

COLLECTIVE AGREEMENT
BETWEEN
COUNTRY VILLAGE HOMES CORP.
THE HIGHLANDS RETIREMENT RESIDENCE
AND



HOSPITAL EMPLOYEES' UNION

July 1, 2023 – June 30, 2027

Note: Underline text is new language for 2023-2027

The Highlands Retirement Residence

400 Snowsell Street North
Kelowna, B.C. V1V 2C7

Phone: (250) 763 - 7265

Hospital Employees' Union

Kelowna Office

#250 – 1815 Kirschner Road
Kelowna, B.C. V1Y 4N7

Phone: (250) 765-8838
Toll-Free: 1-800-219-9699
Fax: (250) 765-0181

Provincial Office

5000 North Fraser Way
Burnaby, B.C. V5J 5M3

Phone: (604) 438-5000
Toll-Free: 1-800-663-5813
Fax: (604) 739-1510

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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 4 January 2012 respecting Country Village Homes Corp. (DBA) The Highlands Retirement Residence.

"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 position and who has not yet successfully completed four-hundred-and-eighty (480) hours worked or six (6) months, whichever occurs first.
- (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 employee"* - 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.

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(d) "*Part-time regular employee*" - 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 Country Village Homes Corp. (DBA) The Highlands Retirement Residence.

"*Rest Period*" - means a paid interval, which is included in the workday 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 (HEU).

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 the grievance procedure or the owners if the respondent is excluded from the bargaining unit under this Collective Agreement, or may be taken by the employee to the British Columbia Council of Human Rights.
- (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 Country Village Homes Corp. at and from The Highlands Retirement Residence, save and except the Manager, Administrative Assistant and any other management position excluded by the definition in the *Labour Code*.

The Employer recognizes the Hospital Employees' Union as the sole bargaining agent for all employees falling within the Bargaining Unit.

Management may perform bargaining unit work only in cases of emergency.

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

The Parties agree that all correspondence between the Employer and the Union related to matters covered by this Agreement shall be sent to the Secretary-Business Manager or designate as the case may be.

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. Such access shall not be unreasonably withheld.

- (c) Such visits shall not interrupt employees' work or the Employers operations without first informing 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 will be appointed by the Union. There shall be two (2) Shop Stewards, plus one (1) alternate. One (1) Shop Steward, or Union Committee member, may be appointed by the Union as Chief Shop Steward who may present or assist in the presentation of any grievance.
- (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) Shop Stewards, or Union Committee members, shall be appointed by the Union and 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 employees of the Employer.

2.07 Bulletin Boards

The Employer agrees 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 information and/or activities of the Union. The location of the bulletin board shall be determined by mutual agreement.

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 member 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 sixty (60) days upon receipt for the amount paid to the employee.

(d) It is agreed that the Union may appoint up to two (2) employees and one (1) alternate who will represent the Union in negotiations of subsequent Collective Agreements with the Employer. The Union agrees to appoint two (2) employees and one (1) alternate with only two (2) employees at a time attending labour management as per Article 7.01 and Health and Safety Committee meetings as per Article 22.

ARTICLE 3 - UNION SECURITY

3.01 The Employer agrees to the deduction of all Union Dues, Assessments, Initiation Fees, and written assignments of amounts equal to Union Dues. 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 on the first day of employment in the bargaining unit.

3.02 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.

3.03 All employees hired shall join the Union and maintain membership as a condition of employment.

ARTICLE 4 - UNION CHECK-OFF

4.01 Union Check-Off

The Employer agrees to the monthly check-off 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 thirty (30) days after the date of deduction.

At the same time, the Employer shall provide the Union's

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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 shall supply this information electronically, in a format such as Excel or Word to: memberupdates@heu.org.

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, in January and July, the Employer shall provide to the Local Site representative and the Secretary-Business Manager or their designate of the Union, a list of all employees in the bargaining unit, their job titles, employee status, addresses, telephone numbers and email addresses if known to the Employer. The Employer shall supply this information electronically, in a format such as Excel or Word to: memberupdates@heu.org.

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

ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES

A new employee shall be advised of the name and location of the Union Shop Steward(s) and the Employer shall inform the local of the new employee, within seven (7) days of hire. 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, where possible, during the first (1st) calendar month.

ARTICLE 6 - MANAGEMENT RIGHTS

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 in the procedural binder. 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 for work related reasons. 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 established, and may consist of two Union Committee Members and the Secretary-Business Manager or their designate, and one or two representatives of the Employer. On the advance written request of either party 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, grievances, 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 basic pay for time on this committee and the meeting shall be on employer time or shall receive straight time pay 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) Where an employee is directed by the Employer to attend a staff meeting or committee meeting outside of normal working hours, they shall be paid at their basic rate of pay.

7.03 Union Committee

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

seven days of an employee reasonably becoming aware of an 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 Administrator, 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 Local Union representative 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 final step one response. The management shall sign and acknowledge of receipt on the grievance. 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 Secretary-Business Manager or their designate and representatives appointed by the Employer, shall meet within twenty-one (21) days or at another mutually agreed upon time to discuss the grievance. At this step of the grievance procedure, each party shall provide to the other a statement of facts and copies of 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 9 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) Thirty (30) calendar days after the Employer's decision has been received; or
- (b) Thirty (30) 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, but the same must be in writing.

