

AGREEMENT

between

**THE NANAIMO ECONOMIC DEVELOPMENT
CORPORATION**



and

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



January 1, 2015 – December 31, 2017

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THIS AGREEMENT effective January 1, 2015

BETWEEN:

THE NANAIMO ECONOMIC DEVELOPMENT CORPORATION
(Hereinafter called the "Employer")

OF THE FIRST PART
AND:

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

OF THE SECOND PART

WHEREAS it is the desire of both Parties to this Agreement;

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

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

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS OF EMPLOYEE STATUS AND BENEFIT ENTITLEMENT

(a) Permanent Full-Time Employees

Permanent Full-Time Employees are those who are regularly scheduled to work on a full-time basis. Full time employees shall work thirty-five (35) hours per week under this agreement.

BENEFIT ENTITLEMENT

Permanent Full-Time Employees are entitled to all benefits of this Agreement except those specifically excluded during probation. Employee benefits (Article 26) shall be available on the first day of the month following completion of the probationary period.

(b) Permanent Part-Time Employees

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

BENEFIT ENTITLEMENT

- (i) Permanent Part-Time Employees with one-half or more than one-half full-time permanent hours are entitled to all benefits of this Agreement subject to statutory and carrier limitations except that sick leave, vacations and statutory holidays shall be pro-rated. Employee benefits (Article 26) shall be available on the first day of the month following completion of the probationary period.
- (ii) Permanent Part-Time Employees with less than one-half full-time permanent hours shall not be entitled to employee benefits (Article 26) other than sick leave, vacation, statutory holidays and other benefits required by statute. Sick leave, vacations and statutory holidays shall be pro-rated.
- (iii) Part-Time Employees who refuse full-time jobs for which they are qualified shall not have the right to bump a Permanent Full-Time Employee.
- (iv) Permanent Part-Time Employees shall be given first opportunity, in seniority order, to work additional regular straight-time hours (i.e. hours that are in addition to their normally and regularly scheduled shift hours) which become available, provided:
 - The Employer shall maximize the normal and regular straight time hours of permanent part-time employees when it schedules these employees to work in their current classification, before it makes additional hours available under this Section 1(b)(iv).
 - In order to be considered for additional work under this Subsection 1(b)(iv), employees must have the skill, knowledge and ability perform the work in question.

- In order to be considered for additional work under this Subsection 1(b)(iv), employees must be available to perform the work in question, as and when the Employer requires such work to be performed. For purposes of this Subsection, an employee is deemed unavailable for additional work if he/she is already scheduled to work during the time when the Employer requires such additional work to be performed. This notwithstanding, the parties may mutually agree, on a case by case without prejudice basis, to permit an employee to avail of additional work even though the employee is already scheduled.
- No overtime or other costs will be incurred either directly as a result of assigning work in accordance with this Subsection 1(b)(iv).

(c) Probationary Employees

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

BENEFIT ENTITLEMENT

During the probationary period, employees shall be entitled to all rights and privileges of this Agreement except with respect to discharge and employee benefits (Article 26). Benefits shall not be retroactive.

(d) Temporary Employees

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

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

BENEFIT ENTITLEMENT

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

Temporary employees who are selected for posted permanent positions will have their permanent employee seniority date backdated to include an accumulation of their previous days actually worked.

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

(e) Casual Employees

Casual Employees are those who are employed at an hourly rate on an intermittent basis, to perform specific short-term or occasional functions, not to exceed thirty (30) days.

BENEFIT ENTITLEMENT

Casual Employees are entitled to the regular wage levels for their duties available under the Agreement. Casual Employees will not accrue seniority and are not eligible for employee benefits under the Agreement (Articles 21 and 26) or any other benefits that extend payment beyond the initial period of employment). Casual Employees shall be paid ten and four tenths percent (10.4%) in lieu of all of the benefits and other perquisites provided under this Agreement (i.e. annual vacations, statutory holidays, sick leave, group life insurance, medical insurance and extended health benefits as applicable.)

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

(f) Recognition of Former Service for Seniority Purposes

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

(g) Volunteers

- (i) Paid positions that are vacant or where the employee is off work for an approved reason shall not be backfilled by volunteer staff.
- (ii) Volunteers may not be utilized should the NEDC experience layoffs nor shall they be permitted to work during legal work stoppages.
- (iii) It is understood that volunteers may be utilized for visitor information front desk services at kiosks or for special events only.
- (iv) The use of volunteers shall be permitted with the mutual agreement of the parties and shall not be unreasonably denied.

2. MANAGEMENT RIGHTS

(a) Management Rights

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

(b) Not Discriminatory

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

3. RECOGNITION AND NEGOTIATIONS

Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 401 as the sole and exclusive collective bargaining agency for all of its employees as defined by the appropriate Labour Relations Board certification and hereby consents and agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the Parties to this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

4. NO DISCRIMINATION

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

5. UNION SECURITY

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

6. CHECK-OFF OF UNION DUES

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

7. NEW EMPLOYEES

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

On commencing employment, the employee's immediate supervisor shall introduce the new employee to their Union 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 CEO or designate to the President and the 1st Vice President of the Union, with a copy sent to the 2nd Vice-President of the Nanaimo Economic Development Corporation Unit.

9. LABOUR MANAGEMENT COMMITTEE

A Labour Management Committee shall be established consisting of a maximum of two (2) representatives of the Union and a maximum of two (2) representatives of the Employer. The Committee shall enjoy the full support of both Parties in the interests of improved service to the public, and job security of the employees.

10. LABOUR MANAGEMENT RELATIONS

The Employer and the Union will each appoint and maintain a Bargaining Committee (hereinafter referred to as the "Bargaining Committee"). The Bargaining Committee shall consist of a Committee of the Employer together with up to two (2) members selected by the Union, at least one of whom shall be a Nanaimo Economic Development Corporation employee.

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

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

11. RESOLUTIONS AND REPORTS OF THE EMPLOYER

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

12. GRIEVANCE PROCEDURE

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

Step 1

The aggrieved employee(s) shall, with the Union representative in attendance, first attempt to resolve the dispute within twenty (20) working days of the occurrence of the incident giving rise to the grievance or twenty (20) work days of the time that the employee should have reasonably known of such incident, with the immediate non-bargaining unit supervisor. If the matter is not resolved within five (5) working days of its submission, the matter shall be reduced in writing and be submitted to the next step within a further ten (10) working days. The Union shall advise the Employer in writing as to the article(s) violated and/or on what general grounds the grievance is based.

Step 2

After the grievance has been submitted by the Union to the Chief Executive Officer of the NEDC (CEO) or designate, a second step meeting will be held between the parties. The CEO or designate will respond in writing stating the NEDC's Step 2 position within seven (7) working days of the Step 2 meeting. If the grievance is not satisfactorily resolved, or it is not withdrawn, the dispute shall be submitted to Arbitration in accordance with Step 3 below.

Step 3

- (i) If the Parties fail to reach a satisfactory resolution to the grievance within the seven (7) working days referred to in Step 2 or such longer time as is mutually agreed to, the matter shall be referred to a single, one person Arbitrator who may be appointed, if it is mutually agreeable to both Parties, failing such agreement the matter shall be referred to an Arbitration Board no later than twenty (20) working days after the completion of the third step, consisting of two (2) members and a Chairperson to be chosen in the following manner:
- (a) Each Party to this Agreement shall appoint an Arbitrator and the two (2) Arbitrators so appointed shall appoint a Chairperson, but should they fail, the Minister of Labour of British Columbia shall be asked to appoint a Chairperson.
- (ii) The Arbitration Board shall then proceed to hear the Arbitration and shall render its decision within fifteen (15) work days from the date of the hearing or such longer period as the Parties shall agree to.
- (iii) The decision of any two (2) members of the Board shall be the decision of the Board and shall be final and binding on the Parties, providing that if there is no majority decision, the decision of the Chairperson shall be the

majority decision. The Arbitrator/Arbitration Board shall not have the power to change this Agreement by adding, deleting, amending, altering or modifying any of its terms and conditions.

(iv) Each Party will bear the cost of remuneration and expenses of the Arbitrator it appoints and one-half (½) of the remuneration and expenses of the Chairperson and other expenses of the Board.

(b) It is mutually agreed that the time limits as contained herein may be extended by mutual agreement. Union grievances may be filed at Step 2.

13. DISCHARGE, SUSPENSION AND DISCIPLINE

(a) Warnings

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

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

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

(d) Discharge Procedure

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

(e) Crossing of Picket Lines During Strike

No employee shall be required to cross a picket line arising out of a labour dispute.

14. SENIORITY

(a) Seniority Defined

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

(b) Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January and July of each year.

(c) Probationary Employees

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

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

An employee shall only lose seniority in the event of:

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

15. PROMOTIONS AND STAFF CHANGES

(a) Job Postings

Where a vacancy or new position of a permanent nature is to be filled in the bargaining unit, notice thereof shall be posted in all departments of the Employer covered by this Agreement for at least seven (7) consecutive calendar days. Vacancies and new positions shall be posted under this article within sixty (60) calendar days after the Employer has determined that the applicable permanent position is to be filled, provided it is understood that the rate of pay for the position may be established through the Job Evaluation process after it has been posted and/or filled. Such notices shall set forth the rate of pay for the position (interim rate if applicable) and the applicable Job Description shall be attached to the posting.

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

(i) The skill, knowledge and ability for vacancies posted under this Article must be bona fide (i.e. they shall be those necessary to perform the job function and they shall not be established in an arbitrary or discriminatory or bad faith fashion.)

