

**COLLECTIVE AGREEMENT**

**between the**

**CARIBOO REGIONAL DISTRICT**

**and the**

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

**Effective from November 1, 2001 to October 31, 2004**

**TABLE OF CONTENTS**

**DEFINITIONS ..... 1**

**ARTICLE 1 - PREAMBLE ..... 1**

    1.1 Purpose ..... 1

    1.2 Future Legislation ..... 1

    1.3 Singular and Plural ..... 2

    1.4 Letters of Understanding ..... 2

    1.5 No Discrimination ..... 2

    1.6 Sexual Harassment in the Work Place ..... 2

**ARTICLE 2 - UNION RECOGNITION ..... 3**

    2.1 \*Recognition/Exclusive Bargaining Agent ..... 3

    2.2 No Other Agreement ..... 3

    2.3 No Discrimination for Union Activity ..... 3

    2.4 Correspondence ..... 3

    2.5 Union Insignia ..... 3

    2.6 Recognition and Rights of Stewards ..... 4

    2.7 Bulletin Boards ..... 4

    2.8 Right to Respect a Picket Line ..... 4

    2.9 Time Off for Union Business (Without Pay) ..... 4

    2.10 Time off for Union Business (With Pay) ..... 4

    2.11 Employees Remain on Payroll ..... 5

    2.12 Union Meetings ..... 5

**ARTICLE 3 - UNION SECURITY ..... 5**

**ARTICLE 4 - CHECK-OFF OF UNION DUES ..... 5**

    4.1 Union Dues ..... 5

    4.2 Assessments ..... 5

    4.3 Remittance to the Union ..... 5

    4.4 Union to Advise Amounts ..... 5

    4.5 Employee Authorization ..... 5

**ARTICLE 5 - NEW EMPLOYEES ..... 6**

    5.1 Employer and Union to Acquaint New Employees ..... 6

**ARTICLE 6 - MANAGEMENT RIGHTS AND RESPONSIBILITIES ..... 6**

**ARTICLE 7 - EMPLOYEE/UNION RELATIONS ..... 6**

    7.1 Union Representation ..... 6

    7.2 Union Representatives - Access to Employer's Premises ..... 6

    7.3 Technical Information ..... 6

    7.4 No Strike ..... 6

    7.5 No Lock Out ..... 7

    7.6 Labour/Management Meetings ..... 7

**ARTICLE 8 - GRIEVANCES ..... 7**

    8.1 Grievance Procedure ..... 7

    8.2 Step 1 ..... 7

    8.3 Time Limit to Present Initial Grievance ..... 8

    8.4 Step 2 ..... 8

(i)

*NOTE: An asterisk denotes modified language.*

8.5	Time Limit to Reply at Step 2 .....	8
8.6	Time Limit to Submit to Arbitration .....	8
8.7	Administrative Provisions .....	8
8.8	Dismissal or Suspension Grievance .....	9
8.9	Deviation from Grievance Procedure.....	9
8.10	Policy Grievance.....	9
8.11	Grievance Investigator.....	9
8.12	Pre-Arbitration Meeting .....	9
<b>ARTICLE 9 - ARBITRATION.....</b>		<b>9</b>
9.1	Notification .....	9
9.2	*Composition of Board of Arbitration .....	10
9.3	Arbitration Board Procedure .....	10
9.4	Restrictions on the Arbitrator .....	10
9.5	Costs.....	10
9.6	Expedited Arbitration .....	10
<b>ARTICLE 10 - DISCIPLINE, SUSPENSION &amp; DISCHARGE .....</b>		<b>10</b>
10.1	Burden of Proof and Notice Requirement.....	10
10.2	Rejection During Probation.....	11
10.3	Right to Have a Steward Present.....	11
10.4	Access to Personnel File.....	11
10.5	Appraisals.....	11
<b>ARTICLE 11 - SENIORITY .....</b>		<b>11</b>
11.1	*Seniority Defined .....	11
11.2	*Seniority List(s) .....	11
11.3	Loss of Seniority .....	12
11.4	Re-Employment.....	12
11.5	*Care and Nurturing/Bridging of Service.....	12
<b>ARTICLE 12 - SERVICE CAREER POLICY .....</b>		<b>12</b>
12.1	Posting a Vacancy.....	12
12.2	Role of Seniority in Promotions and Transfers.....	12
12.3	Trial Period .....	13
12.4	Observer .....	13
12.5	Letter of Preference .....	13
12.6	*Relocation Expenses.....	13
<b>ARTICLE 13 - LAYOFF &amp; RECALL.....</b>		<b>13</b>
13.1	Layoff.....	13
13.2	Notification of Layoff.....	13
13.3	Reinstatement and Recall .....	13
13.4	Benefits While on Layoff.....	14
<b>ARTICLE 14 - HOURS OF WORK .....</b>		<b>14</b>
14.1	Workday/Workweek.....	14
14.2	Hours of Work .....	14
14.3	Rest Periods .....	14
14.4	Lunch Period.....	15
14.5	Changes to Work Schedules.....	15
14.6	Minimum Daily Hours.....	15
14.7	Application of Seniority to Part-Time and Casual Work .....	15
14.8	Travel Time.....	15

