

COLLECTIVE AGREEMENT

Between

GREATER VICTORIA HOUSING SOCIETY

And

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 1978**

JANUARY 1, 2011 – DECEMBER 31, 2013

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COLLECTIVE AGREEMENT

BETWEEN:

GREATER VICTORIA HOUSING SOCIETY

(hereinafter called the "Society" or "Employer")

AND:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 1978**

(hereinafter called the "Union")

WHEREAS the Society is an "Employer" within the meaning of the Labour Relations Code of British Columbia;

AND WHEREAS the Union is a "Trade Union" within the meaning of said Code;

AND WHEREAS it is the desire of both parties to promote and maintain harmonious industrial relations and to recognize the mutual value of joint discussions and negotiations;

AND WHEREAS the parties have carried out collective bargaining and have reached agreement;

NOW THEREFORE the parties agree with each other as follows:

ARTICLE 1: DEFINITIONS

1.01 Party

Means either of the parties signatory to this Agreement.

1.02 Caretaker

Refers to those employees who are responsible for maintaining the order and appearance of the common and public areas at the Society facilities.

1.03 Resident Caretaker

Refers to those employees who are responsible for maintaining the order and appearance of the common and public areas at the Society facilities and resides within the facility.

1.04 Maintenance Assistant

Refers to those employees who are responsible for general and emergency maintenance and repair of all Society properties.

1.05 Housing Assistant

Housing Assistant refers to those employees who are responsible for handling administrative matters of the Society.

1.06 Receptionist/Clerk

Receptionist/Clerk refers to those employees who are responsible for providing clerical and reception support to the Society.

1.07 Housing Clerk

Refers to those employees who are responsible for screening applicants for rental housing based on eligibility and suitability criteria and matching approved tenants to appropriate vacancies.

1.08 Administrative Clerk

Refers to those employees who are responsible for reception duties, for advising clients and tenants on issues related to affordable housing and their tenancies and for providing financial and property management administrative support.

1.09 Assistant to Manager of Property Operations

Refers to those employees who are responsible for supporting the Manager of Property Operations by undertaking a wide range of duties related to property management.

1.10 Employer

Means the Greater Victoria Housing Society.

1.11 Employee

Means a person who is employed with the Employer and in the bargaining unit.

1.12 Regular Employee

- (a) Regular Full-time Employee – means an employee who has successfully completed the probationary period and who works thirty-five (35) hours a week.
- (b) Regular Part-time Employee – means an employee who has successfully completed the probationary period and whose scheduled hours of work are less than thirty-five (35) hours a week.

1.13 Probationary Employee

Means an employee who has not successfully completed the requirements of the probationary period.

1.14 Plural or Feminine Terms

Plural or feminine terms shall apply wherever the singular or masculine is used in the Agreement, or vice versa, as the context requires.

ARTICLE 2: UNION RECOGNITION

2.01 Bargaining Agent

The Employer recognizes the Canadian Union of Public Employees, Local 1978, as the exclusive bargaining agent for those bargaining unit employees covered by this Agreement.

2.02 Bargaining Unit

This Agreement shall apply to all employees coming within the bargaining unit for which the Union has been certified.

2.03 No Other Agreements

No employee covered by this Agreement shall be required or permitted to make any written or verbal agreement with the Employer, or its representatives, which is in conflict with the terms and conditions herein contained.

ARTICLE 3: EMPLOYER'S RIGHTS

3.01 Management Rights

The Union acknowledges that the management and directing of employees in the Bargaining Unit is retained by the Employer, except as this Agreement otherwise specifies.

ARTICLE 4: UNION SECURITY AND CHECK-OFF

4.01 Union Membership

All employees shall, as a condition of employment, become members of the Union and shall maintain their membership in good standing.

4.02 Union Dues

All employees shall authorize in writing and pay to the Union, as a condition of employment, initiation fees, dues and assessments. The Society shall deduct such initiation fees, dues and assessments from the earnings of each employee. Such deductions shall be forwarded by the Society monthly to the Union within two (2) weeks after month end, along with the listing of all the employees from whom deductions have been made with the amount of each deduction.

4.03 Dues Receipts

At the same time that Income Tax (T-4) slips are made available, the Employer shall provide a record, or print on the T-4 slip, the total amount of Union dues deducted on behalf of each dues payee, by check-off, during the previous year.

4.04 Record of Employment on Termination

When the employment of any employee terminates for any reason, the Employer shall complete in full the Record of Employment as required by the Employment Insurance Commission stating the reasons for the separation of employment.

4.05 Recognition and Rights of Stewards and Union Representatives

- (i) The Employer recognizes the Union's right to select one (1) Union Representative and one (1) steward to represent employees.
- (ii) A steward or union representative shall obtain the permission of the Employer before leaving his/her work to perform his/her duties as a steward. Such permission shall not be unreasonably withheld. On resuming his/her normal duties, the steward and/or union representative shall notify his/her supervisor.
- (iii) The duties of stewards include:
 - (a) Investigation of grievances and complaints of an urgent nature,
 - (b) Assisting an employee in presenting a grievance in accordance with the grievance procedure.
- (iv) The duties of a union representative and/or steward include attending meetings with the Employer.

- (v) Time away from work pursuant to (iii) (b) and (iv) shall be with pay for one (1) union designate only and under (iii) (a) shall be limited to one (1) hour with pay.

ARTICLE 5: NEW EMPLOYEES

5.01 Copies and Printing the Agreement

- (i) The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect, and with the conditions of employment set out in Article 4 dealing with Union security, the deduction of Union dues and assessments.
- (ii) New employees shall be presented with a copy of this Agreement by the Employer on commencing employment.

5.02 Notification to the Union

The Employer shall notify the Union of the name, address, position, location, and pay of each new employee, within fifteen (15) days of their date of employment.

ARTICLE 6: UNION-MANAGEMENT COMMITTEE AND CORRESPONDENCE

6.01 Correspondence

Correspondence between the Employer and the Union arising out of this Agreement shall pass to and from the Employer and the Union Representative with a copy to the Chair of the Board and the Union President.

6.02 Union-Management Committee

- (i) A Union-Management Committee shall be established consisting of the Steward of the Union, plus one (1) other representative appointed by the Union; and the Employer, plus one (1) other representative appointed by the Employer.
- (ii) The Committee shall direct its attention to discussing matters of the following nature, excluding always matters forming the subject of a grievance under this Agreement:
 - (a) Improved operating efficiency and service to the tenants.

- (b) Remedying conditions that could lead to grievances or deteriorating relations between the Employer/Management and the Union/Employees (but not specific grievances).
 - (c) Staff training and development.
 - (d) Occupational health and safety matters.
 - (e) Other matters mutually agreed to by the parties.
- (iii) The Union-Management Committee shall meet at least two (2) times each year, or more frequently upon the request of either party. The committee shall make all reasonable efforts to meet within two (2) weeks of a request being made by either party.
 - (iv) Each party shall submit, for the agenda, those items it wishes to discuss at least one (1) week prior to the committee meeting.

