

RATIFICATION DOCUMENT

Between

**HCN-REVERA LESSEE (SUNWOOD) LP BY ITS GENERAL PARTNER HCN-REVERA
LESSEE (SUNWOOD) GP INC., OPERATING AS “*SUNWOOD*”**

and the

B.C. GENERAL EMPLOYEES’ UNION (BCGEU)

DEFINITIONS

- (a) "*Bargaining Unit*" is the unit for collective bargaining composed of employees at and from 12241 224th Street, Maple Ridge, BC, except those excluded by the *Labour Relations Code*, employed by HCN-Revera Lessee (Sunwood) LP by its general partner HCN-Revera Lessee (Sunwood) GP Inc., operating as "*Sunwood*".
- (b) "*Basic Rate of Pay*" means the rate of pay negotiated by the parties to this agreement, as specified in Appendix B (Wage Grid).
- (c) "*Continuous Employment*" means uninterrupted regular full-time and/or regular part-time employment with the Employer and includes periods of approved leave.
- (d) "*Day*" means a calendar day, unless otherwise specified in this agreement.
- (e) "*Dependant*" means a dependant as defined by the insurance carrier in the plan document.
- (f) "*Employee*" means a member of the bargaining unit who will be one of the following:
- (1) "*Full-Time Regular Employee*" means an employee who is regularly scheduled to work 37½ hours per week, or more as may be provided for under this agreement, on a continuing basis;
 - (2) "*Part-Time Regular Employee*" means an employee who is regularly scheduled to work less than 37½ hours per week, on a continuing basis;
 - (3) "*Casual Employee*" means an employee who is employed for relief purposes, or for work which is not scheduled on a regular basis, such as, but not limited to:
 - (i) paid leave relief
 - (ii) unpaid leave relief
 - (iii) temporary increase of workload
- A casual employee will be entitled to the terms and conditions set out in Appendix A (Casual Employees) and elsewhere in this agreement.
- (g) "*Employer*" means HCN-Revera Lessee (Sunwood) LP by its general partner HCN-Revera Lessee (Sunwood) GP Inc., operating as "*Sunwood*", 12241 224th Street, Maple Ridge, BC, V2X 8Y8.
- (h) "*Month*" means, when expressed in relation to a reference day, the date numerically corresponding to the reference day in the month in which the period begins or ends, as the case may be. "*Month*" means a calendar month when explicitly stated or the context clearly requires, unless otherwise specified in this agreement.
- (i) "*Probationary Employee*" means an employee who has not yet successfully completed their probationary period in accordance with Clause 11.3 (Probationary Employees).
- (j) "*Rest Period*" means a paid interval, which is included in the workday and is intended to give the employee an opportunity to have refreshments or a rest.
- (k) "*Spouse*" means the employee's legal spouse, or the person who has, for at least 12 months, been continuously living with the employee in a role like that of a marriage partner.
- (l) "*Union*" means the B.C. General Employees' Union (BCGEU).
- (m) "*Week*" means a period of seven consecutive days beginning:

- (1) for the purpose of calculating overtime, on Saturday;
- (2) for the purpose of average hours of work, on Saturday; and
- (3) for any other purpose, on any day.

(n) “Year” means, when expressed in relation to a reference day, the date numerically corresponding to the reference day in the same calendar month as the reference day in the year in which the period begins or ends, as the case may be. “Year” means a calendar year when explicitly stated or the context clearly requires, unless otherwise specified in this agreement.

ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

The purpose of this agreement is:

- (a) to maintain an orderly collective bargaining relationship between the Employer and its employees;
- (b) to recognize the value of joint discussions and negotiations; and
- (c) to provide compassionate care for the residents in a safe, comfortable environment, treating them and their families with the respect and dignity they deserve.

1.2 Future Legislation

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

- (a) The remaining provisions of the collective agreement shall remain in force and effect for the term of the collective agreement;
- (b) The Employer and the Union shall, as soon as possible, attempt to negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered.

1.3 Conflict with Policies

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

1.4 Harassment

- (a) The Employer and the Union agree to foster and promote a workplace environment free from harassment.
- (b) Nothing in this article limits the Employer's managerial and supervisory rights and responsibilities or the exercise of those rights and responsibilities as provided for in the Management Rights article of this collective agreement.
- (c) Any complaints pertaining to this article may be referred by the Union to Steps 1 and 2 of the grievance procedure under this collective agreement or the employee may file a complaint under the *BC Human Rights Code*.

(d) An employee who files a written complaint which would be seen by a reasonable person to be frivolous, vindictive or vexatious may be subject to disciplinary action. Disciplinary action taken may be grieved pursuant to Article 8 - Grievance Procedure.

ARTICLE 2 - BARGAINING AGENT RECOGNITION

2.1 Recognition

This agreement covers all employees of Sunwood at and from 12241 224th Street, Maple Ridge, BC, except those excluded by the *Labour Relations Code*.

The Employer recognizes the B.C. Government and Services Employees' Union as exclusive bargaining agent for all employees falling within the bargaining unit.

2.2 No Other Agreement

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

2.3 Union and Employer Representation

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

2.4 Correspondence and Directives

The Employer shall forward to the Union's designate a copy of:

- (a) any directives circulated to employees pertaining to the interpretation or application of this agreement;
- (b) any correspondence to any employee pertaining to the interpretation or application of the agreement as it applies to that employee.

2.5 Union Representatives

- (a) The Employer agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the Employer, or for the purpose of investigating and assisting in the settlement of a grievance.
- (b) Prior to attending the Employer's premises, the union representative shall first notify the Employer.
- (c) Any investigation or access as set out in (a) or (b) must not result in any disruption to the Employer's operation or affairs, and it must not result in any employee neglecting their work duties and responsibilities.

2.6 Recognition and Rights of Stewards

- (a) The Employer recognizes the Union's right to select stewards to represent employees. The Union agrees to provide the Employer with a list of the employees designated as stewards and alternates. The Union agrees to advise the Employer in writing of any change of steward as soon as possible. The Employer shall recognize up to three stewards elected or appointed by the Union.

(b) A steward shall receive the permission of the immediate supervisor/designate before leaving work to perform duties as a steward. Such permission, subject to operational requirements, shall not be unreasonably withheld. Leave for this purpose shall be with pay. The steward shall notify the immediate supervisor/designate on completion of their union duties.

(c) Duties of stewards are:

- (1) investigation of complaints;
- (2) investigation of grievances and assisting any employee whom the steward represents in preparing and presenting a grievance in accordance with the grievance procedure;
- (3) at the request of the Union or an employee, attending meetings called by the Employer, such as disciplinary meetings or investigations when disciplinary action may be anticipated;
- (4) other responsibilities as needed.

2.7 Bulletin Boards

The Employer agrees to supply an exclusive bulletin board for the posting of union notices in such place so as to inform employees in the bargaining unit of the activities of the Union. The location of the bulletin board shall be determined by mutual agreement.