8.07 Policy Grievance

Grievances of a general nature may be initiated in step three (3) 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 3 of the grievance procedure by the Administrator or their designate presenting the grievance to the Secretary-Business Manager of the Union or their designate.

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

- (a) Thirty (30) calendar days after the Union's response has been received; or
- (b) Thirty (30) 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.

- Chris Sullivan
- Elaine Doyle
- Jacque De Aguayo
- Judi Korbin
- Koml Kandola
- Vince Ready

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

- a) Investigate the difference,
- b) Define the issue in the difference, and
- c) Make written recommendations to resolve the difference.

Within 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 troubleshooter 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 Troublesooter.

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 - ARBITRATION

9.01 Expedited Arbitrations

By mutual agreement, the parties may refer a grievance to Expedited Arbitration.

- (a) As the process is intended to be non-legal, lawyers will not be used to represent either party.
- (b) All presentations are to be short and concise and are to include a comprehensive opening statement.
- (c) All decisions of the Arbitrator are to be limited in application to that particular dispute and are without prejudice. The decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
- (d) The decision of the arbitrator is to be completed and mailed to the parties within ten (10) working days of the hearing.
- (e) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- (f) All settlements of proposed expedited arbitration cases made prior to hearing shall be without prejudice.
- (g) The parties shall equally share the cost of the fees and expenses of the Arbitrator.
- (h) In the event that the representatives of the Union and the Employer cannot agree on an arbitrator within thirty (30) calendar days after the referral to expedited arbitration, the matter shall be referred to a mutually agreed on arbitrator from the list below:
 - Chris Sullivan
 - Elaine Doyle
 - Jacquie De Aguayo
 - Judi Korbin
 - Koml Kandola
 - Vince Ready
- (i) The expedited Arbitrator shall have the same powers and authority as an arbitration board.
- (j) Neither party will appeal the decision of the Arbitrator.

9.02 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:

- Chris Sullivan
- Elaine Doyle
- Jacquie De Aquayo
- Judi Korbin
- Koml Kandola
- Vince 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.

9.03 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.

9.04 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.

9.05 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.

9.06 Amending Time Limits

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

ARTICLE 10 - DISCIPLINE AND DISMISSAL

10.01 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) Notice of dismissal or suspension or rejection on probation shall be in writing and shall set forth the reasons for dismissal or suspension or 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.
- (d) The employee shall be given a copy of any disciplinary document that will be placed in their Personnel File.

10.02 Notice of Dismissal or Suspension

- (a) Notice of dismissal or suspension or rejection shall be in writing and shall set forth the reasons for dismissal and a copy shall be sent to the Secretary-Business Manager of the Union or their designate, within five (5) 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.

10.03 Personnel File

Disciplinary action shall be removed from the Personnel File after

eighteen (18) months has expired, provided that there has been no subsequent disciplinary action. An employee or the Secretary-Business Manager or designate, with the employee's written authority, shall be entitled to view and copy documents in 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 for 3,900 hours of work, provided that there has been no subsequent disciplinary action.

10.04 Right to Have Shop Steward Present

An employee, who could be 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. The employee shall be notified at least 24 hours in advance of the purpose of such meeting. It shall be the responsibility of the employee to contact the steward. A Union Shop Steward, who could be 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 11 - SENIORITY

11.01 Seniority Defined

Seniority will be recognized and will accrue based on accumulated hours worked from the employee's most recent date of hire, inclusive of all paid leaves, on a straight-time hours basis.

Regular employees shall continue to accrue seniority during the following:

- Regular hours;
- Paid sick leave;

- Vacation hours;
- Statutory holiday hours (seniority accrues at straight time);
- Union business if employer reimbursed;
- All job protected leaves in accordance with the *Employment Standards Act*.
- Pregnancy, parental and adoption leave as per the *Employment Standards Act*; and
- While receiving WCB wage loss benefits for regular hours.

Seniority for casual employees will be recognized and will accrue based on accumulated hours worked since their most recent date of hire and in accordance with the *BC Employment Standards Act*.

11.02 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.

11.03 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, and will include all hours as provided in Article 11.01. 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.

11.04 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 and not reinstated;
- (c) Is on layoff for more than twelve (12) consecutive months;
- (d) After a layoff, fails to report to work within seven (7) working days after being recalled by telephone or registered letter addressed to the address last provided by the employee to the Employer; or if required by another Employer to provide 14 days notice fails to report for work within 21 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.

11.05 Seniority List

The Employer shall provide the Union with the combined full-time/part-time seniority list, twice per year on January 1st and July 1st or prior to the commencement of the layoff procedures under Article 13. The list shall be in seniority order and include hours worked and classifications.

The Employer shall also post these lists at the worksite in a place accessible to staff.

ARTICLE 12 - VACANCY POSTING

12.01 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 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.
- (d) A copy of all postings shall be sent to the Local of the Union within the aforementioned seven (7) calendar days.

12.02 Temporary Appointments

Until the vacancy is filled through the job posting provisions, in Article 12.01 above, the Employer may make temporary appointments of employees who possess threshold qualifications from within the bargaining unit based on seniority.

12.03 Qualifying Period

The successful applicant shall serve a qualifying period of four-hundred-and-eighty (480) hours or three (3) months, whichever occurs first. 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 their self 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. 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. If the employer or employee exercise their right as above, the Employer will repost the position.

