

COLLECTIVE AGREEMENT

between the

CARIBOO REGIONAL DISTRICT

and the

**B.C. GOVERNMENT AND SERVICE
EMPLOYEES' UNION (BCGEU)**

Effective from November 1, 2017 to October 31, 2020

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DEFINITIONS

"*Abandon*" - means to give up without intent to reclaim.

"*Area Library*" - means the libraries located in 100 Mile House, Williams Lake and Quesnel.

"*Community Library*" - means all libraries in the Regional District with the exception of those found in 100 Mile House, Williams Lake and Quesnel.

"*Employer*" - Cariboo Regional District.

"*Union*" - B.C. Government and Service Employees' Union.

"*Employee*" - For the purposes of this agreement, unless another status of employee is expressly stated, "*employee*" shall mean an individual who is employed for work which is of a continuous nature on either a full-time or part-time basis, defined as follows:

- (a) "*Full-time employee*" - is one filling a position regularly scheduled to work in excess of 1,700 straight-time hours per year.
- (b) All other regularly scheduled employees shall be classed "*part-time*", unless they are defined as casual employees.

"*Casual employee*" - means an employee who is hired for a specific term in one position (not to exceed one year inclusive of extensions) or is employed for work which is not of a continuous nature such as:

- (a) seasonal positions;
- (b) positions created to carry out special projects;
- (c) temporary positions created to cover employees on vacation, short-term disability leave, education leave, compassionate leave, maternity, paternity or other leave; including positions created to provide on call coverage/assistance for employees;
- (d) temporary positions created by special programs such as the summer student employment programs, winter works programs for the unemployed, emergencies such as floods or other special temporary programs.

"*Probationary Employee*" - means

- (a) full-time employee during their first 90 calendar days of employment.
- (b) a part-time employee during their first 90 calendar days of employment or for the aggregate of their hours to reflect 60 working days, whichever is greater, to a maximum probationary period of six calendar months.
- (c) a casual employee during their first 90 calendar days of employment or for the aggregate of their hours to reflect 60 working days, whichever is greater.

Except where probation is extended in accordance with Article 12.7.

Notwithstanding the above, in the event an employee is unable to work for any significant portion of their probationary period due to illness or other causes, the probationary period will be extended accordingly.

ARTICLE 1 - PREAMBLE

1.1 Purpose

- (a) The purpose of this agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union.
- (b) The parties to this agreement share a desire to improve the quality of service provided to the public. Accordingly, they are determined to establish, within the framework provided by the law, an effective working relationship at all levels in which members of the bargaining unit are employed.

1.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this agreement, the remaining provisions shall remain in effect for the term of the agreement, and the parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

1.3 Singular and Plural

Wherever the singular is used, the same shall be construed as meaning the plural if the facts or context require.

1.4 Letters of Understanding

Any letter of understanding negotiated between the Employer and the Union shall be deemed to form part of this agreement upon execution and shall terminate with the agreement unless specifically incorporated within any renewal agreement. A letter of understanding shall be identified by a heading and a number and must be signed by authorized representatives of both parties.

1.5 No Discrimination

In subscribing to the principles of the *Human Rights Code* of British Columbia and in keeping with Clause 1.1 of this agreement, the parties agree that there shall be no discrimination, interference, restriction, or coercion with respect to any employee in the matter of employment or otherwise by reasons enumerated in the act, or by reason of their membership or activity in the Union.

1.6 Sexual Harassment

- (a) The Union and the Employer recognize the right of the employees to work in an environment free from sexual harassment. The Employer shall take such actions as are necessary respecting an employee engaging in sexual harassment.
- (b) Sexual harassment includes sexually oriented verbal or physical behaviour which an individual would reasonably find to be unwanted or unwelcome, giving consideration to all circumstances and which may detrimentally affect the work environment. Such behaviour could include, but is not limited to:
 - (1) touching, patting or other physical contact;
 - (2) leering; staring or the making of sexual gestures;
 - (3) demands for sexual favours, with or without work related consequences;
 - (4) verbal abuse or threats;
 - (5) unwanted inappropriate sexual invitations;
 - (6) physical assault of a sexual nature;
 - (7) distribution or display of sexual or offensive pictures or material;
 - (8) unwanted questions or comments of a sexual nature;

- (9) practical jokes of a sexual nature.
- (c) To constitute sexual harassment, behaviour may be repeated or persistent or may be a single serious incident.
- (d) Sexual harassment will often, but need not, be accompanied by an expressed or implied threat of reprisal or promise of reward.
- (e) Sexual harassment refers to behaviour initiated by both males and females directed toward members of either sex.

1.7 Personal Harassment and Bullying

- (a) The Employer and the Union recognize the right of employees to work in an environment free from personal harassment or bullying and agree that employees who engage in personal harassment or bullying may be disciplined. Personal harassment includes behaviour that directed at an individual, could reasonably be expected to cause substantial distress in that person and serves no legitimate work related purpose.
- (b) Bullying is verbal or physical conduct that over a period of time, continually and systematically intimidates, shows hostility, or threatens.
- (c) To constitute personal harassment or bullying, behaviour may be repeated or persistent or may be a single serious incident.
- (d) Personal harassment or bullying does not include actions occasioned through the exercising in good faith of the Employer's supervisory rights and responsibilities.

1.8 Harassment Complaint Procedures

In the case of a complaint of either personal or sexual harassment, the following shall apply:

- (a) Before proceeding to the formal complaint mechanism an employee who believes he or she has a complaint of harassment may approach their supervisory personnel, union steward, or other contact person to discuss potential means of resolving a complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved.
- (b) An employee (complainant) who wishes to pursue a concern arising from an alleged harassment may submit a complaint in writing within 60 calendar days of the latest alleged occurrence directly to the Chief Administrative Officer. Upon receipt of the written complaint, the Employer will determine the level of investigation required and will investigate the complaint. The Employer will notify, in writing, the designated union staff representative of the complaint as early as is reasonably appropriate. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer.

A written complaint shall specify the details of the allegation(s) including:

- name, title and work location of the respondent;
 - a description of the action(s), conduct, events or circumstances involved in the complaint;
 - date(s) of incidents;
 - name(s) of witnesses (if any);
 - prior attempts to resolve (if any).
- (c) An alleged harasser (respondent) shall be given notice of the substance of such a complaint under this article by the Chief Administrative Officer and shall be entitled to attend, participate in, and be represented at any hearing pursuant to (i) below.

- (d) The Employer's designate shall investigate the complaint and shall submit their report to the Chief Administrative Officer in writing within 15 workdays of receipt of the complaint. The Chief Administrative Officer shall within 10 workdays of receipt of the reports give such orders as may be necessary to resolve the issue. The complainant and the respondent shall be apprised of the Chief Administrative Officer's resolution.
- (e) Both the complainant and the respondent shall be given the option of having a steward present at any meeting held pursuant to Article 10.3.
- (f) Pending determination of the complaint, the Chief Administrative Officer may take interim measure to separate the employees concerned if deemed necessary.
- (g) In cases where harassment may result in the transfer of an employee, every effort will be made to relocate the harasser, except that the complainant may be transferred with their written consent.
- (h) In the case of alleged harassment by a client or a member of the general public, the employee claiming to be harassed has the right to discontinue contact with the alleged offender without incurring any penalty, pending determination of the facts of the case.
- (i) Where either the complainant or the respondent, in conjunction with the Union, is not satisfied with the Chief Administrative Officer's or designates' response, the Union will put the complaint, within 30 calendar days, before a mutually agreed upon, independent adjudicator who specializes in cases of personal harassment or sexual harassment. The independent adjudicator will work with the parties to achieve a mutually acceptable resolution and if this is not achieved, the adjudicator shall have the right to:
- (1) dismiss the complaint; or
 - (2) determine the appropriate level of discipline to be applied to the harasser if the harasser is a bargaining unit member; or
 - (3) make further recommendations as are necessary to provide a final and conclusive settlement of the complaint.
- (j) Where the alleged harasser is the Chief Administrative Officer, the complaint shall be filed in writing within 60 calendar days of the latest alleged occurrence through the Union to the Chair of the Board of the Employer. The matter shall be referred to a mutually agreed upon independent single investigator who specializes in cases of personal or sexual harassment. The CRD Chair will be the Employer's representative. The independent single investigator will conduct an investigation and submit recommendations to the parties within 20 calendar days of being appointed.
- (k) (1) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer will take appropriate action which may include discipline of the complainant. This article does not preclude an employee from filing a complaint under Section 13 of the *BC Human Rights Code*.
- (2) Complaints under this article shall be treated in strict confidence by all parties involved.
 - (3) The time lines and other steps in the Employer's investigation may be adjusted by mutual consent to meet the reasonable needs of the specific circumstances at issue but the Employer and Union will endeavour to resolve complaints as quickly as possible.

ARTICLE 2 - UNION RECOGNITION

2.1 Recognition/Exclusive Bargaining Agent

(a) The Employer recognizes the Union as the exclusive bargaining agent of all employees of the Cariboo Regional District save and except those positions excluded in accordance with the *Labour Relations Code* of British Columbia.

(b) The Employer will ensure that any new positions created are automatically included in the bargaining unit unless they are created in accordance with the provisions for excluded positions under the *Labour Relations Code* of British Columbia. The Employer will not create, remove or amalgamate excluded position(s) without prior discussion at the Labour Management Committee. Should the Union disagree that the excluded position qualifies as excluded, the Union may file an application with the Labour Relations Board of British Columbia to have the matter adjudicated by the Board.

2.2 No Other Agreement

No employee covered by this agreement shall be required or permitted to make a written or oral agreement with the Employer or its representatives which may conflict with the terms of this agreement.

2.3 No Discrimination for Union Activity

The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee for reason of membership or activity in the Union.

2.4 Correspondence

The Employer agrees that all correspondence between the Employer and the Union shall be sent to the union area staff representative. The Employer agrees to copy the union area staff representative with any correspondence between the Employer and an employee as it pertains to this agreement, except as otherwise permitted in other sections of this agreement. All correspondence from the Union to the Employer shall be sent to the Chief Administrative Officer (CAO).

2.5 Union Insignia

A union member shall have the right to wear or display the recognized insignia of the Union on their personal property while on the Employer's premises.

2.6 Recognition and Rights of Stewards

(a) The Employer recognizes the Union's right to select stewards to represent employees. The Employer and the Union will agree on the number of stewards taking into account both operational and geographic considerations. The Union agrees to provide the Employer with a list of the employees designated as stewards.

