

**December 14, 2020**

## **Cariboo Regional District Ratification Document**

### **Housekeeping**

The collective agreement will be formatted using the BCGEU standard formatting template and will be updated to reflect gender neutral language.

### **Definitions**

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

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

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

"Employer" - Cariboo Regional District.

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

(a) "Full-Time Employee" - is one filling a position regularly scheduled to work in excess of 1,700 straight-time hours per year.

(b) All other regularly scheduled employees shall be classed "part-time", unless they are defined as casual employees.

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

(a) seasonal positions;

(b) positions created to carry out special projects;

(c) temporary positions created to cover employees on vacation, short-term disability leave, education leave, compassionate leave, maternity, paternity or other leave; including positions created to provide on call coverage/assistance for employees;

(d) temporary positions created by special programs such as the summer student employment programs, winter works programs for the unemployed, emergencies such as floods or other special temporary programs.

"Probationary Employee" - means

- (a) full-time employee during their first 90 calendar days of employment.
- (b) a part-time employee during their first 90 calendar days of employment or for the aggregate of their hours to reflect 60 working days, whichever is greater, to a maximum probationary period of six calendar months.
- (c) a casual employee during their first 90 calendar days of employment or for the aggregate of their hours to reflect 60 working days, whichever is greater. Except where probation is extended in accordance with Article 12.7. Notwithstanding the above, in the event an employee is unable to work for any significant portion of their probationary period due to illness or other causes, the probationary period will be extended accordingly.

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

## 9.2 Composition of Board of Arbitration

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

~~Peter Cameron~~  
James Dorsey  
Wayne Moore  
Chris Sullivan  
**John Hall**

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

## 9.6 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 with two working days of~~

~~such hearings. No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey the decision.~~

~~(d) Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.~~

~~(e) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.~~

~~(f) The parties shall equally share the cost of the fees and expenses of the arbitration and hearing rooms.~~

(j) The parties shall meet every four months or as often as required to review outstanding grievances filed at arbitration to determine by mutual agreement those grievances suitable for this process, and shall set dates and locations for hearings of groups of grievances considered suitable for expedited arbitration.

(k) All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:

- (1) Dismissals;
- (2) Rejection on probation;
- (3) Suspensions in excess of 20 workdays;
- (4) Policy grievances;
- (5) Grievances requiring substantial interpretation of a provision of this agreement;
- (6) Grievances requiring presentation of extrinsic evidence;
- (7) Grievances where a party intends to raise a preliminary objection;
- (8) Demotions.

By mutual agreement, a grievance falling into any of these categories may be placed into the expedited arbitration process.

(l) The parties shall mutually agree upon single arbitrators who shall be appointed to hear and resolve groups of grievances.

(m) The Arbitrator shall hear the grievances and shall render a decision within two working days of such hearings. No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey a decision.

(n) The parties will limit their use of authorities.

(o) The parties will not use outside counsel.

(p) Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.

(q) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.

- (r) A grievance determined by either party to fall within one of the categories listed in (b) above, may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing pursuant to Clause 9.2.
- (s) The parties shall equally share the cost of the fees and expenses of the Arbitrator and hearing.

#### **Article 14.7 Application of Seniority to Part-time and Casual Work**

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

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

Employees must quarterly (January 1st, April 1st, July 1st, October 1st) declare how many hours per week they will be available for casual work before being placed on a call-in list for a specific location. All employees on a call-in list must advise their supervisor if their declared availability changes.

In order to be placed or remain on a call-in list, part-time employees must be available for a minimum of 14 hours per week and be willing to accept daytime, evening and weekend shifts. Casual employees must be available for a minimum of 20 hours per week, including daytime, evenings and weekends. If an employee's availability falls below the minimum requirement they will be removed from the call-in list. All employees on the call-in list must provide a designated method of contact such as email/text or telephone call. If the contact doesn't respond within 10 minutes, then the next person on the list will be contacted and so on down the list until the vacancy is filled.

