

COLLECTIVE AGREEMENT

Between the

VANCOUVER NATIVE HOUSING SOCIETY
(Hereinafter referred to as the Employer)

and the

UNITED FOOD AND COMMERCIAL WORKERS UNION
Local 1518, Chartered by the United Food and
Commercial Workers Union
(Hereinafter referred to as the Union)

Duration of Agreement: **April 1, 2019 – March 31, 2023**

Ratified by Membership Vote **February 6, 2020**



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MEMORANDUM OF AGREEMENT made this ___ day of ___, ____.

BY AND BETWEEN: VANCOUVER NATIVE HOUSING SOCIETY a body corporate carrying on business in the Province of British Columbia

(hereinafter referred to as the "EMPLOYER")

AND: UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1518 chartered by the United Food and Commercial Workers International Union

(hereinafter referred to as the "UNION")

WHEREAS: The Employer and the Union desire to establish and maintain conditions which will promote a harmonious relationship between the Employer and the employees covered by the terms of this Agreement and desire to provide methods of fair and amicable adjustment of disputes which may arise between them;

NOW THEREFORE: The Employer and the Union mutually agree as follows:

Article 1 - PREAMBLE

1.01 Purpose of Agreement

- (a) The purpose of this Agreement is to establish, and to secure the full benefits of collective bargaining which will ensure the morale, safety and physical welfare of employees, the efficiency of operations, quality of service and the protection of property. The provisions of this Agreement will be carried out by both parties.
- (b) The Employer and the Union recognize the benefit to be derived from a work environment free from harassment and where the conduct and language of staff meets the acceptable social standard of the workplace. The parties agree to foster and promote such an environment.
- (c) "Harassment" is defined as:
 - (1) harassment of an individual or individuals on any of the prohibited grounds of discrimination under the Human Rights Act of British Columbia or for sexual orientation. These include: age, race, sex, national or ethnic origin, colour, religion, physical or mental disability, marital status, family status, political beliefs, ancestry, or conviction of a criminal or summary offense that is unrelated to the employment or to the intended employment of that person in accordance with the principles of the Human Rights Act;
 - (2) deliberate gestures, comments, questions, representations, or other behaviours that ought reasonably to be known to be unwelcome by the recipient and which serve no legitimate work related purpose.
- (d) Harassment does not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities.

- (e) Where complaints or disputes pertinent to this Article occur, they shall be referred to the investigation and resolution process of Appendix A and they shall not form the basis of grievance.

1.02 Application of this Agreement

The Employer recognizes the United Food & Commercial Workers Union, Local 1518, as the sole Bargaining Agency on behalf of the employees in the Bargaining Unit as defined in the certification issued by the Labour Relations Board, dated MARCH 19, 1990, except as varied by and by decision of the Labour Relations Board or by mutual agreement between the parties.

1.03 No Other Agreement

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

1.04 Copies of Agreement

The Union and the Employer want employees in the Bargaining Unit to be familiar with the provisions of this Agreement, and their rights and obligations under it. For this reason the Employer shall print sufficient copies of the Agreement for distribution to employees.

1.05 Terms Used in Agreement

- (a) Masculine and Feminine:

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

- (b) Singular or Plural:

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

1.06 Future Legislation Affecting Agreement

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

1.07 No Interruption of Work During Agreement

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

1.08 Building Nos. and Addresses

BUILDING	ADDRESS	BUILDING MANAGER
BLDG #1 36 UNITS CMHC	1330 East 8 th Avenue V5N 1T2	

BUILDING	ADDRESS	BUILDING MANAGER
BLDG #2 25 UNITS CMHC	1333 East 7 th Avenue V5N 1R5	
BLDG #3 27 UNITS CMHC	1766 Frances Street V5L 1Z6	
BLDG #4 29 UNITS CMHC	1575 East 5 th Avenue V5N 1V9 Weekend Relief	
BLDG #5 27 UNITS CMHC	1856 East Georgia Street V5T 1P5	
BLDG #6 35 UNITS B.C. HOUSING	1545 East Broadway V5N 1V9	
BLDG #7 18 UNITS CMHC	860 East 7 th Avenue V5T 1P5 Weekend Relief	
BLDG #8 36 UNITS CMHC	1339 Graveley Street V5L 3A1	
BLDG #9 31 UNITS CMHC	1560 East 4 th Avenue V5N 1J8 Weekend Relief	
BLDG #10 42 UNITS CMHC	1823 Pender Street V5L 1W6	
BLDG #11 40 UNITS CMHC	1725 East Pender Street V5L 1W6 Weekend Relief	
BLDG #12 98 UNITS B.C. HOUSING	27 West Pender Street V5L 1W5 Weekend Relief	
BLDG #13 39 UNITS GVRD	2626 Watson Street V5T 4T6	

Article 2 - MANAGEMENT RECOGNITION AND RIGHTS

2.01 General Provisions

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

2.02 Specific Provisions

Subject to the provisions of this Agreement, for greater certainty, but without limiting the generality of the foregoing, the Employer reserves the sole and exclusive right to operate and manage its affairs and facilities in all respects as it sees fit, including the right to hire employees in accordance with the Employer's hiring policies; to direct and schedule its work force; to promote, demote, transfer and lay off employees; to discipline and dismiss employees for just cause; determine job content and conduct performance evaluations; assign work; determine qualifications, ability and merit of employees; establish methods, process and means of performing work; make, establish, publish and enforce reasonable rules and regulations governing the conduct of employees, for the promotion of safety, efficiency and

discipline and for the protection of the employees and the VNHS facilities, property, equipment and operations; to determine the number of employees to be employed and the duties to be performed; to purchase supplies, equipment, materials and services from any source; expand, reduce, alter, consolidate or abolish any position, job classification or department and to create new management and confidential capacity positions which shall be excluded from the bargaining unit.

During the first three (3) months of employment, each new employee will be on probation and will receive a written evaluation within two (2) months of employment. The decision whether to retain or not to retain the employee's services shall be the sole right of the Employer and any termination occurring during that period shall not be subject to Article 16 of this Agreement. It is agreed that the probationary period will not apply if it can be shown that an employee has been terminated for any lawful Union activity as set forth in Article 3.07 of this Agreement. Those matters requiring judgement as to competency of employees are also agreed to be the sole right and function of Management, subject however to discharge of employees on grounds of alleged incompetency being processed under Article 16 of this Collective Agreement, providing that such employees have been employed by the Employer three (3) calendar months or more. The parties agree that the foregoing enumeration of Management's rights shall not be deemed to exclude other recognized functions of Management not specifically covered in this Agreement. The Employer, therefore, retains all rights not otherwise specifically covered in this Agreement.

The exercise of the foregoing shall not alter any of the specific provisions of this Agreement.

Article 3 - UNION RECOGNITION AND RIGHTS

3.01 Bargaining Unit Composition

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

3.02 Recognition and Rights of Stewards

- (a) The Employer recognizes the Union's right to select stewards and alternate stewards to represent employees. The Employer and the Union agree that the number of stewards shall not exceed two (2).
- (b) The Union agrees to provide the Employer with a list of the employees designated as stewards.
- (c) A steward, or his/her alternate, shall obtain the permission of his/her immediate supervisor before leaving his/her work to perform his/her duties as a steward. Leave for this purpose shall be without loss of regular straight time pay. Such permission shall not be unreasonably withheld. On resuming his/her normal duties, the steward shall notify his/her supervisor.
- (d) The duties of Stewards shall be defined as:

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

3.03 Time Off for Union Business

- (a) Without Pay - leave of absence without pay and without loss of seniority will be granted:
 - (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
 - (2) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their general work area;
 - (3) to employees called by the Union to appear as witnesses before an arbitration board or the body designated by the relevant labour legislation;
 - (4) to employees designated to sit as an observer on a selection panel in accordance with Clause 7.05.
- (b) With Pay - leave of absence with basic pay and without loss of seniority will be granted to two (2) employees who are representatives of the Union to carry on negotiations with the Employer.
- (c) To facilitate the administration of this clause when leave without pay is granted, the leave shall be given with basic pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred. Leave of absence granted under this clause shall include sufficient travel time. The Union shall provide the Employer with reasonable notice prior to the commencement of leave under this clause. It is understood that employees granted leave of absence pursuant to this clause shall receive their current rates of pay while on leave of absence with pay. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.
- (d) Employees on leave under Article 3.03 shall continue to accumulate seniority for the period covered by this Agreement and upon their return to work shall be reinstated in the work performed prior to the leave or work of an equal pay rate.
- (e) A maximum of one (1) employee who is elected or appointed to a full time position with the Union, upon proper notice to be agreed upon by the parties, shall be granted a leave of absence, without pay. Upon one (1) week's notice of his/her desire to again return to work for the Employer within that year, he/she shall be placed upon his/her work previously performed or work of equal pay, without loss of seniority, provided he/she is physically fit and capable of performing the work.

3.04 Right to Refuse to Cross Picket Lines

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

3.05 Union Insignia

- (a) A Union member shall have the right to wear or display on his/her person the recognized insignia of the Union.
- (b) The Union agrees to furnish the Employer one Union shop card. This card will be displayed on the premises and will remain the property of the Union to be surrendered on demand.

3.06 Right to Have Steward Present

- (a) An employee shall have the right to have his/her steward present at any meeting with supervisory personnel which is the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes the supervisor shall notify the employee in advance of the purpose of the interview in order that the employee may contact his/her steward, providing that this does result in an undue delay of the appropriate action being taken.
- (b) A steward shall have the right to consult with a staff representative of the Union and to have another steward present at any meeting with supervisory personnel which is the basis of disciplinary action against the steward providing that this does not result in an undue delay of the appropriate action being taken.

3.07 No Discrimination for Union Activity

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

Article 4 - UNION SECURITY

4.01 Union Membership

- (a) All employees in the Bargaining Unit who on March 19, 1990 were members of the Union or thereafter became members of the Union, shall, as a condition of continued employment, maintain such membership (subject to the provisions of Section 17 of the Labour Code of British Columbia).
- (b) Employees hired subsequent to the signing of this Agreement, and all new employees, shall make application to join the Union within the first **seven (7) business** days of employment, and shall retain their membership in the Union as a condition of employment.

4.02 Check-off of Union Dues and Assessments

The Employer agrees to notify the Union office and Shop Steward, in writing, of the employment status of all employees in the Bargaining Unit every calendar quarter and will

identify on the list of employees, their Union dues deduction, new employees hired and all employees who have left the employ of the Employer.

4.03 Deduction of Union Dues

The Employer agrees to deduct from the wages of each employee, upon proper authorization from the employee affected, such initiation fees and Union dues, as are authorized by regular and proper vote of the membership of the Union. The Employer further agrees to automatically deduct Union dues from the wages of all new employees. The Employer agrees to provide each new employee at the time of employment with a Union Membership Application Form, and a Dues Check-Off Authorization Form, both to be completed by the new employee. Once completed, said forms shall be forwarded by the Employer to the Union office. The Union shall be responsible for furnishing the Employer with an adequate supply of blank forms.

The employee shall, within thirty (30) days after commencement of employment, provide the Employer with a signed authorization for such deductions. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the following month, accompanied by a written statement of the name and social insurance number of each employee for whom the deductions were made and the amount of each deduction. Dues checkoffs are to be submitted on a monthly or four (4) week basis showing amount deducted each week, for what purpose and the total amount deducted during the month or four (4) week period. Union dues deducted by the Employer shall be shown on the employee's T4 slip.

Article 5 - EMPLOYER-UNION RELATIONS

5.01 Union and Employer Representative

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

5.02 Union Representatives

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

5.03 Correspondence

The Employer agrees that all correspondence between the Employer and the Union related to matters covered by this Agreement shall be sent to the full-time staff representative of the Union, or his/her designate, with a copy to the designated shop steward.

5.04 Emergency Services

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

Article 6 - INTERNAL JOB POSTING PROCESS

6.01 Vacancies to be Posted Internally

Where the Employer decides to fill a Bargaining Unit vacancy, it will be posted in accordance with this Article unless otherwise specifically agreed to by the Union.

- (a) Vacancies for regular full-time or regular part-time positions within the Bargaining Unit, shall be posted for at least ten (10) calendar days prior to the closing date. Such postings shall be placed in all work centres throughout the VNHS Housing Portfolio.
- (b) The posting shall contain the following information: nature of posting, qualifications, skills, shift work (where applicable), salary, location and the closing date of the posting.
- (c) The Employer shall fill posted regular positions within sixty (60) days following the selection of a candidate. When the Employer has selected a candidate from within the Bargaining Unit to fill the vacancy, the Employer shall notify the employees in writing of the name of the candidate that has been selected.
- (d) Copies of all postings shall be forwarded to all Building Managers and to the Union office.

6.02 Basis for Awarding of Internally Posted Vacancies

In the Bargaining Unit the awarding of permanent vacancies shall be based on ability and seniority. Once an adequate level of ability has been determined and posted as part of the vacancy process, interviews will take place. The successful applicant will be given a reasonable trial period, which will not exceed sixty (60) days. If two (2) or more members with equal ability apply for the job, the applicant with the highest seniority shall prevail.

Members can request a Union representative to be present as an observer at and during the interview process.

6.03 Removal During Trial Period

If it is obvious that a person cannot qualify, and is causing serious loss to the Employer, he or she may be removed at any time during their trial period. Should this occur, the employee in question shall be returned to his or her prior position and the next qualified and senior applicant shall be offered the position and if accepted shall commence his or her trial period.

6.04 Residence During Trial Period

While an employee is undergoing the trial period mentioned above, he may continue to live at his current residence, if he so chooses, until he is deemed by the Employer to be qualified or until the end of the sixty (60) day trial period, whichever comes first. At that time he/she shall be given a reasonable period of time to move to his/her new residence.

6.05 Temporary Position

During the successful applicant's trial period, the position he/she held prior to his/her promotion shall be considered to be a temporary position and shall be filled by temporary transfer as per Article 6.07. When the successful applicant is deemed by the Employer to be qualified or at the end of his/her sixty (60) day trial period, whichever comes first, the temporary position shall be immediately deemed a permanent position and therefore subject to the provisions of this Article.

6.06 Definition of Qualified

It is understood that wherever it is used in this Agreement, the word "qualified" shall be interpreted to mean "the ability to perform the job satisfactorily to the Employer."

6.07 Rate of Pay for Temporary Transfer

An employee who performs work that calls for a higher rate of pay and performs such work shall be paid at the higher rate for all hours worked that day. For example, an employee from Building 7 relieving at Building 10 will be paid at \$14.40/hour.

6.08 Interview Expense

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

6.09 Job Selection Disputes

Where an employee feels he/she has been aggrieved by the job selection decision of the Employer, the employee may file a grievance in accordance with the grievance procedure as set out in this Agreement.

Article 7 - EMPLOYMENT POLICY

7.01 Hiring New Employees

In the event that no employee in the Bargaining Unit chooses to make application during the ten (10) day period mentioned above in Article 6.01, the Employer may hire a new employee to fill the vacant position. It is understood that any employee hired shall be subject to Article 2.02 and all other provisions of this Agreement. All employees must be bondable and willing to submit to a criminal record check. The cost of such criminal record search will be paid by the Employer.

7.02 Union Observer:

A designated shop steward may sit as an observer on the selection interview for regular positions in the Bargaining Unit. The observer shall be a disinterested party. Leave for this purpose shall be without pay.

7.03 The Employer and Union to Acquaint New Employees

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect. The Employer agrees to supply a copy of the Collective Agreement to the new employee during the sign-on process, and a new employee shall be advised of the name and location of his/her steward.

7.04 Performance Evaluation

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

7.05 Upgrading Qualifications

- (a) The Employer may require an employee to upgrade his/her skills or qualifications. In such a situation the full cost of training and normal living and travel expenses, as laid down in this Agreement, will be borne by the Employer.
- (b) In order to encourage job-related self improvement, the Employer may contribute to the cost of educational or training courses at recognized institutions. The degree of financial participation will depend on the value or appropriateness of the proposed course to the employee's present job or to his/her future growth. In cases where the proposed course is related to his/her ability to perform his/her present job, the Employer may subsidize up to one hundred percent (100%) of the costs. If the course relates to the employee's future growth and/or promotional prospects within the VNHS, up to fifty percent (50%) of the costs may be subsidized to a maximum of one hundred dollars (\$100.00) per employee per fiscal year.