(b) The steward or their alternate shall obtain the permission of management before leaving their work to perform their duties as steward. Such permission shall not be unreasonably withheld. On resuming their normal duties, the steward shall notify management.

2.7 Bulletin Boards

The Employer shall provide bulletin board or similar facilities for the exclusive use of the Union's communications, the sites/type to be determined by mutual agreement. The use of such bulletin board facilities shall be restricted to the business affairs of the Union.

2.8 Right to Respect a Picket Line

- (a) All employees covered by this agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the relevant provincial labour legislation. Any employee failing to report for duty shall be considered absent without pay.
- (b) Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this agreement nor shall it be grounds for disciplinary action.

2.9 Time Off for Union Business (Without Pay)

The Employer shall grant, on written request, leave of absence without pay and without loss of seniority:

- (a) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- (b) for elected or appointed representatives of the Union to attend to union business which requires them to leave their premises of employment;
- (c) for employees who are representatives of the Union on a bargaining committee to prepare for collective bargaining. A maximum of two days per year of existing collective agreement duration shall be granted. For contract terms of one year or less, up to three days shall be granted;
- (d) the Employer shall grant, on written request, leave of absence without pay for a period of one year to an employee selected for a full-time position with the Union or any body to which the Union is affiliated;
- (e) for an employee elected to the position of President or Treasurer of the B.C. Government and Service Employees' Union.

2.10 Time Off for Union Business (With Pay)

Leave of absence with pay and without loss of seniority may be granted:

- (a) to employees who are representatives of the Union on the Union Bargaining Committee to leave their employment to carry on negotiations with the Employer;
- (b) to stewards, or their alternates, to perform their duties as steward;
- (c) to employees called to appear as witnesses before an arbitration board dealing with a matter between the parties to this agreement;
- (d) to the Union's appointees to the Labour/Management Committee while meeting with management representatives.

The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.

2.11 Employees Remain on Payroll

To facilitate the administration of this clause when leave without pay is granted, the leave shall be given with basic pay and the Union shall reimburse the Employer for wage and benefit costs, including travel time incurred. Leave of absence granted under this clause shall include sufficient travel time. The Union shall provide the Employer with reasonable notice prior to the commencement of leave under this clause. It is understood that employees granted leave of absence pursuant to this clause shall receive their current rates of pay while on leave of absence with pay.

2.12 Union Meetings

Where the Employer has given approval for a union meeting at the workplace, meetings will take place after the conclusion of the employee's scheduled shift and shall not interfere with normal operations.

2.13 Bargaining Unit Work

Excluded employees shall not perform bargaining unit work on an ongoing or continuous basis. Bargaining unit work does not include work currently performed by excluded personnel or work considered as a normal part of the duties of excluded personnel.

ARTICLE 3 - UNION SECURITY

All employees, except those holding excluded positions shall, as a condition of continued employment, become members of the Union and maintain such membership, upon completion of 30 calendar days as an employee (subject only to the provisions of Section 17 of the *Labour Relations Code - Religious Objections*).

ARTICLE 4 - CHECK-OFF OF UNION DUES

4.1 Union Dues

Employees shall be required to pay regular monthly dues to the Union as a condition of employment and the Employer shall collect such dues through payroll deduction, and remit to the Union monthly.

4.2 Assessments

The Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.

4.3 Remittance to the Union

Deductions shall be made biweekly and remitted to the President of the Union no later than the 15th day of the subsequent month. With each union dues remittance cheque, the Employer shall provide the following information for each employee in the following order:

- Employee number,
- Employee name,
- Social Insurance Number,
- Current pay period union dues,
- Current pay period hours,
- Current pay period earnings.

In addition, the Employer shall provide quarterly reports with the following information:

- Employee number,
- Employee name,
- Social Insurance Number,
- Department,
- Category,
- Occupation code,
- Birth date,
- Address,

- Phone number,
- Status,
- Hire date,
- Seniority date
- A report of employees who cease employment.

Where possible, the reports will be provided in electronic format.

4.4 Union to Advise Amounts

The Union shall advise the Employer in writing of the amount of its regular monthly dues. The amount so advised shall continue to be the amount to be deducted until changed by written notice to the Employer, signed by the President of the Union. Upon receipt of two weeks such notice the changed amount shall be the amount deducted.

4.5 Employee Authorization

An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from the employee's monthly wages the amount of the regular monthly dues payable to the Union by a member of the Union.

ARTICLE 5 - NEW EMPLOYEES

5.1 Employer and Union to Acquaint New Employees

- (a) The Employer agrees to acquaint new employees of the fact that a collective agreement is in effect and with the conditions of employment set out in Article 4.
- (b) The Employer agrees to provide each new employee, at the time of hire or the date the employee commences active employment, with a hire letter which will include the following wording:
"Your union steward is who can be located at; work phone _____; extension _____. You are entitled to a meeting with your steward for 15 minutes during working hours during the first 30 calendar days of employment, without loss of pay. Where the steward is on your worksite, the steward will assist you with completing the Union Membership Application Card. If the steward does not work on your worksite, please contact the steward by phone to arrange to complete and forward the Card to BCGEU Headquarters in Burnaby. There is no initiation fee."
- (c) Copies of the letter to each new employee will be distributed to the steward.

ARTICLE 6 - MANAGEMENT RIGHTS AND RESPONSIBILITIES

Management shall have full authority to:

- (a) maintain order, discipline and efficiency;
- (b) hire, classify, discharge, transfer, promote, demote or discipline employees;
- (c) generally to manage the enterprises in which the Regional District is engaged, and without restricting the generality of the foregoing, to determine the number and location of offices, activities in which to engage, services to be provided, methods of operating, schedules of operation, kinds and locations of all equipment to be used, working procedures and standards of performance.

The above rights shall be exercised in a manner consistent with the articles of this agreement and management actions under this article shall be subject to grievance procedure.

ARTICLE 7 - EMPLOYER/UNION RELATIONS

7.1 Union Representation

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. To implement this the Union shall supply the Employer with the names of its officers and similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

7.2 Union Representatives - Access to Employer's Premises

The Employer agrees that access to its premises will be granted to members of the staff of the Union when dealing with the Employer as well as for the purpose of investigating and assisting in the settlement of a grievance. Union staff shall notify the designated supervisor in advance of their intention and their purpose for entering and shall not interfere with the operation of the branch concerned.

7.3 Technical Information

The Employer agrees to provide to the Union such information that is available and legally permitted relating to employees in the bargaining unit, as may be required by the Union for collective bargaining purposes.

7.4 No Strike

The Union agrees that it will not cause, authorize or sanction nor permit its members to cause or take part in any slowdown in any department or any strike or stoppage of the Regional District's operations or any curtailment of work or restriction of or interference with production or services or any picketing of the Regional District's premises during the term of this agreement.

7.5 No Lockout

The Regional District agrees that it will not cause or sanction a lockout during the term of this agreement.

7.6 Labour/Management Meetings

A labour/management committee shall be established consisting of up to four representatives selected by the Union (one of which will be a steward) and up to four from management. The representatives selected by the Union, including the steward, will not exceed one per work area as designated below. This Committee shall meet to discuss any items either party deems appropriate for the agenda. Any request for a meeting will not be unreasonably denied by either party. The Committee will meet quarterly at a minimum unless cancelled by mutual consent. The time involved will be considered time worked.

There are a total of nine work areas for the purpose of this section, designated as follows:

- (a) The Cariboo Regional District office in Williams Lake shall be comprised of five work areas, namely; Planning, Building Inspection, Admin/Finance, Library Services and All Others.
- (b) The Cariboo Regional District office in 100 Mile House shall constitute one work area.
- (c) The Cariboo Regional District office in Quesnel shall constitute one work area.
- (d) The area and community libraries, combined, shall constitute two work areas. However, it is understood that only one representative will be permitted from a given library.

ARTICLE 8 - GRIEVANCES

8.1 Grievance Procedure

The Employer and the Union recognize that grievances may arise concerning:

- (a) Differences between the parties respecting the interpretation, application, operation or any alleged violation of a provision of this agreement or arbitral award, including a question as to whether or not a matter is subject to arbitration; or
- (b) The dismissal, discipline or suspension of an employee bound by this agreement.
- (c) Disciplinary action grievable by the employee shall include written censures, letters of reprimand and adverse reports or employees' appraisals. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record. Upon the employee's request any such document, other than formal employee appraisals, shall be removed from the employee's file after the expiration of 18 months from the date it was issued provided there has not been a further infraction. The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

8.2 Step 1

In the first step of the grievance procedure, every effort shall be made to settle the dispute with the designated local supervisor. The aggrieved employee shall have the right to have their steward present at such discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the union steward, to Step 2 of the grievance procedure.

8.3 Time Limit to Present Initial Grievance

An employee who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Clause 8.4, must do so not later than 30 calendar days after the date:

- (a) on which he was notified orally or in writing, of the action or circumstances giving rise to the grievance; or
- (b) on which he first became aware of the action or circumstances giving rise to the grievance.

8.4 Step 2

- (a) Subject to the time limits in Clause 8.3, the employee may present a grievance at this level by:
 - (1) recording this grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
 - (2) stating the article or articles of the agreement infringed upon or alleged to have been violated, and the remedy or correction required; and
 - (3) transmitting this grievance to the Chief Administrative Officer or designate through the union steward.

- (b) The Employer shall:
 - (1) provide the employee with a receipt stating the date on which the grievance was received.

8.5 Time Limit to Reply at Step 2

The Employer shall reply to an employee's grievance in writing to the Union within 14 calendar days of receiving the grievance at Step 2.

8.6 Time Limit to Submit to Arbitration

Failing satisfactory settlement at Step 2 and pursuant to Article 9 - Arbitration, the President, or their designate, may inform the Employer in writing of their intention to submit the dispute to arbitration within:

- (a) 30 calendar days after the Employer's decision has been received; or
- (b) 30 calendar days after the Employer's decision was due.

8.7 Administrative Provisions

- (a) The time limits fixed in this grievance procedure may be altered by mutual consent of the parties, but the same must be in writing and such consent will not be unreasonably withheld. Where a grievance or a reply is presented by mail, it shall be deemed to be presented on the day on which it is postmarked and it shall be deemed to be received on the day it was delivered to the appropriate office of the Employer or the Union.
- (b) Failure to initiate or process a grievance in accordance with the stipulated time limits or those that are mutually altered will result in abandonment or forfeiture of the grievance as the case may be.
- (c) Grievances and replies (at Step 2, and filing with intent to arbitrate) which are required in writing, shall be sent by registered mail, facsimile transmission, or other mutually agreeable means. Receipt of facsimile transmissions must be confirmed by the appropriate office in which they are received.

