter of Understanding 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 Letter of Understanding 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.

SIGNED for the  
Regional District of Nanaimo



Chief Human Resources Officer

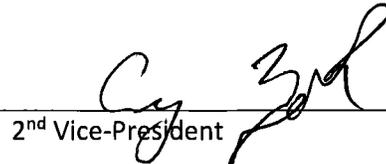
*Jan 28/26*

Date

SIGNED for  
Canadian Union of Public Employees,  
Local 401



President



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

JAN 14 2026

Date

**LETTER OF UNDERSTANDING #9**

**BETWEEN THE**

**REGIONAL DISTRICT OF NANAIMO**

**AND THE**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 401**

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

The Employer has committed to develop a Variation in Hours of Work Policy that will apply to Schedule 'B' permanent full-time employees whose normal working day consists of seven (7) hours, exclusive of the lunch period, between the hours of 7:30 am and 5:30 pm, Monday to Friday inclusive.

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

An accumulated flex day will be taken on the day scheduled in their approved work schedule and within the three week work period. Participating employees are not permitted to carry over a flex day to another three week period or accumulate multiple flex days. The normal business day for Schedule 'B' full-time employees working in RDN facilities is between 7:30 am and 5:30 pm.

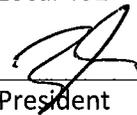
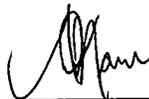
An eligible Employee wishing to participate in the program must submit an application form/agreement with a proposed tri-weekly schedule which must be approved by a General Manager at least two (2) weeks prior to the start of the schedule.

It is understood that the Variation in Hours of Work Schedule will not result in additional cost to the Employer.

Either party may opt out of this agreement and the Variation in Hours of Work Policy with 30 days' notice.

SIGNED for the  
Regional District of Nanaimo

SIGNED for the  
Canadian Union of Public Employees,  
Local 401



Chief Human Resources Officer

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

Jan. 28/26

JAN 4 2026

Date

Date

**LETTER OF UNDERSTANDING #10**

**BETWEEN THE**

**REGIONAL DISTRICT OF NANAIMO**

**AND THE**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 401**

**RE: JOINT TRANSIT COMMITTEE**

WHEREAS:

- 1. Paragraph 13 of *Letter of Understanding #8 Re: Joint Transportation Services Pool* ("LOU #8") allows either Party to opt out of the agreement with three (3) months' notice; and
- 2. The Employer gave written notice to the Union on May 28, 2025, to opt out of LOU #8, effective September 1<sup>st</sup>, 2025 (the "Notice"); and
- 3. The Employer (RDN) and CUPE 401, ("the Parties") attended collective bargaining in June 2025 to renew the Parties' Collective Agreement,

NOW THEREFORE:

- 4. The Employer agrees to withdraw the Notice on a without prejudice basis on the understanding and agreement that a joint committee will be created for the purpose of coming to a mutual agreement to amend LOU #8;
- 5. The Committee will consist of:
  - i. President of Local 401;
  - ii. Senior Manager of Transportation Services;
  - iii. One additional Employer Representative; and
  - iv. One additional Union Representative.

Any changes to the composition of the Committee, including alternates or guests, will be made by mutual agreement between the Parties.

- 6. Should the Parties not reach mutual agreement on amendments to LOU #8 by June 30, 2026, either Party retains the right to give notice to opt out of LOU #8 under paragraph 13.

SIGNED for the  
Regional District of Nanaimo



Chief Human Resources Officer

Jan. 28/26  
Date

SIGNED for the  
Canadian Union of Public Employees, Local  
401

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

JAN 14 2026  
Date

**LETTER OF UNDERSTANDING #11**

**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 one hundred and twenty-five dollars (\$125.00) per twenty-four (24) month period the following employees for appropriate footwear:

- Recreation Programmer
- Aquatic Team Leader
- Lifeguard/Instructor I, Lifeguard/Instructor II
- GIS Coordinator
- GIS Technician
- Parks and Trails Coordinator
- Parks Assistant
- Parks Operations Coordinator
- Parks Planner
- Parks Technician
- Natural Areas Operations Coordinator
- Parks Outreach Stewardship Coordinator
- Planning Technician
- Planner
- Senior Planner

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Regional District of Nanaimo

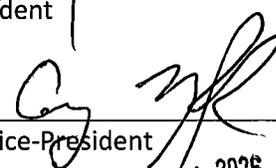


Chief Human Resources Officer

Jan. 28/26

Date

SIGNED for the  
Canadian Union of Public Employees,  
Local 401

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

JAN 4 2026

Date

**LETTER OF UNDERSTANDING #12**

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:

<b>CLASSIFICATION</b>	<b>PAY BAND</b>
Building/Bylaw Compliance Officer	14
Chief Operator Equipment and Maintenance	12
Concession Worker	Y
Custom Transit Coordinator	11
Facilities Clerk	5
Head Concessionaire	Y
Infrastructure Analyst and Team Lead	15
Labourer	2
Landfill Gas Maintenance Worker	5
Landfill Services Supervisor	12
Parks Assistant	3
Shop Serviceperson	5
Skate Shop Attendant	Y
Sustainability Coordinator	17
Transfer Station Supervisor	12
Transit Dispatch Assistant	8
Transit Operator	7
Transportation Services Clerk	5
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.

SIGNED for the  
Regional District of Nanaimo



Chief Human Resources Officer

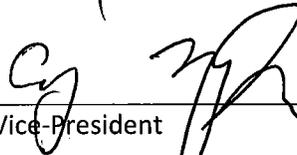
Jan 28/26

Date

SIGNED for the  
Canadian Union of Public Employees,  
Local 401



President



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

JAN 14 2026

Date

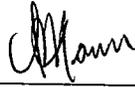
**LETTER OF UNDERSTANDING #13****BETWEEN THE****REGIONAL DISTRICT OF NANAIMO****AND THE****CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 401****RE: WASTEWATER/WATER SERVICES EOCB PREMIUM**

The Parties agree that in recognizing the importance of career progression for all Schedule 'A' Wastewater and Water employees, an additional premium of \$0.75/hour shall be paid to employees who hold a relevant EOCB certification that exceeds their current job qualification requirement. The following table outlines the respective certification qualification per position that would enable an employee to be eligible for the premium specific to Water Distribution (WD), Water Treatment (WT), Wastewater Collection (WWC) and/or Wastewater Treatment (WWT). An employee would not be eligible for the premium if he or she posts into a new position and does not exceed the certification requirement as outlined below.

