

**COLLECTIVE AGREEMENT**

**between**

**CSH LYNNWOOD INC.  
(LYNNWOOD RETIREMENT RESIDENCE)**

**and the**

**B.C. GENERAL  
EMPLOYEES' UNION (BCGEU)**

**Effective from August 1, 2020 to July 31, 2024**

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## DEFINITIONS

"*Bargaining unit*" - is the unit for collective bargaining referred to in the certificate issued by the Labour Relations Board on February 17, 2005 **or any amendments thereto regarding such Labour Relations Board certificate** respecting Lynnwood for whom the B.C. **General** Employees' Union is the bargaining agent.

"*Basic rate of pay*" - means the rate of pay negotiated by the parties to this agreement, as specified in Appendix 3.

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

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

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

- (a) "*full-time regular employees*" - full-time regular employees are regularly scheduled employees who work a maximum of **forty** (40) hours per week.
- (b) "*part-time regular employees*" - part-time regular employees are regularly scheduled employees who work less than **thirty-seven and one-half** (37½) hours per week.
- (c) "*casual employee*" - means an employee who is employed for relief purposes, or for work which is not scheduled on a regular basis, such as:
  - 1. paid leave relief (i.e., vacation, sick leave, union leave)
  - 2. unpaid leave relief
  - 3. temporary increase of workload

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

- (d) "*probationary employee*" - means an employee who is hired into a probationary status and who has not yet successfully completed **four hundred and eighty-seven** (487) hours worked.

"*Employer*" - means CHS Lynnwood Inc., c.o.b. as Lynnwood Retirement Residence, 9168 Corbould Street, Chilliwack, BC.

"***Gender neutral language***" - for the purposes of the collective agreement, when there is a feminine or masculine pronoun used, they can be interchanged. Any such change will not change the meaning or interpretation of the language.

"***Proof of sickness***" - a form or note that is completed by a medical doctor or nurse practitioner if an employee is unable to work due to illness, injury or quarantine.

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

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

"*Union*" - means the B.C. **General** Employees' Union.

## ARTICLE 1 - PREAMBLE

### 1.1 Purpose of Agreement

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

### 1.2 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 Policy

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

### 1.4 Use of Singular Terms

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

### 1.5 Human Rights Code

The parties hereto subscribe to the principles of the *BC Human Rights Code*. The employer, in cooperation with the Union, will promote a work environment that is free from discrimination where all employees are treated with respect and dignity.

Discrimination relates to any of prohibited grounds contained in the *BC Human Rights Code*. Prohibited conduct may be verbal, non-verbal, physical, deliberate or unintended, unsolicited or unwelcome, as determined by a reasonable person. It may be one (1) incident or a series of incidents depending on the context.

Employees have the right to employment without discrimination because of race, colour, ancestry, place of origin, religion, family status, marital status, physical disability, mental disability, sex, age, sexual orientation and political belief.

Discrimination does not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities - including, but not limited to, assigning work, providing feedback to employees on work performance, and taking reasonable disciplinary action - do not constitute harassment.

### 1.6 Sexual Harassment

Examples of sexual harassment, include but are not limited to:

- a person in authority asking an employee for sexual favours in return for being hired or receiving promotions or other employment benefits;
- sexual advances with actual or implied work related consequences;

- unwelcome remarks, questions, jokes or innuendo of a sexual nature; including sexist comments or sexual invitations;
- verbal abuse, intimidation, or threats of a sexual nature;
- leering, staring or making sexual gestures;
- display of pornographic or other sexual materials;
- offensive pictures, graffiti, cartoons, or sayings;
- unwanted physical contact such as touching, patting, pinching, hugging;
- physical assault of a sexual nature.

The definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.

Sexual harassment does not include action occasioned through the exercise of the Employer's managerial/supervisory rights and responsibilities as provided for in Article 6 of this collective agreement. The parties agree to foster and promote such an environment.

#### **1.7 Personal Harassment**

The Employer and the Union recognize the benefit to be derived from a work environment free from personal harassment and where the conduct and/or language meets the acceptable social standard of the workplace. Personal harassment does not include action occasioned through the exercise of the Employer's managerial/supervisory rights and responsibility as provided for in Article 6 of this collective agreement. The Parties agree to foster and promote such an environment.

#### **1.8 Complaints Investigation**

- (a) All persons involved in the handling of a discrimination or harassment complaint shall hold in the strictest confidence all information of which they become aware; however, it is recognized that designated officials representing either party to this agreement will be made aware of all or part of the investigation on a 'need to know' basis.
- (b) Before proceeding to a formal complaint and /or subsequent investigation an employee who believes they have a complaint or harassment or discrimination may approach their supervisor to discuss potential means of resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved.
- (c) If the matter is not resolved to the employee's satisfaction, the employee may submit a complaint in writing, either directly to the general Manager, or to the human resource business partner. A written complaint shall specify the details of the allegations(s).
- (d) The Employer shall investigate the complaint in an expeditious manner, and issue a report to the employee(s) involved. The investigation report will confirm whether or not the complaint is substantiated.
- (e) Where the BCGEU bargaining unit member is not satisfied with the resolution, a grievance may be submitted to Step 2 of the grievance procedure. The Parties may amend time limits to file a grievance by mutual agreement.



(f) **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**

(a) This agreement covers all employees of Lynnwood in the City of Chilliwack, save and except the General Manager, Food Services Manager, Office Manager, Marketing Manager and Maintenance Manager.

(b) The Employer recognizes the B.C. General 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**

(a) **The Parties agree that all correspondence between the Employer and the Union related to matters covered by this agreement shall be sent to:**

**In the case of the Union:**

**The President of the Union or designate;**

**In the case of the Employer:**

**The General Manger or designate.**

(b) **Where the agreement required a form of written communication between the Parties, such communication may be in the form of electronic mail.**

### **2.5 Union Representative**

(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 to obtain permission. Such permission shall not be withheld unreasonably.

(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 that Union's right to select stewards to represent employees.
- (b) The Union agrees to provide the Employer with a list of the employees designated as stewards and alternates any change of steward as soon as possible. The Employer shall recognize up to three (3) stewards elected or appointed by the Union.
- (c) Leave to perform steward's duties shall be without loss of pay. A steward shall receive the permission of the manager/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.

## 2.7 Bulletin Boards

The Employer agrees to **continue to** supply an exclusive bulletin board for the posting of union notices in such place so as to inform employees in the bargaining unit of the activities of the Union. **Changes to the location in place as of (date of ratification)** 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 his/her 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 employees failing to report for duty shall be considered to be absent without pay and benefits. Failure to cross a legal picket line encountered in carrying out the Employer's business shall not be considered a violation of this agreement nor shall it be grounds for disciplinary action.

## 2.11 Leave of Absence for Union Business

- (a) The Employer shall grant leaves of absence to employees to attend union conventions, negotiations of the collective agreement with the Employer and other union business. The Union agrees that such leave will not unduly affect the proper operations or be detrimental to the proficient operations of the Employer.
- (b) In requesting such leaves of absence, the Union must give **fourteen** (14) days' written notice to the Employer to be confirmed in writing. The Employer will respond to the application within seven **(7)** days.
- (c) Employees on such leave of absence will be paid by the Employer who will be reimbursed by the Union.
- (d) It is agreed that the Union will elect three employees who will represent the Union in negotiations of collective agreements and subsequent labour management committee with the Employer. The Union

agrees only two employees at a time will attend labour management as per Clause 7.1 and health and safety committee meetings as per Clause 23.1.

## **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. The Union indemnifies the Employer in regards to the provision of this information and in the case of any complaint it shall be directed to the BCGEU Privacy Officer.

## **ARTICLE 3 - UNION SECURITY**

### **3.1 Union Membership**

- (a) Employees hired after February 17, 2005, are required to become members of the Union as a condition of employment.

