

COLLECTIVE AGREEMENT

between the

**B.C. HOUSING MANAGEMENT COMMISSION
Maintenance/Service Division**

and the

**B.C. GENERAL EMPLOYEES' UNION
(BCGEU)**

Effective from April 1, 2019 to March 31, 2022

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DEFINITIONS

For the purpose of this agreement:

1. "*Aboriginal community government*" means an Indian Band Council duly constituted under the federal *Indian Act* or an aboriginal, or Métis governing body, authorized under the terms of a treaty duly ratified by the provincial and/or federal governments or federal legislated self-government arrangement.
2. "*Arbitration board*" means a single arbitrator or a board of three persons.
3. "*Assembly point*" means the location where an employee is scheduled to report to work.
4. "*Bargaining unit*" is the unit for collective bargaining for which the B.C. General Employees' Union was certified by the Labour Relations Board of British Columbia on July 4, 1963.
5. "*Basic pay*" means the rate of pay negotiated by the parties to this agreement for each classification.
6. "*BCGEU*" means the B.C. General Employees' Union.
7. "*BCHMC*" means British Columbia Housing Management Commission.
8. "*Child*" means a person under the age of majority, for the purposes of Article 15 - Leaves of Absence, and shall be deemed to include a ward of the Director of Child Protection, or a child of a spouse.
9. "*Commission*" means the British Columbia Housing Management Commission.
10. "*Continuous employment*" or "*continuous service*" means uninterrupted employment in the Commission subject to the provisions of Clause 9.2 - Loss of Seniority.
11. "*Day of rest*" in relation to an employee, means a day other than a holiday on which an employee is not ordinarily required to perform the duties of their position. This does not include days that the employee is on leave of absence.
12. "*Days*" means calendar days unless specified otherwise.
13. "*Demotion*" means a change from an employee's position to one with a lower maximum salary.
14. "*Double-time*" means twice the straight-time rate.
15. "*Double-time and one-half*" means two and one-half times the straight-time rate.
16. "*Emergency nature*" means fire, flood, loss of heat, danger to health, life or property.
17. "*Employee*" means a member of the bargaining unit and includes:
 - (a) "*Regular full-time employee*" meaning an employee employed for work which is of a continuous full-time nature.
 - (b) "*Regular part-time employee*" meaning an employee employed for work which is of a continuous part-time nature or on a continuous call-in basis.
 - (c) "*Short-term employee*" meaning an employee hired to cover emergencies, to cover absences of regular full-time and regular part-time employees, or an employee hired for an assignment to last a specified period of time not to extend past eight months from the date of hire unless approval is given by the parties.

"Employee" does not include incumbents of managerial or confidential positions mutually excluded by the parties to this agreement, or by the *Labour Code* of British Columbia.

18. "Employer" means the British Columbia Housing Management Commission.
19. "Field" means all places of work other than the work centre.
20. "Geographic regions" are defined as follows:
 - Lower Mainland
 - Vancouver Island
 - Prince George
 - Prince Rupert
21. "Holiday" means the 24 hour period commencing at 00:01 hours of a day designated as a paid holiday in this agreement.
22. "Hours of operation" are the hours established by the Commission to carry out its functions.
23. "Layoff" is a cessation of employment as a result of a reduction of the amount of work required to be done by the Commission. Employees will be recalled in accordance with Article 18 - Layoff and Recall.
24. "Leave of absence with pay" means to be absent from duty with permission and with pay.
25. "Leave of absence without pay" means to be absent from duty with permission but without pay.
26. "Lieu day" means a day in place of another day with the same number of straight-time hours.
27. "Local" means the bargaining unit.
28. "Mobile employee" means an employee who is regularly assigned work in various locations within a geographic region including: heat treatment workers and maintenance staff.
29. "Overtime" means work performed by an employee in excess or outside of their regularly scheduled hours of work.
30. "Probation" means that period of time to determine an employee's suitability to the job, as specified in Clause 7.6 - Probationary Period.
31. "Promotion" means a change from an employee's position to one with a higher maximum salary level.
32. "Red-circling" means the freezing of an employee's salary (no reduction or increase).
33. "Relocation" means the movement of an employee's residence as necessitated by a transfer or a promotion.
34. "Resignation" means a voluntary notice by the employee that they are terminating their service on a specified date.
35. "Rest period" is a paid interval which is included in the workday and is intended to give the employee an opportunity to have refreshments or a rest.
36. "Seniority" means the length of continuous service as a regular employee of the Commission except for adjustments made as a result of leaves without pay as outlined in Clause 9.2 - Loss of Seniority.

37. "*Shift*" means the period of scheduled straight-time working hours on a scheduled workday where the hours scheduled are consecutive except for the meal period.
38. "*Straight-time rate*" means the hourly rate of remuneration.
39. "*Technological change*" means the introduction of equipment of a different nature and kind than that which was previously used by the Commission in its work or business, which necessitates a change in the employment status of one or more employees.
40. "*Termination*" is the separation of an employee from the Commission for cause.
41. "*Transfer or lateral transfer*" refers to the movement of an employee from one position to another which does not constitute a demotion or promotion.
42. "*Travel status*" with respect to an employee, means travel outside a circle with a radius of 64 kilometers from their normal assembly point on Commission business with the Commission's approval. Travel status does not apply to employees temporarily assigned to a position outside the 64 kilometer range.
43. "*Union*" means the B.C. General Employees' Union.
44. "*Workday*" is a period of 24 consecutive hours commencing with the starting time of any shift.
45. "*Work centre*" means the office or other fixed location assigned to an employee where they report for work.

ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

The purpose of this agreement is to establish, and to secure the full benefits of collective bargaining which will ensure the safety and physical welfare of employees, the efficiency of operations, quality of service and the protection of property. The provisions of this agreement will be carried out by both parties.

1.2 Application of This Agreement

This agreement applies to the employees in the bargaining unit as defined in the certification issued by the Labour Relations Board, dated July 4, 1963.

1.3 No Other Agreement

This agreement represents all the terms and conditions which govern the relations between the Union, the Commission and the employees. No other terms and conditions, expressed or implied, are applicable or enforceable, except where further mutual agreements have been committed to writing by the parties and appended to this agreement.

1.4 Effective Date of Agreement

The provisions of this collective agreement, except where otherwise stated, shall come into full force and effect upon ratification of this agreement.

1.5 Duration of Agreement

This agreement shall be binding and remain in effect to midnight, March 31, 2022.

1.6 Copies of Agreement

- (a) Within one month of ratification, the Union will submit to the Employer a draft for proofing.
- (b) The Employer will submit to the Union all its amendments within one month of receiving the draft from the Union.
- (c) Union will make amendments identified by the Employer and return to the Employer for review and agreement within one month of receiving the amendments from the Employer. The Employer will review and respond within one month.
- (d) Once all amendments have been made to both parties' satisfaction, the final collective agreement will be signed by the Union and the Employer.
- (e) Once signed, the Union will provide the Employer with an editable Word version of the agreement for future bargaining purposes.
- (f) The Union and Employer want employees in the bargaining unit to be familiar with the provisions of this agreement, and their rights and obligations under it. For this reason the Employer shall post a pdf document of the agreement in an accessible area of the company website which employees can print their own copy of at no cost.
- (g) An original, signed copy of the agreement shall be maintained by both the Employer and the Union for reference.

1.7 Terms Used in Agreement

Singular and Plural

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

1.8 Future Legislation Affecting Agreement

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

1.9 No Interruption of Work During Agreement

The Union agrees that there shall be no strike, walkout or other interruption of work by any employee during the period of this collective agreement. The Commission also agrees that there shall be no lockout during the period of this collective agreement.

ARTICLE 2 - MANAGEMENT RECOGNITION AND RIGHTS

2.1 General Provisions

Subject to the provisions of this agreement, all rights, powers and authority are retained solely and exclusively by the Commission and remain without limitation within the rights of Management.

2.2 Specific Provisions

Subject to the provisions of this agreement, for greater certainty, but without limiting the generality of the foregoing, the Commission reserves the sole and exclusive right to operate and manage its affairs and facilities in all respects as it see fit, including the right to hire employees from any source; to direct and schedule its workforce; to promote, demote, transfer and lay off employees; to discipline and dismiss employees for just cause; to determine job content and conduct performance evaluations; assign work; determine qualifications, ability and merit of employees; establish methods, process and means of performing work; to require employees to work overtime; make, establish, publish and enforce reasonable rules and regulations governing the conduct of employees, for the promotion of safety, efficiency and discipline and for the protection of the employees and the Commission's facilities, property, equipment and operations; to determine the number of employees to be employed and the duties to be performed; to purchase supplies, equipment, materials and services from any source; to establish, expand, reduce, alter, consolidate or abolish any position, job classification or department; to create new management and confidential capacity positions which shall be excluded from the bargaining unit; to discontinue, reorganize or combine departments or any branch or unit of operations, with any consequent reduction or other changes in the workforce.

ARTICLE 3 - UNION RECOGNITION AND RIGHTS

3.1 Bargaining Agent Recognition

The Commission recognizes the B.C. General Employees' Union as the exclusive bargaining agent for all employees in the bargaining unit, until notified otherwise by the relevant legislation.

3.2 Bargaining Unit Composition

(a) bargaining unit shall comprise all positions included in the certification issued by the Labour Relations Board, dated July 4, 1963, except as varied by any decision of the Labour Relations Board or by mutual agreement between the Employer and the Union.

(b) When employees are hired, for employment not described within this agreement, and said employees shall be within the unit as described in the certificate of bargaining authority issued to the Union, the position, duties, wage rates and/or any other terms and/or conditions of employment shall be negotiated without delay. The new positions, and/or duties and/or wage rates and/or terms and/or conditions of employment shall be added to this agreement by amendment. If the parties are unable to agree, then the matter may be taken up under Articles 20 - Resolution of Grievances and Article 21 - Arbitration.

3.3 Recognition and Rights of Stewards

(a) The Commission recognizes the Union's right to select stewards to represent employees. The Commission and the Union will agree on the number of stewards, taking into account both operational and geographic considerations.

(b) The Union agrees to provide the Commission with a list of the employees designated as stewards for each jurisdictional area.

(c) A steward shall obtain the permission of their immediate supervisor before leaving their work to perform their duties as a steward. Leave for this purpose shall be without loss of regular straight-time

pay. Such permission shall not be unreasonably withheld. On resuming their normal duties, the steward shall notify their supervisor.

(d) The duties of stewards shall be defined as:

- (1) investigation of complaints by employees whom the steward represents;
- (2) investigation of grievances and assisting any employee whom the steward represents in preparing and presenting a grievance in accordance with the grievance procedure;
- (3) supervision of ballot boxes during ratification votes covering this agreement;
- (4) in their capacity of shop steward, attending meetings called by Management.

3.4 Time Off for Union Business

(a) *Without Pay* - leave of absence without pay and without loss of seniority will be granted:

- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- (2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;
- (3) to employees called by the Union to appear as witnesses before an arbitration board or the body designated by the relevant labour legislation;
- (4) to employees designated to sit as an observer on a selection panel in accordance with Clause 7.5 Union Observer.

(b) *With Pay* - leave of absence with basic pay and without loss of seniority will be granted to three employees who are representatives of the Union to carry on negotiations with the Employer.

(c) To facilitate the administration of this clause when leave without pay is granted, the leave shall be given with basic pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred. Leave of absence granted under this clause shall include sufficient travel time. The Union shall provide the Employer with reasonable notice prior to the commencement of leave under this clause. It is understood that employees granted leave of absence pursuant to this clause shall receive their current rates of pay while on leave of absence with pay. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.

3.5 Right to Refuse to Cross Picket Lines

All employees covered by this agreement shall have the right to refuse to cross a legal picket line arising out of a dispute as defined by the *Labour Code* of British Columbia. Any employee failing to report for duty as a result of such refusal shall be considered to be absent without pay. Failure to cross a legal picket line encountered in carrying out the Commission's business shall not be considered a violation of this agreement nor shall it be grounds for disciplinary action.

3.6 Union Insignia

(a) A union member shall have the right to wear or display on their person the recognized insignia of the Union.

- (b) The Union agrees to furnish the Employer one union shop card for each Employer office which is designated the work centre for one or more employees. This card will be displayed prominently on the premises and will remain the property of the Union to be surrendered upon demand.
- (c) The recognized insignia of the Union shall include the designation "BCGEU". This designation shall, at the employee's option, be placed on documents prepared by a member of the Union. This designation shall be placed below the signatory initials on correspondence.

3.7 Right to Have Steward Present

- (a) An employee shall have the right to have their steward present at any meeting with supervisory personnel which may be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes the supervisor shall notify the employee in advance of the purpose of the interview in order that the employee may contact their steward, providing that this does not result in an undue delay of the appropriate action being taken. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.
- (b) A steward shall have the right to consult with a staff representative of the Union and to have a local union representative present at any meeting with supervisory personnel which is the basis of disciplinary action against the steward providing that this does not result in an undue delay of the appropriate action being taken.

3.8 No Discrimination for Union Activity

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

ARTICLE 4 - UNION SECURITY

4.1 Union Membership

- (a) All employees in the bargaining unit who on July 4, 1963 were members of the Union or thereafter became members of the Union shall, as a condition of continued employment, maintain such membership (subject to the provisions of Section 11 of the *Labour Code* of British Columbia).
- (b) Employees, hired subsequent to the signing of this agreement, and all new employees, shall make application to join the Union within the first 15 days of employment, and shall retain their membership in the Union as a condition of employment.

4.2 Check-off of Union Dues and Assessments

- (a) The Commission shall, upon written authorization, as a condition of employment, deduct from the monthly wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular monthly dues payable to the Union by a member of the Union.
- (b) The Commission shall, upon written authorization, deduct from any employee who is a member of the Union any assessments levied in accordance with the union Constitution and/or Bylaws and owing by the employee to the Union.

- (c) Deductions shall be made biweekly and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.
- (d) All deductions shall be remitted to the President of the Union within 14 days following the last deduction of the month by Electronic Funds Transfer (EFT). The EFT will be submitted by the Employer with an email to direct.deposit@bcgeu.ca including the EFT date and dollar amount. The Commission shall also provide a list of names of those employees from whose salaries such deductions have been made together with the amounts deducted from each employee. The Employer shall make available to the Union, member information submitted with each dues report. This information shall include the following: surname and first name, month to-date dues, job title and classification, employment status (regular full-time or part-time, short-term), employee hire date and geographic region.
- (e) Before the Commission is obliged to deduct any amount under (a) above, the Union must advise the Commission in writing of the amount of its regular monthly dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Commission signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.
- (f) From the date of the signing of this agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Commission from the pay of the employees in the bargaining unit.
- (g) The Commission shall supply each employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1st of the succeeding year.
- (h) The Employer will provide to the Union on a quarterly basis a report of employees who have ceased employment and the *Record of Employment (ROE) Code* used in Block 16 of the ROE form for each of those employees.

4.3 Contracting Out

The Commission agrees not to contract out any work presently performed by employees covered by this agreement, as per Article 8 and Appendix B, which would result in the laying off of such employees, except those works performed under capital maintenance or modernization and improvement programs.

It is agreed by the Employer and the Union that the spirit and intent of this agreement may not limit maintenance employees to those duties, listed in "Appendix B" provided the employee, in the opinion of the Employer, is capable and trained to perform the additional tasks.

The performance of additional duties by an employee in one region shall not prejudice the assignment of similar tasks in another region or by another employee in the same classification in the same region.

ARTICLE 5 - EMPLOYER-UNION RELATIONS

5.1 Union and Commission Representation

No employee or group of employees shall undertake to represent the Union at meetings with the Commission without the proper authorization of the Union. To implement this article the Union shall supply the Commission with the names of employees who are authorized to represent the Union as officers. Similarly, the Commission shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

5.2 Union Representatives

- (a) The Commission agrees that access to its premises will be granted to a union staff representative when dealing or negotiating with the Commission, as well as for the purpose of investigating and assisting in the settlement of a grievance, provided such visits are approved 24 hours in advance by the Commission.
- (b) The union staff representative shall notify Management in advance of their intention and purpose for entering and shall not interfere with the operation of the branch, department or section concerned.
- (c) In order to facilitate the orderly and confidential investigation of grievances, the Commission will provide to union representatives or stewards temporary use of an office or similar facility, where available.

5.3 Correspondence

The Commission agrees that all correspondence between the Commission and the Union related to matters covered by this agreement shall be sent to the President of the Union, or their designate.

5.4 Bulletin Boards

The Employer will provide bulletin board facilities for use by the Union in its home office and each regional office. The Union agrees to post only material relating to the business affairs of the Union.

5.5 Emergency Services

The parties recognize that in the event of a strike or lockout, as defined in the *Labour Code* of British Columbia, situations may arise of an emergency nature. To this end, the Commission and the Union agree to provide services of an emergency nature.

5.6 Labour Management Committee

- (a) There shall be established one labour/management committee composed of members equal in number, represented by the Employer and the Union. The size of this Committee shall be four union representatives and three employer representatives.
- (b) The Committee shall meet at the call of either party at a mutually agreeable time and place. Employees shall not suffer any loss of basic pay for time spent on this Committee.
- (c) An employer representative and a union representative shall alternate in presiding over meetings, and circulating the minutes in a timely fashion.
- (d) The Committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Employer and shall not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions.

The Committee shall have the power to make recommendations to the Union and the Employer on the following general matters:

- (1) reviewing matters, other than grievances, relating to the maintenance of good industrial relations between the parties;
- (2) correcting conditions causing grievances and misunderstanding.

5.7 The Employer and Union to Acquaint New Employees

(a) The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and inform the new employee during the sign on process, where a pdf copy of the agreement can be found on the company website and a new employee shall be advised of the name and location of their steward. Whenever a steward is employed in the same work centre as the new employee, the employee's immediate supervisor will introduce them to their steward. When operational requirements permit, the Employer agrees that a union steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for 15 minutes sometime during the first 30 days of employment for the purpose of acquainting the new employee with the benefits and duties of union membership.

(b) The Employer will provide the name and work location of the new employee to the union Chairperson of the Labour Management Committee on a monthly basis.

ARTICLE 6 - HARASSMENT AND BULLYING IN THE WORKPLACE

6.1 Harassment and Bullying in the Workplace

The Union and the Employer are committed to creating a safe, healthy and rewarding work environment where all individuals are treated with respect and dignity. Employees have the right to work in an environment free from sexual harassment, personal harassment and bullying.

The definitions and procedures in this article address situations that occur between employees in the course of employment.

The Employer also recognizes that harassment also occurs between individuals not under BC Housing's employment. In such circumstances the Employer will address the matter through appropriate measures, including but not limited to WorkSafeBC Regulations, the Residential Tenancy Branch and legal intervention.

6.2 Sexual Harassment

(a) Sexual harassment includes sexually oriented verbal or physical behaviour which an individual would reasonably find to be unwanted or unwelcome, giving consideration to all circumstances and which may detrimentally affect the work environment. Such behaviour could include, but is not limited to:

- (1) touching, patting or other physical contact;
- (2) leering, staring or making sexual gestures;
- (3) demands for sexual favours;
- (4) verbal abuse, intimidation or threats of a sexual nature;
- (5) unwanted sexual invitations;
- (6) physical assault of a sexual nature;
- (7) distribution or display of sexual or offensive pictures or material;
- (8) unwanted questions or comments of a sexual nature;
- (9) practical jokes of a sexual nature.

(b) To constitute sexual harassment, behaviour may be repeated or persistent or may be a single incident.

- (c) Sexual harassment will often, but need not, be accompanied by an expressed or implied threat of reprisal or promise of reward.
- (d) Sexual harassment refers to behaviour initiated by any gender and directed toward members of any sex.
- (e) This definition of sexual harassment is not meant to inhibit normal workplace interactions or relationships based on mutual consent or normal social contact between employees.

6.3 Personal Harassment and Bullying

- (a) Personal harassment and bullying includes verbal or physical behaviour directed at an individual which would reasonably be expected to cause substantial distress in that person, interfere with a worker's performance, serves no legitimate work-related purpose and may adversely affect others. Such behaviour could include but is not limited to:
 - (1) physical threats or intimidation;
 - (2) words, gestures, actions or practical jokes, the natural consequence of which is to humiliate, alarm or abuse another person;
 - (3) distribution or display of offensive pictures or materials;
 - (4) discriminatory behaviour based on a person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, sexual orientation, or gender identity and gender expression or any other prohibited ground of discrimination under the *Human Rights Code* of British Columbia; or
 - (5) harassment or bullying behaviour as described under WorkSafeBC legislation.
- (b) To constitute personal harassment, behaviour may be repeated or persistent or may be a single serious incident.
- (c) Personal harassment does not include actions occasioned through the exercising in good faith of the Employer's supervisory rights and responsibilities or workplace interactions which would reasonably be expected to be within the course of normal acceptable workplace behaviour.

6.4 Complaints Procedures

- (a) An employee who wishes to initiate a complaint arising from alleged sexual harassment, personal harassment or bullying, may request assistance from a supervisor, manager, union steward or union staff representative, at the union's discretion, or human resources representative or other contact person, to informally resolve the matter. If this results in a satisfactory resolution to the complainant the matter will be deemed to be resolved.
- (b) Where the informal process fails to resolve the matter raised in (a) to the complainant's satisfaction, a complainant who wishes to pursue a concern may submit a complaint in writing within six months of the latest alleged occurrence through the Union directly to the Vice-President Human Resources or designate.

The complaint must contain the specific instance(s) and date(s) that the alleged incident(s) occurred and the names of any witnesses.

- (c) An alleged offender shall be given notice of the substance of such a complaint under this clause and shall be given notice of and be entitled to attend, participate in and be represented at any hearing under this clause.
- (d) The Employer's designate shall investigate the complaint and shall submit a report in writing to the Vice-President, Human Resources within 30 days of receipt of the complaint. The Vice-President, Human Resources shall, within 30 days of receipt of the report, take such steps as may be necessary to resolve the issue. The Union, complainant and the respondent shall be apprised of the Vice-President, Human Resources' resolution.
- (e) Both the complainant and the respondent (if they are a member of the Union) shall be given the option of having a steward or a union staff representative, at the union's discretion, present at any meeting held pursuant to the above investigation.
- (f) Pending the results of the investigation, the Vice-President Human Resources, or designate, may take interim measures to separate the employees concerned if deemed necessary.
- (g) If the resolution involves separating employees, reasonable efforts will be made to relocate the respondent. The complainant may agree in writing to be transferred.
- (h) If the matter of the complaint is between an employee and a respondent who is not an employee, it will be addressed through the avenues outlined in Clause 6.1.
- (i) Where the complainant or respondent, in conjunction with the Union, is not satisfied with the Vice-President Human Resources' resolution, they may put the complaint, within 30 days, before a mutually agreed upon, independent adjudicator to review the matter and the adjudicator fees and expenses will be shared by the Employer and the Union. The adjudicator will work with the parties to achieve a mutually acceptable resolution. If this is not achieved, the adjudicator shall have the right to:
- (1) dismiss the complaint;
 - (2) determine the appropriate level of discipline to be applied to the offender when the offender is within the bargaining unit; or
 - (3) make further recommendations as are necessary to provide a final and conclusive settlement of the complaint.
- (j) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer will take appropriate action which may include discipline.
- (k) Disciplinary action taken against the respondent(s) or complainant(s) pursuant to this article, shall not form the basis of a grievance.
- (l) Complaints under this article shall be treated in strict confidence by the complainant, the respondent, the Employer, the Union and witnesses.
- (m) Where the alleged offender is the Vice-President of Human Resources, the complaint shall be filed in writing within six months of the latest alleged occurrence through the Union to the Employer's Chief Executive Officer who will conduct an investigation and issue a proposed resolution within 30 days. Where the proposed resolution is not acceptable, the procedure outlined in (i) above may be followed.
- (n) This article does not preclude an employee from filing a complaint under the *BC Human Rights Code*, however an employee shall not be entitled to duplication of process. An employee making a

complaint of harassment must choose to direct a complaint to either the BC Human Rights Tribunal or to the process specified in this article. In either event, a complaint of harassment shall not form the basis of a grievance.

6.5 Misuse of Managerial/Supervisory Authority

Misuse of managerial/supervisory authority takes place when a person who supervises or is in a position of authority exercises that authority in a manner which serves no legitimate work purpose and which ought reasonably be known to be inappropriate.

Misuse of managerial/supervisory authority does not include action occasioned through the exercise, in good faith, of the Employer's managerial/supervisory rights and responsibilities. Good faith actions - such as assigning work, providing feedback to employees on work performance, and taking reasonable disciplinary action - do not constitute misuse of managerial or supervisory authority.

Complaints under this clause shall be made pursuant to Clause 6.4 - Complaints Procedures. Where the allegation is based on a matter of which another dispute resolution mechanism exists, then this process shall not be utilized.

ARTICLE 7 - EMPLOYMENT POLICY

7.1 Vacancy Postings

Where the Employer decides to fill a bargaining unit vacancy, it will be posted in accordance with this article unless otherwise specifically agreed to by the Union:

- (a) Vacancies for regular full-time or regular part-time positions within the bargaining unit, shall be posted for 10 calendar days prior to the closing date. Such postings shall be advertised electronically throughout the Commission, and a copy sent electronically to the President of the Union, or designate.
- (b) The posting shall contain the following information: nature of posting, qualifications, skills, shift work (where applicable), salary and location (where possible). The posting shall state the area in Metro Vancouver or the municipality if outside of Metro Vancouver.
- (c) The Employer shall proceed with the selection process within 30 days following the closing date of the posting.
- (d) For Building Manager vacancies, the actual location shall be specified. The successful applicant for the job posting shall not be eligible to apply for another job posting for a period of six months from the date of acceptance. Applications received from seniority rated applicants for jobs posted shall have preference over other applicants, providing competency and qualifications are reasonably equal.
- (e) The Employer shall post vacancies that are temporary and that will be for a period of one year or more.
- (f) Positions must be filled within 30 days following the selection of a candidate.

7.2 Appointments

- (a) A vacancy shall be filled on the basis of the applicant's qualifications, ability and experience as required in the specifications set out in the job description for the vacant position.
- (b) Internal applicants shall be given every consideration in respect to the filling of positions.

- (c) Seniority shall be the deciding factor in determining which of the employees within the bargaining unit shall be promoted through job postings, if competency and qualifications of the said employees are reasonably equal.
- (d) The successful applicant for the vacant position shall not be eligible to apply for a further vacancy until they have successfully completed their probationary period in the current position.

7.3 Interview Expense

An employee who applies for a posted position within the Commission who is not on leave of absence without pay and who has been called for an interview shall be granted leave of absence with basic pay and shall have their authorized expenses paid. An employee granted leave under this section shall notify their supervisor as soon as they are notified of their requirement to appear for an interview.

7.4 Job Selection Disputes

- (a) An unsuccessful employee applicant may request an explanation from the Vice-President, Human Resources or designate by telephone of the reasons why they were unsuccessful, and receive an oral explanation.
- (b) If a candidate wishes the reasons in writing, they must request them in writing within five working days of the date they received notification of the decision.
- (c) The Vice-President, Human Resources or designate will reply to the employee within five working days from receipt of the request.
- (d) Where an employee feels they have been aggrieved by the job selection decision of the Employer, the employee may file a grievance in accordance with the grievance procedure as set out in Article 20 - Resolution of Grievances; such a grievance shall be initiated in writing at Step 3 of the grievance procedure within seven working days after the date of receiving of the Vice-President of Human Resources' or their designate's reply.

7.5 Union Observer

The President of the Union or designate may sit as an observer and take and keep their personal, confidential notes on the selection interview for regular positions in the bargaining unit. The observer shall be a disinterested party. Leave for this purpose shall be without pay.

This section shall not apply to employees applying for excluded positions.

7.6 Probationary Period

- (a) All regular employees new to a position for any reason, other than a lateral transfer where there are no changes in job duties, shall be subject to a probationary period of six months full-time employment. A part-time employee on probation may apply for any positions after six calendar months of employment. The probationary period described may be extended by mutual agreement of the parties. Employees on staff on March 15, 1989 shall serve only one probationary period. Staff hired after that date shall serve a new probationary period for each appointment other than a lateral transfer.

Employees new to a position as a result of an employee initiated lateral transfer, where there are minor changes in job duties, may be subjected to a new probationary period of up to three months.

- (b) The Commission may terminate any probationary employee for just cause. The test of just cause for termination shall be a test of suitability of the probationary employee for continued employment in

the position to which they have been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.

