

 REQUEST FOR PROPOSALS	
RFP TITLE: Sylvester Road Transfer Station Operation & Maintenance	
RFP NUMBER: RFP-26022	DATE ISSUED: August 31 st , 2026
CLOSING TIME/DATE:	September 18 th , 2026 @ 4:00 pm

TABLE OF CONTENTS

Part A - INTRODUCTION	3
A.1 RFP Overview	3
Part B - OBJECTIVES	3
B.1 Scope of Services	3
B.2 Timeline.....	3
Part C - INSTRUCTIONS AND INFORMATION FOR PROPONENTS	4
C.1 Closing Date and Location	4
C.2 Form of Proposal Submissions	4
C.3 Mandatory Requirements.....	4
C.4 Information Meeting	5
C.5 Enquiries	5
Part D - TERMS AND CONDITIONS OF RFP	5
D.1 General	5
D.2 Proposal Validity	5
D.3 Addendum	6
D.4 Evaluation and Selection Method	6
D.5 Decision Matrix.....	6
D.6 Acceptance and Rejection of Proposals	7
D.7 Late Proposals.....	7
D.8 Amendment or Withdrawal of Proposals	7
D.9 FVRD's Rights and Reservations	7
D.10 Cancellation of RFP	7
D.11 Waiver of Non-Compliance.....	7
D.12 Proponent's Costs.....	8

D.13	Limitation of Liability.....	8
D.14	Negotiation.....	8
D.15	Errors and Omissions.....	8
D.16	Conflict of Interest.....	8
D.17	Confidentiality	8
D.18	No Lobbying.....	9
D.19	Contract Award	9
D.20	Definition of Contract	9
D.21	Form of Contract.....	9
Part E – GENERAL CONDITIONS OF CONTRACT		10
E.1	Indemnity Clause	10
E.2	Public Liability, Property Damage and Fire Insurance	10
E.3	WorkSafe BC Coverage	11
E.4	Local Government Bylaws	11
E.5	Law Applicable	12
E.6	Permits, Fees, Licenses, Laws, Notices, etc.	12
E.7	Execution and Completion of Contract.....	12
E.8	Changes in the Work.....	12
E.9	Failure of the Regional District to Take Action not a Waiver of its Rights	12
E.10	Oral Agreements.....	12
E.11	Service of Notices	12
E.12	Extra Work.....	12
E.13	Other Work.....	13
E.14	Assignment.....	13
E.15	Subcontractors	13
E.16	Arbitration	13
E.17	Dismissal of Contractor.....	14
E.18	Payment of Accounts by Contractor.....	14
E.19	Monies Charged to the Contractor.....	14
E.20	Regional District's Right to Remedy or Execute the Works.....	14
E.21	Materials and Workmanship Supplied by Contractor	14
E.22	Qualifications of Contractor.....	15
E.23	Work Stoppages Due to Labor Disputes	15
E.24	Term of Contract	15
E.25	Inspection of Work.....	15

E.26	Health and Safety	15
E.27	Appearance and Conduct.....	16
E.28	Spilled Garbage, Recycling, Yard Waste or Organics Material	16
E.29	Staff Training	16
E.30	Waste Collection Statistics and Reports	16
E.31	Monthly Invoicing	16
Schedule A - CONTRACTOR SERVICES		17
Schedule B - FORM OF PROPOSAL		20
Schedule C - PROPONENT'S EXPERIENCE		21
Schedule D- LOCATION MAP		22
Schedule E- CONTRACTOR'S MONTHLY INVOICE		23
Schedule F – DAILY SALES REPORT		24
Schedule G – CONTRACTOR PERSONNEL LIST		25
Schedule H - SAMPLE AGREEMENT.....		26

Part A - INTRODUCTION

A.1 RFP Overview

The Fraser Valley Regional District ("**FVRD**") is seeking proposals from qualified proponents ("**Proponents**") in response to this request for proposals ("**RFP**") for the operation and maintenance of the Sylvester Road Transfer Station

The Sylvester Road Transfer Station is located at 10033 Sylvester Rd, Hatzic, BC. The transfer station provides garbage, recycling, metal, organics and seasonal yard waste collection to residents. Approximately 200 tons of garbage & 40 tons of recycling are collected at this site each year. Garbage & Recycling are collected in 40-yard bins; metals and yard waste in 20-yard bins; cardboard in 5-yard bins & food waste is collected in 240L totes and contained in a 10ft sea-can. The transfer station contains a free store for re-use of items by the residents. The site does not have access to water. The site has power & a portable washroom. A 20ft sea-can is provided for use as an office building.

The services will be provided for a period of 3 years, with an option for a two-year mutual extension and will begin on January 15th, 2026.

Proposal documents can be viewed on the FVRD website www.fvrd.ca or BC Bid.

Part B- OBJECTIVES

B.1 Scope of Services

The FVRD requests proposals for the supply of all labour, supervision and equipment necessary to operate the Sylvester Road transfer station in accordance with Schedule A Contractor Services. The services are required for a three (3) year term with an option for a two (2) year extension.

The FVRD provides snow removal for the transfer station through a separate contractor. An Outhouse is provided.

The Sylvester Rd Transfer Station is open 21 hours per week on the following days:

Saturday, Sunday, & Monday 9:00 am – 4:00 pm

(collectively, the "**Contractor Services**") all to be provided with consideration given to a focus on value to the FVRD and Project budget.

B.2 Timeline

The proposed deadlines for key aspects of this RFP are as follows (as may be amended by the FVRD at its discretion):

ITEM	DESCRIPTION	EXPECTED COMPLETION DATE
1	Deadline for Inquiries:	September 14 th , 2026

2	Submissions due:	September 18 th , 2026
3	Notice of Intent	September 25 th , 2026
4	Contract Award	October 23 rd , 2026
5	Contract Start	January 15 th , 2026,

Part C - INSTRUCTIONS AND INFORMATION FOR PROPONENTS

C.1 Closing Date and Location

Proposals must be received by 4:00 PM PST on September 18th, 2026 ("**Closing**") at the following address:

rgreen@fvrld.ca

Fraser Valley Regional District
 Attention: Riley Green, Engineering, Utilities & Community Services Technologist
 1 - 45950 Cheam Avenue
 Chilliwack, BC V2P 1N6

The time for Closing will be conclusively deemed to be the time shown on the clock used by the FVRD for this purpose.

C.2 Form of Proposal Submissions

Proponents are requested to submit the following copy/ies of their proposal ("**Proposal**"):

- i. One (1) electronic copy in PDF format by email

Proponents are asked to deliver submissions clearly marked with the RFP Number, RFP Titles and Proponent's name and address.

C.3 Mandatory Requirements

Proponents must include in their proposals the following information:

- i. Completed and signed Form of Proposal set out in Schedule B;
- ii. Proponent's Experience - list of completed or current work requiring services comparable to the services sought in this RFP, including a brief description of the work, approximate contract value and references (with phone numbers) for each work that the FVRD may contact as set out in Schedule C "Proponents Experience".
- iii. Costs - details costs for the Proponent's provision of the Services in Canadian Dollars, inclusive of all costs, expenses and charges, but exclusive of GST and Provincial Sales Tax; and

- iv. sufficient details to allow the FVRD to determine the Proponent's position from the documents received, such as details of the Proponent's team, their roles and responsibilities and reporting relationships, understanding of the Project and proposed work plan for carrying out the Services.
- v. The FVRD requires the Contractor to furnish a performance bond to ensure performance under the contract and for the payment of all obligations arising under the Contract, with such security or securities, approved by the FVRD in the amounts shown below.

The Contractor must provide the Regional District with either a Performance Bond or Letter of Credit in the amount of twenty-five percent (25%) of the total contract price for 1 year including GST. The Performance Bond or Letter of Credit will be subject to the approval of the Regional District's Chief Financial Officer.

C.4 Information Meeting

A Proponent's meeting will not be held.

C.5 Enquiries

All enquiries and notices related to this RFP, including any requests for information and clarification, are to be directed in writing to the contact person ("**Contact Person**") indicated below.

Contact Person: Riley Green, Engineering, Utilities & Community Services Technologist

Address: 1 - 45950 Cheam Avenue
Chilliwack, BC V2P 1N6

Email: rgreen@fvrd.ca

Enquiries and responses will be recorded and may be distributed to all Proponents at the discretion of the FVRD. Clarifications, comments, revisions or any other information regarding this RFP obtained by a Proponent from any source other than from the Contact Person is not authorized and should not be relied upon.

Part D - TERMS AND CONDITIONS OF RFP

D.1 General

The terms and conditions in this Part E will apply to this RFP. Submission of a Proposal in response to this RFP indicates acceptance of all the terms and conditions contained herein and included in any addenda issued by the FVRD for this RFP. Proposals that contain provisos which contradict or alter any of the terms and conditions of this RFP will be disregarded and deemed to have not been written in the Proposal.

D.2 Proposal Validity

Proposals will be open for acceptance by the FVRD for at least 90 days after the date of Closing.

D.3 Addendum

All subsequent information regarding this RFP, including changes made to this document, will be posted on BC Bid for Proponents to access. It is solely the responsibility of the Proponents to check BC Bid from time to time to ensure that they have all amendments to this RFP in the form of addenda and to ensure that they have obtained, read, and understood the entire RFP including all addenda that may have been issued prior to Closing.

D.4 Evaluation and Selection Method

The evaluation of the RFP will be conducted by a committee formed by the FVRD and may include, at the FVRD's sole discretion, employees, consultants and contractors. Proposals will be evaluated on the basis of the overall best value to the FVRD based on quality, service, past performance, price and any other criteria set out herein, including, but not limited to:

- i. Completeness of Submission: Proposal contains all required sections and is received correctly before 4:00 pm PST on September 18th, 2026
- ii. Financial terms, including but not limited to payment terms.
- iii. Level of Proponent Qualifications: How well the proponent meets the qualifications.
- iv. Experience and performance of similar projects; and
- v. History of past performances and dealings with the FVRD; and
- vi. Understanding of the Project: Does the proposal reflect that the proponent adequately understands the work?

D.5 Decision Matrix

EVALUATION			
Decision Factors			
Mandatory Evaluation Criteria - Pass/Fail Criteria	Maximum Points	Weight	SCORE
Received by closing date and time			P/F
Inclusion of Mandatory Requirements			P/F
Pass/Fail (P/F)			P/F
Evaluation Selection Criteria			
Methodology, qualifications and experience of personnel	25		
Past Experience with FVRD	10		
Financial Submission	65		
SCORE	100		

D.6 Acceptance and Rejection of Proposals

This RFP shall not be construed as an agreement to purchase goods or services. The FVRD is not obligated to enter into an Agreement (defined herein) with the Proponent who submits the lowest priced Proposal or with any Proponent.

D.7 Late Proposals

Proposals will be marked with their receipt time at the Closing Location. Only complete Proposals received and marked by the Closing time will be considered to have been received on time. Late proposals will not be considered or evaluated and may be returned to the Proponent.

D.8 Amendment or Withdrawal of Proposals

Proponents may amend or withdraw their Proposal in writing any time prior to Closing. Upon Closing, all Proposals become irrevocable in accordance with section E.2. The FVRD will be under no obligation to receive further information after Closing, whether written or verbal, from any Proponent.

D.9 FVRD's Rights and Reservations

The FVRD reserves the right to:

- i. reject any or all Proposals;
- ii. reject any Proposal that is incomplete, that contains erasures or corrections that is not signed by an authorized signatory of the Proponent or that fails to comply with the mandatory requirements of this RFP;
- iii. in the event that only one proposal is submitted, to return the Proposal unopened;
- iv. modify the terms of this RFP at any time in the FVRD's sole discretion;
- v. to require clarification of the information set out by one or more of the Proponents in respect of the Proposals submitted; and
- vi. communicate with, meet with or negotiate with any one or more of the Proponents respecting their Proposals or any aspect of the proposed work.

D.10 Cancellation of RFP

The FVRD may cancel this RFP at any time prior to or after Closing. In the event the FVRD cancels this RFP, the FVRD shall have the right to seek to procure the same services or similar services at any time through any means the FVRD deems appropriate. No Proponent shall acquire any rights or interests in any subsequent procurement process undertaken by the FVRD.

D.11 Waiver of Non-Compliance

The FVRD may waive any non-compliance with the RFP and may elect to retain for consideration Proposals which are non-conforming, which do not contain the content or form requested by this RFP or which have not strictly complied with the process for submission set out herein.

D.12 Proponent's Costs

Each Proponent is solely responsible for its own costs and expenses associated with its participation in this RFP, including but not limited to, conducting investigations, attending briefings, preparing and delivering its Proposal, communicating with the Contact Person prior to Closing and during Proposal evaluation, and for any subsequent processes or negotiations with the FVRD that may occur.

D.13 Limitation of Liability

By submitting a proposal, each Proponent irrevocably agrees that the FVRD shall not be liable to any Proponent or any person whatsoever, for any claims of any nature (in contract, in tort, or otherwise), for any costs, expenses, compensation, damages, or anything whatsoever, including without limitation, costs and expenses associated with the Proponent's preparation and submission of their Proposal, their participation in this RFP, for loss of revenue, opportunity or anticipated profit, arising in connection with its Proposal, this RFP, any subsequent processes or opportunity, any contract, or any matter whatsoever.

D.14 Negotiation

The FVRD reserves the right to negotiate with the preferred Proponent, or any Proponent, on any details, including changes to specifications and price. If specifications require significant modification, all Proponents shall have the opportunity to adjust their Proposals or re-submit altogether, as determined by the FVRD in its sole discretion.

D.15 Errors and Omissions

While the FVRD has used considerable efforts to ensure information in this RFP and otherwise provided directly in association with this RFP is accurate, the information is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the FVRD, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Proponents from the responsibility for conducting their own investigation and forming their own opinions with respect to the subject matter of this RFP.

D.16 Conflict of Interest

Proponents shall disclose any potential conflict of interest and existing business relationship they may have with the FVRD, its elected or appointed officials or employees.

D.17 Confidentiality

All Proposals become the property of the FVRD and will not be returned to the Proponents, except as expressly provided for herein. All Proposals will be held in confidence by the FVRD unless disclosure is otherwise required by law.

D.18 No Lobbying

Proponents and their agents are not permitted to contact any member of the FVRD Council or staff with respect to this RFP, except as expressly provided for herein. Proponents will not offer entertainment, gifts, gratuities, discounts, or special services, regardless of value, to any employee or elected official of the FVRD. The FVRD reserves the right to disqualify any Proponent from participation in this RFP that acts in contravention of this requirement.

D.19 Contract Award

This RFP should not be construed as an agreement to purchase goods or services. By submitting a Proposal, the Proponent agrees that should it be identified as the preferred Proponent, it will enter into negotiations, if required, for the purpose of concluding a Contract.