8.8 Dismissal or Suspension Grievance

In the case of a dispute arising from an employee's dismissal or suspension, the grievance may commence at Step 2 of the grievance procedure within 30 calendar days of the date on which the suspension occurred, or within 30 calendar days of the employee receiving notice of dismissal or notice of suspension.

8.9 Deviation from Grievance Procedure

The Employer agrees that, after a grievance has been initiated by the Union, the Employer's representatives will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the Union. In the event that, after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that, pursuant to this article, the grievance shall be considered to have been abandoned.

8.10 Policy Grievance

Where either party disputes the general application, interpretation or alleged violation of an article of this agreement, the dispute shall be discussed initially with the Employer or the Union as the case may be. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as set out in Article 9 of this agreement.

8.11 Grievance Investigator

If a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this agreement, including any question as to whether a matter is arbitrable, during the term of the collective agreement a mutually agreed upon person from the list in Article 9.2, shall at the request of either party:

- (a) investigate the difference,
- (b) define the issue in the difference, and
- (c) make written recommendations to resolve the difference within 30 days of the date of receipt of the request and, for those 30 calendar days from that date, time does not run in respect of the grievance procedure.

The parties shall equally share the cost of the fees and expenses of the investigation.

8.12 Pre-Arbitration Meeting

Representatives of the parties agree to meet within 15 calendar days or such other time period as mutually agreed, after a notice of intention to arbitrate has been served by one of the parties. The purpose of this meeting will be a further review of the facts and positions with a view to resolving the matter. If a resolution does not result, the parties agree to explore alternatives to formal arbitration eg: mediation/arbitration or expedited arbitration. Terms of reference and procedure for the latter will be developed on a case-by-case basis and recorded in a memorandum of understanding.

ARTICLE 9 - ARBITRATION

9.1 Notification

Either of the parties may, after exhausting the grievance procedure in Article 8, notify the other party within 30 calendar days of the receipt of the reply at Step 2 of its desire to submit the difference or allegation to arbitration.

9.2 Composition of Board of Arbitration

Upon receipt of notice to arbitrate, pursuant to Clause 9.1, the parties will select a single arbitrator from the following list, within 14 calendar days:

Peter Cameron
James Dorsey
Wayne Moore
Chris Sullivan

or such other person as mutually agreed. The Arbitrator shall be selected on a rotational basis in the above order provided they have availability within 60 calendar days. Should none of the arbitrators have availability within that time frame, then the parties may, by mutual agreement, select an alternative arbitrator.

9.3 Arbitration Board Procedure

The Arbitrator shall determine the procedure for resolving a dispute subject to the principles of fair and equitable treatment of the parties and the rules of natural justice. The decision of the Arbitrator will be final and binding upon the parties.

9.4 Restrictions on the Arbitrator

The Arbitrator is restricted to dealing with the questions designated in Clause 8.1 above and shall not have the power to change this agreement by adding, deleting, amending, altering or modifying any of its terms and conditions.

9.5 Costs

The fees and expenses of the Arbitrator will be shared equally by the parties.

9.6 Expedited Arbitration

- (a) Where the parties mutually agree beforehand, they may meet to review outstanding grievances to determine by mutual agreement those grievances suitable for this process.
- (b) The parties shall mutually agree upon single arbitrators who shall be appointed to hear and resolve such grievances. The arbitrators shall be as per the list in Clause 9.2.
- (c) The Arbitrator shall hear the grievances and shall render a decision within two working days of such hearings. No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey the decision.
- (d) Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- (e) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (f) The parties shall equally share the cost of the fees and expenses of the arbitration and hearing rooms.

ARTICLE 10 - DISCIPLINE, SUSPENSION & DISCHARGE

10.1 Burden of Proof and Notice Requirement

In all cases of discipline, the burden of proof of just cause shall rest with the Employer. Notice of discipline shall be in writing and shall set forth the reasons. A copy of the written notice involving a suspension or dismissal shall be forwarded to the staff representative of the Union within five working days of the action being taken.

10.2 Rejection During Probation

The Employer may dismiss a probationary employee for just cause. The test of dismissal for just cause shall be a test of suitability for the probationary employee for continued employment in the position to which they have been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance. A probationary period extension may be considered in accordance with Article 12.7.

10.3 Right to Have a Steward Present

- (a) An employee shall have the right to have a steward present at any meeting with a supervisor or management involving disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact their steward, providing that this does not result in an undue delay of the appropriate action being taken. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

(b) A steward shall have the right to consult with a staff representative of the Union and to have a local union representative present at any discussion with supervisory personnel which the steward believes might be the basis of disciplinary action against the steward, providing that this does not result in an undue delay of the appropriate action being taken.

10.4 Access to Personnel File

An employee, or the President of the Union or his designate with the written authority of the employee, shall be entitled to review the employee's personnel file, both paper and, if applicable, electronic, in the office in which the file is normally kept, in order to facilitate the investigation of a grievance. The employee, or the President or his designate, as the case may be, shall give the Employer adequate notice prior to having access to such file.

It is understood that some information on an employee's file, involving a third party, could be subject to the "*Freedom of information and Protection of Privacy Act*".

10.5 Appraisals

Should the Employer initiate a formal employee appraisal system, it is agreed that the format will be discussed at the Labour/Management Committee meeting prior to implementation with a view to reaching mutual agreement.

ARTICLE 11 - SENIORITY

11.1 Seniority Defined

- (a) Seniority shall mean the length of continuous service that an employee has accumulated in the employ of the Cariboo Regional District and for those employees transferred from the Cariboo Thompson Nicola Library System, will include the time spent with that employer.
- (b) Seniority for employees shall be all hours accumulated from their date of employment. Such hours to include a straight-time equivalent for absences while on WCB and Weekly Indemnity (Income), Maternity, Parental, and any medical leave.
- (c) Seniority for all employees shall be on a bargaining unit wide basis.

11.2 Seniority List(s)

The Employer shall maintain a service seniority list showing accumulated hours of work for each employee and whether the employee is full, part-time or casual. These shall be published once annually and forwarded to the Union. Updates to the annual seniority list are subject to mutual agreement but such agreement will not be unreasonably withheld.

11.3 Loss of Seniority

An employee shall lose their seniority in the event that:

- (a) they are discharged for just cause;
- (b) they voluntarily terminate or abandon employment;
- (c) they are on layoff for more than 12 months;
- (d) they are absent without leave and without a reasonable explanation for three consecutive workdays.

Note: a casual employee shall retain the seniority which has accrued up to the point of layoff for the equivalent duration of their service, not to exceed one year. Such seniority is limited to "recall" only.

11.4 Re-Employment

An employee who resigns their position and within 60 calendar days is re-employed, shall be granted a leave of absence without pay covering those days absent and shall retain all previous rights in relation to seniority and other fringe benefits.

11.5 Care and Nurturing/Bridging of Service

The Employer may grant, upon request, a leave of absence for a period not to exceed three years for the purpose of raising/caring for a family member. Seniority shall be retained but not accrued. The following conditions shall apply:

- (a) The employee shall confirm their intention of returning to work at least two months prior to the expiration of leave.
- (b) The employee shall be allowed to continue their benefits during such leave, at the cost of the employee.
- (c) During the leave the employee must not have been engaged in remunerative employment outside the home.

ARTICLE 12 - SERVICE CAREER POLICY

12.1 Posting a Vacancy

This section does not apply to casual positions of less than 30 calendar days' duration.

- (a) Prior to filling any job opening Management will post an announcement for the purpose of providing employees with an opportunity to declare their candidacy for the job. The period of posting shall not be less than one week.
- (b) Management will not hire outside applicants to posted vacancies until all qualified internal applicants have been interviewed and preference shall be given the latter where relative ability and qualifications are equal.

12.2 Role of Seniority in Promotions and Transfers

Both parties recognize:

- (a) the principle of promotion within the service of the Employer;
- (b) that job opportunities should increase in proportion to length of service;

therefore, where two or more applicants have qualifications, and/or abilities, and experience which are relatively equal, the applicant with the greater seniority shall be awarded the position, promotion, and/or transfer.

12.3 Trial Period

The successful internal applicant shall be notified within one week following the end of the posting/interview period. They shall be given a reasonable trial up to a maximum of three months. Conditional on satisfactory service, the employee shall be declared permanent after the trial period. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, they shall be returned to their

former position, wage rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage rate, without loss of seniority. Article 13.2, advance notice of layoff, shall not apply if the notice results from the application of this article.

12.4 Observer

The President of the Union or their designate may sit as an observer on a selection panel for positions in the bargaining unit. The observer shall be a disinterested party. This clause shall not apply to excluded positions. The onus shall be on the Union to notify the Employer of their interest to observe prior to any interview and will not delay the interview schedule.

12.5 Letter of Preference

Employees who wish to apply for any position prior to its' being posted may place their request in writing to the Senior Manager of the Department concerned indicating the position(s) to which they have an interest. The employee's application will be kept on file for a period of one year from the date of receipt.

12.6 Relocation Expenses

Other than on initial hiring, the Employer's policy on relocation expenses, shall be applied to bargaining unit employees where the Employer requests the employee to change their work location. This is not applicable to employees exercising their right to bump an employee with lesser seniority pursuant to Clause 13.1 or to those employees voluntarily applying for a position at a different location.

12.7 Extension of Probation

The Employer, with the agreement of the Union, may extend the probationary period one time only for a further period not to exceed 45 calendar days.

ARTICLE 13 - LAYOFF & RECALL

13.1 Layoff

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of layoff, employees shall be laid off by classification in the reverse order of their bargaining-unit-wide seniority. An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right is qualified to perform the work of the less senior employee. Such employee shall be entitled to a reasonable familiarization period to demonstrate their ability to perform the work of up to a maximum of three months duration.

13.2 Notification of Layoff

Unless legislation is more favourable to the employees, the Employer shall notify the employees who are to be laid off 15 working days prior to the effective date of layoff. If the employee has not had the opportunity to work the days as provided in this article, they shall be compensated for the days for which work was not made available.

13.3 Reinstatement and Recall

- (a) Recall will be by seniority; by classification; on a bargaining-unit-wide basis, provided it is a location to which the employee has given a written indication of a desire to transfer under Clause 12.5.

(b) Each employee on layoff shall be responsible for keeping the Employer notified of a current contact point through which they can be reached. The Employer's responsibility shall be limited to the last contact point supplied by the employee prior to the point of recall.

(c) No new employees shall be hired following a layoff until those who were laid off have been given a reasonable opportunity of recall by delivery of notice verbally or by registered letter by an Employer's representative.

