

COLLECTIVE AGREEMENT

BETWEEN

**TAPESTRY WV LIMITED PARTNERSHIP
TAPESTRY AT WEBBROOK VILLAGE
(The “Company” or “Employer”)**

AND



**HOSPITAL EMPLOYEES' UNION
(The “Union”)**

January 1, 2023 – December 31, 2025

Note: underlined text is new language for 2023-2025

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ARTICLE 1 - PURPOSE OF AGREEMENT

1.01 The purpose of this Agreement is to set forth and establish the terms and conditions of employment for those who come within the scope of the Agreement and to provide a procedure for the timely disposition of grievances.

1.02 It is the mutual intent of the parties that all employees, managers and Union Representatives treat each other with dignity, respect, courtesy, and trust, and that these principles shall also apply in all dealings with residents, visitors, doctors, administrators, and non-bargaining unit employees.

The Employer and Union agree that they use their best efforts to provide the highest level of resident service and that they will work together to improve the lives of the people and communities they serve by respecting the inherent value and worth of each person; working together with people who support common values and visions to achieve shared goals; acting in ways that demonstrate compassion and promote respect for all persons and each other; cultivating the resources entrusted to promote healing and wholeness; and exceeding expectations through teamwork and innovation.

The Parties recognize that the business in which the Employer is engaged is highly competitive and that it is to their mutual advantage for the Employer to maintain an efficient, cost effective, continuous operation and improve itself in a highly competitive market. The parties also recognize that it is essential to ensure a high level of resident service and to maintain the flexibility necessary to meet resident needs without interruption or interference with work.

ARTICLE 2 - SCOPE AND RECOGNITION

2.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees at and from Tapestry at Wesbrook Village, 3338 Wesbrook Mall, Vancouver, BC, save and

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except the Sales Department, Managers (including the Executive and Sous Chefs), and those above Managers.

2.02 Persons not in the bargaining unit, including employees, may perform any work assigned to them whether performed by bargaining unit members or otherwise. It is not the intent of this provision that layoffs of bargaining unit members would occur as a result of such assignment, or that such work would be regularly assigned to non-bargaining unit persons, unless such work was not exclusive to the bargaining unit prior to the application of this Collective Agreement.

2.03 Nothing in this Agreement restricts the right of residents to engage individuals or third parties to perform services directly to the resident.

ARTICLE 3 - DEFINITIONS

3.01 A regular full-time employee is one who works full-time on a regular scheduled basis thirty (30) hours or more a week.

3.02 A regular part-time employee is one who works less than full-time on a regular scheduled basis.

3.03 A casual employee is one who is not regularly scheduled to work other than as described in Article 34.01 (a).

ARTICLE 4 - MANAGEMENT RIGHTS

Subject to the provisions of this Agreement, the Union acknowledges that the Employer has and retains the exclusive right and responsibility to manage its facilities as it sees fit, including but not limited to the following:

- (a) To hire employees and to direct the working forces, including the right to decide the number of employees needed by the Employer or required for any task, to organize and assign the work, to schedule shifts, to maintain order, discipline and

efficiency of all operations.

- (b) To discipline or discharge employees for proper cause.
- (c) The Union agrees that all employees shall be governed by all rules as adopted by the Employer and published to employees on bulletin or notice boards, or by general distribution, provided such rules are not in conflict with this Agreement.

ARTICLE 5 - DEDUCTION OF UNION DUES

5.01 The Employer agrees to the deduction of all Union Dues, Assessments, Initiation Fees, and written assignments of amounts equal to Union Dues for all employees. The Union shall provide the Employer with the appropriate dues deduction authorization forms for all employees on staff on the date of ratification.

5.02 The deduction of 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.

5.03 The Employer shall provide the Union's Provincial Office with a list of all bargaining unit employees hired, and all bargaining unit 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. This list will include their employee status and the amount of dues or equivalent monies currently being deducted from each employee. Such information shall be provided in an electronic format, such as Microsoft Excel, and will be provided securely in an agreed upon fashion.

5.04 Twice every calendar year the Employer shall provide to either the Secretary-Treasurer of the Local or the Senior Union Official of the Union, a list of all employees in the bargaining unit, their job titles, status, seniority, wage rates, benefit status, addresses and their telephone numbers known to the Employer. Such information shall be provided in an electronic format, such

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as Microsoft Excel, and will be provided securely in an agreed-upon fashion to memberupdates@heu.org.

5.05 The Union shall indemnify and save harmless the Company, including its agents, and employees, from any and all claims or actions brought by an employee arising out of or in any way related to the deductions made in accordance with this Article.

5.06 Employees who are not members shall have the equivalent of regular union dues deducted from their wages in accordance with the Dues Check-Off Provision 5.01 and 5.02 of this Collective Agreement.

5.07 Employees who are members of the Union at the date of the execution of this Collective Agreement shall maintain membership in the Union as a condition of employment.

5.08 All employees hired after the date of the execution of this Collective Agreement shall join the Union and maintain membership as a condition of employment.

ARTICLE 6 - UNION REPRESENTATION

6.01 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 to a maximum of three (3) plus one (1) alternate Shop Steward for the Bargaining Unit as a whole.
- (b) The Employer is to be kept advised of all Shop Steward appointments.
- (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) When the absence of more than one (1) Shop Steward or Union Committee member shall interfere with the Employer's operation, then no more than one (1) Shop Steward or Union

Committee member shall be given leave of absence to transact Union business at any one time.

- (e) When a Shop Steward or Union Committee member is the only employee on duty in a work area and where their absence would unduly interfere with the Employer's operation, then such Shop Steward or Union Committee member may be refused leave of absence to transact Union business.

6.02 No Shop Steward, Union Committee member, or employee shall leave their work without obtaining the permission of their immediate supervisor. The Employer shall be advised of the approximate duration of absence and notified upon return to duties. The Employer agrees that permission will not be unreasonably denied. At no time shall a Shop Steward or Union committee Member interrupt an employee while such employee is carrying out their duties.

6.03 Bargaining Committee

A negotiation committee of no more than three employees and two alternates may be selected by the Union.

6.04 Notice of Union Representative Visits

The Union shall inform the Employer with as much advance notice as possible when the Secretary-Business Manager, or their designated representative, intends to visit the Employer's place of business for the purpose of conducting Union business. Such visits shall not interrupt employees' work without obtaining permission of the Manager or designate.

6.05 Union Bulletin Board

The Employer will make a bulletin board available for the Union upon which the Union may post notices of meetings or other items of interest to their members.

6.06 Employee Orientation

New employees will be advised that a Collective Agreement is in place and be provided with the name of their shop stewards.

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Where the Employer does quarterly orientation sessions for new hires the chief steward or their designate will be provided up to 15 minutes during that orientation session to equate the new hires with the Union and the Collective Agreement.

If quarterly orientation sessions do not occur, the Employer and Chief Shop Steward or their designate will meet and discuss an alternative.

ARTICLE 7 - NO STRIKES OR LOCKOUTS

In view of the orderly procedure established by this Agreement for the processing of grievances, the Union agrees that during the life of this Agreement there will be no strikes, picketing, slow-down or stoppage, either complete or partial, and the Company agrees that there will be no lockout.

ARTICLE 8 - JOINT CONSULTATION COMMITTEE

8.01 On the request of either party, the parties must meet at least once every three months, for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by the Agreement.

8.02 The purpose of the consultation committee is to promote the cooperative resolution of workplace issues, to foster the development of work-related skills, to promote workplace productivity, and to identify opportunities to improve resident services.