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

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

7.06 Code of Ethics

While the following Code of Ethics may not cover every situation, it will serve as a guide to the general conduct which is expected of all employees.

An employee will:

1. Carry out the duties of his/her position honestly, conscientiously and with loyalty to his or her employer.
2. Be prompt, courteous and temperate in the performance of his/her duties.
3. Use his/her initiative to find ways to doing his/her work more efficiently and economically.

4. Follow instructions attentively and cooperate with his/her immediate coordinator, supervisor or Executive Director.
5. Administer, and where necessary, interpret and explain the policies of the Vancouver Native Housing Society without prejudice.
6. Make suggestions, recommendations and/or grievances within his/her sphere of responsibility and within their specific projects to their immediate supervisor.
7. Conduct him/herself on duty and in public in a manner that will bring credit to this Society and to **Indigenous Peoples**.
8. Not engage in public criticism of approved policies of this organization or any Local or Provincial Native Organization while being employed as our employee.
9. Use information obtained on the job for the intended purpose of this Society and not for his/her own interests or those of other persons.
10. Must be on the job every day unless there is a valid reason for his/her absence.
11. Give out official information only when publication has been authorized by the Executive Board of Directors.
12. Use equipment, property or supplies which are owned or rented by this organization for authorized purposes only.
13. Refuse any fees of money or gifts offered to him/her in regard to duties performed by virtue of his/her employment.
14. Not accept an additional office or position outside this organization if:
 - (a) it conflicts with the duties of his/her position with this organization;
 - (b) it brings discredit upon this Society;
 - (c) it causes him/her to exploit for personal gain and/or for other employees or acquaintances made through employment; or
 - (d) it requires him/her to make unauthorized use of information, property or facilities belonging to the Society.
15. In order to ensure that this Society's philosophies are being put into practice it is important that the worker's role be entirely for the best interest of this Society, including activities both in and out of the workplace.
16. Although the worker is employed by this Society, the increased amount of community involvement will be accompanied by an increased accountability to the community. Therefore, in order to avoid any confusion, it will be the responsibility of the workers to ensure that community involvement activities do not conflict with this Society's goals and objectives. Should a conflict arise, the worker is ultimately responsible to this Society which is answerable to the membership through its Board of Directors.
17. **CONDUCT AND ETHICS REQUIRED**

An employee of this Society has a responsibility to his/her client and co-workers to be competent in the performance of his/her duties in providing assistance to clients or co-workers.
18. An employee of the Association shall serve his/her clients in a conscientious, diligent and efficient manner.

19. An employee cannot become personally involved with clients as this can cause personal conflicts between worker and client and may damage this Society's credibility.
20. An employee of this Society must be candid and honest when giving advice to a client or tenant and should not make any over-confident assurances or promises.
21. An employee of this Society must never knowingly assist or encourage any dishonesty, fraud or other illegal acts with the client or tenant for the client or tenant to be in coercion with the client or co-workers in this act.
22. An employee of this Society shall not allow outside interests such as professional activities, business or occupation, political activity, excessive socializing, etc. to jeopardize his/her integrity, loyalty or competence in performing the employment for which each worker was hired to do.
23. An employee of this Society shall not terminate his/her services to a client or tenant except for good cause and with notice, fully explaining the circumstances of appropriate referral to another worker.
24. An employee will have to use discretion in any interpersonal relationship with another employee within this Society, as emotional relationships on the job can cause multiple conflicts during work hours and can interfere with work performance.

Article 8 - CLASSIFICATIONS

8.01 Classifications

- (a) (1) Members of the Bargaining Unit shall perform those duties described in the attached Job Descriptions. Job Descriptions may be amended from time to time by the Employer. In the event that the Employer makes amendments to the attached Job Descriptions, the revised version shall be issued to each of the employees in the Bargaining Unit, and the Union Office, for attachment to the Collective Agreement.
- (2) Resident Building Managers shall perform minor maintenance duties as detailed in "Appendix B - Part I".
- (b) Emergency Calls: Residential Building Managers and Weekend-Relief Managers shall respond to emergency calls outside of their normal shift as part of their regular duties. Calls are covered by overtime pay (see Article 12.02 (c)).
- (c) Resident Building Manager shall be permitted to leave their development during their work day for periods of less than one (1) hour, provided they maintain full pager coverage. Periods greater than one (1) hour shall be by the agreement of their immediate Supervisor, such agreement shall not be unreasonably withheld. For approved educational leave Resident Building Manager may also be granted time away from their development to attend classes.
- (d) The Employer may have preference for a "married or common-law couple" as Resident Building Manager, due to the type of accommodation available, however, Resident Building Managers shall not use their spouse to assist in the work load, nor shall the Resident Building Manager be asked to use their spouse. This does not prevent the spouse from being hired in some other capacity other than Resident Building Manager by the Employer under the terms of this Agreement unless VNHS policy dictates

otherwise. However, if the spouse is employed with the Employer, both employees shall be treated as separate employees in all matters.

- (e) The Resident Building Manager shall not be required nor expected to enter any areas that are considered as tenant's property unless tenant's permission is given, or an emergency situation exists, and at all times when entering tenant's property employees shall endeavour to have another VNHS employee present with them where practical under the circumstances. The said Resident Building Manager shall not be required nor expected to render assistance to any tenant in a suite or other area, that could result in future claims from said tenant, or representatives of said tenant. Where such assistance may be required or appear to be required, the Resident Building Manager shall have the authority to call the police or related public service.
- (f) The Resident Building Manager shall not, nor shall be obligated to use the pass key to allow entry of any person to a dwelling except the registered tenant, or in the case where a tenant has been duly notified as per the Residential Tenancy Act regarding the maintenance or VNHS required improvements.
- (g) Further duties of the Resident Building Manager shall include the authorized removal of abandoned personal effects from a tenant's premises providing inventory is taken jointly by management representative and Resident Building Manager or Non-Resident Building Manager. Then the "effects" shall be moved to the satisfaction of the Management, secured by Management, and in such instances the Resident Building Manager, Non-Resident Building Manager or authorized assistant shall not be held responsible for damages or lost items.
- (h) In the event a Resident Building Manager is terminated because of retirement, the Employer shall assist in obtaining accommodation within the jurisdiction of the Employer. Current accommodation shall be guaranteed to employees who were employed prior to ratification of this agreement, except those employees currently residing in a designated Building Manager suite (B.C.H.M.C. Project).
- (i) The Resident Building Manager or Non-Resident Building Manager's minor maintenance duties are of such a nature that they will fall within the use of hand tools supplied by the Employer, with the exclusion of part replacement requiring electrical connections.
- (j) The Employer agrees that tools provided to Resident Building Managers shall be for the exclusive use of the employee to whom they are provided. Furthermore, the Employer shall provide a secure space for the storage of these tools.

Tools that are lost through carelessness, broken by means of inappropriate use, or not kept in good condition, will be replaced by the Employer and the cost of replacement deducted from the employee's salary. The Employer will be given a copy of the replacement tool invoice.

Resident Building Managers and Maintenance Manager to sign off on updated inventory list January and June of each year. The onus will be on the Employer to review the list. Managers will be responsible for notifying the Employer immediately of any lost or damaged tools. Employees must have sole access to tools before they can be held responsible for missing tools

Hand Tools: The Employer agrees that hand tools provided to Residential Building Managers shall be for the exclusive use of the employee to whom they are provided.

- To include Non-Residential Building Managers and Security.
- Employer to retain a key to secured area.
- Employer to supply toolbox with lock. Employee will be supplied with key and will have sole access.

8.02 Job Classification, Building Manager

(a) Resident or Non-Resident Building Manager (RBM or NRBM) (for Bldgs. 1 – 11)

Reports to: Maintenance Manager

Job Site: Not Site Specific

Definition of Non-Resident Building Manager (NRBM)

This is a new position developed by VNHS to more efficiently and professionally manage its housing stock. At the same time it offers the employee the opportunity to practice duties and develop skills that more closely resemble those of the majority of non-profit and market housing managers at a salary more in keeping with the mainstream. The position is responsible for at least 55 units of housing which in practical terms means 2 buildings at VNHS. The employee will not live at either building, but move from one to the other during the morning and afternoon shifts. The buildings that this position are responsible for will not require Weekend Relief Caretakers.

Type and Variety of Work

This is an intermediate level position requiring a mix of manual (janitorial and maintenance) and administrative (general office work, some bookkeeping, computer and letter writing) skills.

The person in this position is expected to maintain the building to a high level of cleanliness and good order. They are also expected to collect rents. Another important function is to deal with tenant related issues, and at their discretion or as per Employer policy, report to the Property Manager. That includes assisting residents, dealing with complaints, issuance of notices and or letters for such matters such as: reminders on prudent use of common areas, notices of entry, work order request follow up, parking and storage use and allocation or any other notice or letter that is communicated under the guidance of the Property Manager. Should the nature of the notice or letter involve a fundamental breach of a material term such as a Notice to End Tenancy, the Building Manager will be available to accompany the Property Manager in posting or serving a breach letter and or Notice to End tenancy and to act as a witness for proof of service purposes. From time to time, the Building Manager will be required to attend hearings at the Residential Tenancy Branch, Small Claims Court, Supreme Court or Human Right Tribunals, etc., on behalf of the Society.

Expected Duties

• Janitorial

The position performs a variety of cleaning tasks such as: vacuuming, sweeping, mopping, waxing and polishing floors, hallways stairs, dusting furniture, counters and woodwork, washing of hand basins, sinks and toilets and tile work, washing windows, glass partitions and painted surfaces, cleaning and polishing metal doors, hand rails and mailboxes, cleaning of laundry machines and lint traps. The exterior of the building and surrounding property is also expected to be maintained, i.e., pickup of papers, garbage, etc., weeding of beds, cleaning of drains, sweeping of walkways and garbage and recycling areas. These duties

will be performed on a daily, weekly or other schedule as the need arises in order to maintain the highest level of cleanliness and orderliness. A very important function of the position is suite inspection and "Unit Prep." Units will be inspected to ensure that they are returned to a new condition (save for normal wear and tear) on the move-out of a tenant. Managers will be expected to spotlessly clean and repair damage – that includes drywall patching and painting to a professional level as required. It is essential that this work be done expeditiously to eliminate any unnecessary downtime.

- Maintenance

The person in this position will be expected to perform maintenance and mechanical duties such as: changing locks (deadbolts and hand sets), adjusting and replacing door closers as necessary, replacing faucet washers, seats and cartridges, repairing and replacing toilets, repairing and/or replacing leaking "P" traps, caulking of tubs, sinks and countertops, replacing exhaust fan motors, minor appliance repairs such as replacing of stovetop and oven elements, replacing fridge-dairy doors and bottle bars, minor carpentry such as repairing doors and hanging bi-fold and suite doors, replacement of light bulbs, fluorescent tubes, etc., lubricating of pumps and motors, checking drive belts, filters, relighting pilot lights and reading gauges.

The person holding the position will be required to carry out their duties with a certain amount of independence. They will ensure that their stockroom is equipped to such a level as to allow them to carry out the daily and weekly cleaning and repair duties without having to seek the assistance of the Maintenance Department. They will also maintain their supplies and spare parts inventory and manage their coded key control system to such a degree that a person substituting for them will have easy access to whatever is required to get the job done.

- Administrative

The duties include: maintaining a daily log, writing of incident reports, the collection of rents, issuing receipts when necessary and following up on late payment of rent as directed by the office and the day-to-day dealing with contractors and suppliers, etc. Some conflict resolution skills to deal with disputes between tenants are required. The ability to clearly communicate to tenants in writing as well as good filing and record-keeping practices are essential. The person in the position is responsible for ensuring that tenants follow their Tenancy Agreement. The Building Manager will issue warning letters and Termination of Tenancy Notices for breaches of the agreement, and will attend at the Residential Tenancy Branch if necessary.

- Security

Another component of the position is security. Rounds should be made several times a day and problematic security issues (broken windows, damaged gates, non-functioning lights) dealt with immediately.

Required Knowledge, Skills and Abilities

- Basic knowledge of trades and construction practices
- Solid background in janitorial work
- Good manual skills
- Grasp of basic bookkeeping
- Working knowledge of the Residential Tenancy Act
- Ability to deal sensitively and in confidence with tenants' personal and financial issues

- Knowledge of WCB and other safety regulations
- Working knowledge of computers
- Knowledge of emergency procedures regarding police, ambulance and fire
- Familiarity with different service contracts, i.e., fire safety, elevator
- Working knowledge of building systems, i.e., heating, fire safety
- Working knowledge of intercom and enterphone systems
- Ability to maintain harmonious relationships with tenants, management and co-workers
- Good manual skills along with knowledge and use of tools for building maintenance
- Good health and agility for tasks such as climbing ladders and working in confined spaces
- Good problem solving and analytical skills, ability to multi-task

Expected Education and Experience

- Completion of high school
- At least 2 years Building Manager experience

Preferred Certificates and Requirements

- Bondable (must undergo criminal record check)
- Building Service Worker Certificate
- Building Manager Certificate
- Basic First Aid Certificate

Salary and Benefits

As per the Collective Bargaining Agreement

Hours of Work

Forty (40) hours per week, 9:00 a.m – 5:00 p.m. Monday through Friday. Occasional overtime calls will be paid as per the Collective Bargaining Agreement. This time includes one-half hour paid lunch.

Building Manager Schedule

Priority of the Day

1. Interoffice Mail

- First duty of the day is to check mail to see what needs to be delivered.
- Leave outgoing mail to go back to Head Office.

2. Security

- Maintains ongoing security and safety rules and procedures of the building in accordance with the Fire Regulations of the complex.
- At least once every two hours during their shift, building Managers must perform security checks of the building, including common areas, storage rooms, activity rooms, underground parking, exit doors, etc., both interior and exterior.
- Second duty and last duty of the day is to perform security check of the building.

3. Daily General Duties

- Curb
 - ▶ Clean up litter and debris on and around curb.
 - ▶ Maintain grass around curb (mow, weed-eat it when necessary).
 - ▶ Notify City if vehicles parked outside of VNHS buildings that do not have insurance on them.

- Sidewalk
 - ▶ Sweep sidewalk twice a week or when necessary.
 - ▶ Clear sidewalk of ice during winter months.
 - ▶ Report any damage to sidewalks to the Maintenance Manager.
 - ▶ Clean drain covers.

- Lawn
 - ▶ Maintain grass around building:
 - ▶ Mow when lawn is an inch higher than set depth of mower.
 - ▶ Trim lawn where it meets the curb, sidewalk, building, flowerbeds, railings, or any other object.
 - ▶ Pull weeds.
 - ▶ Rake leaves and bag for garbage.
 - ▶ Water lawn and plants (based on condition).

- Front Entrance Area
 - ▶ Sweep walkway that makes up the front entrance every day.
 - ▶ Clean up litter and debris when necessary.
 - ▶ Empty garbage when needed (if there is one).
 - ▶ Clean outside of glass every day and when necessary.
 - ▶ Keep Intercom panel clean on a daily basis.
 - ▶ Maintain lights in front entrance area.

- Building Envelope
 - ▶ Remove/trim weeds that are growing at the base of the building where building meets the ground.
 - ▶ Maintain plants that are planted around the building.
 - ▶ Pressure wash where able to remove algae growing on building envelope at least three times a year.
 - ▶ Report any damage to building envelope.
 - ▶ Maintain lights around building.
 - ▶ Maintain fence (minor repair and painting).
 - ▶ Periodic inspections of the entire building envelope.

- Lobby
 - ▶ Clean inside of glass every day and when necessary.
 - ▶ Vacuum carpet every day and when necessary.
 - ▶ Sweep tile portion of lobby every day and when necessary.
 - ▶ Wash tile portion of lobby on Monday, Wednesday and Friday and when necessary.
 - ▶ Wash walls once a month and when necessary.
 - ▶ Maintain lights in lobby area.
 - ▶ Maintain bulletin board.
 - ▶ Maintain Fire panel.
 - ▶ Pick up litter and empty garbage when needed.
 - ▶ Maintain cleanliness of mail boxes (room if separate).
 - ▶ Report any damaged or what appears to be faulty fire safety equipment.
 - ▶ Floor care: strip, seal and wax based on Maintenance Plan that is set up for your building.

