

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**GREATER VICTORIA HOUSING SOCIETY**

**AND**

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



**JANUARY 1, 2024 – DECEMBER 31, 2028**

## **TABLE OF CONTENTS**

ARTICLE 1: DEFINITIONS .....	2
1.01 Party .....	2
1.02 Employer.....	2
1.03 Employee.....	2
1.04 Regular Employee .....	2
1.05 Probationary Employee.....	2
ARTICLE 2: UNION RECOGNITION .....	2
2.01 Bargaining Agent .....	2
2.02 Bargaining Unit .....	2
2.03 No Other Agreements .....	3
ARTICLE 3: EMPLOYER'S RIGHTS.....	3
3.01 Management Rights.....	3
ARTICLE 4: UNION SECURITY AND CHECK-OFF .....	3
4.01 Union Membership.....	3
4.02 Union Dues .....	3
4.03 Dues Receipts.....	3
4.04 Record of Employment on Termination.....	3
4.05 Recognition and Rights of Stewards and Union Representatives .....	4
ARTICLE 5: NEW EMPLOYEES.....	4
5.01 Copies and Printing the Agreement .....	4
5.02 Notification to the Union .....	4
ARTICLE 6: UNION-MANAGEMENT COMMITTEE AND CORRESPONDENCE .....	5
6.01 Correspondence .....	5
6.02 Union-Management Committee .....	5
ARTICLE 7: GRIEVANCE PROCEDURE .....	6
7.01 Definition.....	6
7.02 Procedure .....	6
7.03 Extension of Time Limits.....	6
7.04 Policy Grievances .....	6
7.05 Grievable Disciplinary Action .....	7
7.06 Union Representation .....	7
7.07 Deviation From Grievance Procedure.....	7
ARTICLE 8: ARBITRATION PROCEDURES.....	8
8.01 Arbitrator: Appointment of Arbitrator .....	8
8.02 Powers of Arbitrator .....	8
8.03 Cost of Arbitration .....	8
8.04 Reinstatement After Dismissal or Suspension .....	8
8.05 Expedited Arbitration.....	9

ARTICLE 9: SENIORITY .....	9
9.01 Definition .....	9
9.02 Probationary Period .....	9
9.03 Seniority List .....	9
9.04 Loss of Seniority .....	10
9.05 Transfer Out of Bargaining Unit .....	10
ARTICLE 10: POSTING AND FILLING OF VACANCIES .....	10
10.01 Posted Vacancies .....	10
10.02 Factors Considered in Filling Posted Vacancies .....	11
10.03 Appraisal Period .....	11
ARTICLE 11: LAYOFFS AND RECALL .....	11
11.01 Definition .....	11
11.02 Layoff Order .....	11
11.03 Reassignment Rights .....	12
11.04 Recall List .....	12
11.05 Recall Rights .....	12
11.06 Status While on Recall List .....	12
ARTICLE 12: HOURS OF WORK .....	12
12.01 Hours of Operation .....	12
12.02 Work Schedule Changes .....	13
12.03 Workweek .....	13
12.04 Workday .....	13
12.05 Hours of Work for Part-time Employees .....	13
12.06 Employee to be Advised .....	13
12.07 Meal Periods .....	14
12.08 Reporting Pay .....	14
12.09 Flex Time .....	14
12.10 Conversion of Hours .....	15
ARTICLE 13: OVERTIME .....	15
13.01 Overtime .....	15
13.02 Overtime Rates .....	15
13.03 Payment of Overtime .....	16
13.04 Working on Day of Rest .....	16
13.05 Call-Out .....	16
13.06 Accumulated Overtime Balances .....	16
13.07 Standby .....	16
ARTICLE 14: WAGES/SALARIES AND ALLOWANCES .....	17
14.01 Schedule "A" .....	17
14.02 Pay While Relieving in a Higher-Rated Position .....	17
14.03 Personal Vehicle .....	17
14.04 Tool Allowance .....	18
14.05 Training .....	18