(c) Where a newly promoted or transferred employee fails to demonstrate to the Employer the abilities and qualifications necessary for the position, the Commission will, for 60 days, attempt to locate a suitable alternative position within the Commission. Should such a vacancy not be found, or the employee declines the offer, termination will be necessary.

(d) Where an employee feels they have been aggrieved by the decision of the Commission to terminate their employment during the probationary period, they may appeal the decision through the grievance procedures as per Article 20 - Resolution of Grievances of this agreement, starting at Step 2 notwithstanding Clause 20.13 Suspension or Dismissal Grievances.

7.7 Performance Review

Where a formal evaluation of an employee's performance is carried out, the employee shall be given sufficient opportunity to read and review the evaluation. Provision shall be available for an employee to provide for the employee's confirmation that either the employee has read and accepts the evaluation or that the employee disagrees with the evaluation. The employee shall select one of the options provided. No employee may initiate a grievance regarding the contents of an evaluation form unless the employee indicates disagreement with the evaluation. An employee shall have available a copy of this evaluation. The evaluation shall not be changed after an employee has confirmed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedures of this agreement.

7.8 Upgrading Qualifications

(a) The Commission may require an employee to upgrade their skills or qualifications. In such a situation the cost of training and normal living and travel expenses, as laid down in this agreement, will be borne by the Commission.

(b) In order to encourage job-related self-improvement, the Commission may contribute to the cost of educational or training courses at recognized institutions. The degree of financial participation will depend on the value or appropriateness of the proposed course to the employee's present job or to their future growth. In cases where the proposed course is related to their ability to perform their present job, the Commission may subsidize up to 100% of the costs. If the course relates to the employee's future growth and/or promotional prospects within the Commission, up to 100% of the costs may be subsidized.

Any regular employee, who has completed their probationary period, may apply in writing for educational assistance covering enrolment, tuition, examination fees and books, plus travel and living costs where appropriate. Applications for assistance shall be submitted before registering for the course. Normally, reimbursement will be made on evidence of satisfactory completion of the course, although in special cases of financial need, the Commission will consider earlier reimbursement. Requests under this article shall be approved or denied within 30 days.

(c) If an employee voluntarily terminates employment within 18 months of receiving educational assistance, they will be required to repay the amount of the assistance, to a maximum of \$1,000, or 50% of the cost to the Employer, whichever is greater, on a pro rata basis except in the case where the Commission directed the employee to take the educational course.

(d) An education advisory committee shall meet as required throughout the year to review and make recommendations on educational policy and courses. The Committee will be made up of an equal

number of union and employer representatives shall meet no less than three times per year at the request of either party and time spent at meetings will be on the work time. The Employer will determine the overall budget and cost related issues.

7.9 Employer Sponsored Training Courses

Employer sponsored courses may be made available to employees. Selection of course participants shall be made, based on operational requirements and without discrimination and/or penalty.

7.10 Assembly Point

- (a) All employees shall have one location specified as their assembly point. An employee's assembly point can be changed subject to two weeks written notice from the Employer.
- (b) Where an employee works away from their assembly point, they will, at the Commission's option, either travel on the Commission's time or be paid for hours travelled at the overtime rate.
- (c) The provisions of this section shall not apply to employees on travel status.
- (d) Mobile employees' starting and ending points may be an alternate location within 5 kilometres of their normal assembly point, determined by the efficient completion of their work assignments.

7.11 Employee Parking

The Commission will provide parking within a reasonable distance of their work centre for employees required to use a vehicle as a condition of employment.

7.12 Employment Related Legal Action

- (a) Civil Action - the Commission will support an employee where there has not been flagrant or wilful negligence and pay for any judgement against an employee arising out of the performance of their duties. Further, the Commission agrees to pay the legal costs incurred in the proceedings including those of the employee. Where there has been flagrant or wilful negligence on the part of the employee, the Commission may seek indemnity against the employee.
- (b) Criminal Actions - Where an employee is charged with an offence resulting directly from the performance of their duties and is subsequently found not guilty, the employee shall be reimbursed for reasonable legal fees.
- (c) Where an employee is required to defend their professional actions arising out of the proper performance of their duties, in a proceeding before their professional licensing body, the Employer will provide either legal counsel or, at the Employer's option, reimbursement of reasonable legal fees incurred in such defence.
- (d) At the sole discretion of the Employer, the Employer may provide for legal services in the defence of any legal proceedings involving the employee (so long as no real or perceived conflict of interest exists between the Employer and the employee) or pay the reasonable legal fees incurred by an employee of a counsel chosen by the employee.
- (e) In order that the above provisions shall be binding upon the Employer, the employee shall notify the Employer immediately, in writing, of any incident or events which may lead to legal action against them. For purposes of this provision, the time at which the employee shall be deemed to have knowledge of such possible legal action is the earliest of the following:

- (1) when the employee is first approached by any person or organization notifying them of intended legal action against them;
- (2) when the employee themselves retains legal counsel in regard to the incident or course of events;
- (3) where any investigative body or authority first notifies the employee of any investigation or other proceeding which might lead to legal action against the employee;
- (4) when information first becomes known to the employee in the light of which it is a reasonable assumption that the employee would conclude that they might be the object of legal action; or
- (5) when the employee receives notice of any legal proceeding of any nature or kind.

7.13 Transfers Without Postings

- (a) It is understood by the parties that as a general policy employees shall not be required to transfer from one work centre to another against their will. However, the Commission and the Union recognize that in certain cases a transfer may be in the best interests of the Commission and/or the employee. In such cases, an employee will be fully advised in writing of the reason for their transfer.
- (b) Transfers or voluntary demotions may be granted without posting, for:
 - (1) compassionate or medical grounds to regular employees who have completed their probationary period;
 - (2) all employees who have become incapacitated by industrial injury or industrial illness.
 - (3) Employees wishing a transfer under (b)(1) or (b)(2) may submit a request to the Vice-President, Human Resources. It will be considered prior to the filling of an appropriate vacancy.

7.14 Employee Contact

It is the responsibility of the employee to provide the Employer with a current phone number and address.

7.15 Joint Return to Work Committee

The parties agree to maintain a joint union/management committee, which will assist employees who become unable to perform their regular duties due to injury or illness or temporary disablement, to provide reasonable accommodation to return workers back to a productive capacity, including alternate opportunities within the geographic location, taking into consideration operational requirements, employee skill levels, limitations and restrictions and health.

7.16 Uniforms or Special Clothing

- (a) Wearing of employer issue uniforms is compulsory by the employee. Such uniforms shall be maintained in a clean and orderly condition by the employee. All clothing supplied shall remain Commission property.

Rain wear shall be supplied to Groundskeepers, Maintenance Workers, Janitors and Building Managers, including Chargehands and Supervisors. The provision of rain boots and other suitable footwear is the responsibility of the employee and must meet WorkSafeBC Regulation Standards. Reimbursement for such footwear will be in accordance with Clause 22.9(b) Safety Footwear.

In the event the Employer requires any employee to clean/or evacuate a suite that has had a death in it, or a diseased condition in it, the Employer shall provide throwaway protective gloves, smock and shoe covers, to prevent contamination of others.

- (b) Replacement of uniform items shall be issued as required.
- (c) All employees shall be permitted to dress in seasonal uniform clothing taking into consideration geographic climate conditions, providing such clothing is clean and tidy and poses no danger or safety concern to employees.
- (d) A uniform committee, which shall consist of an equal number of union and employer appointees, may make recommendations to the Union and the Employer on uniform allotments, type of uniforms and special clothing.

7.17 Non-Related Duties

Employees shall not be required to perform duties which are not job related to the Commission's business.

7.18 Dismissal for Abandonment of Position

An employee who fails to report for duty for five consecutive workdays without informing the Commission of the reason for their absence will be presumed to have terminated their employment. An employee shall be afforded the opportunity within 10 business days to rebut such presumption and demonstrate that there were reasonable grounds for not having informed the Commission. It is the responsibility of the employees to maintain contact with the Employer.

7.19 Personnel File Access

An employee, or President of the Union, or their designate, in the presence of the employee, shall be entitled to review the employee's personnel file. The employee or the President of the Union, or their designate, as the case may be, shall give the Commission 24 hour notice prior to having access to such files.

7.20 Professional/Certification Fees

An employee shall be entitled to request that the Commission deduct membership dues or other fees from the employee's pay in order to assist the employee maintain a membership in a professional association, a trade certification, or other membership related to their employment.

7.21 Retirement Provisions

(a) Vacation Leave on Retirement

An employee who is scheduled to retire and to receive pension benefits under the Public Service Pension Plan Rules, shall be granted full vacation entitlement for the final calendar year of service.

(b) Retirement Notice Incentive

Early retirement notice provides for continuity of services for clients, more strategic and timely recruitment, improved training and knowledge transfer for new employees and a smoother transition for clients and co-workers.

Employees who provide confirmed notice of retirement 12 months in advance will be provided a \$1,500 lump sum payment within two weeks of commencing retirement on the date provided.

Employees may change their retirement date following providing notice, but will forfeit the retirement notice incentive.

(c) *Pre-Retirement Leave and Allowance*

Upon retirement from service, an employee who has completed 20 years of continuous service, and who under the provisions of the Public Service Pension Plan Rules is entitled to receive pension benefits on retirement, is entitled to an amount equal to their salary for one month, and for each full year of service exceeding 20 years but not exceeding 30 years, is entitled to an additional amount equal to one fifth of their monthly salary. This benefit can be taken as follows:

- (1) As a lump sum payment within two weeks of commencing retirement; or
- (2) If the employee provided 12 months' notice of retirement under (b) above, as an equivalent paid pre-retirement leave of absence to be taken immediately prior to retirement.

If the employee opts to take paid pre-retirement leave, the lump sum payment Retirement Notice Incentive will be reduced by an amount equivalent to the additional employer contributions to their pension plan and benefits package during the paid pre-retirement leave of absence.

ARTICLE 8 - POSITIONS

Employee job descriptions are included in "*Appendix B*" (Part II). Additional position requirements not noted in the job description are listed below by position.

8.1 Maintenance Worker

Performs trades-level duties as required and qualified as described in Memorandum of Understanding #10.

8.2 Maintenance Worker Chargehand

Performs trades-level duties as required and qualified as described in Memorandum of Understanding #10.

8.3 Maintenance Supervisor

Performs trades-level duties as required and qualified as described in Memorandum of Understanding #10.

8.4 Groundskeeper Chargehand

Where required by the Employer shall have a current pesticide certificate and shall perform spraying duties as requested.

8.5 Groundskeeper Supervisor

Where required by the Employer the Groundskeeper Supervisor shall have a current pesticide certificate.

8.6 Building Manager Resident or Non-Resident

- (a) The Building Manager shall conduct one evening security inspection during which all appropriate lockups will be performed, such inspection to be completed between 8 p.m. and 10 p.m.

Building Managers designated to respond to emergency calls outside of their normal shift, to worksites that the Building Manager is not responsible for or that is more than five kilometer distance shall be compensated at the overtime rate as outlined in Clause 12.3(a)(i) Overtime Compensation.

(b) As compensation for living on the job and responding to emergency situations that arise after the Building Manager's normal daytime work period, the Building Manager shall receive a reduced rent as shown in Clause 11.1 Wage Rates.

Building Managers may leave the site after the normal work shift provided they maintain full cellular coverage and are within a one-half hour radius of return for tenant or building issues e.g. investigate whether maintenance must come out, respond to an emergency, etc. For approved educational leave, or other purposes as approved by the Supervisor, the Building Managers may be granted uninterrupted time away from their developments.

(c) It may be necessary for Building Managers to interrupt for an extended period their normal sleeping hours in order to attend to tenant or building situations. In those cases, the Building Manager may delay their normal starting time of work. The Supervisor shall be advised at the earliest opportunity of the delay in starting work.

(d) Building Managers shall not use members of their household to assist in the workload, nor shall the Building Manager be asked to use members of their household.

(e) The Building Manager shall not be required nor expected to enter any areas that are considered as tenant's property when the tenant is not present, unless tenant's written permission is given, or an emergency situation exists, and at all times when entering tenant's property when the tenant is not present employees shall endeavour to have another Commission employee present with them. The said Building Manager shall not be required nor expected to render assistance to any tenant in a suite or other area, that due to a past documented history of tenant behaviour could reasonably be assumed to result in future claims from said tenant, or representatives of said tenant. Where such assistance may be required or appear to be required, the Building Manager shall have the authority to call the police or related public service.

(f) The Building Manager shall not, nor shall be obligated to use the pass key to allow entry of any person to a dwelling except the adult tenant, or in the case where a tenant has been duly notified as per the *Residential Tenancy Act* regarding the maintenance, treatment or Commission required improvements.

(g) Further duties of the Building Manager shall include the authorized removal of abandoned personal effects from a tenant's premises providing inventory is taken jointly by a management representative and the Building Manager. Then the "effects" shall be moved to the satisfaction of the Management, secured by Management, and in such instances the Building Manager or authorized assistant shall not be held responsible for damages or lost items.

(h) In the event a Building Manager is terminated because of retirement, the Employer shall assist in obtaining accommodation within the jurisdiction of the Employer. Accommodation shall be guaranteed to Building Managers who were tenants at the time of employment.

(i) All terms and working conditions contained in the collective agreement shall be enjoyed by the Building Manager except the conditions recited in the following articles:

- (1) Clauses 10.1(e), (f) Annual Hours of Work

(2) Clauses 12.1 Authorization and Application of Overtime, 12.2 Overtime Entitlement

(j) The Building Manager's minor maintenance duties are of such a nature that they will fall within the use of hand tools supplied by the Employer, with the exclusion of part replacement requiring electrical connections.

(k) The Employer shall pay the heating cost of Building Manager suites. Where the Employer is presently paying Hydro for the Building Manager suite, this practice shall cease through attrition, including transferring within the Commission.

8.7 Building Manager (Non-Resident)

(a) The Building Manager (Non-Resident) shall not be required to reside on site.

(b) All terms and working conditions contained in the collective agreement shall be enjoyed by the Building Manager (Non-Resident) except the conditions recited in the following articles:

Clauses 7.10(b) Assembly Point, 8.6(a), 8.6(b), 8.6(c), 8.6(h)

(c) The Employer will provide a list of those developments in which Building Managers (Resident) and Building Managers (Non-Resident) shall be assigned.

8.8 Shift Engineer

Shall have a current 4th Class Power Engineer Certificate.

8.9 Chief Power Engineer

Shall have a current 3rd Class Power Engineer Certificate.

8.10 Position and Salary Determination

(a) *Notice of Changed Positions*

In the event the Employer introduces significant changes to an existing job description within the bargaining unit such that the job description is substantially altered, the Employer shall give written notice to the Union outlining the changes. The wage rate for the altered job shall be subject to negotiations between the Employer and the Union.

(b) If the parties are unable to agree on the rate of pay for the substantially altered job description within 10 days of their first meeting or such other period as agreed to by the parties, the Employer may implement the job description and attach a wage.

(c) The Union may then refer the matter within 30 days to an arbitrator agreed to by the parties who shall determine the new rate of pay.

(d) If the wage rate proposed by the Employer for an altered job description is revised as a result of negotiation or arbitration, the new rate of pay shall become effective on a date agreed upon by the parties or as determined through the arbitration procedure.

ARTICLE 9 - SENIORITY

9.1 Seniority List

The Commission shall maintain a list, by service seniority, showing the classification and seniority date and hire date for each regular employee in a position within the bargaining unit. An up-to-date year end seniority list shall be sent electronically to the President of the Union, or their designate at the end of January each year. Service seniority for part-time employees shall be credited based on one year seniority every 1950 hours worked.

9.2 Loss of Seniority

- (a) Seniority shall continue to accrue for a regular employee on any paid leave of absence granted to the employee by the Employer and for leaves without pay granted by the Employer for periods of 30 calendar days or less.
- (b) A regular employee on a claim recognized by WorkSafeBC shall be credited with service seniority equivalent to what they would have earned had they not been absent and had been able to work.
- (c) A regular employee who is on leave of absence without pay in an elected or appointed position of the Union shall continue to accrue seniority without benefits during the leave period, provided that, upon returning, the employee shall accept the first available position in their original classification, within the geographic region in which their residence is located.
- (d) An employee shall lose their seniority as a regular employee in the event that:
 - (1) they are discharged for just cause;
 - (2) subject to Clause 9.3 - Re-Employment, they voluntarily terminate their employment or abandons their position;
 - (3) they are on layoff for more than one year; or
 - (4) they become a short-term employee except as a result of exercising their rights, in the event of layoff as outlined in Clause 18.1(a)(4)(ii) and (iii) - Layoff and Recall.
- (e) Seniority shall not continue to accrue beyond six months' absence due to illness of an employee.
- (f) Seniority for employees on maternity, pre-adoption and parental leaves is addressed in Clause 24.7 - Entitlements Upon Return to Work.

9.3 Re-Employment

A regular employee who resigns their position and within 60 calendar days is re-employed as a regular employee shall be granted a leave of absence without pay covering those days absent. Effective the date of re employment, they shall accrue seniority as described in Article 9.2(a) Loss of Seniority and shall retain all provisions and rights in relation to other benefits, provided they had not withdrawn their pension benefits.

9.4 Bridging of Service

Upon written application, a regular employee shall be credited with seniority accumulated during previous service with the Commission in accordance with the completion of all of the following:

- (a) The employee's prior decision to resign must have been for the purpose of raising a dependent child or children, or caring for a dependent spouse or parent; and
- (b) The employee must have completed three years' service as a regular employee prior to their decision to resign; and
- (c) The employee must have been re-employed within seven years and must not have been engaged in full-time remunerative employment for any period in excess of six months during that time; and
- (d) The employee must have successfully completed probation; and
- (e) Upon completion of three years' service as a regular employee following re-employment, the employee shall be entitled to vacation years credit as per Article 14 - Annual Vacations to which they would have been entitled had the total of combined periods of employment been unbroken.

ARTICLE 10 - HOURS OF WORK AND WORK SCHEDULES

10.1 Annual Hours of Work

- (a) The annual hours of work exclusive of meal periods but including paid holidays will be 1950 which is equivalent to an average of 37½ hours per week.
- (b) There shall be no payback for shortfall of annual working hours.
- (c) Unless otherwise established by mutual agreement of the Union and the Employer, normal hours of work shall be scheduled between 7:30 a.m. and 5:00 p.m. consisting of five shifts, seven and one-half hours each with two consecutive days off.

This clause 10.1(c) does not include Building Managers.

- (d) For Building Managers, the standard workweek shall consist of five shifts of seven and one half hours during the normal workday, and are deemed on call at times other than the normal workday. The Building Manager shall have two consecutive days off in the workweek. The two consecutive days off shall commence at the end of shift on the fifth day of work and shall be free from employer related obligation and/or duties until the commencement of the shift of the scheduled first day back to work.

Building Manager's activity devoted to maintaining the order and appearance of interior and exterior areas shall normally be conducted during the daytime period of the employee's workweek.

- (e) Groundskeepers in the lower mainland shall work hours other than the standard work shift of 7:30 a.m. to 5:00 p.m. as detailed below:

Taking into consideration operational requirements and seasonal conditions (e.g. effectiveness, client service, scheduling of work, noise bylaw revisions, etc.), the start may be extended beyond or before the above timeframe to any period agreed by the management and staff at the local level.

- (f) Time worked beyond the established hours shall be paid at the overtime rate.

10.2 Work Schedules

- (a) Work schedules and starting and finishing times shall be established and changes made thereto, as required by mutual agreement between the Union and the Employer, within the terms of this agreement. The annual hours of work as specified in Clause 10.1 shall not be changed by such work schedules.

- (b) Shift schedules will be established based on 1950 annual hours that will continue to meet the operating needs of the Heating Plant.
- (c) Shift Engineers and/or Chief Power Engineers on shift work, when required, shall eat their meals at their place of duty while on duty.
- (d) Modified work schedules may be mutually agreed to between the parties on one of the following basis subject to the conditions outlined in (e) below:
- (1) A modified schedule which involves an additional six days, (45 hours) off each calendar year. Employees will be required to work an additional 45 hours to meet annual hours 1950 over the calendar year. These additional hours will be scheduled and taken at the local level by mutual agreement. These additional hours shall not be included as hours worked for the purpose of determining overtime entitlement. The six days shall be scheduled and taken, one every two months. These days shall not be accumulated or carried over.
 - (2) Five day, five day, four day work schedule shall be 14 workdays within a three week period of eight hours and four minutes in duration.
 - (3) Heat Treatment workers will work a modified schedule of nine hours and 23 minutes per day at straight-time rates, on a four day workweek, on a six day per week schedule.
 - (i) Due to the changing requirements of heat treatment/pest control services, schedules may be required to be modified to ensure effective service requirements. Should changes be required, notice will be provided as required in Clause (c)(1).
 - (4) Subject to mutual agreement, other work schedules may be negotiated within a department, branch, region or work centre.
- (e) Subject to Article 2 Management Recognition and Rights, the parties agree to a modified work schedule subject to the following conditions:
- (1) In the event of extenuating circumstances (i.e. introduction of new programs, provincial government restraint programs, extensive absenteeism, etc.). The Employer retains the right to reduce, alter or cancel the modified work schedule for an individual, group of individuals, department or branch. Given such circumstances, the Employer will give at least 21 days notice to the Union of the event leading to the modification of the schedule.
 - (2) To ensure operational requirements are met, the day off may occur any day of the week.
 - (3) In the event of staff shortages caused by illness, vacation or any other operational concerns days off will be rescheduled within the next three week period or two month period in the case of (d)(1) above. In unusual work-related circumstances the time limit may be extended to an eight week period.
 - (4) The Employer expects employees to arrange for leaves under Clause 15.2 - Leave for Medical and Dental Care on their day off. The Employer may reschedule the employee's day off where the employee is unable to make arrangements on the day off.
 - (5) No increased costs to the Employer (e.g. no substitution pay or overtime subject to pre approval by the Regional Manager).
 - (6) No topping up of sick leave from the earned day off.

- (7) No employee will be forced to participate in the modified workweek schedule.
- (8) Vacation entitlement shall be converted to hours.
- (9) Participation will not be allowed where there are insufficient staff to provide coverage for an extended schedule.
- (10) Short-term employees hired for a term of six months or longer may participate.
- (11) The Employer will periodically evaluate the schedule based on:
 - (i) adequacy of service to external and internal customers;
 - (ii) level of absenteeism, staff morale and productivity, etc.;
 - (iii) increased costs to employer related to staffing (e.g. use of temporary staff) or scheduling.

10.3 Rest Periods

All employees shall have two 15 minute rest periods in each work period in excess of six hours, one rest period to be granted before and one after the meal period. Employees working a shift of three and one-half hours but not more than six hours, shall receive one rest period during such a shift. Rest periods shall not begin until one hour after the commencement of work or not later than one hour before either the meal period or the end of the shift. Rest periods shall be taken without loss of pay to the employee.

10.4 Meal Periods

- (a) Meal periods shall be scheduled as close as possible to the middle of the workday or shift.
- (b) Employees who are required to eat their meals at their place of work and are subject to interruption to perform their duties during the meal period, shall have the meal period scheduled with pay within their workday.

10.5 Shift Work

- (a) *Hours*

If shift hours outside of the standard hours defined in Clause 10.1(c) are required by the Commission, the shift pattern, the length of the work or changes made thereto as required, shall be established by mutual agreement between the parties.

- (b) *Identification of Shifts*

- (1) *Day shift* - all hours worked on any shift which starts between 4:30 a.m. and 1:59 p.m. inclusive;
- (2) *Afternoon shift* - all hours worked on any shift which starts between 2:00 p.m. and 8:59 p.m. inclusive;
- (3) *Night shift* - all hours worked on any shift which starts between 9:00 p.m. and 4:29 a.m. inclusive.

(c) *Shift Premiums*

Shift	Premium
Afternoon	\$1.40
Night	\$1.50

10.6 Notice of Afternoon or Night Shift Schedules

The Employer shall post on the Employer's Operations department website, by region, a schedule stating each employee's name, site location, starting and quitting times, workdays and days off. This schedule shall not be changed by the Employer without five working days previous notice being given to the employee affected.

10.7 Time Records

All employees shall be required to submit a record to confirm time worked, premium claimed and leaves taken for authorization. Employees who, by agreement, are permitted to "trade" working days shall adjust and confirm actual days worked and not the days scheduled for work.

Overtime will be paid together with regular pay.

10.8 Changes to Shift Pattern

Where the Employer desires to change any present shift pattern, or enlarge the workday by utilizing shifts, the parties shall discuss the merits and implementation procedures prior to the proposed effective date of such change.

10.9 No Guarantee of Number of Hours Worked

The foregoing provisions of this article shall not be construed as guaranteeing to any employee any number of hours of work per day or week, except an employee who reports to work as scheduled and/or instructed, shall be paid four hours wages at their regular hourly rate, if there is no work available.

10.10 Exchange of Shifts

Employees within the same work centre/pod may exchange shifts with the prior approval of the Employer subject to operational requirements and provided that there is no increased cost to the Employer or reduction of duties performed.

ARTICLE 11 - WAGES AND ALLOWANCES**11.1 Wage Rates**

(a) Employees shall be paid in accordance with the wage rates negotiated by the parties to this agreement on the dates specified below, and retroactive as applicable, as follows:

POSITION	Effective April 1, 2019 (2%)	Effective April 1, 2020 (2%)	Effective April 1, 2021 (2%)
Maintenance Worker	25.79	26.31	26.84
Maintenance Worker Chargehand	26.71	27.24	27.78
Maintenance Supervisor	29.02	29.60	30.19
Grounds STEP Program (effective June 1) (minimum wage)	13.85	14.60	15.20
Groundskeeper	23.59	24.06	24.54

POSITION	Effective April 1, 2019 (2%)	Effective April 1, 2020 (2%)	Effective April 1, 2021 (2%)
Groundskeeper Chargehand	25.79	26.31	26.84
Groundskeeper Supervisor	27.87	28.43	29.00
Building Manager - Resident or Non-Resident	24.60	25.09	25.59
Building Manager Supervisor – Resident or Non-Resident	27.87	28.43	29.00
Janitor	22.43	22.88	23.34
Labourer	22.43	22.88	23.34
Pest Control/Heat Treatment Operator	23.59	24.06	24.54
Pest Control/Heat Treatment Chargehand	25.79	26.31	26.84
Pest Control/Heat Treatment Supervisor	27.87	28.43	29.00
Shift Engineer	31.00	31.62	32.35
Chief Power Engineer	39.75	40.55	41.36

(b) Wage grids will be posted on the BC Housing website which will reflect effective wage rates for the term of the agreement.

(c) Reduced Rent \$0.

(d) *Wage Rates Regarding Snow Removal*

In order to provide prompt clearing of snow from walkways and entrances, the Employer may hire casual workers at the current minimum wage.

11.2 Wage Payment

(a) The wages of all employees shall be paid every other Friday up to and including, the previous Saturday. A detailed statement showing the hours worked, the rate of pay, and an itemized list of deductions shall be provided to each employee at least every other payday.

(b) The Employer shall provide for the direct deposit (electronic funds transfer) of the employee's pay in a participating chartered bank, trust company or credit union of the employee's choice on or before the appropriate payday. Employee participation shall be compulsory.

11.3 Wage Payment on Termination

Any employee who terminates their own employment, or who is terminated by the Employer, shall receive all wages, vacation pay and all monies due from the Employer in full within eight days of the end of their final pay period and have access to their record of employment as per employment insurance regulations.

11.4 Vehicle Allowance

(a) Employees required to use their personal vehicles on Commission business shall be paid as follows:

- Effective April 1, 2019 - 55¢ per km.

(b) Vehicle allowances for all distances travelled on Commission business shall be paid to employees required to use their own vehicle in the performance of their duties. The allowances shall cover distance to and from the employee's place of residence up to a total maximum of 32 kilometres only when the employee is required to have their vehicle at work for use in the performance of their duties.

- (c) Mileage claims shall be reimbursed to employees as soon as possible. Claims will be made on a form acceptable to the Commission.
- (d) Transportation allowance increases negotiated between the BCGEU (PS Main) and the Province of BC will be applied to this clause.