(d) An employee who does not respond within 48 hours of the Employer's initial contact attempt, as per (c) above, or who refuses to report to work shall lose their opportunity for recall. An employee shall report to work within seven calendar days of the Employer's initial attempt to contact.

13.4 Benefits While on Layoff

Where an employee does not exercise the right to bump a junior employee that employee will be maintained on the Life, AD&D, EHB, MSP and Dental benefit plans for a maximum of six months or until they secure other employment, whichever comes first.

ARTICLE 14 - HOURS OF WORK

14.1 Workday/Workweek

The normal workweek for all employees shall be established on the principle of 35 hours within a five day week Monday through Saturday. The normal workday shall consist of a scheduled period of seven hours.

14.2 Hours of Work

(a) (1) Staff may work a four day or three day week or equivalent modified workweek based upon an average of 1820 hours per year with a maximum straight-time daily shift of 10 hours, or 11 hours and 40 minutes respectively. Specific schedules to be determined by the mutual agreement of the employees affected and the Employer; or

(2) Where, as a condition of employment, a four day week or a three day week is established, mutual agreement of the employee is not required.

(b) Where either party proposes a schedule under Article 14.2(a), mutual agreement will not be unreasonably withheld where the following criteria are met:

(1) such schedules must not increase cost to the Employer and where possible shall decrease cost; and/or

(2) should either improve efficiency or improve service to the public;

(3) must meet the hours of operation as established by the Employer.

14.3 Rest Periods

(a) There shall be a 15 minute rest period in each half of any regular shift per 14.1(a), above.

(b) Where shifts vary from the standard workday, the rest period(s) shall be equal to four minutes for each hour worked.

(c) An employee required to work continuously such that the rest period cannot be taken will be allowed to accrue the time to be taken at a future opportunity without loss of pay. An employee will be obligated to notify the supervisor as soon as practical of the dates when rest periods are accrued and subsequently arrange with the supervisor the rescheduling of the time off.

14.4 Lunch Period

- (a) An unpaid lunch period of not less than one-half hour shall be scheduled as close as possible to the middle of any shift exceeding six hours.
- (b) An employee required to work continuously throughout a shift with no scheduled lunch break shall eat when opportune and be paid for such time.

14.5 Changes to Work Schedules

- (a) The Employer shall post a two week shift schedule for all full-time, part-time and casual employees working other than a standard workweek in accordance with Article 14.1. The schedule shall be posted a minimum of two weeks prior to the commencement of the first scheduled shift.
- (b) The established work schedules which include, starting times, rest periods, lunch periods and quitting times may be modified during the term of the agreement by mutual consent and discussions may be initiated by either party.

14.6 Minimum Daily Hours

Except where otherwise provided in this agreement, in the event of an employee starting work on any day and being sent home before they complete their normal shift, the employee shall be paid for the actual hours worked, or a minimum of four hours.

14.7 Application of Seniority to Part-Time and Casual Work

In allocating part-time and casual work, the Employer will recognize the seniority of the employees, provided the employee is qualified to perform the work available. It is understood that employees may register for work at more than one worksite, however, the Employer is not obligated to offer work to an employee who has not pre-registered with the supervisor of the operation concerned. Wherever possible, no employee will be scheduled so as to have less than two consecutive days of rest in any calendar week.

Part-time and Casual employees on an on-call list who decline 50% or more of the shifts made available to them over a three month period will be removed from the on-call list for that location. Removal from an on-call list does not affect a part-time employee's regularly scheduled shifts.

14.8 Travel Time

Time spent travelling in the performance of an employee's duties shall be considered as time worked and if required outside of regular scheduled hours will be compensated at applicable overtime rates. Travel time does not include time travelled to and from home, except in the case of "callback" to work per Clause 16.6. This section does not apply to mutually agreed upon training sessions, conferences, and seminars, and for these activities, the supervisor and the employee will reach mutual accommodation mixing time away from work with pay and some of the employee's own time.

14.9 Shift Changes for Part-Time Employees During Christmas

- (a) Between December 1st and January 31st in each year, part-time employees may reschedule a maximum of three regularly scheduled shifts to facilitate time off between December 24th and January 2nd.
- (b) On October 1st, of each year the Employer will send a notice to remind all employees to submit their requests for rescheduled shifts.
- (c) By October 15th in each year, all part-time employees who want to reschedule will submit a request outlining which regularly scheduled shifts they wish to reschedule.

(d) The Employer will select the dates to which the regularly scheduled shift is rescheduled. It is the intent of the parties not to unreasonably restrict the requests for rescheduling. The Employer will make best efforts to accommodate each part-time employee's request. If the Employer cannot accommodate all requests, allocation to a rescheduled shift will be done on the basis of seniority.

(e) As an exception, and where operationally no option to accommodate a rescheduled shift exists during the period from December 1st to January 31st, the Employer will set the rescheduled shift outside the period.

(f) In the event that a request to reschedule a regularly scheduled shift between December 24th and January 2nd cannot be accommodated, the Employer will extend the opportunity to reschedule a regularly scheduled shift to a mutually agreeable date before March 31st.

(g) By November 15th in each year the Employer will notify the part-time employees of the rescheduled shifts.

ARTICLE 15 - SHIFTWORK

15.1 Shift Premiums

A premium of 75¢ per hour will be paid for all hours worked between 6:00 p.m. and 6:00 a.m. effective the first payday after ratification. This premium will not be compounded by overtime rates.

15.2 Short Changeover Premium

(a) Failure to provide at least eight hours rest between shifts shall result in payments of overtime at established rates for any hours worked during such periods.

(b) Where an employee exercises seniority rights to work shifts, one of which falls within the eight hour rest period, the employee shall not be entitled to claim the premium rate referred to in (a) above.

15.3 Exchange of Shifts

Employees may exchange shifts with the approval of the Employer, provided that, whenever possible, sufficient advance notice in writing is given and provided that there is no increase in cost to the Employer.

ARTICLE 16 - OVERTIME

16.1 Overtime Compensation

Authorized overtime work shall be compensated at the following rates:

(a) employees working regular or modified schedules as defined by Article 14.1 and 14.2 shall be paid time and one-half for the first two hours exceeding a regular shift and double-time thereafter. Any overtime worked beyond 11 hours and 40 minutes is at double-time.

(b) double-time for all hours worked on a day of rest.

(c) A day of rest shall be deemed to be the following:

(1) for employees working regular five day schedules as defined by Article 14.1, the two remaining days of the calendar week.

(2) for employees working modified schedules as defined by Article 14.2, rest days shall be deemed to be those days for which the employee was not scheduled for work on the posted two week shift schedule.

The compensation of overtime in (a) and (b) is to be on a daily basis and not cumulative.

16.2 Work on a Designated Holiday

An employee who works on a designated holiday shall receive double-time for all hours worked.

16.3 Option of Pay or Compensatory Time Off

An employee shall have the option of receiving payment or compensatory time off as a result of overtime at the mutual convenience of both parties. Where an employee chooses to take compensatory time off, such time off will be taken by April 30th in the year following the year in which it is earned at a time mutually convenient to the employee and the Employer. Any time not taken will be paid out in the first pay period following April 30th.

16.4 No Layoff to Compensate for Overtime

Employees shall not be laid off during regular hours to equalize any overtime worked.

16.5 Part-Time and Casual Employees

Part-time or casual employees working less than the normal hours per day of a full-time employee, and who are required to work longer than their regular working day, shall be paid at the rate of straight-time for the hours so worked, up to and including the normal hours in the working day (based on the schedule in effect for the full-time employees in the department or worksite as the case may be). Regular overtime rates shall apply after the normal hours in the working day and for all work performed on holidays and regular days off.

16.6 Callback

An employee who is called back to work outside their regular working hours shall be compensated for a minimum of three hours at overtime rates. Should the employee be called out within three hours of the initial call, they shall not receive another callback premium.

16.7 Rest Interval After Overtime

An employee required to work overtime beyond their regularly scheduled shift shall be entitled to eight clear hours between the end of the overtime work and the start of their next regular shift. If eight clear hours are not provided, overtime rates shall apply to hours worked on the regular shift.

16.8 Overtime Premiums Not Compounded

Overtime premiums shall not be compounded.

16.9 Sharing of Overtime

Overtime work shall be allocated on an equitable basis.

16.10 Right to Refuse

All employees shall have the right to refuse to work overtime, except when required to do so in emergency situations, without being subject to disciplinary action for so refusing.

ARTICLE 17 - PAID HOLIDAYS

17.1 Paid Holidays

(a) The following have been designated as paid holidays:

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

and any other holiday proclaimed as a holiday by the federal or provincial government shall also be a paid holiday for which eligible employees shall receive pay at straight-time.

(b) Full-time employees based out of the Williams Lake, Quesnel and 100 Mile administrative offices, except utility operators, will be entitled to three additional days between Christmas and New Year's Day to facilitate paid leave during closure of the offices.

(c) For operations at Williams Lake Library, Wrestling Day will be observed (January 2nd), and full-time employees will be entitled to two additional days to be taken between January 3rd and February 28th. For other library operations, full-time employees will be entitled to three additional days to be taken between January 2nd and February 28th.

(d) Full-time utility operators will be entitled to three additional days to be taken between December 15th and February 28th.

17.2 Holiday Falling on a Saturday or Sunday

For an employee whose workweek is from Monday to Friday and when any of the above-noted holidays fall on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this agreement; and when a holiday falls on a Sunday and it is not proclaimed as being observed some other day, the following Monday (or Tuesday, where the preceding section already applies to the Monday) shall be deemed to be the holiday for the purpose of this agreement.

17.3 Holiday Coinciding with a Day of Vacation

Where an employee is on vacation leave and a paid holiday falls within that period, the paid holiday shall not count as a day of vacation.

17.4 Credit for Overtime in the Same Week

Regular standard workday hours on a paid holiday shall be considered time worked for the purpose of calculating overtime hours for the week in which they occur.

17.5 Application to Part-Time and Casual Employees

Part-time and casual employees shall not be eligible for statutory holiday benefits and in lieu thereof shall be paid a premium of 4.6% of their regular base rate for all hours worked. This premium shall not be compounded by overtime.

17.6 Application to Full-Time Employees

Full-time employees who work a statutory holiday may elect either payment for the holiday or another

day off with pay for equivalent hours at straight-time at a mutually convenient time within two months of the holiday.

ARTICLE 18 - ANNUAL VACATIONS

18.1 Calendar Year Definition

A vacation year shall be the calendar year commencing January 1st and ending December 31st.