ARTICLE 7: GRIEVANCE PROCEDURE

7.01 Definition

For purposes of this Agreement, the term grievance shall mean any difference between the parties, or the Employer and any employee, concerning the interpretation, application, operation or any alleged violation of the Agreement or any other dispute, including any question as to whether any matter is arbitrable. All grievances shall be finally and conclusively resolved in the manner provided in this Article without stoppage of work or any reduction in production or services.

7.02 Procedure

- (i) Step 1: Within fifteen (15) working days from the date of the incident prompting the grievance, a written grievance will be submitted, and a meeting shall be scheduled to take place between the senior representatives of the Union and the Employer including a designate of the Board. The grievor has the right to be present at such meeting.
- (ii) Step 2: If settlement is not reached through the foregoing procedure, the grievance may be referred to an Arbitration Board. When either party requests that a grievance be submitted to arbitration, such request shall be submitted to the other party in writing within ten (10) working days of receipt of the Step 1 response or twenty (20) working days of the last meeting of Step 1 whichever occurs first.

7.03 Extension of Time Limits

The Union and the Employer may by mutual agreement, in writing, extend the time limits mentioned above, provided such extension is requested prior to the expiry of the time allowed. However, failure to observe the time limitations herein, including the time to initiate a grievance, shall render the grievance void, excepting that when the recipient of the grievance fails to respond within the time limits prescribed in this Article, the grievance shall advance to the next step in the grievance procedure.

7.04 Policy Grievances

Where a dispute involving a question of general application or general interpretation of this Agreement occurs, or the Employer has a grievance, such grievance may be processed commencing at Step 2 provided the grievance is submitted within fifteen (15) working days from the date the incident prompting the grievance.

7.05 Grievable Disciplinary Action

- (i) Disciplinary action grievable by an 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 file, he shall be entitled to recourse through the grievance procedures and the eventual resolution thereof shall become part of his personnel record.
- (ii) Any disciplinary document shall be removed from the employee's file provided a minimum of eighteen (18) months has elapsed from the date of issuance and there has been no further disciplinary action affecting the employee.

7.06 Employee Appraisal Forms

Where a formal appraisal 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 employee appraisal form for an employee to sign it. The form shall provide for the employee's signature in two (2) 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. An employee shall, upon request, receive a copy of the employee appraisal at the time of signing. An employee appraisal shall not be changed after an employee has signed it without the knowledge of the employee. An employee may submit rebuttal documentation, to be placed on file, in response to the appraisal.

7.07 Union Representation

When a supervisor intends to censure by written document, suspend or dismiss an employee at the workplace, such employee has the right to have a Union representative present if desired. The Employer shall advise the employee of this right. However, the right to have a union representative present shall not apply where an employee is rejected from the workplace and no union representative is readily available.

7.08 Deviation From Grievance Procedure

- (i) The Employer agrees that, after a grievance has been initiated by the Union, the Employer's representative will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly, with the aggrieved employee without the consent of the Union.
- (ii) In the event that, after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through another channel, the Union agrees that, pursuant to this Article, the grievance shall be considered to have been abandoned.
- (iii) Where an employee has filed a complaint with the Ombudsman or the Employment Standards Branch, the grievance shall be deemed to be abandoned unless the complaint is withdrawn within forty-five (45) days of it being filed.
- (iv) Notwithstanding (ii) above, an employee who has filed a complaint with the Human Rights Tribunal shall not have their grievance deemed abandoned through the filing of the complaint.

ARTICLE 8: ARBITRATION PROCEDURES

8.01 Appointment of an Arbitration Board

- (i) When either party requests that a grievance be submitted to arbitration pursuant to Subsection 7.02 (ii) an Arbitration Board consisting of a single arbitrator shall be appointed within five (5) working days after such written request for arbitration has been received.
- (ii) If the parties are unable to agree upon selection of an Arbitrator within five (5) working days, the Director of the Collective Agreement Arbitration Bureau shall appoint the Arbitrator.

8.02 Powers of Arbitrator

- (i) The Arbitrator may determine his/her own procedure but shall give full opportunity to all parties to present evidence and make representations to it.
- (ii) The decision of the Arbitrator shall be made within ten (10) days after the hearing and shall be final, binding and enforceable on all parties. The Arbitrator shall not have the power to change this Agreement or to alter, modify, or amend any of its provisions. However, the Arbitrator shall have the power to dispose of a grievance by any written decision which he/she deems just and equitable.
- (iii) Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to reconvene to clarify the decision, which it shall do within five (5) days.

8.03 Cost of Arbitration

The parties shall equally share the costs of the fees and expenses of the Arbitrator.

8.04 Reinstatement After Dismissal or Suspension

Should it be found upon investigation that an employee has been unjustly suspended or dismissed, such employee shall be immediately reinstated in his/her former position without loss of seniority and shall be compensated for all time lost in an amount which is just and equitable in the opinion of the parties to this Agreement, or in the opinion of the Arbitrator if this matter is referred to such Arbitrator.

8.05 Expedited Arbitration

- (i) The parties may, by mutual agreement, refer any matter to Expedited Arbitration which decision shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter (with the exception of discipline which may remain on an employee's file).
- (ii) All presentations shall be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentation.
- (iii) Neither party shall appeal a decision of an expedited arbitration.
- (iv) The parties shall equally share the costs of the fees and expenses of the Arbitrator.
- (v) Notwithstanding (i) above, either party may remove a matter at any time prior to an Expedited Arbitration hearing and forward the matter through the Arbitration process established pursuant to Article 8.01. In such an event, time limits shall not act as a bar to the grievance proceeding to arbitration.

ARTICLE 9: SENIORITY

9.01 Definition

- (i) For purposes of this Agreement, seniority shall be defined as the length of continuous service with the Employer, including the probationary period. Hire date shall be used as the seniority date for purposes of the Collective Agreement.
- (ii) Seniority shall apply on a bargaining unit basis.

9.02 Probationary Period

All newly hired regular employees must successfully complete a consecutive six (6) month probationary period. This period may be extended for a period not exceeding three (3) months and such extension is subject to the grievance procedure. Upon satisfactory completion of the probationary period, the employee's seniority shall commence on the date of initial appointment.

9.03 Seniority List

- (i) The Employer shall maintain a list showing the seniority date of each employee and a current list shall be mailed to the Union in January of each year.
- (ii) Where two (2) or more employees commenced work on the same date, the seniority of each employee shall be determined in accordance with the respective dates of application for employment.

9.04 Loss of Seniority

An employee shall lose seniority in the event:

- (i) He/She is terminated for cause and is not reinstated.
- (ii) He/She resigns.
- (iii) He/She has been laid off for longer than twelve (12) consecutive months, or fails to accept recall under Section 11.05 (ii), or fails to report on the date and time required when recalled.