If a written Contract cannot be negotiated and executed by both parties within 90 days of notification of the successful Proponent, or such longer period as the parties may mutually agree, the FVRD may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent, enter into negotiations with any other Proponent or terminate the RFP process and not enter into a Contract with any of the Proponents.

At its sole discretion, the FVRD may divide any Contract for goods or services between two or more proponents.

D.20 Definition of Contract

Notice in writing to a Proponent that it has been identified as the preferred Proponent and the subsequent full execution of a written contract will constitute a contract for the goods and/or services contemplated by this RFP, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the preferred Proponent and the FVRD have both executed a written Contract.

D.21 Form of Contract

The Contract will comprise a form of written agreement based on the FVRD standard form document Agreement for Services, as may be amended by mutually agreed supplementary conditions, and incorporate the FVRD's general conditions and specifications, if any, set out in Schedule A.

Part E – GENERAL CONDITIONS OF CONTRACT

All Contractors submitting proposals must be aware of the following Contractual Requirements which will be incorporated into the formal Contract:

E.1 Indemnity Clause

The Contractor covenants to save harmless and effectually indemnify the Regional District against:

- All actions and proceedings, costs, damages, expenses, claims and demands whatsoever and by whomsoever brought by reason of the performance of the said Work;
- All expenses and costs which may be incurred by reason of the execution of the said Works resulting in damage to any property owned in whole or in part by the Regional District or which the Regional District by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain, and
- All expenses and costs which may be incurred by reason of liens for non-payment of labor or materials, Workers Compensation assessment, Unemployment Insurance, Federal or Provincial Tax, and for checkoff; and all actions and proceedings, costs, damages, expenses, claims and demands arising from the Contractors trespass or damage to private property or properties not owned by the Regional District.

E.2 Public Liability, Property Damage and Fire Insurance

Prior to the commencement of any Work hereunder, the Contractor shall obtain and maintain or cause to be obtained and maintained in force during the term of this agreement, with an insurance acceptable to and approved in writing by the Chief Financial Officer of the Regional District, the following insurance with limits not less than those shown in respective items following:

- Comprehensive Public Liability Insurance and Property Damage Insurance providing coverage up to \$2,000,000 inclusive against liability for bodily injury or death and/or damage to property on an all risk occurrence basis;
- Motor Vehicle Insurance for public liability and property damage providing coverage up to \$2,000,000 inclusive on owned, non-owned or hired vehicles, and
- Complete Operations coverage on an all risk occurrence basis up to \$2,000,000 inclusive against liability for bodily injury, death and/or damage to property of others arising out of the existence of any condition in the Work.

In all policies of insurance providing coverage called for by this clause (except motor vehicle insurance), the Regional District shall be named as an additional insured, and all such insurance shall contain a provision that the insurance shall apply as though a separate policy had been issued to each named insured. In all such policies, each subcontractor engaged in the Work shall be named as an additional insured in respect of the performance of the work, and each such policy shall provide that no expiry, cancellation or material change in the policy shall become effective until after thirty days' notice of such cancellation or change shall have been given to the Regional District by registered mail, and the Contractor shall, upon demand of the Regional District, deliver over to the Regional District all such policy or policies of insurance and the receipts for payment of premiums thereon; and should the Contractor neglect to so obtain and/or maintain in force any

such insurance as aforesaid, or deliver such policy or policies and receipts to the Regional District, then it shall be lawful for the Regional District to obtain and/or maintain such insurance, and the Contractor hereby appoints the Regional District his/her true and lawful attorney to do all things necessary for this purpose. All monies expended by the Regional District for insurance premiums under the provisions of this article shall be charged to the Contractor.

Notwithstanding the provision of insurance coverage by the Fraser Valley Regional District, the Proponent hereby agrees to indemnify and save harmless the Fraser Valley Regional District, its successors), assign(s) and authorized representatives) and each of them from and against losses, claims, damages, actions, and causes of action (collectively referred to as "claims") that the Fraser Valley Regional District may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the construction manager, servant(s), agent(s) or employee(s) under this agreement, excepting always that this indemnity does not apply to the extent, if any, to which the claims are caused by errors, omissions or the negligent acts of the Fraser Valley Regional District, its other consultant(s), assign(s) and authorized representative(s) or any other person.

E.3 WorkSafe BC Coverage

The Contractor alone shall at all times be responsible for the safety of his/her employees in the Work and for the safety, adequacy, efficiency and sufficiency of his/her plant, his/her equipment and his/her method of executing the Work of this Contract. The Contractor agrees that he/she shall at his/her own expense procure and carry or cause to be procured and carried and paid for, full WorkSafe BC coverage for himself/herself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this contract. The Contractor agrees that the Regional District has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafe BC coverage against any monies owing by the Regional District to the Contractor. The Regional District shall have the right to withhold payment under this contract until the WorkSafe BC premiums, assessments or penalties in respect of work done or service performed in fulfilling this contract had been paid in full.

The Contractor agrees that he/she is the Principal Contractor for the purposes of the WorkSafe BC Industrial Health and Safety Regulations for the Province of British Columbia. The Contractor shall have a safety program acceptable to WorkSafe BC and shall ensure that all WorkSafe BC safety rules and regulations are observed during performance of this contract, not only by the Contractor but by all subcontractors, workers, material persons and others engaged in the performance of this contract. The Contractor shall be responsible for coordination of safety and health under the WorkSafe BC Occupational Health and Safety Regulation.

The Contractor shall provide the Regional District with the Contractor's WorkSafe BC registration number and a letter from WorkSafe BC confirming that the Contractor is registered in good standing with WorkSafe BC and that all assessments have been paid to the date thereof prior to the Regional District having any obligation to pay monies under this Contract.

The Contractor shall indemnify the Regional District and hold harmless the Regional District from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid WorkSafe BC assessments owing from any person or corporation engaged in the performance of this contract or arising out of or in any way related to the failure to observe safety rules, regulations and practices of WorkSafe BC, including penalties levied by WorkSafe BC.

E.4 Local Government Bylaws

The Contractor shall comply with all applicable regulations and bylaws of the Regional District.

E.5 Law Applicable

This Contract shall be construed under and according to the laws of the Province of British Columbia, Canada.

E.6 Permits, Fees, Licenses, Laws, Notices, etc.

The Contractor shall apply for and pay for all necessary permits or licenses required for execution of the Contract. The Contractor shall give all necessary notices and pay all fees required by law and comply with all laws, ordinances, bylaws, rules and regulations relating to the Work and the preservation of the public health and safety, and public and private property.

E.7 Execution and Completion of Contract

The Contractor shall at his/her own expense, unless it is expressly stipulated to the contrary, provide, supply, observe, perform and do everything which in the opinion of the FVRD may be required for the execution and completion of this Contract.

E.8 Changes in the Work

The Regional District, without invalidating the Contract, may make changes by altering, adding to or deducting from the work. The Contractor shall proceed with the Work as changed, and the Work shall be executed under the provisions of the Contract.

The Contractor shall not make any alteration or variation in, or addition to, or deviation or omission from the terms of this Contract unless he/she shall first have received the written consent of the FVRD, and no claims for additional compensation shall be valid unless the change was so ordered.

E.9 Failure of the Regional District to Take Action not a Waiver of its Rights

No action or want of action on the part of the Regional District at any time to exercise any rights or remedies conferred upon it under this Contract shall be deemed to be a waiver on the part of the District or any of its said rights.

E.10 Oral Agreements

No oral instruction, objection, claim or notice by any party to the other shall change or modify any of the terms or obligations contained in any of the Contract Documents and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by an agreed waiver or modification thereof in writing.

E.11 Service of Notices

Any notice, order, direction, request or other communication given by the Regional District to the Contractor under this Contract shall be deemed to be well and sufficiently given to the Contractor if the same be left at the office used by the Contractor, or be delivered to any of his/her officers, clerks, or servants, or be mailed in any post office addressed to the Contractor at the address mentioned in this Contract or at the Contractor's last known place of business. No responsibility will be accepted for oral instructions.

E.12 Extra Work

Extra work means the furnishing of materials and/or equipment and/or doing of work not directly or by implication called for by the Contract. If the Regional District requires extra work, it may do it itself or by the employment of others, or it may direct the Contractor in writing to do the extra work and keep accurate records.

As such, a provisional rate for extra work should be entered into the form of proposal. This rate will remain constant for the full 3 years of the contract and 2-year extension.

E.13 Other Work

The Regional District, its servants and agents shall be at liberty to enter upon the site of the Work with its workers and materials to do work not comprised in this Contract, and the Contractor shall afford any such workers all reasonable facilities to the satisfaction of the FVRD.

E.14 Assignment

This Contract shall not be assigned, nor shall the said Work or any part thereof be subcontracted without the written consent of the FVRD to every such assignment or subcontract.

E.15 Subcontractors

Proponents may wish to sub-contract some aspects of this work (e.g. snow plowing) to another party. The decision by a Proponent to utilize a sub-contractor arrangement will not be considered as either a penalty or as an added advantage in the evaluation of the RFP by the Regional District. Proponents wishing to utilize Sub-Contractors to support their submissions must ensure that their Sub-Contractor meets all appropriate qualifications outlined in this section.

Sub-Contractors will be accepted by the Regional District, provided that they meet the following provisions:

- All Sub-Contractors must be identified in writing at the time of submission of the Proposals.
- All Sub-Contractors must meet all the Insurance and Work Safe BC coverage conditions outlined in this RFP document.
- All equipment used by any Sub-Contractor must be insured as specified in this RFP document, or be sufficiently covered by the Operator according to all the requirements.
- All equipment used by any Sub-Contractor must be in good working condition, and all operators must be adequately qualified and/or licensed (if required) to operate the needed equipment.

The Contractor shall be held as fully responsible to the Regional District for the acts and omissions of his/her subcontractors and of persons directly or indirectly employed by him/her, as for the acts and omissions of persons directly employed by him/her. The Contractor agrees to bind every subcontractor by the Conditions, Specifications and Drawings applicable to his/her Work. The Contractor shall provide a list of the subcontractors who will be employed by him/her and no changes or additions to this list shall be made without the written approval of the FVRD.

E.16 Arbitration

In the case of any dispute between the Regional District and the Contractor during the progress of the Work or afterwards, or after determination of breach of the Contract, as to any matter arising thereunder, either party hereto may, at his/her option give to the other notice of such dispute and demand arbitration thereof; and the parties may, with respect to the particular matters then in dispute, agree to submit the same to arbitration in accordance with the laws of the Province of British Columbia. Provided, however, that if arbitration has not been agreed upon either party may elect to have such dispute determined by a Court of Courts of competent jurisdiction.

E.17 Dismissal of Contractor

In the event that the Contractor at any time is not complying with the provisions of this Contract to the satisfaction of the Regional District immediately shall become empowered hereby to notify the Contractor to discontinue services and the Contractor thereupon shall discontinue the Work called for by this Contract and the Regional District shall have the right, in its sole discretion, to enter into a Contract with some other person or persons for continuance of the Work; PROVIDED that the monies paid such person or persons for the supplying of such material and Work shall be charged to the Contractor.

E.18 Payment of Accounts by Contractor

The Contractor shall pay any and all accounts for labor, services and materials used by him/her during the fulfillment of this Contract as and when such accounts become due and payable, and shall furnish the Regional District with proof of payment of such accounts in such form and as often as the Regional District may require. Should payment of such accounts not be made when and as the same become due the Regional District shall be at liberty to pay the same and all monies so paid by the Regional District shall be charged to the Contractor.

E.19 Monies Charged to the Contractor

Everything charged to the Contractor under the terms of this Contract shall be paid by the Contractor or the Regional District on demand. Payments made by or expenses charged to the Regional District under the terms of this Contract may be deducted by the Regional District from any monies due or to become due to the Contractor. In the event that the amount is greater than that owing to the Contractor, the Regional District may then demand payment of the difference and the Contractor shall forthwith pay such difference or the Regional District may recover the amount owing from the Contractor's surety or sureties.

E.20 Regional District's Right to Remedy or Execute the Works

Should the Contractor fail to execute the Work to the Satisfaction of the FVRD and fail to remedy the situation or execute any part of parts of the Works as requested, the Regional District shall thereupon become empowered to do the Work itself or to employ such person or persons to remedy or execute the Work provided that the entire expense of the remedy or execution shall be charged to the Contractor; PROVIDED that the remedy or execution shall in no way affect the Contractor's duties and liabilities hereunder nor in any way relieve him/her from the performance and fulfillment of any or all of his/her covenants, undertakings, obligations and duties under this Contract. All such remedy or re-execution of the Work shall be carried out and completed in accordance with the plans, specifications and standards of the Contract Documents and to the satisfaction of the FVRD. The provision of this clause shall remain in full force and effect during the entire term of the Contract.

E.21 Materials and Workmanship Supplied by Contractor

The whole of the Work shall be done in a substantial and workmanlike manner with materials, articles and workmanship of the best quality and description and as required by and in strict conformity with this Contract. Unless otherwise specified, all materials shall be new or in "good as new" condition.

E.22 Qualifications of Contractor

The successful Proponent will have demonstrated experience working with minimal supervision, in a similar or related capacity. Proponents must be physically fit, trained to operate small equipment (hand-held brushing equipment, weed whacker), as well as competent to carry out snow clearing activities in small spaces.

The successful Proponent will have all necessary equipment readily available. All equipment used on site must be in good working condition, and any person(s) operating the equipment must be adequately qualified and/or licensed (if required) to operate the needed equipment. If equipment is in disrepair, all repair/rental costs to carry out said duties are that of the Operator.

The Contractor shall not employ any person who, in the opinion of the FVRD, is unfit or not skilled in the Work assigned to him/her. The Contractor shall at all times in connection with the execution of the Work, keep and employ a competent general superintendent capable of speaking, reading and writing the English language, and any explanations, orders, instructions, directions and requests given by the Regional District to such superintendent shall be held to have been given to the Contractor.

E.23 Work Stoppages Due to Labor Disputes

In the event that the Contractor experiences a labor dispute with his/her employees, and a work stoppage follows, the Regional District shall not be responsible for paying for any services which are not fully delivered. At the conclusion of the work stoppage, the Contractor shall be responsible for collecting all the backlogged materials.

E.24 Term of Contract

The term of this Contract shall be for a period of three (3) years commencing the 15th day of January, 2027 and expiring at the end of the working day on January 15th, 2029. This contract can be extended for a maximum of two (2) additional years, as mutually agreed between the parties.

E.25 Inspection of Work

Periodic inspections of the Contractor's Work will be made by the FVRD to verify that the service supplied by the Contractor is adequate in all respects. If deviation from the Contract specifications exists, the Contractor will be notified either verbally or in writing by the FVRD. Upon notification, the Contractor must proceed without delay to institute corrective measures. Such periodic inspection shall not relieve the Contractor in any way from making his/her own inspection to ensure that the Work is being performed under the Contract terms.