ARTICLE 13 - LAYOFF AND RECALL

- (a) A layoff shall be defined as a reduction in the workforce or a reduction in the regular hours of work, lasting more than one day, as defined in this agreement.
- (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 experience, ability and qualifications. 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. 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 experience, ability and qualifications 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 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 week's wages for each additional year of employment, to a maximum of eight (8) weeks' notice.

ARTICLE 14 - SCHEDULING

14.01 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 Monday and end at 24:00 hours on the Sunday following. For clarification purposes the first shift of the day shall be the shift where the majority of the hours are completed after midnight (12:00AM).
- (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:
- i. Seven-and-one-half (7½) hours of work exclusive of a one-half (½) hour unpaid meal break; or
 - ii. Eight (8) hours of work inclusive of a one-half (½) hour paid meal break; or
 - iii. Such other period as may be scheduled;
 - iv. 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.

14.02 Scheduling

- (a) The Employer shall post work schedules for a minimum of 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.

14.03 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.
- (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, and without mutual agreement, the employee is entitled to overtime rates.
- (d) Employees may exchange shifts with the prior written authorization of the Employer, provided that whenever possible, 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.

14.04 Meal and Rest Periods

- (a) Employees working a minimum of a five (5) hour shift shall include a thirty (30) minute unpaid meal rest period.
- (b) Employees working a minimum of a six (6) hour shift shall include 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.

14.05 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 15 - EDUCATION

15.01 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 16 - STATUTORY HOLIDAYS

16.01 Statutory Holidays

Employees will be entitled to twelve (12) statutory holidays.

New Years Day
Family Day
Good Friday
Victoria Day
Canada Day
B.C. Day
Labour Day

National Day for Truth and
Reconciliation
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

If another federal, provincial, or municipal holiday should be proclaimed during the term of this Collective Agreement, such additional holiday will replace one of the designated holidays in the Collective Agreement.

16.02 Payment of Statutory Holidays

- (a) Holiday pay for full-time regular 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 regular employees shall receive four-point-eight percent (4.8%) pay in lieu of Statutory Holiday entitlements.

16.03 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 the employee requests a lump sum payout equal to one days' pay. Lieu days arising from designated paid holidays shall be scheduled with the mutual agreement of the Employer subject to operational requirements.

16.04 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 other reasonable proof of illness, 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.

16.05 Eligibility

To be eligible for statutory holiday pay an employee must have been employed for thirty (30) calendar days before the statutory holiday.

16.06 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 17 - OVERTIME

17.01 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:

Scheduled Shifts with Unpaid Meal Periods

Seven-and-one-half (7.5) hours in a day, exclusive of a one-half (½) hour unpaid meal period; or thirty-seven-and-one-half (37.5) hours in a week.

Scheduled Shifts with Paid Meal Periods

Eight (8) hours in a day, inclusive of a one-half (½) hour paid meal period; or forty (40) 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 twelve (12) 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 (2) hours of overtime, they shall receive a paid rest period of fifteen (15) minutes.

(f) There shall be no duplication or pyramiding of hours worked for the purpose of computing overtime or other premium payment.

(g) Opportunities for overtime work shall be offered to employees within the classification on the basis of seniority.

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

ARTICLE 18 - VACATION

18.01 Vacation Entitlement

Vacations with pay shall be granted to full-time regular and part-time regular employees based on their length of years of service, as of the last pay period in December of the preceding year, as following:

- (a) New employees who have not been employed continuously for twelve (12) months prior, will receive pay based on the total completed calendar months employed to the last pay period in December.
- (b) Employees with one (1) or more years of continuous service shall have earned the following vacation pay:

For full-time regular and part-time employees;

- 1 year's continuous service – 4% of regular wages (10 paid days).
- 4 year's continuous service shall receive 4.8% of regular wages (12 paid days).
- 5 year's continuous service – 6% of regular wages (15 paid days).
- 12 year's continuous service – 8% of regular wages (20 paid days).

Vacation entitlement pro-rated per FTE.

Unused accrued vacation pay shall be paid out annually on the last pay period in December of each year.

18.02 Vacation Scheduling

- (a) Employees shall submit their vacation requests in writing by November 15th of each year for the following year. The Employer shall respond in writing (which includes posting the approved vacation schedule on the bulletin board), to employee requests by December 15th for January, February, and March of the following year and by January 31 for the remaining requests of the same year.
- (b) Employees shall indicate 1st, 2nd, 3rd, etc. choice vacation periods.
- (c) Each choice will be awarded based on seniority.
- (d) All first choice requests will be awarded prior to second choices being considered, based on seniority, and so on through each choice request.
- (e) Every attempt shall be made to accommodate each employee's first choice, in accordance with employee requests and operational requirements. Where employee choices conflict, seniority shall be the deciding factor.
- (f) Vacation must be awarded in one-week blocks unless mutually agreed between the Employer and the employee.
- (g) Approvals for vacation requests submitted outside of the times stated above shall be done on a first come first serve basis subject to operational requirements. These requests will be returned to the employees within two (2) weeks of the request.

18.03 Vacation Carry Over

Every effort shall be made to have all earned vacation booked and taken each year, except that five days' vacation may be carried over at the employees' request from one vacation year to the next.

Carried over vacation must be taken before the current years' vacation is used.