9.06 Transfer Out of Bargaining Unit

- (i) Employees shall not be transferred or promoted out of the bargaining unit without their consent. Such employees shall retain the seniority they have acquired up to the date of leaving the unit, but shall not continue to accumulate seniority for periods of service outside of the bargaining unit. When an employee is transferred or promoted out of the bargaining unit, the employee shall retain the right to return and upon returning, the employee shall be reassigned into a position consistent with his or her previously accumulated seniority, qualifications, skill and ability, provided such position is not higher than their former bargaining unit position. Junior employees displaced as a result shall likewise be eligible for reassignment as per article 11.03.
- (ii) Employees transferred or promoted pursuant to this article shall retain the right to return to the bargaining unit for up to twelve (12) months from the date of leaving, unless extended by mutual agreement of the Union and the Employer.

ARTICLE 10: POSTING AND FILLING OF VACANCIES

10.01 Posted Vacancies

- (i) Where a regular vacancy occurs, or a new regular position is established, the Employer shall post the position internally for a minimum of five (5) working days, and a vacancy notice will be circulated to current employees seeking their interest in applying for the vacancy. The Employer may post externally at the same time but shall evaluate and interview the internal applications in advance of reviewing external applications. Internal applicants may request from the Employer the reasons for their non-selection within two (2) weeks of being advised they were not the successful applicant.
- (ii) In the event the Employer posts or advertises a job vacancy that requires an employee to reside in an on-site suite, the posting or advertisement shall clearly state this requirement.
- (iii) Postings shall contain information related to the classification (for example pay rate, qualifications and work experience desired) and shall include the statement "This is a Union position".

10.02 Factors Considered in Filling Posted Vacancies

- (i) The following factors shall receive consideration when filling posted vacancies: qualifications, experience, skill and ability. The applicant who has the qualifications, experience, skill and ability and having the greatest seniority shall be awarded the vacancy.
- (ii) All determinations of qualifications, experience, skill and ability shall be made by the Employer. Whether such determinations were made in a fair and equitable fashion shall be subject to the grievance/arbitration procedures under this Agreement.

10.03 Appraisal Period

- (i) In the event that a regular employee is transferred or appointed to fill a vacancy and thereafter proves unsatisfactory or unable to perform the duties of a new position, the employee shall have the right, during the appraisal period, to revert, without loss of seniority, to his former position, classification and pay rate.
- (ii) The appraisal period shall be six (6) months.
- (iii) Notwithstanding the above, a Caretaker, who is a regular employee shall not serve an appraisal period at a new building site.

ARTICLE 11: LAYOFFS AND RECALL

11.01 Definition

A layoff shall be defined as the loss by a regular employee of the opportunity to work in the position he/she currently occupies as a result of the elimination of such position, or the permanent reduction of the working hours in that position.

11.02 Layoff Order

Layoff of regular employees shall be in reverse order of seniority, within a classification with the most junior employee being laid off, provided that the remaining employees have the qualifications, experience, skill and ability to perform the on-going work.

11.03 Re-assignment Rights

An employee who has been notified of lay-off has the right to be re-assigned to another position and displace a less senior employee at the same or a lower hourly rate of pay, provided the employee requesting re-assignment has the qualifications, experience, skill and ability to perform the work in question. A request for re-assignment shall be made within five (5) working days of the employee receiving written notice of lay-off. A displaced employee shall have the same rights of re-assignment as those of a laid-off employee.

11.04 Recall List

Regular employees laid off under this Article, shall be placed on a recall list in seniority order for a period not to exceed twelve (12) months.

11.05 Recall Rights

Regular employees who have been laid off and placed on the recall list, and a position becomes available within the twelve (12) month period referred to in 11.04 above, shall be rehired by seniority, provided the employee in question has the qualifications, experience, skill and ability to perform the work required. Employees shall have the right to refuse one (1) recall to employment during their twelve (12) month recall period before losing their recall rights. New employees shall not be hired following a layoff until the Employer has attempted to recall laid-off regular employees.

11.06 Status While on Recall List

During the twelve (12) month period on the recall list, laid off employees shall not be eligible to receive any of the benefits of this Agreement. The seniority, sick leave credits and vacation entitlement level of such employees shall be frozen at the time of their layoff and should the employee be recalled pursuant to this Article within the twelve (12) month recall period, the seniority, sick leave credits and vacation entitlement level of such employee shall be reinstated to that which had existed at the time of the layoff.

ARTICLE 12: HOURS OF WORK

12.01 Hours of Operation

The Employer shall determine when various services are provided (hours of operation), the classification of positions and the numbers of employees required to provide the services.

12.02 Work Schedule Changes

- (i) Where the workday start time or the workweek is to be varied, the Employer shall notify the Union in writing giving details of the proposed change. The onus is on the Employer to show bona fide reasons for the change.
- (ii) The parties shall have fourteen (14) days, from the date notice is given, to reach an agreement on work schedules.
- (iii) If the parties are unable to reach agreement within fourteen (14) days, either party may refer the matter to arbitration pursuant to Article 8.
- (iv) In the event that there is a dispute between the parties, the Employer may implement, on an interim basis, a new or changed work schedule by giving fourteen (14) days notice, providing the change is necessary because of an introduction of a new program or a change to the hours of operation. However, the fourteen (14) days notice may be concurrent with the period of notice in Clause (ii) above.

12.03 Work Week

Except as otherwise provided pursuant to Article 12.02 above, an employee's workweek shall consist of five (5) working days Monday to Friday inclusive.

12.04 Work Day

Except as otherwise provided pursuant to Article 12.02 above, the work day for a full-time employee shall be seven (7) hours duration exclusive of meal periods and these hours scheduled between 8:00 a.m. and 5:00 p.m.

12.05 Hours of Work for Part-time Employees

Except as otherwise provided pursuant to article 12.02 above, the work day for a part-time employee shall be at least three and a half (3 ½) hours scheduled between 8:00 a.m. and 5:00 p.m.

12.06 Employee To Be Advised

An employee shall be advised of the expected hours of work to be provided at the time of hire or at the time of new assignment.

12.07 Meal Periods

Meal periods shall be scheduled as close as possible to the middle of the scheduled hours of work. The length of the meal period shall be by mutual agreement and shall be not less than thirty (30) minutes nor more than sixty (60) minutes.

12.08 Caretakers

- (i) The workday for a full-time caretaker shall be seven (7) hours duration, exclusive of meal periods, and their hours scheduled between 8:00 a.m. and 5:00 p.m.
- (ii) The workday for a part-time caretaker shall be scheduled and perform the requirements of their position between the hours of 8:00 a.m. and 5:00 p.m.
- (iii) In consideration of a resident caretaker receiving a taxable rent benefit (i.e. a resident caretaker does not pay rent when required to live on the job site), such caretaker shall respond to minor tenant or building situations outside of their regular work hours between 9:00 p.m. Sunday and 8:30 a.m. Friday. In other circumstances call-out shall apply. A resident caretaker may absent themselves for personal reasons during these evenings and nights provided suitable alternate arrangements are in place.