ARTICLE 15: ANNUAL VACATIONS .....	18
15.01 Entitlement .....	18
15.02 Scheduling Vacations .....	19
15.03 Approved Leave of Absence During Vacation .....	20
15.04 Entitlement on Termination.....	20
ARTICLE: 16 STATUTORY HOLIDAYS .....	20
16.01 Entitlement .....	20
ARTICLE 17: SICK LEAVE .....	21
17.01 Entitlement .....	21
ARTICLE 18: EFFECT OF ABSENCE ON SICK LEAVE AND VACATIONS.....	22
18.01 Effect of Absence on Sick Leave and Vacations .....	22
ARTICLE 19: BEREAVEMENT LEAVE.....	22
19.01 Bereavement Leave .....	22
ARTICLE 20: LEAVE FOR COURT APPEARANCES.....	23
20.01 Jury Or Court Witness Duty.....	23
ARTICLE 21: GENERAL AND OTHER LEAVE.....	23
21.01 General Leave .....	23
21.02 Leave for Training .....	23
21.03 Special Leave.....	24
21.04 Family Responsibility Leave .....	24
21.05 Domestic or Sexual Violence Leave.....	24
21.06 Effects of Leave of Absence on Benefits.....	25
ARTICLE 22: LEAVE OF ABSENCE UNION OFFICIALS.....	25
22.01 List of Union Officials.....	25
22.02 Leave For Union Business .....	25
22.03 Public Office Leave .....	26
22.04 Leave for Full-Time Union Duties .....	26
ARTICLE 23: MATERNITY, PARENTAL AND ADOPTION LEAVE .....	27
23.01 Length of Leave.....	27
23.02 Notice Requirements and Commencement of Leave .....	28
23.03 Return to Work .....	28
23.04 Sick Leave.....	28
23.05 Benefits .....	29
23.06 Seniority .....	29
ARTICLE 24: BENEFIT PLANS .....	29
24.01 Benefit Plans .....	29
ARTICLE 25: EMPLOYER MATCHING RRSP PLAN .....	30
25.01 Employer Matching RRSP Plan.....	30
ARTICLE 26: NEW AND REVISED CLASSIFICATIONS.....	30
26.01 Job Descriptions.....	30

ARTICLE 27: STRIKES, LOCKOUTS AND POLITICAL ACTION .....	31
27.01 Strikes or Lockouts .....	31
27.02 Political Action .....	31
ARTICLE 28: NO DISCRIMINATION .....	31
28.01 No Discrimination .....	31
ARTICLE 29: SEXUAL HARASSMENT .....	32
29.01 Sexual Harassment .....	32
29.02 Definition .....	32
29.03 Resolution Process .....	32
ARTICLE 30: WORKPLACE HARASSMENT .....	32
30.01 Harassment-Free Environment .....	32
30.02 Managerial/Supervisory Rights.....	32
30.03 Workplace Harassment Resolution Process .....	33
ARTICLE 31: OCCUPATIONAL HEALTH AND SAFETY .....	33
31.01 Mutual Co-operation .....	33
31.02 Hazardous Substances .....	33
31.03 Protective Clothing .....	33
ARTICLE 32: GENERAL PROVISIONS .....	34
32.01 Contracting Out .....	34
32.02 Personnel Files.....	34
ARTICLE 33: TERM OF AGREEMENT .....	34
33.01 Term .....	34
33.02 Continuation Clause .....	35
33.03 Section 50 Excluded.....	35
SCHEDULE "A" .....	36
SCHEDULE "B" .....	37

## **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 Employer**

Means the Greater Victoria Housing Society.

### **1.03 Employee**

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

### **1.04 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.

### **1.05 Probationary Employee**

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

## **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 (T4) slips are made available, the Employer shall provide a record, or print on the T4 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)    The Union Representative can be the Greater Victoria Housing Society CUPE Chair or a Representative of the Local.
- (iii)   A steward or union representative shall obtain the permission of the Employer before leaving their work to perform their duties as a steward. Such permission shall not be unreasonably withheld. On resuming their normal duties, the steward and/or union representative shall notify their supervisor.
- (iv)    The duties of union representatives and/or stewards include (but are not limited to):
  - (a)     Investigation of grievances and complaints of an urgent nature.
  - (b)     Assisting an employee in presenting a grievance in accordance with the grievance procedure.
  - (c)     The duties of a union representative and/or steward include attending meetings with the Employer.
- (v)    Time away from work pursuant to (iv) (b) and (c) shall be 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 and made available electronically.

