

COLLECTIVE AGREEMENT
BETWEEN
THE RENAISSANCE RESORT
RETIREMENT LIVING INC.
AND
HOSPITAL EMPLOYEES' UNION



July 1, 2020 – June 30, 2024

Note: underlined text is new language for 2020-2024

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BETWEEN:

THE RENAISSANCE RESORT RETIREMENT LIVING INC.
(Herein after called "the Employer")

AND:

HOSPITAL EMPLOYEES' UNION (Herein after called "the Union"), representing the employees of the Employer who are affected by this Agreement and for whom it has been certified as the sole bargaining agency.

ARTICLE 1 - PREAMBLE

1.01 Preamble

WHEREAS the right of the residents to uninterrupted, skillful and efficient care cannot be questioned, and it is obligatory upon the Employer and its employees that efficient operation of the Employer's business be maintained, and to effect this, it is important that harmonious relations be continued between the Employer and its employees;

AND WHEREAS the Union is a trade union formed by and including certain employees of the Employer;

AND WHEREAS 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 WHEREAS the parties hereto, with the desire and intention of making their relationship more harmonious and profitable, have concluded to make provision herein for all collective bargaining matters and matters of mutual interest, including wages, hours, working conditions and the adjustment of grievances, with respect to the employees of the Employer for whom the Union has been certified as bargaining agent;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the

parties hereto in consideration of the mutual covenants hereinafter contained, agree each with the other as follows:

1.02 No Discrimination

- (a) The Employer and the Union subscribe to the principles of the *Human Rights Code* of British Columbia.
- (b) The Union and the Employer recognize the right of employees to work in an environment free from harassment, including sexual harassment, and the Employer shall take such actions as are necessary with respect to any person employed by the Employer engaging in sexual or other harassment in the workplace.
- i) Sexual harassment is defined as any comment or conduct of a sexual nature that is known or ought reasonably to be known to be unwelcome and shall include, but is not limited to:
- Sexual solicitation or advances; inappropriate touching or sexual comments; or
 - Any threat of reprisal which might reasonably be perceived as placing a condition on employment by a person in authority.
- ii) Other harassment is defined as: verbal threats and/or verbal abuse; derogatory comments that ought reasonably to be known to be offensive, physical threats and/or physical abuse; psychological abuse; intimidation; and gender or ethnic based jokes, insults or taunting, or bullying.
- iii) Bullying is any repeated or systematic behavior - physical, verbal or psychological including shunning - which would be seen by a reasonable person as intending to belittle, intimidate, coerce or isolate another person.
- iv) Nothing in the above definitions or any application thereof is intended to reduce, restrict or fetter the Employer's right and ability to manage and/or discipline its employees.
- c) The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee for reason of

membership or activity in the Union.

1.03 Complaints Investigation

An employee, who complains of harassment under the provisions of this article or the *Human Rights Code* of British Columbia, may refer the complaint to either one of the following processes:

- (a) where the complaint pertains to the conduct of an employee within the HEU bargaining unit it shall be referred to G. Brodsky, H. Jensen, J. Henderson (Complaints Investigator);
or
- (b) where the complaint pertains to the conduct of a person not in the HEU bargaining unit it shall be referred to S. Moore, P. Janzen (Complaints Investigator).

When a complaint is received under either (a) or (b) above, the appropriate Complaint Investigator shall:

- i) investigate the complaint;
- ii) determine the nature of the complaint; and
- iii) make written recommendations to resolve the complaint.

ARTICLE 2 - RECOGNITION OF THE UNION

2.01 Sole Bargaining Agency

The Employer recognizes the Union as the sole bargaining agency on behalf of the employees for whom the Union has been certified as bargaining agent with respect to wages, hours of work, terms and conditions of employment during the life of this Agreement.

In furtherance of the above, the Employer shall provide an on-site, accessible, file cabinet with keys for the sole use of the Union.

2.02 Union Shop

All employees who are covered by the Union's Certificate of Bargaining Authority shall maintain membership in the Union as a

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

Where the Employer has knowledge of an employee failing to maintain Union membership, or the check-off of Union Dues, the Employer shall so advise the Union and, in turn, the Union shall advise the employee in writing. When the Employer is advised by the Union of non-compliance of either of the above, the Employer shall terminate the services of the employee within thirty (30) days of written advice as noted above.

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

- Article 7.04 - Grievance Procedure
- Article 7.05 - Dismissal/Suspension for Alleged Cause

2.03 Union Check-Off

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

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

by this paragraph as applicable to the specified effective date.

The Employer shall provide the Union's Provincial Office with a list of all employees hired, and all employees who have left the employ of the Employer (who shall be designated as terminated and shall include discharges, resignations, retirements and deaths) in the previous month along with a list of all employees in the bargaining unit and their employee status and the amount of dues or equivalent monies currently being deducted for each employee. Such information shall be provided in an electronic format, such as Microsoft Excel, and shall be provided securely in a fashion agreeable to both parties.

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 2.02.

The Employer shall supply each employee, without charge, a receipt in a form acceptable to Revenue Canada for income tax purposes which receipt shall record the amount of all deductions paid to the Union by employees during a taxation year. The receipts shall be delivered to employees prior to March 1st of the year following each taxation year by way of the Employer's electronic pay system.

Twice every calendar year in the second pay period in January and July, the Employer shall provide to both the Secretary-Treasurer of the Local and the Secretary-Business Manager of the Union, a list of all employees in the bargaining unit, their job titles, addresses and their telephone numbers known to the Employer. Such information shall be provided in an electronic format, such as Microsoft Excel, and shall be provided securely in a fashion agreeable to both parties to: memberupdates@heu.org.

2.04 Induction

The Employer shall provide a copy of this agreement to newly hired employees within the first thirty (30) days of employment and

shall introduce newly hired employees to a Union Shop Steward in the workplace. The Shop Steward will be given an opportunity, not to exceed fifteen (15) minutes, to talk to the new employee. The new employee and the Shop Steward will not have wages or benefits deducted during this time.

2.05 Shop Stewards

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

- (a) Shop Stewards may be appointed by the Union.
- (b) The Employer is to be kept advised of all Shop Steward appointments.
- (c) One (1) Shop Steward shall be appointed by the Union as Chief Shop Steward who may present or assist in the presentation of any grievance.
- (d) Union business may be transacted on the Employer's property and/or during business hours with the prior approval of the Employer. Approval shall not be unreasonably denied. When the absence of a Shop Steward would unduly disrupt the operation of the Employer's business, such Shop Steward may be refused leave of absence to transact Union business, in which case the Employer shall arrange as soon as possible an alternative work time for the Shop Steward to conduct the Union business.

ARTICLE 3 - DEFINITIONS

Common-Law Spouse

Two people who have cohabited as spousal partners for a period of not less than one (1) year.

Gender Neutral and Singular/Plural

This agreement is intended to be gender neutral and is to be interpreted on that basis where the context permits. Whenever the singular or plural is used in this agreement, it shall be construed as meaning the singular or plural where the context permits.

ARTICLE 4 - MANAGEMENT RIGHTS

The management of the Employer's business, and the direction of the working forces including, but not limited to, the hiring, firing, promotion and demotion of employees, is vested exclusively in the Employer, except as may be otherwise specifically provided in this Agreement.

Without limiting the generality of the foregoing, the Union agrees that all employees shall be governed by all rules of general application 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 - STRIKES, LOCKOUTS, LEGAL PICKET LINES

5.01 No Strikes or Lockouts

During the term of this Agreement, there shall be no strike action by any bargaining unit employee, the Union or any person acting on behalf of the Union, whether or not such strike action has been authorized by the Union; nor shall the Employer lock-out bargaining unit employees.

5.02 Legal Picket Line

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

ARTICLE 6 - UNION MANAGEMENT COMMITTEE

6.01 Union/Management Meetings

The parties shall every three months, or as occasion warrants, meet for the purpose of discussing and attempting to resolve any grievance or dispute arising between them. Each side may have up to three (3) representatives at meetings under this article. For the Union, this shall be two (2) persons who are employees of the

Employer, and the Secretary-Business Manager, or the employee representative.

The party requesting Union/Management meeting shall inform the other party of the matters it wishes to discuss, at the time of making such request. The parties shall develop an agenda prior to the meeting.

6.02 Attendance at Committee meetings held during an employee's scheduled work hours shall be considered as time worked and shall be paid at straight-time wages. Time spent by employees attending Committee meetings during off hours shall not be considered as time worked, but shall be paid at straight-time wages.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 Union Representation

Shop Stewards shall be permitted to represent an employee's interests, without loss of pay, when such meetings are scheduled during the Shop Steward's hours of work, subject to Article 2.05.

7.02 Grievance Investigations

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.

Where an employee has asked or is obliged to be represented by the Union in relation to the presentation of a grievance and a Shop Steward wishes to discuss the grievance with that employee, the employee and the Shop Steward shall be given reasonable time off without loss of pay for this purpose when the discussion takes place during their hours of work, subject to Article 2.05.

No meeting shall take place between the Employer and an employee, where disciplinary action is to be taken or where the

Employer is investigating whether disciplinary action should be taken, without the Employer specifically advising the employee that they have the right to representation by a Shop Steward. If an employee elects Union representation, then the meeting will not proceed until such representation is available, providing that the Union representative be available for participation in such investigatory interview within twenty-four (24) hours. Where the Employer fails to so advise the employee, any disciplinary action taken with respect to such meeting shall be rendered null and void.

No meeting shall take place under this article without reasonable advance notice, including the purpose of the meeting and the fact that the meeting may lead to discipline, being given to the member.

7.03 Right to Grieve Disciplinary Action

- (a) Disciplinary action grievable by the employee shall include written censures, letters of reprimand, and adverse reports or performance evaluation. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record. The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing or within a reasonable period thereafter.
- (b) Upon written request, any disciplinary document, other than official evaluation reports, will be removed from an employees' personnel file, after eighteen (18) months have expired from the date such document was placed therein—provided there have been no other disciplinary documents of a similar nature placed in the employee's file during such period. Leaves of absence in excess of sixty (60) days will not be considered applicable towards the eighteen (18) month period.

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

7.04 Grievance Procedure

Grievances

A grievance is defined as any difference between the parties arising out of the interpretation and/or the application of this agreement, including but not limited to; any questions as to whether a matter is arbitrable, or; any difference concerning the dismissal, discipline, suspension, or adverse performance appraisal or report. A general grievance is defined as one which affects the collective interests of the bargaining unit, rather than the interests of a particular griever.

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

Either party to this agreement may lodge a grievance with the other party.

STEP ONE:

The employee, with or without a Shop Steward or Union Committee member (at the employee's option), shall first discuss the grievance with the General Manager designated by the Employer for that purpose within seven (7) calendar days of the occurrence of the grievance. If the grievance is not settled at this step, then:

STEP TWO:

The grievance shall be reduced to writing, signed by the employee

(griever) and a Shop Steward and shall be presented to the designated General Manager by a Shop Steward, who shall discuss the grievance. The Regional Manager, or designate and the griever may be present during this discussion. Within seven (7) calendar days of receipt of the written grievance, at this step, the Employer shall give their written reply. If the grievance is not settled at this step, then:

STEP THREE:

The Union/Management Committee 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 provide to the other a statement of facts and copies of all relevant documents. The findings or decisions of the Employer shall be presented to the Union in writing within seven (7) calendar days of the meeting. If the grievance is not settled at this step, either party may refer the grievance to arbitration under Article 9 within thirty (30) calendar days.