Part-time employees are considered unavailable for any casual shifts that conflict with their regular part-time hours or approved leave. In these cases, staff will not be contacted regarding available shifts and those shifts will not be considered as refused.

Casual employees who will be unavailable for shifts due to vacation, illness, or emergency must advise their supervisor immediately to avoid being recorded as 'refused' when being contacted to fill an available shift.

Part-time staff who refuse three consecutive shifts will be moved to the bottom of the call-in list at that location. Casual Employees that refuse three consecutive shifts shall be removed from the list and their employment terminated.

A refusal will include not accepting an available shift, not responding within 10 minutes of the contact method provided by the employee, cancelling an accepted shift, or not showing up to work an accepted shift,

Part-time employees at a location where a call-in list is maintained but who do not qualify to be on the list at that location, may be offered casual work at that location once the call-in list has been exhausted.

#### 14.9 Shift Changes for Part-Time Employees During Christmas

- (a) Between December 1<sup>st</sup> and January 31<sup>st</sup> in each year, part-time employees may reschedule a maximum of three regularly scheduled shifts to facilitate time off between December 24<sup>th</sup> and January 2<sup>nd</sup>.
- ~~(b)~~ On October 1<sup>st</sup> of each year the Employer will send a notice to remind all employees to submit their requests for rescheduled shifts.
- (b) ~~(c)~~ By October 15<sup>th</sup> in each year, all part-time employees who want to reschedule will submit a request outlining which regularly scheduled shifts they wish to reschedule.
- (c) ~~(d)~~ The Employer will select the dates to which the regularly scheduled shift is rescheduled. It is the intent of the parties not to unreasonably restrict the requests for rescheduling. The Employer will make best efforts to accommodate each part-time employee's request. If the Employer cannot accommodate all requests, allocation to a rescheduled shift will be done on the basis of seniority.
- (d) ~~(e)~~ As an exception, and where operationally no option to accommodate a rescheduled shift exists during the period from December 1<sup>st</sup> to January 31<sup>st</sup>, the Employer will set the rescheduled shift outside the period.
- (e) ~~(f)~~ In the event that a request to reschedule a regularly scheduled shift between December 24<sup>th</sup> and January 2<sup>nd</sup> cannot be accommodated, the Employer will extend the opportunity to reschedule a regularly scheduled shift to a mutually agreeable date before March 31<sup>st</sup>.
- (f) ~~(g)~~ By November 15<sup>th</sup> in each year the Employer will notify the part-time employees of the rescheduled shifts.

#### 15.1 Shift Premiums

A premium of ~~75¢~~ **\$1.00** per hour will be paid for all hours worked between 6:00 p.m. and 6:00 a.m. effective the first payday after ratification. This premium will not be compounded by overtime rates.

#### 17.5 Application to Part-Time and Casual Employees

Part-time and casual employees shall not be eligible for statutory holiday benefits and in lieu thereof shall be paid a premium of ~~4.6%~~ **4.8%** of their regular base rate for all hours worked. This premium shall not be compounded by overtime.

## 18.2 Vacation Entitlement

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

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

Vacation entitlement shall be administered as follows:

- (a) On January 1<sup>st</sup> of each vacation year, all full-time employees, with the exception of employees on probation, shall be advanced their vacation entitlement for that vacation year.
- (b) During their probationary period, a full-time employee shall accrue vacation entitlements on a monthly basis at the rate of one and one-quarter days for each month worked. Upon successful completion of their probationary period, the full-time employee shall receive an advance of their vacation entitlement for the remainder of the vacation year in which the probationary period ended.
- (c) ~~An employee who terminates their employment prior to completion of the calendar year will be entitled to a prorated vacation benefit based on the fraction of the year completed.~~

An employee who **goes on an unpaid leave of absence, is laid off** or terminates their employment prior to the completion of the calendar year will be entitled to a prorated vacation benefit based on the fraction of the year **completed at work**.