Unused accrued vacation pay shall be paid out annually on the last pay period in December of each year, with the exception of requested vacation carry over as above.

ARTICLE 19 - SICK LEAVE

Regular employees shall accrue sick leave credits as follows:

- All regular employees will be credited with 5 days sick pay on January 1st of each year.
- All regular employees will be credited with one additional sick day (total of 6 for the year) on October 1 of each year.
- Part-time employees will receive their total of 6 days yearly based on a pro-rated amount actually worked during the year (pro-rated to a full-time equivalent).
- Regular employees will be permitted to accrue a sick bank carry over not to exceed 120 hours.
- The Employer will ensure regular employees receive no less sick leave than what is provided for under the *Employment Standards Act* each year, however regular employees will have their yearly bank for accrual pro-rated to the date of hire if it occurs after January 1 each year.

Casual employees and part-time employees earning less than the required sick leave in the *Employment Standards Act* will be provided with sick leave in accordance with the *Employment Standards Act and Regulation*. This benefit for casual employees does not accrue or carry over from year to year.

ARTICLE 20 - LEAVES OF ABSENCE

20.01 General Leave

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.

Any regular employee granted unpaid leave of absence totaling up to two (2) weeks in any year shall continue to accumulate seniority and all benefits and shall return to their former job and rate of pay.

The Employer will apply this article in accordance with the *BC*

Employment Standards Act.

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, the duration and the reason for the request.

The Employer may authorize the leave subject to operational requirements.

20.02 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. 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.

20.03 Bereavement

When a death occurs in an employee's immediate family (which shall include spouse, parent, children, sibling(s), parent-in-law, sibling-in-law, grandparent, or grandchild, stillborn, miscarriage or any person permanently residing in the employee's household as a member of the employees family), regular employees will be eligible for leave up to a maximum of two (2) consecutive calendar weeks from the date of death. If any of these days fall on previously scheduled working days, the employee will receive regular pay for their scheduled hours for up to three (3) days. 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.

Employees' may save one day of the above leave entitlement for

the date of funeral (celebration of life/wake).

20.04 Educational

(a) Employee Requested Unpaid Leave

A regular employee with more than three (3) years continuous service may request an unpaid leave of absence of up to one (1) calendar year to take educational courses. The request shall be in writing.

(b) Notice of the Employer's decision shall be given in writing as soon as possible.

An employee on education leave shall be entitled to maintain their benefits by paying the Employer 100% of the premium cost at least thirty (30) days in advance.

(c) 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 if not scheduled (minimum of 3 hours or time of the meeting whichever is greater), and no loss of pay or benefits if scheduled to work during the in-service.

20.05 Gender Affirmation Leave

An employee who provides a certificate from a medical practitioner confirming that the employee requires a leave of absence in order to undergo gender transition will be granted a leave for the procedure required during the transition period. The provisions of that leave will follow the provisions of unpaid leave off absence unless otherwise provided for within the Collective Agreement. The Union, the Employer, and the employee will work together to tailor the general transition plan to the employee's particular needs based upon the direction and advice provided from a medical practitioner.

20.06 Emergency Responder Leave

Employees who are volunteer firefighters, auxiliary/reserve police, or a member of a local search and rescue organization, who are deployed on an emergency basis by the appropriate authority, shall be granted a leave of absence without pay for the duration of said deployment. The employee(s) will be eligible for continued coverage under the benefit plan as per the Collective Agreement. In all circumstances the leave will only be granted following the employee's current shift.

20.07 Ceremonial, Cultural, Spiritual and Compassionate Leave for Indigenous Employees

Indigenous employees have a right to manifest, practice, develop and teach their spiritual and religious traditions, customs and ceremonies and may require leave from work to exercise these rights.

Definitions:

A ceremonial, cultural or spiritual event under this section includes any event that is significant to an indigenous employee's culture. Examples of significant cultural events include, but are not limited to, Hoobiyee, Pow-wows, Sundance, participation in sweat lodge, coming of age events, feasts or ceremonies held following a significant family event (including the death of a family member).

"Immediate family" for the purposes of accessing Bereavement Leave under the Collective Agreement shall include an Indigenous employee's parent, step-parent, foster parent, guardian, spouse, child, step-child, foster-child, sibling, step-sibling, sibling-in-law, grandparent, grandchild, parent-in-law, parent's sibling, parent's sibling's child, an Indigenous elder* , or any individual as Indigenous employee considers family consistent with their Indigenous cultural practices.

*An Indigenous elder is designated as such by their community.

(a) An Indigenous employee may request up to two (2) days of leave per calendar year of unpaid leave to participate in ceremonial, cultural, or spiritual event(s). The leave may be taken in one or more blocks of time. Where such leave is requested, the leave shall not be unreasonably denied.

Leave under this provision is in addition to an Indigenous employee's entitlement to leave under the Collective Agreement – Bereavement Leave as applicable (and per the expanded definition of "immediate family", above).

(b) Where an Indigenous employee requires more than the days of leave in (a) above for a ceremonial, cultural, or spiritual event, the leave shall not be unreasonably denied. This additional leave is unpaid, however, an employee may draw from their available vacation as applicable (and per the expanded definition of "immediate family", above).