The Employer agrees that their representatives at the Step 3 meeting have the authority to resolve the grievance.

When the Employer has a grievance, it shall forward it to the Union, in writing, within seven (7) calendar days of the occurrence of the grievance. The Union shall make itself available to meet with the Employer to discuss the grievance within twenty-one (21)) calendar days, following its receipt of same, if the grievance is not settled within seven (7) calendar days following this discussion, either party may submit the matter to arbitration for final resolution under Article 9.01(a).

7.05 Dismissal/Suspension for Alleged Cause

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.

Employees shall not be dismissed or suspended except for just and reasonable cause.

7.06 Reinstatement of Employees

If, prior to the constitution of an Arbitration Board pursuant to Article 8, it is found that an employee was laid off in violation of this Agreement, or disciplined, or dismissed without just and reasonable cause, that employee shall be reinstated by the Employer without loss of pay with all of their rights, benefits and privileges which they would have enjoyed if the lay-off, discipline or discharge had not taken place.

7.07 Time Limits

The time limits prescribed in the grievance and arbitration procedures may be extended by mutual agreement of the parties in writing. Requests for time limit extensions shall not be unreasonably denied by either party.

7.08 Grievance Troubleshooter

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, during the term of the Collective Agreement,

- Elaine Doyle
- Chris Sullivan
- H. Laing
- Vincent L. Ready
- Rod Germaine
- C. Bruce
- Wayne Moore
- Robert B. Blasina

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 five (5) days of the date of receipt of the request, and for those five (5) days from that date, time does not run in respect of the grievance procedure.

In the event the parties are unable to agree on an Industry Troubleshooter within a period of thirty (30) days from the date 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 party shall pay its own expenses and costs and one-half (½) of the compensation and expenses of the Troubleshooter.

ARTICLE 8 - EXPEDITED ARBITRATION

8.01 Roster

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

- Christopher Sullivan
- Elaine Doyle
- Marguerite Jackson
- Vincent L. Ready
- D. McPhillips
- Ken Saunders

8.02 Expedited Arbitrations

8.02.01 Issues for Expedited Arbitration

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

8.02.02 Expedited Schedule

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

8.02.03 Location of Hearing

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

8.02.04 Agreed to Statement of Facts

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

8.02.05 Procedure

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

8.02.06 Issuance of Report

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

ARTICLE 9 - ARBITRATION

9.01

(a) Composition of Board

Should the parties fail to settle any difference, 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 Relations Code* of British Columbia.

- Emily Burke
- Karen Nordlinger
- Chris Sullivan
- Wayne Moore
- Julie Nichols
- Ken Saunders

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

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

The decision of the said arbitrator made in writing in regard to any differences, shall be final and binding upon the Employer, the Union, and the employees concerned.

(b) Dismissal/Suspension

If the dismissal or suspension of an employee for alleged cause is not settled at Step Three of the grievance procedure, such grievance shall be referred to the arbitration, determination and award of an Arbitration Board of one (1) member. The list of arbitrators and selection process shall be as set out in Article 9.01(a).

Should the parties fail to agree on an arbitrator within fourteen (14) calendar days from the date the matter was first referred

to arbitration, either party may request the Minister of Labour of the Province of B.C. to make such appointment.

The parties agree to make every effort to have the matter heard by an arbitrator as expeditiously as possible following the referral to arbitration.

The arbitrator shall hear and determine the dispute and issue a written decision to the Parties.

The decision of the arbitrator shall be final and binding upon the parties. Upon receipt of the decision, either party may request written reasons for the decision.

The parties agree that the time limits for appeal under the *Labour Relations Code* of B.C. shall commence with the issuance of written reasons for the decision.

9.02 Employee Called as a Witness

The Employer shall grant leave without loss of pay to employees required to give evidence at an arbitration under this article, provided the employee involved is normally scheduled to work during the period in question. Where possible they will be required to complete the balance of their regular shift on that day provided the Employer so requires and doing so does not exceed eight (8) hours.

9.03 Arbitration Board Hearings

The Employer shall grant unpaid leave to a reasonable number of employees representing the Union before an Arbitration Board. When the absence of any employee under this section would disrupt the operation of the Employer's business, such leave of absence may be refused.

9.04 Expenses of Arbitration Board

Each party shall bear the expenses of the arbitrator appointed by such party, and shall pay half of the expenses of the Chairperson

and of the stenographic and other expenses of the Board, unless paid by the Labour Relations Board of the Province of British Columbia.

9.05 Reinstatement of Employees

If the Arbitration Board finds that an employee has been laid off in violation of this agreement or unjustly suspended or discharged, that employee shall be reinstated by the Employer and the Board may order that their reinstatement be without loss of pay, and with all their rights, benefits and privileges which they would have enjoyed if the lay-off, suspension or discharge had not taken place.

Provided, however, if it is shown to the Board that the employee has been in receipt of wages during the period between lay-off, suspension or discharge and reinstatement, the amount so received shall be deducted from wages which may be payable by the Employer pursuant to this clause, less any expenses which the employee has incurred in order to earn the wages so deducted.

ARTICLE 10 - DEFINITION OF EMPLOYEE STATUS

10.01 Regular Full-Time Employee

A regular full-time employee is one who works full-time on a regularly scheduled basis. Regular full-time employees accumulate seniority as defined in Article 13.01 and are entitled to all benefits of this Agreement.

10.02 Regular Part-Time Employee

A regular part-time employee is one who works less than full-time on a regularly scheduled basis. Regular part-time employees accumulate seniority as defined in Article 13.01 and are entitled to the benefits of this Agreement, such benefits to be pro-rated on the basis of the percentage of full-time hours each such employee actually works, inclusive of extra hours worked under the casual provisions, where applicable.

10.03 Casual Employee

A casual employee is one who is not regularly scheduled to work and accumulates seniority on an hourly basis and is entitled to such benefits as outlined in this Collective Agreement including Article 46. Casual employees shall be employed only to relieve in positions occupied by regular full-time and regular part-time employees provided that a casual employee shall not be used for a period in excess of 60 days in any one position.

10.04 Regular Work force

The terms regular work force and regular employees as used in this Agreement refer to the complement of regular full-time and regular part-time employees who may be employed at any point in time.

10.05 Restriction of Employee Status

The status of all employees covered by this Agreement shall be defined under one of the preceding three definitions. If a dispute arises over the proper allocation of employee status, such dispute shall be resolved through the Grievance Procedure (Article 7).

10.06 Reclassification

A Casual employee who works an average of at least twenty (20) hours per week for twelve (12) consecutive weeks or more in any one position shall have their status reclassified as part-time or 37.5 hours for full-time, based on the average number of hours worked during the twelve (12) weeks. Hours worked in relief of a regular employee on vacation, sick leave, or approved leave of absence will not count towards reclassification.

A part-time employee who works full-time (an average of 37.5 hours) for twelve (12) consecutive weeks or more in any one position shall have their status reclassified as full-time. Hours worked in relief of a regular employee on vacation, sick leave, or approved leave of absence will not count towards reclassification.

ARTICLE 11 - PROBATIONARY PERIOD

11.01 For the first three (3) calendar months of continuous service with the Employer, a regular full-time 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) calendar month provided written reasons are given for requesting such extension. 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 in the probationary period when determined necessary by the Employer.

11.02 For the first four-hundred-fifty (450) hours or four (4) calendar months, whichever occurs first, of continuous service with the Employer, a regular part-time employee shall be a probationary employee. By written mutual agreement between the Employer and the Union, the probationary period may be extended by one-hundred-and-fifty (150) hours provided written reasons are given for requesting such extension. 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 in the probationary period when determined necessary by the Employer.

11.03 For the first four-hundred-fifty (450) hours of continuous service with the Employer, a casual employee shall be a probationary employee. By written mutual agreement between the Employer and the Union, the probationary period may be extended by one-hundred-and-fifty (150) hours provided written reasons are given for requesting such extension. 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 in the probationary period when determined necessary by the Employer.

11.04 During the probationary period, an employee may be terminated if they are found to be unsuitable for continued employment on the basis of bona fide work related reasons.

11.05 Upon completion of the probationary period, the initial date of employment shall be the anniversary date of the employee for the purpose of determining perquisites.

ARTICLE 12 - EVALUATION REPORTS, PERSONNEL FILES

12.01 Evaluation Reports

Where a formal evaluation of an employee's performance is carried out, the employee shall be provided with a copy to read and review. Provision shall be made on the evaluation form for an employee to sign it. The form shall provide for the employee's signature in two (2) places, one indicating that the employee has read and accepts the evaluation, and the other indicating that the employee disagrees with the evaluation. The employee shall sign in one of the places provided within seven (7) calendar days of being presented with the evaluation. No employee may initiate a grievance regarding the contents of an evaluation report unless the signature indicates disagreement with the evaluation. The employee shall receive a copy of the evaluation report at the time of signing. An evaluation report shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure.

12.02 Personnel File

An employee, or the Secretary-Business Manager of the Union, (or their designated representative), with the written authority of the employee, shall be entitled to read, review, and be provided with a copy of any document in the employee's personnel file, in

the office in which the file is normally kept, in order to facilitate the investigation of a grievance or an employee may review their file for personal reference.

The employee or the Secretary-Business Manager of the Union (or their designated representative), as the case may be, shall give the Employer seven (7) days' notice prior to examining the file.

The personnel file shall not be made public or shown to any other individual without the employee's written consent, except in the proper operation of the Employer's business and/or for the purposes of the proper application of this Agreement.

ARTICLE 13 - SENIORITY

13.01 Definition

For purposes of this Agreement, regular employees shall accumulate seniority from the date of hire pursuant to Article 10 and shall include time prior to the Union's certification. For employees hired into a regular position, their seniority date will be their date of hire. For an employees hired as a casual employee who subsequently becomes a regular employee, their seniority date will be established as per Article 46.10.

13.02 Promotion, Transfer, Demotion, Layoff

In the promotion, transfer, non-disciplinary demotion or layoff of regular employees, the required qualifications, experience, skill, ability and efficiency including initiative shall be the determining factors. Where the above factors are relatively equal, seniority will be the determining factor.

13.03 Qualifying Period

If a regular employee is promoted, voluntarily demoted, or transferred to a different job within the bargaining unit then such employee shall serve a qualifying period in their new job for a period of three (3) months.

In no instance during the qualifying period shall such an employee lose seniority or perquisites. However, if a regular employee has been promoted, voluntarily demoted or transferred and during the aforementioned three (3) month qualifying period is found unsatisfactory in the new position, then the promoted, voluntarily demoted or transferred employee shall be returned to their former job and rate of pay before the promotion, voluntary demotion or transfer took place, without loss of seniority, and any other employee hired, promoted, voluntarily demoted or transferred because of the rearrangement of jobs, shall be returned to their former job and pay rate without loss of seniority and accrued perquisites as applicable.

An employee who requests to be relieved of a promotion, voluntary demotion, or transferred during the qualifying period in the new job shall return to the employee's former job without loss of seniority or perquisites on the same basis as outlined in paragraph (2) of this Section.