12.09 Reporting Pay

- (i) Unless notified to the contrary prior to leaving home to report for scheduled work, an employee shall be paid for two (2) hours work at the regular rate.
- (ii) An employee reporting for and commencing work on a scheduled shift shall be paid not less than four (4) hours at the regular rate, unless discharged for cause or stopped by bad weather, in which instance the employee shall be paid for time worked, with a minimum of two (2) hours.

12.10 Flex Time

- (i) Regular full-time and part-time employees, with written mutual agreement between the Union and the Employer, may have the opportunity to schedule and perform the requirements of their job between the hours of 8:00 a.m. and 9:00 p.m. Monday to Friday to a maximum of his or her hours per week.
- (ii) Where mutual agreement is reached, the work schedule shall be for a minimum of four (4) weeks. The schedule shall reflect core hours of work that an employee is required to be at the work site.
- (iii) The core hours of work shall be set between 8:00 a.m. and 4:30 p.m. with consultation of the staff.
- (iv) Flex time schedules shall accommodate personal needs, such as medical appointments or childcare requirements.
- (v) Occasionally, employees, for personal reasons, may schedule their work day between 7:30 a.m. and 9:00 p.m. with approval from their immediate supervisor.

12.11 Conversion of Hours

(i) Lieu Days

Where an employee is granted a lieu day pursuant to Article 17.01 (iii) or Article 17.01 (iv), the time off granted will be seven (7) hours per lieu day for a full-time employee and prorated for a part-time employee.

(ii) Vacation

Where an employee is granted vacation pursuant to Article 16.01, the annual vacation entitlement shall be converted to hours on the basis of a seven (7) hour day and vacation taken shall be deducted in accordance with the actual hours of the employee's daily shift in effect at the time the vacation is taken.

(iii) Designated Paid Holidays

Where an employee is granted a designated paid holiday pursuant to Article 17 – Statutory Holidays, the time off granted will be seven (7) hours per designated paid holiday for a full-time employee and prorated for a part-time employee.

ARTICLE 13: OVERTIME

13.01 Overtime

An employee who is required to work overtime shall be entitled to overtime compensation when the overtime worked is authorized by the Employer.

13.02 Overtime Rates

- (i) Overtime rates shall apply for all work performed by an employee in excess of seven (7) hours in any work day, or thirty-five (35) hours in any workweek.
- (ii) The overtime rate shall be time and one-half (1½) for the first three (3) hours of overtime worked in any workday and double time (2x) thereafter.
- (iii) These overtime rates shall be calculated on the regular hourly wage rate of the employee having worked overtime.
- (iv) Part-time employees working less than the regular hours per day of a full-time employee shall be paid at the rate of straight time for the hours so worked up to and including the regular hours in the workday of a full-time employee.

13.03 Payment of Overtime

Employees working overtime shall have the option of being paid or taken as time off (TOIL) at a mutually agreed to time by the Employer and the Employee.

13.04 Working on Day of Rest

Employees shall not be required to work on their days of rest. When required to work, overtime rates will apply.

13.05 Call-out

Employees required to return to work, as the result of call-out, shall be compensated at overtime rates pursuant to Article 13.02 with a minimum of two (2) hours of pay at time and a half (1½) and to be taken as time off (TOIL).

13.06 Telephone-Handled Call-Outs

Employees responding to any number of work-related issues by telephone after the regular work-day shall be compensated on the basis of a half-hour (30 minutes) late start of work the following work-day or a half-hour (30 minutes) early departure from work the following work-day. Such employees shall notify the Employer prior to starting work late or leaving work early as a result of applying the provisions of this article.

13.07 Accumulated Overtime Balances

Accumulated overtime balances shall be paid out or taken as paid days off before scheduling of annual vacation leave. An Employee's accumulated overtime as of January 1, 2011 shall not be subject to this article.

ARTICLE 14: WAGES/SALARIES AND ALLOWANCES

14.01 Schedule "A"

The salaries and wages to be paid shall be as set forth in Schedule "A", which schedule is attached to and forms part of this Agreement. The Employer shall maintain a bi weekly payroll system.

14.02 Pay While Relieving in a Higher Rated Position

When an employee is appointed by the Employer to perform the duties of any higher paid position than his/her own, such employee shall receive the rate for the higher paid position for such time spent.

14.03 Personal Vehicle

- (i) All employees who use their personal vehicles for work related reasons shall be reimbursed in accordance with the per kilometre rate of compensation as is contained in the Province of British Columbia and BCGEU Master Collective Agreement.
- (ii) Maintenance employees who use their personal vehicles for work-related reasons shall be reimbursed as described in (i) above and in addition be compensated for fuel costs at the rate of fifty dollars (\$50.00) per month.

14.04 Tool Allowance

Maintenance employees shall receive a two hundred dollar (\$200.00) annual tool allowance payable each January.

14.05 Training

In the event training or upgrading is required or deemed necessary by the Employer and would assist the employee in his or her duties, payment for such training or upgrading shall be borne by the Employer. Such payment shall include tuition fees and wages.

ARTICLE 15: ANNUAL VACATIONS

15.01 Entitlement

- (i) "Vacation year" – a vacation year shall be the calendar year commencing January 1 and ending December 31.

"First vacation year" – the first vacation year is the calendar year in which the employee's first anniversary falls.
- (ii) During the first partial year of service a new full-time employee will earn one and one-quarter (1.25) days per month of employment for vacation. A part-time employee shall be entitled to vacation time on a prorated basis.

- (iii) A regular full time employee will have an annual vacation entitlement as follows:

<u>Vacation Year</u>	<u>Work Days</u>
First to Fifth	15
Sixth to Tenth	20
Eleventh and thereafter	25

A regular part-time employee will have the annual vacation entitlement referred to above on a pro-rated basis.

- (iv) Vacation time must be utilized by the end of the calendar year for which it was earned. A regular employee may carry over up to five (5) days vacation leave from one vacation year to the next. Such carryovers must be taken during the year of which they are requested, upon approval of the Employer. Requests to have vacation time carried over must be submitted by October 31 of each year. Pay in lieu of vacation time will not be permitted except upon termination, resignation or retirement.

15.02 Scheduling Vacations

Employees shall submit vacation requests, in writing, to the Employer by March 1 of each year. The scheduling of annual vacation shall be by mutual agreement of the Employer and the employee and preference shall be given on the basis of seniority.

15.03 Approved Leave of Absence During Vacation

Where an employee qualified for sick leave, bereavement, or any other approved leave during his/her period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the employee's option. The Employer may require the employee to provide satisfactory proof to verify the reason for the approved leave during the vacation period.