- Hallways, Stairwells and Walls
 - ▶ Vacuum carpets on Monday, Wednesday and Friday and when necessary (if there are carpets).
 - ▶ Wash floors on Monday, Wednesday and Friday and when necessary (if there are tiles).
 - ▶ Floor Care: strip, seal and wax based on Maintenance Plan that is set up for your building (if there are tiles).
 - ▶ Wash walls once a month and when necessary.
 - ▶ Maintain lights.
 - ▶ Report any damaged or what appears to be faulty fire safety equipment.
 - ▶ Report damage or faulty receptacles and switches.
 - ▶ Maintain passage doors and emergency exit doors.
 - ▶ Maintain handrails.

- Elevators
 - ▶ Clean all buttons on each floor daily.
 - ▶ Clean floor buttons in (each) elevator daily.
 - ▶ Wash elevator floor on Monday, Wednesday and Friday and when necessary.
 - ▶ Floor care: strip, seal and wax based on Maintenance Plan that is set up for your building

- Roof
 - ▶ Maintain roof drains if safe to approach. (See Maintenance Plan for building.)
 - ▶ Monthly visual inspection – report findings to Maintenance Manager.
 - ▶ Change air make up unit filters on a scheduled basis – see Maintenance Plan for the building. (If safe to do so.)

- Public Washrooms:
 - ▶ Wash walls and grab-bars on Tuesdays and when necessary.
 - ▶ Wash floors on Monday, Wednesday and Friday and when necessary.
 - ▶ Wash sink after every use and when necessary (if applicable).
 - ▶ Empty garbage when needed.
 - ▶ Clean fan cover and blades (with power disconnected) on a monthly basis.
 - ▶ Clean mirror on Tuesdays and when necessary.
 - ▶ Maintain soap, toilet paper and paper towel dispensers.
 - ▶ Floor care: strip, seal and wax based on Maintenance Plan that is set up for your building.
 - ▶ Maintain lights.

- Amenity Room:
 - ▶ Wash walls once a month and when necessary.
 - ▶ Wash floors after every use and when necessary. (Whoever uses the room, otherwise it is up to the Building Manager to do.)
 - ▶ Wash sink after every use and when necessary (if applicable).
 - ▶ Empty garbage when needed.
 - ▶ Clean stove and fridge. (Note: Group/ individual using this room should clean any mess they have made.)
 - ▶ Clean stove fan cover and blades (with power disconnected) on a monthly basis.

- ▶ Maintain soap and paper towel dispensers (if any).
 - ▶ Wax floor based on Maintenance Plan that is set up for your building.
 - ▶ Maintain lights.
 - ▶ Clean windows and sills on Thursdays and when necessary.
 - ▶ Wash drapes once a month or when necessary.
 - ▶ Wash table after every use and when necessary (if building has one).
 - ▶ Clean chairs once a month or when necessary.
 - ▶ Report any damage immediately.
 - ▶ Perform inspection of the room with the party booking the amenity room before and after the date scheduled for and have then sign for each inspection.
- Storage Room(s) (including Janitor's room if present):
 - ▶ Maintain a clean room.
 - ▶ Sweep once a month and when necessary.
 - ▶ If floor is tiled:
 - ▶ Wash floors once a month and when necessary.
 - ▶ Floor care: strip, seal and wax based on Maintenance Plan that is set up for your building.
 - ▶ Clean vent to room on a monthly basis.
 - ▶ Maintain lights.
 - ▶ Maintain an up-to-date inventory of cleaning supplies and tools.
 - ▶ Maintain cleaning supplies and tools in an orderly fashion.
- Mechanical Room(s)
 - ▶ Maintain a clean room.
 - ▶ Sweep once a month and when necessary.
 - ▶ If floor is tiled:
 - Wash floors once a month and when necessary.
 - Floor care: strip, seal and wax based on Maintenance Plan that is set up for your building.
 - ▶ Clean vent to room on a monthly basis.
 - ▶ Maintain lights.
 - ▶ Visual and audio inspection of equipment in these rooms and report right away to Maintenance Manager any problems.
 - ▶ Perform regular maintenance on pumps, boilers.
- Garbage and Recycling
 - ▶ Maintain cleanliness of area.
 - ▶ Report any problems.
- Underground Parking:
 - ▶ Sweep underground parking once a week and when necessary.
 - ▶ Clean underground parking once a week and when necessary.
 - ▶ Visual and audio inspection of equipment (such as overhead door and exhaust extraction unit) in the underground and report right away to Maintenance Manager any problems.
 - ▶ Maintain parking policy. (See Policy).
 - ▶ Report any problems.
 - ▶ Maintain lights.
 - ▶ Clean drain covers and troughs once a month.

- Laundry Room:
 - ▶ Wash walls once a month and when necessary.
 - ▶ Sweep floors daily and when necessary.
 - ▶ Wash floor on Tuesday and Thursday and when necessary.
 - ▶ Wash sink on Tuesday and Thursday and when necessary.
 - ▶ Empty garbage when needed.
 - ▶ Clean lint from around dryers and from lint screens on a daily basis.
 - ▶ Clean washers on a daily basis and when necessary.
 - ▶ If stuff left in machine for more than a day, place on counter and if it stays for two more days, discard it.
 - ▶ Clean fan cover and blades (with power disconnected) on a monthly basis.
 - ▶ Clean counter on Wednesday and Friday and when necessary.
 - ▶ Maintain soap and paper towel dispensers (if any).
 - ▶ Floor care: strip, seal and wax based on Maintenance Plan that is set up for your building.
 - ▶ Maintain lights.
 - ▶ Clean windows in Laundry Room on Tuesday and Thursday and when necessary.
 - ▶ At least once each week, clean lint and debris from dryer exhaust; dust opening at building exterior (a must).

- Lounge (if present, such as 27 West Pender):
 - ▶ Wash walls once a month and when necessary.
 - ▶ Wash floors after every use and when necessary.
 - ▶ Floor care: strip, seal and was based on Maintenance Plan that is set up for your building.
 - ▶ Maintain lights.
 - ▶ Empty garbage when needed.
 - ▶ Wash table after every use and when necessary (if building has one).
 - ▶ Clean chairs once a month or when necessary.

- All Common Doors:
 - ▶ Wipe/ wash all common doors and knobs/ handles Tuesday and Friday and when necessary.
 - ▶ Maintain hardware.
 - ▶ Report any damage immediately to Maintenance Manager.

- Electrical Room:
 - ▶ Keep clean – no stuff to be stored in this room.
 - ▶ Sweep once a month.
 - ▶ Visual and audio inspection of equipment in this room and report right away to Maintenance Manager any problems.

- Emergencies:
 - ▶ Must respond to any emergency that arises.

- Locks and Keys:
 - ▶ Change locks (deadbolts and handsets) when necessary.

- ▶ Maintain control of keys – master set and those stored in the key box as backup for the tenants when they request another set (Managers are highly responsible for these keys). Note: loss of master keys may result in disciplinary measures.
- ▶ Oil locking mechanisms to exterior gates on a weekly basis.
- Doors and Hardware:
 - ▶ Adjust and replace door closers
 - ▶ Adjust or replace doors.
 - ▶ Replace or install peepholes.

4. Unit Maintenance:

Perform unit maintenance as needed (tenant has submitted a request for repairs to be done), such as:

- Plumbing
 - ▶ Taps are leaking – Investigate and repair as needed.
 - ▶ Spouts are leaking – Investigate and repair as needed.
 - ▶ “P” trap is leaking – Investigate and repair as needed.
 - ▶ Toilet is leaking:
 - Tank – Investigate and repair as needed.
 - Bowl – Investigate and repair as needed.
 - ▶ Supply line(s) leaking – Investigate and repair as needed.
 - ▶ Toilet seat is loose – Investigate and repair as needed.
 - ▶ Toilet is overflowing – Investigate and repair as needed.
 - ▶ No water to suite – Investigate and report to Maintenance Manager.
 - ▶ Temperature of hot water is not correct – Investigate and report to Maintenance Manager.
 - ▶ Check shut-off valves for fault and report if necessary.
 - ▶ Bathroom tub caulking is failing – Investigate and repair if needed.
 - ▶ Shower head malfunctioning – Investigate and repair as needed.
 - ▶ Bathtub stopper is malfunctioning – Investigate and repair as needed.
- Appliances
 - ▶ Fridge is not working properly – Investigate and repair as needed.
 - ▶ Stove is not working properly – Investigate and repair as needed.
 - ▶ Drain hot water tank for sediment.
- Repair
 - ▶ Paint and drywall repair as needed.
 - ▶ Closet door/ track damaged – Investigate and repair as needed.
 - ▶ Drapes/ blinds/ curtain rods damaged – Investigate and repair as needed.
 - ▶ Replace damaged receptacle and light switch covers as needed.
 - ▶ Replace defective exhaust fan belts.

5. Suites:

- Move-Outs
 - ▶ Perform pre-move-out inspections with tenant and Maintenance Manager.
 - ▶ By law, landlords must perform a move-in and move-out inspection with tenants, therefore, the Building Manager must perform a move-out and a move-in inspection with the tenant and have them sign the forms for this purpose and

submit forms to Maintenance Manager. Failure to do so will result in disciplinary action.

- Perform Unit Prep (Company to supply form to be checked off by Building Manager)
 - ▶ Prepare for painter by removing
 - light switch covers,
 - receptacle outlet cover,
 - thermostat cover,
 - humidifier cover,
 - light fixtures,
 - curtain hardware.
 - ▶ Floor care – tiles:
 - Strip using floor stripper.
 - Wash floor using general purpose cleaner.
 - Seal floor using floor sealer.
 - Wax floor using liquid floor finish.
 - Cover base should be washed and if necessary reattached to wall if coming off, using proper adhesive.
 - ▶ Floor care – carpets:
 - Carpets to be vacuumed.
 - ▶ Refrigerator and Stove:
 - Move fridge and stove away from walls. Dismantle appliances and wash all removable parts separately. Remove stove pots, burners, rings and knobs. Clean using warm soapy water and a scouring pad. Remove refrigerator drawers and racks and clean with warm soapy water. Clean seal around fridge and freezer. This should be done at the beginning of a move-out cleaning.
 - Replace parts as needed.
 - ▶ Cupboards and Cabinets:
 - Remove all drawer liners or Mac-Tac. Exterior doors and drawer handles should be washed using all-purpose cleaner. This should include the top of cupboards.
 - Interior surfaces to be washed using all-purpose cleaner.
 - ▶ Bathroom:
 - Tub, shower stall, vanity sink, toilet, soap dish, spouts and drains should be cleaned using an abrasive cleaner such as Ajax.
 - In the event of mould, use a solution of 1 part bleach and 4 parts water.
 - Tiles and grout should be cleaned with Tilex. The mirror should be cleaned thoroughly using Windex or a glass cleaner.
 - ▶ Windows:
 - Clean windows inside and out (if reachable) using a glass cleaner and newspaper or rags. Sills, tracks and frame should be cleaned with all-purpose cleaner.
 - In the event of mould or mildew on tracks, use 1 part bleach and 4 parts water.
 - ▶ Bi-fold doors:
 - Replace tracks and/or hardware as needed.
 - Replace/repair bi-fold as needed.
 - ▶ Doors:
 - Check to see that door operates correctly. Repair if needed (if possible, if not, report it to the Maintenance Manager).

- Remove stickers if present using an appropriate means that will not remove the finish off the door.
- ▶ Light fixtures:
 - Light fixtures, globes should be removed and washed in warm soapy water. Replace any missing light bulbs and make sure it is secure.
- ▶ Light switch covers and receptacle covers:
 - to be washed and replaced as needed.
- ▶ Curtains and blinds:
 - Curtains should be repaired and washed and re-hung damp. Blinds should be dusted and wiped with a damp cloth.
- ▶ Vents:
 - Kitchen and bathroom vent covers must be dusted and washed in warm soapy water. Stove fan filters should be removed and cleaned in warm soapy water or replaced. All heating units (wall-mounted heaters) should be vacuumed of dust. All units must be checked to see if they are in working order and secured to the wall.
 - Replace defective exhaust fan motors.
- ▶ Balcony:
 - Remove all items, wash balcony floor, railings and patio doors using all-purpose cleaner. Sliding patio door sills should also be cleaned.
- ▶ Intercom:
 - Test to make sure it is operating correctly and is secured to wall.
 - Wash hand set with a damp cloth.
- ▶ Fuse box:
 - Make sure door is secure and that all fuses are in working order.
- ▶ Smoke and heat detectors
 - Make sure units are attached and there is a green light present or the smoke detector.
 - Make sure units are not covered up with anything such as plastic.
- ▶ Kitchen sinks and counters:
 - Clean using warm soapy water and a scouring pad.
 - Check to see if deck set is secure and that taps and spout are not leaking.
 - Check that tap handles are secure.
 - Check caulking around countertop is still in good condition; if not remove old caulking and re-apply.
 - Clean Aerator filter.
 - Report any water damage to cabinet structure.

(b) Weekend Relief Building Manager (Bldgs. 1 – 11)
 Reports to: Maintenance Manager

A. Summary of Duties

Under the supervision of the Maintenance Manager:

1. Throughout the weekends, performs regular security checks (at least once every two hours while on shift) of the building including all common areas, storage rooms, recreation rooms, underground parking, etc., both interior and exterior.

2. On Friday evening at the beginning shift, and at least twice each following day, picks up any garbage laying on the grounds, in the hallways, stairs, elevators, or any other common area inside and outside of the building.
3. Washes/ cleans the common washroom toilet, sink and floor a minimum of once each day. Washes/ cleans the laundry room tub and floor at least once in the afternoon and upon securing laundry area in the evening, at which time he/she must also wipe down washer/ dryer units and clean dryer lint screens.
4. At least once each weekend cleans lint and debris from dryer exhaust duct opening at building exterior.
5. Empties all common area garbage receptacles and ashtrays at least once each day as needed.
6. Washes lobby doors and windows at least once each day.
7. Checks and cleans up around garbage container each and every day.
8. Waters lawns and other parts of landscape when required.
9. During winter months must maintain all exterior walkway and stairs, including city sidewalks, clear snow and ice and must keep them salted.
10. Maintains ongoing security and safety rules and procedures of the building in accordance with the Fire Regulations of the complex.
11. The Weekend Relief Building Managers may be required to clean and repair vacant units.
12. If the Tenancy Agreement is violated, the Weekend Relief Building Manager will be required to clean and repair vacant units, washing walls, all cupboards and drawers, ranges, refrigerators (moving fridge to clean under), sinks, countertops, bathroom fixtures, intercom, shampoo carpets, lino floors, balcony windows, radiators, light fixtures, paint walls before a new tenant moves in.
13. All Weekend Relief Building Managers will replace and repair minor damages, such as leaking faucets or cloggage (snake), paint repairs, peeling floor boards, unhinged doors to closets, curtain rods, cupboard hinges, cupboard doors, cupboard handles, replace plug-in switch protectors if damaged, and any other minor damages to the interior of each unit.
14. Relief Building Manager must document as soon as possible before end of shift a Daily Log Report to the Maintenance Manager. Reports must be clearly and legibly written and contain details, dates and times and people involved, concerning any incidents.

B. Hours of Work

- Commence: Friday, 5:00 p.m. Must remain on site 9:00 to 5:00.
- End: Sunday, 5:00 p.m.

- At shift commencement Weekend Relief must meet personally with Resident Building Manager and obtain master key ring and pager unit from Resident Building Manager and must also receive a verbal briefing from Resident Building Manager concerning any ongoing security or maintenance situations.
- Under no circumstances are Weekend Relief Workers to release master key ring to any person other than the Resident Building Manager or designated authorized person.

C. Wages and Benefits

- As per Collective Bargaining Agreement.

D. At present this position does not exist.

8.03 Job Classification: Building Service Worker (BSW), 27 West Pender Street

Hours of Work: Day Shift – 8:00 a.m. – 6:00 p.m.; Night Shift 8:00 p.m. – 6:00 a.m.

Reports to: Maintenance Manager through Building Manager

Job Site: 27 West Pender (Ian Leman Building)

Type and Variety of Work

This is a semi-skilled manual work, performing cleaning, security and maintenance duties on an assigned shift in a given building in a multi-unit residential complex.