8.03 Up to two (2) employees who are members of the joint consultation committee shall be granted leave without loss of pay or receive straight-time regular pay while attending meetings of the committee.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 The Employer and the Union recognize that grievances may arise concerning:

- (a) differences between the Parties respecting the interpretation, application, operation or any alleged violation of a provision of this Agreement, including a question as to whether or not a matter is subject to arbitration; or
- (b) the dismissal, discipline or suspension of an employee bound by the Agreement.

The purpose of this Article is to provide the sole method for the settlement of a grievance alleging the violation of a specific provision of this Agreement. The Employer and the Union recognize that the goal of this grievance procedure is to attempt to resolve a grievance at the earliest possible opportunity with the least amount of time and resources.

Such a grievance shall be presented and processed in accordance with the steps, time limits and conditions set forth herein. All of the time limits set forth may be extended by mutual written agreement.

Step (1)

The employee, with or without a Shop Steward or Union Committee member (at the employee's option), shall first discuss the grievance with their immediate supervisor or department head within seven (7) calendar days of the occurrence of the grievance. In this first step, both parties shall make every effort to settle the dispute. If the grievance is not settled at this step, then:

Step (2)

The grievance shall be reduced to writing within a further seven (7) calendar days by:

- (a) recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;

- (b) stating the article of the Agreement infringed upon or alleged to have been violated and the remedy or correction required;
- (c) the grievance shall be signed by the employee and a Shop Steward or Union Committee member;
- (d) the General Manager shall acknowledge receipt of the written grievance by signing and dating the grievance form at the time the grievance is presented; and
- (e) within seven (7) calendar days of receipt of the written grievance, the General Manager shall give their written reply. If the grievance is not settled at this step, then;

Step (3)

The Union Committee and the Employer, or its delegate, shall meet within twenty-one (21) calendar days or other mutually agreed to time to discuss the grievance. At this step of the grievance procedure, each party shall exchange 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 within a further twenty-one (21) calendar days.

9.02 Union Representation

No Shop Steward, Union Committee member, or employee shall leave their work without obtaining the permission of their immediate supervisor. The Employer shall be advised of the approximate duration of absence and notified upon return to duties. The Employer agrees that permission will not be unreasonably denied. Employee, Shop Steward or Union Committee member discussions shall take place where residents are not affected.

9.03 Grievance Investigations

Where an employee has asked to be represented by the Union in relation to the presentation of a grievance and a Shop Steward or Union Committee member wishes to discuss the grievance with that employee, the employee and the Shop Steward or Union

Committee member shall, where operational requirements permit, be given reasonable time off without loss of pay for this purpose when the discussion takes place at the worksite.

Shop Stewards or Union Committee members shall be permitted to represent an employee's interest without loss of pay when such meetings are scheduled during the Shop Steward's or Union Committee member's hours of work.

9.04 Policy Grievance

Where either party to this agreement disputes the general application, interpretation, or alleged violation of an article to this agreement, the dispute shall be discussed initially with the Employer, their designate or the Union within fourteen (14) calendar days of the occurrence. Where no satisfactory resolution is reached, either party within a further twenty-eight (28) calendar days may submit the dispute to arbitration as set out in Article 10 of this agreement.

9.05 Dismissal/Suspension for Alleged Cause

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

9.06 The time limits contained in Article 9 are considered substantive and may only be extended or waived by written agreement of the parties. Any grievance, which is not commenced or processed through the required stages, is subject to a claim of abandonment and the parties agree that arbitrators should only relieve against a failure to follow time limits in an exceptional case.

9.07 Right to Have Steward Present

This provision shall not apply to those discussions that are of an operational nature and do not involve imposition of disciplinary action.

Where a member of management intends to interview an employee for disciplinary purposes, the member of management must notify the employee 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.

9.08 Right to Grieve Disciplinary Action

Employees shall have the right to grieve written censures or warnings, and adverse employee appraisals. Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record.

Any verbal or written warnings (except final written warnings) shall be removed from the employee file after the expiration of twenty-four (24) months from the date it was issued provided there has not been a further infraction.

ARTICLE 10 - ARBITRATION

10.01 Where a difference arises between the parties relating to the interpretation application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either party may, after exhausting the grievance procedure, notify the other in writing of their desire to submit the grievance to arbitration. The parties will make every effort to deliver the notice to the other party within twenty-one (21) days of the reply under Step 3.

10.02 In the event that the representatives of the Union and the Employer cannot agree on a sole arbitrator within thirty (30) calendar days after the request for arbitration, the matter shall be referred to an arbitrator from the list below:

- Chris Sullivan
- Corinn Bell
- Elaine Doyle
- Jim Dorsey
- Julie Nichols

10.03 Each party shall bear the expenses of its participants and witnesses and for the preparation and presentation of its own case. The fees and expenses of the chair and the hearing room and any other expenses incidental to the arbitration hearing shall be shared equally by the parties.

10.04 The arbitrator shall have no authority to alter, modify, add to, subtract from, or amend any part of the agreement.

10.05 The decision of the arbitrator shall be final and binding on both parties.

ARTICLE 11 - HOURS OF WORK

11.01 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 considered a guarantee as to the hours of work per day, number of days of work per week nor as a guarantee of work schedules.

The workweek shall provide for continuous operation Sunday through Saturday.

The hours of work per day for each regular full-time employee covered by this agreement shall be seven-and-one-half (7.5) hours per day, exclusive of meal breaks.

Where the Employer intends to introduce a work schedule that differs from the current work schedule, it will first consult with the employees at the local level and with the HEU Servicing Representative prior to implementing the new schedule.

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11.02 The Employer shall post the work schedule at least fourteen (14) calendar days in advance of its effective date.

11.03 There shall be a minimum of ten (10) hours off-duty between the completion of one work shift and the commencement of the next. When it is not possible to schedule ten (10) consecutive hours off-duty between work shifts, all hours by which such changeover falls short of ten (10) consecutive hours shall be paid at overtime rates in accordance with Article 12.

11.04 An unpaid meal period of one-half (½) hour will be scheduled as close as possible to the middle of each shift of five (5) paid hours or more and shall be taken away from the work area.

Employees required by the employer to work during their scheduled lunch break because of an emergency will have their lunch break rescheduled to an alternative time during that shift. Employees whose lunch break is not rescheduled will be paid for the meal break at straight-time rates.

11.05 Employees are entitled to the following rest and meal breaks:

Paid Hours	Meal Break	Rest Break
5 or less	None	1 paid 15 minute
More than 5 but less than 7.5	One-half hour unpaid	1 paid 15 minute
7.5 hours	One-half hour unpaid	2 paid 15 minute

11.06 When operational requirements permit, a regular employee may exchange shifts with another regular employee provided prior approval is received from the department manager, and the exchange does not result in an entitlement for premium pay. A form must be completed and signed by the exchanging parties seven (7) days prior to the date of the exchange, unless the

department manager approves an exchange in less than seven (7) days.

ARTICLE 12 - OVERTIME

12.01 When an employee is requested to work overtime on a scheduled workday or on a scheduled day off, the employee may decline to work such overtime except in cases of emergency. Only in cases of emergency may an employee be required to work overtime.

When an employee does not agree that an emergency exists, the employee shall work such overtime under protest and may file a grievance.

12.02 Overtime shall be at the rate of time-and-a-half for all hours worked beyond eight (8) hours in a day, and double-time for hours worked beyond eleven (11) in a day.

Calculation of daily overtime entitlement is separate from weekly overtime entitlement.