13.04 Temporary Promotion or Transfer

An employee granted a temporary promotion, transfer or demotion shall return to their former job and pay rate without loss of seniority and accrued perquisites when the temporary promotion, transfer or demotion terminates.

13.05 Re-employment after Voluntary Termination or Dismissal for Cause

Where an employee voluntarily leaves the Employer's service, or is dismissed for cause and is later re-engaged, seniority and all perquisites shall date only from the time of re-employment.

13.06 Seniority Dates

Upon request, the Employer agrees to make available to the Union the seniority dates of any employees covered by this Agreement. Such seniority dates shall be subject to correction for error on proper representation by the Union.

13.07 Loss of Seniority

Loss of Seniority

Seniority shall terminate and an employee shall cease to be employed by the Employer when they:

- a) Voluntarily quits or retires their employment;
- b) Is absent from work more than thirty six (36) months by reason of illness or other physical disability and there is no reasonable likelihood the employee will return to work within the near future;
- c) Is discharged and is not reinstated through the grievance or Arbitration procedure;
- d) Is absent from work in excess of three (3) scheduled working days without reasonable cause or without notifying the Employer of their intended absence;
- e) Is off the payroll or on layoff for a continuous period of twelve (12) months;
- f) Fails to notify the Employer of their intention to work within seven (7) days of being notified of recall by registered mail or fails to return to work within ten (10) working days after being notified of recall;
- g) Fails to return to work upon the termination of an authorized leave of absence unless a reasonable explanation is given acceptable to the Employer;
- h) Accepts gainful employment with any other Employer while on an approved medical leave of absence without first obtaining the consent of the Employer in writing;
- i) If a "casual" employee refuses to pick up or give availability for a period of three (3) months.

ARTICLE 14 - JOB DESCRIPTIONS

14.01 The Employer shall maintain up to date job descriptions for all classifications listed in Schedule "A". Employees will be assigned work consistent with their job descriptions. Existing job descriptions will not be altered without advance notice to the Union. Upon request, the parties will meet to consider input and alternatives proposed by the Union, but this shall not delay the

implementation of the change.

14.02 When a new bargaining unit classification is established by the Employer, or a substantial permanent change is made to an established classification, the new/changed job descriptions shall be presented in writing to the Secretary-Business Manager, or their designate, and the Local Chairperson, and shall become the recognized job descriptions unless written notice of objection thereto is given by the Union within thirty (30) calendar days.

14.03 Where the Union objects, it shall provide specific details of its objections which shall be limited to whether: (a) the procedure whereby the job shall have been established has been followed; (b) the job description accurately describes the type of duties, level of responsibilities and required qualifications of the job; (c) the job is properly remunerated in relation to the existing wage schedule on the basis of internal relativity and (d) any qualifications established for the job are relevant and reasonable.

14.04 The parties shall meet to discuss the Union's objections. If the parties fail to resolve the Union's objections within fourteen (14) calendar days after such discussions were initiated, either party may refer the matter to arbitration for resolution under Article 8.

14.05 The Employer, upon request from an employee, shall provide a copy of the job description for the position/job that the employee is currently employed in.

ARTICLE 15 - JOB POSTINGS AND APPLICATIONS

15.01 The Employer shall post notice of all vacancies describing the position, hours of work, shift rotation, location of the position, 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.

The Employer will maintain a process for blanket applications for any vacancy. The employee must be on an approved leave in order to put in a blanket application for any vacancy.

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 60 calendar days or more.

15.02 The successful candidate must first meet the required qualifications and then the position will be awarded in accordance with the following determining factors which shall have equal weight:

- a) Past performance
- b) Seniority

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

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

15.03 The Employer reserves the right to fill any positions on a temporary basis for a period not to exceed sixty (60) days or while the posting process is underway and until the final selection is made.

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

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

15.06 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.

15.07

The Employer agrees to supply to the Union the names of all applicants for a vacancy or new position in the course of a grievance investigation.

ARTICLE 16 - TECHNOLOGICAL CHANGE

16.01 Definition

Technological change is defined as a change in equipment or a change in method of operation which results in the permanent displacement of one (1) or more members of the bargaining unit.

16.02 Notice

The Employer will give the union and affected employees as much advance notice of technological change as is operationally possible. The Employer agrees to meet with the Union, as expeditiously as possible following its receipt of such notice, to discuss the change.

16.03 Technological Displacement

Normal turnover of staff shall be utilized to absorb employees displaced by technological change, provided operational requirements permit. If displaced employees cannot be absorbed by normal turnover and layoffs become necessary, Article 17 shall apply.

ARTICLE 17 - REDUCTION IN WORK FORCE

17.01 The parties acknowledge a common goal and intent of providing employment to employees. As such, it is the intent of the parties to avoid displacement of employees. The Employer will make every effort to avoid reductions in force, reductions in hours, and/or job elimination. If, after exercising every effort to avoid layoff, it is necessary to conduct a layoff then such layoff shall be undertaken as set forth below.

17.02 Layoff Defined

A layoff is deemed to have occurred when a regular position is eliminated with the result that a regular employee is declared redundant, or the normal hours worked by a regular employee are permanently reduced.

17.03 Layoff Order

Regular employees shall be laid off within each classification, in reverse order of their seniority.

17.04 Layoff/Displacement Notice

- (a) The Employer shall notify regular employees, who are to be permanently laid off or permanently displaced under Article 16, the following notice:
 - i) Less than five (5) years continuous service: one (1) month.
 - ii) More than five (5) years continuous service: one(1) month, plus one (1) additional week for each year of continuous employment in excess of five (5) years, to a maximum total notice of eight (8) weeks.
- (b) When a regular employee is not given opportunity to work during such notice period, they shall be paid for those days upon which work was not made available.
- (c) Notice of lay-off shall not apply where the Employer can establish that the lay-off results from an act of God, fire or flood, or other cause reasonably beyond its control.

17.05 Bumping Rights

- (a) Regular employees, who are subject to layoff/displacement, may exercise their seniority by bumping a less senior employee, provided the employee seeking to bump has the required qualifications, skill and ability.
- (b) Laid-off/displaced employees must notify the Employer that they intend to bump within five (5) working days once the receipt of all bumping options/rights have been provided by the Employer. Failure to do so shall result in the loss of the laid-off employee's bumping rights.

17.06 Recall Period

- (a) Regular employees who are laid off/displaced and who do not bump, shall be placed on the recall list, in seniority order for twelve (12) consecutive calendar months from the date of their layoff.
- (b) Laid-off/displaced employees who are recalled within their twelve (12) month recall period shall be credited with their previous seniority and service for purposes of vacations and other benefits based upon length of service.

17.07 Recall Period and Procedure

- (a) The Employer shall specify the time the recalled employee is to report for work.
- (b) Employees who fail to report within seven (7) days after being contacted by the Employer, or who fail to report for work at the time specified by the Employer, shall have their names removed from the recall list.
- (c) Employees, who are required to give up to two (2) weeks' notice to another employer, shall be deemed to be in compliance with this seven (7) days requirement, and they shall report for work immediately following completion of the minimum notice period required by such other employer, up to a maximum of two (2) weeks.
- (d) Laid off/displaced employees are required to keep the General Manager(s) informed of their current address and phone number. The Employer shall be deemed to have met its recall obligations under this agreement by attempting to contact employees it is seeking to recall by registered mail at their last known address.

17.08 Where a notice of displacement or layoff actually results in a layoff, and prior to the layoff becoming effective, a copy of such notice shall be sent to the Secretary-Treasurer of the Local. The distribution of such copy may be by e-mail.

ARTICLE 18 - SCHEDULING PROVISIONS

18.01

- (a) The Employer shall arrange the times of all on-duty and off-duty shifts, including statutory holidays and post these at least fourteen (14) calendar days in advance of their effective date. After the schedule has been posted, an employee's schedule will not be changed without the employee's consent, except in case of a bona fide emergency. In the case of emergency, schedule changes will be made by reverse bargaining unit seniority among affected employees.
- (b) If the Employer temporarily alters the scheduled work days and/or start and stop times of a regular employee in accordance with Article 18.01(a) without giving at least fourteen (14) calendar days advanced notice, such employee shall be paid overtime rates for the first shift worked on the altered shift in accordance with Article 20.
- (c) Except to meet legitimate operational needs, the employer will not alter the hours of work, shift rotation, or days off of employees. Where alterations are made to address operational needs, they will happen by reverse bargaining unit seniority.

Prior to implementing permanent changes to a line, the Employer will provide advance notice to the Union. Upon request, the parties will meet to consider input and alternatives proposed by the Union, but this shall not delay the implementation of the change.

18.02

- (a) There shall be a minimum of ten (10) consecutive hours off-duty for regular employees between the completion of one work shift and the commencement of the next.
- (b) 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 20.

(c) If a written request for a change in starting time is made by an employee which would not allow ten (10) consecutive hours off-duty between the completion of one work shift and the commencement of another, and such request is granted, then the application of paragraphs (a) and (b) of this section shall be waived for all employees affected by the granting of such a request provided they are in agreement.

18.03 Operational requirement permitting, employees may exchange shifts with the approval of the Employer, provided that, sufficient advance notice in writing is given and provided that there is no increase in cost to the Employer.

18.04 If the Employer changes a shift schedule in accordance with Article 18.01(a) without giving a minimum of seven (7) calendar days' advance notice and such change requires a regular employee to work on a scheduled day off, then such hours worked shall be paid at overtime rates in accordance with Article 20. Notice of the change shall be confirmed in writing as soon as possible.

ARTICLE 19 - HOURS OF WORK

19.01 Continuous Operation

The work week shall provide for continuous operation up to seven (7) days a week and up to twenty-four (24) hours a day Sunday through Saturday.

The normal hours of work for an employee are not a guarantee of work per day or per week, or a guarantee of days of work per week.

19.02 Hours of Work

(a) The hours of work for each regular full-time employee covered by this Agreement, exclusive of meal times, shall be thirty-seven-and-one-half (37.5) hours per week, seven-and-one-half (7.5) hours per day.

- (b) Employees who are required to be on-call during a meal period shall have their meal period included within their scheduled shift.
- (c) Regular employees shall receive two (2) consecutive rest days off each week excluding statutory holidays; otherwise the overtime rates shall be paid in accordance with Article 20.

19.03 Rest and Meal Periods

(a) Rest Periods

Employees working a full shift shall receive two (2) fifteen (15) minute rest periods, one in each half of the shift. Employees working less than a full shift shall receive one (1) rest period.

(b) Meal Periods

All employees covered by this Collective Agreement working more than five (5) hour shift shall receive a one-half (½) hour meal period, no more, no less. The Employer shall attempt to schedule the meal period as close as possible to the middle of the shift.

ARTICLE 20 - OVERTIME

20.01 Employees who work more than seven-and-a-half (7.5) hours in any day or more than thirty-seven-and-a-half (37.5) hours in any week shall be paid overtime on the following basis:

(a) Daily Overtime

- i) For the first three (3) hours of overtime worked in any day, time-and-one-half (1.5 x) the applicable basic rate, and
- ii) During the balance of the overtime worked on that day, double-time (2x) the applicable basic rate.