The main function of this position is janitorial with security and mechanical duties following in priority. Tasks are of considerable variety and proportion. Oral assignments, accompanied by detailed instructions in cases of maintenance work, are issued by a supervisor – usually the Building Manager or the Maintenance Manager, who checks workmanship and reviews the overall work for conformance with established practice.

Expected Duties

Performs a variety of building cleaning tasks such as: vacuuming, sweeping, mopping, waxing and polishing floors, hallways and stairs, dusting furniture, counters and woodwork, washing hand basins, sinks, toilets and tile work and replenishing supplies in washrooms, washing windows, glass partitions and painted surfaces, cleaning and polishing metal doors, hand rails, ashtrays and mail boxes. A priority of this position is suite cleaning, painting and unit preparation at move-out. It is essential that this work be done expeditiously to eliminate unnecessary downtime.

Performs security duties such as building rounds (at least twice a shift), checking of doors, alarms, etc. log entry and the writing of incident reports. Liaises with police, fire and medical authorities as required.

Performs a variety of maintenance and mechanical duties such as: changing locks (deadbolts and handsets), replacing faucet washers, seats and cartridges, repairing and replacing toilets, repairing leaking “P” traps, caulking of tubs, sinks and countertops, replacing exhaust fan motors, minor appliance repairs such as replacing stovetop and oven elements, replacing fridge dairy doors and bottle bars, minor carpentry such as repairing drawers and hanging bi-fold and suite doors, replacement of light bulbs, fluorescent tubes, etc., lubricating pumps and motors, checking belts, filters, relighting pilot lights and reading gauges.

A certain amount of written skill is required: building service workers should be able to make clear and concise log book entries and have the ability to adequately fill out incident reports.

Responds to resident inquiries and emergencies and takes appropriate action. Performs regular security inspections of entire building inside and out. Operates and maintains heating equipment not requiring provincial heating certification. Assists tenants during a move-in or move-out procedure.

Cleans and prepares apartments and sorts personal effects after a move-out, eviction or death. Transports furniture and other equipment about the building as required. Maintains garbage containers and makes accessible for regular pick-up. Minor exterior ground upkeep including litter pick-up, sweeping, hosing and brushing off outside steps and walks. Shovels snow, salts, sands and removes ice on walkways as necessary.

Performs related work as required.

Required Knowledge, Skills and Abilities

- Knowledge of the Downtown Eastside of Vancouver.
- Some knowledge of the Residential Tenancy Act.
- Familiarity with health and safety regulations regarding disposition of a deceased tenant.
- Working knowledge of the materials, methods and equipment used in the painting, plumbing, carpentry and electrical trades and general building maintenance and janitorial work.
- Working knowledge of the occupational hazards and precautionary measures as related to the building trades and general maintenance.
- Working knowledge of and ability to use cleaning equipment, such as: floor machines, carpet extractors, wet/dry vacs, pressure washers and other types of commercial cleaning equipment.
- Working knowledge of the building's procedures and familiarity with service contracts.
- Sound knowledge of the building's procedures and familiarity with service contracts.
- Sound knowledge of all emergency procedures for Police, Fire and Ambulance.
- Working knowledge of fire panel board, fire prevention system, sprinklers, etc., and their maintenance.
- Working knowledge of sprinkler system and their back-flow prevention system.
- Sound knowledge of the principles of operating and maintaining an automatic hot water heating system, furnaces, gas or electric heating systems.
- Working knowledge of intercom and enterphone systems.
- Ability to understand oral instructions and effectively carry them out.
- Ability to maintain satisfactory relationships with tenants, management and co-workers.
- Ability to effectively carry out emergency assignment promptly.
- Skills in effectively using a variety of hand tools such as: paint brushes, trowels, saws, hammers, pliers, screwdrivers and wrenches.
- Good health, strength and agility for tasks such as climbing ladders, working in cramped and awkward positions.
- Average manual dexterity and mechanical aptitude.
- Common sense approach to handling problems.

Expected Education and Experience

- Completion of Grade 12 or equivalent work experience.

- Considerable janitorial and maintenance experience in a large residential building, or equivalent combination of training and experience. Considerable related experience in the building trades and building maintenance work
- Ability to work effectively with people of all ages, cultural and ethnic backgrounds.

Preferred Certificates and Requirements

- Bondable (criminal record check)
- Building Service Worker Certificate
- Saint John Ambulance First Aid Course or equivalent

8.04 Job Classification: Night Security, Part-time and Full-time (all buildings)

Reports to: Maintenance Manager

Duties

1. Security check each building and grounds (twice each shift)
2. Security checks laundry area, common recreation room, storage room, underground parking on routine checks.
3. Responds immediately to any calls and all emergencies within and around the building and reports to Maintenance Manager.
4. Maintains ongoing security, awareness of safety rules and procedures of the building (i.e, fire exit doors of the building).
5. Security personnel must fill out security report forms on a daily basis.
6. Responsible for master keys to Vancouver Native Housing Society's Head Office, Buildings, and Company vehicles, while in their possession.
7. Deliver interoffice supplies and mail to buildings.
8. Deal with on-site emergencies as follows:
 - (a) If tenants and/or guests are creating loud and disturbing activities: Warn them two times; if they do not adhere, call the police.
 - (b) If tenant(s) appear to be in danger of other tenant(s) who are e.g., under substance abuse and creating disturbances do not give them two warnings, call the police.
 - (c) If tenants create loud and disturbing activities and if they have been given ample warning by the Residential Building Manager, an Incident Report must be written, without exception.

In the event of a personal emergency which requires Security personnel to leave while on duty, the Security personnel must notify the Maintenance Manager and must personally hand over the master key ring and pager unit to the Relief Security/ Temporary Relief Security upon proper authorization from the Maintenance Manager.

Only upon extreme emergency circumstances (i.e., smoke emitting from suite, etc.) does a Security person enter a unit. In some cases it is not possible to obtain presence of the Resident Building Manager. Must use own discretion on what is an extreme emergency.

9. Security Personnel should follow Code of Ethics, as per Article 7.07.

Qualifications

- Must be bondable.
- Successful completion of valid Security Officer training course.
- Requires excellent communication (written and verbal) skills and non-confrontational attitude.
- Must be able to effectively interact on a personal level with persons and families of Native ancestry.
- Valid B.C. Drivers License
- First Aid Certificate a definite asset
- Persons of Native ancestry are preferred.
- Must be able to perform minor plumbing repairs such as tracking leaks, clamping pinholes, know how to shut off water for various situations.
- Sweep up and dispose of any broken glass.

Salary

As per Collective Bargaining Agreement

Hours of Work

- Full-time – forty (40) hours
- Part-time – less than forty (40) hours
- Shift times to be determined by the Employer

It is further agreed that at such time as the Full-time Security position is vacated, the vacancy will be posted in accordance with the Collective Agreement, and the hours and days of work for the above positions shall be as outlined in Article 10.07.

8.05 Job Classification, Weekend Caretaker

Reports to: Maintenance Manager
Job Site: Not Site Specific

This is a new position developed by VNHS to ensure building security and an acceptable level of cleanliness during the weekends, including Statutory Holidays.

Expected Duties

The person in this position is expected to maintain the building to a high level of cleanliness and good order. They are expected to keep their cell phones on during the entire period of this shift.

- Security
Make rounds of the building in and out and assess any problems and take the appropriate action immediately, be it fixing the problem, speaking to anyone that is violating rules and agreements, or contacting the Maintenance Manager(s) for instructions.
- Maintenance
Assess any maintenance issues that have developed over the night and attend to them, such as those listed under the regular manager's duties.

- Administration

Maintain a daily log book, write up any incidents, and deposit an outgoing mail for head office in the designated area. Some conflict resolution skills to deal with disputes between tenants are required. Grant access to tenant storage on a request basis during Weekend Caretaker hours of duty. Request made by tenants outside hours on duty must be authorized for overtime by Maintenance Manager.

- Janitorial

Clean any debris found on site. Remove snow from sidewalks and paths should there be any. Wash any spills that may have occurred.

Required Knowledge, Skills and Abilities

- Solid background in janitorial work
- Good manual skills
- Grasp of basic bookkeeping
- Working knowledge of the Residential Tenancy Act
- Ability to deal sensitively and in confidence with tenants' personal and financial issues
- Knowledge of WCB and other safety regulations
- Knowledge of emergency procedures regarding police, ambulance and fire
- Working knowledge of building systems, i.e., heating, fire safety
- Working knowledge of intercom and interphone systems
- Ability to maintain harmonious relationships with tenants, management and co-workers
- Good manual skills along with knowledge and use of tools for building maintenance
- Good health and agility for tasks such as climbing ladders and working in confined spaces
- Good problem solving and analytical skills, ability to multi-task

Expected Education and Experience

- Completion of high school
- At least 2 years Building Manager experience

Preferred Certificates and Requirements

- Bondable (must undergo criminal record check)
- Building Service Worker Certificate
- Building Manager Certificate
- Basic First-Aid Certificate

Salary and Benefits

- As per the Collective Bargaining Agreement

Hours of Work

The person in this position is expected to work 2 hours per day on weekends and holidays. One (1) hour in the morning starting at 9:00 a.m. and one (1) hour in evening starting at 5:00 p.m. These hours may vary if this staff member is caring for two or more buildings. Note that a staff member may not care for more than four buildings. Note that travel time is not included, nor are coffee or lunch breaks.

Weekend Caretaker Schedule (For both morning and evening shifts)

1. Check the perimeter of the building for signs of vandalism and take the appropriate action.
Clean up any debris or spills.

2. Check the interior of the building for signs of vandalism and take the appropriate action. Clean up any debris or spills.
3. Respond to emergency calls (from 5:00 p.m. Friday to Sunday at 5:00 p.m.)
4. Check all common areas of the building including: common hallways, stairways, lobby area, laundry room, amenity room, electrical, elevator, mechanical, sprinkler and mailroom, lockers and parkade.
5. Ensure all exterior doors are secured and in good working order.
6. Open/close the laundry room.
7. Wash entrance lobby floor/ windows, if dirty.
8. Wash elevator floor, if necessary.
9. Remove any snow on walkway and in front of building.

The Union and the Employer agree that if any of the designated tasks require more than one hour, approval for further time to complete the task (e.g., snow removal from sidewalks), authorization must be given by Maintenance Manager.

8.06 Job Classification, Resident Building Manager 1 (Building #13 - GVRD)

Reports to: Maintenance Manager

Job Site: Building #13 (GVRD) – Claude Douglas Place, 2626 Watson Street

Type and Variety of Work

This is an intermediate level position requiring a mix of manual (janitorial and maintenance) and administrative (general office work, some bookkeeping, computer and letter writing) skills.

The position is expected to maintain the building to a high level of cleanliness and good order. It is also expected to collect rents, make deposits, track arrears and keep good accounting records. Another important function is to deal with tenant related issues. That includes assisting residents, dealing with complaints, issuance of warning letters and Termination Notices and attending at the Residential Tenancy Branch on behalf of the Society.

Expected Duties

- Janitorial
The position performs a variety of cleaning tasks such as: vacuuming, sweeping, mopping, waxing and polishing floors, hallways, stairs, dusting furniture, counters and woodwork, washing of hand basins, sinks and toilets and tile work, washing windows, glass partitions and painted surfaces, cleaning and polishing metal doors, hand rails and mailboxes, cleaning of laundry machines and lint traps. The exterior of the building and surrounding property is also expected to be maintained, i.e., pickup of papers, garbage, etc., weeding of beds, cleaning of drains, sweeping of walkways and garbage and recycling areas. These duties will be performed on a daily, weekly or other schedule as the need arises in order to maintain the highest level of cleanliness and orderliness. It is understood that in a new building these schedules will take some time and trial and error to develop, but it is expected that the candidate will provide to the Maintenance Manager in a reasonable amount of time a suggested schedule of these duties.
- Maintenance
The position will be expected to perform maintenance and mechanical duties such as: changing locks (deadbolts and hand sets), adjusting and replacing door closers as necessary, replacing faucet washers, seats and cartridges or entire deck set, repairing and replacing toilets or sinks, repairing and/or replacing leaking “P” traps, caulking of tubs, sinks and countertops, replacing exhaust fan motors, minor appliance repairs such as replacing of stovetop and oven elements, replacing fridge dairy doors and bottle bars, minor carpentry such as repairing doors and hanging

bi-fold and suite doors, replacement of light bulbs, fluorescent tubes, etc., lubricating of pumps and motors, checking drive belts, filters, relighting pilot lights and reading gauges, replacing switch plates and receptacle plates.

- Administrative

The duties include: maintaining a daily log and writing of incident reports, the taking of rents, issuing receipts, entering information on computer, filling out of deposit book and depositing at bank, and following up on late payment of rent and arrears. The day-to-day dealing with contractors, suppliers, support workers, etc. Some conflict resolution skills to deal with disputes between tenants are required. The ability to clearly communicate to tenants in writing along with good filing and record-keeping practices are essential. The position is responsible for ensuring that tenants follow their tenancy agreement. The RBM will issue warning letters and Termination of Tenancy Notices for breaches of the agreements, and will attend at the Residential Tenancy Branch if necessary to defend those Notices.

- Security

Another component of the position is security. Rounds should be made several times a day and problematic security issues (broken windows, damaged gates, non-functioning lights) dealt with immediately.

Required Knowledge, Skills and Abilities

- Basic knowledge of trades and construction practices.
- Solid background in janitorial work.
- Knowledge of the Residential Tenancy Act.
- Ability to deal sensitively with marginalized and culturally diverse groups.
- Knowledge of WCB and other safety regulations.
- Knowledge of emergency procedures regarding police, ambulance and fire.
- Familiarity with different service contracts, i.e., fire safety, elevator.
- Working knowledge of building systems, i.e., heating, fire safety.
- Working knowledge of intercom and enterphone systems.
- Ability to maintain harmonious relationships with tenants, management and co-workers.
- Good manual skills along with knowledge and use of tools for building maintenance.
- Good health and agility for tasks such as climbing ladders and working in confined spaces.
- Good problem solving and analytical skills, ability to work well under pressure.

Expected Education and Experience

- Completion of grade twelve.
- At least 2 years Building Manager experience.

Preferred Certificates and Requirements

- Bondable (must undergo criminal record check).
- Building Service Worker Certificate
- Building Manager Certificate
- Basic First-Aid Certificate

Hours

- Forty hours per week, Monday to Friday, 8:30 a.m. to 5:00 p.m. with 1/2 hour unpaid lunch break.

Article 9 - SENIORITY

9.01 Seniority List

The Employer shall maintain a seniority list showing the date each employee in a position within the bargaining unit, as per Article 1.02, commenced employment with the Employer. An up-to-date seniority list shall be sent to the designated shop steward at the end of June each year, with updates provided upon request.

9.02 Loss of Seniority

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

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

9.03 Layoff and Rehiring Procedure

- (a) Employees shall be laid off from within an affected job classification in reverse order of their seniority.
- (b) Employees laid off from a given job classification shall be recalled to work within that job classification based on their seniority from highest to lowest.

9.04 No New Employees

No new employees will be hired until those laid off have been given an opportunity of reemployment.

9.05 Notice of Layoff

The Employer shall notify permanent employees who are to be laid off four (4) weeks before the layoff is to be effective. If the employee laid off has not had the opportunity to work four (4) full weeks after notice of layoff, he shall be paid in lieu of work for that part of four (4) full weeks (prorated for part-time employees) during which work was not made available.

9.06 Temporary Transfer

Temporary vacancies in the Bargaining Unit shall be filled by temporary transfer in the following manner:

- (a) In the case of a temporarily vacant Resident Building Manager position by:
 - (1) The Weekend Relief Worker in the building concerned provided that he is available and able to work a Monday to Friday shift, excluding Night Security.
 - (2) The seniority principle, with the senior qualified employee available and able to work the shift in question being asked first and so on down the applicable seniority list until the temporary vacancy is filled.
- (b) In the case of temporarily vacant positions other than Resident Building Manager by the method described in Article 9.06 (a) (2) above.

Article 10 - HOURS OF WORK AND WORK SCHEDULES

10.01 Hours of Work

- (a) The annual hours of work for Residential Building Managers exclusive of meal periods but including paid holidays will be two thousand and eighty (2,080), which is equivalent to an average of forty (40) hours per week.
- (b) There shall be no pay back for shortfall of annual working hours.
- (c) Unless otherwise established by mutual agreement of the parties, normal hours of work shall be:

Standard start and end times for RMB's will be 8:30 a.m. – 4:30 p.m. Monday through Friday.