An employee who has not had thirty-two (32) consecutive hours free from work in a seven (7) day period shall be paid overtime in accordance with Section 36 of the *Employment Standards Act*.

12.03 Overtime shall be assigned in order of seniority within a classification. It is understood that the provisions of this section do not apply where an employee works approved overtime hours in order to complete their normal work assignment.

The Employer will not be required to call in an employee when the anticipated overtime can be completed in three (3) hours or less and there are employees already working within the classification who are willing to work the overtime. Such hours will be assigned by seniority where more than one (1) employee volunteers for the overtime offer.

ARTICLE 13 - STATUTORY HOLIDAYS

13.01 Employees will be entitled to twelve (12) statutory holidays and such other holidays as may be in future proclaimed or declared by the Provincial Government.

New Years' Day	<u>National Day for Truth and</u>
Family Day	<u>Reconciliation</u>
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
BC Day	Boxing Day
Labour Day	

13.02 In order to be entitled to statutory holiday pay an employee:

- (a) must have been employed for at least thirty (30) calendar days prior to the statutory holiday;
- (b) must have earned wages or performed work on at least fifteen (15) of the thirty (30) calendar days immediately preceding the statutory holiday;

13.03 Statutory holiday pay for those who qualify shall be computed in accordance with the *Employment Standards Act*.

13.04 Where an employee with thirty (30) or more days service is required to perform work on one of the above-mentioned statutory holidays, they shall be paid time-and-one-half (1½ x) their regular straight-time hourly rate for all hours worked up to eleven (11) hours and double times (2x) their regular straight-time hourly rate for all hours worked in excess of eleven (11). In addition, the employee shall receive their statutory holiday pay if they qualify for such pay.

ARTICLE 14 - ANNUAL VACATION

14.01 Regular employees shall be entitled to the following vacation and vacation pay:

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- (a) those with one (1) or more years of completed service shall have earned three (3) weeks' vacation at 6% vacation pay, based on prior years earnings;
- (b) those with four (4) or more years of completed service shall have earned four (4) weeks' vacation at 8% vacation pay, based on prior years earnings; and
- (c) those with ten (10) or more years of completed service shall have earned five (5) weeks' vacation at 10% vacation pay, based on prior years earnings.

14.02 Casual employees shall receive 6% vacation pay on each cheque.

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

Vacations requests must be submitted prior to November 15th to be scheduled for the entire following calendar year. Vacation time may be divided into blocks of one to two weeks in duration.

Scheduling of vacation shall be in accordance with seniority within a classification. Where an employee chooses to split their vacation, they 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 selected. Remaining vacation periods will be scheduled in a fair and equitable manner amongst employees within a classification. The approved vacation schedule will be posted at the worksite on or before December 15th each year.

Employees will be limited to booking a maximum of two (2) consecutive weeks of vacation during prime vacation period (June 15 – September 15; and December 15 – January 5), unless further consecutive weeks would not interfere with the vacation preferences of less senior employees. The Employer will make every effort to accommodate requests for vacation of more than

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two (2) consecutive weeks outside of prime vacation periods.

Employees failing to exercise their right to request vacation within the vacation selection time posted by the Employer will forfeit their seniority rights with respect to choice of vacation time. Approval for vacation requests submitted after November 15 of each year shall be done on a first come, first serve basis, subject to operational requirement. The Employer will respond to such requests within fourteen (14) days. The Employer will update the posted vacation schedule as they approve additional vacation days.

If such employee still has not scheduled vacation within that year by September 1, the Employer reserves the right to schedule the vacation time for the employee. Before doing so, the Employer will discuss the situation with the employee.

14.04 Employees are expected to schedule vacation leave in blocks of one or more full weeks. However, requests for vacation leave of less than one (1) week will be considered where valid reasons exist. Such requests will not be unreasonably denied.

14.05 Typically, employees are required to take their vacation during the year it is granted. However, employees may request a maximum of one week be carried over into the following year. Any such request must be approved by the General Manager and will not be unreasonably denied.

ARTICLE 15 - PROBATIONARY EMPLOYEES

15.01 For the first three (3) calendar months of continuous service with the Employer, an employee shall be a probationary employee. By written mutual agreement between the Employer and the Union, the probationary period may be extended by one (1) month provided written reasons are given for requesting such extension.

15.02 The Employer may suspend, discipline or discharge a probationary employee for any reason satisfactory to the Company. The Employer agrees that it will not act in bad faith in the suspension, discipline or discharge of a probationary employee.

ARTICLE 16 - SENIORITY

16.01 Seniority is defined as the employee's regular hours paid since the employee's most recent date of hire. Effective January 1, 2020 seniority can only be accumulated to a maximum of 1,950 hours per year.

Effective date of ratification (July 13, 2023), straight-time hours for the purposes of this Article shall also include:

- a) paid holidays;
- b) paid vacation;
- c) leave while in receipt of wage-loss benefits under the *Workers' Compensation Act*;
- d) paid sick leave;
- e) approval paid leaves;
- f) and where required by the *Employment Standards Act*.

16.02 An employee who accepts a temporary assignment with the Employer outside the bargaining unit shall continue to accumulate seniority.

16.03 The seniority of an employee shall be lost and employment automatically terminated for any of the following reasons:

- (a) The employee quits;
- (b) The employee retires;
- (c) The employee is discharged for just cause and is not reinstated;
- (d) The employee is absent from work without permission for more than three (3) consecutive working days or more unless an explanation satisfactory to the Company is given by the

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- employee for both the absence and the failure to request permission;
- (e) If the employee overstays a vacation or leave of absence without securing a written extension of such leave of absence or vacation from the General Manager or designate, unless an explanation satisfactory to the Company is given by the employee for both the need for the extension and the failure to request same;
 - (f) If the employee utilizes a leave of absence for purposes other than those for which it was granted;
 - (g) If the employee fails to return to work without an acceptable reason immediately after the Company has been notified by a physician, an insurer or the Workers' Compensation Board that the employee is able to return to work;
 - (h) If the employee is recalled to work and fails to return within four (4) days of being telephoned or having notice of recall delivered by registered mail to the employee's home address. Such mailing shall be to the last address of the employee that the Company has in its files for that employee and such mailing shall be deemed to have been received by the employee.

16.04 The Company agrees to post seniority lists for bargaining unit employees every six (6) months. Employees who wish to question their seniority must do so within thirty (30) days of such posting. If no challenge is made within thirty (30) days, the employee's seniority shall be deemed correct. A copy of the list will be sent to the local union office. Such information shall be provided in an electronic format, such as Microsoft Excel, and will be provided securely in an agreed upon fashion.

16.05 It is understood service with the Armed Forces of Canada in time of war or compulsory military service does not constitute a break in the continuous service and shall not affect an employee's seniority rights.

ARTICLE 17 - FILLING OF VACANCIES

17.01 The Employer shall post notice of all vacancies at the Community describing the position, wage rate, hours of work if applicable (including days on and off), the date of commencement, a summary of the job description and the required qualifications for a minimum of seven (7) calendar days prior to selection. The parties agree that this provision does not prevent the Employer from simultaneously commencing an external recruitment process.

Vacancy means a position, which the employer requires to be filled, and, at the time of the commencement of the vacancy, is of a known duration of sixty (60) calendar days or more.

In any event, a temporary position must be posted when it exceeds ninety (90) calendar days.

17.02 The successful candidate will be selected in accordance with the following criteria:

- (a) Evaluations
- (b) Past performance
- (c) Required qualifications

Where two or more employees are relatively equal for a position, seniority will be the deciding factor.