When requesting the leave, particularly for annual or recurring ceremonial, cultural or spiritual events, the employee will provide as much advanced notice to the Employer as possible; for unexpected ceremonies or events, the employee will make every effort to provide at least seven (7) calendar days' notice.

20.08 Emergency Redeployment

Re: Local and Provincial Emergencies and Pandemic Outbreaks

Where an emergency arises locally or provincially or where an outbreak is declared at an Employer site(s), the Employer will notify and consult with the Union within five (5) days of the emergency or outbreak.

The Employer will provide the following information with the notification to the Union:

- (a) A list of the impacted facilities and affected employees at each site(s).
- (b) Any proposed evacuation plans.

- (c) Any proposed redevelopment plans.
- (d) Any other related safety plans.

The Employer and the Union will meet within 7 days of the notification to discuss the details and impacts related to the emergency or outbreak. The discussion will include identifying additional supports to be provided to affected employees.

Critical incident stress defusing (immediate support) and debriefing (scheduled follow-up) shall be made available and known to employees who have been directly impacted by an emergency or outbreak. Appropriate resources will be made available as soon as possible following the emergency or outbreak. Employees attending defusing/debriefing will be given time off from work without loss of pay to attend or be paid at the applicable rate of pay.

The Employer shall provide as much notice to the employees as is reasonably possible given the circumstances, with clear direction, and a safety plan.

ARTICLE 21 - MATERNITY, PARENTAL / ADOPTION LEAVE, AND OTHER EMPLOYMENT STANDARD LEAVES

21.01 Pregnancy, Adoption and Parental Leave

As per *Employment Standards Act* and a copy of such shall be made available to all employees in the employee staff room. 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 sick leave credits providing the employee is not in receipt of maternity benefits under the *Employment Insurance Act* or any wage loss replacement plan.

21.02 Family Responsibility Leave

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

- (a) The care, health or education of a child in the employee's care or;
- (b) The care or health of any other member of the employee's immediate family or person who permanently resides with the employee in the employee's household as a member of the employees family.

21.03 Compassionate Care Leave

As per *Employment Standards Act* and a copy of such shall be made available to all employees in the employee staff room.

21.04 Leave Respecting the Disappearance of a Child

Employees are entitled to an unpaid leave of up to the maximum set out in the *Employment Standards Act* 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.

21.05 Leave Respecting Death of Child

An employee whose child under 19 years of age dies is entitled to unpaid leave of absence from work up to the maximum set out in the *Employment Standards Act* starting as of the date of death or after a child who has disappeared is found deceased.

21.06 Domestic and Sexual Violence Leave

All employees are entitled to up to 5 days of paid leave and 5 days of additional unpaid leave to seek medical attention, counselling or other social or psychological services, or legal advice, or to seek new housing if they or an eligible person has experienced domestic violence. If necessary, an employee can take up to 15 weeks of additional unpaid leave. Employees can take intermittent hours, partial or full days. The leave does not have to be taken all at once.

21.07 Employment Standards Leaves and Application

The Employer will ensure all leaves provided for in the *BC Employment Standards Act* are provided in accordance with the provisions of the act.

ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY

22.01 Health and Safety Committee

- (a) The Employer and the Union agree to establish an Occupational Health and Safety Committee, as set out in the Industrial Health and Safety Regulations of the *Workers' Compensation Act*, to be comprised of two (2) employee representatives and one (1) Employer representative.
- (b) This Committee will function in accordance with the Industrial Health and Safety Regulations pursuant to the *Workers' Compensation Act*.
- (c) This Committee shall hold regular meetings, but no less than once per month or as necessary and minutes will be kept of all Committee meetings and a copy of these minutes sent to the Employer, the WCB and the Union.
- (d) The Employer shall assume the expense of transporting the employee injured on duty to the nearest physician or hospital for treatment.
- (e) The meetings shall be scheduled on Employer time and employees shall receive straight-time pay if scheduled on a day-off. There shall be no loss of pay or seniority for attending committee meetings.

22.02 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.

22.03 Day of Injury

An employee who cannot complete the shift due to an injury at work shall be paid regular wages for the remainder of the shift.

22.04 Working Alone or in Isolation

The Occupational Health and Safety Committee shall have the mandate to review procedures established by the Employer for checking the well-being of employees working alone or in isolation under conditions which present a risk of disabling injury where the employee might not be able to secure assistance in the event of injury. The Committee shall have the right to make recommendations to the Employer regarding such procedures.

22.05 Respectful Workplace

The Employer will publish a clear policy for promoting and maintaining a working environment in which all persons are treated with respect and dignity. These policies will be accessible to staff and the users of the facility.

22.06 Critical Incident Stress Defusing

Critical incident stress defusing through the RCMP Victim Services Unit shall be made available and be known to employees who have suffered a serious work-related, traumatic incident of an unusual nature. If the Employer requires such a session it will be without loss of pay.

22.07 Return to Work Programs

- (a) The parties recognize that prevention of injuries and rehabilitation of injured employees are equally important goals. The parties further recognize that return to work programs are part of a continuum of injury prevention and rehabilitation.
- (b) The Employer and the Union are committed to a safe return to work program that addresses the needs of each individual employee who participates.
- (c) Return to Work programs will be part of an approved rehabilitation plan.
- (d) Return to Work plans will be in writing with copies sent to the employee and the Union representative.

The parties jointly recognize the importance of confidentiality and will ensure that full confidentiality is provided.