- (d) **Vacation entitlement does not accrue during periods of unpaid leave of absence where a Record of Employment is issued, or layoff, or after termination of employment excluding Short Term Disability leaves.**
- (e) 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) All part-time and full-time employees must submit their proposed vacation schedules by March 1<sup>st</sup> of each year. It is the intent of the parties that no employee shall be unreasonably restricted in the time of year that is chosen for vacation. Accordingly, all employees that are entitled to four weeks' vacation entitlement or more shall be allowed to take at least four weeks' vacation entitlement in one block, if desired and shall be allowed to take up to four weeks of vacation entitlement during the period of May 1<sup>st</sup> to September 30<sup>th</sup>, inclusive, which shall be defined as prime time vacation period. Employees that have less than four weeks' vacation entitlement shall be allowed to take their entire vacation entitlement in one block, if the employee so desires.
- (b) For those employees who have more than four weeks' vacation entitlement, the Employer shall make every reasonable effort to allow such employees to take their complete vacation entitlement in one block, if the employee so desires.
- (c) It is understood that certain positions will be grouped as listed below for the purpose of scheduling vacations and that at least one employee per vacation grouping will be allowed away at any time.

#### *Grouping:*

|  |  |
|--|--|
| (1) Administration:                          | Clerks                                     |
| (2) Building:                                | Plan Checkers / Building Inspectors        |
| (3) Finance:                                 | Financial Accountant and Accounting Clerks |
| (4) Planning:                                | Planners and Technicians                   |
| <b>(5) Protective/Emergency Preparedness</b> | <b>Staff</b>                               |
| <b>(6) Communications</b>                    |  |
| (7) Environmental Services                   | Operators, Coordinators, and Technicians   |
| (8) Libraries (by location)                  | Library Technicians and Clerks             |
| (9) CRD Library Office                       | Library Technicians and Clerks             |

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

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

~~(f) If an employee chooses to not schedule their entire vacation entitlement, the days will be scheduled for them.~~

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

**(g) Employees shall submit their entire yearly vacation entitlement by March 1<sup>st</sup>, however, they may choose to retain 70 hours to be scheduled throughout the remaining vacation calendar year. These vacation selections will be on a first come, first serve basis subject to operational requirements.**

(h) 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.

**Effective January 1, 2021 articles 18.3 (i) and (j) will apply:**

**(i) Full-time employees who have not scheduled all of their vacation time by August 1<sup>st</sup>, shall be given notice by the employer that they must schedule all of their vacation by August 31<sup>st</sup> and that if they fail to do so it will be either scheduled for them or paid out at the discretion of the employer.**

**(j) Full-time employees who still have not scheduled all of their vacation time by August 31<sup>st</sup> will either have their unused vacation time scheduled for them or paid out by the Employer. Whether this time is unilaterally scheduled by the Employer or paid out is at the discretion by the Employer. This does not include any carry over entitlements, consistent with Article 18.5 of the Collective Agreement.**

## **18.5 Vacation Carryover**

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

**An employee may carry up to 70 hours of vacation leave to the following year. The maximum allowed at any time is 70 hours.**

## **18.8 Application to Part-time Employees**

Part-time employees shall be paid a premium of 6% of their gross earnings biweekly. At 10,200 hours, part-time employees shall be paid a premium of 8% of their gross earnings. At 20,600 hours, part-time employees shall be paid a premium of 10% of their gross earnings. Part-time employees will be entitled



to unpaid vacation time off as per Clause 18.3 based on their service time. A year's service being the requisite equivalent annual hours for a full-time employee.

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

**Effective January 1, 2021, Article 18.8(a) and (b) apply;**

**(a) Part-time employees who have not scheduled all of their vacation time by August 1<sup>st</sup> shall be given notice by the Employer that they must schedule all of their vacation by August 31<sup>st</sup> or they will lose their entitlement to that unused vacation time.**

**(b) Part-time employees who still have not scheduled all of their vacation time by August 31<sup>st</sup> will lose their entitlement to that vacation time. This does not include time that the employees are able to carry over into the following year, consistent with Article 18.5 of the collective agreement.**