#### **5.02     Notification to the Union**

The Employer shall notify the Union of the name, home address, personal email, position, 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**

- (i) The Union shall be copied on all correspondence for all hiring, promotions, demotions and appointments, terminations, letters of discipline, deaths, layoffs, recalls and reclassifications of regular employees.
- (ii) The Union shall be notified of any employee who initiates an application for long-term disability benefits.
- (iii) The Union shall be notified of any employee who has a claim with the Workers' Compensation Board that has been rejected.
- (iv) The Union shall be notified of any employee who has retired or resigned.

### **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 thirty (30) 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 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.

#### **7.07 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 Arbitrator: Appointment of Arbitrator**

- (i) When either party requests that a grievance be submitted to arbitration pursuant to Subsection 7.02 (ii) both parties will submit three (3) Arbitrator names to the other party for agreement on a single Arbitrator.
- (ii) If the parties are unable to agree upon selection of an Arbitrator within ten (10) working days, the Director of the Collective Agreement Arbitration Bureau shall appoint the Arbitrator.
- (iii) The time limits fixed by this procedure may be extended by mutual consent of the parties.

### **8.02 Powers of Arbitrator**

- (i) The Arbitrator may determine their 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 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 they deem 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.

### **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 their 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. Any employee displaced as a result shall likewise be eligible for reassignment as per Article 11.03.

## **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 by mutual agreement. 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) They are terminated for cause and are not reinstated.
- (ii) They resign.
- (iii) They have been laid off for longer than twelve (12) consecutive months, or fail to accept recall under Section 11.05, or fail to report on the date and time required when recalled.

#### **9.05 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 their 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 their 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 they currently occupy 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 Reassignment Rights**

An employee who has been notified of layoff has the right to be reassigned to another position and displace a less senior employee at the same or a lower hourly rate of pay, provided the employee requesting reassignment has the qualifications, experience, skill and ability to perform the work in question. A request for reassignment shall be made within five (5) working days of the employee receiving written notice of layoff. A displaced employee shall have the same rights of reassignment 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 Workweek**

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 Workday**

Except as otherwise provided pursuant to Article 12.02 above, the workday 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 workday 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.

In addition, an employee shall be permitted a paid rest period of fifteen (15) consecutive minutes within their shift. To be eligible for the rest period an employee must work in excess of a four (4) hour shift.

## **12.08 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.

## **12.09 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 8:00 p.m. Monday to Friday to a maximum of their hours per week. Such requests shall not be unreasonably denied.
- (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 workday between 7:30 a.m. and 8:00 p.m. with approval from their immediate supervisor.

Article 6.01 shall apply.

## **12.10 Conversion of Hours**

### **(i) Lieu Days**

Where an employee is granted a lieu day pursuant to Article 16.01 (iii) or (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 15.01, 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 16 – 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 workday, 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**

- (i) 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.
- (ii) Where employees are responding to any number of work-related issues by telephone after the regular workday, they shall be compensated at overtime rates pursuant to Article 13.02 with a minimum of one half-hour (30 minutes) to resolve the issue.
- (iii) The Employer shall ensure there is an equitable distribution of call-out amongst regular employees who are willing and qualified to perform the available work by offering the call-out in seniority order on a rotational basis.

### **13.06 Accumulated Overtime Balances**

Accumulated overtime balances shall be paid out or taken as paid days off before scheduling of annual vacation leave.

### **13.07 Standby**

- (i) Standby means a scheduled period of time, outside of employee's normal workday or workweek, when that employee remains available to report for duty on a call-out basis.
- (ii) Standby shall be distributed on a rotational basis amongst Maintenance employees, the Managers of Daily Operations, and the Manager of Capital Assets and Planning and will be mandatory.
- (iii) An employee on standby shall be paid the following premiums:
  - (a) One (1) hour of pay for each day, Monday to Friday; at the employee's regular rate of pay as set out in Schedule "A".

- (b) Two (2) hours of pay for each day Saturday and Sunday;  
At the employee's regular rate of pay as set out in Schedule "A".
- (c) Three (3) hours of pay for each statutory holiday; at the  
employee's regular rate of pay as set out in Schedule "A".
- (iv) Employees working Standby shall have the option of being paid or  
taken as time off in lieu (TOIL) at a mutually agreed to time by the  
Employer and the employee.