## **ARTICLE 4 - UNION DUES**

### **4.1 Union Membership**

- (a) 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.
- (b) The Employer shall remit any dues deducted to the Union along with a list of employees and the amounts deducted within thirty (30) days of the end of the month of the deduction. The list shall include the employee name, social insurance number, classification, the pay period earnings and the amount of dues deducted.
- (c) The total amount of union dues deducted from an employee's pay shall be indicated on the employee's T4 slip.
- (d) The Union shall advise the Employer in writing, thirty (30) days in advance of the amount of its dues and/or any changes in the amount of dues to be deducted. **Any such changes shall be applicable on the first day of the first pay period following the thirty (30) day notice period.**

## **ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES**

### **5.1 Acquaint New Employees**

**The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with Union security and dues check-off.** A new employee shall be advised of the name and location of the union steward(s). The Employer will provide an opportunity for the new probationary employee and the union steward to meet within regular working hours for a period not to exceed fifteen (15) minutes, without loss of pay, only once during the first calendar month, following hiring.

## ARTICLE 6 - MANAGEMENT RIGHTS

### 6.1 Management Rights

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

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

## ARTICLE 7 - EMPLOYER-UNION RELATIONS

### 7.1 Labour-Management Committee

- (a) A labour-management committee shall be **continued**, consisting of two (2) employees and two (2) representatives of the Employer. On the advance written request of any of its member(s), with a proposed agenda of matters for discussion, the Labour-Management Committee shall meet at least once every two (2) months during the term of this agreement, to discuss issues relating to the workplace that affect the parties or any employee bound by this agreement. The purpose of the Labour-Management Committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity.

(b) Employees shall not suffer any loss of basic pay for time on this Committee and shall be granted equivalent time off if the meeting is scheduled on an employee's day off. The parties commit themselves to these procedures in recognition of their joint responsibility and mutual desire to provide the best possible service to the residents entrusted to them. The parties declare that in all instances and circumstances they commit themselves to the best of their ability to the happiness, security, physical and emotional well-being of the residents.

(c) **The committee shall not have jurisdiction over any matter of collective bargaining including the administration of this agreement. The committee shall not have the power to bind either the Union, its members or the Employer to any decisions reached in its discussions.**

(d) **The committee will agree to terms of reference for the committee and the terms of reference will be posted at the worksite in a spot visible by all employees.**

## **7.2 Employee Attendance at Staff Meetings**

(a) Where an employee is **required** by the Employer to attend a **mandatory** staff meeting or a committee meeting during his/her regular working hours, the employee shall be compensated at his/her regular hourly rate for the time spent in such attendance.

(b) Where an employee is **required** by the Employer to attend a mandatory staff meeting or committee meeting outside of normal working hours, he/she shall be credited with equivalent time off at his/her basic rate of pay.

## **7.3 Unpaid Leave - Public Office**

**Employees shall be granted an unpaid leave of absence for:**

(a) **Employees seeking election in a Municipal, Provincial, or Federal election, First Nation or other Indigenous government election shall be granted unpaid leave of absence for a period up to ninety (90) days.**

(b) **Employees elected to public office shall be granted unpaid leave of absence for a period up to five (5) years.**

# **ARTICLE 8 - GRIEVANCE PROCEDURE**

## **8.1 Definition**

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

## **8.2 Grievance Procedure**

**Every effort should be made to resolve problems through communication at the local level prior to a grievance being reduced to writing. The Parties agree to ensure that every reasonable effort will be made to inform and resolve issue(s) during initial discussion.**

**It is the mutual desire of the Parties that complaints of the employee(s) shall be dealt with in a mutually respectful manner and equitable manner; it is understood that an employee has no grievance until they have first given their manager an opportunity to correct their complaint.**

The following grievance procedure shall apply:

(a) ***Step 1 Discussion Stage - Manager on duty or Department Manager***

**Within fourteen (14) calendar days of the alleged violation, the employee, who may be accompanied by a shop steward, shall attempt to resolve their concern through a discussion with their manger or applicable manager on duty.**

(b) ***Step 2 - General Manager***

**If the matter is not resolved at Step 1, within fourteen (14) calendar days of the discussion with their manager or applicable manager on duty, the employee shall present the grievance in writing to the general manager or designate, clearly setting forth full particulars of the alleged violation, including the article(s) involved and the remedy sought. Within seven (7) calendar days following receipt of the written grievance, the general manager or designate shall provide the employee and the Union with a written reply.**

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

(c) ***Step 3 - Meeting of the Parties***

**Within fourteen (14) days of the general manager's reply, an officer of the Union, accompanied by the employee and the shop steward if the Union wishes, shall discuss the grievance with the Employer. Within fourteen (14) days of such meeting, the Employer will reply in writing to the grievance. If the grievance is not settled at this step, either party may refer the grievance to arbitration under Article 8 within fourteen (14) days. The Employer agrees that their representatives at the Step 3 meeting have the authority to resolve grievances.**

### **8.3 Dismissal or Suspension Grievance**

(a) **In the case of a dispute arising from an employee's discharge, the employee shall present the grievance in writing to the general manger or designate, clearly setting forth full particulars of the alleged violation, include the article(s) involved and the remedy sought. The Union shall meet with the Employer within fourteen (14) calendar days to discuss the dismissal, and failing resolution, may submit the matter to arbitration within fourteen (14) calendar days of the meeting.**

(b) **In the case of a dispute arising from an employee's suspension, the employee shall present the grievance in writing to the general manager or designate, clearly setting forth full particulars of the alleged violation, include the article(s) involved and the remedy sought. The Union shall meet with the Employer within fourteen (14) calendar days to discuss the suspension, and failing resolution, may submit the matter to arbitration withing fourteen (14) calendar days of the meeting.**

### **8.4 Deviation from Grievance Procedure**

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

(b) **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.**

## 8.5 Amending Time Limits

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

## 8.6 Policy Grievance

(a) Where either party to this agreement disputes the general application, interpretation, or alleged violation of an article of this agreement, the dispute shall **be initiated at Step 2 of this grievance procedure.**

(b) Where no satisfactory agreement is reached, either party, within twenty-one (21) 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.

## 8.7 Failure to Observe Time Limits

Grievances which are not processed from one step to another within the time limits set out in this article shall be considered abandoned. However, neither party will be deemed to have prejudiced its position on any future grievance.

## 8.8 Management Grievance

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

## 8.9 Technical Objections to Grievances

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

## 8.10 Settlement Officer

The parties agree, within forty-five (45) days of the completion of the steps of the grievance procedure preceding a reference to arbitration, may request to appoint a settlement officer to confer with the parties to assist them to settle the difference as per Section 87 of the *BC Labour Relations Code*.

# ARTICLE 9 - ARBITRATION

## 9.1 Appointment of a Single Arbitrator

When a party has requested that a grievance be submitted to arbitration, the parties shall have fourteen (14) calendar days to agree on a single arbitrator. Failing such agreement, either party may request that a single arbitrator be appointed pursuant to the *Labour Relations Code* of British Columbia.

## 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 Amending Time Limits

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

### 9.6 Expedited Arbitration

(a) The parties shall meet every four (4) months or as often as required to review outstanding grievances filed at arbitration to determine by mutual agreement those grievances suitable for this process, and shall set dates and locations for hearings of groups of grievances considered suitable for expedited arbitration.

(b) All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:

- (1) dismissals;
- (2) rejection on probation;
- (3) policy grievances;
- (4) grievances requiring substantial interpretation of a provision of this agreement;
- (5) grievances requiring presentation of extrinsic evidence;
- (6) grievances where a party intends to raise a preliminary objection;

By mutual agreement, a grievance falling into any of the above categories may be placed into the expedited arbitration process.

