

**COLLECTIVE AGREEMENT**

**between the**

**B.C. HOUSING MANAGEMENT COMMISSION  
(Administrative/Clerical Division)**

**and the**

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

**Effective from April 1, 2022 to March 31, 2025**

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**DEFINITIONS**

For the purpose of this agreement:

1. "*Indigenous community government*" means an Indian Band Council duly constituted under the federal *Indian Act* or an aboriginal, or Metis governing body, authorized under the terms of a treaty duly ratified by the provincial and/or federal governments or federal legislated self-government arrangements;
2. "*Arbitration board*" means a single arbitrator or a board of three persons;
3. "*Bargaining unit*" is the unit for collective bargaining for which the B.C. General Employees' Union was certified by the Industrial Relations Board of British Columbia on April 10, 1980;
4. "*Basic pay*" means the rate of pay negotiated by the parties to this agreement for each classification;
5. "*BCGEU*" means the B.C. General Employees' Union;
6. "*BC Housing*" means British Columbia Housing Management Commission;
7. "*Branch*" means a unit of organized departments led by an executive member who reports to the CEO;
8. "*Business Day*" means a day from Monday to Friday, inclusive, excepting holidays per Article 13 - General Holidays;
9. "*Child*" means a person under the age of majority, and shall be deemed to include a ward of the Director of Child Protection, or a child of a spouse;
10. "*Continuous employment*" or "*continuous service*" means uninterrupted employment with BC Housing subject to the provisions of Clause 9.2 - Accrual or 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 for a specified period of time to cover emergencies, absences of regular employees, or a short-term project to last a specified period of time not to extend past 12 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 or BC Housing;
19. "*Geographic regions*" are defined as follows:
- *Lower Mainland* - coincident with the area covered by the Vancouver Coastal and Fraser Health Authorities combined;
  - *Vancouver Island* - coincident with the area covered by the Vancouver Island Health Authority;
  - *Interior* - coincident with the area covered by the Interior Health Authority;
  - *North* - coincident with the area covered by the Northern Health Authority;
20. "*Holiday*" means the 24-hour period commencing at 00:01 hours of a day designated as a paid holiday in Article 13 - General Holidays;
21. "*Hours of operation*" are the hours established by the Employer to carry out its functions;
22. "*Layoff*" is a cessation of employment as a result of a reduction of the amount of work required to be done by the Employer. Employees will be recalled in accordance with Article 18 - Layoff and Recall;
23. "*Leave of absence with pay*" means to be absent from duty with permission and with pay;
24. "*Leave of absence without pay*" means to be absent from duty with permission but without pay;
25. "*Lieu day*" means a day in place of another day with the same number of straight-time hours;
26. "*Overtime*" means work performed by an employee in excess or outside of their regularly scheduled hours of work and as described in Article 12 - Overtime;
27. "*Probationary period*" means that period of time to determine an employee's suitability to the job, as specified in Clause 7.7 - Probationary Period and Trial Period;
28. "*Promotion*" means a change from an employee's position to one with a higher maximum salary level;
29. "*Relocation*" means the movement of an employee's residence as necessitated by a transfer or a promotion;
30. "*Resignation*" means a voluntary notice by the employee that they are terminating their service on a specified date;
31. "*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;
32. "*Secure email*" means an email that has been reasonably protected to prevent the information from potential interception when emails are sent outside the parties' respective networks. Securing emails may include the usage of encryption services or password protecting documents;

33. "*Seniority*" means;
  - (a) for regular employees, the length of continuous service as described in Article 9 - Seniority; and
  - (b) for short-term employees, the straight-time hours paid from the date of hire as described in Article 25 - Short-Term Employees.
34. "*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;
35. "*Straight-time rate*" means the hourly rate of remuneration as described in Appendix B - Salary Ranges;
36. "*Technological change*" means the introduction of equipment, processes, and/or automation of a different nature and kind than that which was previously used by the Employer in its work or business, which necessitates a change in the employment status (i.e. full-time, part-time, or short-term) of one or more employees;
37. "*Temporary assignment*" means a time limited assignment filled by an employee;
38. "*Termination*" is the separation of an employee from BC Housing for cause;
39. "*Transfer or lateral transfer*" refers to the movement of an employee from one position to another which does not constitute a demotion or promotion;
40. "*Travel status*" with respect to an employee, means travel outside a circle with a radius of 32 kilometres from their normal work centre on Employer business with the Employer's approval. Travel status does not apply to an employee temporarily assigned to a position outside the 32 kilometre range;
41. "*Union*" means the B.C. General Employees' Union;
42. "*Work centre*" means the primary BC Housing location assigned to an employee where they report for work as described in Clause 7.10 - Work Centre and Local Travel;
43. "*Workday*" is a period of 24 consecutive hours commencing with the starting time of any shift.

## 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, dignity, rights, 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 April 10, 1980.

**1.3 No Other Agreement**

This agreement represents all the terms and conditions which govern the relations between the Union, the Employer 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**

The agreement shall be binding and remain in effect to midnight, March 31, 2025.

**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) The 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 Employer 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 Employer, 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 Employer reserves the sole and exclusive right to operate and manage its affairs and facilities in all respects as it sees 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; 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 Employer'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 Employer 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) The bargaining unit shall comprise all positions included in the certification issued by the Labour Relations Board, dated April 10, 1980, except as altered since that time including by agreement of the parties, or the Labour Relations Board.
- (b) New positions established by the Employer shall be included in the bargaining unit unless mutually agreed by the President of the Union or their designate and the Employer or excluded under the *Labour Relations Code*.
- (c) Should the Employer seek to create a new excluded position or exclude an existing position from the bargaining unit, the Employer shall notify the Union by email to [exclusions@bcgeu.ca](mailto:exclusions@bcgeu.ca) and provide the Union with the job description, organizational chart and rationale for the exclusion of the position.

(d) Upon notice, the Union and the Employer will commence discussions within 15 business days with a view to reaching mutual agreement as to the exclusion status of the position. As part of these discussions, the parties will consider the practicality of the matter and the potential for membership in the Union to affect the performance of duties.

(e) If no agreement is reached, or discussions do not commence within 15 business days, either party may refer the matter for determination pursuant to the mediation/arbitration process set out below:

(1) The matter will be set down for mediation/arbitration within 30 days of the referral.

(2) The matter will be referred to Jim Carwana or, where they are not available, an alternate as agreed upon by both parties.

(3) Where a hearing is required, the arbitrator will adjudicate the issue based on the Labour Relations Board's legal test for exclusions. A decision will be issued within five business days of the conclusion of the hearing process. Such decisions will not have any precedential value as it relates to any subsequent proceeding involving the parties.

(4) It is understood that it is not the intention of either party to appeal a decision made pursuant to (3) above.

(f) On an annual basis, the Employer shall provide the Union with a list of excluded positions and incumbents by email to [exclusions@bcgeu.ca](mailto:exclusions@bcgeu.ca).

### **3.3 Recognition and Rights of Stewards**

(a) The Employer recognizes the Union's right to select stewards to represent employees.

(b) The Union agrees to provide the Employer with an updated list of the employees designated as stewards by email to [EmployeeRelations@bchousing.org](mailto:EmployeeRelations@bchousing.org) no later than 10 business days following an update.

(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 including meeting with employees 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) attending meetings called by the Employer;

(5) consulting with representatives of the Employer.

### **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 Employer'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 BC Housing office which has been 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 the steward of their choice 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 the steward of their choice, 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 April 10, 1980 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 Employer 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 Employer 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 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](mailto:direct.deposit@bcgeu.ca) including the EFT date and dollar amount. The Employer 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 Employer is obliged to deduct any amount under (a) above, the Union must advise the Employer in writing of the amount of its regular monthly dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer 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 Employer from the pay of the employees in the bargaining unit.

(g) The Employer 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 1<sup>st</sup> 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 Employer agrees not to contract out any work presently performed by employees covered by this agreement which would result in the laying off of such employees.

### **ARTICLE 5 - EMPLOYER-UNION RELATIONS**

#### **5.1 Union and Employer Representation**

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

#### **5.2 Union Representatives**

(a) The Employer agrees that access to its premises will be granted to a union staff representative when dealing or negotiating with the Employer, 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 Employer.

(b) The union staff representative shall notify the Employer 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 Employer will provide to union representatives or stewards temporary use of an office or similar facility, where available.

#### **5.3 Correspondence**

The Employer agrees that all correspondence between the Employer 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**

(a) 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.



(b) In support of the principle of providing bulletin boards to allow the posting of material relating to the business of the Union, the Employer agrees to allow employee(s) designated by the Union representatives to the Labour Management Committee to develop a BCGEU web page on the Employer's Intranet using the Employer's software and hardware. The Union agrees that:

- (1) any employee that creates and/or maintains the BCGEU web page will do so outside of their scheduled working hours and will be subject to all provisions of the Employer's Information Technology Security Policy and any other applicable policies of the Employer;
- (2) The Employer will not provide staff training for this activity. The Union representatives of the Labour Management Committee are responsible for providing the names of the employee(s) designated to maintain this page by e-mail to [employeerelations@bchousing.org](mailto:employeerelations@bchousing.org);
- (3) the BCGEU web page content will occupy no more than one gigabyte of storage space on the Employer's servers;
- (4) should the Employer discontinue Intranet services for any reason, this contract provision will no longer apply;
- (5) the BCGEU web page will be utilized as a view only application and will not be used to canvass or solicit employee feedback.

### **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 Employer and the Union agree to provide services of an emergency nature.

### **5.6 Labour Management Committee**

- (a) There shall be one labour management committee established composed of four members representing the Employer and four members representing the Union.
- (b) The Committee shall meet at least quarterly or at the call of either party at a mutually agreeable time and place but not more than 15 business days after the call. The quarterly meeting dates will be scheduled no later than 12 weeks in advance of the start of the next quarter. 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 right 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 right 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 labour relations between the parties;
  - (2) correcting conditions causing grievances and misunderstanding.

## **5.7 Technical Information**

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

## **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 that is respectful and 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. This article also applies to situations between an employee and a person employed by BC Housing outside the bargaining unit.

The Employer also recognizes that harassment of employees may involve persons that are not employed by BC Housing. In such circumstances the Employer will address the matter through appropriate measures, including but not limited to WorkSafeBC Regulations, the Residential Tenancy Branch, Emergency Services, 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 surrounding 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, including transgender, and gender-nonconforming and directed toward members of any sex/gender.

(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) microaggressions or bias;
- (5) discriminatory behavior based on a person's race, colour, ancestry, Indigenous identity, 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 grounds of discrimination under the *Human Rights Code* of British Columbia; or
- (6) harassment or bullying behaviors 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 pursuant to alleged behaviour as described in Clause 6.2 - Sexual Harassment and/or Clause 6.3 - Personal Harassment and Bullying may request assistance from a supervisor, manager, steward, or staff representative at the Union's discretion, or human resources representative to informally resolve the matter. If this results in a satisfactory resolution to the complainant, the matter will be deemed to be resolved.

- (1) If the matter of the complaint is between an employee and a respondent who is a person not employed by BC Housing, it will be addressed through the avenues outlined in Clause 6.1 - Harassment and Bullying in the Workplace.
- (2) The Employer or any other person providing assistance in (a) will inform the complainant of the supports available to them throughout the complaints process.

(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 who shall forward the complaint to the Vice President, Human Resources, or their designate.

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

- (2) The respondent 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.
- (3) Both the complainant and the respondent (if they are an employee) 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.
- (c) 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.
- (1) Pending the results of the investigation, the Vice President, Human Resources or designate may take interim measures including separating the employees concerned if deemed necessary. If employees are separated, reasonable efforts will be made to relocate the respondent. The complaint may be relocated if they request or agree to relocation in writing.
- (d) Where the complaint is determined to be of a frivolous, vindictive, or vexatious nature, the Employer will take appropriate action which may include discipline.
- (e) Disciplinary action taken against an offender(s) or complainant(s) pursuant to this article, shall not form the basis of a grievance.
- (f) Complaints under this article shall be treated in strict confidence by the complainant, the respondent, the Employer, the Union, and witnesses.
- (g) Where the complainant or respondent, in conjunction with the Union, is not satisfied with the Vice President, Human Resources' resolution, the Union may within 30 days of receipt of the Vice President's resolution, notify the Employer that they wish to put the matter forward to an independent adjudicator to review the matter. The Union will provide the Employer with one or more suggested adjudicators. The Employer will review the Union's suggestion and, if not in agreement with the provided adjudicators, suggest an alternate adjudicator(s) within 10 business days.
- (1) Once mutual agreement on an adjudicator has been reached, the adjudicator will work with the parties to achieve a mutually acceptable resolution and, if this is not achieved, the adjudicator shall have the right to:
- (i) dismiss the complaint; or
  - (ii) determine the appropriate level of discipline to be applied to the offender when the offender is within the bargaining unit; or
  - (iii) make further recommendations as are necessary to provide a final and conclusive settlement of the complaint; or
  - (iv) confirm the earlier decision made by the Vice President, Human Resources.
- (2) Adjudicator fees and expenses will be equally shared by the Employer and the Union.
- (h) Where the respondent is the Vice President, 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 (g) above may be followed.

(i) 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 within 10 business days unless otherwise specifically agreed to by the Union:

- (a) The Employer shall post vacancies that are temporary and are known to be for a period of one year or more.
- (b) Vacancies for regular positions within the bargaining unit, shall be posted for 10 business days prior to the closing date. Such postings shall be advertised electronically throughout BC Housing, and available for employees to arrange to receive by email, and a copy sent by email to the President of the Union, or designate.
- (c) The posting shall contain the following information: nature of posting, qualifications, skills, shift work (where applicable), classification, salary or salary range and, where possible, location.
- (d) The Employer shall proceed with the selection process as soon as possible after the closing date of the posting. Should the selection process not proceed within 60 days, the posting will be cancelled and will be reposted, if necessary.
- (e) The Employer shall fill posted positions within 30 days following the selection of a candidate.
- (f) The Employer may appoint employees to temporary vacancies for a period of less than one year, pursuant to Clause 7.20 - Substitution Opportunities.
- (g) Transfers without postings pursuant to 7.13 - Transfers Without Postings will supersede Clause 7.1 - Vacancy Postings.

## 7.2 Appointments

- (a) A posted vacancy shall be filled on the basis of the applicant's knowledge, skills, and abilities as set out in the job description for the vacant position. The relative weighting of these three factors will be the same for each position with the same job description.
- (b) Where there are qualified internal and external applicants, internal applicants shall be offered the position before external applicants when the combined knowledge, skills, and abilities of the applicants are reasonably equal.
- (c) Subject to (b) above, seniority shall be the deciding factor in determining which of the employees within the bargaining unit shall be selected through job postings, if knowledge, skills, and abilities combined 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 either their initial or subsequent probationary period.
- (e) Employees in temporary vacancies shall not be eligible to apply for other vacancies until 60 days prior to the end of their initial temporary assignment. "*Other vacancies*" here does not include postings for regular vacancies for the same job description as their current temporary assignment.

## 7.3 Interview Expense

An employee who applies for a posted position within BC Housing, 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 Manager of Recruitment Services 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 business days of the date they received notification of the decision.
- (c) The Manager of Recruitment Services or designate will reply to the employee within seven business 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 of this agreement; such a grievance shall be initiated in writing at the third step of the grievance procedure within seven business days after the date of sending of the Manager of Recruitment Services or 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 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 them where an electronic copy of the agreement can be found on the Employer's website. The new employee shall also be advised of where to locate the list of stewards via the BCGEU web page on the Employer's website and union bulletin boards. 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.
- (b) When operational requirements permit, the Employer agrees that a steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for 20-minutes sometime during the new employee's first 30 days of employment for the purpose of acquainting them with the benefits and duties of union membership.
- (c) The Employer will provide the name and work location of new employees to the union co-chair of the Labour/Management Committee on a monthly basis.

## 7.7 Probationary Period and Trial Period

### *Initial Probationary Period*

- (a) All newly hired employees shall be subject to an initial probationary period of six months. The probationary period described may be extended by mutual agreement of the parties.
- (b) Short-term employees within their initial probationary period who secure a position as a regular employee in a position where there are no changes in job duties, shall be required to complete the remainder of their initial probationary period. In this case, no subsequent probation will be served.
- (c) The Employer may terminate any probationary employee for just cause. The test of just cause for termination during the initial probationary period 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.