<b>POSITION</b>	<b>CERTIFICATION QUALIFICATION</b>
Water - Junior Utilities Operator	WD2, WT2 or WWC2
Water - Utilities Operator	WD3, WT2 or WWC2
Water - Senior Utilities Operator	WD4, WT3 or WWC2
Water - Utilities Coordinator	WD4, WT3 or WWC2
Water - Chief Operator	WD4, WT3 or WWC2
WW - Operator 2	WWT 3 or WWC 1
WW - Operator 3	WWT 4 or WWC 1
WW - Senior Operator	WWC 1
WW - Chief Operator	WWC 1
WW - Chief Laboratory Technician	OIT or WWT 1,2,3,4
WW - Senior Laboratory Technician	OIT or WWT 1,2,3,4
WW - Laboratory Technician	OIT or WWT 1,2,3,4
WW - Chief Millwright	OIT or WWT 1,2,3,4
WW - Senior Millwright	OIT or WWT 1,2,3,4
WW - Millwright	OIT or WWT 1,2,3,4
WW - Chief Electrician	OIT or WWT 1,2,3,4
WW - Senior Electrician	OIT or WWT 1,2,3,4
WW - Electrician	OIT or WWT 1,2,3,4

Only one \$0.75 premium applies. There shall be no pyramiding of this premium.

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Regional District of Nanaimo

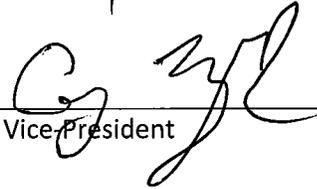


Chief Human Resources Officer

Jan 28/26

Date

SIGNED for the  
Canadian Union of Public Employees,  
Local 401

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

JAN 14 2026

Date

**LETTER OF UNDERSTANDING #14**

**BETWEEN THE**

**REGIONAL DISTRICT OF NANAIMO**

**AND THE**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 401**

**RE: CASUAL EMPLOYEES**

The Parties shall meet in September each year to review the work performed by the casual/temporary/auxiliary employees to discuss whether additional permanent positions (either part-time or full-time) should be considered.

SIGNED for the  
Regional District of Nanaimo



Chief Human Resources Officer

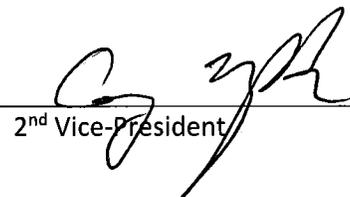
Jan. 28/26

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SIGNED for the  
Canadian Union of Public Employees,  
Local 401



President



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

JAN 14 2026

Date

**LETTER OF UNDERSTANDING #15**

**BETWEEN THE**

**REGIONAL DISTRICT OF NANAIMO**

**AND THE**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 401**

**RE: ELIGIBILITY LISTS**

Eligibility lists may be established through the posting process and used to fill vacancies. When eligibility lists are established, it shall be stated on the posting.

1. Eligibility lists shall be in effect for a maximum of nine (9) months from the establishment of the list. Qualified candidates shall be placed on the list in order of their respective point scores. Where point scores are relatively equal, seniority at the time of hire shall be the determining factor.
2. Where the Employer intends to use an eligibility list to fill a vacancy, the Employer will first post a notice to employees inviting any newly interested and qualified applicants who wish to be considered to be placed on the eligibility list.
3. Newly interested applicants must submit their application within seven (7) calendar days of the notice being posted. Qualified applicants will proceed through the same selection process as prior applicants to determine their placement on the eligibility list.
4. Where no qualified applicant applies, the Employer will proceed to award the position from the eligibility list.
5. Applicants who have been placed on the eligibility list may remove themselves at any time by notifying the Employer.
6. Either Party may opt out of this agreement with three (3) months' notice.

SIGNED for the  
Regional District of Nanaimo

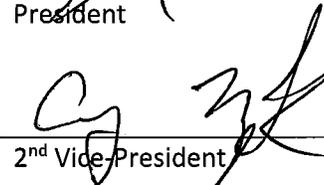


Chief Human Resources Officer

Jan. 28/26

Date

SIGNED for the  
Canadian Union of Public Employees,  
Local 401

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

JAN 14 2026

Date

**LETTER OF UNDERSTANDING #16**

**BETWEEN THE**

**REGIONAL DISTRICT OF NANAIMO**

**AND THE**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 401**

**RE: ARTICLE 18 – HOURS OF WORK - BYLAW SERVICES**

In recognition of the unique characteristics and needs, of Bylaw Enforcement Services, within the Regional District of Nanaimo, the Parties agree to establish one Weekend Bylaw Enforcement Officer position to be filled as a ‘Permanent Employee.’ For clarity, this position will be classified as a ‘Permanent Employee’ per the Collective Agreement. This agreement represents the hours of work for this position as follows:

- 1. Normal working days shall be:
  - a) Seven (7) hour shifts, scheduled between 7:00 am – 9:00 pm.
  - b) With two (2) consecutive days off from work per week.
- 2. This position will also provide relief for the permanent, full-time Bylaw Enforcement Officers during the week as assigned. Should that occur, the following applies:
  - a) Two (2) days off consecutively and scheduled no more than five (5) consecutive days.
  - b) Follow the regular hours of work contained in the Collective Agreement for Bylaw Officers, namely 18.01 b. except for ‘Monday to Friday inclusive’ under 18.01 (b) (i.) to allow the Employer to maintain the weekend coverage.

SIGNED for the  
Regional District of Nanaimo



Chief Human Resources Officer

Jan. 28/26

Date

SIGNED for the  
Canadian Union of Public Employees,  
Local 401

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

**JAN 1 4 2026**

Date

**LETTER OF UNDERSTANDING #17**

BETWEEN THE

REGIONAL DISTRICT OF NANAIMO

AND THE

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 401

**RE: ARTICLE 18 - HOURS OF WORK – SOLID WASTE**

The hours of work for SOLID WASTE employees located at the Regional Landfill and the Church Road Transfer Station in the positions of Permanent Full-Time (PFT) Heavy Equipment Operators (Operators) shall be as follows:

1. Of the seven (7) available permanent sign-up shifts, six (6) will be 10 hours/day to a maximum of 40 hours per week between the hours of 6:45 am and 5:30 pm, with the seventh permanent sign-up shift, consisting of eight (8) hours/day, being scheduled as identified in Section 7 of this LOU. Shifts shall be reviewed by the Manager and Employees on a quarterly basis. Changes to the shifts below shall be by mutual agreement.

Regional Landfill							
Operator	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
PFT (10hr)	OP1	OP1	OP1	OP1			
PFT (10hr)	OP2				OP2	OP2	OP2
PFT (10hr)		OP3	OP3		OP3	OP3	
PFT (8hr)			OP4	OP4	OP4	OP4	OP4
PFT (10hr)		OP5	OP5	OP5	OP5		

Church Road Transfer Station							
Operator	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
PFT (10hr)		OP1	OP1	OP1	OP1		
PFT (10hr)	OP2				OP2	OP2	OP2

2. Daily overtime rates will be paid as follows:
  - a) Full-time employees will be paid at the rate of time and one half (1.5x) for the first hour worked beyond 10 hours and double time (2x) for hours worked in excess of 11 hours in a workday.