17.03 The Employer reserves the right to fill any position on a temporary basis for a period not to exceed ninety (90) days or while the posting process is underway and until the final selection is made.

17.04 The Employer reserves the right to determine if a vacancy exists and to reallocate lines to meet operational requirements.

17.05 A copy of all postings shall be sent to the Local of the Union within the aforementioned seven (7) calendar days.

17.06 The Employer shall, within three (3) calendar days, inform all applicants of the name of the successful applicant either in writing to each applicant or posting the name of the successful applicant in the same manner in which the vacancy or new job was posted.

ARTICLE 18 - JOB DESCRIPTIONS

18.01 The Employer shall provide the Union with its job descriptions for the classifications in the bargaining unit set out in Schedule A.

Job descriptions provided pursuant to this Article will set out the general duties of the position. Such descriptions are subject to change and do not limit the Employer's right to assign other duties to an employee, whether on a permanent or temporary basis.

Where the Employer makes a significant change to the duties of a job, or adds any new qualification required, they shall notify the Union representative and discuss such changes prior to implementation.

18.02 When the Employer establishes a new bargaining unit position, it shall provide the Union with a job description and the wage rate established by the Employer. Should the Union disagree with the wage rate, the matter may be referred to arbitration.

ARTICLE 19 - TECHNOLOGICAL CHANGE

Where 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, notice will be given in accordance with section 54 of the *Labour Relations Code*.

ARTICLE 20 - LAYOFFS AND RECALL

20.01 Layoff

A layoff shall be defined as a cessation of employment or the elimination of a job resulting from a reduction of the amount of work required to be done by the Employer. A reduction of hours shall not be considered to be a layoff. However, a reduction in hours that exceeds twenty-five percent (25%) of an employee's scheduled hours may, at the employees option, trigger bumping rights as per Article 20.03.

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

20.03 Bumping Rights

A laid off employee may bump a junior employee in their classification, provided the laid off employee has more seniority and is willing and qualified and has the ability to do the job of the less senior employee. However, in no circumstances will an employee affect a promotion through a bump.

A laid off employee who bumps a junior employee shall be paid at the hourly rate of the classification they are bumping into, at the rate corresponding with their previous placement on the wage grid.

20.04 Recall

Employees on layoff shall be recalled in order of seniority in their classification, 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 to the employee's last known address. An employee who is recalled to work after a layoff must return to work within three (3) calendar days if unemployed, and within fourteen (14) calendar days if employed elsewhere and required to provide fourteen (14) days' notice to that Employer. An employee employed elsewhere shall give the Employer notice of their intent to return to work within

three (3) calendar days of receipt of the notice of recall.

20.05 Seniority Retention

Laid off employees shall retain their seniority accumulated up to the time of layoff as follows:

- (a) If laid off within the first twelve (12) months of continuous employment – up to three (3) months;
- (b) If laid off after twelve (12) or more months' continuous employment at time of layoff – up to one (1) year.

20.06 Employees not recalled within the timeframes indicated in 20.05 shall be terminated by written notice.

ARTICLE 21 - BEREAVEMENT AND COMPASSIONATE CARE LEAVE

21.01 Bereavement Leave

Bereavement leave of absence of three (3) days with pay shall be granted to a regular employee at the time of notification of death upon application to the Employer in the event of a death of a member of the employee's immediate family. The three (3) days may be taken between notification of death up to the day after the funeral.

This shall include parent (or alternatively step-parent or foster parent), spouse, child (including miscarriage or stillborn child of 20 weeks or later not covered by pregnancy leave), step-child, sibling(s), step-sibling(s), sibling-in-law, parent-in-law, grandparent, grandchild, legal guardian, ward and person permanently residing in the employee's household or with whom the employee permanently resides.

An additional two (2) workdays without pay may be granted to employees who are required to travel in order to attend the funeral.

Employees needing additional time off for travel may request a leave of absence.

In the event of a delayed interment (service or celebration of life), an employee may save one of the days identified above without loss of pay to attend the interment (service or celebration of life), and will provide as much notice as possible of the date it will be utilized.

21.02 Compassionate Care Leave

Employees are entitled to take compassionate care leave of up to twenty-seven (27) weeks in accordance with the *Employment Standards Act* where a family member is gravely ill with a significant risk of death within 26 weeks.

Employees may reference the *Employment Standards Act* and the *Employment Insurance Act* or Service Canada for more information in regards to Compassionate Care Leave.

ARTICLE 22 - JURY DUTY

An employee who is subpoenaed by the Crown for jury duty, or as a witness for the Crown (not being themselves a party to the proceeding) shall continue to receive their regular pay provided that the employee in question would normally have worked on the day(s) in question.

The employee shall turn over to the Employer any monies they receive from the court on the days they are normally scheduled to work, providing this does not exceed their regular pay rate. The employee shall not be required to turn over allowances received for travelling and meals.

ARTICLE 23 - EDUCATION LEAVE

23.01 Employer Requested Leave

Leave of absence without loss of pay, seniority and all benefits shall be granted to employees whenever the Employer requires an employee to take designated courses and/or examinations. The cost of the course and/or any examination fee and reasonable expenses incurred in taking the course and/or examination shall be paid by the Employer.

23.02 In-Service Education

The parties recognize the value of in-service both to the employee and the Employer and shall encourage employees to participate in in-service. All employees scheduled by the Employer to attend in-service seminars shall receive regular wages.

23.03 Education Leave

After three (3) years of continuous service an employee may request an unpaid leave of absence to take educational courses relevant to their work or promotion, subject to the following provisions:

- (a) The employee shall give the longest possible advance notice in writing. Where an employee requests an unpaid leave of absence in excess of four (4) calendar months, such employee shall make every effort to give three (3) calendar months' advance notice in writing of such request.
- (b) Every effort shall be made by the employer to comply with such requests, providing that replacements to ensure proper operation of the department can be found.
- (c) Notice of the Employer's decision shall be given in writing within fourteen (14) days of the request.

Any employee granted unpaid education leave will not continue to accumulate seniority while on leave, but shall return to their former job with any seniority accrued prior to the leave.

Any vacancy created under this article will be considered a

temporary vacancy.

ARTICLE 24 - PAID AND UNPAID LEAVES OF ABSENCE

24.01 Maternity Leave

- 1) Medical complications of pregnancy, including complications during an unpaid leave of absence for maternity reasons preceding the period stated by the *Employment Insurance Act*, shall be covered by available sick leave credits providing the employee is not in receipt of maternity benefits under the *Employment Insurance Act* or any wage loss replacement plan.
- 2) A pregnant employee who requests maternity leave is entitled to up to 17 consecutive weeks of unpaid leave, which must be taken during the period that begins:
 - i. No earlier than 13 weeks before the expected birth date, and
 - ii. No later than the actual birth date and ends no later than 17 weeks after the leave begins.
- 3) An employee who requests leave after giving birth to a child is entitled to up to 17 consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the birth and ends no later than 17 weeks after that date.
- 4) An employee who requests leave after the termination of the employee's pregnancy is entitled to up to 6 consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the termination of the pregnancy and ends no later than 6 weeks after that date.
- 5) An employee who requests leave is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, the employee is unable to return to work when the employee leave ends consistent with (c), (d) and (e).
- 6) A request for leave must:
 - i. Be given in writing to the Employer;
 - ii. If the request is made during the pregnancy, be given to the Employer at least 4 weeks before the day the employee

- proposes to begin leave, and
- iii. If required by the Employer, be accompanied by a medical practitioner's or nurse practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (f).
- 7) If an employee on leave under subsection (c) or (d) proposes to return to work earlier than 6 weeks after giving birth to the child, the Employer may require the employee to give the Employer a medical practitioner's or nurse practitioner's certificate stating the employee is able to resume work.