18.2 Vacation Entitlement

A full-time employee is entitled to 105 hours of vacation with pay upon completion of one year of service. Upon completion of each subsequent year, a full-time employee is entitled to seven additional hours up to a maximum annual entitlement of 182 hours. The annual entitlement will become 196 hours at 15 years’ service, and 210 hours at 20 years’ service.

Year of Service	Vacation Hours
First	105
Second	112
Third	119
Fourth.....	126
Fifth	133
Sixth	140
Seventh	147
Eighth	154
Ninth	161
Tenth.....	168
Eleventh	175
Twelfth.....	182
Thirteenth	182
Fourteenth	182
Fifteenth to nineteenth	196
Twentieth to thereafter	210

Vacation entitlement shall be administered as follows:

- (a) On January 1st of each vacation year, all full-time employees, with the exception of employees on probation, shall be advanced their vacation entitlement for that vacation year.
- (b) During their probationary period, a full-time employee shall accrue vacation entitlements on a monthly basis at the rate of one and one-quarter days for each month worked. Upon successful completion of their probationary period, the full-time employee shall receive an advance of their vacation entitlement for the remainder of the vacation year in which the probationary period ended.
- (c) An employee who terminates their employment prior to completion of the calendar year will be entitled to a prorated vacation benefit based on the fraction of the year completed. If the terminating employee has taken more vacation than the entitlement, the Employer will be allowed to recover the excess from the employee’s final pay or from any other funds due to the Employee. If insufficient funds are available from which to recover the excess, the Employee shall remit the balance owing to the Employer.

18.3 Vacation Schedules and Preference

(a) It is the intent of the parties that no employee shall be unreasonably restricted in the time of year that is chosen for vacation. Accordingly, all employees that are entitled to four weeks' vacation entitlement or more shall be allowed to take at least four weeks' vacation entitlement in one block, if desired and shall be allowed to take up to four weeks of vacation entitlement during the period of May 1st to September 30th, inclusive, which shall be defined as prime time vacation period. Employees that have less than four weeks' vacation entitlement shall be allowed to take their entire vacation entitlement in one block, if the employee so desires.

(b) For those employees who have more than four weeks' vacation entitlement, the Employer shall make every reasonable effort to allow such employees to take their complete vacation entitlement in one block, if the employee so desires.

(c) It is understood that certain positions will be grouped as listed below for the purpose of scheduling vacations and that at least one employee per vacation grouping will be allowed away at any time.

Grouping:

(1)	Administration:	Clerks
(2)	Building:	Plan Checkers / Building Inspectors
(3)	Finance:	Financial Accountant and Accounting Clerks
(4)	Planning:	Planners and Technicians
(5)	Environmental Services	Operators, Coordinators, and Technicians
(6)	Libraries (by location)	Library Technicians and Clerks
(7)	CRD Library Office	Library Technicians and Clerks

(d) Preference in the selection and allocation of vacation time shall be determined within each group based on mutual agreement of the affected employees. Failing agreement, allocation is on the basis of service seniority. Where an employee chooses to split a vacation, the second choice of vacation time shall be made only after all other employees concerned have made their initial selection.

(e) Vacation schedules will be circulated for the purpose of recording the employees' preference by March 1st of each year. The finalized schedule will be posted by April 1st of each year.

(f) An employee who does not exercise their seniority rights within two weeks of receiving the vacation schedule shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.

(g) Vacation schedules, once approved by the Employer, shall not be changed, other than in cases of emergency, except by mutual agreement between the employee and Employer.

18.4 Payment of Vacations

Payment for vacations will be made at an employee's regular rate of pay, except if an employee has been working in a higher paid position for a majority of the 60 working days preceding their vacation, in which case they shall receive vacation pay on the basis it was earned. An employee shall not receive cash in lieu of vacation time except upon retirement or termination.

18.5 Vacation Carryover

An employee may carry over up to 35 hours of vacation leave per vacation year except that such vacation carryover shall not exceed 70 hours at any time.

18.6 Callback from Vacation

Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency.

18.7 Vacation Year

The vacation year shall be based on each employee's date of hire.

18.8 Application to Part-Time Employees

Part-time employees shall be paid a premium of 6% of their gross earnings biweekly. At 10,200 hours, part-time employees shall be paid a premium of 8% of their gross earnings. At 20,600 hours, part-time employees shall be paid a premium of 10% of their gross earnings. Part-time employees will be entitled to unpaid vacation time off as per Clause 18.3 based on their service time. A year's service being the requisite equivalent annual hours for a full-time employee.

If a part-time employee chooses to accept a full-time position, regular vacation leave in accordance with Article 18.2 will apply. Years of service will be calculated based on actual hours worked as a part-time employee.

18.9 Application to Casual Employees

Casual employees shall not be eligible for regular paid vacation and in lieu shall be paid a premium of 6% of their gross earnings biweekly.

ARTICLE 19 - SICK LEAVE**19.1 Sick Leave Entitlement**

Employees shall receive 100% of their regular rate of pay when utilizing their sick leave entitlements. Sick leave entitlements shall be determined as follows:

- (a) In addition to the insured benefits (Weekly Income and Long-Term Disability), each full-time employee will be entitled to 84 hours absence per year. Employees shall be entitled to carry over a maximum of 21 hours to provide for a maximum of 105 hours in any calendar year.
- (b) It is understood that sick leave entitlement for part-time employees will be prorated to reflect the hours worked. Part-time employees are entitled to carry forward their unused accrual of sick leave to the subsequent year(s) provided that their sick leave entitlement does not, at any time, exceed 105 hours.
- (c) During their probationary period, a full-time employee shall accrue sick leave entitlement of 21 hours based on earning seven hours per month. It is agreed that employees taking their full entitlement of 21 hours during their probationary period shall be required to repay any hours taken in excess of those earned in the event that the employee does not complete the full 90 day probationary period. In such event, a prorated adjustment shall be made to their wages upon issuance of their final paycheque repaying any unearned sick leave taken. Upon successful completion of their probationary period, the full-time employee shall receive the remainder of their sick leave entitlement for the calendar year in which the probationary period ended.
- (d) Sick leave entitlement deductions shall be calculated on an hourly basis.

19.2 Family Illness

In the case of a sudden illness of a child or family member permanently residing at the employees household, and when no one at the employees home other than the employee can provide for the needs of the ill child or dependant, the employee shall be entitled, after notifying their supervisor, to utilize the entitlements described in Article 19.1 for this purpose.

The employee agrees to make reasonable efforts to acquire suitable care for the ill party as to limit the application of this section.

19.3 Deduction of Sick Leave

- (a) All absences due to illness or injury shall be charged against an employee's sick leave credits.
- (b) An employee should make every effort to schedule dental and medical appointments outside of normal working hours. Where it is not possible to schedule medical and/or dental appointments outside regularly scheduled working hours, reasonable time off for medical and dental appointments for employees or for an employee's spouse, where they are incapacitated, and dependent children shall be permitted and the absence shall be charged to the entitlement described in Article 19.1. The Employer reserves the right to deny the requested leave, where, there has been an abuse of this privilege or there has been insufficient effort to schedule appointments during regular time off.
- (c) Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their credit described in Article 19.1 the necessary return travelling time to receive personal or immediate family medical and dental care at the nearest medical centre. The Employer may request a certificate of a qualified medical or dental practitioner, as the case may be, stating that treatment could not be provided by facilities or services available at the employee's place of residence.

19.4 Balance of Entitlement Request

An employee shall be advised of the balance of their sick leave credits within seven calendar days of a written request to the Employer.

19.5 Reporting Illness or Injury

- (a) The employee shall inform their supervisor prior to the commencement of their shift, or as soon as possible thereafter, of their inability to report to work because of illness or injury.
- (b) The employee may be required to provide a doctor's certificate for illness or injury of three workdays or more. In the case of family illness, the employee may be required to provide a medical certificate after two workdays or more.
- (c) The Employer may require a doctor's certificate if a pattern of absence is noted.

ARTICLE 20 - SPECIAL AND OTHER LEAVE

20.1 Bereavement Leave

- (a) In the case of bereavement in the immediate family, an employee not on leave of absence without pay shall be entitled to special leave at their regular rate of pay. This leave will include the date of the funeral, ceremony and/or the date of death and will not exceed five working days.
- (b) Immediate family is defined as an employee's parents, stepparents, spouse, child, (the latter three to include common-law), grandparents, grandchildren, brother, sister, stepsibling, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law. Any relative permanently

residing in the employee's household or with whom the employee permanently resides is also considered to be immediate family.

(c) If an employee is on vacation at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

(d) Additional days for required travel shall not be unreasonably withheld. Employees will have the option to utilize vacation days, banked time or leave without pay for the required travel.

20.2 Special Leave

Employees shall be entitled to leave at their regular rate of pay for the following reasons:

- (a) marriage of the employee or the employee's child..... one day;
- (b) birth or adoption of the employee's child one day;
- (c) attendance at a formal hearing to become a Canadian citizen one day;
- (d) court appearance for hearing of an employee's child one day per year;
- (e) attendance at a funeral of a friend or as a pallbearer one day.*

** Occasions in excess of two per calendar year will be charged to an employee's sick leave entitlement per Article 19.1.*

All special leave days are non-cumulative.

20.3 Public Duties

(a) The Employer shall grant, on written request, leave of absence without pay for persons seeking election or elected to provincial legislature, or federal parliament.

(b) Employees elected or appointed to other public positions will also be granted leave, without pay provided such positions have been mutually agreed to by the Labour/Management Committee.

20.4 Leave for Court Appearances

(a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs. Those employees who are at court in their official capacity will receive reimbursement for all expenses incurred.

(b) An employee in receipt of their regular earnings while serving at court shall remit to the Employer all monies paid to them by the court, except travelling and meal allowances not reimbursed by the Employer.

(c) The Employer will have the right to reschedule part-time and casual employees to minimize the cost to the Employer.

20.5 Leave for Writing Examinations

Leave of absence with pay shall be granted to allow employees time to write examinations for courses approved by the Employer.

20.6 Leave for Taking Courses

(a) An employee shall be granted leave with pay to take courses at the request of the Employer. The Employer shall reimburse all tuition, travel and other related expenses. Travel time will be considered as time worked and compensated or accumulated at straight-time.

- (b) An employee may be granted leave without pay, or leave with partial pay, to take courses in which the employee wishes to enrol.

20.7 Leave Without Pay

Where an employee has exhausted vacation leave and banked overtime, the Employer may consider granting additional leave without pay in extenuating circumstances.