Standard start and end time for BSW #1 will be 3:00 p.m. – 11:00 p.m. Thursday through Monday.

Standard start and end time for BSW #2 will be 7:00 a.m. – 3:00 p.m. Monday through Friday.

The Hours of Work for Wilf Turcotte, RBM for Building 9 will remain as 8:00 a.m. – 4:00 p.m. Monday through Friday.

In special instances, these times may vary to accommodate operational requirements with the discretion of the supervisor.

- (d) The preceding provisions of this Clause 10.01 shall not apply to any employees hired after May 30, 2008. For employees hired after this date the following shall apply:
 - (i) The Employer shall assign available straight-time hours of work based on the principle that where two (2) or more employees in a given job classification have equal ability, then the person with the highest seniority shall be allocated the most hours of work to a maximum of forty (40) straight-time hours per week. However, the Union specifically agrees that this method of assignment of available straight-time hours of work is subject to the prevailing right of the Employer to operate in an efficient and cost-effective manner. As an example only, it is agreed that the Employer has the over-riding right to assign available straight-time hours of work so as to minimize travel time by employees between or among the Employer's buildings during working hours.
- (e) Both parties to the Agreement recognize the need for some flexibility in the hours of work for Resident Building Managers and Weekend Relief Workers. These employees will be expected to react to incidental requests from tenants and further expected to tend to routine tasks related to the securing of their buildings, both of which may occur after regular working hours. Time spent attending to such matters shall be compensated as per the Collective Bargaining Agreement (Article 12 - Overtime).

10.02 Rest Periods

All employees shall be permitted two (2) paid rest periods of twenty (20) minutes each, one to be taken in the first half of the employee's shift, the other to be taken in the second half of the employee's shift.

10.03 Meal Periods

An employee shall be permitted a paid or unpaid meal period, subject to job classification and length of shift, to be taken at or near the midway point of the shift.

10.04 Notice of Shift Schedules

For the information of tenants, the Employer shall post, in those buildings within the VNHS portfolio, a schedule stating the name of the Resident Building Manager and his/her Weekend Relief Worker, as well as their starting and quitting times, work days and days off.

10.05 Time Sheet Records

All employees shall be required, every two (2) weeks, to submit a signed record of days worked. Employees who are by agreement permitted to "trade" working days shall record and claim the actual days worked and not the days scheduled for work.

Any changes or adjustments in Resident Building Manager and/or Weekend Relief shifts must be pre-approved by management.

10.06 Weekend Relief Workers

Weekend Relief Buildings will be offered by seniority and paid at the appropriate overtime rate as per the Collective Bargaining Agreement and based on two (2) hours per day, Saturday, Sunday and Statutory Holidays.

The Company and the Union will meet to resolve times and job description. Discussion will centre around one (1) hour Saturday morning, one (1) hour Saturday night and one (1) hour Sunday morning and one (1) hour Sunday morning and one (1) hour Sunday evening.

Any new hires for Vacation and Weekend Relief will be members of the Bargaining Unit. The Union and the Company shall meet and devise a plan and method for Weekend Relief coverage. In cases where there is no coverage, employees by reverse seniority will be required to provide this coverage.

10.07 Security Staff

Security Staff hours and days of work shall be as follows:

- (a) Full-time
 Sunday 8:00 p.m. to Monday 6:00 a.m.
 Monday 8:00 p.m. to Tuesday 6:00 a.m.
 Tuesday 8:00 p.m. to Wednesday 6:00 a.m.
 Wednesday 8:00 pm. to Thursday 6:00 am.

- (b) Part-time
 Thursday 8:00 pm. to Friday 6:00 a.m.
 Friday 8:00 p.m. to Saturday 6:00 am.
 Saturday 8:00 pm. to Sunday 6:00 a.m.

10.08 Security Staff Communication

Security staff will be equipped with a cellular telephone. The phone will be provided by the Employer and all associated costs will be paid for by the Employer. The exception being personal calls which are only to be made in emergency situations.

Article 11 - SALARIES AND ALLOWANCES

11.01 Salary and Wage Rates

Building	Current Rate	01-Apr-19	New Rate	01-Apr-20	New Rate	01-Apr-21	New Rate	01-Apr-22	New Rate
RBM1&2	21.77	0.74	22.51	0.39	22.90	0.39	23.29	0.60	23.89
RBM 3	16.90	0.74	17.64	0.39	18.03	0.39	18.42	0.60	19.02
RBM 4	17.07	0.74	17.81	0.39	18.20	0.39	18.59	0.60	19.19
RBM 5	16.90	0.74	17.64	0.39	18.03	0.39	18.42	0.60	19.02
RBM 6	18.12	0.74	18.86	0.39	19.25	0.39	19.64	0.60	20.24
RBM 8	18.39	0.74	19.13	0.39	19.52	0.39	19.91	0.60	20.51
RBM 9	17.61	0.74	18.35	0.39	18.74	0.39	19.13	0.60	19.73
RBM 10	19.74	0.74	20.48	0.39	20.87	0.39	21.26	0.60	21.86
RBM 11	19.20	0.74	19.94	0.39	20.33	0.39	20.72	0.60	21.32
RBM 7&13	22.97	0.74	23.71	0.39	24.10	0.39	24.49	0.60	25.09
BSW 12	17.00	0.74	17.74	0.39	18.13	0.39	18.52	0.60	19.12
BSW 12	17.00	0.74	17.74	0.39	18.13	0.39	18.52	0.60	19.12

Each current bargaining unit member will also receive a \$1,500 signing bonus upon ratification of a new collective agreement.

Nothing contained in this Collective Agreement shall prohibit the Employer from granting, or any Employee from receiving, any merit, bonus, incentive or other compensation or consideration, as

determined subject to the sole discretion of the Employer, which is in addition to the entitlements of any Employee as expressly provided for in this Collective Agreement. The Employer shall provide the Union with information about the recipient's name and amount of additional entitlement given to any Employee pursuant to this provision.

Exemption from Union Membership, Manager of Ian Leman Building

The Manager at the Ian Leman building (27 West Pender Street) to be exempt from Union membership based on the following:

1. The person performs the functions of a manager;
2. The person is employed in a confidential capacity related to labour relations or personnel.

As manager, it is important that they remain outside the Collective Bargaining Unit as to avoid a potential conflict of interest between their loyalties to the employer and to the bargaining unit. Such conflict could develop in the following areas:

1. Involvement in discipline and discharge;
2. Labour relations input.

As a manager at the Ian Leman building this employee would be working closely with the management team from the head office of Vancouver Native Housing Society (VNHS). The manager would be involved in the hiring and discharging of a fellow employee. The manager would be involved in confidentiality issue in regard to fellow employees as well as the tenants of the building.

It is further agreed between the parties that all future changes must be agreed and signed off before any changes are made to the Collective Bargaining Agreement.

11.02 Wage Payment

- (a) The wages of all employees shall be paid on a bi-weekly basis, with every second Thursday as the regular payday. A detailed statement showing the hours worked, the rate of pay, and an itemized list of deductions shall be mailed to each employee at least every payday.
- (b) The Employer shall provide for the direct deposit (electronic funds transfer) of the employee's pay in a participating chartered bank, trust company or credit union of the employee's choice on or before the appropriate payday. Employee participation shall be compulsory for those employees currently receiving a direct deposit and for those hired after the date of ratification. The Union agrees that the Employer shall not be required to hand-deliver paycheques.

11.03 Wage Payment on Termination

- (a) Any employee who terminates his/her own employment shall receive all wages, vacation pay and all monies due from the Employer in full and be given a record of employment within six (6) calendar days.
- (b) In the event of the Employer terminating an employee's employment, such employee shall receive wages, vacation pay and all monies due from the Employer and record of employment upon termination.

11.04 Vehicle Allowance

Employees required to use their private vehicles on VNHS business shall be paid as follows:

Effective the date of signing forty-seven cents (\$0.47) per kilometer.

Vehicle allowances for all distances traveled on VNHS business shall be paid to employees required to use their own vehicle in the performance of their duties.

Mileage claims shall be reimbursed to employees as soon as possible, and in any case no later than two (2) weeks from receipt of a claim.

It is mutually agreed that the pay rate for Thomas August shall be increased to \$12.34 from \$10.82 before applying the percentage wage increase that is set out above to be effective the first full pay period after the date of ratification.”

11.05 Work at a Higher Wage Rate

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

11.06 Hours of Work, Staff Meetings

Staff meetings, whether at your building or off the premises, shall be considered as time worked and paid for accordingly.

Article 12 - OVERTIME

12.01 Authorization and Application of Overtime

- (a) An employee shall be entitled to overtime compensation when:
- (1) the overtime worked is authorized in advance by the Employer; and
 - (2) the employee does not control the duration of the overtime worked.

12.02 Overtime Entitlement

- (a) An employee will be entitled to compensation for authorized overtime in excess of:
- (1) eight (8) hours in one day; or
 - (2) forty (40) hours in one week.
- (b) For the purpose of calculating the hourly rate for overtime refer to Article 11.01 – Salaries and Wage Allowances.
- (c) All overtime shall be paid at the appropriate rate of pay upon authorization from supervisor. Employee overtime shall be compensated as per Article 12.03 or employee requests for time off in lieu of pay will be granted where staff availability, workload and other operational considerations permit.

12.03 Overtime Compensation

- (a) Overtime worked shall be compensated at the following rates:
- (1) one and one half (1-1/2) times his/her hourly rate of pay for time worked in excess of eight (8) hours per day or forty (40) hours per week.
 - (2) two (2) times his/her hourly rate of pay for time worked in excess of **ten (10)** hours per day or forty-eight (48) hours per week.

- (b) Overtime shall be paid as per Article 12.03 (a). Staff requests for time off in lieu of pay will be granted where staff availability, work load and other operational considerations permit.

12.04 Right to Refuse Overtime

When overtime is deemed necessary by the employer, no employee shall be required to work overtime. All overtime work shall be mutually agreed to by the employee beforehand and the employer shall give advance notice, whenever possible. All overtime work shall be in compliance with the terms and conditions within the agreement.

12.05 Recording of Overtime

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

12.06 No Layoff to Compensate for Overtime

Employees shall not be laid off during regular hours to equalize any overtime worked.

12.07 Overtime for Part-Time Employees

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

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

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

(d) The above shall not apply to Weekend Relief Workers or Relief Night Security.

12.08 Rest Interval After Overtime

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

12.09 Overtime for Callout

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

(b) When an employee is designated by pre-arrangement to be on call, such employee shall carry a pager and be paid a stand-by premium of one (1) hour at the employee's regular rate on weekdays and two (2) hours on the employee's regular days of rest and three (3) hours on general and proclaimed holidays.

- (c) All employees shall be paid their regular hourly rate for each hour worked except where employed for less than four (4) consecutive hours per day, in which event they shall receive a minimum of four (4) hours pay. An employee who is called for work and, upon reporting, finds that his/her services are not required, shall receive four (4) hours pay.

Article 13 - GENERAL HOLIDAYS

13.01 Paid Holidays

- (a) The following have been designated as paid holidays:
- | | |
|------------------------------|--------------------------|
| New Year's Day | British Columbia Day |
| Family Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| International Aboriginal Day | Boxing Day |
| Canada Day | Discretionary Day |
- (b) Any other holiday proclaimed as a holiday by the Provincial Government shall also be a paid holiday.

All employees shall be entitled to a discretionary day-off with pay, once each calendar year. This will be in addition to the Statutory Holiday and annual vacation entitlement provided for in Article 13 and 14 of this agreement. The discretionary day-off shall be taken at a date requested at least two weeks in advance by mutual agreement between the employee and the employer. The discretionary day-off may not be taken concurrently with other employees.

13.02 Holiday Coinciding with a Day of Vacation

If a Statutory Holiday falls within the employee's vacation period, the Employer will allow the employee concerned a compensatory day's holiday with pay, one (1) day prior to vacation or one (1) day after vacation or at such time as may be agreed upon by the employee and the Employer.

Article 14 - ANNUAL VACATIONS

14.01 Vacation

- (a) "Vacation Year"
For the purpose of this article a vacation year shall be the calendar year commencing January 1st and ending December 31st.

"First Vacation Year"

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

Company seniority shall apply in preference for vacations. Employees must submit their vacation weeks to the Employer by January 31 of each year. The Employer shall finalize all vacation requests by February 28 of each year.

The Employer has the right to establish the number of employees off at any given time. Any changes of vacation weeks after February 28 will be at the discretion of Management but will not be unreasonably withheld.

- (b) An employee earns, but is not entitled to receive, vacation leave during the first six (6) months of continuous employment.
- (c) Employees will earn vacation based on a full year of service with the Employer. A full year of service is equal to 2080 hours of work. Once an employee has achieved 2080 hours, their weeks of entitlement will be determined in the year following the attainment of the year of service. This will apply for full-time and part-time employees starting January 1, 2004 and going forward.

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

- (1) Ten (10) working days after completion of one (1) year of service (2080 hours);
 - (2) Fifteen (15) working days after completion of three (3) years of service (6024 hours);
 - (3) Twenty (20) working days after completion of seven (7) years of service (14,560 hours);
 - (4) **Twenty-three (23) working days after completion of ten (10) years of service (20,800 hours);**
 - (5) **Twenty-four (24) working days after completion of eleven (11) years of service (22,880 hours)**
 - (6) Twenty-five (25) working days after completion of twelve (12) years of service (24,960 hours).
 - (7) **Twenty-six (26) working days after completion of thirteen (13) years of service (27,040 hours)**
 - (8) **Twenty-seven (27) working days after completion of fourteen (14) years of service (29,120 hours)**
 - (9) **Twenty-eight (28) working days after completion of fifteen (15) years of service (31,200 hours)**
 - (10) **Twenty-nine (29) working days after completion of sixteen (16) years of service (33,280 hours)**
 - (11) **Thirty (30) working days after completion of seventeen (17) years of service (35,360 hours)**
- (d) Payment for vacation entitlement outlined in 14 (c) will be paid at the current wage rate of the individual.
 - (e) During the first year of service a new employee will earn vacation at the rate of twelfth of a day for each month for which the employee earns ten (10) days' pay.
 - (f) The scheduling and completion of vacations shall be on a calendar year basis.
 - (g) The calendar year in which an employee's first anniversary falls shall be the first vacation year. For the purpose of additional leave entitlement, the calendar year in which the third anniversary falls shall be the third vacation year; the calendar year in which the fourth anniversary falls shall be the fourth vacation year, etc.

- (h) An employee is not entitled to receive cash in lieu of vacation time, except upon termination, resignation, retirement or in the first partial year of service where employment commenced after July 1st.
- (i) Vacation time and Statutory Holiday time are to be considered as time worked for hours entitlement under the terms of the Collective Bargaining Agreement.
- (j) **Single Day Vacation: Any employee who is entitled to vacation time off may request to take one (1) week of vacation and break it into five (5) Single Day Vacation days off.**

Employees may request their days off be consecutive with the Single Day Vacation day off.

14.02 Vacation Scheduling

- (a) The scheduling and taking of vacation shall be on a calendar year basis. The vacation entitlement available to an employee in a calendar year may be taken with the approval of his/her supervisor, anytime during the vacation year.
- (b) Vacation time, once approved by the Employer shall not be changed other than in cases of emergency, except by mutual agreement between the employee and his/her immediate supervisor.

Article 15 - LEAVE OF ABSENCE

15.01 Leaves of Absence

Except as otherwise indicated in the Collective Agreement, applications for Leaves of Absence without pay will be adjudicated on the basis of merit, compassion and length of service. Leaves of Absence shall not be unreasonably withheld.

The Union will agree to the Employer's policy regarding the administration of this Leave of Absence provision. The Employer's policy reads as follows: "All employees are entitled to apply for a Leave of Absence of up to six (6) weeks in duration once per calendar year. Approval of the leave request and the length of the leave will be adjudicated on the basis of merit, compassion and length of service."

The employee is to provide the Employer with a written request for Leave of Absence two (2) weeks in advance and the Employer shall respond in writing within one (1) week to the employee, with a copy sent to the Union.

The Employer and the Union agree that employees who are granted leave under this provision shall accumulate seniority.