### *Subsequent Probation*

- (d) Newly promoted or transferred employees who have completed an initial probation period shall be subject to a subsequent probation period of six months. If the transfer is to a lateral position with minor changes in job duties, this subsequent probation may be reduced to three months or waived at the manager's discretion. The subsequent probation described may be extended by mutual agreement of the parties.
- (e) Where an employee on subsequent probation fails to demonstrate to the Employer the knowledge, skills, and abilities necessary for the position:
  - (1) If they were a short-term employee prior to the subsequent probation, they will have their employment terminated; otherwise
  - (2) They will be offered the opportunity to return to their former position, if it has not been permanently filled, at their former salary rate. For the purposes of this article, "*permanently filled*" means an offer letter has been signed by the successful applicant and returned to the Employer:
    - (i) If their former position has been permanently filled, the Employer will attempt to locate a suitable alternate position within the same geographic region for 120 days.

Should the alternate position be a lower paying classification and accepted, the provisions of Clause 11.2(d) - Salary on Reclassification, Promotion or Demotion will apply.

(ii) Should no alternate positions be found, or the employee declines an offer, termination will be deemed necessary. If the former employee is rehired within 12 months from their date of termination, for the purposes of this clause, the provisions of Clause 9.4(d) - Bridging of Service will apply.

#### *Trial Period*

(f) For regular employees who are newly promoted or transferred, the first 60 days in their new position are considered a trial period. If the employee wishes to return to their former position during this trial period, they may submit a request in writing to [employeerelations@bchousing.org](mailto:employeerelations@bchousing.org) to return to their former position. Such request shall be approved at their former salary rate if their former position has not been permanently filled.

(g) The trial period will be extended by any amount equal to any absences of the employee that occur during their trial period and are greater than two weeks in duration.

#### *Termination During Probation*

(h) Where an employee feels they have been aggrieved by the decision of the Employer to terminate their employment during the initial or subsequent probationary period, they may appeal the decision through the grievance procedures as per Clause 20.13 - Suspension or Dismissal Grievances.

### **7.8 Performance Review**

(a) 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 the employee's confirmation electronically that either the employee has read and accepts the evaluation or that the employee disagrees with the evaluation.

(b) 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.

(c) Every effort shall be made to resolve the disagreement with the evaluation. Should there be no resolution within 10 days of the disagreement being identified by the employee, the employee can file a grievance at Step 2 of the grievance procedure. The timeframe for resolution discussions may be extended by mutual agreement of the employee and the supervisor.

### **7.9 Upgrading Qualifications**

(a) The Employer 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 Employer.

(b) In order to encourage job-related self-improvement, and where appropriate, to assist and prepare employees for promotional opportunities within the Employer, the Employer 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 Employer may subsidize up to 100% of the costs. If the course relates to the employee's future growth and/or promotional prospects within BC Housing, up to 100% of the costs may be subsidized.

(c) 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. The Employer will review its Staff Training Policy on an annual basis to determine the extent and level of training funds that will be made available. Normally, reimbursement will be made on evidence of satisfactory completion of the course, although in special cases of financial need, the Employer will consider earlier reimbursement. Requests under this article shall be approved or denied within 30 days.

(d) 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 Employer directed the employee to take the educational course.

(e) An education advisory committee made up of an equal number of union and employer representatives will be established. It shall meet no more than three times per year to review and make recommendations on educational policy and courses. Meetings can be at the request of either party and time spent at meetings will be on scheduled work time for the union representatives. Budget and cost issues are beyond the mandate of the Committee.

#### **7.10 Work Centre and Local Travel**

(a) All employees shall have one BC Housing Office specified as their primary work centre.

(b) Where an employee is required to work away from their primary work centre they will, at the Employer's option, either travel on the Employer's time or be paid for hours travelled in accordance with the rates established for travel time as per Clause 12.11 - Travel Time.

#### **7.11 Employee Parking/Transportation**

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

(b) For employees not provided with parking under (a) above, the Employer will make available a limited number of parking spots on a first come first serve basis at BC Housing work centres where parking is available.

(c) The Employer will reimburse employees who incur costs for parking, ferry travel and tolls whilst travelling on Employer business, including travelling to and from a worksite other than their normal worksite, as required by the Employer.

(d) To encourage the use of sustainable transportation, effective 60 days following the ratification of this agreement, the Employer will increase the subsidy for transit passes from 30% to 50% for employees who are not provided with parking under (a) above, and are enrolled in the BC Housing Compass Card program.

### 7.12 Employment Related Legal Action

- (a) *Civil Action* - the Employer 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 Employer 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 Employer 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 Employer (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 event 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 Employer and the Union recognize that in certain cases a transfer may be in the best interests of the Employer 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 injury or illness.

(c) Employees wishing a transfer under (b)(1) or (b)(2) may submit a request to the Vice President, Human Resources or designate. It will be considered prior to the filling of an appropriate vacancy.

#### **7.14 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 geographical location, taking into consideration operational requirements, employee skill levels, limitations and restrictions and health.

#### **7.15 Work Clothing and Footwear**

(a) *Work Clothing*

(1) The Employer will provide BC Housing branded clothing items (such as shirts, jackets or hats) to employees whose position requires regular interaction with the public outside of an office setting (such as housing sites or building sites) in the performance of their duties.

(2) Protective clothing will be provided upon confirmation of the need based on occupational health and safety requirements.

(b) *Footwear*

(1) Safety footwear that meets WorkSafeBC Regulation Standards appropriate to the employee's role must be worn by all staff where it is required by WorkSafeBC or the Employer.

(2) The Employer shall reimburse each employee, upon submission of original receipts, the cost of safety footwear of up to \$228.70 every two years, intended for safety footwear to be used when attending a worksite that requires footwear as detailed in (1) above.

(3) Disputes pursuant to (b)(1) above shall be referred to the JOHS committee for resolution.

#### **7.16 Non-Related Duties**

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

#### **7.17 Dismissal for Abandonment of Position**

An employee who fails to report for duty for five consecutive workdays without informing the Employer 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 Employer.

#### **7.18 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 Employer 24 hour notice prior to having access to such files.

### 7.19 Professional/Certification Fees

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

### 7.20 Substitution Opportunities

- (a) Substitution to a higher-level position shall be offered first to the most senior qualified available bargaining unit employee within the department where the position is located subject to the employee's ability to perform the job.
- (b) Where no employee within the department is qualified or available, the opportunity to substitute will be offered to the most senior qualified bargaining unit employee within the branch and same geographic region.
- (c) Where no branch employee is qualified or available, the opportunity to substitute will be offered to the most senior qualified bargaining unit employee within the same geographic region.

### 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 coworkers.

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.
  - (i) 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 - CLASSIFICATION

### 8.1 Job Descriptions

The Employer agrees to supply the President of the Union or their designate with the job descriptions for those position categories in the bargaining unit.

### 8.2 Classification and Salary Determination

#### (a) *Notice of New Positions*

In the event the Employer establishes a new classification, written notice shall be given to the Union. The salary range for the new classification shall be subject to negotiations between the Employer and the Union.

#### (b) *Notice of Changed Positions*

In the event the Employer introduces significant changes to an existing job within the bargaining unit such that the job description is substantially altered, the Employer shall give written notice to the Union outlining the changes and the new classification and salary range to be applied from Appendix B - Salary Ranges, shall be mutually agreed to by both the Employer and the Union.

(c) If the parties are unable to agree on the classification and salary range for the new or 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 classification and salary range.

(d) The Union may then refer the matter within 30 days to an arbitrator agreed to by the parties who shall determine the new classification and salary range.

(e) If the classification and salary range proposed by the Employer for a new classification or altered job description is revised as a result of negotiation or arbitration, the new salary range shall become effective on a date agreed upon by the parties or as determined through the arbitration procedure.

(f) On the implementation of the BC Housing Job Evaluation Plan (BCHJEP) pursuant to Memorandum of Agreement #9 - Job Evaluation Plan Implementation, Clauses 8.2 (a) - (e) will no longer be in effect. Those clauses will be replaced with the process manual.

## ARTICLE 9 - SENIORITY

### 9.1 Seniority

(a) All regular employees have a seniority date based on the length of continuous service as a regular employee of the Employer. Seniority for regular part-time employees shall be prorated based on the number of straight-time paid hours and any leaves for which seniority is earned under Clause 9.2 - Accrual/Loss of Seniority.

(b) The Employer shall maintain a seniority list showing the name, seniority date, and classification of each regular employee within the bargaining unit.

(c) The seniority list shall be updated semi-annually by the end of January and the end of July and will list employees in decreasing order of seniority. The updated list shall be sent as an excel file by secure email to the President of the Union, or their designate by the end of January and July each year.

(d) Employees will have access to their seniority date via the employee portal. An employee who objects to the accuracy of their seniority date must submit that objection in writing to the Employer at [employeerelations@bchousing.org](mailto:employeerelations@bchousing.org) by the end of February and August each year. If an employee does not object to their seniority date, it is deemed valid until the next update.

## **9.2 Accrual or 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.

(b) A regular employee on leave of absence without pay shall not accrue seniority for leave periods over 30 days with the exception of leaves under the following where seniority will continue to accrue:

(1) Clause 15.10 - Canadian Armed Forces Leave; and

(2) Clause 15.12(b) or Clause 15.12(d) - Full Time Union or Public Duty Leave; and

(i) 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 where their original position is located;

(3) Clause 24.1 - Maternity Leave Allowance and Provisions, Clause 24.2 - Pre-Placement Adoption Leave Allowance and Provisions, or Clause 24.3 - Parental Leave Allowance and Provisions pursuant to Clause 24.7 - Entitlements Upon Return to Work.

(c) A regular employee on a claim recognized by WorkSafeBC shall be credited with seniority equivalent to what they would have earned had they not been absent and had been able to work.

(d) A regular employee shall cease to accrue seniority for absences beyond six months due to illness or injury but will retain their prior seniority earned and upon return to work, seniority accrual will recommence.

(e) An employee shall lose their seniority as a regular employee in the event that:

(1) they are discharged for just cause; or

(2) subject to Clause 9.3 - Re-Employment, they voluntarily terminate their employment or abandon their position; or

(3) they are on layoff for more than one year; or

(4) they resign from their regular position and become a short-term employee.

## **9.3 Re-Employment**

A regular employee who resigns from their position and within 60 days is re-employed as a regular employee shall be granted a leave of absence without pay covering those days absent in accordance with Clause 9.2 - Accrual/Loss of Seniority. Effective the date of re-employment, the regular employee shall be credited with their previous seniority and shall retain all provisions and rights in relation to other benefits, provided they have not withdrawn their pension benefits.

#### **9.4 Bridging of Service**

A regular employee who is rehired after resigning shall be credited with seniority accumulated during previous service with the Employer in accordance with the completion of all of the following:

- (a) The employee's prior resignation must indicate that the resignation was for the purpose of raising a dependent child or children or caring for a dependent spouse or parent; and
- (b) The employee must have at least three years' seniority as a regular employee prior to their resignation; and
- (c) The employee must have been re-employed within seven years of their effective date of resignation; and
- (d) Upon completion of three years' seniority as a regular employee following re-employment, the employee shall be entitled to all rights and benefits to which they would have been entitled had the total of combined periods of employment been unbroken.
- (e) The employee submits a request in writing and provides reasonable documentation to verify that (a) and (c) have been met.

### **ARTICLE 10 - HOURS OF WORK AND WORK SCHEDULES**

#### **10.1 Annual Hours of Work**

- (a) The annual hours of work exclusive of meal periods taken away from the workstation but including paid holidays will be 1,827 which is equivalent to an average of 35 hours per week.
- (b) There shall be no payback for shortfall of annual working hours.
- (c) Unless otherwise established by mutual agreement of the parties, normal hours of work shall be scheduled between 7:00 a.m. and 7:00 p.m. Monday to Saturday or, for the Housing and Health Services Department, Monday to Sunday consisting of five shifts and two consecutive days off.
- (d) For work centres with schedules that include a Saturday or Sunday shift, the work schedule opportunities will be made available on the basis of seniority to all qualified staff with the appropriate job classification within the work centre. Work schedules will not include both a Saturday and Sunday unless the employee agrees.
  - (1) Any regular employee with a seniority date prior to September 1, 2014, will have the ability to refuse to work a schedule that includes a Saturday shift.
  - (2) All regular employees will have the ability to refuse a work schedule that includes a Sunday, except employees whose offer letter at the time of accepting their position included the requirement to work Sunday.

#### **10.2 Modified Work Schedules**

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

- (b) The standard workweek shall consist of five consecutive days with two consecutive days off. In no event will an employee be scheduled to work more than five consecutive days.
- (c) The parties agree to a modified workweek schedule based on a five day, five day, four day work schedule within a three week period of seven hours and 30 minutes per day.
- (d) Other modified schedules may be proposed or negotiated within a department, component of a department or branch. To be eligible to request a modified schedule other than (b) and (c) above, the employee(s) must have completed six months of employment and successfully passed their initial probationary period. Other modified schedules could include:
- (1) a modified work week schedule based on a five-day, four-day work schedule within a two-week period of seven hours and 47 minutes per day; or
  - (2) a modified work week schedule based on a four-day work schedule within a one-week period of eight-hours and 45-minutes per day; or
  - (3) other workweek schedules as proposed by employees.
  - (4) Requests for other modified schedules by employee(s) must be in writing to their immediate supervisor. The request shall include the date of the request, name or names of employee(s) requesting an alternate schedule, the description of the requested modified workweek schedule, and the expected effects on workload, service delivery, other employee(s) and departments.
  - (5) Upon receipt of a written request, the Employer will, within 20 business days, respond in writing, approving the request as is, propose an alternative, or deny. The response will provide rationale and next steps, as applicable; and
    - (i) If approved, the response will outline any additional considerations and/or desired outcomes and if a review of the modified workweek schedule will be conducted at a future date; or
    - (ii) If an alternative is proposed, the Employer will meet with employee(s) to discuss options and reasons for the suggested alternate workweek schedule and determine if the employee(s) wish to proceed; or
    - (iii) If denied, the Employer will provide justification in their response based on the conditions outlined in (e) below and any other factors related to the business area.
- (e) The parties agree to modified work schedules 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 a circumstance, the Employer will give at least 21 days notice by secure email to the President of the Union, or their designate of the event leading to the modification of the schedule.
  - (2) To ensure operational requirements are met, the day off may be scheduled and assigned by the manager/supervisor on any day of the week. Employees must obtain prior written approval to move an assigned day off.



- (3) Subject to mutual agreement at the local level hours of work may be extended to accommodate a 45-minute lunch break. Morning and afternoon coffee breaks to be scheduled in accordance with Clause 10.3 - Rest Periods.
- (4) 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. In unusual work related circumstances the time limit may be extended to an eight-week period. In the Regional Offices, days off may be restricted during the rent collection.
- (5) The Employer expects employees to make every effort to arrange for leaves under Clause 15.2 - Leave for Medical and Dental Care on their day off. The Employer may reschedule an employee's day off where the employee is consistently unable to make arrangements on the day off.
- (6) No increased costs to the Employer (e.g. no substitution pay or overtime subject to pre-approval by the Director).
- (7) No topping up of sick leave from the earned day off.
- (8) No employee will be forced to participate in the modified workweek schedule.
- (9) All leave, including vacation entitlement, shall be converted to hours.
- (10) Participation will not be allowed where there are insufficient staff to provide coverage for an extended schedule.
- (11) Short-term employees hired for a term of six months or longer may participate.
- (12) 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) - Annual Hours of Work are required by the Employer, 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**

The following hourly shift premium will be paid to employees for hours worked on an afternoon or night shift:

Afternoon	\$1.40
Night	\$1.50

**10.6 Notice of Shift Schedules**

Shift schedules of work for regular employees shall be posted at least 14 days in advance of the starting day of a new schedule.

**10.7 Exchange of Shifts**

Employees may exchange shifts, with the prior approval of the Employer, provided that there is no increase in cost to the Employer.