- b) Casual/temporary employees working as Operators shall be paid in the same manner for daily overtime as permanent employees. More specifically, they will be paid at the rate of time and one half (1.5x) for the first hour worked beyond 10 hours in a workday and double time (2x) for hours worked in excess of 11 hours in a workday.
  - c) Weekly overtime rates for employees working as Operators shall be paid time and one half (1.5x) for the first three (3) hours in excess of forty (40) hours per week and double time (2x) for hours in excess of three (3) overtime hours worked beyond a 40-hour work week. Only regular hours will be counted for the purposes of this calculation. There will be no compounding of daily and weekly overtime.
  - d) An employee required to work more than two (2) hours overtime continuous with a regular shift shall be provided with a meal allowance of twenty dollars (\$20.00) by the Employer.
3. In addition, the workday shall include the equivalent of one unpaid half hour (1/2) meal break and two paid ten (10) minute rest periods. The Employer will make best efforts to provide the breaks specified. However, the timing of breaks may vary to respond to operational needs. Employees must be available for work during paid breaks.
  4. Vacation leave, sick leave, and all other leaves of absence (excluding bereavement leave) shall be granted based on working hours rather than working days.

Example for clarity: under the Collective Agreement an employee entitled to 3 weeks vacation would receive fifteen (15) days at eight (8) hours/day pay for a total of 120 paid vacation hours. The ten (10) hour shift means that the employee will get twelve (12) days at ten (10) hours per day for the same number of paid vacation hours or 120 paid vacation hours over the three week period.
  5. Statutory holiday entitlement shall be granted based on a ten (10) hour day if the employee is scheduled to work. If the employee is not scheduled to work, they will be paid eight (8) hours.
  6. Bereavement leave shall be a maximum of five (5), eight (8) hour days or 40 hours paid time.
  7. The Parties agree that one incumbent employee will maintain their existing hours of work consisting of five (5) consecutive, eight (8) hour working days within a seven (7) day work period. At the time this position vacates, it may revert to a ten (10) hour workday, in accordance with the provisions outlined above.
  8. Any changes to this agreement will be made by mutual agreement.

This Letter of Understanding guarantees that all elements of the Collective Agreement relating to hours of work are met and incurs no extra cost to the Employer. This LOU may be cancelled with 60 days' notice by either party.

[Original Signed: September 6, 2022]

SIGNED for the  
Regional District of Nanaimo



Chief Human Resources Officer

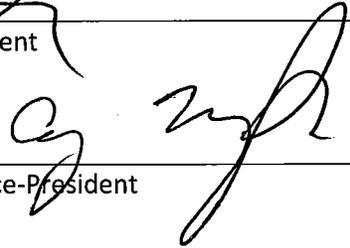


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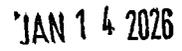
SIGNED for the  
Canadian Union of Public Employees,  
Local 401



President



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



Date

**LETTER OF UNDERSTANDING #18**

**BETWEEN THE**

**REGIONAL DISTRICT OF NANAIMO**

**AND THE**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 401**

**RE: ARTICLE 18 - HOURS OF WORK – MECHANICS**

It is hereby agreed by the parties to modify the hours of work for TRANSPORTATION SERVICES employees located at the Transit Administration Building in the positions of Mechanics.

1. Four (4) out of the eight (8) available sign-up shifts will be 10 hours per day to a maximum of 40 hours per week.
  
2. The work schedule for the Mechanics working 10-hour shifts (3, 5, 6, and 7) will consist of four (4) consecutive working days followed by three (3) consecutive days off, the current/proposed schedule is as follows. Shifts shall be reviewed by the Manager/Management and employees on a quarterly basis. Changes to the shifts below shall be by mutual agreement.

Current Schedule/Sample:

Shifts	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Shift 1 (8 Hours)	Day Off	5:00am – 1:30pm	5:00am – 1:30pm	5:00am – 1:30pm	5:00am – 1:30pm	5:00 am – 1:30pm	Day Off
Shift 2 (8 Hours)	Day Off	6:00am – 2:30pm	Day Off				
Shift 3 (10 Hours)	6:00am - 4:30pm	6:00am – 4:30pm	6:00am – 4:30pm	6:00am – 4:30pm	Day Off	Day Off	Day Off
Shift 4 (8 Hours)	Day Off	2:30pm – 11:00pm	2:30pm – 11:00pm	2:30pm – 11:00pm	2:30pm – 11:00pm	2:30pm – 11:00 pm	Day Off
Shift 5 (10 Hours)	11:00am - 9:30pm	1:30pm – 12:00am	1:30pm – 12:00am	1:30pm – 12:00am	Day Off	Day Off	Day Off
Shift 6 (10 Hours)	Day Off	Day Off	Day Off	1:30pm – 12:00am	1:30pm – 12:00am	1:30pm – 12:00am	1:30pm – 12:00am
Shift 7 (10 Hours)	Day Off	Day Off	Day Off	6:00am – 4:30pm	6:00am – 4:30pm	6:00am – 4:30pm	6:00am – 4:30pm
Shift 8 (8 Hours)	Day Off	Day Off	1:30pm – 10:00pm	1:30pm – 10:00pm	1:30pm – 10:00pm	1:30pm – 10:00pm	1:30pm – 10:00pm

3. Daily overtime rates will be paid as follows:
  - a) Time and one half (1.5x) for the first hour worked beyond 10 hours and double time (2x) for work performed in excess of 11 hours in a workday.
  - b) Time and one half (1.5x) for the first three hours worked beyond 8 hours and double time (2x) for work performed in excess of 11 hours in a workday.
  - c) Casual/temporary employees working as Mechanics shall be paid in the same manner for daily overtime as a permanent employee.
  - d) Weekly overtime rates for casual/temporary employees working as Mechanics shall be paid time and one half (1.5x) for the first three (3) hours in excess of 40 hours per week, and double time (2x) for hours in excess of three (3) overtime hours worked beyond a 40-hour work week. Only regular hours will be counted for the purposes of this calculation. There will be no compounding of daily and weekly overtime.
4. The workday shall include the equivalent of one unpaid half (1/2) hour meal break and two (2) paid 10-minute scheduled rest periods. The Employer will make best efforts to accommodate the breaks as noted; however, may vary the length and timing of breaks to accommodate operational circumstances. If an employee were required and directed to be available during their meal break due to operational circumstances, the Employer agrees to pay said meal break.
5. Newly hired probationary employees and those falling within the terms of this Letter of Understanding, are required to work a minimum of 72 days actually worked on a 10-hour shifts, four (4) days per week, from the date of hiring, up to a maximum 90 days actually worked from the date of hiring, on a standard eight (8) hour shift, five (5) days per week.
6. Vacation leave, sick leave, and all other leaves of absence (excluding bereavement leave) shall be granted based on working hours rather than working days.
7. Statutory holiday entitlement shall be granted based on a ten (10) hour day if scheduled to work, otherwise an eight (8) hour day.
8. Bereavement leave shall be a maximum of five (5), eight (8) hour working days, or 40 hours paid time.
9. Except as otherwise provided in this agreement, all other provisions of the Collective Agreement apply.
10. This Understanding may be terminated by either party with written notice of thirty (30) days.

This Letter of Understanding will ensure that all elements of the Collective Agreement relating to hours of work are met and incur no extra cost to the Employer.