Upon three (3) months' notice, all employees shall be entitled to a one (1) year unpaid Leave of Absence after three (3) years of continuous service. Employees on such a Leave of Absence shall neither earn nor lose seniority. The Employer will notify the employee and Union in writing within fifteen (15) days of receiving the request of approval of the Leave of Absence.

- (a) This Leave of Absence is for one (1) year only.

- (b) Employees who are granted Leave under this provision shall have their seniority frozen for a full year. For example, an employee with a January 1, 1995 seniority date shall have their seniority date adjusted to January 1, 1996.
- (c) Employees may return to work earlier than the scheduled end of the Leave provided they give their Employer one (1) month's notice in writing of their early return to work date. Upon their return to work, these employees and Union will be notified in writing of their adjusted seniority date.
- (d) Employees who return to work prior to the end of their one (1) year Leave of Absence shall have their seniority frozen for the full length of their actual Leave from work. For example, an employee with a seniority date of January 1, 1995, who returns to work after six (6) months on Leave shall have their seniority date adjusted to July 1, 1995.
- (e) While on Leave the employee shall not take employment with any competitor in the same business. Violation of this provision may result in termination.
- (f) This Leave of Absence is available only once during the term of the Collective Bargaining Agreement.

15.02 Educational Leave

Employees with three (3) or more years of continuous service with the Employer shall be entitled to an Educational Leave of Absence for up to one (1) year without gain or loss of seniority as of the time the employee leaves.

The following terms and conditions shall apply to such Leaves:

- (a) Employees applying for Educational Leave must make written application to the Employer two (2) months prior to the Leave date. The Employer shall provide written notice of approval to the Union and employee involved within fifteen (15) days of receiving the request.
- (b) Seniority shall be the determining factor in scheduling the Leave.
- (c) Such Leave will be granted on a one-time only basis during the term of the Collective Bargaining Agreement.
- (d) The employee must be attending an accredited educational institution. The parties reserve the right to discuss and resolve the application of this in any particular case.
- (e) It is understood a person on Leave could be offered minimal part-time work with the Employer without seniority or rights to such work for the duration of the Leave.
- (f) The period of time off will not count towards time worked for vacation entitlement.
- (g) One (1) month's notice of return to work must be given to the Employer unless a return date has been established prior to leaving.
- (h) During the period of such Leave, the employee will be allowed to self-pay their pre-leave benefit status.

- (i) The parties desire to have this new provision complied with in spirit and intent. Any abuse, violations or conflicts arising from it will be discussed between the parties before any action is taken. The Union and Employer agree that employees may pyramid Leaves. There will be no requirement to return to work between Leaves.

15.03 Pregnancy Leave

- (1) An employee who is pregnant shall be given an unpaid leave of absence without loss of seniority or other privileges for a maximum of seventeen (17) weeks – beginning no **earlier** than **thirteen (13)** weeks prior to the expected delivery date, and no later than the actual birth date, and ending no earlier than six (6) weeks after the actual delivery date, unless the employee requests a shorter period, and no later than seventeen (17) weeks after the actual birth date.
- (2) An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under subsection (1).
- (3) All such requests must be submitted in writing at least two (2) weeks prior to her return to work date. The request must specify the length of the extension and the revised date the employee will be available to return to work. The length of the extension can be modified by mutual consent.
- (4) In addition to the pregnancy leave set out above, the attending physician certifying that the health of the mother or child may be in danger by the mother continuing to work may extend such leave prior to delivery.
- (5) Benefit entitlement for the above leave shall be as required by the *Employment Standards Act*.

15.04 Parental Leave

- (1) An employee who requests parental leave under this Section is entitled to:
 - (a) **for a parent who takes leave under section 15.03 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 61 consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under section 15.03 unless the employer and employee agree otherwise,**
 - (b) **for a parent, other than an adopting parent, who does not take leave under section 15.03 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 62 consecutive weeks of unpaid leave beginning after the child's birth and within 78 weeks after that event, and**
 - (c) for a birth father - up to thirty-seven (37) weeks of unpaid leave beginning after the child's birth and within fifty two (52) weeks of that event.
 - (d) for an adopting parent, **up to 62 consecutive weeks of unpaid leave beginning within 78 weeks after the child is placed with the parent.**

- (2) If certified by a licensed medical practitioner that the child requires an additional period of parental care, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (1) above.
- (3) The employee is required to give the Employer four (4) weeks' advance notice in writing of their intention to take a leave. The Employer may request this notice be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
- (4) An employee's combined entitlement to leave under section 15.03 and this section is limited to 78 weeks plus any additional leave the employee is entitled to under section 15.3 (3) or subsection (2) of this section.**
- (5) Benefit entitlement for these above leaves shall be as required in the *Employment Standards Act*.

15.05 Paid Leave - Compassionate

In the event of death in the immediate family of an employee, the employee will be granted leave of absence with pay. The length of such absence shall be three (3) days. The term "immediate family" shall mean spouse, parent/step-parent, child/step-child, brother/step-brother, sister/step-sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother, grandfather, grandchild or any relative living in the household of the employee.

Notwithstanding the foregoing, if the death is a case of spouse, father/step-father, mother/step-mother or child/step-child, the employee shall be entitled to one (1) week (seven (7) days) leave of absence with pay. It is understood that in the case of a part-time employee, the compensation shall be at the average hours worked during the preceding four (4) weeks.

Time off due to the death of a member of an employee's family must be taken at the time of the bereavement.

Steparent is defined as a person related to you by marriage to your parent (including common-law marriage). Stepchild is defined as the child of your spouse (including common-law spouse). Stepbrother or stepsister is defined as a sibling related to you by marriage between your parent and the sibling's parent. Ex-relatives are not considered immediate relatives, with regard to Bereavement pay.

An employee's day off will not be altered to circumvent Funeral Leave days, however regular scheduled days off will not be paid as Funeral Leave days.

15.06 Jury Duty

Regular employees who are required by law to serve as jurors or subpoenaed as witnesses in any court of law, will be granted leave of absence without loss of pay for this purpose for a period equal to the length of court duty, providing that the employee concerned deposits with the Employer any monies received other than travelling and meal allowances not reimbursed by the Employer.

15.07 Leave for Medical and Dental Care

Where it is not possible to schedule medical and/or dental appointments outside regularly scheduled working hours, reasonable time off for medical and dental appointments for

employees or for dependent children shall be permitted, but where any such absence exceeds two (2) hours, the full-time absence shall be charged to the entitlement described in Clause 15.09.

15.08 Family Illness Leave

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

15.09 Maximum Leave Entitlement

- (a) Leaves taken under Clauses 15.07 and 15.08 shall not exceed a total of ten (10) work days per calendar year.
- (b) The Employer may request a report from a qualified medical practitioner when it appears that a pattern of consistent absence is developing.

15.10 Escaping Domestic Violence Leave

(1) "domestic violence" means

(a) **an act of abuse between an individual and a current or former intimate partner, between an individual and a child who resides with the individual, or between an individual and an adult who resides with the individual and who is related to the individual by blood, marriage, foster care or adoption, whether the abuse is physical, sexual, emotional or psychological, and may include an act of coercion, stalking, harassment or financial control, or**

(b) **a threat or attempt to do an act described in paragraph (a);**

"intimate partner" includes a spouse, boyfriend or girlfriend, dating partner, sexual partner or an individual with whom one has a relationship similar to the relationships enumerated in this definition;

"sexual violence" means any conduct of a sexual nature or act targeting an individual's sexuality, gender identity or gender expression that is committed, threatened or attempted against an individual without the individual's consent, and includes sexual assault, sexual harassment, stalking, indecent exposure, voyeurism, sexual exploitation and sexual solicitation, and may include an act that occurs online or in the context of domestic or intimate partner relationships.

- (2) **An employee who requests leave under this section is entitled to up to 10 days of paid leave and up to 17 weeks of unpaid leave if an employee or the employee's child has experienced domestic violence or sexual violence.**
- (3) **Subsection (2) does not apply with respect to domestic violence or sexual violence committed by the employee.**

- (4) An employee is only entitled to a leave under subsection (2) if the employee uses the leave for one or more of the following purposes:
- (a) to seek medical attention for the employee or the employee's child in respect of a physical or psychological injury or disability caused by the violence;
 - (b) to obtain services for the employee or the employee's child in respect of the violence from a victim services organization, domestic violence shelter, rape crisis centre, sexual assault centre or other social services program or community agency;
 - (c) to obtain psychological or other professional counselling for the employee or the employee's child in respect of the violence;
 - (d) to relocate temporarily or permanently for the purpose of making future violence against the employee or the employee's child less likely;
 - (e) to seek legal or law enforcement assistance for the employee or the employee's child, including preparing for or participating in any civil, criminal or administrative proceeding related to or resulting from the violence;
 - (f) to do anything else prescribed by the regulations.
- (5) If an employee requires variation of their assigned work as a result of domestic violence, the employer shall accommodate the employee's need unless it would cause the employer undue hardship, considering the cost, outside sources of funding, and health and safety requirements. The variation required could be:
- (a) the employee needs to work at a place of work other than where the employer has assigned the employee;
 - (b) the employee needs fewer hours of work; or
 - (c) the employee needs to work at different times than the employer has assigned the employee;

15.11 Family Responsibility Leave

An employee is entitled to up to 5 days of unpaid leave during each employment year to meet responsibilities related to:

- (a) the care, health or education of a child in the employee's care, or
- (b) the care or health of any other member of the employee's immediate family

15.12 Union Business Leave

- (a) A leave of absence of up to two (2) weeks per year without pay will be granted, upon written request by the Union, to two (2) regular employees per year for the purpose of attending to Union business, provided that the Employer's work requirements allow for such leave. The Union will request such leave by giving the Employer at least one month's notice in writing. The Employer will continue to pay employees on such leave on the payroll, and the Employer shall invoice the Union and be reimbursed for all wages and benefits during such leave.
- (b) Employees on leave under paragraph (a) above shall continue to accumulate seniority for the period and upon return to work shall be reinstated into the work performed prior to their leave, or to an equal job if the said work has become redundant.
- (c) Where an employee is selected to work as a Union Representative, they shall be granted a leave of absence for a period of one (1) year without pay, provided that not more than one (1) employee shall be absent for said leave at any one time. The Union will request such leave by giving the Employer at least two months' notice in writing.

15.13 Reservists Leave

- (1) In this section: "*Canadian Forces*" has the same meaning as in section 14 of the National Defense Act (Canada): "Reservist" means a member of the reserve force, as defined in section 2 (1) of the National Defense Act (Canada).
- (2) Subject to the regulations, an employee who is a reservist and who requests leave under this section is entitled to unpaid leave, for the period described in subsection (3), if
 - (a) the employee is deployed to a Canadian Forces operation outside Canada or is engaged, either inside or outside Canada, in a pre-deployment or post-deployment activity required by the Canadian Forces in connection with such an operation,
 - (b) the employee is deployed to a Canadian Forces operation inside Canada that is or will be providing assistance in dealing with an emergency or with its aftermath, or
 - (c) the prescribed circumstances apply.
- (3) An employee who is a reservist is entitled to take leave under this section for the prescribed period or, if no period is prescribed, for as long as subsection (2) (a), (b) or (c) applies to the employee.
- (4) Subject to subsection (5), a request for leave must
 - (a) be in writing,
 - (b) be given to the employer,

- (i) 17.unless subparagraph (ii) or (iii) applies, at least 4 weeks before the employee proposes to begin leave,
 - (ii) in the case of leave under subsection (2) (a) or (b), if the employee receives notice of the deployment less than 4 weeks before it will begin, as soon as practicable after the employee receives the notice, or
 - (iii) in the case of leave under subsection (2) (c), within the prescribed period, and (c) include the date the employee proposes to begin leave and the date the employee proposes to return to work.
- (5) If circumstances require leave to be taken beyond the date specified in the request under subsection (4) (c), the employee must
- (a) notify the employer of the need for the extended leave and of the date the employee now proposes to return to work, and
 - (b) provide the notice referred to in paragraph (a),
 - (i) unless subparagraph (ii) or (iii) applies, at least 4 weeks before the date the employee had proposed, in the request under subsection (4), to return to work,
 - (ii) in the case of leave under subsection (2) (a) or (b), if the employee receives notice of the extended deployment less than 4 weeks before the date referred to in subparagraph (i), as soon as practicable after the employee receives the notice, or
 - (iii) in the case of a leave under subsection (2) (c), within the prescribed period.
- (6) If an employee who is a reservist proposes to return to work earlier than specified in the request submitted under subsection (4) or the notice provided under subsection (5), if applicable, the employee must notify the employer of this proposal at least one week before the date the employee proposes to return to work.
- (7) An employer may require an employee who takes leave under this section to provide further information respecting the leave.
- (8) If an employer requires an employee to provide further information under subsection (7), the employee must
- (a) provide the prescribed information in accordance with the regulations, or
 - (b) if no information is prescribed, provide information reasonable in the circumstances to explain why subsection (2) (a), (b) or (c) applies to the

employee and provide it within a reasonable time after the employee learns of the requirement under subsection (7).

15.14 Leave Respecting Disappearance of a Child

- (1) In this section and section 15.15:
“child” means a person under 19 years of age;
“crime” means an offence under the Criminal Code other than an offence prescribed by the regulations made under section 209.4 (f) of the Canada Labour Code.
- (2) If a child of an employee disappears and it is probable, in the circumstances, that the child’s disappearance is a result of a crime, and the employee requests leave under this section, the employee is entitled to unpaid leave for a period of up to 52 weeks.
- (3) If an employee is charged with a crime that resulted in the disappearance of the employee’s child, the employee is not entitled, or, if already on leave, is no longer entitled, to leave under subsection (2).
- (4) A leave under subsection (2) must be taken during the period that starts on the date the child disappears and ends on the date that is 53 weeks after the date the child disappears.
- (5) A leave under subsection (2) may be taken by the employee in
 - (a) one unit of time, or
 - (b) more than one unit of time, with the employer’s consent.
- (6) Despite subsection (4), a leave under subsection (2) ends on the earliest of the following dates, if any apply:
 - (a) the date on which circumstances indicate it is no longer probable that the child’s disappearance is a result of a crime:
 - (b) the date the employee is charged with a crime that resulted in the disappearance of the child:
 - (c) the date that is 14 days after the date on which the child is found alive:
 - (d) the date on which the child is found dead:
 - (e) the date that is the last day of the last unit of time in respect of which the employer consents under subsection (5) (b).
- (7) If requested by the employer, the employee must, as soon as practicable, provide to the employer reasonably sufficient proof that the employee’s child has disappeared in circumstances in which it is probable the disappearance is a result of a crime.

15.15 Leave Respecting Death of a Child

- (1) If a child of an employee dies and the employee requests leave under this section, the employee is entitled to unpaid leave for a period of up to 104 weeks.**
- (2) If an employee is charged with a crime that resulted in the death of the employee's child, the employee is not entitled, or, if already on leave, is no longer entitled, to leave under this section.**
- (3) A leave under subsection (1) must be taken during the period that starts:**
 - (a) on the date the child dies, or**
 - (b) on the date the child is found dead, in the case of the child disappearing before the child dies, and ends on the date that is 105 weeks after the date referred to in paragraph (a) or (b), as applicable.**
- (4) A leave under subsection (1) may be taken by the employee in**
 - (a) one unit of time, or**
 - (b) more than one unit of time, with the employer's consent.**
- (5) Despite subsection (3), a leave under subsection (1) ends on the earlier of the following dates, if any apply:**
 - (a) the date the employee is charged with a crime that resulted in the death of the child:**
 - (b) the date that is the last day of the last unit of time in respect of which the employer consents under subsection (4) (b).**
- (6) If requested by the employer, the employee must, as soon as practicable, provide to the employer reasonably sufficient proof that the employee's child is dead.**

15.1 Compassionate Care Leave and Family Responsibility Leave

Compassionate care and family responsibility leave shall be granted to employees in accordance with the Employment Standards Act, as follows.