E.26 Health and Safety

The successful Proponent will be responsible for supplying the following personal protective equipment (PPE), as a minimum:

- Steel toe boots (CSA green triangle)
- High visibility tear away safety vest
- Eye protection
- Full leather work gloves

The successful Proponent will be responsible for ensuring that any Sub-Contractors or replacement workers they hire are equipped with and wear the above PPE appropriately.

The Regional District will require a Safety Plan from the successful Proponent to ensure that all workers are working in compliance with the current Occupational Health and Safety Regulations. The Safety Plan must have the endorsement of the Regional District.

The Regional District will supply and maintain an eyewash station, WorkSafe BC basic first aid kit and 10 lb. ABC fire extinguisher at the transfer station.

E.27 Appearance and Conduct

The Contractor and all personnel engaged by the Contractor in the provision of the Services, including the Contractor's employees and sub-contractors, shall conduct themselves courteously and politely and shall dress and groom themselves in a standard that is acceptable to the Regional District, as set out in Schedules A (Discrimination, Bullying and Harassment Policy), B (Fit for Work Policy), C (Joint Respectful Workplace Policy), D (Anti-Racial Discrimination and Anti-Racism Policy) and E (Code of Conduct) to this Agreement. In the event that the Contractor's employees or sub-contractors engaged in the provision of the Services do not adhere to these standards, the Regional District may require that the Contractor take disciplinary action against any employee or subcontractor up to and including permanent removal of personnel from Regional District sites.

E.28 Spilled Garbage, Recycling, Yard Waste or Organics Material

The Contractor shall immediately clean up any garbage, recycling, or yard waste material spilled or scattered in the process of collection. Where, in the opinion of the FVRD, the spilled material constitutes a nuisance or a hazard, it shall be cleaned up, and the cost of any such cleanup shall be deducted from monies owing to the Contractor on the next monthly invoice.

E.29 Staff Training

All staff employed by the Contractor for any duties associated with this Contract including but not limited to: operators and customer service operators shall be adequately trained by the Contractor to be familiar with the materials accepted in each of the four (4) waste streams (residential garbage, recycling, organics and yard waste material) and materials not accepted in each of the four (4) waste streams (residential garbage, recycling, organics and yard waste material).

E.30 Waste Collection Statistics and Reports

The Contractor shall keep statistics on the volume of residential garbage and recycling material taken to their respective processing areas. Statistics shall be itemized separately for residential garbage and recycling material. The Contractor shall submit, along with his/her monthly invoice, a report containing a summary of the above-noted statistics for the entire month of collection. The form of the monthly report shall be subject to the FVRD's approval.

E.31 Monthly Invoicing

Throughout the term of this Contract, payment for transfer station operation as specified in this Contract shall be made monthly. Additionally, payment for any services covered by the provisional rates and required by the FVRD shall be made monthly. The Contractor shall submit to the Regional District an invoice for payment, and all receipts for each separate stream of waste material (residential garbage, recycling and yard waste) on the first Tuesday of the month for which the invoice applies. The Regional District shall make payment net 30 days from the date of invoicing.

Schedule A - CONTRACTOR SERVICES

All contractors submitting proposals must be aware of the following Contractual Requirements, which may be incorporated into the formal Contract:

“Contractor Services” means the work, tasks, labor, materials, responsibilities, functions, duties and obligations of the contractor to be supplied or performed as outlined in this agreement, excluding only those items which are expressly identified as work or tasks to be performed by or obligations owed by the FVRD.

The contractor is to supply all personnel, labor, materials, and equipment to provide the Transfer Station Operations and Maintenance service starting January 15th, 2027, for three (3) years with the possibility of one (1) two (2) year extension.

The contract will include the Operation and Maintenance cost for the Sylvester Road Transfer Station.

The contractor is required to collect fees from users, track sales and waste data in a manner determined by the FVRD. The contractor is not responsible for the hauling or disposal of collected waste streams.

1. Hours of Operation

Contractor is responsible for ensuring the transfer station is open during the following hours:

Day(s)	Hours
Saturday	9:00am – 4:00pm
Sunday	9:00am – 4:00pm
Monday	9:00am – 4:00pm
*Open on all statutory holidays except Christmas and Boxing Day	

Open day in lieu of Christmas & Boxing Day

2. Site Operation

The site shall remain open to the public as described in Section 1- Hours of Operation.

The contractor shall arrive at least 15 minutes before opening and leave 15 minutes after closing, as required to open and close bins & prepare the tidiness of the site.

On special occasions, the Contractor may be required to open the Site to coordinate with subcontractors or to accept loads outside of normal operating hours. Under such circumstances, the contractor shall be paid for the time that their staff are at the Site and for 30 minutes of each mobilization/demobilization time at the hourly price specified in Schedule B – Form of Proposal: Rate for Extra work.

The FVRD reserves the right to authorize FVRD vehicles or other Contractors working for the FVRD to access the Site after hours when the Contractor is not in attendance

3. Work by Contractor

The work of this Contract to be performed by the Contractor shall include all work necessary to properly operate the sites in a manner acceptable to the FVRD. Operation of the Sylvester Road Transfer Station shall include, but not be limited to the following tasks;

- a) Keeping all required records, including but not limited to daily sales reports, safety inspections, and incident reports
- b) Verifying the transfer station users are residents of the service area and accepting payment as per FVRD guidelines, procedures or applicable bylaws.
- c) Unlocking and locking the entrance gate and buildings on site and securing and locking the site at the end of the day
- d) Representing the FVRD in a professional and courteous manner with all customer and public interactions
- e) Directing traffic to the appropriate unloading area
- f) Staying up to date with changes to Regulatory bylaw, including but not limited to waste material types, disposal fees, controlled materials, prohibited materials, site regulations, disposal requirements, definitions, etc.
- g) Educating and informing the public on recycling and extended producer responsibility (EPR) programs, including verbal information and the distribution of brochures and other materials provided by the FVRD.
- h) Supervising unloading of loads at all areas on the facility to ensure customers do not contaminate areas with undesirable materials. If material becomes contaminated, the contractor will be required to sort material prior to scheduled collection of the contaminated material or to pay any extra fees for contaminated material or cleanup required.
- i) Informing the FVRD if/when bins require servicing
- j) Removing snow from 3 ft around bins, railings, gates, tipping area, buildings and portable washroom.
- k) Sanding/salting paved areas within the boundary of the transfer station. (contractor to supply materials)
- l) Informing the FVRD when the transfer station receives more than 3 inches of snow. The FVRD will be responsible for snow removal excluding the areas described in section j.
- m) Maintaining the site premises, including clearing of vegetation inside the fenced area and 1 meter outside of the fenced area where applicable
- n) Verifying the transfer station users are residents of the service area and accepting payment in accordance with payment handling procedures. Cash is not accepted at the Transfer station. Transactions are processed with a point-of-sale device (debit/credit machine)
- o) Maintaining clear and tidy buildings and site area, including removal of items not claimed after 3 weeks in the free store and disposal of waste left on or around the site after hours.
- p) Communicating with the FVRD about required signage. Signs will be provided by the FVRD. The contractor is responsible for installing/ erecting signs.
- q) General site maintenance includes but is not limited to minor fence repair, replacement of lightbulbs, and minor repairs to buildings/office building, etc.

4. Site Security

It shall be the responsibility of the Contractor to ensure that the transfer station is always kept secure by ensuring that the entrance gates are kept locked at all times other than during the normal hours of operation. Locks will be provided by the FVRD.

The Contractor shall be responsible for securing all equipment and supplies to prevent them from being stolen or vandalized. Any additional security measures that the Contractor may deem necessary to secure the Site must be discussed with the FVRD prior to enacting.

The Contractor shall report any unauthorized access of the transfer station immediately to the FVRD

Inspect daily the perimeter, fencing, gates, and locks to ensure that they are in good, secure condition. Report damage or concerns to FVRD.

5. Free Store

The contractor must screen materials intended for the Free Store to ensure they are acceptable for reuse. Items not deemed reusable must be directed for disposal

When requested by FVRD staff and regularly, the Contractor shall assist with moving items determined by the FVRD to be non-reusable from the Free Store to the appropriate disposal or recycling area.

6. New programs

The FVRD reserves the right to adopt, increase, or adjust disposal methods at any time. The Contractor shall adhere to changes at no extra cost unless agreed upon with the FVRD.

Schedule B - FORM OF PROPOSAL

Name: _____

Address: _____

Name and title of Representative: _____

Telephone: _____ Email: _____

Form of Business Organization

☐ Sole Proprietorship

☐ Partnership Date of Establishment _____

☐ Corporation Date of Incorporation _____ Business No. _____

We hereby offer to perform the Services required by this RFP for the stipulated price of:

Sylvester Road Transfer Station Operation & Maintenance	
Payment for the Operation and Maintenance of the Sylvester Road Transfer Station as per the terms and conditions of this RFP will be made based on the items included in the table below and will remain firm for the term of the Contract:	
Year 1 (excluding G.S.T)	\$
Year 2 (excluding G.S.T)	\$
Year 3 (excluding G.S.T)	\$
Total Cost (excluding G.S.T)	\$
Rate for Extra Work (\$/Hour)	\$
Year 1 Extension (excluding G.S.T)	\$
Year 2 Extension (excluding G.S.T)	\$

Dated this ____ day of _____, 2026.

Signature of Authorized Signatory

Name & Title/Position:

Signature of Authorized Signatory

Name & Title/Position:

Schedule C - PROPONENT'S EXPERIENCE

Proponent Name: _____

Experience:

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

(incl. telephone)

Experience:

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

(incl. telephone)

Schedule D- LOCATION MAP



Schedule E- CONTRACTOR'S MONTHLY INVOICE

The Contractor may opt to invoice the FVRD with an invoice of their own format so long as the information contained in the example below is included.

Sylvester Road Transfer Station

Invoice #: _____

Invoice Period: _____

As per Contract dated: _____ \$ _____

Additional hours worked @ \$ _____/hour \$ _____

TOTAL INVOICE: \$ _____

Signed: _____

Dated: _____

Schedule F – DAILY SALES REPORT



Transfer Station Daily Sales Report							
Date:				Attendant:			
Neighborhood	Outside Service Area	Number of Bags		Fee Collected	Payment Form		
		Garbage	Recycling		Credit	Debit	Cash

Schedule G – CONTRACTOR PERSONNEL LIST

Project/Contract: _____

Location: _____

Contractor Company: _____

Contractor Supervisor: _____

FVRD Contract Representative: _____

Effective Date: _____

Last Updated: _____

No.	Personnel Name	Position / Trade	Mobile Number	Email	Site Orientation Complete	Emergency Contact
1					Yes / No	
2					Yes / No	
3					Yes / No	
4					Yes / No	
5					Yes / No	
6					Yes / No	
7					Yes / No	
8					Yes / No	

Schedule H - SAMPLE AGREEMENT

AGREEMENT FOR SERVICES

THIS SERVICES AGREEMENT is dated for reference

BETWEEN:

FRASER VALLEY REGIONAL DISTRICT,
45950 Cheam Avenue, Chilliwack, BC V2P 1N6
(the "Regional District")

AND:

(the "Contractor")

In consideration of the covenants and mutual promises set forth in this agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties covenant and agree as follows:

TERM

Subject to prior termination in accordance with the provisions as hereinafter provided in Section 7; the term of the Agreement shall commence upon obtaining required signatories (the "**Term**").

COMPENSATION

Payment

The Regional District shall pay the Contractor \$XX (including GST) as full payment and reimbursement for performing the Services described herein during the Term of the Agreement.

Statement of Account

In order to obtain payment under this Agreement, the Contractor must submit to the Regional District a written statement of account in a form satisfactory to the Regional District upon completion of the Services or at such other times provided in this Agreement.

SERVICES

Scope of Services

The Contractor shall be responsible for providing the following services (collectively, the "**Services**") in accordance with the terms and conditions of this Agreement:

Supply all Labor and Materials

Unless otherwise stated in this Agreement, the Contractor will supply, at its cost, all labor, materials, facilities, permits, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement.

Delivery of Services

The Contractor is fully responsible for the planning, organization, and delivery of all aspects of the Services subject only to any reasonable instructions given to it by the Regional District from time to time, and such a change shall not constitute a breach of this Agreement.

SERVICE STANDARD

Performance Standard

The Contractor will perform the Services:

- i. with that degree of care, skill and diligence normally provided by a qualified and experienced practitioner performing services similar to the Services;
- ii. in accordance with all applicable laws; and
- iii. to the satisfaction of the Regional District.

Supervision

The Contractor will ensure that all persons employed or retained by the Contractor to perform the Services are competent to perform them and are properly trained, instructed and supervised. The Contractor is solely responsible for supervising the persons employed or retained by the Contractor to perform the Services.

Appearance and Conduct

The Contractor and all personnel engaged by the Contractor in the provision of the Services, including the Contractor's employees and sub-contractors, shall conduct themselves in a courteous and polite manner and shall dress and groom themselves in a standard that is acceptable to the Regional District, as set out in Schedules A (Discrimination, Bullying and Harassment Policy), B (Fit for Work Policy), C (Joint Respectful Workplace Policy), D (Anti-Racial Discrimination and Anti-Racism Policy) and E (Code of Conduct) to this Agreement. In the event that the Contractor's employees or sub-contractors engaged in the provision of the Services do not adhere to these standards, the Regional District may require that the Contractor take disciplinary action against any employee or subcontractor up to and including permanent removal of personnel from Regional District sites.

Workplace safety

Safety at the Workplace

The Contractor will provide a safe and secure place for the Contractor's activities in respect of its performance of the Services to prevent the risk of injury to the public by any reasonable means including, without limitation, illumination, signage, fencing and cordoned areas.

Compliance with WorkSafe BC

If the Contractor or any sub-contractors are required by law to be registered with the Worker's Compensation Board (WCB), then the Contractor will submit either a WCB clearance letter indicating that the Contractor's WCB account is in good standing or a WCB registration number prior to commencement of the Services or at such other times as the Regional District may request.

Prime Contractor

The Contractor will ensure compliance with and conform to all health and safety laws, by-laws and regulations of the Province of British Columbia including, without limitation, the Workers' Compensation Act and Regulations pursuant thereto. The Contractor hereby agrees and acknowledges that, pursuant to Section 118 of the Workers' Compensation Act, the Contractor will, for the purposes of such Act, be the Prime Contractor.

INSURANCE, LIABILITY AND INDEMNITY

Insurance

The Contractor shall obtain and maintain Comprehensive General Liability Insurance in the amount of not less than \$XXXX and the Regional District shall be named as an additional insured in any such insurance policy and the policy shall include cross liability or severability of interests clauses. The Contractor shall file with the Regional District prior to the commencement of the Agreement, a certificate of insurance as evidence of this coverage and evidence of the renewal of the policy. The provision of this insurance clause will survive termination of this Agreement.