<b>ARTICLE 15 - SHIFT WORK .....</b>	<b>15</b>
15.1 Shift Premiums .....	15
15.2 Short Changeover Premium .....	15
15.3 Exchange of Shifts .....	16
<b>ARTICLE 16 - OVERTIME .....</b>	<b>16</b>
16.1 Overtime Compensation .....	16
16.2 Work on a Designated Holiday .....	16
16.3 Option of Pay or Compensatory Time Off .....	16
16.4 No Layoff to Compensate for Overtime .....	16
16.5 Part-Time and Casual Employees .....	16
16.6 Callback .....	16
16.7 Rest Interval After Overtime .....	16
16.8 Overtime Premiums Not Compounded .....	17
16.9 Sharing of Overtime .....	17
16.10 Right to Refuse .....	17
<b>ARTICLE 17 - PAID HOLIDAYS .....</b>	<b>17</b>
17.1 Paid Holidays .....	17
17.2 Holiday Falling on a Saturday or Sunday .....	17
17.3 Holiday Coinciding with a Day of Vacation .....	17
17.4 Credit for Overtime in the Same Week .....	17
17.5 Application to Part-Time and Casual Employees .....	18
17.6 *Application to Full-Time Employees .....	18
<b>ARTICLE 18 - ANNUAL VACATIONS .....</b>	<b>18</b>
18.1 Calendar Year Definition .....	18
18.2 Vacation Entitlement .....	18
18.3 Vacation Schedules and Preference .....	18
18.4 Payment of Vacations .....	19
18.5 Vacation Carryover .....	19
18.6 Call Back From Vacation .....	19
18.7 Vacation Year .....	19
18.8 Payday During Period of Leave .....	19
18.9 Application to Part-time and Casual Employees .....	20
<b>ARTICLE 19 - SICK LEAVE .....</b>	<b>20</b>
19.1 Sick Leave Entitlement (see also LOU#4) .....	20
19.2 *Family Illness .....	20
19.3 *Deduction of Sick Leave .....	20
19.4 Balance of Entitlement Request .....	20
19.5 Reporting Sickness or Injury .....	21
<b>ARTICLE 20 - SPECIAL AND OTHER LEAVE .....</b>	<b>21</b>
20.1 Bereavement Leave .....	21
20.2 Special Leave .....	21
20.3 Public Duties .....	21
20.4 Leave for Court Appearances .....	21
20.5 Leave for Writing Examinations .....	22
20.6 Leave for Taking Courses .....	22
20.7 General Leave .....	22
20.8 *Donor Leave .....	22

<b>ARTICLE 21 - MATERNITY, PARENTAL &amp; ADOPTION LEAVE .....</b>	<b>22</b>
21.1 *Maternity Leave.....	22
21.2 *Parental Leave.....	23
21.3 *Benefit Waiting Period .....	23
21.4 *Benefits Continuation .....	23
21.5 *Rights Upon Return to Work.....	23
<b>ARTICLE 22 - OCCUPATIONAL HEALTH &amp; SAFETY .....</b>	<b>24</b>
22.1 Statutory Compliance .....	24
22.2 Working Environments.....	24
22.3 Joint Occupational Health & Safety Committees .....	24
22.4 Unsafe Work Conditions .....	24
22.5 Injury Pay Provision .....	25
22.6 Transportation of Accident Victims .....	25
22.7 Employee Assistance Program.....	25
22.8 Video Display Terminals.....	25
<b>ARTICLE 23 - TECHNOLOGICAL CHANGE.....</b>	<b>26</b>
23.1 *Adjustment Plan.....	26
<b>ARTICLE 24 - CONTRACTING OUT.....</b>	<b>26</b>
<b>ARTICLE 25 - HEALTH &amp; WELFARE BENEFITS.....</b>	<b>26</b>
25.1 *Benefits .....	26
25.2 Payment in Lieu - Part-time and Casual Employees .....	27
<b>ARTICLE 26 - JOINT JOB EVALUATION.....</b>	<b>28</b>
26.1 Joint Job Evaluation Committee.....	28
26.2 Documents for Committee .....	28
26.3 Job Evaluation Manual .....	28
26.4 Wages.....	28
26.5 Substitution Pay .....	28
26.6 Personal Duties .....	28
<b>ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES.....</b>	<b>28</b>
27.1 Salaries and Premiums.....	28
27.2 Paydays .....	28
27.3 Payroll Deductions.....	28
27.4 Educational Assistance .....	29
27.5 *Travel Expenses.....	29
27.6 *Severance Pay .....	29
27.7 Parking .....	29
<b>ARTICLE 28 - DURATION.....</b>	<b>29</b>
28.1 *Duration of Agreement.....	29
28.2 *Notice to Bargain .....	29
28.3 Commencement of Bargaining.....	30
28.4 Change in Agreement .....	30
28.5 Agreement to Continue in Force .....	30

<b>APPENDIX A - Wage Rates</b> .....	<b>31</b>
<b>LETTER OF UNDERSTANDING #1 - Staff Meetings</b> .....	<b>32</b>
<b>LETTER OF UNDERSTANDING #2 - Full-Time Positions In The Library System</b> .....	<b>33</b>
<b>LETTER OF UNDERSTANDING #3 - Excluded Positions</b> .....	<b>34</b>
<b>LETTER OF UNDERSTANDING #4 - Self Insured Sick Leave</b> .....	<b>35</b>
<b>LETTER OF UNDERSTANDING #5 - Re: Deferred Salary Leave Plan</b> .....	<b>36</b>
<b>ADDENDUM TO LETTER OF UNDERSTANDING #5 - Re: Deferred Salary Leave Plan</b> .....	<b>37</b>
<b>LETTER OF UNDERSTANDING #6 - After Hours Standby For Utiliites Operators</b> .....	<b>41</b>
<b>MEMORANDUM OF SETTLEMENT</b> .....	<b>42</b>

## DEFINITIONS

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

"*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 (not to exceed one year) 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 or work which is not continuous;
- (c) temporary positions created to cover employees on vacation, short term disability leave, education leave, compassionate leave, or other leave; includes positions created to carry out special projects or work which is not continuous, 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*" an employee during their first ninety (90) calendar days of employment, Casual employees for the duration of their appointment, where the appointment is for less than ninety (90) calendar days and if the casual employee is engaged on a less than full-time basis, for the aggregate of their hours to reflect sixty (60) working days.

## 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 Act 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 his membership or activity in the Union.

**1.6 Sexual Harassment in the Work Place**

- (a) The Union and the Employer recognize the right of the employees to work in an environment free from sexual harassment, and the Employer undertakes to discipline any person employed by the Employer engaging in sexual harassment which is defined as:
- (b) Sexual harassment shall be defined as:
  - (1) a person in authority asking an employee for sexual favours in return for being hired or receiving promotions or other employment benefits;
  - (2) sexual advances with actual or implied work related consequences;
  - (3) unwelcome remarks, questions, jokes or innuendo of a sexual nature; including sexist comments or sexual invitations;
  - (4) verbal abuse, intimidation, or threats of a sexual nature;
  - (5) leering, staring or making sexual gestures;
  - (6) display of pornographic or other sexual materials;
  - (7) offensive pictures, graffiti, cartoons or sayings;
  - (8) unwanted physical contact such as touching, patting, pinching, hugging;
  - (9) physical assault of a sexual nature.

This definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.