2.8 No Discrimination

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

2.9 Union Insignia

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

2.10 Right to Refuse to Cross Picket Lines

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

2.11 Leave of Absence for Union Business

(a) The Employer shall grant leaves of absence to employees to attend union conventions, negotiations of the collective agreement with the Employer and other union business. The Union agrees that such leave will not unduly affect the proper operations of the Employer. Employees on such leave of absence will be paid by the Employer who will be reimbursed by the Union for the amount paid to the employee.

(b) Long-term leave of absence shall be without pay and without loss of seniority; the employee shall retain the seniority accrued immediately prior to commencing the leave and shall be credited with seniority for the period covered by the approved leave. Such leave will be granted:

- (1) for a period of up to one year for employees elected to a full-time position with the Union;

- (2) for a period of up to three years where an employee is elected to the position of President or Treasurer of the B.C. Government and Service Employees' Union;
- (3) for a period of up to one year where an employee is elected to any body which the Union is affiliated to. This leave would be renewed for an additional term upon written request.
- (c) In requesting such leaves of absence, the Union must give 14 days' written notice to the Employer. The Employer will respond, in writing, to the application within seven days.
- (d) It is agreed that the Union will elect three employees who will represent the Union in negotiations of subsequent collective agreements with the Employer.

2.12 Bargaining Unit Information

The Employer agrees to provide the Union with a list of employees covered by this agreement, their classification, employee status and addresses as provided by employees in January and July of each year. The Employer shall supply this information on hard copy.

ARTICLE 3 - UNION SECURITY

Employees within the bargaining unit, who were employed and were not members of the Union prior to the date of certification, shall have the option of joining the Union. Employees hired after the date of certification, December 4, 2020, are required to become members of the Union as a condition of employment.

Nothing in this collective agreement shall be construed as requiring an employee who was hired prior to the certification date, December 4, 2020, to become a member of the Union.

ARTICLE 4 - UNION DUES

The Employer is authorized and shall deduct in each pay period, an amount equal to union dues from each employee's pay. An employee shall, as a condition of employment, complete an authorization form providing for the deduction from the employee's biweekly pay an amount equivalent to the regular dues and/or assessments payable to the Union by a member of the Union.

The Employer shall remit any dues deducted to the Union along with a list of employees and the amounts deducted within 30 days of the deduction. The list shall include the employee name, classification, the pay period earnings and the amount of dues deducted.

The total amount of union dues deducted from an employee's pay shall be indicated on the employee's T4 slip.

The Union shall advise the Employer in writing, 30 days in advance of the amount of its dues and/or any changes in the amount of dues to be deducted.

ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES

- (a) A new employee shall be advised of the name and location of the union steward(s).
- (b) The Employer will endeavour to advise the respective union steward(s) of the name of a new employee and of their department within 10 days of their first day of work to a maximum of 14 days.

(c) The Employer will provide an opportunity for the new employee and the union steward to meet within regular working hours for a period not to exceed 15 minutes, without loss of pay, during the first 30 days of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and the employee's responsibilities and obligations to the Employer and the Union.

ARTICLE 6 - MANAGEMENT RIGHTS

The Union acknowledges that all management rights are vested exclusively with the Employer and without limiting the generality of the foregoing, it is the exclusive right of the Employer:

- (a) to determine and establish job content, the work to be done, the schedule and the standards and procedures for the performance of such work, the number of employees required and the duties to be performed by each from time to time;
- (b) to maintain order, discipline and efficiency and in connection therewith to establish, enforce and alter from time to time rules and regulations to be observed by employees;
- (c) to hire, transfer, layoff, recall, promote, demote, classify and assign duties; to discharge, suspend or otherwise discipline employees who have completed their probationary period, provided that a claim by any employee that they have unjustly been disciplined may be subject to the grievance procedure. Probationary employees may be discharged at the sole discretion of the Employer;
- (d) to operate and manage its affairs and Retirement Residence in as efficient and economical manner as it sees fit and to plan, direct and control the work of the employees and the operations of the Retirement Residence. This includes the right to introduce new and improved methods, facilities, equipment, and to control the amount of supervision necessary, combining or splitting up of departments, work schedules, and the increase or reduction of personnel in any particular area or on the whole;
- (e) to determine: the nature and kind of functions and operations to be conducted by the Employer; the services to be rendered and the method by which such services will be rendered; the kinds and locations of facilities, equipment, merchandise, goods, fixtures to be used, the type of resident services to be carried on; and the control of materials and goods.

ARTICLE 7 - EMPLOYER-UNION RELATIONS

7.1 Labour Management Committee

The Employer and the Union agree to establish a Labour Management Committee consisting of three employees and three representatives of the Employer. The Union shall appoint one alternate representative. On the written request of any of its members, the Labour Management Committee shall meet at least once every two months during the term of this agreement, to discuss issues relating to the workplace that affect the parties or any employee bound by this agreement. The purpose of the Labour Management Committee is to promote the cooperative resolution of the workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity. Employees shall receive their basic rate of pay for time spent in attendance at the Labour Management Committee.

7.2 Employee Attendance at Staff Meetings

- (a) Where an employee is directed by the Employer to attend a staff meeting or a committee meeting during their regular working hours, the employee shall be compensated at their regular hourly rate for the time spent in such attendance.
- (b) Where an employee is directed by the Employer to attend a staff meeting or committee meeting outside of normal working hours, they shall be credited with equivalent time off at their basic rate of pay.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.1 Grievance Procedure

- (a) The Employer and the Union recognize that grievances may arise concerning:
 - (1) differences and disputes between the parties respecting the interpretation, application, operation or alleged violation of a provision of this agreement, including a question as to whether or not a matter is subject to arbitration; or
 - (2) the dismissal, discipline or suspension of an employee bound by this agreement.
- (b) The procedure for resolving a grievance shall be the grievance procedure in this article.
- (c) Where the aggrieved employee is a steward, they shall not, where possible, act as a steward in respect of their own grievance but shall submit the grievance through another steward or union staff representative.

8.2 Step 1

In the first step of the grievance procedure, every reasonable effort shall be made to settle the dispute with the employer designate. The aggrieved employee shall have the right to have a steward present at such discussion. If the grievance is not settled at this step, it may be presented in writing at Step 2.

8.3 Time Limits to Present Written Grievance

An employee may initiate the written grievance at Step 2 of the grievance procedure, in the manner prescribed in Article 8.4, not later than 21 days after the date:

- (a) on which they were notified orally or in writing, of the action or circumstances giving rise to the grievance; or
- (b) on which they first became aware of the action or circumstances giving rise to the grievance.

8.4 Step 2

Subject to the time limits in Article 8.3, the employee may present a grievance at this level by:

- (a) recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
- (b) stating the article(s) or clause(s) of the agreement infringed upon or alleged to have been violated and the remedy or correction required; and
- (c) transmitting the grievance to the employer designate through the union steward.

8.5 Time Limit to Reply at Step 2

(a) Within 21 days of receiving the grievance at Step 2, the union steward and the employer designate shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.