15.04 Entitlement on Termination

Employees who leave the service of the Employer before the end of the year will have their vacation entitlement calculated on a prorated basis. In those cases where an employee has taken his/her full vacation entitlement before the end of the year, an appropriate deduction shall be made on termination of employment.

ARTICLE: 16 STATUTORY HOLIDAYS

16.01 Entitlement

- (i) The following have been designated as paid statutory holidays for regular and probationary employees:

New Year's Day	
Staff Appreciation Day (3 rd Monday in February)*	
Good Friday	Easter Monday
Victoria Day	Canada Day
British Columbia Day	Labour Day
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day

Plus (+) any other public holiday proclaimed by, the Province of British Columbia or the Federal Government of Canada.

*Should a statutory holiday be proclaimed by any level of government in the month of February, it shall take precedence over Staff Appreciation Day so that there is only one (1) statutory holiday in February.

- (ii) When an employee is scheduled to work on a statutory holiday, he/she shall be compensated at the rate of time and a half (1½) for all hours worked on such day in addition to statutory holiday pay.
- (iii) Where an employee is on annual vacation and a paid statutory holiday occurs and is celebrated during such period, the paid statutory holiday shall not be considered as part of the employee's vacation, and an additional day-off with pay shall be granted to such employee, at a time acceptable to the employee and the Employer.
- (iv) Where an employee's regularly scheduled rest day occurs on the day a statutory holiday occurs and is celebrated, he/she shall be given an additional day off in lieu thereof, on the first scheduled work day following the statutory holiday or scheduled at another time by mutual agreement.

ARTICLE 17: SICK LEAVE

17.01 Entitlement

- (i) In case of illness, employees who have completed the probation period shall be granted sick leave with pay in accordance with the following schedule:

- (a) During the first calendar year of service: one and one-quarter (1 1/4) days for each completed month of service commencing upon satisfactory completion of six (6) months of continuous service.
- (b) Upon completion of the first (1st) calendar year of service and thereafter: fifteen (15) days per year.
- (ii) No more than one hundred (100) days may be accumulated. All sick leave requests (appropriate form) must be approved by the Employer. Annual entitlement shall be advanced to an employee on January 1 of each year.
- (iii) Sick leave entitlement shall be pro-rated on an hourly basis for regular part-time employees.

17.02 Proof of Illness

The Employer reserves the right to require satisfactory proof of illness before pay for sick leave is granted.

17.03 Subrogation

An employee who receives wage loss benefits from the Insurance Corporation of British Columbia or a court action shall reimburse the Employer (at the rate paid out) for benefits under this Article up to the amount of:

- (i) Benefits received from the Employer as sick leave; or
- (ii) Benefits received from the Insurance Corporation of British Columbia or a court action and designated as compensation for loss of wages, whichever is less.

The sick leave shall be restored to the amount of reimbursement remitted by the employee.

ARTICLE 18: EFFECT OF ABSENCE ON SICK LEAVE AND VACATIONS

18.01 Effect of Absence on Sick Leave and Vacations

Employees shall not earn vacation and sick leave while they are:

- (i) In receipt of Workers' Compensation after one (1) year.

ARTICLE 19: BEREAVEMENT LEAVE

19.01 Bereavement Leave

- (i) In the event of the death of an employee's spouse (including common-law spouse), child or parent(s), such employee shall be granted upon request five (5) consecutive paid days of leave from work, within the two (2) week period surrounding the death.
- (ii) In the event of the death of an employee's brother(s), sister(s), mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents, grandchildren or any other relative living at the same residence as the employee, such employee shall be granted upon request three (3) consecutive paid days of leave from work, within the two (2) week period surrounding the death.
- (iii) The Employer shall also authorize reasonable travel time with pay to a maximum of two (2) additional days in instances where such time is deemed appropriate as a result of the location of the funeral.

ARTICLE 20: LEAVE FOR COURT APPEARANCES

20.01 Jury Or Court Witness Duty

- (i) The Employer shall grant leave of absence without loss of pay and benefits to employees, other than employees on leave without pay, who serve as jurors, or ordered to appear as a witness in a court action, provided such court action is not occasioned by the employee's private affairs.
- (ii) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.
- (iii) An employee in receipt of their regular earnings while serving at court shall remit to the Employer all monies paid to them by the court, except travelling and meal allowances not reimbursed by the Employer.

ARTICLE 21: GENERAL AND OTHER LEAVE

21.01 General Leave

The Employer may grant approval for a regular employee to take a leave of absence without pay for special purposes. Written requests for such leaves of absence should be submitted to the Employer for reasonable consideration. After thirty (30) days on such general leave the employee shall not earn vacation, sick leave and statutory holidays.

21.02 Leave for Training

Leaves of absence for skills upgrading or such other training purposes, as may be approved by the Employer, shall not be a reason for loss in seniority.

21.03 Special Leave

- (i) A regular employee shall receive, on application, special leave without loss in normal salary to a maximum total of three (3) working days in any one (1) calendar year (January 1 to December 31), for reasons (a) to (f) inclusive:
 - (a) Marriage of the employee – one (1) day.
 - (b) Attend wedding of the employee's child – one (1) day.
 - (c) Birth or adoption of the employee's child – one (1) day.
 - (d) Attend the employee's formal ceremony to become a Canadian Citizen – one (1) day.
 - (e) Attend funeral as a pallbearer – one-half (½) day.
 - (f) Serious household or domestic (family) emergency – one (1) day, subject to the approval of the Employer.
- (ii) Leave under (i)(a), (b) and (d) shall not apply unless the Employer has received two (2) weeks prior notice.
- (iii) Leave under (i) shall apply only on the workday on which the situation occurs.
- (iv) Time absent from work under (i)(f) shall be deducted from the employee's accumulated sick leave.
- (v) Leave under (i)(c) shall have no application if the employee is absent under Maternity, Parental or Adoption Leave.

21.04 Family Responsibility Leave

An employee is entitled to deduct up to three (3) days of accumulated sick leave during each employment year to meet responsibilities related to:

- (i) the care, or health of a child in the employee's care, or
- (ii) the care or health of any other member of the employee's immediate family as defined in article 19.01 (i) (Bereavement Leave).

21.05 Effects of Leave of Absence on Benefits

(i) Compensation Received During Leave of Absence

An employee who is absent from work and receives compensation from the Employer or the Workers' Compensation Board, shall not suffer any reduction or loss of employment related benefits during such period of leave.

(ii) No Compensation Received During Leave of Absence

An employee who is absent from work and receives no compensation from the Employer or the Workers' Compensation Board, shall not suffer any reduction or loss of employment related benefits for the first thirty (30) consecutive days.

- (iii) Employment related benefits include the caretaker taxable rent benefit.