11.5 Work at a Higher Wage Rate and Temporary Assignments

- (a) An employee who performs work that calls for a higher wage rate and performs such work for four hours or more in any one day, shall be paid the higher rate for all hours worked that day.
- (b) When an employee temporarily substitutes in a higher paying position, they shall receive the rate of the new position they are assigned.
- (c) A regular employee temporarily assigned by the Employer to a position with a wage lower than their rate of pay shall maintain their regular wage. This clause does not apply where the employee has been demoted.

11.6 Isolation Allowance

Employees in locations designated by the government of BC shall be paid an isolation allowance. The amount of this allowance shall be mutually agreed to by the B.C. General Employees' Union and the government of BC.

11.7 Meal Allowances

- (a) Employees on travel status away from their geographic work centre shall be entitled to a meal allowance as follows:

	April 1, 2019	April 1, 2020	April 1, 2021
Breakfast	\$12.25	\$12.50	\$12.75
Lunch	\$14.25	\$14.50	\$14.75
Dinner	\$24.50	\$25.00	\$25.50

- (b) Meal claims and transportation expenses shall be reimbursed to the employees as soon as possible. Claims will be made on a form acceptable to the Commission except where a meal is provided at public cost.
- (c) Meal allowance increases negotiated between the BCGEU (PS Main) and the Province of BC will be applied to this clause.

11.8 Telephone Allowance

Employees on travel status who are required to obtain overnight accommodation shall be authorized to make a single five minute telephone call home, using the Employer's cellular phone, to or within British Columbia for each night away.

If the Employer's cellular phone is not available, the employee shall be reimbursed upon production of receipts for the five minute telephone call.

11.9 Travel Accommodation

Employees on travel status who are required to obtain overnight accommodation where it is not provided by the Employer shall be reimbursed upon production of receipts for:

- (a) Reasonable hotel/motel accommodation at rates as negotiated from time to time by the Province of British Columbia; or
- (b) Private lodging, where such is used, to a maximum of \$33 per day with no receipts required.

11.10 Transportation for Employees

Transportation will be provided to employees who are required to work other than their normal working hours and who are required to work between the hours of 11 p.m. and 7 a.m. Employees may claim reimbursement for a round trip taxi fare between work and home upon submission of appropriate receipts.

11.11 Transportation to Another Work Location

Any employee, other than mobile employees, who are required to report to work at any designated location and then transported to another working location the same day by the Employer shall be provided transportation by the Employer back to the employee's point of origin. All time shall be paid for until back at that point of origin.

11.12 Payment to Dependants on Death

Where an employee dies while in the employ of the Commission, an amount of one month's salary for each completed year of continuous service, to a maximum of six months' salary, shall be paid to their beneficiary of record, or their estate where no beneficiary has been designated.

11.13 Private Vehicle Damage

Where an employee's vehicle is maliciously damaged as a direct result of the employee being employed by the Employer, the Employer shall reimburse the employee the lesser of actual vehicle damage repair costs, or the cost of any deductible portion of insurance coverage on that vehicle up to \$500 provided the employee can provide the Employer with a valid Police Report Number, and/or an Insurance Claim number.

11.14 Relocation

Regular employees, who agree to move their residence at the Commission's request, will be entitled to relocation expenses in accordance with Appendix A.

11.15 Tool Allowance

Any maintenance employee required to supply own hand tools as per "Appendix B" and having worked 1950 hours in a calendar year will receive a tool allowance of \$750 to cover the replacement cost of all personal tools, worn and damaged through normal wear and tear, during that year. The tool allowance will be paid in January of the following year.

11.16 Permits and Certificates¹

- (a) An employee who is designated by the Employer to hold the Provincial and/or Municipal Annual Electrical Permit(s) under the *Electrical Safety Act and Regulations*, and who holds an unrestricted certificate shall receive a monthly allowance of \$75.

¹ This clause applies to the power engineer positions.

(b) An employee who is designated by the Employer to obtain and hold an annual operating permit, licence or certificate required by legislation and regulations listed below, shall receive a monthly allowance of \$50:

- Gasfitting Permit
- Refrigeration/Air-Conditioning Permit
- Pesticide/Procurement Licence
- Waste Water Treatment Certificate
- Power Engineering Certificate
- Potable Water Licence

(c) The cost of obtaining and renewing the credential required by the permit, including examination and renewal fees shall be borne by the Employer. Clause 15.8 will apply to examination leave requirements.

ARTICLE 12 - OVERTIME

12.1 Authorization and Application of Overtime

(a) An employee who is required to work overtime shall be entitled to overtime compensation when:

- (1) the overtime worked is authorized in advance by the Commission; and
- (2) the employee does not control the duration of the overtime worked.

(b) Notwithstanding the foregoing, the Commission and the Union recognize that the nature of the work carried out by persons in some classifications is such that it may not be possible for the employee to obtain prior authorization for the necessary overtime work. In such cases the employee shall use their discretion in working the overtime and the Commission shall be considered to have authorized the overtime in advance.

12.2 Overtime Entitlement

(a) An employee will be entitled to compensation for authorized overtime in excess of:

- (1) the scheduled daily hours; or
- (2) the agreed averaging period.

(b) Overtime will be calculated based on the employee's hourly rate.

(c) Overtime shall be compensated in 30 minute increments. Employees shall not be entitled to any compensation for periods of overtime of less than 10 minutes per day.

12.3 Overtime Compensation

(a) Overtime worked shall be compensated at the following rates:

- (1) double-time for overtime hours worked on a regularly scheduled workday; and
- (2) double-time for all hours worked on a day of rest.

The compensation of overtime in (1) and (2) above is to be calculated on a daily basis and is not cumulative.

(b) An employee who works on a designated holiday shall be considered to have worked overtime and shall receive their regular day's pay and shall receive additional compensation at the rate of double time for all hours worked; except for Christmas and New Year's when the additional compensation shall be at the rate of double-time and one-half for all hours worked.

(c) If a Building Manager is required to stay later than the end of the shift of the fifth day of work, all such time shall be deemed as overtime and paid in accordance with Clauses 10.1(d) and 12.3(a)(1) and (2).

(d) Overtime shall be compensated in cash. Staff requests for time off in lieu of cash payments will be granted where staff availability, workload and other operational considerations permit.

12.4 Right to Refuse Overtime

(a) When overtime is deemed necessary by the Employer, no employee shall be required to work overtime, except when required to do so in emergency situations.

(b) All overtime work shall be mutually agreed to by the employee beforehand and the Employer shall give advance notice, whenever possible.

(c) All overtime work shall be in compliance with the terms and conditions contained within the agreement.

(d) No employee will be disciplined for exercising their right to refuse overtime.

12.5 Recording of Overtime

Employees shall record starting and finishing times for overtime worked on a form determined by the Commission.

12.6 No Layoff to Compensate for Overtime

Employees shall not be required to layoff during regular hours to equalize any overtime worked.

12.7 Overtime for Part-Time Employees

(a) A part-time employee working less than the normal hours per day of a full-time employee, and who is required to work longer than their regular workday, shall be paid at the rate of straight-time for the hours so worked, up to and including the normal hours in the workday of a full-time employee.

(b) A part-time employee working less than the normal days per week of a full-time employee, and who is required to work other than their regularly scheduled workdays, shall be paid at the rate of straight-time for the days so worked up to and including the normal workdays in the workweek of a full-time employee.

(c) Overtime rate shall apply to hours worked in excess of (a) and (b) above.

12.8 Rest Interval After Overtime

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

12.9 Overtime for Callout - Maintenance Staff

- (a) When an employee responds to an emergency callout before or after their normal shift, they shall be compensated at two times their regular hourly rate for all time while on such calls from the time the employee leaves their residence or location at which such call is received and including normal travel time to and from their residence or location.
- (b) When an employee is designated by pre-arrangement to be on call, such employee shall carry an assigned communication device and be paid a standby premium of two hours at the employee's regular rate on weekdays, four hours on the employee's regular days of rest and five hours on general and proclaimed holidays.
- (c) Maintenance personnel shall be required to work on a rotating basis on a frequency no greater than one week in three at a time on emergency callout service. Any greater frequency shall be by mutual agreement between the Employer and the Union.
- (d) The employee shall have the option to be paid the appropriate overtime, or to bank up to two days quarterly. Time off shall be scheduled by mutual agreement between the employee and the immediate Supervisor, time not taken shall be paid out annually in the first month of the following year.
- (e) *Callout Time Which Abuts the Succeeding Shift*
- (1) If the callout is for three hours or less, the employee will be required to work the callout period and the whole of the abutting shift. In this case, compensation shall be at overtime rates for the callout period and straight-time rate for the regular shift.
- (2) If the callout is longer than three hours, the employee will be required to work the callout period and a portion of the abutting regular shift. The portion of the regular shift which must be worked will be the regular shift less the amount that the callout exceeds three hours. Compensation shall be at overtime rates for the callout period and straight-time for the regular shift without shortfall.
- (f) In a callout situation where at least three hours which do not abut the succeeding shift are worked in the 10 hours preceding the start of the regular shift, there shall be an elapsed time of eight hours between the end of the callout and the time the employee reports for duty on their next regular shift with no shortfall out of the regular shift.
- (g) If the elapsed eight hour period following overtime results in less than two hours of the regular shift available for work, an employee shall not be required to report for work on that shift with no shortfall.
- (h) Time spent by an employee travelling to work or returning to their residence before and after callout shall not constitute time worked but shall be compensated at the overtime rate.
- (i) Should the employee be required to work that period which is considered free from work in the regular shift, as provided in (f), (g) and (e)(2) above, then that portion of the shift shall be compensated at overtime rates.

12.10 Overtime Meal Allowance

- (a) The overtime meal allowance shall be \$15.30.

- (b) When an employee is required to work in excess of two and one-half hours overtime immediately before or after completion of their scheduled daily hours, they shall be reimbursed with an overtime meal allowance, and a meal break of one-half hour with pay will be given.
- (c) When an employee is not on standby and is called out for overtime prior to their scheduled shift, and it was not possible to give 30 minutes' notice to permit preparation of the meal normally taken to work, the Employer shall provide the meal or pay the overtime meal allowance.
- (d) If an employee continues to work overtime beyond three hours, a further meal allowance and meal break as above shall be provided upon completion of an additional four hours worked, and upon completion of every three hours worked thereafter.
- (e) In the case of an employee called out on overtime to work on a rest day, this clause will apply only to hours worked outside their regular shift times for a normal workday.
- (f) Changes to the allowance in (a) as a result of changes to the PS Main Agreement will be applied to this clause.

12.11 Travel Time

- (a) An employee on travel status shall be reimbursed in hours/days off in lieu of all time beyond their normal working hours spent travelling on commission business from point to point, including travel delays incurred due to factors outside the employee's control, but not for meal breaks, lodging time, or time spent other than travelling.
- (b) Travel time shall be compensated in cash. Staff requests for time off in lieu of cash payments will be granted where staff availability, workload and other operational considerations permit.
- (c) An employee who incurs overtime while travelling on Commission business, but not on travel status, shall be paid at the applicable overtime rates, pursuant to Clause 12.3 beyond their normal working hours.

ARTICLE 13 - GENERAL HOLIDAYS

13.1 Paid Holidays

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

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

- (b) Any other holiday proclaimed as a holiday by the federal or provincial governments, shall also be a paid holiday.

13.2 Eligibility

- (a) Regular employees who have established seniority, in accordance with Article 9 Seniority and are not on leave without pay, shall receive their regular day's wage for the general or proclaimed holidays as set out in Clause 13.1 Paid Holidays.

- (b) Regular part-time employees who have established seniority in accordance with Article 9 Seniority and are not on leave without pay, shall receive their holiday pay prorated on the number of days worked in the previous 30 calendar days prior to the holiday.

13.3 Holidays Falling on Saturday or Sunday

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

13.4 Holiday Falling on a Day of Rest

- (a) When a paid holiday falls on an employee's day of rest, the employee shall be entitled to a day off with pay in lieu.
- (b) A day off in lieu of a paid holiday shall be scheduled no later than the end of the month following the month in which the holiday falls. The day shall be scheduled by mutual agreement between the employee and the Supervisor.
- (c) If an employee is called in to work on the day designated as the lieu day pursuant to (a) above, they shall be compensated as described in Clause 12.3 - Overtime Compensation.
- (d) If an employee is called into work on the day to which the holiday was moved, they shall be compensated at two times the regular rate plus their regular rate.

13.5 Holiday Falling on a Scheduled Workday

- (a) An employee who works on a designated holiday which is a scheduled workday shall be compensated at the rate of double-time for hours worked, plus a day off in lieu of the holiday; except for Christmas and New Year's when the compensation shall be at the rate of double-time and one half for hours worked, plus a day off in lieu of the holiday.
- (b) A day off in lieu of a paid holiday shall be scheduled no later than the end of the month following the month in which the holiday falls. The day shall be scheduled by mutual agreement between the employee and the Supervisor.
- (c) In order to accommodate long weekends for employees who work other than a Monday to Friday workweek, any other scheduling of days off for statutory holidays shall be by mutual agreement between the Supervisor and the employee, provided this re-scheduling does not result in additional payment of premiums.

13.6 Holiday Coinciding with a Day of Vacation

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

13.7 Christmas or New Year's Day Off

The Commission agrees to make every reasonable effort to ensure that employees required to work shifts shall have at least Christmas Day or the following New Year's Day off.

13.8 Municipal Holiday

It shall be the responsibility of the employee working in the area of the proclaimed municipal holiday to advise the Employer of said proclaimed municipal holiday prior to the holiday, in order to be eligible for the holiday.

ARTICLE 14 - ANNUAL VACATIONS

14.1 Vacation

(a) "Vacation Year"

For the purpose of this article a vacation year shall be the calendar year commencing January 1st and ending December 31st.

"First vacation year" - The first vacation year is the calendar year in which the employee's first anniversary falls.

(b) During the first six months of continuous employment an employee may, subject to operational requirements and mutual agreement, take vacation leave that has been earned.

(c) A regular full-time employee who has received at least 10 days' pay at straight-time rates for each calendar month will have an annual vacation entitlement as follows:

Vacation Years	Workdays
First	15
Second.....	15
Third.....	16
Fourth.....	17
Fifth	19
Sixth	20
Seventh	20
Eighth	22
Ninth	23
Tenth.....	24
Eleventh	25
Twelfth.....	26
Thirteenth to Fifteenth	27
Sixteenth to Eighteenth	28
Nineteenth.....	29
Twentieth.....	31
Twenty-first.....	32
Twenty-second.....	33
Twenty-third and Twenty-fourth	34
Twenty-fifth and thereafter	35

(d) During the first partial year of service a new employee will earn vacation at the rate of one and one-quarter days for each month for which the employee earns 10 days' pay at straight-time rates.

(e) During the first and subsequent vacation years an employee will earn one-twelfth of the annual entitlement for each month in which the employee has received at least 10 days' pay at straight-time

rates. Where an employee has taken more vacation than earned, the unearned portion taken shall be charged against future earned credits or recovered upon termination whichever occurs first.

(f) With the exception of authorized vacation carryover under Article 14.5, the scheduling and completion of vacations shall be on a calendar year basis.

(g) The calendar year in which an employee's first anniversary falls shall be the first vacation year. For the purpose of additional leave entitlement, the calendar year in which the third anniversary falls shall be the third vacation year; in which the fourth anniversary falls shall be the fourth vacation year, etc.

(h) An employee is not entitled to receive cash in lieu of vacation time, except upon termination, resignation, retirement or in the first partial year of service where employment commenced after July 1st.

(i) Regular part-time employees shall receive vacation time off with vacation pay on a prorated basis.

14.2 Vacation Scheduling

(a) The scheduling and taking of vacation shall be on a calendar year basis. The vacation entitlement available to an employee in a calendar year may be taken with the approval of their supervisor, anytime during the vacation year.

(b) Vacation schedules, once approved by the Commission, shall not be changed other than in cases of emergency, except by mutual agreement between the employee and their immediate supervisor.

(c) Preference in the selection and allocation of vacation time shall be determined within each work centre or department on the basis of service seniority. Employees wishing to split their vacations shall exercise seniority rights in the choice of the first vacation period. Such seniority shall prevail in the choice of the second vacation period but only after all other first vacation periods have been selected. Such seniority shall prevail in the choice of subsequent vacation periods in like manner.

(d) Vacation schedules will be circulated and posted by March 1st each year.

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

(f) An employee who transfers to another work centre where the vacation schedule has already been completed will not be entitled to exercise their seniority rights for that year only. However, every effort shall be made to grant vacation at the time of the employee's choice.

(g) An employee transferred in accordance with Clause 11.14 Relocation by the Employer shall maintain their vacation period and no other employee's vacation time shall be affected thereby.

(h) The Employer will ensure that employees may schedule at least two weeks' vacation during prime time between mid-June and Labour Day.

14.3 Salary Payment

Payment for vacations will be made at an employee's basic salary except if an employee has been working in a higher-paid position than their regular position for a majority of their regular scheduled days during the 60 working days immediately preceding their vacation, in which case they shall receive the higher rate.

14.4 Leave During Vacation

When an employee is hospitalized or under a physician's care and is in receipt of the Short-Term Illness and Injury Plan benefits or on leave with pay in accordance with Clauses 15.5 Bereavement Leave, 15.6 Leave for Court Appearances, and 15.7 Educational and Training Leaves, during their vacation period, there shall be no deduction from the vacation credits for such leave. The period of vacation so displaced shall be taken at a mutually agreed time. An employee intending to claim displaced vacation leave pursuant to Clauses 15.5, 15.6 and Article 17 must advise the Commission and provide necessary documentation within seven days of returning to work.

The provisions of this article do not apply when an employee is on pre-retirement leave in accordance with Clause 7.21(c) Pre-Retirement Leave and Allowance, and 7.21(a) Vacation Leave on Retirement.

14.5 Vacation Carryover

- (a) During an employee's first five vacation years, they may carry over up to five days vacation leave per vacation year to a maximum of 15 days at any time.
- (b) Employees in their sixth vacation year and thereafter, may carry over up to 10 days' vacation leave per vacation year to a maximum of 20 days at any time.
- (c) Employees in the first partial year of service who commenced employment prior to July 1st may carry over up to five days earned vacation leave into their first vacation year. For any credits earned beyond five days, the employee can either:
 - (1) arrange to take the vacation time as outlined in Clause 14.1(b); or
 - (2) be paid in cash prior to the end of the first month of the following year.
- (d) Employees in the first partial year of service who commenced employment after July 1st will receive cash in lieu of vacation leave prior to the end of the first month of the following year.

14.6 Callback from Vacation

- (a) Employees who have commenced their annual vacation shall not be called back to work, except in cases of an emergency nature.
- (b) When, during any vacation period, an employee is recalled to duty, they shall be reimbursed for all expenses incurred by themselves in proceeding to their place of duty and in returning to the place from which they were recalled upon resumption of vacation, upon submission of receipts (except for meals) to the Commission.
- (c) Time necessary for travel in returning to their place of duty and returning again to the place from which they were recalled shall not be counted against their remaining vacation entitlement.

14.7 Vacation Credits Upon Death

Earned but unused vacation entitlement shall be paid in an employee's final paycheque upon termination due to death.

ARTICLE 15 - LEAVES OF ABSENCE

15.1 Special Leaves

(a) Where leave from work is required, an employee shall be entitled to special leave at their regular rate of pay for the following:

- (1) marriage of the employeethree days;
- (2) attending wedding of the employee's child.....one day;
- (3) birth or adoption of the employee's child two days;
- (4) serious household or domestic emergencyone day;
- (5) moving household furniture and effectsone day;
- (6) attending their formal hearing to become a Canadian citizenone day;
- (7) attend memorial service or funeral one-half day;
- (8) court appearance for hearing of employee's childone day;
- (9) In the case of serious illness or hospitalization of a parent of the employee, who is under the care of a medical practitioner, when no one other than the employee can provide for the needs of the parent, and, after notifying their supervisor one day per calendar year;
- (10) if an employee or an eligible person, as defined under the *Employment Standards Act*, is a victim of domestic or sexual violence three days per calendar year.

(b) Two weeks' notice is required for leave under (a)(1), (2), (5) and (6).

(c) For the purpose of (a)(2), (4), (5), (6), (7) and (8), leave with pay will be only for the workday on which the situation occurs.

(d) For the purpose of determining eligibility for special leave under (a)(5), an employee will qualify if they are maintaining a self-contained household and if they are changing their place of residence which necessitates the moving of household furniture and effects during their normal working hours, and if they have not already qualified for special leave under (a)(5) on two occasions within the preceding 12 months.

(e) An employee who has submitted their resignation will not be eligible for leave under (a)(1) and (5), during the two week period prior to the last day of employment.

(f) For the purpose of special leave under (a)(10) above, the employee may choose to take the leave with pay intermittently up to three days or in one continuous period. If further leaves are required for this reason, they will be covered according to Article 27 - Domestic Abuse.

15.2 Leave for Medical and Dental Care

(a) Where it is not possible to schedule medical and/or dental appointments, or appointments with a registered midwife, outside regularly scheduled working hours, reasonable time off for medical and

dental appointments for employees or for dependent children shall be permitted. The full-time absence shall be charged to the entitlement described in Clause 15.4 Maximum Leave Entitlement.

(b) Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their credit described in Clause 15.4 Maximum Leave Entitlement the necessary time including travel and treatment time up to a maximum of three days to receive medical and dental care at the nearest medical centre for the employee, their spouse, dependent child or dependent parent. The Employer may request a certificate of a qualified medical or dental practitioner, as the case may be, stating that treatment could not be provided by facilities or services available at the employee's local community and the necessity for the employee to accompany the spouse/dependant. An employee on leave provided by this clause shall be entitled to a reimbursement of reasonable receipted expenses for accommodation and surface/air travel to a maximum of \$500.

(c) Employees in receipt of STIP benefits, who would otherwise qualify for leave under this clause, shall be eligible to claim expenses in the manner described above.

(d) For the purpose of this clause, "*child*" includes a child over the age of 18, residing in the employee's household, who is permanently dependent on the employee due to mental or physical impairment.

(e) For the purpose of this clause, "*parent*" means a parent, who is residing in the employee's household, who is permanently dependent on the employee due to mental or physical impairment.

15.3 Family Illness Leave

(a) In the case of illness or hospitalization of a dependent child of an employee, and when no one at the employee's home other than the employee can provide for the needs of the ill child, the employee shall be entitled, after notifying their supervisor, to use up to a maximum of two days paid leave at any one time for this purpose.

(b) The Employer may request a report from a qualified medical practitioner when it appears that a pattern of consistent absence is developing.

(c) Leave under Clause 15.3(a) may be extended to include dependent spouse/common-law partner or dependent parent where a qualified medical practitioner provides written confirmation of the dependent person's medical disability or incapacity, which requires the employee's direct assistance during their normal working hours.

15.4 Maximum Leave Entitlement

(a) Leaves taken under Clauses 15.1 Special Leaves, 15.2 Leave for Medical and Dental Care and 15.3 Family Illness Leave shall not exceed a total of 12 workdays per calendar year.

(b) The Employer may request evidence reasonable to the circumstances when it appears that a pattern of consistent absence is developing.

15.5 Bereavement Leave

(a) In the case of bereavement in the immediate family an employee not on leave of absence without pay shall be entitled to special leave, at their regular rate of pay, from the date of death to and including the day of the funeral or service with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed five workdays. It is understood that the employee has the ability to split the five day entitlement between the date of death and the date of the funeral.

- (b) Immediate family is defined as an employee's parent, wife, husband, common-law spouse, child, grandchild, brother, sister, father-in-law, mother-in-law, stepparent, stepchild or stepsibling and any other relative permanently residing in the employee's household or with whom the employee permanently resides.
- (c) In the event of the death of the employee's grandparent, son-in-law, daughter-in-law, brother-in-law or sister-in-law, the employee shall be entitled to special leave for one day for the purpose of attending the funeral or service.
- (d) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.
- (e) Where established ethno-cultural or religious practices provide for ceremonial occasions other than the bereavement period in (a) above, the balance of the bereavement leave as provided in (a) above, if any, may be taken at the time of the ceremonial occasion.

15.6 Leave for Court Appearances

- (a) The Commission shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.
- (b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.
- (c) An employee in receipt of their regular earnings while serving at court shall remit to the Commission all monies paid to them by the court, except travelling and meal allowances not reimbursed by the Commission.
- (d) Time spent at court by an employee in their official capacity shall be at their regular rate of pay.
- (e) Court actions arising from employment, requiring attendance at court, shall be with pay.
- (f) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.
- (g) For all the above leaves, the employee shall advise their supervisor as soon as they are aware that such leave is required.

15.7 Educational and Training Leaves

- (a) When the Commission requires an employee to upgrade their skills or qualifications (as per Clause 7.8 Upgrading Qualifications) during regular working hours, they will be considered to be on leave of absence with pay for the duration of the course and examination periods.
- (b) For an employee on granted leave with pay under clause (a) above, the Employer shall bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees and course required books, necessary travelling and subsistence expenses and other legitimate expenses, where applicable.
- (c) Any regular employee, who has completed their probationary period, may apply in writing for a leave of absence with pay of up to two weeks' duration to take educational or training courses which are directly related to their ability to perform their present job, or which relate to their future growth and/or promotional prospects within the Commission. Such leave will be granted, provided that the

application includes sufficient advance notice and that operational requirements can be covered. Only one such leave will be granted to an employee per year.

(d) A regular employee may be granted leave without pay to take courses, including cultural education courses in which the employee wishes to enrol. Such requests shall be in writing with a minimum of two weeks' notice and approved by the employee's immediate supervisor. Consent shall not be unreasonably withheld.

15.8 Leave for Writing Examinations

Leave of absence with pay shall be granted to allow employees time to write examinations for courses approved by the Commission. Employees shall advise the Commission of the time and place of the examination.

15.9 Emergency Service Leave

Where employees' services are required for emergency operations by request from Provincial Emergency Programs or appropriate police authority, leave from work as required may be granted without loss of basic pay. If any remuneration, other than for expenses, is received, it shall be remitted to the Commission.

15.10 Canadian Armed Forces Leave

(a) Employees who participate in activities related to the Reserve Component of the Canadian Armed Forces may be granted leave of absence as follows:

- (1) *With Pay* - where an employee is required to take annual training with Her Majesty's reserve forces provided any remuneration from the Government of Canada is remitted to the Commission;
- (2) *Without Pay* - where an employee participates in a program of training for the purpose of qualifying for a higher rank; or
- (3) *Without Pay* - where an employee, as a delegate, attends meetings of service associations or conferences related to the Canadian Armed Forces.

(b) Any remuneration received from the Government of Canada for the purpose of activities related to the Canadian Armed Forces may be retained by the employee when on leave of absence without pay, or where they choose to use part or all of their annual vacation entitlement for these activities, or where they elect to take leave of absence without pay for annual training as stipulated in (a)(1) above.

(c) Employees who volunteer in activities related to the Canadian Coast Guard Auxiliary may be granted leave of absence without pay to participate in training, or to attend regional association meetings as a board member, or conferences as a delegate.

15.11 Full-Time Union or Public Duty Leave

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

- (a) for employees who seek election in a municipal, provincial or federal election, a First Nation or other Indigenous government election, for a maximum period of 90 days;
- (b) for employees selected for a full-time position with the Union or any body to which the Union is affiliated for a period of one year;

- (c) for employees elected for a full-time position of president or treasurer with the Union for a period of three years; or
- (d) for employees elected to a public office for a maximum period of five years.

15.12 General Leave

Notwithstanding any provision for leave in this agreement, the Employer may grant leave of absence without pay to an employee requesting such leave for emergency or unusual circumstances, or other circumstances, the employee considers necessary. A request shall be in writing and approved by the employee's immediate supervisor. Consent shall not be withheld unreasonably. Upon request, the Employer will give written reasons for withholding approval.

15.13 Elections

Any employee eligible to vote in a federal, provincial, aboriginal community government or municipal election or referendum shall have the required consecutive, clear hours in accordance with the relevant legislation i.e. federal, provincial, aboriginal community government or municipal, during the hours in which the polls are open in which to cast their ballot.

15.14 Compassionate Care Leave

An employee is entitled to a leave of absence without pay for up to 27 weeks within a 52 week period, for the purpose of providing care or support to a gravely ill family member (as defined in Clause 15.5(b) Bereavement Leave) at risk of dying within 26 weeks. Employees wishing to access this leave will be required to provide medical certification confirming the risk to the family member. Employees will have the option of maintaining benefits during this absence.