(ii) The following preferences shall apply in rank order when filling posted vacancies:

- Permanent employees who have completed their probation period and who have a posted permanent position shall receive preference over other applicants, provided they have the required skill, knowledge and ability. When the skill, knowledge and ability of two (2) or more permanent employees covered by this Subsection are relatively equal, seniority shall be the determining factor.
- Temporary and casual employees are deemed external applicants for purposes of filling posted vacancies under this Agreement.

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

(d) Acting Pay

If no applicant is appointed to a vacant position in accordance with Article 15(b), then consideration for promotion may be given at the discretion of the Employer to applicants who do not possess the required qualifications. Such appointment shall be on an acting basis. Where the acting appointment is made, the employee shall be given a specified period of time in which to qualify. Upon completion of the required qualification they will receive permanent status in the position. Failure to complete the qualifications will return the employee on acting status to their former classification and the position will be re-posted as a vacancy.

(e) Trial Period

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

(f) Request for Alternate Employment

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

(g) Temporary Vacancies

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

The postings of temporary vacancies under this Section [15(g)] shall identify, with as much precision as reasonably possible, the particular work the successful applicant will be performing.

(h) In the case of a job posting appointment grievance filed on behalf of a member, the employer agrees to provide the Union with access to any and all documents or other material used in the determination of the successful applicant for the challenged job competition.

16. LAYOFFS AND RECALLS

(a) Definition of Lay Off

A lay off is defined as a reduction in the permanent work force, or a reduction in the hours of work of permanent employees.

(b) Role of Seniority in Lay Off

- (i) Both Parties recognize that job security shall increase in proportion to length of service.
- (ii) 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.
- (iii) The above right to bump includes the right to bump down or laterally. The Employer must be notified within five (5) days by the Union or the employee of where the bumping will occur, unless such notice is not reasonably possible. Any employee displaced by this procedure shall be entitled to the same bumping rights.
- (iv) Should a layoff occur, the temporary and casual employees working shall be terminated prior to the permanent employees being laid off provided such permanent employees are qualified to perform the work in question. Permanent employees who displace temporary or casual employees under this sub-section, shall be eligible for recall while working in such temporary or casual capacity. When the temporary or casual work comes to an end, the permanent employee performing such work shall be laid off and placed on the recall list, at that time.

(c) Advance Notice of Lay Off

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

(d) Recall Procedure

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

(e) No New Employees

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

17. HOURS OF WORK

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

A normal working week for NEDC office staff shall consist of five (5) normal working days Monday through Friday.

(b) A normal working day for NEDC office employees shall consist of seven (7) consecutive working hours between the hours of 8:00 a.m. and 5:00 p.m. with a lunch period of one (1) hour.

(c) (i) A normal working week for permanent full-time staff employed to distribute information from remote locations (i.e. Kiosks) shall consist of five (5) days, seven (7) consecutive hours per day between the hours of 6:00 a.m. and 9:00 p.m. with a lunch period of one (1) hour.

(ii) A normal work week for all staff not covered under article (a) or (b) may consist of less than five (5) days per week and less than seven (7) consecutive hours per day but under no circumstances shall a shift be less than four (4) hours per day between the hours of 6:00 a.m. and 9:00 p.m. No permanent staff under this article shall be required to work split shifts. Split shifts are permitted for Casual or Temporary Staff not back-filling a permanent vacancy but in no case shall the hours in the day be less than four (4) hours of work in an eight (8) hour period between 6:00 a.m. and 9:00 a.m.

(d) If the Employer develops an operational need to change the hours of an employee covered by either 17(b) or 17(c) no such change will be implemented until mutual agreement has been reached by the Parties.

(e) Rest Periods

The Employer shall arrange that during each working day there shall be two (2) ten (10) minute rest periods for all employees.

- (f) Flexible working schedules deviating from those specified in this Agreement may be established to meet the unique operating circumstances of different functions or groups with the mutual agreement of the Employer, the Union and the employee(s) affected.

These flexible schedules may include traditional Flex Time proposals or Job Share Arrangements. The parties agree that any proposals must be relatively cost neutral, match organizational beliefs as outlined in the preamble of the agreement or add to operational priorities. Proposals of this nature must be agreed between the Employer, the Union, and any staff affected prior to being implemented and must contain a review period with the proposal along with a tentative schedule. The parties agree that any denials of Flex time or job share proposals will include the rationale for the denial in order to allow the employee(s) to attempt to address any concerns. Requests shall not be unreasonably denied by either Party to the agreement.

18. OVERTIME

- (a) Overtime shall be defined as all work in excess of the applicable normal and/or regularly scheduled work day or the applicable normal and/or regularly scheduled work week as set out in Article 17.
- (b) Overtime rates shall be time and one-half for the first three (3) hours and double time (2X) thereafter for each assignment.
- (c) All overtime performed by employees on Saturdays, Sundays and statutory holidays shall be paid at the rate of double time (2X), with the exception that overtime performed between the hours of 8:00 a.m. and 4:30 p.m. on Saturdays shall be paid at the rate of time and one-half (1.5X). This Section does not apply to employees who are required to work on Saturdays and/or Sundays as part of their regularly scheduled hours of work. Double time (2X) on statutory holidays shall be in addition to statutory holiday pay.
- (d) In the event an employee is called back to work from annual vacation for emergency duty, the employee shall be paid at the rate of double time (2X) for the number of days worked and shall also be entitled to receive the unused number of days of annual vacation credits remaining when recalled for duty. If an employee is called back for emergency duty for only one day or part of any week of annual vacation, the employee will be permitted to work the balance of that week and shall be paid double time (2X) for the number of days worked. The employee shall also be entitled to receive the unused number of days of annual vacation credits remaining when called back for emergency duty.

(e) Accumulated Overtime

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

No time off will be allowed in lieu of overtime between June 1st and September 1st unless a waiver of these regulations is obtained from senior management and must be attributable to extenuating circumstances.

All accumulated overtime shall be taken as time off at a mutually acceptable time no later than the month of May 31st, for the previous years' overtime.

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

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

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

19. HOLIDAYS

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

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

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

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

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

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

20. VACATIONS

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

- (a) Vacation entitlement shall be based on a calendar year, in accordance with provisions of clause (c) of this Article. Permanent employees shall be eligible for their full entitlement commencing January 1st of each calendar year, to be paid at the classified rate for that year. Employees shall use their entitlement in the current year, to be scheduled during mutually agreed time periods.
- (b) Upon written request to the employer by December 15th of any year, employees will have the option of carrying over and banking up to five (5) days per year of their annual vacation entitlement, however they must first use a minimum of fifteen (15) days per year of their vacation entitlement. Approval of an application to access an employee's vacation bank will be at the Employer's discretion. Vacation entitlement must be taken as time off only. This notwithstanding, when for operational or health reasons, an employee cannot take their vacation in any year, the employee shall be paid out for all such vacation not taken as soon as operationally possible following December 31st of that year, except for vacation carried over as above. This payout does not apply when an employee has commenced their vacation and subsequently becomes sick or injured during such vacation. The Employer may require employees to provide medical documentation certifying that they have such health problems.
- (c) All permanent employees shall receive annual vacation as follows:

During first calendar year	3 weeks	6% of regular wages
	pro-rated at	
During second to fifth calendar years	3 weeks	6% of regular wages
During sixth to thirteenth calendar years	4 weeks	8% of regular wages
During fourteen to twentieth calendar years	5 weeks	10% of regular wages
During twenty-first and subsequent calendar years	6 weeks	12% of regular wages

- (d) Senior employees shall be given preference in the selection of vacation periods, provided the Employer is advised of the selection of periods by March 15. The Employer shall make all reasonable efforts to provide a response on or before March 31.
- (e) Employees may elect to take vacation during separate periods, rather than during one unbroken period, provided the periods are a minimum of one full work week, or multiples of a full work week. Notwithstanding this clause, the Employer may, at its discretion, allow vacation to be taken in periods of less than one week, but in no case shall any such period be less than one full hour.
- (f) The Employer agrees that an employee's rest days immediately preceding and/or immediately following and contiguous with a period of vacation or a holiday when such holiday is included in the period of vacation, are an employee's free time to be enjoyed at the employee's discretion as part of the vacation break.

21. SICK LEAVE PROVISIONS

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

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

- (b) In addition to the annual sick leave to which any employee is entitled under this Section, employees shall be entitled to any accumulated sick leave standing to their credit as provided in the following paragraph, provided that in any case where there is an accumulation of sick leave, any sick leave used in any calendar year shall not be taken from such accumulation until the sick leave to which the employee is entitled in respect of that year has been exhausted.
- (c) In addition to existing sick leave credits, employees shall receive one hundred percent (100%) accrual of unused sick leave allotment for their future benefit during their term of employment with the Employer.

