

COLLECTIVE AGREEMENT

BETWEEN

CSH HAMPTON HOUSE INC.

AND

CSH CARRINGTON HOUSE INC.

(CARRINGTON HOUSE AND HAMPTON HOUSE)

AND THE



HOSPITAL EMPLOYEES' UNION

January 1, 2021 – December 31, 2024

Note: underlined text is new language for 2021-2024

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DEFINITIONS

"Bargaining Unit" - is the unit determined to be appropriate for collective bargaining in the certification issued by the Labour Relations Board on 29 June 2007 respecting Hampton House Retirement Community and varied by the Labour Relations Board on September 15th, 2011 respecting Carrington House Retirement Community.

"Basic rate of pay" - means the rate of pay negotiated by the Parties to this Agreement, as specified in Appendix 3.

"Continuous service" - means uninterrupted regular full-time and/or regular part-time employment with the Employer.

"Day," "Week," "Month," "Year" - means a calendar day, week, month, year unless otherwise specified in this Agreement.

"Dependent" - means a dependent as defined by the insurance carrier in the plan document.

"Employee" - means a member of the bargaining unit who is:

- (a) *"probationary employee"* - means an employee who is hired into a probationary status and who has not yet successfully completed four-hundred-and-eighty (480) hours worked.
- (b) *"Casual employee"* - means an employee who is employed for relief purposes, or for work which is not scheduled on a regular basis, such as, but not limited to:
 - (1) Paid leave relief
 - (2) Unpaid leave relief
 - (3) Temporary increase of workload

A casual employee is only entitled to the benefits set out in Appendix 1.

- (c) *"Full-time regular employees"* - are regularly scheduled employees who work an average of thirty-seven-and-one-half (37.5) or more hours per week on a continuing basis.

(d) "*Part-time employees*" - are employees whom are regularly scheduled to work less than thirty-seven-and-one-half (37.5) hours per week.

"*Employer*" - means CSH Hampton House Inc. c.o.b. as Hampton House Retirement Community British Columbia and CSH Carrington House Inc. c.o.b. as Carrington House Retirement Community British Columbia.

"Residence" - means the Employer-designated work location for employees.

"*Rest Period*" - means a paid interval, which is included in the work day and is intended to give the employee an opportunity to have refreshments or a rest excluding the half hour unpaid break for lunch/dinner.

"*Spouse*" - means a person of the opposite or same sex to whom the employee is legally married or with whom the employee has cohabited in a common-law relationship for one year-or more.

"*Union*" - means the Hospital Employees' Union.

ARTICLE 1 - PREAMBLE

1.01 Purpose of Agreement

The Parties to this Agreement desire to foster and maintain a relationship amongst the Employer, the Union and the employees, which is in every respect conducive to their mutual well-being.

1.02 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of the Collective Agreement, the following shall apply:

(a) The remaining provisions of the Collective Agreement shall remain in force and effect for the term of the Collective Agreement;

- (b) The Employer and the Union shall, as soon as possible, attempt to negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered.

1.03 Licensed Premises

It is mutually agreed that upon the implementation of any changes in the Liquor Control Board Regulations governing licensed premises and if problems arise as a result of these changes, the Union and Employer will attempt to negotiate an agreement.

1.04 Conflict with Policy

In the event that there is a conflict between an express provision of this Agreement and any rule or policy made by the Employer, this Agreement shall take precedence over the said rule or policy.

1.05 Use of Feminine and Singular Terms

Wherever the feminine or singular is used, the same shall be construed as including the masculine or plural unless otherwise specifically stated.

1.06 Harassment

- (a) The Employer and the Union agree to foster and promote a workplace environment free from harassment.
- (b) Nothing in this Article limits the Employer's managerial and supervisory rights and responsibilities or the exercise of those rights and responsibilities as provided for in the Management Rights Article of this Collective Agreement.
- (c) Any complaints pertaining to this Article may be referred by the Union to Steps 1 and 2 of the grievance procedure, or the owners if the respondent is excluded from the bargaining unit under this Collective Agreement, or an employee may initiate a complaint in accordance with the *BC Human Rights Act*.
- (d) An employee who files a written complaint, which would be seen by a reasonable person to be frivolous, vindictive or vexatious, may be subject to disciplinary action. Disciplinary action taken may be grieved pursuant to Article 8 - Grievance

Procedure.

ARTICLE 2 - BARGAINING AGENT RECOGNITION

2.01 Recognition

This Agreement covers all employees of the Hampton and Carrington House Retirement Community, save and except the General Manager, Marketing Manager, Executive Chef, Administrative Assistant, Community Relations Coordinator and Activity Aide/Social Coordinator.

The Employer recognizes the Hospital Employees' Union as exclusive bargaining agent for all employees falling within the Bargaining Unit as of date of certification, June 29, 2007 and as varied under Section 142 of the *Labour Relations Code* on September 15th 2011.

2.02 No Other Agreement

No employee covered by this Agreement shall be permitted or required to make a written or oral agreement with the Employer, which may conflict with this Agreement.

2.03 Union and Employer Representation

The Union shall supply the Employer with the names of its authorized officers and similarly, the Employer shall supply the Union with a list of its supervisory and other personnel with whom the Union may be required to transact business.

2.04 Correspondence

A. The Parties agree that all correspondence between the Employer and the Union related to matters covered by this Agreement shall be sent to:

- **For the Union:**
The Secretary-Business Manager or designate;
- **For the Employer:**
The General Manager or designate.

B. Where email is used by the Parties, it shall be considered written communication for the purposes of this Agreement unless other forms of communication are required by law or statute.

2.05 Union Representative

- (a) The Employer agrees that access to its premises will be granted to members of the staff of the Union.
- (b) Prior to attending the Employer's premises, the Union Representative shall first notify the Employer to obtain permission. Such permission shall not be withheld unreasonably.
- (c) Such visits shall not interrupt employees' work without first seeking permission of the manager or designate.

2.06 Recognition and Rights of Shop Stewards

The Employer agrees to the operation of a Shop Steward system which shall be governed by the following:

- (a) Shop Stewards may be appointed by the Union on the basis of up to two (2) Shop Stewards, plus two (2) alternates per residence.
- (b) The Employer is to be kept advised in writing of all Shop Steward appointments and changes to these appointments as soon as possible.
- (c) One (1) Shop Steward, or Union Committee member, shall be appointed by the Union as Chief Shop Steward who may present or assist in the presentation of any grievance.
- (d) A shop steward shall receive the permission of the immediate supervisor/designate before leaving work to perform duties as a shop steward. Such permission, subject to operational requirements, shall not be unreasonably withheld. Leave for this purpose shall be with pay. The shop steward shall notify the immediate supervisor/designate on completion of their union duties. The Union agrees that shop stewards and committee members appointed by the Union shall be regular employees of the Employer.

2.07 Bulletin Boards

The Employer agrees to continue to supply an exclusive bulletin board for the posting of Union notices in such place so as to inform employees in the bargaining unit of the activities of the Union. The location of the bulletin board shall be in the staff room.

2.08 No Discrimination

The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee by reason of their membership or lawful activity in the Union. In addition, the Parties hereby subscribe to the principles of the *Human Rights Code* of British Columbia.

2.09 Union Insignia

Union members shall have the right to wear or display the recognized insignia of the Union.

2.10 Right to Refuse to Cross Picket Lines

Employees covered by this Collective Agreement shall have the right to refuse to cross a legal picket line arising out of a labour dispute as defined in the *Labour Relations Code*. Any employees failing to report for duty shall be considered to be absent without pay and benefits. Failure to cross a legal picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

2.11 Leave of Absence for Union Business

(a) The Employer shall grant leaves of absence to employees to attend Union Conventions, negotiations of the Collective Agreement with the Employer and other Union business. The Union agrees that such leave will not unduly affect the proper operations or be detrimental to the proficient operations of the Employer.

- (b) In requesting such leaves of absence, the Union must make every reasonable effort to give fourteen (14) days written notice to the Employer to be confirmed in writing. The Employer will respond to the application within seven (7) days.
- (c) Employees on such leave of absence will be paid by the Employer who will be reimbursed by the Union within twenty-one (21) days upon receipt for the amount paid to the employee.
- (d) It is agreed that the Union will appoint up to three (3) employees who will represent the Union in negotiations of subsequent Collective Agreements with the Employer. The Union agrees to appoint three (3) employees with only two (2) employees at a time attending labour management as per Article 7.1 and health and safety committee meetings as per Article 23.

2.12 Bargaining Unit Information

The Employer agrees to provide the Union with a list of employees covered by this agreement, their classification, employee status and addresses as provided by employees in January and July of each year. The Employer shall supply this information electronically to memberupdates@heu.org. The Union indemnifies the Employer in regards to the provision of this information.

ARTICLE 3 - UNION SECURITY

3.01 Union Membership

All employees who are covered by the Union's Certificate of Bargaining Authority shall maintain membership in the Union as a condition of employment. Employees who are brought within the jurisdiction of the Union's Certificate of Bargaining Authority, including newly hired employees, shall become members of the Union by the first day of the third bi-weekly pay period after their initial date of employment in the bargaining unit. Upon receipt by the Employer of written advice from the Union, employees who fail to maintain membership in the Union or the check-off of Union

Dues, or an amount equal to Union Dues, shall be terminated by the Employer from their employment.

In the event an employee is terminated pursuant to this section, the following contract provisions shall not be applicable to the employee:

- Article 8 - Grievance Procedure
- Article 9 - Arbitration

ARTICLE 4 - UNION CHECK-OFF

4.01 Union Check-Off

The Employer agrees to the monthly check-off established by the Union of all Union Dues, Assessments, Initiation Fees, and written assignments of amounts equal to Union Dues.

The check-off monies deducted in accordance with the above paragraph shall be remitted to the Union by the Employer in a period not to exceed twenty-one (21) days after the date of deduction. The Union shall provide thirty (30) days' written notice of any changes to the check-off amounts. Such changes will be implemented by the Employer on the first pay period following the end of thirty (30) days' notification period and remitted as required by this paragraph as applicable to the specified effective date.

At the same time, the Employer shall provide the Union's Provincial Office with a list of all employees hired, and all employees who have left the employ of the Employer (who shall be designated as terminated and shall include discharges, resignations, retirements and deaths) in the previous month along with a list of all employees in the bargaining unit and their employee status and the amount of dues or equivalent monies currently being deducted for each employee.