15.15 Other Religious Observances

- (a) Employees who are members of non-Christian religions are entitled for up to two days leave without pay per calendar year to observe spiritual or holy days. Such leave shall not be unreasonably withheld.
- (b) A minimum of two weeks' notice is required for leave under this provision. Where two weeks' notice is not possible due to the unpredictable nature of the spiritual or holy days, then as much notice as possible shall be provided.
- (c) Employees granted leave under this provision may utilize or reschedule CTO, unused vacation or lieu days.

15.16 Donor Leave

The Employer and the Union encourage employees to register as organ donors. An employee shall be granted the necessary leave of absence with pay for the purpose of donating bone marrow, umbilical cord blood, peripheral blood stem cells, or any organ that is listed in the HealthLinkBC organ donation program. The employee will provide documentation from a qualified medical practitioner stating the expected duration of leave required.

15.17 Leave Respecting Death of Child

An employee is entitled to leave of absence without pay for up to 104 weeks if they are entitled to leave respecting death of child under the *Employment Standards Act* and such leave shall be in accordance with the *Employment Standards Act*.

During the term of this leave, notwithstanding Clause 9.2 Loss of Seniority, seniority will accrue for the duration of the approved leave.

Additionally, during the term of the leave period, the Employer will continue to pay 100% of applicable BC Medical Services Plan premiums. The employee's current extended health and dental benefit coverage will also be maintained for the term of the leave. The employee and members of their immediate family will also have access to the Employee and Family Assistance Program throughout the leave.

15.18 Leave Respecting Disappearance of Child

An employee is entitled to leave of absence without pay for up to 52 weeks if they are entitled to leave respecting disappearance of child under the *Employment Standards Act* and such leave shall be in accordance with the *Employment Standards Act*.

During the term of this leave, notwithstanding Clause 9.2 Loss of Seniority, seniority will accrue for the duration of the approved leave.

Additionally, during the term of the leave period, the Employer will continue to pay 100% of applicable BC Medical Services Plan premiums. The employee's current extended health and dental benefit coverage will also be maintained for the term of the leave. The employee and members of their immediate family will also have access to the Employee and Family Assistance Program throughout the leave.

ARTICLE 16 - HEALTH AND WELFARE BENEFITS

16.1 Basic Medical Insurance

All regular employees, whether full-time or part-time, may choose to be covered by the Commission's medical plan, for which the British Columbia Medical Services Plan is the licensed carrier. Benefits and premium rates shall be in accordance with the existing policy of the Plan. The Commission will pay 100% of the regular premium.

16.2 Extended Health Care Plan

The Commission shall pay the monthly premium for regular employees entitled to coverage under a mutually acceptable Extended Health Care Plan.

16.3 Optional Insurance

Optional spousal and dependant coverage, and any additional coverage choices, will be made available to employees under the current benefits plan.

16.4 Air Travel Insurance

Commission employees will be insured against accidental death resulting from travel by air on Commission business as provided for by the benefits plan.

16.5 Employment Insurance

The Commission and its employees shall pay the Employment Insurance premiums during the life of this agreement for regular and short-term employees who would, if employed by a private employer, be eligible for such coverage under the provisions of the *Employment Insurance Act*.

16.6 Medical Examination

Where the Employer requires an employee to submit to a medical examination or medical interview, it shall be at the Employer's expense and on the Employer's time, other than a medical examination under the Short-Term Illness and Injury Plan.

16.7 Health and Welfare Plan Documents

A copy of the master contracts with the carriers for the Extended Health Care, Dental and Group Life Insurance Plans shall be forwarded to the President of the Union.

16.8 Legislative Changes

If the premium paid by the Commission for any employee health and welfare benefit stipulated in this agreement is reduced as a result of any legislative or other action by the Government of British Columbia, the amount of the saving shall be used to increase other benefits available to the employees, as may be mutually agreed to between the parties.

16.9 Employee and Family Assistance Program

An Employee and Family Assistance Program for employees and members of their immediate family, with whom the employee normally resides, shall be provided.

The Employer will consult with the Union regarding the selection of a service provider. The Employer will not select a service provider to which the Union has reasonable objections.

16.10 Report Inability to Work

The employee shall inform the Employer within one-half an hour after commencement of shift of the employee's inability to report to work because of illness or injury, unless the employee can provide satisfactory evidence of their inability to report within that time, otherwise the employee will be considered to be on leave without pay and subject to disciplinary action.

16.11 Advanced Payment Program

The Employer and the Union agree to implement an Advanced Payment Program for the terminally ill under the circumstances described in Appendix C.

ARTICLE 17 - SHORT-TERM ILLNESS AND INJURY PLAN AND LONG-TERM DISABILITY PLAN

17.1 Part I - Short-Term Illness and Injury Plan

(a) Eligibility

- (1) Regular employees shall be covered by the Short-Term Illness and Injury Plan upon completion of six months of active service with the Employer.
- (2) Regular employees with less than six months of service who are unable to work because of illness or injury are entitled to six days coverage at 75% pay in any one calendar year.
- (3) Regular employees with three months but less than six months of service will be entitled to 15 weeks (75 workdays) of coverage, consisting of the above six days, or what remains of the six days entitlement, at 75% pay, and the remainder of the 15 weeks at two thirds of pay, not to exceed the EI maximum weekly sickness benefit.

(4) Notwithstanding (1), (2) and (3) above, where a regular employee is on a claim recognized by WorkSafeBC while the employee was on the Employer's business, they shall be entitled, to leave with pay up to 130 days for any one claim in lieu of benefits as outlined in Section 17.1(b). Such leave period will run concurrent with the related STIIP period.

(i) Employer and employee contributions and deductions for pension benefits and Employment Insurance will comply with statutory requirements.

(ii) During the leave period, the employee will receive net take-home pay equal to wage loss benefits (inclusive of any earnings over and above basic pay) as calculated by WorkSafeBC, less any voluntary deductions and those employee deductions referenced in (i) above.

(iii) If net take-home pay as calculated in (ii) above is less than the employee would receive if they had continued to work, the Employer will top up so there is no difference in net take home pay.

(iv) The compensation payable by WorkSafeBC shall be remitted to the Employer.

(5) Pay for a regular part-time employee under this Plan shall be based on their part-time percentage of full-time employment at date of present appointment.

(b) *Short-Term Plan Benefit*

(1) In the event an employee is unable to work because of illness or injury they will be entitled to a benefit of 75% of pay for a period not to exceed six months from date of absence (Short-Term Plan Period).

(2) The 75% benefit may be supplemented in quarter day increments by the use of the following in descending order:

(i) Effective January 1, 2021, employees will be provided the option, on an annual basis, to allocate 7.5 hours from Clause 15.4 - Maximum Leave Entitlement, to be used for STIIP supplement;

(ii) Compensatory Time Off (CTO);

(iii) Earned Time Off (ETO) as per Clause 22.3 - Safety Committees;

(iv) Earned vacation entitlement.

(c) *Recurring Disabilities*

(1) Employees who return to work after being absent due to an illness or injury and subsequently become unable to work due to illness or injury, may either resume their previous short-term plan period, or start a new short-term plan period as defined under (b)(1) above:

(i) If the employee worked for fewer than 15 consecutive scheduled days, and the subsequent absence is related to the same illness or injury, they can resume their previous leave under (b)(1) above, up to the maximum total combined leave of six months;

(ii) If the employee worked for fewer than 15 consecutive scheduled days, and the subsequent absence is due to a new illness or injury, unrelated to the previous illness or injury, they shall be entitled to a further leave up to a maximum of six months;

(iii) If the employee worked for 15 consecutive scheduled days or more and became unable to work because of an illness or injury, they shall be entitled to a further six months of benefits regardless of if the illness or injury is related to a previous illness or injury.

(2) Employees who return to work after a period of illness or injury and who do not work the same number of hours that were scheduled prior to the illness or injury shall receive prorated benefits under this Plan, however, not beyond six calendar months from the initial date of absence as defined in Section (b)(1), if absence is due to the same illness or injury.

(d) *Doctor's Certificate of Inability to Work*

(1) The Employer may require an employee who is unable to work because of illness or injury to provide a statement providing medical evidence of the employee's inability to work in any of the following circumstances:

(i) Where the employee has been absent for six consecutive scheduled days of work;

(ii) On the third (or more) separate absence occurring in a six month period which may indicate a pattern of concern;

(iii) Where at least 30 days have elapsed since the last statement was obtained and the employee has been in receipt of plan benefits throughout that period.

Benefits will cease to be paid when an employee fails to provide satisfactory evidence of medical disability during the benefit period.

For the purpose of this clause, physician means a medical practitioner qualified to practise in the province of BC, Alberta or the Yukon, or any consulting physician to whom the employee is referred to by their medical practitioner.

(2) Where the Employer requires a doctor's certificate or medical assessment from the employee's physician specifying the employee's employment limitations and/or capabilities, the employee will be reimbursed, upon production of receipt, for 50% of the cost of the medical assessment or a doctor's certificate.

(e) *Integration With Other Disability Income*

Short-term benefits will be reduced by all other disability income benefits to which the absent employee is entitled except disability income which was being received prior to the illness or injury resulting in the employee being absent from work and which is unrelated to the illness or injury causing the current absence and the quarter day accumulation that is being used to supplement the Plan, pursuant to Section (b) (2).

Other disability income benefits will include:

(1) Any amount the absent employee receives from any group insurance, wage continuation or pension plan of the Employer;

- (2) any amount of disability income provided by any compulsory Act or law, except Employment Insurance sickness benefits and WorkSafeBC benefits payable in accordance with Section (a)(4);
- (3) Any periodic benefit payment from the Canada or Quebec Pension Plan or other social security plan of any country.

Notwithstanding the above, in the case of ICBC Weekly Indemnity payments or, in the case of personal insurance coverage integration will apply to the extent that the combination of Plan benefits and ICBC Weekly Indemnity payments, or personal insurance disability income benefits exceed either:

- (i) 100% of pay; or
- (ii) The applicable benefit percentage of the individual's average total monthly income in the 12 month period immediately preceding commencement of the disability, whichever is the greater. Where this provision is to apply, the employee will be required to provide satisfactory evidence of their total monthly income.

Notwithstanding the above, where an employee makes a successful wage loss claim against a third party for an injury for which the employee received or would receive STIIP benefits, the Employer will be entitled to recover or decrease Plan benefits by an amount equal to the amount that Plan benefits in combination with the wage loss claim paid exceed 100% of pay.

This section does not apply to a war disability pension paid under an Act of the governments of Canada or other commonwealth countries.

(f) *Benefits Not Paid During Certain Periods*

Benefits will not be paid when an employee is:

- (1) Receiving designated paid holiday pay;
- (2) Engaged in an occupation for wage or profit;
- (3) On strike or is locked out unless the strike or lockout occurred after the illness or injury resulting in the employee being absent from work;
- (4) Serving a prison sentence;
- (5) On suspension without pay;
- (6) On paid absence in the period immediately preceding retirement;
- (7) On any leave of absence without pay.

Notwithstanding (7) above, where an illness or injury occurs during a period of approved:

- (i) Educational leave;
- (ii) General leave of absence not exceeding 30 days;
- (iii) Maternity leave, parental leave or adoption leave which prevents the employee from returning to work on the scheduled date of return, the Short-Term Plan will be effective from the date of disability due to illness or injury and benefits will be paid for the balance of the six month period remaining from the scheduled date of return to work.

(8) Not actively engaged in a treatment program where the employee's physician determines it to be appropriate to be involved in such a program. An employee shall be afforded the opportunity to demonstrate there were reasonable grounds for not being engaged in a treatment program.

(g) *Employee to Inform Employer*

The employee shall inform the Employer as soon as possible of their inability to report to work because of illness or injury. The employee shall inform the Employer of the date of return to duty, in advance of that date, in order that relief scheduled for that employee can be notified.

(h) *Entitlement*

For the purpose of calculating six days per calendar year, one day shall be considered to be one day regardless of the regularly scheduled workday. Calculation for part-time employees and partial days will be on a prorated basis.

(i) *EI Premium*

The parties agree that the complete premium reduction from the Employment Insurance Commission accruing through the improved illness and injury plan will be returned to the Employer.

(j) *Benefits Upon Layoff or Separation*

(1) Subject to (2) and (3) below, regular employees who have completed three months of service and who are receiving benefits pursuant to Section (a)(3), (a)(4), or (b) shall continue to receive such benefits upon layoff or separation until the termination of the illness or until the maximum benefit entitlement has been granted, whichever comes first, if the notice of layoff or separation is given after the commencement of the illness for which the benefits are being paid.

(2) In the event that layoff or separation notice was given prior to the commencement of the illness, benefits will cease on the effective date of the layoff or separation only if the illness commenced within two months of the effective date of the layoff or separation.

(3) Benefits will continue to be paid in accordance with (1) above for which notice of layoff or separation was given prior to the commencement of the illness and if the illness commenced more than two months before the effective date of the layoff or separation.

17.2 Part II - Long-Term Disability Plan

The current LTD benefits are administered under an alternate benefits plan which is under review pursuant to the "Benefits Plan Review" MOU referenced in this agreement.

(a) *Eligibility*

(1) Regular full-time employees shall be covered by the Long-Term Disability Plan upon completion of six months active employment with the Employer. To be covered by the Plan, a regular part-time employee must be working in a position that requires at least half-time work on a regularly scheduled basis and must have completed six months active service in such a position.

(2) An employee who is not actively at work because of illness or injury on the workday coincident with, or immediately preceding, the date they would otherwise have become eligible for coverage under the Plan will not be eligible for coverage until the date the employee returns to active employment.

(3) Coverage in the Plan is a condition of employment.

(b) *Long-Term Disability Benefit*

In the event an employee, while covered under this Plan, becomes totally disabled as a result of an accident or a sickness, then, after the employee has been totally disabled for six months, including periods approved in Section 17.1(c), they shall be eligible to receive a monthly benefit as follows:

(1) While the employee has a sick bank balance to be used on a day-for-day basis, full monthly earnings will continue until the sick bank is exhausted, and Section 17.2(f) will not apply.

(2) When an employee has no sick bank, or after it is exhausted, the employee shall receive a monthly benefit equal to the sum of:

- (i) Effective upon ratification 70% of the first \$2,300 of monthly earnings; and
- (ii) 50% of the monthly earnings above \$2,300.

For the purposes of the above, earnings shall mean basic monthly earnings as at the date of disability as determined by the Employer.

The basic monthly earnings as at the date of disability shall be the salary in effect for the last month of the short-term plan period, or equivalent six month period, taking into consideration any retroactive adjustments. The date of disability for determining the commencement of the first 25 months of disability shall be the day following the last month of the short-term plan period, or an equivalent six month period.

(3) The long-term disability benefit payment will be made as long as an employee remains totally disabled in accordance with Section 17.2(c), and will cease on the date the employee recovers, or at the end of the month in which the employee reaches age 65, or resigns or dies, whichever occurs first.

(4) An employee in receipt of long-term disability benefits will be considered an employee for purposes of Public Sector Pension Plan and will continue to be covered by group life, extended health, dental and medical plans.

(5) When an employee is in receipt of the benefit described in (2) above, contributions required for benefit plans in (4) above and contributions for the Public Sector Pension Plan will be waived by the Employer.

(6) Employees will not be covered by any other portion of a collective agreement but will retain seniority rights should they return to employment within nine months following the cessation of benefits, or upon notice of the denial or cessation of benefits by either the claims paying agent or the Claims Review Committee as outlined in Section 17.2(m) whichever is later.

(c) *Total Disability*

(1) Total disability, as used in this Plan, means the complete inability because of an accident or illness of a covered employee to perform all the duties of their own occupation for the 25 months of disability except where accommodation has been made which enables an employee to work:

- (i) In their own occupation; or
- (ii) In a job other than their own occupation.

Where accommodation has been made which enables an employee to return to work they will not be considered totally disabled and the rate of pay shall be the rate for the job.

If the rate of pay for this job is less than the rate of pay of the employee at the date of disability, the employee's salary will be protected in accordance with relevant contract provisions at the employee's basic rate at the date of disability.

After the first 25 months of total disability, where accommodation has been made that enables an employee to return to a job other than their own occupation, the employee will not be considered totally disabled and their basic rate shall be the basic rate for the job or 75% of the basic rate of their own occupation, whichever is greater.

After the first 25 months of total disability, employees able by reason of education, training or experience to perform the duties of a gainful occupation for which the rate of pay is not less than 75% of the current rate of pay of their regular occupation at the date of disability will not be considered totally disabled and will therefore not be eligible for benefits under this Long-Term Disability Plan.

(2) Total disabilities resulting from mental or nervous disorders are covered by the Plan in the same manner as total disabilities resulting from accidents or other sicknesses, except that an employee who is totally disabled as a result of a mental or nervous disorder and who has received 25 months of Long Term Disability Plan benefit payments must be confined to a hospital or mental institution, or where they are at home, under the direct care and supervision of a medical doctor, in order to continue to be eligible for benefit payments.

During a period of total disability an employee must be under the regular and personal care of a legally qualified doctor of medicine.

(3) (i) If an employee becomes totally disabled and during this period of total disability engages in rehabilitative employment, the employee may earn in combination with benefits from this Plan up to 100% of their earnings at the date of disability. In the event that income from rehabilitative employment and the benefit paid under this Plan exceed 100% of the employee's earnings at date of disability, the benefit from this Plan will be further reduced by the excess amount.

(ii) In the case where rehabilitative employment has been approved while an employee is receiving a benefit under the provisions of Section 17.2(b)(1), the provisions of Section 17.2(c)(3)(i) shall not apply until the employee is receiving a benefit under Section 17.2(b)(2).

During a period of total disability an employee must be under the regular and personal care of a legally qualified doctor of medicine.

(d) *Exclusions from Coverage*

The Long-Term Disability Plan does not cover total disabilities resulting from:

(1) War, insurrection, rebellion, or service in the Armed Forces of any country after the commencement of this Plan;

(2) Voluntary participation in a riot or civil commotion except while an employee is in the course of performing the duties of their regular occupation;

- (3) Intentionally self-inflicted injuries or illness;
- (4) A disability known to the Employer and which was specifically taken into account by the Employer at time of hiring.

(e) *Pre-Existing Conditions*

An employee shall not be entitled to long-term disability benefits from this Plan if their total disability resulted from an accident, sickness or mental or nervous disorder with respect to which medical treatment, services or supplies were received in the 90 day period prior to the date of hire unless they have completed 12 consecutive months of service after the date of hire during which time they have not been absent from work due to the aforementioned accident, sickness or mental or nervous disorder with respect to which medical treatment, services or supplies were received. This clause does not apply to present employees who have been continuously employed since April 1, 1987.

(f) *Integration With Other Disability Income*

In the event a totally disabled employee is entitled to any other income as a result of the same accident, sickness, mental or nervous disorder that caused him/her to be eligible to receive benefits from this Plan, the benefits from this Plan will be reduced by 100% of such other disability income.

Other disability income shall include, but not necessarily be limited to:

- (1) Any amount payable under the *Workers Compensation Act* or Law or any other legislation of similar purpose; and
- (2) any amount the disabled employee receives from any group insurance, wage continuation or pension plan of the Employer that provides disability or retirement income; and
- (3) Any amount of disability income provided by any compulsory Act or law; and
- (4) any periodic primary benefit payment from the Canada or Quebec Pension Plans or other similar social security plan of any country to which the disabled employee is entitled or to which they would be entitled if their application for such a benefit were approved; and
- (5) Any amount of disability income provided by any group or association disability plan to which the disabled employee might belong or subscribe.

The amount by which the disability benefit from this Plan is reduced by other disability income will normally be the amount to which the disabled employee is entitled upon becoming first eligible for such other disability income. Future increases in such other disability income resulting from increases in the Canadian Consumer Price Index or similar indexing arrangements will not further reduce the benefit from this Plan.

Notwithstanding the above, in the case of ICBC Weekly Indemnity payments or, in the case of personal insurance coverage, integration will apply to the extent that the combination of Plan benefits and ICBC Weekly Indemnity payments or, personal insurance disability income benefits exceed either:

- (i) 100% of basic pay; or
- (ii) The applicable benefit percentage of the individual average total monthly income in the 12 month period immediately preceding commencement of the disability,

whichever is the greater. Where this provision is to apply the employee will be required to provide satisfactory evidence of their total monthly income.

Notwithstanding the above, where an employee makes a successful wage loss claim against a third party for an injury for which the employee received or would receive LTD benefits, the Employer will be entitled to recover or decrease Plan benefits by an amount equal to the amount that Plan benefits in combination with the wage loss claim paid exceed 100% of pay, subject to the following:

- (i) the amount of plan benefit recovered or decreased will be reduced limited to the legal fees attributed to the Employer's share based on the same ratio as the Employer's interest in the amount recovered to the total recovery;
- (ii) the existence of an action commenced by or on behalf an employee does not preclude the Employer from joining the employee's action of commencing an action on its own behalf respecting the benefits paid;
- (iii) where the Employer or the employee intends to commence of join such an action, they shall advise the other in writing of that intention.

(g) *Successive Disabilities*

If, following a period of total disability with respect to which benefits are paid from this Plan, an employee returns to work on a full-time basis for a continuous period of six months or more, any subsequent total disability suffered by that employee, whether related to the preceding disability or not, shall be considered a new disability and the disabled employee shall be entitled to benefit payments in accordance with the provisions of this Plan.

In the event the period during which such an employee has returned to work is less than six months and the employee again suffers a total disability and that is related to the preceding disability, the subsequent disability shall be deemed a continuation of the preceding disability, and the disabled employee shall be entitled to benefit payments in accordance with the provisions of this Plan as though they had not returned to work.

Should such an employee suffer a subsequent disability that is unrelated to the previous disability and, provided the period during which the employee returned to work is longer than one month, the subsequent disability shall be considered a new disability and the employee shall be entitled to benefit payments in accordance with the provisions of this Plan. If the period during which the employee returned to work is one month or less, the subsequent disability shall be deemed a continuation of the preceding disability and the disabled employee shall be entitled to benefit payments in accordance with the provisions of this Plan.

(h) *Cessation of Benefits*

An employee shall cease to be eligible for benefits of this Plan at the earliest of the following dates:

- (1) At the end of the month in which the employee reaches their 65th birthday;
- (2) On the date of commencement of paid absence prior to retirement;
- (3) On the date of termination of employment with the Employer.

Benefits will not be paid when an employee is serving a prison sentence.

Cessation of active employment as a regular employee shall be considered termination of employment except when an employee is on authorized leave of absence with or without pay.

(i) *Leave of Absence*

Employees on leave of absence without pay may opt to retain coverage under the Plan and shall pay the full premium, except when on approved Maternity Leave. Coverage will be permitted for a period of 18 months of absence without pay except that if the leave is for educational purposes the maximum period will be extended to two years. If an employee on leave of absence without pay or with partial pay, who has elected coverage under this Plan, becomes disabled, benefits under this Plan will be based upon monthly earnings immediately prior to the current leave of absence.

(j) *Benefits Upon Plan Termination*

In the event this Long-Term Disability Plan is terminated, the benefit payments shall continue to be paid in accordance with the provisions of this Plan to disabled employees who became disabled while covered by this Plan prior to its termination.

(k) *Contributions*

The cost of this Plan will be borne by the Employer.

(l) *Waiver of Contributions*

Employee contributions to this Plan shall be waived with respect to disabled employees during the time such an employee is in receipt of disability benefit payments from this Plan.

(m) *Claims*

(1) Long-term disability claims will be adjudicated and paid by a claims-paying agent to be appointed by the Employer. In the event a covered employee disputes the decision of the claims paying agent regarding a claim for benefits under this Plan, the employee may arrange to have their claim reviewed by a claims review committee composed of three medical doctors; one designated by the claimant, one by the Employer, and a third agreed to by the first two. Written notice of a disputed claim or an appeal under this Plan shall be sent to the Plan Administrator.

(2) (i) Written notice of an appeal must be submitted to the Plan Administrator within 60 days from the date the claims-paying agent rejected the claim. Due to extenuating circumstances, the time frame may be extended by the Plan Administrator.

(ii) Where the claims-paying agent denies benefits due to insufficient medical evidence being provided, an employee will have 60 days in which to provide satisfactory medical evidence to support their claim.

In such circumstances the 60 day appeal period in (i) above will not commence until the claims paying agent renders its decision based on the medical evidence provided.

Where the employee fails to provide further satisfactory medical evidence within the 60 day period, the claim will be deemed to have been denied and the appeal period in (i) above shall commence.

The expenses incurred by a claims review committee will be paid by the Plan.

(3) Where an employee has disputed the decision of the claims-paying agent and is awaiting the outcome of a review or an appeal, the employee will be considered to be on leave of absence without pay during the portion of the waiting period when they are not receiving pay or benefit allowance. During the waiting period an employee will continue to be covered by group life, extended health, dental and medical plans.

(4) LTD benefits received will be reduced by the same amount of benefits received for the same period under the *Employment and Assistance Act* and/or the *Employment and Assistance for Persons with Disabilities Act* (referenced in this section as the "Acts"), except where the benefits received for that period under these Acts are repaid to government. Where the employee has been deemed eligible for benefits under these Acts, which benefits exceed the LTD benefits level, LTD benefits will not be subject to reduction for that additional amount.

(n) *Physical Examination*

The Employer, at its own expense, shall have the right and be given the opportunity to have a medical doctor appointed by the Employer examine, as often as it may reasonably require, any employee whose injury, sickness, mental or nervous disorder is the basis of claim upon this Plan.

(o) *Canadian Currency*

All monies payable to or from this Plan shall be payable in Canada in Canadian currency.

(p) *Administration*

The Employer will be the administrator of the Plan. All questions arising as to the interpretation of this Plan shall be subject to the procedures in Articles 20 Resolution of Grievances and 21 Arbitration of the collective agreement.

(q) *Implementation by Regulation*

The provisions of this Plan shall become part of a memorandum of agreement between the parties and will be implemented by regulation.

(r) *Benefit Level*

Persons receiving benefits shall receive the same increases to their benefit level as do the employees covered by the terms and conditions of this collective agreement receive in wage increases.

17.3 Part III - Joint Advisory Committee

There shall be a joint advisory committee which shall consist of two representatives appointed by the Employer and two representatives appointed by the Union. The Employer and the Union may each appoint one alternate committee member. The purpose of the Committee shall be to consider and make recommendations to the bargaining Principals on all matters related to the effective administration of the Short-Term Illness and Injury and Long-Term Disability Plans and to consider and make recommendations to the bargaining Principals on any questions which may arise related to interpretation or application of the wording of Article 17. The Committee shall consider and report back on all matters related to the plans which may be referred to it jointly by the bargaining Principals.

ARTICLE 18 - LAYOFF AND RECALL**18.1 Layoff and Recall Procedure**

(a) In the event of layoff resulting from a decrease in the amount of work to be done in any given geographic region, shortage of funds or a reorganization, provided the retained employee is qualified to perform the duties related to the job, the following shall apply:

- (1) "Short-term" employees shall be laid off, in reverse order of seniority, prior to regular employees;
- (2) Regular part-time employees shall be laid off prior to regular employees in reverse order of seniority;
- (3) Regular employees shall be laid off in reverse order of seniority.
- (4) In the event of a layoff of employees with three or more years of seniority, the following shall apply:
 - (i) Employees shall have the right to displace employees who have less seniority within the same geographical region and same job title and classification; or
 - (ii) Displace a less senior regular or short-term employee within the same or lower paying classification within the same geographic region subject to being able to perform the job after a period of familiarization. The familiarization period shall be three months and subject to the provisions of Clause 7.6 Probationary Period of the collective agreement; or
 - (iii) The provisions of Article 25 Short-Term Employees shall apply upon exercising the right to displace the most senior short-term employee. A regular employee who chooses to displace the most senior short-term employee shall remain on a recall list for regular vacancies for a period of one year. In the event of a recall, all straight-time hours worked as a short-term employee will be credited as regular seniority.
 - (iv) For these employees exercising their rights pursuant to (i) above, they shall be deemed to have met the qualifications for the position.

(b) A committee composed of a representative of the Union and a representative of the Commission shall be established. The Committee will identify vacancies within the bargaining unit for which employees maybe qualified and which could be filled during the period of notice. The location, classification or classification series of employees to be laid off or recalled, is subject to mutual agreement by the parties.

(c) Employees shall be given an outline of the available options as soon as possible. Employees shall have the right to have a steward or union representative present during any interview regarding the above.