- (d) Any employee who is considered by the Employer to be guilty of abusing the privileges of this Section may be immediately suspended by the Employer.
- (e) All permanent employees after completion of seven (7) years continuous service, shall, upon retirement, other than voluntary severance of service or dismissal for cause, be paid a gratuity for the unused balance of sick leave, if any, due them at that time up to a maximum of sixty (60) days. In the event of death of any employee before retirement, a gratuity based on the unused balance of sick leave shall not be paid to an estate, but shall be paid to a surviving spouse, or in the event of there being no surviving spouse, be paid at the discretion of the Employer to a child, brother, sister or parent of such employee who was dependent on the employee for support at the time of death.
- (f) Gratuity payments for unused sick leave as shown in clause 21 (e) shall not be affected by the Act providing an employee meets the other requirements for retirement as defined in the B.C. Pension (Municipal) Act.
- (g) Except as provided below, the rate paid on sick leave shall be the employee's classified rate of pay. In the event that an employee becomes ill while working in a temporary or substitution pay position, the rate of pay while on sick leave shall be the rate applicable on the last day worked prior to the sick leave, provided in the case of substitution pay only, the employee has been substituting in such position a minimum of five (5) working days. This rate shall apply only for the duration of the period that the employee would have worked in the temporary or substitution position.
- (h) Sickness or disability resulting from an accident suffered or incurred while engaged in carrying out duties shall not constitute a ground for the discharge of any employee, provided it is possible for such employee, in the opinion of the Medical Officer of the Employer to, upon recovery, carry on duties in the service of the Employer and if the said Medical Officer is of the opinion that the employee is physically and mentally fit to perform the duties of such position, such employee shall continue in the position held prior to such sickness or accident.

22. LEAVES OF ABSENCE

(a) Paid Union Business

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

(b) Unpaid Union Business

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

(c) Leave for Union Members

Any employee who is elected or selected for a full time position with the Union or 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 (1) year. Such leave may be renewed each year during their term of office.

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

(d) Bereavement Leave

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

In this Article, sister-in-law, brother-in-law, parents-in-law, and step-parents include married and common-law relationships.

Common-law spouse as used in this Article shall mean a person who continues to and has co-habitated with an employee for a period of at least one (1) year and who is publicly represented as a spouse.

(e) Family Illness

Employees shall be entitled to use a maximum total of five (5) days of their annual sick leave entitlement per year, irrespective of the number of individuals or incidents involved, in the case of illness of a dependent child, when no one at an employee's home other than the employee can provide for the needs of such child, or in the case of serious (life threatening) illness of other members of an employee's immediate family, as defined in Article 22(d).

(f) Exceptions During Vacation

When an employee qualifies for bereavement leave or is admitted to hospital during their period of vacation, there shall be no deduction from their vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date.

(g) Jury Duty

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

(h) General Leave

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

(i) Promotion to Management Position

Any member promoted from within the bargaining unit to a management position shall be granted a leave of absence of one (1) year with the right to return as a member of the bargaining unit within such time without loss of benefits or seniority.

(j) Pregnancy Leave

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

(a) beginning

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

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

(b) ending

(i) no earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period, and

(ii) no later than seventeen (17) weeks after the actual birth date

(2) An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.

- (3) An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under subsection (1) or (2) above.
- (4) A request for leave must
 - (a) be given in writing to the employer,
 - (b) if the request is made during the pregnancy, be given to the employer at least four (4) weeks before the day the employee proposes to begin leave, and
 - (c) if required by the employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (3) above.
- (5) A request for a shorter period under subsection (1) (b) (i) above must
 - (a) be given in writing to the employer at least one (1) week before the date the employee proposes to return to work, and
 - (b) if required by the employer, be accompanied by a medical practitioner's certificate stating the employee is able to return to work.

Employment during Pregnancy

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

(k) Parental Leave

- (1) An employee who requests parental leave under this section is entitled to,
 - (a) for a birth mother who takes pregnancy leave under section 22(j) above in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-five (35) consecutive weeks of unpaid leave beginning immediately after the end of the pregnancy leave taken under section 22(j) above, unless the employer and employee agree otherwise,
 - (b) for a birth mother who does not take pregnancy leave under section 22(j) above in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after the event,

- (c) for a birth father, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event, and
 - (d) for an adopting parent, up to thirty-seven (37) consecutive weeks beginning within fifty-two (52) weeks after the child is placed with the parent.
- (2) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (1).
- (3) A request for leave must
- (a) be given in writing to the employer,
 - (b) if the request is for leave under subsection (1)(a) or (b), be given to the employer at least four (4) weeks before the employee proposes to begin leave, and
 - (c) if required by the employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
- (4) An employee's combined entitlement to leave under this section 22(j) and pregnancy leave under section 22(j) is limited to fifty-two (52) weeks, plus any additional leave the employee is entitled to under subsection 22(j) (3) or subsection (2) of this section.

(l) Employment Deemed to be Continuous

- (1) The services of an employee who is on pregnancy/parental leave under this Article are deemed to be continuous for the purposes of:
- (a) calculating annual vacation entitlement, and
 - (b) any pension, medical or other plan beneficial to the employee.
- (2) In the following circumstances, the Employer must continue to make payments to the health and welfare benefit plans and pension as though the employees were not on leave:
- (a) if the Employer pays the total cost of the plan;
 - (b) if both the Employer and the employee pay the cost of the plan and the employee chooses to continue to pay the employee's share of the cost.
- (3) The employee is entitled to all increases in wages and benefits the employee would have been entitled to had the leave not been taken.

- (4) Subsection (1) above does not apply, if the employee has, without the Employers consent, taken a longer leave than is allowed under sections 22(j) and 22(k) above.

23. PAYMENT OF WAGES AND ALLOWANCES

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

- (b) **Call Out Pay**

- (i) Defined - Call out is defined as unscheduled overtime work which is not contiguous to an employee's scheduled shift.
- (ii) Employees required to work on "call out" shall be paid for four (4) hours at regular rates of pay or for the actual time worked at applicable overtime rates, whichever is the greater.

- (c) **Overtime Meal Allowance**

An employee shall be entitled to receive a meal allowance in the amount of seventeen dollars (\$17.00) unless a meal has been provided.

- (i) A meal allowance is intended to compensate an employee for the expense of a meal during unscheduled overtime shifts.
- (ii) Where an employee is required to work overtime in conjunction with their normal working day, one meal allowance will apply after three (3) hours of overtime worked and each additional four (4) hours of overtime worked thereafter.
- (iii) Where an employee is called out, one meal allowance will apply, and after a minimum of three (3) hours worked.
- (iv) In the case of a call-out overtime shift being longer than a normal working day, the employee would be entitled to two (2) meal allowances. One allowance would apply after the first three (3) hours and one allowance after each additional (7) hours worked thereafter.
- (v) Under no circumstances will a meal allowance apply during regularly scheduled shifts.

(d) Rates for Lead Hand

When the employer requires an employee to perform some of the duties of a supervisory nature, compensation in the form of ten percent (10%) on top of the employee's regular rate of pay will apply and in the following circumstances.

- (i) When an employee is directed to perform these tasks by a representative of the employer.
- (ii) This Article is not intended to interfere with or compromise the practice of substitution pay where applicable as per this Agreement.

(e) Wage Schedule

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

(f) Substitution Pay

When an employee is required by an official of the Employer to perform the duties of any position superior to that occupied by them for any reason, they shall receive increased pay for the period so worked at the minimum rate of pay for their superior. Provided, that such minimum is greater than already received and provided further that if an employee works one-half ($\frac{1}{2}$) a normal work day at a higher classification, they will receive the higher rate for the day.

(g) Direct Deposit

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

(h) Subrogation Rights

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

- (i) Employees who are required as a condition of employment to have certifications, memberships, tickets or licenses are eligible for the following provisions:
 - (i) The fees, dues, tuition, etc. for the membership, ticket or license shall be paid by the Employer provided the employee successfully completes the requirements for obtaining/maintaining the membership, ticket or license, as applicable.
 - (ii) Employees covered by this Section may apply, along with all other employees, to be covered by various training budgets that the Employer may establish from year to year. Employees approved by the Employer at its discretion to receive funds from its training budgets may, on a case-by-case basis, receive paid time off during their normal working hours (no overtime) to receive approved training.

24. HARASSMENT

- (a) The NEDC and the Union both recognize the right of employees to work in a harassment free environment.
- (b) For the purposes of this Article, “harassment” means:
 - (i) Any unwelcome conduct of a sexual nature, at or related to the workplace, whether intentional or unintentional, that detrimentally affects the work environment or leads to job-related consequences for the victim(s) of the harassment.
 - (ii) Any discriminatory behavior at or related to the workplace, whether intentional or unintentional, that denies an individual their dignity and respect or affects their job security by creating an intimidating, offensive, embarrassing or humiliating work environment.
- (c) Allegations of harassment shall be dealt with in accordance with the NEDC’s Workplace Harassment Policy and/or its current Workplace Harassment Procedures Policy, or such policies as may in the future amend or replace these policies. Any grievance or Human Rights complaint, when applicable, shall be held in abeyance until the completion of investigation process under the above referenced policies.
- (d) Nothing in this Article is to be interpreted or applied so as to limit or restrict in any way the Employer’s ability to exercise, in good faith, its managerial rights and responsibilities.

All personnel have the right to work without harassment. Any complaint alleging harassment will be dealt with in the Grievance Procedure and will commence at Step 2, as outlined in Article 12.

25. JOB CLASSIFICATION AND RECLASSIFICATION

- (a) The Employer will establish job classifications in its operation and the employees appointed to each of such classifications will be paid for all time worked with the Employer while so classified, at the prevailing rate of pay for each such classification. The Employer will endeavour to maintain the number of employees assigned to each classification. A reduction in the number of employees rated in any classification will only be made in the event that the Employer considers such a reduction to be justified owing to the fact that the number of employees in such classification cannot be gainfully employed as such.
- (b) In the event of reduction in classification the employee so affected shall have the opportunity to bump in accordance with Article 16.
- (c) When duties of any job are materially changed, or where the Employer or the Union and/or employee feels a job is incorrectly classified, or when a new job within the bargaining unit is created or established, the rate of pay shall be reviewed, and subject to negotiations between the Employer and the Union. If the Parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the new position was first filled by an employee or, in the case of a revised job, the date upon which the material change occurred.
- (d) The Employer will prepare and submit to the Union a job description for all present Union classifications and for any new Union classification developed during the term of this Agreement.
- (e) The Employer will prepare and submit semi-annually to the Union a computer printout showing members' names, job titles, seniority dates and rates of pay of Union members.