## **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 their 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, painters and gardeners who use their personal vehicles for work-related reasons shall be reimbursed as described in (i) above and in addition be compensated for extra wear and tear on vehicle at the rate of one hundred and five dollars (\$105) per month. Each subsequent year the reimbursement will increase by five dollars (\$5.00) per month, effective January 1<sup>st</sup> of each year.

<b>January 2024</b>	<b>\$105</b>
<b>January 2025</b>	<b>\$110</b>
<b>January 2026</b>	<b>\$115</b>
<b>(ongoing each Jan.)</b>	

- (iii) Employees who are required to use their personal vehicles for work related reasons shall be provided with or reimbursed for parking.

- (iv) The Employer shall reimburse any employee required to use their vehicle for work for insuring a vehicle at the rate of one hundred and fifty dollars (\$150) annually.
- (v) Employees required to use their personal vehicle for work shall be compensated for any kilometres in excess of fifteen (15) kilometres or distance from their home to the headquarters location, whichever is greater.

#### **14.04 Tool Allowance**

Maintenance employees shall receive a two hundred and fifty dollar (\$250.00) annual tool allowance payable each January.

#### **14.05 Training**

- (i) 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.
- (ii) When approved in writing in advance by the Employer, an employee enrolled in a training program or academic course which is directly related to his or her employment will be reimbursed in full for the cost of tuition and required materials upon submitting proof of successful completion of the training program or course.
- (iii) Leave of absence for job-related courses, initiated by the employee, may be granted at the discretion of the Employer, and such leave may be without pay, or with partial or full pay.

### **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.
- (iii) Upon successful completion of the probationary period, the employee shall receive the remaining allotment for the balance of the year.

- (iv) A part-time employee shall be entitled to vacation time on a prorated basis.
- (v) A regular full-time employee will have an annual vacation entitlement as follows:

<u>Vacation Year</u>		<u>Workdays</u>	
<b>Vacation Year</b>	<b>Workdays</b>	<b>Vacation Year</b>	<b>Workdays</b>
Starting Year	1.25 days/month	Eleventh Year	25
First Year	15	Twelfth Year	26
Second Year	16	Thirteenth Year	27
Third Year	17	Fourteenth Year	28
Fourth Year	18	Fifteenth Year	29
Fifth Year	19	Sixteenth Year	30
Sixth Year	20	Seventeenth Year	31
Seventh Year	21	Eighteenth Year	32
Eighth Year	22	Nineteenth Year	33
Ninth Year	23	Twentieth Year	34
Tenth Year	24	Twenty-One Years and thereafter	35

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

- (vi) 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. 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 and scheduling will be on a seniority basis.

The scheduling of annual vacation shall be by mutual agreement of the Employer and the employee. After March 1, all vacation requests shall be considered on a first come first served basis, unless more than one employee submits a request on the same day. In such case, seniority will apply. Vacation scheduling after March 1 will not supersede vacation requests that were submitted on an earlier date.



### **15.03 Approved Leave of Absence During Vacation**

Where an employee qualified for sick leave, bereavement, or any other approved leave during their 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 their 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	B.C. Family Day
Good Friday	Easter Monday
Victoria Day	Canada Day
British Columbia Day	Labour Day
National Day for Truth and Reconciliation	
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.

- (ii) When an employee is scheduled to work on a statutory holiday, they 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, they shall be given an additional day off in lieu thereof, on the first scheduled workday 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 satisfactory completion of six (6) months of continuous service, an employee will receive the sick leave accrual equivalent to the time they were on probation (1.25 days per month).
  - (c) Upon completion of the first (1<sup>st</sup>) calendar year of service and thereafter: fifteen (15) days per year and after ten (10) years of service increase to eighteen (18) 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.
- (iv) Upon successful completion of the probationary period, the employee shall receive the remaining allotment for the balance of the year.
- (v) All employees shall be entitled to five (5) paid sick days per year upon completion of ninety (90) days of employment. Employees shall receive their average day's pay in accordance with the BC Employment Standards Act. The five (5) days will not exceed the annual allowance pursuant to 17.01 (i).

### **17.02 Proof of Illness**

The Employer reserves the right to require a medical note if the sick leave is anticipated to go beyond five (5) working days and will cover the cost of said note.

The request may be made not earlier than the fourth (4<sup>th</sup>) day of illness and no later than the three (3) days after returning to work.