20.8 Donor Leave

An employee may utilize available sick leave pursuant to Article 19 for the purpose of donating bone marrow or an organ. If an employee's sick leave bank is empty, this will be granted as leave without pay.

20.9 Emergency Service Leave

Subject to the Employer's operational requirements, where an employee's services are required for emergency operations within the local community by request from Provincial Emergency Programs Emergency Management BC or appropriate police or fire authority, and leave from work is required, it will be granted as leave without pay. Employees also have the option of taking vacation leave provided they have sufficient vacation accrual to accommodate the requested leave.

20.10 Compassionate Care Leave

- (a) Employees will be granted up to eight weeks of unpaid compassionate leave in order to allow for the care or support of a family member who is gravely ill and has been certified by a qualified medical practitioner as requiring the care and as being at a significant risk of death within 26 weeks. A copy of the medical certificate shall be provided to the Employer at the time leave is requested.
- (b) Family members include child or spouse's child, or common-law spouse's child; spouse or common-law partner; father; mother; father's wife; mother's husband; or father/mother's common-law partner. One leave only will be permitted per sick family member.
- (c) Vacation entitlement and health and welfare benefits shall continue to accrue during such leave and the employee shall return to their former position/wage level at the conclusion of the leave.

ARTICLE 21 - MATERNITY, PARENTAL & ADOPTION LEAVE

21.1 Maternity Leave

- (a) An employee is entitled to maternity leave of up to 15 weeks without pay.
- (b) The employee shall notify the Employer in writing of the expected date of the termination of her pregnancy. Such notice will be given at least 10 weeks prior to the expected date of the termination of the pregnancy.
- (c) The period of maternity leave alone or in combination with the leave period of 21.3 shall commence six weeks prior to the expected date of the termination of the pregnancy. The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner or registered midwife.
- (d) Where an employee is unable to work for health-related reasons prior to the commencement of the six week period referred to in (b) or such other period described in (c) above, the employee shall be entitled to Weekly Indemnity benefits until the commencement of maternity benefits as described below. In no event will maternity benefits commence later than the week in which the child (or children) is born except that they shall be extended, where the child is hospitalized, for the period of the child's hospitalization.

(e) When an employee is unable to work for health-related reasons, following completion of the period of EI benefits or extension thereto, the employee shall commence or revert to benefit entitlement from Weekly Indemnity and the period of time on maternity leave shall not be calculated against the employee's Weekly Indemnity entitlement.

21.2 Parental Leave

(a) Upon written request an employee shall be entitled to parental leave of up to 35 consecutive weeks without pay.

(b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the 35 weeks parental leave between them.

(c) Such written request pursuant to (a) above must be made at least four weeks prior to the proposed leave commencement date:

(1) in the case of a mother, immediately following the conclusion of leave taken pursuant to Clause 21.1 or 21.3;

(2) in the case of the other parent, immediately following the birth or placement of the adoptive child;

(3) the commencement of the leave taken pursuant to (1) or (2) above may be deferred by mutual agreement, however, the leave must conclude within the 52 week period after the date of birth or placement of the adoptive child. Such agreement shall not be unreasonably withheld.

Such leave request must be supported by appropriate documentation.

21.3 Benefit Waiting Period

Where an employee is entitled to and takes leave pursuant to 21.1 and/or 21.2 and is required by Employment Insurance to serve a two week waiting period for Employment Insurance Maternity/Parental benefits, the employee will be entitled to a leave of two weeks without pay immediately before leaves pursuant to 21.1 and 21.2 as the case may be. This leave is for the express purpose of covering the Employment Insurance benefit waiting period.

21.4 Benefits Continuation

(a) The Employer shall maintain coverage for all Health and Welfare benefits and shall pay the Employer's share of these premiums and benefit costs during the period of any maternity, adoption or parental leave to a maximum of 52 weeks.

(b) Employees will accumulate seniority and service credits for vacation entitlement.

21.5 Rights Upon Return to Work

(a) On returning to work from maternity, adoption and/or parental leave, an employee shall be placed in their former position at its current wage level. Only where the employee's former position has been permanently replaced the returning employee will be offered a vacant comparable position.

(b) An employee shall accumulate seniority while on maternity, adoption and/or parental leave.

(c) An employee shall give 30 calendar days written notice of the date on which they intend to return to work.

ARTICLE 22 - OCCUPATIONAL HEALTH & SAFETY

22.1 Statutory Compliance

The Union and the Employer agree that regulations made pursuant to the *Workers Compensation Act*, the *Workplace Act*, or any other applicable statute of the Province of British Columbia pertaining to the working environment, shall be fully complied with. First aid kits shall be supplied in accordance with this section.

22.2 Working Environments

The parties agree that a safe and clean working environment is necessary in order to carry out work assignments in a satisfactory manner.

22.3 Joint Occupational Health & Safety Committees

(a) Management will recognize a bargaining-unit-wide joint committee consisting of equal representation. The Committee must be set up so that both parties are independent and are able to freely express their views. The size of the Committee shall be up to four union representatives, and an equal number of management representatives, one of whom will be senior management with decision making authority relative to the recommendations of the Committee.

(b) Agendas will be distributed to all committee members.

(c) An employee shall be paid at the applicable rate of pay for all time spent at meetings and meetings will be held during regular working hours. The parties agree to cooperate to schedule the meetings to interfere as little as possible with the operation of the Cariboo Regional District.

(d) Minutes of all meetings will be kept and copies distributed to all union bulletin boards, distributed to the Workers' Compensation Board and to the Union's area office.

(e) The duties of the Committee shall include, but not be limited to the following:

- (1) hold meetings monthly or more often if requested by either co-chairperson;
- (2) receive all safety related complaints;
- (3) maintain records of the complaints presented and resolution thereof;
- (4) establish and support education programs dealing with health and safety where applicable;
- (5) participate in investigations and inspections relating to all safety matters referred to the Committee;
- (6) ensure that accurate records of work accidents are maintained.

22.4 Unsafe Work Conditions

(a) A worker will consult with their supervisor before refusing to perform work where they have reasonable grounds to believe and does believe that the particular work and/or environment is dangerous to their health and safety, or the health and safety of another worker or another person. The Employer or any persons acting on behalf of the Employer shall not take or threaten any discriminatory action against any employee or employees.

(b) The Employer will not discharge, discipline or otherwise discriminate against any worker participating in any rights provided by this article.

22.5 Injury Pay Provision

Any employee who is injured on the job during working hours and who is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of their shift.

22.6 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an on-the-job accident shall be provided at no cost to the employee.

22.7 Employee Assistance Program

The Employer recognizes that the abuse of alcohol and/or drugs constitutes an illness and employees so affected will retain all benefits and seniority while undergoing treatment.

The Employer and the Union will establish a mutually agreed upon procedure to refer employees to a recognized agency for treatment.

22.8 Video Display Terminals

When employees are required to monitor video display terminals which use cathode ray tubes, then:

- (a) When an employee's work time requires monitoring such video display terminals, such employees shall have their eyes examined by an ophthalmologist of the employee's choice at the nearest community where medical facilities are available prior to initial assignment to VDT equipment and after six months, a further test and annually thereafter if requested. The examination shall be at the employee's expense where costs are not covered by insurance. Where requested, the Employer shall grant leave of absence with pay.
- (b) Employees shall not be required to operate VDT's for more than two continuous hours.
- (c)
 - (1) Pregnant employees shall have the option not to continue monitoring video display terminals which use cathode ray tubes.
 - (2) When a pregnant employee chooses not to monitor such video display terminals, if other work at the same or lower level is available within the office, she shall be reassigned to such work and paid at her regular rate of pay.
 - (3) Where work assigned in (2) above is not available, a regular employee will be considered to be on leave of absence without pay until she qualifies for maternity leave.
- (d) Where employees are on leave of absence pursuant to (c) above, and opt to maintain coverage for medical, dental, extended health, group life, and long-term disability plans, the Employer will continue to pay the Employer's share of the required premiums.
- (e) The Employer shall ensure that new equipment shall meet radiation emission standards established by the Ministry of Labour.

The parties shall review and make recommendations to ensure that the lighting and the above standards recommended by the Ministry of Labour, Occupational Environment Branch, as outlined in the publication, "*Working with Video Display Terminals*", are being met.

ARTICLE 23 - TECHNOLOGICAL CHANGE**23.1 Adjustment Plan**

- (a) If an employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees to whom a collective agreement applies then the Employer must give notice to the Union at least 60 calendar days before the date on which the measure, policy, practice or change is to be affected, and;
- (b) After notice has been given, the Employer and Union must meet, in good faith, and endeavour to develop an adjustment plan, which may include provisions respecting any of the following:
- (1) consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions of the collective agreement;
 - (2) Human Resources planning and employee counselling and retraining;
 - (3) notice of termination;
 - (4) severance pay;
 - (5) entitlement to pension and other benefits including early retirement benefits;
 - (6) a bipartite process for overseeing the implementation of the adjustment plan.

If, after meeting in accordance with Subsection (1), the parties have agreed to an adjustment plan, it is enforceable as if it were part of the collective agreement between the Employer and the Union.

ARTICLE 24 - CONTRACTING OUT

The Regional District reserves the right to subcontract work, providing such action does not result in the layoff of employees.

ARTICLE 25 - HEALTH & WELFARE BENEFITS**25.1 Benefits**

The Cariboo Regional District shall provide and pay the full premium cost for the following insurance benefits to full-time employees following the applicable eligibility period:

- (a) *Life Insurance* - at a principal amount equal to two times annual earnings (minimum \$100,000 to a maximum of \$200,000). All employees shall have the ability to add optional coverage through this plan at their expense via payroll deduction.
- (b) *Accidental Death and Dismemberment* - at a principal amount equal to two times annual earnings (minimum \$100,000 to a maximum \$200,000);
- (c) *Weekly Indemnity (Income) Benefits* - equal to 75% of weekly wages to a maximum amount of \$750 per week for a period of 16 weeks commencing upon the 1st day for absence due to disabling injury and commencing upon the 6th workday for absence due to illness.
- (d) *Long-Term Disability* - income equal to 75% of regular wages up to a maximum of \$3,200 per month payable in the event of total disability and commencing after 120 calendar days of absence;

(e) *Basic Dental Services*

- (1) 100% of routine treatment to a maximum of \$1,500 per year/insured person.
- (2) 50% of major restorative care to a maximum of \$1,500 per year/insured person.
- (3) 50% of orthodontic treatment to a maximum of \$3,500 per insured person.

Note: No limit applicable to accidental dental injury(s).