The Employer agrees to sign into the Union all new employees whose jobs are covered by the Certificate of Bargaining Authority

in accordance with the provisions of Article 2.01.

The Employer shall include the amount of Union dues paid by each employee during the relevant year on the Income Tax T4 slips.

Twice every calendar year the Employer shall provide to both the Secretary-Treasurer of the Local and the Secretary-Business Manager of the Union, a list of all employees in the bargaining unit, their job titles, and addresses, their telephone numbers known to the Employer.

The Union indemnifies the Employer in regards to the provision of this information.

ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES

5.01 A new employee shall be advised of the name and location of the Union Shop Steward(s). The Employer will provide an opportunity for the new probationary employee and the Union Shop Steward to meet within regular working hours for a period not to exceed fifteen (15) minutes, without loss of pay, only once during the first 30 days of employment.

ARTICLE 6 - MANAGEMENT RIGHTS

6.01

The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer and without limiting the generality of the foregoing, it is the exclusive right and function of the Employer except as this Agreement otherwise specifies:

- (a) To determine and establish job content, the work to be done, the schedule and the standards and procedures for the performance of such work, the number of employees required and the duties to be performed by each from time to time;

- (b) To maintain order, discipline and efficiency and in connection therewith, to establish, enforce and alter from time to time rules and regulations to be observed by employees. The Employer reserves the right to amend or abolish such rules, regulations, policies and procedures or introduce new rules, etc. from time to time, copies of which are to be posted on the bulletin board. It is agreed that, prior to changes being made under this clause, the Employer shall notify the employees of such change and further agrees to consider any representation made by the employees with respect to such change;
- (c) To hire, transfer, layoff, recall, promote, demote, classify and assign duties; to discharge, suspend or otherwise discipline employees who have completed their probationary period, provided that a claim by any employee that they have unjustly been disciplined may be subject to the grievance procedure. Probationary employees may be discharged at the sole discretion of the Employer. The Employer may dismiss a probationary employee where the employee is found to be unsuitable for continued employment in the position to which they have been appointed.
- (d) To operate and manage its affairs and Retirement Residence in as efficient and economical manner as it sees fit and to plan, direct and control the work of the employees and the operations of the Retirement Residence. This includes the right to introduce new and improved methods, facilities, equipment, and to control the amount of supervision necessary, combining or splitting up of departments, work schedules, and the increase or reduction of personnel in any particular area or on the whole and the number of employees required for the Employers purpose and to reduce or increase normal hours of work per day or per week and to establish starting and quitting times;
- (e) To determine the nature and kind of functions and operations to be conducted by the Employer; the services to be rendered and the method by which such services will be rendered; the kinds and locations of facilities, equipment, merchandise,

goods, fixtures to be used, the type of resident services to be carried on; and the control of materials and goods.

ARTICLE 7 - EMPLOYER-UNION RELATIONS

7.01 Labour-Management Committee

- (a) A Labour-Management Committee shall be continued consisting of two Union Committee Members and two representatives of the Employer. On the advance written request of any of its member(s), with a proposed agenda of matters for discussion, the Labour- Management Committee shall meet at least once every two (2) months during the term of this Agreement (or more frequently if mutually agreed), to discuss issues relating to the workplace that affect the Parties or any employee bound by this Agreement. The purpose of the Labour-Management Committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work-related skills and to promote workplace productivity.
- (b) Employees shall not suffer any loss of pay for time on this committee and the meeting shall be on employer time or paid at straight time wages if scheduled on a day off. The parties commit themselves to these procedures in recognition of their joint responsibility and mutual desire to provide the best possible service to the residents entrusted to them. The parties declare that in all instances and circumstances they commit themselves to the best of their ability to the happiness, security, physical and emotional well-being of the residents.

7.02 Employee Attendance at Staff Meetings

- (a) Where an employee is directed by the Employer to attend a staff meeting or a committee meeting during their regular working hours, the employee shall be compensated at their regular hourly rate for the time spent in such attendance.
- (b) Employees who report to work to attend mandatory staff meetings will be paid for the length of the meeting, not less than two (2) hours straight-time wages, which will not be

included for the purpose of overtime.

7.03 Union Committee

The Union shall appoint and maintain a committee of up to two (2) persons (Union determined alternates) who are regular employees of the Employer, and the Secretary-Business Manager, or their representative, which shall be known as the Union Committee. The Union at all times shall keep the Employer informed of the membership of the Committee.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Definition

"Grievance" means any difference or dispute arising between the Parties concerning the interpretation, application, operation or alleged violation of this Agreement, including a question as to whether a matter is arbitrable.

8.02 Grievance Procedure

The following grievance procedure shall apply:

Step 1:

Within seven (7) calendar days of the alleged violation, the employee, together with a Union Steward, (at the employee's option), shall attempt to resolve the grievance through discussion with their supervisor.

A grievance shall not be submitted, or advanced to Step 2 of the grievance procedure until the matter has been discussed by the employee and the General Manager, or their designate, in accordance with Step 1 of the grievance procedure unless the dispute includes the discharge or suspension of an employee.

Step 2:

If the matter is not resolved at Step 1, a Union Steward shall present the grievance in writing to the Residence's senior management, clearly setting forth full particulars of the alleged

violation, including the Article(s) involved and the remedy sought. The written grievance must be presented within seven (7) days of the Employer's final written step one response. Within seven (7) calendar days following receipt of the written grievance, the Residence's senior management shall provide the employee and the Union with a written reply.

Step 3:

The Shop Steward, Secretary-Business Manager or their designate and representatives appointed by the Employer, shall meet within twenty-one (21) days or at another mutually agreed to time to discuss the grievance if not resolved at Step 2. At this step of the grievance procedure, each party shall provide to the other a statement of facts and copies of all relevant documents. The findings or decisions of the Employer shall be presented to the Union in writing within seven (7) calendar days of the meeting. If the grievance is not settled at this step, either party may refer the grievance to arbitration under Article 10 within thirty (30) days. The Employer agrees that their representatives at the Step Three (3) meeting have the authority to resolve grievances.

8.03 Time Limits to Submit to Arbitration

Failing satisfactory settlement at Step 3, and pursuant to Article 9, the Secretary-Business Manager or their designate, may inform the Employer of their intention to submit the dispute to arbitration within:

- (a) Twenty-one (21) calendar days after the Employer's decision has been received; or
- (b) Twenty-one (21) calendar days after the Employer's decision was due, whichever occurs first.

8.04 Dismissal or Suspension Grievance

Regular employees dismissed or suspended for alleged cause shall have the right within seven (7) calendar days after the date of dismissal or suspension to initiate a grievance at Step Three of the grievance procedure.

8.05 Deviation from Grievance Procedure

The Employer agrees that, after the Union has initiated a grievance, the Employer's representative will not enter into discussion with respect to the grievance, whether directly or indirectly, with the aggrieved employee without the consent of the Union.

In the event that after having initiated a grievance an employee endeavors to pursue the same grievance through any other channel, the Union agrees that, pursuant to this Article, the grievance shall be abandoned.

8.06 Amending Time Limits

The time limits fixed in the grievance/arbitration procedure may be altered by mutual agreement of the Parties in writing.

8.07 Policy Grievance

Grievances of a general nature may be initiated in step two (2) of this grievance procedure.

8.08 Failure to Observe Time Limits

Grievances which are not processed from one step to another within the time limits set out in this article shall be considered abandoned.

However, neither party will be deemed to have prejudiced its position on any future grievance.

8.09 Management Grievance

The Employer may initiate a grievance at Step 2 of the grievance procedure by the General Manager or their designate presenting the grievance to the President of the Union or their representative.

Failing satisfactory settlement at Step 2 and pursuant to Article 10, the Employer may inform the President or their designate of their intention to submit the dispute to arbitration within:

- (a) Twenty-one (21) calendar days after the Union's response has been received; or
- (b) Twenty-one (21) calendar days after the Union's decision was due.

8.10 Industry Trouble-Shooter

As part of the grievance, the parties may agree to the following;

Where a difference arises 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 question as to whether a matter is arbitrable.

- Christopher Sullivan
- Corrin Bell
- Elaine Doyle
- Ken Saunders
- Marguerite Jackson
- Vincent Ready

or a substitute agreed to by the parties, shall at the request of either party:

- 1) Investigate the difference,
- 2) Define the issue in the difference, and
- 3) Make written recommendations to resolve the difference

Within twenty-one (21) days of the date of receipt of the request and, for those twenty-one (21) days from that date, time does not run in respect of the grievance procedure.

In the event the parties are unable to agree on an Industry trouble-shooter within a period of thirty (30) days from the date of this Collective Agreement is awarded, either party may apply to the Minister of Labour for the Province of British Columbia to appoint such person.

This article is intended to be non-prejudicial and the parties agree not to rely upon any matter arising out of an application of this article in other interpretations of the agreement or at any subsequent hearing or proceeding under the agreement or under the *Labour Relations Code* of B.C. without the mutual consent of both parties.

Each shall pay its own expenses and costs and one-half (½) of the compensation and expenses of the Industry Troubleshooter.

8.11 Technical Objections to Grievances

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

ARTICLE 9 - EXPEDITED ARBITRATION

9.01 Roster

It is understood that the expedited arbitrators named below shall be appointed on a rotating basis, commencing with the first expedited arbitrator named:

- Christopher Sullivan
- Corrin Bell
- Elaine Doyle
- Ken Saunders
- Marguerite Jackson
- Vincent Ready

The parties may, by mutual agreement, agree to an arbitrator outside of the rotation.

9.02 Expedited Arbitrations

9.02.01 Issues for Expedited Arbitration

A representative of the Employer and the Union shall meet each month, or as often as is required, to review outstanding grievances to determine, by mutual agreement, those grievances suitable for expedited arbitration.

9.02.02 Expedited Schedule

Those grievances agreed to be suitable for expedited arbitration shall be scheduled to be heard on the next available expedited arbitration date. Expedited arbitration dates shall be agreed to by the parties and shall be scheduled monthly or as otherwise mutually agreed to by the parties.

9.02.03 Location of Hearing

The location of the hearing is to be agreed to by the parties but will be at a location central to the geographic area in which the dispute arose.