(c) The parties shall mutually agree upon single arbitration who shall be appointed to hear and resolve groups of grievances.

(d) The Arbitrator shall hear the grievances and shall render a decision within two (2) working days of such hearings. No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey a decision.

(e) The parties will **utilize** an agreed statement of facts wherever possible.

(f) All presentations shall be short and concise and are to include a comprehensive opening statement.

(g) Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.

(h) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.

(i) when parties have agreed to this process, the parties have fourteen (14) calendar days to agree on a single arbitrator. Failing such agreement either party may request that single arbitrator be appointed pursuant to the *Labour Relations Code* of BC.



- (j) A grievance determined by either party to fall within one of the categories listed in (b) above, may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing pursuant to Article 9.
- (k) The parties shall equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.

## **ARTICLE 10 - DISCIPLINE AND DISMISSAL**

### **10.1 Discipline**

- (a) The Employer shall not dismiss or discipline an employee who has completed his or her probationary period except for just and reasonable cause.
- (b) Notice of dismissal or suspension or rejection on probation shall be in writing and shall set forth the reasons for dismissal or suspension or rejection in specific terms related to the respective employment position, and a copy shall be sent to the President of the Union or his designate.
- (c) In all cases of discipline and dismissal, except in the case of a probationary employee, the burden of proof of just cause shall rest with the Employer.

### **10.2 Notice of Dismissal or Suspension**

- (a) Notice of dismissal or suspension or rejection shall be in writing and shall set forth the reasons for dismissal and a copy shall be sent to the President of the Union or his designate, within five days (5) of the action being taken.

### **10.3 Personnel File**

An employee shall have the right to request that any disciplinary action, be removed from the Personnel File after **eighteen (18)** months has expired, provided that there has been no subsequent disciplinary action. An employee or the President of the Union or his 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 (7) calendar days of the request. Once determined all disciplinary action in regards to resident abuse will remain on file permanently.

**Leaves of absence in excess of thirty (30) days will not be considered applicable towards the eighteen (18) month period.**

**The employee shall be given a copy of any disciplinary documents that will be placed in their personnel file.**

### **10.4 Right to Have Steward Present**

An employee, who is subject to verbal warnings, or disciplinary action, 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 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

Any employee who fails to report for work and does not notify the General Manager, or their designate, within three (3) workdays, shall be considered as having abandoned their position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there was an acceptable reason for not having informed the Employer.

## ARTICLE 11 - SENIORITY

### 11.1 Seniority Defined

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

### 11.2 Leaving the Bargaining Unit

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

### 11.3 Probationary Employees

- (a) Seniority will be recognized and will accrue based on full-time and part-time employee's length of continuous service from their most recent date of hire, inclusive of all paid leaves, on a straight-time hours basis.
- (b) A newly hired employee shall serve a probationary period of four hundred eighty-seven (487) hours worked.
- (c) The probationary period may be extended by an additional period of two hundred and fifty-six (256) hours worked, subject to mutual agreement by the Employer and the Union.
- (d) **If a new employee is unsuitable in the opinion of the Employer, such employee may be terminated at any time during the probationary period without:**
  - (1) notice; or
  - (2) pay (except as may be required by the provisions of the *Employment Standards Act*).

### 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 twelve (12) consecutive months;
- (d) after a layoff, fails to report to work within three (3) 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 (3) or more consecutive days without having notified the Employer, in which case the employee shall be deemed to have quit without notice, unless a reason satisfactory to the Employer is given;

- (f) uses an authorized leave of absence for a purpose other than for which the leave was granted;
- (g) fails to return to work upon the expiration of an authorized leave of absence or vacation or suspension unless a reason satisfactory to the Employer is given;
- (h) is in the employ of another employer during the employee's regularly working hours while on a leave of absence;
- (i) retires; or
- (j) **is absent from work more than twenty-four (24) 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.**

### 11.5 Seniority List

The Employer shall provide the Union with the combined seniority list on a bi-monthly basis beginning in February **of each calendar year** or prior to the commencement of the layoff procedures under Article 13. This list shall be in seniority order and include hours worked, classifications and indicate whether full-time, part-time or casual.

## ARTICLE 12 - VACANCY POSTING

### 12.1 Job Posting

- (a) Where the Employer intends to fill a vacancy in an existing or new classification, the Employer shall post the vacancy to be filled for a period of seven (7) calendar days and the posting shall include the classification, wage rate, qualifications and a brief outline of the position, the department concerned, the shift to be worked and normal number of shifts per pay period and the closing date for applications. The Employer may advertise externally at the same time. A change in the shift schedules, or scheduled days off shall constitute a vacancy. **A change in starting or quitting times of one (1) hour or less shall not constitute a vacancy.**
- (b) **Vacancies of a temporary nature which are known to exceed three (3) months shall be posted as per 12.1(a) above within thirty (30) days. The posting shall also include the expected duration of the temporary position. Temporary positions may be extended by mutual written agreement of the Parties.**
- (c) All applications for posted vacancies shall be submitted in writing to the Employer by the closing date.
- (d) In the event that more than one (1) employee applies for the posted vacancy, the Employer will consider with equal weight given to experience, ability, seniority and qualifications and where these factors are equal the applicant with the greatest seniority shall fill the vacancy. The Employer will use the internal posting Assessment form in Appendix 4 for all internal postings.
- (e) **If there is no qualified internal candidate, the Employer may select an external candidate.**

### 12.2 Temporary Appointments

Until the vacancy is filled through the job posting provisions, in Clause 12.1 above, the Employer shall make temporary appointments of employees who possess threshold qualifications **in accordance with the casual call-in procedure in Appendix 3.**

### 12.3 Trial Period

The successful applicant shall serve a trial period of four (4) months 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 as determined by the Employer, or if they find **themselves** unable to perform the duties of the new position or wishes to return to their former position, they shall be returned to their former position at their former wage rate and without loss of seniority. 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 reduction in the workforce or a reduction in the regular hours of work, lasting more than one (1) day, as defined in this agreement.
- (b) In the event of a layoff, employees shall be laid off by job classification in reverse order of seniority.
- (c) The recall period shall be **twelve (12) months**. **An employee on recall shall be required to inform the Employer of any changes to their mailing address and other contract information for the duration of their recall period.**
- (d) **Regular employees, who are subject to layoff, may exercise their seniority by bumping a less senior employee having the same or less scheduled hours and provided the employee seeking to bump has the required qualifications, skill and ability. The Employer shall provide the Union with a list of junior employees eligible to be bumped. Laid off employees must notify the Employer that they intend to bump within five (5) working days once all options from the Employer have been received. Failure to do so shall result in the loss of the laid off employee's bumping rights.** However, in no circumstances will an employee affect a promotion **or gain hours of work** through a bump.
- (e) 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 in the employee's last known address. An employee who is recalled to work after a layoff must return to work within three calendar days if unemployed and within seven (7) calendar days if employed elsewhere.
- (f) Except in cases of emergency, the Employer shall give each employee who has acquired seniority and who is to be permanently laid-off, written notice of layoff or pay for the period in lieu of notice, in accordance with the following schedule:
  - one (1) weeks' notice after three (3) months' continuous employment
  - two (2) weeks' notice after twelve (12) months' continuous employment
  - three (3) weeks' notice after three (3) years' continuous employment, plus one (1) additional weeks wages for each additional year of employment, to a maximum of eight (8) weeks' notice.