**10.8 Split Shifts**

There shall be no split shifts.

**10.9 Work Time Records**

Any changes to an employee's record of time worked, which affects their salary, shall be accompanied by notification to the employee. Should the employee disagree with their supervisor as to the accuracy of their work or overtime records, the steward shall have the right, on reasonable notice, to review hard-copy or electronic records with the employee.

**10.10 Job Sharing**

Policies and procedures respecting job sharing are posted in an appropriate area of the company website. The Employer's policy on job sharing will reflect that if an employee or the Employer decides to discontinue a job share, there shall be a 60 day notice period.

**10.11 Standby Premiums**

(a) Standby premiums apply when an employee is required to be available for work outside of their normal working hours. When on standby, the employee will carry a telecommunications device

provided by the Employer. They shall be compensated at straight-time or time off in lieu, at the employee's option, at the rate of one hour for every three hours of standby scheduled.

(b) Employees will be compensated in accordance with Clause 12.2 - Overtime Entitlement when required to work during the standby period.

(c) For positions where there are regularly scheduled standby periods, schedules will be published at least 14 days in advance.

(d) Employees will not be required to be on standby, except by mutual agreement between the employee and their supervisor, in the following circumstances:

- (1) on an approved and/or earned day off;
- (2) on a weekend abutting an approved and/or earned day off;
- (3) more than one weekend in four;
- (4) more than one designated paid holiday in four;
- (5) more than 40 hours of scheduled standby in a month.

(e) Standby opportunities will be offered equitably to employees and will specify the period of standby; and

(1) Employees whose offer letter at the time of accepting their position, included the requirement to work standby, can refuse the opportunity for standby if provided with less than 14 days' notice, without being subject to disciplinary action; and

(2) All other employees may refuse the opportunity without being subject to disciplinary action.

## **ARTICLE 11 - SALARIES AND ALLOWANCES**

### **11.1 Salary Rates**

(a) Employees shall be paid in accordance with the salary rates negotiated by the parties to this agreement. Salary rates will be increased on the following dates:

April 1, 2022	25¢/h + 3.24%
April 1, 2023	5.5% and a Cost of Living Adjustment of 1.25% for a total of 6.75%
April 1, 2024	2.0% and a Cost of Living Adjustment of 1.0% for a total of 3.0%

(b) Salary rates are recorded in Appendix B - Salary Ranges.

(c) Future increases to the salary grids will be posted on the BC Housing and BCGEU websites, which will reflect effective salary rates for the term of the agreement.

**11.2 Salary on Reclassification, Promotion or Demotion**

- (a) When a position is reclassified upward, the incumbent will receive the rate of the salary range which is the closest step to eight percent above their previous rate, or the minimum of the new range, whichever is greater, but not more than the top of the new range.
- (b) When an employee's position is reclassified downward, through no fault of their own, the employee shall not receive negotiated salary increases until the salary of the employee's new classification equals or exceeds the salary which the employee is receiving.
- (c) When an employee is promoted to a higher paying position in the salary schedule, they will receive the rate in the salary range which is the closest step to eight percent above their previous rate, or the minimum of the new range, whichever is greater, but not more than the top of the new range.
- (d) When an employee is demoted to a lower paying position, the maximum reduction shall be the closest step to eight percent but where the differential between the employee's salary before demotion and the maximum salary of the lower position is greater than eight percent, the new salary shall be the maximum of the new position.

**11.3 Salary on Temporary Assignment**

- (a) When an employee temporarily substitutes in or performs the principal duties of a higher paying position, they shall receive the minimum rate of the new salary range or the rate in the new salary range which is the closest step to eight percent above their current rate, whichever is greater, but no more than the top of the new salary range.
- (b) A regular employee temporarily assigned by the Employer to a position with a salary lower than their regular salary shall maintain their regular salary. This clause does not apply where the employee has been demoted.

**11.4 Partial Month Salary Calculations**

The formula for paying a biweekly or hourly salary is as follows:

$$\frac{\text{Annual Salary}}{26.0892857} = \text{Biweekly Salary}$$

$$\frac{\text{Monthly Salary} \times 12 \text{ mos.}}{26.0892857} = \text{Biweekly Salary}$$

$$\frac{\text{Biweekly Salary}}{70} = \text{Hourly Rate}$$

The daily rate shall be determined by multiplying the number of regularly scheduled hours in the employee's day shift by the hourly rate. For the purposes of converting a biweekly rate to a monthly rate, the formula will be as follows:

$$\frac{\text{Biweekly Rate} \times 26.0892857}{12}$$

The formula for paying a partial salary to employees paid on a biweekly basis is:

$$\text{Salary} = \frac{\text{Hrs. worked plus paid holidays} \times \text{biweekly salary}}{\text{Hrs. scheduled plus paid holiday (paid holiday = 7 hrs)}}$$

When an article in this agreement has a reference to payments at the "*end of the month following the month*" in which an event occurs, payment will be "*at the end of the second pay period following the pay period*" in which the event occurs.

Similarly, a reference to payments on specified dates will mean payment on the closest pay period payday following the specified date.

### 11.5 Dates and Method of Salary Payment

- (a) Employees shall be paid by direct deposit every second Friday.
- (b) Employees leaving the employment of the Employer will receive their final pay within eight days of the end of their final pay period and have access to their record of employment as per Employment Insurance Regulations.

### 11.6 Vehicle Allowance

- (a) Employees required to use their personal vehicles on Employer business shall be paid as follows:
  - Effective April 1, 2022 - 57¢ per kilometre
  - Effective April 1, 2023 - 61¢ per kilometre
  - Effective April 1, 2024 - 63¢ per kilometre
- (b) Vehicle allowances for all distances travelled on Employer 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 Employer.
- (d) Further increases will be applied as negotiated in the BC Public Service Agency and BCGEU collective agreement.

### 11.7 Accommodation, Board and Lodging

Employees on travel status shall be reimbursed for:

- (a) Reasonable hotel and motel bills, as negotiated from time to time by the Province of British Columbia, upon submission of original receipts.
- (b) Private lodging, where such is used, to a maximum per day with no receipts required:

<b>Effective Date</b>	<b>Amount Per Day</b>
April 1, 2022	\$34.93
April 1, 2023	\$37.29
April 1, 2024	\$38.41

(c) Further increases will be applied as negotiated in the BC Public Service Agency and BCGEU collective agreement.

### **11.8 Meal Allowance**

(a) Employees on travel status shall be entitled to a meal allowance as follows:

<b>Meal</b>	<b>April 1, 2022</b>	<b>April 1, 2023</b>	<b>April 1, 2024</b>
Breakfast	\$13.26	\$14.16	\$14.58
Lunch	\$15.34	\$16.38	\$16.87
Dinner	\$26.52	\$28.31	\$29.16

(b) Meal claims shall be reimbursed to the employees as soon as possible. Claims will be made on a form acceptable to the Employer except where a meal is provided at public cost.

(c) Meal increases negotiated in the BC Public Service Agency and BCGEU collective agreement will be applied to this article.

### **11.9 Telephone Allowance**

Employees on travel status who are required to obtain overnight accommodation shall be authorized to make a single one 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.

### **11.10 Relocation**

(a) Regular employees who agree to move their residence at the Employer's request, will be entitled to relocation expenses in accordance with Appendix A - Relocation Expenses.

(b) Regular employees who have been relocated, at the Employer's expense, in accordance with Appendix A - Relocation Expenses will not be eligible for further relocation expenses for a period of two years except where the relocation is as a result of being successful on a posted competition which results in the employee being promoted or if the relocation is at the Employer's request.

(c) Regular employees who have been relocated at the Employer's expense in accordance with Appendix A1.(a) who during their trial period request and are granted a return to their former position pursuant to Clause 7.7(f) - Probationary Period and Trial Period will not be eligible for relocation expenses.

### **11.11 Isolation Allowance**

An isolation allowance shall be paid to employees in locations designated by the government of BC. Payment of the allowance shall be that which is mutually agreed by the B.C. General Employees' Union and the government of BC.

**11.12 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 midnight and 6:00 a.m. Employees may claim reimbursement for a round trip taxi fare, ride share or use of a car co-op service through a personal account, between work and home upon submission of appropriate receipts. Where available and permissible, employees can use a BC Housing pool car or a car co-op service through BC Housing's account.

**11.13 Payment to Beneficiaries on Death**

Where an employee dies while employed by BC Housing, an amount of one month's salary for each completed year of continuous service, to a maximum of six months' salary, shall be paid. The amount shall be paid within 15 business days upon receipt of the death certificate to their beneficiary of record, or their estate where no beneficiary has been designated.

**11.14 Personal Vehicle Damage**

Where an employee's personal vehicle is 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 ICBC Claim number.

**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 Employer; and
  - (2) the employee does not control the duration of the overtime worked.
- (b) Notwithstanding the foregoing, the Employer 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 Employer 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) Overtime shall be compensated either in cash or time off (i.e., Compensatory Time Off (CTO)), or a combination of both, at the employee's option. CTO will be scheduled by mutual agreement between the employee and their supervisor. Any unused CTO shall be paid out at the fiscal year end.

#### **12.4 Right to Refuse Overtime**

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

An employee on standby shall not have the right to refuse callout for overtime work.

#### **12.5 Recording of Overtime**

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

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

Employees shall not be required to lay off 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 Emergency Response**

When an employee responds to an emergency call before or after their normal shift, they shall be compensated as follows:



- (a) Overtime rates for all time on such calls, with a minimum of three hours, unless the call period adjoins a normal shift in which case compensation shall be at overtime rates for the call period and straight-time rates for the regular shift.
- (b) Overtime rates for time spent travelling to and from their residence.

**12.10 Overtime Meal Allowance**

- (a) The overtime meal allowance shall be as follows:
  - Effective April 1, 2022 - \$15.91
  - Effective April 1, 2023 - \$16.98
  - Effective April 1, 2024 - \$17.49
- (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 BC Public Service Agency and the BCGEU collective agreement will be applied to this clause.

**12.11 Travel Time**

- (a) All employee travel on Employer business beyond an employee's normal working hours shall be compensated at the rate of time and one-half. This includes all travel 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 or time off (i.e., CTO). CTO will be scheduled by mutual agreement between the employee and their supervisor. Unused CTO shall be paid out at the fiscal year end.

**ARTICLE 13 - GENERAL HOLIDAYS****13.1 Paid Holidays**

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

New Year's Day	Labour Day
Family Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day

Victoria Day  
Canada Day  
British Columbia Day

Christmas Day  
Boxing Day

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

### **13.2 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.

### **13.3 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.

### **13.4 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.

### **13.5 Holiday Coinciding with a Day of Vacation**

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

### **13.6 Christmas or New Year's Day Off**

The Employer 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.

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 1<sup>st</sup> and ending December 31<sup>st</sup>.

"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 to 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 Clause 14.5 - Vacation Carryover, 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 sixth anniversary falls shall be the sixth 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.
- (i) Regular part-time employees shall receive an annual entitlement of 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 Employer, shall not be changed other than in cases of emergency, except by mutual agreement between the employee and their immediate supervisor. Employee requests for changes to previously approved vacation schedule shall not be unreasonably withheld and shall be subject to operational requirements.
- (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 1<sup>st</sup> each year.
- (e) An employee who does not exercise their seniority rights within seven business days 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) Employees who have not scheduled the minimum number of hours required in order to be in compliance with Clause 14.5(a) - Vacation Carryover may have unscheduled vacation, in excess of the maximum allowable carryover, scheduled by their supervisor based on operational requirements.
- (g) An employee who transfers to another work centre or geographic location by their request where the vacation selection process has begun 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.
- (h) An employee transferred in accordance with Article 11.10 - Relocation by the Employer shall maintain their vacation period and no other employee's vacation time shall be affected thereby.
- (i) 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 receiving substitution pay in a higher-paid position than their regular position for the 30 business days immediately preceding their vacation, in which case they shall receive the higher rate.

**14.4 Leave Displacing Vacation**

(a) When an employee on vacation becomes eligible for benefits under Clause 17.1 - Part I - Short-Term Illness and Injury Plan, or leave with pay in accordance with Clauses 15.5 - Bereavement Leave, 15.6 - Leave for Court Appearances, 15.7 - Education and Training Leaves, the employee may elect to displace their vacation with such leave.

(b) An employee claiming displaced vacation pursuant to (a) above must advise the Employer and provide necessary documentation within seven days of returning to work. The period of vacation so displaced shall be taken at a mutually agreed time.

(c) The provisions of this article do not apply when an employee is on pre-retirement leave in accordance with the provision of Articles 7.21(a) and (c) - Retirement Provisions.

**14.5 Vacation Carryover**

(a) Employees in the first partial year of service may carry over up to seven days earned vacation leave into their first vacation year. For any credits earned beyond seven days, the employee can either:

- (1) arrange to take the vacation time pursuant to Clause 14.1(b) - Vacation; or
- (2) be paid in cash prior to the end of the first month of the following year.

(b) Employees in their first to fifth vacation year may carry over up to five days' vacation leave per vacation year to a maximum of 15 days at any time.

(c) 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.

(d) A single vacation period which overlaps the end of a calendar year (December 31) shall be considered as vacation for the vacation year in which the vacation commenced. The portion of vacation taken subsequent to but adjoining December 31 shall not be considered as vacation carryover, nor as a seniority choice for the subsequent vacation 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, 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 Employer.

(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**

This article describes the various special leaves available to regular employees. Additional leaves are also available and outlined in Article 17 - Short and Long-Term Disability, Article 24 - Maternity, Pre-Adoption and Parental Leave, and Article 27 - Domestic Abuse.

**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 employee ..... two 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 emergency.....one day;
- (5) moving household furniture and effects .....one day;
- (6) attending their formal hearing to become a Canadian citizen .....one day;
- (7) attend memorial service or funeral ..... one-half day;
- (8) court appearance for hearing of employee's child.....one day;
- (9) In the case of 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.....two days per calendar year;
- (10) court appearance for child-custody hearing.....one day;
- (11) 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 special leave under (a)(1), (2), (5) and (6).

(c) For the purpose of (a)(2), (4), (5), (6), (7), (8) and (10), 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 a change of their place of residence 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)(11), the employee may choose to take the leave with pay intermittently in increments of one hour, up to three days or in one continuous period. An employee seeking to take leave for this reason shall advise the Employer in writing of their leave request as soon as possible. The employee may utilize leaves under Article 27 - Domestic Abuse in combination with this leave.

## 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, but where any such absence exceeds two hours, 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 in 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 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 the employee's spouse or a dependent child of an employee, and when no one at the employee's home other than the employee can provide for their needs, 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. If/when improvements pursuant to this article are negotiated at the Government Master level they shall be applicable to employees covered by this collective agreement.
- (b) The Employer may request a report from a qualified medical practitioner when it appears that a pattern of consistent absence is developing.
- (c) 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.

## 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 10 workdays per calendar year.
- (b) The Employer may request a report from a qualified medical practitioner when it appears that a pattern of consistent absence is developing.

**15.5 Bereavement Leave**

- (a) In the case of death in the immediate family an employee not on leave of absence without pay shall be entitled to bereavement 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. 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, stepparent, spouse, child, stepchild, foster child in the care of the employee, sibling, stepsibling, parent-in-law, grandchild, 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, child-in-law, sibling-in-law, the employee shall be entitled to bereavement leave for one day for the purpose of attending the funeral or memorial service.
- (d) Where established ethno-cultural or religious practices provide for alternative ceremonial occasions, the balance of the bereavement leave, as provided in (a) above, may be used for the ceremonial occasion.

**15.6 Leave for Court Appearances**

- (a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.
- (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 Employer all monies paid to them by the court, except travelling and meal allowances not reimbursed by the Employer.
- (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 Employer requires an employee to upgrade their skills or qualifications under Clause 7.9 - 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 Employer. 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 enroll. Such request 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 Employer. Employees shall advise the Employer 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 Employer.

#### **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 Employer;

(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 Other Religious or Cultural Observances**

(a) Employees entitled to up to three days leave without pay per calendar year to observe cultural, spiritual or holy days. Such leave shall not be unreasonably withheld.

(b) A minimum of two weeks' notice is required for leave under this clause. Where two weeks' notice is not possible, due to the unpredictable nature of the cultural, spiritual, or holy days, then as much notice as possible shall be provided.