- (c) In the cases of sexual harassment, the employee being harassed has the right to request to discontinue contact with the harasser while the matter is under investigation. In cases where sexual harassment is proven and may result in the transfer of an employee, where possible, it shall be the harasser who is transferred. The employee who is harassed shall not be transferred against his/her will.
- (d) An employee may initiate a grievance under this clause at any step of the grievance procedure. Grievances under this clause will be handled with all possible confidentiality and dispatch.



- (e) An alleged offender under this clause shall be entitled:
- (1) to be given notice of the substance of a grievance under this clause;
  - (2) to be given notice of and to attend, participate in and be represented at any arbitration hearing which is held as a result of a grievance under this clause.

## **ARTICLE 2 - UNION RECOGNITION**

### **2.1 \*Recognition/Exclusive Bargaining Agent**

The Employer recognizes the Union as the exclusive bargaining agent of all employees of the Cariboo Regional District save and except the following positions:

- Manager
- Corporate Secretary
- Chief Building Inspector
- Confidential Secretary
- Operations Manager
- Supervisor of Works (see Letter of Understanding #3)
- Treasurer
- Supervisor of Services
- Solid Waste Management Coordinator
- Director of Libraries
- Coordinator of Support Services
- Librarian
- Supervisor Planning Services
- Directors' Assistant
- Computer Systems Administrator

### **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.

### **2.5 Union Insignia**

A union member shall have the right to wear or display the recognized insignia of the Union on her/his 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 his/her alternate, shall obtain the permission of management before leaving his/her work to perform his/her duties as steward. Such permission shall not be unreasonably withheld. On resuming his/her 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)**

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

- (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 attend meetings of the bargaining committee;
- (d) the Employer shall grant, on written request, leave of absence without pay for a period of one (1) year to an employee selected for a full-time position with the Union or any body to which the Union is affiliated.

**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 salary 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 work place, meetings will take place after the conclusion of the employee's scheduled shift and shall not interfere with normal operations.

**ARTICLE 3 - UNION SECURITY**

All employees shall, as a condition of continued employment, become members of the Union and maintain such membership, upon completion of thirty (30) 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 fifteenth 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: Social Insurance Number, Last Name and First Name, Address, Sex, Birth Date, Job Classification and Step, Gross Pay, and Month-to-date Dues. Said information will be provided via computer diskette or electronically where a compatible system exists. Where the latter systems fails, the Employer agrees to provide a printed version of the remittance.

**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 (2) 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 or salary 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 notify the Union of all appointments of employees in the bargaining unit. All appointments shall be made in writing.

**ARTICLE 6 - MANAGEMENT RIGHTS AND RESPONSIBILITIES**

Management shall have full authority to:

- (a) maintain order, discipline and efficiency;
- (b) hire, retire, 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.
- (d) 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 - EMPLOYEE/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 Lock Out**

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 (4) representatives selected by the Union (one of which will be a steward) and up to four (4) from management. The representatives selected by the Union, including the steward, will not exceed one (1) 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 time involved will be considered time worked.

There are a total of seven (7) work areas for the purpose of this section, designated as follows:

- (a) The Cariboo Regional District office in Williams Lake shall be comprised of three (3) work areas, namely; Planning & Building Inspection, Clerical, and All Others.
- (b) The Cariboo Regional District office in 100 Mile House shall constitute one (1) work area.
- (c) The Cariboo Library Network Office shall constitute one (1) work area.
- (d) The community and regional libraries, combined, shall constitute two (2) 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 his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her 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 eighteen (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 his/her 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 thirty (30) 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 designated local supervisor through the Union steward.
- (b) The local supervisor shall:
  - (1) forward the grievance to the Administrator who will deal with grievances at Step 2;
  - (2) 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 Administrator shall reply in writing to an employee's grievance within fourteen (14) 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 his designate, may inform the Employer in writing of this intention to submit the dispute to arbitration within:

- (a) thirty (30) days after the Employer's decision has been received; or
- (b) thirty (30) 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 thirty (30) days of the date on which the suspension occurred, or within thirty (30) 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 thirty (30) days of the date of receipt of the request and, for those thirty (30) days from that date, time does not run in respect of the grievance procedure.

### **8.12 Pre-Arbitration Meeting**

Representatives of the parties agree to meet within fifteen (15) 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 later 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 thirty (30) 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 fourteen (14) calendar days:

Guy Beaulieu  
Judi Korbin  
Stephen Kelleher  
Heather Lang  
Colin Taylor

or such other person as mutually agreed. The arbitrator shall be selected on the basis of their earliest availability in each case.

**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 7.1 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 (2) 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 (5) 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 he has been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.

## 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 his/her 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 Administrator 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.

(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 or part time. 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 his/her seniority in the event that:

- (a) she/he is discharged for just cause;
- (b) she/he voluntarily terminates or abandons employment;
- (c) she/he is on layoff for more than twelve (12) months;
- (d) she/he is absent without leave and without a reasonable explanation for three (3) consecutive days.

Note: a casual employee shall retain the seniority which has accrued up to the point of layoff for the equivalent duration of her/his service, not to exceed one (1) year. Such seniority is limited to "*recall*" only.

### 11.4 Re-Employment

An employee who resigns her/his position and within sixty (60) 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 (3) 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 (2) 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.

## ARTICLE 12 - SERVICE CAREER POLICY

### 12.1 Posting a Vacancy

This section does not apply to casual positions of less than thirty (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 (1) 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 (2) 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 (1) week following the end of the posting/interview period. He/she shall be given a reasonable trial up to a maximum of three (3) 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, he/she shall be returned to his/her former position, wage salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position, wage or salary 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 his/her 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 it's 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 until revoked by the employee.

### **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.

The Employer's policy on relocation expenses shall be applied to bargaining unit employees and maintained for the life of this Agreement.

## **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.

### **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 fifteen (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, he 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 he 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 as follows:

- (1) delivery of notice either orally or by letter by an Employer's representative;
- (2) local or long distance telephone communication;
- (3) registered letter or telegram.

(d) An employee who does not respond within forty-eight (48) hours of the Employer's initial contact attempt, as per (c) above, or who refuses to report to work shall lose his opportunity for recall. An employee shall report to work within seven (7) 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 Health and Welfare benefit plans for a maximum of six (6) months.

### **ARTICLE 14 - HOURS OF WORK**

#### **14.1 Workday/Workweek**

The normal work week for all employees shall be established on the principle of thirty-five (35) hours within a five (5) day week Monday through Saturday. The normal work day shall consist of a scheduled period of seven (7) hours.