(b) Weekly Overtime

- i) During the first seven-and-one-half (7.5) hours of overtime worked in any week, time-and-one-half (1.5 x) the applicable basic rate, and
- ii) During the balance of the overtime worked that week, double-time (2x) the applicable basic rate.

(c) All overtime must be authorized in writing, in advance by the Employer or their designate, except in cases of emergency.

20.02 Overtime pay shall be paid to the employee, if possible, within eight (8) days after the expiration of the pay period in which the overtime was earned.

20.03 An employee who works three (3) hours of overtime immediately before or following their scheduled hours of work shall be provided with a meal by the Employer. A one-half (½) hour unpaid meal break shall be allowed the employee.

(a) This clause shall not apply to part-time employees until the requirements of Article 20.01 have been met.

(b) In the case of an employee called out on overtime to work on a rest day this clause will apply only to hours worked outside their regular shift times for a normal work day.

20.04 A regular part-time employee working less than the normal hours per day of a full-time employee, and who is requested to work longer than their regular work day, shall be paid at the rate of straight time for the hours so worked, up to and including the normal hours in the work day of a full-time employee. Overtime rates shall apply to hours worked in excess of the normal hours in the work day of a full-time employee.

20.05 A regular part-time employee working less than the normal days per week of a full-time employee and who is requested to work other than their regularly scheduled work days, shall be paid at the rate of straight-time for the days so worked, up to and including the normal work days in the work week of a full-time employee. Overtime rates shall apply to hours worked in excess of the normal work days in the work week of a full-time employee.

20.06 An employee required to work overtime shall be entitled to eight (8) clear hours between the end of the overtime work and the start of their next regular shift. If eight (8) clear hours of time off are not provided, overtime rates shall apply to all hours worked

on the next regular shift.

20.07 When overtime is required by the Employer, it shall be first offered, in order of seniority, to regular employees within the applicable classification. When no regular employee from within that classification accepts to work the overtime, it shall then be assigned by the Employer to a regular employee from within that classification, in reverse order of seniority.

ARTICLE 21 - CALL BACK

Regular employees called back to work while off-duty shall be guaranteed pay equivalent to four (4) hours at their straight-time rate, irrespective of whether or not overtime rates apply.

ARTICLE 22 - REPORTING PAY

Employees who report for work on a scheduled shift shall be paid a minimum of two (2) hours' pay at the applicable straight-time rate, if they do not commence work, and a minimum of four (4) hours' pay at the applicable straight-time rate if they commence work.

ARTICLE 23 - RELIEVING IN HIGHER AND LOWER-RATED POSITIONS

23.01 In the event of an employee relieving in a higher-rated job, the employee shall receive the hourly rate of the position they are relieving for any and all hours relieving.

23.02 In cases where an employee is required to transfer temporarily to a lower-rated job, such employee shall incur no reduction in wages because of such transfer.

23.03 Employees temporarily assigned to the duties of supervisory personnel outside of the bargaining unit shall receive ten percent (10%) more than their normal rate of pay for any and all hours so assigned.

ARTICLE 24 - TRANSPORTATION

If an employee is requested to use their vehicle for company business they shall be reimbursed fifty cents (\$0.50) per kilometer or the rate established by Company policy, whichever rate is greater.

ARTICLE 25 - STATUTORY HOLIDAYS

25.01 Entitlement

(a) Regular employees, who have worked seven (7) of the last thirty (30) calendar days service, will be entitled to the following statutory holidays, and such other holidays as may be in future proclaimed or declared by the Provincial Government:

New Year's 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
B.C. Day	Boxing Day
Labour Day	

(b) Statutory holiday pay shall be based upon the average percentage of available full-time hours each such employee was paid in the thirty (30) calendar days immediately preceding the holiday.

25.02 When a regular employee has been on sick leave that is inclusive of one or more working days immediately prior to a statutory holiday and one or more working days immediately following such statutory holiday, then the statutory holiday shall become a day to which accrued sick leave credits shall be applied and it shall be re-scheduled for that employee at a mutually agreeable time. The employee shall be required in all such cases to provide a certificate proving illness from a medical practitioner. Such rescheduled statutory holidays shall be taken not later than January 31st of the year following the year in which they originally occur.

25.03 When a statutory holiday falls on a day when a regular employee is on their normal days-off, the statutory holiday shall be re-scheduled for that employee at a mutually agreeable time. Such rescheduled statutory holidays must be scheduled within sixty (60) days of the holiday. The employee shall be paid for the banked stat day in the pay period when the banked stat day is scheduled.

25.04 If a statutory holiday occurs within a regular employee's vacation period, an extra day's vacation will be allowed for each statutory holiday so occurring.

25.05 Employees who are required to work on a statutory holiday shall be paid at the rate of time-and-one-half (1.5 x), the applicable basic hourly rate for each hour so worked, If the employee has worked fifteen (15) of the last thirty (30) days the employee shall also receive equivalent time off and pay in lieu of the holiday, to be taken at a mutually agreeable time.

25.06 The Employer shall endeavor to schedule days-off that have been earned in lieu of statutory holidays under Articles 25.03 and 25.05 in combination with the employee's regularly scheduled days off or, on particular religious/cultural holidays as requested by the employee, provided that its operational requirements permit the employee to be off on the day(s) in question.

25.07 The Employer shall make every effort to schedule either Christmas Day or New Year's Day off for regular employees so requesting.

The Employer will post preference sheets no later than October 15 of each year for 14 calendar days. If there are too many requests for one of the holidays, the time off will be awarded based on a rotation from a previous year. The Employer will then post the final list of granted and awarded days off no later than November 15 of each year. It is understood and agreed that some scheduling adjustments may have to be made to accommodate

this holiday schedule.

25.08 Employees shall not be eligible for statutory holidays occurring during periods of unpaid leave, when they are laid off and on the recall list, and/or when they are in receipt of WCB payments for the day(s) in question.

25.09 Regular employees, who are laid off after completing thirty (30) calendar days service and who are recalled to employment during their recall period, shall be eligible for statutory holidays occurring immediately after the date of such re-employment. The rate of holiday pay to apply in such cases under section 25.01(b) shall be based upon the hours actually worked by the employee in the thirty (30) calendar day period immediately preceding the layoff.

25.10 Regular employees, who are laid off after completing thirty (30) calendar days continuous service and who are not recalled to employment during their recall period, must complete thirty (30) calendar days service in order to be re-eligible for statutory holidays.

ARTICLE 26 - VACATIONS

26.01 Vacation Entitlement

- (a) Regular full-time employees shall be entitled to annual vacations on the following basis:
- i) During their first (1st) year of employment: four percent (4%) of total wages earned,
 - ii) During their second (2nd) year of continuous employment, up to and including the fourth (4th) year of continuous employment: ten (10) working days or seventy-five (75) hours.
 - iii) During their fifth (5th) year of continuous employment, up to and including the eighth (8th) year of continuous

employment: fifteen (15) working days or one-hundred-twelve-point-five (112.5) hours.

- iv) During the ninth (9th) year of continuous service and in each year of continuous employment thereafter – twenty (20) working days or one-hundred-fifty (150) hours.

Vacations for part-time employees shall be prorated based on all hours worked.

Effective the beginning of the first pay period following three (3) pay periods after ratification, amend the above provisions to read:

iv) During the ninth (9th) year of continuous employment, up to and including the fifteenth (15th) year of continuous employment: twenty (20) working days or one-hundred-fifty (150) hours.

v) During the sixteenth (16th) year of continuous employment and in each year of continuous employment thereafter, twenty-five (25) working days or one-hundred-eighty-seven-and-one-half (187.5) hours.

(b) All vacation hours taken shall be considered hours worked.

(c) For the purposes of determining future vacation entitlement, unpaid leaves of absence of longer than thirty (30) calendar days, WCB leave longer than twelve (12) months and periods when an employee is laid-off on the recall list, shall not be counted as service. Employees returning to work from such unpaid leave or WCB leave, or who are recalled to employment during their recall period, shall have their previous service reinstated for purposes of determining future vacation entitlement.

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

applicable.

26.02 Vacation Scheduling

Vacation requests should be submitted in writing by all regular employees prior to January 31st to be scheduled from May 1st to April 30th.

The Employer will respond to such requests no later than February 28th. The Employer's response will be in writing, which includes posting the approved twelve (12) month vacation schedule in a mutually agreeable location.

Approval of vacation requests shall be based upon seniority, however all employees will be granted a "first choice" of vacation period before any employee is granted a "second choice" for requests submitted by January 31st.

Approvals for vacation requests submitted after January 31st shall be done on a first come, first serve basis, subject to operational requirements. The Employer will respond to such requests within fourteen (14) days.

The Employer will make every effort to accommodate employees' requests for vacation. It is understood that requests will only be denied for legitimate operational needs.

26.03 Splitting of Vacation Periods

Annual vacations shall be granted in one (1) continuous period, unless the employee requests to split their vacation into more than one period, which request shall not be unreasonably denied.

26.04 Vacation Pay

Regular employees shall be entitled to receive vacation pay equivalent to the amount of approved vacation to be taken at least one (1) day prior to the commencement of such vacation period, provided the employee gives reasonable advance notice that the employee wishes such payment. In no event shall an employee

be permitted to take more vacation (time off and pay) than they have accrued to their credit at that time.

26.05 Vacations Non-Accumulative

Vacation time shall not be cumulative from vacation year to vacation year. The General Manager and the applicable employee shall mutually schedule each year so that all vacations are taken as time off by the employee's vacation year-end. In order to ensure this outcome, the Employer reserves the right to schedule vacation during the last three (3) months of an employee's vacation year, if the employee has not mutually arranged their vacation prior to that time.

26.06 Vacation Entitlement Upon Termination

Employees dismissed for cause, or who voluntarily terminate their employment, shall be paid their unused earned vacation entitlement pursuant to this article.

26.07 Reinstatement of Vacation Days - Sick Leave

In the event a regular employee is sick or injured prior to the commencement of their vacation, or becomes sick or is injured while on vacation, such employee shall be granted sick leave and the vacation period so displaced shall be added to the vacation period if requested by the employee and by mutual agreement, or shall be reinstated for use at a later date. The employee shall be required, in all such cases, to provide a certificate proving illness from a medical practitioner.

ARTICLE 27 - BEREAVEMENT LEAVE

27.01 Bereavement leave of absence, with pay, for up to three (3) regularly scheduled working days, shall be granted to regular employees, who have completed probation, at the time of notification of a death in their immediate families. Requests for compassionate leave shall be made in writing to the General Manager. Immediate family includes the employee's parents (including step-parent, foster parent or legal guardian), spouse

(including common-law spouse and/or same sex partner), child, step-child, or miscarried/still born child, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent and grandchild.

In the event of a delayed interment, an employee may save one of the days identified above without loss of pay to attend the interment.

The employee will be entitled to 2 (two) additional days of unpaid leave if they required to travel.

27.02 Regular part-time employees shall be eligible only for those hours that they were previously scheduled to work on the days in question.

27.03 Bereavement leave shall be granted to regular employees who are on annual vacations. An extra day's vacation shall be allowed for each day of bereavement leave so granted.

ARTICLE 28 - SICK LEAVE, INJURY-ON-DUTY

28.01 Regular full-time employees shall be entitled to eight (8) days sick leave per year to be taken at any time.

Regular part-time employees shall earn their sick leave credit on all hours worked at the end of each month, prorated on the basis of the percentage (%) of regular full-time hours.