Both parties will agree to adhere to all Privacy Legislation.

ARTICLE 23 - 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 24 - GROUP BENEFITS

24.01 Benefits

The Employer shall pay its share of contribution for eligible employees for extended health, dental, group life and AD&D plans or their equivalent, in the event the Employer changes insurance carriers. Any dispute regarding benefits eligibility or coverage shall be between the employee and the insurer. Disputes regarding benefits eligibility or coverage shall not be the subject of a grievance or arbitration procedure.

24.02 Eligibility

Full and part time regular employees working twenty (20) or more hours a week, shall be eligible for extended health, dental, group life, AD&D plans and MSP.

24.03 MSP

Eligible employees are to apply to Health Insurance BC for regular premium assistance for the British Columbia Medical Services Plan or carrier approved by the British Columbia Medical Services Commission. The Employer shall provide top up to pay 100% of the MSP premiums.

24.04 Dental Plan

The Employer shall contribute seventy percent (70%) of the

Country Village Homes Corp. (The Highlands Retirement Residence) / Hospital Employees' Union – Jul 1, 2023 - Jun 30, 2027

monthly premium for eligible employees, their spouses and dependents provided they are not enrolled in another comparable plan and employees will contribute thirty percent (30%) of the monthly premiums in a plan that will include:

- (a) Basic dental services with a 75/25 co-insurance payment.
- (b) Recall exams every 9 months.
- (c) \$1,500 maximum per calendar year per insured person.

24.05 Extended Health Care/Group Life & AD&D Plan

The Employer shall contribute seventy percent (70%) of the monthly premium for eligible employees, their spouses and dependents provided they are not enrolled in another comparable plan, employees will contribute thirty percent (30%) of the monthly premiums in a plan that will include:

- (a) Life Insurance \$35,000 per member. Spouse: \$5,000, children under the age of 18: \$2,500.
- (b) AD&D flat \$25,000.
- (c) Drugs and EHC with a 75/25 co-insurance payment.
- (d) Drug deductible - dispensing fee.
- (e) Pay direct drug card with annual maximum of \$750 per calendar year per insured person for generic prescription drugs (excludes lifestyle and experimental drugs, such as fertility and diet).
- (f) Vision Care \$300 per person every 24 months.
- (g) Paramedical combined maximum of \$300.
- (h) Paramedical coverage for mental health services as provided in the benefit book at \$500 per person yearly.
- (i) Hearing aids \$500 maximum once every 5 years based on date of first claim.

ARTICLE 25 - PAYMENT OF WAGES

25.01 Rates of Pay

- (a) Employees shall be paid by direct deposit bi-weekly, 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) The Employer shall provide employees with remaining vacation accruals in writing upon request from an employee.
- (d) Employees shall be paid in accordance with Appendix 3.

25.02 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) hours, exclusive of Saturdays, Sundays or holidays.

25.03 In the event that an employee's pay is short of money owed for the pay period and the employee brings the issue to the attention of the manager, the following shall apply:

- (a) If the money owed is less than one-hundred dollars (\$100), the pay shall be added to the next pay period.
- (b) If the money owed is one-hundred dollars (\$100) or greater, the Employer will make every reasonable effort to correct the error and provide a manual check or direct deposit within three (3) business days.

25.04 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.

25.05 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.

25.06 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 sixty-eight cents (\$0.68) per kilometer and shall increase accordingly to any corporate policy increase. Minimum allowance shall be two dollars (\$2).
- (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 26 - 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, if requested.
- (b) When the Employer establishes a new bargaining unit position, it shall provide the Union with job description and the wage rate established by the Employer. Should the Union disagree with the wage rate, the parties shall meet to discuss the matter.

ARTICLE 27 - GENERAL CONDITIONS

27.01 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.

27.02 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.

27.03 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.

27.04 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 28 - DURATION OF AGREEMENT

28.01 Duration

This Agreement shall be for the period from July 1, 2023, up to and including June 30, 2027.

28.02 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 March 30, 2027 but in any event, no later than midnight June 30, 2027.
- (b) Where no notice is given by either Party prior to June 30, 2027, both Parties shall be deemed to have given notice under this section on June 30, 2027.

28.03 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) No strike or lockout. 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*.

28.04 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.

28.05 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.

APPENDIX 1

CASUAL EMPLOYEES

(a) The following Articles of the Collective Agreement shall apply to casual employees:

Definitions

Article 1 - Preamble and Harassment

Article 2 - Bargaining Agent Recognition

Article 3 - Union Security

Article 4 - Union Check-Off

Article 5 - Employer/Union Acquaint New Employees

Article 6 - Management Rights

Article 7 - Employer-Union Relations

Article 8 - Grievance Procedure

Article 9 - Arbitration

Article 10 - Discipline and Dismissal

Article 11 - Seniority

Article 12 - Vacancy Posting

Article 14 - Scheduling

Article 15 - Education

Article 16 - Statutory Holidays

Article 17 - Overtime

Article 18 - Vacation

Article 21 - Maternity, Parental / Adoption Leave, and Other Employment Standard Leaves

Article 22 - Occupational Health and Safety

Article 23 - Adjustment Plan

Article 25 - Payment of Wages

Article 26 - Job Classifications and Wage Rates

Article 27 - General Conditions

Article 28 - Duration of Agreement

Appendices

Appendix 1 - Casual Employees

Appendix 2 - Employees Call-in

Appendix 3 - Wage Rates

(b) The following articles do not apply to casual employees:

Article 13 - Layoff and Recall

Article 19 - Sick Leave

Article 20 - Leaves of Absence

Article 24 - Group Benefits (twenty (20) hours or more a week)

- (c) Casual employees may achieve part-time and/or full-time regular status only by successfully bidding into a permanent vacancy through the posting procedure.
- (d) 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.
- (e) Part-time regular employees and casual employees shall receive four-point-eight percent (4.8%) pay in lieu of Statutory Holidays.
- (f) Vacation entitlement:

Vacation Pay

Casual employees are entitled to vacation pay based on years of service, one year being 1,950 hours. The rate of earned vacation percentage of gross pay to be paid each pay day.

Casual Probationary Period

- (g) Casual employees shall serve a probationary period of four-hundred-and-eighty (480) hours or six (6) months, whichever occurs first worked. During the probationary period, casual employees may be discharged at the sole discretion of the Employer.
- (h) A casual employee who has not completed probation under this clause and who is reclassified as a regular employee shall continue to serve a probationary period pursuant to its definition in the Collective Agreement.

APPENDIX 2

EMPLOYEES CALL-IN

A. Call-Ins

- I. Scheduled shifts or a block of shifts, shall be staffed by qualified employees on the basis of seniority in the following order:
 - a. Part-time regular employees who are not scheduled to work on the day the shift(s) or block of shift(s) are available (subject to Article G).
 - b. Casual employees who are not scheduled to work on the day the shifts(s) or block of shift(s) are available (subject to Article G).
- II. Eligible employees will be contacted by telephone.
- III. All calls shall be recorded in a log book showing the initial of the person making the phone call, the employee called, the shift they are being called to fill, the time the call was made and 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 book.
- IV. The Employer shall be entitled to fill the shift with the first qualified employee who accepts the shift(s) or block of shift(s).
- V. An employee may not be called, if the shift would result in overtime.

B. A casual employee seniority list shall be prepared every 4 weeks. This list shall determine casual employee's seniority for the above purposes until it is replaced.

C. A casual/part-time employee shall be entitled to register for work in any job classification in any department for which they have the qualifications to perform.

Casual/part-time employees registered for casual work shall notify the Employer two (2) consecutive pay periods in advance of the dates and time they will be available to work in

the upcoming two (2) pay periods.

The Employer shall be obliged to call a casual employee 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.

- 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 for 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. Where a block of four or more shifts become available, it shall be offered to part-time employees 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.

H. Employees who are laid off in accordance with Article 13 of the Collective Agreement will have the option of having their name included on the Casual call-in list for their department. Such laid off employees shall notify the Manager in writing of their desire to be placed on the call-in list.

I. **Scheduling and Overtime**

- i) Casual and part-time employees registered for the casual list are permitted to pick up an additional two (2) shifts within a four (4) week period.
- ii) **Scheduling:** The Employer shall post work schedules for a minimum of 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-two (22) days in a four (4) week period.
- iii) **Overtime:** Employees working more than six (6) consecutive days or more than twenty-two (22) days in a four (4) week period shall be paid overtime rates for such time worked in excess.

APPENDIX 3

Wage Rates

4 year term

July 1, 2023 through June 30, 2027

Classification		Current	July 1, 2023	Jan 1, 2024	July 1, 2024
			1.75%	1.75%	1.50%
Food Service Supervisor *	Start	\$25.87	\$26.32	\$26.78	\$27.18
Cook	Start	\$22.20	\$22.59	\$22.99	\$23.33
	975 Hours	\$22.53	\$22.93	\$23.33	\$23.68
	1,950 Hours	\$22.87	\$23.27	\$23.68	\$24.04
Guest Attendant	Start	\$17.35	\$17.65	\$17.96	\$18.23
	975 Hours	\$17.92	\$18.23	\$18.55	\$18.83
Housekeeper	Start	\$17.39	\$17.69	\$18.00	\$18.27
	975 Hours	\$17.96	\$18.27	\$18.59	\$18.87

Classification		Jan 1, 2025	July 1, 2025	Jan 1, 2026	July 1, 2026	Jan 1, 2027
		1.50%	1.50%	1.50%	1.50%	1.50%
Food Service Supervisor *	Start	\$27.59	\$28.00	\$28.42	\$28.85	\$29.28
Cook	Start	\$23.68	\$24.04	\$24.40	\$24.77	\$25.14
	975 Hours	\$24.04	\$24.40	\$24.77	\$25.14	\$25.52
	1,950 Hours	\$24.40	\$24.77	\$25.14	\$25.52	\$25.90
Guest Attendant	Start	\$18.50	\$18.78	\$19.06	\$19.35	\$19.64
	975 Hours	\$19.11	\$19.40	\$19.69	\$19.99	\$20.29
Housekeeper	Start	\$18.54	\$18.82	\$19.10	\$19.39	\$19.68
	975 Hours	\$19.15	\$19.44	\$19.73	\$20.03	\$20.33

Country Village Homes Corp. (The Highlands Retirement Residence)/Hospital Employees' Union – Jul 1, 2023 - Jun 30, 2027

Increment Steps: All hours worked as "Cook" shall count toward the Guest Attendant increment steps.

