

COLLECTIVE AGREEMENT

between

**WC OPERATING (BRITISH COLUMBIA-1) LP,
OPERATING AS "THE DORCHESTER"**

and the

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

Effective from May 1, 2023 to April 30, 2026

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DEFINITIONS

- (a) "*Bargaining Unit*" is the unit for collective bargaining comprised of employees at and from 863 Leon Avenue, Kelowna, BC, except those excluded by the *Labour Relations Code* or mutual agreement of the parties, employed by WC Operating (British Columbia-1) LP, operating as "*The Dorchester*".
- (b) "*Basic Rate of Pay*" means the rate of pay negotiated by the parties to this agreement, as specified in Appendix 3 (Wage Grid).
- (c) "*Continuous Employment*" means uninterrupted employment with the Employer and includes periods of approved leave.
- (d) "*Day*" means a calendar day, or in relation to an employee's shift that continues over midnight, the 24-hour period beginning at the start of the employee's shift, unless otherwise specified in this agreement.
- (e) "*Dependant*" means a dependant as defined by the insurance carrier in the plan document.
- (f) "*Employee*" means a member of the bargaining unit who will be one of the following:
- (1) "*Full-Time Regular Employee*" means an employee who is regularly scheduled to work 37½ hours per week, or more as may be provided for under this agreement, on a continuing basis;
 - (2) "*Part-Time Regular Employee*" means an employee who is regularly scheduled to work less than 37½ hours per week, on a continuous basis.
 - (3) "*Casual Employee*" means an employee who is employed for relief purposes, or for work which is not scheduled on a regular basis, such as, but not limited to:
 - (i) paid leave relief
 - (ii) unpaid leave relief
 - (iii) temporary increase of workload
- A casual employee will be entitled to the terms and conditions set out in Appendices 1 (Casual Employees) and 2 (Casual Employee Call-in) and elsewhere in this agreement.
- (g) "*Employer*" means WC Operating (British Columbia-1) LP, operating as "*The Dorchester*", 863 Leon Avenue, Kelowna, BC, V1Y 9V4.
- (h) "*Month*" means, when expressed as a period in relation to a reference day, the date numerically corresponding to the reference day in the month in which the period begins or ends, as the case may be. "*Month*" means a calendar month when explicitly stated or the context clearly requires, unless otherwise specified in this agreement.
- (i) "*Probationary Employee*" means an employee who has not yet successfully completed their probationary period in accordance with Clause 11.3 (Probationary Employees).
- (j) "*Rest Period*" means a paid interval, which is included in the workday and is intended to give the employee an opportunity to have refreshments or a rest.
- (k) "*Spouse*" means the employee's legal spouse, or the person who has, for at least 12 months, been continuously living with the employee in a role like that of a marriage partner.
- (l) "*Union*" means the B.C. General Employees' Union (BCGEU).
- (m) "*Week*" means a period of seven consecutive days beginning:

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

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

ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

The purpose of this agreement is:

to maintain an orderly collective bargaining relationship between the Employer and its employees;

- (a) to recognize the value of joint discussions and negotiations; and
- (b) to provide compassionate care for the residents in a safe, comfortable environment, treating them and their families with the respect and dignity they deserve.
- (c)

1.2 Future Legislation

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

- (a) The remaining provisions of the collective agreement shall remain in force and effect for the term of the collective agreement;
- (b)

The Employer and the Union shall, as soon as possible, attempt to negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered.

1.3 Conflict with Policies

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

ARTICLE 2 - BARGAINING AGENT RECOGNITION

2.1 Recognition

This agreement covers all employees of The Dorchester Retirement Residence at and from 863 Leon Avenue, Kelowna, BC, except those excluded by the *Labour Relations Code*.

The Employer recognizes the Union as exclusive bargaining agent for all employees falling within the bargaining unit.

2.2 No Other Agreement

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

2.3 Union and Employer Representation

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

2.4 Correspondence and Directives

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

any directives circulated to employees pertaining to the interpretation or application of this agreement;

(a) any correspondence to any employee pertaining to the interpretation or application of the agreement as it applies to that employee.

(b) 2.5 Union Representatives

The Employer agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the Employer, or for the purpose of investigating and assisting in the settlement of a grievance.

(b) Prior to attending the Employer's premises, the union representative shall first notify the Employer.

(c) Any investigation or access as set out in (a) or (b) must not result in any disruption to the Employer's operation or affairs, and it must not result in any employee neglecting their work duties and responsibilities.