## ARTICLE 14 - HOURS OF WORK

### 14.1 Hours of Work

- (a) A day shall commence at 00:01 hours and end twenty-four (24) hours later. A week shall commence at 00:01 hours Friday and end at 24:00 hours on the Thursday following.
- (b) It is understood and agreed that the provisions of this article are intended only to provide a basis for calculating time worked and shall not be a guarantee as to hours of work per day or per week or otherwise. Employment letters and change of position letters through job posting shall be provided to newly hired and existing employees outlining their status and regular hours of work.
- (c) The regular work shift for all employees shall consist of:
  - (1) seven and one-half (7½) hours of work exclusive of a one-half hour unpaid meal break; or
  - (2) eight (8) hours of work exclusive of a one-half hour (½) unpaid meal break; or
  - (3) such other period as may be scheduled.
- (d) Where the Employer designates an employee to be in charge and he/she cannot leave the building during his/her meal break, the employee's regular hours of work will be inclusive of a one half (½) hour paid meal break. **Such time will not constitute an extension to their normal shift and therefore will not result in overtime.**
- (e) **Where the Employer uses a paper-based method for daily employee time keeping, the employee shall be required to record their daily shift hours worked, including: arrival time and end time. The employee will only be paid for the hours properly recorded using such process.**

**Each employee must properly record their own individual timekeeping information; no other employee can record time worked for any other employee.**

### 14.2 Scheduling

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

### 14.3 Changes in Scheduling

- (a) In situations, other than emergencies, the scheduled employees are entitled to five (5) calendar days' notice of changes in their respective work schedules. In emergency situations beyond the Employer's control, as in the case of the failure of an employee to report for an assigned shift, the Employer may give less than forty-eight (48) hours' notice.
- (b) Employees who are unable to report for their scheduled shift due to personal illness or emergency, shall provide the Employer with notice at the earliest possible time to allow the Employer

to cover the absence. In no event will there be an expectation for the employee to work once the employee provided the notice.

(c) Where the Employer changes an employee's schedule without five (5) calendar days' notice, the employee is entitled to overtime rates.

(d) Employees may exchange shifts with the prior written authorization of the Employer, provided that a minimum of forty-eight (48) hours of notice is given. There shall be no increased cost to the Employer as a result of a shift exchange. This provision is not intended to be used for extensive and/or ongoing shift exchanges between employees. **The agreement to exchange the shift shall be done in writing, with the dates of the exchanged shifts, which employee is working which shift, the signed approval of the Employer and signed agreement of the two employees involved, with all parties receiving a final copy.**

(e) Where an employee reports for work as scheduled and no work is available such employee will be entitled to a minimum of four (4) hours pay at the employee's regular rate of pay provided that, if requested by the Employer, the employee shall perform a minimum of four (4) hours of such available work as the Employer may assign.

(f) Where the Employer changes an employee's schedule, the employee(s) where there is disagreement, must make every effort to settle the dispute with the Employer. If the employee(s) cannot reach agreement to a change to the existing work schedules, the employee(s) and union steward shall provide the Employer with earliest possible advance notice in writing;

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

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

#### **14.4 Meal and Rest Periods**

(a) All employees working a full seven and one-half (7½) hour shift or more shall receive a fifteen (15) minute paid rest period in each half of the shift.

(b) All employees working less than a full seven and one-half (7½) hour shift but a minimum of a four-(4) hour shift, will receive one (1) fifteen (15) minute paid rest period.

(c) All employees working a full five (5) hour shift or more will receive a thirty (30) minute unpaid meal break scheduled as closely as practical to the middle of the workday.

(d) An employee is entitled to take his/her unpaid meal breaks away from the premises.

(e) Unpaid meal breaks and paid rest periods shall be scheduled in a manner which is consistent with the efficiency of operations.

Meal breaks shall not be considered time worked.

(f) Current meal practices of one meal per employee during the dinner shift will be provided.

#### **14.5 Daylight Savings Time**

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

#### 14.6 Shift Differential

Employees working the evening shift (3 p.m. to 11 p.m.) shall be paid a shift differential of fifteen cents (15¢) per hour for the entire shift worked.

Employees working the night shift (11 p.m. to 7 a.m.) shall be paid a shift differential of twenty five cents (25¢) per hour for the entire shift worked.

There shall be no pyramiding of shift premiums.

**Front desk employees working the evening shift (4 p.m. to 12 p.m.) shall be paid a shift differential of fifteen cents (15¢) per hour for the entire shift worked.**

**Front desk employees working the night shift (12 p.m. to 8 a.m.) shall be paid a shift differential of twenty five cents (25¢) per hour for the entire shift worked.**

### ARTICLE 15 - EDUCATION

#### 15.1 Education

(a) Where a course, program or licence is required as a condition of employment to perform the duties of an employee's position, the employee shall be responsible for all costs of acquiring and maintaining such membership and/or certification(s).

(b) Where the Employer directs an employee to participate in a course or program, the employee shall be compensated at their regular rate of pay for time spent in attendance at the course or program, and for the tuition fee, provided the employee provides proof of successful completion of the program or course. Time spent on the course shall not be considered overtime.

### ARTICLE 16 - SPECIAL CLOTHING ALLOWANCE

Where the Employer requires an employee to wear special clothing, the Employer shall provide such special clothing. This will not apply where a general dress code is applicable. Special clothing is defined as aprons.

The Employer shall provide each cook with two **(2)** sets of jackets and or shirts, **based on the cook's preference**. These will be replaced as needed, but not more than once a year.

The Employer shall provide all employees **two (2)** work uniform shirts, as per the **Chartwell** standards/policy.

Additional uniform **shirts** shall be provided upon request should there be excessive wear and tear or stains which cannot be removed through normal laundering.

### ARTICLE 17 - PAID HOLIDAYS

#### 17.1 Paid Holidays

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

New Year's Day	BC Day
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
<b>National Truth and Reconciliation Day</b>	Christmas Day
Remembrance Day	Boxing Day
Victoria Day	BC Family Day
Canada Day ( <b>July 1</b> )	

(b) Any other day proclaimed as a holiday by the federal, provincial, or municipal governments for the locality in which an employee is working shall also be a paid holiday.

## **17.2 Holiday Eligibility for Regular Employees**

(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 his/her regular rate of pay.

(b) An employee shall not be entitled to a paid holiday unless they have worked fifteen (15) days during the thirty (30) days immediately preceding the holiday.

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

(d) In order to be entitled to a paid holiday, the employee must have been employed for thirty (30) days.

## **17.3 Holiday Falling on a Day of Rest**

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

## **17.4 Absences on a Paid Holiday**

(a) Any employee scheduled to work on a holiday, and who does not report for work, shall forfeit his/her holiday pay, unless the absence is due to illness verified by a medical doctor's certificate, or due to bereavement, in which case the employee will receive holiday pay as stipulated in Clause 17.2 above.

(b) For clarification purposes of when a paid holiday begins and ends, it shall be the shift where the majority of hours are worked.

## **17.5 No Pyramiding**

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

## **17.6 Holiday Pay for Employees**

Eligible employees who are required by the Employer to work on a designated holiday will receive:

(a) one and one-half (1½) times the regular rate of pay for hours worked on that day, plus



(b) an additional day off with pay in lieu of the holiday to be scheduled by mutual agreement within a period of four (4) weeks after the holiday. An employee may opt to be compensated at their straight-time pay rate for the day off in lieu.

### 17.7 Housekeepers Christmas Day; Boxing Day

**Due to the nature of the work, the parties agree to continue the current practice of housekeepers not being required to work on Christmas Day or Boxing Day.**

## ARTICLE 18 - OVERTIME

### 18.1 Overtime

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

(b) Authorized work performed in excess of:

(1) seven and one-half (7½) hours in a day; or

(2) eight (8) hours in a day inclusive of a one-half (½) hour meal period; or

**(3) Seventy-five (75) hours in a pay period, or eighty (80) hours in a pay period inclusive of one-half (½) hour meal period per eight (8) hour shift; (work week as defined in Article 14 as: a week shall commence at 00:01 hours Friday and end at 24:00 hours on the Thursday following); or**

(4) Forty (40) hours in a week.