26. EMPLOYEE BENEFITS

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

(b) Medical Insurance

- (i) The monthly contributions for coverage under the Medical Services Plan of B.C. and the Extended Health Benefit Plan on behalf of all permanent employees covered under such plans shall be One Hundred Percent (100%) Employer paid.
- (ii) The monthly contributions to Dental Plan on behalf of all permanent employees covered under the Medical Services Contract shall be paid One Hundred Percent (100%) by the Employer. This plan shall include orthodontic coverage reimbursed by the carrier at the rate of fifty percent (50%) of its approved fee schedule, to a lifetime maximum of three thousand (\$3000.00) for each dependent child, as defined in the plan documents.
- (iii) The Extended Health Benefit Plan shall be amended to include Vision Care coverage in the amount of four hundred dollars (\$400.00) every two (2) years exclusive of optometrist fees. The premium cost for this coverage shall be paid one hundred percent (100%) by the Employer, provided the Employee's share of the EI rebate has first been applied to the cost of providing medical insurance under this Section (b). Should the EI rebate cease, the premium for vision care shall be split 50/50 between the Employer and employees by payroll deduction.

Note: Massage Therapy, Physiotherapy and Psychologist amounts will be increased from four hundred dollars (\$400.00) to five hundred fifty dollars (\$550.00).

(c) Group Life Insurance

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

Basic Plan

Each employee will be covered for one hundred thousand dollars (\$100,000) Group Life and one hundred thousand dollars (\$100,000) Accidental Death and Dismemberment Insurance.

Optional Plan

Each employee may apply for an additional one hundred thousand dollars (\$100,000) Group Life and one hundred thousand dollars (\$100,000) Accidental Death and Dismemberment Insurance. This insurance requires medical evidence of insurability from each applicant and coverage will become effective only with the written approval of the insurer. No employee shall have present benefits reduced by a change in carrier.

Cost

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

(d) Supplementation of Compensation Award

- (i) Employees absent from duty as a result of a compensable illness or injury received while on duty shall have their net take home pay and benefits maintained during such absence, for a period not exceeding twelve (12) months for any one illness or injury, provided monies received from the Workers' Compensation Board shall be remitted to the Employer during that period. In this regard, the normal pensionable earnings of employees covered by this Section shall be maintained. Should any compensable illness or injury be of a longer duration than twelve (12) months, the following sub-section shall apply.
- (ii) Should any compensable illness or injury be of a longer duration than twelve (12) months, employees covered by this Agreement who are unable to attend work because of a disability resulting from such illness or injury shall have their total Medical Services Plan of BC, Superannuation, Group Insurance and Dental Plan (if participating) payments paid by the Employer until the said employee returns to work or until judged medically unfit to resume their present occupation.
- (iii) In the event of sickness of a permanent employee or of a permanent employee being injured during their employment by the Employer or of a permanent employee being temporarily laid off, the Employer will continue to pay on behalf of such employee its share of the monthly contributions under the Medical Services Plan of BC and the Group Insurance Contract and Dental Plan Contract (if participating) while any such employee is on sick leave; and further, that the Employer will continue to pay on behalf of such employee its share of the said contributions for a period of three (3) months immediately following the date of layoff or the date of the expiration of sick leave benefits up to a maximum of three (3) months in any twelve (12) month period, provided, that in all cases the employee or Union shall likewise continue the employee contributions under the said contracts.

(e) Coverage

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

(f) Employee Assistance Plan

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

(g) Long Term Disability

- (i) The actual benefit that may be received under this plan shall be as prescribed in the plan documents entered into with carrier. Should any conflict arise between this Agreement and the plan documents, or should any question arise as to whether an employee is eligible to receive benefits, including the extent of any benefit that may be received, the terms and conditions of the carrier's plan shall apply and shall take precedence. The benefit description set out below is for information purposes only.
- (ii) Employees shall complete a one hundred and twenty (120) calendar day waiting period before an LTD Claim can be approved and receive benefits pursuant to such claim. They may remain on LTD until age sixty-five (65), provided they are deemed by the carrier to be totally and permanently disabled and unable to do any job or occupation for which they are reasonably suitable after two (2) years on claim. The LTD benefit level shall be sixty percent (60%) of the eligible employee's normal basic earnings, to a maximum of twenty-five hundred dollars (\$2500) per month.
- (iii) The Employer shall pay fifty percent (50%) of the premium costs for such coverage, provided that the eligible permanent full-time employees pay the remaining fifty percent (50%) of the premium costs by payroll deduction.

In order to ensure that this plan is a non-taxable benefit for employees and provided that Revenue Canada's interpretation of the tax rules permits this approach, the Employer shall increase the gross pay received by eligible full-time employees by the amount of their fifty (50%) percent share of the LTD premium, after which the Employer shall deduct one hundred (100%) percent of the cost of LTD premiums from employees' pay. If Revenue Canada's interpretation of the tax rules does not permit this approach, the standard formula shall apply.

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

27. SAFETY AND HEALTH

(a) Safety and Health Reports, Records and Data

The Employer shall provide the Union with the details of every accident, incident, or occurrence of an occupational disease that occurred at the work site in the previous month. The NEDC agrees to promptly rectify any adverse conditions identified.

28. CONTRACT OR SUB-CONTRACTS

Every contract made by the Employer for providing any service or function shall be subject to the following condition:

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

29. CONTRACTING OUT

Restrictions on Contracting Out

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

30. GENERAL CONDITIONS

Employee Indemnification

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

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

31. COPIES OF AGREEMENT

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

32. GENERAL

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

33. TERM OF AGREEMENT

(a) Effective Date

This Agreement shall be binding and remain in effect from January 1, 2015 to December 31, 2017 and shall continue from year to year thereafter until a new Agreement is reached as provided for in the statutes of the Province of British Columbia.

(b) Agreement to Continue in Force

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

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

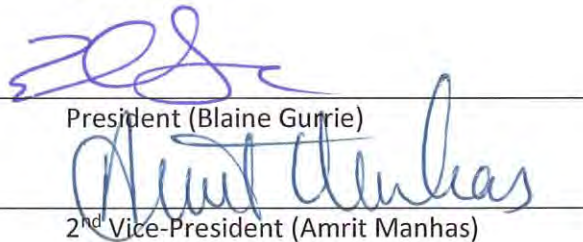
IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed as of the day and year first above written.

SIGNED ON BEHALF OF THE NANAIMO
ECONOMIC DEVELOPMENT
CORPORATION:



CEO (Sasha Angus)

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



President (Blaine Gurrie)

2nd Vice-President (Amrit Manhas)

WAGE SCHEDULE

Classification	Dept	Wage rate per hour			
		Jan. 1, 2014	Jan. 1, 2015	Jan. 1, 2016	Jan. 1, 2017
			2%	2%	2%
Economic Development Officer	ED	\$43.44	\$44.31	\$45.20	\$46.10
Economic Development Coordinator	ED	\$30.84	\$31.46	\$32.09	\$32.73
Administrative Assistant	ED	\$22.89	\$23.35	\$23.81	\$24.29
Destination Marketing Officer	TN	\$34.11	\$34.79	\$35.49	\$36.20
Stakeholder/Communication Specialist	TN	\$24.03	\$24.51	\$25.00	\$25.50
Destination Development Specialist	TN	\$24.03	\$24.51	\$25.00	\$25.50
Visitor Services Specialist	TN	\$22.57	\$23.02	\$23.48	\$23.95
Visitor Information Counsellor/Clerk	TN	\$15.34	\$15.65	\$15.96	\$16.28
Visitor Information Counsellor	TN	\$11.96	\$12.20	\$12.44	\$12.69

LETTER OF AGREEMENT

BETWEEN:

THE NANAIMO ECONOMIC DEVELOPMENT CORPORATION

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

Re: [Contracting Out Issues]

The Nanaimo Economic Development Corporation and CUPE Local 401 agree to the following conditions in order to provide an interpretation of Article 28, Contracts or Sub Contracts.

- (a) Where the Union can provide documented evidence to prove to the Corporation's satisfaction that a contractor hired by the Nanaimo Economic Development Corporation is not paying wage rates pursuant to Article 28, the Corporation will follow the process outlined in **Appendix I** (next page.)
- (b) The Corporation agrees to provide available cost information on contracts to the Union upon request.
- (c) This Agreement will be effective on new contracts awarded after date of signing and on current contracts on which the Union provides evidence of breach of Article 28.
- (d) This Letter of Agreement forms part of the Collective Agreement and remains in effect in the same manner and to the same extent as any other provision in the Collective Agreement.
- (e) All issues arising under the grievance and/or issues relating to contracts in effect up to the signing of this Letter shall be deemed to be resolved and, no grievance will be filed in respect of any such issues with the exception of current contracts where either Party discovers that a contractor is contravening Article 28.
- (f) In the event a dispute occurs between the Parties regarding the implementation of this Agreement, either Party may refer the matter to mutually agreed arbitrator on an expedited basis for resolution.

for the Employer



CEO
Nanaimo Economic Development
Corporation

August 17, 2015
Date

for the Union



President
CUPE Local 401

August 17, 2015
Date

Appendix I

DEFINITIONS

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

PROCESS

1. Each contract assigned to a contractor by the Nanaimo Economic Development Corporation will contain terms:
 - (a) Requiring that the contractor adhere to the provisions of Article 31 of the Collective Agreement. Current classified rates will be included.
 - (b) Specifying that failure to adhere to the provisions is a breach of the contract and may give rise to termination of the contract.
 - (c) Entitling the Corporation to copies of information showing the wage rates paid to its employees. (The Corporation will provide copies to the Union if requested.)