(f) *Extended Health Care Benefits*

Deductible of \$25 per year per employee and \$50 including dependants; co-insurance of 20%

- (1) Hospital charges such as semi-private, intensive care, convalescent care, admission, user and outpatient fees.
- (2) Psychologist's fees up to a maximum of \$200 per year per insured.
- (3) Speech therapists at \$20 per visit to a maximum of \$1,000 per year per insured.
- (4) Out-of-province doctor's fees.
- (5) Essential materials, drugs and services at specified point of purchase.
- (6) Vision coverage for employee, spouse and dependent children - \$500 every two years.
- (7) Chiropractor up to \$200 per person per calendar year (including one x-ray to a maximum of \$50 per calendar year).
- (8) Chiropodist at \$200 per person per calendar year (including one x-ray to a maximum of \$50 per calendar year).
- (9) Osteopath at \$200 per person per calendar year (including one x-ray to a maximum of \$50 per calendar year).
- (10) Massage Practitioner up to \$500 per person per calendar year.
- (11) Naturopath up to \$200 per person per calendar year (including one x-ray to a maximum of \$50 per calendar year).
- (12) Physiotherapist up to \$500 per person per calendar year (excluding x-rays).
- (13) Podiatrist up to \$200 per person per calendar year including one x-ray to a maximum of \$50 per calendar year).
- (14) Christian Science Practitioner at (\$200) per person per calendar year.
- (15) Private duty nursing in the home to a maximum of \$10,000 in a calendar year.
- (16) Custom-fitted Orthopedic shoes at \$75 per person per calendar year.
- (17) Custom-made Orthotics that are reasonable and customary.
- (18) Hearing aids (excluding replacement batteries) at \$250 per person per 24 months.

(g) Medical Services Plan of British Columbia to provide basic services of physicians and certified specialist and oral surgery when medically required and hospitalization subject to the statutory conditions of the Plan.

N.B. Insured person includes the full-time employee, their spouse and dependants. This note applies to 25.1(e), (f) & (g).

- (h) Municipal superannuation plan: premiums and benefits as provided by the *Pension (Municipal) Act*.

25.2 Payment in Lieu - Part-Time and Casual Employees

Part-time and casual employees shall not be eligible for the benefits of Article 25 and in lieu thereof shall be paid a premium of \$1.50 for all hours worked effective the first payday after ratification. Such premium not to be compounded for overtime.

Permanent part-time employees regularly scheduled to work 28 hours per week will have the option of coverage on the benefit plans as listed in Clause 25.1 and thereby forfeit the \$1.50 in lieu premium.

ARTICLE 26 - CLASSIFICATION AND RECLASSIFICATION

26.1 Classification Specifications

The Employer agrees to supply the staff representative of the Union or their designate with new or substantially amended classifications which result in a pay scale change, for classifications in the bargaining unit, within 30 calendar days of the completion of such descriptions.

26.2 Job Evaluations Plan

The Employer agrees that no job evaluation plan pertaining to positions covered by this agreement will be introduced without the mutual agreement of the parties.

26.3 Classification Maintenance Program

(a) *New Classifications:* The Employer may institute new classifications in addition to those listed in Appendix A. Should any such new classification be instituted the Employer shall establish the rate for same and shall submit the classification and rate to the Union in writing and, where the Employer chooses to post the position prior to agreement with the Union regarding rate of pay, the posting shall indicate that the new classification and rate of pay is subject to agreement between the Union and the Employer. Within 30 calendar days of such submission and posting, the Union may, if it deems necessary, request to meet with the Employer to review the classification and rate and if mutual agreement cannot be reached, the difference may be referred to arbitration under the provisions of Article 9. Any change in rate resulting from discussion between the parties, or following a reference to arbitration, shall be retroactive to the date the new classification was instituted by the Employer.

(b) *Substantially Amended Classifications:* The Employer may make changes to existing classifications and may propose a new wage scale for the classification and shall submit the amended classification and rate to the Union in writing and, where the Employer chooses to post the position prior to agreement with the Union regarding rate of pay, the posting shall indicate that the new classification and rate of pay is subject to agreement between the Union and the Employer. Within calendar days of such submission and posting, the Union may, if it deems necessary, request to meet with the Employer to review the classification and rate and if mutual agreement cannot be reached, the difference may be referred to arbitration under the provision of Article 9. Any change in rate resulting from discussion between the parties, or following a reference to arbitration, shall be retroactive to the date the new classification was instituted by the Employer.

26.4 Employee Initiated Reclassification

- (a) If an employee claims that the duties of an existing classification have been changed to an extent

sufficient to alter the classification and/or rate, the Union may request to meet with the Employer to review the classification and/or rate. If within 30 calendar days of the submission of such request, which shall be in writing, and shall specify any changes in duties and any proposed change in the rate of pay, mutual agreement cannot be reached, the difference may be referred to arbitration under the Provisions of Article 9. Any change in rate resulting from discussion between the parties, or following a reference to arbitration, shall be retroactive to the date the employee submitted its request to the Employer.

(b) *Abandonment*: If the Union does not request to meet with the Employer to review the classification and rate within 30 calendar days, as provided for in Article 26.1, or if the Union does not refer the difference, if any to arbitration within 30 calendar days, as provided in Article 9, then the difference, if any, shall be deemed to be abandoned and all rights of recourse to arbitration shall be at an end.

26.5 Wages

The wage scale, job classes and the wage rates shall be listed in Appendix A and form part of this agreement.

26.6 Substitution Pay

(a) In the event the Employer appoints an employee to perform the principal duties of a higher rated position, for one week or more they shall be paid the higher rate applicable to that position for the entire appointment.

(b) If an employee temporarily renders service in a position paying a lower rate of pay, their wages will not be reduced.

26.7 Personal Duties

It is understood by both parties that work not related to the business of the Employer should not be performed on the Employer's time. To this end, it is agreed that an employee will not be required to perform duties of a personal nature for supervisory personnel.

ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES

27.1 Wages and Premiums

It is agreed that the wages set forth in the schedule Appendix A shall prevail and continue during the term of the agreement.

27.2 Paydays

Paydays shall be biweekly on an electronic direct deposit transfer.

27.3 Payroll Deductions

An employee shall be entitled to have deductions from their pay assigned for the purchase of Canada Savings Bonds. November 1, 2013 is the last date that enrolment in the Canada Savings Bonds program will be offered through the CRD. Effective January 1, 2014, this clause will be deleted.

27.4 Educational Assistance

Where training directly relates to the employee's work; is deemed by the Employer to be of benefit to the Employer; and, approval has been granted by the Employer, an employee will be reimbursed for 75% the

cost of tuition and text books upon submitting proof of successful course completion. Where the Employer directs the employee to take any formal training, all costs shall be paid by the Employer.

27.5 Travel Expenses

(a) Employees required to travel on Regional District business shall be reimbursed for all necessary out of pocket expenses. When required to use personal vehicles the mileage allowance shall be in accordance with those paid to Cariboo Regional District Board Members but at a minimum, will increase to the rates paid by the provincial government to the Public Service. An advance on out of Regional District travel expenses will be provided at the employee's request, in accordance with Board policy.

(b) Where the Employer chooses to supply a suitable vehicle for an employee's use on Regional District business, the Employer will in addition, bear all related operating costs and the employee will not receive the mileage allowance provided for in Article 27.5(a), above.

(c) Where it is the requirement of the Employer for employees to use their own vehicle on a continuous and ongoing basis, employees are required to ensure that the vehicle(s) they use for regional district business are insured for business class purposes. Upon submitting proof of coverage to the Chief Financial Officer, the employee will be reimbursed for the difference in cost between insuring their vehicle for pleasure and business class purposes. Such employees shall also be entitled to the following benefits:

(1) Employees shall be reimbursed for the cost of the deductible for one comprehensive claims per calendar year to a maximum of \$300 for damage to the vehicle, provided the damage to the vehicle was incurred while on regional district business and an incident report is submitted to the Employer on the employee's next scheduled shift worked.

(2) Employees shall be reimbursed for the cost of the deductible for one windshield replacement per calendar year to a maximum of \$200.

(d) The Regional District does not accept any liability under any circumstances for claims arising from the use of privately owned vehicles, but will carry additional liability insurance.

(e) Meal expenses - except where the employee is engaged in work activities away from their regular work area, the first meal following the start of a shift will be the responsibility of the employee.

27.6 Severance Pay

Prior to the expiry of a notice of layoff, an employee with greater service than two years will be entitled to resign with severance pay based upon years of service as follows:

- (a) for the first two years of completed employment, three weeks current wages;
- (b) for each completed year thereafter, additional two week's current wages.

The employee will not receive an amount greater than 12 weeks' current wages.

27.7 Parking

The parties agree to maintain the existing parking arrangements in so far as is possible. Changes, if any, shall be discussed at the Labour/Management Committee.

27.8 Wage Protection and Downward Re-Classification of Position

(a) An employee shall not have their wage reduced by reason of a change in the classification of the position that is caused other than by the employee or an employer initiated demotion into a position with a lower wage.

- (b) No further wage increases shall apply until the employee's wage matches the wage assigned to the new classification following which the employee shall receive the full negotiated wage increases for the new classification.
- (c) Notwithstanding the above, Clause 27.8 does not apply to employees that are exercising bumping rights under Article 13 – Layoff and Recall.

27.9 Community Library Janitorial Allowance

Where janitorial services are not otherwise provided community librarians will be paid an allowance of \$75 per month to perform basic janitorial services.

27.10 After Hours Standby for Utilities Operators

Recognizing the unique circumstances of the Utilities Operators that requires their availability to return to work to deal with problems outside of their scheduled hours of work, it is agreed as follows:

- (a) Standby may be assigned on either a scheduled day of work or for a weekend day off.
- (b) Standby compensation for after hours on a scheduled workday will be paid at the rate of one hour's pay for the entire standby day.
- (c) Standby compensation for a weekend day off or paid holiday will be paid at the rate of two hours' pay for each day so assigned.
- (d) No standby will be assigned for any period of vacation, unless mutually agreed between the employee and their supervisor.
- (e) The Employer will provide adequate communication equipment, e.g., cell phone/pager so that the employee is not unduly restricted in their off duty activities.

ARTICLE 28 - DURATION

28.1 Duration of Agreement

This agreement shall be binding and remain in effect to midnight, October 31, 2020.

28.2 Notice to Bargain

- (a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after June 1, 2020 but in any event not later than midnight, August 31, 2020.
- (b) Where no notice is given by either party prior to August 31, 2020, both parties shall be deemed to have been given notice under this section to on August 31, 2020 and thereupon Article 28.3 applies.
- (c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Cariboo Regional District shall be given by the Chief Administrative Officer of the Cariboo Regional District.

