

COLLECTIVE AGREEMENT

between the

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

and the

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

Effective from April 30, 1999 to September 30, 2004

TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE..... 3

1.01 Purpose of Agreement 3

1.02 Application of This Agreement..... 4

1.03 No Other Agreement 4

1.04 Effective Date of Agreement..... 4

1.05 Duration of Agreement..... 4

1.06 Copies of Agreement 4

1.07 Terms Used in Agreement..... 4

1.08 Future Legislation Affecting Agreement 4

1.09 No Interruption of Work During Agreement..... 5

ARTICLE 2 - MANAGEMENT RECOGNITION AND RIGHTS..... 5

2.01 General Provisions..... 5

2.02 Specific Provisions 5

ARTICLE 3 - UNION RECOGNITION AND RIGHTS 5

3.01 Bargaining Agent Recognition..... 5

3.02 Bargaining Unit Composition 5

3.03 Recognition and Rights of Stewards 6

3.04 Time Off for Union Business 6

3.05 Right to Refuse to Cross Picket Lines..... 6

3.06 Union Insignia..... 7

3.07 Right to Have Steward Present..... 7

3.08 No Discrimination for Union Activity 7

ARTICLE 4 - UNION SECURITY 7

4.01 Union Membership 7

4.02 Check-off of Union Dues and Assessments..... 7

ARTICLE 5 - COMMISSION-UNION RELATIONS 8

5.01 Union and Commission Representation..... 8

5.02 Union Representatives..... 8

5.03 Correspondence 8

5.04 Bulletin Boards 9

5.05 Emergency Services..... 9

ARTICLE 6 - UNASSIGNED 9

ARTICLE 7 - EMPLOYMENT POLICY..... 9

7.01 Vacancy Postings..... 9

7.02 Appointments..... 9

7.03 Interview Expense 9

7.04 Job Selection Disputes..... 10

7.05 Union Observer..... 10

7.06 The Commission and Union to Acquaint New Employees..... 10

7.07 Probationary Period 10

7.08 Performance Evaluation 11

7.09 Upgrading Qualifications 11

7.10 Assembly Point..... 11

7.11 Employee Parking..... 12

7.12 Employment Related Legal Action..... 12

7.13 Transfers Without Postings 12

7.14 Relocation 12

7.15 Special Employment..... 12

7.16	Uniforms or Special Clothing.....	13
7.17	Non-related Duties.....	13
ARTICLE 8 - CLASSIFICATIONS		13
8.01	Maintenance Worker I.....	13
8.02	Maintenance Worker II (Chargehand).....	13
8.03	Maintenance Foreman.....	14
8.04	Groundskeeper I.....	14
8.05	Groundskeeper II.....	14
8.06	Groundskeeper III (Chargehand).....	14
8.07	Grounds Foreman.....	15
8.08	Labourer.....	15
8.09	Mechanic.....	15
8.10	Building Manager I (Resident.....	15
8.11	Building Manager II (Resident).....	17
8.12	Building Manager III (Resident).....	17
8.13	Building Manager I (Non Resident).....	17
8.14	Janitor.....	18
8.15	Locksmith.....	18
8.16	Classification and Salary Determination.....	18
8.17	Classification Appeal.....	18
ARTICLE 9 - SENIORITY		19
9.01	Seniority List.....	19
9.02	Loss of Seniority.....	19
9.03	Re-employment.....	20
9.04	Bridging of Service.....	20
ARTICLE 10 - HOURS OF WORK AND WORK SCHEDULES.....		20
10.01	Annual Hours of Work.....	20
10.02	Work Schedules.....	21
10.03	Rest Periods.....	22
10.04	Meal Periods.....	22
10.05	Shift Work.....	22
10.06	Notice of Shift Schedules.....	23
10.07	Time Sheet Records.....	23
10.08	Changes to Shift Pattern.....	23
10.09	No Guarantee of Number of Hours Worked.....	23
ARTICLE 11 - SALARIES AND ALLOWANCES.....		23
11.01	Salary Rates.....	23
11.02	Wage Payment.....	24
11.03	Wage Payment on Termination.....	25
11.04	Vehicle Allowance.....	25
11.05	Work at a Higher Wage Rate.....	25
11.06	Isolation Allowance.....	25
11.07	Meal and Transportation Allowances.....	25
11.08	Telephone Allowance.....	26
11.09	Travel Advance.....	26
11.10	Retirement Allowance.....	26
11.11	Transportation for Employees.....	26
11.12	Payment to Dependants on Death.....	26
11.13	Private Vehicle Damage.....	26
11.14	Maternity Leave Allowance.....	26
11.15	Parental Leave Allowance.....	27

11.16	Benefit Waiting Period Allowance	27
11.17	Maternity and/or Parental and/or Pre-Adoption Leave Allowance Repayment	27
11.18	Benefits Upon Layoff	27
ARTICLE 12	- OVERTIME	27
12.01	Authorization and Application of Overtime	27
12.02	Overtime Entitlement.....	28
12.03	Overtime Compensation.....	28
12.04	Right to Refuse Overtime.....	28
12.05	Recording of Overtime	28
12.06	No Layoff to Compensate for Overtime	28
12.07	Overtime for Part-time Employees	28
12.08	Rest Interval After Overtime	29
12.09	Overtime for Callout - Maintenance Staff	29
12.10	Overtime Meal Allowance	30
12.11	Travel Time.....	30
ARTICLE 13	- GENERAL HOLIDAYS.....	30
13.01	Paid Holidays	30
13.02	Holidays Falling on Saturday or Sunday	31
13.03	Holiday Falling on a Day of Rest.....	31
13.04	Holiday Falling on a Scheduled Work Day	31
13.05	Holiday Coinciding with a Day of Vacation.....	31
13.06	Christmas or New Year's Day Off.....	31
13.07	Eligibility	31
13.08	Municipal Holiday	31
13.09	Regular Part-time Employees.....	32
ARTICLE 14	- ANNUAL VACATIONS.....	32
14.01	Vacation	32
14.02	Vacation Scheduling.....	33
14.03	Salary Payment	33
14.04	Leave During Vacation.....	34
14.05	Vacation Carryover.....	34
14.06	Call Back from Vacation	34
14.07	Vacation Leave on Retirement	34
14.08	War Service.....	34
ARTICLE 15	- LEAVES OF ABSENCE.....	35
15.01	Special Leaves	35
15.02	Leave for Medical and Dental Care	35
15.03	Family Illness Leave.....	36
15.04	Maximum Leave Entitlement.....	36
15.05	Bereavement Leave	36
15.06	Leave for Court Appearances.....	36
15.07	Educational and Training Leaves	37
15.08	Leave for Writing Examinations	37
15.09	Emergency Service Leave	37
15.10	Canadian Armed Forces Leave	37
15.11	Maternity, Pre-Adoption and Parental Leave	38
15.12	Full-time Union or Public Duty Leave.....	40
15.13	General Leave	40
15.14	Pre-retirement Leave	40
15.15	Elections.....	41

ARTICLE 16 - HEALTH AND WELFARE BENEFITS	41
16.01 Basic Medical Insurance.....	41
16.02 Extended Health Care Plan.....	41
16.03 Dental Plan.....	41
16.04 Group Life Insurance.....	41
16.05 Employment Insurance.....	42
16.06 Medical Examination.....	42
16.07 Health and Welfare Plan Documents	42
16.08 Legislative Changes.....	42
16.09 Health and Welfare Benefits	42
16.10 Report Inability to Work.....	42
ARTICLE 17 - SHORT-TERM ILLNESS AND INJURY PLAN AND LONG-TERM DISABILITY PLAN.....	43
ARTICLE 18 - LAYOFF AND RECALL	43
18.01 Layoff and Recall Procedure	43
18.02 Advance Notice.....	44
ARTICLE 19 - SUSPENSION AND DISMISSAL.....	44
19.01 Suspension	44
19.02 Dismissal.....	44
19.03 Dismissal for Abandonment of Position	45
19.04 Burden of Proof	45
19.05 Investigator.....	45
ARTICLE 20 - RESOLUTION OF GRIEVANCES.....	45
20.01 Grievance Recognition	45
20.02 Grievance Procedure.....	45
20.03 Failure to Act	46
20.04 Amending Time Limits	46
20.05 Deviation from Grievance Procedure.....	46
20.06 Technical Objections to Grievances.....	46
20.07 Policy Grievance.....	46
20.08 Right to Grieve Other Disciplinary Action	47
20.09 Suspension or Dismissal Grievances	47
20.10 Personnel File Access.....	47
ARTICLE 21 - ARBITRATION.....	47
21.01 Notification	47
21.02 Composition of the Board of Arbitration.....	47
21.03 Failure to Appoint.....	48
21.04 Board Procedure	48
21.05 Decision of Board	48
21.06 Disagreement on Decision.....	48
21.07 Expenses of Arbitration Board.....	48
21.08 Amending Time Limits	48
ARTICLE 22 - OCCUPATIONAL HEALTH AND ACCIDENT PREVENTION	48
22.01 Statutory Compliance	48
22.02 Safety Committees.....	48
22.03 Unsafe Working Conditions.....	49
22.04 Injury Pay Provision	49
22.05 Transportation of Accident Victims.....	49
22.06 Investigation of Accidents.....	49
22.07 Clearance from Doctor to Resume Work.....	49

22.08	Safety Footwear	49
22.09	Deputy Fire Safety Director	49
22.10	Building Manager Special Training	49
ARTICLE 23 - TECHNOLOGICAL CHANGE.....		50
23.01	Article Purpose.....	50
23.02	Advance Notice.....	50
23.03	Retraining, Transfer or Early Retirement.....	50
23.04	Termination or Layoff and Recall	50
23.05	Severance Pay Eligibility.....	50
23.06	Payment of Severance Pay	51
23.07	Rehire	51
23.08	Other Claims	51
ARTICLE 24 - CONTRACTING OUT.....		51
ARTICLE 25 - SHORT TERM EMPLOYEES		51
25.01	Letter of Appointment	51
25.02	Pay in Lieu of Vacation	51
25.03	Applicable Articles	52
25.04	Designated Paid Holidays.....	52
25.05	Health and Welfare	52
25.06	Seniority	52
ARTICLE 26 - GENERAL PROVISIONS		53
26.01	Municipal and School Board Offices	53
26.02	Federal and Provincial Offices	53
26.03	Donor Leave.....	53
26.04	Labour Management Committee.....	53
26.05	Commission Vehicles and Equipment	54
26.06	Employer Sponsored Training Courses	54
26.07	Use of Compounds	54
26.08	Transportation to Another Work Location.....	54
26.09	Pass Keys for Tenant Premises	54
ARTICLE 27 - HARASSMENT IN THE WORKPLACE		54
27.01	Harassment in the Work Place	54
ARTICLE 28 - EXPIRATION OF AGREEMENT		56
28.01	Notice to Bargain	56
28.02	Commencement of Bargaining.....	56
28.03	Agreement to Continue in Force	56
28.04	Exclude Section 50 of the Labour Relations Code	56
APPENDIX A - Location Expenses		58
APPENDIX B		64
Part I - Building Manager – (Resident) and/or Building Manager - (Non-Resident) – Minor Maintenance.....		64
Part II - Maintenance Worker – Maintenance and Repair Duties.....		65
Part III - Minimum Tool List Guideline for Maintenance Worker I		66
APPENDIX C – Short-Term Illness and Injury Plan and Long-Term Disability Plan		67
Part I – Short-Term Illness and Injury Plan.....		67
Part II – Long-Term Disability Plan		71
Part III – Joint Advisory Committee.....		77

INFORMATION APPENDIX I - Advance Payment of Group Life Benefits.....	78
LETTER OF UNDERSTANDING NO. 1 - Supplemental Unemployment Benefit Plan Maternity/Parental Leave	79
LETTER OF UNDERSTANDING NO. 2 - Extended Provision – Employee Benefits	80
LETTER OF UNDERSTANDING NO. 3 - Working Beyond Age Sixty-Five (65).....	81
MEMORANDUM OF AGREEMENT #1 - Implementation Committee	82
MEMORANDUM OF AGREEMENT #2 - Lump Sum Payment	83
MEMORANDUM OF AGREEMENT #3 - Revisions of Benefits.....	84
JOB EVALUATION PLAN	85

DEFINITIONS

For the purpose of this Agreement:

1. "*Arbitration board*" means a single arbitrator or a board of three (3) persons.
2. "*Assembly point*" means the location where an employee is scheduled to report to work.
3. "*Bargaining unit*" is the unit for collective bargaining for which the B.C. Government and Service Employees' Union was certified by the LABOUR Relations Board of British Columbia on JULY 4, 1963.
4. "*Basic pay*" means the rate of pay negotiated by the parties to this Agreement for each classification.
5. "*BCGEU*" means the B.C. Government and Service Employees' Union.
6. "*BCHMC*" means British Columbia Housing Management Commission.
7. "*Child*" means a person under the age of majority, for the purposes of Articles 15.01(a)(8) and 15.03, and shall be deemed to include a ward of the superintendent of child welfare, or a child of a spouse.
8. "*Commission*" means the British Columbia Housing Management Commission.
9. "*Continuous employment*" or "*continuous service*" means uninterrupted employment in the Commission subject to the provisions of Clause 9.02.
10. "*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 his/her position. This does not include days that the employee is on leave of absence.
11. "*Days*" means calendar days unless specified otherwise.
12. "*Demotion*" means a change from an employee's position to one with a lower maximum salary.
13. "*Double time*" means twice the straight time rate.
14. "*Double time and one-half*" means two and one-half times the straight time rate.
15. "*Emergency nature*" means fire, flood, loss of heat, danger to health, life or property.
16. "*Employee*" means a member of the bargaining unit and includes:
 - (a) "*Regular full-time employee*" - meaning an employee employed for work which is of a continuous full-time nature.
 - (b) "*Regular part-time employee*" - meaning an employee employed for work which is of a continuous part-time nature or on a continuous call-in basis.
 - (c) "*Short-term employee*" - meaning an employee hired to cover emergencies, to cover absences of regular full-time and regular part-time employees, or an employee hired for an assignment to last a specified period of time not to extend past eight (8) 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.

17. "Employer" means the British Columbia Housing Management Commission.

18. "Field" means all places of work other than the work centre.

19. "Geographic regions" are defined as follows:

Lower Mainland
Vancouver Island
Prince George
Prince Rupert

20. "Holiday" means the twenty-four (24) hour period commencing at 00:01 hours of a day designated as a paid holiday in this Agreement.

21. "Hours of operation" are the hours established by the Commission 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 Commission. Employees will be recalled in accordance with Article 18.

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 regular time hours.

26. "Local" means the bargaining unit.

27. "Overtime" means work performed by an employee in excess or outside of his/her regularly scheduled hours of work.

28. "Probation" means that period of time to determine an employee's suitability to the job, as specified in Article 7.07.

29. "Promotion" means a change from an employee's position to one with a higher maximum salary level.

30. "Red-circling" means the freezing of an employee's salary (no reduction or increase).

31. "Relocation" means the movement of an employee's residence as necessitated by a transfer or a promotion.

32. "Resignation" means a voluntary notice by the employee that he/she is terminating his/her service on a specified date.

33. "Rest period" is a paid interval which is included in the work day and is intended to give the employee an opportunity to have refreshments or a rest.

34. "Seniority" means the length of continuous service as a regular employee of the Commission except for adjustments made as a result of leaves without pay as outlined in Article 9.02(a).

35. "*Shift*" means the period of scheduled straight time working hours on a scheduled work day where the hours scheduled are consecutive except for the meal period.
36. "*Straight time rate*" means the hourly rate of remuneration.
37. "*Technological change*" means the introduction of equipment of a different nature and kind than that which was previously used by the Commission in its work or business, which necessitates a change in the employment status of one or more employees.
38. "*Termination*" is the separation of an employee from the Commission for cause.
39. "*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 sixty-four (64) kilometers from his/her normal assembly point on Commission business with the Commission's approval. Travel status does not apply to employees temporarily assigned to a position outside the sixty-four (64) kilometer range.
41. "*Union*" means the B.C. Government and Service Employees' Union.
42. "*Work day*" is a period of twenty-four (24) consecutive hours commencing with the starting time of any shift.

ARTICLE 1 - PREAMBLE

1.01 Purpose of Agreement

- (a) The purpose of this Agreement is to establish, and to secure the full benefits of collective bargaining which will ensure the safety and physical welfare of employees, the efficiency of operations, quality of service and the protection of property. The provisions of this Agreement will be carried out by both parties.
- (b) The Employer and the Union recognize the benefit to be derived from a work environment free from harassment and where the conduct and language of employees meets the acceptable social standard of the workplace. The parties agree to foster and promote such an environment.
- (c) "*Harassment*" is defined as:
- (1) harassment of an individual or individuals on any of the prohibited grounds of discrimination under the Human Rights Code of British Columbia or for sexual orientation. These include: age, race, sex, national or ethnic origin, colour, religion, disability, marital status, family status or conviction of an offence for which a pardon was granted;
 - (2) deliberate gestures, comments, questions, representations, or other behaviours that ought reasonably to be known to be unwelcome by the recipient and which serve no legitimate work related purpose.
- (d) Harassment does not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities.
- (e) Where complaints or disputes pertinent to this Article occur, they shall be referred to the investigation and resolution process of Article 27 and they shall not form the basis of a grievance.

(f) 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 Council of Human Rights or to the process specified in Article 27. In either event a complaint of harassment shall not form the basis of a grievance.

1.02 Application of This Agreement

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

1.03 No Other Agreement

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

1.04 Effective Date of Agreement

The provisions of this Collective Agreement, except where otherwise stated, shall come into full force and effect upon signing of this Agreement.