28.02 Effective January 1, 2018, unused sick leave of eight (8) days or sixty (60) hours in any year shall be carried over up to a maximum bank of fifteen (15) days or one-hundred-twelve-point-five (112.5) hours.

28.03 Employees injured on the job, which injury makes it impossible for them to complete their regular shift on the day of the injury, shall continue to be paid for their normal hours on that day.

Employees injured on the job shall apply for Workers' Compensation coverage and shall be bound by the WCB's requirements regarding such applications.

If an employee is granted sick leave with pay and a WCB claim is subsequently approved by the WCB for the same period, it shall be considered, for the purpose of the record of sick leave credits, that the employee was not granted sick leave with pay, and all sick leave credits shall be restored to the employee, provided the employee pays to the Employer any amounts received by them for loss of wages in settlement of any claim they may have in respect of such compensable injury or accident for the days in question.

28.04 Employees qualifying for Workers' Compensation coverage shall not have their employment terminated during the compensable period, except if the reason for the dismissal is for just cause.

28.05 An employee must apply for sick leave pay to cover periods of medical and/or dental appointments. Where medical and/or dental appointments cannot be scheduled outside the employee's working hours, sick leave with pay shall be granted to cover such absences, in minimum blocks of one-hour, provided sufficient advance notice is given to the General Manager so that a replacement may be arranged.

28.06 Employees with more than one (1) years' service, who are off because of sickness or non-occupational injury, shall, at the expiration of paid sick leave benefits (including their sick leave accrual), be continued on the payroll under the heading of leave of absence for up to thirty-six (36) months without pay. The Employer may require the employee to prove sickness or incapacity and provide a medical opinion as to the expected date of return.

28.07

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

ARTICLE 29 - SPECIAL LEAVE

In the case of illness or hospitalization of a dependent child of a regular employee, when no one else at the employee's home other than the employee can care for the child, the employee shall be entitled to utilize sick leave for this purpose, to a maximum of three (3) days in any one year, provided the employee has made every effort to provide alternative care.

Family Responsibility Leave

Per BC Employment Standards Act – Part 6, Section 52

In addition to Article 29 – Special 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.

29.01 Compassionate Care Leave

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

29.02 Leave for Parents who have Critically Ill or Injured Children

Employees may reference the *Employment Standards Act* or *Service Canada* for information in regards to Parents of Critically Ill Children.

29.03 Leave Respecting the Disappearance of a Child

Employees may reference the *Employment Standards Act* or *Service Canada* for information in regard to Leave Respecting the Disappearance of a Child.

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

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

29.04 Leave Respecting the Death of Child

Employees may reference the *Employment Standards Act* or *Service Canada* for information in regard to Leave Respecting the Death of a Child.

An employee whose child under 19 years of age dies is entitled to

up to 104 weeks of unpaid leave of absence from work, starting as of the date of death or after a child who has disappeared is found deceased.

ARTICLE 30 - EDUCATION LEAVE

30.01 Employees required by the Employer to take designated courses or attend in-service seminars shall be granted leave without loss of pay or straight-time wages, provided that hours paid in accordance with this article shall not invoke any overtime.

30.02 After three (3) years' continuous service, an employee may request an unpaid leave of absence to take educational courses directly relating to the operation of the Employer's business, subject to the following provisions:

- (a) The employee shall give the longest possible advance notice in writing, but in no event less than fourteen (14) calendar days. Where an employee requests an unpaid leave of absence in excess of four (4) calendar months, such employee shall make every effort to give six (6) calendar months' advance notice in writing of such request.
- (b) The Employer shall not unreasonably deny such requests, providing that replacements to ensure proper operations can be found.
- (c) Notices granting such requests shall be given by the Employer in writing.

ARTICLE 31 - 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 and benefits to maximum of twenty (20) working days, provided that the employee in question would normally have worked on the day(s) in question. Where possible, employees covered by this article shall be required to complete the balance of their regular shift on any day when they are not required in court, provided the

Employer so requires and doing so does not exceed eight (8) hours.

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 32 - LEAVE - UNPAID

32.01 Requests by employees for unpaid leave of absence shall be made in writing to the General Manager and may be granted at the Employer's discretion. The employee shall give at least fourteen (14) calendar days' notice to minimize disruption of staff. The Employer shall not unreasonably deny such requests. Notice of the Employer's decision shall be given in writing as soon as possible.

32.02 Unpaid Leave - Affecting Seniority and Benefits

Any regular employee granted unpaid leave of absence totaling up to twenty (20) working days in any year shall continue to accumulate seniority and all benefits and shall return to their former job and rate of pay.

If an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds twenty (20) working days in any year, the employee shall not accumulate benefits from the twenty-first (21st) day of the unpaid leave to the last day of the unpaid leave but shall accumulate seniority and receive credit for previously earned benefits upon expiration of the unpaid leave.

The Employer shall maintain the employee's benefit coverage when an unpaid leave exceeds 20 working days provided the employee pays 100% of the premium cost of the benefits.

"Unpaid leave of absence" can include an absence related to a

motor vehicle accident during which an employee is in receipt of ICBC claim payments.

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

32.03 Unpaid Leave - Union Business

- (a) 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 granting such leave to any employee would unduly disrupt the operation of the Employer's business. The Union shall give at least seven (7) days' notice to minimize disruption to the Employer.
- (b) 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 granting such leave would unduly disrupt the operation of the Employer's Business. Such requests shall be made in writing at least fourteen (14) days in advance to minimize disruption to the Employer's business. 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 and shall apply to such provisions as annual vacations and promotions.
- (c) 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 unless granting such leave to any employee would unduly disrupt operation of the Employer's business.
- (d) The Employer shall continue to pay normal wages, and maintain the health benefits coverage, where applicable, of employees who are on unpaid leave under sub-section (a), (b) & (c) above, provided the Union reimburses the Employer for the wages and benefits involved within sixty (60) calendar days

of being invoiced for such amounts by the Employer. This provision does not apply to employees on extended leaves of absence who are employed by the Union on a regular full-time basis.

- (e) i) Provided not less than seven (7) days' notice has been given, members of the Provincial Executive of the Union shall be granted leave of absence to attend the regular meetings of such Executive.
- ii) Where less than seven (7) days' notice is given, leave pursuant to this paragraph shall be subject to reasonable operational requirements.

32.04 Unpaid Leave - Public Office

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 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.

ARTICLE 33 - MATERNITY LEAVE AND/OR PARENTAL LEAVE

33.01 Maternity Leave

Pregnancy shall not constitute cause for dismissal.

- (a) A pregnant employee who requests maternity leave shall be entitled to:
 - i) seventeen (17) consecutive weeks of unpaid leave, unless the employee requests a shorter period, plus
 - ii) up to an additional six (6) additional consecutive weeks of unpaid leave, if for reasons related to the birth or termination of the pregnancy, the employee is unable to return to work at the end of her maternity leave, plus
 - iii) parental leave pursuant to Article 33.02 (a) and (b),

beginning immediately after the end of the maternity leave period(s), or at some other time mutually agreed between the General Manager and the employee. The General Manager shall not unreasonably deny such request.

- (b) If an employee is unable or incapable of performing her duties prior to the commencement of maternity leave of absence without pay, the employee may be required to take unpaid leave of absence.
- (c) Medical complications of pregnancy, including complications during an unpaid leave of absence for maternity reasons preceding the period stated by the *Unemployment Insurance Act*, shall be covered by sick leave credits pursuant to Article 28, providing the employee is not in receipt of maternity benefits under the *Unemployment Insurance Act* or any wage loss replacement plan.

33.02 Parental leave

- (a) An employee requesting parental leave under this section shall be entitled to unpaid leave, as outlined below, beginning:
 - i) in the case of a birth mother, as set-out in article 32.01(a)(iii) up to sixty-one (61) consecutive weeks unpaid leave, or
 - ii) in the case of a birth father, up to sixty-two (62) consecutive weeks unpaid leave within the seventy-eight (78) week period immediately following the birth, or
 - iii) in the case of an adopting parent, up to sixty-two (62) consecutive weeks unpaid leave within the seventy-eight (78) week period immediately following the date the child is placed with the parent.
- (b) If the child has a medical condition requiring an additional period of parental leave, the employee is entitled to an additional five consecutive (5) weeks unpaid leave, beginning immediately after the leave taken under subsection (a).

33.03 The combined maternity leave and parental leave entitlement that any employee may be entitled to under the above sections shall be seventy-eight (78) weeks, plus any additional

leave granted under sections 33.01(a)(ii) and 33.02(b).

33.04 Employees make every effort to give fourteen (14) days written notice to the General Manager prior to the commencement of maternity leave and/or parental leave of absence without pay under sections 33.01(a) and 33.02(a) respectively. Employees shall give at least fourteen (14) days' notice of their intention to return to work prior to the termination of any maternity leave and/or parental leave of absence.

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

33.05

- (a) Upon returning to work from maternity leave and/or parental leave under this article, the employee shall continue in their former position, without loss of perquisites, provided such position still exists; or if such position no longer exists, in a comparable position.
- (b) Seniority and continuous service will continue to accumulate during the full period of maternity leave and/or parental leave under this article. The Employer shall maintain its normal share of the premium costs for the employee's Health Care Plans for the full period of the maternity leave and/or parental leave, provided the employee pays their share, if any.
- (c) For any *Employment Standards Act* job-protected leaves, the Employer shall administer the above provisions in accordance with Part 6 and Part 7 of the *Employment Standards Act*, as applicable.

ARTICLE 34 - HEALTH CARE PLANS

34.01 Eligible regular full-time employees and regular part-time employees who have six (6) months continuous employment and

who are regularly scheduled to work twenty-five (25) or more hours per week shall be eligible for the following health benefits. Benefits under this section shall be as set out in the Employer's Group Benefit Plan Booklet, plan documents and the terms and conditions of the carrier's plan shall apply. Eligible employees will be provided a copy of the Group Benefit Plan Booklet upon employment. The Employer shall pay seventy-five percent (75%) and the employee shall pay twenty-five percent (25%) of the premium costs for such coverage.

34.02 Medical Services Plan

Eligible regular employees shall be entitled to B.C. Medical Services Plan coverage on the first (1st) day of the month following completion of six (6) months continuous employment. The Employer shall pay seventy-five percent (75%) and the employee shall pay twenty-five percent (25%) of the premium costs for such coverage.

34.03 Extended Health Benefits

Eligible regular employees shall be eligible for Extended Health Benefits coverage on the first (1st) day of the month following completion of six (6) months continuous employment. Benefits under this section shall be as set out in the plan documents and the terms and conditions of the carrier's plan shall apply. The Employer shall pay seventy-five percent (75%) and the employee shall pay twenty-five percent (25%) of the premium costs for such coverage.

Effective first pay period following January 1, 2024, amend the above paragraph to read as follows:

Eligible regular employees shall be eligible for Extended Health Benefits coverage on the first (1st) day of the month following completion of six (6) months continuous employment. Benefits under this section shall be as set out in the plan documents and the terms and conditions of the carrier's plan shall apply. The Employer shall pay eighty percent (80%) and the employee shall

pay twenty percent (20%) of the premium costs for such coverage.