SIGNED for the  
Regional District of Nanaimo

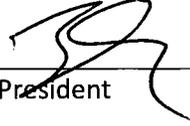


Chief Human Resources Officer

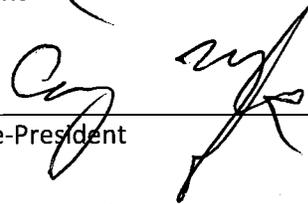
Jan. 13/26

Date

SIGNED for the  
Canadian Union of Public Employees,  
Local 401



President



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

JAN 14 2026

Date

**LETTER OF UNDERSTANDING #19**  
**BETWEEN THE**  
**REGIONAL DISTRICT OF NANAIMO**  
**AND THE**  
**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 401**

**RE: WATER SERVICES UTILITIES OPERATORS (the "Utilities Operators")**

WHEREAS in British Columbia, both the classification of environmental systems and the certification of Water Services Operators of those systems are regulated province-wide by the Environmental Operators Certification Program (EOCP).

AND WHEREAS certification with EOCP results in increased knowledge, skill, and proficiency in all matters related to the water cycle and improved safety and reduced accident rates for Utilities Operators as well as improved compliance with water and pollution-control legislation.

AND WHEREAS significant changes to system and operator certification requirements have been made by the EOCP via the BC Drinking Water Protection Act and Municipal Wastewater Regulation since the last time the District of Nanaimo updated the WATER SERVICES OPERATING STAFF job descriptions (the "Job Descriptions").

AND WHEREAS this Letter of Understanding (LOU) is to support the District's recent organizational and job description changes and the subsequent job evaluation and pay band adjustments (the "Changes").

AND WHEREAS the Changes will support the Water Services department (the "Department") in recognizing staff for the EOCP certification they have achieved and provide incentive for Utilities Operators to continue to upgrade their certification(s).

AND WHEREAS the most significant factor that led to the Changes, is the BC Government's requirement that all Utilities Operators obtain certifications that match or surpass the classification requirements of the water and sewer collection systems they are responsible for, as well as to position the District to recruit, support and maintain the most qualified Utilities Operators.

THEREFORE, the Parties agree to implement the following for the Changes:

- 1) There will be five Water Services Classifications with the following EOCP certification requirements that fall within the parameters of this LOU:

Utilities Operator in Training	Pay Band 4	– EOCP OIT
Junior Utilities Operator	Pay Band 8	– EOCP WWC1, WD1, WT1
Utilities Operator	Pay Band 10	– EOCP WWC1, WD2, WT1
Senior Utilities Operator	Pay Band 12	– EOCP WWC1, WD3, WT2
Utilities Coordinator	Pay Band 14	– EOCP WWC1, WD3, WT2 (plus supervisory) (collectively, the "Classifications")

Utilities Operators will progress through the Classifications, based on the EOCP certifications.

- 2) As Utilities Operators progress through the Classifications, the annual budgeted permanent full-time employees in the Department (“FTE Count”) will not change (i.e., it will not result in an additional increase to the 8 FTE positions). Any increase in service level to the department will be communicated to the Union.
- 3) Utilities Operators will be able to move up to the next applicable Classification based on meeting the Criteria. The District will not be required to post vacant positions under Article 16.01 of the Parties’ collective agreement until the FTE Count is reduced due to attrition.
  - a) For example: If incumbent A has the position of Utilities Operator in Training position (Certification: EOCP OIT) and achieves the next EOCP certification(S) (EOCP WWC1, WD1, WT1), they will automatically move up to the next Classification of Junior Utilities Operator and pay band without needing to wait for a vacancy.
  - b) The Utilities Operator in Training position would remain vacant and would not be permanently filled until any level of Utilities Operator position becomes available due to an Operator leaving the District or the Department. Any temporary appointments will be discussed and must be approved by the Union.
  - c) In consideration of Letter of Understanding 13 (LOU), Utilities Operators who hold a relevant EOCP certification that exceeds their current job qualification requirement, shall receive an additional premium of \$0.75 per hour. Only one premium applies and there shall be no pyramiding of this premium. An employee would not be eligible for the premium if the employee posts into a new position and does not exceed the certification requirement as outlined in the LOU.
- 4) The Job Descriptions outline base, or core, job duties for all Utilities Operators. As a Utilities Operator progresses through the Classifications, the applicable Job Description will include additional duties based on the EOCP certification(s) but will still contain the job duties that are basic and essential to any Classification of Operator. All Classification of Utilities Operator will be expected to perform these core duties of the position.
- 5) In respect to current staff, the only changes will be to their current classification title which will be as follows:

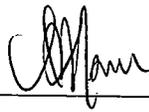
Previous Title	New/Current Title		Incumbent
UT Trainee	Utilities Operator in Training		Vacant
Utilities Tech I	Junior Utilities Operator		Jenna Kirpluk <sup>1</sup> Cole Lamont
Utilities Tech II	Utilities Operator		Greg Roberts <sup>2</sup> Dave Welz
Utilities Tech II	Senior Utilities Operator		Lyndon Jaworski
Utilities Tech III	Utilities Coordinator	Maintenance and Operations	Brian Hale
		Water Quality	Brad Lancaster

The work performed by the Utilities Operator as directed by the Chief Operator will correspond with the requisite Classification level they have obtained in accordance with the Operating requirements and as outlined in the Job Description.

- 6) Future progressions for Utilities Operators from one Classification level to another will be effective retroactive to the date of EOCP certification following the receipt of confirmation from EOCP that the Utilities Operator has obtained the new EOCP certification level.
- 7) Future postings for Utilities Operators will be based on operational needs and not based on the Operator’s applicable Classification level upon leaving the District (or the Department) and creating the applicable vacancy.

[Original Signed: June 30, 2023]

SIGNED for the  
Regional District of Nanaimo



Chief Human Resources Officer

Jan. 28/26

Date

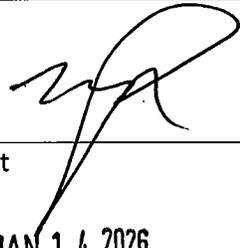
SIGNED for the  
Canadian Union of Public Employees,  
Local 401



President



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



JAN 14 2026

Date

**LETTER OF UNDERSTANDING #20**

**BETWEEN THE**

**REGIONAL DISTRICT OF NANAIMO**

**AND THE**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 401**

**RE: ARTICLE 18 - HOURS OF WORK – TRANSIT CONVENTIONAL DISPATCH**

This agreement formalizes an existing operational practice subject to the following conditions:

Due to WorkSafeBC (WSBC) Orders received in 2021, it is hereby agreed by the Parties to modify the hours of work for TRANSIT employees, located at the Transportation Services Building, in the positions of Conventional Dispatchers. It is agreed this modification of hours will continue on a regular basis while the RDN works to determine how best to ensure the safety of Transit Operators while working alone or in isolation, while also addressing WSBC Orders to perform regular ‘wellness checks’ and monitor staff throughout the ‘service day’.

The implementation of these ‘wellness checks’ involve the expansion of Dispatch working hours, to accommodate ongoing daily monitoring. As such, RDN Transit is expanding from eight (8) hour shifts to ten (10) hour shifts, to provide Dispatch coverage throughout the required ‘service day’.

1. The three (3) Permanent Full-Time Dispatchers will each sign for four (4) available AM or PM shifts, 10 hours per day to a maximum of 40 hours per week. The two (2) unsigned open ten (10) hour shifts will be included in the daily bump procedure and assigned to an eligible (relief) dispatcher in order of seniority as per the Collective Agreement, at 16:00, the day prior.