9.02.04 Agreed to Statement of Facts

The parties will endeavour to reach an agreed to statement of facts prior to the hearing.

9.02.05 Procedure

All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentation.

9.02.06 Issuance of Report

The decision of the arbitrator is to be completed on the agreed to form and mailed to the parties within three (3) working days of the hearing.

9.02.07 Status of Report

All decisions of the arbitrators are to be limited in

application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.

All settlements of proposed expedited arbitration cases made prior to hearing shall be without prejudice.

9.02.08 Authority of Arbitrator

The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 10.

It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.

Any suspension for alleged cause that is not dealt with under this Section shall be referred immediately to Article 10 for resolution.

ARTICLE 10 - ARBITRATION

10.01 Appointment of a Single Arbitrator

Should the parties fail to settle any grievance, or dispute whatsoever, arising between the Employer and the Union, or the employees concerned, such difference, grievance or dispute, including any question as to whether any matter is arbitrable, but excluding renegotiation of the Agreement shall, at the instance of either party, be referred to the arbitration, determination and award of an Arbitration Board of one (1) member. Such Board shall be deemed to be a Board of Arbitration within the meaning of the *Labour Code* of British Columbia.

List of Arbitrators:

- Christopher Sullivan
- Corrin Bell
- Elaine Doyle
- Ken Saunders

- Marguerite Jackson
- Vincent Ready

The parties, by mutual agreement, may amend the list of arbitrators at any time.

It is understood that the arbitrators shall be appointed on a rotating basis commencing with the first arbitrator named above.

The parties may, by mutual agreement, agree to an arbitrator outside of the rotation.

10.02 Binding Decision

The arbitrator shall hear and determine the grievance, and shall issue a decision which is final and binding on the Parties and any person affected by it.

10.03 Jurisdiction of the Arbitrator

The arbitrator shall not have jurisdiction to add to, delete from, change, modify or make any decision contrary to any provisions of this Agreement.

10.04 Cost of Arbitrator

The Union and the Employer shall bear equally the fees and expenses of the Arbitrator. Each of the Parties shall pay its own other expenses including costs and pay for witnesses.

10.05 Amending Time Limits

The time limits fixed in the arbitration procedure may be altered by mutual consent of the parties in writing.

ARTICLE 11 - DISCIPLINE AND DISMISSAL

11.01 Discipline

- (a) In all cases of discipline and dismissal, except in the case of a probationary employee, the burden of proof of just cause shall

rest with the Employer.

- (b) The Employer shall not dismiss or discipline an employee who has completed their probationary period except for just and reasonable cause.
- (c) During the probationary period, an employee may be terminated if they are found to be unsuitable for continued employment on the basis of bona fide work related reasons.

11.02 Notice of Discipline, Dismissal or Suspension

- (a) Notice of dismissal or suspension or rejection of probation shall be in writing and shall set forth the reasons for dismissal/suspension/rejection in specific terms related to the respective employment position, and a copy shall be sent to the Secretary-Business Manager of the Union or their designate, within three (3) business days of the action being taken;
- (b) The employee shall be given a copy of any disciplinary document that will be placed in their Personnel File.

11.03 Personnel File

An employee shall have the right to request that disciplinary action be removed from the Personnel File after eighteen (18) months has expired, provided that there has been no subsequent disciplinary action.

A letter of expectation is non-disciplinary and may not be replied upon as discipline. Upon written request, the Employer will remove a letter of expectation from an employees' personnel files, after eighteen (18) months have expired from the date such document was placed in the employee's personnel file provided there have been no other documents of a similar nature placed in the employee's file during such period. Leaves of absence in excess of sixty (60) days will not be considered applicable towards the eighteen (18) month period.

An employee or the Secretary-Business Manager or designate, with the employee's written authority, shall be entitled to view and

be provided with a copy of the employee's Personnel File provided that the Employer is given adequate notice. Access to the Personnel File shall be provided within seven (7) calendar days of the request. Once determined all disciplinary action in regards to resident abuse will remain on file permanently.

11.04 Right to Have Shop Steward Present

An employee, who is subject to verbal warnings, or disciplinary action which is to be recorded within the employee's Personnel File, shall have the right to the presence of a Union Shop Steward, if the employee so chooses. The employee shall be notified in advance of the purpose of such meeting.

Where the management intends to interview an employee for the purpose of an investigation process initiated by the Employer, management must notify the employee at least twenty-four (24) hours in advance of the purpose of the interview in order that the employee has the right to contact their Shop Steward, providing that this does not result in an undue delay of the appropriate action being taken.

It shall be the responsibility of the employee to contact the steward. A Union Shop Steward, who is subject to verbal warnings or disciplinary action, which is to be recorded in the employee's Personnel File, shall have the right to the presence of a Union Representative or another Union Shop Steward. This provision shall not apply to those discussions that are of an operational nature and do not involve imposition of disciplinary action.

ARTICLE 12 - SENIORITY

12.01 Seniority Defined

Seniority will be recognized and will accrue based on full-time and part-time employee's length of continuous service from their most recent date of hire, inclusive of all approved leaves and scheduled hours on a straight-time hour's basis.

For any *Employment Standards Act* job-protected leaves, the Employer shall administer the above provisions in accordance with Part 6 of the *Employment Standards Act*, as applicable.

Seniority for casual employees will be recognized and will accrue based on accumulated straight time hours worked since their most recent date of hire.

In the event that a Casual employee is converted to full-time or part-time status, their seniority date of hire, shall be established based on the equation of 1,950 hours for one (1) full year of service.

12.02 Leaving the Bargaining Unit

An employee who accepts a temporary assignment with the Employer outside the bargaining unit shall not continue to accumulate seniority. When the temporary assignment ends, the employee shall be credited with bargaining unit seniority accrued prior to the assignment.

12.03 Probationary Employees

Seniority shall not accrue during an employee's probationary period. Upon successful completion of the probationary period, the employee's seniority shall be accrued from their most recent date of hire.

12.04 Loss of Seniority

An employee's seniority rights shall cease to exist and the employee shall be terminated if an employee:

- (a) Resigns from the employ of the Employer;
- (b) Is discharged for just and reasonable cause;
- (c) Is on layoff for more than twelve (12) consecutive months;
- (d) After a layoff, fails to report to work within seven (7) calendar days after being recalled by telephone or registered letter addressed to the address last provided by the employee to the Employer; Employees required to give notice with another

- employer shall have fourteen (14) calendar days.
- (e) Is absent without leave for three (3) or more consecutive days without having notified the Employer, in which case the employee shall be deemed to have quit without notice, unless a reason satisfactory to the Employer is given;
 - (f) Fails to return to work upon the expiration of an authorized leave of absence or vacation or suspension unless a reason satisfactory to the Employer is given; or
 - (g) Retires.
 - (h) If an employee is absent for greater than 28 consecutive months for non-culpable reasons and there is no medical prospects that the employee will be able to return with the Employer in any capacity:
 - i. No earlier than one month before the expiration of the 28 consecutive month period, the Employer will send a registered letter and provide at least 30 days for the employee to respond.
 - ii. This clause be applied in accordance with the *Human Rights Code* and *Employment Standards Act*, as applicable.

12.05 Seniority List

The Employer shall provide the Union with the combined full-time/part-time and casual seniority list quarterly no later than January 5th, no later than April 5th, no later than July 5th and no later than October 5th, or prior to the commencement of the layoff procedures under Article 14. The list shall be in seniority order and include hours worked and classifications.

ARTICLE 13 - VACANCY POSTING

13.01 Job Posting

- (a) Where the Employer intends to fill a vacancy in an existing or new classification, the Employer shall post the vacancy to be filled for a period of seven (7) calendar days and the posting shall include the classification, wage rate, qualifications and a brief outline of the position, the department concerned, the

shift to be worked and normal number of shifts per pay period and the closing date for applications. The Employer may advertise externally at the same time. A change in the starting or quitting times, shift schedules, or scheduled days off shall not constitute a vacancy.

- (b) All applications for posted vacancies shall be submitted in writing to the Employer by the closing date.
- (c) In the event that more than one (1) qualified employee applies for the posted vacancy, the Employer will consider experience, ability and qualifications and where these factors are considered relatively equal, the applicant with the greatest seniority shall fill the vacancy. Where the employee who is junior is selected, their ability to perform the vacant job shall be significantly and demonstrably higher than the candidates who have greater seniority.

Employees will be considered relatively equal if their initial selection scores are within fifteen percent (15%) of each other.

13.02 Temporary Appointments

Until the vacancy is filled through the job posting provisions, in Clause 13.01 above, the Employer may make temporary appointments of employees who possess threshold qualifications from within the bargaining unit based on seniority.

13.03 Qualifying Period

The successful applicant shall serve a qualifying period of three (3) months. Conditional on satisfactory performance, the successful applicant shall become permanent after successful completion of the qualifying period. During the qualifying period, if the successful applicant is unsatisfactory in the position as determined by the Employer, or if they find themselves unable to perform the duties of the new position or wishes to return to their former position, they shall be returned to their former position at their former wage rate and without loss of seniority within thirty (30) calendar days from the employees notification to the

Employer. All employees who changed job positions in consequence, will return to their previous position, at their former rate of pay and without loss of seniority.

ARTICLE 14 - LAYOFF AND RECALL

14.01

(a) A layoff shall be defined as a reduction in the workforce or a reduction in the regular hours of work that is permanent or a long-term nature.

It is understood that permanent or long-term nature means a layoff which will be longer than three (3) weeks, or as mutually agreed by the parties.

(b) In the event of a layoff, employees shall be laid off by job classification in reverse order of seniority.

(c) The recall period shall be one (1) year.

(d) Regular employees, who are subject to layoff, may exercise their seniority by bumping a less senior employee, provided the employee seeking to bump has the required qualifications, skill and ability. The Employer shall provide the Union with a list of junior employees eligible to be bumped. Laid off employees must notify the Employer that they intend to bump within five (5) working days once all options from the Employer have been received. Failure to do so shall result in the loss of the laid off employee's bumping rights.

(e) Employees on layoff shall be recalled by Department in order of seniority, subject to their willingness, qualifications and ability to do the work available. It shall be sufficient for the Employer to send notice of recall to the employee by registered mail in the employee's last known address. An employee who is recalled to work after a layoff must return to work within seven (7) calendar days if unemployed and within fourteen (14) calendar days if employed elsewhere.