Effective July 1st, 2023, Vision Care benefits shall be \$300 per 24 months, inclusive of eye examination.

34.04 Dental Plan

- (a) Eligible regular employees shall be eligible for dental plan coverage on the first (1st) day of the month following completion of six (6) months continuous employment. The Employer shall pay sixty percent (60%) and the employee shall pay forty percent (40%) of the premium costs for such coverage. Benefits under this article shall be as set out in the plan documents, which shall include the following coverage:
- i) Plan "A" - Basic Dental Services: one-hundred percent (100%) of the approved fee schedule.
 - ii) Plan "B" - Major Restorative Services and Prosthetics: eighty percent (80%) of the approved fee schedule.
- (b) In all other respects, the terms and conditions of the carrier's plan shall apply.

34.05 Group Life Insurance

- (a) Eligible regular employees shall be eligible for group life insurance coverage on the first (1st) day of the month following completion of six (6) months continuous employment. The Employer shall pay sixty percent (60%) and the employee shall pay forty percent (40%) of the premium costs for such coverage. Benefits under this article shall be as set-out in the plan documents.
- (b) In all other respects, the terms and conditions of the carrier's plan shall apply.

34.06 Accidental Death and Dismemberment

- (a) Eligible regular employees shall be eligible for group life insurance coverage on the first (1st) day of the month following completion of six (6) months continuous employment. The Employer shall pay sixty percent (60%) and the employee shall pay forty percent (40%) of the premium costs for such

coverage. Benefits under this article shall be as set-out in the plan documents.

- (b) In all other respects, the terms and conditions of the carrier's plan shall apply.

34.07 Long Term Disability

- (a) Eligible regular employees shall be eligible for long term disability coverage on the first (1st) day of the month following completion of six (6) months continuous employment. The Employer shall pay sixty percent (60%) and the employee shall pay forty percent (40%) of the premium costs for such coverage. Benefits under this article shall be as set-out in the plan documents.
- (b) Maximum benefit entitlement is 66.67% of monthly earnings to a maximum of \$5,300.
- (c) In all other respects, the terms and conditions of the carrier's plan shall apply.

34.08 Eligibility Requirements

- (a) Eligible regular employees shall not be eligible for the above health benefits when:
- i) their normal schedule of work falls below the requirements set-out in Article 34.01;
 - ii) they are on unpaid leave except as provided in article 32.03(d);
 - iii) they are laid off and on the recall list beyond the end of the month in which the layoff occurs, and/or;
 - iv) they are on an approved WCB claim for longer than three (3) full calendar months.
- (b) Eligible regular employees, who are laid off and subsequently recalled within their recall period and who were eligible for health benefits under this article at the time of their layoff, shall have such coverage reinstated at the first of the month following such recall. Employees, who are not recalled within the recall period and who are subsequently rehired, shall be treated as new hires for purposes of health benefit entitlement.
- (c) Eligible regular employees may continue their health benefit

coverage during periods of layoff on the recall list, while they are unpaid leave or during periods spent on WCB longer than fourteen (14) days, by paying one-hundred percent (100%) of the premium costs to maintain such coverage in advance.

ARTICLE 35 - EMPLOYMENT INSURANCE COVERAGE

All employees affected by this Agreement shall be covered by the *Employment Insurance Act*, or succeeding Acts.

Premiums rebated by Employment Insurance shall be paid directly to employees by the Employer.

ARTICLE 36 - UNIFORMS

The Employer will provide uniforms to each employee as follows:

- Regular full-time – three (3) pieces upon hire.
- Regular part-time – two (2) pieces upon hire.
- Casual employees will receive one (1) piece upon hire.

An employee shall receive a replacement upon proof of need in accordance with Chartwell's uniform policy.

Note: a piece is defined as a shirt and/or jacket. In addition to the above, an apron and/or necktie or scarf will be provided where required.

ARTICLE 37 - PAY DAYS

37.01 Employees shall be paid by direct deposit on a bi-weekly basis subject to the following provisions:

- (a) The statements given to employees with their pay notices shall include the designation of statutory holidays paid, the listing of all adjustments including overtime and hourly rate, the designation of sick leave and vacation paid, and an itemization of all deductions.

- (b) When a pay day falls on a non-banking day, the pay notice shall be given prior to the established pay day.
- (c) The pay for an annual vacation to which an employee is entitled shall be paid to the employee in one payment by the last working day before the beginning of the employee's annual vacation provide the employees requests such payment at least seven (7) days in advance.
- (d) Upon confirmation that an error has been made on an employee's pay deposit, in an amount of one (1) days' pay or more, the employee can request that the Employer issue a separate cheque within five (5) business days, except in extenuating circumstances. In extenuating circumstances, the Employer shall process such check as soon as administratively possible.

Failing such request, the Employer will correct such underpayment by the next pay deposit.

ARTICLE 38 - BADGES AND INSIGNIA

Employees shall be permitted to wear membership pins and/or Shop Steward badges authorized by the Union.

ARTICLE 39 - BULLETIN BOARDS

A bulletin board located in a conspicuous place of access to the employees shall be continued by the Employer for the use of the Union.

ARTICLE 40 - NOTICE OF UNION REPRESENTATIVE VISITS

The Union shall inform the Employer 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.

ARTICLE 41 - UNION ADVISED OF CHANGES

The Employer will not implement any changes which shall affect the terms of this agreement without the agreement of the Union.

ARTICLE 42 - PERSONAL AND EMPLOYER PROPERTY

42.01 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.

42.02 Upon submission of reasonable proof, the Employer will repair or indemnify with respect to clothing and personal property including eye glasses of an employee incurred while the employee is performing their assigned duties.

ARTICLE 43 - OCCUPATIONAL HEALTH AND SAFETY

43.01 Occupational Health and Safety Committee

The Employer and the Union agree to cooperate in the promotion of safe working conditions, the prevention of accidents, the prevention of workplace injuries and the promotion of safe workplace practices.

- (a) The parties agree that a Joint Occupational Health and Safety Committee will be continued. The Committee shall govern itself in accordance with the provisions of the Industrial Health and Safety Regulations made pursuant to the *Workers' Compensation Act*. The Committee shall be as between the Employer and the Union, with equal representation and with each party appointing its own representatives.
- (b) The employee member(s) of the Committee shall be granted leave without loss of pay or receive straight time regular wages while attending meetings of the joint committee. The member(s) 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. Every effort will be made to schedule committee meetings, workplace inspections and accident investigations during the committee members' scheduled working hours.

- (c) The Occupational Health and Safety Committee shall have as part of its mandate the jurisdiction to receive complaints or concerns regarding workload problems which are safety-related, the right to investigate such complaints, the right to define the problem and the right to make recommendations for a solution to the Employer.
- (d) The Occupational Health and Safety Committee may use the resources of the Workers' Compensation Board to provide information to the committee members in relation to their role and responsibilities. The committee will increase the awareness of all staff on such topics as: workplace safety, safe lifting techniques, dealing with aggressive residents, WHMIS and the role and function of the Occupational Health and Safety Committee. The committee will foster knowledge and compliance with the Industrial Health and Safety Regulations by all staff.
- (e) The Employer will provide orientation or in-service which is necessary for the safe performance of work, the safe use of equipment, safe techniques for lifting and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes, which it may have in its possession.
- (f) The Occupational Health and Safety Committee may make recommendations to the Employer on ergonomic adjustments and on measures to protect pregnant employees as far as occupational health and safety matters are concerned.

43.02 Aggressive Residents

The Employer will take steps to ensure employees are not unduly exposed to residents who are violent or abusive.

43.03 Health and Safety Stewards

The Employer agrees to the operation of a Health and Safety Steward system, for the purpose of performing health and safety investigations pursuant to Article 43.01(b). The system shall be governed in the following manner:

- (a) Health and Safety Stewards may be appointed by the Union, to a maximum of two (2), who shall be Union representatives on the joint Health and Safety Committee.
- (b) The Health and Safety Stewards shall have the right to conduct health and safety investigations under Article 43.01(b).
- (c) For all other purposes, Health and Safety Stewards shall be treated in the same fashion as Shop Stewards.

43.04 Training and Orientation

- (a) No employee shall be required to work on any job or operate any piece of equipment until they have received proper training and instruction.
- (b) The Employer shall provide sufficient and adequate training and/or orientation to any employee working in a new or unfamiliar work area or position.

43.05 Right to refuse Unsafe Work

Employees have the right to refuse to perform unsafe work pursuant to section 8.24 of the Industrial Health and Safety Regulations made pursuant to the *Workers' Compensation Act*.

43.06 Employees' Right-To-Know

- (a) The Employer agrees to provide adequate information and training with respect to the Workplace Hazardous Materials Information System (WHMIS).
- (b) The Employer agrees to comply fully with WHMIS regulations.

43.07 Protective Clothing and Equipment

- (a) The Employer shall provide such safety clothing and safety equipment as is required by the WCB Industrial Health and Safety Regulations.

- (b) Housekeeping staff shall be provided with gloves. All such clothing, tools, and equipment shall be maintained and replaced at the Employer's expense.
- (c) All such clothing, tools, and equipment shall comply with applicable Workers' Compensation Board regulations concerning same.

43.08 Violence and Respect in the Workplace

The parties recognize that it is important to provide a secure environment for all employees. A safe environment is important for staff and contributes to providing the highest possible standard of care. Staff should expect to work in an environment where the risk of violence is minimized.

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

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

43.09 Working Alone or in Isolation

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

The Occupational Health and Safety Committee shall have the right to make recommendations to the Employer regarding such procedures.

ARTICLE 44 - CONTRACTING OUT

During the term of this Agreement, the Employer will not contract out bargaining unit work that directly results in the layoff of regular employees within the bargaining unit, as defined in Article 17.01.

ARTICLE 45 - SHIFT PREMIUM

Night Premium:

Employees working the night shift shall be paid a premium of fifty cents (\$0.50) per hour for the entire shift worked.

Effective first day of first pay period following two (2) pay periods after ratification (May 5, 2023):

Employees working the night shift shall be paid a premium of sixty-five cents (\$0.65) per hour for the entire shift worked.

Weekend Premium:

Employees shall be paid a weekend premium of fifty cents (\$0.50) per hour for every hour worked between 2300 hours Friday and 2300 hours Sunday.

Effective first day of first pay period following two (2) pay periods after ratification (May 5, 2023):

Employees shall be paid a weekend premium of sixty cents (\$0.60) per hour for every hour worked between 2300 hours Friday and 2300 hours Sunday.

Evening Premium:

Effective first day of first pay period following two (2) pay periods after ratification (May 5, 2023), introduce an evening premium of ten cents (\$0.10) per hour.

Effective first pay period following July 1, 2023, increase the evening premium to twenty cents (\$0.20) per hour.

The evening shift shall be defined as any shift in which the majority of hours occur between 3:00 p.m. and 11:00 p.m.

There will be no pyramiding of premiums.

ARTICLE 46 - CASUAL EMPLOYEES

46.01 The Employer may call in casual employees to perform work for the following reasons:

- a) Relief work in vacancies created by the absence of a regular full-time or regular part-time employee.
- b) Emergency relief.
- c) Unanticipated or irregular relief work.
- d) Intermittent and non-recurring work.