1.05 Duration of Agreement

This agreement shall be binding and remain in effect to midnight, September 30, 2004.

1.06 Copies of Agreement

(a) The Union and Commission 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 Commission shall print sufficient copies of the Agreement for distribution to employees.

(b) All agreements shall be printed in a Union shop and shall bear a recognized Union label.

1.07 Terms Used in Agreement

(a) *Masculine and Feminine*

The masculine or feminine gender may be used interchangeably throughout this Agreement. Wherever one gender is used, it shall be construed as meaning the other if the factors or context require.

(b) *Singular and Plural*

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

1.08 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.

1.09 No Interruption of Work During Agreement

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

ARTICLE 2 - MANAGEMENT RECOGNITION AND RIGHTS

2.01 General Provisions

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

2.02 Specific Provisions

Subject to the provisions of this Agreement, for greater certainty, but without limiting the generality of the foregoing, the Commission reserves the sole and exclusive right to operate and manage its affairs and facilities in all respects as it see fit, including the right to hire employees from any source; to direct and schedule its work force; to retire employees at age sixty-five (65); to promote, demote, transfer and layoff 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 Commission's facilities, property, equipment and operations; to determine the number of employees to be employed and the duties to be performed; to purchase supplies, equipment, materials and services from any source; to establish, expand, reduce, alter, consolidate or abolish any position, job classification or department; to create new management and confidential capacity positions which shall be excluded from the bargaining unit; to discontinue, reorganize or combine departments or any branch or unit of operations, with any consequent reduction or other changes in the work force.

ARTICLE 3 - UNION RECOGNITION AND RIGHTS

3.01 Bargaining Agent Recognition

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

3.02 Bargaining Unit Composition

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

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

3.03 Recognition and Rights of Stewards

- (a) The Commission recognizes the Union's right to select stewards to represent employees. The Commission and the Union will agree on the number of stewards, taking into account both operational and geographic considerations.
- (b) The Union agrees to provide the Commission with a list of the employees designated as stewards for each jurisdictional area.
- (c) A steward, or his/her alternate, shall obtain the permission of his/her immediate supervisor before leaving his/her work to perform his/her 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 his/her normal duties, the steward shall notify his/her supervisor.
- (d) The duties of stewards shall be defined as:
 - (1) investigation of complaints by employees whom the steward represents;
 - (2) investigation of grievances and assisting any employee whom the steward represents in preparing and presenting a grievance in accordance with the grievance procedure;
 - (3) supervision of ballot boxes during ratification votes covering this Agreement;
 - (4) in his/her capacity of shop steward, attending meetings called by Management.

3.04 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 7.05.
- (b) *With Pay* - leave of absence with basic pay and without loss of seniority will be granted to three (3) 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.

3.05 Right to Refuse to Cross Picket Lines

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

3.06 Union Insignia

- (a) A Union member shall have the right to wear or display on his/her person the recognized insignia of the Union.
- (b) The Union agrees to furnish the Commission one Union shop card for each Commission office. 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 stenography typed by a member of the Union. This designation shall be placed below the signatory initials on typewritten correspondence.

3.07 Right to Have Steward Present

- (a) An employee shall have the right to have his/her steward present at any meeting with supervisory personnel which is 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 his/her steward, providing that this does not result in an undue delay of the appropriate action being taken.
- (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.

3.08 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

4.01 Union Membership

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

4.02 Check-off of Union Dues and Assessments

- (a) The Commission shall, upon written authorization, as a condition of employment, deduct from the monthly wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular monthly dues payable to the Union by a member of the Union.
- (b) The Commission shall, upon written authorization, deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.
- (c) Deductions shall be made biweekly and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.

- (d) All deductions shall be remitted to the President of the Union not later than twenty-eight (28) days after the date of deduction and the Commission shall also provide a list of names of those employees from whose salaries such deductions have been made together with the amounts deducted from each employee. The Employer shall make available to the Union, member information submitted with each dues tape. This information shall include the following: Social Insurance Number, surname and first name, address, sex, birthdate, job classification number and job step, gross pay, month-to-date dues, and will be provided in ASCII language.
- (e) Before the Commission is obliged to deduct any amount under (a) above, the Union must advise the Commission in writing of the amount of its regular monthly dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Commission signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.
- (f) From the date of the signing of this Agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Commission from the pay of the employees in the bargaining unit.
- (g) The Commission shall supply each employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1st of the succeeding year.

ARTICLE 5 - COMMISSION-UNION RELATIONS

5.01 Union and Commission Representation

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

5.02 Union Representatives

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

5.03 Correspondence

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

5.04 Bulletin Boards

The Commission will provide bulletin boards facilities for use by the Union in its home office, each regional office and Prince Rupert Office. The Union agrees to post only material relating to the business affairs of the Union.

5.05 Emergency Services

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

ARTICLE 6 - UNASSIGNED

ARTICLE 7 - EMPLOYMENT POLICY

7.01 Vacancy Postings

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

- (a) Vacancies for regular full-time or regular part-time positions within the bargaining unit, shall be posted for ten (10) calendar days prior to the closing date. Such postings shall be placed in all work centres throughout the Commission, and a copy sent to the President of the Union.
- (b) The posting shall contain the following information: nature of posting, qualifications, skills, shift work (where applicable), salary and location. The posting shall state the area in Greater Vancouver or the municipality if outside of Greater Vancouver.
- (c) Employees outside the Greater Vancouver regions shall be permitted to phone the Director, Personnel and Labour Relations on the closing date and advise him/her that an application is in the mail.
- (d) The Commission shall fill posted regular positions within sixty (60) days following the selection of a candidate.
- (e) For Building Manager vacancies, the actual location shall be specified. The successful applicant for the job posting shall not be eligible to apply for another job posting for a period of six (6) months from the date of acceptance. Applications received from seniority rated applicants for jobs posted shall have preference over other applicants, providing competency and qualifications are reasonably equal.

7.02 Appointments

- (a) A vacancy shall be filled on the basis of the applicant's qualifications, ability and experience as required in the specifications set out in the job description for the vacant position.
- (b) Internal applicants shall be given every consideration in respect to the filling of positions.
- (c) Seniority shall be the deciding factor in determining which of the employees within the Bargaining Unit shall be promoted through job postings, if competency and qualifications of the said employees are reasonably equal.

7.03 Interview Expense

An employee who applies for a posted position within the Commission who is not on leave of absence without pay and who has been called for an interview shall be granted leave of absence with basic pay and

shall have his/her authorized expenses paid. An employee granted leave under this section shall notify his/her supervisor as soon as he/she is notified of his/her requirement to appear for an interview.

7.04 Job Selection Disputes

- (a) An unsuccessful employee applicant may request an explanation from the Director of Personnel and Labour Relations by telephone of the reasons why he/she was unsuccessful, and receive an oral explanation.
- (b) If a candidate wishes the reasons in writing, he/she must request them in writing within five (5) working days of the date he/she received notification of the decision.
- (c) The Director of Personnel and Labour Relations will reply to the employee within five (5) working days from receipt of the request.
- (d) Where an employee feels he/she has 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 of this Agreement; such a grievance shall be initiated in writing at the third step of the grievance procedure within seven (7) working days after the date of mailing of the Personnel and Labour Relations Director's reply.

7.05 Union Observer

The President of the Union or his/her designate may sit as an observer 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.

7.06 The Commission and Union to Acquaint New Employees

The Commission agrees to acquaint new employees with the fact that a Collective Agreement is in effect. The Commission agrees to supply a copy of the Collective Agreement to the new employee during the sign on process, and a new employee shall be advised of the name and location of his/her steward. Whenever a steward is employed in the same work centre as the new employee, the employee's immediate supervisor will introduce him/her to his/her steward. When operational requirements permit, the Commission agrees that a Union steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for fifteen (15) minutes sometime during the first thirty (30) days of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership.

7.07 Probationary Period

- (a) All regular employees new to a position for any reason, other than a lateral transfer where there are no changes in job duties, shall be subject to a probationary period of Six (6) months. The probationary period described may be extended by mutual agreement of the parties. Employees on staff on March 15, 1989 shall serve only one (1) probationary period. Staff hired after that date shall serve a new probationary period for each appointment other than a lateral transfer.

Employees new to a position as a result of an employee initiated lateral transfer, where there are minor changes in job duties, may be subjected to a probationary period of up to three (3) months.

- (b) Short-term employees new to a position for any reason, other than a lateral transfer, shall be subject to a probationary period of one hundred and twenty (120) work days. The probationary period described may be extended by mutual agreement of the parties. Employees on staff on March 15, 1989 shall serve only one (1) probationary period. Staff hired after that date shall serve a new probationary period for each appointment other than a lateral transfer.

(c) The Commission may terminate any probationary employee for just cause. A termination during probation shall not be considered a dismissal for the purpose of Article 20.09 of this agreement. The test of just cause for termination shall be a test of suitability of the probationary employee for continued employment in the position to which he/she has been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.

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

(e) Where an employee feels he/she has been aggrieved by the decision of the Commission to terminate his/her employment during the probationary period, he/she may appeal the decision through the grievance procedures as per Article 20 of this Agreement, starting at Step 2.

7.08 Performance Evaluation

Where a formal evaluation of an employee's performance is carried out, the employee shall be given sufficient opportunity to read and review the appraisal. Provision shall be made on the form for an employee to sign. The form shall provide for the employee's signature in two places: one indicating that the employee has read and accepts the appraisal and the other indicating that the employee disagrees with the appraisal. The employee shall sign in one of the places provided. No employee may initiate a grievance regarding the contents of an evaluation form unless the signature indicates disagreement with the appraisal. An employee shall, upon request, receive a copy of this evaluation form. An evaluation form shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedures of this Agreement.

7.09 Upgrading Qualifications

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

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

Any regular employee, who has completed his/her probationary period, may apply in writing for educational assistance covering enrolment, tuition, examination fees and books, plus travel and living costs where appropriate. Applications for assistance shall be submitted before registering for the course. Normally, reimbursement will be made on evidence of satisfactory completion of the course, although in special cases of financial need, the Commission will consider earlier reimbursement.

If an employee voluntarily terminates employment within eighteen (18) months of receiving educational assistance, he/she will be required to repay the amount of the assistance, to a maximum of one thousand dollars (\$1,000), on a pro rata basis except in the case where the Commission directed the employee to take the educational course.

7.10 Assembly Point

(a) All employees shall have one location specified as their assembly point. An employee's assembly point can be changed subject to two weeks written notice from the employer.

(b) Where an employee works way from his/her assembly point, he/she will, at the Commission's option, either travel on the Commission's time or be paid for hours travelled at the overtime rate.

(c) The provisions of this section shall not apply to employees on travel status.

7.11 Employee Parking

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

7.12 Employment Related Legal Action

(a) In the case of civil action, the Commission will support an employee where there has not been flagrant or wilful negligence and pay for any judgement against an employee arising out of the performance of his/her duties. Further, the Commission agrees to pay the legal costs incurred in the proceedings including those of the employee. Where there has been flagrant or wilful negligence on the part of the employee, the Commission may seek indemnity against the employee.

(b) Criminal Actions - Where an employee is charged with an offence occurring during the performance of his/her duties and is subsequently found not guilty, the employee shall be reimbursed for reasonable legal fees.

(c) The Commission will provide legal services in the defence of any legal proceedings involving the employee so long as no conflict of interest arises between the Commission and the employee.

(d) In order that the above provisions shall be binding upon the Commission, the employee shall notify the Commission immediately, in writing, of any incident or course of events which may lead to legal action against him.

7.13 Transfers Without Postings

(a) It is understood by the parties that as a general policy employees shall not be required to transfer from one work centre to another against their will. However, the Commission and the Union recognize that in certain cases a transfer may be in the best interests of the Commission and/or the employee. In such cases, an employee will be fully advised in writing of the reason for his/her transfer.

(b) Transfers or voluntary demotions may be granted without posting, for:

(1) compassionate or medical grounds to regular employees who have completed their probationary period;

(2) all employees who have become incapacitated by industrial injury or industrial illness.

(c) Employees wishing a transfer under (b)(1) or (b)(2) may submit a request to the Director, Personnel, Payroll & Labour Relations. It will be considered prior to the filling of an appropriate vacancy.

7.14 Relocation

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

7.15 Special Employment

The Commission shall endeavour to provide special employment to employees who, through advancing years, temporary disablement, industrial injury or illness, become unable to perform their regular duties. The employment will take into consideration operational requirements, employee skill levels and health. Such employment will be established only if there is an operational need within the Commission.

7.16 Uniforms or Special Clothing

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

Rain wear shall be supplied to Groundskeepers, Maintenance Workers, Janitors, Building Managers, and Grounds and Maintenance Foremen. The provision of rain boots or other suitable footwear is the responsibility of the employee and must meet WCB Regulation Standards. Reimbursement for such footwear will be in accordance with Article 22.08(b).

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

(b) Replacement of uniform items shall be issued as required.

(c) All employees shall be permitted to dress in seasonal uniform clothing taking into consideration unique geographic climate conditions, providing such clothing is clean and tidy and poses no danger or safety concern to employees.

(d) All uniform allotments, including rainwear, shall be approved by the Uniform Committee.

7.17 Non-related Duties

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

ARTICLE 8 - CLASSIFICATIONS

8.01 Maintenance Worker I

(a) Under the direction of the immediate Supervisor, the Maintenance Worker I shall perform general and emergency maintenance and repair on Commission properties, and shall be required to assist in inventory, to drive the Employer's vehicle, to load and unload said vehicle with tools, materials and/or equipment.

(b) Detail of maintenance and repair duties is attached to this Agreement as "*Appendix B - Part II*".

(c) Must supply own hand tools as per Appendix "A". Upon application and proof of purchase, the Employer shall pay for the reasonable replacement of tools, worn and damaged, through normal wear and tear, in the performance of maintenance duties for the Employer.

(d) In those cases where the Maintenance worker works after midnight, the Employee may delay his regularly scheduled starting time. Time not worked during regularly scheduled shifts shall be without pay.

Employees who choose this option shall inform the emergency message service prior to the start of the next shift.

8.02 Maintenance Worker II (Chargehand)

Same as Maintenance Worker I. In addition, shall be responsible for directing staff assigned to them in the completion of their duties; including assigning work; stock control; ensuring standards and deadlines are met; and completing paper work as required.

8.03 Maintenance Foreman

- (a) Under the direction of the immediate Supervisor, the Maintenance Foreman shall direct maintenance staff (and grounds staff in Prince Rupert) in the completion of duties related to the maintenance and repair of Commission properties; including organizing and scheduling crews; ensuring work standards and deadlines are met; assisting in the evaluation of staff; recommending disciplinary or other appropriate action where necessary; and other related supervisory duties as required.
- (b) Shall be required to maintain records related to work orders, chargebacks, preventive maintenance programs, and inventory, and assist in the estimating and ordering of materials.
- (c) The Maintenance Foreman is a working Supervisor position, and shall be required to perform maintenance and repair duties as detailed in "*Appendix B - Part II*".
- (d) Shall supply own hand tools as per "*Appendix A*". Upon application and proof of purchase, the Employer shall pay for the reasonable replacement of tools, worn or damaged, through normal wear and tear, in the performance of maintenance duties for the Employer.
- (e) When required, shall drive the Employer's vehicle to load and unload said vehicle with tools, materials and/or equipment.

8.04 Groundskeeper I

- (a) Under the director of the immediate Supervisor, shall perform routine mowing, edging, and weeding; keep walks, driveways and entrances clean; and perform routine maintenance on equipment such as mowers and trimmers. When required shall drive the Employer's vehicle. This position shall also include basic labour duties.
- (b) Groundskeeper I classification shall only be utilized for appointments of four and one-half (4½) months or less, during the period April 1 to September 1 provided such utilization does not result in the laying off of other groundskeeping employees.

Youth hired under the STEP Program shall be employed during the months of July and August at the rate of twelve (\$12) dollars per hour. Negotiated increases effective during the life of the agreement will be applicable to youth employed in this or similar targeted developmental programs.

8.05 Groundskeeper II

Under the direction of the immediate Supervisor, the Groundskeeper shall perform a great variety of tasks encompassing most elements of landscape maintenance, groundskeeping and gardening such as planting, cultivation, mowing, edging, weeding, application of lime; also pruning shrubs; trees and ground covers; as well as keeping walks; driveways and entrances clean. Must be able to operate and do minor maintenance on power equipment such as mowers, edgers, trimmers and sweepers. When required shall drive the Employer's vehicle.

8.06 Groundskeeper III (Chargehand)

- (a) Duties are the same as Groundskeeper II
- (b) Shall be required to have a current Pesticide Certificate and shall perform spraying duties as requested.
- (c) Shall be responsible for directing staff duties; including assigning work, stock control, ensuring standards and deadlines are met, and completing paper work as required.

8.07 Grounds Foreman

- (a) Under the direction of the immediate Supervisor, the Grounds Foreman shall direct staff in the completion of duties related to the maintenance of grounds at Commission properties, including; organizing and scheduling crews; reassigning crews as required; ensuring work standards and deadlines are met; assisting in the evaluation of groundskeeping staff; recommending disciplinary or other appropriate action where necessary and other related supervisory duties as required.
- (b) Shall be responsible for the planning, organizing and supervision of programs related to Fall/Winter pruning, turf management, seasonal pesticide application, and fertilization.
- (c) Shall be responsible for assigning grounds equipment and vehicles, maintaining equipment in a satisfactory condition, and completing records related to vehicle and equipment maintenance.
- (d) Shall be required to maintain records related to work schedules, annual landscape plans, inventory, chargebacks, and assist in the estimating and ordering of plants and materials required for grounds work.
- (e) The Grounds Foreman is a working Supervisor position and shall be required to perform the duties of a groundskeeper.
- (f) The Grounds Foreman shall have a current Pesticide Certificate.
- (g) When required, shall drive the Employer's vehicles and equipment, load and unload said vehicles or equipment with tools and/or materials.