(b) The employer designate shall reply in writing to an employee's grievance within seven days of the above noted meeting with the union steward or, if the meeting is waived, within seven days of the date the parties agreed to waive the meeting.

8.6 Dismissal or Suspension Grievance

In the case of a dispute arising from an employee's discharge, the Union shall meet with the Employer within 14 calendar days to discuss the dismissal, and failing resolution, may submit the matter to arbitration within 14 calendar days of the meeting.

In the case of a dispute arising from an employee's suspension, the grievance may commence at Step 2 of the grievance procedure within 14 calendar days of the date on which the suspension occurred, or within 14 calendar days of the employee receiving notice of suspension.

8.7 Deviation from Grievance Procedure

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

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

8.8 Amending Time Limits

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

8.9 Policy Grievance

Where either party to this agreement disputes the general application, interpretation, or alleged violation of an article of this agreement, the dispute shall be discussed initially with the Employer or designate and the Union within 14 calendar days of the occurrence.

Where no satisfactory agreement is reached, either party, within 14 calendar days, may submit the dispute to arbitration and shall then set forth the particulars in writing of the alleged violation to the other party.

8.10 Failure to Observe Time Limits

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

8.11 Investigator

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 this collective agreement, an Investigator agreed to between 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 days of the date of the receipt of the request and for those five 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 Investigator within a period of 30 days, either party may apply to the Director of the Collective Agreement Arbitration Bureau to appoint such a person.

Failing settlement at this step, the grievance may be referred to arbitration.

ARTICLE 9 - ARBITRATION

9.1 List and Appointment of a Single Arbitrator

When a party has requested that a grievance be submitted to arbitration, the parties shall have 21 calendar days to agree on a single arbitrator. The arbitrators shall be one of Chris Sullivan, John Hall, Corinn Bell, or any other as agreed to by the parties.

9.2 Binding Decision

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

9.3 Jurisdiction of the Arbitrator

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

9.4 Cost of Arbitrator

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

9.5 Expedited Arbitration

- (a) Those grievances agreed to be suitable for expedited arbitration shall be scheduled to be heard on a date and location mutually agreed to by the parties.
- (b) As the process is intended to be informal, outside lawyers will not be retained to represent either party.
- (c) The parties will endeavour to reach an agreed statement of facts.
- (d) Prior to rendering a decision, the Arbitrator may assist the parties in mediating a resolution to the grievance.
- (e) Where mediation is not successful or appropriate the grievance will proceed to the arbitration process.
- (f) The Arbitrator shall hear grievance(s) and shall render a verbal decision within two working days followed by a written decision within 14 working days of such hearing. No written reasons for the decision will be provided beyond that which the Arbitrator deems appropriate to convey a decision.
- (g) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.

- (h) Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect to any other matter.
- (i) The parties shall equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.
- (j) The expedited arbitrators, who shall act as sole arbitrators shall be Chris Sullivan, John Hall, Corinn Bell or any other as agreed to by the parties.

ARTICLE 10 - DISCIPLINE AND DISMISSAL

10.1 Discipline

- (a) The onus of proof shall rest with the Employer for discipline cases.
- (b) The Employer shall not dismiss or discipline an employee who has completed their probationary period except for just and reasonable cause.
- (c) If the Employer, in its sole discretion decides that the probationary employee is unsuitable for continued employment, that their performance is unsatisfactory, or that the employee is unwilling or unable to properly carry out their duties, the Employer may terminate the employee's employment at any time during the probationary period.

10.2 Notice of Dismissal or Suspension

- (a) Notice of dismissal or suspension, including that of a probationary employee, shall be in writing and shall set forth the reasons for dismissal or suspension and a copy shall be sent to the President of the Union or their designate within three calendar days of the Employer's action.
- (b) The employee shall be given a copy of any disciplinary document that will be placed in their personnel file.

10.3 Personnel File

An employee shall have the right to request that any disciplinary action, other than employee evaluations, be removed from the personnel file after 18 months has expired, provided that there has been no subsequent disciplinary action. Leaves of absence in excess of thirty (30) continuous calendar days will not count towards the eighteen (18) month period noted above.

An employee, or the President of the Union or their designate, with the employee's written authority, shall be entitled to view the employee's personnel file provided that the Employer is given adequate notice. Access to the personnel file shall be provided within seven calendar days of the request.

10.4 Right to Have Steward Present

An employee, who is subject to verbal warnings, or disciplinary action which is to be recorded in the employee's personnel file, shall have the right to the presence of a union steward. The employee shall be notified in advance of the purpose of such meeting. It shall be the responsibility of the employee to contact the steward. A union steward, who is subject to verbal warnings, or disciplinary action which is to be recorded in the employee's personnel file, shall have the right to the presence of a union representative or another union steward. This provision shall not apply to those discussions that are of an operational nature and do not involve imposition of disciplinary action.

10.5 Employment Abandoned

An employee who fails to report for work and who does not notify the Employer within three workdays and who does not provide reasonable grounds for their absence will be considered as having abandoned their position. An employee who has been deemed to have abandoned their employment will be given an opportunity to demonstrate there was an acceptable reason for their unauthorized absence.

10.6 Right to Grieve Disciplinary Action

Disciplinary action grievable by the employee shall include letters of discipline, adverse employee evaluations, suspensions and terminations. An employee shall be given a copy of any such document placed on the employee's file. Should an employee dispute any such entry in their file, they have recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel file.

ARTICLE 11 - SENIORITY

11.1 Seniority Defined

Seniority shall be defined as the length of the employee's continuous employment with the residence and shall accumulate based on straight-time paid hours since the date of certification (December 4, 2020) including service prior to certification of the Union.

11.2 Leaving the Bargaining Unit

An employee who accepts a temporary assignment with the Employer outside the bargaining unit shall not accrue seniority. The employee shall retain seniority accrued in the bargaining unit should they return to the bargaining unit.

11.3 Probationary Employees

(a) It is understood that all new employees will be subject to a probationary period of 488 hours worked. The Employer may dismiss a probationary employee where the probationary employee is found to be unsuitable for continued employment in the position to which they have been appointed. The probationary period for part-time employees shall not exceed six calendar months. Upon completion of the probationary period, the initial date of hire shall be used for benefits and seniority hours.

(b) The parties may also agree to mutually extend the probationary period.

11.4 Loss of Seniority

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

- (a) resigns from the employ of the Employer;
- (b) is discharged for just and reasonable cause;
- (c) is on layoff for more than six consecutive months;
- (d) after a layoff, fails to report to work within three working days after being recalled by telephone or registered letter addressed to the address last provided by the employee to the Employer;
- (e) is absent without leave for three or more consecutive days without having notified the Employer;

- (f) uses an authorized leave of absence for a purpose other than that for which the leave was granted;
- (g) fails to return to work upon the expiration of an authorized leave of absence or vacation unless a reason satisfactory to the Employer is given; or
- (h) is in the employ of another employer during the employee's regularly working hours while on a leave of absence.