46.02 Where the Employer is aware that the position that is being filled by a casual employee will be in excess sixty (60) days, the position shall be posted and filled pursuant to Article 15.

46.03 Employees called in as casuals will be called in to work in order of seniority provided that they are capable of performing the work being assigned in the job classification for which they are registered.

46.04 For employees working a casual shift, there shall be a minimum of eight (8) consecutive hours off-duty between the completion of one work shift and the commencement of the next.

46.05 Seniority List - A master casual employee seniority list shall be revised and updated every three (3) months as of the first pay period after March 31, June 30, September 30 and December 31 in each year (the "adjustment" dates). The seniority of each employee shall be entered in the registry in descending order of the most hours worked to the least. Casual employees while on probation will be added to the registry or registries in the order that they are hired.

For the purposes of call in to do casual work, seniority hours are reconciled at each adjustment date.

Within two weeks of each adjustment date the employer shall send to the Union designate a revised copy of the casual seniority lists.

46.06 Call in procedure - All calls shall be recorded in a log book maintained for the purpose which shall show the name of the employee called, the time of vacancy, the time that the call was made, the job required to be done, whether the employee accepts or declines the invitation to work or fails to answer the telephone, and the signature of person who made the call.

Such employee has the option of refusing work when it is made available to them, however, it is also understood that a casual employee who has provided availability cannot unreasonably refuse to work shifts.

In the event of a dispute the Union shall have reasonable access to these records and be entitled to make a photocopy of it at a mutually agreeable time.

1. Call In List

Employee on the casual call-in list shall be called to work in order of seniority.

The Employer will continue the current practice below:

- The Employer will use the call-in list for determining order of call-in.
- Call-in lists are developed by the Employer based on most recent seniority accumulator report.
- Seniority lists are produced as outlined in Article 46.05.

2. a) Method of Conduct

When shifts or blocks of shifts become available, the Employer shall contact those employees that have communicated being available for the shift or block of shifts becoming available. Where there are insufficient available employees, the Employer shall require the least senior available employee to work the shift.

Contact will be made by the Employer telephone.

b) Call In Before Overtime

The Employer will use the call-in process prior to using overtime.

The manner in which casual employees and regular part-time employees shall be called to work shall be as follows:

i) In the event that a message can be left on the employee's device, a message will be left relaying the date, day, and time of the call. If the message is not returned within five (5) minutes the next person on the list will be called.

If the employee fails to answer or declines the offer or if a message cannot be left on the device, the Employer is obligated to wait five (5) minutes prior to moving to the next person on the list.

ii) If the Employer received notification of a vacancy within two (2) hours of the required shift start time, the Employer is obligated to wait five (5) minutes prior to moving to the next person on the list.

3. Call In List Update

A casual or part-time employee who accepts shifts offered by the Employer shall be deemed to have the same obligation to work the shift(s) as a regular employee. If it is evident that an employee has defaulted on an assignment for reasons other than illness or emergency, the employee will be subject to discipline, up to and including termination.

4. Evaluation

The Parties will discuss an evaluation of newly negotiated call-in methods following twelve (12) months following ratification. During such time, at the request of either party, the Parties will meet to discuss issues with the call-in process. At the request of either party, this process may be referred to labour-

management committee. Both parties agree the call-in process should be both efficient, and provide eligible employees with a reasonable opportunity to claim available shifts.

5. Casual Work and Employee Communication of Availability

At the time of hire, a newly hired casual employee shall be required to inform the Employer of their availability. Thereafter, such employee must inform the Employer of any changes to their availability following the completion of their probationary period or such shorter period mutually agreeable to the employee and Employer. At the completion of the probationary period, unless the employee informs the Employer otherwise of any revised availability, their most recent availability shall be deemed to continue in place for the purposes of call-in for casual work.

For employees hired ON/BEFORE DATE OF RATIFICATION (May 5, 2023), the Employer shall continue to use the availability communicated by such employee until such employee informs the Employer of changes in such availability.

Notwithstanding the above, an employee may inform the Employer of their availability for casual work on a periodic basis in another frequency subject to mutual agreement of the employee and Employer.

Changes in availability shall be communicated by employees to their department manager in writing.

If a casual employee refuses to pick up shifts for a period of three (3) months or fails to maintain current contact information, and the Employer is unsuccessful in contacting an employee for a period of three (3) months, their employment shall be deemed terminated.

46.07 Regular employees may transfer to casual status provided

that the Employer requires additional casual employees.

46.08 The parties agree that all terms of the Collective Agreement will apply to casual employees except the following:

Article 16 – Technological Change

Article 18 – Scheduling Provisions

Article 25 – Statutory Holidays, except Article 25.05

Article 26 – Vacations

Article 28 – Sick Leave, Injury on Duty except 28.03, 28.04, and 28.05 first paragraph

Article 29 – Special Leave

Article 30 – Education Leave

Article 31 – Jury Duty

Article 32 – Unpaid Leave

Article 33 – Maternity/Parental/Adoption Leave

Article 34 – Health Care Plans

46.09 Casual employees shall receive 4% of their straight-time pay in lieu of.

Effective the first day of the first full pay period following September 30, 2023 amend 46.09 to read as follows:

Casual employees shall receive 0.4% of their straight-time pay for each statutory holidays outlined in Article 25.

46.10 For the purposes of relating the seniority of a casual employee to that of a regular employee, the seniority date or initial date of hiring of such employee shall be calculated by:

- (a) Dividing the employee's seniority hours by a factor of 7.5 to determine the number of days worked.
- (b) Taking the number of days worked as calculated above and multiplying it by a factor of 1.4 rounded off to the nearest whole number which shall be the number of calendar days of employment.
- (c) Backdating from the applicable date the number of calendar

days thus determined.

46.11 Regular part-time employees may register for casual work. Regular part-time employees will be assigned such casual work in accordance with the following:

- (a) Part-time regular employees will be offered available shifts in order of seniority and for the purposes of increasing hours.
- (b) for casual assignments with less than 5 days' notice, a part-time employee shall be deemed unable to work the casual assignment when the regular schedule of the part time employee conflicts with the casual assignments.
- (c) casual assignments four (4) days or longer with more than five (5) days' notice shall be offered through the casual call-out procedure. If a senior part-time employee accepts the assignment, the schedule of the senior part-time employee will be changed.

The resulting vacant shift (of the senior part-time employee) shall be filled through the casual call-out procedure; no cascading will occur as a result.

Casual assignments arising pursuant to Clause (a) above will be offered to employees on the departmental call in list in order of seniority.

ARTICLE 47 - 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 for distribution to employees. The Employer and the Union will share the costs of printing and distributing the Agreement.

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 48 - SAVINGS CLAUSE

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

- (a) The remaining provisions of this Collective Agreement shall remain in full force and effect for the term of the Collective Agreement.
- (b) The Employer and the Union shall, as soon as possible negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered.
- (c) If a mutual agreement cannot be struck as provided in (b) above, the matter shall be arbitrated pursuant to Article 8 of the Collective Agreement.

ARTICLE 49 - EFFECTIVE AND TERMINATING DATES

49.01 Effective and Terminating Dates

- (a) This Agreement shall remain in force and be binding upon the parties from July 1, 2020 until June 30, 2024. This Agreement shall remain in force and effect from year to year thereafter unless terminated by either party, on written notice to the other party, during the months of March or April, or during the months of March or April immediately preceding the anniversary date of the Agreement in any year thereafter.
- (b) The Employer agrees that the terms and conditions set out in the Collective Agreement between the Union and the Employer shall remain in force and effect during periods of bona fide collective bargaining until a new Collective Agreement comes into effect, or the Union takes legal strike action or the Employer takes legal lock-out action under pursuant to the *Labour Relations Code*, whichever occurs first.

49.02 It is agreed that the operation of Subsection 1 and 2 of

Section 50 of the *Labour Relations Code* of British Columbia is excluded from this Agreement.

ARTICLE 50 - RRSP

The Employer will continue a voluntary RRSP Plan. Each employee shall have the opportunity to contribute up to a maximum amount of two percent (2%) of straight-time earnings worked to the Plan.

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

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

Effective the first day of the first pay period three pay periods following ratification (May 5, 2023):

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

ARTICLE 51 - WAGE SCHEDULES, ATTACHMENTS AND ADDENDA

51.01 Employees shall be compensated in accordance with the applicable Wage Schedules, Attachments and Addenda appended to this Collective Agreement.

51.02 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.

51.03 Wage Schedule

The pay rates (including stated extras) as agreed to and hereinafter in this Schedule provided, shall be in effect during the

term of the Agreement.

51.04

Effective July 1, 2020, all employees shall receive a base salary increase of two percent (2%). The pay scales will also be increased by two percent (2%).

Effective July 1, 2021, all employees shall receive a base salary increase of two percent (2%). The pay scales will also be increased by two percent (2%).

Effective July 1, 2022, all employees shall receive a base salary increase of two percent (2%). The pay scales will also be increased by two percent (2%).

Effective February 1, 2023, all employees shall receive a base salary increase of one-point-five percent (1.5%). The pay scales will also be increase by one-point-five percent (1.5%).

Effective July 1, 2023, all employees shall receive a base salary increase of two percent (2%). The pay scales will also be increased by two percent (2%).

Effective February 1, 2024, all employees shall receive a base salary increase of one-point-five percent (1.5%). The pay scales will also be increased by one-point-five percent (1.5%).

Wages:

<u>July 1, 2020</u>	<u>2%</u>
<u>July 1, 2021</u>	<u>2%</u>
<u>July 1, 2022</u>	<u>2%</u>
<u>February 1, 2023</u>	<u>1.5%</u>
<u>July 1, 2023</u>	<u>2%</u>
<u>February 1, 2024</u>	<u>1.5%</u>

Employees will receive their full retroactive paycheck in the second full pay period after date of ratification (May 5, 2023).

Lump Sum payment:

A lump sum payment of \$390 (pro rated based on full-time hours equaling 1,950 hours) paid 3 full pay periods after ratification (May 5, 2023). Prorated for regular hours paid during the period of April 30, 2022 to May 1, 2023. Eligibility for the aforementioned lump sum payment will be to employees who are actively employed on the date of ratification (May 5, 2023).

Notes:

1. "July 1" denotes the first day of the first full pay period following July 1 in each applicable year.
2. Bus Driver classification added effective April 1, 2021.
3. Future general increases to pay range to occur on July 1, 2021; July 1, 2022, February 1, 2023; July 1, 2023 and February 1, 2024. "February 1" denotes the first day of the first full pay period following February 1 in each applicable year.
4. Amend Security/Night Housekeeping wage rate to \$17.65.

ARTICLE 52 - WORKLOAD

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

- Replacing the absent employee by utilizing casual employees and/or offering overtime to regular employees in accordance with the collective agreement.
- Re-assigning work.

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

As applicable, the supervisor shall inform the affected employee(s) of job duty priorities to be performed.

52.02 Where statutory holiday scheduling adjustments may create an increase in the workload for employees either on the

holiday or on workdays prior to or after the holiday, the Employer will make every effort to resolve the increased workload by following the process described in Article 52.01.

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

- Utilizing casual employees and/or offering overtime to regular employees in accordance with the Collective Agreement.
- Re-assigning work.

As applicable, the supervisor shall inform the affected employee(s) of job duty priorities to be performed.