#### **14.2 Hours of Work**

(a) Staff may work a four (4) day or equivalent modified work week based upon an average of 1,820 hours per year with a maximum straight-time daily shift of (10) hours. Specific schedules to be determined by the mutual agreement of the employees affected and their supervisor.

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

(b) Where shifts vary from the standard work day, the rest period(s) shall be equal to four (4) 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 (½) hour shall be scheduled as close as possible to the middle of any shift exceeding six (6) 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

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 he has completed his normal shift, the employee shall be paid for the actual hours worked, or a minimum of four (4) 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 (2) consecutive days of rest in any calendar week.

#### 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 "*call back*" 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.

### ARTICLE 15 - SHIFT WORK

#### 15.1 Shift Premiums

A premium of fifty cents (50¢) per hour will be paid for all hours worked between 6:00 p.m. and 6:00 a.m. This premium will not be compounded by overtime rates.

#### 15.2 Short Changeover Premium

- (a) Failure to provide at least eight (8) 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 (8) 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 schedules as defined by Article 14.1 shall be paid time and one-half (1½) for the first two (2) hours exceeding a regular shift per Clause 14.1(a) and double time (2x) thereafter;
- (b) employees working schedules other than that defined by Article 14.1 shall be paid time and one-half (1½) for hours worked in excess of the standard weekly hours in one week and double time (2x) for hours worked in excess of ten (10) hours in one day;
- (c) double time for all hours worked on a day of rest.

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.

### **16.4 No Layoff to Compensate for Overtime**

Employees shall not be required to layoff 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 his regular working hours shall be compensated for a minimum of three (3) hours at overtime rates. Should the employee be called out within three (3) hours of the initial call, he/she shall not receive another callback premium.

### **16.7 Rest Interval After Overtime**

An employee required to work overtime beyond his regularly scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime work and the start of his next regular shift. If eight (8) 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       | Labour Day       |
| Good Friday          | Thanksgiving Day |
| Easter Monday        | Remembrance Day  |
| Queen's Birthday     | Christmas Day    |
| Canada Day           | Boxing Day       |
| British Columbia 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) For Regional District Administration offices, one (1) additional day between Christmas and New Year's Day as determined by majority vote of the employees.

(c) For operations at Williams Lake Library, Wrestling Day will be observed (January 2nd) and for other library operations, employees will be entitled to a floating day mutually acceptable to the employee and the supervisor.

**17.2 Holiday Falling on a Saturday or Sunday**

For an employee whose work week 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 work day 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 employees shall not be eligible for statutory holiday benefits and in lieu thereof shall be paid a premium of four (4) percent 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 (2) 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 31<sup>st</sup>.

**18.2 Vacation Entitlement**

A full time employee is entitled to fifteen (15) days vacation with pay upon completion of one (1) year of service. Upon completion of each subsequent year, a full time employee is entitled to one (1) additional day up to a maximum annual entitlement of twenty-six (26) days. Vacation entitlement shall be administered as follows:

- (a) On January 1 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 his/her probationary period, a full time employee shall accrue vacation entitlements on a monthly basis at the rate of 1.25 days for each month worked. Upon successful completion of his/her probationary period, the full time employee shall receive an advance of his/her vacation entitlement for the remainder of the vacation year in which the probationary period ended.
- (c) An employee who terminates his/her 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 shall be allowed to take at least four (4) weeks vacation entitlement in one (1) block.
- (b) For those employees who have more than four (4) weeks vacation entitlement, the Employer shall make every reasonable effort to allow such employees to take their complete vacation entitlement in one (1) 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 (1) employee per vacation grouping will be allowed away at any time.

*Grouping:*

(1)	Administration:	Administration Clerks and Receptionist
(2)	Building:	Plan Checkers / Building Inspectors
(3)	Finance:	Accountant and Accounting Clerks
(4)	Planning:	Planning Officers and Planning Technicians
(5)	Community Services:	Clerks
(6)	Development Services:	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 his/her seniority rights within two (2) 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 sixty (60) working days preceding his/her vacation, in which case he/she 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 five (5) days vacation leave per vacation year except that such vacation carryover shall not exceed ten (10) days at any time.

#### **18.6 Call Back 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 Payday During Period of Leave**

Employees may request and receive any cheque which would normally be payable during a period of vacation, or leave of absence, up to five (5) days preceding commencement of the vacation or leave of absence. Notice in writing of such request must be given fifteen (15) calendar days before the date the cheque is to be issued.

### **18.9 Application to Part-time and Casual Employees**

Part-time and casual employees shall not be eligible for regular paid vacation and in lieu thereof shall be paid a premium of six percent (6%) of their gross earnings in each calendar year. 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.

## **ARTICLE 19 - SICK LEAVE**

### **19.1 Sick Leave Entitlement (*see also LOU #4*)**

Employees shall receive one hundred percent (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 twelve (12) days absence per 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 twelve (12) days.

### **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 dependent, the employee shall be entitled, after notifying his/her 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 he/she is incapacitated and dependent children shall be permitted and the full-time 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 his sick leave credits within seven (7) days of a written request to the Employer.

**19.5 Reporting Sickness or Injury**

- (a) The employee shall inform his/her supervisor prior to the commencement of his shift, or as soon as possible thereafter, of his 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 (3) days or more. In the case of family illness, the employee may be required to provide a medical certificate after two (2) days 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**

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 his regular rate of pay from the date of death to and including the day of the funeral with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed five (5) working days.

Immediate family is defined as an employee's parents, spouse, child, (the latter three to include common-law), grand-parents, grand-children, brother, sister, father-in-law and mother-in-law. Consideration may be given in the case of any other relative permanently residing in the employee's household or with whom the employee permanently resides. In the event of the death of the employee's son-in-law, daughter-in-law, brother-in-law or sister-in-law, the employee shall be entitled to leave for three (3) days for the purpose of attending the funeral. 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.