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

MEMORANDUM OF AGREEMENT

BETWEEN:

THE NANAIMO ECONOMIC DEVELOPMENT CORPORATION

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401

Re: Reintegration of Injured Workers

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

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

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

1. Representatives

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

2. Consultation

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

3. Confidentiality


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

4. Application

This program is applied to permanent employees.

5. Pay and Benefits
- (a) Employees who receive injuries receive salary and benefits pursuant to Articles 1, 23 and 28 of the Collective Agreement.
 - (b) Employees in receipt of LTD benefits will not suffer adverse effect of entitlement by participating in a return to work program (with carrier approval).
6. Assessments
- (a) Employees shall not be returned without confirmation from a medical professional that the duties identified as alternate/transitional work will not adversely affect the employee's current health condition.
 - (b) The Corporation may utilize rehabilitation or occupational therapy professionals as a means to determine the degree of accommodation necessary for a safe return to work.
7. Postings
- (a) The Parties agree that disabled employees will be given preference to vacancies if qualified and that positions may be filled without posting.
 - (b) In order to accommodate employees with limited abilities, positions may be modified and rated accordingly, if operationally reasonable.
8. This letter may be cancelled by either Party on thirty (30) days written notice to the other.

for the Employer



CEO Nanaimo Economic
Development Corporation

Date

August 17, 2015

for the Union



President, CUPE Local 401

Date

August 17, 2015

LETTER OF UNDERSTANDING

BETWEEN

THE NANAIMO ECONOMIC DEVELOPMENT CORPORATION

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 401**

Re: Special Sick Leave

The Nanaimo Economic Development Corp. (NEDC) has agreed that should such circumstances arise that an employee in the list below exhausts their entire annual and accrued sick leave allotment and their entire earned to date annual vacation, they may make application for Special Sick Leave.

Application for Special Sick Leave may be made by an employee on the list below who has suffered a major illness or who has suffered a major injury which is not compensable under the "Worker's Compensation Act". Such application shall be subject to the approval of the NEDC.

The number of Special Sick Leave days shall in no case exceed seventy-five (75) working days in respect of any one (1) illness. Employees shall not be eligible for Special Sick Leave after they have completed the waiting period for receipt of long term disability benefits.

The provisions of this letter apply solely and exclusively to the employees listed below:

1. Amrit Manhas
2. Chelsea Barr


Special Sick Leave entitlement and this letter shall expire for each individual employee with any of:

- (i) A return to employment with the City of Nanaimo;
- (ii) Termination of employment (voluntary or involuntary) with the NEDC

This letter automatically renews with the collective agreement unless there is mutual agreement to allow it to expire.



CEO
Nanaimo Economic Development
Corporation



President
CUPE Local 401

August 17, 2015
Date

August 17, 2015
Date

LETTER OF UNDERSTANDING

BETWEEN

THE NANAIMO ECONOMIC DEVELOPMENT CORPORATION

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 401**

Re: Articles 25 and 28


Whereas

The Nanaimo Economic Development Corporation (NEDC) has been newly created and the positions required in order to fulfill its mandate are not yet established, therefore the parties agree that:

1. Article 25(a) and 28 of the Collective Agreement will continue to apply in relation to the two (2) positions transferred from the City of Nanaimo to the NEDC.
2. In relation to all other positions at NEDC, Article 25(a) will be placed in abeyance for the duration of the current Collective Agreement.
3. The Union will not rely on and will not bring any claim against the City of Nanaimo arising under Article 31 of the Collective Agreement between the City of Nanaimo and CUPE Local 401 in relation to the NEDC, but will raise any concerns relating to fair wage issues directly with NEDC pursuant to the Collective Agreement adopted between CUPE Local 401 and the NEDC.



CEO
Nanaimo Economic Development
Corporation



President
CUPE Local 401

August 17, 2015
Date

August 17, 2015
Date

LETTER OF UNDERSTANDING

BETWEEN


THE NANAIMO ECONOMIC DEVELOPMENT CORPORATION

AND


**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 401**

Re: First Aid Attendant

The Nanaimo Economic Development Corporation agrees to support the availability of a designated qualified First Aid Attendant by paying one (1) person a premium of one hundred dollars (\$100.00) per month upon achieving qualifications and also providing for the maintenance of the training associated with the appropriate qualification. In case more than one employee is interested in this posting, seniority will be the determining factor.



CEO
Nanaimo Economic Development
Corporation



President
CUPE Local 401

August 17, 2015
Date

August 17, 2015
Date

LETTER OF UNDERSTANDING

BETWEEN

THE NANAIMO ECONOMIC DEVELOPMENT CORPORATION

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 401**

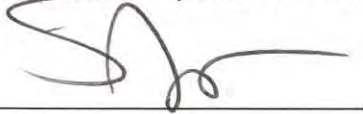
**Re: Nanaimo Economic Development Corporation Staff Transferred from the City of
Nanaimo Economic Development Department**

In recognition of the Nanaimo Economic Development Corporation taking over responsibility for economic development from the City of Nanaimo and the resulting transfer of all related services, responsibilities and resulting work to the new Corporation the parties agree to the following to facilitate a fair and equitable transfer of staff.

1. This letter applies to the following Nanaimo Economic Development Corporation employees:
 - (a) Chelsea Barr – Communications Clerk, Seniority date: September 12, 2006
 - (b) Amrit Manhas – Research & Information Analyst, Seniority date: October 27, 2000
 2. The affected employees are deemed to have the seniority date listed above with The Nanaimo Economic Development Corporation.
 3. The roles, duties and pay levels of these employees shall be in accordance with the job descriptions as attached to this letter in addendum 1. The parties agree that modifications to those duties may only be made through the mutual agreement of the parties.
 4. The Employees covered by this letter shall be entitled to maintain all pension benefits, medical insurance and group life insurance at the same level or better as specified in the ongoing agreements between The City of Nanaimo and Canadian Union of Public Employees Local 401.
 5. Without limiting anything under item four above for greater certainty in recognition of the rights, privileges and perquisites to which those listed were entitled as City of Nanaimo employees, the Nanaimo Economic Development Corporation agrees to continue to provide the following:
 - (a) Parking shall be provided at any new location at a reasonable rate. The taxable benefit for parking shall be appropriate to the circumstances.
 - (b) Opportunities to sign up for and participate in City of Nanaimo training as presented in the annual City training guide shall be permitted and not unreasonably denied.
-

January 1, 2015 – December 31, 2017 Collective Agreement

6. This agreement applies to CUPE 401, the Economic Development Corporation and any successor parties.
7. This agreement is made on a Without Prejudice basis and shall be renewed automatically unless mutual agreement to cancel is reached.



CEO
Nanaimo Economic Development
Corporation



President
CUPE Local 401

August 17, 2015
Date

August 17, 2015
Date

LETTER OF UNDERSTANDING

BETWEEN

**THE NANAIMO ECONOMIC DEVELOPMENT CORPORATION
AND**

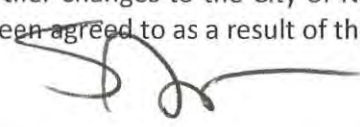
**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 401**

Re: Changes Associated with Collective Agreement Bargaining in October 2011

In recognition of the Nanaimo Economic Development Corporation taking over responsibility for economic development from the City of Nanaimo and the resulting transfer of all related services, responsibilities and resulting work to the new Corporation the parties agree to the following to facilitate a fair and equitable transfer of staff.


It is understood and agreed that for the full term of this agreement between the parties that changes negotiated in the Collective Agreement bargaining process between the City of Nanaimo and CUPE Local 401 in the following areas shall apply in relation the employees of NEDC;

- General Wage Increases
- Employee Benefits (as defined in Article 28 of the Collective Agreement between the City of Nanaimo and CUPE Local 401)
- Family Illness (as defined in Article 24 (e) of the Collective Agreement between the City of Nanaimo and CUPE Local 401)
- Vacations (as defined in Article 22 (c) of the Collective Agreement between the City of Nanaimo and CUPE Local 401)
- Other changes to the City of Nanaimo and CUPE Local 401 Collective Agreement that have been agreed to as a result of the above changes.



CEO
Nanaimo Economic Development
Corporation

August 17, 2015
Date



President
CUPE Local 401

August 17, 2015
Date

LETTER OF UNDERSTANDING

BETWEEN

THE NANAIMO ECONOMIC DEVELOPMENT CORPORATION

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 401**

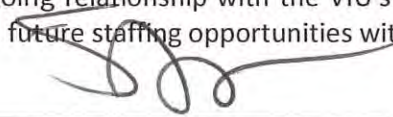
Re: Economic Development/Tourism Services Work Program

In recognition of the Nanaimo Economic Development Corporation's annual requirement for a special projects assistant; and whereas it is the desire of both parties to support the work of the NEDC in an ongoing manner:


The parties agree to the following:

1. The NEDC may hire one practicum student annually for up to four (4) months through any of VIU's Faculty of Management programs (Bachelor of Tourism Management, Masters of Business Administration, Bachelor of Hospitality Management, etc.)
2. The student will be permitted to work on special projects over and above the normal duties of current staff
3. The student will not be used for relief of incumbent staff due to vacation, sick or other approved or non-approved leaves
4. The work produced through this agreement will be reviewed by a unionized *staff* member prior to being presented to the NEDC Board or outside agencies
5. The student will be supervised by a CUPE member in the performance of his/her duties.