8.08 Labourer

Under the direction of the immediate Supervisor, Employees in this position shall perform unskilled work requiring little previous training or experience and shall not replace any Employee in another classification. When required shall drive the Employer's vehicle.

8.09 Mechanic

Under the direction of the immediate Supervisor, the Mechanic shall maintain and repair vehicles and grounds maintenance equipment, maintain equipment repair records, control equipment inventory, conduct vehicle inspection, and as required carry out emergency repairs to mechanical items. When required, shall drive the Employer's vehicle.

8.10 Building Manager I (Resident)

- (a) (1) The Building Manager functions as the Commission's representative in matter of tenant relations and building management at the site(s) where the work is performed under the direction of the immediate Supervisor, the Building Manager shall be responsible for maintaining order and appearance of the "common" and "public" areas, including vacant dwellings by washing, sweeping, carpet cleaning (except on move-outs), mopping, vacuuming, polishing and general cleaning; minor grounds upkeep including outside litter pick-up and sweeping; answering and determining emergency calls and notifying appropriate authorities; generating work orders; pool maintenance where required; may perform unit inspections and assist with annual inspections; responding to or processing resident enquiries and complaints and taking appropriate action; other related duties as directed.
- (2) Shall perform minor maintenance duties as detailed in "*Appendix B - Part I*".
- (b) The Building Manager shall at all times during their working week respond to resident enquiries and emergencies and take appropriate action. The Building Manager shall also conduct one evening

security inspection during which all appropriate lock ups will be performed, such inspection to be completed prior to 8:15 p.m.

Building Managers designated to respond to emergency calls outside of their normal shift, to work sites that the Building Manager is not responsible for or that is more than 5km distance shall be compensated at the overtime rate as outlined in Article 12.03(a)(i).

(c) As compensation for living on the job and responding to situations that arise after the Building Manager's normal daytime work period, the Building Manager shall receive a reduced rent as shown in Article 11.01.

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

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

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

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

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

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

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

(j) All terms and working conditions contained in the Collective Agreement shall be enjoyed by the Building Manager except the conditions recited in the following Articles:

- (1) Articles 10.01(e), (f)
- (2) Articles 12.01, 12.02

- (k) The Building Manager's minor maintenance duties are of such a nature that they will fall within the use of hand tools supplied by the Employer, with the exclusion of part replacement requiring electrical connections.
- (l) When required shall drive the Employer's vehicle.
- (m) The Employer shall pay the heating cost of Building Manager suites. Where the Employer is presently paying Hydro for the Building Manager suite, this practice shall cease through attrition, including transferring within the commission

8.11 Building Manager II (Resident)

Same as Building Manager I. In addition, shall be responsible for directing staff assigned to them in the completion of their duties; including assigning work, stock control, ensuring standards and deadlines are met, and completing paper work as required. Functions as lead or chargehand without supervisory responsibilities or functions as a stand-alone position and performs all of the duties of the Building Manager III for site(s) where work is performed, without the requirement to participate in recruitment and selection, recommending discipline and the supervision of staff. Reports directly to the Property Portfolio Manager.

8.12 Building Manager III (Resident)

- (a) The position functions as a member of the Regional Property Management team in the provision of effective tenant relations and building management services to a number of directly managed sites. Participates in formulating and implementing initiatives to enhance site specific program delivery. Under supervision participates in the recruitment, selection, and training of building management and janitorial staff.
- (b) The Building Manager III provides on-site facilitation in the delivery of building portfolio contracted services. Redirects contractors where minor deviations in the performance of work specifications are noted (e.g. painting services, pesticides applications completed, carpet cleaning, waste removal, etc.) and reports on major deviations from job specifications and implementation procedures in contract performance on capital delivery program.
- (c) Under the direction of the immediate Supervisor, shall direct assigned staff in the completion of duties including planning; organizing and scheduling work; ensuring work standards and deadlines are met; assisting in the evaluation of staff; recommending disciplinary or other appropriate action where necessary; and other related supervisory duties as required.
- (d) Shall supervise and perform, as required, unit inspections, on an annual basis or on vacancy, and authorize and arrange for appropriate actions to address items requiring repairs and/or maintenance.
- (e) Shall be required to maintain records related to work orders, chargebacks, inventory, and assist in the estimating and ordering of materials. Shall liaise with contractors to coordinate site viewings and unit entry; when required shall inspect work performed by contractors.
- (f) Shall be required to perform the duties of a Building Manager I, including Minor Maintenance as detailed in "*Appendix B - Part I*".
- (g) When required, shall drive the Employer's vehicle.

8.13 Building Manager I (Non Resident)

- (a) Under the direction of the immediate Supervisor, the Building Manager (Non-Resident)'s duties and qualifications are the same as the Building Manager (Resident), except that the Building Manager (Non-Resident) shall not be required to reside on site.
- (b) Shall perform minor maintenance duties as detailed in "*Appendix B - Part I*".

(c) All terms and working conditions contained in the Collective Agreement shall be enjoyed by the Building Manager I - (Non-Resident) except the conditions recited in the following Articles:

Article 6, Clauses 7:10 (b), 8.10(d), 8.10(e), 8.10(i), 8.10(m)

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

(e) When required shall drive the Employer's vehicle.

8.14 Janitor

(a) Under the direction of the immediate Supervisor, Employees in this position perform a large variety of cleaning within assigned buildings, including vacant dwellings, and cleanliness of assigned outside areas. Specific duties include: cleaning of floors, carpets (except on moveouts), walls and furniture; moving Commission and Tenant furniture effects within a development; dusting; sweeping, cleaning snow when required; picking up litter and removal of garbage; cleaning janitorial equipment, mopping, washing, waxing, polishing, vacuuming and general cleaning; internal window washing; external window washing to the limit of the reasonable use of a tucker pole; smoke alarm cleaning; changing light bulbs where there is no Building Manager assigned and in hazardous areas when the Building Manager is off duty; the use of associated equipment, tools and cleaning materials. When required shall drive the Employer's vehicle.

(b) At the time of move-out and unit preparation for new tenants, Janitors will remove to the best of their ability a reasonable amount of wallpaper of the dry strippable type. If the wallpaper installation is such that removal requires the use of a steam stripper, the Commission shall provide the equipment.

Janitors shall not be required to remove wallpaper in situations where whole rooms in a housing unit have been papered.

8.15 Locksmith

Under the direction of the immediate Supervisor, the Employee shall perform general and emergency maintenance repair and/or replacement of Commission's lock and key systems. When required shall drive the Employer's vehicle. Must supply own hand tools.

8.16 Classification and Salary Determination

(a) When a new or substantially altered classification covered by this Agreement is introduced, the rate of pay shall be subject to negotiations between the Commission and the Union. If the parties are unable to agree on the rate of pay for the new or substantially altered classification within ten (10) days of their first meeting or such other period as agreed by the parties, the Commission may implement the classification and attach a salary. The matter may then be referred to a Board of Arbitration pursuant to Article 21 of this Agreement. The new rate of pay shall become effective on a date agreed upon by the parties or as determined through the arbitration procedure.

(b) When a new classification is to be covered by this Agreement, the Commission will give written notice to the Union thirty (30) days prior to the time the classification is to be established. Negotiations shall commence fourteen (14) days after written notice is received to deal with the rate of pay for the classification.

8.17 Classification Appeal

An employee shall have the right to appeal the evaluation of the position he/she occupies through the Union.

(a) If an employee believes that the position he/she occupies is improperly evaluated he/she shall discuss the evaluation with his/her immediate supervisor.

- (b) The supervisor shall, upon request, provide the employee with a copy of the job description.
- (c) Upon request the employee and his/her immediate supervisor shall discuss this job description by comparison with the official classification specification, if available.
- (d) If there is a dispute between the supervisor and an employee concerning the evaluation of his/her position, or if the employee believes there is a conflict between his/her job description and the official classification specification, the employee may request in writing a review to be performed by the Director, Personnel & Labour Relations, or his/her designate. The aforementioned review shall be completed within sixty (60) days of submission to the Director, Personnel & Labour Relations. The employee may be required to complete a job description preliminary draft to assist in this review. The employee may request and receive a full explanation of the decision of the Director, Personnel & Labour Relations.
- (e) Where a position is re-evaluated the rate of pay for the position shall be effective the date the written review request was received by the Director, Personnel, Payroll and Labour Relations.
- (f) If the above procedure does not lead to a satisfactory resolution, the matter may be submitted to a mutually agreed to classification referee, who shall make a recommendation to the parties in accordance with the procedures agreed to by the parties for this purpose. The referee shall make every effort to render his/her recommendation to the parties within thirty (30) days of receipt of the dispute.

ARTICLE 9 - SENIORITY

9.01 Seniority List

The Commission shall maintain a service seniority list showing the date each regular employee in a position within the bargaining unit, as per Article 3.02, commenced employment with the Commission. An up-to-date seniority list shall be sent to the President of the Union, or his/her designate at the end of June and the end of December each year.

9.02 Loss of Seniority

- (a) Seniority shall continue to accrue for a regular employee on any paid leave of absence granted to the employee by the employer and for leaves without pay granted by the employer for periods of thirty (30) calendar days or less.
- (b) A regular employee on a claim recognized by the Workers' Compensation Board shall be credited with service seniority equivalent to what he/she would have earned had he/she not been absent and had been able to work.
- (c) A regular employee who is on leave of absence without pay in an elected or appointed position of the Union shall continue to accrue seniority without benefits during the leave period, provided that, upon returning, the employee shall accept the first available position in his/her original classification at the work location nearest his/her residence.
- (d) Any regular employee who is laid off and who fails to return to work when given ninety-six (96) hours notification to return to work following a lay-off, shall lose seniority. However, should the employee within ten (10) days of the date of notification, provide the employer with evidence, providing inability to comply with the employer's request to return to work, said employee shall have seniority reinstated. It is the responsibility of the employee to provide the employer with a current phone number and address.
- (e) An employee shall lose his/her seniority as a regular employee in the event that:
 - (1) he/she is discharged for just cause;

- (2) subject to Clause 9.03, he/she voluntarily terminates his/her employment or abandons his/her position;
 - (3) he/she is on layoff for more than one (1) year; or
 - (4) he/she becomes a short-term employee except as a result of exercising their rights, in the event of layoff as outlined in Article 18.01(a)(4)(ii) and (iii).
- (f) In the event a regular employee with seniority is laid off, continuity of service for the purpose of seniority shall be considered unbroken if said employee returns to the status of an employee within one (1) year.
- (1) Seniority shall continue to accrue on any paid leave of absence granted to the employee by the employer and for leaves without pay granted by the employer for periods of thirty (30) calendar days or less.
 - (2) Seniority shall not continue to accrue beyond seven (7) months' absence due to illness of an employee, except with written permission of the employer.

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

9.03 Re-employment

A regular employee who resigns his/her position and within sixty (60) days is re-employed as a regular employee shall be granted a leave of absence without pay covering those days absent. Effective the date of re-employment, he/she shall accrue seniority and shall retain all provisions and rights in relation to other fringe benefits, provided he/she has not withdrawn his/her superannuation.

9.04 Bridging of Service

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

- (a) The employee's prior decision to resign must have been for the purpose of raising a dependent child or children; and
- (b) The employee must have completed three (3) years' service as a regular employee prior to his/her decision to resign; and
- (c) The employee must have been re-employed within seven (7) years and must not have been engaged in full-time remunerative employment for any period in excess of six (6) months during that time; and
- (d) Upon completion of three (3) years' service as a regular employee following re-employment, the employee shall be entitled to all rights and benefits to which he/she would have been entitled had the total of combined periods of employment been unbroken.

ARTICLE 10 - HOURS OF WORK AND WORK SCHEDULES

10.01 Annual Hours of Work

- (a) The annual hours of work exclusive of meal periods but including paid holidays will be one thousand nine hundred fifty (1950) which is equivalent to an average of thirty-seven and one-half (37½) hours per week.
- (b) There shall be no pay back for shortfall of annual working hours.

(c) Unless otherwise established by mutual agreement of the parties, normal hours of work shall be scheduled between 8:00 a.m. and 4:30 p.m. consisting of five (5) shifts, seven and one-half (7½) hours each with two (2) consecutive days off.

This Article 10.01 (C) does not include Building Managers.

(d) For Building Managers, the standard work week shall consist of five (5) shifts of seven and one-half (7½) hours during the normal work day, and are deemed on call at times other than the normal work day. The Building Manager shall have two (2) consecutive days off in the work week. The two (2) consecutive days off shall commence at the end of shift on the fifth (5th) day of work and shall be free from employer related obligation and/or duties until the commencement of the shift of the scheduled first day back to work.

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

(e) Groundskeepers in the lower mainland shall work hours other than the standard work shift of 8:00 a.m. to 4:00 p.m. As detailed below:

(1) The day following the change to daylight saving time in the spring, the groundskeeper shall change their working hours to 7:30 a.m. to 3:30 p.m.

(2) The day following the daylight saving time change in the fall, groundskeepers shall revert back to the standard working shift of 8:00 a.m. to 4:00 p.m.

(3) Taking into consideration operational requirements (e.g. effectiveness, client service, scheduling of work, noise bylaw revisions, etc.) the 7:30 a.m. start may be extended beyond (1) above to any period agreed by the management and staff at the local level.

(f) Time worked beyond the hours shown in (a), (d) and (e) shall be paid at the overtime rate.

10.02 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 Article 10.01 shall not be changed by such work schedules.

(b) Modified work schedules may be mutually agreed to between the parties on one of the following basis subject to the conditions outlined in (c) below.

(1) A modified schedule which involves an additional six (6) days, (forty-five (45) hours) off each calendar year. Employees will be required to work an additional forty-five (45) hours to meet annual hours (1950) over the calendar year. These additional hours will be scheduled and taken at the local level by mutual agreement. These additional hours shall not be included as hours worked for the purpose of determining overtime entitlement. The six (6) days shall be scheduled and taken, one (1) every two (2) months. These days shall not be accumulated or carried over.

(2) Five (5) day, five (5) day, four (4) day work schedule shall be fourteen (14) work days within a three (3) week period of eight (8) hours and four (4) minutes in duration.

(c) Subject to Article 2 (Management Recognition and Rights), the parties agree to a modified work schedule subject to the following conditions:

(1) In the event of extenuating circumstances (i.e., introduction of new programs, provincial government restraint programs, extensive absenteeism, etc) B.C. Housing retains the right to reduce, alter or cancel the modified work schedule for an individual, group of individuals,

department or branch. Given such circumstances, the Employer will give at least twenty-one (21) days notice to the Union of the event leading to the modification of the schedule.

- (2) To ensure operational requirements are met, the day off may occur any day of the week.
- (3) In the event of staff shortages caused by illness, vacation or any other operational concerns days off will be rescheduled within the next three (3) week period or two (2) month period in the case of (b)(1) above. In unusual work-related circumstances the time limit may be extended to an eight (8) week period.
- (4) The Employer expects employees to arrange for medical and dental appointments on the day off.
- (5) No increased costs to the Employer (e.g. no substitution pay or overtime subject to pre-approval by the Regional Manager).
- (6) No topping up of sick leave from the earned day off.
- (7) No employee will be forced to participate in the modified work week schedule.
- (8) Vacation entitlement shall be converted to hours.
- (9) Participation will not be allowed where there are insufficient staff to provide coverage for an extended schedule.
- (10) Short-term employees hired for a term of six (6) months or longer may participate.
- (11) The Employer will periodically evaluate the schedule based on:
 - (i) adequacy of service to external and internal customers;
 - (ii) level of absenteeism, staff morale and productivity, etc;
 - (iii) increased costs to Employer related to staffing (e.g. use of temporary staff) or scheduling.

10.03 Rest Periods

All employees shall have two fifteen (15) minute rest periods in each work period in excess of six (6) hours, one rest period to be granted before and one after the meal period. Employees working a shift of three and one-half (3½) hours but not more than six (6) hours, shall receive one (1) rest period during such a shift. Rest periods shall not begin until one (1) hour after the commencement of work or not later than one (1) hour before either the meal period or the end of the shift. Rest periods shall be taken without loss of pay to the employee.

10.04 Meal Periods

- (a) Meal periods shall be scheduled as close as possible to the middle of the work day 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 work day.

10.05 Shift Work

- (a) *Hours*

If shift hours outside of the standard hours defined in Article 10.01(c) are required by the Commission, the shift pattern, the length of the work or changes made thereto as required, shall be established by mutual agreement between the parties.

(b) *Identification of Shifts*

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

(c) *Shift Premiums*

Shift	Premium
Afternoon	\$0.85
Night	\$0.95

10.06 Notice of Shift Schedules

The employer shall post on the employer's premises, at each location, a schedule stating each employee's name, starting and quitting times, work days and days off. This schedule shall not be changed by the employer without five (5) working days previous notice being given to the employee affected.

10.07 Time Sheet Records

All employees shall be required to submit a signed time sheet for time worked and premium claimed. Employees who, by agreement, are permitted to 'trade' working days shall record and claim the actual days worked and not the days scheduled for work.

10.08 Changes to Shift Pattern

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

10.09 No Guarantee of Number of Hours Worked

The foregoing provisions of this article shall not be construed as guaranteeing to any employee any number of hours of work per day or week, except an employee who reports to work as scheduled and/or instructed, shall be paid four (4) hours wages at his/her regular hourly rate, if there is no work available.