(c) Employees granted leave under this provision may utilize or reschedule Compensatory Time Off (CTO), unused vacation or lieu days.

#### **15.12 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 elected for a full-time position of President or Treasurer with the Union for a period of three years;

(c) for employees elected to a public office for a maximum period of five years;

(d) 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.

#### **15.13 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, unusual, or other circumstances. Such request shall be in writing and approved by the employee's immediate supervisor. Approval shall not be withheld unreasonably. Upon request, the Employer will give written reasons for withholding approval.

#### **15.14 Elections**

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

#### **15.15 Donor Leave**

The Employer and the Union support 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.

#### **15.16 Compassionate Care Leave**

An employee is entitled to 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 immediate 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.

**15.17 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 - Accrual or Loss of Seniority, seniority will accrue for the duration of the approved leave.

The employee's current extended health and dental benefit coverage will 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 - Accrual or Loss of Seniority, seniority will accrue for the duration of the approved leave.

The employee's current extended health and dental benefit coverage will 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.

**15.19 Supplemental Leave**

- (a) Employee shall be entitled to two days of supplemental leave with pay each calendar year. These days may be used in one-half shift increments.
- (b) These days are subject to operational requirements and cannot be attached to other leaves of absence including Article 13 - General Holidays, Article 14 - Annual Vacations, and other leaves under this article.

**15.20 Cultural Leave for Indigenous Employees**

- (a) Self-identified Indigenous employees are entitled to up to two days leave with pay per calendar year to observe or participate in traditional Indigenous activities that connect these employees to their culture and language.
- (b) A minimum of 10 business days' notice is required for leave under this provision. Where 10 business days' notice is not possible due to the unpredictable nature of the event, then as much notice as possible shall be provided. Such leave shall not be unreasonably withheld.

**15.21 Gender Transition Leave**

An employee who provides a certificate from a medical practitioner confirming that the employee requires a leave of absence in order to undergo gender transition will be granted leave for the procedure required during the transition period.

The provisions of the leave will be in accordance with Clause 15.2 - Leave for Medical and Dental Care, Clause 15.13 - General Leave, Clause 17.1 - Short Term Illness and Injury Plan or any other applicable paid leaves depending on the employee's request.

**ARTICLE 16 - HEALTH AND WELFARE BENEFITS****16.1 Extended Health Care Plan**

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

**16.2 Optional Insurance**

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

**16.3 Air Travel Insurance**

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

**16.4 Employment Insurance**

The Employer 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*.

**16.5 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.

**16.6 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 or their designate.

**16.7 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 President of the Union or their designate regarding the selection of a service provider. The Employer will not select a service provider to which the Union has reasonable objections.

**16.8 Advanced Payment of Life Insurance Benefits**

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

**ARTICLE 17 - SHORT AND LONG-TERM DISABILITY****17.1 Part I - Short-Term Illness and Injury Plan****(a) *Eligibility and Entitlements***

- (1) Regular employees shall be entitled to up to five days per calendar year of illness and injury leave paid at 100% pay.
- (2) Regular employees with more than three months but less than six months of service will be entitled to 15 weeks (75 workdays) of coverage, consisting of (1) above, or what remains, and the remainder of the 15 weeks at two-thirds of pay, not to exceed the EI maximum weekly sickness benefit.
- (3) Regular employees upon completion of six months of active service are entitled to the coverage outlined in 17.1(b) - Short Term Plan Benefit.
- (4) 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.
- (5) For the purpose of calculating days of coverage 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.
- (6)
  - (i) Notwithstanding (1), (2) and (3) above, where a regular employee is on a claim recognized by the 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 Clause (b). Such leave period will run concurrent with the related STIIP period.
  - (ii) Employer and employee contributions and deductions for Pension and Employment Insurance will, during the period of absence, comply with statutory requirements.
  - (iii) 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 (6) (ii) above.
  - (iv) If net take-home pay as calculated in (iii) 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.
  - (v) The compensation payable by WorkSafeBC shall be remitted to the Employer.

**(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). Upon commencement of a leave under the Short-Term Plan Benefit, the six months shall be inclusive of any remaining entitlements under Clause 17.1(a)(1) - Eligibility and Entitlements.
- (2) At the employee's option, the 75% benefit may be supplemented to 100% by the use of any of the following:

- (i) 7.5 hours annually from Clause 15.4 - Maximum Leave Entitlement; or
- (ii) Compensatory Time Off (CTO); or
- (iii) Equivalent Time Off (ETO) as per Clause 22.3 - Safety Committees; or
- (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 Clause (b)(1), if absence is due to the same illness or injury.

(d) *Medical Certificate of Inability to Work*

(1) The Employer may require an employee who is unable to work, or who is requesting an accommodation 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;

(iv) Where the employee is requesting an accommodation.

(2) Where the Employer requires a follow-up medical questionnaire from the employee's physician confirming the employee's ability to return-to-work, and/or specifying or modifying the employee's employment limitations and/or capabilities, the employee will be reimbursed, upon production of receipt, for 75% of the cost of the medical questionnaire.

(3) For the purpose of this clause, medical evidence refers to a medical certificate or medical assessment prepared by:

- (i) a medical practitioner registered to practice under the College of Physicians and Surgeons of British Columbia; or
  - (ii) a Nurse Practitioner registered to practice under the BC College of Nurses and Midwives; or
  - (iii) a medical practitioner licensed to practice in Alberta or Yukon; or
  - (iv) any consulting physician to whom the employee is referred to by their practitioner in (i), (ii), or (iii) above.
- (4) Benefits will cease to be paid when an employee fails to provide satisfactory evidence of medical disability during the benefit period.

(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 Clause (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 Clause 17.1(a)(6) above - Eligibility and Entitlements;
- (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) *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.

(i) *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 Clauses (a)(3), (a)(6), or (b) above 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" MOA 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 Clause 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 Clause 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 Clause 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 superannuation 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 superannuation 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 six 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 Clause 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.

"*Rehabilitative employment*" shall mean any occupation or employment for wage or profit or any course or training that entitles the disabled employee to an allowance, provided such rehabilitative employment has the approval of the employee's doctor and the Employer.

The rehabilitative employment of a disabled employee will continue until such time as the employee's earnings from rehabilitative employment exceed 100% of the employee's earnings at the date of disability but in no event for more than 25 months from the date benefit payments commence.

If earnings are received by an employee during a period of total disability and if such earnings are derived from employment which has not been approved of as rehabilitative employment by their doctor and the Employer, then the regular monthly benefit from the Plan will be reduced by 100% of such earnings.

- (ii) In the event that an employee has been classified as totally disabled for all occupations and engages in approved rehabilitative employment, the provisions of (i) above apply except that the rehabilitative employment may continue for 25 months from the date rehabilitative employment commenced.

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

- a. 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;
- b. the existence of an action commenced by or on behalf of an employee does not preclude the Employer from joining the employee's action or commencing an action on its own behalf respecting the benefits paid;
- c. where the Employer or the employee intends to commence or join such an action, they shall advise the other in writing of that intention.

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

(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 65<sup>th</sup> 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.

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

(4) 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.

(5) LTD benefits received will be reduced by the same amount of Guaranteed Available Income for Need (GAIN) benefits received for the same period, except where the GAIN benefits received for that period are repaid to GAIN. Where the employee has been deemed eligible for GAIN benefits which 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 grievance and arbitration procedures in Articles 20 and 21 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 work centre, 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 full-time employees in reverse order of seniority;
  - (3) Regular full-time 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 in the following order:
    - (i) Regular employees shall have the right to displace employees who have less seniority within the same geographic region and same job title and classification. The employee shall be deemed to have met the qualifications for the position; or
    - (ii) A regular employee may displace a less senior employee within the same or lower paying classification within the same geographic region subject to being qualified to do the job at the time of placement and subject to being able to perform the job after a period of familiarization. The familiarization period shall be three months. Employees shall be subject to the provisions of Clause 7.7 - Probationary Period and Trial Period; or
    - (iii) If a regular employee displaces an employee who is in a temporary vacancy, they shall remain a regular employee for the term of their temporary assignment. The employee shall remain on a recall list for regular vacancies for a period of one year from the date of layoff.
- (b) A committee composed of a representative of the Union and a representative of the Employer shall be established. The Committee will identify vacancies within the bargaining unit for which employees may be 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 (b) and (c) above, 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 weeks' 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 (b) and (c) above, or declining to exercise their option pursuant to (a)(4)(i) and (ii) above, 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 month's 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 Employer 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 Employer of such change.
- (2) Any employee who is laid off and who fails to return to work within 10 business 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 Clause 18.1(e)(2) above, 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 Employer shall notify regular employees, who are to be laid off, 20 business 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 Employer 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**

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

### **19.3 Burden of Proof**

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

### **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 employee 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 Employer and the Union recognize that grievances may arise concerning:

- (a) differences between the parties respecting the interpretation, application, operation or any alleged violation of 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 the steward of their choice present at such a discussion.

**20.3 Grievance Procedure Step 2**

- (a) If the dispute is not resolved at Step 1, the aggrieved employee may, within 25 business days of the alleged violation or of first learning of the alleged violation, submit a written grievance as follows:
  - (1) record their grievance on the appropriate grievance form, setting out the nature of the grievance and the date and circumstances from which it arose;
  - (2) state the article or articles of the agreement alleged to have been violated, and the remedy or correction requested; and
  - (3) forward the grievance form to the next appropriate excluded Manager in person or by secure email, through a steward.
- (b) Upon receipt of the grievance, the Manager shall:
  - (1) provide the steward with a signed and date receipted copy of the grievance form;
  - (2) investigate the grievance, following which, but not later than 15 business days after receipt of the grievance at Step 2, the Manager will reply in writing by secure email to the steward.

**20.4 Grievance Procedure Step 3**

- (a) If the grievance is not resolved at Step 2, or the time limit for a reply at Step 2 is not met, the President of the Union, or their designate may, within 20 business days, refer the matter to the Vice President, Human Resources or their designate via email.
- (b) The Vice President, Human Resources, or their designate shall:
  - (1) investigate all matters pertaining to the grievance and take additional steps to resolve the matter, which may include requesting a meeting with the President of the Union, or their designate, to have a discussion to examine the facts, the nature of the grievance, and attempt to resolve the dispute;
  - (2) reply in writing to the President of the Union, or their designate by secure email within 20 business days of receipt of the grievance at Step 3.

**20.5 Grievance Procedure Step 4**

If the grievance is not resolved 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 Vice President, Human Resources or their designate by email of their intention and will do so within:

- (a) 30 business days of receipt of the Vice President, Human Resources, or their designate's reply; or
- (b) 30 business days after the Vice President, Human Resources or their designate'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) Communications during the grievance process shall be by secure email. If required, replies may be sent by certified mail or courier.
- (b) Employer notification to arbitrate under Step 4, shall be by secure email to the President of the Union or their designate. If required, replies may be sent by certified mail or courier.
- (c) Grievances, replies and notifications shall be deemed to have been received on either the date on which they were verifiably transmitted or, in the case of certified mail or courier, on the date they were delivered to the appropriate contact for the Employer or the Union.

**20.9 Deviation from Grievance Procedure**

- (a) The Employer agrees that after a grievance has been initiated at Step 2 by the Union, the Employer'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 right to allow all necessary amendments to the grievance and the right 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 Employer or the Union, as the case may be, within 20 business 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 business days of action being taken. The grievance may commence at Step 2 of the grievance procedure within 20 business days of the date on which the suspension occurred, or within 20 business 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 business days of action being taken. The grievance may commence at Step 3 of the grievance procedure within 20 business days of the date on which the dismissal occurred, or within 20 business days of the employee receiving notice of dismissal.

**ARTICLE 21 - ARBITRATION****21.1 Notification**

Where a difference arises 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 business days of the receipt of the reply at Step 3 of the grievance process, of its desire to submit the difference or allegations to arbitration.

**21.2 Selection of Arbitrator or the Board of Arbitration**

When a party has requested that a grievance be submitted to arbitration, they shall within seven days elect either (a) or (b) below:

- (a) Notify the other party of its intention to submit the matter in dispute to a single arbitrator. The arbitrator will be selected from Appendix C - List of Arbitrators. Arbitrators will be assigned on a rotating basis;

(1) If the assigned arbitrator's schedule doesn't allow a hearing date to be scheduled within 180 days of filing for arbitration, then the next arbitrator on the list shall be assigned that grievance;

(2) If none of the arbitrators on the list have schedules that allow for a hearing date to be scheduled within 180 days, the parties will assign the arbitrator on the list with soonest availability;

(3) Notwithstanding (1) and (2) above, the parties mutually agree to assign an arbitrator outside of the list.

(b) Notify the other party of its intention to submit the matter in dispute to a Board of Arbitration and the name of its appointee to the Board of Arbitration. The other party shall within five business days name their 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 Relations 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 right to dispose of a discharge or discipline grievance by any arrangement which it deems just and equitable. However, the Board shall not have the right 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 and expenses 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 Committee reference in Clause 22.3 - Safety Committees.

### **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, health and wellness which includes physical and psychological wellbeing. 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 regulation 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*. Allowances will be provided, as per Clause 11.6 - Vehicle Allowance. Worker representatives will be granted time that is 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 Employer 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 a Joint Occupational Health and Safety (JOHS) representative of the Employer. An on-site inspection can be completed by any of the following:

- (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 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 Display Screen Equipment

When employees are required to monitor display screen equipment, then:

- (a) When a majority of an employee's work time requires monitoring such display screen equipment, such employees shall have their eyes examined by an ophthalmologist or optometrist of the employee's choice at the nearest community where medical facilities are available prior to initial assignment to display screen equipment and after six months, a further test and annually thereafter if requested. The examination shall be at the Employer's expense where costs are not covered by insurance. Where requested, the Employer shall grant leave of absence with pay.
- (b) The Employer shall ensure that new equipment shall:
  - (1) have adjustable keyboards and screens;
  - (2) meet the most stringent emission standards of the *Federal Radiation Emitting Devices Act* and other standards established by the Federal Health and Welfare, WorkSafeBC or the Provincial Ministry of Health.

The local Occupational Health and Safety Committee shall review and make recommendations on lighting and safety consistent with recommendations from the WorkSafeBC publication "*How to make your computer workstation fit you*".

## 22.9 Occupational First Aid

- (a) Where the Employer requires an employee to perform first aid duties in addition to the normal requirements of the job, the cost of obtaining and renewing the Occupational First Aid Certificate shall be borne by the Employer, and leave to take the necessary course shall be granted with pay.
- (b) Employees required to possess a Level 2 Occupational First Aid Certificate and who are designated to act as the First Aid Attendant in addition to their normal job responsibilities shall receive a biweekly allowance. The allowance shall be set with a view towards the public sector and will not be less than the rates in the current BC Public Service Agency/BCGEU Collective Agreement.

## 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 and preventative measures.
- (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 - Investigation of Accidents.



(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 has a parasitic infestation that they feel was acquired through the course of their employment, it will be reported and investigated through the process identified in Clause 22.7 - Investigation of Accidents. If the investigation finds that the infestation was acquired through the course of their employment, the Employer will reimburse any costs incurred by the employee, that are not covered by benefits or WorkSafeBC, for treatment of the parasitic infestation.

(e) Where an employee's personal residence is found to have an infestation, an investigation to determine the nature of the contraction will be conducted through the process identified in Clause 22.7 - Investigation of Accidents.

If the investigation finds that the infestation was contracted due to the course of their employment, 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 Safety Training/Orientation**

The Employer will provide health and safety orientations or in-service which is 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 as applicable.

#### **22.13 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. Additionally, the Employer will provide support and access to mental health support programs.

A subcommittee of the JOHS Committee will be established and the committee will utilize tools such as the CSA Standard for Psychological Health and Safety in the Workplace (CAN/CSA-Z1003-13/BNQ 9700-803/2013) and WorkSafeBC's Mental Health Strategy to identify any gaps in current policies, procedures or practices in order to provide recommendations and

assistance in the review and development of programs targeted to address mental health in the workplace and promote awareness as an ongoing process of continual improvement.