**Article 18.8 (a) and (b) does not apply to employees hired within the calendar year in question.**

## **19.1 Sick Leave Entitlement**

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

- (a) In addition to the insured benefits (Weekly Income and Long-Term Disability), each full-time employee will be entitled to **84 91** hours absence per year. Employees shall be entitled to carry over a maximum of 21 hours to provide for a maximum of 105 hours in any calendar year.
- (b) It is understood that sick leave entitlement for part-time employees will be prorated to reflect the hours worked. Part-time employees are entitled to carry forward their unused accrual of sick leave to the subsequent year(s) provided that their sick leave entitlement does not, at any time, exceed 105 hours.
- (c) During their probationary period, a full-time employee shall accrue sick leave entitlement of 21 hours based on earning seven hours per month. It is agreed that employees taking their full entitlement of 21 hours during their probationary period shall be required to repay any hours taken in excess of those earned in the event that the employee does not complete the full 90 day probationary period. In such event, a prorated adjustment shall be made to their wages upon issuance of their final paycheque repaying any unearned sick leave taken. Upon successful completion of their probationary period, the full-time employee shall receive the remainder of their sick leave entitlement for the calendar year in which the probationary period ended.
- (d) Sick leave entitlement deductions shall be calculated on an hourly basis.

## 20.2 Special Leave

Employees shall be entitled to 5 days leave at their regular rate of pay for the following reasons:

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

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

All special leave days are non-cumulative.

## 20.3 Public Duties

- (a) The Employer shall grant, on written request, leave of absence without pay for persons seeking election or elected to **municipal, First Nation or other Aboriginal election**, provincial legislature, or federal parliament.
- (b) Employees elected or appointed to other public positions will also be granted leave, without pay. ~~provided such positions have been mutually agreed to by the Labour/Management Committee.~~

## 20.10 Compassionate Care Leave

(a) An employee who requests leave under this section is entitled to up to 27 weeks of unpaid leave to provide care or support to a family member if a medical practitioner or nurse practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within 26 weeks, or such other period as may be prescribed, after

- (1) the date of the certificate is issued, or
- (2) if the leave began before the date the certificate is issued, the date the leave began.

~~if Employees will be granted up to eight 27 weeks of unpaid compassionate leave in order to allow for the care or support of a family member who is gravely ill and has been certified by a qualified medical practitioner as requiring the care and as being at a significant risk of death within 26 weeks. A copy of the medical certificate shall be provided to the Employer at the time leave is requested.~~

(b) ~~Family members include child or spouse's child, or common-law spouse's child; spouse or common-law partner; father; mother; father's wife; mother's husband; or father/mother's common-law partner. One leave only will be permitted per sick family member. Family members means, immediate family, and any other individual who is a member of a prescribed class as determined by the Employment Standards Act.~~

(c) ~~Vacation entitlement and~~ Health and welfare benefits shall continue to accrue during such leave and the employee shall return to their former position/wage level at the conclusion of the leave.

#### **20.11 Leave Respecting Disappearance of a Child**

An employee is entitled to a leave of absence without pay of up to 52 weeks if they are entitled to leave respecting disappearance of a child as per the *Employment Standards Act* and such leave shall be in accordance with the *Employment Standards Act*. There shall be no interruption in the accrual of seniority or eligibility for benefits provided for under Article 25.