- (f) Except in cases of emergency, the Employer shall give each employee who has acquired seniority and who is to be permanently laid-off, written notice of lay-off or pay in lieu of notice, in accordance with the following schedule:
- One (1) weeks' notice after three (3) months continuous employment
 - Two (2) weeks' notice after twelve (12) months continuous employment
 - Three (3) weeks' notice after three (3) years continuous employment, plus one additional weeks wages for each additional year of employment, to a maximum of eight (8) weeks' notice.

ARTICLE 15 - HOURS OF WORK

15.01 Hours of Work

- (a) A day shall commence at 00:01 hours and end twenty-four (24) hours later. A week shall commence at 00:01 hours Sunday and end at 24:00 hours on the Saturday following. For clarification purposes the first shift of the day shall be the shift where the majority of the hours are completed after midnight (12:00 a.m.).
- (b) It is understood and agreed that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not be a guarantee as to hours of work per day or per week or otherwise. Employment letters shall be provided to newly hired employees outlining their status and regular hours of work.
- (c) The regular work shift for all employees shall consist of:
- 1) Seven-and-one-half (7½) hours of work exclusive of a one-half (½) hour unpaid meal break; or
 - 2) Eight (8) hours of work inclusive of a one-half (½) hour paid meal break; or
 - 3) Such other period as may be scheduled;
 - 4) Such other period as allowed by Variances; as applicable.

- (d) Where the Employer designates an employee to be in charge and they cannot leave the building during their meal break, the employee's regular hours of work will be inclusive of a one-half (½) hour paid meal break.
- (e) The employee is to sign in upon arriving for work and at the end of work to record their respective shift hours. The employee will only be paid for the hours properly recorded on the sign in sheet.

Each employee must properly record their own individual sign in/sign out information; no other employee can record time worked for any other employee.

15.02 Scheduling

- (a) The Employer shall post work schedules for a minimum of two (2) weeks at least two (2) weeks prior to the effective date of the schedule. Employees will not be scheduled to work more than six (6) consecutive days, or more than twenty (20) days in a four (4) week period.
- (b) The Employer may amend the start and stop times of scheduled hours of work.
- (c) Employees shall be in their respective assigned work locations, ready to commence work at their designated start times, and they shall not leave their working location at times; or in a manner inconsistent with this agreement.
- (d) There shall be no split shifts unless in the case of emergency or by mutual agreement of the employee and Employer.

15.03 Changes in Scheduling

- (a) In situations, other than emergencies, the scheduled employees are entitled to five (5) calendar days' notice of changes in their respective work schedules. In emergency situations beyond the Employer's control, as in the case of the failure of an employee to report for an assigned shift, the Employer may give less than forty-eight (48) hours' notice.

- (b) Employees who are unable to report for their scheduled shift due to personal illness or emergency, shall provide the Employer with notice at the earliest possible time to allow the Employer to cover the absence.
- (c) Where the Employer changes an employee's schedule without five (5) calendar days' notice, the employee is entitled to overtime rates.
- (d) Employees may exchange shifts with the prior written authorization of the Employer using the requisite shift exchange form, provided that a minimum of forty-eight (48) hours of notice is given. There shall be no increased cost to the Employer as a result of a shift exchange. This provision is not intended to be used for extensive and/or ongoing shift exchanges between employees.
- (e) Where an employee reports for work as scheduled and no work is available such employee will be entitled to a minimum of four (4) hours pay at the employee's regular rate of pay provided that, if requested by the Employer, the employee shall perform a minimum of four (4) hours of such available work as the Employer may assign.
- (f) Where the Employer changes an employee's schedule, the employee(s) where there is disagreement, must make every effort to settle the dispute with the Employer. If the employee(s) cannot reach agreement to a change to the existing work schedules, the employee(s) and Union Steward shall provide the Employer with earliest possible advance notice in writing;

The Employer shall have fourteen (14) days from the date notice is given to reach agreement with the employee(s) on work schedules;

If the parties are unable to reach agreement within fourteen (14) days either party may refer the matter to an arbitrator.

15.04 Meal and Rest Periods

- (a) All employees working a full seven-and-one-half (7½) hour shift shall receive a fifteen (15) minute paid rest period in each half of the shift.
- (b) All employees working less than a full seven-and-one-half (7½) hour shift but a minimum of a four (4) hour shift, will receive one (1) fifteen (15) minute paid rest period.
- (c) All employees working a full five (5) hour shift or more will receive a thirty (30) minute unpaid meal break scheduled as closely as practical to the middle of the workday.
- (d) An employee is entitled to take their unpaid meal break away from the premises. Employees shall advise their supervisor/designate when they intend to leave the premises and when they return to commence work.
- (e) Unpaid meal breaks and paid rest periods shall be scheduled in a manner, which is consistent with the efficiency of operations.

Meal breaks shall not be considered time worked.

15.05 Modified Hours

The Parties acknowledge that modified hours of work are in place in accordance with Article 18.01(h) and these shall continue until amended.

15.06 Daylight Savings Time

During the changeover from Daylight Savings Time to Pacific Standard Time, or vice-versa, an employee shall be paid for the actual hours worked during that shift.

15.07 Call In

- (a) Where an employee is called in to work prior to the commencement of their normally scheduled shift, hours

worked prior to the scheduled shift shall be paid at their basic rate of pay or the overtime rate of pay, as applicable.

- (b) Employees who are called back to work outside of their normally scheduled working hours shall be paid their basic rate of pay or the overtime rate of pay, as applicable, for all hours worked or for four (4) hours, whichever is greater.

ARTICLE 16 - EDUCATION

16.01 Education

- (a) Where a course, program or license is required as a condition of employment to perform the duties of an employee's position, the employee shall be responsible for all costs of acquiring and maintaining such membership and/or certification(s).
- (b) Where the Employer directs an employee to participate in a course or program, the employee shall be compensated at their regular rate of pay for time spent in attendance at the course or program, and for the tuition fee, provided the employee provides proof of successful completion of the program or course. Time spent on the course shall not be considered overtime.

ARTICLE 17 - STATUTORY HOLIDAYS

17.01 Statutory Holidays

The following shall be designated as Statutory Holidays:

New Year's Day

Family Day

Good Friday

Victoria Day

Canada Day (July 1)

BC Day

Labour Day

National Day for Truth and
Reconciliation

Thanksgiving Day

Remembrance Day

Christmas Day

Boxing Day

17.02 Payment of Statutory Holidays

- (a) Holiday pay for full-time employees will be computed on the basis of the number of hours the employee would have worked had there been no holiday, at their regular rate of pay.
- (b) Employees who are required to work on a statutory holiday shall be paid at the rate of time-and-one-half (1½ x) the regular rate of pay, plus any additional Statutory Holiday entitlements.
- (c) Part-time employees shall receive point-four percent (0.4%) pay in lieu of Statutory Holiday entitlements for each statutory holiday listed or provided for in Article 17.01.

17.03 Holiday Falling on a Day of Rest

If one of the above named holidays occurs on a full-time employee's regular day off, or during their vacation period, the employee shall receive an additional day off with pay in lieu thereof, unless otherwise arranged between the employee and the Employer. Lieu days arising from designated paid holidays shall be scheduled with the mutual agreement of the Employer subject to operational requirements.

17.04 Absences on a Paid Holiday

Any employee scheduled to work on a holiday, and who does not report for work, shall forfeit their holiday pay, unless the absence is due to illness verified by a medical Doctor's certificate, or due to bereavement, in which case the employee will receive holiday pay as stipulated in Clause 16.02 above.

For clarification purposes of when a paid holiday begins and ends, the first shift of the day shall be the shift where the majority of hours are completed before 8:00 a.m.

17.05 No Pyramiding

There shall, be no pyramiding of premium pay, overtime pay, sick leave pay, paid holiday pay or benefits or other payments under any of these provisions of this agreement.

ARTICLE 18 - OVERTIME

18.01 Overtime

- (a) All overtime must be authorized in writing, in advance by the Employer or their designate, except in cases of emergency.
- (b) Authorized work performed in excess of.
 - 1) Seven-and-one-half (7½) hours in a day; or
 - 2) Eight (8) hours in a day inclusive of a one-half (½) hour paid meal period; or
 - 3) Seventy-five (75) hours in a pay period, or eighty (80) hours in a pay period inclusive of one-half (½) hour paid meal period per eight (8) hour shift; or
 - 4) Thirty-seven-and-one-half (37½) hours in a week.

Shall be paid at the rate of one-and-one-half times (1½ x) the employee's basic rate of pay.

Employees who are working hours of work subject to Variances shall be paid overtime for hours worked in excess of the hours specified in the Variance.

- (c) Authorized work performed in excess of eleven (11) hours in a day shall be paid at the rate of two times (2x) the employee's basic rate of pay.
- (d) Employees working more than six (6) consecutive days or more than twenty (20) days in a four (4) week period shall be paid overtime rates for such time worked in excess.
- (e) Where an employee works more than two hours of overtime, they shall receive a paid rest period of fifteen (15) minutes.
- (f) There shall be no pyramiding.
- (g) Opportunities for overtime work shall be offered to employees within the classification on the basis of seniority.

- (h) All scheduled lines requiring an employee to work eight paid hours in place on August 24, 2018, shall be grandfathered and shall continue.
- (i) Employees who are required to remain in the building during their meal period will be paid one-half (½) hours straight-time. Such time will not constitute an extension to their normal shift.

Employees may refuse to work overtime except in cases of emergency.

ARTICLE 19 - VACATION

19.01 Vacation Entitlement

Vacations with pay shall be granted to full-time regular and part-time employees based on their length of years of service as of December 31st of the preceding year as follows;

For full-time regular and part-time employees;

Year of Service	Vacation	Vacation Pay
Less than four (4) years	Two (2) weeks	4%
Greater than four (4) years but less than ten (10) years	Three (3) weeks	6%
Ten (10) years or more <u>Effective date of ratification (June 2, 2023):</u> <u>New vacation entitled level will be greater than ten (10) years but less than fifteen (15) years</u>	Four (4) weeks	8%
<u>Effective first pay period following ratification (June 2, 2023):</u> <u>After fifteen (15) years</u>	<u>Five (5) weeks</u>	<u>10%</u>

Part-time regular employee vacation shall be prorated based on hours worked.