2.6 Recognition and Rights of Stewards

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

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

(2) Duties of stewards are:

(3) investigation of complaints;

(4) investigation of grievances and assisting any employee whom the steward represents in preparing and presenting a grievance in accordance with the grievance procedure;

at the request of the Union or an employee, attending meetings called by the Employer, such as disciplinary meetings or investigations when disciplinary action may be anticipated;

other responsibilities as needed.

2.7 Bulletin Boards

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

2.8 No Discrimination

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

2.9 Union Insignia

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

2.10 Right to Refuse to Cross Picket Lines

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

2.11 Leave of Absence for Union Business

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

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

- (1) for a period of up to one year for employees elected to a full-time position with the Union;
- (2) for a period of up to three years where an employee is elected to the position of President or Treasurer of the Union;
- (3)
- (c) for a period of up to one year where an employee is elected to any body which the Union is affiliated to. This leave would be renewed for an additional term upon written request.
- (d)

In requesting such leaves of absence, the Union must give 14 days' written notice to the Employer. The Employer will respond, in writing, to the application within seven days.

It is agreed that the Union will elect three employees who will represent the Union in negotiations of subsequent collective agreements with the Employer.

2.12 Bargaining Unit Information

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

ARTICLE 3 - UNION SECURITY

Employees within the bargaining unit, who were employed and were not members of the Union prior to the date of certification, shall have the option of joining the Union. Employees hired after the date of certification, April 18, 2005, are required to become members of the Union as a condition of employment.

Nothing in this collective agreement shall be construed as requiring an employee who was hired prior to the certification date, April 18, 2005, to become a member of the Union.

ARTICLE 4 - UNION DUES

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

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

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

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

ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES

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

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

ARTICLE 6 - MANAGEMENT RIGHTS

- (a) The Union acknowledges that all management rights are vested exclusively with the Employer and without
- (b) limiting the generality of the foregoing, it is the exclusive right of the Employer:
 - (c) 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;

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;

to hire, transfer, lay off, recall, promote, demote, classify and assign duties; to discharge, suspend or otherwise discipline employees who have completed their probationary period, provided that a claim by any employee that they have unjustly been disciplined may be subject to the grievance procedure.

Probationary employees may be discharged at the sole discretion of the Employer;

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;

- (d) 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.
- (e)

ARTICLE 7 - EMPLOYER-UNION RELATIONS

7.1 Labour Management Committee

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

7.2 Employee Attendance at Staff Meetings

- (a) Where an employee is directed by the Employer to attend a staff meeting or a committee meeting during their regular working hours, the employee shall be compensated at their regular hourly rate for
- (b) the time spent in such attendance.

Where an employee is directed by the Employer to attend a staff meeting or committee meeting outside of normal working hours, they shall be paid at their basic rate of pay.

- (a) **ARTICLE 8 - GRIEVANCE PROCEDURE**

8.1⁽¹⁾ Grievance Procedure

- (2) The Employer and the Union recognize that grievances may arise concerning:
 - (b) differences and disputes between the parties respecting the interpretation, application, operation or alleged violation of a provision of this agreement, including a question as to whether or not a matter is subject to arbitration; or
 - (c)

the dismissal, discipline or suspension of an employee bound by this agreement.

The procedure for resolving a grievance shall be the grievance procedure in this article.

Where the aggrieved employee is a steward, they shall not, where possible, act as a steward in respect of their own grievance but shall submit the grievance through another steward or union staff representative.

8.2 Step 1

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

8.3 Time Limits to Present Written Grievance

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

on which they were notified orally or in writing, of the action or circumstances giving rise to the grievance; or

on which they first became aware of the action or circumstances giving rise to the grievance.

(a) 8.4 Step 2

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

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

(a) stating the article(s) or clause(s) of the agreement infringed upon or alleged to have been violated
(b) and the remedy or correction required; and

(c) transmitting the grievance to the employer designate through the union steward.

8.5 Time Limit to Reply at Step 2

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

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

8.6 Dismissal or Suspension Grievance

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

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

8.7 Deviation from Grievance Procedure

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

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

8.8 Amending Time Limits

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

8.9 Policy Grievance

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

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

8.10 Failure to Observe Time Limits

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

8.11 Investigator

Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this agreement, including any question as to whether a matter is arbitrable, during the term of this collective agreement, an Investigator agreed to between the parties, shall at the request of either party:

- (a) investigate the difference;
- (b) define the issue in the difference; and
- (c) make written recommendations to resolve the difference within five days of the date of the receipt of the request and for those five days from that date, time does not run in respect of the grievance procedure.