#### **20.12 Critical Illness or Injury Leave**

- (a) In this section, "family member" is defined in Article 20.10(b).
- (b) An employee who requests leave under this section is entitled to the following unpaid leave to provide care or support to a family member if a medical practitioner issues a certificate in accordance with subsection (d):
  - (1) up to 36 weeks of unpaid leave to provide care or support to a family member who is under 19 years of age at the start of the leave;
  - (2) up to 16 weeks of unpaid leave to provide care or support to a family member who is 19 years of age or older.
- (c) If a certificate issued in accordance with subsection (d), with respect to a leave under this section, sets out a period for which a family member of an employee requires care or support that is less than the maximum number of weeks specified in subsection (b), as applicable, the employee (1) is entitled to take the leave only up to the number of weeks indicated in the certificate, and (2) may, respecting the leave, obtain one or more additional certificates in accordance with subsection (d), but the employee's entitlement to the leave does not exceed the maximum number of weeks specified in subsection (b) (1) or (2), as applicable.
- (d) A certificate referred to in subsection (b) must (1) state that the baseline state of health of the family member has significantly changed and the life of the family member is at risk as a result of an illness or injury, (2) state that the care or support required by the family member can be met by one or more persons who are not medical professionals, and (3) set out the period for which the family member requires care or support.
- (e) The employee must give the employer a copy of the certificate referred to in subsection (b) as soon as practicable.
- (f) An employee may begin a leave under this section respecting a family member no earlier than the earlier of the following: (1) the first day of the week in which the certificate referred to in subsection (2) respecting the family member is issued; (2) the first day of the week in which the baseline state of health of the family member significantly changes and the life of the family member is at risk as a result of an illness or injury.
- (g) A leave under this section ends on the last day of the week in which the earlier of the following occurs:
  - (1) the family member in respect of whom the leave is taken dies; (b) the expiration of 52 weeks from the date the leave began.
  - (2) A leave taken under this section must be taken in units of one or more weeks.
- (h) If an employee takes a leave under this section and, at the time referred to in subsection (g) (2), the life of the family member remains at risk as a result of the illness or injury, the

employee may take a further leave after obtaining a new certificate in accordance with subsection (d), and subsections (e) to (h) apply to the further leave.

## 21.6 Domestic Violence

An employee is entitled to a leave of absence as per the *Employment Standards Act*. Such Leave will be in accordance with the *Employment Standards Act*. There shall be no interruption in the accrual of seniority or eligibility for benefits provided for in Article 25.

## ARTICLE 21 - MATERNITY, PARENTAL & ADOPTION LEAVE

### 21.1 — Maternity Leave

(a) — An employee is entitled to maternity leave of up to 15 weeks without pay.

(b) — The employee shall notify the Employer in writing of the expected date of the termination of her pregnancy. Such notice will be given at least 10 weeks prior to the expected date of the termination of the pregnancy.

(c) — The period of maternity leave alone or in combination with the leave period of 21.3 shall commence six weeks prior to the expected date of the termination of the pregnancy. The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner or registered midwife.

(d) — Where an employee is unable to work for health-related reasons prior to the commencement of the six week period referred to in (b) or such other period described in (c) above, the employee shall be entitled to Weekly Indemnity benefits until the commencement of maternity benefits as described below. In no event will maternity benefits commence later than the week in which the child (or children) is born except that they shall be extended, where the child is hospitalized, for the period of the child's hospitalization.

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

### 21.1 Maternity Leave

(a) The employee will be granted leave for a period not longer than 17 consecutive weeks.

(b) The period of maternity leave will commence not earlier than 13 weeks before the expected date of delivery and end no earlier than six weeks following the actual date of birth unless the employee requests a shorter period later than 17 weeks after the leave begins.

(c) A request for shorter period under Article 21.1(b) must be given in writing to the Employer at last one week before the date that the employee indicates she intends to return

to work, and the employee must furnish the Employer with a certificate of a qualified medical practitioner stating that the employee is able to resume work.

(d) The Employer will, upon the request of the employee, modify the commencement of maternity leave for any period approved in writing by a qualified medical practitioner.

(e) An employee may be required to commence a maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a qualified medical practitioner stating that she is able to perform her duties. However, where practical, the Employer will provide the employee with an opportunity to continue employment with appropriate alternative duties, before requiring an employee to take a leave of absence.

(f) Maternity leave may be extended for up to an additional six months for health reasons where a qualified medical practitioner's certificate is presented.

## 21.2 — Parental Leave

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

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

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

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

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

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

~~Such leave request must be supported by appropriate documentation.~~

## 21.2 Parental Leave

(a) Upon application, an employee will be granted leave of absence for up to 37 weeks following the birth or adoption of the employee's child. The employee will have to furnish a medical certificate or other evidence stating the date of birth of the child or, where applicable, proof of adoption.