The Bus Driver position shall be removed from the Bargaining Unit.

* The Food Services supervisors wage adjustment is inclusive of the day premium and is not included for the position.

SHIFT PREMIUMS

Employees working the full eight (8) hour night shift shall be paid a shift differential of one dollar fifty cents (\$1.50) per hour for the entire shift worked. 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).

Day Shift Premium:

Employees who work the majority of their shift between 7 a.m. and 3 p.m. shall have their entire shift paid a day premium of \$1 per hour.

Afternoon Shift Premium:

Employees who work any hours between 8 p.m. and 11 p.m. shall be paid a premium of \$1.50 per hour for these hours worked.

No employee currently at the top tier of a wage grid will be lowered as a result of this agreement.

LETTER OF UNDERSTANDING #1

BETWEEN

**COUNTRY VILLAGE HOMES CORP. (DBA)
THE HIGHLANDS RETIREMENT RESIDENCE**

AND

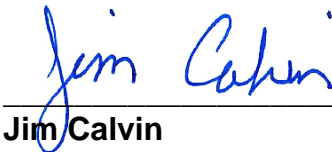
HOSPITAL EMPLOYEES' UNION (HEU)

Re: Night Shift

The Union acknowledges the current practice of two (2) bargaining unit "awake" night shifts and five (5) non-bargaining unit "sleep" shifts.

The Employer commits to covering the "awake" shifts per the collective bargaining agreement using the casual call-out procedure.

**SIGNED ON BEHALF OF
THE UNION:**



Jim Calvin
HEU Negotiator

Date: May 8, 2024

**SIGNED ON BEHALF OF
THE EMPLOYER:**



Cindy Makarenko
Approved Signing Officer

Date: May 21, 2024

LETTER OF UNDERSTANDING #2

BETWEEN

COUNTRY VILLAGE HOMES CORP. (DBA)
THE HIGHLANDS RETIREMENT RESIDENCE

AND

HOSPITAL EMPLOYEES' UNION (HEU)

Re: **Certain Employee Working Night Shift**

Currently there is one employee whom holds the weekend night shift position (the incumbent). This agreement will specifically and only cover that employee.

The incumbent will be able to work the weekend night shift in the same manner currently in place for them – specifically Friday and Saturday night shifts, and will continue with the current practices in place for them. During these shifts the employee does not attract the night shift premiums.

Any hours during which the employee is scheduled work duties by the Employer (example: snow removal, laundry, etc.), they will receive the night shift premium during all such hours so scheduled.

When the Employer calls out back fill for the incumbent, the Employer will specifically state if the shift being offered is scheduled in the same manor or if the shift is being scheduled with duties specified. In the case that the shift is the exact same duties the night shift premium will only apply as above. Where the replacement shift has full duties included, the night shift premium will be paid for the shift in accordance with the Collective Agreement.

**SIGNED ON BEHALF OF
THE UNION:**



Jim Calvin
HEU Negotiator

Date: May 8, 2024

**SIGNED ON BEHALF OF
THE EMPLOYER:**



Cindy Makarenko
Approved Signing Officer

Date: May 21, 2024

LETTER OF UNDERSTANDING #3

BETWEEN

**COUNTRY VILLAGE HOMES CORP. (DBA)
THE HIGHLANDS RETIREMENT RESIDENCE**

AND

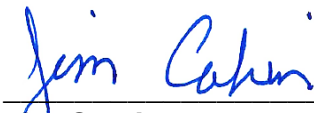
HOSPITAL EMPLOYEES' UNION (HEU)

Re: Article 14.03 Minimum Hours for Casual Work Call In

The parties agree that for casuals and casual call-in work only, the following will apply:

- The provisions of Article 14.03 will apply to all regular full-time employees and to the scheduled shift of all part-time employees.
- This agreement is only applicable to casual call-in work.
- The Employer will make every effort to combine all work available for casuals into blocks of 4 or more hours.
- Where the Employer is not able to combine the work into blocks of 4 or more hours, they will be able to offer casual shifts to casuals and part-time employees picking up extra work in a shift of no less than 3 hours, and filled in accordance with the Collective Agreement.
- Casuals and part-time employees reporting for casual call-in work shall be paid a minimum of 3 hours when reporting for work, or the actual duration of the shift, whichever is greater.

**SIGNED ON BEHALF OF
THE UNION:**



Jim Calvin
HEU Negotiator

Date: May 8, 2024

**SIGNED ON BEHALF OF
THE EMPLOYER:**




Cindy Makarenko
Approved Signing Officer

Date: May 21, 2024

**SIGNED ON BEHALF OF
THE UNION:**

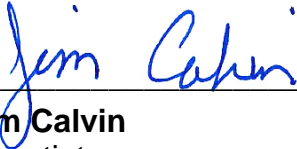
**SIGNED ON BEHALF OF
THE EMPLOYER:**



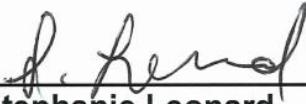
Bill Pegler
Coordinator of Private Sector
& Special Projects



Cindy Makarenko
Approved Signing Officer
Country Village Homes Corp.



Jim Calvin
Negotiator



Stephanie Leonard
Bargaining Committee Member

Date: May 8, 2024

Date: May 21, 2024