Regular employees become eligible for paid vacation leave once they have completed six (6) months.

Vacation request lists shall be posted as follows:

- (a) October 1, for the period January 1st through June 30th, and
- (b) April 1, for the period July 1 through December 31st.

Subject to operational requirements, seniority will be the factor in determining vacation requests received prior to October 1 and April 1 of each year if no other agreement can be reached among the employees. Requests received after October 1 and April 1 will be approved on a first come first served basis, subject to operational requirements as determined the General Manager. Where an employee chooses to split their annual vacation, their second choice of vacation shall be made only after all other employees concerned have made their initial selection. The vacation schedule shall be posted by December 1st and June 1st.

19.02 Vacation Carryover

An employee with greater than two (2) weeks' vacation may elect to carry over no more than five (5) vacation days in the following year. The vacation carried over must be taken in the following year.

Annual vacations for employees with ten (10) workdays' vacation or more shall be granted in one (1) continuous period but may, upon request from the employee, be divided into not more than four (4) periods subject to the approval of the Employer. Employees wishing to split their vacations shall exercise seniority rights in the choice of the first vacation period. Seniority shall prevail in the choice of the second vacation period, but only after all other "first" vacation periods have been posted. Seniority shall also prevail in the choice of the third vacation period, but only after all other "first" and "second" vacation periods have been posted. Seniority shall also prevail in the choice of the fourth vacation period, but only after all other "first," "second" and "third" vacation periods have been posted.

Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency. If such occurs, an employee shall be paid overtime rates and have the vacation period so displaced rescheduled with pay at a mutually agreeable time prior to the end of the applicable vacation year and subject to the vacation carry over provisions of this article.

ARTICLE 20 - SICK LEAVE AND WORKERS COMPENSATION BENEFITS

20.01 Full-time and part-time employees shall accrue sick leave credits at a rate of 3.75 hours for every one-hundred-sixty-two-and-one-half (162.5) hours worked.

The accumulated sick leave bank for all employees shall have a maximum accrual of twelve days (12 days).

20.02 Regular and casual employees shall continue to accrue seniority while receiving Workers Compensation Benefits from this Employer, and casuals shall accrue seniority based on the average number of hours worked by the two (2) employees immediately above them and the two (2) employees immediately below on the casual list.

Employment Standards Act Job-Protected Leaves:

For any *Employment Standards Act* job-protected leaves, the Employer shall administer the above provisions in accordance with Part 6 and Part 7 of the *Employment Standards Act*, as applicable.

20.03

In order to be entitled to pay for sick leave, employees must report their absence to their immediate supervisor or designate.

Failure to meet this requirement will result in the absence being treated as leave without pay.

The Employer may request reasonable proof of illness.

Employees who are unable to report for their scheduled shift due to personal illness including sick leave shall provide the Employer with notice at the earliest possible time so the Employer can cover the absence.

20.04

1. A full-time employee may claim sick pay from the Employer in accordance with the *Employment Standards Act*. Such employee may do so before having accumulated sick pay under the Collective Agreement in the quantum prescribed under the *Employment Standards Act*.
2. A part-time employee may claim sick pay from the Employer in accordance with the *Employment Standards Act*. Such employee may do so before having accumulated sick pay under the Collective Agreement in the quantum prescribed under the *Employment Standards Act*.
3. Casual employees shall be eligible for sick leave in accordance with the *Employment Standards Act* and Regulation.
4. For *Employment Standards Act* and Regulation administration purposes, after 90 consecutive days of employment with an Employer, an employee, for personal illness or injury, is entitled, in each calendar year, to:
 - a) Paid leave for up to the number of days prescribed under the *Employment Standards Act*, and
 - b) Unpaid leave for up to the number of days prescribed under the *Employment Standards Act*.
5. The prescribed level of paid sick leave days within the *Employment Standards Act* and Regulation does not carry over from year to year.
6. Employees may also reference the *Employment Standards Act* and Regulation for additional information in regard to statutory sick leave provisions.

ARTICLE 21 - LEAVES OF ABSENCE

21.01 General Leave

- (a) A regular employee who has completed four-hundred-and-eighty hours (480) of employment may request a leave of absence without pay, subject to the Employer's approval. An employee who wishes to apply for such leave shall, except in cases of emergency, state their request in writing at least two (2) weeks prior to the commencement of the requested leave. The request shall include the commencement date and the reason for the request. Subject to the Employer's operational requirements, the leave shall not be unreasonably withheld.
- (b) Subject to (c) and (d) below, when such leave is authorized, health and welfare benefits shall be maintained at current cost share.
- (c) Any regular employee granted unpaid leave of absence totaling up to twenty (20) working days in any year shall continue to accumulate seniority and all benefits and shall return to their former job and rate of pay.
- (d) If an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds twenty (20) working days in any year, excluding *Employment Standards Act* job-protected leaves, the employee shall not accumulate benefits from the twenty-first (21st) day of the unpaid leave to the last day of the unpaid leave but shall accumulate seniority and receive credit for previously earned benefits upon expiration of the unpaid leave.

21.02 Jury and Witness Duty

When an employee is subpoenaed for jury duty, or as a court witness, they shall not suffer any loss of salary or wages while so serving to a maximum of ten (10) days. The amount paid by the Employer shall be the difference between the employee's normal salary and the indemnity paid by the court, or any other party, and upon receipt of the appropriate documentation.

The Employer reserves the right to adjust the scheduling of employees' hours to minimize the amount of time the employee is

away from the workplace in mutual agreement with the employee.

21.03 Bereavement

- (a) When a death occurs in an employee's immediate family (which shall include spouse, parent, daughter, son, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, miscarriages/still-born child, or any person permanently residing in the employee's household), regular employees will be eligible for leave and will receive regular pay for up to three (3) regularly scheduled working days. Employees will notify their Manager or General Manager prior to their scheduled shift and submit a leave form upon return to work. Bereavement leave of absence with pay shall not apply when an employee is on an unpaid leave of absence. In the event the funeral is out of town or out of the country, additional time off without pay shall be granted provided that such leave will not unduly affect the proper operations or be detrimental to the proficient operations of the Employer.
- (b) In the event of a delayed interment, an employee may save one of the days identified above without loss of pay to attend the interment.

ARTICLE 22 - MATERNITY, PARENTAL, ADOPTION AND OTHER EMPLOYMENT STANDARDS LEAVES

22.01

A. Maternity Leave

Pregnancy shall not constitute cause for dismissal.

- a) A pregnant employee who requests maternity leave shall be entitled to:
- i. Seventeen (17) consecutive weeks of unpaid leave, unless the employee requests a shorter period, plus
 - ii. Up to an additional six (6) additional consecutive weeks of unpaid leave, if for reasons related to the birth or termination of the pregnancy, the employee is unable to return to work at the end of her maternity leave, plus

- iii. Parental leave pursuant to Article 22.01(B)(a) and (b), beginning immediately after the end of the maternity leave period(s), or at some other time mutually agreed between the General Manager and the employee. The General Manager shall not unreasonably deny such request.
- b) If an employee is unable or incapable of performing her duties prior to the commencement of maternity leave of absence without pay, the employee may be required to take unpaid leave of absence.
- c) Medical complications of pregnancy, including complications during an unpaid leave of absence for maternity reasons preceding the period stated by the *Employment Standards Act*, shall be covered by sick leave credits pursuant to Article 20, providing the employee is not in receipt of maternity benefits under the *Employment Standards Act* or any wage loss replacement plan.

B. Parental Leave / Adoption Leave

- a) An employee requesting parental leave under this section shall be entitled to one of the following:
 - i. In the case of a birth mother, as set-out in Article 22.01(A)(a)(iii) up to sixty-one (61) consecutive weeks unpaid leave, or
 - ii. For a parent, other than an adopting parent who does not take leave under Article 22.01(B)(i) above, up to sixty-two (62) consecutive weeks unpaid leave that must begin within the seventy-eight (78) week period immediately following the birth, or
 - iii. In the case of an adopting parent, up to sixty-two (62) consecutive weeks unpaid leave that must begin within the seventy-eight (78) week period immediately following the date the child is placed with the parent.
- b) If the child has a medical condition requiring an additional period of parental leave, the employee is entitled to an additional five consecutive (5) weeks unpaid leave.

beginning immediately after the leave taken under 22.01(B)(a).

The combined maternity leave and parental leave entitlement that any employee may be entitled to under the above sections shall be seventy-eight (78) weeks, plus any additional leave granted under sections 22.01(A)(a)(ii) and (B)(b).

Employees shall give at least four (4) weeks written notice to the General Manager prior to commencement of maternity leave and/or parental leave under section 22.01(A) and/or 22.01(B), respectively.

Employees shall give at least two (2) weeks' notice of their intention to return to work prior to the termination of any maternity leave and/or parental leave of absence.

The Employer may require the employee to provide a doctor's certificate, medical practitioner's certificate, or other evidence of the employee's entitlement to leave, including the employee's general condition during pregnancy, and the actual date of birth or the actual date of termination of a pregnancy; or in the case of parental leave a doctor's certificate or other evidence providing the employee's entitlement to the leave.

22.02 Parental and Adoption Leave

As per the *Employment Standards Act*, 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.

22.03 Compassionate Care Leave

Employees may reference the *Employment Standards Act* or *Service Canada* for information in regard to *Compassionate Care Leave*.

Employees shall be eligible for *Compassionate Care Leave* in accordance with the *Employment Standards Act*.

22.04 Critical Illness or Injury Leave

Employees may reference the *Employment Standards Act* or *Service Canada* for information in regards to *Critical Illness or Injury Leave*.

Employees shall be eligible for *Critical Illness or Injury Leave* in accordance with the *Employment Standards Act*.

22.05 Leave Respecting the Disappearance of a Child

Employees shall be eligible for *Leave Respecting the Disappearance of a Child* in accordance with the *Employment Standards Act*.

Employees are entitled to an unpaid leave of up to 52 weeks in the event that their child under 19 years of age has gone missing and it is probable the child's disappearance is the result of a crime.

If the child is found alive during the leave, the leave will end 14 days thereafter. If the child is found deceased, the leave will end immediately.