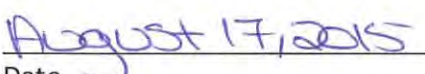
The intent of this letter is not to replace staff or fill an existing vacancy but to provide supplementary assistance to the NEDC for special projects of a special nature and to establish an ongoing relationship with the VIU's Faculty of Management which will assist with recruitment and future staffing opportunities with the NEDC.



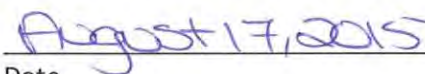
CEO, Nanaimo Economic
Development Corporation



President
CUPE Local 401



Date



Date

LETTER OF UNDERSTANDING

BETWEEN

THE NANAIMO ECONOMIC DEVELOPMENT CORPORATION

AND

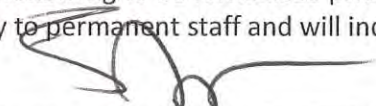
**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 401**

Re: Personal & Professional Development Committee

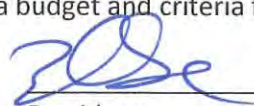
The Parties agree to establish a Personal & Professional Development Committee with the mandate to formalize a Letter of Understanding regarding the following:

1. A fund which can be accessed by staff for professional development and related training opportunities.
2. A fund which employees an access for personal Wellness and/or Health initiatives.

The committee shall consist of two (2) management representatives and two (2) Union representatives. The Committee's recommendations shall form the basis of a letter of understanding to be formalized prior to September 2015. It is understood that this program will apply to permanent staff and will include a budget and criteria for approval.



CEO, Nanaimo Economic
Development Corporation



President
CUPE Local 401

August 17, 2015
Date

August 17, 2015
Date

LETTER OF UNDERSTANDING

BETWEEN

THE NANAIMO ECONOMIC DEVELOPMENT CORPORATION

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 401**

Re: Short Term Disability Plan

The Nanaimo Economic Development Corporation agrees that as part of the Collective Agreement discussions immediately following the first agreement between the parties, the parties shall work together to establish a Short Term Disability Plan for employees represented by CUPE Local 401.



CEO, Nanaimo Economic
Development Corporation



President
CUPE Local 401

August 17, 2015
Date

August 17, 2015
Date

Job Descriptions

Position	Administrative Assistant	
Department	Economic Development Division	
Status	Full-time, permanent 35 hours/week	
Reports to	Economic Development Officer	
Rate of Pay	\$22.89/hour (2014 rate)	May 15, 2015
Position Description		
<p>The Administrative Assistant is responsible for providing administrative support to the Nanaimo Economic Development Corporation staff, Board of Directors and sub- committees. Duties include general reception and day to day administrative support functions.</p>		

Key Duties:

- Reception of visitors and stakeholders.
- Hands incoming and outgoing mail.
- Screens incoming calls and responds to general information inquiries.
- Providing administrative support to the Chief Executive Officer. Schedules appointments, arranges meeting dates and locations. Makes travel arrangements, accommodation bookings and event registrations.
- Administrative assistance at board and committee meetings i.e.: taking of minutes, distribution of documents, communication co-ordination
- Compiling board reports, updating contact information, sorting and filing documents
- Providing administrative support to the Economic Development and Tourism Divisions as required
- Appropriate archiving and maintaining of historical data, documentation, receipts and records for purposes of audit and review upon request
- Ordering and maintaining sufficient office supplies
- Maintain manual and computerized information filing systems.
- Other Duties as assigned
- Takes reasonable care to protect own health and safety and the health and safety of other persons affected by their actions by following health and safety requirements affecting their job, asking for training if unfamiliar with work they are requested to perform, working safely and encouraging co-workers to do the same and correcting unsafe conditions or reporting them to their supervisor.

Required Knowledge, skills and Abilities

- Proficient with Microsoft Office package (Word/Excel/PowerPoint), Internet, Email and Databases
- Minimum typing speed of 60 w.p.m.
- Knowledge of Simply Accounting Software desirable
- Excellent communication, organizational skills and ability to multi-task
- Solid understanding of Nanaimo as both a place to visit, invest and do business
- Ability to work in a team-oriented environment

- Excellent interpersonal skills
- Ability to maintain strict confidentiality

Training & Experience Required

- Three years' experience in an administrative assistant position or a combination of experience and a diploma or certificate in a recognized business program

Required Licenses, Certificates and Registrations

- Valid Class 5 BC Driver's License

Position	Destination Development Specialist	
Department	Tourism Division	
Status	Permanent, 35 hours per week (Flexible Schedule)	
Reports to	Executive Director of Destination Management (EDDM)	
Rate of Pay	\$24.03/hour	July 10, 2014
Position Description		
<p>Reporting to the Executive Director, Tourism Division, the Destination Development Specialist will coordinate the ongoing destination development activities of the NEDC. In addition to building strategic alliances with key stakeholders, the Destination Development Specialist will participate in the development and execution of a range of strategies and tactics within the destination development plan.</p> <p>This position primarily works regular hours Monday to Friday 8:30 - 4:30 pm, with flexibility required to work occasional weekends or evenings as needed.</p>		

Key Duties:

- Supports the ED to identify, develop and maintain strategic partnership with local, regional, provincial and federal organizations related to tourism product development and sports tourism
- Participates in the creation and execution of annual destination development strategies together with the tourism division team, Tourism Leadership Committee (TLC) and other stakeholders
- Acts as a liaison with community partners and regional organizations on bid development, solicitation and support of new and existing sport tourism events in the region
- Supports the ED with the administration and delivery of destination development service agreements with regional stakeholders
- Identifies opportunities for and coordinates destination development and sport development familiarization tours in partnership with stakeholders
- Tracks development plan activities and prepares monthly destination development reports for the TLC, NEDC Board and other stakeholders
- Participates in the development, administration and monitoring of the annual destination development budget in consultation with stakeholders and funding partners, including leveraging incremental development dollars where possible
- Supports NEDC staff to create destination development marketing, campaign and promotional materials
- Acts as a liaison to Economic Development staff to provide a tourism lens & input on economic development activities that have an impact on tourism
- Performs other duties as required

Qualifications:

- Understanding of BC’s & Canada’s Destination Marketing system
- Understanding of tourism bid preparation and project management
- Knowledge of Tourism Nanaimo’s key markets
- Familiar with regional, provincial and national sport tourism organizations
- Knowledge of Tourism Nanaimo stakeholder and industry partners, and tourism assets

- Ability to build strong relationships with stakeholders and colleagues
- Proficient in MS Office, including Word, Excel, Powerpoint and Outlook
- Understanding of social media and its role in destination marketing
- Strong financial administration skills
- Strong project management and organizational skills
- Excellent verbal & written communication skills
- Ability to work independently as well as part of a team
- Strong presentation skills
- Some evening and weekend work, minimal travel required, ability to work a flexible schedule
- Able to lift 30lbs

Minimum Training and Experience Required

- Degree in Tourism/Recreation Management or similar area of study
- Minimum 2 years relevant experience
- Industry certifications an asset
- Valid Class 5 BC Drivers License & clean driving record

Position	Destination Marketing Officer	
Department	Tourism Division	
Status	Full-time, permanent, 35 hours per week , Flexible Schedule	
Reports to	Executive Director of Destination Management (EDDM)	
Rate of Pay	\$34.11/hour	July 30, 2014
Position Description		
<p>In consultation with the EDDM the Destination Marketing Officer prepares, implements, coordinates and evaluates marketing and communication plans and strategies. This position involves liaising with external stakeholders, researching media opportunities, writing promotional materials, media releases and providing input into departmental budget and assisting in organizing protocol events.</p>		

Key Duties:

- In consultation with the EDDM, researches, prepare, implement and evaluate marketing and communication plans and strategies.
- Helps maintain positive relationships with a wide variety of media outlets and community stakeholders
- Attend appropriate events and functions representing the Nanaimo Economic Development Corporation and Tourism Nanaimo for the purpose of promoting Nanaimo Region.
- Helps develop and recommend editorial, advertising and partnership opportunities with a broad range of stakeholders.
- Maintains relevant media information database and image bank.
- Organize and deliver media familiarization tours, hosted independently or in conjunction with the region/Island partners.
- Develop and implement an annual media relations program to attract writers and other media
- Research advertising opportunities, coordinate creative development and implementation of destination marketing campaigns. Track marketing campaigns and prepare reports for TLC and NEDC Board.
- Supports the economic development staff on marketing and communication initiatives.
- Provides support to the Stakeholder and Communication Specialist in regards to collateral development, social media strategy and marketing campaigns.
- Assists in implementing the Social Media strategy by contributing to and reviewing daily posts in various platforms.
- Prepares editorial for internal and external publications, prepares and distributes media releases.
- Helps maintain brand standards by reviewing all signage, documents and publications.
- Takes reasonable care to protect own health and safety and the health and safety of other persons affected by their actions by following health and safety requirements affecting their job, asking for training if unfamiliar with work they are requested to perform, working safely and encouraging co-workers to do the same and correcting unsafe conditions or reporting them to their supervisor.
- Performs other duties as required.