In the event the parties are unable to agree on an Investigator within a period of 30 days, either party may apply to the Director of the collective agreement Arbitration Bureau to appoint such a person.

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

ARTICLE 9 - ARBITRATION**(a) 9.1 Notification**

(b)

Failing satisfactory settlement at Step 2, the Union may inform the Employer of its intention to submit the dispute to arbitration within

30 days after the Employer's reply at Step 2 has been received; or
30 days after the Employer's reply was due.

9.2 List and Appointment of a Single Arbitrator

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

arbitrators either party may request that a single arbitrator be appointed pursuant to the *Labour Relations Code* of British Columbia.

9.3 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.

9.4 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.

9.5 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.

9.6 Expedited Arbitration

Those grievances agreed to be suitable for expedited arbitration shall be scheduled to be heard on a date and location mutually agreed to by the parties.

(a)

As the process is intended to be informal, outside lawyers will not be retained to represent either party.

(b)

The parties will endeavour to reach an agreed statement of facts.

(c)

Prior to rendering a decision, the Arbitrator may assist the parties in mediating a resolution to the grievance.

(d)

(e)

Where mediation is not successful or appropriate the grievance will proceed to the arbitration process.

(f)

The Arbitrator shall hear grievance(s) and shall render a verbal decision within two working days followed by a written decision within 14 working days of such hearing. No written reasons for the decision will be provided beyond that which the Arbitrator deems appropriate to convey a decision.

(g)

(h)

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

(i)

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

(j)

The parties shall equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.

The expedited arbitrators, who shall act as sole arbitrators shall be Chris Sullivan, John Hall, Corinn Bell or any other as agreed to by the parties.

(a)

(b)

ARTICLE 10 - DISCIPLINE AND DISMISSAL

10.1 Discipline

The onus of proof shall rest with the Employer for discipline cases.

The Employer shall not dismiss or discipline an employee who has completed their probationary period except for just and reasonable cause.

If the Employer, in its sole discretion decides that the probationary employee is unsuitable for continued employment, that their performance is unsatisfactory, or that the employee is unwilling or unable to properly carry out their duties, the Employer may terminate the employee's employment at any time during the probationary period.

10.2 Notice of Dismissal or Suspension

(c) Notice of dismissal or suspension shall be in writing and shall set forth the reasons for dismissal or suspension and a copy shall be sent to the President of the Union or their designate within three calendar days of the Employer's action.

(a) The employee shall be given a copy of any disciplinary document that will be placed in their personnel file.

10.3 Personnel File

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

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

10.4 Right to Have Steward Present

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

10.5 Employment Abandoned

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

10.6 Right to Grieve Disciplinary Action

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

ARTICLE 11 - SENIORITY

11.1 Seniority Defined

Seniority shall be defined as the length of the employee's continuous employment with the residence and

shall accumulate based on straight-time paid hours since the date of certification (April 18, 2005) including service prior to certification of the Union.

11.2 Leaving the Bargaining Unit

An employee who accepts a temporary assignment with the Employer outside the bargaining unit shall not accrue seniority. The employee shall retain seniority accrued in the bargaining unit should they return to the bargaining unit within a period mutually agreed by the Employer and the Union.

11.3 Probationary Employees

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

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

(b) 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 18 consecutive months;
- (d) after a layoff, fails to notify the Employer of their intention to return to work within five working days (exclusive of Saturdays, Sundays and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer, and to return to work within a further 10 working days after notifying the Employer of their intention to return;
- (e) is absent without leave for three or more consecutive days without having notified the Employer;
- (f) uses an authorized leave of absence for a purpose other than that for which the leave was granted;
- (g) fails to return to work upon the expiration of an authorized leave of absence or vacation unless a reason satisfactory to the Employer is given; or
- (h) is in the employ of another employer during the employee's regularly working hours while on a leave of absence.

(a) 11.5 Seniority List

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

employee's name;
classification; and
seniority in hours.

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

ARTICLE 12 - VACANCY POSTING**12.1 Job Posting**

Where the Employer intends to fill a vacancy that is expected to be for a period in excess of 60 calendar days, in an existing or new classification, the Employer shall post the vacancy to be filled for a period of seven calendar days and at the time of posting will make the posting available electronically in a method accessible to all employees. The posting shall include the classification, wage rate, qualifications, hours of work and a brief outline of the position and the closing date for applications. The

- (a) Employer may advertise externally at the same time as internally.