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

- (a) At the time the workload issue occurs, discuss the issue with the Employer to develop strategies to meet job routine needs using current resources (including using casuals and overtime if approved per Article 52.01).

If necessary, using established lines of communication, seek immediate assistance from an individual(s) identified by the Employer who has responsibility for timely resolutions of workload issues.

- (b) Failing resolution at the time of the occurrence of the workload issue, the workload concern(s) may be reduced to writing (See Workload Report – Addendum A) and addressed at the next scheduled labour/management meeting.
- (c) The labour/management committee may choose to make recommendations, in writing to the GM of the facility who will provide a written response.

Addendum A – Workload Report (per Article 52.04)

Name: _____

Phone Number: _____

Facility/Site: _____

Date: _____

Describe the workload problem:

Describe how the workload problem might be resolved:

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

Signature: _____ Date: _____

Received by SUPERVISOR/MANAGER

(Signature): _____ Date: _____

How to complete the form:

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

WAGE SCHEDULE

Classification	Progression Scale	Expired rates (July 1, 2019)	July 1, 2020	July 1, 2021	July 1, 2022
			2%	2%	2%
Server	Start	\$16.55	\$16.88	\$17.22	\$17.56
	1 Year	\$17.22	\$17.56	\$17.91	\$18.27
	2 Year	\$18.00	\$18.36	\$18.73	\$19.10
Kitchen Helper	Start	\$16.55	\$16.88	\$17.22	\$17.56
	1 year	\$17.22	\$17.56	\$17.91	\$18.27
	2 Year	\$18.00	\$18.36	\$18.73	\$19.10
Housekeeper	Start	\$16.55	\$16.88	\$17.22	\$17.56
	1 Year	\$17.22	\$17.56	\$17.91	\$18.27
	2 Year	\$18.00	\$18.36	\$18.73	\$19.10
Concierge / Valet	Start	\$17.22	\$17.56	\$17.91	\$18.27
	1 Year	\$17.65	\$18.00	\$18.36	\$18.73
	2 Year	\$18.31	\$18.68	\$19.05	\$19.43
Security/ Night Housekeeping	Start	\$17.22	\$17.56	\$17.91	\$18.27
	1 Year	\$17.65	\$18.00	\$18.36	\$18.73
	2 Year	\$18.31	\$18.68	\$19.05	\$19.43
Activities Assistant	Start	\$18.45	\$18.82	\$19.20	\$19.58
	1 Year	\$19.00	\$19.38	\$19.77	\$20.17
	2 Year	\$19.62	\$20.01	\$20.41	\$20.82
Cook	Start	\$20.74	\$21.15	\$21.57	\$22.00
	1 Year	\$21.29	\$21.72	\$22.15	\$22.59
	2 Year	\$21.90	\$22.34	\$22.79	\$23.25
Bus Driver See note 2	Start	\$16.75	\$17.09	\$17.43	\$17.78
	1 Year	\$17.24	\$17.58	\$17.93	\$18.29
	2 Year	\$17.49	\$17.84	\$18.20	\$18.56

The Renaissance Resort Retirement Living Inc. / Hospital Employees' Union – July 1, 2020 to June 30, 2024

Classification	Progression Scale	Feb 1, 2023	July 1, 2023	Feb 1, 2024
		Special grid adjustment		Special grid adjustment
		1.5%	2%	1.5%
Server	Start	\$17.82	\$18.18	\$18.45
	1 Year	\$18.54	\$18.91	\$19.19
	2 Year	\$19.39	\$19.78	\$20.08
Kitchen Helper	Start	\$17.82	\$18.18	\$18.45
	1 year	\$18.54	\$18.91	\$19.19
	2 Year	\$19.39	\$19.78	\$20.08
Housekeeper	Start	\$17.82	\$18.18	\$18.45
	1 Year	\$18.54	\$18.91	\$19.19
	2 Year	\$19.39	\$19.78	\$20.08
Concierge / Valet	Start	\$18.54	\$18.91	\$19.19
	1 Year	\$19.01	\$19.39	\$19.68
	2 Year	\$19.72	\$20.11	\$20.41
Security/ Night Housekeeping	Start	\$18.54	\$18.91	\$19.19
	1 Year	\$19.01	\$19.39	\$19.68
	2 Year	\$19.72	\$20.11	\$20.41
Activities Assistant	Start	\$19.87	\$20.27	\$20.57
	1 Year	\$20.47	\$20.88	\$21.19
	2 Year	\$21.13	\$21.55	\$21.87
Cook	Start	\$22.33	\$22.78	\$23.12
	1 Year	\$22.93	\$23.39	\$23.74
	2 Year	\$23.60	\$24.07	\$24.43
Bus Driver See note 2	Start	\$18.05	\$18.41	\$18.69
	1 Year	\$18.56	\$18.93	\$19.21
	2 Year	\$18.84	\$19.22	\$19.51

The Renaissance Resort Retirement Living Inc. / Hospital Employees' Union – July 1, 2020 to June 30, 2024

- 1) “July 1” denotes the first day of the first full pay period following July 1 in each applicable year.
- 2) Bus Driver classification added effective April 1, 2021; future general increases to pay range to occur on July 1, 2021; July 1, 2022, February 1, 2023; July 1, 2023 and February 1, 2024.
- 3) “February 1” denotes the first day of the first full pay period following February 1 in each applicable year.

The Union agrees to remove the Maintenance Worker from the Bargaining Unit.

Effective Date of Ratification

Employees will be placed on the following wage grid based on their length of service. For example, a regular employee in their first year of employment will be placed at the “Start” rate and an employee with two or more years of services would be at the “Year Two” rate.

Employees will move to the next highest step in the wage grid on their service anniversary date.

Employees will receive their full retroactive paycheck in the second full pay period after date of ratification.

LETTER OF UNDERSTANDING # 1

BETWEEN

THE RENAISSANCE RESORT RETIREMENT LIVING INC.

AND

HOSPITAL EMPLOYEES' UNION

Re: Continuation of Employer practice of providing Coffee, Tea, Juice, and Snacks; lunch and dinner


The Employer is prepared to continue the past practice of providing employees with free coffee, juice, tea, and snacks; providing lunch and dinner at a cost of \$2.75 per meal during their scheduled shifts.

**SIGNED ON BEHALF OF
THE UNION:**



Parm Sandhar
HEU Negotiator

**SIGNED ON BEHALF OF
THE EMPLOYER:**



Scott Ridgeway
Lead Negotiator, Labour
Relations

May 23, 2024

Dated

May 22, 2024

Dated

LETTER OF UNDERSTANDING # 2

BETWEEN

THE RENAISSANCE RESORT RETIREMENT LIVING INC.

AND

HOSPITAL EMPLOYEES' UNION

Re: Employee Parking

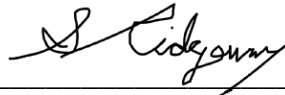
The Employer and the Union recognize that there is limited space for employee parking on The Renaissance Resort property. The Employer has contracted with the Langley School District for suitable parking spaces adjacent to The Renaissance Resort Property. The Employer currently provides and will continue to provide these spaces for employees, free of charge, until or unless the contract with the Langley School District is terminated.

**SIGNED ON BEHALF OF
THE UNION:**



Parm Sandhar
HEU Negotiator

**SIGNED ON BEHALF OF
THE EMPLOYER:**



Scott Ridgeway
Lead Negotiator, Labour
Relations

May 23, 2024

Dated

May 22, 2024

Dated

LETTER OF UNDERSTANDING # 3

BETWEEN

THE RENAISSANCE RESORT RETIREMENT LIVING INC.

AND

HOSPITAL EMPLOYEES' UNION

Re: Emergency Coverage and Mandatory Shift Coverage

The Employer will meet with the Union to establish a protocol for shift coverage when the call-in list have been exhausted.

Notwithstanding the above it is agreed that should the Employer have to impose extra hours on an employee, the Employer will do so in reverse order of seniority, impose the least number of hours required – including to continue to attempt to cover the remainder of the shift through the call-in process and pay overtime premiums on all hours worked regardless of the overtime threshold.

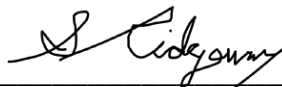
If child care, transit difficulties, or other personal circumstances do not permit the employees attendance, employees may decline without repercussions by the Employer.

**SIGNED ON BEHALF OF
THE UNION:**



Parm Sandhar
HEU Negotiator

**SIGNED ON BEHALF OF
THE EMPLOYER:**



Scott Ridgeway
Lead Negotiator, Labour
Relations

May 23, 2024

Dated

May 22, 2024

Dated

LETTER OF UNDERSTANDING # 4

BETWEEN

THE RENAISSANCE RESORT RETIREMENT LIVING INC.

AND

HOSPITAL EMPLOYEES' UNION

Re: MSP Premiums

The Employer and the Union agree to review the status of MSP premiums during the next round of bargaining.

**SIGNED ON BEHALF OF
THE UNION:**

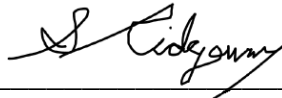


Parm Sandhar
HEU Negotiator

May 23, 2024

Dated

**SIGNED ON BEHALF OF
THE EMPLOYER:**



Scott Ridgeway
Lead Negotiator, Labour
Relations

May 22, 2024

Dated

LETTER OF UNDERSTANDING # 5

BETWEEN

THE RENAISSANCE RESORT RETIREMENT LIVING INC.

AND

HOSPITAL EMPLOYEES' UNION

Re: ESA Sick Leave

Whereas, during the 2021-2022 round of collective bargaining, the Parties discussed January 1, 2022 changes to legislation regarding paid sick leave; and

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

- (a) Amendments in the 2021-2022 round of collective bargaining ensured that such terms would be in accordance with the Collective Agreement and *Employment Standards Act* and Regulation, as applicable.
- (b) The Employer shall administer sick leave for eligible employees in accordance with the Collective Agreement and *Employment Standards Act* and Regulation, as applicable.
- (c) The amendments to B.C. Employment Standards paid sick leave do not provide for additional paid sick days in excess of the prescribed statutory level of paid sick days if the Employer already has in place sick leave provisions that meet the minimum statutory requirements.

**SIGNED ON BEHALF OF
THE UNION:**

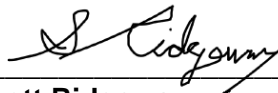


Parm Sandhar
HEU Negotiator

May 23, 2024

Dated

**SIGNED ON BEHALF OF
THE EMPLOYER:**



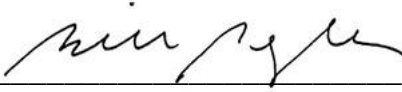
Scott Ridgeway
Lead Negotiator, Labour
Relations

May 22, 2024

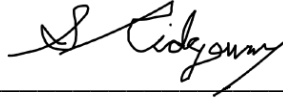
Dated

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**



Bill Pegler
Coordinator of Private Sector
& Special Projects



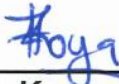
Scott Ridgeway
Lead Negotiator, Labour
Relations



Parm Sandhar
HEU Negotiator



Danielle Armstrong
General Manager



Fazinah Koya
Bargaining Committee



Shelly Prasad
Bargaining Committee

May 23, 2024

Dated

May 22, 2024

Dated