Required Knowledge, skills and Abilities

- Knowledge of tourism and business trends, key issues and stakeholders.
- Thorough knowledge of media campaigns, graphic designs, scripting and media buys; able to negotiate budgets and outcomes for complicated marketing campaigns.
- Strong written, oral communications and interpersonal skills.
- Strong knowledge of social media platforms and emerging trends
- Working knowledge of budgeting and report writing.
- Ability to establish and maintain effective and co-operative relationships with media, businesses, stakeholders and the general public.
- Ability to plan, prioritize, work under pressure of deadlines, manage multiple priorities and respond to requests in a timely manner.
- Ability to work both independently and in a team environment and to complete work assignments with minimal supervision.

Training & Experience Required

- University Degree in Travel, Tourism, Marketing or Communications
- Minimum three (3) years' relevant experience.

Required Licenses, Certificates and Registrations

- Valid Class 5 BC Driver's License

Position	Economic Development Coordinator	
Department	Economic Development	
Status	Full-time, permanent 35 hours per week	
Reports to	Economic Development Officer	
Rate of Pay	\$30.84/hour	May 2015
Position Description		
Reporting to the Economic Development Officer, the Economic Development Specialist carries out the Business Retention and Expansion activities, assists in business attraction activities, provides research assistance and handles general economic development inquires for the Nanaimo Economic Development Corporation.		

Duties & Responsibilities:

- Carries out the business retention and expansion activities as outlined by the Economic Development Officer. May include organizing stakeholder meetings and forums.
- Provides research assistance to the Economic Development officer; gathers information and statistics from existing information sources; maintains databases of community information, and business assistance programs.
- Assists in activities, projects and programs relating to the attraction of business investment.
- Provides assistance for special projects which may include developing terms of reference and funding proposals.
- Supports the economic development staff on marketing and communication initiatives.
- Assists in implementing the Social Media strategy by contributing to and reviewing daily posts in various platforms.
- Helps maintain positive relationships with a wide variety of media outlets and community stakeholders.
- Maintain and update information on NEDC website.
- Produce a quarterly e-newsletter for stakeholders.
- Prepares editorial for internal and external publications, prepares and distributes media releases.
- Attends appropriate events and functions representing the Nanaimo Economic Development Corporation for the purpose of promoting the Nanaimo Region.
- Performs other duties as required.
- Takes reasonable care to protect own health and safety and the health and safety of other persons affected by their actions by following health and safety requirements affecting their job, asking for training if unfamiliar with work they are requested to perform, working safely and encouraging co-workers to do the same and correcting unsafe conditions or reporting them to their supervisor.

Required Knowledge, skills and Abilities

- Knowledge of research methods; familiar with research sources for community demographic and economic information; familiar with government assistance programs; familiar with local business and economic development organizations.
- Knowledge of business trends, key issues, and stakeholders.

- Knowledge of business retention and expansion programs and techniques.
- Strong written, oral communications and interpersonal skills.
- Ability to communicate with tact and discretion when settling requests, complaints, or clarifying information.
- Excellent knowledge of Microsoft Word, PowerPoint, Excel, and email.
- Strong knowledge of social media platforms and emerging trends.
- Working knowledge of budgeting and report writing.
- Ability to establish and maintain effective and co-operative relationships with media, businesses, stakeholders, and the general public.
- Ability to plan, prioritize, work under pressure of deadlines, manage multiple priorities and respond to requests in a timely manner.
- Strong project management and organizational skills.
- Ability to work both independently and in a team environment and to complete work assignments with minimal supervision.
- Some evening and weekend work, minimal travel required; ability to work a flexible schedule.

Minimum Training & Experience Required

- Completion of Grade 12, supplemented by a minimum of two (2) years commercial or business school equivalent.
- Minimum of five (5) years' experience in Economic Development within a municipal or government environment or other related field.

Required Licenses, Certificates and Registrations

- Valid Class 5 BC Driver's License
- Economic Development certification would be an asset

Position	Economic Development Officer	
Department	Economic Development	
Status	Full-time, permanent 35 hours per week	
Reports to	Chief Executive Officer	
Rate of Pay	\$42.59/hour	January, 2013
Position Description		
Reporting to the Chief Executive Officer, this position is responsible for developing and implementing the business retention and expansion program and research plans for the Economic Development Corporation. Responsible for the overall supervision and administration of the office, ensuring the day to day needs of the office are met.		

Typical Duties and Responsibilities

- Oversees the business retention and expansion program and identifies through consultation with affected parties, a solutions-based approach to business development
- Participates in developing, implementing, and monitoring the marketing and communications plan
- Provides research and in-depth analysis of the community’s demographic, social, economic, industrial, labour force, income, and real estate characteristics and develops comparative and trend analysis
- Provides support to the CEO in implementing a business attraction plan
- Develops and maintains strong relationships with local, regional, provincial institutions, government and businesses to advance the corporation’s economic development goals
- Writes funding proposals, manages deliverables and financial reporting
- Develops terms of reference for key projects, participates in the selection and appraisal of consultants and manages contracts
- Develops and delivers community education programs, including public presentations and information needs analysis
- Participates in a team approach with the economic development staff to strategically address corporate initiatives of cross functional needs such as marketing or sector development
- Provides comprehensive business development services to new and existing businesses, including information and advice related to their marketing, financing, management, and organization plans
- Prepares proposals for site selection, develops marketing and promotional materials and implements the Economic Development Strategy
- Provides leadership and supervision to junior staff in economic development
- Takes reasonable care to protect own health and safety and the health and safety of other persons affected by their actions by following health and safety requirements affecting their job, asking for training if unfamiliar with work they are requested to perform, working safely and encouraging co-workers to do the same and correcting unsafe conditions or reporting them to their supervisor
- Perform other duties as required

Required Knowledge, skills and Abilities

- Good knowledge of business planning, including assisting companies with their marketing, financing, management, and organizational plans
- Good knowledge and experience of research principles and methodology
- Good knowledge of published and computerized data from Statistics Canada and other sources
- Knowledge of business assistance programs offered by the public and private sector organizations
- Ability to communicate with tact and discretion when responding to requests, complaints, or clarifying information
- Ability to plan, assign and supervise work of junior staff
- Advanced computer skills in spreadsheet, database and word processing programs (such as Excel, Access, Word and Outlook)
- Excellent marketing skills
- Strong facilitation skills, and experience building group consensus
- Excellent verbal and written communication skills, and strong interpersonal skills, particularly with regard to the development and delivery of presentations
- Good analytical skills and knowledge of database management programs
- Ability to work varied hours as necessary
- Knowledge of the Worker's Compensation act and OH&S regulations applicable to the work area

Training & Experience Required

- University degree in Economics or Business, or an equivalent combination of education, training and experience
- Minimum five (5) years experience in the field of economic development, or business development, with at least one year experience in a supervisory role

Required Licenses, Certificates and Registrations

- Valid Class 5 BC Driver's License

Position	Stakeholder Communications Specialist	
Department	Tourism Division	
Status	Permanent 35 hours per week (Flexible Schedule)	
Reports to	Executive Director of Destination Management (EDDM)	
Rate of Pay	\$24.03/hour	March 19, 2014
Position Description		
<p>The Stakeholder & Communications Specialist is responsible for developing, maintaining and expanding the relationship between Tourism Nanaimo and its stakeholders. This includes identification, attraction and retention of stakeholders included in Tourism Nanaimo marketing programs. The primary responsibility is to stimulate revenue for the NEDC through innovative co-operative programs developed together with the Tourism Nanaimo team. Additionally, this position acts as the primary lead in planning & executing Tourism Nanaimo's social media strategy.</p> <p>This position will also promote Nanaimo to both visitors and residents to help them become aware of the diversity of Nanaimo experiences to encourage return visits and longer stays.</p>		

Key Duties:

- Co-ordinate Visitor Guide and other stakeholder program sales through discussions/ meetings with stakeholders, arrange for subsequent invoicing and any required stakeholder awareness and education to increase the impact and effectiveness of stakeholder programs
- Research & assist with implementation of stakeholder database
- Maintain & update information on Tourism Nanaimo's website
- Plan and execute stakeholder events and forums
- Product a quarterly e-newsletter for stakeholders
- Produce a quarterly consumer e-newsletter highlighting information, events, area attractions, activities, etc.
- Assist with the design and printing of Tourism Nanaimo's stakeholder publications including Nanaimo Bar Trail, Cedar Yellowpoint Artisan Trail, flat map, and assist with the publication of the Visitor Guide as needed
- Maintain stakeholder information on TourismNanaimo.com together with the Destination Marketing Officer
- Attend Community Events representing Tourism Nanaimo or the NEDC as required
- Take reasonable care to protect own health and safety and the health and safety of other persons affected by their actions by following health and safety requirements affecting their job, asking for training if unfamiliar with work they are requested to perform, working safety and encouraging co-workers to do the same and correcting unsafe conditions or reporting them to their supervisor.
- Other duties as required

Qualifications:

- Minimum 2 years experience in sales & destination marketing
- Degree in Tourism/Recreation Management or similar area of study
- Sound understanding of BC's & Canada's Destination Marketing system
- Exceptional interpersonal skills with the ability to work independently as well as part of a team
- Excellent verbal & written communication skills
- Attention to detail and the ability to multi-task
- Strong sales and customer service skills
- Strong presentation skills
- Strong knowledge of Nanaimo and area, its tourism products and stakeholders
- Excellent knowledge of Microsoft Word, Powerpoint, Excel and email
- Strong knowledge of social media platforms and emerging trends in this area, ability to plan and seed social media content
- Valid Class 5 BC Drivers License & clean driving record
- Working knowledge of Publisher/ Indesign and/or database management or customer contact systems considered an asset
- Some evening and weekend work, minimal travel required, ability to work a flexible schedule