A change in the starting or quitting times, shift schedules, or scheduled days off shall not constitute a vacancy.

12.2 Temporary Appointments

- (b) Until the vacancy is filled through the job posting provisions, the Employer may make temporary appointments from within the bargaining unit.

12.3 Selection Criteria

- (a) All applications for posted vacancies shall be submitted in writing to the Employer by the closing date.

- (b) In the event that more than one qualified employee applies for the posted vacancy, the Employer will consider experience, ability and qualifications and where these factors are relatively equal, the applicant with the most seniority shall fill the vacancy.

12.4 Trial Period

The trial period shall be for successful applicants in a new classification. When a vacancy is filled by an existing employee, the successful applicant shall serve a trial period of 300 hours worked. Conditional on satisfactory performance, the successful applicant shall become permanent after successful completion of the trial period. During the trial period, if the successful applicant is unsatisfactory in the position, or if they find they are unable to perform the duties of the new position or wish to return to their former position, they shall be returned to their former position at their former wage rate and without loss of seniority. All employees who changed job positions in consequence, will return to their previous position, at their former rate of pay and without loss of seniority.

ARTICLE 13 - LAYOFF AND RECALL**13.1 Definition of Layoff**

- (a) An employee whose status is changed from full-time to part-time, or whose weekly hours are reduced by more than 20%, or whose position is eliminated, or whose employment is ceased, as a result of the
- (b) implementation of a new schedule and/or a reduction of hours will be considered to be laid off.

13.2 Layoff Procedure

In the event of layoff, the Employer shall lay off employees by job classification in the reverse order of their seniority

The following procedure will be used to identify employees who will be affected by a layoff and

provide the affected employee with their options:

Step 1 - Discuss proposed layoff procedure with union staff representative.

Step 2 - Provide Union with reductions of hours per classification.

Step 3 - Provide the Union with revised blank schedules (of classifications that are directly affected or could be affected). Any concerns with proposed schedules are reviewed and discussed.

(1)

Step 4 - Provide the Union with the seniority list.

(2)

(3)

Step 5 - Employees are informed of the reductions and explained the layoff process.

(4)

Step 6 - Employer will coordinate the line picking process enabling employees to pick their position. Both the Employer and the Union will be involved in this process.

(5)

Step 7 - Employees with no available positions will receive their required working notice period or pay in lieu of notice of:

(6)

(7)

(i) one week after three months' continuous employment;

(ii) two weeks after 12 months' continuous employment;

(iii) three weeks after three years' continuous employment, plus one additional week for each additional year of employment, to a maximum of eight weeks.

(8)

Step 8 - At the conclusion of this notice period the new schedule becomes active.

(c) It is further agreed that nothing prevents the Employer and Union from mutually agreeing to another process not considered or listed in this article.

(d)

A laid off employee may bump the most junior employee in any department, provided the laid off employee has more seniority and is willing and qualified and has the ability to do the job of the junior employee. In no circumstance will an employee affect a promotion through a bump.

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

(a)

13.3 Recall Procedure

(b)

No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision.

(c)

Employees on layoff will be recalled in order of seniority, subject to their willingness, qualifications and ability to do the work available.

It is the sole responsibility of the employee who has been laid off to notify the Employer of their intention to return to work within five working days (exclusive of Saturdays, Sundays and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer, and to return to work within a further 10 working days after notifying the Employer of their intention to return. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for their proper address being on record with the Employer.

(d)

Employees on layoff or notice of layoff shall be given preference for temporary vacancies which are expected to exceed 10 working days. An employee who has been recalled to such temporary vacancy

shall not be required to accept such recall and may instead remain on layoff.

A laid-off employee shall retain the rights of recall for a period of 18 months.

ARTICLE 14 - HOURS OF WORK

14.1 Hours of Work

- (e) A day shall commence at 00:01 hours and end 24 hours later. A week shall commence at 00:01 hours Saturday and end at 24:00 hours on the Friday following.

- It is understood and agreed that the provisions of this article are intended only to provide a basis for calculating time worked and shall not be a guarantee as to hours of work per day or per week or otherwise. Employment letters shall be provided to newly hired employees outlining their status and regular hours of work.
- (a) for calculating time worked and shall not be a guarantee as to hours of work per day or per week or otherwise. Employment letters shall be provided to newly hired employees outlining their status and regular hours of work.
- (b) regular hours of work.