11.5 Seniority List

The Employer shall provide the Union with current seniority list for regular full-time and part-time employees in January and July of each year. An updated seniority list shall be provided upon request if layoffs occur. This list shall include:

- (a) employees name;
- (b) classification; and
- (c) seniority in hours.

Seniority dates shall be subject to correction for error on proper representation by the Union.

ARTICLE 12 - VACANCY POSTING

12.1 Job Posting

- (a) Where the Employer intends to fill a vacancy that is expected to be for a period in excess of 60 calendar days, in an existing or new classification, the Employer shall post the vacancy to be filled for a period of seven calendar days and the posting shall include the classification, wage rate, qualifications, hours of work and a brief outline of the position and the closing date for applications. The Employer may advertise externally at the same time as internally.
- (b) A change in the starting or quitting times, shift schedules, or scheduled days off shall not constitute a vacancy.

12.2 Temporary Appointments

- (a) Until the vacancy is filled through the job posting provisions, the Employer may make temporary appointments from within the bargaining unit.
- (b) All applications for posted vacancies shall be submitted in writing to the Employer by the closing date.
- (c) In the event that more than one qualified employee applies for the posted vacancy, the Employer will consider experience, ability and qualifications and where these factors are considered equal, the applicant with the most seniority shall fill the vacancy.
- (d) The successful candidate, if an external candidate, shall serve a probationary period of 488 hours worked.

12.3 Trial Period

When a vacancy is filled by an existing employee, the successful applicant shall serve a trial period of 325 hours worked. Conditional on satisfactory performance, the successful applicant shall become permanent

after successful completion of the trial period. During the trial period, if the successful applicant is unsatisfactory in the position, or if they find they are unable to perform the duties of the new position or wish to return to their former position, they shall be returned to their former position at their former wage rate and without loss of seniority. All employees who changed job positions in consequence, will return to their previous position, at their former rate of pay and without loss of seniority.

ARTICLE 13 - LAYOFF AND RECALL

13.1 Layoff and Recall

- (a) A layoff shall be defined as a cessation of employment, a reduction of the number of weekly hours of more than 20%, or the elimination of a position due to a reduction in the amount of work required to be done by the Employer.
- (b) In the event of a layoff, employees shall be laid off by job classification in reverse order of seniority.
- (c) A laid off employee may bump the most junior employee in any department, provided the laid off employee has more seniority and is willing and qualified and has the ability to do the job of the junior employee. In no circumstance will an employee affect a promotion through a bump.

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

- (d) Employees on layoff shall be recalled in order of seniority, subject to their willingness, qualifications and ability to do the work available. It shall be sufficient for the Employer to send notice of recall to the employee by registered mail to the employee's last known address. The Employer shall provide three days' notice. If the employee is employed elsewhere and has to give notice they will advise the Employer of the amount of notice but in any event the notice period will not exceed two weeks.
- (e) Except in cases of emergency or disaster, the Employer shall give each employee who has acquired seniority and who is to be permanently laid off, written notice of layoff, in accordance with the following schedule:

- (1) one week's notice or pay after three months continuous employment;
- (2) two weeks' notice or pay after 12 months continuous employment;
- (3) three weeks' notice or pay after three years continuous employment, plus one additional week's wages for each additional year of employment, to a maximum of eight weeks' notice or pay.

ARTICLE 14 - HOURS OF WORK

14.1 Hours of Work

- (a) The regular full-time workday will consist of seven and one-half hours of work exclusive of a one-half hour unpaid meal break.
- (b) The regular part-time workday will be four hours or more, up to seven and one-half hours in a day, exclusive of a one-half hour unpaid meal break as applicable.

(c) Where the Employer requires an employee to work or be available for work or not leave the worksite during their meal break, the employee's regular hours of work will be inclusive of a one-half hour paid meal break.

14.2 Scheduling

(a) The Employer will post work schedules at least two weeks prior to the effective date of the schedule.

(b) Employees will be in their respective assigned work locations and ready to commence work at their designated start times, and they will not leave their work location at times or in a manner inconsistent with this agreement.

14.3 Changes in Scheduling

(a) Employees who are unable to report for their scheduled shift due to personal illness or emergency will provide the Employer with notice at the earliest possible time to allow the Employer to cover the absence.

(b) Employees may exchange shifts with the prior written authorization of the appropriate manager, provided that a minimum of 48 hours' notice is given. There will be no increased cost to the Employer because of a shift exchange. This provision will not be used for extensive or ongoing shift exchanges between employees.

(c) Where an employee reports for work as scheduled and no work is available, the employee will be entitled to a minimum of four hours' pay at their regular rate provided that if requested by the Employer, the employee will perform a minimum of four hours of such available work within their classification as the Employer may assign.

14.4 Call-In Procedure

(a) The order of steps to cover a scheduled shift as a result of a sick day will be as follows:

(1) Employees in the affected department and classification, who have stated their availability and do not trigger any additional or premium costs, will be called in order of their seniority from last accepted.

(2) Then qualified employees in any other department or classification, who have stated their availability and do not trigger any additional or premium costs, will be called in order of their seniority.

(3) Employees could then be called in from the department and classification in order of their seniority from last accepted. It is understood that the appropriate overtime charges would apply.

(b) Regular employees requesting additional hours must give the Employer written notice of their desire to work additional hours and their availability and may withdraw by providing the Employer with written notice.

14.5 Meal and Rest Periods

(a) An employee working a full seven and one-half hour shift will receive two 15-minute paid rest periods.

(b) An employee working a shift of four hours or more but less than the full seven and one-half hours will receive one 15-minute paid rest period.

- (c) An employee working a shift of five hours or more will receive a 30-minute unpaid meal break as close as practical to the middle of the workday, in addition to any rest periods under (a) or (b) above.

14.6 Daylight Saving Time

During the changeover from Pacific Daylight Saving Time to Pacific Standard Time, or vice versa, an employee will be paid for the actual hours worked during that shift. Where applicable, overtime rates will apply.

14.7 Call-In Hours and Rates

- (a) Where an employee is called in to work prior to the commencement of their normally scheduled shift, those hours worked prior to the scheduled shift will be paid at their basic rate of pay or the overtime rate of pay, as applicable.
- (b) An employee who is called back to work outside of their normally scheduled working hours will be paid their basic rate of pay or the overtime rate of pay, as applicable, for all hours worked.

ARTICLE 15 - EDUCATION

Where maintaining or renewing a course, training program or licence is a condition of continued employment for an existing employee, the Employer will be responsible for the cost of it and time in attendance will be paid.

ARTICLE 16 - PAID HOLIDAYS

16.1 Paid Holidays

- (a) Full-time employees who have completed 30 days' employment shall receive the following holidays with pay:

| | |
|----------------|------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| BC Day | Family Day |

- (b) The intent is that there shall be no more than 12 paid holidays in each calendar year. If another federal, provincial, or municipal holiday should be proclaimed during the term of this collective agreement, such additional holiday will replace one of the designated holidays in the collective agreement.