#### **22.14 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 including legal intervention and/or action under the *Residential Tenancy Act*. 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 established to address violence in the workplace will be developed in consultation with the JOHS Committee and will continue to be compliant with all aspects of the WorkSafeBC regulations.

Policies, procedures and information related to the prevention of violence in the workplace will be made available to all employees through the Human Resources intranet site and includes:

- Safe Work Procedures and Resources
- Risk Assessments
- Prevention of Violence Policy and Procedures
- Working Alone Procedures
- Workplace Incident Reporting
- Critical Event Stress Management Services
- Domestic Violence Resources
- 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. The Employer will ensure all employees who work directly with clients are made aware of the methods in place to identify clients who are known to have the potential of violence.

The Employer does not tolerate violence or harassment against employees and believes that all employees have the right to work in an environment free from harassment or violence. Following any threat or incident, security procedures will be reviewed, and appropriate security measures will be implemented to ensure the safety of affected employee(s). The Employer will support any employee seeking to have criminal charges laid against a client/tenant and any security measures.

#### **22.15 Strain Injury Prevention**

- (a) The Employer and the Union agree that there is a shared interest in minimizing and/or eliminating musculoskeletal strain injuries or illnesses which are work related.
- (b) The Ergonomics Task Force, as established by the JOHS Committee, shall work proactively to minimize risk factors by:
  - (1) Performing workstation assessments and providing training to staff on evaluating factors which may contribute to risk, including:
    - (i) The layout of the workstation and equipment
    - (ii) Posture and movement
    - (iii) Work methods and task variety
    - (iv) Environmental conditions
  - (2) Providing information to employees regarding ergonomic issues.

(c) Where new equipment will be 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)(1) above. Such advice will be sought from resources which will include the JOHS Committee or Work Health and Safety Representatives.

(d) The provisions of Clause 22.3 - Safety Committees apply to members of the Ergonomic Task Force performing their duties.

#### **22.16 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**

Three 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 or materially modified by technological change shall be eligible:

(1) for retraining to equip them to operate such new equipment and/or execute new processes, as outlined in Clause 23.3(b). Should such retraining fail, Clauses 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, Clause 7.7 - Probationary Period and Trial Period and Clause 11.2 - Salary on Reclassification, Promotion or Demotion 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 Clause 23.3(b). Should such retraining fail, Clause 23.4 - Termination or Layoff and Recall will apply;

(4) for early retirement as provided by the Public Service Pension Plan.

- (b) Retraining will be provided by the Employer without cost to employees, but employees must become capable of doing the new job within 45 days (or such longer period as may be agreed to by the Employer and the Union).
- (c) Clauses (a)(2) above or 23.4 - Termination or Layoff and Recall will apply to an employee who has been bumped.
- (d) Employees shall have the right to have a steward of their choice present when discussions on the above are taking place.

**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 Service Pension Plan rules;
- (c) severance of employment as specified in Clauses 23.5 - Severance Pay Eligibility and 23.6 - Payment of Severance Pay.

**23.5 Severance Pay Eligibility**

An employee shall be eligible for severance pay immediately if they elects termination under Clause 23.4(c) - Termination or Layoff and Recall. If they elect to go on a recall list under Clause 23.4(a) - Termination or Layoff and Recall and is 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) - Termination or Layoff and Recall) and their employment shall be terminated.

**23.6 Payment of Severance Pay**

Full-time regular employees eligible for severance pay under Clause 23.4 - Termination or Layoff and Recall and Clause 23.5 - Severance Pay Eligibility, or whose employment is terminated due to closure of all or part of the Employer'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 - Payment of Severance Pay) 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
<b><i>A pregnant employee who takes:</i></b>					
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
<b><i>An employee who takes:</i></b>					
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
<b><i>Both parents are employees:</i></b>					
Standard Leave 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
Extended Leave 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 with less than six months of service with the Employer shall qualify for maternity leave in accordance with the *Employment Standards Act*. The provisions outlined below do not apply to employees in their first six months of service.
- (2) A pregnant employee who has completed their six months of service 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 -Maternity/Parental Leave and Allowance During the Benefit Waiting and Benefit Transition Period.

(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 the actual birth date. 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 later of the first date of illness, or six weeks prior to the expected delivery date pursuant to (b)(1) above.

(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 15.13 - Leaves of Absence; or

(iv) access vacation leave credits that will be accrued during maternity leave as outlined in Clause 24.7(c) - Entitlements Upon Return to Work.

(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 any leave or allowances take pursuant to Clause 24.4 - Maternity/Parental Leave and Allowance During the Benefit Waiting and Benefit Transition Period.

(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 (245 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(ren);

(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(ren) 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 with the 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 with less than six months of service with the Employer shall qualify for parental leave in accordance with the *Employment Standards Act*. The provisions outlined below do not apply to employees in their first six months of service.
- (2) An employee who has completed six months of service with the Employer 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 - Maternity Leave Allowance and Provisions or 24.4 - Maternity/Parental Leave and Allowance During the Benefit Waiting and Benefit Transition Period.
  - (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 - Maternity/Parental Leave and Allowance During the Benefit Waiting and Benefit Transition Period.
  - (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) 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*.
- (5) Pursuant to the Government of Canada Parental Sharing Benefit:
  - (i) 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.
  - (ii) 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.

(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 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) - Maternity Leave Allowance and Provisions or 24.3(a)(2) - Parental Leave Allowance and Provisions 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 (a) above 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) - Parental Leave Allowance and Provisions if the employee takes the maximum leave entitlement pursuant to Clause 24.3(a)(2) - Parental Leave Allowance and Provisions.

(d) *Benefit Transition Period Allowance*

An employee who is entitled to leave under (c) above 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) - Maternity Leave Allowance and Provisions, 24.2(a) - Pre-Placement Adoption Leave Allowance and Provisions, 24.3(a)(2) - Parental Leave Allowance and Provisions, 24.4(a), and (c) - Maternity/Parental Leave and Allowance During the Benefit Waiting and Benefit Transition Period, 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 - Maternity, Pre-Adoption and/or Parental Leave Repayment Provisions.

#### **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) - Maternity Leave Allowance and Provisions, 24.2(a) - Pre-Placement Adoption Leave Allowance and Provisions, 24.3(a) - Parental Leave Allowance and Provisions or 24.4(a) - Maternity/Parental Leave and Allowance During the Benefit Waiting and Benefit Transition Period 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 - Maternity, Pre-Adoption and/or Parental Leave Repayment Provisions.

#### **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) - Maternity Leave Allowance and Provisions and 24.4(a) - Maternity/Parental Leave and Allowance During the Benefit Waiting and Benefit Transition Period 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) - Parental Leave Allowance and Provisions; 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) - Maternity Leave Allowance and Provisions, 24.2(a) - Pre-Parental Adoption Leave Allowance and Provisions, 24.3(a)(2) - Parental Leave Allowance and Provisions, 24.4(a), and (c) - Maternity/Parental Leave and Allowance During the Benefit Waiting and Benefit Transition Period, 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 - Deemed Resignation.
- (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) - Maternity Leave Allowance and Provisions 24.2(b) - Pre-Placement Adoption Leave Allowance and Provisions, 24.3(c) - Parental Leave Allowance and Provisions, 24.4(b) and (d) - Maternity/Parental Leave and Allowance During the Benefit Waiting and Benefit Transition Period.

(2) 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.

(3) 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, parental, benefit waiting period and/or pre-adoption leave allowance received on a pro rata basis.

(b) *Benefits*

Should an employee be deemed to have resigned in accordance with Clause 24.6 - Deemed Resignation, or fail to remain in the employ of the Employer for at least six months or a period equivalent to the leave taken at (a)(1) above, whichever is longer, after their return to work, the Employer will recover monies paid pursuant to Clause 24.5 - Benefits Continuation 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 - Extended Child Care Leave until the expiration of that leave. Notification of return to work shall be subject to Clause 24.6 - Deemed Resignation.

#### **24.10 Benefits Upon Layoff**

Regular employees who have completed three months of service and are receiving an allowance pursuant to Clauses 24.1(d) - Maternity Leave Allowance and Provisions, 24.3(c) - Parental Leave Allowance and Provisions, 24.4(b) and/or (d) - Maternity/Parental Leave and Allowance During the Benefit Waiting and Benefit Transition Period, 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.

**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 six percent of their regular earnings. Short-term employees will receive vacation pay on each biweekly paycheque.

**25.3 Applicable Articles**

- (a) The following articles/clauses of this collective agreement will apply to short-term employees:

Article/Clause	
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
7.6	The Employer and Union to Acquaint New Employees
7.7(a)(b)(c)(d)(e.1)	Probationary and Trial Period
7.8	Performance Review
7.10	Work Centre and Local Travel
7.11	Employee Parking/Transportation
7.12	Employment Related Legal Action
7.14	Joint Return to Work Committee
7.15	Work Clothing and Footwear
7.16	Non-Related Duties
7.17	Dismissal for Abandonment of Position
7.18	Personnel File Access
10.1	Annual Hours of Work
10.2	Modified Work Schedules
10.3	Rest Periods
10.4	Meal Periods
10.5	Shift Work
10.11	Standby Premiums

Article/Clause	
11.1	Salary rates
11.4	Partial Month Salary Calculations
11.5	Dates and Method of Salary Payment
11.6	Vehicle Allowance
11.7	Accommodation, Board and Lodging
11.8	Meal Allowance
11.11	Isolation Allowance
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
13.2	Holidays Falling on Saturday or Sunday
13.3	Holiday Falling on a Day of Rest
13.4	Holiday Falling on a Scheduled Workday
13.6	Christmas or New Year's Day Off
15.5	Bereavement Leave
15.6	Leave for Court Appearances
15.11	Other Religious or Cultural Observances
15.14	Elections
15.15	Donor Leave
15.16	Compassionate Care Leave
15.17	Leave Respecting Death of Child
15.18	Leave Respecting Disappearance of Child

Article/Clause	
15.20	Cultural Leave for Indigenous Employees
16.7	Employee Family and Assistance Program
18.1(a)(1)	Layoff and Recall Procedure
19	Suspension and Dismissal
20	Resolution of Grievances

Article/Clause	
21	Arbitration
22	Occupational Health and Safety
25	Short-Term Employees
26	General Provisions
27	Domestic Abuse
28	Expiration of Agreement
Appendix B	Salary Ranges

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

(c) Seniority for a short-term employee is defined as the straight-time hours paid from the date of hire.

#### **25.4 Designated Paid Holidays**

Short-term employees who have:

- (a) worked the day before and the day after a paid holiday; or
- (b) worked 15 of the previous 30 days;

shall be compensated for the paid holidays.

#### **25.5 Health and Welfare**

Effective the date of ratification of this agreement, short-term employees shall receive compensation of 91¢ per hour, to a maximum of \$63.70 biweekly, in lieu of health and welfare benefits.

#### **25.6 Unpaid Leaves**

Short-term employees shall be entitled to a maximum of ten unpaid personal leave days per year provided that they have worked 1,827 hours in the preceding 12 months. Employees may book five days in a "*block*" for vacation purposes. The days shall be scheduled in a manner that does not restrict the vacation or leave choices of regular employees or adversely affect operations.

#### **25.7 Sick Leave**

Short-term employees who have been employed for 90 consecutive days shall be entitled to up to five days of paid illness and injury leave and three unpaid days of illness and injury leave per calendar year.

### **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 the employee's normal working hours;
  - (2) there is no conflict of interest between the duties of the municipal or school board office and the duties of the employee's position.

- (b) Where municipal council or school board meetings are held during the employee's normal working hours, the Employer shall grant leave without pay to attend such meetings. The employee will, whenever possible, provide a minimum of three business days' notice for such leave.
- (c) Before employees may receive remuneration in municipal or school board offices they must seek the approval of the Employer.

## **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 15.12(a) to engage in the election campaign. If elected, the employee shall be granted leave of absence in accordance with Clause 15.12(d). If not elected, the employee shall be allowed to return to their former position.

## **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 (ESA)*, has experienced domestic or sexual violence (as defined under the *ESA*), the Employer shall make every effort 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 22.14 - 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 Clause 27.3 - Domestic Abuse Leave 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 (ESA)*, experiences domestic or sexual violence (as defined under the *ESA*), they are entitled to leave of absence in accordance with the *ESA* each calendar year as follows:
  - (1) up to five days of paid leave;
  - (2) up to five days unpaid leave, and
  - (3) up to 15 weeks of additional unpaid leave.

Changes to the entitlements above as a result of changes to the *ESA* will be applied to this clause.

- (b) The employee may choose to use to take leave in (a) above intermittently in increments of one day or in one continuous period. The employee may utilize leaves under Clause 15.1 - Special Leaves in combination with this leave.
- (c) For regular employees taking leave under this article, the Employer will maintain extended health and dental benefit coverage as per the *ESA*. The employee and members of their immediate family will also have access to the employee and family assistance program.
- (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 would apply 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, March 1, 2025.
- (b) Where no notice is given by either party prior to March 1, 2025, both parties shall be deemed to have been given notice under this section on the expiry of March 31, 2025 and thereupon Clause 28.2 - Commencement of Bargaining 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 Employer shall be given by the Chief Executive Officer (CEO) of the Employer.

### **28.2 Commencement of Bargaining**

Where a party to this agreement has given notice under Clause 28.1 - Notice to Bargain 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**

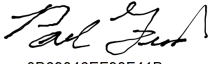
Both parties shall adhere fully to the terms of this agreement during the period of bona fide collective bargaining.

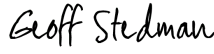
### **28.4 Exclude Section 50 of the *Labour Relations Code***


Both parties agree to exclude the operation of Section 50, Subsections (2) and (3) of the *Labour Relations Code*, [RSBC 1996] Chapter 244 and therefore those subsections do not apply to this collective agreement.




**SIGNED ON BEHALF OF  
THE UNION:**

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0B89046EF98F41B...  
Paul Finch  
President


Signed by:  
  
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Geoffrey Stedman  
Bargaining Committee Chair


Signed by:  
  
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Lisa Julien  
Bargaining Committee Member

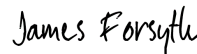
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Lisa Gerstendorfer  
Bargaining Committee Member

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Brent Camilleri  
Staff Representative - Negotiations

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

Signed by:  
  
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Vincent Tong  
Chief Executive Officer

Signed by:  
  
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Joselyn Navarro  
Manager, People Services

Signed by:  
  
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James Forsyth  
Director, Regional Development, Lower  
Mainland

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Erin Smandych  
Director, Applicant Services

Signed by:  
  
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Ron Strome  
Director Employee Relations and OHS

Date: April 28, 2025

## APPENDIX A Relocation Expenses

### 1. Application

Relocation expenses will apply:

- (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 initial or subsequent probationary period;
- (b) Employees who have to transfer from one work centre to another outside of a 64 kilometre radius at the Employer's request.

### 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 himself, 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 \$30.30 per day up to a maximum 30 days; or
- (b) The Employer shall pay an employee accompanied by dependants a living allowance of \$36.36 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, Personal Possessions and Property**

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

- (a) Moving of household effects, personal possession and property 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, personal possessions and property during the move up to a maximum of \$72,612.63.
- (c) Where necessary, insured storage, up to two months, upon production of receipts.
- (d) The packing and unpacking of the employee's household effects, personal possessions and property.

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, personal possessions and property the employee shall receive one of the following allowances:
  - (1) \$606.06 for a move not exceeding a distance of 240 kilometres;
  - (2) \$971.98 for a move which exceeds a distance of 240 kilometres;
  - (3) \$303.03 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.
- (b) Where mobile homes in excess of the above are involved, the Employer will reimburse the following:
  - (1) the equivalent cost of moving a single wide mobile trailer or home up to the maximum width allowed on highway with a permit; or
  - (2) the real estate and legal fees involved in selling the extra wide trailer up to a maximum of \$6,060.58.

(c) Comprehensive insurance to adequately protect the employee's household effects, personal possessions, property, and trailer during the move up to a maximum of \$72,612.63.

(d) The setting up and levelling of a mobile home or double wide at the new location to a maximum of \$726.13 upon production of receipts.

(e) The packing and unpacking of the employee's household effects, personal possessions and property if required.

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 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 \$3,030.29 upon production of receipts.