ARTICLE 22: LEAVE OF ABSENCE UNION OFFICIALS

22.01 List of Union Officials

The Union shall provide the Employer with a list of the names of the Stewards, Officers and other official representatives of the Union that the Employer may be required to transact business with. This list shall be kept current at all times.

22.02 Leave For Union Business

- (i) All applications for leave of absence to conduct Union business, whether with or without pay, shall be granted upon application to the Employer unless a work emergency prevents the granting of such leave.

- (ii) Not more than two (2) official representatives of the Union shall be granted time-off without loss in regular salary/wages when meeting with official representatives of the Employer for the purpose of:
 - (a) Union/Management meetings.
 - (b) While negotiating the renewal or revision of this Collective Agreement.
- (iii) Official representatives of the Union shall be granted leaves of absence without salary or benefits for the purpose of attending meetings or transacting other business in connection with matters affecting members of the bargaining unit.
- (iv) The Union shall provide the Employer with reasonable notice prior to the commencement of any leave granted under Article 22.02.
- (v) When leave without pay is granted under Subsection (iii), the Employer shall not make a deduction from the regular salary or the benefits of the employee(s) on leave provided the Union reimburses the Employer the amount of the salary within thirty (30) days of the invoicing date by the Employer.

22.03 Public Office Leave

- (i) The Employer shall grant, on written request, leave of absence without pay:
 - (a) For employees to seek election in a municipal, provincial or federal election for a maximum period of eight (8) weeks.
 - (b) For employees elected to a public office for the term of the office.
- (ii) Written request must be provided to the Employer a minimum of two (2) weeks in advance of the effective date of the leave.
- (iii) During such leaves of absence, seniority, benefits and entitlements shall be frozen and shall not continue to accrue or be utilized by that elected employee.
- (iv) An employee who obtains such leave of absence pursuant to (i) above must return to work with the Employer within thirty (30) calendar days after completion of public office.

22.04 Leave for Full-Time Union Duties

- (i) An employee who has been offered a temporary or full-time position with the Canadian Union of Public Employees, the British Columbia Federation of Labour, or the Canadian Labour Congress shall be granted unpaid leave of absence without loss of seniority for a period of up to one (1) year.
- (ii) An employee elected to a full-time Union office shall be granted unpaid leave of absence for their term of office. During such leave of absence, wages, seniority, benefits and entitlements shall continue to accrue and be utilized by that elected employee. The Employer shall not make a deduction from the regular salary or the benefits of the employee(s) on such leave provided the Union reimburses the Employer the amount of the salary within thirty (30) days of the invoicing date by the Employer.
- (iii) A request for such leaves shall be provided to the Employer in writing a minimum of thirty (30) days prior to the effective date of the leave.

ARTICLE 23: MATERNITY, PARENTAL AND ADOPTION LEAVE

23.01 Length of Leave

(i) Birth Mother

A pregnant employee shall be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to thirty-five (35) consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the maternity leave. In the event the birth mother dies or is totally disabled, an employee who is the father of the child shall be entitled to both maternity and parental leave without pay.

(ii) Birth Father

An employee who is the birth father shall be entitled to up to thirty-seven (37) consecutive weeks of parental leave without pay. The employee shall take the leave within fifty-two (52) weeks of the child's birth or date the child comes within the care and custody of the employee.

(iii) Adoptive Parent

An employee who is the adoptive father or the adoptive mother shall be entitled to up to thirty-seven (37) weeks of parental leave. An employee shall take the parental leave within fifty-two (52) weeks of the date the child comes within the care and custody of the employee.

(iv) Extensions - Special Circumstances

An employee shall be entitled to extend maternity leave without pay where a physician certifies the employee as unable to return to work for medical reasons related to the birth or because the child suffers medical complications.

An employee shall be entitled to extend the adoption leave by up to an additional five (5) consecutive weeks' leave without pay where the child, before coming into the employee's care and custody, is certified as suffering from a physical, psychological or emotional condition.

23.02 Notice Requirements and Commencement of Leave

- (i) An employee who requests adoption or parental leave shall be required to provide proof of adoption or birth of the child.
- (ii) An employee shall provide written notice, at least four (4) weeks in advance, of the intended commencement date of the maternity and/or parental leave. In the case of adoption of a child, the employee shall provide as much notice as possible.
- (iii) The Employer may require a pregnant employee to commence maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy. In such cases the employee's previously scheduled leave period will not be affected.
- (iv) An employee on maternity leave, adoption or parental leave shall provide four (4) weeks' notice prior to the date the employee intends to return to work.
- (v) An employee who wishes to return to work within six (6) weeks following the actual date of the birth may be required to provide a certificate from a medical practitioner stating the employee is able to return to work.
- (vi) Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, the maternity leave will be deemed to have started on the date of birth.

23.03 Return to Work

On resuming employment an employee shall be reinstated to their previous position or a comparable position if their previous position has been eliminated, and for the purposes of pay increments, benefits, referenced in 23.05 herein, and vacation entitlement (but not for public holidays or sick leave) maternity and parental leave shall be counted as service. Vacation pay shall be prorated in accordance with the duration of the leave and an employee may elect not to take that portion of vacation which is unpaid.

23.04 Sick Leave

- (i) An employee who suffers any illness or disability prior to commencing maternity leave shall be entitled to sick leave benefits.
- (ii) An employee while on maternity leave, adoption leave or parental leave shall not be entitled to sick leave benefits during the period of leave.
- (iii) Notwithstanding paragraph 23.04(ii), an employee on maternity leave, adoption leave or parental leave who has notified the Employer of their intention to return to work pursuant to Sections 23.02 (iv) and (v) and who subsequently suffers any illness or disability which prevents them from returning to work as scheduled, whether or not such illness or disability is related to pregnancy, shall be entitled to sick leave benefits commencing on the first day on which the employee would otherwise have returned to work.

23.05 Benefits

MSP, Dental, EHB and Group Life Insurance benefits shall continue uninterrupted during the period of time the employee is on maternity, adoption and/or parental leave and the employee shall make arrangements prior to commencing the leave to pay their share of the benefit premiums for that period where the premiums are cost-shared.

23.06 Seniority

Seniority shall continue to accrue to the credit of the employee taking leave under this Article.

23.07 Video Display Terminals

- (i) Pregnant employees shall have the option not to continue monitoring video display terminals which use cathode ray tubes.

- (ii) When a pregnant employee chooses not to monitor such video display terminals, if other work is available at the same or lower level, she may be assigned to such work. Where a work assignment of this nature is not available a regular employee shall be placed on unpaid leave of absence until she qualifies for maternity leave.
- (iii) In the event an alternate work assignment is not available and the employee is placed on unpaid leave of absence, the Employer shall continue to pay the Employer portion of the health and welfare benefits set out at Section 24.01 should the employee elect to continue such coverage.