22.06 Leave Respecting the Death of a Child

Employees shall be eligible for *Leave Respecting the Death of a Child* in accordance with the *Employment Standards Act*.

An employee whose child under 19 years of age dies is entitled to up to 104 weeks of unpaid leave of absence from work, starting as of the date of death or after a child who has disappeared is found deceased.

22.07 Leave Respecting Domestic or Sexual Violence

Employees shall be eligible for Leave Respecting Domestic or Sexual Violence in accordance with the *Employment Standards Act*.

ARTICLE 23 - OCCUPATIONAL HEALTH AND SAFETY

23.01 The parties agree that a Joint Occupational Health and Safety Committee will be continued. The Committee shall govern itself in accordance with the provisions of the Industrial Health and Safety Regulations made pursuant to the *Workers' Compensation Act*. The Committee shall be as between the Employer and the Union, with equal representation, and with each party appointing its own representatives.

23.02

- (a) Employees who are members of the Committee shall be granted leave without loss of pay or receive straight time regular wages while attending meetings of the joint committee. Employees who are members of the Committee shall be granted leave without loss of pay or receive straight-time regular wages to participate in workplace inspections and accident investigations at the request of the Committee pursuant to the *Workers' Compensation Act* Industrial Health and Safety Regulations.
- (b) Two (2) representatives from the committee, one (1) from management and one (1) from the Union, shall make monthly inspections of the workplace and shall report to the full committee the results of the inspections.

23.03 No employee shall be disciplined for refusal to work when excused by the provisions of the *Workers' Compensation Act* and regulations.

23.04 Where the Occupational Health and Safety Committee determines that it is necessary to obtain information on its role and responsibility, it shall use the resources of the Workers'

Compensation Board and/or the Occupational Health & Safety Agency. The committee will increase the awareness of all staff on such topics as: workplace safety, safe lifting techniques, dealing with aggressive patients/residents, WHMIS and the role and function of the Occupational Health and Safety Committee. The committee will foster knowledge and compliance with the Industrial Health and Safety Regulations by all staff.

23.05 The Employer will provide orientation and/or in-service, which is necessary for the safe performance of work, including universal precautions, the safe use of equipment, safe techniques for lifting and supporting patients/residents and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment.

23.06 Aggressive Behavior

When the Employer is aware that a resident has a history of aggressive behaviour, the Employer will make such information available to the employee.

23.07 Inoculations and Immunizations

The Employer shall provide optional annual flu shots for employees at no cost.

23.08 Infectious and Communicable Diseases

The Employer shall continue a worksite protocol for infectious and communicable diseases.

23.09 Violence Management

The Employer will continue a violence Management program. This will be done within the Occupational Health and Safety committee.

23.10 Working alone or in Isolation

The Employer will ensure there is a check in program in place for those who work alone under which conditions may present a risk of disabling injury as outlined in the Workers' Compensation Act Regulations. This will be done with those employees who work alone and the Occupational Health and Safety Committee.

23.11 Respectful Workplace

The parties are committed to promoting a work environment in which all those who enter the facility will conduct themselves in a civil, respectful and cooperative manner.

The Employer will continue to publish a clear policy for promoting and maintaining a working environment in which all persons are treated with respect and dignity. The policies will be accessible to staff and the users of the healthcare system regarding expectations and the consequences of inappropriate behaviour, aggression and violence.

23.12 Transportation

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an on-the-job accident shall be at the expense of the Employer. Return transportation to the employee's home shall not be provided by the Employer where someone can reasonably provide such transportation.

23.13 Critical Incident Stress Diffusing

In the event of a critical incident within the workplace the Employer will make every effort to provide appropriate stress diffusing services available.

23.14 Return to Work

Pursuant to this clause, Chartwell shall maintain a Return-to-Work program.

Employees are entitled to a shop steward during the Return-to-

Work process as long as it doesn't unreasonably delay the process.

The Employer will inform the Union within seven (7) days after an employee's request for accommodation which falls outside the terms of the Collective Agreement and during which meeting no union steward or union representative is present.

23.15 Investigation of Accidents

The Occupational Health and Safety Committee shall be notified of each accident or injury and may investigate and report to the Union and the Employer on the nature and cause of the accident or injury.

ARTICLE 24 - WORKLOAD

24.01 Working Short

Where the absence of one or more employees may create a significant increase in the workload for other employees, the Employer will make every effort to resolve the matter by:

The supervisor shall discuss duty priorities with the affected employee(s) and shall provide written direction on priority duties to be performed;

- a) Re-assign work;
- b) Utilizing casual employees in accordance with the Collective Agreement;
- c) Extending hours or approving overtime;

If a supervisor is unavailable the employee will prioritize their duties and communicate in writing with the Employer what their priorities are.

Under no circumstances will the prioritizing of duties or the reassignment of work result in a significant increase in workload for other employees.

An employee who believes their workload is unsafe or excessive shall discuss the problem with their immediate supervisor.

If the problem is not resolved in this discussion the employee may seek a remedy by means of the grievance procedure.

24.02 Outbreak or Quarantine

When there is a facility outbreak or quarantine due to illness which may create an increase in the workload for employees, the employer will make every effort to resolve the matter by:

- a) Re-assign work;
- b) Utilizing casual employees in accordance with the Collective Agreement;
- c) Extending hours or approving overtime;

24.03 Workload Concerns

In the event that an individual employee or a group of employees have a workload concern the matter will be addressed as follows:

Using established lines of communication, the employee(s) may seek immediate assistance from an individual(s) identified by the Employer who has responsibility for timely resolutions of workload issues using current resources (casuals and overtime if approved per Article 24 Workload).

As soon as possible after the workload issue occurs, the employee(s) will complete and submit the Workload Report (Addendum A) and submit to the immediate supervisor in order to discuss the concern and develop strategies to meet job routine needs.

Failing resolution the workload concern(s) may be submitted via the Workload Report (Addendum A) to the Labour/Management Committee and addressed at the next scheduled Labour/Management meeting.

The Labour/Management committee may choose to make recommendations, in writing to the General Manager of the facility who will provide a written response.

ARTICLE 25 - ADJUSTMENT PLAN

If the Employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees to whom this Collective Agreement applies, the procedure to be followed shall be in accordance with the *Labour Relations Code*, Section 54. The Employer and the Union shall meet within thirty (30) days of the date of any notice pursuant to Section 54.

ARTICLE 26 - PREPAID HEALTH BENEFITS

26.01 Benefits

For the duration of the agreement, the employer shall continue to make available to eligible employees the benefits currently in effect or their equivalent in the event the Employer changes insurance carriers. The current benefit levels and premium payment arrangements for eligible employees will continue for the duration of the agreement.

Employees scheduled thirty or more hours a week on a regular basis shall be eligible for those benefits as outlined in the Employer's benefit program.

Any disputes regarding benefits eligibility or coverage shall be between the employee and insurer. Disputes regarding benefits eligibility or coverage shall not be the subject of a grievance arbitration procedure. The Employer's sole responsibility with respect to benefits is to make premium payments.

An employee should refer to the benefit employee Benefit Summary for specific details and conditions that may apply to the benefits currently in effect.

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For full and part time regular employees, the Employer agrees to contribute eighty percent (80%) of the premium costs of the B.C. Medical Services Plan.

For all eligible employees, the Employer agrees to contribute one-hundred percent (100%) of the premium costs of the life insurance and accidental death and dismemberment plan. This amendment shall be effective following ratification, June 2, 2023.

For all eligible employees, the Employer agrees to contribute eighty percent (80%) of the premium costs of the extended health plan.

For all eligible employees, the Employer agrees to contribute eighty percent (80%) of the premium costs of the dental plan.

Vision: \$375 every 24 months, inclusive of eye exam, effective on ratification (June 2, 2023).

ARTICLE 27 - PAYMENT OF WAGES

27.01 Rates of Pay

- (a) Employees shall be paid by direct deposit every second Friday.
- (b) The statements given to employees shall include the designation of statutory holidays paid, the listing of all adjustments including overtime and hourly rate, the cumulative amount of sick time earned the designation of sick leave and vacation paid, and an itemization of all deductions.
- (c) Employees shall be paid in accordance with Appendix 3.

27.02 Payment of Wages Upon Termination, Layoff or Resignation

- (a) When an employee resigns, the Employer shall pay all wages and vacation pay owing to the employee within six (6) days of the date of the day of their resignation.

- (b) When an employee is laid off or their services are terminated, the Employer shall pay all wages and vacation pay owing to the employee within forty-eight (48), exclusive of Saturdays, Sundays or holidays.

27.03 Substitution

- (a) In the event an employee relieves in a higher rated job in the bargaining unit and performs the full range of duties of such job, the employee shall receive the rate of pay of that position after not less than one (1) workday, retroactive to the start of the relief period.
- (b) Where an employee is required to transfer temporarily at the Employer's request to a lower rated job, such employee shall incur no reduction in wages because of such transfer.
- (c) In no circumstances shall there be pyramiding of wages and/or benefits.

27.04 Meal Allowances

When an employee is pre-authorized to attend a function off premises and the function runs through the employee's meal period, the employee will be reimbursed for reasonable and substantiated cost of the meal.

27.05 Mileage

- (a) An employee who uses their own motor vehicle to conduct business on behalf of and at the request of the Employer shall receive an allowance of fifty-four cents (\$0.54) per kilometer and shall increase accordingly to any corporate policy increase. Minimum allowance shall be five dollars (\$5).
- (b) Where an employee uses their own motor vehicle to conduct business at the request of the Employer, and to the extent that Insurance Corporation of British Columbia insurance premiums are necessarily increased to recognize such usage, the Employer shall reimburse the employee that portion of the premium representing the insurance necessary to move the employee's coverage from "to and from work" to "business use".

ARTICLE 28 - JOB CLASSIFICATIONS AND WAGE RATES

- (a) The Employer shall provide the Union with job descriptions for the classifications in the bargaining unit set out in Appendix 3, upon request.
- (b) When the Employer establishes a new bargaining unit position, it shall provide the Union with the job description and the wage rate established by the Employer. Should the Union disagree with the wage rate, the matter shall be referred to arbitration.

ARTICLE 29 - GENERAL CONDITIONS

29.01 Indemnity

Except where there has been negligence on the part of an employee, the Employer will:

- (a) Exempt and save harmless employees from any liability action arising from the proper performance of their duties for the Employer, and
- (b) Assume all costs, legal fees and other reasonable expenses arising from any such action, provided the Employer has conduct of the action.