(g) 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 \$240.14.

## **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 - \$726.13.

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 - \$360.20.

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 - \$240.14.
- (d) When the employee is moving to room and board - \$181.82.

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 \$10,794.70 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 \$2,424.23.
- (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:
  - (1) one percent of the first \$50,000 of the purchase price;
  - (2) one-half of one percent of any amount of the purchase price above \$50,000;
  - (3) the total cost to the Employer under Part (c) shall not exceed \$1,269.29.

(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.

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.

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.

### APPENDIX B Salary Ranges

Wage Rates - Effective April 1, 2022: 25¢/h + 3.24% Increase						
		Step 1	Step 2	Step 3	Step 4	Step 5
Office Assistant I	BW	1576.19	1621.93	1667.67	1724.14	1780.69
	M	3426.81	3526.25	3625.69	3748.47	3871.41
	A	41121.67	42315.00	43508.32	44981.58	46456.93
	H	22.52	23.17	23.82	24.63	25.44
Office Assistant II	BW	1621.14	1668.42	1715.66	1774.09	1832.49
	M	3524.53	3627.32	3730.03	3857.06	3984.03
	A	42294.38	43527.89	44760.34	46284.74	47808.36
	H	23.16	23.83	24.51	25.34	26.18
Clerk III	BW	1715.66	1766.14	1816.60	1878.97	1941.35
	M	3730.03	3839.78	3949.48	4085.08	4220.70
	A	44760.34	46077.33	47393.80	49020.99	50648.43
	H	24.51	25.23	25.95	26.84	27.73
Clerk IV	BW	1816.60	1870.50	1924.40	1991.00	2057.60
	M	3949.48	4066.67	4183.85	4328.65	4473.44
	A	47393.80	48800.01	50206.22	51943.77	53681.31
	H	25.95	26.72	27.49	28.44	29.39
Clerk V	BW	1924.40	1981.93	2039.45	2110.60	2181.73
	M	4183.85	4308.93	4433.98	4588.67	4743.32
	A	50206.22	51707.14	53207.79	55064.05	56919.78
	H	27.49	28.31	29.14	30.15	31.17
Clerk VI	BW	1980.96	2040.47	2099.91	2173.43	2246.92
	M	4306.82	4436.20	4565.43	4725.27	4885.05
	A	51681.83	53234.40	54785.15	56703.24	58620.54
	H	28.30	29.15	30.00	31.05	32.10
Admin. Officer I	BW	2207.33	2286.91	2366.44	2446.54	2526.65
	M	4798.97	4971.99	5144.89	5319.04	5493.21
	A	57587.66	59663.85	61738.73	63828.48	65918.49
	H	31.53	32.67	33.81	34.95	36.10
Admin. Officer II	BW	2265.61	2353.16	2440.63	2530.09	2619.53
	M	4925.68	5116.02	5306.19	5500.69	5695.14
	A	59108.15	61392.26	63674.29	66008.24	68341.67
	H	32.37	33.62	34.87	36.14	37.42
Admin. Officer III	BW	2526.65	2622.89	2719.15	2815.34	2911.48
	M	5493.21	5702.44	5911.72	6120.85	6329.87
	A	65918.49	68429.33	70940.68	73450.21	75958.43
	H	36.10	37.47	38.85	40.22	41.59
Admin. Officer IV	BW	2697.56	2806.02	2914.44	3023.32	3132.14
	M	5864.78	6100.59	6336.31	6573.02	6809.61
	A	70377.41	73207.06	76035.66	78876.26	81715.30

Wage Rates - Effective April 1, 2022: 25¢/h + 3.24% Increase						
		Step 1	Step 2	Step 3	Step 4	Step 5
Admin. Officer V	H	38.54	40.09	41.63	43.19	44.74
	BW	2998.25	3102.89	3207.51	3306.33	3405.15
	M	6518.52	6746.02	6973.47	7188.32	7403.16
	A	78222.20	80952.18	83681.64	86259.79	88837.93
Technician I	H	42.83	44.33	45.82	47.23	48.65
	BW	2074.86	2161.09	2247.34	2334.73	2422.12
	M	4510.97	4698.44	4885.96	5075.95	5265.95
	A	54131.62	56381.29	58631.50	60911.44	63191.38
Technician II	H	29.64	30.87	32.10	33.35	34.60
	BW	2223.47	2333.69	2443.90	2555.53	2667.22
	M	4834.06	5073.69	5313.30	5556.00	5798.82
	A	58008.74	60884.31	63759.61	66671.95	69585.86
Technician III	H	31.76	33.34	34.91	36.51	38.10
	BW	2422.12	2557.91	2693.76	2831.71	2969.64
	M	5265.95	5561.17	5856.52	6156.44	6456.32
	A	63191.38	66734.04	70278.27	73877.29	77475.79
Systems Analyst I	H	34.60	36.54	38.48	40.45	42.42
	BW	1994.45	2061.97	2129.51	2197.55	2265.61
	M	4336.15	4482.94	4629.78	4777.71	4925.68
	A	52033.78	53795.32	55557.39	57332.51	59108.15
Systems Analyst II	H	28.49	29.46	30.42	31.39	32.37
	BW	2273.01	2355.49	2437.99	2520.52	2603.05
	M	4941.77	5121.09	5300.45	5479.88	5659.31
	A	59301.21	61453.05	63605.42	65758.57	67911.72
Systems Analyst III	H	32.47	33.65	34.83	36.01	37.19
	BW	2527.76	2623.45	2719.15	2815.34	2911.48
	M	5495.62	5703.66	5911.72	6120.85	6329.87
	A	65947.45	68443.94	70940.68	73450.21	75958.43
Systems Analyst IV	H	36.11	37.48	38.85	40.22	41.59
	BW	2792.93	2902.88	3012.87	3122.81	3232.79
	M	6072.13	6311.17	6550.30	6789.32	7028.43
	A	72865.55	75734.07	78603.63	81471.88	84341.18
Systems Analyst V	H	39.90	41.47	43.04	44.61	46.18
	BW	3212.24	3339.09	3465.92	3592.78	3719.61
	M	6983.75	7259.54	7535.28	7811.09	8086.83
	A	83805.05	87114.47	90423.38	93733.06	97041.97
Research Officer I	H	45.89	47.70	49.51	51.33	53.14
	BW	1978.23	2039.29	2100.32	2160.83	2221.35
	M	4300.88	4433.64	4566.32	4697.88	4829.45
	A	51610.61	53203.62	54795.85	56374.51	57953.43
Research Officer II	H	28.26	29.13	30.00	30.87	31.73
	BW	2432.85	2507.53	2582.27	2676.29	2770.30
	M	5289.28	5451.64	5614.13	5818.54	6022.93
	A	63471.32	65419.67	67369.58	69822.49	72275.15
Research Officer III	H	34.76	35.82	36.89	38.23	39.58
	BW	2687.09	2773.21	2859.31	2945.42	3031.53
	M	5842.02	6029.26	6216.45	6403.66	6590.87
	A	70104.26	72351.07	74597.36	76843.90	79090.45
Research Officer IV	H	38.39	39.62	40.85	42.08	43.31
	BW	2721.69	2807.87	2894.00	3000.48	3107.02
	M	5917.25	6104.61	6291.87	6523.37	6754.99
	A	71006.95	73255.32	75502.39	78280.38	81059.93



Wage Rates - Effective April 1, 2022: 25¢/h + 3.24% Increase						
		Step 1	Step 2	Step 3	Step 4	Step 5
Financial Officer I	H	38.88	40.11	41.34	42.86	44.39
	BW	2041.98	2079.27	2116.54	2181.74	2246.92
	M	4439.48	4520.56	4601.59	4743.34	4885.05
	A	53273.80	54246.67	55219.02	56920.04	58620.54
Financial Officer II	H	29.17	29.70	30.24	31.17	32.10
	BW	2207.33	2286.91	2366.44	2446.54	2526.65
	M	4798.97	4971.99	5144.89	5319.04	5493.21
	A	57587.66	59663.85	61738.73	63828.48	65918.49
Financial Officer III	H	31.53	32.67	33.81	34.95	36.10
	BW	2265.61	2353.16	2440.63	2530.09	2619.53
	M	4925.68	5116.02	5306.19	5500.69	5695.14
	A	59108.15	61392.26	63674.29	66008.24	68341.67
Financial Officer IV	H	32.37	33.62	34.87	36.14	37.42
	BW	2526.65	2622.89	2719.15	2815.34	2911.48
	M	5493.21	5702.44	5911.72	6120.85	6329.87
	A	65918.49	68429.33	70940.68	73450.21	75958.43
	H	36.10	37.47	38.85	40.22	41.59

Wage Rates - Effective April 1, 2023: 5.5% + 1.25% COLA Increase						
		Step 1	Step 2	Step 3	Step 4	Step 5
Office Assistant I	BW	1682.58	1731.41	1780.24	1840.52	1900.89
	M	3658.11	3764.27	3870.43	4001.49	4132.74
	A	43897.31	45171.25	46445.19	48017.85	49592.86
	H	24.04	24.73	25.43	26.29	27.16
Office Assistant II	BW	1730.57	1781.04	1831.47	1893.84	1956.18
	M	3762.45	3872.17	3981.81	4117.41	4252.95
	A	45149.34	46466.06	47781.74	49408.93	51035.34
	H	24.72	25.44	26.16	27.05	27.95
Clerk III	BW	1831.47	1885.35	1939.22	2005.80	2072.39
	M	3981.81	4098.95	4216.07	4360.82	4505.60
	A	47781.74	49187.43	50592.86	52329.89	54067.17
	H	26.16	26.93	27.70	28.65	29.61
Clerk IV	BW	1939.22	1996.76	2054.30	2125.39	2196.49
	M	4216.07	4341.17	4466.27	4620.83	4775.41
	A	50592.86	52094.04	53595.22	55449.91	57304.86
	H	27.70	28.53	29.35	30.36	31.38
Clerk V	BW	2054.30	2115.71	2177.11	2253.07	2329.00
	M	4466.27	4599.78	4733.27	4898.42	5063.50
	A	53595.22	55197.36	56799.24	58780.99	60761.95
	H	29.35	30.22	31.10	32.19	33.27
Clerk VI	BW	2114.67	2178.20	2241.65	2320.14	2398.59
	M	4597.52	4735.64	4873.59	5044.23	5214.79
	A	55170.23	56827.68	58483.05	60530.80	62577.50
	H	30.21	31.12	32.02	33.14	34.27
Admin. Officer I	BW	2356.32	2441.28	2526.17	2611.68	2697.20
	M	5122.89	5307.60	5492.16	5678.07	5864.00
	A	61474.71	63691.25	65905.97	68136.87	70368.02
	H	33.66	34.88	36.09	37.31	38.53
Admin. Officer II	BW	2418.54	2512.00	2605.37	2700.87	2796.35
	M	5258.17	5461.36	5664.35	5871.98	6079.56
	A	63097.98	65536.29	67972.24	70463.77	72954.77

Wage Rates - Effective April 1, 2023: 5.5% + 1.25% COLA Increase						
		Step 1	Step 2	Step 3	Step 4	Step 5
Admin. Officer III	H	34.55	35.89	37.22	38.58	39.95
	BW	2697.20	2799.94	2902.69	3005.38	3108.00
	M	5864.00	6087.37	6310.76	6534.02	6757.13
	A	70368.02	73048.43	75729.11	78408.22	81085.50
Admin. Officer IV	H	38.53	40.00	41.47	42.93	44.40
	BW	2879.65	2995.43	3111.16	3227.39	3343.56
	M	6260.67	6512.39	6764.00	7016.69	7269.26
	A	75128.01	78148.63	81167.94	84200.30	87231.09
Admin. Officer V	H	41.14	42.79	44.45	46.11	47.77
	BW	3200.63	3312.34	3424.02	3529.51	3635.00
	M	6958.51	7201.38	7444.19	7673.53	7902.88
	A	83502.15	86416.58	89330.24	92082.39	94834.55
Technician I	H	45.72	47.32	48.91	50.42	51.93
	BW	2214.91	2306.96	2399.04	2492.32	2585.61
	M	4815.45	5015.58	5215.77	5418.57	5621.39
	A	57785.42	60186.94	62589.24	65022.85	67456.72
Technician II	H	31.64	32.96	34.27	35.60	36.94
	BW	2373.55	2491.21	2608.86	2728.03	2847.26
	M	5160.35	5416.16	5671.94	5931.03	6190.25
	A	61924.22	64993.89	68063.29	71172.35	74282.98
Technician III	H	33.91	35.59	37.27	38.97	40.68
	BW	2585.61	2730.57	2875.59	3022.85	3170.09
	M	5621.39	5936.55	6251.84	6572.00	6892.12
	A	67456.72	71238.62	75022.09	78864.00	82705.38
Systems Analyst I	H	36.94	39.01	41.08	43.18	45.29
	BW	2129.08	2201.15	2273.25	2345.88	2418.54
	M	4628.85	4785.54	4942.29	5100.19	5258.17
	A	55546.18	57426.43	59307.47	61202.33	63097.98
Systems Analyst II	H	30.42	31.45	32.48	33.51	34.55
	BW	2426.44	2514.49	2602.55	2690.66	2778.76
	M	5275.34	5466.77	5658.22	5849.78	6041.32
	A	63304.09	65601.25	67898.67	70197.40	72495.86
Systems Analyst III	H	34.66	35.92	37.18	38.44	39.70
	BW	2698.38	2800.53	2902.69	3005.38	3108.00
	M	5866.57	6088.65	6310.76	6534.02	6757.13
	A	70398.81	73063.83	75729.11	78408.22	81085.50
Systems Analyst IV	H	38.55	40.01	41.47	42.93	44.40
	BW	2981.45	3098.82	3216.24	3333.60	3451.00
	M	6481.99	6737.17	6992.45	7247.60	7502.84
	A	77783.90	80846.00	83909.40	86971.24	90034.12
Systems Analyst V	H	42.59	44.27	45.95	47.62	49.30
	BW	3429.07	3564.48	3699.87	3835.29	3970.68
	M	7455.17	7749.56	8043.91	8338.33	8632.68
	A	89461.99	92994.74	96526.97	100059.98	103592.20
Research Officer I	H	48.99	50.92	52.86	54.79	56.72
	BW	2111.76	2176.94	2242.09	2306.69	2371.29
	M	4591.19	4732.90	4874.54	5014.99	5155.44
	A	55094.31	56794.81	58494.53	60179.89	61865.26
Research Officer II	H	30.17	31.10	32.03	32.95	33.88
	BW	2597.07	2676.79	2756.57	2856.94	2957.30
	M	5646.31	5819.63	5993.08	6211.29	6429.49

Wage Rates - Effective April 1, 2023: 5.5% + 1.25% COLA Increase						
		Step 1	Step 2	Step 3	Step 4	Step 5
	A	67755.70	69835.54	71916.94	74535.52	77153.84
	H	37.10	38.24	39.38	40.81	42.25
Research Officer III	BW	2868.47	2960.40	3052.31	3144.24	3236.16
	M	6236.36	6436.23	6636.05	6835.92	7035.76
	A	74836.33	77234.72	79632.59	82030.98	84429.10
	H	40.98	42.29	43.60	44.92	46.23
Research Officer IV	BW	2905.40	2997.40	3089.35	3203.01	3316.74
	M	6316.65	6516.67	6716.58	6963.69	7210.95
	A	75799.81	78200.02	80598.93	83564.24	86531.38
	H	41.51	42.82	44.13	45.76	47.38
Financial Officer I	BW	2179.81	2219.62	2259.41	2329.01	2398.59
	M	4739.14	4825.69	4912.20	5063.52	5214.79
	A	56869.69	57908.30	58946.39	60762.21	62577.50
	H	31.14	31.71	32.28	33.27	34.27
Financial Officer II	BW	2356.32	2441.28	2526.17	2611.68	2697.20
	M	5122.89	5307.60	5492.16	5678.07	5864.00
	A	61474.71	63691.25	65905.97	68136.87	70368.02
	H	33.66	34.88	36.09	37.31	38.53
Financial Officer III	BW	2418.54	2512.00	2605.37	2700.87	2796.35
	M	5258.17	5461.36	5664.35	5871.98	6079.56
	A	63097.98	65536.29	67972.24	70463.77	72954.77
	H	34.55	35.89	37.22	38.58	39.95
Financial Officer IV	BW	2697.20	2799.94	2902.69	3005.38	3108.00
	M	5864.00	6087.37	6310.76	6534.02	6757.13
	A	70368.02	73048.43	75729.11	78408.22	81085.50
	H	38.53	40.00	41.47	42.93	44.40