24.02 Parental Leave / Adoption Leave

- (a) An employee who requests leave under paragraph (i), (ii), or (iii) of this article is entitled to:
- i. For a parent who takes leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 61 consecutive weeks of unpaid leave, which must begin, unless the Employer and the employee agree otherwise, immediately after the end of the leave taken under Article 24.01 above.
- ii. For a parent, other than an adopting parent who does not take leave under Article 24.02 above, in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 62 consecutive weeks of unpaid leave, which must begin within 78 weeks after the birth of the child or children.
- iii. For an adopting parent, up to 62 consecutive weeks of unpaid leave, which must begin within 78 weeks after the child or children are placed with the parent.
- (b) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, an employee who requests leave is entitled to up to an additional 5 consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under a) above.
- (c) A request for leave must:
- i. Be given in writing to the Employer;

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- ii. If the request is for leave under (a)(i) or (ii) above be given to the Employer at least 4 weeks before the employee proposes to begin leave, and
- iii. If required by the Employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
- iv. An employee's combined entitlement to leave under Article 24.01 and 24.02 is limited to 78 weeks plus any additional leave the employee is entitled to under Article 24.01(7) and 24.02(b).

24.03 The Employer recognizes there are a variety of unpaid leaves under the *BC Employment Standards Act* including, but not limited to:

- Leave Respecting the Disappearance of a Child;
- Leave Respecting the Death of a Child;
- Leave Respecting Domestic or Sexual Violence;
- Critical Illness Leave; and
- Compassionate Care Leave.

The Employer will permit such leaves in accordance with the terms set out in the *Employment Standards Act*, as it may be amended from time to time. Any staff member who feels they might be eligible for any of the above leaves should contact the Employer.

24.04 Employees shall be granted unpaid leave of absence to enable them to run for elected public office and if elected, to serve their term(s) of office subject to the following provisions:

- (a) Employees seeking election in a Municipal, Provincial or Federal election shall be granted unpaid leave of absence for a period of up to ninety (90) calendar days.
- (b) Employees elected to public office shall be granted unpaid leave of absence for a period up to five (5) years.

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24.05 Short-term leave of absence without pay to a maximum of fourteen (14) days at one time shall be granted to employees designated by the Union to transact Union business including conventions and conferences unless this would unduly interrupt the Employer's operation provided, however, that these designated employees shall be paid by the Employer for time lost in attending meetings during working hours whenever their attendance is requested by the Employer. The Union shall give reasonable notice to minimize disruption of the department and the Union shall make every effort to give a minimum of seven (7) days' notice.

Long-term leave of absence without pay shall be granted to employees designated by the Union to transact Union business for specific periods of not less than fourteen (14) days unless this would unduly interrupt the Employer's operation. Such requests shall be made in writing sufficiently in advance to minimize disruption of the department. Employees granted such leave of absence shall retain all rights and privileges accumulated prior to obtaining such leave. Seniority shall continue to accumulate during such leave.

Leave of absence without pay shall be granted to employees designated by the Union for the purpose of collective bargaining. Seniority and all benefits shall accumulate during such leave.

Every effort will be made by the Employer to retain employees on short-term unpaid leave of absence for Union business on the Employer's payroll and where such employees are retained, the Union shall reimburse the Employer for the wages and benefits involved. This provision does not apply to employees on extended leaves of absence who are employed by the Union on a regular full-time basis.

24.06 Health and Welfare Benefits While on Unpaid Leave

Any 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.

For any leave of absence or accumulation of leaves of absence in excess of twenty (20) work shifts in any calendar year, benefit coverage may be continued by the employee provided the employee pays, in advance, the monthly cost of all the benefit premiums to the Employer in accordance with the procedures established by the Employer.

The application of this article will be in accordance with the *Employment Standards Act* when applicable.

ARTICLE 25 - FAMILY RESPONSIBILITY LEAVE

Employees shall be entitled to Family Responsibility Leave and Compassionate Care Leave as outlined in Section 52 and 52.1 respectively of the current *Employment Standards Act*. Any changes, modifications, to the Act will also apply.

Family Responsibility Leave will not be counted as days of unpaid leave for purposes of the twenty (20) day maximum in Article 24.06.

In accordance with the employee's request, up to two (2) consecutive days of accrued sick leave (Article 26) may be used to cover Family Responsibility Leave.

ARTICLE 26 - SICK LEAVE

26.01 Regular full-time employees will accrue sick leave credits at the rate of two-point-three-one (2.31) hours per pay period. Regular part-time employees will accrue such credits at the rate of three percent (3%) of regular wages. Sick leave shall be paid at one-hundred percent (100%) of the employee's regular rate of pay.

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Regular full-time and regular part-time employees who have completed their probation period will be credited with five (5) days of sick leave on January 1st of each calendar year, or as directed by the *Employment Standards Act*.

To the extent the Collective Agreement provides for an additional entitlement any additional hours, or pay, will be available to employees for use once they have worked enough hours to accrue the additional entitlement.

Casual employees, and part-time employees accruing less than the minimum number of days statutorily required , will be provided with sick leave in accordance with the *Employment Standards Act and Regulation*. This benefit for casual employees (and any topped up sick leave for part-time employees) does not accrue and will not be carried over in their accrual bank.

26.02 Regular employees may accrue sick leave up to a maximum of two-hundred (200) hours.

26.03 Regular employees may utilize accrued sick leave for personal illness, medical appointments or for family leave as described in Article 25. Paid sick leave will begin on the first scheduled working day of a qualifying absence.

26.04 In order to be entitled to pay for sick leave, employees must complete the appropriate form or process, and have it authorized by their immediate supervisor. The Employer may request proof of illness. Failure to meet this requirement may result in the absence being treated as a leave without pay. Any abuse of sick leave benefits is cause for discipline, up to and including discharge.

26.05 There will be no payout of unused sick time when employment ends, or upon transfer to casual status.

26.06 When a regular employee is on paid sick leave, all benefits will continue to accrue.

26.07 Employees shall advise the manager or designated person in charge as soon as possible of their inability to report to work because of illness or injury, the general nature of the illness or injury, and the probable date of their return.

ARTICLE 27 - SHIFT PREMIUM

(a) Employees working the night shift shall be paid a shift differential of one-dollar-and-thirty cents (\$1.30) per hour for the entire shift worked. Effective January 1, 2025 the premium will increase to one-dollar-and-fifty cents (\$1.50).

In this section “night shift” means any shift in which the major portion occurs between 11:00 p.m. (2300 hours) and 7:00 a.m. (700 hours).

ARTICLE 28 - HEALTH AND SAFETY

28.01 The Parties agree to co-operate in the promotion of safe work habits and safe working conditions, and to adhere to the provisions of the *Workers Compensation Act* and other applicable legislations.

The parties agree that a Joint Occupational Health and Safety Committee will be established. 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 Union will elect or appoint its own representative to this committee.

28.02 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 WCB Industrial Health and Safety Regulations.

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

28.04 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, working with 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 employees.

28.05 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 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.

28.06 When the Employer is aware that a resident has a history of aggressive behaviour, the Employer will make such information available to employees who may interact with that resident.

28.07 An employee refusing, without sufficient medical grounds, to take medical or x-ray examination at the request of the Employer, or to undergo vaccination, inoculation and other immunization when required, may be dismissed from the service of the Employer. Medical exams, x-rays, vaccinations,

inoculations or other immunizations required by the Employer shall be at the Employer's cost.