**20.2 Special Leave**

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

- (a) marriage of the employee or the employee's child..... one (1) day;
- (b) birth or adoption of the employee's child..... one (1) day;
- (c) attendance at a formal hearing to become a Canadian citizen ..... one (1) day;
- (d) court appearance for hearing of an employee's child..... one (1) day per year;
- (e) attendance at a funeral of a close friend or as a pallbearer ..... one-half (½) day<sup>✧</sup>  
<sup>✧</sup>*Occasions in excess of two (2) per calendar year will be charged to an employee's sick leave entitlement per Article 19.1.*

**20.3 Public Duties**

- (a) The Employer shall grant, on written request, leave of absence without pay for persons seeking or elected to Provincial Legislature, or Federal Parliament.
- (b) Employees elected or appointed to other public positions will also be granted leave, 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 his regular earnings while serving at court shall remit to the Employer all monies paid to him 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 General Leave**

Approval shall not be withheld unjustly and the employees may draw upon earned vacation credits at their discretion to avoid loss of income.

### **20.8 \*Donor Leave**

An employee may be granted the necessary leave of absence with pay for the purpose of donating bone marrow or an organ. Such leave is to be deducted from the employee's sick leave accrual.

## **ARTICLE 21 - MATERNITY, PARENTAL & ADOPTION LEAVE**

### **21.1 \*Maternity Leave**

- (a) \*An employee is entitled to maternity leave of up to fifteen (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 ten (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 (6) 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 (6) 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 thirty-five (35) consecutive weeks without pay. The leave period may be extended by an additional five (5) weeks where the employee's claim is extended pursuant to Section 12(7) of the Employment Insurance Act.
- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the thirty-five (35) weeks parental leave between them.
- (c) Such written request pursuant to (a) above must be made at least four (4) 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 fifty-two (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 (2) week waiting period for Employment Insurance Maternity/Parental benefits, the employee will be entitled to a leave of two (2) 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 and the employee's share of these premiums and benefit costs during the period of any maternity, adoption or parental leave to a maximum of fifty two (52) weeks. Upon return to duty, or upon resignation if the employee resigns during the term of the leave, employees shall reimburse the Employer for the employee's share of such benefits and premium paid on behalf of the employee during the term of the leave.
- (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 her or his former position at a salary level she or he would have been at but for the leave(s). 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.

**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 Union agrees that the employees designated under Article 7.6 will form the Joint Committee. The size of the Committee shall be up to four (4) 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 Labour/Management 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 quarterly 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 his/her supervisor before refusing to perform work where he/she has reasonable grounds to believe and does believe that the particular work and/or environment is dangerous to his/her 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 his/her 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 (6) 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 (2) 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.
- (b) The Employer must give notice to the trade union that is party to the Collective Agreement at least sixty (60) days before the date on which the measure, policy, practice or change is to be affected, and;
- (c) After notice has been given, the Employer and trade 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 sub-contract 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:

- (a) *Life Insurance* - at a principal amount equal to two (2) times annual earnings minimum \$65,000 to a maximum of two hundred thousand dollars (\$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 (2) times annual earnings (minimum sixty five thousand (\$65,000) maximum two hundred thousand dollars (\$200,000);
- (c) *Weekly Income Benefits* - equal to seventy-five percent (75%) of weekly salary to a maximum amount of seven hundred and fifty dollars (\$750) per week for a period of sixteen (16) weeks commencing upon the first (1st) day for absence due to disabling injury and commencing upon the sixth (6th) day for absence due to illness. Subject to Letter of Understanding #4.
- (d) *Long Term Disability* - income equal to seventy-five percent (75%) of regular salary up to a maximum of three thousand two hundred dollars (\$3,200) per month payable in the event of total disability and commencing after one hundred twenty (120) 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)**

*N.B. Insured person includes the full-time employee, his/her spouse and dependents.*

(f) *\*Extended Health Care Benefits*

- (1) Deductible of twenty-five dollars (\$25) per year per employee and fifty dollars (\$50) including dependents; co-insurance of twenty percent (20%).
- (2) Hospital charges such as semi-private, intensive care, convalescent care, admission, user and outpatient fees.
- (3) Psychologist’s fees at fifty percent (50%) up to a maximum of two hundred dollars (\$200) per year per insured.
- (4) Speech therapists at twenty dollars (\$20) per visit to a maximum of one thousand dollars (\$1,000) per year per insured.
- (5) Out-of-province doctor's fees.
- (6) \*Essential materials, drugs and services as specified point of purchase.
- (7) Vision coverage for employee, spouse and dependent children - two hundred dollars (\$200) every two (2) years.

*Clauses (a) through (f) in accordance with the following policies in effect on the date of signing:*

Dental	Blue Cross	D820790
EHB	Great West Life	328522
Life	Great West Life	328522
WI	Great West Life	328522
AD&D	The Cooperators	6521
LTD	Provident Life	81241

(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.

(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 employees shall not be eligible for the benefits of Article 25 and in lieu thereof shall be paid a premium of seventy cents (70¢) for all hours worked. Such premium not to be compounded for overtime. Part-time employees regularly scheduled to work twenty eight (28) hours per week will have the option of coverage on the benefit plans as listed in Article 25.1 and thereby forfeit the seventy cents (70¢) in lieu.

**ARTICLE 26 - JOINT JOB EVALUATION****26.1 Joint Job Evaluation Committee**

The Joint Job Evaluation Committee shall be comprised of representatives of the Employer and the Union.

**26.2 Documents for Committee**

The Committee shall be supplied with all the documentation, existing classifications and descriptions as well as any other relating to job evaluation, either existing or proposed.

**26.3 Job Evaluation Manual**

The Manual for Job Description, Classification and Wage Administration is appended to this agreement as an Appendix. Its provisions, which may be amended from time to time by mutual agreement of the Employer and the Union, shall apply as if set forth in full herein. The Manual explains the preamble, purpose definitions and the thirteen (13) factors for describing and classifying positions, the agreed methods for describing and classifying the job, applying the job descriptions and job classes, maintaining the job descriptions and job classes and adjudicating disputes. The parties have agreed that this Appendix will not be printed as part of the general distribution of this Agreement.

**26.4 Wages**

The wage scale, job classes and the wage rates shall be as attached hereto (Appendix "A") and form part of this Agreement.

**26.5 Substitution Pay**

- (a) In the event an employee is appointed to, or performs the principal duties of a higher rated position, for one month or more he/she shall be paid the higher rate applicable to that position.
- (b) If an employee temporarily renders service in a position paying a lower rate of pay, his/her wages will not be reduced.

**26.6 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 Salaries and Premiums**

It is agreed that the salaries set forth in the schedule hereto attached and named 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 his pay assigned for the purchase of Canada Savings Bonds.