(d) (1) Within 30 days of receipt of notice of layoff, or of refusing job offers in accordance with Section 18.1(b) and (c), a regular employee with less than three years of seniority may elect to have their name placed on the recall list for one year or shall be deemed to have resigned and shall be entitled to severance pay in an amount equal to one week's pay for every year of service or major part thereof.

(2) A regular employee with three or more years seniority, the following shall apply: Within 30 days of receipt of notice of layoff, or of refusing job offers in accordance with Section 18.1(b) and (c), or declining to exercise their option pursuant to Section 18.1(a)(4)(i) and (ii), the employee may elect to be placed on the recall list for one year or shall be deemed to have resigned with severance pay based upon years of service as follows:

- (i) For the first year of completed employment, three weeks current salary;
- (ii) For the second year of completed employment, three weeks current salary;
- (iii) For each completed year thereafter, one-half months current salary.

The employee will not receive an amount greater than six months current salary.

(e) (1) Regular employees on layoff shall be recalled in order of seniority. Employees on layoff shall keep the Commission informed of their current address and phone number for recall purposes. Should an employee change their address or phone number during the period of layoff, they shall inform the Commission of such change.

(2) Any employee who is laid off and who fails to return to work within 10 working days notification to return to work shall be deemed to be terminated. An employee must respond to recall to a lower classification job, but may decline such and remain on the recall list. An employee who fails to respond to any written notice of recall shall be deemed to be terminated.

(3) A regular employee on layoff who fails to respond and report to work within the time limits specified in 18.1(e)(2), on a recall to a job of a continuing nature of equal or higher classification than that job from which they were laid off shall be terminated.

18.2 Advance Notice

The Commission shall notify regular employees, who are to be laid off, 20 working days prior to the effective date of layoff. If the employee has not had the opportunity to work 20 full days after notice of layoff, they will be paid in lieu of work for that part of the 20 days during which work was not made available.

ARTICLE 19 - SUSPENSION AND DISMISSAL

19.1 Suspension

The Commission may suspend an employee for just cause. Notice of suspension shall be confirmed in writing and shall set forth the reasons for the suspension.

19.2 Dismissal

(a) The Commission may dismiss any employee for just cause. Notice of dismissal shall be confirmed in writing and shall set forth the reasons for dismissal.

(b) Any employee terminated by the Employer for any reason other than just cause who has been employed for five years or longer, shall receive one week's pay for every year of employment up to a maximum of 10 years.

19.3 Burden of Proof

In all cases of discipline, the burden of proof of just cause shall rest with the Commission.

19.4 Investigator

Upon completion of Step 3 of the grievance procedure and where a difference still exists between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation or alleged violation of this agreement, including any questions as to whether a matter is arbitrable, during the term of the collective agreement, an investigator or substitute agreed to by the parties, shall at the request of either party:

- (a) investigate the difference;
- (b) define the issue in the difference; and
- (c) make written recommendations to resolve the difference within five days of the date of receipt of the request, and for those five days from that date, time does not run in respect of the grievance procedure;
- (d) the employer representative and the union representative who handled the grievance at Step 3 will represent their respective parties before the Investigator.

ARTICLE 20 - RESOLUTION OF GRIEVANCES

20.1 Grievance Recognition

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

- (a) Differences between the parties respecting the interpretation, application, operation or any alleged violation of this agreement, including a question as to whether or not a matter is subject to arbitration; or
- (b) The dismissal, discipline or suspension of an employee bound by this agreement. The procedure for resolving a grievance shall be the grievance procedure in this article.

20.2 Grievance Procedure Step 1

Every effort shall be made by the employee and their supervisor to settle the dispute through forthright discussion. The aggrieved employee shall have the right to have their steward present at such a discussion.

20.3 Grievance Procedure Step 2

If the dispute is not resolved orally, the aggrieved employee may, within 20 working days of the occurrence or of first learning of the occurrence, submit a written grievance as follows:

- (a) record their grievance on the appropriate grievance form, setting out the nature of the grievance and the date and circumstances from which it arose;
- (b) state the article or articles of the agreement alleged to have been violated, and the remedy or correction requested; and
- (c) forward the grievance form to the next appropriate excluded Manager, through the steward.
- (d) The Manager shall provide the steward with a date receipted copy of the grievance. Following their investigation, but not later than 10 working days after receipt of the grievance at Step 2, the Manager will reply in writing to the steward.

20.4 Grievance Procedure Step 3

Should the grievance remain unresolved, or the time limit for a reply at Step 2 not be met, the Union may, within 20 working days, refer the matter to the Vice-President, Human Resources or their designate.

The Vice-President, Human Resources or their designate, shall investigate all matters pertaining to the grievance and reply in writing to the Union within 20 working days of receipt of the grievance at Step 3.

20.5 Grievance Procedure Step 4

Failing resolution at Step 3, or if the time limit for a reply has not been met, the grievance may be submitted to arbitration by the President of the Union, or their designate. In such a case, they will notify the Commission of their intention and will do so within:

- (a) 20 working days of receipt of the Commission's reply; or
- (b) 20 working days after the Commission's reply was due.

20.6 Failure to Act

If the Union, at any step, does not present a grievance to the next higher level within the prescribed time limit, the grievance will be deemed to have been abandoned. However, the Union shall not be deemed to have prejudiced its position on any future grievances.

20.7 Amending Time Limits

The time limits fixed in this grievance procedure may be altered by mutual consent of the parties, but the same must be in writing.

20.8 Administrative Provisions

- (a) Replies to stewards to grievances at Step 2 shall normally be by secure email. If required, replies may be sent by certified mail, courier or facsimile.
- (b) Replies to grievances at Step 3 of the grievance procedure and notification to arbitrate under Step 4, shall be by certified mail, courier or facsimile.
- (c) Grievances, replies and notification shall be deemed to have been presented on the date on which they were verifiably transmitted, and received on the date they were delivered to the appropriate office of the Commission or the Union.

20.9 Deviation from Grievance Procedure

- (a) The Commission agrees that after a grievance has been initiated at Step 2 by the Union, the Commission's representative will not enter into discussion or negotiation, with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the Union.
- (b) In the event that after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that pursuant to this article, the grievance shall be considered to have been abandoned.

20.10 Technical Objections to Grievances

It is the intent of both parties to this agreement that no grievance shall be defeated merely because of a technical error, other than time limitations, in processing the grievance through the grievance procedure. To this end an arbitration board shall have the power to allow all necessary amendments to the grievance

and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

20.11 Policy Grievance

Where either party to this agreement disputes the general application, interpretation or alleged violation of an article of this agreement, the dispute shall be discussed initially with the Commission or the Union, as the case may be, within 20 working days of the occurrence. Where no satisfactory agreement is reached either party may submit the dispute to arbitration as set out in Article 21 - Arbitration.

20.12 Right to Grieve Other Disciplinary Action

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, and adverse reports. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record. Upon the employee's request any such document, other than formal employee appraisals, shall be removed from the employee's file after the expiration of 18 months from the date it was issued provided there has not been a further infraction. The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware of at the time of filing.

20.13 Suspension or Dismissal Grievances

(a) In the case of a dispute arising from an employee's suspension, a copy of the written notice of suspension shall be forwarded to the President of the Union, or their designate, within two working days of action being taken. The grievance may commence at Step 2 of the grievance procedure within 20 working days of the date on which the suspension occurred, or within 20 working days of the employee receiving notice of suspension.

(b) In the case of a dispute arising from an employee's dismissal, a copy of the written notice of dismissal shall be forwarded to the President of the Union, or their designate, within two working days of action being taken. The grievance may commence at Step 3 of the grievance procedure within 20 working days of the date on which the dismissal occurred, or within 20 working days of the employee receiving notice of dismissal.

ARTICLE 21 - ARBITRATION

21.1 Notification

Where a difference arising between the parties relating to the interpretation, application or administration of this agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this agreement has been violated, either of the parties may, after exhausting the grievance procedure in Article 20 Resolution of Grievances, notify the other party within 30 days of the receipt of the reply at the 3rd Step of its desire to submit the difference or allegations to a board of arbitration.

21.2 Composition of the Board of Arbitration

When a party has requested that a grievance be submitted to arbitration, it shall indicate to the other party to the agreement within seven days:

(a) Its intention to submit the matter in dispute to a single arbitrator to be agreed upon by both parties. Should either party not agree to submit the dispute to a single arbitrator, both parties shall then have seven days to name their appointee pursuant to (b) of this clause.

(b) The name of its appointee to a board of arbitration. Within seven days thereafter the other party shall indicate the name of its appointee to the Board of Arbitration. The two appointees shall then meet to select an impartial chairperson.

21.3 Failure to Appoint

If the recipient of the notice fails to appoint an arbitrator, or the two appointees fail to agree upon a chairperson within seven days of their appointment, the appointment shall be made by the Minister of Labour.

21.4 Board Procedure

The Board may determine its own procedure in accordance with the *Labour Code* of British Columbia and shall give full opportunity to all parties to present evidence and make representations. It shall hear and determine the difference or allegation and shall make every effort to render a decision within 30 days of its first meeting.

21.5 Decision of Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Arbitration Board shall be final, binding and enforceable on the parties. The Board shall have the power to dispose of a discharge or discipline grievance by any arrangement which it deems just and equitable. However, the Board shall not have the power to change this agreement or to alter, modify or amend any of its provisions.

21.6 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Arbitration Board to reconvene the Board to clarify the decision, which it shall make every effort to do within seven days.

21.7 Expenses of Arbitration Board

Each party shall pay:

- (a) The fees and expenses of the arbitrator it appoints.
- (b) One-half of the fees and expenses of the Chairperson.
- (c) One-half of the fees of the single Arbitrator.

21.8 Amending Time Limits

The time limits fixed in the arbitration procedure may be altered by mutual consent of the parties but the same must be in writing.

ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY

22.1 Statutory Compliance

The Union and the Employer agree to participate in the promotion of a healthy and safe work environment. Regulations pursuant to the *Workers Compensation Act* or any other statute of the Province

of British Columbia pertaining to the safe working environment, shall be fully complied with. Programs will be developed and/or maintained in all aspects of safety appropriate to the working environment with the involvement of the applicable Safety Committees referenced in Clause 22.3.

22.2 Environmental Health

Whenever possible, environmentally friendly products will be used in the workplace. The Union and the Employer will participate in the promotion of environmentally friendly activities to promote a safe and clean work environment. The Employer will maintain compliance with any further Workplace Hazardous Materials Information System (WHMIS) regulations.

22.3 Safety Committees

(a) The Employer and the Union agree to the continuance of Joint Occupational Health and Safety (JOHS) Committees established in various locations for the prevention of injury, illness and property damage, and for the promotion of safety training, awareness and health and wellness. The Committee will meet at least once per month to carry out the duties described in the terms of reference.

(b) Terms of reference for the JOHS Committees will include participation in the promotion and development of programs/activities focussed on reduction of risk of injury/illness and promotion of health and wellness and any other functions/duties as described in the WorkSafeBC regulations pertaining to Occupational Health and Safety. The Committee will be involved in recommendations to the Employer on the above matters for implementation.

(c) Each Committee shall include a suitable number of employee representatives who will be appointed by the Union and assigned as per the WorkSafeBC regulations requirements.

(d) Worker representatives of the Committee shall not suffer any loss of pay for the time spent to prepare for or attend a committee meeting or for carrying out any functions or duties as a committee member in accordance with the *Workers Compensation Act*. Worker representatives will be granted time reasonably necessary to prepare for meetings and will not exceed two hours paid by the Employer. Where the meeting is held outside the committee members' regular working hours, committee members will receive equivalent time off (ETO).

(e) All minutes of the Committee will be recorded in a mutually agreed format reviewed by both committee Chairs and posted on the Commission website within 30 days following the meeting.

(f) A worker representative will be entitled to annual employer-paid leave to attend Occupational Health and Safety (OHS) training courses. If OHS training falls on the worker representative's regular time off, the worker representative will receive ETO for attending the training.

(g) Where a worker representative is appointed to serve on the Committee for the first time, the employer will provide that representative with one day of paid education leave, during the first six months in which they serve on the Committee for the purposes of attending Committee Orientation training courses, conducted by the Union.

22.4 Unsafe Working Conditions

(a) An employee may exercise their right to refuse to do unsafe work.

(b) Where an employee acts in compliance with Occupational Health and Safety Regulations, they shall not be subject to disciplinary or discriminatory action for refusal to work on a job, if it is determined that the work does not meet the standards established pursuant to the *Workers Compensation Act*. This

will be determined through an on-site inspection and a discussion with the representative of the Employer. The on-site inspection can be completed by either:

- (1) A member of the Joint Occupational Health and Safety Committee; or
- (2) A person designated by the JOHS committee; or
- (3) A WorkSafeBC Safety Officer.

22.5 Injury Pay Provision

An employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of their shift without deduction from the Short-Term Illness and Injury Plan.

22.6 Transportation of Accident Victims

Transportation to the nearest qualified medical practitioner or hospital for employees requiring medical care as a result of an on-the-job accident shall be provided or at the expense of the Employer. The Employer shall reimburse transportation costs for the employee to return to the work centre, assembly point or to the employee's home, as appropriate following treatment.

22.7 Investigation of Accidents

- (a) All accidents/incidents shall be jointly investigated by at least one worker representative and one employer representative pursuant to and in compliance with the requirements of WorkSafeBC regulations.
- (b) All accident reports will be completed within WorkSafeBC timelines and reviewed by the appropriate JOHS Committee and appropriate recommendations may be made.
- (c) If the Employer's representative is a member of the bargaining unit, nothing in this clause restricts the right of the Employer to require their representative in (a) above to complete other reports related to the accident under investigation.
- (d) In the event of a fatality the Employer shall immediately notify the Union President or designate of the nature and circumstances of the accident and arrange as soon as possible for an investigation pursuant to (a) above.

22.8 Clearance from Qualified Medical Practitioner to Resume Work

When an employee suffers from a compensable injury, the employee shall resume work when they receive clearance to do so by WorkSafeBC or a qualified medical practitioner as described in Article 17, Clause 17.1(d)(1) Short-Term Illness and Injury Plan. If the Employer believes that the employee may not be ready to return to work as a result of a secondary medical condition, the employee may be required to provide additional clearance from their qualified medical practitioner before they return to work.

22.9 Safety Footwear

- (a) Safety footwear that meets WorkSafeBC Regulation Standards must be worn by all staff where it is required by WorkSafeBC or the Employer.
- (b) The Employer shall reimburse each employee an annual safety footwear reimbursement of up to \$250 intended for safety footwear as per Clause 7.16(a) Uniforms or Special Clothing to a maximum of three per year, upon submission of the original receipt.

- (c) Short-term employees shall be eligible for this footwear reimbursement upon completion of 90 initial workdays, and thereafter be entitled to reimbursement in accordance with this article upon completion of the equivalent of 12 months' work.
- (d) Short-term seasonal staff hired on an annual basis for a period of six months or longer will be eligible for the annual reimbursement outlined in (b).

22.10 Communicable Disease Prevention

- (a) The Union and Employer share a desire to prevent exposure to communicable diseases that are identified in the workplace that pose a risk to workers.
- (b) When the Employer becomes aware of communicable diseases in the work area, the Employer will inform workers of the possible risk.
- (c) The Employer shall provide education/training as appropriate, to address measures that can be taken to prevent exposure.
- (d) Where a vaccination is recommended by the BC Centre for Disease Control (BCCDC) as a preventative measure, this will be made available, at the Employer's expense, to employees who are identified to be at risk of exposure.
- (e) When an employee acquires a communicable disease that potentially was acquired out of and in the course of employment, it will be reported and investigated through the process identified in Clause 22.7.
- (f) The Home Office Occupational Health and Safety Committee will review and make recommendations to the Employer on prevention/exposure protocols, education/training and protective equipment and clothing.

22.11 Parasitic Infestation Prevention

- (a) The Employer and Union share a desire to prevent parasitic infestations that are identified in the workplace that pose a risk to workers.
- (b) When the Employer becomes aware of a parasitic infestation in the work area, the Employer will inform workers of the possible risk.
- (c) The Employer shall provide education/training as appropriate, to address measures that can be taken to prevent infestation.
- (d) Where an employee experiences a parasitic infestation that potentially was acquired in the workplace, it will be reported and investigated through the process identified in Clause 22.7.
- (e) Where an employee's personal residence is a BC Housing accommodation as per Article 8 (resident building managers) and is found to have an infestation, it will be addressed as per the current treatment practice for the residences in the building.
- (f) Where an employee's personal residence is not a BC Housing property, and is found to have an infestation, an initial investigation to determine the nature of the contraction will be conducted through the process identified in Clause 22.7.

If agreed that the infestation is due to a workplace contraction, the Employer will provide appropriate extermination services or if extermination services have already been performed, reimburse the employee the cost of extermination to a maximum of \$600, with provision of receipts.

22.12 Occupational First Aid

- (a) First aid attendants, kits and required equipment will be available in accordance with WorkSafeBC regulations.
- (b) Where required, the Employer will arrange for training for employees to obtain or renew Occupational First Aid certification, including, if required, leave to attend training.
- (c) Any required course materials will be provided at the Employer's cost.

22.13 Safety Training/Orientation

The Employer will provide health and safety orientations and in-service which are necessary for safe techniques for providing services, the safe performance of work, work environment, the safe use of equipment and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes. Specific training as required under WorkSafeBC regulations will be applied.

22.14 Skin Protection from Ultra-Violet Radiation

The Joint Occupational Health and Safety Committee will identify situations where employees' duties will involve unavoidable exposure to ultra-violet radiation for periods of time that would require an appropriate broad-spectrum sunscreen or other preventative measures to reduce or eliminate exposure.

The Joint Occupational Health and Safety Committee shall make recommendations to the uniform committee, as detailed in Clause 7.16(d), on clothing appropriate to address the management of ultraviolet radiation exposure.

22.15 Prevention of Violence in the Workplace

The Employer is committed to protecting workers from all forms of violence in the workplace and will take all reasonable steps to eliminate, reduce or minimize threats to the safety of employees. As such, safe work practices will be incorporated into the Employer's Prevention of Violence in the Workplace policy and procedures to increase employee awareness, education and training in the prevention of injury or illness.

Any programs, policies and procedures established to address violence in the workplace will continue to be compliant with all aspects of the WorkSafeBC regulations and will be made available to all employees through the Health & Safety page on the Human Resources area of the internal staff intranet site.

The Employer will ensure that all employees receive training and orientation on all relevant safe work programs, policies and procedures. These include:

- safe work procedures
- critical event stress management services
- working alone procedures
- domestic violence
- alerts and special notices (to identify clients known to have potential of violence)

Employees will receive training at the Employer's expense in recognizing and handling threats to safety.

22.16 Mental Health

The Union and the Employer recognize the importance of supporting and promoting a psychologically healthy workplace and as such, will adhere to all applicable statutes, policy, guidelines and regulations pertaining to the promotion of mental health. The Employer will support, at their expense, the provision

of education and training in Mental Health First Aid for employees where it is a requirement of their position. Training will be made available to other employees on a voluntary basis.

A subcommittee, comprised of volunteer representatives from all JOHS committees, will be established to provide recommendations and assistance in the review and development of programs targeted to address mental health in the workplace and promote awareness.

22.17 Injury Prevention

(a) The Employer and the Union agree that there is a shared interest in minimizing and/or eliminating injuries or illnesses which are work-related.

(b) The local Occupational Health and Safety Committee shall work proactively to identify and minimize factors which may cause or contribute to risk, including:

- (1) Lifting and manual handling
- (2) Use of hand tools
- (3) Operating equipment
- (4) The layout of the workstation and equipment
- (5) Posture and movement
- (6) Environmental conditions
- (7) Physical and psychological demands of work

(c) Where new equipment or practices are introduced to the workplace, or during the design and planning stages of new or renovated workplaces or workstations, the Employer will seek the appropriate advice with respect to the risk factors noted in (b) above. Such advice will be sought from resources which will include the JOHS Committee or worker health and safety representatives.

22.18 Working Alone

The Employer has developed, and will continue to maintain, a Working Alone procedure(s) in consultation with the JOHS Committee and in compliance with WorkSafeBC regulations. Check-in procedures will be maintained to ensure the safety of all employees who work alone or in isolation where assistance would not be readily available to the worker.

Before a worker is assigned to work alone or in isolation, the Employer must identify any hazards and assess the risk to the worker and eliminate or minimize the risk from the hazard. The Employer must maintain and implement a written procedure for checking the well-being of a worker assigned to work alone or in isolation.

ARTICLE 23 - TECHNOLOGICAL CHANGE

23.1 Article Purpose

The purpose of this article is to provide for technological change and to minimize any adverse effects of such change on employees in the bargaining unit by providing for retraining, transfer, early retirement or severance pay.

23.2 Advance Notice

Two months before the introduction of any technological change, the Employer shall notify the Union of the proposed change.

23.3 Retraining, Transfer or Early Retirement

- (a) Wherever practical, an employee whose job is eliminated by technological change shall be eligible:
- (1) for retraining to equip them to operate such new equipment, as outlined in Article 23.3(b). Should such retraining fail, Articles 23.3(a)(2) or (3) will apply;
 - (2) to transfer into a vacancy created by bumping, in the same or lower classification, provided that they presently have the necessary qualifications, merit and ability to do the job and have greater seniority than the incumbent. If the transfer takes place, Articles 5.7 The Commission and the Union to Acquaint New Employees and 11.2 Wage Payment will apply;
 - (3) if the transferring employee does not have the necessary qualifications, merit and ability to perform the lowest bumpable job, retraining will take place as outlined in Article 23.3(b). Should such retraining fail, Article 23.4 will apply;
 - (4) or early retirement as provided by the *Public Sector Pension Plans Act*.
- (b) Retraining will be provided by the Commission without cost to employees, but employees must become capable of doing the new job within 30 days (or such longer period as may be agreed to by the Commission and the Union).
- (c) Articles 23.3(a)(2) or 23.4 will apply to an employee who has been bumped.
- (d) Employees shall have the right to have their shop steward present when discussions on the above are taking place.
- (e) Any dispute arising out of adjustment to technological change shall be resolved by reference to the grievance and arbitration provisions in Articles 20 Resolution of Grievances and 21 Arbitration.

23.4 Termination or Layoff and Recall

In cases where retraining is not possible, or where bumping rights cannot be exercised, the employee(s) shall elect:

- (a) To be laid off and placed on the recall list as set out in Article 18 Layoff and Recall;
- (b) Early retirement as provided by the *Public Sector Pension Plans Act*;
- (c) Severance of employment as specified in Clauses 23.5 and 23.6.

23.5 Severance Pay Eligibility

An employee shall be eligible for severance pay immediately if they elect termination under Clause 23.4(c). If they elect to go on a recall list under Clause 23.4(a) and are not recalled after six months, they shall be eligible for severance pay at that time (in the same amount as they would have received if they had elected termination immediately under Clause 23.4(c)) and their employment shall be terminated.

23.6 Payment of Severance Pay

Full-time regular employees eligible for severance pay under Clause 23.4 and Clause 23.5, or whose employment is terminated due to closure of all or part of the Commission's operation, shall be paid severance pay according to the following formula: employees with more than one year of continuous employment shall receive two weeks' pay for each full year of service, to a maximum of 26 weeks' pay.

An employee who is paid severance pay shall also be entitled to any accrued vacation entitlement (or pay in lieu) under Article 14 Annual Vacations.

23.7 Rehire

In the event an employee who has been severed in consequence of a technological change (and paid severance under Clause 23.6) is subsequently rehired, it is understood that they are hired only as a new employee for all purposes of this agreement.

23.8 Other Claims

Employees who are paid severance pay shall have no other claim for the loss of their employment.

ARTICLE 24 - MATERNITY, PRE-ADOPTION AND PARENTAL LEAVE

This article describes the various leaves and allowances for pregnant employees and new parents. The clauses that outline the various leaves include:

- 24.1 - Maternity Leave Allowance and Provisions;
- 24.2 - Pre-Placement Adoption Leave Allowance and Provisions;
- 24.3 - Parental Leave Allowance and Provisions;
- 24.4 - Maternity/Parental Leave and Allowance During the Benefit Waiting and Benefit Transition Period; and
- 24.8 - Extended Child Care Leave.

The following graphs present the most common combinations of leave under this article:

Scenario	Benefit Waiting Period 24.4(a)	Maternity Leave 24.11(a)(1)	Parental Leave 24.3(a)(2)(i)	Benefit Transition Period 24.4(c)	Total Leave
<i>A pregnant employee who takes:</i>					
Standard leave	1 week	15 weeks	35 weeks	1 week	52 weeks
Extended leave	1 week	15 weeks	61 weeks	1 week	78 weeks
Maternity leave only	1 week	15 weeks	n/a	n/a	16 weeks
Maternity leave and partial parental leave	1 week	15 weeks	Less than 35 weeks	n/a	Less than 51 weeks
<i>An employee who takes:</i>					
Standard parental leave and the other parent served the benefit waiting period	n/a	n/a	Up to 35 weeks	n/a	Up to 35 weeks
Standard parental leave and the other parent did not serve the benefit waiting period	1 week	n/a	Up to 35 weeks	1 week	Maximum of 37 weeks
<i>Both parents are employees:</i>					
<i>Standard Leave</i> Birth Parent Second Parent	1 week n/a	15 weeks n/a	Less than 35 weeks Balance of the 35 weeks	n/a 1 week	Maximum of 52 weeks combined
<i>Extended Leave</i> Birth Parent Second Parent	1 week n/a	15 weeks n/a	Less than 61 weeks Balance of the 61 weeks	n/a 1 week	Maximum of 78 weeks combined

Any leave under 24.8 - Extended Child Care Leave would commence immediately following any other leave taken.

24.1 Maternity Leave Allowance and Provisions

(a) *Maternity Leave*

(1) A pregnant employee in their initial probation period shall qualify for maternity leave in accordance with the *Employment Standards Act*. The provisions outlined below do not apply to employees in their initial probation period.

(2) A pregnant employee who has completed their initial probation period shall qualify for maternity leave of up to 15 consecutive weeks without pay.

(3) Maternity leave may commence immediately following any leave taken pursuant to Clause 24.4.

(b) *Notice Requirements*

(1) A pregnant employee shall notify the Employer in writing of the expected delivery date. Such notice will be given at least 10 weeks prior to the expected delivery date. Notice shall be accompanied by a medical certificate from a qualified medical practitioner licensed to practise in BC or a registered midwife.

(2) Maternity leave may commence up to 13 weeks, but no later than six weeks, before the expected date of delivery. However, the commencement of maternity leave can be deferred for any period approved in writing by a qualified medical practitioner or a registered midwife confirming the employee's ability to perform their duties. Where required and practical, the Employer will explore accommodation options that are medically recommended.

(3) The employee will provide the Employer with a minimum of four weeks' written notice prior to the intended start date of the maternity leave.

(c) *Illness or Injury Prior to Maternity Leave*

(1) Where an employee who is at work becomes ill or injured prior to commencing maternity leave between 13 to six weeks prior to the expected date of delivery, such illness or injury shall be covered by the Short-Term Illness and Injury Plan (STIIP) as follows:

(i) where the illness or injury is not directly related to the condition of pregnancy, STIIP coverage may extend to the scheduled commencement of maternity leave;

(ii) where the illness is caused through a condition related to the pregnancy and the employee returns to work before the scheduled commencement date of maternity leave, coverage will be as follows:

a. if the employee returns to work before the scheduled commencement date of maternity leave, the period of absence will be covered by STIIP.

b. where an employee is not returning to the workplace, maternity leave will commence on the latter of the first date of illness, or six weeks prior to the expected delivery date pursuant to Clause 24.1(b)(1).

(2) Where there is a confirmed disease or condition in the workplace which could be harmful to pregnancy, the Employer will make every reasonable effort to accommodate and ensure the safety of, the employee in the workplace. In the event that the employee cannot be accommodated, the employee may be entitled to:

- (i) commence maternity leave if within the 13 weeks prior to the expected date of delivery; or
- (ii) access their available personal leave credits under Clause 14.1 - Vacation or other earned leave; or
- (iii) access general leave without pay pursuant to Clause 15.12 - General Leave; or
- (iv) access vacation leave credits that will be accrued during maternity leave as outlined in Clause 24.7(c).

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

(d) *Maternity Leave Allowance*

(1) An employee who qualifies for maternity leave may be paid a maternity leave allowance which consists of a maximum of 15 weekly payments, equivalent to the difference between employment insurance gross benefits and any other earning received by the employee and 85% of the employee's basic pay.