ARTICLE 11 - SALARIES AND ALLOWANCES**11.01 Salary Rates**

- (a) Salaries in effect April 30, 1999 shall be increased as follows:
 - (1) Effective May 1, 1999 an increase to all classifications of two (2) percent.
 - (2) Effective May 1, 2000 increase the Building Manager III salary by fifty-five cents (55¢) per hour.
 - (3) Effective May 1, 2000 an increase to all classifications of two (2) percent.
 - (4) Effective May 1, 2001 all rates of pay for classifications listed below shall be increased by fifty-five cents (55¢) per hour.

(5) Effective May 1, 2002 all rates of pay for classifications listed below shall be increased by two and one-half percent (2½%).

(6) Effective May 1, 2003 an adjustment equal to that outlined in Article 27.3(3) of the 13th Master Agreement between the Public Service Employee Relations Commission and the B.C. Government and Service Employees' Union based on adjustments to the Consumer Price Index of British Columbia.

Position	May 1, 1999	May 1, 2000	May 1, 2001	May 1, 2002
Maintenance I	18.15	18.51	19.06	19.54
Maintenance II	18.64	19.01	19.56	20.05
Maintenance Foreman	20.16	20.56	21.11	21.64
Grounds STEP Program		12.00	12.00	12.00
Groundskeeper I	14.18	14.46	15.01	15.39
Groundskeeper II	16.95	17.29	17.84	18.29
Groundskeeper III	18.64	19.01	19.56	20.05
Grounds Foreman	20.16	20.56	21.11	21.64
Building Manager I – Resident	16.54	16.87	17.42	17.86
Building Manager II – Resident	17.02	17.36	17.91	18.36
Building Manager III – Resident	18.64	19.56	20.11	20.61
Building Manager I - (Non-Resident)	16.94	17.28	17.83	18.28
Janitor	16.12	16.44	16.99	17.42
Labourer	16.12	16.44	16.99	17.42
Locksmith	18.71	19.08	19.63	20.12
Mechanic	20.41	20.82	21.37	21.90

(b) *Wage Rates Regarding Snow Removal*

In order to provide prompt clearing of snow from walkways and entrances, the Employer may hire casual workers in Victoria, Prince Rupert and the Lower Mainland at a rate of eight dollars (\$8) per hour.

Notwithstanding the above, in Prince George, workers on layoff shall be called back in order of seniority and compensated at the Labourer rate.

11.02 Wage Payment

(a) The wages of all employees shall be paid every other Friday up to and including, the previous Saturday. A detailed statement showing the hours worked, the rate of pay, and an itemized list of deductions shall be given each employee at least every other payday. When the regular payday falls on a general or proclaimed holiday, the employee shall be paid wages up to and including the previous Saturday on the day immediately preceding such general or proclaimed holiday.

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

11.03 Wage Payment on Termination

Any employee who terminates his/her own employment, or who is terminated by the Employer, shall receive all wages, vacation pay and all monies due from the Employer in full and be given a record of employment within six (6) calendar days.

11.04 Vehicle Allowance

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

- Effective April 1, 2000 - forty cents (40¢) per kilometer
- Effective April 1, 2001 - forty-two cents (42¢) per kilometer
- Effective April 1, 2002 - forty-three cents (43¢) per kilometer
- Effective April 1, 2003 - forty-four cents (44¢) per kilometer

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

Mileage claims shall be reimbursed to employees as soon as possible. Claims will be made on a form acceptable to the commission.

11.05 Work at a Higher Wage Rate

An employee who performs work that calls for a higher wage rate, and performs such work for four (4) hours or more in any one (1) day shall be paid the higher rate for all hours worked that day.

11.06 Isolation Allowance

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

11.07 Meal and Transportation Allowances

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

	April 1, 2000	April 1, 2001	April 1, 2002	April 1, 2003
Breakfast	\$ 9.00	\$ 9.25	\$ 9.50	\$10.00
Lunch	\$10.75	\$11.00	\$11.25	\$11.75
Dinner	\$19.75	\$20.00	\$20.25	\$20.75

Meal claims and transportation expenses shall be reimbursed to the employees as soon as possible. Claims will be made on a form acceptable to the commission except where a meal is provided at public cost.

(b) Meal and transportation allowance increases negotiated between the BCGEU (Master) and the Province of B.C. will be applied to this article.

11.08 Telephone Allowance

Employees on travel status who are required to obtain overnight accommodation shall be reimbursed upon production of receipts for one five (5) minute telephone call home, to or within British Columbia for each night away.

11.09 Travel Advance

Regular employees may request a travel advance, prior to going onto travel status, in an amount sufficient to cover the costs of the trip.

11.10 Retirement Allowance

Upon retirement from service, an employee who has completed twenty (20) years of continuous service, and who under the provisions of the *Public Service Superannuation Act* is entitled to receive a superannuation allowance on retirement, is entitled to an amount equal to his/her salary for one (1) month, and for each full year of service exceeding twenty (20) years but not exceeding thirty (30) years, is entitled to an additional amount equal to one-fifth (1/5) of his/her monthly salary.

11.11 Transportation for Employees

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

11.12 Payment to Dependants on Death

Where an employee dies while in the employ of the Commission, an amount of one (1) month's salary for each completed year of continuous service, to a maximum of six (6) months salary, plus payment for any earned but unused vacation, shall be paid to his/her beneficiary of record, or his/her estate where no beneficiary has been designated.

11.13 Private Vehicle Damage

Where an employee's vehicle is maliciously damaged as a direct result of the employee being employed by the employer, the employer shall reimburse the employee the cost of any deductible portion of insurance coverage on that vehicle up to two hundred dollars (\$200.00) provided the employee can provide the employer with copies of a valid Police Report, and an ICBC Claim Statement.

11.14 Maternity Leave Allowance

- (a) An employee who qualifies for maternity leave pursuant to Article 15.11(a), shall be paid a maternity leave allowance in accordance with the Supplementary Unemployment Benefit (SUB) Plan. In order to receive this allowance, the employee must provide to the Employer, proof that she has applied for and is eligible to receive employment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or disqualified from receiving unemployment insurance benefits is not eligible for maternity leave allowance.
- (b) Pursuant to the SUB Plan, the maternity leave allowance will consist of:
 - (1) fifteen (15) additional weekly payments, equivalent to the difference between employment insurance gross benefits and any other earnings received by the employee and eighty-five (85%) percent of the employee's basic pay.

11.15 Parental Leave Allowance

(a) An employee who qualified for parental leave pursuant to Article 15.11(c), shall be paid a parental leave allowance in accordance with the SUB Plan. In order to receive this allowance, the employee must provide to the Employer, proof of application and eligibility to receive unemployment 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.

(b) Pursuant to the SUB Plan and subject to leave apportionment pursuant to Article 15.11(c)(2), the parental leave allowance will consist of a maximum of thirty-five (35) weekly payments, equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and seventy-five (75) percent of the employee's basic pay.

Note: This Parental Leave and Allowance applies to all births and adoptions that occurred on or after December 31, 2000.

11.16 Benefit Waiting Period Allowance

An employee who qualifies for and takes leave pursuant to Clause 15.11(d), shall be paid a leave allowance equivalent to two (2) weeks at 85% of the employees basic pay.

11.17 Maternity and/or Parental and/or Pre-Adoption Leave Allowance Repayment

(a) To be entitled to the maternity, and/or parental, benefit waiting period and/or pre-adoption leave allowances pursuant to Article 11.16, 11.14 and/or 11.15 and 15.11(b), an employee must sign an agreement that he/she will return to work and remain in the Employer's employ for a period of at least six (6) months or equivalent to the leaves taken, whichever is longer, after his/her return to work.

(b) Should the employee fail to return to work and remain in the employ of the Employer for the return to work period in (a) above, the employee shall reimburse the Employer for the maternity, parental, benefit waiting period and/or pre-adoption leave allowance received under Articles 11.16, 11.14, 11.15 and/or 15.11(b) on a pro-rata basis.

11.18 Benefits Upon Layoff

Regular employees who have completed three months of service and are receiving an allowance pursuant to Article 11.16, 11.14 and/or 11.5 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 12 - OVERTIME**12.01 Authorization and Application of Overtime**

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

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

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

12.02 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) For the purpose of calculating the hourly rate for overtime, an employee's biweekly rate shall be divided by seventy-five (75).
- (c) Overtime shall be compensated in thirty (30) minute increments. Employees shall not be entitled to any compensation for periods of overtime of less than ten (10) minutes per day.

12.03 Overtime Compensation

- (a) Overtime worked shall be compensated at the following rates:
 - (1) double time for overtime hours worked on a regularly scheduled work day; 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 his/her regular day's pay and shall receive additional compensation at the rate of double time for all hours worked; except for Christmas and New Year's when the additional compensation shall be at the rate of double time and one-half for all hours worked.
- (c) If a Building Manager is required to stay later than the end of the shift of the fifth (5) day of work, all such time shall be deemed as overtime and paid in accordance with Articles 10.01(d) and 12.03(a)(1) and (2).
- (d) Overtime shall be compensated in cash. Staff requests for time off in lieu of cash payments will be granted where staff availability, workload and other operational considerations permit.

12.04 Right to Refuse Overtime

When overtime is deemed necessary by the employer, no employee shall be required to work overtime, except when required to do so in emergency situations. All overtime work shall be mutually agreed to by the employee beforehand and the employer shall give advance notice, whenever possible. All overtime work shall be in compliance with the terms and conditions contained within the agreement. No employee will be disciplined for exercising his/her right to refuse overtime.

12.05 Recording of Overtime

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

12.06 No Layoff to Compensate for Overtime

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

12.07 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 his/her regular work day, shall be paid at the rate of straight time for the hours so worked, up to and including the normal hours in the work day 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 his/her regularly scheduled work days, shall be paid at the rate of straight time for the days so worked up to and including the normal work days in the work week of a full-time employee.

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

12.08 Rest Interval After Overtime

An employee required to work overtime adjoining his/her regularly scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime work and the start of his/her next regular shift. If eight (8) clear hours are not provided, overtime rates shall apply to hours worked on the next regular shift.

12.09 Overtime for Callout - Maintenance Staff

(a) When an employee responds to an emergency callout before or after his/her normal shift, he/she shall be compensated at two (2) times his regular hourly rate for all time while on such calls from the time the employee leaves his residence or location at which such call is received and including normal travel time to and from his residence or location.

(b) When an employee is designated by pre-arrangement to be on call, such employee shall carry a pager and be paid a stand-by premium of two (2) hours at the employee's regular rate on week days and three (3) hours on the employee's regular days of rest and four (4) hours on general and proclaimed holidays.

(c) Maintenance personnel shall be required to work on a rotating basis on a frequency no greater than one (1) week in three (3) at a time on emergency call-out service. Any greater frequency shall be by mutual agreement between the employer and the union.

(d) The Employee shall have the option to be paid the appropriate overtime, or to bank up to two (2) days quarterly. Time off shall be scheduled by mutual agreement between the Employee and the immediate Supervisor, time not taken shall be paid out quarterly in cash.

(e) *Call-out Time Which Abuts the Succeeding Shift*

(1) If the call-out is for three (3) hours or less, the employee will be required to work the call-out period and the whole of the abutting shift. In this case, compensation shall be at overtime rates for the call-out period and straight time rate for the regular shift.

(2) If the call-out is longer than three (3) hours, the employee will be required to work the call-out period and a portion of the abutting regular shift. The portion of the regular shift which must be worked will be the regular shift less the amount that the call-out exceeds three (3) hours. Compensation shall be at overtime rates for the call-out period and straight time for the regular shift without shortfall.

(f) In a call-out situation where at least (3) hours which do not abut the succeeding shift are worked in the ten (10) hours preceding the start of the regular shift, there shall be an elapsed time of eight (8) hours between the end of the call-out and the time the employee reports for duty on their next regular shift with no shortfall out of the regular shift.

(g) If the elapsed eight (8) hour period following overtime results in less than two (2) hours of the regular shift available for work, an employee shall not be required to report for work on that shift with no shortfall.

(h) Time spent by an employee travelling to work or returning to their residence before and after call-out shall not constitute time worked but shall be compensated at the overtime rate.

(i) Should the employee be required to work that period which is considered free from work in the regular shift, as provided in (f), (g) and (e)(2) above, then that portion of the shift shall be compensated at overtime rates.

12.10 Overtime Meal Allowance

(a) When an employee is required to work in excess of two and one-half (2½) hours overtime immediately before or after completion of his/her scheduled daily hours, he/she shall be reimbursed with an overtime meal allowance, and a meal break of one-half (½) hour with pay will be given. The overtime meal allowance shall be thirteen dollars (\$13) effective February 26, 2001.

(b) If an employee continues to work overtime beyond three (3) hours, a further meal allowance and meal break as above shall be provided upon completion of an additional four (4) hours worked, and upon completion of every three (3) hours worked thereafter.

(c) 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 his/her regular shift times for a normal work day.

(d) Changes to the allowance in (a) as a result of changes to the BC Government Master Agreement will be applied to this Article.

- Effective April 1, 2001: \$13.25
- Effective April 1, 2002: \$13.50
- Effective April 1, 2003: \$14.00

12.11 Travel Time

(a) An employee on travel status shall be reimbursed in hours/days off in lieu of all time beyond his/her normal working hours spent travelling on Commission business from point to point, including travel delays incurred due to factors outside the employee's control, but not for meal breaks, lodging time, or time spent other than travelling.

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

(c) An employee who incurs overtime while travelling on Commission business, but not on travel status, shall be paid at the applicable overtime rates (Article 12.03) beyond his/her normal working hours.

ARTICLE 13 - GENERAL HOLIDAYS

13.01 Paid Holidays

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

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

(b) It is understood that Heritage Day shall be recognized as a designated paid holiday upon proclamation. Any other holiday proclaimed as a holiday by the Federal or Provincial Governments, shall also be a paid holiday.

13.02 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 the preceding section already applies to the Monday), shall be deemed to be the holiday for the purpose of this Agreement.

13.03 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) If an employee is called in to work on the day designated as the lieu day pursuant to (a) above, he/she shall be compensated as described in Article 12.03.
- (c) If an employee is called into work on the day to which the holiday was moved, he shall be compensated at two (2) times the regular rate plus his regular rate.

13.04 Holiday Falling on a Scheduled Work Day

- (a) An employee who works on a designated holiday which is a scheduled work day 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 by mutual agreement between the supervisor and employee.
- (c) In order to accommodate long weekends for employees who work other than a Monday to Friday work week, any other scheduling of days off for statutory holidays shall be by mutual agreement between the supervisor and the employee, provided this re-scheduling does not result in additional payment of premiums.

13.05 Holiday Coinciding with a Day of Vacation

- (a) 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.

13.06 Christmas or New Year's Day Off

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

13.07 Eligibility

Employees who have established seniority, in accordance with Article 9 and are not on leave without pay, shall receive their regular day's wage for the general or proclaimed holidays as set out in Article 13.01.

13.08 Municipal Holiday

It shall be the responsibility of the Employee working in the Area of the proclaimed Municipal Holiday to advise the Employer of said proclaimed Municipal Holiday prior to the holiday, in order to be eligible for the holiday.

13.09 Regular Part-time Employees

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

ARTICLE 14 - ANNUAL VACATIONS

14.01 Vacation

(a) *"Vacation Year"*

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

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

(b) An employee earns, but is not entitled to receive, vacation leave during the first six (6) months of continuous employment.

(c) A regular full-time employee who has received at least ten (10) days' pay at straight time rates for each calendar month will have an annual vacation entitlement as follows effective January 1, 2001:

Vacation Years	Work Days	Effective Jan. 1, 2002
First to Second.....	15	
Third.....	15	16
Fourth.....	16	17
Fifth.....	18	19
Sixth.....	19	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 (1¼) days for each month for which the employee earns ten (10) days' pay.

(e) During the first and subsequent vacation years an employee will earn one-twelfth (1/12) of the annual entitlement for each month in which the employee has received at least ten (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 carry over under Article 14.05, the scheduling and completion of vacations shall be on a calendar year basis.
- (g) The calendar year in which an employee's first anniversary falls shall be the first vacation year. For the purpose of additional leave entitlement, the calendar year in which the third anniversary falls shall be the third vacation year; in which the fourth anniversary falls shall be the fourth vacation year, etc.
- (h) An employee is not entitled to receive cash in lieu of vacation time, except upon termination, resignation, retirement or in the first partial year of service where employment commenced after July 1st.
- (i) Commencing the calendar year 2001, regular part-time employees shall receive vacation time off with vacation pay on a prorated basis.

14.02 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 his/her supervisor, anytime during the vacation year.
- (b) Vacation schedules, once approved by the Commission, shall not be changed other than in cases of emergency, except by mutual agreement between the employee and his/her immediate supervisor.
- (c) Preference in the selection and allocation of vacation time shall be determined within each work centre or department on the basis of service seniority. Employees wishing to split their vacations shall exercise seniority rights in the choice of the first vacation period. Such seniority shall prevail in the choice of the second vacation period but only after all other first vacation periods have been selected. Such seniority shall prevail in the choice of subsequent vacation periods in like manner.
- (d) Vacation schedules will be circulated and posted by March 1st each year.
- (e) An employee who does not exercise his/her seniority rights within two (2) weeks of receiving the vacation schedule shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.
- (f) An employee who transfers to another work centre where the vacation schedule has already been completed will not be entitled to exercise his/her seniority rights for that year only. However, every effort shall be made to grant vacation at the time of the employee's choice.
- (g) An employee transferred in accordance with Article 7.14 by the Employer shall maintain his/her vacation period and no other employee's vacation time shall be affected thereby.
- (h) The Employer will ensure that employees may schedule at least two (2) weeks' vacation during prime time between mid-June and Labour Day.