Compassionate Care

- (1) In this section, "family member" means:**
 - (a) a member of an employee's immediate family, and**
 - (b) any other individual who is a member of a prescribed class.**
- (2) An employee who requests leave under this section is entitled to up to 27 weeks of unpaid leave to provide care or support to a family member if a medical practitioner or nurse practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within 26 weeks, or such other period as may be prescribed, after:**

- (a) the date the certificate is issued, or
 - (b) if the leave began before the date the certificate is issued, the date the leave began.
- (3) The employee must give the employer a copy of the certificate as soon as practicable.
- (4) An employee may begin a leave under this section no earlier than the first day of the week in which the period under subsection (2) begins.
- (5) A leave under this section ends on the last day of the week in which the earlier of the following occurs:
 - (a) the family member dies:
 - (b) the expiration of 52 weeks or other prescribed period from the date the leave began.
- (6) A leave taken under this section must be taken in units of one or more weeks.
- (7) If an employee takes a leave under this section and the family member to whom subsection (2) applies does not die within the period referred to in that subsection, the employee may take a further leave after obtaining a new certificate in accordance with subsection (2), and subsections (3) to (6) apply to the further leave.

Article 16 - GRIEVANCE PROCEDURE

16.01 Purpose

Both the Employer and the Union emphasize the desirability of a satisfactory Grievance Procedure the purpose of which will be to settle as many grievances as possible promptly and on the spot. It is agreed that consultation will take place; quietly, amicably, speedily and in confidence so that any possible cause of friction may be reduced to a minimum.

16.02 Method

Should a dispute arise between the Employer and an employee covered by this Agreement regarding the interpretation, application, operation or alleged violation of the Agreement, the dispute then will be resolved in the following manner:

- (a) Between the Union Steward, the employee at his option, and the Maintenance Manager.
- (b) Within ten (10) days of inability to attain a resolution under (a) above, the Union Representative and General Manager will meet.
- (c) If the question is not resolved under Step (b) above, then:

Any disagreement, grievance or dispute arising under this Agreement which is not settled to the satisfaction of either the Union or the Employer shall upon written notice of either party be submitted to an Arbitration Board; which shall be bound by the rules of this Agreement. The Board shall consist of one (1) member named by the Union, one (1) named by the Employer and the third (3rd) agreed on by the two (2) parties. In the event of failure to agree to a third (3rd) party within one (1) week, he shall be appointed by the Minister of Labour for the Province of British Columbia. Any expense incurred as a result of the appointment of the third (3rd) party shall be borne in equal shares by the Employer and the Union. Decision of the Arbitration Board shall be determined by a majority of the members of the Board. The parties agree that a "single arbitrator" may act by mutual agreement. In such case the single arbitrator will be selected between the parties.

- (d) There shall be time limits of ten (10) days between each step of the above mentioned procedure. Time limits referred to in this clause may be extended by mutual agreement.

16.03 Settlement

When a settlement is reached at any stage of this procedure, it shall be final and binding. Any settlement reached after Step (a) shall be in writing and indicate whether the settlement is with or without prejudice.

16.04 Dismissals

If an employee is dismissed for any reason whatsoever and feels that he has been unjustly dealt with, he or she shall promptly notify the Union who shall within ten (10) days of receipt of notice of dismissal by the aggrieved employee (exclusive of Saturdays, Sundays and Statutory Holidays) notify the Employer that the dismissal in question shall be deemed a grievance. The dismissal shall then constitute a grievance and shall be dealt with according to the established Grievance Procedure set out in this Article beginning at Step (a) of the Grievance Procedure.

16.05 Reinstatement

If it is subsequently decided that the employee was unjustly dismissed, he or she shall be reinstated to his or her former position and shall be compensated for all lost time or granted such lesser compensation as seems fair under the circumstances.

16.06 Notice of Discharge or Suspension

The Employer must give the Union Office notice in writing of the discharge or suspension of any employee in the Bargaining Unit on the day such action is taken.

16.07 Investigator

If a difference exists between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any questions as to whether a matter is arbitrable, during the term of the Collective Agreement, an investigator or substitute agreed to by the parties, shall at the request of either party:

- (a) investigate the difference;
- (b) define the issue in the difference; and

- (c) make written recommendations to resolve the difference within five (5) days of the date of receipt of the request, and for those five (5) days from that date, time does not run in respect of the grievance procedure.
- (d) neither party shall request the intervention of an investigator until a meeting under step (a) of the grievance procedure has taken place. The Employer representative and the Union representative who handled the grievance at step (a) will represent their respective parties before the Investigator.

16.08 Employee's Personnel File

A copy of formal discipline reports to be entered on an employee's file will be given to the employee. Discipline reports shall remain on an employee's file for eighteen (18) months. Subject to giving the Employer forty-eight (48) hours' advance notice, employees shall have access to their personnel file.

16.09 Justice and Dignity

Any employee whom the Employer suspends or discharges may be removed from active work, with pay, until the resolution of the grievance protesting the suspension or discharge if his/her alleged cause for suspension or discharge presents a danger to the safety of employees, residents, equipment or property due to fighting, theft, or concerted refusal to perform their assigned work.

16.10 Expedited Arbitration

Expedited Arbitration may be proposed by the Union or the Employer within forty-five (45) days after the grievance has been filed as per Article 16. Within seven (7) days of referral to Expedited Arbitration, either party must respond as to their decision to proceed to Expedited Arbitration or Arbitration under Article 16.

- (a) Access to the Expedited Arbitration procedure shall be limited to discharge cases, and other cases provided Expedited Arbitration is invoked within forty-five (45) days of the grievance being filed, as per Article 16.
- (b) Within seven (7) days of being referred to Expedited Arbitration, an attempt to mediate the dispute shall be made.
- (c) If mediation should fail, an Expedited Arbitration shall be held no less than ninety (90) days after referral to Expedited Arbitration.
- (d) A final and binding decision will be handed down with twenty (20) days of the Expedited Arbitration case being held.
- (e) Matters not referred to Expedited Arbitration may be referred by either party to the regular Arbitration procedure as contained in Article 16 and all Arbitrations referred under Article 16 must be held within ninety (90) days of referral to Arbitration and a decision must be rendered within twenty (20) days of the Arbitration being presented.

Article 17 - SUSPENSION AND DISMISSAL

17.01 Suspension and Dismissal for Just Cause

“Just Cause” is defined as behaviour inconsistent with the continuation of employment. The Employer may discipline any employee for just cause subject to the following procedures:

- (a) In the case of gross misconduct (such as: willful misconduct; gross incompetence; theft; fraud; conflict of interest; serious undermining of the corporate culture; serious breach of employer rules and policies; sexual harassment violation; failure to respond appropriately to corrective discipline or mistreatment of any person or persons related to VNHS), discharge of the offending employee can be immediate and without notice. It is often accepted that gross misconduct means that the employee knew what to do, and deliberately did not do it, or the reverse – knew what not to do, but did it. A mistake, however, especially if due to inexperience or lack of training, is not considered to be willful misconduct. Some activities such as theft, fraud, dishonesty and conflict of interest require only one provable incident to justify dismissal without compensation or notice. Others, like poor performance, low productivity, absenteeism or tardiness, require corrective discipline in order to create just cause. Any activity which puts an employee’s or others’ personal safety at serious risk constitutes just cause. By way of example: failure to engage in safety precautions (a miner drilling during a blasting period, or locking out a power source before repairing machinery); or failure to comply with legal requirements (attempting to operate a motor vehicle while under the influence of alcohol or drugs). Otherwise the procedure laid out in subsection (b) of this Article shall be followed.
- (b) The Employer will, where appropriate in the circumstances, give an employee a verbal or written warning; copies of such warnings will be sent to the Union and the Chief Shop Steward. If there are any future problems after a written warning, or the situation warrants, the Employer may suspend the employee. Where a written warning has been given, followed by a suspension, and there are further problems, then the Employer may discharge the employee.
- (c) Any disciplinary action by the Employer is subject to Article 16 - Grievance and Arbitration Procedure. If an employee is suspended or discharged, the Employer shall give the employee the reasons for the discharge or suspension, in writing, with a copy to the Union office and the Chief Shop Steward.
- (d) If, as a result of the grievance procedure, it is found that an employee has been discharged for unjust cause or has been improperly laid off, that employee will be reinstated to the employee’s former position or one of equal rank or salary range, without loss of seniority, rank or benefits and shall be entitled to all the rights, benefits and privileges which the employee would have enjoyed if the discharge, suspension or improper layoff had not taken place.
- (e) Benefits on Termination: If an employee is discharged or resigns, the employee shall be paid in full all monies owing within ten (10) working days.

17.02 Suspension

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

17.03 Dismissal

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

17.04 Dismissal for Abandonment of Position

Any employee who fails to report for duty for three (3) consecutive work days without informing the Employer of the reason for his/her absence will be presumed to have terminated his/her employment. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not having informed the Employer.

17.05 Burden of Proof

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

17.06 Resident Building Manager's Suite Occupants

The Residential Building Manager when requested or required by the Employer shall declare the number of residents/occupants living in the Resident Building Manager's suite, by providing their names, ages and gross income where applicable on a form provided by the Employer. Proof of income must be provided with the declaration.

Failure to comply with the request or providing misleading or inaccurate information could lead to disciplinary action up and including termination of employment and tenancy.

Article 18 - SICK LEAVE

18.01 Sick Leave

- (a) Employees shall receive sick leave credits at the rate of one and one quarter (1 ¼) days for each calendar month for which they receive pay for at least ten (10) days.
- (b) Sick leave credits are accumulated from year to year to be available to compensate for the loss of earning power resulting from a prolonged absence from work caused by illness or injury.

Sick leave will accrue to a maximum of one hundred and twenty (120) days except for those employees with a sick leave balance in excess of one hundred and twenty (120) days on the date of ratification of this Agreement.

Those employees with a sick leave balance in excess of one hundred and twenty (120) days shall be entitled to utilize sick leave credits that they have accrued in accordance with the Collective Agreement. However, in the event that such an employee's sick leave balance falls below one hundred and twenty (120) days, future accruals shall be limited to a maximum of one hundred and twenty (120) days.

- (c) Sick leave is only to be used when it is genuinely needed, and not to augment an employee's vacation leave.
- (d) A doctor's certificate must be provided by the employee in respect to any illness extending beyond the three (3) working days.

Any cost incurred for the production of such Doctor's Certificate required by the Employer shall be paid for by the Employer upon submission of receipt by employee.

The rate established will be as per B.C. Medical Plan's maximum payment for user fees as of October 24, 2003.

CERTIFICATES, ETC.*

A0032	Completion of the Occupational Fitness Assessment (OFA) form (extra to examination)	\$ 37.50
A0033	Completion of only Section E of the Occupational Fitness Assessment (OFA) form (extra to examination)	\$ 24.00
A0035	Completion of Pharmacare Special Authority Form	\$ 20.40
A0060	Written certificate, including time loss benefit form (extra to examination) and death certificates	\$ 31.80
A0061	Medical advice by letter	\$107.00
A0063	Initial screening examination for chronic or rehabilitation care	\$111.00
A0068	Physical fitness examination for school, summer camp, etc., including certificate	\$ 53.70
A0058	Premarital examination	\$107.00
A0069	Insurance company form to include review of records – short report	\$107.00
A0059	- extensive report	\$141.00
A0098	ICBC Consultation with ICBC Adjustor or Personnel, meeting or telephone call, per 15 minutes, or portion thereof –	\$ 46.30
A0097	Examination and completion of Canadian Blood Services form for report on Plasmapheresis Donors	\$ 77.20
A00278	ICBC – CL19 NOTE: The new combined fee for both the CL-19 form and the required Physical examination will be \$130.00 with an additional bonus of \$25 if the form is received within 15 working days of the request, for a total of \$155.00. The new fee covers all exams regardless of the patient's age. For full billing details, please refer to the attachment to the President's Letter of June 12, 2001.	\$130.00

* Revised Fees for Uninsured Services April 1, 2003

- (e) Sick leave is a privilege to be used by active employees only, upon retirement, termination, leave that is not designated as sick leave, or upon resignation the privilege does not translate into a monetary value and is not paid out.

Article 19 - HEALTH & WELFARE BENEFITS

19.01 Health & Welfare Benefits

The Employer shall provide health and welfare benefits to employees who meet the eligibility requirements for participating in the benefit plan.

Employees eligible for health and welfare benefits will be required, as a condition of employment, to participate in mandatory parts of the health and welfare plan as designated by the employer and/or the plan provider.

Employees with duplicate health or dental coverage will be allowed to decline to participate in those parts of the plan. Employees opting to decline must satisfy the benefit plan provider requirements for proof of alternate coverage.

Employees hired or transferred into a position with health and welfare benefits shall be provided with enrollment forms, waiver forms, and other information at the start of the trial or probation period for the position.

Employees provided with forms and information on the health and welfare plan will complete and return the forms as required by the Employer within 24 hours of receiving the forms. Employees will be enrolled in the benefit plan after satisfying trial or probation period, unless a signed and completed waiver form and accompanying proof has been returned by the employee.

Employees who wish to change their benefit participation after probationary or trial period has been satisfied are subject to the terms and conditions as set out by the Employer or plan provider.

Benefits	Coverage	Eligibility
Extended Health	100%	3 months
Dental Limited oral examinations twice a year One complete oral examination every 36 months	\$2000 per person per calendar year	3 months
Basic / Accident Endodontics, Periodontics Preventative	100%	
Major Bridges and dentures Crowns/Onlays	80%	
Orthodontic Age registrations apply	50% \$1500 per lifetime	
Employee Life Insurance	\$25,000 reduced 50% at age 65	3 months
Dependent Life Insurance	\$5,000 spouse / \$2,500 Child	3 months
ADD	\$25,000	3 months
LTD	66.67% of earnings / max \$5000 /month	3 months to age 65
Employee Assistance Program	100%	3 Months
Travel Medical Assistance	100%	3 months
Ambulance Coverage	100%	3 months
Prescription Generic and prescribed	\$2 deductible per prescription	3 months
Paramedical Practitioners Chiropractors, Physiotherapists, Psychologists, Massage therapists, Acupuncturists etc.	\$350 per year	3 months
Vision Care 1 eye examination Glasses, contact lenses, laser eye surgery	1 occurrence per 24 month(s) \$250 per 24 month(s)	3 months

Article 20 - MISCELLANEOUS

20.01 Assistance Program

The Employer and the Union recognize that drug and alcohol abuse can have a serious negative impact on both the Employer and the employee. The parties mutually agree to cooperate in resolving problems with drug and alcohol abuse with a view towards rehabilitating employees suffering from such abuse.

20.02 No Demand That Contravenes Law

It is mutually agreed that no demand shall be made by either party to this Agreement upon the other party which in any way contravenes laws, order, or regulations issued by or under the authority of the Government of Canada, or that of the Province of British Columbia, or such agency as may be assigned by either of such Governments from time to time in regard to wages, bonuses, hours, conditions of labour or other related matters.

20.03 Safety and Health

The Employer shall make reasonable provision for the safety and health of all employees.

The Employer agrees to establish and maintain a Health and Safety Committee. The Committee shall continue to function in accordance with current WCB Health and Safety Regulation. The society shall have a four (4) person Health and Safety Committee. Two (2) of these members must be worker representatives, selected by the Union.

The Committee shall meet once (1X) per month in order to discuss any issues regarding employee

health and safety, and shall identify potential health and safety risks, institute means of improving the level of health and safety of the employees and obtain information from the Employer or other persons respecting safety experience and work practices and standards of the Employer. The Union and the Employer are committed to satisfactorily dealing with all issues brought forward by this joint committee. Sufficient time and resources must be provided during scheduled working hours to all committee members in order to carry out these duties.

The Employer has the primary responsibility for ensuring that safe conditions prevail within the workplace, to take appropriate and effective measures, both preventative and corrective, to protect the health and safety of employees. This will include, but is not limited to, providing the Union with the details of the Employer's Violence in the Workplace "Prevention and Response Program". The Union will be provided with applicable incident reports and recommendations flowing from any incident.

Meeting time is to be paid at the straight time rate.

20.04 Physical Examination

Where the Employer requires, in writing, an employee to take a physical examination, doctor's fees for such examination shall be paid by the Employer. Such examination shall be taken during the employee's working hours without loss of pay to the employee. The above provisions shall be subject to verification of the employee's attendance at such examination.

20.05 United Food Commercial Workers Industry Pension Plan

Pension Plan contributions shall be maintained at a percentage of three (3) % of total annual gross income, commencing first Sunday after ratification.