Indemnification

The Contractor shall indemnify and save harmless the Regional District, the Board, its officers, employees, agents and assigns (collectively, the "Indemnified Parties") from and against all claims, losses, damages, costs, actions and other proceedings made, sustained, brought or prosecuted in any manner against the Indemnified Parties based upon, occasioned by or attributable to any personal injury (including death), infringement or property damage arising from any negligent act or omission of the Contractor, its servants or agents or persons for whom the Contractor has assumed responsibility in the performance or purported performance of the Agreement. The extent of the Contractor's indemnification shall not be limited to the value of any insurance policy. The provisions of this indemnity clause will survive termination of the Agreement.

Release

Subject only to the provisions contained in this Agreement, the Contractor acknowledges and agrees that if their appointment under this Agreement expires at the expiry of the Term, or is terminated pursuant to the provisions of this Agreement, no further obligations will be owed by

the Regional District to the Contractor, including but not limited to, notice, pay in lieu of notice or termination pay arising under the *Employment Standards Act*, the common law, or any purported right arising under the *Community Charter*.

TERMINATION

Termination by Regional District

Termination for Default

- i. The Regional District may terminate the Agreement if the Contractor becomes bankrupt or insolvent, a receiving order is made against the Contractor, an assignment is made for the benefit of its creditors, an order is made or resolution passed for the winding up or dissolution of the Contractor, or the Contractor takes the benefit of any enactment related to bankrupt or insolvent debtors.
- ii. The Regional District may terminate the Agreement in whole or in part immediately by giving written notice of termination to the Contractor if the Contractor fails, refuses or neglects to perform the Services as required by this Agreement or is otherwise in breach of any provision of this Agreement. In the event the Regional District gives notice of termination pursuant to this section 7.1.1(ii), the Regional District may withhold payment of any amount owing to the Contractor under this Agreement for the performance of the Services, set-off any damages suffered by the Regional District against any amounts owing to the Contractor under this Agreement for performance of the Services and pursue other remedies to recover damages from the Contractor for any losses caused to the Regional District.
- iii. The Regional District in its sole discretion, notify the Contractor in writing that the Contractor is in default of the Contractor's contractual obligations and instruct the Contractor to correct the default in the ten (10) Business Days immediately following receipt of such notice or, in the event such default cannot be corrected without ten (10) Business Days, such longer period approved by the Regional District as is reasonable to correct the default. If, after the period allowed for correction of the default, the default has not been corrected to the satisfaction of the Regional District, the Regional District, in its sole discretion, may (but is not obligated to) remedy the work and deduct the cost thereof from any payment then due to the Contractor or terminate the Agreement and/or deem that the default shall constitute a dispute between the two parties.

Termination without Default

Notwithstanding any other provision of this Agreement, the Regional District may, in its sole discretion, by giving 30 days' written notice to the Contractor, terminate or suspend all or any part of this Agreement for any reason. If the Regional District gives notice of termination or suspension pursuant to this section 7.1.2, the Regional District will pay the Contractor fees for such Services that were completed in accordance with this Agreement before termination or suspension. Upon payment of such amounts, no other amounts will be owed by the Regional

District to the Contractor and, for certainty, no amount will be owing on account of lost profits relating to the portion of the Services not performed.

The Contractor is not entitled to, and irrevocably waives and releases, damages or compensation for costs incurred, loss of profit, or loss of opportunity, directly or indirectly arising out of termination or suspension of all, or any part, of the Services.

GENERAL TERMS

Governing Law

The Agreement is governed by and is to be interpreted according to the laws of British Columbia and the parties agree to attorn exclusively to the courts of the Province of British Columbia.

Independent Contractor

The Contractor is providing the Services under this Agreement at all times as an independent contractor and is not an employee, servant, agent or partner of the Regional District and nothing herein will create or be deemed to create an employment relationship, an employment-like relationship, partnership, joint venture or agency relationship between the parties.

Assignment

No part of the Agreement may be assigned or subcontracted by the Contractor without the prior written consent of the Regional District, and any assignment or subcontract made without that consent constitutes a breach of the Agreement. The Contractor hereby acknowledges and agrees that, without limiting the generality of the foregoing, the Regional District may refuse consent if, in the Regional District's sole discretion, it determines that the proposed assignee or subcontractor does not have the skill, experience or corporate resources necessary to provide the Services to the Regional District's satisfaction. A permitted subcontract does not relieve the Contractor from any obligation already incurred or accrued under the Agreement or impose any liability upon the Regional District.

Severance

If any portion of the Agreement is held to be illegal or invalid by a court of competent jurisdiction, the illegal or invalid portion must be severed and the decision that it is illegal or invalid does not affect the validity of the remainder of the Agreement.

Binding on Successors

The Agreement ensures to the benefit of and is binding upon the parties and their respective permitted assigns, successors, subcontractors, trustees, administrators and receivers, despite any rule of law or equity to the contrary and every reference to the parties is deemed to include the successors and assigns of the parties.

Entire Agreement

The Agreement is the entire agreement between the parties and it terminates and supersedes all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties with respect to the subject matter of the Agreement.

Waiver

Waiver of any default by either party must be in writing to be effective, and a waiver of a particular default does not waive any other default.

Meaning of Business Day

In this Agreement, the term "Business Day" means a day other than a Saturday, Sunday or federal or provincial statutory holiday observed in the Province of British Columbia.

CONFIDENTIALITY

Except as required by law, the Contractor must not divulge or disclose any matters respecting technical, commercial or legal issues relating to or arising out of the Services or information received in connection with the Agreement without the Regional District's prior written consent, except in strict confidence to its professional advisors.

The Contractor acknowledges and agrees that all documents submitted to the Regional District are subject to disclosure under the British Columbia Freedom of Information and Protection of Privacy Act. Any information the Contractor considers confidential must be marked as so and will be subject to appropriate consideration as defined within the Act.

OWNERSHIP

The Contractor agrees to grant the Regional District unrestricted license for the use of all technical information and intellectual property submitted to the Regional District in relation to the Services and that this license includes the right to adapt, use and modify all such technical information and intellectual property.

The Contractor must, upon completion of the Services, or if all or part of the Services under the Agreement are terminated, immediately deliver to the Regional District all Services-related documents in the Contractor's possession or under its control.

RECORDS

The Contractor must keep proper accounts and records of its performance of the Services, including invoices, receipts and vouchers, at all times and for at least 7 years after completion of the Services or termination of the Agreement, which must at all reasonable times be open to audit and inspection by the Regional District.

NOTICE

Any notice, direction, demand, approval, certificate or waiver which may be or is required to be given under the Agreement must be in writing and delivered personally or by courier or sent by fax or e-mail, addressed as follows:

To the Regional District:

Fraser Valley Regional District
45950 Cheam Avenue, Chilliwack, B.C. V2P 1N6

Attention: (name/title/email address)

To the Contractor:

Insert name of contractor

Insert address of contractor

Attention: Insert main contact person's name/Insert email address

Any notice, direction, demand, approval or waiver delivered is to be considered given on the next Business Day after it is dispatched for delivery. Any notice, direction, demand, approval or waiver sent by fax is to be considered given on the day it is sent, if that day is a Business Day and if that day is not a Business Day, it is to be considered given on the next Business Day after the date it is sent.

By signing below, the parties to this agreement have agreed to be bound by the terms of this Agreement.

FRASER VALLEY REGIONAL DISTRICT
by its authorized signatory(ies)

INSERT NAME OF CONTRACTOR
by its authorized signatory(ies)

Insert Title of Rep

Insert Name of Rep



FRASER VALLEY REGIONAL DISTRICT POLICIES AND PROCEDURES

POLICY: DISCRIMINATION, BULLYING AND HARASSMENT POLICY

Date Issued: March 26, 2002

**Date Amended: October 2013
August 2015
October 2017
November 2018
January 2019**

POLICY

Discrimination, bullying and harassment violate the fundamental rights, dignity and integrity of the individual. The Fraser Valley Regional District (FVRD), its elected officials and management, in cooperation with the union, are committed to the prevention of discrimination, bullying, and harassment and to providing a work environment that is free from discrimination, bullying and harassment where all employees, elected officials, contractors, students and volunteers are treated in a fair and respectful manner with dignity and respect.

This Policy will apply to the resolution of all internal informal and formal complaints of discrimination, bullying or harassment brought forward or filed pursuant to this Policy.

APPLICATION

This Policy applies to all FVRD employees, both unionized and excluded, as well as FVRD Board Members, contractors, students and volunteers. The FVRD will also take action to prevent discrimination, bullying and harassment by any persons conducting business with the FVRD and any persons accessing FVRD facilities to use their services, including members of the public.

This Policy applies in respect of discrimination, bullying or harassment occurring at the workplace. It also applies at other locations where employees are in attendance for work-related reasons, at FVRD sponsored or employment-related social functions, and in other situations that occur within the scope of the employment relationship where there is an impact on the work relationship, environment or performance of an employee.

This Policy applies to communication transmitted in person, on the phone, in writing, through email, texts, or other social media forms of messaging.

An essential principle of human rights law is that the most important concern is the effect, or consequences, of actions of others. Sometimes a person is not aware their actions are discriminatory. There may have been no intention to discriminate. However, the intention of the person contravening

the Code is not relevant to determining whether a person has been a victim of discrimination. The same principle applies to conduct that constitutes bullying and harassment.

Where discrimination, bullying or harassment is found to have occurred, the FVRD will implement remedial action appropriate to the situation and may take disciplinary action up to and including dismissal. In the case of discrimination, bullying or harassment perpetrated by individuals who are not employees, the FVRD will consider other action as appropriate, which may include removal from committees or termination of a volunteer relationship, as the case may be.

Individuals who bring forward a complaint in good faith under this Policy will not be subject to reprisal. Where it is determined that a complaint was made in bad faith, or was frivolous, vindictive, or vexatious, the FVRD will take the appropriate action, which could include disciplinary action up to and including termination.

DEFINITIONS

Complainant

A Complainant is an individual who makes a complaint of discrimination, bullying or harassment pursuant to this Policy and can include employees, FVRD board members, contractors, students and volunteers. Members of the public cannot be Complainants under this Policy.

Discrimination

Employees have the right to employment without discrimination.

Discrimination includes adverse differential treatment of an individual or group, whether intended or not, based on one of the prohibited grounds set out in the *Human Rights Code* of British Columbia. The prohibited grounds are race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, age, and record of conviction for a criminal or summary conviction offence that is unrelated to the individual's employment or intended employment.

Discrimination can be found to occur if a distinction is made on the basis of one or more of the prohibited grounds that imposes burdens, obligations or disadvantages that are not imposed on others.

Examples of conduct that might constitute discrimination:

- jokes, innuendos, slurs, taunts or criticisms about a person on the basis of the prohibited grounds (e.g. a joke about one's race or ancestry);
- making a decision not to promote someone on the basis of the prohibited grounds (e.g. because of the person's gender or age).

Bullying and Harassment

Employees are also entitled to a workplace free of bullying and harassment, including sexual harassment. In accordance with the *Workers Compensation Act* of British Columbia, both the employer and employees have roles to play in ensuring a workplace free of bullying and harassment.

Bullying and harassment includes:

(a) any inappropriate conduct or comment by a person towards a worker that the person knew or reasonably ought to have known would cause that worker to be humiliated or intimidated, but

(b) excludes any reasonable action taken by an employer or supervisor relating to the management and direction of workers or the place of employment, which include:

- expressing differences of opinion;
- offering constructive feedback, guidance or advice about work-related behaviour;
- making a legitimate complaint about another employee's conduct; and
- reasonable action taken by a manager or supervisor relating to the management and direction of employees or the place of employment (eg; managing an employee's performance, taking reasonable disciplinary actions, assigning work, etc.)

Bullying and harassment includes behaviour that demeans, humiliates or embarrasses a person and which detrimentally affects the work environment or leads to adverse job-related consequences for the person who is being bullied or harassed.

Harassment can also constitute a form of discrimination. If an individual engages in conduct, comments, gestures or contact based on one of the prohibited grounds of discrimination set out above that is unwelcome, and ought to reasonably be known to be unwelcome, such behaviour could constitute discrimination under the *Human Rights Code*.

Bullying and harassment can occur between individuals of the same or different employment status (manager, supervisor, and co-worker) or between an employee and another individual such as a supplier or a member of the public with whom the employee comes into contact within the course of employment. It can involve individuals or groups and it can be found to occur after just one incident or a series of incidents, depending on the severity of the conduct.

Examples of conduct that might constitute bullying or harassment:

- jokes, innuendos, slurs, taunts or suggestions about a person's body, clothing, physical appearance, or level of intelligence;
- swearing, yelling or making derogatory gestures or remarks;
- practical jokes that embarrass or insult someone
- verbal or physical threats or physical assault;
- displaying offensive or derogatory pictures, graffiti, cartoons or computer material;
- vandalizing personal belongings;
- spreading malicious rumours;
- harmful hazing or initiation practices; and
- sexual harassment (defined below).

Respondent

A respondent is an individual who is alleged to have violated this Policy.

Sexual Harassment

Sexual harassment is harassment of a sexual nature by a person who knows or reasonably ought to know such conduct is unwanted or unwelcome. Sexual harassment includes expressed or implied promises of rewards for complying with requests of a sexual nature or express or implied threats of reprisal for failing to comply with such requests. Sexual harassment also includes disrespectful conduct of a sexual nature which is intended or would reasonably be known to create an intimidating, hostile or offensive environment.

Some specific examples of sexual harassment include:

- verbal abuse or threats of a sexual nature;
- unwelcome remarks, jokes, innuendoes or taunting of a sexual nature;
- displaying pornographic or other offensive pictures;
- unwelcome sexual requests or invitations;
- leering or other inappropriate sexually oriented gestures;
- unnecessary physical contact, including touching, hugging, rubbing or patting; and
- negative comments that are based on one's sex

ROLES AND RESPONSIBILITIES

FVRD Board of Directors:

As the head of the Regional District, it is the Board of Directors' responsibility to ensure the Regional District is compliant with the *Human Rights Code* and the *Workers' Compensation Act* of British Columbia. Individual board members must comply with this Policy and not engage in conduct towards employees, contractors, students or volunteers that is discriminatory or constitutes bullying or harassment.

All members of the FVRD Board of Directors will receive training on the content and implementation of this Policy.

Management:

The FVRD's management team will take all reasonable steps to ensure the health and safety of FVRD employees and will take all reasonable steps to prevent discrimination, bullying and harassment in the workplace. These efforts will include the following developing awareness of the Policy and implementing training and communication programs in support of this Policy. Managers will also receive training regarding the detection of discrimination, bullying and harassment and on how to respond to complaints of discrimination, bullying or harassment.

The FVRD, through its management team, will ensure that the processes under this Policy are followed and that complaints are handled in a fair and confidential manner.