14.03 Salary Payment

- (a) When a payday falls during a regular employee's vacation, the employee shall be entitled to have the pay cheque forwarded to a mailing address supplied by the employee in writing, or
- (b) Once per calendar year, upon ten (10) days written notice, a regular employee shall be entitled to receive, prior to commencement of a vacation, a payroll advance equivalent to the amount of his/her regular pay cheque issued during the vacation period, except that no payroll advance shall be issued in December for any pay periods that fall in January or in March for any periods that fall in April.
- (c) Payment for vacations will be made at an employee's basic salary except if an employee has been working in, and paid for, a higher-paid position than his/her regular position for a majority of his/her

regular scheduled days during the sixty (60) working days immediately preceding his/her vacation, in which case he/she shall receive the higher rate.

14.04 Leave During Vacation

When an employee is in receipt of the Short Term Illness and Injury Plan benefits or on leave with pay in accordance with Clauses 15.05, 15.06 and 15.07 during his/her vacation period, there shall be no deduction from the vacation credits for such leave. The period of vacation so displaced shall be taken at a mutually agreed time. An employee intending to claim displaced vacation leave must advise the Commission and provide necessary documentation within seven (7) days of returning to work.

The provisions of this Article do not apply when an employee is on pre-retirement leave in accordance with Articles 11.10 (Retirement Allowance), 14.07 (Vacation Leave on Retirement and 15.14(a)(1) (Pre-Retirement Leave).

14.05 Vacation Carryover

An employee may carry over up to five (5) days vacation leave per vacation year to a maximum of fifteen (15) days at any time.

Employees in the first partial year of service may carry over up to five (5) days earned vacation leave into their first vacation year. For any credits earned beyond five (5) days, the employee shall be paid in cash on the final payday of that year.

14.06 Call Back 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, he/she shall be reimbursed for all expenses incurred thereby by him/herself, in proceeding to his/her place of duty and in returning to the place from which he/she was recalled upon resumption of vacation, upon submission of receipts (except for meals) to the Commission.
- (c) Time necessary for travel in returning to his/her place of duty and returning again to the place from which he/she was recalled shall not be counted against his/her remaining vacation entitlement.

14.07 Vacation Leave on Retirement

An employee who is scheduled to retire and to receive a superannuation allowance under the *Public Service Superannuation Act*, or who has reached the mandatory retirement age shall be granted full vacation entitlement for the final calendar year of service.

14.08 War Service

- (a) Service with the active forces of the Crown during any war may be counted in the calculation for vacation leave entitlement after the employee has completed one (1) year of service with the commission. This regulation applies solely to those who served as members of the Commonwealth Forces.
- (b) *Duration of War*

The recognized dates of duration of the following wars are:

- World War II - from September 1, 1930 to June 30, 1947
- Korean Conflict - from August 7, 1950 to July 27, 1953

Discharge certificates must be presented before war service is recognized. Any war service with Her Majesty's Forces may be added to his period of service with the commission for the purpose of computing the required service for the additional vacation leave privilege.

(c) *Merchant Marine Service*

Service on the high seas (deep) during World War II may be credited toward the service requirement for vacation leave purposes. Employees are required to submit certified records of their deep sea time for assessment by the commission.

ARTICLE 15 - LEAVES OF ABSENCE

15.01 Special Leaves

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

- (1) marriage of the employee..... three (3) days;
- (2) attending wedding of the employee's child one (1) day;
- (3) birth or adoption of the employee's child..... two (2) days;
- (4) serious household or domestic emergency..... one (1) day;
- (5) moving household furniture and effects..... one (1) day;
- (6) attending his/her formal hearing to become a Canadian citizen one (1) day;
- (7) attend funeral as pallbearer or mourner..... one-half (½) day;
- (8) court appearance for hearing of employee's child..... one (1) day
- (9) In the case of serious illness or hospitalization of an elderly parent of the employee, when no one other than the employee can provide for the needs of the parent, and, after notifying their supervisor..... one (1) day per calendar year.

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

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

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

(e) An employee who has submitted his/her resignation will not be eligible for leave under (a)(1) and (5), during the two (2) week period prior to the last day of employment.

15.02 Leave for Medical and Dental Care

(a) Where it is not possible to schedule medical and/or dental appointments outside regularly scheduled working hours, reasonable time off for medical and dental appointments for employees or for dependent children shall be permitted, but where any such absence exceeds two (2) hours, the full-time absence shall be charged to the entitlement described in Clause 15.04.

(b) Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their credit described in Clause 15.04 the necessary return travelling time to receive personal or immediate family medical and dental care at the nearest medical centre. The Commission may request a certificate of a qualified medical or dental practitioner, as the case may be,

stating that treatment could not be provided by facilities or services available at the employee's place of residence.

15.03 Family Illness Leave

- (a) In the case of illness or hospitalization of a dependent child of an employee, and when no one at the employee's home other than the employee can provide for the needs of the ill child, the employee shall be entitled, after notifying his/her supervisor, to use up to a maximum of two (2) days paid leave at any one time for this purpose.
- (b) The Employer may request a report from a qualified medical practitioner when it appears that a pattern of consistent absence is developing.

15.04 Maximum Leave Entitlement

- (a) Leaves taken under Clauses 15.01, 15.02 and 15.03 shall not exceed a total of ten (10) work days per calendar year.
- (b) The Commission may request a report from a qualified medical practitioner when it appears that a pattern of consistent absence is developing.

15.05 Bereavement Leave

- (a) In the case of bereavement in the immediate family an employee not on leave of absence without pay shall be entitled to special leave, at his/her 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 (5) work days.
- (b) Immediate family is defined as an employee's parent, wife, husband, common-law spouse, child, grandchild, brother, sister, father-in-law, mother-in-law and any other relative permanently residing in the employee's household or with whom the employee permanently resides.
- (c) In the event of the death of the employee's grandparent, son-in-law, daughter-in-law, brother-in-law or sister-in-law, the employee shall be entitled to special leave for one (1) day for the purpose of attending the funeral or service.
- (d) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.
- (e) Where established ethno cultural or religious practices provide for ceremonial occasions other than the bereavement period in (a) above, the balance of the bereavement leave as provided in (a) above, if any, may be taken at the time of the ceremonial occasion.

15.06 Leave for Court Appearances

- (a) The Commission shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.
- (b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.
- (c) An employee in receipt of his/her regular earnings while serving at court shall remit to the Commission all monies paid to him/her by the court, except travelling and meal allowances not reimbursed by the Commission.
- (d) Time spent at court by an employee in his/her official capacity shall be at his/her 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 his/her supervisor as soon as he/she is aware that such leave is required.

15.07 Educational and Training Leaves

- (a) When the Commission requires an employee to upgrade his/her skills or qualifications (see Article 7.08) during regular working hours, he/she will be considered to be on leave of absence with pay for the duration of the course and examination periods.
- (b) Any regular employee, who has completed his/her probationary period, may apply in writing for a leave of absence with pay of up to two (2) weeks' duration to take educational or training courses which are directly related to his/her ability to perform his/her present job, or which relate to his/her future growth and/or promotional prospects within the Commission. Such leave will be granted, provided that the application includes sufficient advance notice and that operational requirements can be covered. Only one such leave will be granted to an employee per year.
- (c) Any regular employee, who has completed three (3) years continuous service, may apply in writing for a leave of absence without pay of up to four (4) months duration to take educational or training courses of his/her choosing. 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.

15.08 Leave for Writing Examinations

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

15.09 Emergency Service Leave

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

15.10 Canadian Armed Forces Leave

- (a) Employees who participate in activities related to the Reserve Component of the Canadian Armed Forces may be granted leave of absence as follows:
 - (1) *With Pay* - where an employee is required to take annual training with Her Majesty's reserve forces provided any remuneration from the Government of Canada is remitted to the Commission;
 - (2) *Without Pay* - where an employee participates in a program of training for the purpose of qualifying for a higher rank; or
 - (3) *Without Pay* - where an employee, as a delegate, attends meetings of service associations or conferences related to the Canadian Armed Forces.
- (b) Any remuneration received from the Government of Canada for the purpose of activities related to the Canadian Armed Forces may be retained by the employee when on leave of absence without pay, or where he/she chooses to use part or all of his/her annual vacation entitlement for these activities.

15.11 Maternity, Pre-Adoption and Parental Leave**(a) Maternity Leave**

A pregnant employee shall qualify for maternity leave upon completion of the initial probation period.

- (1) An employee is entitled to maternity leave of up to fifteen (15) weeks without pay.
- (2) An employee shall notify the Employer in writing of the expected date of the termination of her pregnancy. Such notice will be given at least ten (10) weeks prior to the expected date of termination of the pregnancy.
- (3) The period of maternity leave alone or in combination with the leave period of 15.11(c) shall commence six (6) weeks prior to the expected date of the termination of the pregnancy. The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner or registered midwife.
- (4) The Employer shall, with the agreement of the employee, defer the commencement of maternity leave for any period approved in writing by a qualified medical practitioner. Where an employee who is at work becomes ill or injured following the commencement of the six (6) week period in (3) above, such illness or injury shall be converted by application of the Short-term Illness or Injury Plan 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 an abnormal condition of pregnancy and the employee returns to work before the scheduled commencement date of maternity leave, the period of absence will be covered by STIIP.
- (5) Maternity leave for employees in their initial probation period shall be in accordance with the *Employment Standards Act*.

(b) Pre-Placement Adoption Leave

- (1) Upon request and with appropriate documentation, an employee is entitled to pre-adoption leave without pay of up to 7 weeks (245 work hours) per calendar year with an allowance of 85% of their basic pay during the leave period.

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

- (i) attending mandatory pre-placement visits with the prospective adoptive child.
- (ii) to complete the legal process required by the child's or children's country for an international adoption while the employee is in that country.

Leave under this provision will end with the placement of the adoptive child(ren) and may not be used for an employee to travel.

Pre-placement visits are not normally required where the adoption is a direct placement. Examples of direct placement adoptions are:

- adoptions by a family member
- adoptions by the partner of a birth parent; and
- adoptions by foster parents if the child or children were living with the foster parents immediately before the adoption process.

(c) *Parental Leave*

(1) Upon written request an employee shall be entitled to parental leave of up to thirty-five (35) consecutive weeks without pay. The leave period may be extended by an additional five weeks where the employee's claim is extended pursuant to Section 12 (7) of the *Employment Insurance Act*.

(2) Where both parents are employees of the Employer, the employees shall determine the apportionment of the thirty-five (35) weeks parental leave between them.

(3) Such written request pursuant to (1) above must be made at least four (4) weeks prior to the proposed leave commencement date.

(4) Leave under this clause shall commence:

(i) in the case of a mother, immediately following the conclusion of leave taken pursuant to 15.11(a) or 15.11(d).

(ii) in the case of the other parent, immediately following the birth or placement of the adoptive child.

(iii) the commencement of the leave taken pursuant to (i) or (ii) above may be deferred by mutual agreement, however, the leave must conclude within the 52 week period after the date of birth or placement of the adoptive child. Such agreement shall not be unreasonably withheld. Such leave must be supported by appropriate documentation.

(d) *Maternity/Parental Leave During The Benefit Waiting Period*

Where an employee is entitled to and takes leave pursuant to 15. 11 (a) and/or (c) and is required by Employment Insurance to serve a two week waiting period for Employment Insurance Maternity/Parental benefits, the employee will be entitled to a leave of two weeks without pay immediately before leaves pursuant to 15.11 (a) or (c) as the case may be. This leave is for the express purpose of covering the Employment Insurance benefit waiting period.

(e) *Benefits Continuation*

(1) For leaves taken pursuant to Articles 15.11(a), (b), (c) and (d), 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.

(2) Notwithstanding (1) above, should an employee deemed to have resigned in accordance with Article 15.11 (g), or fail to remain in the employ of the Employer for at least six months or a period equivalent to the leave taken at (1) above, whichever is longer, after their return to work, the Employer will recover monies paid pursuant to this clause on a pro rata basis.

(f) *Deemed Resignation*

An employee shall be deemed to have resigned on the date upon which leave pursuant to Articles 15.11(a), (b), (c) or (d) commenced unless he/she advised the Employer of his/her intent to return to work one (1) month prior to the expiration of the leave taken pursuant to Clause 15.11 - Maternity, Pre-Adoption and Parental Leave or if he/she does not return to work after having given such advice.

(g) *Entitlements Upon Return to Work*

(1) An employee who returns to work after the expiration of maternity, parental, or pre-adoption 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.

(2) On return from maternity, parental or pre-adoption leaves, an employee shall be placed in the employee's former position or in a position of equal rank and basic pay.

(3) Notwithstanding Articles 14.01(c) and 14.05, vacation entitlements and vacation pay shall continue to accrue while an employee is on leave pursuant to Articles 15.11(a) and its waiting period providing:

- (i) the employee returns to work for a period of not less than six (6) months; and
- (ii) the employee has not received parental allowance pursuant to Article 11.15; and
- (iii) the employee was employed prior to February 26, 2001.

Vacation earned pursuant to this clause may be carried over to the following year, notwithstanding Article 14.05.

(4) Employees who are unable to complete the return to work period in (3) as a result of proceeding on maternity, parental or pre-adoption 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.

(h) *Effective Date*

Revisions to the provisions of Articles 11 and 15 from those of the BCGEU/BCHMC Agreement expiring April 30, 1992, shall be effective one (1) month after the date compliance authorization for the Supplemental Unemployment Benefit Plan is received from Human Resources Development Canada Canada.

15.12 Full-time Union or Public Duty Leave

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

- (a) For employees who seek election in a Municipal, Provincial or Federal election, for a maximum period of ninety (90) days;
- (b) For employees selected for a full-time position with the Union or any body to which the Union is affiliated for a period of one (1) year;
- (c) For employees elected to a public office for a maximum period of five (5) years.

15.13 General Leave

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

15.14 Pre-retirement Leave

- (a) An employee scheduled to retire and to receive a superannuation allowance under the *Public Service Superannuation Act*, or who has reached the mandatory retirement age, shall be entitled to:

- (1) a special paid leave for a period equivalent to fifty percent (50%) of his/her accumulated sick leave bank credit, to be taken immediately prior to retirement; or
 - (2) a special cash payment of an amount equivalent to the cash value of fifty percent (50%) of his/her accumulated sick bank credit, to be paid immediately prior to retirement and based on his/her current rate of pay.
- (b) Sick bank credit for the purpose of this clause means credit accumulated prior to January 1, 1978, which has not been utilized prior to retirement.

15.15 Elections

Any employee eligible to vote in a federal, provincial, or municipal election or referendum shall have the required consecutive, clear hours during the hours in which the polls are open in which to cast his/her ballot.

ARTICLE 16 - HEALTH AND WELFARE BENEFITS

16.01 Basic Medical Insurance

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

16.02 Extended Health Care Plan

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

16.03 Dental Plan

- (a) The Commission shall pay the monthly premium for employees entitled to coverage under a mutually acceptable plan which provides:
- (1) Part A - 100 percent coverage;
 - (2) Part B - 65 percent coverage;
 - (3) Part C - 50 percent coverage (effective April 1, 2001: 55%)
- (b) Effective April 1, 2001, orthodontic services are subject to a lifetime maximum payment of \$3,500 per patient.

16.04 Group Life Insurance

- (a) The Commission shall provide a mutually acceptable group life plan with benefits equivalent to three times an employee's annual salary, with a minimum of eighty thousand dollars (\$80,000).
- The Commission shall pay one hundred percent (100%) of the premium on the base eighty thousand dollars (\$80,000) and the employee shall pay the premium for any insurance over the base minimum.
- (b) Employees shall as a condition of employment, enrol in the Group Life Plan and shall complete the appropriate payroll deduction authorization forms.
- (c) The Group Life Plan shall include the following provisions for accidental dismemberment:

- (1) loss of both hands or feet the principal sum;
 - (2) loss of sight of both eyes..... the principal sum;
 - (3) loss of one hand and one foot the principal sum;
 - (4) loss of one hand or one foot and sight of one eye..... the principal sum;
 - (5) loss of one hand or one foot..... one half the principal sum;
 - (6) loss of sight of one eye one-half the principal sum;
- (d) The Commission and the Union agree to implement an Advanced Payment Program for the terminally ill under the circumstances described in Information Appendix 1.
- (e) Commission employees will be insured against accidental death resulting from travel by air on Commission business as provided under the B.C. Government policy.

16.05 Employment Insurance

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

16.06 Medical Examination

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

16.07 Health and Welfare Plan Documents

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

16.08 Legislative Changes

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

16.09 Health and Welfare Benefits

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

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

16.10 Report Inability to Work

The Employee shall inform the Employer within half (½) an hour after commencement of shift of the Employee's inability to report to work because of illness or injury, unless the Employee can provide satisfactory evidence of his/her inability to report within that time, otherwise the Employee will be considered to be on leave without pay and subject to disciplinary action.

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

Employees shall be entitled to coverage for short-term illness and injury and long-term disability in accordance with terms and conditions outlined as follows:

- (a) Short-Term Illness and Injury Plan - Appendix C, Part I.
- (b) Long-Term Disability Plan - Appendix C, Part II.

ARTICLE 18 - LAYOFF AND RECALL

18.01 Layoff and Recall Procedure

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

- (1) "Short-term" employees shall be laid off, in reverse order of seniority, prior to regular employees;
- (2) Regular part-time employees shall be laid off prior to regular employees in reverse order of seniority;
- (3) Regular employees shall be laid off in reverse order of seniority.
- (4) In the event of a layoff of employees with three (3) or more years of seniority, the following shall apply:
 - (i) Employees shall have the right to displace employees who have less seniority within the same geographical region and same job title and classification; or
 - (ii) Displace a less senior regular or short-term employee within the same or lower classification within the same geographic region subject to being able to perform the job after a period of familiarization. The familiarization period shall be subject to the provisions of Article 7.07 of the Collective Agreement; or
 - (iii) The provisions of Article 25 shall apply upon exercising the right to displace the most senior short-term employee. A regular employee who chooses to displace the most senior short-term employee shall remain on a recall list for regular vacancies for a period of one year. In the event of a recall, all straight time hours worked as a short-term employee will be credited as regular seniority.
 - (iv) For these employees exercising their rights pursuant to (i) above, they shall be deemed to have met the qualifications for the position.