## 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 seventy five percent (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 forty-two cents (42¢) per kilometre. An advance on travel expenses will be provided at the employee's request. Increases to 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.
- (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) *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 (2) years will be entitled to resign with severance pay based upon years of service as follows:

- (a) for the first two (2) years of completed employment, three (3) weeks current salary;
- (b) for each completed year thereafter, additional two (2) week's current salary.

The employee will not receive an amount greater than twelve (12) weeks current salary.

## 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.

# ARTICLE 28 - DURATION

## 28.1 \*Duration of Agreement

This Agreement shall be binding and remain in effect to midnight, October 31st, 2004.

## 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 August 1, 2004 but in any event not later than midnight, August 31st, 2004.
- (b) Where no notice is given by either party prior to August 31st, 2004 both parties shall be deemed to have been given notice under this section to on August 31st, 2004 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 Administrator 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 fourteen (14) 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:**

\_\_\_\_\_  
George Heyman, President

\_\_\_\_\_  
Ted Armstrong, Chairman

\_\_\_\_\_  
Arnold Jenner, Bargaining Committee

\_\_\_\_\_  
Gordon Gillette, Manager

\_\_\_\_\_  
Joanna Mazzardis, Bargaining Committee

\_\_\_\_\_  
Kathy Robertson, Bargaining Committee

\_\_\_\_\_  
Gary Werk, Staff Representative

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

**APPENDIX A  
WAGE RATES**

*Note 1: Rates for employees on probation shall be ninety-five percent (95%) of the classified wage rate for permanent positions (full-time and part-time).*

Job Title	Job Class	Apr 1/01 Rates	General Nov 1/01 1.75%	General Nov 1/02 1.50%	JEP Nov.1/02	General Nov 1/03 1.50%	JEP Nov 1/03
Student Page		8.08	8.22	8.34		8.47	
Clerk II Admin	3	14.95	14.79	15.02		15.24	
Community Librarian I	3	13.95	14.19	14.41	14.74	14.96	15.24
Library Clerk I	3	13.95	14.19	14.41	14.74	14.96	15.24
Receptionist	3	14.95	14.79	15.02		15.24	
Weed Spray Assistant	3	14.95	14.79	15.02		15.24	
Clerk II 100 Mile	4	16.32	16.61	16.85		17.11	
Clerk II Customer/Office	4	16.32	16.61	16.85		17.11	
Clerk II DS	4	16.32	16.61	16.85		17.11	
Clerk II Finance	4	16.32	16.61	16.85		17.11	
Weed Control Assist	4	16.32	16.61	16.85		17.11	
Clerk III Records/Contracts	5	17.36	17.66	17.93		18.20	
Clerk III Lands/Services	5	17.36	17.66	17.93		18.20	
Community Librarian II	5	16.20	16.48	16.73		16.98	17.77
Library Clerk III	5	16.20	16.48	16.73		16.98	17.77
Rec Program Incumbent	5	19.29	19.63	19.92		20.22	
Rec Programmer-New	5	17.36	17.66	17.93		18.20	
Aquatic Staff II	6	18.37	18.69	18.97		19.26	
Clerk IV Lands/Services	6	18.37	18.69	18.97		19.26	
Clerk IV Admin/Services	6	18.37	18.69	18.97		19.26	
Clerk IV Finance	6	18.37	18.69	18.97		19.26	
Weed Control Tech	6	18.37	18.69	18.97		19.26	
Library Tech II (PS)	7	18.46	18.78	19.06	19.42	19.71	
Library Tech II (SS)	7	18.46	18.78	19.06	19.42	19.71	
Accountant	8	21.20	21.67	21.89		22.22	
Bylaw Enforce-Incumbent	8	23.52	23.93	24.29		24.65	
Bylaw Enforce Office-New	8	21.20	21.57	21.89		22.22	
Planning Technician	8	21.20	21.57	21.89		22.22	
Sr.Drafts/Plan Tech	8	21.20	21.57	21.89		22.22	
Solid Waste Technician*	9	23.75	24.17	24.53		24.90	
Bldg Inspector I	9	23.75	24.17	24.53		24.90	
Computer Programmer*	9	23.75	24.17	24.53		24.90	
Utilities Operator	9	23.75	24.17	24.53		24.90	
Regional Utilities Operator*	10	26.12	26.58	26.98		27.38	
Bldg Inspector II	10	26.12	26.58	26.98		27.38	
Plan Checker II	10	26.12	26.58	26.98		27.38	
Planning Officer II	10	26.12	26.58	26.98		27.38	
Senior Planning Officer **	11	28.44	28.94	29.37		29.81	

\*Position Reclassifications as of December 31<sup>st</sup>, 2001

\*\* Position Reclassification as of February 4, 2002

**LETTER OF UNDERSTANDING #1  
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 his/her supervisor which may include straight-time off with pay in lieu there of.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

\_\_\_\_\_  
George Heyman, President

\_\_\_\_\_  
Ted Armstrong, Chairman

\_\_\_\_\_  
Arnold Jenner, Bargaining Committee

\_\_\_\_\_  
Gordon Gillette, Manager

\_\_\_\_\_  
Joanna Mazzardis, Bargaining Committee

\_\_\_\_\_  
Kathy Robertson, Bargaining Committee

\_\_\_\_\_  
Gary Werk, Staff Representative

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

**LETTER OF UNDERSTANDING #2  
FULL-TIME POSITIONS IN THE LIBRARY SYSTEM**

Regarding the Employer's stated intention to move toward more full-time positions within the Library System, it is agreed that no existing part-time employees will be adversely impacted through the conversion of a part-time position to full-time. Where the Employer has reason to convert a part-time position to full-time and the incumbent part-time employee does not wish the full time work, the part-time employee will have an opportunity to find a suitable person to "job share" the position.

Should a "job shared" full-time position be approved, the Employer will pay for the benefit plans described in Article 25, on the basis of one employee's entitlement and the employees will no longer receive the payment in lieu as per Article 25.3. The employees concerned and the Employer will mutually agree on a reasonable division of the benefit coverage apportioned to each employee. It is agreed that employees job sharing are considered part-time for the purpose of Article 17.5 and 18.10.