The FVRD, through its management team, will promptly investigate complaints and if discrimination or bullying and harassment in contravention of this Policy is determined to have taken place, appropriate action will be taken.

Employees:

Employees must comply with this Policy by not engaging in discriminatory conduct or bullying and harassment. Employees must contribute to a positive work environment where they treat each other with dignity and respect.

Employees who experience discrimination or bullying and harassment should report such conduct without delay. The FVRD also encourages employees who feel they have been discriminated against, bullied or harassed in contravention of this Policy, as a first step, to make a direct request to the alleged bully or harasser to stop the offensive behaviour.

Employees who witness behaviour that, in their view, potentially constitutes a violation of this Policy should report their concerns in accordance with the procedures set out below.

FAIRNESS

Both Complainants and Respondents are entitled to fairness in the adjudication and resolution of complaints made under this Policy.

Fair treatment in the adjudication and resolution of complaints includes the following:

- Respondents being advised in a timely manner of complaints made against them;
- an impartial and objective consideration and evaluation of all circumstances surrounding a complaint, whether through informal or formal means;
- the maintenance of confidentiality in accordance with this Policy;
- protection of all parties to a complaint from retaliation; and
- being informed in a timely manner of outcomes of complaints.

CONFIDENTIALITY

Complaints made under this Policy will be handled in accordance with the FVRD's rights and obligations under the *Freedom of Information and Protection of Privacy Act* of British Columbia ("*FIPPA*").

Allegations of discrimination, bullying or harassment will be considered "personal information" supplied in confidence for the purpose of s. 22(f) of *FIPPA*. The names and identifying details of those involved in a complaint will not be disclosed to any person except where necessary for the purposes of investigating a complaint, determining the outcome of a complaint, and/or reporting the outcome of a complaint or investigation to the FVRD Board or FVRD management, where it is necessary to do so.

All Complainants are expected to keep matters related to their complaint confidential, except to the extent that disclosure is required for the purposes of having the complaint resolved under this Policy.

Managers and other parties to a complaint, including witnesses, are also required to keep matters related to a complaint confidential. A breach of confidentiality regarding a complaint or the complaint resolution process may be cause for discipline.

COMPLAINT RESOLUTION

Although a Complainant may indicate they prefer a particular complaint resolution process, the FVRD reserves discretion to proceed in the manner it considers appropriate, taking into account the nature of the conduct, its impact on the Complainant and the workplace and what it considers its legal obligations to be in the circumstances.

Without limiting the FVRD's discretion in any given case, the informal resolution process will commonly be used in the following circumstances:

- (a) where the alleged conduct is non-repetitive (such as a "one-off" discussion or interaction); or
- (b) where the alleged conduct is relatively minor in severity or seriousness; considering its content, potential impact on the individual and on the FVRD's operation as a whole.

INFORMAL RESOLUTION PROCEDURES

Step 1: Conversation with Respondent

- 1. Where reasonable, a Complainant should attempt to resolve concerns with the Respondent as soon as they arise by advising the Respondent the behaviour is unwelcome and requesting that it stop.
- 2. If a Complainant is not comfortable taking this step, the conduct continues, or if the conduct is so severe that further action is warranted, the Complainant should proceed to the next step.

Step 2: Resolution with involvement of a Manager

- 3. The Complainant should report the complaint verbally or in writing to the Manager of Human Resources and Safety Services. If the alleged Respondent is the Manager of Human Resources and Safety Services, the Complainant should contact the Chief Administrative Officer ("CAO"). If the alleged Respondent is the CAO, the Complainant should contact the Manager of Human Resources and Safety Services who will contact the Chair of the FVRD Board of Directors. If the alleged Respondent is a member of the FVRD Board of Directors, the Complainant should contact the CAO.
- 4. Complaints should be reported as soon as possible after experiencing or witnessing an incident. This allows the incident to be investigated and addressed promptly and ensures fairness for all parties. Complainants should provide as many details as possible, including examples of inappropriate statements or behaviour, dates, times and the names of any witnesses.

5. The Manager of Human Resources and Safety Services (or CAO or Board Chair, as the case may be) will review and consider the complaint and, where appropriate, will try to facilitate an informal resolution of the complaint in the manner considered most reasonable and effective in the circumstances.
6. Informal action taken by the Manager of Human Resources and Safety Services may include one or more of the following actions (or other similar actions):
 - meeting separately with the Complainant and Respondent to discuss and investigate the situation;
 - meeting together with the Complainant and Respondent to facilitate a discussion aimed at understanding and resolving the issue in a practical manner or mediating a solution that works for all parties;
 - coaching one or more of the parties (verbally or in writing) on workplace expectations regarding appropriate workplace behaviour or performance;
 - recommending or applying discipline when warranted, based on the findings and severity of the misconduct;
 - engaging the support of a third-party, whether internally or externally, to work with the parties to achieve a resolution to outstanding concerns.
7. If at any time during the informal resolution process, the Manager of Human Resources and Safety Services concludes that more formal investigation and resolution is warranted, the Manager may exercise their discretion to manage the complaint pursuant to the formal processes.

FORMAL RESOLUTION PROCEDURES

1. The formal process involves an investigation of a written complaint that has been brought forward to the Manager of Human Resources and Safety Services (or CAO or Chair of the Board, as the case may be).
2. Formal written complaints must be signed and dated by the Complainant and must contain the information set out in Appendix "A" to this Policy, which includes:
 - a. the names of the parties involved;
 - b. any witness to the incidents(s);
 - c. the location, date and time of the incident(s);
 - d. details about the incident(s) (behavior and/or words used);
 - e. any additional details that would help with the investigation; and
 - f. any supporting documents, such as emails, handwritten notes, or photographs. Physical evidence, such as vandalized personal belongings, can also be submitted.

3. The submission of a formal written complaint does not automatically mean a complaint will be resolved through the formal resolution procedures. The manner in which the complaint is resolved will be determined by the FVRD and will depend on a number of factors, including the nature, extent and severity of the alleged conduct, any history between the parties to the complaint and the impact of the alleged conduct on the Complainant and the workplace as a whole.
4. After reviewing the formal written complaint, the Manager may refer the complaint back to Step 2 of the informal resolution process or decide that an internal or external investigator be assigned to conduct a formal and confidential investigation into the complaint.
5. The Manager of Human Resources and Safety Services, in consultation with the CAO, will consider a number of factors in determining whether to retain an internal or external investigator, including: the nature, extent and severity of the alleged conduct, the overall complexity of the facts or law related to the complaint, the anticipated length of time necessary to conduct the investigation, including the number of potential witnesses and the potential severity of the outcome of the investigation in relation to the Respondent, should the complaint be substantiated.
6. If the Manager of Human Resources and Safety Services (or CAO or Board, as the case may be) determines that an investigation will be conducted internally, the Manager of Human Resources and Safety Services will either conduct the investigation directly or appoint another impartial individual with sufficient experience and/or training in conducting investigations to do so.
7. External investigators will be appointed by the Manager of Human Resources and Safety Services in consultation with the CAO. If the Respondent is the CAO, the investigator will be appointed by the Board.
8. Once appointed, the investigator will:
 - act promptly and diligently, and be as thorough as necessary, given the circumstances;
 - be sensitive to the interests of all parties involved and maintain confidentiality;
 - be focused on finding facts and evidence, including through direct interviews of the Complainant, Respondent, and any witnesses;
 - review all relevant documentation, including emails and handwritten notes, as well as any physical evidence such as photographs or vandalized objects; and
 - be fair and impartial in evaluating the allegations;
9. All employees, Board members, contractors, volunteers and students are expected to cooperate with the investigation and provide to the investigator any details of incidents they have experienced or witnessed.
10. At any time during the course of the investigation of a formal complaint, the Complainant may wish to withdraw the complaint. The FVRD reserves the right to proceed with the investigation, taking into account all of the circumstances.
11. Upon conclusion of the investigation, the investigator will provide a confidential report to the Manager of Human Resources and Safety Services (or the CAO or the Chair of the Board, as the case may be) setting out findings of fact and a conclusion as to whether the complaint has been

proven on a balance of probabilities. The investigator may also include recommendations in the report, where applicable and if requested by the FVRD.

12. The Manager of Human Resources and Safety Services, in consultation with the CAO as appropriate, will determine future action to be taken, including appropriate disciplinary action. For Respondents who are not employees, the FVRD will consider other action as appropriate, including the potential termination of volunteer duties or termination of a contract for services. If the Respondent is a member of the Board, the CAO will appear before the Executive Committee to determine the recourse.
13. Both the Complainant and the Respondent will be advised of the outcome of the investigation by the Human Resources Department.
14. The investigation report will be retained by Human Resources in a confidential bullying and harassment file.
15. Proven allegations of bullying and harassment, including disciplinary action taken, shall be documented and form part of the Respondent's personnel file.
16. If the investigator finds insufficient evidence to support the Complainant's allegations and finds there was no misuse of the Policy, no action will be taken in relation to the complaint. No documentation of unsubstantiated bullying, sexual harassment or discrimination will be maintained in the Respondent's personnel file.

MISUSE OF THE POLICY

If the investigator determines that a complaint is unsubstantiated and finds the complaint was made in bad faith or was frivolous or vexatious, the Complainant may be subject to discipline (or other consequences, in the case of non-employee Complainants).

Without limiting other grounds on which an investigator may conclude a complaint was frivolous or vexatious or was made in bad faith, some of the circumstances that may be considered are as follows:

- Whether the complaint was made solely in an attempt to influence or overturn decisions relating to the Complainant's employment;
- Whether the complaint was made to intimidate, threaten or cause trouble to the Respondent;
- Whether the complaint was made in an attempt to create a hostile workplace for others, including the Respondent; or
- Whether the complaint was made to create a potential personal benefit or entitlement for the Complainant.

GENERAL

This Policy is in addition to and not a substitution for any rights an individual may have to pursue action, whether under collective agreements or pursuant to applicable legislation, including human rights legislation.

The FVRD will review this policy annually to ensure it accords with its legal requirements and that its procedures are up to date.

All Employees will be provided with a copy of this Policy as soon as they are hired, and copies of the Policy will be available on the FVRD Intranet.

Reviewed with Revisions: -August 2015-Updated to reflect the makeup of the organization; October 2017-Change in Manager's title, addition of Appendix A; November 2018 – Incorporated a Tier 1, 2, and 3 Conduct; January 2019 – Amalgamated into one Policy & Procedure, updated Definitions, removed Tiers;

Reviewed with no Revisions- 2014, 2016



Appendix "A": Workplace Bullying and Harassment Complaint Form

Name and contact information of complainant:

Name of alleged bully or bullies:

Personal Statement:

(If you require more writing space, please attach additional pages as needed)

Please describe in as much detail as possible the bullying and harassment incident(s), including:

- **The names of the parties involved:**

- **Any witnesses to the incident(s):**

- **The location, date and time of the incident(s):**

- **Details about the incident(s) (behavior and/or words used):**

- **Any additional details that would help with the investigation:**

Attach any supporting documents, such as emails, handwritten notes or photographs. Physical evidence, such as vandalized personal belongings, can also be submitted.

Signature

Date

 FRASER VALLEY REGIONAL DISTRICT POLICIES AND PROCEDURES	
POLICY: Fit for Work Policy	
Date Issued: April 2019	Date Amended:

I. PURPOSE AND SCOPE

The Fraser Valley Regional District is committed to providing a safe and healthy workplace. A safe and healthy workplace is one where employees can perform their duties in a safe, effective and satisfactory manner and remain able to do so throughout the entire time they are working. One component of providing a safe and healthy workplace is ensuring the workplace remains free from the adverse effects of drugs and alcohol.

This Policy applies to all employees working for or on behalf of the FVRD, including volunteer Firefighters and Emergency Support Services volunteers. All employees are responsible for their own health and safety in the workplace as well as the health and safety of their co-workers. This policy applies to all circumstances where employees are having observable difficulty performing their duties as a result of an emotional, physical or mental condition that may adversely impact or threaten the health, safety or security of themselves, their co-workers, the workplace or the public.

This Policy is designed to meet the FVRD's obligations under the *Workers Compensation Act*, *Occupational Health and Safety Regulation* and the *Human Rights Code*. This Policy is not intended to limit any rights or remedies available to the FVRD under the law.

This Policy will be reviewed as circumstances warrant, but at least every two (2) years.

II. DEFINITIONS

Alcohol Any alcoholic beverage including, but not limited to, beer, wine and spirits.

Cannabis Includes cannabis in any form, as well as its preparations and derivatives, including cannabis resin, dried cannabis, fresh cannabis, and cannabis in edible form.

Dependency Alcohol, drug or other substance dependency is an illness characterized by an emotional and/or physical health change in the user which impairs the user's ability to control or stop using the alcohol, drug or other substance and which may interfere with the user's physical, mental or emotional health, interpersonal relations or ability to perform their job duties.

Illicit Drugs Drugs that are illegal to manufacture, possess, sell, purchase or consume pursuant to the *Controlled Drugs and Substances Act* of Canada or any other applicable legislation in British Columbia or Canada.

**Impaired/
Impairment**

A state of being induced by alcohol, drugs or other substances to the extent that an employee:

- a) is unable, or has a diminished ability or capacity, to perform their duties in a safe, productive manner;
- b) displays signs or symptoms of impairment such as smelling of alcohol or other intoxicants, has slurred speech, or atypical behaviour; and/or
- c) has a level of alcohol, drugs, or other substances in the body in excess of accepted medical/legal standards for impairment.

**Medical
Cannabis**

Cannabis that is obtained and consumed pursuant to an authorization granted by Health Canada and in accordance with a medical authorization and prescription provided by a licensed physician.

**Non-Medical
Cannabis**

Cannabis that can be lawfully purchased and consumed for recreation purposes.

**Non-Prescription
Drugs**

Drugs that can be lawfully obtained without a prescription, excluding medical cannabis.

Supervisor

A person who instructs, directs and controls other employees in the performance of their duties and includes a manager or director.

III. STANDARDS AND EXPECTATIONS IN ENSURING FITNESS FOR WORK

1. FVRD

- a) provide a safe and healthy workplace;
- b) provide reasonable accommodation as required by law, including by supporting the rehabilitation and return to work of employees who have substance abuse disorders;
- c) ensure awareness, education and training regarding this Policy; and
- d) encourage voluntary self-referral for assistance by employees.