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

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

(d) (1) Within thirty (30) days of receipt of notice of layoff, or of refusing job offers in accordance with Section 18.01(b) and (c), a regular employee with less than three (3) years of

seniority may elect to have his/her 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 (1) week's pay for every year of service or major part thereof.

(2) A regular employee with three (3) or more years seniority, the following shall apply: Within thirty (30) days of receipt of notice of layoff, or of refusing job offers in accordance with Section 18.01(b) and (c), or declining to exercise his/her option pursuant to Section 18.01(a)(4)(i) and (ii), the employee may elect to be placed on the recall list for one year or shall be deemed to have resigned with severance pay based upon years of service as follows:

- (i) For the first year of completed employment, three (3) weeks current salary;
- (ii) For the second year of completed employment, three (3) weeks current salary;
- (iii) For each completed year thereafter, one-half (½) months current salary.

The employee will not receive an amount greater than six (6) months current salary, nor will an employee receive more severance pay than he/she would have received in salary had he/she remained employed from date of severance to age sixty-five (65).

- (e) (1) Regular employees on layoff shall be recalled in order of seniority. Employees on layoff shall keep the Commission informed of their current address and phone number for recall purposes. Should an employee change his/her address or phone number during the period of layoff, he/she shall inform the Commission of such change.
- (2) Any employee who is laid off and who fails to return to work within ten (10) working days notification to return to work shall be deemed to be terminated. An employee must respond to recall to a lower classification job, but may decline such and remain on the recall list. An employee who fails to respond to any written notice of recall shall be deemed to be terminated.
- (3) A regular employee on layoff who fails to respond and report to work within the time limits specified in 18.01(e)(2), on a recall to a job of a continuing nature of equal or higher classification than that job from which he/she was laid off shall be terminated.

18.02 Advance Notice

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

ARTICLE 19 - SUSPENSION AND DISMISSAL

19.01 Suspension

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

19.02 Dismissal

- (a) The Commission may dismiss any employee for just cause. Notice of dismissal shall be confirmed in writing and shall set forth the reasons for dismissal.
- (b) Any employee whose employment is terminated by the employer for any reason other than just cause and who has been employed for five (5) years or longer, shall receive one (1) week's pay for every year of employment up to a maximum of ten (10) years.

19.03 Dismissal for Abandonment of Position

An employee who fails to report for duty for five (5) consecutive work days without informing the Commission of the reason for his/her absence will be presumed to have terminated his/her employment. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not having informed the Commission.

19.04 Burden of Proof

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

19.05 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 (5) days of the date of receipt of the request, and for those five (5) days from that date, time does not run in respect of the grievance procedure;
- (d) the Employer Representative and the Union Representative who handled the grievance at Step 3 will represent their respective parties before the Investigator.

ARTICLE 20 - RESOLUTION OF GRIEVANCES**20.01 Grievance Recognition**

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

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

20.02 Grievance Procedure

- (a) *Step 1* - Every effort shall be made by the employee and his/her supervisor to settle the dispute through forthright discussion. The aggrieved employee shall have the right to have his/her steward present at such a discussion.
- (b) *Step 2* - If the dispute is not resolved orally, the aggrieved employee may, within twenty (20) working days of the occurrence or of first learning of the occurrence, submit a written grievance as follows:
 - (1) Record his/her 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, through the steward.
- (c) The Manager shall provide the steward with a date received copy of the grievance. Following his/her investigation, but not later than ten (10) working days after receipt of the grievance at step 2, the Manager will reply in writing to the steward.
- (d) *Step 3* - Should the grievance remain unresolved, or the time limit for a reply not be met, the Union may, within twenty (20) working days, refer the matter to the Chief Executive Officer.
- (e) The Chief Executive Officer, or his/her designate, shall investigate all matters pertaining to the grievance and reply in writing to the Union within twenty (20) working days of receipt of the grievance at step 3.
- (f) *Step 4* - Failing resolution at step 3, or if the time limit for a reply has not been met, the grievance may be submitted to arbitration by the President of the Union, or his/her designate. In such a case, he/she will do so within twenty (20) working days of receipt, and notify the Commission of his/her intention.

20.03 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.

20.04 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.

20.05 Deviation from Grievance Procedure

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

20.06 Technical Objections to Grievances

It is the intent of both parties to this Agreement that no grievance shall be defeated merely because of a technical error, other than time limitations, in processing the grievance through the grievance procedure. To this end an Arbitration Board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

20.07 Policy Grievance

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

20.08 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 his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record. Upon the employee's request any such document, other than formal employee appraisals, shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued provided there has not been a further infraction. The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware of at the time of filing.

20.09 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 his/her designate, within two (2) working days of action being taken. The grievance may commence at Step 2 of the grievance procedure within twenty (20) working days of the date on which the suspension occurred, or within twenty (20) working days of the employee receiving notice of suspension.

(b) In the case of a dispute arising from an employee's dismissal, a copy of the written notice of dismissal shall be forwarded to the President of the Union, or his/her designate, within two (2) working days of action being taken. The grievance may commence at Step 3 of the grievance procedure within twenty (20) working days of the date on which the dismissal occurred, or within twenty (20) working days of the employee receiving notice of dismissal.

20.10 Personnel File Access

An employee, or President of the Union, or his/her 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 his/her designate, as the case may be, shall give the Commission twenty-four (24) hour notice prior to having access to such files.

ARTICLE 21 - ARBITRATION**21.01 Notification**

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

21.02 Composition of the Board of Arbitration

When a party has requested that a grievance be submitted to arbitration, it shall indicate to the other party to the Agreement within seven (7) days:

(a) Its intention to submit the matter in dispute to a single arbitrator to be agreed upon by both parties. Should either party not agree to submit the dispute to a single arbitrator, both parties shall then have seven (7) days to name their appointee pursuant to (b) of this article.

(b) The name of its appointee to a Board of Arbitration. Within seven (7) days thereafter the other party shall indicate the name of its appointee to the Board of Arbitration. The two appointees shall then meet to select an impartial chairman.

21.03 Failure to Appoint

If the recipient of the notice fails to appoint an arbitrator, or the two appointees fail to agree upon a Chairman within seven (7) days of their appointment, the appointment shall be made by the Minister of Labour.

21.04 Board Procedure

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

21.05 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 Chairman shall be the decision of the Board. The decision of the Arbitration Board shall be final, binding and enforceable on the parties. The Board shall have the power to dispose of a discharge or discipline grievance by any arrangement which it deems just and equitable. However, the Board shall not have the power to change this Agreement or to alter, modify or amend any of its provisions.

21.06 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairman of the Arbitration Board to reconvene the Board to clarify the decision, which it shall make every effort to do within seven (7) days.

21.07 Expenses of Arbitration Board

Each party shall pay:

- (a) The fees and expenses of the Arbitrator it appoints.
- (b) One-half (1/2) of the fees and expenses of the Chairman.

21.08 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 ACCIDENT PREVENTION**22.01 Statutory Compliance**

The Union and the Commission agree that regulations made pursuant to the *Workers' Compensation Act*, the *Employment Standards Act*, or any other statute of the Province of British Columbia pertaining to the working environment, shall be fully complied with.

22.02 Safety Committees

- (a) The Commission and the Union agree to the continuance of safety committees established in various locations for the prevention of injury, illness and property damage, and for the promotion of safety training and awareness.
- (b) Each committee shall include a suitable number of employee representatives of the bargaining unit, who will be appointed by the Union. Such representatives shall receive their normal pay while attending committee meetings.

22.03 Unsafe Working Conditions

No employee shall be disciplined for refusal to work on a job which, in the opinion of:

- (a) a member of the Safety Committee; or
- (b) a person designated by a Safety Committee,

after an on-site inspection and following discussion with a representative of the Commission, does not meet the standards established pursuant to the *Workers' Compensation Act*.

22.04 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 his/her shift without deduction from the Short-term Illness and Injury Plan.

22.05 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an on-the-job accident shall be at the expense of the Commission.

22.06 Investigation of Accidents

The local Safety Committee shall be notified of each accident or injury and shall investigate and report to the Union and Commission on the nature and cause of the accident or injury. In the event of a fatality the Commission shall immediately notify the President of the Union, or his/her designate, of the nature and circumstances of the accident.

22.07 Clearance from Doctor to Resume Work

When an employee suffers from a compensable injury, said employee shall resume work within the unit, when the employee receives clearance to do so by the doctor or the Workers' Compensation Board.

22.08 Safety Footwear

- (a) Safety footwear that meets WCB Regulation Standards (Part 8, 8.22) must be worn by all staff.
- (b) The Employer shall reimburse each employee an annual boot allowance of up to one hundred and fifty (\$150.00), upon submission of the original receipt.
- (c) Short-term employees shall be eligible for this allowance upon completion of ninety (90) work days each calendar year, and thereafter be entitled to reimbursement in accordance with this Article upon completion of the equivalent of 1 (one) year's work.
- (d) Short-term seasonal staff hired on an annual basis for a period of six months or longer will be eligible for the annual allowance outlined in (b).

22.09 Deputy Fire Safety Director

Building Managers are responsible for performing the duties of a deputy fire safety director, as outlined in the commission's building fire safety plans, during the normal work day.

22.10 Building Manager Special Training

The Employer shall provide training for Building Managers to assist them in dealing with difficult or violent residents.

ARTICLE 23 - TECHNOLOGICAL CHANGE**23.01 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.

23.02 Advance Notice

Two (2) months before the introduction of any technological change, the Employer shall notify the Union of the proposed change.

23.03 Retraining, Transfer or Early Retirement

(a) Wherever practical, an employee whose job is eliminated by technological change shall be eligible:

(1) for retraining to equip him/her to operate such new equipment, as outlined in Article 23.03(b). Should such retraining fail, Articles 23.03(a)(2) or (3) will apply.

(2) to transfer into a vacancy created by bumping, in the same or lower classification, provided that he/she presently has the necessary qualifications, merit and ability to do the job and has greater seniority than the incumbent. If the transfer takes place, Articles 7.06 and 11.02 will apply.

(3) if the transferring employee does not have the necessary qualifications, merit and ability to perform the lowest bumpable job, retraining will take place as outlined in Article 23.03(b). Should such retraining fail, Article 23.04 will apply.

(4) or early retirement as provided by the *Public Service Superannuation Act*.

(b) Retraining will be provided by the Commission without cost to employees, but employees must become capable of doing the new job within thirty (30) days (or such longer period as may be agreed to by the Commission and the Union).

(c) Articles 23.03(a)(2) or 23.04 will apply to an employee who has been bumped.

(d) Employees shall have the right to have their shop steward present when discussions on the above are taking place.

(e) Any dispute arising out of adjustment to technological change shall be resolved by reference to the grievance and arbitration provisions in articles 20 and 21.

23.04 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;
- (b) Early retirement as provided by the *Public Service Superannuation Act*;
- (c) Severance of employment as specified in Articles 23.05 and 23.06.

23.05 Severance Pay Eligibility

An employee shall be eligible for severance pay immediately if he/she elects termination under Clause 23.04(c). If he/she elects to go on a recall list under Clause 23.04(a) and is not recalled after six (6) months, he/she shall be eligible for severance pay at that time (in the same amount as he/she would have

received if he/she had elected termination immediately under Clause 23.04(c)) and his/her employment shall be terminated.

23.06 Payment of Severance Pay

Full-time regular employees eligible for severance pay under Clause 23.04 and Clause 23.05, or whose employment is terminated due to closure of all or part of the Commission's operation, shall be paid severance pay according to the following formula: employees with more than one (1) year of continuous employment shall receive two (2) weeks' pay for each full year of service, to a maximum of twenty-six (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.

23.07 Rehire

In the event an employee who has been severed in consequence of a technological change (and paid severance under Clause 23.06) is subsequently rehired, it is understood that he/she is hired only as a new employee for all purposes of this Agreement.

23.08 Other Claims

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

ARTICLE 24 - CONTRACTING OUT

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

It is agreed by the parties that the spirit and intent of this agreement may not limit Maintenance Employees to those duties, listed in "*Appendix B*" provided the Employee, in the opinion of the Employer, is capable and trained to perform the additional tasks.

The performance of additional duties by an Employee in one (1) region shall not prejudice the assignment of similar tasks in another region or by another Employee in the same classification in the same region.

ARTICLE 25 - SHORT TERM EMPLOYEES

25.01 Letter of Appointment

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

25.02 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 (6%) of his/her regular earnings. Vacation pay will be calculated and included on each biweekly pay cheque. Commencing the calendar year 2001, short-term employees who are recalled on an annual basis, for seasonal work, which is of a duration of six (6) months or longer, and providing seniority has not been lost, will be entitled to receive pay in lieu of vacation at the rate of eight percent (8%) of his/her regular earnings commencing in the eighth (8th) calendar year and ten percent (10%) commencing in the twelfth (12th) calendar year.

25.03 Applicable Articles

- (a) The following articles of this Collective Agreement will apply to short-term employees: 1, 2, 3, 4, 5, 6, 7.07, 7.08, 7.12, 7.17, 8, 10.01, 10.02, 10.03, 10.04, 10.05, 11.01, 11.02(b), 11.03, 11.04, 11.05, 11.06, 11.07, 11.08, 11.11, 12.01, 12.02, 12.03, 12.04, 12.05, 12.07, 12.10, 13.01, 13.02, 13.03, 13.04, 13.06, 15.15, 18.01(a)(1), 19, 20, 21, 22, 25, 26, 27, Appendix B.
- (b) Short-term employees shall be entitled to the provisions of Article 15.05, Bereavement Leave.
- (c) Maternity leave for short-term employees shall be in accordance with the *Employment Standards Act*.
- (d) Upon completing ninety (90) work days (seven and one-half hour shifts) a short-term employee's seniority shall include the accumulated ninety (90) work days.
- (e) Where a short-term employee reports to work as scheduled or instructed he/she shall be paid for two (2) hours wages at his/her regular hourly rate, if there is no work available or work of less than two (2) hours duration.

25.04 Designated Paid Holidays

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

25.05 Health and Welfare

- (a) In lieu of health and welfare benefits, short-term employees, effective date of signing shall receive compensation of fifty-three cents (53¢) per working hour, up to a maximum of thirty-nine dollars and seventy-five cents (\$39.75) per biweekly pay period.
- (b) Effective the commencement of the first pay period following signing, short-term employees who are recalled on an annual basis, for seasonal work, which is of a duration of six (6) months or longer, will be eligible for coverage under 16.01 - Basic Medical Insurance and 16.04 - Group Life Insurance after either completion of 1827 hours worked in 33 pay periods, or after working three consecutive years, without loss of seniority and maintaining 1200 hours worked at straight time rate within the previous 26 pay periods.
- (c) Short-term employees qualified under (b) above shall be entitled to maintain coverage under such plans for a maximum period of three consecutive months immediately following the month in which the layoff occurs by paying the premium themselves, or by the appropriate amount of hold back of pay in lieu of vacation as per 25.02.
- (d) When a short-term employee on layoff, who has previously qualified under (b) above and has not ceased to be entitled due to a loss of seniority, is recalled, the employee shall be entitled to the benefits under (b) above.

25.06 Seniority

- (a) Seniority shall continue during any leave of absence granted to the employee by the Employer.
- (b) Seniority shall not continue to accrue beyond seven (7) months' absence due to illness of an employee, except with written permission of the Employer.
- (c) For the purpose of layoff and recall, short-term employees who are on a claim recognized by the Workers' Compensation Board which arises out of a work-related injury while employed by BCHMC, shall earn seniority for all hours the employee would have worked had he/she not been injured and been able to stay on the job.

- (d) Seniority shall continue for seven (7) months when an employee is off work on account of injury received while on the job and is covered under the provisions of the *Workers' Compensation Act*.
- (e) Seniority shall be lost when an employee is on layoff for more than six (6) months.
- (f) Seniority shall be lost by groundskeepers who are unavailable to return to work after a minimum of one (1) week's notice of recall for available work.
- (g) Effective the calendar year 2001, short-term employees who are hired on an annual basis for seasonal work of a duration of six (6) months or longer, and providing seniority has not been lost as outlined above, will have their years of service since April 1, 1995 credited for the calculation of "vacation year" upon becoming a regular employee. For implementation purposed, current regular employees will have their vacation year calculated in accordance with this clause commencing the calendar year 2001.

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

ARTICLE 26 - GENERAL PROVISIONS

26.01 Municipal and School Board Offices

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

26.02 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(c). If not elected, the employee shall be allowed to return to his/her former position.

26.03 Donor Leave

An employee shall be granted the necessary leave of absence with pay for the purpose of donating bone marrow or an organ.

26.04 Labour Management Committee

- (a) There shall be established one (1) Labour/Management Committee composed of Members equal in number, represented by the Employer and the Union. The size of this Committee shall be two (2) Union Representatives and two (2) Employer Representatives.
- (b) The Committee shall meet at the call of either party at a mutually agreeable time and place. Employees shall not suffer any loss of basic pay for time spent on this Committee.

(c) An Employer Representative and a Union Representative shall alternate in presiding over Meetings, and circulating the minutes in a timely fashion.