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

(c) Authorized work performed in excess of eleven (11) hours in a day shall be paid at the rate of two (2x) times the employee's basic rate of pay.

(d) Employees working more than six (6) consecutive days or more than twenty (20) days in a four (4) week period shall be paid overtime rates for such time worked in excess.

(e) Where an employee works more than two (2) hours of overtime, they shall receive a paid rest period of fifteen (15) minutes.

(f) There shall be no duplication or pyramiding of hours worked for the purpose of computing overtime or other premium payment. **Pyramiding in this context means that any premium that a member is paid, such as overtime, is based on their regular hourly rate.**

(g) Opportunities for overtime work shall be offered to employees within the classification on the basis of seniority **subject to the employee being qualified for the available work.** In case of an emergency, or when staff absences occurs within two (2) hours before the start of a shift, the overtime may be offered to staff already on site, by order of seniority. **When there are no available interested employees already on site, the Employer may contact other employees for the purposes of this clause, by order of seniority.**

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

## ARTICLE 19 - VACATION

### 19.1 Vacation Entitlement

The vacation year runs from January 1<sup>st</sup> to December 31<sup>st</sup>. Vacations with pay shall be granted to employees based on their length of continuous service as of the employee's anniversary date as follows;

(a) *For regular employees;*

Years of Service	Vacation Entitlement	Vacation Pay Accrual
Less than two years	Two weeks	4%
two years to 9 years	Three weeks	6%
10 years or more	Four weeks	8%

(b) Vacation pay for employees shall be calculated at four (4%), six (6%) or eight (8%) percent, based on the **employee's** anniversary date, as applicable, of the gross annual earnings as reported on the employee's T4 for the preceding calendar year.

### 19.2 Vacation Carryover

An employee may carry over up to three (3) days' vacation leave per vacation year. Such carried over vacation must be taken together along with any additional vacation to which the employee is entitled in the following year.

### 19.3 Scheduling of Vacation

(a) Vacation requests must be submitted prior to January 31<sup>st</sup> to be scheduled for the entire calendar year. Vacation time may be divided into blocks of one **(1)** to two **(2)** weeks in duration. When employees are unable to reach consensus, vacations will be scheduled according to seniority. This means that the employee with the most seniority will have the first choice of vacation times. Vacation requests must be approved by the Employer by February 20<sup>th</sup> of each year. **The Employer will provide each employee with their approved request in writing or through the Employer's online system, as applicable.**

(b) **Written or online requests, as applicable,** received after January 31<sup>st</sup> will be approved on a first come, first served basis, **within fourteen (14) days of being received with written or online approval provided to the employees,** subject to operational requirements as determined by the General Manager.

(c) **For requests received after January 31<sup>st</sup>, management is responsible to find employee coverage for approved vacation time when fifteen (15) or more days' notice is given. If the notice is fourteen (14) days or less, the current practice of having the employee arrange their vacation coverage will apply. The employees involved will complete the appropriate form for the Employer to approve. Copies of the approved form will be given to both employees. Should the Employer decline the request and subsequently the time window becomes available the Employer will contact the employee prior to accepting another vacation application.**

### 19.4 Vacation Pay on Termination

An employee who terminates his/her employment for any reason shall be paid any outstanding vacation pay as provided in Article 26.

**19.5 Reinstatement of Vacation Days**

Where an employee qualified for sick leave, hospitalization or bereavement leave during his/her period of vacation, there shall be no deduction from vacation credits provided appropriate documentation (in form of a doctor's note) is provided by the employee to the General Manager.

**19.6 Vacation Pay**

Regular employees shall receive accrued vacation pay at the time of vacation. The accumulated vacation amount shall appear on the employee paystub.

**ARTICLE 20 - SICK LEAVE****20.1 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 all regular employees on the following basis;

Regular employees who have completed the probationary period shall be credited with eight (8) days of sick leave each calendar year on January 1<sup>st</sup>. Providing credits are available, employees will be eligible to claim one hundred percent (100%) of scheduled lost time due to personal illness on completion of the sick claim form. The sick leave hours will be deducted from the accumulated sick leave credits. The parties agree to reset the number of sick leave credits to zero for each employee effective the 31<sup>st</sup> of each December.

- (1) An employee off work due to illness and entitled to sick pay shall not engage in any gainful employment during the time he/she is off work. If this does occur he/she shall be deemed terminated unless a reasonable explanation can be given.
  - (2) The Employer shall advise employees of their accumulated sick leave credits on each paystub.
  - (3) In the event that the Employer no longer employs an employee, then it is acknowledged that there is no further sick leave entitlement or obligation.
- (b) The Employer may request proof of sickness reasonably acceptable to the Employer:
- (1) for any absence in excess of three (3) days;
  - (2) for the fourth and succeeding illness in a twelve (12) month period.

**If the employee requires a sick leave certificate in accordance with the collective agreement and the doctor charges the employee for such certificate, the Employer will pay up to twenty-five dollars (\$25) for the certificate.**

**20.2 Weekly Indemnity**

- (a) Full-time and part-time employees regularly scheduled to work twenty (20) hours or more per week shall participate in a weekly indemnity plan that will provide coverage on the first day of hospitalization or accident or upon the eighth calendar day of illness.

Coverage will continue for up to seventeen (17) weeks. The indemnity plan shall provide to qualifying employees sixty-six point seven percent (66.7%) of weekly insurable earnings to a maximum weekly benefit of eight-hundred dollars (\$800).

(b) The weekly indemnity plan for new employees will be effective on completion of the probation period **as outlined in Article 11.3.**

#### **20.3 Certification of Fitness**

(a) After an absence due to illness or injury, the Employer is entitled to require documentation from a physician or from Workers' Compensation Board, certifying that the employee is medically able to resume the full duties of the position.

(b) Where the Employer requires an employee to submit to a medical examination or medical interview, it shall be at the Employer's expense.

#### **20.4 Notice of Absence/Return to Work**

(a) Employees who are absent from work because of sickness shall contact their supervisor or the designated person in charge on a regular basis regarding the status of their condition and/or the anticipated date of return to work.

(b) Employees who have been absent from work due to extended illness or injury must provide **two (2) 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.

#### **20.5 Integration With Other Disability Income**

Should an employee recover any monies paid by the Employer as sick leave pay, as compensation for lost wages from ICBC, or WCB, the Employer shall be reimbursed for any sick leave that it may have paid to the employee and the employee's sick leave credits shall be proportionately reinstated.

### **ARTICLE 21 - LEAVES OF ABSENCE**

#### **21.1 General Leave**

A regular employee who has completed **four-hundred and eighty-seven (487)** hours of employment may request a leave of absence without pay, subject to the Employer's approval. An employee who wishes to apply for such leave shall, except in cases of emergency, state his/her request in writing at least two (2) weeks prior to the commencement of the requested leave. The request shall include the commencement date and the reason for the request. Subject to the Employer's operational requirements, the leave shall not be unreasonably withheld. When such leave is authorized, health and welfare benefits shall be maintained at the employee's expense.

#### **21.2 Jury and Witness Duty**

(a) When an employee is subpoenaed for jury duty, or as a court witness, they shall not suffer any loss of salary or wages while so serving to a maximum of five (5) days. The amount paid by the Employer shall be the difference between the employee's normal salary and the indemnity paid by the court, or any other party, and upon receipt of the appropriate documentation.

(b) The Employer reserves the right to adjust the scheduling of employees' hours to minimize the amount of time the employee is away from the workplace in mutual agreement with the employee.