16.2 Holiday Pay

- (a) Holiday pay for an employee who works regular hours will be computed on the basis of the number of hours the employee would have worked had there been no holiday, at their regular rate of pay.

(b) Holiday pay for an employee who works irregular hours on at least 15 of the last 30 days prior to the paid holiday is calculated by dividing the employee's total wages, excluding overtime, earned in the 30-day period by the number of days worked.

(c) Paid hours (e.g., worked shifts, paid vacation days, paid sick days) shall be counted when determining if an employee has worked 15 days out of the last 30 days prior to a paid holiday.

16.3 Holiday Falling on a Day of Rest

If one of the above-named holidays occurs on an employee's regular days off the employee shall receive their regular day's pay. If one of the above-named holidays occurs during an employee's vacation period the employee shall receive an additional day off.

16.4 Absences on a Paid Holiday

(a) Any employee scheduled to work on a holiday, and who does not report for work, shall forfeit their pay and holiday pay, unless the absence is due to illness verified a medical doctor's certificate, or due to bereavement, in which case the employee will receive holiday pay as stipulated in Clause 16.2 above.

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

16.5 No Pyramiding

There shall be no pyramiding of premium pay, overtime pay, sick leave pay and paid holiday pay.

16.6 Holiday Pay for Full-Time and Part-Time Employees

Eligible full-time and part-time employees who are required by the Employer to work on a designated holiday will receive:

- (a) one and one-half times the regular rate of pay for hours worked on that day; plus
- (b) another day off with pay.

16.7 Holiday Pay for Casual Employees

Casual employees will be paid one and one-half times the basic rate of pay for hours worked on a designated holiday.

16.8 Christmas Day

Notwithstanding the eligibility requirements, any employee (regardless of employment status) required to work on December 25th shall receive pay and time off in accordance with Clauses 16.6 and 16.7 above, as though they met the eligibility requirements.

ARTICLE 17 - OVERTIME

17.1 Definition of Overtime

- (a) Overtime is defined as the authorized hours worked:
 - (1) in excess of seven and one-half hours in a day; or
 - (2) in excess of 37.5 hours in a week.

17.2 Overtime Authorization

All overtime must be authorized in advance by the Employer.

17.3 Allocation of Overtime

Except for emergency or last-minute requirements, the Employer will offer overtime within a classification on the basis of seniority, subject to the employee's stated availability.

17.4 Overtime Pay

- (a) The Employer will pay the employee overtime wages for time worked beyond the full-time daily or weekly hours in Clause 17.1 (Definition of Overtime).
- (b) The Employer will pay overtime as follows:
 - (1) time and one-half for overtime worked up to 12 total straight time and overtime hours in a day; and
 - (2) double-time for hours worked beyond 12 total straight time and overtime hours in a day.

ARTICLE 18 - VACATION**18.1 Vacation Entitlement**

Effective January 1, 2023, vacations with pay shall be granted to employees based on their length of continuous employment as of December 31st of the preceding year as follows:

- (a) For Full-Time Employees

| Years of Employment | Vacation | Vacation Pay |
|------------------------------------|-------------|--------------|
| Less than five years of employment | two weeks | 4% |
| After five years of employment | three weeks | 6% |
| After 10 years of employment | four weeks | 8% |
| After 15 years of employment | five weeks | 10% |

- (b) Part-time employees are entitled to vacation and vacation pay based on the amounts set out in (a) above, prorated according to their straight-time hours worked in the preceding calendar year.
- (c) Casual employee shall be paid the percentage noted below, of their straight-time hours paid on each paycheck.

| Years of Employment | Vacation Pay |
|------------------------------------|--------------|
| Less than five years of employment | 4% |
| After five years of employment | 6% |
| After 10 years of employment | 8% |

18.2 No Vacation Carryover

Vacation time will not be cumulative from year to year.

18.3 Vacation Scheduling

- (a) On or before January 15th of each year, the Employer will advise such employee in writing of their vacation entitlement for the calendar year and the deadline in (b) below.
- (b) Written requests for vacation for the calendar year will be submitted by February 15th.
- (c) Vacations will be approved in order of seniority by department, subject to operational requirements.
- (d) Written responses for vacation requests will be provided to each employee by March 15th.
- (e) Where an employee chooses to split their annual vacation, their second and subsequent choices of vacation will be considered only after all other employees concerned have made their initial selection.
- (f) The vacation scheduled will be posted within each department by March 15th.
- (g) Vacation requests received after February 15th will be approved on a first come, first served basis.
- (h) Written vacation requests received after this time period will be returned to the employees within two weeks of the receipt of the request.

18.4 Vacation Pay on Termination

If an employee's employment terminates for any reason, then the Employer will pay them all earned vacation pay.

ARTICLE 19 - SICK LEAVE

19.1 Sick Leave Entitlement

- (a) Pay for sick leave is for the sole and only purpose of protecting employees against loss of income arising from personal illness or injury and will be granted to full-time and part-time regular employees on the following basis:
 - (b) Full-time and part-time employees will, at the beginning of each calendar year, be credited sick leave credits for personal illness, after completion of the probationary period as follows:
 - (c) After successful completion of the probation period, full-time employees will be credited with 52.5 sick leave hours. Part-time employees will be credited with 22.5 sick leave hours. These increased sick leave hours are effective January 1, 2023.
 - (d) full-time and part-time employees completing their probationary period part way through the year, if probation is completed before the 15th of the month, will be credited a full month for that month x yearly entitlement. Regardless of their scheduled hours, employees will be granted sick leave hours at the rate of 4.375 hours per month worked to the applicable maximum.
 - (e) Unused sick leave hours will not carry over from one year to the next.

19.2 Notice and Proof of Absence

- (a) An employee who is unable to attend work due to sickness or injury will notify the Employer as soon as possible to allow the Employer to cover the absence.
- (b) The Employer may require proof of sickness or injury, or relevant additional medical information, when reasonable to do so in the circumstances.

19.3 Return to Work

- (a) An employee who absent because of sickness or injury will contact the Employer on a reasonable basis regarding their prognosis including anticipated date of return to work.
- (b) Employees who have been absent from work due to extended illness or injury must provide two weeks' notice to the Employer prior to their return to work so as to enable the Employer to make necessary adjustments in the work schedule. The Employer will make every effort to return employees to their regular work schedules as soon as possible, but no later than 14 days after receiving notice.
- (c) After an absence due to illness or injury and where reasonable, the Employer may require documentation from a medical practitioner, nurse practitioner or Workers' Compensation Board, certifying that the employee is medically able to resume the full duties of their position.

ARTICLE 20 - LEAVES OF ABSENCE

20.1 General Leave

The Employer may grant a request for a leave of absence without pay for personal reasons, provided the Employer receives at least three weeks' notice in writing (except in case of emergency) and provided that such leave may be arranged without undue inconvenience to the normal operations. Applicants when applying must indicate the reason for the leave of absence, the date of departure and specify the date of return. The Employer will reply to the request in writing with a copy to the Union. Such requests shall not be unreasonably denied.