2. Supervisors

Supervisors have an important role to play in identifying employees who may not be fit for work. By monitoring the attendance, performance and behavior of employees, supervisors can detect deterioration in work performance, changes in patterns of behavior, and may also notice signs of impairment in employees. The FVRD expects supervisors to do the following:

- a) be aware of, understand and comply with this Policy;
- b) ensure their own health and safety as well as the health and safety of employees under their supervision;
- c) play a key leadership role in the promotion of a safe and healthy workplace, including by clearly communicating to employees the FVRD's expectations under this Policy;
- d) monitor the attendance, performance and behavior of employees under your supervision;
- e) notify the Human Resources department when an employee exhibits behavior that suggests they may not be fit for duty;
- f) work with employees who request accommodation in an effort to ensure that the measures taken are effective, reasonable and in line with the FVRD's legal obligations; and
- g) maintain confidentiality of employee personal information including, without limitation, medical and accommodation information.

3. Employees

In accordance with this Policy, employees will:

- a) read, understand and comply with this Policy. Seek clarification of the requirements of this Policy if necessary;
- b) report to work unimpaired and in an emotional, mental and physical condition necessary to perform your job in a safe and satisfactory manner;
- c) remain fit for duty for the duration of their shift and/or while on FVRD premises or at a FVRD worksite;
- d) report to a Supervisor if they are not fit for work or if they become unfit for work at any point during their shift;
- e) report to a Supervisor if they reasonably suspect a co-worker is not fit for work, including due to impairment from the effects of alcohol or drugs;
- f) not report to work, drive a FVRD vehicle, operate FVRD equipment, or drive their own vehicle for FVRD business while impaired by the effects of alcohol, cannabis, prescription or non-prescription drugs, illicit drugs or any other substance;
- g) remain fit for work and in compliance with these standards while on standby receiving standby pay for on-call situations. If unexpected circumstances arise where an

employee is requested to perform unscheduled services while impaired by alcohol, drug, or other substances, the Employee must decline the request;

- h) not use, sell, possess, purchase, consume or distribute Alcohol, Cannabis or illicit Drugs while on FVRD property or while in FVRD uniform or while driving a FVRD vehicle, except in accordance with any exceptions set out in this Policy;
- i) ensure that any medication they are consuming will not cause them to be impaired at work or otherwise impair their ability to work safely and productively;
- j) notify their Supervisor or the Human Resources Department when they are required to take medication, including Prescription Drugs and Medical Cannabis, that has the potential to cause the employee to be impaired, in which case they must present documentation from a physician outlining the potential risks and recommended modification of duties;
- k) cooperate fully with the instructions of their Supervisor or Human Resources if they are judged to be incapable of performing their duties safely;
- l) seek assistance before work performance problems occur;
- m) seek professional advice promptly and follow appropriate treatment recommendations if they suspect they have difficulty or an emerging problem with alcohol, drug, or other substance dependency;
- n) cooperate with the FVRD in preparing an accommodation plan and accept any reasonable modified work offer (if applicable);
- o) cooperate fully with an investigation into a violation of this Policy; and
- p) cooperate fully in their prescribed treatment plan and recovery program and follow any recommended monitoring or post-care program following the primary treatment, if they have alcohol, drug or other substance dependency.

4. Human Resources

In accordance with this Policy, Human Resources staff will:

- a) coordinate initiatives to raise awareness for all employees of the importance of a workplace free from the adverse effects of drugs and alcohol;
- b) coordinate training for all employees regarding their obligations and responsibilities under this policy;
- c) coordinate training for Supervisors on recognizing the signs that an employee might not be fit for work, including by recognizing the symptoms of impairment due to the effects of drugs and alcohol;

- d) work with supervisors during inquiries or investigations into whether an employee is fit for work and to determine an appropriate course of action;
- e) work with supervisors to develop or implement accommodation plans or return to work plans, as appropriate; and
- f) notify supervisors of any restrictions and assist FVRD employees, where appropriate, in securing treatment through suitable supportive programs.

IV. DRUGS AND ALCOHOL

All employees are expected to be fit for work and to carry out their duties safely and acceptably, without any impairment due to the use of Alcohol, Cannabis or any other drugs, including Prescription Drugs, Non-Prescription Drugs or Illicit Drugs.

Unless otherwise permitted by this Policy, the FVRD strictly prohibits employees from using, selling, possessing, consuming, manufacturing, or distributing Alcohol, Cannabis, or Illicit Drugs while they are working, while they are on FVRD property and/or while they are carrying out any duties for the FVRD away from FVRD property.

The FVRD will facilitate the removal from its premises of any individual it suspects:

- a) is impaired by Alcohol, a drug or other substance; or
- b) is engaged in the use, possession, distribution, storage, offering or sale of Alcohol, Cannabis, or Illicit Drugs while engaged in the FVRD business, working on FVRD premises, or present at or in a Workplace, unless such possession is permitted under this policy.

1. Possession of Alcohol and Cannabis on FVRD Property

Individuals may, on FVRD property, have in their possession Alcohol or Cannabis in its original sealed container or bag that is intended to be removed at the end of shift and which is for the purpose of use off the FVRD property and outside of working hours for the FVRD. Examples may include Alcohol or Cannabis purchased during a lunch break to be taken home after working hours, or alcohol brought in for the purpose of gifting (i.e. during an organized work gift exchange).

2. Alcohol and Cannabis Consumption at FVRD Sponsored Social Events or on FVRD Property

The FVRD is required by law to ensure the reasonable care and safety of individuals on its property and at social events hosted by the FVRD. Attendance at FVRD sponsored social events is voluntary, as is the consumption of Alcohol at such events. Individuals are expected to drink responsibly and be in control of their conduct at all times.

Responsible consumption of Alcohol is permitted at FVRD sponsored social events and/or on FVRD property, as applicable, where:

- a) a Special Occasion Liquor License has been issued and alcohol is served by a bartender with the "Serving it Right" certification;
- b) the facility has its own liquor license under provisions of the *Liquor Control and Licensing Act*; or
- c) on FVRD property as approved by the CAO in writing on a case by case basis.

Further, the consumption of Alcohol by employees at FVRD sponsored events will be subject to the following:

- a) employees will be reminded that their attendance at these functions and their consumption of Alcohol at these functions is voluntary;
- b) the Licensed bartenders will be instructed not to serve Alcohol to anyone who appears to be intoxicated;
- c) food and non-alcoholic beverages will be made available;
- d) where a special occasion staff function is held, the amount of Alcohol which is made available to employees will be limited to a reasonable amount per person and in accordance with "Serving it Right" requirements;
- e) alcohol will stop being served at least one (1) hour prior to the end of the event;
- f) individuals who consume any Alcohol must not operate a motor vehicle following the event and must make arrangements to use alternate transportation at their own expense;
- g) all reasonable steps will be taken to prevent attendees who show outward signs of impairment (whether from Alcohol or Cannabis) from leaving the event unaccompanied; and
- h) alternate means of transportation will be arranged for attendees who show outwards signs of impairment (from any substance). Supervisors can authorize the cost and use of alternative transportation such as taxis or public transportation.

The FVRD will not arrange for or enable the use, consumption or access to Cannabis at any social functions. Any personal consumption of Cannabis at FVRD social events must be in compliance with provincial and federal laws. The FVRD reminds employees that they are prohibited from using, selling, distributing or consuming Cannabis on FVRD property and they are only permitted to possess cannabis on FVRD property in accordance with the terms of this Policy.

3. Alcohol and Cannabis Consumption at Non-FVRD Sponsored Social Events

The FVRD is aware that employees may attend social events that are not hosted by the FVRD but appear to be affiliated with the FVRD because the events are specifically organized by or on behalf of FVRD employees. An example would be a manager or supervisor taking his or her team of employees out to a bar or restaurant outside working hours and purchasing Alcohol for them with his or her own money.

Given that the FVRD does not sponsor or host such events or pay for any Alcohol consumed at these events, it is not in a position to prohibit or control the consumption of Alcohol or Cannabis by employees or other guests. However, the FVRD reminds employees who attend and consume Alcohol or Cannabis at such events to consume responsibly and not in excess. The FVRD also encourages individuals who are consuming Alcohol or Cannabis at such events not drive a vehicle home following such events.

The FVRD also reminds employees of their obligation to comply with the FVRD's Discrimination, Bullying and Harassment Policy, and that inappropriate, unethical or illegal off-duty conduct may attract discipline up to and including termination of employment.

4. Dependency on Drugs and or Alcohol

Where an employee has or suspects they may have a Dependency, and where that Dependency does not render them unable to do so, they are required to notify the Human Resources Department, or a Supervisor, prior to their use or consumption of drugs or Alcohol in a manner that may cause them to be in breach of this Policy.

Where an employee discloses a Dependency prior to breaching this Policy, the FVRD will take reasonable steps to assist them through the Employee and Family Assistant Program (EFAP). No employee who discloses a Dependency prior to breaching this Policy will be disciplined because of the individual's disclosure or their involvement in a rehabilitation effort.

If an employee or worker uses drugs or Alcohol in breach of this Policy without first disclosing their use to the Human Resources Department, or a Supervisor, they may be subject to discipline up to and including termination of employment.

5. Use of Medical Cannabis, Prescription Drugs or Non-Prescription Drugs

The FVRD acknowledges that some individuals use Prescription Drugs to manage medical conditions. The FVRD also acknowledges that some individuals use Medical Cannabis pursuant to an authorization granted by Health Canada and in accordance with a medical authorization provided by their treating physician. Individuals who use Prescription Drugs or who are authorized to use Medical Cannabis are required to be fit for work when they report to work and cannot be impaired by their use of Prescription Drugs or Cannabis. Impairment may consist of, without limitation, side effects that adversely affect judgement, coordination or other senses, including those that may cause drowsiness, inattentiveness or dizziness.

Medical Cannabis is being consumed or used could have a negative impact on their ability to safely and proficiently carry out their duties. Individuals who know or ought reasonably to know that their use of Prescription Drugs or Medical Cannabis may have an adverse impact on their ability to safely or effectively perform their duties must disclose this fact to the FVRD.

In all cases, the FVRD may request further medical information from the individual's treating health care practitioner(s) to substantiate their stated need to consume Prescription Drugs, Non-Prescription Drugs, or Medical Cannabis including, without limitation, confirmation that the use of the Drugs or Medical Cannabis is required to manage or treat a disability, information about dosages, frequency, manner of delivery, and whether consumption will affect the individual's ability to safely and competently perform their duties.

Individuals who are in violation of these rules and regulations shall be subject to discipline up to and including termination of employment.

6. *Human Rights Code*

The FVRD acknowledges its obligations to accommodate employees with disabilities and will also support the rehabilitation and return to work of employees who may have substance abuse disorders in accordance with its obligations under the *Human Rights Code*. Employees who believe they may have a drug or Alcohol dependency are expected to seek assistance before their job performance is affected and violations of this Policy occur. The FVRD encourages employees who believe they may have a drug or Alcohol dependency to make use of benefits that the FVRD makes available to them.

Any accommodation of this Policy that are required by employees with disabilities will be considered on a case by case basis.

V. POLICY VIOLATIONS

Violations of the Policy are considered serious and are strictly prohibited. Failure to comply with any part of this Policy may result in disciplinary action, up to and including termination of employment.

The appropriate corrective action in all cases depends on the nature of the violation and the circumstances. Some violations are considered sufficiently serious that dismissal may be warranted on a first occurrence. Examples include but are not limited to:

- a) trafficking in or possession of Illicit Drugs; and
- b) consumption of Cannabis, Illicit Drugs, Alcohol or other impairing substances while working or carrying out employment duties, including when driving operating FVRD vehicles or equipment.

VI. DETERMINATION OF FITNESS FOR DUTY: PROCEDURES

1. Duty to Report

Employees must report to a Supervisor if they do not feel fit for work or if they have a reasonable suspicion to believe a co-worker is not fit for work.

Being fit for work may include but is not limited to:

- a) being emotionally distressed or distraught;

- b) having a physical injury that impairs the employee's ability to perform their regular duties;
- c) impairment, including from Alcohol, Cannabis, Prescription Drugs, Non-Prescription Drugs, or Illicit Drugs.

2. Duty to Inquire

If a Supervisor receives word or reasonably suspects an employee is not fit for work, including due to impairment by drugs or alcohol, they have a duty to meet with that employee to determine whether or not they are fit for work. A reasonable suspicion is one based on objective and articulated facts sufficient to lead a Supervisor to reasonably conclude the employee may not be in a state to safely and effectively perform his or her duties. Human Resources may become involved at this stage to assist when deemed necessary or appropriate to do so.

In order to remove any doubt as to what was observed or how the employee was acting, or in the event that an employee disputes a Supervisor's determination that the employee may not be fit for work, the Supervisor shall request another Supervisor, a representative from Human Resources or other representative attend and observe. If the circumstances may reasonably lead to discipline, ask a union representative to attend the investigation meeting.

Supervisors should commence the interview by advising the employee that her/his behaviour has led to a concern that the employee may not be fit for work. The Supervisor should then ask the employee questions which will enable the Supervisor to make a determination as to the employee's fitness for work. Where the concern is impairment due to the effect of Alcohol or drugs, the Supervisor should look for indicators of such impairment.

The FVRD is aware that Supervisors and employees are not trained physicians or specialists in detecting impairment. However, the following non-exhaustive list of symptoms may form the basis for a reasonable suspicion that an employee is impaired/or not fit for work:

- slurred speech;
- disorientation;
- odour of intoxicants on person;
- unsteady gait or unusual body movements, poor balance, poor coordination;
- glassy or red eyes;
- drowsiness;
- euphoria;
- mood swings;
- inattentiveness;
- unusually loud and/or argumentative;
- excitement or confusion;
- irritability;
- aggressiveness or anger;
- diminished cognitive or motor skills;
- uncharacteristic behaviours; and

- deterioration of job performance such as sporadic work pace, neglect of details, increase in mistakes, difficulty recalling instructions, inability to perform tasks in routine manner.

NOTE: The above symptoms may be as a result of the effects of alcohol, drugs, or other substances, medication, or fatigue, which are all potential sources of impairment.

Based on the circumstances of each case, where it is determined an employee is not fit for work, a Supervisor (with the assistance of Human Resources, depending on the circumstances), may do one or more of the following, without limiting other reasonable options that may be available:

- a) ask the employee to provide relevant medical information;
- b) for less serious instances, direct the employee to perform modified duties until they provide documentation supporting a return to regular duties. For example, a reception employee who is visibly distressed due to a personal matter may be temporarily reassigned to administration duties that don't require dealing with the public;
- c) for more serious instances, relieve the employee of their duties, send them home (or arrange for safe transportation, which is mandatory in all cases where you reasonably suspect impairment) and direct them to seek medical attention where an employee presents signs of impairment or discloses they are unable to perform their duties due to, but no limited to:
 - i. the use of Prescription or Non-Prescription Drugs, Cannabis, Alcohol, and/or Illicit Drugs;
 - ii. a physical or mental disability;
 - iii. an infectious illness or disease (eg; flu, rash);
- d) place the employee on leave until they provide sufficient medical documentation to support a safe return to work;
- e) call 911 if the employee is in crisis or if there is an emergency. Supervisors must alert the Policy about incidents involving impaired operation of a vehicle; and/or
- f) offering a referral to the EFAP/and or treatment in a case where you reasonably suspect the employee has a substance dependency or where the employee states they may have a dependency.