(2) In order to receive this allowance, the employee must provide to the Employer, proof that they have applied for and are eligible to receive employment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for maternity leave allowance.

(3) Maternity leave allowance may commence immediately following a leave or allowances taken pursuant to Clause 24.4.

(e) *Human Resources Development Canada Supplemental Employment Benefit Plan*

(1) Maternity leave allowance is provided under Human Resources Development Canada Supplemental Employment Benefit (SEB) Plan which supplements the employment insurance benefits received by eligible employees who are on approved maternity leave.

(2) Under the SEB Plan, the maximum number of weeks for which maternity leave allowance is payable is 15 weeks.

(3) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the SEB Plan.

24.2 Pre-Placement Adoption Leave Allowance and Provisions

(a) *Pre-Placement Adoption Leave*

(1) Upon request and with appropriate documentation, an employee is entitled to pre-adoption leave without pay of up to seven weeks (262.5 work hours) per calendar year.

(2) The leave may be taken intermittently and only for the purpose of:

- (i) Attending mandatory pre-placement visits with the prospective adoptive child;
 - (ii) to complete the legal process required by the child's or children's country for an international adoption, including travel prior to the child being placed in the employee's care.
- (3) Pre-placement visits are not normally required where the adoption is a direct placement. Examples of direct placement adoptions are:
- (i) Adoptions by a family member;
 - (ii) Adoptions by the partner of a birth parent; and
 - (iii) Adoptions by foster parents if the child or children were living with the foster parents immediately before the adoption process.
- (4) Leave under this provision will end on the date of placement of the adoptive child(ren) in the employee's care and may not be used for an employee to travel following the date of the placement.

(b) *Pre-Placement Adoption Leave Allowance*

An employee is entitled to pre-adoption leave allowance of 85% of their basic pay during the leave period.

24.3 Parental Leave Allowance and Provisions

(a) *Parental Leave*

- (1) An employee in their initial probation period shall qualify for parental leave in accordance with the *Employment Standards Act*. The provisions outlined below do not apply to employees in their initial probation period.
- (2) An employee who has completed their initial probation period shall qualify for parental leave as follows:
- (i) standard parental leave of up to 35 consecutive weeks without pay; or
 - (ii) extended parental leave of up to 61 weeks without pay.
- (3) Leave under this clause shall commence:
- (i) in the case of a birth parent, immediately following the conclusion of leave taken pursuant to Clause 24.1 or 24.4;
 - (ii) in the case of the non-birth parent or the common-law partner of the birth parent, including a same-sex partner, immediately following the birth or placement of the adoptive child, and following the conclusion of any leave taken pursuant to Clause 24.4;
 - (iii) the commencement of the leave taken pursuant to (i) or (ii) above may be deferred by mutual agreement. Such agreement shall not be unreasonably withheld. However, the leave must begin:
 - a. within a 52-week period after the date of birth or placement of the adoptive child for employees who choose standard parental leave; or

- b. within a 78-week period after the week of birth or placement of the adoptive child for employees who choose extended parental leave.
- (4) The leave period may be extended without pay beginning immediately after the standard or extended parental leave period as follows:
- (i) An additional five weeks where the employee's claim is extended pursuant to Section 12(7) of the *Employment Insurance Act*.
 - (ii) Pursuant to the Government of Canada Parental Sharing Benefit:
 - a. If the employee opts for standard parental leave and shares the benefits with the non-birth parent, they can receive an additional five weeks for a total of up to 40 weeks, which can be divided however they choose. However, one parent cannot receive more than 35 weeks of standard parental leave.
 - b. If the employee opts for extended parental leave and shares the benefits with the non-birth parent, they can receive an additional eight weeks for a total of up to 69 weeks, which can be divided however they choose. However, one parent cannot receive more than 61 weeks of extended parental leave.

Any changes to the Government of Canada Parental Sharing Benefit will automatically apply.

(iii) Up to an additional five consecutive weeks, if the child has a physical, psychological or emotional condition requiring an additional period of parental care, pursuant to the *Employment Standards Act*.

(b) *Notice Requirements*

(1) An employee shall notify the Employer in writing of their proposed leave commencement date, including details of whether they would like to opt for standard or extended parental leave. Such notice will be given at least four weeks prior to the proposed leave commencement date. Notice shall be accompanied by a medical certificate or other evidence stating the date of birth of the child or, where applicable, proof of adoption.

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

(c) *Parental Leave Allowance*

(1) An employee who qualifies for parental leave may be paid a parental leave allowance as follows:

(i) for those who opt for standard parental leave the standard parental leave allowance will consist of a maximum of 35 weekly payments, equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and 75% of the employee's basic pay. Where both parents are employees of the Employer, the employees shall determine the apportionment of the 35 weeks standard parental leave allowance between them.

(ii) for those who opt for extended parental leave, the extended parental leave allowance will consist of a maximum of 61 weekly payments equivalent to the overall amount the employee would have received with 35 weekly payments calculated under the standard parental leave allowance. Where both parents are employees of the Employer, the employees shall determine the apportionment of the 35 weekly payments spread out over 61 weeks extended parental leave between them.

(2) In order to receive this allowance, the employee must provide to the Employer, proof of application and eligibility to receive employment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for parental leave allowance.

(d) *Human Resources Development Canada Supplemental Employment Benefit Plan*

(1) Parental leave allowance is provided under Human Resources Development Canada Supplemental Employment Benefit (SEB) Plan which supplements the employment insurance benefits received by eligible employees who are on approved parental leave.

(2) Under the SEB Plan, the maximum number of weeks for which parental leave allowance is payable is 35 weeks for standard leave or 61 weeks for extended leave.

(3) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the SEB Plan.

24.4 Maternity/Parental Leave During the Benefit Waiting and Allowance During the Benefit Waiting and Benefit Transition Period

(a) *Benefit Waiting Period Leave*

Where an employee is required by Employment Insurance to serve a one week waiting period for Employment Insurance Maternity/Parental benefits, the employee will be entitled to one week without pay immediately before leaves pursuant to Clause 24.1(a)(2) or 24.3(a)(2) as the case may be. This leave is for the express purpose of covering the Employment Insurance benefit waiting period.

(b) *Benefit Waiting Period Allowance*

An employee who is entitled to leave under Clause 24.4(a) shall be paid a leave allowance equivalent to one week at 85% of the employee's basic pay.

(c) *Benefit Transition Period Leave*

When an employee was required to serve the one week waiting period for Employment Insurance, and has exhausted all benefits under Employment Insurance, they are entitled to one week without pay immediately following any leave taken pursuant to Clause 24.3(a)(2) if the employee takes the maximum leave entitlement pursuant to Clause 24.3(a)(2).

(d) *Benefit Transition Period Allowance*

An employee who is entitled to leave under Clause 24.4(c) shall be paid a leave allowance equivalent to one week at 85% of the employee's basic pay for the last week of the leave.

24.5 Benefits Continuation

- (a) For leaves taken pursuant to Clause 24.1(a)(2), 24.2(a), 24.3(a)(2), 24.4(a), and 24.4(c), the Employer shall maintain coverage for medical, extended health, dental, group life and long-term disability, and shall pay the Employer's share of these premiums.
- (b) Pursuant to (a) above, the employee will be subject to the provisions of Clause 24.9.

24.6 Deemed Resignation

- (a) An employee shall be deemed to have resigned on the date upon which leave pursuant to Clauses 24.1(a), 24.2(a), 24.3(a) or 24.4(a) commenced unless they advised the Employer of their intent to return to work one month prior to the expiration of the leave taken pursuant to Article 24 Maternity, Pre-Adoption and Parental Leave or if they do not return to work after having given such advice.
- (b) Pursuant to (a) above, the employee will be subject to the provisions of Clause 24.9.

24.7 Entitlements Upon Return to Work

- (a) An employee who returns to work after the expiration of maternity, pre-adoption or parental leaves shall retain the seniority the employee had accumulated prior to commencing the leave and shall be credited with seniority for the period of time covered by the leave.
- (b) On return from maternity, pre-adoption or parental, leaves, an employee shall be placed in the employee's former position or in a position of equal rank and basic pay.
- (c) Notwithstanding Clause 14.1(c) - Vacation and 14.5 - Vacation Carryover, vacation entitlements and vacation pay shall continue to accrue while an employee is on leave pursuant to Clauses 24.1(a)(2) and 24.4(a), providing:
 - (1) the employee returns to work for a period of not less than six months;
 - (2) the employee has not received parental allowance pursuant to Clause 24.3(c); and
 - (3) the employee was employed prior to the date of ratification of this agreement.
- (d) Vacation earned pursuant to this clause may be carried over to the following year, notwithstanding Clause 14.5 - Vacation Carryover.
- (e) Employees who are unable to complete the return to work period in c(1) above as a result of proceeding on maternity, pre-adoption or parental leave shall be credited with their earned vacation entitlements and vacation pay providing the employee returns to work for a period of not less than six months following the expiration of the subsequent maternity, parental or pre-adoption leave.

24.8 Extended Child Care Leave

Upon written notification, no later than six weeks prior to the expiration of the aggregate leave taken pursuant to Clauses 24.1(a)(2), 24.2(a), 24.3(a)(2) and 24.4(a), and 24.4(c), an employee may be granted a further unpaid leave of absence up to and not to exceed six months.

The following provisions would apply:

- (a) An employee wishing continued coverage under any applicable benefit plans shall pay the total premium costs while on extended child care leave.
- (b) An employee on extended child care leave shall provide the Employer with at least one month's written notice of return from such leave, as per Clause 24.6.

- (c) Upon return from extended child care leave, an employee shall be placed in their former position or a position of equal rank and basic pay.

24.9 Maternity, Pre-Adoption and/or Parental Leave Repayment Provisions

(a) *Maternity, Pre-Adoption and/or Parental Leave Allowances*

(1) To be entitled to the maternity and/or parental benefit waiting period and/or pre adoption leave allowances pursuant to Clauses 24.1(d), 24.2(b), 24.3(c), 24.4(b) and 24.4(d), an employee must sign an agreement that they will return to work and remain in the Employer's employ for a period of at least six months or equivalent to the leaves taken, whichever is longer, after their return to work.

(2) Should the employee fail to return to work and remain in the employ of the Employer for the return to work period in (1) above, the employee shall reimburse the Employer for the maternity and/or parental benefit waiting period and/or pre-adoption leave allowance received on a pro rata basis.

(b) *Benefits*

Should an employee deemed to have resigned in accordance with Clause 24.6, or fail to remain in the employ of the Employer for at least six months or a period equivalent to the leaves taken at (a)(1) above, whichever is longer, after their return to work, the Employer will recover monies paid pursuant to Clause 24.5 on a pro rata basis.

(c) *Repayment Deferral*

The payment provisions in this Clause shall be deferred when an employee takes leave pursuant to Clause 24.8 until the expiration of that leave. Notification of return to work shall be subject to Clause 24.6.

24.10 Benefits Upon Layoff

Regular employees who have completed three months of service and are receiving an allowance pursuant to Clause 24.1(d), 24.3(c), 24.4(b) and /or 24.4(d), shall continue to receive that allowance upon layoff, until the allowance has been exhausted, provided the notice of layoff is given after the commencement of the leave.

ARTICLE 25 - SHORT-TERM EMPLOYEES

25.1 Letter of Appointment

A short-term employee shall receive a letter of appointment clearly stating their employment status and expected duration of employment. In the event a regular employee at their own request receives such an appointment, their seniority as a regular employee is lost.

25.2 Pay in Lieu of Vacation

A short-term employee will be entitled to receive pay in lieu of vacation at the rate of 6% of their regular earnings. Vacation pay will be calculated and included on each biweekly paycheque. Commencing the calendar year 2001, short-term employees who are recalled on an annual basis, for seasonal work, which is of a duration of six months or longer, and providing seniority has not been lost, will be entitled to receive

pay in lieu of vacation at the rate of 8% of their regular earnings commencing in the eighth calendar year and 10% commencing in the twelfth calendar year.

25.3 Applicable Articles

(a) The following articles of this collective agreement will apply to short-term employees: 1 - Preamble, 2 - Management Recognition and Rights, 3 - Union Recognition and Rights, 4.1 - Union Membership, 4.2 - Check-off of Union Dues and Assessments, 5 - Employer-Union Relations, 6 - Harassment and Bullying in the Workplace, 7.1 - Vacancy Postings, 7.2 - Appointments, 7.3 - Interview Expense, 7.4(a)(b)(c) - Job Selection Disputes, 7.7 - Performance Review, 7.9 - Employer Sponsored Training Courses, 7.11 - Employee Parking, 7.12 - Employment Related Legal Action, 7.13 - Transfers Without Postings, 7.14 - Employee Contact, 7.15 - Joint Return to Work Committee, 7.16 - Uniforms or Special Clothing, 7.17 - Non-Related Duties, 7.18 - Dismissal for Abandonment of Position, 7.19 - Personnel File Access, 7.20 - Professional/Certification Fees, 8 - Positions, 10.1 - Annual Hours of Work, 10.2 - Work Schedules, 10.3 - Rest Periods, 10.4 - Meal Periods, 10.5 - Shift Work, 11.1 - Wage Rates, 11.2(b) - Wage Payment, 11.3 - Wage Payment on Termination, 11.4 - Vehicle Allowance, 11.5(a)(b) - Work at a Higher Wage Rate and Temporary Assignments, 11.6 - Isolation Allowance, 11.7 - Meal Allowances, 11.8 - Telephone Allowance, 11.10 - Transportation for Employees, 11.11 - Transportation to Another Work Location, 12.1 - Authorization and Application of Overtime, 12.2 - Overtime Entitlement, 12.3 - Overtime Compensation, 12.4 - Right to Refuse Overtime, 12.5 - Recording of Overtime, 12.7 - Overtime for Part-Time Employees, 12.10 - Overtime Meal Allowance, 13.1 - Paid Holidays, 13.3 - Holidays Falling on Saturday or Sunday, 13.4 - Holiday Falling on a Day of Rest, 13.5 - Holiday Falling on a Scheduled Workday, 15.5 - Bereavement Leave, 15.13 - Elections, 15.14 - Compassionate Care Leave, 15.15 - Other Religious Observances, 18.1(a)(1) - Layoff and Recall Procedure, 19 - Suspension and Dismissal, 20 - Resolution of Grievances, 21 - Arbitration, 22 - Occupational Health and Safety, 25 - Short-Term Employees, 26 - General Provisions, 28 - Expiration of Agreement, Appendix B.

(b) Maternity leave for short-term employees shall be in accordance with the *Employment Standards Act*.

(c) Upon completing 90 workdays (seven and one-half hour shifts) a short-term employee's seniority shall include the accumulated 90 workdays.

(d) Where a short-term employee reports to work as scheduled or instructed they shall be paid for two hours wages at their regular hourly rate, if there is no work available or work of less than two hours duration.

25.4 Designated Paid Holidays

Short-term employees shall be compensated for the paid holidays in accordance with the *Employment Standards Act*.

25.5 Health and Welfare

(a) In lieu of health and welfare benefits, short-term employees, effective date of ratification shall receive compensation of 78¢ per working hour, up to a maximum of \$58.50 per biweekly pay period.

(b) Short-term employees who are recalled on an annual basis, for seasonal work, which is of a duration of six months or longer, will be eligible for coverage under Basic Medical Insurance and Life and Accidental Death and Dismemberment Insurance, extended health and dental after either completion of 1827 hours worked in 33 pay periods, or after working three consecutive years, without

loss of seniority and maintaining 1200 hours worked at straight-time rate within the previous 26 pay periods.

(c) Short-term employees qualified under (b) above shall be entitled to maintain coverage under such plans for a maximum period of three consecutive months immediately following the month in which the layoff occurs by paying the premium themselves, or by the appropriate amount of hold back of pay in lieu of vacation as per 25.2.

(d) When a short-term employee on layoff, who has previously qualified under (b) above and has not ceased to be entitled due to a loss of seniority, is recalled, the employee shall be entitled to the benefits under (b) above.

25.6 Seniority

(a) Seniority for a short-term employee is the number of hours worked by the employee from the date of hire.

(b) Seniority shall continue during any leave of absence granted to the employee by the Employer.

(c) For the purpose of layoff and recall, short-term employees who are on a claim recognized by WorkSafeBC which arises out of a work-related injury while employed by BC Housing, shall earn seniority for all hours the employee would have worked had they not been injured and been able to stay on the job.

(d) Seniority shall be lost when an employee is on layoff for more than six months.

(e) Seniority shall be lost by groundskeepers who are unavailable to return to work after a minimum of 10 working days' notice of recall for available work.

It is the responsibility of the employee to provide the Employer with a current phone number and address.

25.7 Unpaid Leave

(a) Short-term seasonal employees shall be entitled to five unpaid personal leave days per year. Short-term seasonal employees who have worked 1,950 hours in the preceding 12 months shall be entitled to an additional five unpaid personal leave days per year. Employees may book five days in a "*block*" for vacation purposes. The days shall be scheduled on a short-term seasonal seniority basis subject to operational requirements and will not be unreasonably withheld.

(b) Short-term employees who have worked 1,950 hours in the preceding 12 months shall be entitled to ten unpaid personal leave days per year. The days shall be scheduled in a manner that does not restrict the vacation or leave choices of regular employees or adversely affect operations.

25.8 Probationary Period

Short-term employees new to a position for any reason, other than a lateral transfer, shall be subject to a probationary period of 120 workdays. The probationary period described may be extended by mutual agreement of the parties. Employees on staff on March 15, 1989 shall serve only one probationary period. Staff hired after that date shall serve a new probationary period for each appointment other than a lateral transfer.

ARTICLE 26 - GENERAL PROVISIONS**26.1 Municipal and School Board Offices**

- (a) Employees may seek election to municipal or school board offices, provided that:
- (1) the duties of the municipal or school board office other than regular council or board meetings do not impinge on normal working hours as a commission employee;
 - (2) there is no conflict of interest between the duties of the municipal or school board office and the duties of the commission position.
- (b) Where municipal council or school board meetings are held during the employee's normal working hours, the Commission shall grant leave without pay to attend such meetings.
- (c) Before employees may receive remuneration in municipal or school board offices they must seek the approval of the Commission.

26.2 Federal and Provincial Offices

There are no restrictions, other than the oath of office, on employees engaging in political activities on their own time as campaign workers. If an employee is nominated as a candidate for election, the employee shall be granted leave without pay in accordance with Clause 15.11(a) Full-Time Union or Public Duty Leave, to engage in the election campaign. If elected, the employee shall be granted leave of absence in accordance with Clause 15.11(d). If not elected, the employee shall be allowed to return to their former position.

26.3 Commission Vehicles and Equipment

- (a) Operators must maintain vehicles and equipment to a clean and orderly standard.
- (b) Employees must not operate Commission vehicles if they do not have a valid Driver's Licence.
- (c) Where an employee was not required to drive the Employer's vehicle prior to April 1, 1992, that condition shall remain in effect.

26.4 Use of Compounds

Where employees are directed by their supervisors to use particular compounds, the employees are not held responsible for any adverse effects resulting from the proper application of the compound.

26.5 Pass Keys for Tenant Premises

All employees who are covered by this agreement and have "pass" keys for tenant premises issued to them shall perform their duties in accordance with Article 8.6(g) Building Manager Resident or Non-Resident.

ARTICLE 27 - DOMESTIC ABUSE**27.1 Exception to Entitlements**

Entitlements to accommodation and leave in this article do not apply with respect to domestic or sexual violence committed by the employee.

27.2 Accommodation for Domestic Abuse

(a) If an employee or an eligible person, as defined under the *Employment Standards Act*, has experienced domestic or sexual violence, the Employer shall make every effort reasonable to implement one or more of the below, dependent on service delivery requirements, to accommodate the employee if they need to:

- (1) work at a place of work other than where the Employer has assigned the employee, as addressed in Clause 22.15 - Prevention of Violence in the Workplace.
- (2) work at different times than the Employer has assigned the employee.
- (3) work fewer hours than the Employer has assigned the employee by allowing the employee to access their personal leave credits, leaves under Clause 15.1 - Special Leaves, and leaves under Clause 27.3 below.

(b) The Employer may require an employee who needs accommodation under Clause (a) above to provide evidence reasonable in the circumstances that the employee needs accommodation.

27.3 Domestic Abuse Leave

(a) If an employee or an eligible person, as defined under the *Employment Standards Act*, experiences domestic or sexual violence, they may request leave in accordance with the *Employment Standards Act*.

(b) Any leave taken under this article would commence following the paid leave provided for under Clause 15.1 - Special Leaves.

(c) Leave taken under the *Employment Standards Act* is unpaid leave. For regular employees, during the first 30 days of the leave period, the Employer will continue to pay 100% of applicable BC Medical Services Plan premiums and maintain extended health and dental benefit coverage. The employee and members of their immediate family will also have access to the employee and family assistance program throughout the leave.

(d) If an employee has a physical or psychological injury or disability caused by the domestic abuse which requires an accommodation or work absence, the employee follows the process outside this article that applies to any injured or disabled employee under this collective agreement.

(e) An employee who wishes to take leave under this section shall advise the Employer in writing that they will be doing so. If the employee must begin the leave before advising the Employer, the employee shall advise the Employer of the leave in writing as soon as possible.

(f) The Employer may require an employee who needs leave under Clause (a) above to provide evidence reasonable in the circumstances that the employee needs leave.

ARTICLE 28 - EXPIRATION OF AGREEMENT**28.1 Notice to Bargain**

(a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after midnight January 1, 2022.

(b) Where no notice is given by either party prior to March 1, 2022 both parties shall be deemed to have been given notice under this section on the expiry of March 31, 2022 and thereupon Clause 28.2 of this agreement applies.

(c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Commission shall be given by the Chief Executive Officer (CEO) of the Commission.

28.2 Commencement of Bargaining

Where a party to this agreement has given notice under Clause 28.1 of this agreement, the parties shall, within 10 days after the notice was given, or such other times as may be mutually agreed, commence collective bargaining.

28.3 Agreement to Continue in Force

Both parties shall adhere fully to the terms of this agreement during the period of bona fide collective bargaining.

28.4 Exclude Section 50 of the Labour Relations Code

Both parties agree to exclude the operation of Section 50, Subsections (2) and (3) of the *Labour Relations Code* s.b.c. Chapter 82 index chapter 212.5 and therefore those subsections do not apply to this collective agreement.

**SIGNED ON BEHALF OF
THE UNION:**

DocuSigned by:
Stephanie Smith
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Stephanie Smith
President

DocuSigned by:
Doreen Aquino
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Doreen Aquino
Bargaining Committee Chair

DocuSigned by:
Virgil Colley
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Virgil Colley
Bargaining Committee Member

DocuSigned by:
Geoff Harder
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Geoff Harder
Bargaining Committee Member

DocuSigned by:
Linsay Buss
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Linsay Buss
Staff Representative - Negotiations

**SIGNED ON BEHALF OF
THE EMPLOYER:**

DocuSigned by:
Shayne Ramsay
BECCE9D0897C418...

Shayne Ramsay
Chief Executive Officer

DocuSigned by:
Jennifer Iten
DFCD2117EC824D9...

Jennifer Iten
Executive Director, Finance

DocuSigned by:
Janet McAllister
655194102D914F0...

Janet McAllister
Regional Operations Manager

DocuSigned by:
Derek Double
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Derek Double
Director, Facilities Maintenance

DocuSigned by:
Ron Strome
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Ron Strome
Director Employee Relations and OHS

October 12, 2021

Dated: _____

APPENDIX A Relocation Expenses

1. Application

Relocation expenses will apply to:

- (a) Employees who have to move from one work centre to another outside of a 64 kilometre radius as a result of winning an in-service competition after completing their probation period;
- (b) Employees who have to transfer from one work centre to another outside of a 64 kilometre radius at the Employer's request.

This appendix does not apply to employees who, as part of their employment agreement, reside in BC Housing accommodation, as this would be funded separately as a condition of employment.

2. Travel Expenses on Relocation

(a) *Initial Trip to Seek New Accommodation*

The Employer shall grant, with no loss of base pay, prior to relocation, at a time mutually agreeable to the Employer and the employee, up to five days plus reasonable travel time, to an employee being relocated and shall reimburse the employee for travel expenses for the employee and their spouse in accordance with mileage rates. Any time beyond specified time may be charged against the employee's annual vacation credits, however, expenses will not be payable. This leave must be for the specific purpose of locating accommodation, with the intent, in as many instances as possible, that furniture and household effects may be delivered directly to the new residence.

(b) *Travel Expenses Moving to a New Location*

For the purpose of definition, dependants are spouse, dependent children, and anyone for whom the employee claims exemption on their Federal Income Tax Return.

The Employer shall reimburse the employee for travel expenses incurred during the relocation for themselves, and dependants, for the actual travel time, plus up to seven days at the new location, where the employee is unable to move into their new accommodation, such expense allowances to be in accordance with current agreements.

- (1) *Meals:* Adults full rate
Children 12 and under one-half rate
- (2) *Motel or Hotel:* On production of receipts; private lodging at old or new location at current rate.

(c) Where dependants of an employee relocate at a time different than the employee, the Employer shall reimburse the employee for their dependants' travel expenses, meals and accommodation incurred while travelling to the new headquarters area. In such cases where the employee remains eligible for benefits pursuant to (3), the employee will be reimbursed for their dependants' meals at the new location for a period of up to seven days.

3. Living Expenses Upon Relocation at New Location

After the first seven days have expired at the new location and the employee can establish to the satisfaction of the Employer that there is no suitable housing available, then:

- (a) The Employer shall pay an employee not accompanied by dependants a living allowance of \$26.50 per day up to a maximum 30 days; or
- (b) The Employer shall pay an employee accompanied by dependants a living allowance of \$31.80 per day up to a maximum of 60 days;
- (c) Where an employee is receiving the payment in (a) above and is later joined by their dependants at the new location and the employee is still eligible for payment under this section, the payment shall be as in (b) above. However, the maximum period of payment under (a) and (b) shall not exceed 60 days.

4. Moving of Household Effects and Chattels

On relocation, the Employer shall provide reimbursement for the following:

- (a) Moving of household effects and chattels up to 8,165 kg including any item(s) which the contracted mover will accept as part of a load which includes hobbies, boats, outboard motors, washer, deep-freeze and refrigerators.
- (b) Comprehensive insurance to adequately protect the employee's household effects and chattels during the move up to a maximum of \$63,500.
- (c) Where necessary, insured storage, up to two months, upon production of receipts.
- (d) The packing and unpacking of the employee's household effects and chattels.

Reimbursement for the above will be applied once the employee submits an estimate, which is approved by the Employer and then, receipts are submitted for reimbursement.

- (e) When an employee is being relocated and opts to move their own household effects and chattels the employee shall receive one of the following allowances:
 - (i) \$530 for a move not exceeding a distance of 240 kilometers;
 - (ii) \$850 for a move which exceeds a distance of 240 kilometers;
 - (iii) \$265 where the employee is entitled to receive the amount pursuant to 8(d).
- (f) Where the employee exercises an option pursuant to (e) above then the provisions of (a) and (d) above shall not apply.

5. Moving of Mobile Homes

On relocation, the Employer shall provide reimbursement for the following:

- (a) Moving of single wide mobile trailer or home up to maximum width allowed on highway with a permit including any skirting, cabanas or attachments. Where mobile homes in excess of the above are involved, the Employer will reimburse the following:
 - (i) The equivalent cost of moving a single wide mobile trailer or home up to the maximum width allowed on highway with a permit; or
 - (ii) The real estate and legal fees involved in selling the extra wide trailer up to a maximum of \$5,300.
- (b) Comprehensive insurance to adequately protect the employee's household effects, chattels and trailer during the move up to a maximum of \$63,500.

- (c) The setting up and levelling of a mobile home or double wide at the new location to a maximum of \$635 upon production of receipts.
- (d) The packing and unpacking of the employee's household effects and chattels if required.
- (e) Where an employee is living in a mobile home and chooses to move the mobile home to the new headquarters area, the employee shall be entitled to reimbursement for costs covered in (a) above up to a maximum of \$2,650 upon production of receipts.

Reimbursement for the above will be applied once the employee submits an estimate, which is approved by the Employer, and then receipts are submitted for reimbursement.

- (f) Where the employee opts under this section to have a mobile home moved, there shall be no entitlement to the provisions of 4 and 12.