ARTICLE 24: BENEFIT PLANS

24.01 Benefit Plans

The Employer shall contribute eighty percent (80%) of the total monthly cost of benefits for eligible employees, as determined by the benefit carrier. It is understood that such eligibility shall always include regular employees who have completed three (3) calendar months of continuous service and who work a minimum of twenty-five (25) hours per week and may include employees who work less than twenty-five (25) hours per week depending on the requirements of the carrier. Benefits shall include MSP, Extended Health, Dental, Group Life Insurance and LTD as per Schedule B, which is attached to and forms part of this Collective Agreement.

Employees who do not meet the minimum hours of work eligibility in accordance with the benefit carrier's requirements, shall be paid eleven percent (11%) in lieu of benefits.

Notwithstanding the above, a newly hired employee may enrol in the Benefit Plans upon being hired provided they pay the full premium to the Employer.

24.02 Same Sex Relationships

An employee who co-habits with a person of the same sex, and who promotes such person as a "spouse" (partner), and who has done so for a period of not less than two (2) years, will be eligible to have that person covered as a spouse for purposes of Medical Services, Extended Health and Dental benefits and leaves related to family matters. This coverage includes dependants of the employee's same sex spouse.

ARTICLE-25: NEW AND REVISED CLASSIFICATIONS

25.01 Job Descriptions

- (i) All positions shall have a job description.
- (ii) An employee shall receive a copy of his/her job description.
- (iii) Prior to any substantive change in the job description, the Union shall be provided with one month's notice of the proposed change. The Union shall have the right to challenge changes in job descriptions which are material in nature, in accordance with the grievance procedure.
- (iv) The Union and the employee shall receive a copy of the altered job description.
- (v) Where a new position is established by the Employer, the rate of pay for such new position shall be established by the Employer for a period of six (6) months. The employee(s) involved or the Union may request a review of this pay rate following the completion of this six (6) month period. If the Employer and the Union are unable to reach agreement on the rate of pay, the matter may be resolved by arbitration under this Agreement.
- (vi) When a final rate of pay under this Article differs from that being paid at the time of the evaluation request, the difference shall be paid retroactively to the date the employee first requested the review.

ARTICLE-26: STRIKES, LOCKOUTS AND POLITICAL ACTION

26.01 Strikes or Lockouts

During the term of this Agreement there shall be no lockouts by the Employer, or any person acting on behalf of the Employer; nor shall there be any strike, or withdrawal of services, on the part of the Union or any of the employees. The Employer shall not request, require or direct employees within this unit to perform work resulting from legal strikes which would normally be performed by those on strike, nor shall the employees within this bargaining unit be required to cross any legal Union picket line resulting from a legal strike as defined in the Labour Relations Code of B.C., and such employee shall be deemed to be on unpaid leave.

26.02 Political Action

No employee shall be disciplined for participation in any political action(s) called for by the Canadian Labour Congress, its affiliates, or subordinate bodies.

ARTICLE 27: NO DISCRIMINATION

27.01 No Discrimination

- (i) The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotions, transfers, layoff, discipline, discharge or otherwise by reason of age, race, creed, colour, physical or mental disability, national origin, political or religious affiliation, sex, sexual orientation, family status or marital status; nor by reason of his/her membership in the Union.
- (ii) The application of the foregoing shall be subject to Section 13 (3) of the BC Human Rights Code, that requires the test of bona fide and reasonable justification to those matters as expressed in the BC Human Rights Code.

ARTICLE 28: SEXUAL HARASSMENT

28.01 Sexual Harassment

The Employer and the Union recognize the right of employees to work in an environment free from sexual harassment and agree to cooperate in attempting to resolve, in a confidential manner, all complaints of sexual harassment which may arise in the work place.

28.02 Definition

For purposes of this Agreement, sexual harassment shall be defined as any sexually oriented practice which undermines an employee's health or job performance, or endangers an employee's employment status or potential.

28.03 Resolution Process

Cases of sexual harassment shall be considered as discrimination and, if not resolved on a confidential basis pursuant to Article 28.01 above, shall be eligible to be processed as a grievance. In cases of sexual harassment, an Arbitration Board, shall have the power to transfer or discipline any person found guilty of sexually harassing an employee.

ARTICLE 29: WORKPLACE HARASSMENT

29.01 Harassment Free Environment

The Employer and the Union recognize the right of employees to work in an environment free from harassment and agree to co-operate in attempting to resolve complaints of harassment which may arise in the workplace.

29.02 Managerial/Supervisory Rights

Work place harassment does not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities.

29.03 Workplace Harassment Resolution Process

Cases of workplace harassment shall, if not resolved, be eligible to be processed as a grievance.

ARTICLE 30: OCCUPATIONAL HEALTH AND SAFETY

30.01 Mutual Co-operation

The Employer and the Union agree to co-operate in improving the safety and occupational health of employees and in educating employees and supervisors in proper safety practices and procedures.

30.02 Hazardous Substances

- (i) The Employer shall provide the Union, where practicable, with such information as may come into the Employer's possession which identifies the dangers involved with hazardous substances that employees are required to use in the course of their work.

- (ii) In the event a human body is found in one of the Societies properties, clean up shall be contracted to a company qualified to do such clean up. Society employees are not required to perform such clean up.
- (iii) In the event a suite requiring cleaning is found to be hazardous, employees will not be required to perform such clean up.

30.03 Protective Clothing

- (i) The Employer shall maintain an adequate supply of protective clothing and protective equipment for use by designated employees when such clothing is either required by W.C.B. regulations or as determined by the Employer. Protective clothing, where required, shall be of a nature appropriate for the work being performed and will be supplied in appropriate sizes. Such apparel and equipment shall be replaced upon presentation of damaged or worn out items, and upon termination of employment.
- (ii) Protective clothing shall be issued to employees where the needs arise based on operational needs.

ARTICLE 31: GENERAL PROVISIONS

31.01 Resident Caretaker Hydro

Resident caretakers shall not be responsible for paying B.C. Hydro bills for their housing.

31.02 Contracting Out

No regular employee shall be laid off and placed on the recall list, terminated, or failed to be recalled to their classification as a result of contracting out.

31.03 Personnel Files

- (i) Upon five (5) working days notice to the Employer an employee shall have the right to review the information contained in their personnel record in the presence of a designated manager, without removing the file from the office. If the employee disagrees with any of the information contained in their personnel records, the employee shall have the right to state the reasons for their disagreement in writing and this statement shall be attached to and become part of their personnel records.

- (ii) An employee shall have the right to have copies of any material contained in their personnel record.

ARTICLE 32: TERM OF AGREEMENT

32.01 Term

This Agreement shall be in effect from and including, January 1, 2011 to and including December 31, 2013, and shall continue in effect from year to year thereafter, subject to the right of either party, within four (4) months immediately preceding the expiry date, or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, to require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of this Agreement, or a new Agreement.