20.2 Bereavement Leave

(a) *Spouse or Dependent Child*

An employee will be granted up to five regular scheduled workdays of bereavement leave, without loss of pay, to attend the funeral in the case of death of a spouse or dependent child.

(b) *Immediate Family Member*

An employee will be granted up to three regular scheduled workdays of bereavement leave, without loss of pay, to attend the funeral in the case of death of a parent/stepparent, grandparent, sibling, or non-dependent child/stepchild.

(c) *Other Family Member*

An employee will be granted up to one regular scheduled workday of bereavement leave, without loss of pay, to attend the funeral in the case of death of an aunt, uncle, niece, nephew, sibling-in-law, or former spouse.

(d) *Bereavement Leave Conditions*

An employee will not be eligible to receive payments under Clause 20.2 (Bereavement Leave) for any days on which they are receiving any other payments such as holiday pay, vacation pay, or sick pay. Bereavement pay will only be paid for days upon which the employee was scheduled to work between the date of death and the day after the funeral.

20.3 Health and Welfare Benefits While on Unpaid Leave of Absence

(a) *First Four Weeks of Unpaid Leave*

If an employee on unpaid leave wants to maintain their health and welfare benefits, the Employer will bill them for their usual share of premium costs, if any, and continue to pay its share of premium costs for a maximum of four weeks of leave in a calendar year.

(b) *After Four Weeks of Unpaid Leave*

If an employee on unpaid leave wants to maintain their health and welfare benefits after the period in (a) above, the Employer will bill them for premium costs monthly in advance and the employee will pay the premiums or benefits may be discontinued for the duration of the leave.

(c) *Benefits Continue on Some Leaves*

Despite (a) and (b) above, if this agreement states or the Employment Standards Act requires that access to benefits will continue during a particular unpaid leave, then the employee may choose to continue their benefits. The Employer will then continue paying its usual share of premium costs, and the employee will continue their usual share of premium costs, if any. The Employer may discontinue benefits for the duration of the leave after giving an employee reasonable notice they are behind on payment and opportunity to pay. For clarity, benefits will continue on paid leaves.

20.4 No Gainful Employment While on Leave

An employee must not engage in gainful employment while on a leave of absence unless approved in advance by the Employer. Employee requests to engage in gainful employment while on leave will not normally be approved. An employee who engages in unapproved gainful employment while on leave will be subject to discipline up to and including discharge.

ARTICLE 21 - MATERNITY AND PARENTAL LEAVE

21.1 Maternity Leave

(a) The employee will be granted leave for a period not longer than 17 consecutive weeks.

(b) The period of maternity leave will commence not earlier than 13 weeks before the expected birth date, and no later than the actual birth date. The period of maternity leave will end no earlier than six weeks after the date of birth, except in accordance with (c) below, and will end no later than 17 weeks after the birth date.

(c) A request for shorter period under (b) above must be given in writing to the Employer at least two weeks before the date that the employee indicates they intend to return to work, and the employee must furnish the Employer with a certificate of a qualified medical practitioner or nurse practitioner stating that the employee is able to resume work.

(d) The Employer will, upon the request of the employee, modify the commencement of maternity leave for any period approved in writing by a qualified medical practitioner or nurse practitioner.

(e) An employee may be required to commence a maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a qualified medical practitioner or nurse practitioner stating that they are able to perform their duties. However, where practical, the Employer will provide the employee with an opportunity to continue employment with appropriate alternative duties, before requiring an employee to take a leave of absence.

- (f) An employee who requests maternity leave under this clause after the termination of the employee's pregnancy will be granted up to six consecutive weeks of unpaid leave beginning on the date of the termination of the pregnancy and ending no more than six weeks after the leave begins.
- (g) Maternity leave may be extended for up to an additional six months for health reasons where a qualified medical practitioner's or nurse practitioner's certificate is presented.

21.2 Parental Leave

- (a) Upon application, an employee will be granted leave of absence following the birth or adoption of the employee's child. The employee will have to furnish a medical certificate or other evidence stating the date of birth of the child or, where applicable, proof of adoption.
- (b) Upon application, employees will be granted parental leave as follows:
- (1) in the case of a parent who takes maternity leave, up to 61 consecutive weeks commencing immediately following the end of the maternity leave unless the employee and the Employer agree otherwise.
 - (2) in the case of a parent who does not take maternity leave, up to 62 consecutive weeks of unpaid leave starting within 78 weeks of birth.
 - (3) in the case of an adopting parent, up to 62 consecutive weeks commencing within the 78-week period following the date the adopted child comes into the actual care and custody of the parent or within the two-week period preceding the date the adopted child comes into the actual care and custody of the parent.
- (c) If the child suffers from a physical, psychological, or emotional condition, the employee is entitled to an additional period of unpaid parental leave of up to five weeks. The employee's qualified medical practitioner, nurse practitioner or the agency that placed the child must certify that such an additional period of parental leave is required.

21.3 Leave Without Pay

All leave taken under Article 21 (Maternity and Parental Leave) is leave without pay.

21.4 Aggregate Leave

The aggregate amount of leave of absence from employment that may be taken by an employee under Clauses 21.1 (Maternity Leave) and 21.2 (Parental Leave) in respect of the birth or adoption of any one child will not exceed 78 weeks, except as provided under Clauses 21.1(g) and/or 21.2(c).

21.5 Return from Leave

- (a) On return from leave, an employee will be placed in their former or similar position.
- (b) Vacation entitlement, not vacation pay, will continue to accrue while an employee is on leave pursuant to Clauses 21.1 (Maternity Leave) or 21.2 (Parental Leave).

21.6 Seniority Rights on Return to Work

An employee who returns to work after the expiration of the maternity and/or parental leave will retain the seniority they had accrued immediately prior to commencing the leave and will be credited with seniority for the period covered by the approved leave.

21.7 Sick Leave Credits

- (a) Prior to the commencement of maternity leave, illness arising due to pregnancy may be covered by normal sick leave.
- (b) Sick leave may be used by any pregnant employee, authorized by the receipt of a qualified medical practitioner's or nurse practitioner's statement to the Employer.

ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY

22.1 Occupational Health and Safety Committee

- (a) The Employer and the Union agree to establish an Occupational Health and Safety Committee, as set out in the *Occupational Health and Safety Regulation of the Workers Compensation Act*, to be comprised of two employee representatives and two employer representatives. The Union shall appoint one alternate representative.
- (b) This Committee will function in accordance with the *Occupational Health and Safety Regulations* pursuant to the *Workers Compensation Act*.
- (c) This Committee shall hold regular meetings, but no less than at least once each month and minutes will be kept of all committee meetings and a copy of these minutes sent to the Employer, the Union and the WCB.
- (d) Employee representatives shall be compensated at the basic rate of pay for attendance at meetings of the Committee.

22.2 Investigation of Accidents

The Occupational Health and Safety Committee shall be notified of each accident or injury and ensure that accident investigations are carried out as required by the *Workers Compensation Act*.