Shift	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1 (10 Hour)	6:00 - 16:00	4:30 - 14:30	4:30 - 14:30	OFF	OFF	OFF	5:30 – 15:30
2 (10 Hour)	12:00 - 22:00	14:15 - 0:15	14:15 - 0:15	14:15 - 0:15	OFF	OFF	OFF
3 (10 Hour)	OFF	OFF	OFF	4:30 - 14:30	14:15 - 0:15	14:15 - 0:15	14:15 - 0:15
Open (10 Hour)					4:30 - 14:30	4:30 - 14:30	

2. Due to the importance of the Saturday “PM Bump” to general Transit Operations, the Saturday “PM” shift must be signed for by one of the three (3) permanent full-time Dispatchers prior to the commencement of a new Sign-up.

The work schedule for the Conventional Dispatchers working ten (10) hour shifts will consist of four (4) consecutive working days followed by three (3) consecutive days off, will be signed for at least every four (4) months. Changes to the shifts selected shall be made by mutual agreement with approval by Management.

3. Daily overtime rates will be paid as follows:
  - a) Full-time employees will be paid at the rate of time and one half (1.5x) for the first hour worked beyond 10 hours and double time (2x) for hours worked in excess of 11 hours in a workday.
  - b) Casual/temporary employees working as Relief Conventional Dispatchers shall be paid in the same manner for daily overtime as a permanent employee. More specifically, they will be paid at the rate of time and one half (1.5x) for the first hour worked beyond 10 hours in a workday and double time (2x) for hours worked in excess of 11 hours in a workday.
  - c) Weekly overtime rates for employees working as Relief or Conventional Dispatchers, shall be paid time and one half (1.5x) for the first three hours in excess of forty (40) hours per week and double time (2x) for hours in excess of three (3) overtime hours worked beyond a 40-hour work week. Only regular hours will be counted for the purpose of this calculation. There will be no compounding of daily and weekly overtime.
4. The workday shall include the equivalent of one paid half hour (1/2) meal break and two ten (10) minute rest periods. The Employer will make best efforts to accommodate the breaks as noted, however, may vary the length and timing of breaks to accommodate operational circumstances. Employees must be available for work during paid meal breaks.
5. Newly hired probationary employees are required to work 720 hours, which is the equivalent of 90 days on a standard eight (8) hour shift, five (5) days per week, to conclude an employee’s probationary period.
6. Vacation leave, sick leave, and all other leaves of absence (excluding bereavement leave) shall be granted based on working hours rather than working days.
7. Statutory holiday entitlement shall be granted based on a ten (10) hour day if the employee is scheduled to work. If that employee is not scheduled to work, they will be paid eight (8) hours.

- 8. Bereavement leave shall be granted based on a maximum of five (5), eight (8) hour days, or forty (40) hours paid time.
- 9. This Understanding may be terminated by either party with written notice of sixty (60) days.

This Letter of Understanding will ensure that all elements of the Collective Agreement relating to hours of work are met and incur no extra cost to the Employer.

[Original Signed: March 11, 2024]

SIGNED for the  
Regional District of Nanaimo



Chief Human Resources Officer

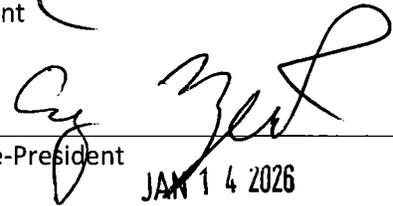
Jan 28/26

Date

SIGNED for the  
Canadian Union of Public Employees,  
Local 401



President



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

JAN 14 2026

Date

JAN 14 2026

**LETTER OF UNDERSTANDING #21**  
**BETWEEN THE**  
**REGIONAL DISTRICT OF NANAIMO**  
**AND THE**  
**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 401**

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**RE: REINTEGRATION OF ILL OR INJURED WORKERS**

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

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

The Regional District of Nanaimo will develop policy and procedures to deal with disabled workers to ensure consistency in process, compliance with the requirements of Workers Compensation Act, Bill 41 in British Columbia and maintain the dignity, confidentiality, and privacy of the employee. Under the Act, employers and workers have a duty to cooperate and a duty to maintain employment.

**1. Representatives**

The Employer will appoint an Ability Management Specialist (the "Specialist") to administer the program under the direction of the Manager, Employee Health, Safety and Wellness. The Union will appoint a Union Representative (the "Representative") to support the employee and the return to work and accommodation process. The Representative and the Manager, Employee Health, Safety and Wellness will assist the Specialist on matters of procedure and policy related to the program.

**2. Consultation**

When the Employer considers an employee a candidate for early intervention, the Specialist will communicate with the employee and Manager. The employee has the right to Union representation through the Representative, or their delegate. The Specialist will ensure the return to work and/or accommodation plan will be discussed with the employee, Manager, and Representative prior to implementation. Details of the return to work will be provided in writing to the Representative.

**3. Confidentiality and Privacy**

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

#### 4. **Application**

This program is applied to all CUPE employees, and their entitlements under the program will be consistent with their employment status under Article 3.02 of the Collective Agreement.

#### 5. **Pay and Benefits**

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

#### 6. **Assessments**

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

#### 7. **Postings**

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

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

[Original Signed: May 30, 2024]

SIGNED for the  
Regional District of Nanaimo



Chief Human Resources Officer

Jan 28/26

Date

SIGNED for the  
Canadian Union of Public Employees,  
Local 401



President



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

JAN 14 2026

Date

**LETTER OF UNDERSTANDING #22****BETWEEN THE****REGIONAL DISTRICT OF NANAIMO****AND THE****CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 401**

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**RE: ARENA MAINTENANCE TRAINEE**

1. While it is not the sole requisite qualification, all Arena Maintenance Workers must possess (or acquire as set out below) a Refrigeration Operator's Certificate (or its replacement) (the "Certificate").
2. Where the Employer is unable to recruit a fully certified Arena Maintenance Worker, the Employer will have the discretion to recruit an uncertified Arena Maintenance Worker as a trainee (the "Trainee") for the purpose of supporting the employee's development to obtain the Certificate.
3. All Trainees:
  - a) Will be paid at Pay Band 3 until they acquire the Certificate;
  - b) Must complete the required training to obtain the Certificate, including attending all courses and testing (the "Training"), on their own time, however, should a Trainee be required to attend the Training during their regular hours of work, there will be no loss in pay.
  - c) Must, within one (1) month of the Trainee's start date, register for a Refrigeration Operator's Course for which the Employer will pay the cost.
  - d) Will be scheduled to provide, as soon as possible, the necessary six (6) month's "firing time" in order to qualify the Trainee to write the exam necessary to obtain the Certificate.
  - e) Must set the examination dates for the Certificate no less than three (3) months following completion of their firing time, for which the Employer will pay the fee;
  - f) Notwithstanding clause 9 below, if a Trainee fails an examination, they must rewrite the exam as often as necessary to pass the examination and at the Trainee's own expense; and
  - g) Notify the Employer of all examination dates. Upon receipt of this notice, the Employer will apply and pay for an Interim Certificate which is only valid for twelve (12) months from date of issue (the "Interim Certificate").
4. If necessary, the Employer may, depending upon its assessment of the Trainee's likelihood for success, apply for a second Interim Certificate for an additional twelve (12) month period (which would be at the employee's own expense).