### 21.3 Bereavement Leave

(a) When a death occurs in an employee's immediate family (which shall include spouse, parent, step-parent, daughter, son, step-child, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, or grandchild, or any relative permanently residing in the employee's household), regular employees will be entitled to leave of five (5) calendar days to be determined by the employee sometime following the date of death. The employee will receive regular pay for their scheduled hours for up to three days. **Bereavement** leave of absence **without loss of earnings** shall not apply when an employee is on an unpaid leave of absence. **Approval for up to two (2) additional days off, without pay, to travel in conjunction with the bereavement leave days will not be unreasonably withheld.**

(b) When a death occurs (which includes an aunt, uncle, niece or nephew) regular employees will be entitled to leave of one (1) day to attend funeral or celebration of life to be determined by the employee sometime following the date of death. The employee will receive regular pay for their scheduled hours for up to one (1) day. **Approval for up to two (2) additional days off, without pay, to travel in conjunction with the bereavement leave days will not be unreasonably withheld.**

**In the event of a delayed interment or celebration of life, an employee may save one (1) of the days identified above without loss of pay to attend the interment of or celebration of life.**

### 21.4 Family Responsibility Leave

Family responsibility leave without pay shall be granted as per the *Employment Standards Act*. Employees may reference the *Employment Insurance Act* or Service Canada for information in regards to family responsibility leave.

### 21.5 Compassionate Care Leave

Compassionate care leave without pay shall be granted as per the *Employment Standards Act*. Employees may reference the *Employment Insurance Act* or Service Canada for information in regards to compassionate care leave.

### 21.6 Critical Illness or Injury Leave

For the purposes of their provision, leave without pay shall be granted as per the *Employment Standards Act*. Employees may reference the *Employment Insurance Act* or Service Canada for information in regards to such leave.

## ARTICLE 22 - MATERNITY, ADOPTION AND PARENTAL LEAVE

### 22.1 Maternity Leave

(a) **A pregnant employee who requests maternity leave shall be entitled to:**

- (1) seventeen (17) consecutive weeks of unpaid leave, unless the employee requests a shorter period, plus
- (2) 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 their maternity leave, plus

(3) parental leave pursuant to Article 22.2(a), beginning immediately after the end of the maternity leave period(s).

(b) **If an employee is unable or incapable of performing their duties prior to the commencement of maternity leave of absence without pay, the employee may be required to take unpaid leave of absence.**

(c) **Medical complications of pregnancy, including complications during an unpaid leave of absence for maternity reasons preceding the period stated by the *Employment Insurance Act*, shall be covered by sick leave credits pursuant to Article 21, providing the employee is not in receipt of maternity benefits under the *Employment Insurance Act* or weekly indemnity benefits.**

## **22.2 Parental Leave**

(a) **An employee requesting parental leave under this section shall be entitled to up to sixty- one (61) consecutive weeks unpaid leave beginning.**

(1) In the case of a birth parent, as set-out in Article 22.1(a)(iii), or

(2) In the case of a non-birth parent, up to sixty-one (61) consecutive weeks unpaid leave within the seventy-eight (78) week period immediately following the birth, or

(3) In the case of an adopting parent, up to sixty-one (61) consecutive weeks unpaid leave within the seventy-eight (78) week period immediately following the date the child is placed with the parent.

## **22.3**

**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 section 22.1(a)(2).**

## **22.4**

**Employee shall give at least four (4) weeks written notice to the general manager prior to commencement of maternity leave and/or parental leave under section 22.1 and/or 22.2, respectively.**

## **22.5**

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

## **22.6**

**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; or in the case of adoption leave, a doctor's certificate or other evidence proving the employee's entitlement to the leave.**

## **22.7**

**Upon returning to work from maternity leave, parental leave, or adoption leave under this article, the employee shall be returned to the position they occupied prior to such leave(s), provided such position still exists; or if such position no longer exists, in a comparable position.**

**22.8 Seniority right on return to work**

- (a) An employee who returns to work after the expiration of the maternity and/or parental leave will retain the seniority the employee had accrued immediately prior to commencing the leave.
- (b) The employee will be deemed to have resigned on the date upon which the employee's leave commenced if notice is not given or the employee does not return to work.

**ARTICLE 23 - OCCUPATIONAL HEALTH AND SAFETY****23.1 Health and Safety Committee**

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

**23.2 Investigation of Accidents**

The Occupational Health and Safety Committee shall be notified immediately of each accident or injury and will jointly investigate and report to the Union and the Employer on the nature and cause of the accident or injury and make recommendations where necessary.

**ARTICLE 24 - ADJUSTMENT PLAN****24.1 Adjustment Plan**

If the Employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees to whom this collective agreement applies, the procedure to be followed shall be in accordance with the *Labour Relations Code*, Section 54.

**ARTICLE 25 - PREPAID HEALTH BENEFITS****25.1 Health and Welfare Benefits**

- (a) For all eligible post probation, regular employees who are regularly scheduled to work twenty (20) hours or more per week, shall have the option of participating in the following:

(b) For eligible regular employees, the Employer agrees to contribute fifty percent (50%) of the premium cost for a life insurance and accidental death/dismemberment plan.

(c) For eligible regular employees, the Employer agrees to contribute fifty percent (50%) of the premium cost for the extended health plan.

**Within thirty (30) days following ratification, for eligible regular employees, the Employer agrees to contribute sixty percent (60%) of the premium cost for the extended health plan.**

(d) For eligible regular employees, the Employer agrees to contribute fifty percent (50%) of the premium cost for the dental plan that covers eighty percent (80%) of basic up to one thousand (\$1,000).

(e) Within thirty (30) days following ratification, corrective eyewear prescribed by an optometrist, ophthalmologist, physician and/or surgeon is payable to a maximum of two-hundred dollars (\$200) every twenty-four (24) months per covered adult, and every twelve (12) months per dependent child (may also be used for laser surgery) plus eye exam. The benefit will be payable at one hundred percent (100%) with no deductible.

**Within thirty (30) days following ratification, corrective eyewear prescribed by an optometrist, ophthalmologist, physician and/or surgeon is payable to a maximum of two hundred and fifty (\$250) every twenty-four (24) months per covered adult, and every twelve (12) months per dependent child (may also be used for laser surgery) plus eye exam. The benefit will be payable at one hundred percent (100%) with no deductible.**

## **25.2 Prepaid Health Benefits**

(a) Eligible employees may elect to enroll in any or all of the group insurance plan(s) at the time of hire. Employees who have elected to enroll in a particular Plan may withdraw at any time. An employee who has enrolled in a Plan or has withdrawn may enroll in a Plan subject to Carrier approval and conditions. Re-enrolment shall occur only at the sign-up opportunities in January and July.

(b) For regular employees, the Employer agrees to contribute hundred percent (100%) of the premium costs of the BC Medical Services Plan.

(c) The selection of the insurance carrier for any benefits referred to in this article is in the sole discretion of the Employer subject to retaining benefit plan of equal coverage or better. Benefits are only available to full-time regular employees and part-time regular employees who have completed the probationary period.

## **ARTICLE 26 - PAYMENT OF WAGES**

### **26.1 Rates of Pay**

(a) Employees shall be paid by direct deposit.

(b) Employees shall be paid in accordance with Appendix 3.

(c) Each pay statement shall include hours worked to date, sick leave credits, vacation hours, and pay to date.



**26.2 Payment of Wages Upon Termination, Layoff or Resignation**

- (a) When an employee resigns, the Employer shall pay all wages and vacation pay owing to the employee within six days of the date of the day of his or her resignation.
- (b) When an employee is laid off or his/her services are terminated, the Employer shall pay all wages and vacation pay owing to the employee within seventy-two (72) hours, exclusive of Saturdays, Sundays or holidays.