Wage Rates - Effective April 1, 2024: 2% + 1% COLA Increase						
		Step 1	Step 2	Step 3	Step 4	Step 5
Office Assistant I	BW	1733.06	1783.35	1833.65	1895.74	1957.92
	M	3767.86	3877.19	3986.55	4121.54	4256.73
	A	45214.30	46526.33	47838.62	49458.50	51080.73
	H	24.76	25.48	26.20	27.08	27.97
Office Assistant II	BW	1782.49	1834.47	1886.41	1950.66	2014.87
	M	3875.32	3988.33	4101.26	4240.94	4380.54
	A	46503.89	47860.01	49215.09	50891.33	52566.52
	H	25.46	26.21	26.95	27.87	28.78
Clerk III	BW	1886.41	1941.91	1997.40	2065.97	2134.56
	M	4101.26	4221.92	4342.56	4491.64	4640.76
	A	49215.09	50663.04	52110.74	53899.68	55689.15
	H	26.95	27.74	28.53	29.51	30.49
Clerk IV	BW	1997.40	2056.66	2115.93	2189.15	2262.38
	M	4342.56	4471.40	4600.26	4759.45	4918.66
	A	52110.74	53656.79	55203.10	57113.36	59023.88
	H	28.53	29.38	30.23	31.27	32.32
Clerk V	BW	2115.93	2179.18	2242.42	2320.66	2398.87
	M	4600.26	4737.77	4875.26	5045.36	5215.40
	A	55203.10	56853.25	58503.14	60544.36	62584.80
	H	30.23	31.13	32.03	33.15	34.27
Clerk VI	BW	2178.11	2243.55	2308.90	2389.74	2470.55
	M	4735.44	4877.72	5019.80	5195.55	5371.24

Wage Rates - Effective April 1, 2024: 2% + 1% COLA Increase						
		Step 1	Step 2	Step 3	Step 4	Step 5
	A	56825.33	58532.62	60237.55	62346.61	64454.88
	H	31.12	32.05	32.98	34.14	35.29
Admin. Officer I	BW	2427.01	2514.52	2601.96	2690.03	2778.12
	M	5276.58	5466.84	5656.94	5848.41	6039.93
	A	63318.96	65602.03	67883.28	70180.96	72479.17
	H	34.67	35.92	37.17	38.43	39.69
Admin. Officer II	BW	2491.10	2587.36	2683.53	2781.90	2880.24
	M	5415.92	5625.20	5834.28	6048.15	6261.95
	A	64991.02	67502.37	70011.38	72577.78	75143.40
	H	35.59	36.96	38.34	39.74	41.15
Admin. Officer III	BW	2778.12	2883.94	2989.77	3095.54	3201.24
	M	6039.93	6269.99	6500.08	6730.04	6959.84
	A	72479.17	75239.93	78000.96	80760.43	83518.06
	H	39.69	41.20	42.71	44.22	45.73
Admin. Officer IV	BW	2966.04	3085.29	3204.49	3324.21	3443.87
	M	6448.49	6707.75	6966.91	7227.19	7487.34
	A	77381.86	80493.01	83602.86	86726.26	89848.11
	H	42.37	44.08	45.78	47.49	49.20
Admin. Officer V	BW	3296.65	3411.71	3526.74	3635.40	3744.05
	M	7167.27	7417.42	7667.51	7903.75	8139.97
	A	86007.24	89009.08	92010.13	94844.99	97679.59
	H	47.10	48.74	50.38	51.93	53.49
Technician I	BW	2281.36	2376.17	2471.01	2567.09	2663.18
	M	4959.92	5166.05	5372.24	5581.13	5790.04
	A	59519.05	61992.58	64466.89	66973.54	69480.46
	H	32.59	33.95	35.30	36.67	38.05
Technician II	BW	2444.76	2565.95	2687.13	2809.87	2932.68
	M	5315.17	5578.65	5842.11	6108.96	6375.96
	A	63782.04	66943.80	70105.30	73307.50	76511.53
	H	34.93	36.66	38.39	40.14	41.90
Technician III	BW	2663.18	2812.49	2961.86	3113.54	3265.19
	M	5790.04	6114.66	6439.40	6769.17	7098.87
	A	69480.46	73375.86	77272.81	81230.03	85186.47
	H	38.05	40.18	42.31	44.48	46.65
Systems Analyst I	BW	2192.95	2267.18	2341.45	2416.26	2491.10
	M	4767.71	4929.09	5090.56	5253.21	5415.92
	A	57212.50	59149.11	61086.76	63038.50	64991.02
	H	31.33	32.39	33.45	34.52	35.59
Systems Analyst II	BW	2499.23	2589.92	2680.63	2771.38	2862.12
	M	5433.59	5630.76	5827.98	6025.28	6222.56
	A	65203.13	67569.16	69935.72	72303.32	74670.67
	H	35.70	37.00	38.29	39.59	40.89
Systems Analyst III	BW	2779.33	2884.55	2989.77	3095.54	3201.24
	M	6042.56	6271.32	6500.08	6730.04	6959.84
	A	72510.73	75255.85	78000.96	80760.43	83518.06
	H	39.70	41.21	42.71	44.22	45.73
Systems Analyst IV	BW	3070.89	3191.78	3312.73	3433.61	3554.53
	M	6676.44	6939.27	7202.23	7465.04	7727.93
	A	80117.33	83271.26	86426.76	89580.43	92735.15
	H	43.87	45.60	47.32	49.05	50.78
Systems Analyst V	BW	3531.94	3671.41	3810.87	3950.35	4089.80

Wage Rates - Effective April 1, 2024: 2% + 1% COLA Increase						
		Step 1	Step 2	Step 3	Step 4	Step 5
	M	7678.82	7982.04	8285.24	8588.48	8891.66
	A	92145.79	95784.46	99422.88	103061.81	106699.96
	H	50.46	52.45	54.44	56.43	58.43
Research Officer I	BW	2175.11	2242.25	2309.35	2375.89	2442.43
	M	4728.92	4874.89	5020.77	5165.44	5310.10
	A	56747.07	58498.70	60249.29	61985.27	63721.25
	H	31.07	32.03	32.99	33.94	34.89
Research Officer II	BW	2674.98	2757.09	2839.27	2942.65	3046.02
	M	5815.69	5994.21	6172.88	6397.64	6622.37
	A	69788.32	71930.51	74074.53	76771.64	79468.49
	H	38.21	39.39	40.56	42.04	43.51
Research Officer III	BW	2954.52	3049.21	3143.88	3238.57	3333.24
	M	6423.44	6629.31	6835.13	7041.00	7246.82
	A	77081.32	79551.71	82021.58	84491.98	86961.85
	H	42.21	43.56	44.91	46.27	47.62
Research Officer IV	BW	2992.56	3087.32	3182.03	3299.10	3416.24
	M	6506.15	6712.16	6918.07	7172.60	7427.27
	A	78073.75	80545.97	83016.89	86071.16	89127.26
	H	42.75	44.10	45.46	47.13	48.80
Financial Officer I	BW	2245.20	2286.21	2327.19	2398.88	2470.55
	M	4881.31	4970.47	5059.56	5215.42	5371.24
	A	58575.66	59645.59	60714.72	62585.07	64454.88
	H	32.07	32.66	33.25	34.27	35.29
Financial Officer II	BW	2427.01	2514.52	2601.96	2690.03	2778.12
	M	5276.58	5466.84	5656.94	5848.41	6039.93
	A	63318.96	65602.03	67883.28	70180.96	72479.17
	H	34.67	35.92	37.17	38.43	39.69
Financial Officer III	BW	2491.10	2587.36	2683.53	2781.90	2880.24
	M	5415.92	5625.20	5834.28	6048.15	6261.95
	A	64991.02	67502.37	70011.38	72577.78	75143.40
	H	35.59	36.96	38.34	39.74	41.15
Financial Officer IV	BW	2778.12	2883.94	2989.77	3095.54	3201.24
	M	6039.93	6269.99	6500.08	6730.04	6959.84
	A	72479.17	75239.93	78000.96	80760.43	83518.06
	H	39.69	41.20	42.71	44.22	45.73
Note: 1. Annual: Biweekly x 26.0892857 2. Monthly: Annual/12 3. Hourly: Biweekly/70						

Community Nurses Component					
Wage Rates - Effective April 10, 2022: (25¢/hr + 3.24% GWI)					
	Step	Annual	Monthly	Biweekly	Hourly
Nurse 7	2	76,739.59	6,394.97	2,941.42	42.0203
	3	79,409.05	6,617.42	3,043.74	43.4820
	4	82,172.16	6,847.68	3,149.65	44.9950
	5	85,031.55	7,085.96	3,259.25	46.5607
	6	87,990.86	7,332.57	3,372.68	48.1811
	7	91,054.27	7,587.86	3,490.10	49.8586
	8	94,224.38	7,852.03	3,611.61	51.5944
	9	97,191.77	8,099.31	3,725.35	53.2193
	10	100,577.12	8,381.43	3,855.11	55.0730
Note: 1 Annual: Biweekly x 26.0892857					

Community Nurses Component Wage Rates - Effective April 10, 2022: (25¢/hr + 3.24% GWI)					
	Step	Annual	Monthly	Biweekly	Hourly
2. Monthly: Annual/12					
3. Hourly: Biweekly/70					

Community Nurses Component Wage Rates - Effective April 9, 2023: (1.25% COLA + 5.5% GWI)					
	Step	Annual	Monthly	Biweekly	Hourly
Nurse 7	2	81,919.62	6,826.64	3,139.97	44.8567
	3	84,769.09	7,064.09	3,249.19	46.4170
	4	87,718.75	7,309.90	3,362.25	48.0321
	5	90,771.20	7,564.27	3,479.25	49.7036
	6	93,930.35	7,827.53	3,600.34	51.4334
	7	97,200.38	8,100.03	3,725.68	53.2240
	8	100,584.43	8,382.04	3,855.39	55.0770
	9	103,752.19	8,646.02	3,976.81	56.8116
	10	107,366.08	8,947.17	4,115.33	58.7904
Note: 1 Annual: Biweekly x 26.0892857					
2. Monthly: Annual/12					
3. Hourly: Biweekly/70					

Community Nurses Component Wage Rates - Effective April 7, 2024: (1% COLA + 2% GWI)					
	Step	Annual	Monthly	Biweekly	Hourly
Nurse 7	2	84,377.23	6,826.64	3,234.17	46.2024
	3	87,312.28	7,276.02	3,346.67	47.8096
	4	90,350.38	7,529.20	3,463.12	49.4731
	5	93,494.40	7,791.20	3,583.63	51.1947
	6	96,748.26	8,062.36	3,708.35	52.9764
	7	100,116.38	8,343.03	3,837.45	54.8207
	8	103,601.91	8,633.49	3,971.05	56.7293
	9	106,864.64	8,905.39	4,096.11	58.5159
	10	110,587.06	9,215.59	4,238.79	60.5541
	11	113,351.74	9,445.98	4,344.76	62.0680
	12	117,319.05	9,776.59	4,496.83	64.2404
Note: 1 Annual: Biweekly x 26.0892857					
2. Monthly: Annual/12					
3. Hourly: Biweekly/70					

### APPENDIX C List of Arbitrators

The Parties agree to use the following list of arbitrators on a rotating basis. The list of arbitrators, listed in alphabetical order, shall be:

- Corrin Bell
- Mark Brown
- John Hall
- Ken Saunders

## APPENDIX D

### 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 judgments will require special releases.

### MEMORANDUM OF AGREEMENT #1

#### Nurses' Salary

Salaries for nurses will be the same as those negotiated for comparable nurses covered by the collective agreement between the BC Public Service Agency and the BC Nurses' Union for the life of this collective agreement.

### MEMORANDUM OF AGREEMENT #2

#### Public Sector Wage Increases

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, 2021 and the first three years of the collective agreement under the Shared Recovery Mandate includes cumulative nominal (not compounded) general wage increases (GWIs) and Cost of Living Adjustments (COLAs) that, in accordance with how GWIs are defined and calculated in this MOA, are paid out and exceed the sum of the GWIs and COLAs that are paid out in this collective agreement, the total GWIs and COLAs paid out will be adjusted on the third anniversary of the collective agreement so that the cumulative nominal (not compounded) GWIs and COLAs are equivalent. This memorandum of agreement is not triggered by any wage increase or lump sum awarded as a result of binding interest arbitration.
2. For the purposes of calculating the general wage increases in paragraph 1:
  - a) a \$0.25 per hour flat-rate wage increase for employees with their hourly wage rates set out in the collective agreement; or
  - b) any alternative flat-rate wage increase for employees whose hourly wage rates are not set out in the collective agreement that is determined by the Public Sector Employers' Council Secretariat to be roughly equivalent to a \$0.25 per hour flat-rate wage increase;

shall be considered to be a 0.5% general wage increase, notwithstanding what it actually represents for the average bargaining unit member covered by the collective agreement. For clarity, under paragraph 2 a), the combined GWIs of \$0.25 per hour and 3.24% in Year 1 are considered to be a single increase of 3.74% for this MOA. For example purposes only, combining the 3.74% increase (as it is considered in this MOA) in Year 1 with the maximum potential combined GWI and COLA increases of 6.75% in Year 2 and 3% in Year 3 would result in a cumulative nominal increases of 13.49% over three years.

3. For certainty, a general wage increase is one that applies to all members of a bargaining unit (e.g. everyone receives an additional \$0.25 per hour, \$400 per year, or 1% increase) and does not include wage comparability adjustments, lower wage redress adjustments, labour market adjustments, flexibility allocations, classification system changes, or any compensation increases that are funded by equivalent collective agreement savings or grievance resolutions that are agreed to in bargaining.
4. A general wage increase and its magnitude in any agreement is as confirmed by the Public Sector Employers' Council Secretariat.
5. This memorandum of agreement will be effective during the term of this collective agreement.

### **MEMORANDUM OF AGREEMENT #3**

#### **Benefits Plan Review**

The purpose of this memorandum is to address the benefits plan currently in place for Administrative/Clerical Division employees.

The parties agree to explore options within the benefits plan with the current providers that maintains flexible options for employees and their families which includes:

- (a) improvements to paramedical services; and
- (b) inclusion of gender-affirming care; and
- (c) improvements to long-term disability benefits, subject to the minimum of 70% of the first \$2,300 of monthly earnings and 50% of the monthly earnings above \$2,300. Earnings shall mean basic monthly earnings as at the date of disability as determined by the Employer; and
- (d) inclusion of an LTD Claims Review Committee appeal process.

A Joint Committee will be established with an equal number of BCGEU representatives and BC Housing benefits representatives. There will be five BCGEU representatives, comprised of two employee representatives from the Administrative/Clerical Division; two employee representatives from the Maintenance/Service Division; and one BCGEU Staff Representative. Each party will have unilateral authority to decide whether their representation for any given meeting is sufficient. Leave for employee representatives from their workplace will be granted with pay. The Joint Committee will begin its work not later than 30 days after ratification.

The Union and the Employer will have equal votes on the committee. Should consensus on recommendations not be reached by the committee, the current benefits plan will remain in effect.

To enable any changes to paramedical services to be reflected in the 2025 Flex Benefits Re-Enrollment options for employees, the Joint Committee will prioritize reviewing and making recommendations



respecting improvements to paramedical services to the Bargaining Principals by October 21, 2024. The Joint Committee will conduct a further review of the benefits plan, considering (a) through (d) above and make recommendations to the Bargaining Principals by August 1, 2025.

Current benefits will remain in place pending any improvements to the benefits.

Changes agreed to by the Bargaining Principals will be cost neutral to the fiscal bargaining mandate.