(b) Upon application, employees will be granted parental leave as follows:

(1) in the case of the birth mother, up to 61 consecutive weeks commencing immediately following the end of the maternity leave under Article 21 (Maternity and Parental Leave),

(2) in the case of the birth father or the common-law partner of the birth mother, including a same-sex partner, up to 62 consecutive weeks commencing within the 78 week period following the birth of the child,

(3) in the case of an adopting parent, up to 62 consecutive weeks commencing within the 78 week period following the date the adopted child comes into the actual care and custody of the parent or within the two week period preceding the date the adopted child comes into the actual care and custody of the parent.

(c) If the child suffers from a physical, psychological, or emotional condition, the employee is entitled to an additional period of parental leave of up to five weeks. The employee's qualified medical practitioner or the agency that placed the child must certify that such an additional period of parental leave is required.

### 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~~ **one** week waiting period for Employment Insurance Maternity/Parental benefits, the employee will be entitled to a leave of ~~two~~ **one** 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.

## ARTICLE 25 - HEALTH & WELFARE BENEFITS

### 25.1 Benefits

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

- (a) *Life Insurance* - at a principal amount equal to two times annual earnings (minimum \$100,000 to a maximum of \$200,000). All employees shall have the ability to add optional coverage through this plan at their expense via payroll deduction.
- (b) *Accidental Death and Dismemberment* - at a principal amount equal to two times annual earnings (minimum \$100,000 to a maximum \$200,000);
- (c) *Weekly Indemnity (Income) Benefits* - equal to 75% of weekly wages to a maximum amount of \$750 per week for a period of 16 weeks commencing upon the 1st day for absence due to disabling injury and commencing upon the 6th workday for absence due to illness.
- (d) *Long-Term Disability* - income equal to 75% of regular wages up to a maximum of \$3,200 per month payable in the event of total disability and commencing after 120 calendar days of absence;
- (e) *Basic Dental Services*
  - (1) 100% of routine treatment to a maximum of \$1,500 per year/insured person.
  - (2) ~~50~~ **80**% of major restorative care to a maximum of \$1,500 per year/insured person.
  - (3) 50 % of orthodontic treatment to a maximum of \$3,500 per insured person.

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

(f) *Extended Health Care Benefits*

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

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

(17) Hearing aids (excluding replacement batteries) at ~~\$250~~ \$700 per person per 24 months.

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

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

## 25.2 Payment In Lieu – Part-Time and Casual Employees

**Part-Time and casual employees who are not eligible for the benefits of Article 25.1 (a) to (g) shall be paid in lieu of a premium of \$0.75 for all hours worked effective the first payday after ratification. Such premium not to be compounded for overtime.**

**Part-Time and casual employees who are not eligible for the benefits of Article 25.1 (h) shall be paid in lieu a premium of \$0.75 for all hours worked effective the first payday after ratification. Such premium not to be compounded for overtime.**

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

## 25.3 Long Term Disability

**An employee in receipt of long-term disability benefits will be considered an employee for health and welfare and pension benefits but will not be covered by any other portion of the collective agreement. An employee in receipt of long-term disability benefits will retain seniority rights should they return to employment within nine months following cessation of benefits.**

## 27.3 Payroll Deductions

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

## 27.6 Severance Pay

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

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

The employee will not receive an amount greater than ~~12~~ 16 weeks' current wages.

## 27.9 Community Library Janitorial Allowance



Where janitorial services are not otherwise provided community librarians will be paid an allowance of \$75 **100** per month to perform basic janitorial services.