28.3 Commencement of Bargaining

Where a party to this agreement has given notice under Section 28.2 of this article, the parties shall, within 14 calendar days after the notice was given, commence collective bargaining.

28.4 Change in Agreement

Any change deemed necessary in this agreement may be made by mutual agreement at any time during the life of this agreement.

28.5 Agreement to Continue in Force

Both parties shall adhere fully to the terms of this agreement during the period of bona fide collective bargaining or until a strike or lockout.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

Stephanie Smith
President

Margo Wagner
Chair of CRD

Arnold Jenner
Bargaining Committee Chair

John MacLean
Chief Administrative Officer

Jody Stratton
Bargaining Committee

Scott Reid
Chief Financial Officer

Tracy Bartsch
Bargaining Committee

Wanda Davis
Manager Library Services

Christine Peters
Staff Representative

Bernice Crowe
Human Resources Advisor

Signed this _____ day of _____, 20_____.

APPENDIX A
Wage Rates

Note: Rates for employees on probation shall be 95% of the classified wage rate for permanent positions (full-time and part-time), except where the probationary period is extended in accordance with Clause 12.7.

Job Title	Job Class	Eff. Nov/16	Eff. Ratification 1.25%	Eff. Nov 1/17 1.50%	Eff. Nov 1/18 1.25%	Eff. Nov 1/19 1.50%
Student Page	2	11.97	12.12	12.30	12.46	12.64
Clerk II Admin	3	20.68	20.94	21.25	21.52	21.84
Community Librarian I	3	20.68	20.94	21.25	21.52	21.84
Library Clerk I	3	20.68	20.94	21.25	21.52	21.84
Receptionist	3	20.68	20.94	21.25	21.52	21.84
Planning Research Assistant	3	20.68	20.94	21.25	21.52	21.84
Invasive Plant Spray Assistant	3	20.68	20.94	21.25	21.52	21.84
Acquisitions Clerk II	4	23.09	23.38	23.73	24.03	24.39
Library Clerk II - Acquisition	4	23.09	23.38	23.73	24.03	24.39
Clerk II Customer/Office	4	24.86	25.17	25.55	25.87	26.26
Clerk II DS	4	23.09	23.38	23.73	24.03	24.39
* Clerk II Finance	4	24.86	25.17	25.55	25.87	26.26
Interlibrary Loans/Processing Clerk	4	23.09	23.38	23.73	24.03	24.39
Weed Control Assistant	4	23.09	23.38	23.73	24.03	24.39
Community Librarian II	5	24.50	24.81	25.18	25.49	25.88
Clerk III Building & Bylaw Enforcement	5	26.26	26.59	26.99	27.32	27.73
Clerk III – Finance	5	26.26	26.59	26.99	27.32	27.73
Library Clerk III	5	26.26	26.59	26.99	27.32	27.73
Clerk III – OHM	5	26.26	26.59	26.99	27.32	27.73
Clerk III – Records/Contracts	5	26.26	26.59	26.99	27.32	27.73
Clerk III – Recreation	5	26.26	26.59	26.99	27.32	27.73
Clerk III – Satellite Office	5	26.26	26.59	26.99	27.32	27.73
Aquatic Staff II	6	25.86	26.18	26.58	26.91	27.31
Clerk IV Senior Lands/Services	6	25.86	26.18	26.58	26.91	27.31
Clerk IV Senior Admin/Services	6	25.86	26.18	26.58	26.91	27.31
Clerk IV Finance	6	25.86	26.18	26.58	26.91	27.31
Environmental Services Technician	6	25.86	26.18	26.58	26.91	27.31
Invasive Plant Control Technician	-	25.86	26.18	26.58	26.91	27.31
Clerk V Finance	7	29.58	29.95	30.40	30.78	31.24
Corporate Office Assistant	7	27.81	28.16	28.58	28.94	29.37
** Environmental Services Assistant	7	27.81	28.16	28.58	28.94	29.37
Library Tech II PS (Branch Assistant)	7	27.81	28.16	28.58	28.94	29.37
Library Tech II SS	7	27.81	28.16	28.58	28.94	29.37
Planning Clerk V	7	27.81	28.16	28.58	28.94	29.37
** Environmental Services Assistant	8	29.65	30.02	30.47	30.85	31.31
Communications Officer	8	29.65	30.02	30.47	30.85	31.31
Communications/Web Assistant	8	29.65	30.02	30.47	30.85	31.31
Community Services Assistant	8	29.65	30.02	30.47	30.85	31.31
Emergency Planning Assistant	8	29.65	30.02	30.47	30.85	31.31

Job Title	Job Class	Eff. Nov/16	Eff. Ratification 1.25%	Eff. Nov 1/17 1.50%	Eff. Nov 1/18 1.25%	Eff. Nov 1/19 1.50%
Planning Technician	8	31.42	31.81	32.29	32.69	33.18
Protective Services Assistant	8	29.65	30.02	30.47	30.85	31.31
Sr. Administrative Services Clerk	8	29.65	30.02	30.47	30.85	31.31
Sr. Drafts/Plan Tech	8	29.65	30.02	30.47	30.85	31.31
Solid Waste Management Technician	8	29.65	30.02	30.47	30.85	31.31
Building Inspector I	9	34.86	35.30	35.83	36.27	36.82
*** Bylaw Enforcement Officer I	?	29.95	30.32	30.78	31.16	31.63
Bylaw Enforcement Officer	9	33.11	33.52	34.03	34.45	34.97
*** Senior Bylaw Enforcement Officer	?	34.16	34.59	35.11	35.54	36.08
Computer Programmer	9	33.11	33.52	34.03	34.45	34.97
Financial Accountant	9	33.11	33.52	34.03	34.45	34.97
GIS Technician	9	33.11	33.52	34.03	34.45	34.97
Invasive Plant Management Coordinator	9	33.11	33.52	34.03	34.45	34.97
**** Library Technician (Public Service)	9	33.11	33.52	34.03	34.45	34.97
**** Library Technician Branch Assistant	9	33.11	33.52	34.03	34.45	34.97
Planning Officer I	9	33.11	33.52	34.03	34.45	34.97
***** Protective Services Coordinator	9	33.10	33.51	34.02	34.44	34.96
Utilities Operator	9	33.11	33.52	34.03	34.45	34.97
Building Inspector II	10	38.06	38.54	39.11	39.60	40.20
Environmental Services Coordinator	10	36.30	36.75	37.31	37.77	38.34
Plan Checker II	10	36.30	36.75	37.31	37.77	38.34
Planning Officer II	10	36.30	36.75	37.31	37.77	38.34
Regional Utilities Operator	10	36.30	36.75	37.31	37.77	38.34
Emergency Program Coordinator	11	39.42	39.91	40.51	41.02	41.63
GIS Technologist	11	39.42	39.91	40.51	41.02	41.63
Senior Planning Officer	11	39.42	39.91	40.51	41.02	41.63
Supervisor of Solid Waste Management	11	39.42	39.91	40.51	41.02	41.63
***** Supervisor of Utilities	?	39.42	39.91	40.51	41.02	41.63
Senior Building Official	12	41.71	42.23	42.86	43.40	44.05

* CRD unilateral adjustment to match grid level February 24, 2014

** Position grid level adjustment April 21, 2011

*** New positions created (Bylaw Officer 1 – January 31, 2014: Senior Bylaw Enforcement Officer – January 6, 2014)

**** Job title change – July 8, 2010

***** New job classification August 11, 2012

***** New job classification February 2011

LETTER OF UNDERSTANDING 1 - RENEWED

Staff Meetings

The parties recognize the benefit to be derived from regular departmental staff meetings. Time spent at meetings will be considered time worked for those employees normally scheduled to work on the day of

the meeting. For employees who may attend during non-scheduled hours, the employee will reach mutual accommodation with their supervisor which may include straight-time off with pay in lieu thereof.

**LETTER OF UNDERSTANDING 5 – RENEWED
Modified Workweek for Full-Time Employees**

Regional District Administration Office

The parties agree to implement a modified workweek for full-time employees on the following basis:

1. All full-time employees working in the Williams Lake Regional District Office and Williams Lake Area Library are entitled to participate in the modified workweek program;
2. Effective upon ratification of this agreement, those employees eligible for and opting to participate in the modified work schedule will be based on a seven and one-half hour workday and the employees will work at 5x2; 5x2; 5x2; 4x3 rotation. The additional day off provided in every fourth week shall be commonly referred to as a "*flex day*".
3. Participation in the modified work schedule is non-accumulative. Employees will take their flex day on the date scheduled by the Employer except where an operational reason exists and the employee has received the approval of their direct manager to reschedule their flex day. Where flex days are rescheduled for operational purposes, they shall be taken within two weeks of the original scheduled date.
4. Where a flex day falls on a statutory holiday, the flex day shall be deemed to be the first working day immediately following the statutory holiday.
5. The Employer, at its sole discretion, will determine where the employee is to be scheduled on the flex day schedule in order to meet operational needs. In the case of new employees, employees will work a regular seven hour workday until such time as the full four week flex day rotation can be achieved at which time the employee will begin the seven and one-half hour workday.
6. Except where the flex day is in conjunction with approved vacation, the Employer reserves the right to require an employee to reschedule their flex day for operational reasons with a minimum of one week notice to the employee. Where an employee is required to reschedule their regular flex day, they shall be entitled to take their flex day within two weeks of the originally scheduled date on a date mutually agreeable to both the Employer and the employee.
7. The modified workweek may be extended to other full-time employees outside of the Williams Lake Regional District Office and Williams Lake Area Library at the discretion of the Employer.
8. The parties agree that should the Regional District identify operational reasons that the modified workweek unduly impedes operations in part or in all, then pursuant to Article 14.2, the parties agree to consider amendments to the modified workweek that will facilitate Regional District operations up to and including elimination of some or all modified workweeks in which case all affected employees would return to a standard seven hour workday.

LETTER OF UNDERSTANDING 6
Union Meetings

- (a) Employees may attend a meeting with a representative of the Union utilizing the library program rooms at the 100 Mile House, Williams Lake and Quesnel branch libraries on a quarterly basis on a mutually agreeable date.
- (b) The Union shall provide not less than two weeks' notice to the appropriate excluded manager at the local level of the intended date and time of the meeting.
- (c) Meetings will take place after the conclusion of the employees' scheduled shift and shall not interfere with normal operations.
- (d) Employees in attendance will be responsible for ensuring the cleanliness and security of the worksite during and following the meeting.