22.3 Transportation of Injured Employees

The Employer shall assume the expense of transporting the employee injured on duty to the nearest physician or hospital for treatment.

ARTICLE 23 - CONTRACTING OUT

Except in the case of an emergency, the Employer agrees to give the Union notice in writing, at least 60 days prior to contracting out any work which may result in the layoff of any employee in the bargaining unit. Discussions will commence between the parties within 10 days of such notice and every reasonable effort will be made to provide continuing employment for affected employees with the contractor.

ARTICLE 24 - BENEFIT PLANS

24.1 Eligibility

A regular employee who has completed their probationary period and is full-time, or who is part-time and works a minimum of 30 hours per week (18 hours per week effective June 1, 2022), is eligible for benefits under this article.

24.2 Employee and Family Assistance Program

The Employer will provide an employee and family assistance program (EFAP) to a regular employee and their dependants.

ARTICLE <X> - REGISTERED RETIREMENT SAVINGS PLAN

Effective January 1, 2023, full-time and part-time employees shall be eligible to participate in a voluntary group registered retirement savings plan (RRSP) with 1% matching contributions upon completion of six months of service.

ARTICLE 25 - PAYMENT OF WAGES

25.1 Rates of Pay

- (a) All employees shall be paid by direct deposit and their pay statements will be made available electronically, biweekly on pay day.
- (b) Employees shall be paid in accordance with Appendix B (Wage Grid). Payroll errors will be corrected and paid to the employee within 7 (seven) days.
- (c) Notwithstanding (b) above, the parties recognize that depending on when in the payroll cycle the payroll error is identified, it may be impossible to meet the 7 (seven) day timeframe. In this event, the Employer commits to correcting the error and paying the employee as quickly as possible.

25.2 Payment of Wages Upon Termination, Layoff or Resignation

- (a) When an employee resigns, the Employer shall pay all wages owing to the employee within six days of the date of their resignation.
- (b) When an employee's services are terminated, the Employer shall pay all wages owing to the employee within 48 hours, exclusive of Saturdays, Sundays or holidays.
- (c) When an employee is laid off, the Employer will pay all wages to the employee on the next scheduled payday.

25.3 Substitution

- (a) Where an employee is required by the Employer to perform the duties of a higher rated bargaining unit position for one shift or more, such employee shall be paid the rate in the higher classification that is next above the employee's own wage rate, excluding the start rate.
- (b) When an employee is temporarily transferred by the Employer to a lower rated position, the employee will receive their own wage rate.
- (c) If a temporary transfer to a lower rated position is requested by an employee or to avoid layoffs, the employee shall be paid at the hourly rate for the lower rated position corresponding with their previous placement on the grid.
- (d) The Employer shall assign employees to substitute in a higher classification based on seniority among those qualified.

ARTICLE 26 - JOB CLASSIFICATIONS AND WAGE RATES

- (a) The Employer shall provide the Union with job descriptions for the classifications in the bargaining unit set out in Appendix B (Wage Grid), within four months of ratification.
- (b) When the Employer establishes a new bargaining unit position or substantially changes a current job description, it shall provide the Union with a job description and the wage rate established by the Employer. Should the Union disagree with the wage rate, the matter may be filed at Step 2 of the Grievance Procedure.

ARTICLE 27 - GENERAL CONDITIONS

27.1 Indemnity

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

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

27.2 Copies of the Collective Agreement

- (a) A final collective agreement including all changes made will be signed by parties within three months after ratification.
- (b) The Union shall print the collective agreement in an agreed to format, and shall distribute copies of the collective agreement to employees.
- (c) The Union and the Employer shall each contribute 50% to the cost of printing the collective agreement.

27.3 Lockup for Personal Effects

- (a) The Employer agrees to provide lockers for the use of employees while on shift. Employees shall provide their own locks to secure personal effects.
- (b) One locker shall be designated for the BCGEU stewards' use and the Employer shall not enter such locker without the presence of a steward.

27.4 Criminal Record Check

The Employer will cover the cost of a criminal record check for a current employee if a criminal record check is required by the Employer.

27.5 Uniform Allowance

- (a) Uniform allowance is for the sole and exclusive purpose of maintaining appropriate work attire at all times. Employees shall have the responsibility of cleaning and maintaining their uniform if it is not in a state of good repair.
- (b) Where required by the Employer, uniforms for staff of all departments must be purchased from the supplier chosen by the Employer. No exceptions will be permitted unless otherwise approved by the Employer.

(c) The Employer shall provide a uniform allowance for all Employees who are required by the Employer to wear a uniform which shall be paid at the rate of 8¢ per hour worked. The uniform allowance will be payable on a biweekly basis.

ARTICLE 28 - HARASSMENT AND DISCRIMINATION IN THE WORKPLACE

28.1 Harassment and Discrimination Free in the Workplace

The parties are committed to promoting a work environment in which all people who enter the site will conduct themselves in a civil and respectful manner. Complaints of harassment, discrimination and bullying will be taken seriously and will be addressed in a timely manner.

- (a) Substantiated complaints of harassment, discrimination and/or bullying will lead to discipline up to and including termination.
- (b) An employee who files a complaint which would be seen by a reasonable person to be frivolous, vindictive or vexatious may be subject to disciplinary action up to and including termination.
- (c) The following behaviour is expressly prohibited:
 - (1) Unwelcome conduct, deliberate or unintended, including verbal, nonverbal, physical, or unsolicited conduct that is based on a person's protected status under the BC Human Rights Code, such as race, colour, religion, sex, age, national origin, citizenship status, disability, sexual orientation, gender identity or expression, or any other protected status;
 - (2) Abusive language, physical aggression, deliberately causing injury to another or any disorderly conduct or malicious disturbance, including intimidation or harassment of others.
 - (3) Sexual harassment or conduct based upon gender, whether it is directed toward a person of the same or opposite sex, including unwelcome sexual advances, requests for sexual favours, as well as other physical, verbal or visual conduct (including print or electronic communications); and,
 - (4) Any conduct which would be seen by a reasonable person to be unacceptable and/or creates a hostile, offensive or intimidating working environment that interferes with the individual's work performance. It may be one incident or a series of incidents.
- (d) Protection against harassment and discrimination extends to residents, family members, business employees, such as outside consultants, professionals and other providers of goods or services to the workplace.
- (e) Harassment and discrimination does not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities.

28.2 Personal and Psychological Harassment Definition

- (a) An employee allegedly being harassed or discriminated against shall register the complaint in accordance with the "four step communication process" and/or "reporting inappropriate activities" contained in the Employer's Code of Conduct booklet or through the Union.
- (b) Good faith actions of a manager or supervisor relating to the management and direction of the employees - such as assigning work, providing feedback to employees on work performance, and taking reasonable disciplinary action - do not constitute harassment.

ARTICLE 29 - DURATION OF AGREEMENT

29.1 Duration

This agreement shall be for the period from the date of ratification up to and including April 30, 2023.