28.08 Where the Employer or Occupational Health and Safety Committee identifies high risk areas which expose employees to infectious or communicable diseases for which there are protective immunizations available, such immunization shall be provided at no cost to the employee.

28.09 Return to Work Programs

The Employer and the Union support return to work programs for employees who have been injured or ill. Where a return to work is appropriate, the Employer will work with the employee's physician and other professionals to determine the parameters of the return to work program.

Prior to commencement of a return to work initiative for individual employees, the Employer and the employee shall discuss the planned program and its duration. The specifics shall be confirmed in writing to all involved.

Employees have the right to request and receive the assistance of a union representative or member of the Joint Occupation Health and Safety Committee. Any return to work plan that is greater than seven (7) calendar days shall be confirmed in writing to the Union which includes the Secretary/Business Manager of the Union or their designate.

28.10 Workload

It is the mutual intent of the parties to provide high quality services to the Employer's clients. Further, it is the mutual intent of the parties to deliver these services in a safe manner and to the highest standards.

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

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- a) Utilizing casual employees in accordance with the Collective Agreement.
- b) Discussing and re-ordering duty priorities with the affected employee(s), and/or
- c) Reassigning work.

An employee who believes their workload is unsafe or excessive shall discuss the issue with their immediate supervisor. Any issues arising from this language will be referred to the Joint Consultation Committee, but will not be subject to the Grievance Procedure.

ARTICLE 29 - WAGES

29.01 Employees shall be compensated in accordance with the Wage Schedule attached to the Collective Agreement.

29.02 The indication in this Wage Schedule of a job and accompanying wage classification shall not bind the Employer to create such job if not already in existence.

29.03 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 that position after not less than one (1) workday, retroactive to the start of the relief period.

29.04 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.

ARTICLE 30 - EMPLOYEE FILE

30.01 Upon request to the General Manager, employees are entitled to read, review and be provided with one (1) copy of any document in their human resources file at a mutually agreed time.

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The Senior Union Official, or designate, with the written authority of the employee, shall be entitled to review the employee's human resource file in the workplace, in order to facilitate the investigation of a grievance.

The employee or the Senior Union Official, as the case may be, shall give the Employer seven (7) days' notice prior to examining the file.

30.02 Employees shall have the right to rebut in writing any evaluation. Such rebuttals, other than grievances, shall be attached to the evaluation and placed in the personnel file. Rebuttals must be submitted within seven days of receiving the evaluation.

ARTICLE 31 - BENEFITS

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

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

ARTICLE 32 - EMPLOYER PROPERTY

32.01 Return of Employer Property on Termination

Employees must return to the Employer all Employer property in their possession at the time of termination of employment. The Employer shall take such action as required to recover the value of articles, which are not returned.

32.02 Employer to Repair or Indemnify

Upon submission of reasonable proof, the Employer will repair or indemnify with respect to damage to the chattels of an employee while on duty caused by the actions of a resident, provided such personal property is an article of use or wear of a type suitable for use while on duty.

32.03 Reimbursement of Legal Fees

Where an employee is charged with an offence resulting directly from the proper performance of their duties and is subsequently found not guilty, the employee shall be reimbursed for reasonable legal fees.

32.04 Tools

The Employer shall supply tools as required. The Employer shall replace tools upon satisfactory proof that they have been lost, broken, or stolen while being used in the work of the Employer with the knowledge and consent of the Employer and upon reasonable proof that reasonable precautions were taken by the employee to protect the tools against loss or theft.

ARTICLE 33 - PRINTING OF THE AGREEMENT

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and their rights and obligations under it. For this reason the Union shall print sufficient copies of the Agreement and the costs will 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 34 - CASUAL ENTITLEMENTS

34.01

(a) 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 ninety (90) calendar days in any one position.

- (b) Casual employees shall be called in to work in the order of seniority subject to their availability. Separate seniority lists will be established for the call-in of casual employees and part-time employees registering for casual work. Casuals will receive preference for available shifts.
- (c) The probationary period for casual employees shall be 45 shifts worked, or six months, whichever comes first.

34.02

Part-time employees may register for casual work. For the purpose of casual call-in, part-time employees are not eligible for any casual shift hours that overlap with their regular shifts or which would result in daily or weekly overtime.

34.03

- (a) Regular part-time and casual employees shall submit in writing, each quarter, prior to the first day of each quarter, their availability for the following quarter. The Employer shall only be obliged to call an employee for those days and shifts which the employee has identified as available. Casual employees who have not been available for work for three consecutive months without a bona fide reason may have their employment terminated.
- (b) All hours worked by part-time regular employees accumulate for the purposes of sick leave and all benefits.
- (c) A casual employee may become a regular employee only by successfully bidding into a permanent vacancy in respect of which there is no present regular incumbent.

34.04 Call In

- (a) Employees on the casual list shall be called to work in order of seniority (with casuals having preference over part-time) as follows:

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- The Employer shall contact those employees designated as available for the shift or block of shifts being assigned but may also contact others who might be available notwithstanding their availability form, if the shift(s) cannot be otherwise filled.
- Contact may be made either by telephone, text message, email or other electronic means of communication. Employees will indicate their preferred method of contact (one contact), and that preferred method will be utilized.
- Where electronic communication is utilized, notice may be sent to several employees simultaneously. The notice will indicate the details of the available work, and the time line for reply.
- Where electronic communication is utilized the following shall apply:
 - i. Where a vacancy is known less than twenty-four (24) hours in advance, the casual employees shall have 15 minutes to respond to the shift(s) shall be awarded to the senior employee who responds confirming they will take the shifts or block of shifts within the time limit.
 - ii. Where a vacancy is known more than twenty-four (24) hours in advance, but less than four (4) weeks in advance, the casual employees shall have sixty (60) minutes to respond and the shift(s) shall be awarded to the senior employee who responds confirming they will take the shifts or block of shifts within the time limit.
 - iii. Where a vacancy is known more than four (4) weeks in advance, the employees shall have seventy-two (72) hours to respond and the shift(s) shall be awarded to the senior employee who responds confirming they will take the shifts or block of shifts within the time limit.
- A record of calls or electronic communications will be maintained for at least thirty (30) days subsequent to the shift(s) being filled. In the case of a dispute, the Union will have access to the call logs and will be entitled to make photocopies as needed. In the event of a dispute, the call

logs will be maintained for the period of the dispute and 30 days after the dispute comes to an end.

- The seniority list for call-in shall be updated quarterly, commencing July 1, 2019. Time accumulated in a current period shall not be reckoned until the next adjustment date. Within two (2) weeks of each adjustment date the Employer shall provide the Union a revised electronic copy of the call-in seniority list.
- Casual employees hired after a seniority adjustment date shall be added to the list in the order that they were hired.
- A casual employee who accepts an assignment shall be deemed to have the same obligation to fulfil the assignment as a regular employee.

(b) If concerns arise over the call-in process, and in particular, the use of electronic communication, the parties will meet to discuss and resolve those concerns. Both parties agree the call-in process should be both efficient, and provide eligible employees with a reasonable opportunity to claim available shifts.

34.05 The parties agree that all terms of the Collective Agreement will apply to casual employees except where modified by the following specific provisions:

Hours of Work

Article 11.03 shall not be applicable to casual employees or to casual shifts worked by regular part-time employees.

Wages

Casual employees shall be paid in accordance with the wage schedule. No current casual employee will have their wage reduced as a result of this Article.

Benefits

Casual employees are not entitled to benefits.