**APPENDIX A  
Approved Job Titles**

| Job Title                           |
|-------------------------------------|
| Student Page                        |
| Clerk II Admin                      |
| Community Librarian I               |
| Library Clerk I                     |
| Processing Clerk (Library Clerk 1)  |
| Planning Research Assistant         |
| Invasive Plant Spray Assistant      |
| Library Clerk II - Acquisition      |
| Clerk II Customer/Office            |
| Clerk II DS                         |
| Clerk II (Building/Planning)        |
| * Clerk II Finance                  |
| Interlibrary Loans/Processing Clerk |
| Invasive Plant Control Assistant    |
| Community Librarian II              |
| Development Services Clerk III      |
| Clerk III – Finance                 |
| Library Clerk III                   |
| Clerk III – OHM                     |
| Clerk III – Records/Contracts       |
| Clerk III – Satellite Office        |
| Clerk IV Senior Lands/Services      |
| Clerk IV Senior Admin/Services      |
| Clerk IV Finance                    |
| Environmental Services Technician   |
| Invasive Plant Control Technician   |
| Clerk V Finance                     |
| Corporate Office Assistant          |
| Library Support Services Technician |
| Planning Clerk V                    |
| ** Environmental Services Assistant |
| Communications Specialist           |
| Communications/Web Assistant        |
| Community Services Assistant        |
| Emergency Planning Assistant        |
| Associate Planner                   |

| Job Title                                       |
|---|
| Protective Services Assistant                   |
| Sr. Administrative Services Clerk               |
| Sr. Drafts/Plan Tech                            |
| Solid Waste Management Technician               |
| Building Inspector I                            |
| Bylaw Enforcement Officer I                     |
| Senior Bylaw Enforcement Officer                |
| Computer Programmer                             |
| Financial Accountant                            |
| GIS Technician                                  |
| Invasive Plant Management Coordinator           |
| Library Technician Branch Assistant             |
| Planning Officer I                              |
| Protective Services Coordinator                 |
| Utilities Operator                              |
| Regional Economic/Community Development Officer |
| Building Inspector II                           |
| Environmental Services Coordinator              |
| Plan Checker II                                 |
| Planning Officer II                             |
| Regional Utilities Operator                     |
| Emergency Program Coordinator                   |
| GIS Technologist                                |
| Senior Planning Officer                         |
| Supervisor of Solid Waste Management            |
| ***** Supervisor of Utilities                   |
| Senior Building Official                        |

**APPENDIX B - Clothing Supplied by Employer**

The Cariboo Regional District shall supply the following safety and other apparel it deems necessary as follows:

- (a) All safety related apparel as required in the Workers Compensation Act and Regulations.
- (b) Departmental Clothing and Uniforms:
  - (1) Gloves where necessary;
  - (2) Rain gear; coveralls; coats for maintenance workers;

**(3) and/or any Regional District uniforms as may be required.**

**(c) All employees who require safety boots to perform duties of the job, as approved by the Employer, will be reimbursed up to a maximum of \$300 with total receipts every 24 months for replacement purposes. Safety boots must bear an approved safety insignia or label. An employee must be employed for six months before they are eligible for reimbursement.**

### **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 their supervisor which may include straight-time off with pay in lieu thereof.

### **LETTER OF UNDERSTANDING 6 2**

#### **Union Meetings**

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

### **APPENDIX A Approved Job Titles**

| <b>Job Title</b>                    |
|-------------------------------------|
| Student Page                        |
| Clerk II Admin                      |
| Community Librarian I               |
| Library Clerk I                     |
| Processing Clerk (Library Clerk 1)  |
| Planning Research Assistant         |
| Invasive Plant Spray Assistant      |
| Library Clerk II - Acquisition      |
| Clerk II Customer/Office            |
| Clerk II DS                         |
| Clerk II (Building/Planning)        |
| * Clerk II Finance                  |
| Interlibrary Loans/Processing Clerk |