- 5. Upon obtaining the Certificate, the Trainee Arena Maintenance Worker will be classified as an Arena Maintenance Worker under the Parties' Collective Agreement.
- 6. The Parties recognize that the Employer is investing time and resources into training the Trainee for the purpose of retaining the Trainee as an Arena Maintenance Worker. The Parties recognize that it is reasonable for the Trainee to repay to the Employer some or all costs of the Training should the Trainee leave the employment of the Employer for any reason.
- 7. If a Trainee resigns from their employment with the Employer for any reason prior to obtaining the Certificate, the Trainee must reimburse to the Employer within 60 days of the resignation notice:
  - a) The full costs of the Training paid by the Employer; and
  - b) All costs paid by the Employer relating to the Interim Certificate.
- 8. If a Trainee resigns from their employment with the Employer for any reason after obtaining their Certificate, they must reimburse to the Employer within 60 days of the resignation notice:
  - a) The full costs of all Training and Interim Certificates paid by the Employer if they resign within one (1) year of acquiring their Certificate.
- 9. The Parties expressly agree that obtaining the Certificate is a condition of employment as an Arena Maintenance Worker. If the Trainee does not obtain the Certificate within 24 months of the Trainee's start date for any reason, including failure to set examination dates (the "Deadline"), the Parties expressly agree that this will result in the employee's termination of employment with the Employer on the Deadline on non-culpable grounds.

SIGNED for the  
Regional District of Nanaimo



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Chief Human Resources Officer

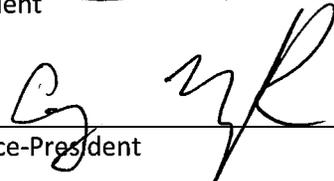
Jan. 28/26

Date

SIGNED for the  
Canadian Union of Public Employees,  
Local 401



\_\_\_\_\_  
President



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

JAN 14 2026

\_\_\_\_\_  
Date

**LETTER OF UNDERSTANDING #23****BETWEEN THE****REGIONAL DISTRICT OF NANAIMO****AND THE****CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 401**


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**RE: ARTICLE 18 – HOURS OF WORK – TRANSIT CUSTOM (HANDYDART) OPERATORS AND DISPATCHERS**

---

It is hereby agreed by the Parties to modify the hours of work for COMMUNITY CUSTOM TRANSIT SERVICES HandyDART Drivers to facilitate their unique operating circumstances. This agreement formalizes an existing operational practice subject to the following conditions:

1. The work week for HandyDART Drivers will normally consist of five eight (8) hour days but may consist where determined to be operationally beneficial, of four ten (10) hour working days within a seven-day work period.
2. Overtime rates will be paid as follows:
 

8 hour days	in accordance with Article 19 of the Collective Agreement
10 hour days	time and one half (1.5x) for the first hour worked beyond 10 hours and double time (2x) for work performed in excess of 11 hours in a work day
3. The work day shall include the equivalent of one paid half hour (1/2) meal break and two ten (10) minute rest periods. The Employer will make best efforts to accommodate the breaks as noted, however, may vary the length and timing of breaks to accommodate operational circumstances. Employees must be available for work during paid meal breaks.
4. Vacation leave, sick leave, and all other leaves of absence (excluding bereavement leave) shall be granted on the basis of working hours rather than working days.
5. Bereavement leave shall be granted on the basis of an eight (8) hour day, or forty (40) hours paid time.
6. Statutory holiday entitlement shall be granted based on a ten (10) hour day if the employee is scheduled to work. If that employee is not scheduled to work, they will be paid eight (8) hours on the basis of an eight (8) hour day.
7. Except as otherwise provided in this agreement, all other provisions of the Collective Agreement apply.
8. This Understanding may be terminated by either party with written notice of thirty (30) days.

SIGNED for the  
Regional District of Nanaimo



Chief Human Resources Officer

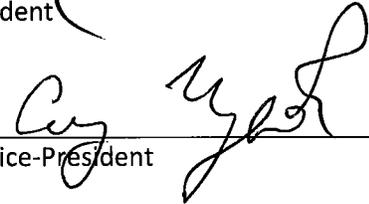
*Jan 28/26*

Date

SIGNED for the  
Canadian Union of Public Employees,  
Local 401



President



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

JAN 14 2026

Date

**LETTER OF UNDERSTANDING #24****BETWEEN THE****REGIONAL DISTRICT OF NANAIMO****AND THE****CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 401**

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**RE: BUILDING OFFICIALS PAY LEVELS**

On February 28, 2017, new provincial qualification requirements for building and plumbing officials established were enacted in the *Building Act*. The Parties agree to implement the following changes to the Building Official classification to reflect the new legislation and to provide a four-level progression system:

1. The Building Official classification will remain one classification with four different levels within the classification. There will be an entry training level. The remaining three levels will require the following minimum qualifications:

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

2. The job description will outline the differences between the minimum qualifications for each of the four levels as follows:

Entry Training Level (Non-Certified Level)

Possession of an interprovincial Trades Qualification in Carpentry or Plumbing, or a diploma from a recognized technical institute in Building Technology; and successful completion of the Building Officials Association of BC (BOABC) Level 1 building specialization exams.

Level 1 Building Official

BOABC Level 1 Certification (i.e. successful completion of the Building Officials Association of BC (BOABC) Level 1 building specialization exams and 2 years prior related work experience).

Level 2 Building Official

BOABC Level 2 Certification (i.e. successful completion of the BOABC Level 2 building specialization exams and 3 years prior related work experience).

Level 3 Building Official

BOABC Level 3 Certification (i.e. successful completion of the BOABC Level 3 building specialization exams and 4 years prior related work experience).

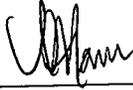
3. The pay rates for the four levels will be established as follows:
- Training Position – Pay Band 13
  - Level 1 Building Official – Pay Band 14
  - Level 2 Building Official – Pay Band 15
  - Level 3 Building Official – Pay Band 16
4. The following current Building Officials are certified Level 3 RBO will have their pay rates green circled at Pay Band 16:
- Michael Foster
5. The following current Building Officials are at Pay Band 14 and 15 effective the date this Letter of Understanding is signed by both Parties:

<b>Pay Band 14</b>	<b>Pay Band 15</b>
• Chantel Opdahl	• Everett Hann
• Alfred Paget	• Riley Baildham
	• Amanda Malczewska
	• Morgan Hass

6. The work performed by the Building Officials as directed by their Manager will correspond with the requisite level they have obtained in accordance with the provincial legislation and as outlined in the job description.
7. Future progressions for Building Officials from one level to another will be effective the date that the individual receives confirmation from BOABC or POABC that they have obtained the new certification level.
8. Future postings to fill vacant Building Official positions will be based on the posting provisions of the Collective Agreement between the Parties.
9. For the purpose of individual development and in the absence of the Superintendent, the senior certified Building Official as designated by the GM, Strategic and Community Development, will be assigned to act in the capacity of Superintendent when required.