**26.3 Substitution**

- (a) Where an employee is required by the Employer to perform the duties of a bargaining unit position with wage rates higher than the employee's regular pay rate, for the majority of one (1) shift or more, such employee shall be paid the rate in the higher classification that is next above the employee's own wage rate.
- (b) In no circumstances shall there be pyramiding of wages and/or benefits.
- (c) Where an employee is requested by the Employer to cover a shift at a lower pay rate than the employee's regular pay rate, the employee shall receive their regular rate of pay for the shift.
- (d) Where an employee is requested by the Employer to cover shifts at different classification pay rates, the employee shall be paid the rate of the higher classification where the employee has worked the majority of the shift in the higher classification.

**26.4 Meal Allowances**

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

**26.5 Mileage**

- (a) An employee who uses his/her own motor vehicle to conduct business on behalf of and at the request of the Employer shall receive an allowance of fifty-two cents (52¢) per kilometre. Minimum allowance shall be two dollars (\$2).
- (b) Where an employee uses his/her own motor vehicle to conduct business at the request of the Employer, and to the extent that Insurance Corporation of British Columbia insurance premiums are necessarily increased to recognize such usage, the Employer shall reimburse the employee that portion of the premium representing the insurance necessary to move the employee's coverage from "*to and from work*" to "*business use*".

**ARTICLE 27 - JOB CLASSIFICATIONS AND WAGE RATES****27.1 Job Classifications**

- (a) The Employer shall provide the Union with job descriptions for the classifications in the bargaining unit set out in Appendix 3.
- (b) **When a new classification (which is covered by the terms of this agreement) is established by the Employer, the Employer, shall determine the rate of pay for such a new classification and notify the Union of the same within seven (7) days. If the Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such**

request will be made within ten (10) days after the receipt of notice from the Employer of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Employer. Failing mutual agreement, the Union may refer the matter to arbitration for settlement.

## ARTICLE 28 - GENERAL CONDITIONS

### 28.1 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 his/her 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.

### 28.2 Copies of the Collective Agreement

The Union shall print the collective agreement in an agreed to format, and will distribute copies of the collective agreement to employees. The Employer retains the right to proof-read the final draft prior to printing.

The Union shall provide for the printing of the collective agreement at no cost to the Employer.

### 28.3 Personal Property Damage

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

### 28.4 Lockup for Personal Effects

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

### 28.5 Contracting Out

The Employer agrees that they will not contract out bargaining unit work (at the time of certification) that will result in the layoff of employees within the bargaining unit.

## ARTICLE 29 - DURATION OF AGREEMENT

### 29.1 Duration

This agreement shall be for the period from date of ratification up to and including **July 31, 2024**.

**29.2 Notice to Bargain**

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

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

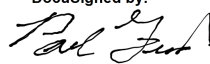
**29.4 Section 50(2) and (3) Excluded**

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

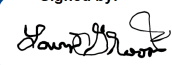
**29.5 Change in Agreement**

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

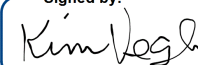
**SIGNED ON BEHALF  
OF THE UNION:**

DocuSigned by:  
  
 0B69046EF98F41B...

Paul Finch  
President

Signed by:  
  
 525BC1E57F53468...

Laura Groom  
Bargaining Committee

Signed by:  
  
 8EF9B169B5104B7...

Kim Vegh  
Bargaining Committee

DocuSigned by:  
  
 F09AD762E8C84D0

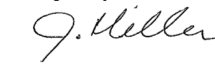
Kevin Hagglund  
Negotiations, Staff Representative

Date: August 26, 2024

**SIGNED ON BEHALF  
OF THE EMPLOYER:**

Signed by:  
  
 26F4EE2D5FCE4E2...

Scott Ridgeway,  
Lead Negotiator, Labour Relations

Signed by:  
  
 2CCE6A944F2B479...

Joleen Miller  
General Manager

**APPENDIX 1**  
**Casual Employees**

(a) The following articles of the collective agreement shall apply to casual employees:

- (1) Preamble
- (2) Bargaining Agent Recognition
- (3) Union Security
- (4) Union Dues
- (5) Employer/Union Acquaint New Employees
- (6) Management Rights
- (7) Employer-Union Relations
- (8) Grievance Procedure
- (9) Arbitration
- (10) Discipline and Dismissal
- (12) Vacancy Posting
- (14) Hours of Work (with exception of Clauses 14.2(a), 14.3(a), (c) & (d))

- (15) Education
- (16) Special Clothing Allowance
- (17) Paid Holidays (4.2 % additional payment per pay in lieu of statutory pay)
- (18) Overtime
- (19) Vacation (except for Clause 19.1)
- (23) Occupational Health and Safety
- (26) Payment of Wages
- (27) Job Classifications and Wage Rates
- (28) General Conditions
- (29) Duration of Agreement

### **Appendices**

Appendix 1 - Casual Employees

Appendix 2 - Casual Employee Call-in

Appendix 3 - Wage Rates

- (b) The following articles do not apply to casual employees;
  - (11) Seniority (except as it relates to casual employee lists)
  - (13) Layoff and Recall
  - (20) Sick Leave
  - (21) Leaves of Absence
  - (22) Maternity/Adoption and Parental Leave
  - (25) Prepaid Health Benefits
- (c) Casual employees may achieve regular status only by successfully bidding into a permanent vacancy through the posting procedure.
- (d) Seniority for casual employees will be recognized and will accrue based on accumulated hours worked since their most recent date of hire.
- (e) In the event that a casual employee is converted to regular status, their seniority date of hire, shall be established based on the equation of one thousand nine hundred (1900) hours for one full year of service.
- (f) The Employer shall provide the Union with the Casual seniority list in February and August of each year.
- (g) Eligible casual employees who work on a designated holiday will receive one and one-half (1½) times their regular rate of pay for hours worked.
- (h) An employee shall not be entitled to a paid holiday unless they have worked fifteen (15) days during the thirty (30) days immediately preceding the holiday.
- (i) Holiday pay for a casual employee who works irregular hours on at least fifteen (15) of the previous thirty (30) days prior to the paid holiday is calculated by dividing the employee's total wages, excluding overtime, earned in the thirty (30) day period by the number of days worked.

- (j) For casual employees, **vacation time and vacation pay shall be as follows:**

Year of Service	Vacation	Vacation Pay
Less than 1900 hours worked	Two weeks	4%
After 3900 hours	Three weeks	6%

## APPENDIX 2

### Regular and Casual Employees Call-in

- (a) The manner in which regular and casual employees shall be called to work shall be as follows:

(1) Employees will be called for work on the basis of seniority, **as per the current seniority list**, from most senior to least senior.

(2) One call shall be of eight (8) rings duration or **as long as the employee's phone allows or when a voice message is left. If the employee does not answer, the caller will wait for five (5) minutes before calling the next employee. This five (5) minute wait time shall not apply for same day call ins.** All calls shall be recorded in the log books showing the signature of the person making the phone call, the employee called, the position they are being called to fill, the time the call was made, whether the employee accepts, declines, or fails to answer the telephone. In the event of a dispute the Union shall have access to the log books.

- (b) A regular or casual employee shall be entitled to register for work in any job classification in any department for which he/she has the qualifications to perform.

(c) Employees who are registered for casual work shall notify the Employer of the times of unavailability, during which time Section (a)2 & 3 above do not apply. The unavailability shall not exceed one (1) consecutive month.

**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.**

- (d) Casual employees who are successful in competition for a regular position shall be subject to a probationary period as outlined in the collective agreement.

(e) Employees who are called in by the Employer and report for work shall be paid a minimum of four (4) hours at the applicable rate of pay.

(f) Casual employees have the right of refusal on two (2) calls during a pay period. Casual employees who refuse five calls in six (6) consecutive pay periods will be terminated.

(g) The Employer agrees to include regular staff at the top on the casual call-in list, subject to the terms and conditions listed in Appendix 2 and at the current rate of their increment step for that classification.