Any other necessary terms and conditions concerning "job sharing" will be jointly developed by the Labour/Management committee.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

\_\_\_\_\_  
George Heyman, President

\_\_\_\_\_  
Ted Armstrong, Chairman

\_\_\_\_\_  
Arnold Jenner, Bargaining Committee

\_\_\_\_\_  
Gordon Gillette, Manager

\_\_\_\_\_  
Joanna Mazzardis, Bargaining Committee

\_\_\_\_\_  
Kathy Robertson, Bargaining Committee

\_\_\_\_\_  
Gary Werk, Staff Representative

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

**LETTER OF UNDERSTANDING #3  
EXCLUDED POSITIONS**

This letter will reflect the discussions during the recent negotiations relative to Article 2.1.

- (a) The Employer advised that the Supervisor of Works position, currently vacant, was being re-evaluated over the next twelve (12) months, with the duties being handled by other managers.
- (b) Should it be found that the duties of the Supervisor of Works can be successfully distributed to other manager employed by the Employer, the Employer will not object to the removal of the Supervisor of Works from the list of excluded positions after the Employer's evaluation is complete.
- (c) The Union raises concerns regarding the continued exclusion of the Supervisor of Planning inasmuch as, the staff compliment in the department has been significantly reduced, the Employer agreed that should the position become vacant, during the life of this Collective Agreement, and should the staffing compliment of the Department be less than four (4) employees (inclusive of the Supervisor position), the parties agree to discuss the matter further with a view to returning the position to the Bargaining Unit.

*Dated this 17<sup>th</sup> day of January 2002.*



**LETTER OF UNDERSTANDING #4  
SELF INSURED SICK LEAVE**

- (a) The proposal for self-insured sick leave to replace the weekly indemnity insurance is referred to the L/M Committee. The Union will agree to recommend such a plan to the covered employees provided the program maintains a comparable benefit to the employees.
- (b) Provided the Plan [per (a) above] is implemented, the premium savings to a maximum of \$5,600.00 will be applied to fund a longevity bonus payable commencing in the next contract year following implementation of the new sick leave provision.
- (c) The longevity bonus shall be as follows:
  - (i) An annual bonus of one hundred and fifty dollars (\$150.00) will be paid to those employees having five (5) or more years (9,100 hours) continuous service with the Employer.
  - (ii) An annual bonus of two hundred and seventy five dollars (\$275.00) will be paid to those employees having ten (10) or more years (18,200 hours) continuous service with the Employer.
  - (iii) An annual bonus of five hundred dollars (\$500.00) will be paid to those employees having fifteen (15) or more years (27,300 hours) continuous service with the Employer.
  - (iv) An annual bonus of seven hundred dollars (\$700.00) will be paid to those employees having twenty (20) or more years (36,400 hours) continuous service with the Employer.
  - (v) The annual bonus will be paid out in the first pay period in December each year.

**LETTER OF UNDERSTANDING #5  
RE: DEFERRED SALARY LEAVE PLAN**

The Employer agrees to consider any requests from employees for Deferred Salary Leave. Where approval is granted the plan shall be consistent with the Union's proposal exchanged November 2, 2001 and any difficulties will be referred to the Labour/Management Committee for resolution.

**ADDENDUM TO LETTER OF UNDERSTANDING #5  
RE: DEFERRED SALARY LEAVE PLAN**

The Parties agree to establish a Deferred Salary Leave Plan effective:

1. *Description*

(a) The purpose of the Deferred Salary Leave plan is to afford employees the opportunity of taking a six (6) month or one (1) year leave of absence with part pay by deferring salary for four (4) years [2 years for a 6 month leave] and taking leave in the fifth (5<sup>th</sup>) year [3<sup>rd</sup> year for a 6 month leave]. It is expressly understood that the Plan is not established to provide benefits to employees on or after retirement.

(b) The Employer and employees may enter into any variation of this Plan by mutual consent of the two Parties involved, provided that such variations meet the requirements of paragraph 6801(a) of the Income Tax Regulations.

2. *Qualifications*

(a) An employee who has completed five (5) years full-time employment in a regular position within the BCGEU Bargaining unit will be eligible to take leave under the Plan.

(b) An employee must complete an additional five (5) years from the completion of any leave under this Agreement before qualifying for a second leave.

(c) Proposals for leave will be considered in order of seniority of the applicants.

(d) The Cariboo Regional District will review all proposals for each year in the month of December. The most senior applicant's proposal on file with the Cariboo Regional District by November 30<sup>th</sup> of each year will be reviewed and the two (2) most senior proposals will be approved for the year's request. The Union will be informed of all approvals.

3. *Payment Formula and Leave of Absence*

The payment of salary, fringe benefits and the timing of six (6) months or one (1) year of absence shall be as follows:

(a) In the first four (4) years of the Plan (2 years for a 6 month plan), an employee will be paid eighty percent (80%) of his/her proper salary range. The remaining twenty percent (20%) of annual salary, based on a calendar year, will be accumulated and this amount shall be paid to the employee during the deferred salary leave of absence. Interest earned in the Plan on behalf of the participating employee shall be paid at the end of each calendar year. Any such interest paid to a participant under the Plan represents employment income rather than income from property. Accordingly, Form T4 should be used by the financial institution to report the interest and the usual tax withholdings and remittances must be made.

(b) Employees' health and welfare benefits will be maintained by the Employer during their leave of absence. The Cariboo Regional District will pay such costs on behalf of the participant and deduct the money paid from the participant's salary payment. Any benefits tied to salary level shall be structured according to actual salary paid.

(c) It is understood that employment insurance premiums will be based on the gross salary during the deferral period

(d) The leave of absence may be taken only in the fifth (5<sup>th</sup>) year of the Plan (3<sup>rd</sup> year for a 6 month leave). Under special circumstances, exceptions may be granted, however, the deferral period must not exceed six (6) years in total from the date the salary deferrals commenced, and the leave of absence must commence immediately after the deferral period.

(e) With the approval of the Employer, an employee may select some alternative method of deferring salary other than that specified in (a) above; however, the annual deferral amount may not exceed thirty-three and one third (33-1/3) percent of the salary the participating employee would normally receive in one (1) year.

4. *Terms of Reference*

(a) The leave of absence shall occur according to and be governed by this Letter of Understanding of Agreement rather than other leave provisions in the Collective Agreement in force between the Cariboo Regional District and the BC Government & Service Employees' Union.

(b) Payment to a participant on leave shall be in equal biweekly instalments. These instalments shall start two weeks after the commencement of the leave. The final instalment shall be the balance of any moneys retained by the Cariboo Regional District for the participant in the Plan.