29.02 Personal Property Damage

Upon submission of reasonable proof, where an employee's personal possessions are damaged by resident or guest of the Employer, the Employer shall pay, up to a maximum of one-hundred dollars (\$100), for the repair or replacement costs, provided such personal possessions are of a type suitable for use while on duty.

29.03 Lockup For Personal Effects

- (a) The Employer agrees to provide lockers for all regular employees. All employees are responsible for the security of their personal effects.
- (b) The Employer will not enter an assigned locker without the presence of the employee and/or the Union Steward.

29.04 Contracting Out

The Employer agrees that they will not contract out Bargaining Unit work that will result in the lay-off of employees within the Bargaining Unit.

29.05 Printing Of The Collective Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and their obligations under it. For the term of this Collective Agreement, the Union shall print sufficient copies of the Agreement and the costs shall be shared equally between the parties.

In this Agreement including the printed form thereof, titles shall be descriptive only and shall form no part of the interpretation of the Agreement by the parties or an Arbitration Board.

ARTICLE 30 - DURATION OF AGREEMENT

30.01 Duration

This Agreement shall be for the period from January 1, 2021 up to and including December 31, 2024.

30.02 Notice to Bargain

- (a) This Agreement may be opened to collective bargaining by either Party giving written notice to the other Party on or after September 30, 2024 but in any event, no later than midnight December 31, 2024.
- (b) Where no notice is given by either Party prior to December 31, 2024 both Parties shall be deemed to have given notice under this section on December 31, 2024.

30.03 Agreement to Continue in Force

- (a) Both Parties shall adhere fully to the terms of this Agreement during the period of collective bargaining and until a new agreement is signed.
- (b) During the term of this Collective Agreement, the Union agrees that there shall be no strike, and the Employer agrees that

there shall be no lockout. Strike shall include any strike, picketing, sit-down, stand-in. study session, slowdown, or other curtailment or restriction of productivity, or interference with work in or about the Employer's Residences, or any other act as defined in the *Labour Relations Code*.

30.04 Section 50 (2) and (3) Excluded

The operation of Section 50 (2) and (3) of the *Labour Relations Code* of British Columbia is hereby excluded.

30.05 Change in Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement in writing at any time during the life of this Agreement.

ARTICLE 31 - EVALUATIONS

Evaluation Reports

Where a formal evaluation of an employee's performance is carried out, the employee shall be provided with a copy to read and review. Provision shall be made on the evaluation form for an employee to sign it. The form shall provide for the employee's signature in two (2) places, one indicating that the employee has read and accepts the evaluation, and the other indicating that the employee disagrees with the evaluation. The employee shall sign in one of the places provided within seven (7) calendar days. No employee may initiate a grievance regarding the contents of an evaluation report unless the signature indicates disagreement with the evaluation. The employee shall receive a copy of the evaluation report at the time of signing. An evaluation report 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 procedure.

ARTICLE 32 - UNIFORMS

Effective ratification (June 2, 2023):

- The Employer agrees to pay a laundering allowance of seven cents (\$0.07) per hour, such amount not to form part of the regular hourly rate for purposes of overtime and paid holiday premiums.

ARTICLE 33 - RRSP

Effective the first full pay period following January 1, 2024, the Employer will introduce a voluntary RRSP Plan; new Article 33 is added as below:

Following completion of the probationary period, each regular employee shall have the opportunity to contribute up to a maximum amount of two percent (2%) of regular earnings worked to the Plan.

The Employer shall match the contributions made by each participating employee up to a maximum of one percent (1%) of regular earnings.

Employees who request to participate shall make contributions to the Plan through payroll deduction.

An employee that would like to enroll must contact the office manager for the requisite paperwork to enroll.

Payroll deductions will commence (within reasonable payroll processing timelines) once the employee has submitted a completed and accurate original enrollment and payroll deduction instructions.

APPENDIX 1 - CASUAL EMPLOYEES

(a) The following Articles of the Collective Agreement as listed are not applicable to casual employees:

- Article 12 Seniority – 12.03
- Article 14 Layoff and Recall
- Article 15 Hours of Work – 15.02(a), 15.03(a), 15.03(c), 15.03(f)
- Article 17 Statutory Holidays – 17.02(z), 17.02(c), 17.03, 17.04
- Article 18 Overtime – 18.01(h)
- Article 19 Vacation
- Article 20 Sick Leave and Workers Compensation Benefits – 20.01
- Article 21 Leaves of Absence – other than as applicable under the *Employment Standards Act* Job Protected Leaves
- Article 22 Maternity, Parental, Adoption and Other *Employment Standards Act* Leaves
- Article 26 Benefits – other than when a casual employee without benefits is the successful applicant for a benefits eligible temporary position
- Article 29 General Conditions – 29.03(a)

(b) Casual employees may achieve part-time and/or full-time regular status only by successfully bidding into a permanent vacancy through the posting procedure.

(c) The Employer will meet with the probationary employee at least once during their probationary period to discuss and provide feedback about the employee's progress. The Employer will endeavour to hold such meeting near the midpoint of the probationary period. This will not preclude the Employer from meeting earlier with the probationary employee when determined necessary by the Employer.

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- (d) Seniority for casual employees will be recognized and will accrue based on accumulated hours worked since their most recent date of hire.
- (e) In the event that a casual employee is converted to full-time or part-time status, their seniority date of hire shall be established based on the equation of 1,950 hours for one (1) full year of service.
- (f) The Employer shall provide a casual seniority list no later than January 5, April 5, July 5, and October 5 of each year.
- (g) Eligible casual employees who work on a designated holiday will receive one-and-one-half times (1½ x) their regular rate of pay for hours worked.
- (h) Casual employees shall receive on all hours worked pay in lieu of Statutory Holidays of point-four percent (0.4%) for each Statutory Holiday listed or provided for in Article 17.
- (i) **Vacation entitlement:**

Year of Service	Vacation	Vacation Pay
Less than <u>7,800</u> hours worked	Two (2) weeks	4%
After 7,800 hours worked	Three (3) weeks	6%
After 19,499 hours worked	Four (4) weeks	8%
<u>Effective first pay period following ratification (June 2, 2023):</u> <u>29,250 hours worked</u>	<u>Five (5) weeks</u>	<u>10%</u>

- (j) **Sick Leave**
 1. Casual employees shall be eligible for sick leave in accordance with the *Employment Standards Act and Regulation.*

2. For *Employment Standards Act and Regulation* administration purposes, after 90 consecutive days of employment with an Employer, an employee, for personal illness or injury, is entitled, in each calendar year to:
 - i. Paid leave for up to the number of days prescribed under the *Employment Standards Act*, and
 - ii. Unpaid leave for up to the number of days prescribed under the *Employment Standards Act*.
3. The prescribed level of paid sick leave days within the *Employment Standards Act and Regulation* does not carry over from year to year.
4. Employees may also reference the *Employment Standards Act and Regulation* for additional information in regard to statutory sick leave provisions.

(k) Casual Probationary Period

1. Casual employees shall serve a probationary period of four-hundred-and-eighty (480) hours worked. During the probationary period, casual employees may be discharged at the sole discretion of the Employer.
2. A casual employee who has not completed probation under this clause and who is reclassified as a regular employee shall serve a probationary period pursuant to its definition in the Collective Agreement.

APPENDIX 2 - CASUAL WORK CALL-IN

Casual employees shall be employed only to relieve in positions occupied by regular full-time and regular part-time employees, or for other intermittent, non-recurring work, provided that a casual employee shall not be used for a period in excess of sixty (60) calendar days in any one position.

Where it appears that the regular employee whose position is being filled by a casual employee will not return to their position within sixty (60) days that position shall be posted and filled in accordance with Article 13.

Casual Work Call-In

(a) The manner in which casual employees shall be called in for casual work shall be as follows:

- i) Employees will be called for work on the basis of seniority from most senior to least senior.

Probationary employees will be called for work on the basis of hours worked from most senior to least senior.

- ii) **Parties Agreed**

One (1) call shall be of eight (8) rings duration, or as many rings as the device permits. All calls shall be recorded in the log books showing the signature of the person making the phone call, the employee called, the position they are being called to fill, the time the call was made, whether the employee accepts, declines, or fails to answer the telephone. In the event of a dispute the Union shall have access to the log books.

- iii) In the event a message can be left on the employee's device, the Employer is obligated to leave a message to return the phone call within five (5) minutes. If the employee does not return the call within those five (5) minutes, the Employer may proceed as if they were unable to make contact with the employee.

Where an employee does not have voicemail on their device, the Employer will still accept a return phone call from such employee within those five (5) minutes prior to proceeding to the next employee.

- iv) If the Employer receives notification of a vacancy within two (2) hours of the required shift start time, the aforementioned five (5) minute requirement is waived.
- (b) Casual or part-time employees shall be entitled to register for work in any job classification in any department for which they have the qualifications to perform.
- (c) Casual employees registered for casual work shall notify the Employer two (2) consecutive pay periods in advance of the dates and times they will be available to work in the upcoming two (2) pay periods.

The Employer shall be obliged to call a casual or part-time employees only for those days on which the employee is available.

Casual employees who are registered for casual work shall notify the Employer of the times of unavailability due to sickness or vacation, during which time Section (a) 2 & 3 above do not apply.

- (d) Casual employees who have not completed their probationary period and are successful in competition for a regular position shall be subject to the remainder of their probationary period as outlined in the Collective Agreement.
- (e) Casual employees who are called in by the Employer and report for work shall be paid a minimum of four (4) hours at the applicable rate of pay.
- (f) A casual employee who refuses work opportunities where they have indicated availability on five (5) occasions in a sixty (60) day period or where they have not provided availability for a

period of ninety (90) days may have their employment terminated.

- (g) The Employer agrees to include part-time employees at the top on the Casual work call-in list, subject to the terms and conditions listed in Appendix 2 and at the current rate of their increment step for that classification. Part-time employees shall complete an availability form in order to be considered for casual work (Note: form to be attached). Part-time employees may also register for casual work provided there are no overtime costs.
- (h) Where a block of three (3) or more shifts become available, it shall be offered to part-time staff in accordance with their seniority. In the event the available block can be scheduled seven (7) days in advance, then the senior part-time employee shall be offered the block, notwithstanding the posted schedule. Where a block is available outside the posted schedule, the Employer will offer the block of shifts based on seniority, and will create the new schedule to reflect the change.