6. Moving of Personal Vehicles Upon Relocation

The Employer shall reimburse the employee for the costs of transporting one personal vehicle and one trailer towed by the personal vehicle. The vehicle and trailer, where applicable may be driven, in which case the current vehicle allowance rates for the vehicle only will apply, or vehicle and trailer, where applicable may be shipped by rail or boat in which case the cost of the least expensive method will be paid.

In addition, the Employer will reimburse for any additional transportation charges such as ferry fares, for the vehicle and trailer with or without load upon production of receipts.

7. Cost of New Services Upon Relocation

The Employer shall reimburse the employee upon production of receipts on the following:

- (a) The cost of connections for plumbing, gas and electrical appliances to existing facilities.
- (b) The cost of alterations or modifications required to existing facilities to allow hook-up of plumbing, gas and electrical appliances up to a maximum of \$210.

8. Incidental Expenses on Relocation

The Employer shall pay the employee upon relocation only one of the following amounts to cover incidental expenses on relocation and having claimed one allowance, no alternative further claim may be made:

- (a) When an employee purchases a private dwelling house in the new location - \$635.

This section does not apply where the Employer provides reimbursement for the moving of household effects.

- (b) When the employee is moving to a furnished house, suite, apartment or mobile home - \$315.

This section applies where the Employer provides reimbursement for the moving of household effects or when the new accommodation is furnished.

- (c) When the employee is moving with a mobile home - \$210.
- (d) When the employee is moving to room and board - \$159.

The application for incidental expenses on relocation must be made by the employee within 60 days of the employee's arrival at the new location, unless there is no available suitable housing, in which case application must be made within 60 days of suitable housing becoming available.

9. Notice to Employee Upon Relocation

It is understood and agreed that the Employer will provide the employee with reasonable notice of the relocation effective date and wherever possible, at least one clear calendar month notice shall be given. Where less than one clear calendar month notice is given, or the relocation date is altered either earlier or later than the relocation effective date given which directly results in duplication of rent costs to the employee, then the Employer agrees to reimburse the employee, upon production of receipts, to the duplicate rent payments at the new location.

10. Requested Relocation by Employee

Where an employee requests a relocation from one work centre or geographic location to another, all travelling and living expenses incurred in such a move are the responsibility of the employee.

11. Employee Responsible for Certain Costs Upon Relocation

The following are some of the expenses which will be the responsibility of the employee upon relocation:

- (a) advertising for accommodation at new location;
- (b) house cleaning at new and old location;
- (c) all laundry and dry cleaning costs;
- (d) personal telephone connections;
- (e) moving of animals and pets;
- (f) television hook-up;
- (g) internet hookup.

12. Real Estate and Legal Fees

On relocation, or within one year of the effective date of relocation, an employee who purchases and/or sells their private dwelling house, will be entitled to claim for the following expenses upon production of receipts:

- (a) Effective upon signing of this agreement, reimbursement of fees to a maximum of \$9,440 charged by a real estate agency for the selling of the employee's private dwelling home in which they resided immediately prior to relocation.
- (b) An employee, who has sold their own home without the aid of a realtor, shall be entitled to claim \$2,120.
- (c) Allowance for legal fees encumbered upon the employee because of the purchase of their private dwelling house in which they live after relocation will be paid in accordance with the following:
 - (i) one percent of the first \$50,000 of the purchase price.
 - (ii) one-half of one percent of any amount of the purchase price above \$50,000.
 - (iii) the total cost to the Employer under Part (c) shall not exceed \$1,110.
- (d) Where an employee purchases a reasonable amount of property, secures a joint mortgage (land and private dwelling) and begins construction within six months of relocation (i.e. foundation poured),

they shall be entitled to reimbursement of legal fees not to exceed the amount specified in (c) above. In these circumstances, the reimbursement shall be for one transaction only.

(e) The employee may only claim legal fee reimbursement in either (c) or (d) above, not both.

Acceptable services for reimbursement under the term "*legal fees*" are:

Acceptable expenses:

- registration of deed;
- land registry searches;
- registration of mortgages;
- certificate of encumbrances;
- photocopies;
- telephone;
- filing fees;
- miscellaneous office expenses.

Acceptable services:

- solicitor's fee in respect of an agreement for sale where the new dwelling house is purchased;
- solicitor's fee in respect of discharge of encumbrances against the former residence;
- solicitor's fee in respect of financing the new dwelling house (e.g. first mortgage, second mortgage);
- where the employee buys or sells a multiple dwelling (duplex, triplex, etc.) the fees are to be prorated.

Unacceptable expenses and services:

- solicitor's fee and disbursements in respect of an agreement for sale (includes land registry fees and searches) where the former residence is sold. These items are the responsibility of the purchaser;
- appraisal fees in respect of establishing a fair market value on the purchase of the new dwelling house;
- survey fees in respect of establishing proper boundaries on the purchase of the new dwelling house;
- disbursements for interest penalty in discharging a mortgage;
- legal expenses incurred in the sale of the former residence or the purchase of the new residence where due to financing, legal, or other unforeseen problems, the deal is not completed. Fees and expenses are only paid for the completed deal;
- extra costs are not payable or total cost is prorated in proportion to the floor area involved, when the employee's dwelling house contains revenue-producing living accommodation which entail extra legal costs or fees.

Payment of reimbursements for the above will be applied upon production of receipts or proof of transaction.

13. Repayment

In order to maintain reasonable consistency of services, employees who voluntarily vacate their position, within 18 months of receiving the above-noted expense payments, will be required to reimburse funds paid on a pro rata basis.

APPENDIX B**Part I - Minimum Tool List Guideline for Maintenance Positions**

- 1 - Adjustable Wrench 6" - 10"
- 1 - Claw Hammer - 16 oz.
- 1 - Hacksaw 12" blade

Screwdrivers

- 1 - #1 Robertson
- 1 - #2 Robertson
- 1 - #3 Robertson
- 1 - Stubby Robertson #2
- 1 - 3/8" Slotted 12" long
- 1 - 1/8" Slotted 4" long
- 1 - 3/16" Slotted 4" long
- 1 - 1/2" Slotted 4" long
- 1 - 1/2" Slotted 8" long
- 1 - Stubby Slotted

- 1 - Set of scrapers and putty knives up to 4"
- 1 - Set of hex keys short
- 1 - Set of cold chisels 1/2" to 3/4"
- 1 - Combination steel square
- 1 - Tool Box
- 1 - Pair Linesman pliers - 6" with sidecutter
- 1 - Pair diagonal cutting pliers 7"
- 1 - Pair water pump pliers (vicegrips) 10" long
- 1 - set open end/box end wrenches 1/4" - 1 1/8" 1 - 12" level
- 1 - Ball peen hammer 1 - Wood Chisel 1/2"
- 1 - Measuring tape 12' (BC Housing to supply refills) 1 - Wood Chisel 1"
- 1 - Plane 6" - 9" 1 - Pipe Wrench 10"
- 1 - Tube Cutter 1" 1 - Hand saw fine cut
- 1 - Stanley Heavy Duty Retractable Blade Utility Knife

Note: Tool lists may vary based on varying building/service needs by region.

Part II - Job Descriptions

B. C. HOUSING MANAGEMENT COMMISSION			
JOB DESCRIPTION			
Location:	Various	Job Title:	Maintenance Worker
PRIMARY FUNCTION:			
Performs general and emergency maintenance and repair duties for Commission-owned properties, including those operated by non-profit housing providers.			
JOB DUTIES AND TASKS:			
1. Performs maintenance and repair duties:			
(a) Troubleshoots and performs electrical repairs and maintenance such as repairing/replacing damaged wires, receptacles, ballasts, switches, fans, electrical fixtures, baseboard heaters, thermostats, change breakers, smoke alarms and thermocouples, as qualified;			
(b) Repairing/replacing plumbing fixtures and hardware including toilets, sinks and basins, water lines (under two inches in diameter), caulking and sanitary and storm piping;			
(c) Performs general carpentry repairs and maintenance such as replacing counter tops, cupboards, wall tiles, replace sheet vinyl, and installing doors, replacing locks on doors and windows, repairing railings, gyproc, painting (except on move out), rollers on sliding doors and windows, weather stripping, trim, repair and adjust door closers and repair hand and balcony rails;			
(d) Performs exterior repairs and maintenance such as cleaning gutters and debris from roofs, minor roof repairs, replacing shingles, flashing repairs and emergency patching and caulking, snaking drains with power augers and repairing and constructing fences, gates and concrete sidewalks, patios and ramps;			
(e) Maintains own inventory of tools as listed in Appendix B, Part I and assists to maintain inventory of equipment and materials;			
(f) Operates Employer's vehicle including trailers to load, unload and deliver materials, tools and equipment and/or Employer's assets;			
(g) Performs routine repairs and maintenance to appliances and equipment;			
(h) Performs routine repairs and maintenance to HVAC equipment;			
(i) Redirects contractors where minor deficiencies in the performance of work specifications are noted and reports on major deviations in contract performance on existing contracts;			
(j) Performs work that requires adherence to safety procedures/practices when dealing with hazards;			
(k) Required to utilize tact and diplomacy and refer tenants to other staff where appropriate. Required to exercise interpersonal and conflict resolution skills when dealing with the resident population.			
2. Other related duties:			
(a) Responds to emergencies including non-maintenance calls when Building Manager is not on site and makes emergency repairs or calls emergency services (police, fire, mental health);			

B. C. HOUSING MANAGEMENT COMMISSION			
JOB DESCRIPTION			
Location:	Various	Job Title:	Maintenance Worker
(b)	Performs minor electrical, plumbing and carpentry maintenance and emergency repair duties such as changing fuses, resetting thermostats, snaking drains and replacing hardware;		
(c)	Performs other related maintenance duties as required in the Building Manager job description.		
<i>SUPERVISION/DIRECTION RECEIVED:</i>			
Immediate supervisor.			
<i>SUPERVISION/DIRECTION EXERCISED:</i>			
None.			
<i>PHYSICAL ASSETS/INFORMATION MANAGEMENT:</i>			
Maintains tools and parts inventory. Maintains on-line records, documentation and service records as required.			
<i>FINANCIAL RESOURCES:</i>			
Applies standard purchasing procedures to acquired goods and services.			
<i>The above statement reflects the general details considered necessary to describe and evaluate the principal functions of the job identified, and shall not be construed as a detailed description of all the work requirements that may be inherent in the job.</i>			

B. C. HOUSING MANAGEMENT COMMISSION**JOB DESCRIPTION**

Location: Various **Job Title:** Maintenance Worker Chargehand

PRIMARY FUNCTION:

Directs assigned staff in the completion of maintenance and repair duties of Commission-owned properties, including those operated by non-profit housing providers.

JOB DUTIES AND TASKS:

1. Directs staff assigned to repair and maintain Commission's properties and performs maintenance and repair duties:
 - (a) Directs and assigns work to maintenance staff including emergency repairs;
 - (b) Carries out all duties of the Maintenance Worker job description, as required;
 - (c) Maintains own inventory of tools as listed in Appendix B, Part I;
 - (d) Operates Employer's vehicle including trailers to load, unload and deliver materials, tools and equipment and/or Employer's assets, as qualified;
 - (e) Performs routine repairs and maintenance to appliances and equipment;
 - (f) Performs routine repairs and maintenance to HVAC equipment;
 - (g) Redirects contractors where minor deficiencies in the performance of work specifications are noted and reports on major deviations in contract performance on existing contracts;
 - (h) Initiates work orders with contractors when the scope of work requires;
 - (i) Performs work that requires adherence to safety procedures/practices when dealing with hazards including filing appropriate notice of project;
 - (j) Required to utilize tact and diplomacy and refer tenants to other staff where appropriate. Required to exercise interpersonal and conflict resolution skills when dealing with the resident population.
2. Maintains inventory control, records and standards:
 - (a) Ensures inventory is maintained, orders materials, equipment and tools, as required;
 - (b) Maintains maintenance schedules and repair records of Commission's properties;
 - (c) Conducts periodic inspections to ensure standards and deadlines are being met;
 - (d) Completes reports and paperwork, as required;
 - (e) Authorizes purchase of materials for projects;
 - (f) Assigns staff to purchase materials.

B. C. HOUSING MANAGEMENT COMMISSION**JOB DESCRIPTION**

Location: **Various** **Job Title:** **Maintenance Worker Chargehand**

SUPERVISION/DIRECTION RECEIVED:

Immediate supervisor.

SUPERVISION/DIRECTION EXERCISED:

Assigns work to Maintenance Workers.

PHYSICAL ASSETS/INFORMATION MANAGEMENT

Maintains stock control of tools, equipment and materials. Maintains on-line records and documentation.

FINANCIAL RESOURCES:

Applies standard purchasing procedures to acquire goods and services.

The above statement reflects the general details considered necessary to describe and evaluate the principal functions of the job identified, and shall not be construed as a detailed description of all the work requirements that may be inherent in the job.

B. C. HOUSING MANAGEMENT COMMISSION**JOB DESCRIPTION**

Location: Various **Job Title:** Maintenance Supervisor

PRIMARY FUNCTION:

Organizes and schedules maintenance crews in the completion of maintenance and repair duties of Commission-owned properties, including those operated by non-profit housing providers.

JOB DUTIES AND TASKS:

1. Ensures maintenance and repair of Commission's properties by maintenance crews and performs maintenance and repair duties:
 - (a) Directs maintenance staff (and grounds staff in Vancouver Island Region) in the completion of duties related to the maintenance and repair of Commission properties;
 - (b) Organizes and schedules crews; ensuring work standards and deadlines are met;
 - (c) Completes performance evaluation of staff; recommends disciplinary or other appropriate action where necessary; and other related supervisory duties as required;
 - (d) Carries out all duties of the Maintenance Worker and Maintenance Worker Chargehand job description, as required;
 - (e) Maintains own inventory of tools as listed in Appendix B, Part I;
 - (f) Operates Employer's vehicle including trailers to load and unload tools, materials and/or equipment and/or Employer's assets, as qualified;
 - (g) Performs routine repairs and maintenance to appliances and equipment;
 - (h) Performs routine repairs and maintenance to HVAC equipment;
 - (i) Redirects contractors where minor deficiencies in the performance of work specifications are noted and reports on major deviations in contract performance on existing contracts;
 - (j) Performs work that requires adherence to safety procedures/practices when dealing with hazards;
 - (k) Required to utilize tact and diplomacy and refer tenants to other staff where appropriate. Required to exercise interpersonal and conflict resolution skills when dealing with the resident population.
2. Maintains inventory, records and standards
 - (a) Maintains records related to work orders, chargebacks, preventive maintenance programs, and inventory;
 - (b) Assists in the estimating and ordering of materials.

B. C. HOUSING MANAGEMENT COMMISSION			
JOB DESCRIPTION			
Location:	Various	Job Title:	Maintenance Supervisor
<i>SUPERVISION/DIRECTION RECEIVED:</i>			
Immediate Supervisor.			
<i>SUPERVISION/DIRECTION EXERCISED:</i>			
Organizes and schedules crews. Participates in the recruitment, selection, training, completes performance evaluations and recommends discipline.			
<i>PHYSICAL ASSETS/INFORMATION MANAGEMENT:</i>			
Ensures standards are met in the provision of facility maintenance programs. Maintains records related to work orders, chargebacks, preventive maintenance programs, and inventory. Maintains on-line records and documentation, including Accident and Critical Event (ACE) reports, Form 7 and Incident Investigations.			
<i>FINANCIAL RESOURCES:</i>			
Provides cost estimates for purchasing and budget decisions. Applies standard purchasing procedures to acquire goods and services, including approval of purchases by Maintenance Workers and Maintenance Worker Chargehand.			
<i>The above statement reflects the general details considered necessary to describe and evaluate the principal functions of the job identified, and shall not be construed as a detailed description of all the work requirements that may be inherent in the job.</i>			

B. C. HOUSING MANAGEMENT COMMISSION			
JOB DESCRIPTION			
Location:	Various	Job Title:	Groundskeeper
PRIMARY FUNCTION:			
Provides general groundskeeping, landscape maintenance and gardening of Commission-owned properties, including those operated by non-profit housing providers.			
JOB DUTIES AND TASKS:			
1. Performs groundskeeping, landscape maintenance and gardening duties:			
(a) Performs a variety of tasks encompassing most elements of landscape maintenance, groundskeeping and gardening;			
(b) Carries out planting, cultivation, mowing, edging, weeding, and applies lime to lawns;			
(c) Prunes shrubs, trees and ground covers;			
(d) Keeps walks, driveways and entrances clean, minor patch repair to asphalt, snow and ice removal and application of ice melt products as required;			
(e) Operates and does minor maintenance on mowers, edgers, trimmers and sweepers such as sharpening blades and uses various equipment and tools as required in the performance of their role;			
(f) Operates various Employer's vehicles as qualified including trailers to load, unload and deliver supplies and equipment and/or Employer's assets;			
(g) Maintains outdoor storm drains and sewers;			
(h) Constructs and repairs various landscape and fencing projects (e.g. retaining walls, patio boxes, etc.);			
(i) Install and repair lawns and lawn maintenance equipment (e.g. sod, in ground sprinklers, etc.);			
(j) Operate landscaping vehicles and maintenance equipment as qualified;			
(k) Required to utilize tact and diplomacy in possible tenant interaction. Refers tenants to other staff where appropriate. In some occasions may be required to exercise interpersonal and conflict resolution skills when dealing with the resident population.			
SUPERVISION/DIRECTION RECEIVED:			
Immediate supervisor.			
SUPERVISION/DIRECTION EXERCISED:			
None.			
PHYSICAL ASSETS/INFORMATION MANAGEMENT:			
Maintains grounds of Commission's properties, grounds equipment, and on-line records and documentation.			

B. C. HOUSING MANAGEMENT COMMISSION**JOB DESCRIPTION**

Location: Various **Job Title:** Groundskeeper

FINANCIAL RESOURCES:

Applies standard purchasing procedures to acquire goods and services.

The above statement reflects the general details considered necessary to describe and evaluate the principal functions of the job identified, and shall not be construed as a detailed description of all the work requirements that may be inherent in the job.

B. C. HOUSING MANAGEMENT COMMISSION**JOB DESCRIPTION**

Location: Various **Job Title:** Groundskeeper Chargehand

PRIMARY FUNCTION:

Directs assigned staff in the completion of grounds maintenance of Commission-owned properties, including those operated by non-profit housing providers.

JOB DUTIES AND TASKS:

1. Carries out the same duties as a Groundskeeper.
2. Directs staff and performs duties encompassing most elements of landscape maintenance, groundskeeping and gardening:
 - (a) Directs, trains and assigns work to groundskeeping staff;
 - (b) Applies fertilizers and pest control products as required and qualified;
 - (c) Required to utilize tact and diplomacy in possible tenant interaction. Refers tenants to other staff where appropriate. In some occasions may be required to exercise interpersonal and conflict resolution skills when dealing with the resident population.
3. Maintains stock control, records and standards:
 - (a) Ensures inventory is maintained, orders materials, equipment and tools, as required;
 - (b) Maintains grounds maintenance schedules and records of Commission's properties;
 - (c) Conducts periodic inspections to ensure standards and deadlines are being met;
 - (d) Completes reports and paperwork, as required;
 - (e) Assigns staff to buy gardening materials and materials for special projects;
 - (f) Maintains outdoor storm and sewers.

SUPERVISION/DIRECTION RECEIVED:

Immediate supervisor.

SUPERVISION/DIRECTION EXERCISED:

Assigns work to Groundskeeper.

PHYSICAL ASSETS/INFORMATION MANAGEMENT:

Maintains stock control of tools, equipment and materials. Maintains on-line records and documentation.

FINANCIAL RESOURCES:

Applies standard purchasing procedures to acquire goods and services.

The above statement reflects the general details considered necessary to describe and evaluate the principal functions of the job identified, and shall not be construed as a detailed description of all the work requirements that may be inherent in the job.

B. C. HOUSING MANAGEMENT COMMISSION			
JOB DESCRIPTION			
Location:	Various	Job Title:	Groundskeeper Supervisor
PRIMARY FUNCTION:			
Organizes and schedules groundskeeping staff in the completion of duties related to grounds maintenance of Commission-owned properties, including those operated by non-profit housing providers.			
JOB DUTIES AND TASKS:			
1. Directs and trains staff in grounds maintenance and administers grounds programs:			
(a) Organizes and schedules crews and reassigns crews, as required;			
(b) Inspects grounds to ensure work standards and deadlines are met;			
(c) Evaluates performance of groundskeeping staff and recommends disciplinary action;			
(d) Plans, organizes and administers programs related to Fall/Winter pruning, turf management and seasonal pest control and fertilization as required;			
(e) Assigns grounds equipment and vehicles, maintains equipment in a satisfactory condition, and completes records related to vehicle and equipment maintenance;			
(f) Maintains records related to work schedules, annual landscape plans, inventory, chargebacks and estimates and orders plants and materials required for grounds work;			
(g) Liaises with operations staff regarding site specific projects;			
(h) Redirects contractors where minor deficiencies in the performance of work specifications are noted (e.g. pest control product application completed, tree removal and/or pruning, etc.) and reports on major deviations in contract performance;			
(i) Required to utilize tact and diplomacy in possible tenant interactions. Refers tenants to other staff where appropriate. In some occasions, may be required to exercise interpersonal and conflict resolution skills when dealing with the resident population.			
2. Performs all the duties of a Groundskeeper and Groundskeeper Chargehand, as required.			
SUPERVISION/DIRECTION RECEIVED:			
Immediate Supervisor.			
SUPERVISION/DIRECTION EXERCISED:			
Participates in the recruitment, selection and training of grounds staff; completes performance evaluations and recommends discipline.			
PHYSICAL ASSETS/INFORMATION MANAGEMENT			
Ensures standards are met in the provision of grounds maintenance program. Maintains on-line records and documentation, including Accident and Critical Event (ACE) reports, Incident Investigations and WorkSafeBC documentation.			

B. C. HOUSING MANAGEMENT COMMISSION**JOB DESCRIPTION**

Location:	Various	Job Title:	Groundskeeper Supervisor
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FINANCIAL RESOURCES:

Provides cost estimates for purchasing and budget decisions. Applies standard purchasing procedures to acquire goods and services including approval of purchases by Groundskeepers and Groundskeeper Chargehands.

The above statement reflects the general details considered necessary to describe and evaluate the principal functions of the job identified, and shall not be construed as a detailed description of all the work requirements that may be inherent in the job.

B. C. HOUSING MANAGEMENT COMMISSION**JOB DESCRIPTION****Location:** Various**Job Title:** Building Manager – Resident or Non-Resident**PRIMARY FUNCTION:**

Functions as the Commission's representative in matters of resident relations and building management at the site(s).

JOB DUTIES AND TASKS:

1. Maintains order and appearance of the "*common*" and "*public*" areas, including vacant dwellings:
 - (a) Clears areas by washing, sweeping, snow and ice removal and application of ice melt products, carpet cleaning, mopping, vacuuming, polishing and general cleaning and minor grounds upkeep, including outside litter pick-up and maintaining the integrity and compliance of recycling programs;
 - (b) Answers and determines emergency calls and notifies appropriate authorities;
 - (c) Generates work orders for maintenance staff and external contractors;
 - (d) Performs unit inspections and assists with annual inspections; responding to or processing resident enquiries and complaints and taking appropriate action; completes incidents and other reports; and delivers notices and forms as requested;
 - (e) Calls the police or related Public Service in the event of emergency or disturbances such as notifying police of incidents or problems or contacting other resources as appropriate;
 - (f) Responds to resident enquiries, complaints, emergencies, provides information/clarification as required and takes appropriate action at all times during their work week;
 - (g) Responsible for performing the duties of a deputy fire safety director, as outlined in the Employer's building fire safety plans, during the normal workday;
 - (h) Required to exercise interpersonal and conflict resolution skills when dealing with the resident population;
 - (i) Coordinates, trains and assigns work under direction of the Building Manager Supervisor. Functions as lead by performing all of the duties of the Building Manager Supervisor for stand-alone site(s) without the requirement to participate in recruitment and selection, recommending discipline and the supervision of staff.
2. Performs minor maintenance duties throughout the site:
 - (a) Minor electrical duties, such as changing fuses, stove elements, switch/outlet covers, light bulbs and tubes, check breakers, test emergency lighting, check/reset time clocks and adjust thermostats;
 - (b) Minor electrical in suites; zone valves for operation, clean and test smoke alarms, mechanical room inspection of mechanical equipment, reset pumps/boilers, check/reset thermostats on electrical hot water tanks and relight pilots;

B. C. HOUSING MANAGEMENT COMMISSION**JOB DESCRIPTION**

Location: **Various** **Job Title:** **Building Manager – Resident or Non-Resident**

- (c) Minor plumbing maintenance such as change/repair flappers, P traps/J bends, washer/stems, spouts/aerators, shower heads, flush handles, toilet seats, bleed air from heating system, check shutoffs, caulk bathtubs, fix mechanical stops in tubs/sinks, winterize plumbing systems, clean sink traps, snake drains, toilet auger to be used (if required);
- (d) Minor carpentry maintenance such as hardware replacement (locks, stops, strikers, handles, hinges, back sets), adjust weather stripping, repair/replace bathroom hardware and accessories, repair drapery tracks and fittings, secure broken windows and doors, touch-up painting and staining, adjust handrails, caulking, adjust door closers;
- (e) Minor mechanical maintenance such as change filters and emergency generator start-up;
- (f) Minor appliance maintenance such as change butter doors, freezer doors, crisper trays, bottle bars, moving and levelling of appliances, duct work repairs for dryers, replace supply hose for washers;
- (g) Minor exterior maintenance such as fencing (re-nailing boards and repair hardware), repair/replace signage and numbers, clean gutters and debris from roofs, water flower and shrub beds which will deteriorate through lack of water;
- (h) Performs various inspections on a regular basis i.e. boiler rooms, fire alarm logs, security systems, etc., or on vacancy and arranges for repairs and/or maintenance;
- (i) Identifies minor deficiencies in the performance of routine work specifications (e.g. painting services, flooring, millwork, pesticides applications, etc.), reports to the Contractor and facilitates remedial action. Identifies and reports major deviations in contract performance to the supervisor;
- (j) Arranges for Contractor to view site, enter units when necessary, and ensures that maintenance projects are coordinated with site operations;
- (k) Other related duties as directed.

B. C. HOUSING MANAGEMENT COMMISSION**JOB DESCRIPTION**

Location: Various **Job Title:** Building Manager – Resident or Non-Resident

3. Other related duties:

- (a) Carries out authorized removal of abandoned personal effects from a tenant's premises providing inventory is taken jointly with a management representative;
- (b) When required, shall operate the Employer's vehicle;
- (c) Maintains and requisitions inventory of cleaning and maintenance supplies from the Building Manager Supervisor or Property Portfolio Manager;
- (d) Conducts arranged unit viewing for prospective tenants;

SUPERVISION/DIRECTION RECEIVED:

Immediate Supervisor.

SUPERVISION/DIRECTION EXERCISED:

Responsible for providing assignment of work to Janitors and coordination of work performed by contractors on site.

PHYSICAL ASSETS/INFORMATION MANAGEMENT

Ensures resident property, public and common areas are maintained, maintains on-line records, documentation and other files/records.

FINANCIAL RESOURCES:

Applies standard purchasing procedures to acquire goods and services. Receives minor financial payments as required (key/fob replacement, laundry cards, parking fees, lock changes, etc.) and in exceptional circumstance may receive tenant rent payment.

The above statement reflects the general details considered necessary to describe and evaluate the principal functions of the job identified, and shall not be construed as a detailed description of all the work requirements that may be inherent in the job.

B. C. HOUSING MANAGEMENT COMMISSION**JOB DESCRIPTION**

Location: Various **Job Title:** Building Manager Supervisor - Resident or Non-Resident

PRIMARY FUNCTION:

Functions as a member of the Regional Property Management team to provide effective tenant relations and building management services to a number of directly managed sites.