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If a casual or part-time employee posts into a temporary position that is benefit-eligible, the employee will be temporarily enrolled in the Employer benefit plan after completing three (3) months of continuous service in the position. Such benefits shall continue for the duration of the temporary posting.

Vacation Pay

Casual employees will be entitled to vacation pay at the rate of six percent (6%) of gross pay to be paid each payday.

Paid and Unpaid Leave

Casual employees are not entitled to paid or unpaid leaves, except as provided under the *Employment Standards Act* or other relevant laws or statutes.

Layoff and Recall

Casual employees may be laid off from the casual list in reverse order of their seniority where it becomes necessary to reduce the work force due to economic circumstances. Laid off casual employees shall retain their seniority for six (6) months subject to which they shall be reinstated to the casual list in the order of their seniority when it becomes necessary to expand the work force.

Article 20 (Layoff and recall) shall not be applicable to casual employees.

ARTICLE 35 - NO DISCRIMINATION

35.01 No Discrimination

The Employer and the Union subscribe to the principles of the *Human Rights Code* of British Columbia.

The Employer and the Union agree that there shall be no discrimination practiced with respect to any employee by reason of membership or activity in the Union.

35.02 Harassment

The Employer and the Union recognize the right of employees to work in an environment free from harassment including sexual harassment, as defined by the Employer's harassment policy.

35.03 Complaints Investigation

Employees who complain of harassment under the provisions of the *Human Rights Code* shall be encouraged, but not required, to first comply with the Employer's harassment policy procedures before filing a grievance or human rights complaint.

35.04 The Employer, the employees and the Union agree that where there is a complaint under 36.01 or 36.02 above that could be adequately remedied in a single forum, no multiple forum complaints shall be filed.

ARTICLE 36 - MISCELLANEOUS

36.01 Badges and Insignia

Employees shall be permitted to wear Union pins or Shop Steward badges.

36.02 Legal Picket Lines

Refusal to cross a picket line that is legally established pursuant to the *Labour Relations Code* of BC shall not constitute cause for discipline or dismissal. An employee who refuses to cross a legally established picket line shall be considered to be absent without pay.

ARTICLE 37 - CONTRACTING OUT

The Employer agrees it will not contract out bargaining unit work that will result in the layoff of employees within the bargaining unit during the term of this Collective Agreement. The Employer will discuss any contracting out of work normally performed by the bargaining unit with the local Union Representative before it occurs, except where an emergency exists.

ARTICLE 38 - VOLUNTEERS

- (a) It is agreed that Volunteers have a role in this retirement community and are an important link to the residents being served. It is understood that members of the immediate family of residents shall not be considered Volunteers for the purposes of this Article.
- (b) It is further agreed that Volunteers engaged by the Employer will be supernumerary to established positions in the bargaining unit, and that the use of Volunteers engaged by the Employer will not result in the lay-off or reduction of hours of employees in the bargaining unit; nor will Volunteers engaged by the Employer be used to fill established positions within the bargaining unit.

ARTICLE 39 - RETIREMENT PENSION PLAN

Regular employees working twenty (20) or more hours a week may join the Plan on the first day of any month after one year of continuous employment with the Employer.

Contributions: Employees who join the Plan will contribute two percent (2%) of regular earnings. The Employer will match the required employee contribution. Effective January 1, 2024, the plan will increase from 2% to 2.5%.

Employees may make additional voluntary contributions as long as total contributions don't exceed limits specified under the *Canadian Income Tax Act*.

The Employer will endeavor to inform eligible employees of the options available to them under this group RPP.

ARTICLE 40 - UNIFORMS

If the Employer requires an employee to wear a uniform which would otherwise be supplied, then a uniform/laundry allowance of fifteen dollars (\$15) per month for full-time employees, or twelve-

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January 1, 2023 to December 31, 2025***

dollars-and-fifty cents (\$12.50) per month for part-time employees and casuals shall be paid.

In order for a casual employee to qualify for the allowance, they must work at least three (3) shifts in the month.

The increased amounts are effective during the month of ratification (July 13, 2023) – but the minimum three (3) shifts in the month for casuals is not effective until the first full month following ratification.

ARTICLE 41 - EFFECTIVE DATE OF RATIFICATION

Unless specified otherwise, all provisions of this Agreement are effective January 1, 2023 up to and including December 31, 2025. The parties agree to exclude the operation of the provisions of Sections 50 (2) and (3) of the *Labour Relations Code*.

ARTICLE 42 - SAVINGS CLAUSE

If any article, section, paragraph, clause or phrase of this Agreement is declared or held illegal, void or unenforceable by Provincial, Federal or other law, or by decision of any court, the remaining portions of the Agreement shall continue to be valid in full force and effect, and the parties shall immediately meet to review the effect of such change to this Collective Agreement.

ADDENDUM #1 - WAGE SCHEDULES

Classification	Steps	Current Rate
Resident Assistant	Start	\$21.01
	1,950 hours	\$22.07
	3,900 hours	\$23.11
Housekeeper	Start	\$19.43
	1,950 hours	\$20.22
	3,900 hours	\$20.75
Concierge	Start	\$19.97
	1,950 hours	\$20.49
	3,900 hours	\$21.01
Driver	Start	\$20.75
	1,950 hours	\$21.54
	3,900 hours	\$22.32
Building Service Maintenance	Start	\$21.01
	1,950 hours	\$22.07
	3,900 hours	\$23.11
Cook One	Start	\$21.01
	1,950 hours	\$22.07
	3,900 hours	\$22.59
Cook Two	Start	\$19.43
	1,950 hours	\$19.97
	3,900 hours	\$20.49
Dishwasher / Kitchen Help	Start	\$18.64
	1,950 hours	\$19.18
	3,900 hours	\$19.70
Server	Start	\$19.43
	1,950 hours	\$19.97
	3,900 hours	\$20.49

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Classification	Steps	Current Rate
Kinesiologist	Start	\$24.17
	1,950 hours	\$25.22
	3,900 hours	\$26.27
Wellness Associate	Start	\$22.07
	1,950 hours	\$23.11
	3,900 hours	\$24.17
Fitness Instructor	Start	\$21.54
	1,950 hours	\$22.59
	3,900 hours	\$23.64

**All employees shall receive at least a 2.5% increase or the new wage rate, whichever is greater.

Where the Employer appoints a Lead Hand they shall receive an additional \$1 per hour.

Those performing work as a Pastry Chef will receive a premium of \$0.50 per hour.

No employee shall see a reduction in wages due to the application of the new wage scale.

APPENDIX A - SUMMARY OF HEALTH CARE BENEFIT PLANS

This is a summary only to the Health Care Plans. The plans provisions can be found in the benefit booklet.