The contributions shall be accompanied by a written statement showing the hours for each employee. In addition, the Employer agrees to pay interest on all such contributions which are not postmarked or deposited within thirty (3) days of the last day of the contribution period, at the rate of three percent (3%) per annum from the last

day of the period. Each contribution period shall comprise not less than four (4) nor more than five (5) weeks.

Changes to the Pension Plan contributions shall be subject to negotiations between the parties, as part of the process for the renewal of the Agreement.

The Employer and the Union agree to the original method of selection of Employer and Union Trustees to administer the plan. It is agreed that the terms of the plan and its administration shall be entirely the responsibility of these original Trustees or their valid replacements, provided that the plan is administered consistently with this Collective Agreement, subject to any applicable government law or regulation and with the intention of meeting all the requirements for continued registration under the Income Tax Act of Canada. Subject to the foregoing, the Employer and the Union agree to be bound by the actions taken by the Employer and Union Trustees under the plan.

Article 21 - DURATION OF AGREEMENT

This Agreement shall remain in full force and effect for a period of forty-eight (48) months from the 1st day of April 2019 until the 31st day of March, 2023, inclusive, and shall automatically renew itself from year to year unless notice of termination or of amendment is given by either party to the other as hereafter provided.

If either party desires to terminate this Agreement or amend the provisions of this Agreement, either by additions thereto or deletions therefrom, such party shall within the period of one hundred and twenty (120) days immediately preceding any subsequent anniversary date thereafter, give to the other party notice in writing to commence collective bargaining which shall be carried out in accordance with Section 50(2)(3) of the *Labour Relations Code* of British Columbia. If such notice is given, this Agreement shall remain in force during the period of negotiations.

NOTE: Notwithstanding the above, no change to the Collective Agreement is retroactive to any date earlier than the date of ratification.

SIGNED THIS _____ DAY OF _____, _____ .

**FOR THE UNION:
UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL 1518**

**FOR THE EMPLOYER:
VANCOUVER NATIVE HOUSING SOCIETY**



Kim Novak, President

Appendix A - HARASSMENT AND SEXUAL HARASSMENT IN THE WORKPLACE

- (a) **The Union and the Employer recognize the right of employees to work in an environment free of harassment, sexual harassment, bullying, or discrimination. The Employer undertakes, where appropriate, to discipline any person employed by the Employer engaging in harassment, sexual harassment, or other forms of bullying or discrimination in the workplace. The Employer also recognizes that harassment of employees may come from individuals not under VNHS employment. This could include tenants, their guests and contractors. In such circumstances, the Employer will address the matter through appropriate measures, including but not limited to, WorkSafe BC Regulations, the Residential Tenancy Branch and legal intervention.**
- (b) Sexual harassment shall be defined as:
- (1) verbal harassment or abuse;
 - (2) subtle pressure for sexual activity;
 - (3) sexist remarks about a person's clothing, body or sexual activity;
 - (4) unnecessary touching, patting or pinching;
 - (5) leering at a person's body;
 - (6) demanding sexual favours, accompanied by implied or overt threats concerning a person's job and/or future employment;
 - (7) physical assault
- (c) Complaint procedure:
- (1) An employee who wishes to initiate a complaint arising from alleged harassment or sexual harassment may submit such a complaint in writing within thirty (30) days of the latest alleged occurrence through the Union directly to the General Manager. Complaints of this nature shall be treated in strict confidence by both Union and the Employer;
 - (2) The complaint shall then be immediately referred to an independent investigator, agreed to by the parties, who shall investigate the allegation(s) and issue a report of his/her findings to the parties within thirty (30) days of referral. The report may also include recommendations to the Employer for disciplinary and/or remedial action.
- (d) The person who alleges harassment may request the right to discontinue contact with the alleged harasser pending the results of the investigation. Such request will not be unreasonably denied. In cases of proven sexual harassment which may result in the transfer of a person employed by the Employer, where possible, it shall be the harasser who is transferred. The employee who is harassed shall not be transferred against the employee's will.

- (e) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer may take appropriate action. Such action shall only be for just cause and may be grieved pursuant to the Grievance procedure contained in this Collective Agreement.

Appendix B

Minimum Tool List Guideline for Resident Building Manager

All tools shall be of professional quality.

The Employer agrees to provide good quality disposable rubber gloves and work gloves (work gloves to be replaced as necessary on an exchange basis).

A long-handle dust tray and broom shall be supplied to each resident building manager for the purpose of collecting discarded condoms and/or syringes.

General Equipment:

- 1 "small canister" vacuum cleaner
- 1 upright vacuum cleaner
- 2 mop-and-bucket sets (industrial)
- 1 step-stool

Gardening/Outdoor Maintenance

- 1 pair of rubber boots
- 1 set of raingear
- 1 ladder (8-ft.)
- 1 ladder (4-ft.)
- 1 window squeegee (w/8" handle)
- 1 window squeegee (w/18" handle)
- 1 telescoping extension handle
- 1 wheelbarrow
- 1 gas-powered/ electric mower/mulcher
- 1 set hedge cutters (hand-held)
- 1 branch cutter/trimmer
- 1 full-size spade, garden rake, garden hoe and leaf rake
- 1 set hand garden tools
- 1 set medium handle garden tools
- 1 lawn edger
- 1 gas-powered/ electric "weed-eater"
- 1 leaf-blower
- 1 garden hose of adequate length w/spray nozzle
- 1 snow shovel
- 1 pressure washer

For General Repair/Maintenance

- 1 adjustable wrench, 6" - 10"
- 1 claw hammer, 16-oz.
- 1 hacksaw, 12" blade
- 1 caulking gun
- Screwdrivers:*
- 1 #1 Robertson
- 1 #2 Robertson
- 1 #3 Robertson
- 1 Stubby Robertson
- 1 3/8" slotted, 12" long
- 1 1/8" slotted, 4" long
- 1 3/16" slotted, 4" long
- 1 1/2" slotted, 4" long
- 1 1/2" slotted, 8" long
- 1 #1 Phillips
- 1 #2 Phillips
- 1 #3 Phillips
- 1 #2 stubby Phillips
- 1 set of scrapers and putty knives up to 4"
- 1 set of hex keys, short
- 1 set of cold chisels 1/2" to 3/4"
- 1 combination steel square
- 1 tool box
- 1 pair Linesman pliers - 6" w/sidecutter
- 1 pair diagonal cutting pliers, 7"
- 1 set air water pump pliers (vice grips), 6", 8" and 10" long
- 1 set open-end/box-end wrenches, 1/4" and 1-1/2"
- 1 Ball peen hammer
- 1 Measuring tape, 12-ft. (Employer to supply refills)
- 1 Tube Cutter, 1"
- 1 12" level
- 1 Wood chisel, 1/2"
- 1 Wood chisel, 1"
- 1 Pipe wrench, 6"
- 1 Pipe wrench, 12"
- 1 Hand saw, cross-cut

APPENDIX C

Education Fund

The Employer agrees to contribute twenty dollars (\$20.00) per year for each member of the UFCW Local 1518 Bargaining Unit, to the United Food and Commercial Workers Local 1518 Safety and Education fund, effective January 6, 2003. Further, VNHS management personnel will be permitted to take computer courses provided by the Union.

LETTER OF UNDERSTANDING #1

RE: Labour Management Relations Committee

A labour management relation committee meeting will occur once every four (4) months. Additional labour management relation meetings may be called with two (2) weeks' notice by either party.

A "Labour Management Relations Committee" shall be established for the purpose of improving communications with respect to matters of mutual concern between the two (2) parties. The committee shall be comprised of two (2) Union members designated by the Union, and no more than three (3) Management Representatives designated by the Employer. An outside Representative of the Union may be called in if so desired. The Committee shall take place on the Employer's time. Discussions of the Committee may include, but shall not be limited to:

- a) Employer established rules or policy which may affect members of the Bargaining Unit even though, at the time, same may not constitute a grievance.
- b) Ways and means of improving employee/tenant relations through suggestions from members of the Bargaining Unit.
- c) General discussion regarding future plans of the Society.

A Recording Secretary, who has been mutually agreed to be the members of the Committee, shall keep minutes of these meetings and issue a copy to all members of the Committee.

SIGNED THIS 6th DAY OF March, 1998.
 RENEWED: THIS 27th DAY OF July, 1999.
 RENEWED: THIS 25th DAY OF October, 2003.
 RENEWED: THIS 28th DAY OF May, 2008.
 RENEWED: THIS 17th DAY OF August, 2011.
 RENEWED: THIS 4th DAY OF May, 2016.
RENEWED: THIS _____ DAY OF _____, 2020

**FOR THE UNION:
UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL 1518**

**FOR THE EMPLOYER:
VANCOUVER NATIVE HOUSING SOCIETY**



Kim Novak, President

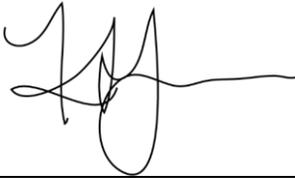
LETTER OF UNDERSTANDING #2

Re: U.F.C.W Industry Pension Plan Employee Contributions

Within 90 days of ratification, the Parties agree to meet with Representatives of the UFCW Pension Plan to explore the potential for employee contributions as a means of enhancing retirement benefits. It is understood that any decision to implement employee contributions is subject to the approval of the plan trustees and is also subject to ratification by the bargaining unit.

**FOR THE UNION:
UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL 1518**

**FOR THE EMPLOYER:
VANCOUVER NATIVE HOUSING SOCIETY**



Kim Novak, President

LETTER OF UNDERSTANDING #3

RE: Article 8.01 (a) (2) - Upgrading Skills

Residential Building Managers will have a six (6) month period in which to upgrade their skills to a satisfactory standard of competency that will allow them to carry out the duties listed in Article 8.02, in a proficient and competent manner.

The Employer agrees to assist Residential Building Managers in upgrading their skills to the required standard by way of internal training where such training is practical.

SIGNED: THIS 27th DAY OF July, 1999.
RENEWED: THIS 25th DAY OF October, 2003.
RENEWED: THIS 28th DAY OF May, 2008.
RENEWED: THIS 17th DAY OF August, 2011.
RENEWED: THIS 4th DAY OF May, 2016.
RENEWED: THIS ____ DAY OF _____, 2020

**FOR THE UNION:
UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL 1518**

**FOR THE EMPLOYER:
VANCOUVER NATIVE HOUSING SOCIETY**



Kim Novak, President

LETTER OF AGREEMENT #4

RE: Assignment of Work

With respect to the above cited subject matter, the Employer and the Union, hereinafter referred to as the "Parties", do hereby expressly and mutually agree as follows:

- (1) It is mutually agreed that the Employer shall have the right to assign work to any employee in respect of more than one (1) building, with no maximum. When this occurs, an employee shall be entitled to the straight-time hourly pay rate for his or her job classification for the buildings involved that is the highest per Clause 11.01 of the Collective Agreement, subject to the provisions of Clause 11.05 of said contract. Total number of units involved shall not be a factor in calculating the applicable straight-time hourly pay rate. It is further mutually agreed that this Paragraph (1) does not apply to any security personnel because their work normally involves all of the Employer's buildings.
- (2) It is mutually agreed that travel time by an employee between or among the Employer's buildings during scheduled working hours is paid time.
- (3) In the event of any conflict involving the language contained elsewhere in the Collective Agreement and the provisions of this Letter Of Agreement, the provisions of this Letter Of Agreement shall take precedence and prevail.
- (4) This Letter Of Agreement may be changed at any time by the written mutual agreement of the Employer and the Union.
- (5) This Letter Of Agreement shall be deemed to be incorporated into the Collective Agreement between the Employer and the Union as if set forth in full therein in writing, and shall so apply.

Signed at Vancouver, B.C. this 26th day of May, 2008

RENEWED: THIS 17th DAY OF August, 2011

RENEWED: THIS 4th DAY OF May, 2016

RENEWED: THIS DAY OF , 2020

**FOR THE UNION:
UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL 1518**

**FOR THE EMPLOYER:
VANCOUVER NATIVE HOUSING SOCIETY**



Kim Novak, President

LETTER OF AGREEMENT #5

RE: Defining Union Jurisdiction

With respect to the above cited subject matter, the Employer and the Union, hereinafter referred to as the “Parties”, do hereby expressly and mutually agree as follows:

- (1) It is mutually agreed that the Collective Agreement between the Parties, or any of their successors, and the Union’s certification as recognized by the Labour Relations Board of British Columbia, or any of its successors, shall apply only in respect of the premises owned or operated by the Employer at the following addresses, all located in Vancouver, B.C.:
 - (a) 1330 East 8th Avenue;
 - (b) 1333 East 7th Avenue;
 - (c) 1766 Frances Street;
 - (d) 1575 East 5th Avenue;
 - (e) 1856 East Georgia Street;
 - (f) 1545 East Broadway;
 - (g) 860 East 7th Avenue;
 - (h) 1339 Graveley Street;
 - (i) 1560 East 4th Avenue;
 - (j) 1823 Pender Street;
 - (k) 1725 East Pender Street;
 - (l) 27 West Pender Street; and
 - (m) 2626 Watson Street.

- (2) The Union specifically agrees that it will not at any time seek by any legal action or in any other manner to expand its jurisdiction as defined in Paragraph (1) above. Without limiting the generality of the foregoing and for greater clarity and certainty, the Union specifically agrees that it shall not in future promote, undertake, or otherwise participate in any way in any action relating to certification by the Labour Relations Board of British Columbia, or any of its successors, involving any building owned or operated by the Employer, or any of its successors, that is not listed in Paragraph (1) above. The Union shall, however, retain the right to address matters at the Labour Relations Board of British Columbia related to the certification of the buildings listed in Paragraph (1) above, but only in respect of those buildings. The provisions of this Paragraph (2) shall apply equally to any successors of the Union.

- (3) The Union further specifically agrees that in the event of any labour dispute involving the Employer, neither the Union nor any of its successors nor any of their members shall picket or undertake or otherwise participate in any way in any other pressure tactics or like conduct involving any building owned or operated by the Employer, or any of its successors, that is not listed in Paragraph (1) above, unless the Labour Relations Board of British Columbia orders that such activity is lawful.

- (4) The Union also specifically agrees that the Employer shall have the right to have bargaining unit personnel perform security and/or delivery functions in respect of buildings owned or operated by the Employer that are not listed in Paragraph (1) above without such service expanding the jurisdiction of the Union or of the Collective Agreement between the Parties to cover any of such other buildings. Without limiting

the generality of the foregoing and for greater clarity and certainty, the Parties agree that in the event and for the duration of any strike or lockout involving both the Employer and the Union, management and excluded personnel of the Employer, regardless of date of hire, or external contractors can perform any security and/or delivery functions previously done by bargaining unit personnel in respect of buildings owned or operated by the Employer that are not listed in Paragraph (1) above and such performance of work shall not be subject to any challenge by the Union at the Labour Relations Board of British Columbia, or any of its successors, or by any other legal action. The provisions of this Paragraph (4) shall apply equally to any successors of the Union. Nothing contained in this Letter Of Agreement shall restrict the Employer's right to use any person(s) other than bargaining unit employees to perform security and/or delivery functions in respect of buildings owned or operated by the Employer that are not listed in Paragraph (1) above.

- (5) It is mutually agreed that nothing contained in this Letter Of Agreement changes the provisions of the Collective Agreement that exempt from Union membership the manager of the Ian Lemay Building located at 27 West Pender Street in Vancouver, B.C.
- (6) In the event of any conflict involving the language contained elsewhere in the Collective Agreement and the provisions of this Letter Of Agreement, the provisions of this Letter Of Agreement shall take precedence and prevail.
- (7) This Letter Of Agreement shall be deemed to be incorporated into the Collective Agreement between the Employer and the Union, or any of their successors, as if set forth in full therein in writing, and shall so apply.
- (8) This Letter Of Agreement shall survive from Collective Agreement to Collective Agreement executed by and between the Parties, or any of their successors, and shall not be subject to any collective bargaining or any other form of negotiation or to any change except by the written mutual agreement of the Parties, or any of their successors.

Signed at Vancouver, B.C. this 26th day of May, 2008

RENEWED: THIS 17th DAY OF August, 2011
RENEWED: THIS 4th DAY OF May, 2016

**FOR THE UNION:
UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL 1518**

**FOR THE EMPLOYER:
VANCOUVER NATIVE HOUSING SOCIETY**

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