In some cases, further investigation may be required. If so, advise the employee the FVRD will be continuing an investigation into the matter. If the employee is to be suspended while the investigation is ongoing, advise the employee of that fact and whether the suspension is with or without pay.

3. Duty to Provide Information and Cooperate

Employees have a duty to cooperate with Supervisors and/or Human Resources during any interviews and/or investigations into whether they are fit for work.

At any time during the application of this Policy, employees may be asked to provide detailed medical information such as a doctor's note indicating, without limitation:

- a) whether or not they are fit and able to perform their regular duties;
- b) the employee's medical restrictions or limitations affecting their ability to attend at work or perform their regular duties; and/or
- c) the duration of the impairment, disability or illness.

If requested, it is an implied term of the employment relationship that employees must cooperate with the FVRD to obtain from their treating medical practitioner the information the FVRD needs in order to determine any accommodation needed based on the specific medical restriction or limitation they have.

For example, if an employee is impaired at work due to the effects of Medical Cannabis, the FVRD may require the employee to produce documentation confirming the employee is authorized to consume Medical Cannabis, that the use and consumption of Medical Cannabis is to treat or manage a disability, and information about dosages, frequency, manner of delivery, and whether consumption will affect the employee's ability to safely perform their duties.

4. Preparation of a Report

After the conclusion of the inquiry/investigation into an employee's fitness for work, the Supervisor shall prepare and submit a confidential written report to the Director of the department and to the Human Resources Department within two working days.

The written report shall include:

- a) specific facts and observations that suggested lack of fitness for work, For example, in cases of impairment, the Supervisor should list the symptoms that led the Supervisor to conclude the employee was impaired, as well as any statements or admissions the employee made;
- b) the degree and nature of danger posed from the incident;
- c) names and witnesses and their written statements concerning the incident;
- d) any relevant information including but not limited to the employee's length of service and record of disciplinary action, if any, in the employee's file.

The Director of the department or designate(s), upon receiving the report, shall take further appropriate action as quickly as possible in consultation with the Human Resources Department.

VII. SUPPORT FOR SUBSTANCE DEPENDENCY

The FVRD recognizes that alcohol, drug, and other substance Dependency:

- a) may develop for a variety of reasons;
- b) may develop over a lengthy period of time;
- c) may have a significant impact upon an individual's life and the ability to carry out work safely and effectively;
- d) is a disease that may be characterized by denial of the disease by those who suffer from it; and
- e) can be successfully treated.

The FVRD encourages employees with alcohol, drug, or other substance Dependencies to assume ownership of gaining control over their Dependency. Accordingly, employees suffering from alcohol, drug, and other substances Dependencies are encouraged to seek help and treatment in overcoming them. The objective will be to provide the employee with the opportunity and support necessary to achieve full recovery and therefore successful return to work with their full range of duties and responsibilities.

The FVRD will provide:

- a) referral(s) to appropriate substance abuse professionals specializing in substance abuse assessment, treatment, and recovery programs;
- b) the cost of an assessment conducted by a substance abuse professional;
- c) appropriate time off work in accordance with the Collective Agreement and Exempt Employment Agreement;
- d) recognition of any periods of treatment as periods of sick leave absence, as with any other forms of ill health;
- e) when required, an appropriate graduated return to work program or modification of duties in consultation with the employee's Supervisor, Human Resources, and treating substance abuse professional and/or physician; and
- f) the same care and consideration to employees with substance Dependency problems as it does to the employees having other health problems.

FVRD employees will be responsible for the cost of their treatment that is not covered by the provincial health plan or the FVRD's benefit plans. The FVRD may, in its own discretion on a case by case basis, provide financial assistance to an FVRD employee through a loan or other arrangements.

Employees who seek counseling and/or rehabilitation assistance on their own through the FVRD EFAP may not, on that account alone, be subjected to disciplinary action. However, should this assistance be sought after an investigation of work performance problems related to alcohol, drug or other substance use has begun, such action will not stop the investigation nor preclude disciplinary action from proceeding.

VIII. CONFIDENTIALITY

The FVRD will respect the privacy rights of its employees. Personal information will not be disclosed unless:

- a) express consent do to so has been given by the individual;
- b) it is legally required to be disclosed;
- c) disclosure is warranted in order to ensure the safety and security of the workplace, the individual, or others;
- d) to implement and manage the employment relationship and this Policy. For example, this may include disclosure of employee personal information by a Supervisor to Human Resources in order to obtain assistance with an investigation, seek advice and/or to enable an assessment of reasonable accommodation; and/or
- e) the information is otherwise authorized to be disclosed pursuant to the *Freedom of Information and Protection of Privacy Act*.



Joint Respectful Workplace Policy

The Fraser Valley Regional District adopted a Discrimination and Harassment Prevention Policy on March 26, 2002.

In addition to that policy, the Employer and the Union recognize the right of all personnel to be treated fairly and respectfully in a workplace free of personal harassment. The Employer and the Union do not support, condone, nor tolerate any form of harassment in any Fraser Valley Regional District workplace.

Every Employee (whether exempt, bargaining unit, contractor or volunteer) is responsible for their part in contributing to a positive and productive work environment where mutual respect, cooperation and understanding are the goal.

Personal harassment shall be generally defined as:

- (a) Any behavior which denies individuals their dignity and respect, and;
- (b) Is offensive, intimidating or humiliating to any individual.

Personal harassment also consists of threats against, swearing or yelling at, belittling of or generally being disrespectful of any other employee in the workplace as such conduct creates a hostile or offensive work environment.

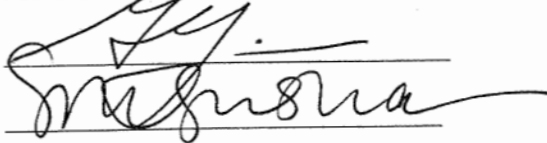
It is understood that exercising managerial/supervisory rights and responsibilities in good faith and in a reasonable manner does not constitute harassment.

Complaints of personal harassment shall be referred to the Director of Corporate Administration (or their designate) and shall be investigated and dealt with as expeditiously and confidentially as possible. Any affected bargaining unit employee is entitled to Union representation at any stage during the complaint process. Should any complaint remain unresolved, the employee may initiate a step three grievance in accordance with the collective agreement.

The parties agree that this joint policy shall be posted in all Fraser Valley Regional District workplaces to ensure that all employees are aware of it.

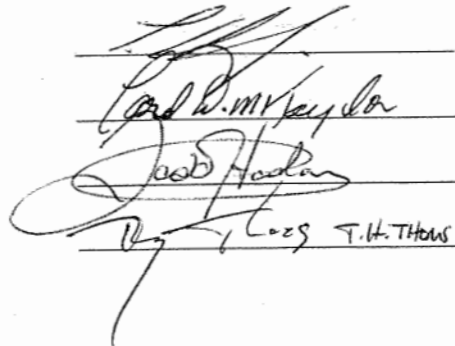
Dated: June 28th/2004

For the Employer:



Dated: June 25th/2004

For the Union:





Policy #	
Issued	April 29, 2022
Amended	

ANTI-RACIAL DISCRIMINATION AND ANTI-RACISM POLICY

INTRODUCTION

The Fraser Valley Regional District recognizes the diversity in our communities and believes that all members of our communities, including, but not limited to, residents, elected officials, employees, volunteers and visitors of colour and Indigenous Peoples have the right to live, work, do business and play in an environment that supports and asserts their fundamental rights, personal worth and human dignity.

PURPOSE

This policy is intended to demonstrate the Fraser Valley Regional District’s commitment to conducting the day-to-day operations and governance in an anti-discriminatory and anti-racist manner and environment.

The implementation of this policy is a public commitment that the FVRD will continue to make best efforts to ensure that all who work and interact with the FVRD are able to do so in an environment and manner free of racism and racial discrimination.

The FVRD is further committed to respecting and upholding the vision and principles of British Columbia’s Human Rights Code and the implementation of the Calls to Action of the Truth and Reconciliation Commission.

PRINCIPLES

The Fraser Valley Regional District:

- » acknowledges and recognizes the existence in our community of racism in all its forms;
- » is committed to breaking down barriers, deconstructing biases and fostering and promoting an inclusive, respectful, and welcoming environment for all, one that is free from racial discrimination and racism; and,
- » acknowledges its role and responsibility in protecting every person’s right to be free from racial discrimination and racism.

SCOPE

This policy applies to all employees, elected officials, contractors, volunteers, and students working or volunteering for the Fraser Valley Regional District or providing professional services to it. This policy applies to the interpretation and application of current and new bylaws, regulations, policies, procedures, contracts, procurements and activities carried out by the FVRD, all of which will be required to comply with the principles and particular requirements specified within this policy. The scope of this policy includes all aspects of the FVRD’s activities, including its working environment, procurement, services, meetings and various public events. In addition, this scope will include

ongoing relationships with individuals, businesses, community groups and contractors as well as with other local governments and public and private bodies.

The FVRD is further committed to respecting and upholding the vision and principles of British Columbia's Human Rights Code and the implementation of the Calls to Action of the Truth and Reconciliation Commission.

ROLES AND RESPONSIBILITIES

BOARD OF DIRECTORS:

FVRD Board Members will take leadership to model inclusive behaviour and language and not participate in racist or racially discriminatory conduct. They will support, promote and foster the principles of this policy in all their work and interactions and report any incidents of racial discrimination to the Chief Administrative Officer ("CAO") or the Chair of the Board. Board Members will cooperate and participate in good faith in any investigation under this policy and maintain the confidentiality of all involved in a complaint under this policy.

MANAGEMENT:

FVRD Management will ensure the principles of this policy are reflected in the execution of their duties, operational policies and practices. Management will model inclusive behaviour and language and not participate in racist or racially discriminatory conduct.

FVRD's Administration will include this policy in the training of FVRD board members at the beginning of each term of office and provide refresher training annually thereafter. All employees, volunteers, and contractors will be provided with this policy at the commencement of their work with the Regional District.

Management will report incidents of racial discrimination or racism experienced or witnessed immediately to a supervisor, the Chief Administrative Officer ("CAO") or the Chair of the Board. Management will listen to any complaint, treating it sensitively, seriously and confidentially. Management will ensure this policy is reviewed at least every two years for effectiveness. When appropriate and required, management will provide an investigation of any allegation or appoint a third party to investigate when appropriate. The outcome of such an investigation may include education, training, or disciplinary action, depending on the findings.

The Chief Administrative Officer ("CAO") is responsible for the implementation and administration of this policy.

EMPLOYEES, VOLUNTEERS AND CONTRACTORS:

Employees, officers, volunteers, and contractors must not engage in racial discrimination or racism and must behave in an inclusive manner. They will report incidents of racial discrimination or racism experienced or witnessed immediately to a supervisor or the CAO. They will maintain the confidentiality of all involved in a complaint under this policy and cooperate and participate in good faith in any investigation under this policy.

COMPLAINT PROCESS

All members of the Board, management, employees, volunteers and contractors of the Fraser Valley Regional District have a responsibility to treat all complaints under this policy seriously and to investigate all complaints of racism and racial discrimination pursuant to the complaint procedure set out in the FVRD's Code of Conduct.

Complainants have a right to:

- » make a complaint and receive a copy of the complaint;
- » be informed of the status and progress of the investigation;
- » be informed of a summary of the results of the investigation in writing, including a summary of corrective action that has or will be taken as a result of the investigation;
- » not be subject to retaliation; and
- » withdraw a complaint at any time during the procedure; however, depending upon the nature and severity of the allegations, the CAO or Chair of the Board may determine that an investigation is required, and the process will continue despite the withdrawal.
- »

Respondents have the right to:

- » be informed that a complaint has been filed;
- » be informed of the status and progress of the investigation;
- » have the allegations provided to any independent investigator;
- » be informed of the allegations against them and be provided an opportunity to respond; and
- » be informed of a summary of the results of the investigation in writing.
- »

Bystanders have:

- » the right to not be subject to retaliation because they have participated as a witness; and
- » a responsibility to meet with the investigator and to cooperate in good faith with all those responsible for the investigation of the complaint

The Investigator shall:

- » be someone with expertise regarding investigations;
- » ensure the Respondent is informed of the allegations and all parties involved have been informed of their rights and responsibilities;
- » interview the parties concerned and any witnesses and collect all pertinent information; and
- » recommend a mediation process where appropriate, prepare a written report and ensure the investigation is completed in a timely and confidential matter

REMEDIES

Any individual covered by this policy who is found to have engaged in, or known about and took no action to report or stop racial discrimination or racist behaviour contrary to this policy may be subject to appropriate action depending upon the severity of the misconduct. The range of appropriate remedy may include, but is not limited to, the following:

IN THE CASE OF AN OFFICER OR EMPLOYEE:

- » Oral and/or written apology from the Respondent and/or the Fraser Valley Regional District
- » Any administrative change that is appropriate (changes to reporting structure or work assignments, job site or position transfer, no contact requirement)
- » Coaching, Counselling, Training or education

- » Re-orientation to this Policy and its purpose
- » Discipline up to and including termination of employment for just cause

Termination of contract for service or of a volunteer opportunity

In the case of an elected official, sanction by Council (including but not limited to censure, removal from appointments, referral to policy or legal action).

If the Respondent is not covered by this policy, the Fraser Valley Regional District will take any and all steps reasonable and necessary to remedy the substantiated complaint to protect the Complainant from future harm.

UNSUSTAINED COMPLAINTS

If an investigator finds insufficient evidence to support the Complainant's allegation, the investigator will submit that finding. There will be no records of the complaint on the Respondent's file, and there will be no sanction to anyone concerning the incident. A finding of no evidence is a simple reflection of the absence of evidence and nothing more.

NO REPRISALS OR RETALIATION

Any reprisal or retaliatory action that is related, in any way, to the circumstances noted above against a Complainant (or person closely related to or associated with the Complainant), Bystander, Respondent, elected official, or employee responsible for implementing this policy will not be tolerated.

Any individual covered by this policy who is found to have engaged in any reprisal or retaliation in violation of this policy will be subject to appropriate disciplinary action. This action may include termination of employment for just cause, termination of a contract for service, or of a volunteer opportunity, or legal action.

Any elected official covered by this policy who is found to have engaged in any reprisal or retaliation in violation of this policy will be subject to Council consideration of appropriate sanctions, which may include censure, removal from appointments, referral to police, or legal action.

VEXATIOUS ALLEGATIONS AND COMPLAINTS

Any individual covered by this policy who makes an allegation or complaint under this policy that is subsequently found to have been made in a deliberately vexatious or malicious manner or otherwise to have been made in bad faith will be subject to the appropriate action which may include termination of employment for just cause, termination of a contract for service or of a volunteer opportunity, or legal action.