### **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, sibling, parent(s), grandchild, such employee shall be granted upon request five (5) paid days of leave from work, within the three (3) month period surrounding the death.
- (ii) In the event of the death of an employee's grandparent, in-laws or any other relative or person living at the same residence as the employee, such employee shall be granted upon request three (3) paid days of leave from work, within the three (3) month 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.
- (iv) Special consideration can be requested by the Employee for religious reasons or personal relationships not mentioned in (i) or (ii) or to extend the time limits above.

## **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 five (5) working days in any one (1) calendar year (January 1 to December 31), for reasons below:
  - (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 – three (3) days.
  - (d) Attend the employee's formal ceremony to become a Canadian Citizen – one (1) day.
  - (e) Attend funeral as a pallbearer – one-half ( $\frac{1}{2}$ ) day.
  - (f) Serious household or domestic (family) emergency – one (1) day, subject to the approval of the Employer.
  - (g) Moving household effects – one (1) day.
  - (h) Observing cultural, spiritual, ceremonial, and/or religious days not captured by statutory holidays – two (2) days.
- (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.

### **21.04 Family Responsibility Leave**

An employee is entitled to access up to ten (10) days of accumulated sick leave during each employment year to meet responsibilities related to:

- (i) the care, or health of any family member, family pet, or other person in the immediate care of the employee.

### **21.05 Domestic or Sexual Violence Leave**

The Employer and the Union jointly recognize that employees who experience domestic or sexual violence may need increased support to attend medical appointments and to make the life changes necessary to protect their health and safety.

With that recognition in mind, employees who are eligible for domestic or sexual violence leave will be entitled to leave pursuant to the Employment Standards Act, Part 6, Section 52.5.

#### **21.06 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.
- (iv) For the purpose of Union members ratifying Collective Agreement proposals and tentative agreements, the Employer will grant employees paid leave to attend up to two (2) Union meetings during negotiations. Each meeting will be limited to two (2) hours.

#### **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 position with the Canadian Union of Public Employees, the British Columbia Federation of Labour, the Canadian Labour Congress or other affiliated organizations shall be granted leave of absence without loss of pay or seniority for a period of up to two (2) years.

- (ii) An employee elected to a Union office or position shall be granted paid leave of absence for their term of office or position. During any 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) If the Union member is part-time or casual, and the leave is greater than their normal work hours, the Employer will pay the employee for the full length of the leave requested by the Union. The Employer will bill the Union for these days as noted above, to include wages and benefit costs.
- (iv) 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) Maternity Leave**

A pregnant employee shall be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to sixty-two (62) consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the maternity leave. In the event the birthing parent dies or is totally disabled, an employee who is the parent of the child shall be entitled to both maternity and parental leave without pay.

#### **(ii) Parental Leave**

The non-birthing parent, including an adoptive parent shall be entitled to up to sixty-two (62) consecutive weeks of parental leave without pay. The employee shall take the leave within seventy-eight (78) weeks of the child's birth or date the child comes within the care and custody of the employee.

#### **(iii) Extensions - Special Circumstances**

An employee shall be entitled to extend leave under this Article 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 leave under this Article 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 leave under this Article 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 leave under this Article shall not be entitled to sick leave benefits during the period of leave.
- (iii) Notwithstanding paragraph 23.04(ii), an employee on leave under this Article 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 leave under this Article 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.

## **ARTICLE 24: BENEFIT PLANS**

### **24.01 Benefit Plans**

The Employer shall contribute eighty per-cent (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 one (1) 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 twelve per cent (12%) 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.

## **ARTICLE 25: EMPLOYER MATCHING RRSP PLAN**

### **25.01 Employer Matching RRSP Plan**

- (i) Employees shall have the option of contributing up to the percentage of their salary to an RRSP that is acceptable to Revenue Canada. The Employer agrees to administer the RRSP and will match the amount contributed to the RRSP, based on the Employee's earned gross salary:
  - a. Up to three and one half per cent (3.5%) for the first five (5) years of employment.
  - b. Up to five per cent (5%) for the sixth (6<sup>th</sup>) year to tenth (10<sup>th</sup>) year.
  - c. Up to eight per cent (8%) for the eleventh (11<sup>th</sup>) year and thereafter.
- (ii) Employees may access this plan and the Employer will begin matching contributions upon completion of one (1) year of service with the Employer.
- (iii) Employees will not be allowed to withdraw from their Retirement Plan Account until terminating employment or retiring.