(h) Where a block of three (3) or more shifts become available, it shall be offered to regular employees in accordance with their seniority, provided that they do not have scheduled shifts that would conflict with the block. In the event the available block can be scheduled seven (7) days in

advance, then the senior regular employee shall be offered the block, notwithstanding the posted schedule. Where a block is available outside the posted schedule, the Employer will offer the block of shifts based on seniority, and will create the new schedule to reflect the change.

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

(i) Where less than three (3) shifts are available for assignment, they shall be offered to those staff on the call-in list in order of seniority and ability to perform work.

(j) Employees who are laid off in accordance with Article 13 of the collective agreement will have the option of having their name included on the casual call-in list. Such laid off employees shall notify the General Manager in writing of their desire to be placed on the call-in list.

### Casual Probationary Period

(a) Casual employees shall serve a probationary period of four hundred eighty-seven (**487**) hours worked. During the probationary period, casual employees may be discharged at the sole discretion of the Employer.

(b) A casual employee who has not completed probation under this clause and who is reclassified as a regular employee shall serve a probationary period pursuant to its definition in the collective agreement.

### APPENDIX 3 Wage Table

Position	Level	Current	Aug X, 2020 2%	Aug X, 2021 2%	Aug X, 2022 2%	Feb X, 2023 75¢	Aug X, 2023 2%	Feb X, 2024 2%
Cook	Start	\$20.02	\$20.42	\$20.83	\$21.25	\$22.00	\$22.44	\$22.89
	1950	\$20.60	\$21.01	\$21.43	\$21.86	\$22.61	\$23.06	\$23.52
	3900	\$20.88	\$21.30	\$21.73	\$22.16	\$22.91	\$23.37	\$23.84
Guest Attendant, Server - Dietary Dishwasher	Start	\$16.24	\$16.56	\$16.89	\$17.23	\$17.98	\$18.34	\$18.71
	1950	\$16.53	\$16.86	\$17.20	\$17.54	\$18.29	\$18.66	\$19.03
	3900	\$16.83	\$17.17	\$17.51	\$17.86	\$18.61	\$18.98	\$19.36
Guest Attendant - Residential, Front Desk, Guest Attendant Housekeeper	Start	\$16.40	\$16.73	\$17.06	\$17.40	\$18.15	\$18.51	\$18.88
	1950	\$16.69	\$17.02	\$17.36	\$17.71	\$18.46	\$18.83	\$19.21
	3900	\$16.99	\$17.33	\$17.68	\$18.03	\$18.78	\$19.16	\$19.54
Activity Coordinator	Start	\$18.13	\$18.49	\$18.86	\$19.24	\$19.99	\$20.39	\$20.80
	1950	\$18.69	\$19.06	\$19.44	\$19.83	\$20.58	\$20.99	\$21.41
	3900	\$18.96	\$19.34	\$19.73	\$20.12	\$20.87	\$21.29	\$21.72

### General Wage increases

(1) Effective the first full pay period after August 1, 2020 all employees will received a two percent (2%) general wage increase.

(2) Effective the first full pay period after August 1, 2021 all employees will receive a two percent (2%) general wage increase.

(3) Effective the first full pay period after August 1, 2022 all employees will receive a two percent (2%) general wage increase.

- (4) Effective the first full pay period after February 1, 2023 all employees will receive a seventy five cent (75¢) general wage increase.
- (5) Effective the first full pay period after August 1, 2023 all employees will receive a two percent (2%) general wage increase.
- (6) Effective the first full pay period after February 1, 2024 all employees will receive a two percent (2%) general wage increase.

APPENDIX 4  
Internal Posting Assessment Form

Name of Candidate: \_\_\_\_\_ Name of Manager: \_\_\_\_\_  
Position/Posting \_\_\_\_\_ Date of Assessment: \_\_\_\_\_

Meets Required Qualifications? (if yes, Continue)      Yes      ☐      No      ☐

Past Performance

<i>Evaluation</i>	<i>Points</i>
consistently meets expectations	35
Has 2 to 5 areas of Growth	30
Has 5 to 10 areas of Growth	25
Does not meet expectations in 2 to 5 areas	20
Does not meet expectation in 5 to 10	10
<i>(If there are no evaluations done, the number will equal to the other candidates)</i>	

Total Points: ☐

Discipline on file within the last 18 months:	Points
None	15
Verbal/Written	10
Suspension	0
Total points:	<input type="checkbox"/>

Seniority:

Hours of worked	Points
The most senior applicant	50
The other applicants rank comparatively (divide their seniority by the Senior applicant's seniority and multiply by 100 and divide by 2.	—
Total Points:	<input type="checkbox"/>

Overall Placement: ☐

Seniority - If overall placement is equal, seniority will be the deciding factor: ☐



**LETTER OF UNDERSTANDING #1**  
**Re: Group Registered Retirement Savings Plan**

The Employer is the sponsor of a Group Registered Retirement Savings Plan (GRRSP or the Plan).

All employees will participate in the GRRSP. Once an employee has passed their probationary period it is mandatory that the Employer enrol them in the plan.

**Contributions**

**(a) Member Contributions**

Each member will be required to make contributions on the following basis:

- (1) one percent (1%) of regular earnings;
- (2) employees may make additional voluntary contributions on their behalf or their spouses' behalf.

**(b) Employer Contributions**

The Employer will be required to match contributions made by each plan member in accordance with (a)(1) above.

All contributions are held in an account registered to the individual employee. Contributions and interest earnings will be allocated to the account of each individual plan member.

If an employee terminates employment with the Employer, they can elect from options identified in the Plan.

**Effective the first full pay period following January 1, 2024: increase Employer contribution matching to one point twenty five percent (1.25%); increase Employee contribution to one point twenty five percent (1.25%).**

**LETTER OF UNDERSTANDING #2**  
**Re: Cross Training Approach**

- Whereas, Employer now has a cross training approach in place for interested employees in which they could work in multiple classifications;
- Whereas, the Parties discussed cross training for interested employees in different classifications during collective bargaining; and
- Whereas, the Parties recognize the value of employee acquiring additional job-related skills which will enhance service delivery to residents,

The Parties hereby agree as follows:

1. The Employer reserves the right to determine the necessity for cross training and to determine the number of participating employees.
2. An employee may express interest in cross training after their start date.
3. The Employer may consider such expression of interest.

4. The employer may also consider discussions about cross training which occurred in the employee's pre-hire interview.
5. Where an employee is provided with cross training, the Employer may offer work in the employee's other classification in accordance with the call in procedure of the collective agreement.
6. This LOU shall be implemented on a "*pilot*" basis for the life of the collective agreement. If not renewed in future collective bargaining, the LOU shall expire when the new collective agreement takes effect.

### LETTER OF UNDERSTANDING #3

#### Re: Vacation Requests Process

- Whereas, during collective bargaining, the Parties discussed processes for an employee to submit vacation requests;
- Whereas, the process for Employer approvals and recording approvals was discussed during collective bargaining;
- Whereas, the Employer has previously accepted vacation requests using a facility vacation form; approved such requests using such form;
- Whereas, the Employer uses a human capital management system known as: "*FUSION HCM*", for the purposes of receiving and considering an employee's vacation request; and
- Whereas, the Employer has created a job aid for employees to use FUSION HCM to make their vacation requests.

The Parties hereby agree as follows:

1. Notwithstanding FUSION HCM, employees may request vacation using the facility vacation request form. Following approval, the employee shall be given a copy of the form indicating approval.

Upon request, an employee submitting a vacation request through FUSION HCM shall receive a hard copy record of the Employer's vacation approval.

This process will remain in place until December 31, 2022

2. Beginning January 1, 2023, all employees shall be required to submit vacation requests using FUSION HCM.