| Job Title  |
|--|
| Invasive Plant Control Assistant                   |
| Community Librarian II                             |
| Development Services Clerk III                     |
| Clerk III – Finance                                |
| Library Clerk III                                  |
| Clerk III – OHM                                    |
| Clerk III – Records/Contracts                      |
| Clerk III – Satellite Office                       |
| Clerk IV Senior Lands/Services                     |
| Clerk IV Senior Admin/Services                     |
| Clerk IV Finance                                   |
| Environmental Services Technician                  |
| Invasive Plant Control Technician                  |
| Clerk V Finance                                    |
| Corporate Office Assistant                         |
| Library Support Services Technician                |
| Planning Clerk V                                   |
| ** Environmental Services Assistant                |
| Communications Specialist                          |
| Communications/Web Assistant                       |
| Community Services Assistant                       |
| Emergency Planning Assistant                       |
| Associate Planner                                  |
| Protective Services Assistant                      |
| Sr. Administrative Services Clerk                  |
| Sr. Drafts/Plan Tech                               |
| Solid Waste Management Technician                  |
| Building Inspector I                               |
| Bylaw Enforcement Officer I                        |
| Senior Bylaw Enforcement Officer                   |
| Computer Programmer                                |
| Financial Accountant                               |
| GIS Technician                                     |
| Invasive Plant Management Coordinator              |
| Library Technician Branch Assistant                |
| Planning Officer I                                 |
| Protective Services Coordinator                    |
| Utilities Operator                                 |
| Regional Economic/Community<br>Development Officer |
| Building Inspector II                              |

| Job Title                            |
|--------------------------------------|
| Environmental Services Coordinator   |
| Plan Checker II                      |
| Planning Officer II                  |
| Regional Utilities Operator          |
| Emergency Program Coordinator        |
| GIS Technologist                     |
| Senior Planning Officer              |
| Supervisor of Solid Waste Management |
| ***** Supervisor of Utilities        |
| Senior Building Official             |

## AMEND

### LETTER OF UNDERSTANDING 5

Modified Workweek for Full-Time Employees

Regional District Administration Office

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

1. All full-time employees working in the Williams Lake Regional District Office and Williams Lake Area Library **Network** are entitled to participate in the modified workweek program;
2. Effective upon ratification of this agreement, those employees eligible for and opting to participate in the modified work schedule will be based on a seven and one-half hour workday and the employees will work at 5x2; 5x2; 5x2; 4x3 rotation. The additional day off provided in every fourth week shall be commonly referred to as a "flex day".

**Effective upon ratification of this agreement, the parties agree to meet at the Labour Management level to work towards the Implementation of a seven hour and 47 minutes workday where the employees will work a 5x2; 4x3 rotation in the Williams Lake Regional District Office and the Williams Lake Library Network.**

3. Participation in the modified work schedule is non-accumulative. Employees will take their flex day on the date scheduled by the Employer except where an operational reason exists and the employee has received the approval of their direct manager to reschedule their flex day. Where flex days are rescheduled for operational purposes, they shall be taken within two weeks of the original scheduled date.
4. Where a flex day falls on a statutory holiday, the flex day shall be deemed to be the first working day immediately following the statutory holiday.

5. The Employer, at its sole discretion, will determine where the employee is to be scheduled on the flex day schedule in order to meet operational needs. In the case of new employees, employees will work a regular seven hour workday until such time as the full four week flex day rotation can be achieved at which time the employee will begin the seven and one-half hour workday.

6. Except where the flex day is in conjunction with approved vacation, the Employer reserves the right to require an employee to reschedule their flex day for operational reasons with a minimum of one week notice to the employee. Where an employee is required to reschedule their regular flex day, they shall be entitled to take their flex day within two weeks of the originally scheduled date on a date mutually agreeable to both the Employer and the employee.

7. The modified workweek may be extended to other full-time employees outside of the Williams Lake Regional District Office and Williams Lake Area Library **Network** at the discretion of the Employer.

**8. Where as a condition of employment a 70 hour in a 14 day averaging period is required, weekly schedule changes will be determined with a minimum of 2 weeks notice.**

**8.9.** The parties agree that should the Regional District identify operational reasons that the modified workweek unduly impedes operations in part or in all, then pursuant to Article 14.2, the parties agree to consider amendments to the modified workweek that will facilitate Regional District operations up to and including elimination of some or all modified workweeks in which case all affected employees would return to a standard seven hour workday.

#### **APPENDIX A - Wage Rates and Term**

**November 1, 2020 1.5%**

**November 1, 2021 2%**

**November 1, 2022 2%**