## **ARTICLE 26: NEW AND REVISED CLASSIFICATIONS**

### **26.01 Job Descriptions**

- (i) All positions shall have a job description. The Union will receive a copy of all job descriptions, including changed and new job descriptions.
- (ii) An employee shall receive a copy of their job description.
- (iii) Prior to any substantive change in the job description or the creation of a new position (job description), the Union shall be provided with one (1) 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 27: STRIKES, LOCKOUTS AND POLITICAL ACTION**

### **27.01 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.

### **27.02 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 28: NO DISCRIMINATION**

### **28.01 No Discrimination**

- (i) The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practised against a person or class of persons regarding any accommodation or to any employee in the matter of hiring, wage rates, training, upgrading, promotions, transfers, layoff, discipline, discharge or otherwise by reason of Indigenous identity, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age of that person or class of persons, or any other prohibited ground, nor by reason of their 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 29: SEXUAL HARASSMENT**

### **29.01 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.

### **29.02 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.

### **29.03 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 30: WORKPLACE HARASSMENT**

### **30.01 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.

### **30.02 Managerial/Supervisory Rights**

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

### **30.03 Workplace Harassment Resolution Process**

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

## **ARTICLE 31: OCCUPATIONAL HEALTH AND SAFETY**

### **31.01 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.

### **31.02 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.
- (iv) Where employees are required to work with or are exposed to any dangerous good, special waste, pesticide or harmful substance, the Employer shall ensure that the employees are adequately trained in the identification, safe handling, use, storage, and/or disposal of same.
- (v) Employees will not be required to come into contact with significant amounts of blood (more than a few drops).

### **31.03 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 returned upon termination of employment.

- (ii) Protective clothing shall be issued to employees where the needs arise based on operational needs.
- (iii) The Employer shall provide an allowance of one hundred and twenty-five (\$125) every year for safety footwear to employees who are required to wear safety toe footwear in the performance of their regular duties.

## **ARTICLE 32: GENERAL PROVISIONS**

### **32.01 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.

### **32.02 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 33: TERM OF AGREEMENT**

### **33.01 Term**

This Agreement shall be in effect from and including, January 1, 2024 to and including December 31, 2028, 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.

### **33.02 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.

### **33.03 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 24<sup>th</sup> day of October in the year 2024 in the City of Victoria, Province of British Columbia.