CUPE Local 401 – and – Nanaimo Economic Development Corporation

Position	Visitor Centre Counsellor & Distribution Clerk	
Department	Tourism Division	
Status	Temporary term position, 20-30 hours per week, Flexible Schedule	
Term Period	Approximately 5 months starting December 2014	
Reports to	Visitor Services Specialist	
Rate of Pay	\$15.34/hour	November 21, 2014
Position Description		
<p>This is a temporary, term position working approximately 4-5 hours daily, five days a week. Hours of work are negotiable within certain parameters that meet the needs of Tourism Nanaimo. Weekend work is required.</p> <p>The Visitor Information Counsellor & Distribution Clerk is responsible for maintaining the day-to-day operations of the Visitor Centre under the direction of the Visitor Services Specialist. This includes ensuring that the Visitor Centre is represented to the public in a pleasing, organized and professional manner. Full training for this position is provided upon commencement of employment.</p>		

Key Duties:

- Deal with visitors in a professional, prompt and friendly manner
- Answer visitor enquiries by mail, phone, fax, email and in person
- Research relevant community information that may be of interest to visitors
- Keep brochure racks and storage organized and well stocked. Re-order brochures when necessary
- Maintain and update files and reference materials for the Visitor Centre on a continual basis
- Post current information of interest to the visitor (Road Reports, Tourist Alert, Weather, Ski Reports, etc.)
- Plan travel itineraries in response to visitor requests and enquiries
- Encourage new, longer and return visits to the city of Nanaimo
- Book accommodations, tours, ferry reservations etc. in response to visitor requests
- Develop sales techniques and make sales transactions for merchandise in the gift shop
- Keep up-to-date and organized daily statistics and provide weekly statistics to Visitor Services Specialist
- Together with the Visitor Services Specialist provide support and organization of the brochure distribution program including deliveries, delivery co-ordination, shipping and postage
- Assist the Visitor Services Specialist with other day-to-day administrative duties such as filing, correspondence, website research and fulfilling Nanaimo Visitor Guide requests.
- Other duties as assigned.

Desired Experience:

- Excellent interpersonal skills, telephone and organizational abilities
- Ability to communicate professionally in both verbal and written formats
- Must work well independently as well as part of a team
- WorldHost® Fundamentals and T/VIC Certifications an asset

- Second language an asset
- Experience working with volunteers an asset
- Extensive knowledge of British Columbia, specifically the greater Nanaimo area and Vancouver Island

Training & Experience Required

- Grade 12 graduate
- Minimum 2 year experience and/or formal training and education in the tourism industry.
- Good working knowledge of computers, specifically Microsoft Office, internet search engines and social media
- Must be able to lift 30lbs

Required Licenses, Certificates and Registrations

- Valid Class 5 BC Driver's License

Note: Due to the nature of the tourism industry and the responsibilities of this position, weekend work will be required.

Position	Visitor Information Counsellor	
Department	Tourism Division	
Status	Seasonal - 35 hours per week (Varied Schedule)	
Reports to	Visitor Services Specialist	
Rate of Pay	\$13.16/hour	March 3, 2014
Position Description		
<p>The Visitor Information Counsellor is responsible for maintaining the day-to-day operations of the Visitor Centre under the direction of the Visitor Centre Coordinator. This includes ensuring that the Visitor Centre is represented to the public in a pleasing, organized and professional manner. Full training for this position is provided upon commencement of employment.</p>		

Key Duties:

- Deal with visitors in a professional, prompt and friendly manner
- Answer visitor enquiries by mail, phone, fax, email and in person to the best of their ability
- Research relevant community information that may be of interest to visitors
- Keep brochure racks and storage organized and well-filled. Re-order brochures when necessary
- Maintain and update files and reference materials for the Visitor Centre on a continual basis
- Post current information of interest to the visitor (Road Reports, Tourist Alert, Weather, Ski Reports, etc.)
- Plan travel itineraries in response to visitor requests and enquiries
- Encourage new, longer and return visits to the city of Nanaimo and Region
- Book accommodations, tours, ferry reservations etc. in response to visitor requests
- Develop sales techniques and make sales transactions for merchandise in the gift shop
- Keep up-to-date and organized daily statistics and provide weekly statistics to Visitor Centre Coordinator
- Assist the Visitor Centre Coordinator with other day-to-day administrative duties such as filing, correspondence, website research and fulfilling Nanaimo Visitor Guide requests

Qualifications:

- Must have good interpersonal skills, telephone and organizational abilities
- Ability to communicate professionally in both verbal and written formats
- Must work well independently as well as part of a team
- Experience working with volunteers an asset
- Resourceful with an extensive knowledge of British Columbia, specifically the greater Nanaimo area and Vancouver Island
- Good working knowledge of computers, specifically Microsoft Office, internet search engines and social media
- Weekend work required
- Valid BC Driver's license mandatory

- Grade 12 graduate and at least 2 years experience and/or formal training and education in the tourism industry. Enrollment in the Tourism & Recreation Management program at VIU an asset.
- SuperHost® Fundamentals and T/VIC Certifications an asset
- Second language an asset

Position	Visitor Services Specialist	
Department	Tourism Development	
Status	Full-time, permanent position 35 hours per week, Flexible Schedule	
Term Period	Starting date immediate	
Reports to	Executive Director for Destination Management (EDDM)	
Rate of Pay	\$22.57/hour	March 2015
Position Description		
<p>This is a permanent, full-time position working 5 days a week. Hours of work may be somewhat flexible within parameters that meet the needs of Tourism Nanaimo. Weekend work is required.</p> <p>The Visitor Services Specialist is responsible overseeing and coordinating the day-to-day operations of the official Nanaimo Visitor Centre (Northfield Road) and the seasonal Visitor Information locations under the direction of the Executive Director. This includes ensuring that the Visitor Centre is represented to the public in a pleasing, organized and professional manner and promoting the community, region and province to enhance the visitor experience, and extend visitor stays. Additionally, the Visitor Services Specialist coordinates summer staffing and training, and assists with ad-hoc projects as needed.</p>		

Key Duties:

- Supervise the operation of all Visitor Centre locations to ensure that the Visitor Centre Network requirements and standards are met.
- Provide input on the operational budget for the Visitor Centres.
- Supervise an inventory control system for publications and maintain the brochure racking and acceptance program.
- Liaise with the Ministry of Transportation, Destination British Columbia and the City of Nanaimo to ensure proper signage meets standards.
- Collect and maintain accurate statistical reports to be provided to Destination BC and other interested stakeholders.
- Implement and supervise visitor service retail systems and work to grow retail revenue opportunities.
- Oversee the distribution program of official Tourism Nanaimo visitor publication to stakeholders, other Visitor Centres, potential visitors and other organizations that will distribute the guides on behalf of Tourism Nanaimo.
- Supervise the Visitor Centre staff and volunteers to ensure high quality of visitor service experience.
- Train all staff and volunteers on the T/TIVC program and Tourism Nanaimo service expectations.
- Help facilitate cruise ship, event, conference, and other visitor services & programs by working closely with relevant stakeholders to deliver high quality visitor experiences to Nanaimo’s visitors.
- Organize Tourism Nanaimo’s presence at key community events.
- Act as a liaison on Tourism Nanaimo programs and services.

- Coordinate and participate in the recruitment and interviewing of visitor centre staff and volunteers.
- Work as part of the Tourism Nanaimo team to develop and implement visitor products and services.
- Deal with visitors in a professional, prompt and friendly manner
- Respond to visitor enquiries by mail, phone, fax, email and in person
- Research relevant community information that may be of interest to visitors
- Support Tourism Nanaimo's online presence and positive reputation by reviewing popular social media channels and responding in a timely manner to visitor inquiries, forum questions and information needs from visitors travelling to Nanaimo and Region. Where required, forward inquiries to other communities' visitor information counsellors for response.
- Assist with online and social media content creation and curation as needed.
- Take reasonable care to protect own health and safety and the health and safety of other persons affected by their actions following health and safety requirements affecting their job, asking for training if unfamiliar with work they are requested to perform, working safely and encouraging co-workers to do the same, and correcting unsafe conditions, or inappropriate behaviour, or reporting them to a supervisor.

Desired Experience:

- Excellent interpersonal skills, telephone and organizational abilities
- Ability to communicate professionally in both verbal and written formats
- Attention to detail and able to meet deadlines
- Must work well independently as well as part of a team
- Second language an asset
- Experience working with volunteers an asset
- Experience with delivering classroom and on-site training
- Extensive knowledge of British Columbia, specifically the greater Nanaimo area and Vancouver Island
- Knowledge of popular travel-related social media platforms
- 2 years supervisory experience an asset
- WorldHost® Fundamentals and T/VIC Certifications an asset

Training & Experience Required

- Grade 12 graduate and minimum 3 years of experience and/or formal training and education in the tourism industry.
- Excellent knowledge of computers, specifically Microsoft Office, internet search engines and social media
- Must be able to lift 30lbs

Required Licenses, Certificates and Registrations

- Valid Class 5 BC Driver's License

Note: Due to the nature of the tourism industry and the responsibilities of this position, weekend work will be required.