LIMITATIONS

This policy articulates the position of the Fraser Valley Regional District and demonstrates its support and commitment to an environment that is free of racial discrimination and racism. It is not intended to supersede or supplant the other processes available to individuals or groups wishing to pursue avenues of formal complaint or redress under other FVRD policies.

ACKNOWLEDGMENT

I ACKNOWLEDGE that I have received a copy of the Fraser Valley Regional District's Anti-Racial Discrimination and Anti-Racism Policy, that I have read and received training on it and fully understand the rights, duties and procedures contained in it.

I UNDERSTAND that the FVRD may change, withdraw or add, rules, duties or practices described in the Anti-Racial Discrimination and Anti-Racism Policy from time to time in its sole discretion without prior notice to me, provided that the FVRD advises me within a reasonable period of time.

I ACKNOWLEDGE that I have had an opportunity to discuss the content of the Anti-Racial Discrimination and Anti-Racism Policy with my immediate supervisor, Human Resources representative or the CAO.

I AGREE to abide by the FVRD's Anti-Racial Discrimination and Anti-Racism Policy and I understand that such compliance is a condition of my duties, responsibilities and obligations. I also understand that non-adherence to the FVRD's Anti-Racial Discrimination and Anti-Racism Policy or other rules may result in disciplinary action up to and including termination of employment or the consideration of appropriate sanctions, which may include censure, removal from appointments, referral to police or legal action

X

SIGNATURE OF INDIVIDUAL

PRINTED NAME

DATE

APPENDIX A GLOSSARY OF TERMS¹

Barrier – An overt or covert obstacle which must be overcome for equality and progress to be possible.

Bias – A subjective opinion, preference, prejudice, or inclination, often formed without reasonable justification, which influences the ability of an individual or group to evaluate a particular situation objectively or accurately.

Cultural Racism - The full adoption by an individual or group of the culture, values and patterns of a different social, religious, linguistic or national ethos, resulting in the diminution or elimination of attitudinal and behavioural characteristics of the original individual or group. Can be voluntary or forced.

Discrimination - Means the differential treatment of an individual or group, on the basis of prejudice, stereotypes or the Prohibited Grounds of Discrimination set out in provincial human rights legislation. Discrimination may be intentional or unintentional, conscious or unconscious. Discrimination can result in one individual or group having an advantage over another and can cause an individual or group to be excluded from activities which they ought to have the right to be included in.

Diversity - A term used to encompass the acceptance and respect of various dimensions including race, gender, sexual orientation, ethnicity, socio-economic status, religious beliefs, age, physical abilities, political beliefs, or other ideologies.

Environmental Racism - A systemic form of racism in which toxic wastes and dangerous and toxic facilities are located into or near marginalized communities, such as People of Colour, Indigenous Peoples, working class, and poor communities, often causing chronic illness and change in their lifestyle due to pollution of lands, air and waterways.

Inclusive Language / Inclusion - The deliberate selection of vocabulary that avoids explicit or implicit exclusion of particular groups and that avoids the use of false generic terms, usually with reference to gender. Making diverse members of society or an organization feel valued and respected.

Indigenous Peoples – Means the communities, peoples, and nations that have a historical continuity with pre-invasion, pre-settler, or pre-colonial societies that developed on their territories, as distinct from the other societies now prevailing on those territories (or parts of them). The original inhabitants of Canada who lived here for millennia before explorers arrived from Europe.

Individual Racism - Racist assumptions, beliefs and behaviours that stem from conscious and unconscious personal prejudice.

Institutional Racism (Systemic Discrimination) - The institutionalization of discrimination through policies and practices which may appear neutral on the surface but which have an exclusionary impact on particular groups. This occurs in institutions and organizations, including government, where the policies, practices and procedures (e.g. employment systems – job requirements, hiring practices, promotion procedures, etc.) exclude and/or act as barriers to racialized groups.

People of Colour - Non-White racial or ethnic groups; generally used by racialized peoples as an alternative to the term “visible minority.” The word is not used to refer to Indigenous peoples, as they are considered distinct societies under the Canadian Constitution. When including Indigenous peoples, it is correct to say “people of colour and Indigenous peoples.”

Prohibited Grounds of Discrimination - Race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity, gender expression, age of a person or class of persons.

Racial Discrimination – Means any distinction, exclusion, restriction or preference based on race, colour, descent, or national or ethnic origin, which nullifies or impairs the recognition, enjoyment or exercise of human rights and fundamental freedoms in the political, economic, social, cultural or any other field of public life.

Racism - A belief that one group is superior to others performed through any individual action, or institutional practice which treats people differently because of their colour or ethnicity. This distinction is often used to justify discrimination. There are many types of racism: Institutional, Systemic, and Individual.

¹ The Canadian Race Relations Foundation maintains a glossary with definitions of key concepts relevant to race relations, the promotion of Canadian identity, belonging and the mutuality of citizenship rights and responsibilities. <https://www.crrf-fcrr.ca/en/resources/glossary-a-terms-en-gb-1>



FRASER VALLEY REGIONAL DISTRICT POLICIES AND PROCEDURES

POLICY:

CODE OF CONDUCT

Date Issued: December 2004

Date Amended: August 2006

INTRODUCTION

The Fraser Valley Regional District believes that the highest standards of conduct among its employees and volunteers are essential to maintain and enhance the public's trust and confidence and we acknowledge that it is often public perception that is the measurement.

It is incumbent upon all staff to conduct themselves in a manner that will not cause any negative reflection on themselves as individuals or on the Fraser Valley Regional District as an organization.

The requirement to comply with these standards of conduct is a condition of employment. Employees who fail to comply with these standards may be subject to disciplinary action up to and including dismissal. Frivolous &/or vexatious complaints made under this policy can lead to discipline.

CONFLICT OF INTEREST

Employees are to avoid situations that would result in, or give the appearance of, a conflict of interest between personal interests and the interest of the Fraser Valley Regional District where personal gain could be affected by knowledge or position.

Employees must not, therefore, acquire an interest in, be employed by, or affiliated with, organizations doing business with the Fraser Valley Regional District where personal gain could be realized by knowledge or position

Employees will not make use of any Fraser Valley Regional District information to obtain advantage, nor will they engage in malicious or frivolous discussion of Fraser Valley Regional District information or personnel.

Upon appointment to the Fraser Valley Regional District and thereafter, employees must arrange their personal affairs in a manner that will prevent conflicts of interest, or the perception of conflicts of interest, from arising. All employees are to disclose circumstances that they believe may constitute a conflict of interest to their Manager/ Director and the Administrator, as soon as possible when a situation arises.

Employees are to disqualify themselves as participants in personnel decisions (i.e. staffing actions) when their objectivity would be compromised for any reason, or a benefit or perceived benefit could accrue to them.

CODE OF CONDUCT

COMPROMISING SITUATIONS

Employees must not place themselves in situations where they could be obligated to any person who might benefit or seek to gain consideration or favour from the Fraser Valley Regional District. The honesty and impartiality of employees must be above reproach.

Employees, when performing their official duties, may not give preferential treatment to relatives or friends or to any organization in which they or their relatives have an interest, financial or otherwise.

Every employee attending an event, during or outside of regular business hours, that is substantially paid for by an organization doing business with the Fraser Valley Regional District must pre-approve attendance with their Manager/Director.

GIFTS, FAVOURS or HOSPITALITY

Fraser Valley Regional District wishes to foster positive relationships between our staff and the companies and organizations with which we do business. However, FRVD staff must maintain an arms length relationship, and never enter into what is, or appears to be, a conflict of interest. It is understood that receiving gifts or favours may be part of normal business dealings, however, there are boundaries on what is considered to be acceptable. Managers/Directors shall use the following criteria in evaluating the acceptability of gifts, favours or hospitality:

- the gift, favour or hospitality, if publicized, would not create embarrassment to either party
- the gift, favour or hospitality serves to foster relationships between the companies, as opposed to relationships between individuals; and
- there is no expectation of reciprocity, and no danger that the gift, favour or hospitality could lead to changes in judgment with respect to a particular company or organization.

Where a gift, favour or hospitality has been received, the recipient must provide their Manager/Director, as soon as reasonably practicable, a disclosure statement including:

- the nature of the gift or benefit,
- its source, including the name of the person and the name and address of the corporation,
- when it was received, and
- the circumstances under which it was given and accepted

The overriding concern is that disclosure is made and that approval is received. Where prior approval is not possible, then the employee shall disclose the details to his/her Manager/Director the next working day.

WORKPLACE BEHAVIOUR

The conduct and language of Fraser Valley Regional District employees must meet acceptable social standards and must contribute to a positive work environment. An employee's conduct must not compromise the reputation or integrity of the FVRD.

CODE OF CONDUCT

All employees have the right to expect, and the responsibility to create a workplace where they and other employees are safe. Violence and threats in the workplace are unacceptable and will not be tolerated, and must be immediately addressed.

Employees are to treat each other in the workplace with respect and dignity and must not engage in discrimination or harassment based on any of the prohibited grounds covered by the *Human Rights Code* (race, colour, ancestry, place of origin, political belief, religion, sex, sexual orientation, age, record of conviction for an offence unrelated to the individual's employment, marital status, physical disability, mental disability, and family status). For further information refer to the Fraser Valley Regional District *Discrimination and Harassment Prevention and Joint Respectful Workplace Policies*.

Respect for fellow workers extends to making compromises (i.e. not wearing perfumed products) where necessary for the comfort and well-being of others.

Workplace dress must meet acceptable social, professional and safety standards and be appropriate for the specific job.

BUSINESS TRANSACTIONS

Fraser Valley Regional District property, including corporate credit cards, facilities, vehicles and equipment, and corporate work time, is to be used for conducting the business of Fraser Valley Regional District and not for the personal interests of an individual.

E-MAIL AND INTERNET USE

All staff must use Fraser Valley Regional District's Internet and e-mail systems in a responsible manner. Only e-mail services provided by FVRD may be used on the workstations. E-mail and access to Internet is provided for the purpose of conducting Fraser Valley Regional District business, however, staff may, with the permission of their Manager, use company e-mail or the Internet for personal use on their own time. This must not result in negative publicity, lost productivity or threats to the security of Fraser Valley Regional District's information systems. No employee shall publish, forward or duplicate any material that might cause embarrassment, or harm the interests of the FVRD. Access to online gambling sites and sites that feature pornography, hate literature or any material that may be considered offensive, is forbidden. Fraser Valley Regional District may monitor Internet usage and e-mail communications. An employee, who receives inappropriate material or inadvertently finds themselves in an inappropriate website, should immediately contact the IT Department. For further information refer to the Fraser Valley Regional District *Electronic Communications Use Policy*.

CONFIDENTIALITY

Employees must not disclose information received through their position that is not available to the general public, unless prior authorization is given for its release. Employees who receive or have access to information that is deemed to be confidential must not divulge that information to anyone other than persons who are authorized to receive it. Caution and discretion in handling confidential information extends to disclosure made inside and outside of the workplace and continues to apply after the employment relationship ceases. Employees are expected to use caution and sensitivity when discussing any matters pertaining to their work. Personal information about employees may be

CODE OF CONDUCT

disclosed to others only with the permission of the individual in accordance with the information and privacy legislation.

SERVICE TO THE PUBLIC

Fraser Valley Regional District employees must provide service to the public in a manner that is courteous, professional, equitable, efficient and as effective as possible. Employees must be sensitive and responsive to the changing needs, expectations and rights of a diverse public while respecting the legislative framework within which service to the public is provided.

PUBLIC COMMENTS

Employees are free to comment on public issues but must exercise caution to ensure, that by doing so, they do not jeopardize the perception of impartiality in the performance of their duties. For this reason, care should be taken in making comments or entering into public debate regarding Fraser Valley Regional District policies and issues. Fraser Valley Regional District employees must not use their position to lend weight to the public expression of their personal opinions.

MEDIA RELATIONS

To ensure that accurate and coordinated statements are conveyed to the media when they seek information, any staff receiving a call from the media directly is to indicate that they are not the spokesperson on the file and forward the call to the responsible Senior Manager or the Chief Administrative Officer. If a staff person cannot extricate themselves from the call, it is acceptable to request the list of questions the reporter wishes to ask and call back with the answers as soon as possible, further to direction from the Senior Manager. The Senior Manager will research the issue and provide the Chief Administrative Officer with background information to the inquiry, which the Chief Administrative Officer will forward on the Chairman of the Board or the appropriate elected official for comment. Where there are media requests generated from an emergency incident such as flooding, landslides, or other natural disasters, all calls are to be forwarded to the Emergency Management Coordinator. If the media requests corporate documents, other than items on a public agenda, etc., refer these requests to either the Director of Corporate Administration (FOIPOP Head), or the Administrator.

WORKING RELATIONSHIPS

Employees who are direct relatives or who permanently reside together may not be employed in situations where:

- A reporting relationship exists where one employee has influence, input or decision-making power over the other employee's performance evaluation, salary, special permissions, conditions of work and similar matters; or
- The working relationship affords an opportunity for collusion between the two employees that would have a detrimental effect on the Employer's interest; or

CODE OF CONDUCT

The above restriction on working relationships may be waived provided that the Administrator is satisfied that sufficient safeguards are in place to ensure that the Employer's interests are not compromised.

OUTSIDE REMUNERATION

Employees may enter into another employment relationship (paid or unpaid), carry on a business, receive remuneration from public funds for activities outside their position provided:

- It does not interfere with the performance of their duties as an FVRD employee;
- It does not bring the Fraser Valley Regional District into disrepute;
- It does not represent a conflict of interest
- It does not involve the use of Fraser Valley Regional District premises, services, equipment or supplies
- They do not derive an advantage from their Fraser Valley Regional District employment
- It is not conducted in a way that appears to be on behalf of the Fraser Valley Regional District, or representing the Fraser Valley Regional District's policy or opinion
- They are not in receipt of paid or unpaid leave benefits

ALLEGATIONS OF WRONGDOING

Employees have a duty to report any situation that they believe contravenes the law, misuses public funds or assets, or represents a danger to public health and safety or a significant danger to the environment or company property. Employees can expect such matters to be treated in confidence, unless disclosure of information is authorized or required by law. Employees will not be subject to discipline or reprisal for bringing forward to the Administrator, in good faith, allegations of wrongdoing in accordance with this policy directive.

Employees must also report a safety hazard or unsafe condition or act in accordance with the provisions of the WCB Occupational Health and Safety Regulations.

SUMMARY

If an employee has any questions regarding the meaning of this policy, or if it has application to any activity in which they are presently involved, the employee must seek clarification through their Manager/Director or the Administrator.

It is the responsibility of the employee to disclose to their Manager/Director or the Administrator and resolve all personal situations that may constitute, or, in the public's perception, may appear to constitute, a breach of this code of conduct.