SIGNED ON BEHALF OF  
GREATER VICTORIA  
HOUSING SOCIETY

*“Virginia Holden”*

\_\_\_\_\_  
Executive Director,  
Greater Victoria Housing Society

*“Brenda Lesiuk”*

\_\_\_\_\_  
Manager of Human Resources  
Greater Victoria Housing Society

*“Troy Beyea”*

\_\_\_\_\_  
Director of Finance,  
Greater Victoria Housing Society

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

*“Tom Benjamin”*

\_\_\_\_\_  
President, CUPE Local 1978

*“Jayden Grieve”*

\_\_\_\_\_  
Unit Chair, CUPE Local 1978



## **SCHEDULE “A”**

### **Rates of Pay**

<b>POSITION</b>	<b>Wage Increase \$1.00 Lift 01-Jan-2024</b>	<b>Wage Increase 4.0% 01-Jan-2024</b>	<b>Wage Increase 4.0% 01-Jan-2025</b>	<b>Wage Increase 3.5% 01-Jan-2026</b>	<b>Wage Increase 3.5% 01-Jan-2027</b>	<b>Wage Increase 3.5% 01-Jan-2028</b>
Intern Project Coordinator	\$22.19	\$24.12	\$25.08	\$25.96	\$26.87	\$27.81
Administrative Assistant – Tenant Relations	\$24.40	\$26.42	\$27.47	\$28.43	\$29.43	\$30.46
Building Services Representative	\$24.40	\$26.42	\$27.47	\$28.43	\$29.43	\$30.46
Finance & Administration Assistant	\$24.40	\$26.42	\$27.47	\$28.43	\$29.43	\$30.46
Administrative Assistant - Housing	\$24.40	\$26.42	\$27.47	\$28.43	\$29.43	\$30.46
Human Resources Assistant	\$24.40	\$26.42	\$27.47	\$28.43	\$29.43	\$30.46
Lead Building Services Representative	\$27.30	\$29.43	\$30.61	\$31.68	\$32.79	\$33.94
Gardener		\$27.47	\$28.57	\$29.56	\$30.60	\$31.67
Development Projects Coordinator		\$30.93	\$32.17	\$33.29	\$34.46	\$35.66
Finance Coordinator - Receivables		\$30.93	\$32.17	\$33.29	\$34.46	\$35.66
Housing Coordinator		\$30.93	\$32.17	\$33.29	\$34.46	\$35.66
Human Resources Coordinator		\$30.93	\$32.17	\$33.29	\$34.46	\$35.66
Maintenance Representative		\$30.93	\$32.17	\$33.29	\$34.46	\$35.66
Painter		\$30.93	\$32.17	\$33.29	\$34.46	\$35.66
Property Operations Coordinator		\$30.93	\$32.17	\$33.29	\$34.46	\$35.66
Tenant and Community Relations Coordinator		\$30.93	\$32.17	\$33.29	\$34.46	\$35.66
Senior Maintenance Representative		\$34.06	\$35.42	\$36.66	\$37.95	\$39.27
Manager of Finance and Administration		\$36.58	\$38.04	\$39.37	\$40.75	\$42.18
Manager of Housing		\$36.58	\$38.04	\$39.37	\$40.75	\$42.18
Manager of Tenant and Community Relations		\$36.58	\$38.04	\$39.37	\$40.75	\$42.18
Manager of Daily Operations		\$40.81	\$42.44	\$43.93	\$45.46	\$47.06
Manager of Capital Assets and Planning		\$43.13	\$44.85	\$46.42	\$48.05	\$49.73

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

## **SCHEDULE “B”**

### **Benefit Package Summary**

<b>BENEFITS</b>	<b>DESCRIPTION</b>
<b>Employee Life Insurance</b>	2 X Annual Earnings to \$300,000 Includes “waiver” of premium provision, and conversion privilege
<b>Accidental Death and Dismemberment Insurance</b>	2 X annual earnings to \$300,000 Includes “waiver” of premium provision
<b>Extended Health Care</b>	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: \$400 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 -Chiropractist -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

<b>Extended Health Care (continued)</b>	<ul style="list-style-type: none"> <li>-Prescribed orthotics: \$350 calendar year maximum</li> <li>-Hearing aids - \$500 every 5 years</li> <li>-Private duty nursing - \$25,000 every 3 consecutive years</li> <li>-Other medically necessary services and supplies</li> <li>-24-month survivor benefit</li> </ul>
<b>Long Term Disability</b>	<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>
<b>Dental</b>	<p>Nil Deductible</p> <p>100% reimbursement of eligible Basic Services including:</p> <ul style="list-style-type: none"> <li>-Examinations, with 6-month recall</li> <li>-X-rays</li> <li>-Scaling and polishing</li> <li>-Fluoride treatment</li> <li>-Anaesthesia</li> <li>-Space maintainers</li> <li>-Fillings</li> <li>-Endodontic treatment</li> <li>-Periodontic treatment</li> <li>-Surgical procedures</li> <li>-Repairs to, relining of, and rebasing of removable prosthodontics</li> </ul> <p>50% reimbursement of eligible Major Services including:</p> <ul style="list-style-type: none"> <li>-Crowns</li> <li>-Dentures</li> <li>-Bridgework</li> <li>-“Open space” limitation applies</li> </ul> <p>50% reimbursement of eligible Orthodontic Services</p> <p>Current B.C. Dental Association Fee Guide</p> <p>\$2,500 calendar year maximum for Basic/Major Services combined per insured individual, and \$2,500 lifetime maximum for Orthodontic Services, for each child under 19 years of age</p> <p>24-month survivor benefit</p>
<b>“Employee”</b>	Is defined as a permanent employee working a minimum of 25 hours each and every week.
<b>“Dependent”</b>	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.
<b>Participation</b>	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.

<b>Evidence of Insurability</b>	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 “grand parented”
<b>Reduction in Coverage</b>	Employee Life Insurance and Accidental Death and Dismemberment Insurance reduce by 50% at age 65.
<b>Termination of Coverage</b>	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).