32.02 Continuation Clause

Should either party give written notice to the other party in accordance with Article 33.01, this Agreement shall thereafter continue in full force and effect, until the Union shall commence a legal strike or the Employer shall commence a legal lockout, or the parties shall conclude a renewal or revision of this Agreement, or a new Agreement.

32.03 Section 50 Excluded

Sections 50 (2) and (3) of the Labour Relations Code of B.C. shall be excluded and have no application to this Agreement.

The parties hereto have caused this Agreement to be executed this 7th day
of April in the year 2011 in the City of Victoria,
Province of British Columbia.

SIGNED ON BEHALF OF
GREATER VICTORIA
HOUSING SOCIETY

Kays Melliship
Executive Director

[Signature]
Head of Property Operations

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL NO. 1978

[Signature]
Jason Dales
VICE PRESIDENT

[Signature]
G V HS chair

[Signature]
shop steward

ljw/cope#491

SCHEDULE "A"

Rates of Pay

POSITION	Wage Increase 2.0% Jan. 1, 2011	Wage Increase 2.0% Jan. 1, 2012	Wage Increase 2.0% Jan. 1, 2013
Administrative Clerk	\$19.38	\$19.77	\$20.17
Assistant to Property Operations	\$22.38	\$22.83	\$23.29
Assistant Manager of Finance	\$20.40	\$20.81	\$21.23
Caretaker	\$18.20	18.56	\$18.93
Housing Assistant	\$22.30	\$22.75	\$23.21
Housing Clerk	\$18.20	\$18.56	\$18.93
Maintenance Assistant	\$22.38	\$22.83	\$23.29
Receptionist/Clerk	\$15.61	\$15.92	\$16.24

No employee shall have their regular wages reduced as a consequence of implementation of this wage schedule.

Schedule B

Benefit Package Summary

BENEFITS	DESCRIPTION
Employee Life Insurance	2 X Annual Earnings to \$300,000
	Includes "waiver" of premium provision, and conversion privilege
Accidental Death and Dismemberment Insurance	2 X annual earnings to \$300,000
	Includes "waiver" of premium provision
Extended Health Care	Nil deductible
	Unlimited overall maximum
	80% reimbursement of eligible expenses which include: -Prescription drugs with "real-time" pay direct drug card -fertility drugs - \$1,200 calendar year maximum -anti-smoking agents - \$150 lifetime maximum
	100% reimbursement of other eligible expenses which include: -semi-private hospital -emergency out-of-Canada expenses: unlimited maximum trip duration of 60 days – includes travel assistance benefit. -vision care: \$200 every 24 months for adults and every 12 months for children under age 18 -eye exams: one eye exam every 24 months for adults and every 12 months for children under age 21 -\$500 calendar year maximum for each paramedical service, including: -Acupuncturist -Chiropractor -Chiropractor -Christian Science Practitioner -Naturopath -Osteopath -Podiatrist -Psychologist -Registered Masseur -Speech Therapist -Physiotherapist Services – unlimited maximum -Ambulance services – to the nearest hospital able to provide the required treatment -Custom-made orthopaedic shoes: \$500 calendar year maximum

Extended Health Care (continued)	<ul style="list-style-type: none"> -Prescribed orthotics: \$350 calendar year maximum -Hearing aids - \$500 every 5 years -Private duty nursing - \$25,000 every 3 consecutive years -Other medically necessary services and supplies -24-month survivor benefit
Long Term Disability	<p>The benefit commences after 17 weeks of disability</p> <p>The benefit amount is equal to 66 2/3% of the first \$2,600 of monthly earnings, 50% of the next \$2,200 of monthly earnings, and 45% of the balance to a maximum of \$5,000</p> <p>Non-taxable benefit</p> <p>Primary (i.e. employee only) CPP offsets</p> <p>Definition of "disability" is 2-year own-occupation, any occupation thereafter</p> <p>The benefit is payable to age 65</p>
Dental	<p>Nil Deductible</p> <p>100% reimbursement of eligible Basic Services including:</p> <ul style="list-style-type: none"> -Examinations, with 6-month recall -X-rays -Scaling and polishing -Fluoride treatment -Anaesthesia --Space maintainers -Fillings -Endodontic treatment -Periodontic treatment -Surgical procedures -Repairs to, relining of, and rebasing of removable prosthodontics <p>50% reimbursement of eligible Major Services including:</p> <ul style="list-style-type: none"> -Crowns -Dentures -Bridgework -"Open space" limitation applies <p>50% reimbursement of eligible Orthodontic Services</p> <p>Current B.C. Dental Association Fee Guide</p> <p>\$1500 calendar year maximum for Basic/Major Services combined per insured individual, and \$1500 lifetime maximum for Orthodontic Services, for each child under 19 years of age</p> <p>24-month survivor benefit</p>
"Employee"	Is defined as a permanent employee working a minimum of 25 hours each and every week
"Dependent"	Is defined as the insured employee's spouse or common-law spouse, and children under 21 years of age, or under 25 years of age if attending full-time college/university

Participation	The coverage will be “compulsory” for all employees – married employees may opt out of the Extended Health Care and/or Dental benefits (but only these benefits) if proof of spousal coverage is provided.
Evidence of Insurability	Satisfactory evidence of insurability is required for amounts exceeding \$100,000 of Employee Life Insurance and AD&D, and \$2,500 of Long Term Disability. If an employee is currently insured for amounts higher than these amounts, the higher amounts will be “grandfathered.”
Reduction in Coverage	Employee Life Insurance and Accidental Death and Dismemberment Insurance reduce by 50% at age 65.
Termination of Coverage	An employee’s coverage terminates at retirement, or attainment of age 70, whichever occurs first. Individual health and dental coverage is available to these employees; as well as to dependent children whose coverage is terminated due to age; and to employees who move from full-time employment to part-time employment (individual health and dental coverage is also available to contract individuals)

Letter of Understanding No. 1

Between

Greater Victoria Housing Society

And

CUPE Local 1978


Re: Acquisition of New Buildings and Variation in Hours of Work

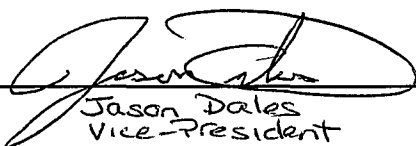
Should circumstances arise that the acquisition of a new building is contingent on the Employer hiring staff at the new building, the Union will agree to a variance of the work schedule of staff if necessary, in accordance with Article 12.02.

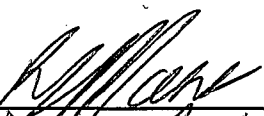
IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed this 7 day of April in the year 2011, in the City of Victoria, Province of B.C.

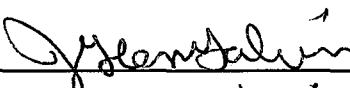
FOR THE EMPLOYER


FOR THE UNION


Executive Director.


Jason Dales
Vice-President


Mark of New Operations


GVAS Chair


shop steward