(c) Upon no less than six (6) months' notice, a participant may request a one (1) year postponement of the start of the leave requested in the initial application. Such postponement will be granted where it is not in conflict with the number of employees approved to take leave in that year and where such postponement does not violate Section 4(d) of this Memorandum.

(d) On return from leave, an employee shall return to the position held immediately prior to going on leave for a period that is not less than the period of the leave of absence.

(e) An employee participating in the plan shall be eligible, upon return to duty, for any increase in salary and benefits that would have been received had the six (6) month or one (1) year leave of absence not been taken

(f) Employees who are laid off or resign will be required to withdraw from the Plan and will be paid a lump sum adjustment for any monies deferred to the date of withdrawal, plus any interest earned. Repayment shall be made within sixty (60) calendar days of withdrawal from the Plan.

(g) Prior to taking his/her leave of absence, an employee may withdraw funds from the Plan only in the case of financial or other hardship [except where paragraph (d) applies]. Upon withdrawal any monies accumulated plus interest owed, will be repaid to the employee within sixty (60) calendar days notification.

(h) Should an employee die while participating in the Plan, any monies accumulated plus interest owed at the time of death, will be paid to the employee's estate.

(i) It is understood that all amounts under the Plan will be paid to the participating employee no later than the end of the first taxation year of the employee that commences after the end of the deferral period.

(j) There will be no interruption of a leave once it has commenced.

5. *Salary*

Throughout the period of the leave of absence, the employee may not receive any salary or wages from the Employer, or from any other person or partnership with whom the Employer does not deal at arm's length, other than;

(a) amounts which were deferred under the Plan; and

(b) the reasonable fringe benefits that the Employer usually pays to or on behalf of employees.

6. *Fringe Benefits*

(a) During a leave of absence, the responsibility for payment of premiums for fringe benefits for a participant shall be established in this Agreement. Where a participant is obligated to pay the cost of any fringe benefit during the period of leave, the Cariboo Regional District will pay such costs on behalf of the participant and deduct the money paid from money otherwise payable to the participant from the fund.

(b) The Cariboo Regional District will make pension deductions for submission to the relevant pension plan and notify the Administrators of the Plan the contributions and salary levels for the purpose of pension adjustment reporting.

7. *Termination or Amendment of the Plan*

(a) This Plan may be amended or terminated by agreement between the BC Government & Service Employees' Union and the Cariboo Regional District. Any amendments shall be binding upon all present and future participants.

(b) No amendment shall be made to the Plan, which will prejudice any tax ruling, which is applicable to the Plan prior to the amendment.

8. *Employee Agreement*

I have read the terms and conditions of the Agreement between the BC Government & Service Employees' Union and the Cariboo Regional District governing the Deferred Salary Leave Plan, and I understand it. I agree to participate in the Plan subject to its rules and on the following specific conditions:

Enrolment Date: My enrolment in the Plan shall become effective January 1, 200\_\_

Year of Leave: I propose to commence my leave (yy/mm/dd), upon the approval of the Cariboo Regional District, for a period of \_\_\_months (up to one year).

Funding of the Leave: To accomplish the funding of the leave I hereby authorise the following amounts be withheld from my current compensation effective the date of my enrolment in the Plan:

- First Year \_\_\_\_\_%
- Second Year \_\_\_\_\_%
- Third Year \_\_\_\_\_%
- Fourth Year \_\_\_\_\_%
- Number of additional years \_\_\_\_\_
- Percentage per additional year \_\_\_\_\_

The participant may, by written notice to the Cariboo Regional District prior to January 1<sup>st</sup> in any year, alter the percentage amounts for that and any subsequent year subject to Section 4(e) of the Deferred Salary Leave Plan Memorandum.

\_\_\_\_\_  
Signature Date\_\_\_\_\_

Written approval of the Cariboo Regional District \_\_\_\_\_

\_\_\_\_\_  
Signature of Cariboo Regional District Date\_\_\_\_\_

9. *Income Tax Act*

This Memorandum will be submitted for review to ensure that it complies with the requirements of the Income Tax Act. The Parties agree that they will make modifications to this Memorandum that are necessary in order to comply with the Income Tax Act.

**LETTER OF UNDERSTANDING #6  
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:

1. Standby may be assigned on either a scheduled day of work or for a weekend day off.
2. Standby compensation for after hours on a scheduled work day will be paid at the rate of one (1) hours pay for the entire standby day.
3. Standby compensation for a weekend day off or Stat Holiday will be paid at the rate of two (2) hours pay for each day so assigned.
4. No standby will be assigned for any period of vacation, unless mutually agreed between the employee and his/her supervisor.
5. The Employer will provide adequate communication equipment, e.g., cell phone/pager so that the employee is not unduly restricted in his off duty activities.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

\_\_\_\_\_  
Gary Werk, Staff Representative

\_\_\_\_\_  
Gordon Gillette, Manager

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

**MEMORANDUM OF SETTLEMENT**

**Whereas**, pursuant to the Labour Relations Code, the above parties have bargained collectively; and

**Whereas**, the Bargaining Committee's have today reached a tentative Collective Agreement which will be referred to the full Board of the Cariboo Regional District and to the Union's Membership for ratification,

The Employer will conduct its ratification at their meeting on January 18<sup>th</sup>, 2002 and advise the Union before the close of business that day. Details of the settlement will not be made public during the ratification process. The Union undertakes to obtain its ratification by midnight February 7<sup>th</sup>, 2002 and advise the Employer prior to noon on February 8<sup>th</sup>, 2002.

The terms of this tentative Agreement include the following:

1. All of the terms and conditions as described in the attached document *titled "Collective Agreement"* (Articles 1 through 28, Definitions, Wage Rate Appendix, Job Evaluation Appendix, Letters of Understanding #1, #2, #3, #4, and 5 E&OE).
2. The Wage Rate Appendix (above) will be adjusted to reflect a 1.75% increase November 1<sup>st</sup>, 2001 and all subsequent increases adjusted accordingly.
3. A further Letter of Understanding will be developed, within ninety (90) calendar days of ratification, reflecting the weekend standby terms and conditions presently offered to Utility Operators.
4. The Employer agrees to provide updated Health and Welfare Policies to the Union within ninety (90) calendar days of ratification and these policies will be referenced in Article 25 of the Collective Agreement.

*This Agreement is made this 17th day of January 2002 at the City of Williams Lake*