Termination of this Letter of Agreement may be initiated by either Party providing 60 days' written notice prior to the expiry of the Collective Agreement. Failure to provide written notice will result in the letter being automatically incorporated in the next Collective Agreement, unless it is amended or terminated at collective bargaining.

SIGNED for the  
Regional District of Nanaimo



Chief Human Resources Officer

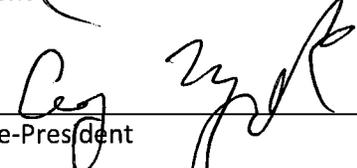
Jan. 28/26

Date

SIGNED for the  
Canadian Union of Public Employees,  
Local 401



President



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

**JAN 14 2026**

Date

**LETTER OF UNDERSTANDING #25****BETWEEN THE****REGIONAL DISTRICT OF NANAIMO****AND THE****CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 401**

---

**RE: JOINT JOB EVALUATION FRAMEWORK**

WHEREAS both Parties are committed to the principle of pay equity; and

WHEREAS the current job evaluation process does not foster collaboration or mutual accountability between the Parties; and

WHEREAS both Parties would benefit from a jointly developed and mutually agreed upon job classification and evaluation framework; and

NOW THEREFORE the Parties agree to collaborate on the joint development of a Job Classification and Evaluation Framework ("Framework") as follows:

- 1) The purpose of the Framework is to provide a standardized, objective and transparent process to evaluate and classify unionized positions in the RDN, which will inform wages rate structures that are equitable, competitive, and aligned with the duties and responsibilities of each position.
- 2) The objectives of the Framework will include the following:
  - a) To create consistent and relevant criteria to evaluate jobs for the purpose of establishing and measuring the relative value and internal equity of jobs to inform equitable and competitive wage rates that are aligned with the duties and responsibilities of each position.
  - b) To provide guidelines as to what constitutes a trigger to engage the Framework generally and pursuant to Article 27.02 specifically.
  - c) To set timelines for the processing of job evaluations under the established criteria.
  - d) To set out rules or guidance regarding any retroactive application of evaluation decisions under the Framework.
  - e) To set out a process and timeframe by which the Framework will be reviewed.
  - f) To set out a dispute-resolution process should the parties disagree on the application of the criteria.

- 3) The Parties will form a working committee comprised of 2 members from each Party by no later than [January 30, 2026], to jointly develop the Framework within 24 months of the ratification of this LOU.
- 4) While the Framework is being developed, Article 27.02 will apply.
- 5) Once the Framework is ratified, the Employer and the Union will re-evaluate all positions on an agreed to schedule.

SIGNED for the  
Regional District of Nanaimo

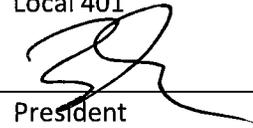
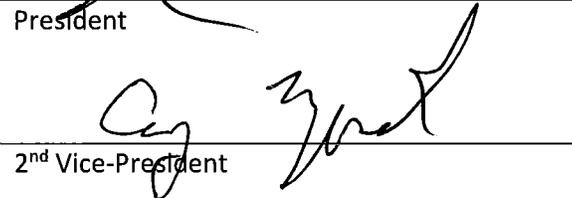


Chief Human Resources Officer

Jan. 28/26

Date

SIGNED for the  
Canadian Union of Public Employees,  
Local 401

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

JAN 14 2026

Date

**SCHEDULE 'A'****40 HOURS PER WEEK CLASSIFICATIONS:****FACILITIES AND FLEET**

Building Operator

**RECREATION AND PARKS**

Aquatic Maintenance Worker

Aquatic Program Assistant

Aquatic Team Lead

Arena Maintenance Worker

Building Services Worker

Chief Facilities Operator

Lifeguard/Instructor I

Lifeguard/Instructor II

Natural Areas Operations Coordinator

Parks Operations Coordinator

Parks Stewardship Coordinator

Parks Technician

Recreation Receptionist

Skate Attendant

Summer Leaders

**REGIONAL AND COMMUNITY UTILITIES**Administrative Coordinator, Pollution  
Control Centres

Building Operator

Chief Electrician

Chief Laboratory Technician

Chief Millwright

Chief Operator – Water Services

Chief Operator – Wastewater

Electrician

Junior Utilities Operator

Laboratory Technician

Millwright

Operator Trainee

Operator 1

Operator 2

Operator 3

Senior Operator – Wastewater Services

Senior Operator - Utilities

Solid Waste Operations Coordinator

**REGIONAL AND COMMUNITY UTILITIES (cont'd)**

Utilities Coordinator

Utilities Operator in Training

Senior Electrician

Senior Laboratory Technician

Senior Millwright

Transfer Station Maintenance Worker

**TRANSPORTATION SERVICES**

Bodyshop Person

Chief Mechanic

HandyDART Driver

Mechanic Helper

Road Support Agent

Serviceperson

Serviceperson Operator

Shop Chargehand

Smartbus Technologies Coordinator

Transit Trainer

Transit Operations Supervisor, Conventional

Transit Operations Supervisor, Custom

Transit Training Coordinator

Transportation Services Dispatcher

Mechanic, Transportation Services

**SOLID WASTE SERVICES**

Administrative Clerk, Solid Waste Facilities

Chief Equipment Operator

Environmental Technician

Environmental Technologist

Heavy Equipment Operator

Landfill Attendant

Landfill Maintenance Worker/Equipment  
Operator

Landfill Operations Maintenance Worker

Scale Attendant

Scale Clerk

Solid Waste Compliance Officer

Mechanic, Solid Waste Services

**SCHEDULE 'B'****35 HOURS PER WEEK CLASSIFICATIONS:****ADMINISTRATION/FINANCE**

Accountant  
 Accounting Clerk  
 Accounting Services Coordinator  
 Accounting Technician  
 Administrative Assistant, Corporate  
 Administrative Associate  
 Administrative Associate, Legislative Services  
 Business Applications and Database Specialist  
 Business Solutions Specialist  
 Client Services Assistant  
 Client Services Coordinator  
 Curbside Administrative Clerk  
 Curbside Collections Clerk  
 Financial Analyst I  
 Financial Analyst II  
 Financial Systems Coordinator  
 GIS Analyst  
 GIS Coordinator  
 GIS Technician  
 Information Systems Technologist  
 Information Systems Technician  
 Legislative Services and FOIPP Clerk  
 Payroll Coordinator  
 Payroll Technician  
 Senior Business Solutions Specialist  
 Special Projects Assistant  
 Special Projects Coordinator  
 Technical Services Coordinator

**BUILDING INSPECTION and ENFORCEMENT**

Building Services Coordinator  
 Building Official, Supervisor  
 Building Official, Training Position  
 Building Official, Level 1  
 Building Official, Level 2  
 Building Official, Level 3  
 Bylaw Enforcement Officer  
 Senior Bylaw Enforcement Officer