<p>Available to employees who are continuously scheduled to work an average of 20 or more hours per week</p>	<p>100% of the premium paid by Employer.</p> <p>\$25 yearly deductible for individuals, \$50 yearly deductible for families.</p> <p>Unlimited lifetime maximum on healthcare coverage.</p>
<p>Life Insurance</p>	<p>200% of annual earnings to a maximum of \$200,000 coverage, reducing by 50% at age 65, ends at age 70.</p>
<p>AD&D insurance</p>	<p>An amount equal to basic life insurance</p>
<p>Dental Plan</p>	<p>Basic Prevention Coverage 100% Major coverage 50%, \$1,500 max/5 years for dentures/bridgework.</p> <p>Orthodontic coverage 50%, max \$1,500 lifetime.</p> <p>Accidental dental injury coverage 100%, no maximum. No deductible. Recall Frequency 6 months. \$1,500 per calendar year maximum for all other treatments</p>
<p>Prescription Drugs</p>	<p>\$25 yearly deductible for individuals, \$50 yearly deductible for families. 100% Reimbursement for each prescription.</p>

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	Drug card provided.
Eye Exams	\$35 every 24 months.
Vision Care	\$150 per family member every 24 months. <u>Effective April 1, 2024, combine the current \$150 vision and \$35 eye exam into one amount called vision care inclusive of glasses, contact lenses and eye exams at \$275 per 24 months per eligible member and dependent.</u>
RRSP match	2% with Employer match of 2%.
Hospital care	Private room in hospital.
Nursing	365 days lifetime.
Sick Leave	According to the provisions of Article 25.
Short Term disability	No waiting period for injury, 7 day waiting period for disease. 17 weeks of coverage at 66.7% of the first \$600 of weekly earnings, plus 50% of the remainder to a maximum benefit of \$920.
Hearing aids	\$1,000 every 5 years.
Paramedical expenses	Chiropractors \$20/visit. \$45 for x-rays per calendar year. Physio / Podiatrist / Naturopath / Osteopath / Psychologist / social worker / speech therapist / massage therapist \$20/visit. <u>Effective April 1, 2024, all paramedical coverage will move from current \$20 per visit coverage to \$50 per visit.</u>
Out of country emergency care	When covered by provincial medical plan.

Note: Benefits year is from January 1 to December 31 each year.

MEMORANDUM OF AGREEMENT #1

BETWEEN

**TAPESTRY WV LIMITED PARTNERSHIP
TAPESTRY AT WESBROOK VILLAGE**

AND

HOSPITAL EMPLOYEES' UNION ("The Union")

Re: Job Descriptions

Within one-hundred-and-twenty days (120) days of ratification the employer and the Union shall meet to discuss the job descriptions and daily job duties for employees.

**SIGNED ON BEHALF OF
THE UNION:**



Jim Calvin
HEU Negotiator

Date: March 15, 2024

**SIGNED ON BEHALF OF
THE EMPLOYER:**



Eduarda Hodgins
Director Brand Experience, Tapestry

Date: April 29, 2024

MEMORANDUM OF AGREEMENT #2

BETWEEN

**TAPESTRY WV LIMITED PARTNERSHIP
TAPESTRY AT WESBROOK VILLAGE**

AND

HOSPITAL EMPLOYEES' UNION ("The Union")

Re: Personal Days

Post probationary regular employees who are scheduled for thirty (30) hours or more a week will be entitled to a personal day each calendar year, during the term of the Agreement.

Any employees who currently have a personal day notwithstanding they work less than thirty (30) hours a week, will maintain that personal day as long as they maintain or exceed their current level of weekly hours.

**SIGNED ON BEHALF OF
THE UNION:**



Jim Calvin
HEU Negotiator

Date: March 15, 2024

**SIGNED ON BEHALF OF
THE EMPLOYER:**



Eduarda Hodgins
Director Brand Experience, Tapestry

Date: April 29, 2024

MEMORANDUM OF AGREEMENT #3

BETWEEN

**TAPESTRY WV LIMITED PARTNERSHIP
TAPESTRY AT WESBROOK VILLAGE**

AND

HOSPITAL EMPLOYEES' UNION ("The Union")

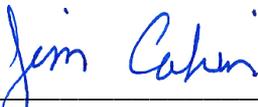
Re: Rate of Pay

The parties acknowledge they have not entered into wage rate discussions.

The parties further agree that should the levelled up wage rates be terminated by the government prior to the Collective Agreement expiring or otherwise ended, the parties will re-open the Collective Agreement to discuss wage rates.

No other article of the Collective Agreement will be subject to the wage re-opener discussions, unless mutually agreed to by the parties.

**SIGNED ON BEHALF OF
THE UNION:**



Jim Calvin
HEU Negotiator

Date: March 15, 2024

**SIGNED ON BEHALF OF
THE EMPLOYER:**



Eduarda Hodgins
Director Brand Experience, Tapestry

Date: April 29, 2024

MEMORANDUM OF AGREEMENT #4

BETWEEN

**TAPESTRY WV LIMITED PARTNERSHIP
TAPESTRY AT WESBROOK VILLAGE**

AND

HOSPITAL EMPLOYEES' UNION ("The Union")

**Re: Lump Sum Payment for Employees Not Wage Levelled
January 1, 2023**

The Employer has provided that certain employees were not under Provincial wage levelling wage rates on January 1, 2023, however as of April 1, 2023, the Employer provides that all staff for all wage tiers are now under wage levelling at this site.

The current agreement expired December 31, 2022, and the employees not wage levelled on contract expiry would have sought the Union to bargaining wage increases for the period January 1, 2023 until April 1 when wage levelling began for them.

In lieu of a wage increase, the parties agree to the following in place of an increase:

- Eligible employees shall be any employee whom on January 1, 2023 was not in receipt of wage levelling rates.
- Eligible employees only will receive a 4.2% lump sum amount for the period of January 1, 2023 until they came under wage levelling increased rates for all paid hours worked and paid leaves at work.

***Tapestry at Wesbrook Village / Hospital Employees' Union –
January 1, 2023 to December 31, 2025***

- The lump sum will be paid no later than the third pay following ratification (July 13, 2023).

**SIGNED ON BEHALF OF
THE UNION:**



Jim Calvin
HEU Negotiator

Date: March 15, 2024

**SIGNED ON BEHALF OF
THE EMPLOYER:**



Eduarda Hodgins
Director Brand Experience, Tapestry

Date: April 29, 2024

MEMORANDUM OF AGREEMENT #5

BETWEEN

**TAPESTRY WV LIMITED PARTNERSHIP
TAPESTRY AT WESBROOK VILLAGE**

AND

HOSPITAL EMPLOYEES' UNION ("The Union")

Re: Compass Card

The Employer will reimburse regular employees who use public transportation the following:

- For full-time employees \$20 per month when they submit to the Employer the compass card from the previous month or proof of payment of such.
- For part-time employees \$15 per month when they submit to the Employer the compass card from the previous month or proof of payment of such.
- Casuals who post into temporary lines and have completed the first 3 months will be able to submit to the Employer for reimbursement under the terms above for the duration of that posting.

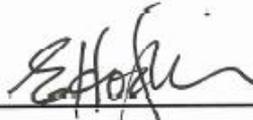
**SIGNED ON BEHALF OF
THE UNION:**



Jim Calvin
HEU Negotiator

Date: March 15, 2024

**SIGNED ON BEHALF OF
THE EMPLOYER:**

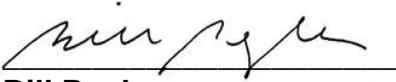


Eduarda Hodgins
Director Brand Experience, Tapestry

Date: April 19, 2024

**Tapestry at Wesbrook Village / Hospital Employees' Union –
January 1, 2023 to December 31, 2025**

**SIGNED ON BEHALF OF
THE UNION:**



Bill Pegler
Coordinator of Private Sector
& Special Projects



Jim Calvin
Negotiator



Chakri Sinclair
Bargaining Committee

Mehak Singla
Bargaining Committee



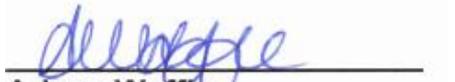
Pete Eckmann
Bargaining Committee

Date: March 15, 2024

**SIGNED ON BEHALF OF
THE EMPLOYER:**



Eduarda Hodgins
Director Brand Experience, Tapestry



Adena Waffle
Vice President, Seniors
Housing at Concert Properties
Ltd.

Date: April 29, 2024