The most senior employee who accepts the block as described in the paragraph above, shall have their schedule changed. No further schedule changes shall be made and any shifts left vacant by the assignment of the senior part-time employee shall be filled through the regular call-in procedures.

- (i) Where less than three (3) shifts are available for assignment, they shall be offered to those staff on the call-in list in order of seniority and ability to perform work.
- (j) A casual or part-time employee who accepts shifts offered by the Employer shall be deemed to have the same obligation to work the shift(s) as a regular employee.
- (k) Employees who are laid off in accordance with Article 13 of the Collective Agreement will have the option of having their name

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included on the Casual call-in list for their department. Such laid off employees shall notify the General Manager in writing of their desire to be placed on the call-in list.

APPENDIX 3 - WAGE RATES

Carrington House & Hampton House Wage Grid

Classifications	Steps	Wage Rate as of Dec 31, 2020
Customer Service Representative (Reception)	Start	\$15.18
	480 hours	\$15.79
	1,950 hours (one year)	\$16.71
Multi-skilled Server (Server)	Start	\$14.87
	480 hours	\$15.79
	1,950 hours (one year)	\$16.71
Multi-skilled Support Provider (Cook's Helper, Overnight Attendant, Housekeeping, Laundry)	Start	\$15.61
	480 hours	\$16.29
	1,950 hours (one year)	\$16.71
Assisted Living Worker	Start	\$20.06
	480 hours	\$20.21
Cook	Start	\$18.60
	480 hours	\$19.24
	1,950 hours (one year)	\$20.43

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Hampton House only:

Classifications	Steps	Jan 1, 2021*	Jan 1, 2022*	July 15, 2022	Jan 1, 2023*	DOR (June 2, 2023) 3 full pay periods **	Jan 1, 2024*
		2%	1.75%		2.5%	2%	2%
				0.25% special adjustment			
Cook	Start	\$18.97	\$19.30	\$19.35	\$19.84	\$20.23	\$20.64
	480 hours	\$19.62	\$19.97	\$20.02	\$20.52	\$20.93	\$21.35
	1,950 hours (one year)	\$20.84	\$21.20	\$21.26	\$21.79	\$22.22	\$22.67
Revised classification:				1.75% special adjustment with 2.5% spread			
Server, Reception, Multi-Skilled Support Provider (Cook's Helper, Overnight Attendant, Housekeeping, Laundry)	Start	\$16.20	\$16.49	\$16.77	\$17.19	\$17.54	\$17.89
	480 hours	\$16.62	\$16.91	\$17.20	\$17.63	\$17.99	\$18.35
	1,950 hours (one year)	\$17.04	\$17.34	\$17.65	\$18.09	\$18.45	\$18.82

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* note: Effective dates are the first day of the first pay period following January 1 and July 1 respectively, as applicable.

** "DOR" refers to Date of Ratification; proposed effective dates is first day of first full pay period 3 full pay periods after ratification.

SHIFT PREMIUMS:

Night Shift Premium:

\$0.75

Effective date of ratification (June 2, 2023):

- Employee working where the majority of hours are on the night shift shall be paid a differential of eighty-five cents (\$0.85) per hour for the entire shift work.
- Effective first day of first pay period following October 1, 2023, the premium will increase to ninety-five cents (\$0.95).

Weekend Premium:

Effective date of ratification (June 2, 2023):

- Employees shall be paid a differential of fifteen cents (\$0.15) per hour for the entire shift work.
- Effective first day of first pay period following October 1, 2023, the premium increases to twenty-five cents (\$0.25).

Weekend Shift shall be defined as any shift in which the majority of hours occur between 0001 hours Saturday and 2400 hours Sunday.

Evening Premium:

Effective date of ratification (June 2, 2023):

- Introduce an evening premium of ten cents (\$0.10) per hour.

***CSH Hampton House Inc. and CSH Carrington House Inc. /
Hospital Employees' Union – Jan 1, 2021 to Dec 31, 2024***

Employees who are working a shift where the majority of the shift hours on the evening shift fall between 3 p.m. and 11 p.m. shall be paid the evening premium for all hours worked.

Carrington House wages remain at the pre-waged level wage rates. Bargaining increases only applicable to Hampton House employees.

Retroactivity (applicable at Hampton House only):

Employees will receive their full retroactive pay in the third full pay period after date of ratification (June 2, 2023).

**APPENDIX 4 - CASUAL AND PART-TIME AVAILABILITY
FORM**

Part-time and Casual Register for shift availability

Employee Name: _____

Date: _____

1. Classification prepared to work: _____

Days of week available: _____

2. Classification prepared to work: _____

Days of week available: _____

3. Classification prepared to work: _____

Days of week available: _____

Employee Signature: _____

Approved by Employer: _____

Renewed date: _____

ADDENDUM A - WORKLOAD REPORT (PER ARTICLE 24)

Name: _____

Phone Number: _____

Facility/Site: _____

Date: _____

Describe the workload problem:

Describe how the workload problem might be resolved:

I brought this concern to the attention of my Yes No
supervisor:

Signature: _____

Date: _____

Received by SUPERVISOR/MANAGER

(Signature): _____

Date: _____

How to complete the form:

- 1. Ask for your supervisor's signature to acknowledge the receipt.**
- 2. Make three (3) copies (or write out three copies).**
- 3. Give one to your supervisor;**
- 4. Give one to a member of the Joint Labour Management Committee;**
- 5. Keep one for your records.**

LETTER OF UNDERSTANDING #1

BETWEEN

**CSH HAMPTON HOUSE INC. AND
CSCH CARRINGTON HOUSE INC.
(CARRINGTON HOUSE AND HAMPTON HOUSE)**

AND

HOSPITAL EMPLOYEES' UNION

Re: Seniority List and Job Postings

The Employer and the Union agree that the Carrington House and Hampton House will have separate seniority lists for each residence and there will be no transferring of seniority across both residences.

The Employer and the Union agree that the Carrington House and Hampton House will have separate job postings and there will be no postings across the residences.

LETTER OF UNDERSTANDING #2

BETWEEN

**CSH HAMPTON HOUSE INC. AND
CSCH CARRINGTON HOUSE INC.
(CARRINGTON HOUSE AND HAMPTON HOUSE)**

AND

HOSPITAL EMPLOYEES' UNION

Re: Single Site Order (“SSO”) Wage Levelling

Whereas, the Employer and Union are party to a Collective Agreement with an expiry date of December 31, 2020;

Whereas, the Parties have entered into collective bargaining regarding the aforementioned expired Collective Agreement; and

Whereas, the Parties have engaged in discussions of proposals brought forward during collective bargaining; and

Whereas, the Parties have jointly identified that SSO wage levelling implemented by the British Columbia Government during the term of the Collective Agreement has affected the Employer, the Union, and the Parties' negotiations, the Parties hereby mutually agree as follows:

1. The Parties acknowledge they have not engaged in wage rate discussions, during collective bargaining, for classifications that, under the SSO wage levelling, are receiving a higher wage rate than payable in accordance with the Wage Schedule of the expired Collective Agreement.
2. The Parties further agree that should SSO wage levelling be terminated by the British Columbia Government prior to the

Collective Agreement expiry date, the Parties will re-open the Collective Agreement. Further to such occurrence, thereafter, the Parties shall negotiate wage rates for classifications that were adjusted subject to SSO wage levelling.

3. The Parties agree that such wage re-opener negotiations will commence within ninety (90) calendar days of any British Columbia Government announcement that terminates SSO wage levelling.
4. No other article of the Collective Agreement will be subject to the wage re-opener discussions, unless mutually agreed to by the Parties.
5. Should the Parties not reach agreement within ninety (90) calendar days after beginning wage re-opener discussions, the matters in dispute shall be referred to Interest Arbitration. In such event, either party shall notify each other of such intent in writing.

LETTER OF UNDERSTANDING #3

BETWEEN

**CSH HAMPTON HOUSE INC. AND
CSCH CARRINGTON HOUSE INC.
(CARRINGTON HOUSE AND HAMPTON HOUSE)**

AND

HOSPITAL EMPLOYEES' UNION

Re: ESA Sick Leave

Whereas, during the 2022 round of collective bargaining, the Parties discussed January 1, 2022 changes to legislation regarding paid sick leave; and

Whereas, it was the Parties' mutual intent to negotiate Collective Agreement amendments regarding the administration of paid sick leave,

The Parties hereby agree as follows:

1. Amendments in the 2022 round of collective bargaining ensured that such terms would be in accordance with the Collective Agreement and *Employment Standards Act* and Regulation, as applicable.
2. The Employer shall administer sick leave for eligible employees in accordance with the Collective Agreement and *Employment Standards Act* and Regulation, as applicable.
3. The amendments of B.C. Employment Standards paid sick leave do not provide for additional paid sick days in excess of the prescribed statutory level of paid sick days if the Employer already has in place sick leave provisions that meet the minimum statutory requirements.

**SIGNED ON BEHALF OF
THE UNION:**

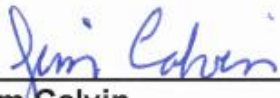
**SIGNED ON BEHALF OF
THE EMPLOYER:**



Bill Pegler
Coordinator of Private Sector
& Special Projects

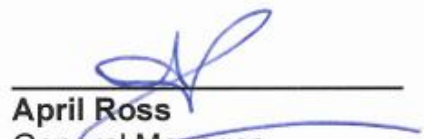


Scott Ridgeway
Director of Labour Relations
Chartwell Retirement
Residences




Jim Calvin
Negotiator

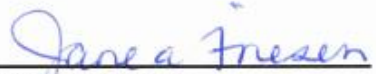
Bargaining Committee Members
Carrington House:



April Ross
General Manager,
Carrington House



Allison May



Janaea Friesen
General Manager,
Hampton House



Dylan Winters

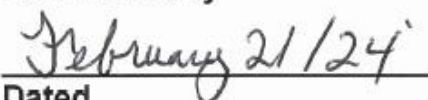
Hampton House:



Doreen Pohl



Kelli Trembley



Dated

February 26, 2024

Dated