**EMERGENCY SERVICES**

Emergency Planning Coordinator  
 FireSmart Coordinator

**PLANNING**

Climate Action Outreach Coordinator  
 Climate Change and Resilience Coordinator  
 Board of Variance Secretary  
 Planner  
 Planning Technician  
 Senior Planner

**RECREATION AND PARKS**

Parks and Trails Coordinator  
 Parks Planner  
 Recreation Allocations Clerk  
 Recreation Coordinator  
 Recreation Program Assistant  
 Recreation Reception Supervisor  
 Senior Parks Planner

**REGIONAL AND COMMUNITY UTILITIES**

Drinking Water/Watershed Protect. Program Coord.  
 Drinking Water and Watershed Outreach Program Coord.  
 Drinking Water and Watershed Stewardship Program Coord.  
 Engineering Technician  
 Engineering Technologist  
 Monitoring Network Coordinator  
 Program Coordinator – Operations  
 Program Coordinator – Systems  
 Program Coordinator – Communications  
 Project Coordinator – Capital Project Delivery  
 Special Projects Coordinator

**SOLID WASTE SERVICES**

Solid Waste Planner  
 Zero Waste Coordinator

**SCHEDULE 'C'**

<b>Pay Band</b>	<b>Classification</b>	<b>Jan. 1, 2025 4%</b>	<b>Jan. 1, 2026 6%</b>	<b>Jan. 1, 2027 5%</b>
17	Building Official Supervisor Climate Change and Resilience Coordinator Senior Business Solutions Specialist Senior Bylaw Enforcement Officer Senior Parks Planner Senior Planner	\$52.64	\$55.80	\$58.59
16	Accountant Building Official, Level 3 Business Applications & Database Specialist Chief Electrician Chief Laboratory Technician Chief Millwright Financial Analyst II GIS Coordinator Program Coordinator – Operations Program Coordinator – Systems Program Coordinator - Communications Solid Waste Planner Chief Operator – Wastewater Chief Operator – Water Services Zero Waste Coordinator	\$50.28	\$53.30	\$55.97
15	Building Official, Level 2 Drinking Water/Watershed Protection Program Coordinator Financial Systems Coordinator Parks Planner Parks and Trails Coordinator Planner Senior Electrician Technical Services Coordinator	\$48.06	\$50.94	\$53.49
14	Building Official, Level 1 Environmental Technologist Financial Analyst I GIS Analyst Natural Areas Operations Coordinator Parks Operations Coordinator Project Coordinator – Capital Project Delivery Senior Laboratory Technician Senior Millwright Senior Operator – Wastewater Services Utilities Coordinator	\$46.38	\$49.16	\$51.62

**SCHEDULE 'C'**

<b>Pay Band</b>	<b>Classification</b>	<b>Jan. 1, 2025 4%</b>	<b>Jan. 1, 2026 6%</b>	<b>Jan. 1, 2027 5%</b>
13	Accounting Services Coordinator Building Official, Training Position Business Solutions Specialist Client Services Coordinator Information Systems Technologist Legislative Services & FOIPP Clerk Payroll Coordinator Recreation Coordinator	\$44.78	\$47.47	\$49.84
12	Chief Facilities Operator Electrician Laboratory Technician Millwright Operator 3 Senior Utilities Operator	\$43.20	\$45.79	\$48.08
11	Accounting Technician Building Operator Building Services Coordinator Bylaw Enforcement Officer Climate Action Outreach Coordinator Drinking Water and Watershed Outreach Program Coordinator Drinking Water and Watershed Stewardship Program Coordinator Engineering Technician FireSmart Coordinator GIS Technician Information Systems Technician Monitoring Network Coordinator Parks Stewardship Outreach Coordinator Parks Technician Payroll Technician Planning Technician Smartbus Technologies Coordinator Solid Waste Compliance Officer Solid Waste Operations Coordinator Special Projects Coordinator Transit Operations Supervisor, Conventional Transit Operations Supervisor, Custom Transit Training Coordinator	\$41.79	\$44.30	\$46.52

**SCHEDULE 'C'**

<b>Pay Band</b>	<b>Classification</b>	<b>Jan. 1, 2025 4%</b>	<b>Jan. 1, 2026 6%</b>	<b>Jan. 1, 2027 5%</b>
10	Administrative Associate, Legislative Services Emergency Planning Coordinator Recreation Reception Supervisor Road Support Agent Transportation Services Dispatcher Utilities Operator	\$39.71	\$42.09	\$44.19
9	Accounting Clerk Administrative Clerk, Solid Waste Facilities Administrative Coordinator, Pollution Control Centres Aquatic Team Lead Curbside Administrative Clerk Curbside Collection Clerk Heavy Equipment Operator Operator 2 Scale Clerk	\$38.28	\$40.58	\$42.61
8	Administrative Associate Aquatic Program Assistant Chief Equipment Operator Client Services Assistant Junior Utilities Operator Recreation Allocations Clerk Transit Trainer	\$36.98	\$39.20	\$41.16
7	Administrative Assistant, Corporate Arena Maintenance Worker Board of Variance Secretary HandyDART Driver Serviceperson Operator	\$36.06	\$38.22	\$40.13
6	Landfill Maintenance Worker/Equipment Operator Operator 1	\$35.14	\$37.25	\$39.11
5	Aquatic Maintenance Worker Building Services Worker Serviceperson Transfer Station Maintenance Worker Landfill Operations Maintenance Worker	\$34.22	\$36.27	\$38.08

**SCHEDULE 'C'**

<b>Pay Band</b>	<b>Classification</b>	<b>Jan. 1, 2025 4%</b>	<b>Jan. 1, 2026 6%</b>	<b>Jan. 1, 2027 5%</b>
4	Recreation Receptionist Utilities Operator in Training	\$33.33	\$35.33	\$37.10
3	Operator Trainee Recreation Program Assistant Scale-Attendant	\$32.41	\$34.35	\$36.07
2	Landfill Attendant	\$31.48	\$33.37	\$35.04
1		\$30.58	\$32.41	\$34.03

**MECHANICS AND SUPPORTING POSITIONS - RATES OF PAY**

Classification	Jan. 1, 2025	Jan. 1, 2026	Jan. 1, 2027
	4%	6%	5%
Chief Mechanic, Transit	\$53.78	\$57.01	\$59.86
Bodyshop Person	\$48.89	\$51.82	\$54.41
Mechanic, Solid Waste Services	\$48.89	\$51.82	\$54.41
Mechanic, Transportation Services	\$48.89	\$51.82	\$54.41
Shop Chargehand	\$48.89	\$51.82	\$54.41
Mechanic Helper	\$39.11	\$41.46	\$43.53

**RECREATION AND PARKS - RATES OF PAY**

Classification	Jan. 1, 2025	Jan. 1, 2026	Jan. 1, 2027
	4%	6%	5%
Lifeguard/Instructor II	\$28.81	\$30.54	\$32.07
Summer Leader II	\$27.31	\$28.95	\$30.40
Lifeguard/Instructor I	\$23.52	\$24.93	\$26.18
Summer Leader I	\$22.33	\$23.67	\$24.85
Skate Attendant	\$21.93	\$23.25	\$24.41

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*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.*

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