29.2 Notice to Bargain

This agreement may be opened to collective bargaining by either party giving written notice to the other party on or after January 1, 2023 but in any event, no later than midnight on January 30, 2023.

Where no notice is given by either party prior to January 31, 2023 both parties shall be deemed to have given notice under this section on January 31, 2023.

29.3 Agreement to Continue in Force

(a) Both parties shall adhere fully to the terms of this agreement during the period of collective bargaining and until a new agreement is signed.

(b) During the term of this collective agreement, the Union agrees that there shall be no strike, and the Employer agrees that there shall be no lockout. Strike shall include any strike, picketing, sit-down, stand-in, study session, slowdown, or other curtailment or restriction of productivity, or interference with work in or about the Employer's Residences, or any other act as defined in the *Labour Relations Code* of British Columbia.

29.4 Change in Agreement

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

APPENDIX A - CASUAL EMPLOYEES

A.1 Casual Employee Terms and Conditions

(a) A casual employee will be entitled and subject to all terms and conditions of this collective agreement except for the following:

- (1) Article 11 (Seniority), except as it relates to casual employee lists;
- (2) Article 13 (Layoff and Recall);
- (3) Clauses 14.2 (Scheduling) and 14.3 (a) and (b);
- (4) Article 19 (Sick Leave);
- (5) Article 20 (Leaves of Absence);
- (6) Article 21 (Maternity and Parental Leave); and
- (7) Article 24 (Benefit Plans).

(b) A casual employee may achieve regular employee status only by successfully bidding into a permanent vacancy through the posting procedure.

- (c) Casual employees shall serve a probationary period of 488 hours worked. During the probationary period, casual employees may be discharged if they are unsuitable for continued employment.
- (d) A casual employee who has not completed probation under this clause and who is reclassified as a regular employee shall serve a probationary period pursuant to its definition in the collective agreement.
- (e) Where a casual employee who has completed probation is reclassified to a full time or part time employee, such employee shall not be required to serve another probationary period but will be required to complete the trial period.

APPENDIX B - WAGE GRID

An employee will be paid the appropriate hourly rate according to the wage grid below.

Wage Grid

| Classification | Step | Current | Effective Date of Ratification 2.5% | Effective May 1, 2022 2.5% | Effective Sep 1, 2022 \$0.50 | Effective Jan 1, 2023 \$0.50 |
|--|-----------------------|---------|-------------------------------------|----------------------------|------------------------------|------------------------------|
| Dishwasher | Start | \$15.76 | \$16.15 | \$16.55 | \$17.05 | \$17.55 |
| Receptionist, Housekeeping Aide, Assistant Cook, Dietary Aide | Start | \$17.53 | \$17.97 | \$18.42 | \$18.92 | \$19.42 |
| | After 1950 hrs worked | \$17.66 | \$18.10 | \$18.55 | \$19.05 | \$19.55 |
| | After 5850 hrs worked | \$17.83 | \$18.28 | \$18.74 | \$19.24 | \$19.74 |
| Night Attendant | Start | \$18.37 | \$18.83 | \$19.30 | \$19.80 | \$20.30 |
| Environmental Services Aide | Start | \$22.24 | \$22.80 | \$23.37 | \$23.87 | \$24.37 |
| Cook | Start | \$22.53 | \$23.09 | \$23.67 | \$24.17 | \$24.67 |
| | After 1950 hrs worked | \$22.73 | \$23.30 | \$23.88 | \$24.38 | \$24.88 |
| | After 5850 hrs worked | \$22.93 | \$23.50 | \$24.09 | \$24.59 | \$25.09 |

LETTER OF UNDERSTANDING 1 Article 24 (Benefit Plans)

The Employer will maintain current benefit plan entitlements, terms and conditions which were in place prior to certification, for the life of this collective agreement.

LETTER OF UNDERSTANDING 2 Sick Leave for Part-Time or Casual Employees

The Employer agrees to act in good faith with respect to the application of the current BC *Employment Standards Act* which provides paid sick leave days and agrees not to challenge claims for sick leave for part-time or casual employees on the basis of a "meet or exceed" test.

ADDITIONAL LANGUAGE AGREED IN MEMORANDUM OF SETTLEMENT

[The following language was agreed by the parties in the memorandum of settlement and will be binding on the parties but will not appear in the collective agreement.]

CONTRACTING OUT

There will be no contracting out of bargaining unit work during the life of this collective agreement.

VACATION ENTITLEMENT

The parties agree to remedy the impasse discussed at the bargaining table regarding members moving from a “1 bank” (earn and take vacation in the same year) to a “2 bank” (earn vacation this year and take next year) system.

BCGEU members will be offered two options:

Option 1 -

They can take their vacation time in 2022 without pay. In the 2023 vacation year, their vacation time will be whole, based on vacation entitlement accrued in 2022.

OR

Option 2 -

They can take vacation time in 2022 with vacation entitlement accrued up to and including the second pay period in June 2022. In the 2023 vacation year, the remaining vacation entitlement accrued during 2022 will be available for use.

The election of either option will result in the entire bargaining unit transitioning to a system of accruing vacation in one year and accessing it in the following year. For clarity, all unused vacation entitlement accruals for 2022 will be available for use in 2023.

All new hires will have vacation entitlement accrued, in accordance with Article 18, for the first calendar year of employment. This vacation entitlement will be accessible for payment of vacation time in the second calendar year of employment.

HOUSEKEEPING ITEMS

[The following language will not appear in the agreement. Instead, it specifies housekeeping changes the parties will make when finalizing the collective agreement document.]

FORMATTING STANDARDS

The collective agreement will be formatted during finalization of the renewed collective agreement using the BCGEU standard formatting template as appended* to this proposal. The sectoral number style will be used.

All references to a specific article, clause, appendix or appended memorandum, letter and the like will be formatted as follows: Article/Clause/Etc. # (Article/Clause/Etc. Name), e.g., “Article 1 (Purpose of Agreement)”.

All article and clause numbering and references to the same will be updated during finalization of the collective agreement to reflect any additions, deletions, or reordering.

Naming and numbering of any memoranda of agreement, memoranda of understanding, letters of agreement, letters of understanding, and the like, appended to this agreement will be standardized and updated during finalization.

* BCGEU Standard Formatting Guide is available upon request

USE OF PLAIN-LANGUAGE AUXILIARY VERBS

During finalization of the renewed collective agreement, the word “shall” will be replaced with the word “will” unless the context requires otherwise.

PARTIES’ NAMES

During finalization of the renewed collective agreement, all references to the Employer, e.g., “Company”, will be replaced with “Employer”. All references to the Union, e.g., “BCGEU”, will be replaced with “Union”.

The above will not apply where the context requires reference to the parties’ full names.

GENDER-NEUTRAL LANGUAGE

During finalization of the renewed collective agreement, all gendered words in the collective agreement and appended documents will be replaced with gender-neutral words. Other non-material amendments will be made to the collective agreement and appended documents, to the minimal extent required, to make the gender-neutral language grammatically correct.