(d) The Committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the Administration of this Agreement. The Committee shall not supersede the activities of any other Committee of the Union or of the Employer and shall not have the power to bind either the Union or its Members or the Employer to any decisions or conclusions reached in their discussions.

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

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

26.05 Commission Vehicles and Equipment

- (a) Operators must maintain vehicles and equipment to a clean and orderly standard.
- (b) Where an employee was not required to drive the Employer's vehicle prior to April 1, 1992, that condition shall remain in effect.

26.06 Employer Sponsored Training Courses

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

26.07 Use of Compounds

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

26.08 Transportation to Another Work Location

Any employee who is required to report to work at any designated location and then transported to another working location the same day by the employer shall be supplied transportation by the Employer back to the employee's point of origin. All time shall be paid for until back at that point of origin.

26.09 Pass Keys for Tenant Premises

All employees who are covered by this agreement and have "pass" keys for tenant premises issued to them shall perform their duties in accordance with Article 8.10(g).

ARTICLE 27 - HARASSMENT IN THE WORKPLACE

27.01 Harassment in the Work Place

- (a) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment and the Employer undertakes, where appropriate, to discipline any person employed by the Employer engaging in sexual harassment in the work place.

(b) *Sexual Harassment*

Sexual harassment is one form of discrimination and is defined as any unwelcome comment or conduct of a sexual nature that may detrimentally affect the work environment or lead to adverse job-related consequences for the victim of the harassment.

Examples of sexual harassment include but are not limited to:

- (1) a person in authority asking an employee for sexual favours in return for being hired or receiving promotions or other employment benefits;
- (2) sexual advances with actual or implied work related consequences;
- (3) unwelcome remarks, questions, jokes or innuendo of a sexual nature; including sexist comments or sexual invitations;
- (4) verbal abuse, intimidation, or threats of a sexual nature
- (5) leering, staring or making sexual gestures
- (6) display of pornographic or other sexual materials;
- (7) offensive pictures, graffiti, cartoons or sayings;
- (8) unwanted physical contact such as touching, patting, pinching, hugging;
- (9) physical assault of a sexual nature.

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

- (c) (1) An employee who wishes to initiate a complaint arising from alleged sexual harassment, may request assistance from a supervisor, manager, Union steward, Human Resources Officer or other contact person, to informally resolve the matter. If this results in a satisfactory resolution to the complainant the matter will be deemed to be resolved.
- (2) Where the informal process fails to resolve the matter to the complainant's satisfaction an employee may file a formal complaint in writing within one (1) year of the latest alleged occurrence through the Union directly to the Chief Executive Officer. In the circumstance that the Chief Executive Officer is the subject of the allegation the formal complaint may be filed with the Chairperson of the Board of Commissioners. Complaints of this nature shall be treated in strict confidence by both Union and the Employer.
- (3) An alleged offender shall be given notice of the substance of such a complaint under this clause and shall be given notice of and be entitled to attend, participate in and be represented at any hearing under this clause.
- (4) The Director, Personnel and Labour Relations shall investigate the complaint and shall submit a report in writing to the Chief Executive Officer as soon as possible, but within thirty (30) days of receipt of the complaint. The Chief Executive Officer shall, as soon as possible, but within thirty (30) days of receipt of the report take such steps as may be necessary to resolve the issue.
- (d) Where the matter is not resolved by the Chief Executive Officer's response, either party may within thirty (30) days of receiving the Chief Executive Officer's response, submit the complaint, through the Union, to adjudication. The Adjudicator will be jointly agreed to by the Union and the Employer. The Adjudicator shall have the right to:
- (1) dismiss the complaint;

- (2) determine the appropriate level of discipline to be applied to the offender; and
 - (3) make a further order as is necessary to provide a final and conclusive settlement of the complaint.
- (e) The person who alleges harassment may request the right to discontinue contact with the alleged harasser pending the results of the investigation. Such request will not be unreasonably denied. In cases of proven sexual harassment which may result in the transfer of a person employed by the Employer, where possible, it shall be the harasser who is transferred. The employee who is harassed shall not be transferred against the employee's will.
- (f) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer may take appropriate action. Such action shall only be for just cause and may be grieved pursuant to Article 20.
- (g) An alleged offender under this clause shall not be entitled to grieve disciplinary action taken by the Employer which is consistent with the decision of the Chief Executive Officer or the Adjudicator.

ARTICLE 28 - EXPIRATION OF AGREEMENT

28.01 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 September 1, 2004.
- (b) Where no notice is given by either party prior to September 30, 2004, both parties shall be deemed to have been given notice under this section on the expiry of September 30, 2004 and thereupon Article 28.02 of this Agreement applies.
- (c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Commission shall be given by the Chief Executive Officer (CEO) of the Commission.

28.02 Commencement of Bargaining

Where a party to this Agreement has given notice under Article 28.01 of this Agreement, the parties shall, within ten (10) days after the notice was given, or such other times as may be mutually agreed, commence collective bargaining.

28.03 Agreement to Continue in Force

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

28.04 Exclude Section 50 of the Labour Relations Code

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

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

George Heyman, President

George Lawrie, Director
Regional Operations

Brian Treverton, Chairperson
Bargaining Committee

Judy Hayes, Manager
Lower Mainland, West

Les Vincent, Bargaining Committee

Janet Flowers, Manager
Accounting

Lynn Green, Bargaining Committee

Agnes Ross, Director
Personnel & Labour Relations

John Langley, Staff Representative

Dated this _____ day of _____, 2002.

APPENDIX A RELOCATION EXPENSES

1. Relocation Expenses Will Apply:

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

2. Travel Expenses on Relocation

(a) *Initial Trip to Seek New Accommodation*

The Commission shall grant, with no loss of base pay, prior to relocation, at a time mutually agreeable to the Commission and the employee, up to five (5) days plus reasonable travel time, to an employee being relocated and shall reimburse the employee for travel expenses for the employee and his/her 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, dependents are spouse, dependent children, and anyone for whom the employee claims exemption on his/her federal income tax return.

The Commission shall reimburse the employee for travel expenses incurred during the relocation for himself, and dependents, for the actual travel time, plus up to seven (7) days at the new location, where the employee is unable to move into his/her new accommodation, such expense allowances to be in accordance with current agreements.

Meals: Adults - full rate
Children 12 and under - one-half (½) rate

Motel or Hotel: On production of receipts; private lodging at old or new location at current rate.

- (c) Where dependents of an employee relocate at a time different than the employee, the Employer shall reimburse the employee for his/her dependents' 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 his/her dependents' meals at the new location for a period of up to seven (7) days.

3. Living Expenses Upon Relocation at New Location

After the first seven (7) days have expired at the new location and the employee can establish to the satisfaction of the Commission that there is no suitable housing available, then:

- (a) The Commission shall pay an employee with no dependents a living allowance of seventeen dollars (\$17) per day up to a maximum of thirty (30) days; or

(b) The Commission shall pay an employee with dependents a living allowance of twenty-two dollars (\$22) per day up to a maximum of sixty (60) days;

(c) Where an employee is receiving the payment in (a) above and is later joined by his/her dependents 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 sixty (60) days.

4. Moving of Household Effects and Chattels

On relocation, the Commission shall arrange and pay for the following:

(a) Moving of household effects and chattels up to eight thousand one hundred sixty-five (8,165) kg including any item(s) which the contracted mover will accept as part of a load which includes hobbies, boats, outboard motors, washer, deep-freeze and refrigerators.

(b) Comprehensive insurance to adequately protect the employee's household effects and chattels during the move up to a maximum of twenty-five thousand (25,000) dollars.

(c) Where necessary, insured storage, up to two (2) months, upon production of receipts.

(d) The packing and unpacking of the employee's household effects and chattels.

(e) When an employee is being relocated and opts to move his/her own household effects and chattels the employee shall receive one of the following allowances:

(i) four hundred dollars (\$400) for a move not exceeding a distance of two hundred forty (240) kilometers;

(ii) seven hundred dollars (\$700) for a move which exceeds a distance of two hundred forty (240) kilometers;

(iii) one hundred seventy-five dollars (\$175) 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 Commission shall arrange and pay for the following:

(a) Moving of single wide mobile trailer or home up to maximum width allowed on highway with a permit including any skirting, cabanas or attachments. Where mobile homes in excess of the above are involved, the Commission will pay:

- The equivalent cost of moving a single wide mobile trailer or home up to the maximum width allowed on highway with a permit; or
- The real estate and legal fees involved in selling the extra wide trailer up to a maximum of four thousand dollars (\$4000).

- (b) Comprehensive insurance to adequately protect the employee's household effects, chattels and trailer during the move up to a maximum of twenty-five thousand dollars (\$25,000).
- (c) The setting up and levelling of a mobile home or double wide at the new location to a maximum of five hundred dollars (\$500) upon production of receipts.
- (d) The packing and unpacking of the employee's household effects and chattels if required.
- (e) Where an employee is living in a mobile home and chooses to move the mobile home to the new headquarters area, the employee shall be entitled to reimbursement for costs covered in (a) above up to a maximum of two thousand dollars (\$2,000) upon production of receipts.
- (f) Where the employee opts under this section to have a mobile home moved, there shall be no entitlement to the provisions of 4 and 12.

6. Moving of Personal Vehicles Upon Relocation

The Commission 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 Commission will pay for any additional transportation charges such as ferry fares, for the vehicle and trailer with or without load.

7. Cost of New Services Upon Relocation

The Commission 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 one hundred dollars (\$100).

8. Incidental Expenses on Relocation

The Commission 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 - five hundred dollars (\$500).

This section does not apply where the Commission pays for the moving of household effects.

- (b) When the employee is moving to a furnished house, suite, apartment or mobile home - two hundred twenty-five dollars (\$225).

This section applies where the Commission pays for the moving of household effects or when the new accommodation is furnished.

- (c) When the employee is moving with a mobile home - one hundred fifty dollars (\$150).

- (d) When the employee is moving to room and board - one hundred dollars (\$100).

The application for incidental expenses on relocation must be made by the employee on the appropriate form within sixty (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 sixty (60) days of suitable housing becoming available.

Failure to apply within sixty (60) days will not obviate payment but will result in that payment being made that coincides with the payment that would have been made had application been made on time.

9. Notice to Employee Upon Relocation

It is understood and agreed that the Commission will provide the employee with reasonable notice of the relocation effective date and wherever possible, at least one (1) clear calendar month notice shall be given. Where less than one (1) 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 Commission 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.

12. Real Estate and Legal Fees

On relocation, or within one (1) year of the effective date of relocation, an employee who purchases and/or sells his/her 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 six thousand dollars (\$6000) charged by a real estate agency for the selling of the employee's private dwelling home in which he/she resided immediately prior to relocation.
- (b) An employee, who has sold his/her own home without the aid of a realtor, shall be entitled to claim one thousand dollars (\$1000).
- (c) Allowance for legal fees encumbered upon the employee because of the purchase of his/her private dwelling house in which he/she lives after relocation will be paid in accordance with the following:
 - one percent (1%) of the first forty thousand dollars (\$40,000) of the purchase price.

- one-half ($\frac{1}{2}$) of one percent (1%) of any amount of the purchase price above forty thousand dollars (\$40,000).
- the total cost to the Employer under part (c) shall not exceed nine hundred dollars (\$900).

(d) Where an employee purchases a reasonable amount of property, secures a joint mortgage (land and private dwelling) and begins construction within six (6) months of relocation (i.e., foundation poured), he/she shall be entitled to reimbursement of legal fees not to exceed the amount specified in (c) above. In these circumstances, the reimbursement shall be for one transaction only.

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

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

Acceptable expenses:

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

Acceptable services:

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

Unacceptable expenses and services:

- solicitor's fee and disbursements in respect of an agreement for sale (includes land registry fees and searches) where the former residence is sold. These items are the responsibility of the purchaser;
- appraisal fees in respect of establishing a fair market value on the purchase of the new dwelling house;
- survey fees in respect of establishing proper boundaries on the purchase of the new dwelling house;
- disbursements for interest penalty in discharging a mortgage;
- legal expenses incurred in the sale of the former residence or the purchase of the new residence where due to financing, legal, or other unforeseen problems, the deal is not completed. Fees and expenses are only paid for the completed deal;

- extra costs are not payable or total cost is prorated in proportion to the floor area involved, when the employee's dwelling house contains revenue-producing living accommodation which entail extra legal costs or fees.

APPENDIX B
PART I - BUILDING MANAGER – (RESIDENT) AND/OR BUILDING MANAGER - (NON-RESIDENT) – MINOR MAINTENANCE

(a) *Electrical*

General

- change elements (stoves/furnaces)
- change fuses
- change switchcovers/switchplates
- change light bulbs and tubes
- check breakers
- test emergency lighting

Suite

- check thermostats and zone valves for operation
- clean and test smoke alarms

Mechanical Room

- visual inspection of mechanical equipment
- reset pumps/boilers
- check/reset thermostats on electrical hot water tanks
- relight pilots
- check/reset time clocks

(b) *Plumbing*

- change washers/stems
- change spouts/aerators
- change shower heads
- clean sink traps
- snake drains, toilet auger to be used, if required
- change/repair flappers, flush handles, toilet seats
- bleed air from heating systems
- drain hot water tanks for sediments
- check shutoffs
- caulk bathtubs
- fix mechanical stops in tubs/sinks
- change P traps/J bends
- winterize plumbing systems

(c) *Carpentry*

- Hardware replacement (locks, stops, strikers, handles, hinges, back sets)
- Adjust weather stripping
- Repair/replace bathroom hardware & accessories
- Repair drapery tracks and fittings
- Secure broken windows and doors
- Touch-up painting and staining
- Adjust handrails
- caulking
- adjust door closers

- (d) *Mechanical*
 - change filters
 - Emergency generator start up
- (e) *Appliances*
 - change butter doors, freezer doors, crisper trays, glass trays, bottle bars
 - moving and levelling of appliances
 - duct work repairs for dryers
 - replace supply hose for washers
- (f) *Exterior*
 - fencing (renail boards and repair hardware)
 - repair/replace signage and numbers
 - clean gutters and debris from roofs
 - remove/replant damaged shrubs and flowers
 - water flower and shrub bed which will deteriorate through lack of water
- (g) Other related duties as directed. Does not include maintenance to equipment detailed in the Johnson Controls Contract.

PART II - MAINTENANCE WORKER – MAINTENANCE AND REPAIR DUTIES

- (a) *Electrical*
 - replace/repair receptacles, ballasts, switches, fans, electrical fixtures
 - replace baseboard heaters/thermostats
 - change breakers
 - change smoke alarms
 - repair/replace damaged wiring
- (b) *Plumbing*
 - repair/replace all plumbing fixtures and hardware
 - replace toilets, sinks and basins
 - repair/replace water line, under two inches in diameter
 - repair/replace all sanitary and storm piping
 - caulking
- (c) *Carpentry*
 - General*
 - gyproc repairs, except on move out painting
 - rollers on sliding doors and windows
 - repair/replace weather stripping
 - repair/replace trim
 - repair and adjust door closers
 - replace locks on doors and windows
 - repair hand and balcony rails

- (d) *Roofing*
- clean gutters and debris from roofs
 - flashing repairs
 - minor roof leak repairs
 - emergency patching
- (e) *Exterior*
- repair fencing
 - caulking
- (f) Other related duties as directed, which may include items listed in Part I – Building Manager (Resident) and/or Building Manager (Non-Resident) Minor Maintenance.

PART III - MINIMUM TOOL LIST GUIDELINE FOR MAINTENANCE WORKER I

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

Screwdrivers

- 1 - #1 Robertson
 - 1 - #2 Robertson
 - 1 - #3 Robertson
 - 1 - Stubby Robertson #2
 - 1 - 3/8" Slotted 12" long
 - 1 - 1/8" Slotted 4" long
 - 1 - 3/16" Slotted 4" long
 - 1 - 1/2" Slotted 4" long
 - 1 - 1/2" Slotted 8" long
 - 1 - Stubby Slotted
-
- 1 - Set of scrapers and putty knives up to 4"
 - 1 - Set of hex keys short
 - 1 - Set of cold chisels 1/2" to 3/4"
 - 1 - Combination steel square
 - 1 - Tool Box
 - 1 - Pair Linesman pliers - 6" with sidecutter
 - 1 - Pair diagonal cutting pliers 7"
 - 1 - Pair water pump pliers (vicegrips) 10" long
 - 1 - set open end/box end wrenches 1/4" - 1 1/8"
 - 1 - Ball peen hammer
 - 1 - Measuring tape 12' (BCHMC to supply refills)
 - 1 - Plane 6" - 9"
 - 1 - Tube Cutter 1"
- 1 - 12" level
 - 1 - Wood Chisel 1/2"
 - 1 - Wood Chisel 1"
 - 1 - Pipe Wrench 10"
 - 1 - Hand saw fine cut

**APPENDIX C – SHORT-TERM ILLNESS AND INJURY PLAN
AND LONG-TERM DISABILITY PLAN**

PART I – SHORT-TERM ILLNESS AND INJURY PLAN

1.1 *Eligibility*

(a) Regular employees shall be covered by the Short-Term Illness and Injury Plan upon completion of six (6) months of active service with the Employer.

(b) Regular employees with less than six (6) months of service who are unable to work because of illness or injury are entitled to six (6) days coverage at seventy-five percent (75%) pay in any one (1) calendar year.

(c) Regular employees with three (3) months but less than six (6) months of service will be entitled to fifteen (15) weeks (75 work days) of coverage, consisting of the above six (6) days, or what remains of the six (6) days entitlement, at seventy-five percent (75%) pay, and the remainder of the fifteen (15) weeks at two-thirds of pay, not to exceed a maximum weekly benefit of two hundred ten dollars (\$210.00) or the EI maximum weekly sickness benefit, whichever is higher.