JOB DUTIES AND TASKS:

1. Provides tenant relations and building management services:
 - (a) Participates in formulating and implementing initiatives to enhance site specific program delivery;
 - (b) Participates in the recruitment, selection and training of building management and janitorial staff;
 - (c) Provides on-site facilitation in the delivery of building portfolio-contracted services;
 - (d) Initiates and inspects work and redirects contractors where minor deficiencies in the performance of work specifications are noted (e.g. painting services, millwork, flooring, pesticides applications completed, carpet cleaning, waste removal, etc.), reports on deviations in performance on existing contracts;
 - (e) Directs assigned staff in the completion of duties, including the planning, organizing and scheduling of work;
 - (f) Ensures work standards and deadlines are met;
 - (g) Completes performance evaluations of staff and recommends disciplinary action;
 - (h) Performs various inspections on a regular basis (e.g. boiler rooms, fire alarm logs, security systems, etc.), and unit inspections on a scheduled basis, or on vacancy and arranges for repairs and/or maintenance;
 - (i) Maintains records related to work orders, issues management, exception reporting, chargebacks, inventory and assists in the estimating and ordering of materials;
 - (j) Communicates with contractors to coordinate site viewings and unit entry;
 - (k) Calls the police or related public service in the event of emergency or disturbances such as notifying police of incidents or problems;
 - (l) Responds to resident inquiries, complaints, emergencies, provides information/clarification as required and takes appropriate action at all times during the work week;
 - (m) Serves notices, which may include but not limited to Notice to End Tenancy (NET), rent arrears, chargebacks arrears; Non-Sufficient Funds (NSF) notices, etc.;
 - (n) Required to exercise interpersonal and conflict resolution skills when dealing with the resident population.

B. C. HOUSING MANAGEMENT COMMISSION			
JOB DESCRIPTION			
Location:	Various	Job Title:	Building Manager Supervisor - Resident or Non-Resident
2. Performs all the duties of a Building Manager Resident or Non-Resident, as required.			
<i>SUPERVISION/DIRECTION RECEIVED:</i>			
Immediate supervisor.			
<i>SUPERVISION/DIRECTION EXERCISED:</i>			
Participates in the recruitment, selection, training, completes performance evaluations of building management and janitorial staff and recommends discipline.			
<i>PHYSICAL ASSETS/INFORMATION MANAGEMENT</i>			
Ensures the provision of building management services to various sites; maintains on-line records and documentation including Accident and Critical Event (ACE) reports, Incident Investigations and WorkSafeBC documentation and other files/records.			
<i>FINANCIAL RESOURCES:</i>			
Applies standard purchasing procedures to acquire goods and services including approval of purchases by Building Managers. Receives minor financial payments as required (e.g. key/fob replacement, laundry cards, parking fees, lock changes, etc.) and in exceptional circumstance may receive tenant rent payment.			
<i>The above statement reflects the general details considered necessary to describe and evaluate the principal functions of the job identified, and shall not be construed as a detailed description of all the work requirements that may be inherent in the job.</i>			

B. C. HOUSING MANAGEMENT COMMISSION			
JOB DESCRIPTION			
Location:	Various	Job Title:	Janitor
PRIMARY FUNCTION:			
Performs a variety of cleaning duties within assigned Commission buildings.			
JOB DUTIES AND TASKS:			
1. Performs cleaning duties within assigned buildings including vacant dwellings:			
(a) Mops, washes, waxes and polishes floors and vacuums carpets; cleans carpets (except on move outs), walls, doors, furniture, smoke alarms and dusts and sweeps areas;			
(b) Moves Commission and tenant furniture and/or effects within a development;			
(c) Maintains cleanliness of assigned outside areas and picks up litter and removes garbage, maintains integrity and compliance of recycling programs;			
(d) Clears snow from doorways and walkways and applies ice melt product when required;			
(e) Operates cleaning janitorial equipment and uses associated tools and cleaning materials;			
(f) Washes windows inside and outside where accessible;			
(g) Required to utilize tact and diplomacy and refers tenants to other staff where appropriate. In some occasions may be required to exercise interpersonal and conflict resolution skills when dealing with the resident population.			
2. Other related duties			
(a) Changes light bulbs in buildings and in unlit areas where no Building Manager is assigned or the Building Manager is off duty;			
(b) When required, shall drive the Employer's vehicle.			
SUPERVISION/DIRECTION RECEIVED:			
Immediate Supervisor.			
SUPERVISION/DIRECTION EXERCISED:			
None.			
PHYSICAL ASSETS/INFORMATION MANAGEMENT:			
Maintains cleanliness within assigned buildings. Maintains on-line records and documentation.			
FINANCIAL RESOURCES:			
None.			
<i>The above statement reflects the general details considered necessary to describe and evaluate the principal functions of the job identified and shall not be construed as a detailed description of all the work requirements that may be inherent in the job.</i>			

B. C. HOUSING MANAGEMENT COMMISSION**JOB DESCRIPTION**

Location: Various **Job Title:** Pest Control/Heat Treatment Operator

PRIMARY FUNCTION:

Operates heat treatment and pest control equipment in the provision of effective treatment of bed bug and other pest infested areas on Commission-owned properties, including those operated by non-profit housing providers.

JOB DUTIES AND TASKS:

1. Performs pest control heat treatment duties:
 - (a) Follows safe work procedures at all times;
 - (b) Ensures area or unit to be treated is prepared as per heat treatment preparation requirements and addresses any deficiencies prior to starting treatment (combustibles/garbage removed, clothing, furniture and other belongings moved to allow for proper operation of equipment, remove all perishable foods and unplug electronics, cover sprinkler heads and heat detectors, seal areas of potential heat loss, secure loose papers or other items that could be blown by high velocity fans);
 - (c) Set up heaters, fans, extension cords, main generator cable and remote temperature sensors;
 - (d) Operate and monitor the equipment including both physically observing heat treatment equipment in heated suite (up to 57°C or 135°F) and remotely monitoring at a laptop computer;
 - (e) Turn on and off diesel generator;
 - (f) Enter suite throughout treatment day to move furniture, beds, box springs, clothing, drawers, heaters and fans as required for effective treatment;
 - (g) Replaces tenant furniture to original location when treatment is completed;
 - (h) Records data on a laptop and on paper forms;
 - (i) May explain pre- and post-treatment instructions to tenants and deliver notices;
 - (j) Performs safety check as required;
 - (k) Performs other assigned duties as required and qualified;
 - (l) Performs other pest control services as required and qualified;
 - (m) As required operates the Employer's vehicle including trailers and loads/unloads tools, materials and/or equipment;
 - (n) Required to utilize tact and diplomacy in possible tenant interaction. Refers tenants to other staff where appropriate; in some occasions may be required to exercise interpersonal and conflict resolution skills when dealing with the resident population.
 - (o) Applies pest control products as required and qualified.

B. C. HOUSING MANAGEMENT COMMISSION**JOB DESCRIPTION**

Location: Various **Job Title:** Pest Control/Heat Treatment Operator

SUPERVISION/DIRECTION RECEIVED:

Immediate Supervisor.

SUPERVISION/DIRECTION EXERCISED:

None.

PHYSICAL ASSETS/INFORMATION MANAGEMENT:

Returns tenant furniture to pre-treatment location, reports problems with heat treatment trailer and associated equipment to supervisor, completes logs/reports. Physical transport and set-up of equipment. Maintains on-line records and documentation.

FINANCIAL RESOURCES:

Applies standard purchasing procedures to acquire goods and services.

The above statement reflects the general details considered necessary to describe and evaluate the principal functions of the job identified, and shall not be construed as a detailed description of all the work requirements that may be inherent in the job.

B. C. HOUSING MANAGEMENT COMMISSION**JOB DESCRIPTION**

Location: Various **Job Title:** Pest Control/Heat Treatment Chargehand

PRIMARY FUNCTION:

In addition to performing Pest Control/Heat Treatment Operator functions, as required, directs assigned staff in the performance of their duties as related to the pest control program at Commission-owned properties, including those operated by non-profit housing providers.

JOB DUTIES AND TASKS:

1. Directs, trains and assigns staff in the completion of the pest control program at BC Housing properties:
 - (a) Directs, trains and assigns work of pest control staff;
 - (b) Liaises with other departments as required for effective delivery of treatments (i.e. Grounds, PPMs and site staff);
 - (c) In collaboration with site staff, delivers Notice of Entry and treatment preparation instructions to tenants scheduled for treatment and reviews preparation requirements with tenants;
 - (d) Conducts pre and post treatment inspections of units;
 - (e) Reports tenant related challenges to the site staff and Property Portfolio Manager responsible for the site;
 - (f) Ensures work standards and deadlines are met;
 - (g) Carries out duties related to pest control of units/areas as listed in Heat Treatment Operator job description;
 - (h) Applies pest control products as required and qualified;
 - (i) Required to utilize tact and diplomacy and refers tenants to other staff where appropriate. In some occasions, may be required to exercise interpersonal and conflict resolution skills when dealing with the resident population.

2. Maintains inventory, records and standards:
 - (a) Carries out routine inspections and arranges for maintenance of equipment;
 - (b) Maintains records related to pest control/heat treatment of units/areas;
 - (c) Assists in estimating and ordering of supplies required for pest control treatments;
 - (d) Makes recommendation for increasing effectiveness of treatment and safety protocols;
 - (e) Performs other assigned duties as required and qualified;
 - (f) As required operates the Employer's vehicle including trailers and loads/unloads tools, materials and/or equipment;
 - (g) Coordinates other pest control services as required and qualified.

B. C. HOUSING MANAGEMENT COMMISSION		
JOB DESCRIPTION		
Location:	Various	Job Title: Pest Control/Heat Treatment Chargehand
<i>SUPERVISION/DIRECTION RECEIVED:</i> Immediate Supervisor.		
<i>SUPERVISION/DIRECTION EXERCISED:</i> Assigns work to Pest Control/Heat Treatment Operators.		
<i>PHYSICAL ASSETS/INFORMATION MANAGEMENT:</i> Arranges for the maintenance of heat treatment trailers and associated equipment. Maintains records on the treatment of units, maintenance of the equipment and tenant relations (i.e. proof of delivery of Notice of Entry) and critical incidents. Performs physical duties as required. Prepares reports of program progress as required. Maintains on-line records and documentation.		
<i>FINANCIAL RESOURCES:</i> Provides cost estimates for purchasing and budget decisions. Applies standard purchasing procedures to acquire goods and services.		
<i>The above statement reflects the general details considered necessary to describe and evaluate the principal functions of the job identified, and shall not be construed as a detailed description of all the work requirements that may be inherent in the job.</i>		

B. C. HOUSING MANAGEMENT COMMISSION**JOB DESCRIPTION**

Location: Various **Job Title:** Pest Control/Heat Treatment Supervisor

PRIMARY FUNCTION:

Organizes, schedules and supervises pest control staff to ensure effective treatment of bed bug and/or other pest infested areas or units including maintaining effective tenant relations as related to treatment of infested areas at Commission-owned properties, including those operated by non-profit housing providers.

JOB DUTIES AND TASKS:

1. Coordinates training and direction of pest control staff and administration of the Pest Control program:
 - (a) Develops and maintains schedule of buildings and units to be treated;
 - (b) Develops and ensures deliver of effective coordinated communication and pest control services;
 - (c) Plans, organizes and administers delivery of pest control services to ensure other projects are not effected;
 - (d) Ensures delivery of services is coordinated with other workers/coordinators to ensure effective and safe delivery of services on site;
 - (e) Participates in the recruitment, selection and training of pest control staff;
 - (f) Completes performance evaluations of staff and recommends disciplinary action;
 - (g) Performs duties related to pest control of areas as listed in Heat Treatment Operator/Chargehand job descriptions, as required;
 - (h) Assigns equipment/vehicles, maintains equipment and completes records related to vehicle and equipment maintenance as required;
 - (i) Applies pest control products as required and qualified;
 - (j) Ensures work standards and deadlines are met;
 - (k) Required to utilize tact and diplomacy in possible tenant interaction. Refers tenants to other staff where appropriate. In some occasions may be required to exercise interpersonal and conflict resolution skills when dealing with the resident population.

2. Maintains inventory, records and standards:
 - (a) Maintains records related to work schedules and pest control/heat treatment of units including maintenance and repairs;
 - (b) Estimates and orders supplies required for pest control treatments;
 - (c) Makes recommendation for increasing effectiveness of treatment and safety protocols;
 - (d) Develops and ensures maintenance schedules are followed;
 - (e) Coordinates and administers other pest control services as required;

B. C. HOUSING MANAGEMENT COMMISSION	
JOB DESCRIPTION	
Location:	Various
Job Title:	Pest Control/Heat Treatment Supervisor
(f)	Performs other assigned duties as required and qualified;
(g)	As required operates the Employer's vehicle including trailers and loads/unloads tools, materials and/or equipment.
<i>SUPERVISION/DIRECTION RECEIVED:</i>	
Immediate supervisor.	
<i>SUPERVISION/DIRECTION EXERCISED:</i>	
Participates in the recruitment, selection and training and completes performance evaluations of Pest Control/Heat Treatment staff and recommends discipline. Assigns work to pest control staff.	
<i>PHYSICAL ASSETS/INFORMATION MANAGEMENT:</i>	
Arranges for the maintenance of heat treatment trailers and associated equipment. Maintains records on the treatment of units, maintenance of the equipment and tenant relations (i.e. proof of delivery of Notice of Entry) and critical incidents. Performs physical duties as required. Prepares reports of pest control services progress as required. Maintains on-line records and documentation including Accident and Critical Event (ACE) reports, Incident Investigations and WorkSafeBC documentation.	
<i>FINANCIAL RESOURCES:</i>	
Provides cost estimates for purchasing and budget decisions. Applies standard purchasing procedures to acquire goods and services including approval of purchases by Pest Control/Heat Treatment Operators and Chargehands.	
<i>The above statement reflects the general details considered necessary to describe and evaluate the principal functions of the job identified, and shall not be construed as a detailed description of all the work requirements that may be inherent in the job.</i>	

B. C. HOUSING MANAGEMENT COMMISSION			
JOB DESCRIPTION			
Location:	Various	Job Title:	Shift Engineer
PRIMARY FUNCTION:			
To operate and maintain a central heating plant and related equipment and monitor heating and air-conditioning systems for various buildings.			
JOB DUTIES AND TASKS:			
1. Operates and maintains a heating plant safely and efficiently:			
(a) Operates and maintains machinery and equipment such as condensate polisher, chemical pumps, emergency generators and air compressors;			
(b) Monitors all pressure gauges and water levels to ensure the safe and efficient operation of the power plant;			
(c) Records boiler activity and logs changes to equipment;			
(d) Performs tests for boiler water and condensate water and applies chemicals as required;			
(e) Monitors fire and security systems and responds to alarms;			
(f) Maintains, monitors and adjusts HVAC, Client Comfort Systems and Energy Management Control Systems for various buildings.			
2. Other related duties:			
(a) Prepares and prioritizes maintenance schedules;			
(b) Maintains the cleanliness of boiler plant;			
(c) Provides input into budget process by recommending purchases.			
SUPERVISION/DIRECTION RECEIVED:			
Immediate supervisor.			
SUPERVISION/DIRECTION EXERCISED:			
Provides formal instruction and direction to co-workers and assists working on machinery and equipment in a heating plant.			
PHYSICAL ASSETS/INFORMATION MANAGEMENT:			
Responsible for the safe operations and full maintenance and repair of steam plant equipment and machinery. Maintains and monitors HVAC and CSS and Energy Management Control Systems.			
FINANCIAL RESOURCES:			
Applies standard purchasing procedures to acquire goods and services.			
<i>The above statement reflects the general details considered necessary to describe and evaluate the principal functions of the job identified, and shall not be construed as a detailed description of all the work requirements that may be inherent in the job.</i>			

B. C. HOUSING MANAGEMENT COMMISSION			
JOB DESCRIPTION			
Location:	Various	Job Title:	Chief Power Engineer
PRIMARY FUNCTION:			
To operate and manage the boilers, machinery and equipment connected to the steam plant.			
JOB DUTIES AND TASKS:			
1. Responsible for the safe, efficient operation of the central heating plant and related equipment and staff:			
(a) Repairs and maintains the boiler and related equipment;			
(b) Supervises staff including assigning work and conducting performance appraisals;			
(c) Selects contractors, including defining the scope of project work, writing specifications, tracking costs, monitoring work and inspecting completed work;			
(d) Ensures that all work done by staff and contractors is done safely and meets Commission standards;			
(e) Identifies potential energy conservation projects;			
(f) Operates, monitors and troubleshoots Client Comfort Systems;			
(g) Establishes, maintains and adapts standard operating procedures for heating plant staff.			
2. Other related duties:			
(a) Orders and purchases materials and certifies receipt;			
(b) Maintains employee time sheets and expense forms;			
(c) Responds to trouble calls from clients.			
SUPERVISION/DIRECTION RECEIVED:			
Immediate supervisor.			
SUPERVISION/DIRECTION EXERCISED:			
Provides formal instruction and direction to direct team members and assists working on machinery and equipment in a heating plant, including training, scheduling of work and assigning tasks. Provides direction to heating plant contractors.			
PHYSICAL ASSETS/INFORMATION MANAGEMENT:			
Monitors and maintains heating plant and related H.V.A.C. equipment. Accesses and updates C.C.S. Ensures safe and efficient operation of the plant by ensuring staff and contractors adhere to regulations.			
FINANCIAL RESOURCES:			
Provides budget estimates and annual work shutdown plan and monitors expenditures and budget variances. Applies standard purchasing procedures to acquire goods and services including approval of purchases by Shift Engineers.			
<i>The above statement reflects the general details considered necessary to describe and evaluate the principal functions of the job identified, and shall not be construed as a detailed description of all the work requirements that may be inherent in the job.</i>			

APPENDIX C
Advance Payment of Group Life Benefits

The guidelines regarding payment of group life benefits for terminally ill employees pursuant to Group Life Insurance are as follows:

1. Death must be "*expected*" within 24 months. The employee's attending physician will be required to provide sufficient medical information, including the employee's diagnosis and prognosis, to allow the group life insurance carrier to assess the life expectancy.
2. Requests for advance payments must be in writing.
3. Authorization from the Employer must be submitted with the employee's request.
4. The amount of the payment will be the lesser of 50% of the employee's selected life insurance coverage or \$50,000.
5. A signed release will be obtained from the insured employee prior to payment being made. A release is not required from designated revocable beneficiaries as they have no legal rights to life insurance proceeds until after the insured's death. Situations involving irrevocable beneficiaries or divorce judgements will require special releases.

LETTER OF UNDERSTANDING #1
Benefits Plan Changes

The parties agree to conduct a joint review of benefit plans for the purpose of determining efficiencies and opportunities for plan modifications or adaptations. Upon completion of the joint review, recommendations will be made to Bargaining Principals for agreement.

The Joint Committee will include a suitable number of employee representatives who shall be appointed by the Union. Leave will be granted to attend pursuant to Article 3.4(a)(2) - Time off for Union Business.

The parties agree that any benefit plan changes will include the opportunity for employees to improve benefit coverage in the following areas:

- Lifetime maximum
- Contraceptive coverage
- Vision examination coverage
- Vision coverage
- Paramedical services coverage
- Dental plan coverage

Any changes recommended by the Joint Committee to the Bargaining Principals, as a result of the review will be cost neutral, in that there will be no additional unfunded liability to the Employer as a result of any changes in the plan. Any changes that result in plan savings will be used to improve benefits for employees and to administer the plan.

The intent is to have a new benefit plan ready to be implemented by January 1, 2015. In the event the Bargaining Principals are unable to reach agreement on a new benefit plan, either party to this agreement may refer the matter directly to arbitration pursuant to Article 21 - Arbitration.

LETTER OF UNDERSTANDING #2
Agreement to Extinguish Liabilities and Allocation of Savings under
Clause 16.8 Relating to Reduction in Premiums for MSP

This letter confirms the Employer and the Union agree that the one-time payment extinguishes any and all liabilities under Clause 16.8 - Legislative Changes of the BC Housing Management Commission Maintenance/Service Division and the BCGEU Collective Agreement with respect to the reduction in the premium paid by the Employer for MSP. The parties agree that the one-time payment shall be allocated after ratification of the agreement as follows:

- (a) Regular full-time employees existing at the date of ratification will receive a one-time payment of approximately \$637.68 (subject to statutory deductions);
- (b) Regular part-time employees existing at the date of ratification will receive a one-time payment based on a pro rata amount of their part-time status (subject to statutory deductions);
- (c) Short-term employees with benefits existing at date of ratification based on number of hours worked over the 12-month period prior to ratification.

LETTER OF UNDERSTANDING #3
LMDM Parking

It has been raised by employees, within the Lower Mainland Directly Managed (LMDM) region, that certain work locations have challenges with parking.

The Employer and the Union agree to establish a working group of two representatives each to study the matter at the specified sites and make recommendations to the LMDM management.

MEMORANDUM OF AGREEMENT #4
WSI Transfer

The following provision applies only to employees previously employed with WSI and remain employed at BC Housing as a result of a 2016 transfer:

Last Name	First Name
Kumar	Deo
Sandhu	Harwant
Clarke	Roger

Clause 18.1(d) Layoff and Recall

The employee will not receive an amount greater than 12 months' current salary.

MEMORANDUM OF AGREEMENT #5
Seniority Date for Layoff and Recall

Previous short-term employees, who were originally hired prior to 1992, who became regular will have their regular seniority for the purposes of layoff and recall only dated back to their original date of hire, provided they have not had a break in service of more than six months.

MEMORANDUM OF AGREEMENT #6
Pest Control Certification

In order to improve services provided to clients in the area of Pest Control, and to increase effective management of pest/parasitic infestations, some employees will be required to acquire and maintain pest control certification.

Pest Control/Heat Treatment and Groundskeeper employee(s) who are approved by the Employer to obtain this required certification will receive a monthly allowance of \$50 as long as the certification remains valid.

MEMORANDUM OF AGREEMENT #7
Secure Work Environment

The Employer and Union recognize that within BC Housing there are employees whose work assignment brings them in contact with vulnerable individuals and secure environments. It is in the public interest that such employees do not have a history of behaviour which is incompatible with such assignments.

The Employer and Union recognize that an employee's privacy and reputation must be recognized and protected. Accordingly, information gathered to establish suitability for work assignments which include contact with vulnerable individuals and secure environments is to be treated with confidentiality to the fullest extent compatible with meeting BC Housing's responsibility of safeguarding vulnerable individuals and maintaining security.

The Union and the Employer recognize the need to comply with the requirements of the *Criminal Record Review Act* as it applies to BC Housing.

Vulnerable individuals include adults with physical/mental disabilities and children. This memorandum will apply to all regular, seasonal short-term and short-term employees.

Confidential Disclosures

- (a) Upon request by the Employer, an applicant or employee shall provide the Employer with information necessary in order to comply with requirements of the CRRA.
- (b) Refusal to provide the necessary information shall render the applicant ineligible to work in the position of trust with vulnerable individuals or in a secure environment. Upon failure or refusal to provide the necessary information the applicant shall not be considered.
- (c) Upon the decision that an applicant is not cleared for work with vulnerable people or in a secure environment, the applicant shall be informed that they will not be considered for the assignment.

MEMORANDUM OF AGREEMENT #8
Compensation Bargaining Comparability

1. If a public sector employer as defined in s.1 of the *Public Sector Employers Act* enters into a collective agreement with an effective date after December 31, 2018 and the first three years of the collective agreement includes a cumulative nominal (not compounded) general wage increase of more than 6%, the general wage increase in the Maintenance/Service Division collective agreement will be adjusted on the third anniversary of the Maintenance/Service Division collective agreement so the cumulative nominal (not compounded) general wage increases are equivalent. This memorandum of agreement is not triggered by any general wage increase awarded as a result of binding interest arbitration.
2. A general wage increase and its magnitude in any agreement is as defined by the PSEC Secretariat and reported by the Secretariat to the Minister of Finance.
3. For certainty, a general wage increase is one that applies to all members of a bargaining unit and does not include wage comparability adjustments, targeted lower wage redress adjustments, labour market adjustments, service improvement allocations, and is net of the value of any changes agreed to by a bargaining agent for public sector employees to obtain a compensation adjustment.
4. This memorandum of agreement will be effective during the term of this agreement.

MEMORANDUM OF UNDERSTANDING #9
Trades Tickets

The parties recognize the benefit of trades tickets for Maintenance employees to improve efficiency of services to properties and client(s).

To address this matter, the Employer will provide an opportunity for leave and course costs for a maximum of two Maintenance employees per year to obtain certification, including examination fees to a maximum of \$2,500 per year and leave pursuant to Clause 15.7 in the following trades:

- Gas fitting
- Electrical
- Plumbing
- HVAC
- Carpentry

The selection of employees for this opportunity will be canvassed through an expression of interest and seniority in the maintenance worker role will be taken into consideration.

Upon obtaining certification a monthly allowance, as described in Memorandum of Understanding #10 will apply.

Employees will be required to remain at BC Housing for the equivalent in training course time. Employees who voluntarily terminate employment prior to 18 months of completion of the training received will be required to repay funding and leave received on a prorated basis.

MEMORANDUM OF UNDERSTANDING #10
Trades Task Recognition

The parties recognize the benefit of improved services through application of trades-level duties as a portion of the Maintenance Worker role.

The Employer will provide a payment of \$250 monthly allowance for maintenance workers who maintain a trade certification in the following trades:

- Electrical
- Plumbing
- HVAC
- Carpentry
- Gas Fitting

MEMORANDUM OF UNDERSTANDING #11
Recruitment and Retention Initiative

The Employer and the Union recognize that recruitment and retention challenges exist for particular positions. These challenges present issues and concerns that negatively impact the organization and the public it serves. Through stabilized staffing complements, the Employer is better able to service the citizens within BC.

The Service Improvement Allocation enables the Employer to recognize the unique natures of particular positions by providing temporary retention support to existing employees and to support recruitment challenges. The Employer will allocate a maximum of \$19,000 of the Service Improvement Allocation in each year of these adjustments. Accordingly, the Employer and the Union agree to the following adjustments for these particular positions:

- | | |
|------------------------------------------|----|
| • Groundskeeper Supervisor | 1% |
| • Groundskeeper | 1% |
| • Groundskeeper Chargehand | 1% |
| • Pest Control/Heat Treatment Supervisor | 1% |
| • Pest Control/Heat Treatment Chargehand | 1% |
| • Pest Control/Heat Treatment Operator | 1% |

These adjustments will be applied effective April 1, 2019 and for the remaining term of this agreement. This MOU and the adjustments outlined above will expire on March 31, 2022 unless extended by mutual agreement of the parties.

These adjustments will not be considered when calculating general wage increases.

MEMORANDUM OF UNDERSTANDING #12
Benefits Plan Review

The purpose of this memorandum is to address the benefits plan currently in place for Maintenance/Service Division employees, established in January 2015, through Letter of Understanding #1 - Benefits Plan Changes and the intent of the previous agreement Memorandum of Understanding - Benefits Review.

The parties agree to explore options for a benefits plan that will include a Claim Review Committee appeal process.

The parties agree to conduct a joint review of benefits plans for the purpose of determining efficiencies and opportunities for plan modifications or adaptations. Upon completion of the joint review, recommendations will be made to the Bargaining Principals for agreement.

The Joint Committee will include three employee representatives and one BCGEU representative who shall be appointed by the Union. Leave for employee representatives will be granted to attend pursuant to Clause 3.4(a)(2) - Time Off for Union Business.

Current benefits established through the LOU #1 process will remain in place for employees pending a new benefits program being established.

Changes agreed to by the Bargaining Principals will be cost neutral, in that there will be no additional unfunded liability to the Employer as a result of any changes to the plan.

Any plan changes that result in savings will be used to improve benefits for employees and to administer the plan.

MEMORANDUM OF UNDERSTANDING #13 Janitorial Certification

The parties recognize the importance of effective and safe cleaning and disinfecting services to meet safety standards for employees, visitors and clients.

The Employer will identify, in consultation with the Occupational Health and Safety Committee, a training/certification program that meets these standards for Janitors.

Upon successful completion of certification training, Janitors will receive a monthly allowance of \$50 for as long as the certification remains valid. The allowance will be prorated for short-term and part-time Janitors.

MEMORANDUM OF UNDERSTANDING #14 Clause 16.8 - Legislative Changes

Changes to the Employer health tax or any other premium imposed for the purposes similar to the Medical Services Plan premium are excluded and will not be required to be used to increase other employee benefits. If the Employer health tax is eliminated and not replaced with another form of employer-paid benefit, Clause 16.8 will be triggered.

If Clause 16.8 is triggered, the liability arising from the amount of savings from the legislative changes to the MSP is based on 2017. The parties will endeavour to mutually agree on the liability arising from the MSP savings based on 2017 projected forward. If the parties cannot agree, any party may refer the matter to arbitration.

The liability arising in this Memorandum of Understanding shall expire at the end of this collective agreement, unless renewed by mutual agreement of the parties.