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

#### **MEMORANDUM OF AGREEMENT #4**

##### **Workload Review**

Effective workload management is present when assigned tasks and responsibilities can be accomplished successfully within the time available. Creating an environment of balanced workloads is important to the Union and Employer and both parties recognize the importance of open discussions regarding workload, and it is important that:

- (a) all employees are aware of their job expectations, duties and responsibilities and that procedures are in place to assist with meeting work assignments and the amount of work employees are expected to do is reasonable for their positions; and
- (b) employees need to have the equipment and resources required to do their jobs well; and
- (c) employees are encouraged to regularly discuss the manageability of their workloads with their direct supervisor; and
- (d) work is free from unnecessary interruptions and disruptions and/or employees have the ability to schedule or request time to focus on priority or time sensitive tasks; and
- (e) employees understand their scope of authority when prioritizing tasks and understand their responsibilities to communicate decisions made when facing multiple demands.

Fluctuations in workload are normal and acceptable. Workload fluctuations may be impacted by numerous factors, including seasonality, surge periods, staff shortages (e.g. vacation, leaves, recruitment), increased demands, process improvements and efficiencies, or shifting priorities. The Employer will make every reasonable effort to ensure that workloads are evenly distributed. Workload fluctuations remain subject to effective workload management.

The Labour Management Committee will ensure that workloads are a standing agenda item on their quarterly meetings and, as required, will make recommendations regarding best practices related to workload management as outlined in the National CSA Standard for Psychological Health and Safety in the Workplace (CAN/CSA-Z1003-13/BNQ 9700-803/2013). The Labour Management Committee will make recommendations based on lessons learned and best practices to inform improvements to this Workload Review process.

##### **Workload Review Process**

The following process shall be used when an employee or group of employees have concerns that their workloads are excessive, and they are unable to meet work requirements or expectations. Excessive workloads are defined as employee(s) being unable to meet expectations or deadlines within the time

available for a period of at least 21 days. The time limits in the process may be adjusted by mutual agreement of the employee(s) and the Employer representative responsible.

The workload review process is not:

- Intended to supersede or replace regular discussions between employees and their supervisors regarding the ongoing reassessment of workload, priorities, and deadlines.
- Intended to prevent the Employer from addressing performance management issues.
- Intended to address issues related to a workplace accommodation.
- Subject to the grievance or arbitration procedures of Article 20 - Resolution of Grievances and Article 21 - Arbitration.

**Stage 1:**

Where employee(s) are concerned about excessive workloads, they shall request a meeting with their supervisor for a Workload Review. The supervisor will meet with the employee(s) to gather additional information and discuss concerns. The employee(s) are responsible for providing information relevant to their workload concerns including impact and are encouraged to propose potential solutions.

The supervisor will provide direction on how to prioritize and complete assigned duties and will work with the employee(s) to develop a plan to address the workload concerns. The parties will look for ways to improve processes and create efficiencies; will assess resources available, or required, to respond to workload concerns; and will identify factors within their control that impact the employee(s)' ability to meet workload expectations. The supervisor will provide a written summary of the plan, including actions to be taken, decisions made, and timelines, if applicable, within 14 days of the meeting.

The employee(s) and the supervisor will meet on a regular basis to review outcomes and to adjust the action plan, as required.

**Stage 2:**

If the employee(s)' workload concerns remain unresolved, the employee(s) may submit a request in writing to the next level supervisor for a Stage 2 Workload Review. The request must provide reasons and details of the work demands which give rise to their continuing concerns that they are unable to meet expectations or deadlines. These details shall include identification of any specific Employer Policy and/or Procedures or directives which the employee(s) believe they are unable to fulfill.

The next level supervisor will review and investigate the employee(s)' request, the plan and actions undertaken in Stage 1 and will provide written direction to the employee(s) and their supervisor within 14 days as to how to proceed and timelines for implementation.

Responsibility for any consequences of complying with this direction will not rest with the employee.

**Stage 3:**

If the employee(s)' workload concerns continue to remain unresolved after implementing the direction provided in Stage 2, they may submit a request in writing to the Joint Chairs of the Labour Management Committee as established under Clause 5.6 - Labour Management Committee and a copy to the Vice President of the employee's branch for a Stage 3 Workload Review. The written request must include the original employee(s)' submission and the written direction provided by the supervisor at Stage 2.

The Labour Management Committee shall meet to review the submission, investigate, and gather information as required. They will make every reasonable effort to reach a consensus recommendation for resolution utilizing, but not limited to, the best practices related to workload management as outlined in the National CSA Standard for Psychological Health and Safety in the Workplace (CAN/CSA- Z1003-13/BNQ 9700-803/2013), Section A(4)(9).

If the committee is unable to reach a consensus recommendation for resolution on all items, each party of the Committee will make separate recommendations on any items where consensus was not reached. The Labour Management Committee will provide their written recommendations to the Vice President of the impacted branch within 30 days.

The Vice President of the branch, or their designate within the same branch, after considering all recommendations, shall make a final decision regarding the workload concerns. The decision, rationale, and any actions to be taken, will be provided in writing to the employee(s), supervisors, and the Labour Management Committee within 14 days of receipt of the recommendations.

#### **MEMORANDUM OF AGREEMENT #5** **Cost of Living Adjustments (COLA)**

The parties agree that in determining the level of any Cost of Living Adjustments (COLAs) that will be paid out starting on the first pay period after April 1, 2023 and April 1, 2024, respectively, the "*annualized average of BC CPI over twelve months*" in Clause 11.1 - Salary Rates of the collective agreement means the *Latest 12-month Average (Index) % Change* reported by BC Stats in March for British Columbia for the twelve months starting at the beginning of March the preceding year and concluding at the end of the following February. The percentage change reported by BC Stats that will form the basis for determining any COLA increase is calculated to one decimal point. The *Latest 12-month Average Index*, as defined by BC Stats, is a 12-month moving average of the BC consumer price indexes of the most recent 12 months. This figure is calculated by averaging index levels over the applicable 12 months.

The *Latest 12-month Average % Change* is reported publicly by BC Stats in the monthly BC Stats *Consumer Price Index Highlights* report. The BC Stats *Consumer Price Index Highlights* report released in mid-March will contain the applicable figure for the 12-months concluding at the end of February.

For reference purposes only, the annualized average of BC CPI over twelve months from March 1, 2021 to February 28, 2022 was 3.4%.

#### **MEMORADNUM OF AGREEMENT #6** **Worksite Visits/Union Meeting**

The Employer recognizes the Union's wish to have an opportunity to meet with members.

During the term of this agreement, the Employer agrees to consider requests for access to BC Housing work centres for:

1. *Worksite Visits*

- (a) Access will be provided to the local chairpersons, component Vice-Presidents, and members of the Provincial Executive to provide general information regarding the Union.

**2. Union Meetings**

(a) Access will be provided to union staff representatives or elected or appointed Administrative/Clerical Division representatives.

In order to facilitate the above, the parties agree to the following:

1. Requests for access must be made 30 days in advance to the Vice President of Human Resources or designate and include a description of the purpose of the visits.
2. Activities during visits must not interfere with the operations of the Employer.
3. Activities/discussions will not include any aspect of negotiations with the Employer, grievances or any issues that would be more appropriately addressed through another avenue of the collective agreement.
4. All sessions will be offered during breaks or before/after the earliest start/finish time of the daily shifts.
5. Should access be granted, the Employer will determine and arrange for meeting locations accessible to members during the scheduled meeting time.
6. Such access will not be unreasonably denied.

**MEMORANDUM OF AGREEMENT #7**  
**Retroactive Entitlements**

The Employer will provide retroactive pay to employees whose employment ended between April 1, 2022, and the date of ratification for the period of their active employment.

The Employer will provide employees who retired between April 1, 2022, and the date of ratification the option to have retroactive salary paid after retirement treated as pensionable earnings as per Public Service Pension Plan Rules.

This memorandum of agreement will expire at the end of this agreement.

**MEMORANDUM OF AGREEMENT #8**  
**Telework**

The Employer and the Union recognize that flexible work arrangements can be advantageous to both the Employer and employees. It supports collaborative and participative processes that encourage flexibility, innovation, work/life balance and the enhancement of productivity and organizational success.

Telework is a flexible working arrangement where the employee works away from their official workplace for any portion of their regular workweek. Either the employee or the Employer may initiate a telework arrangement. Telework arrangements usually involve employees working at their homes, or an alternate BC Housing office, but the employee's headquarters or geographic location continues to be the employee's Work Centre, regardless of where they may work on a particular day.

Telework is not appropriate for all positions or for all employees. They are neither an obligation nor a right. Participation in telework is voluntary and is not a condition of employment.

Employees who have successfully passed their probationary period under Clause 7.7 - Probationary Period and Trial Period may request approval for telework.

The employee's immediate supervisor has the authority to review and approve or decline the teleworking arrangement. If approved, the supervisor will need to ensure that the employee enters into a teleworking agreement. If the request is not approved as proposed, the supervisor will provide reasons in writing.

A telework agreement is not a permanent schedule and can be revised or revoked by either the employee or the Employer with one month's notice. The Employer may revise or revoke a telework agreement for department or organizational needs and/or performance concerns. The Employer may, at its discretion, revoke with less than one month's notice, taking into account employee performance, existing space in the office, hazards to the employee, or safety considerations.

### **MEMORANDUM OF AGREEMENT #9 Job Evaluation Plan Implementation**

#### **1. Objectives**

The parties recognize the importance of ensuring that employees are paid fairly for the work they do. There is a need to ensure a mutually agreed upon job evaluation plan and process is in place.

The parties agree that a job evaluation plan includes the point factor weights, point factor ratings of all jobs, point factor rating of benchmark jobs, how the point factor rating for each job corresponds to pay bands, the pay scales for all pay bands, a classification and process manual for administering the plan and an appeal process.

The parties agree that the BC Housing Job Evaluation Plan (BCHJEP) will be developed and implemented through a review and comparison of other plans which may include but not limited to the BC Public Service Job Evaluation Plan (PSJEP).

The parties agree to allocate available funds to support the implementation of a new job evaluation plan to address priority issues, and additionally, to make recommendations to Government in advance of the next round of collective bargaining to address further issues.

To support the development of the new BCHJEP and allocation of funding, the parties will:

- (a) Appoint Stuart Knittelfelder Compensation Consulting (SKCC) to undertake a classification review of benchmark positions by November 15, 2024
- (b) Use the information provided by SKCC to make a joint recommendation to Government by December 3, 2024 on funding required for the parties to address further salary adjustments during negotiations of the renewal of this collective agreement.
- (c) Jointly develop and implement through the Joint Committee in (2) below a BCHJEP including a classification and process manual.

## 2. Joint Job Evaluation Committee

A Joint Job Evaluation Committee ("*the Joint Committee*") will be established as soon as possible, and not later than 30 days after ratification of the collective agreement consisting of six people, with an equal number of Union and Employer representatives. The parties will endeavour to appoint representatives to the Joint Committee who have the expertise and experience relevant to the work. The Employer and the Union will have an equal vote on the Joint Committee. The President of the Union or their designate will appoint the Union representatives to the Joint Committee.

The Joint Committee will:

- (a) establish a reoccurring meeting schedule.
- (b) be provided with training on all aspects of the PSJEP and other point factor job evaluation methods within 45 days of ratification.
- (c) Support SKCC to complete the review as outlined in Part 3 by:
  - (1) establishing the benchmark position(s) at each classification level for review.
  - (2) being available to provide support and information to SKCC as required.
- (d) Prepare a joint recommendation to Government by December 3, 2024 on funding required for the parties to address further salary adjustments based on SKCC's review during negotiations of the renewal of this collective agreement.
- (e) Provide input and recommendations to assist with the development and adoption of a BC Housing Job Evaluation Plan (BCHJEP) including the following principles and guidelines:
  - (1) Easy to apply and administer
  - (2) Explainable in non-technical terms
  - (3) Fair and equitable
  - (4) Logical and functional
  - (5) Reflective of the organization of the workplace
  - (6) Gender neutrality
  - (7) Inclusion of a post-implementation process for employees to have their classification reviewed
  - (8) Subject to PSEC Secretariat approval
- (f) Approve all documentation for the BCHJEP including the classification and process manual that specifies the process and method for job evaluation and set an implementation date.
- (g) Participate in rater acceptance testing by evaluating positions through the BCHJEP to ensure that results are calibrated.
- (h) Provide education and awareness for employees on the BCHJEP including the classification and process manual;

- (i) Prepare a plan for positions that need to be reviewed by the Employer using the BCHJEP, in order of priority.

### **3. Review of Benchmark Positions, Classifications, and Salary Ranges**

The parties will appoint Stuart Knittelfelder Compensation Consulting (SKCC) as soon as possible after ratification to undertake a classification review of benchmark positions compared to the BC Public Service using PSJEP. The costs and fees associated with SKCC will be shared equally by the parties.

SKCC will be tasked with completing the review no later than November 15, 2024 to inform recommendations to Government outlined in Part 4 below.

The parties agree that the results of the review by SKCC are final and binding regarding the classification of positions under the PSJEP and the applicable salary ranges. Therefore, unless there are material changes to a job description or duties, these classifications cannot be appealed by the incumbents until 6 months after BCHJEP is implemented.

Following the receipt of SKCC's report and the implementation of the BCHJEP, the plan recommended by the Joint Committee for review of the remaining positions not included in the benchmark sample will be implemented.

### **4. Salary Review and Adjustments**

The parties agree to allocate \$475,000 ("*the Fund*") effective April 1, 2024, to address priority issues during the term of the collective agreement. The Fund will be used to provide any salary adjustments resulting from the position review to address classification(s) with the greatest wage discrepancies first (as per SKCC). Wage adjustments be applied after all general wage increases and cost of living adjustments (COLA) have been applied. The Fund shall be used to cover the impacts on both wages and wage-impacted benefits and the cumulative annual impact of these changes must not exceed this amount.

The parties commit to making joint recommendations to Government by December 3, 2024 on options and any funding required for the parties to address further salary adjustments during negotiations of the renewal of this collective agreement.

### **5. Administrative Provisions**

- (a) Either party may refer disputed matters arising from the development or implementation of the BCHJEP through 21.2(a) - Selection of Arbitrator or the Board of Arbitration for a final and binding resolution. Once an arbitrator or a Board of Arbitration is selected, that arbitrator or Board will thereafter receive all subsequent dispute referrals until the BCHJEP is implemented.
- (b) Upon implementation of the BCHJEP as agreed to by the Joint Committee, Clause 8.2 - Classification and Salary Determination will no longer be in effect.
- (c) In the event of a dispute between the collective agreement and the BCHJEP, the collective agreement will prevail.
- (d) Any adjustments to classification and salaries as a result of this process will be subject to Article 11 - Salary and Allowances.

**MEMORANDUM OF AGREEMENT #10**  
**Retention Recognition Initiative**

The parties recognize the important work employees perform in delivering services to support the citizens of British Columbia and to address challenges during the current housing crisis. The Employer also acknowledges the impact on employees of working through the pandemic and adjusting to the changes to service delivery.

The parties also recognize how important it is that we all take time to recharge. With this in mind, and to recognize the efforts of our employees in protecting and maintaining the services that people depend on, as part of the shared recovery mandate, the Employer will provide a one-time vacation credit as outlined below.

**Eligibility and Entitlements**

For the purposes of this memorandum, employees hired on or after the date of ratification or whose employment ended before the date of ratification are not eligible for the credit.

Eligible employees will receive the following one-time vacation credit to their bank:

Employment Status	Vacation Credit
Regular Full-Time	35 hours
Regular Part-Time	21 hours
Short Term	14 hours

1. This vacation credit will be added to employee's leave bank no later than 45 days after ratification.
2. Scheduling time off with this vacation credit is subject to Clause 14.2 - Vacation Scheduling.
3. The vacation credit will expire 12 months after ratification. Any unused vacation credit at expiry will automatically be paid out at the rate it was accrued.
4. Employees will have up to 30 days after the vacation credit is added to their leave bank to request an early payout of this vacation credit in full. The credit will be paid out on the next pay cycle following after the 30 days deadline.
5. For short-term employees, items #1-4 above are not applicable. Short-term employees receive pay in lieu of vacation; therefore, this vacation credit will be paid out no later than 45 days after ratification.