(d) Notwithstanding (a), (b) and (c) above, where a regular employee is on a claim recognized by the Workers' Compensation Board while the employee was on the Employer's business, he/she shall be entitled, to leave with pay up to one hundred fifty-two (152) days for any one claim in lieu of benefits as outlined in Section 1.2.

- (1) Employer and employee contributions and deductions for Superannuation and Employment Insurance will be maintained at the pre-claim level of deductions based upon the average contribution level during the six (6) pay periods immediately preceding the initial date of absence.
- (2) 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 the Workers' Compensation Board, less any voluntary deductions and those employee deductions referenced in (1) above.
- (3) If net take-home pay as calculated in (2) above is less than the employee would receive if he/she had continued to work, the employer will top up so there is no difference in net take-home pay.
- (4) The compensation payable by the Workers' Compensation Board shall be remitted to the Employer.

Note 1: The effective date of implementation of (d) above is July 1, 1996 for claims filed on or after that date. For claims filed prior to that date, the relevant terms of the previous Agreement continue to apply.

(e) Pay for a regular part-time employee under this plan shall be based on his/her part-time percentage of full-time employment at date of present appointment.

1.2 Short-Term Plan Benefit

(a) In the event an employee is unable to work because of illness or injury he/she will be entitled to a benefit of seventy-five percent (75%) of pay for a period not to exceed seven (7) months from date of absence, (Short-Term Plan Period).

(b) The seventy-five percent (75%) benefit may be supplemented in quarter day increments by the use of the following in descending order:

- (1) Accumulated sick leave credit under the old sick leave plan;
- (2) Compensatory Time Off (CTO);
- (3) Banked Earned Time Off (ETO), excepting where scheduled in a shift schedule;
- (4) Vacation entitlement.

1.3 Recurring Disabilities

(a) Employees who return to work after being absent because of illness or injury, and within fifteen (15) consecutive scheduled days of work again become unable to work because of the same illness or injury are considered to still be within the original Short-Term Plan period as defined in Section 1.2(a).

(b) Employees who return to work after being absent because of illness or injury and within fifteen (15) consecutive scheduled work days again become unable to work because of a new illness or injury unrelated to the illness or injury that caused the previous absence shall be entitled to a further seven (7) months of benefits under this plan.

(c) Employees who return to work after being absent because of illness or injury, and after working fifteen (15) or more consecutive scheduled days of work, again become unable to work because of the same illness or injury will be entitled to a further seven (7) month period of benefits under this plan.

(d) 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 illness or injury shall receive pro-rated benefits under this plan, however, not beyond seven (7) calendar months from the initial date of absence as defined in Section 1.2(a), if absence is due to the same illness or injury.

1.4 Doctor's Certificate of Inability to Work

The Employer may require an employee who is unable to work because of illness or injury to provide a statement from:

- (a) a medical practitioner qualified to practice in the province of B.C.; or
- (b) where necessary, from a medical practitioner licensed to practice in the province of Alberta or the Yukon; or
- (c) the consulting physician to whom the employee is referred by the medical practitioner in (a) or (b) above, providing medical evidence of the employee's inability to work in any of the following circumstances:
 - (1) where it appears that a pattern of consistent or frequent absence from work is developing;
 - (2) where the employee has been absent for six (6) consecutive scheduled days of work;
 - (3) where at least thirty (30) days have elapsed since the last statement was obtained and the employee has been in receipt of plan benefits throughout that period.

With the exception of the doctor's certificates referenced above, where the Employer requires a medical assessment from the employee's physician specifying the employee's employment limitations and/or capabilities, the employee will be reimbursed, upon production of receipt, for 50% of the cost of the medical assessment.

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

1.5 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 (¼) day accumulation that is being used to supplement the plan, pursuant to Section 1.2(b). Other disability income benefits will include:

- (a) any amount the absent employee receives from any group insurance, wage continuation or pension plan of the Employer;
- (b) any amount of disability income provided by any compulsory act or law, except Employment Insurance sickness benefits and WCB benefits payable in accordance with Section 1.1(d);
- (c) 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:

- (1) one hundred percent (100%) of pay; or
- (2) the applicable benefit percentage of the individual's average total monthly income in the twelve (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 his/her 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 one hundred percent (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.

1.6 Benefits Not Paid During Certain Periods

Benefits will not be paid when an employee is:

- (a) receiving designated paid holiday pay;
- (b) engaged in an occupation for wage or profit;
- (c) 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;
- (d) serving a prison sentence;

- (e) on suspension without pay;
- (f) on paid absence in the period immediately preceding retirement;
- (g) on any leave of absence without pay.

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

- (1) educational leave;
- (2) general leave of absence not exceeding thirty (30) days;
- (3) 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 seven (7) month period remaining from the scheduled date of return to work.

(h) 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.

1.7 Employee to Inform Employer

The employee shall inform the Employer as soon as possible of his/her 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.

1.8 Entitlement

For the purpose of calculating six (6) days per calendar year, one (1) day shall be considered to be one (1) day regardless of the regularly scheduled work day. Calculation for part-time employees and partial days will be on a pro-rated basis.

1.9 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.

1.10 Benefits Upon Layoff or Separation

(a) Subject to (b) and (c) below, regular employees who have completed three (3) months of service and who are receiving benefits pursuant to Section 1.1(c), 1.1(d), or 1.2 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.

(b) 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 (2) months of the effective date of the layoff or separation.

(c) Benefits will continue to be paid in accordance with (a) 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 (2) months before the effective date of the layoff or separation.

PART II – LONG-TERM DISABILITY PLAN

2.1 Eligibility

- (a) Regular full-time employees shall be covered by the Long-Term Disability Plan upon completion of six (6) 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 (6) months' active service in such a position.
- (b) An employee who is not actively at work because of illness or injury on the work day coincident with, or immediately preceding, the date he/she 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.
- (c) Coverage in the plan is a condition of employment.

2.2 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 seven (7) months, including periods approved in Sections 1.3(a) and (c), he/she shall be eligible to receive a monthly benefit as follows:

- (a) While the employee has a sick bank balance to be used on a day-for-day basis, full monthly earnings will continue until the sick bank is exhausted, and Section 2.6 will not apply.
- (b) When an employee has no sick bank, or after it is exhausted, the employee shall receive a monthly benefit equal to the sum of:
 - (1) Effective upon ratification sixty-eight and three-tenths percent (68.3%) of the first twenty-two hundred dollars (\$2200.00) of monthly earnings; and
 - (2) Fifty percent (50%) of the monthly earnings above twenty-two hundred dollars (\$2200.00).

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 seven (7) month period, taking into consideration any retroactive adjustments. The date of disability for determining the commencement of the first two (2) years of disability shall be the day following the last month of the Short-Term Plan period, or an equivalent seven (7) month period.

- (c) The Long-Term Disability benefit payment will be made as long as an employee remains totally disabled in accordance with Section 2.3, 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.
- (d) 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.
- (e) When an employee is in receipt of the benefit described in (b) above, contributions required for benefit plans in (d) above and contributions for superannuation will be waived by the Employer.
- (f) 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 Section 2.13 whichever is later.

2.3 Total Disability

(a) 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 his/her own occupation for the first two years of disability except where accommodation has been made which enables an employee to work:

- (1) in his/her own occupation, or
- (2) in a job other than his/her own occupation.

Where accommodation has been made which enables an employee to return to work he/she 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 two years of total disability, where accommodation has been made that enables an employee to return to a job other than his/her 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 his/her own occupation, whichever is greater.

After the first two years 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 percent 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.

(b) 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 twenty-four (24) 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.

(c) (1) 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 85% of their earnings at the date of disability. In the event that income from rehabilitative employment and the benefit paid under this Plan exceed 85% 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 85% of the employee's earnings at the date of disability but in no event for more than 24 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.

(2) In the event that an employee has been classified as totally disabled for all occupations and engages in approved rehabilitative employment, the provisions of (1) above apply except that the rehabilitative employment may continue for 24 months from the date rehabilitative employment commenced.

(3) In the case where rehabilitative employment has been approved while an employee is receiving a benefit under the provisions of Section 2.2(a), the provisions of Section 2.3(c)(1) shall not apply until the employee is receiving a benefit under Section 2.2(b).

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

2.4 Exclusions from Coverage

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

- (a) war, insurrection, rebellion, or service in the Armed Forces of any country after the commencement of this plan;
- (b) voluntary participation in a riot or civil commotion except while an employee is in the course of performing the duties of his/her regular occupation;
- (c) intentionally self-inflicted injuries or illness;
- (d) a disability known to the Employer and which was specifically taken into account by the Employer at time of hiring.

2.5 Pre-existing Conditions

An employee shall not be entitled to Long-Term Disability benefits from this Plan if his/her 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 ninety (90) day period prior to the date of hire unless he/she has completed twelve (12) consecutive months of service after the date of hire during which time he/she has 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.

2.6 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 one hundred percent (100%) of such other disability income.

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

- (a) any amount payable under the *Workers' Compensation Act* or Law or any other legislation of similar purpose; and
- (b) 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

- (c) any amount of disability income provided by any compulsory act or law; and
- (d) 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 he/she would be entitled if his/her application for such a benefit were approved; and
- (e) 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:

- (1) one hundred percent (100%) of basic pay; or
- (2) the applicable benefit percentage of the individual average total monthly income in the twelve (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 his/her 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 one hundred percent (100%) of pay subject to the following:

- (i) The amount of plan benefit recovered or decreased will be reduced limited to the legal fees attributed to the Employer's share based on the same ratio as the Employer's interest in the amount recovered to the total recovery.
- (ii) The existence of an action commenced by or on behalf 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.
- (iii) 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.

2.7 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 (6) 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 (6) 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 he/she 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 (1) 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 (1) 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.

2.8 Cessation of Benefits

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

- (a) at the end of the month in which the employee reaches his/her sixty-fifth (65th) birthday.
- (b) on the date of commencement of paid absence prior to retirement;
- (c) 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.

2.9 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 eighteen (18) months of absence without pay except that if the leave is for educational purposes the maximum period will be extended to two (2) 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.

2.10 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.

2.11 Contributions

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

2.12 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.

2.13 Claims

(a) 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 his/her claim reviewed by a Claims Review Committee composed of three (3) medical doctors; one (1) designated by the claimant, one (1) 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.

(b) (i) Written notice of an appeal must be submitted to the Plan Administrator within sixty (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 sixty (60) days in which to provide satisfactory medical evidence to support his/her claim.

In such circumstances the sixty (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 sixty (60) day period, the claim will be deemed to have been denied and the appeal period in (i) above shall commence.

(c) The expenses incurred by a Claims Review Committee will be paid by the Plan.

(d) 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 he/she is 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.

(e) 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.

2.14 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.

2.15 Canadian Currency

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

2.16 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.

2.17 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.

2.18 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.

PART III – JOINT ADVISORY COMMITTEE

There shall be a Joint Advisory Committee which shall consist of two (2) representatives appointed by the Employer and two (2) 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 Appendix C. 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.

**INFORMATION APPENDIX I
ADVANCE PAYMENT OF GROUP LIFE BENEFITS**

The guidelines regarding payment of group life benefits for terminally ill employees pursuant to Article 16.04 are as follows:

1. Death must be "*expected*" within twelve (12) 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 and should be accompanied by evidence of financial need.
3. Authorization from the employer must be submitted with the employee's request.
4. The amount of the payment will be fifty percent (50%) of the life insurance coverage, subject to a maximum of forty thousand dollars (\$40,000).
5. A signed release will be obtained from the insured employee prior to payment being made. A release is not required from designated revocable beneficiaries as they have no legal rights to life insurance proceeds until after the insured's death. Situations involving irrevocable beneficiaries or divorce judgements will require special releases.

**LETTER OF UNDERSTANDING NO. 1
SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN
MATERNITY/PARENTAL LEAVE**

A. Supplemental Unemployment Benefit Plan - Maternity Leave

1. The objective of the Supplemental Unemployment Benefit (SUB) Plan is to supplement the employment insurance benefits received by eligible employees who are on approved maternity leave pursuant to BCGEU/BCHMC Agreement Article 15.11(a).
2. The maximum number of weeks for which SUB Plan benefits is payable is fifteen (15) weeks.
3. The duration of the plan will be from the date one (1) month after the date compliance authorization for the Supplemental Unemployment Benefit Plan is received from Human Resources Development Canada to the date of expiration of this Agreement.
4. Employees do not have a right to SUB Plan payments except for supplementation of EI Benefits for the unemployment period as specified in this Plan.
5. The Employer will inform Human Resources Development Canada of any changes in the plan within thirty (30) days of the effective date of the change.
6. 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 plan.

B. Supplemental Unemployment Benefit Plan - Parental Leave

1. The objective of the Supplemental Unemployment Benefit (SUB) Plan is to supplement the employment insurance benefits received by eligible employees who are on approved parental leave pursuant to BCGEU/BCHMC Agreement Article 15.11(c).
2. The maximum number of weeks for which SUB Plan benefits is payable is thirty-five (35) weeks.
3. The duration of the plan will be from the date one (1) month after the date compliance authorization for the Supplemental Unemployment Benefit Plan is received from Human Resources Development Canada to the date of expiration of this Agreement.
4. Employees do not have a right to SUB Plan payments except for supplementation of EI Benefits for the unemployment period as specified in this Plan.
5. The Employer will inform Human Resources Development Canada of any changes in the plan within thirty (30) days of the effective date of the change.
6. 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 plan.

**LETTER OF UNDERSTANDING NO. 2
EXTENDED PROVISION – EMPLOYEE BENEFITS**

The Employee whose name is listed below and who was laid off as full-time regular employee shall be offered regular benefit provisions if he is recalled as short-term employees within six (6) months and in any subsequent year, provided that the duration of any given layoff does not exceed six (6) months.

- David Van Hoeke

**LETTER OF UNDERSTANDING NO. 3
WORKING BEYOND AGE SIXTY-FIVE (65)**

Employees may be permitted to work beyond age sixty-five (65) subject to the following conditions:

- (a) Application for consideration to work beyond age sixty-five (65) must be made in writing to the employees' supervisor one (1) year prior to the employee reaching age 65.
- (b) Factors taken into consideration when considering the employee's request will be satisfactory work performance and physical health as determined by a medical physician and volume of work necessitating retention in the position.
- (c) Permission to work beyond age 65 will be granted on a yearly basis subject to Item 2. Seniority rights for layoff and recall shall end at age 65.
- (d) Benefits coverage will be limited to:
 - (1) *Medical Services Plan of British Columbia* – as per present contract entitlement.
 - (2) *Extended Health* – as per present contract entitlement;
 - (3) *Dental* – as per present contract entitlement;
 - (5) *Short Term Illness & Injury Plan* – seven (7) months' coverage – No access to Long Term Disability Plan beyond age 65;
 - (6) *Vacations* – as per present contract entitlement;
 - (7) *Employment Insurance (EI)* – must pay EI deductions;
 - (8) *Workers' Compensation Board* – normal coverage will continue;
 - (9) *Pension Corporation* – eligibility to participate beyond age sixty-five (65) in the provincial Pension Plan will be in accordance with existing legislation;
 - (10) *Canada Pension Plan (CPP)* – each individual should seek counselling from the CPP administrator on the options available. If an employee chooses to contribute to CPP beyond age 65, BCHMC will make deductions as usual. This is an optional choice that each employee will make. Under the present Act, CPP contributions may occur to age seventy (70);
 - (11) *Life Insurance* – entitlement will cease at age 65; and
- (e) These provisions are subject to agreement by the BCGEU for each employee applying to work beyond age 65.

**MEMORANDUM OF AGREEMENT #1
IMPLEMENTATION COMMITTEE**

In order to implement staffing of the new Building Manager III position an implementation committee will be struck to provide input and consultation on the formation of the new reporting structure, regional structures and staffing strategies.

**MEMORANDUM OF AGREEMENT #2
LUMP SUM PAYMENT**

Effective the date of signing, in recognition of the cost savings achieved through amendments to the Collective Agreement, the Parties agree that a lump sum payment of \$500 will be paid to full-time employees who worked 1950 straight time hours between January 1, 2000 and December 31, 2000 and who are on payroll as of the date of signing.

Part-time employees and those employees who have worked less than 1950 between January 1, 2000 and December 31, 2000 will be paid a prorated lump sum based upon the percentages of full-time worked during the year.

**MEMORANDUM OF AGREEMENT #3
REVISIONS OF BENEFITS**

Effective the date of signing and notwithstanding any other provisions of the Collective Agreement, the Parties agree that the following provisions shall be revised and implemented on the same basis as they are revised and implemented for the majority of the Unionized employees in the Public Service.

- Article 16.01 Basic Medical Insurance
- Article 16.02 Extended Health Care Plan
- Article 16.03 Dental Plan
- Article 16.04 Group Life Insurance
- Article 17.00 Long-Term Disability Plan exclusive of Part 4 of the LTD Plan and any other sections referring to auxiliaries, rehabilitative employment or Rehabilitation Committee.

JOB EVALUATION PLAN

Within one (1) year of ratification the parties agree to implement a Job Evaluation Review to replace the current job description and salary structure of the current Collective Agreement. The Committee shall establish terms of reference which will include the principles of equity and gender neutrality. In addition, a comparability study shall be conducted of other public sector Collective Agreements to compare similar jobs in order to bring the BC Housing Management Commission employees wages to fair market value within the term of this Collective Agreement.

The employer undertakes to review the current job duties and where applicable increase the responsibility contained in the job descriptions. Implementation of any salary adjustments as a result of the review will be completed within three (3) years of the signing of the Collective Agreement. Required funding will be available to ensure implementation.

The Union shall appoint three union representatives to meet with the employer's team, pursuant to Article 26.05.