The regular full-time workday shall consist of:

- (c) seven and one-half hours of work exclusive of a one-half hour unpaid meal break; or eight hours of work exclusive of the one-half hour unpaid meal break.
- (1)
- (2) The regular part-time workday shall be four hours or more, up to eight hours.
- (d) Where the Employer designates that an employee cannot leave the building during their meal break, the employee's regular hours of work will be inclusive of a one-half hour paid meal break.
- (e) break, the employee's regular hours of work will be inclusive of a one-half hour paid meal break.

14.2 Hours of Work Housekeeping Department

The parties agree that extended hour shifts to a maximum of 10 hours shall be permitted in the Housekeeping Department only. Overtime shall not be applied to the additional two hours unless overtime is otherwise applicable. This applies to the night shift only.

(a) 14.3 Scheduling

- The Employer shall post work schedules for a minimum of two weeks at least two weeks prior to the effective date of the schedule. Employees will not be scheduled to work more than six consecutive days, or more than 20 days in a four-week period.
- (b) the effective date of the schedule. Employees will not be scheduled to work more than six consecutive days, or more than 20 days in a four-week period.
- (c)

The Employer may amend the start and stop times of scheduled hours of work.

- 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.
- (a) designated start times, and they shall not leave their working location at times or in a manner inconsistent with this agreement.

14.4 Changes in Scheduling

- (b) In situations, other than emergencies, all employees on the schedule are entitled to 48 hours' notice of changes in their respective work schedules. This applies to casuals who are on the schedule. For scheduling changes of 48 hours or less, the Employer shall contact the employee by telephone and determine their availability.
- (c) scheduling changes of 48 hours or less, the Employer shall contact the employee by telephone and determine their availability.

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.

Employees may exchange shifts with the prior written authorization of the appropriate manager,

provided that a minimum of 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.

Where an employee reports for work as scheduled and no work is available such employee will be entitled to a minimum of four 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 hours of such available work within their classification as the Employer may assign.

(d) **14.5 Rest and Meal Periods**

Rest Periods

An employee will receive rest periods without reduction in pay and without increasing working hours as follows:

(a)

Shift Length	Rest Periods
4 hours or more	1 x 15-minute rest period
7 hours or more	2 x 15-minute rest periods
10 hours or more	3 x 15-minute rest periods

Meal Periods

(b)

(1) An employee working a shift of five hours or more will receive a 30-minute unpaid meal period as close as practicable to the middle of the workday.

(2) The unpaid meal period will not be interrupted, except in case of emergency. Where an emergency interrupts an employee's meal period, the employee will receive a 30-minute unpaid meal period later in the shift. Where the meal period is not rescheduled it shall be counted as time worked.

(3)

An employee is entitled to take their unpaid meal period away from the premises. Employees shall advise their supervisor/designate when they intend to leave the premises and when they return to commence work. Where the Employer designates that an employee cannot leave the premises during their meal period, the employee's regular hours of work shall be inclusive of a one-half-hour paid meal period.

(c)

Rest and meal periods shall be scheduled in a manner that is consistent with the efficiency of operations.

14.6 Daylight Saving Time

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

(b) **14.7 Call-in**

Where an employee is called in to work prior to the commencement of their normally scheduled shift, those hours worked prior to the scheduled shift shall be paid at their basic rate of pay or the overtime rate of pay, as applicable.

Employees who are called back to work outside of their normally scheduled working hours shall be paid their basic rate of pay or the overtime rate of pay, as applicable, for all hours worked, or for four hours, whichever is greater.

ARTICLE 15 - EDUCATION

15.1 Education

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

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.

(b)

ARTICLE 16 - PAID HOLIDAYS

16.1 Paid Holidays

The following will be paid holidays:

(a)	New Year's Day	Labour Day
	Family Day	National Day for Truth and Reconciliation
	Good Friday	Thanksgiving Day
	Easter Monday	Remembrance Day
	Victoria Day	Christmas Day
	Canada Day	Boxing Day
	BC Day	

(b) The intent is that there shall be no more than 13 paid holidays in each calendar year. If another BC provincial statutory holiday is proclaimed during the term of this collective agreement, such additional holiday will replace one of the designated holidays in the collective agreement.

(a) 16.2 Holiday Pay

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

(c) Holiday pay for an employee who works irregular hours will be calculated by dividing the employee's total wages, excluding overtime, earned in the 30-day period immediately before the holiday by the number of days worked.

For (b) above, total wages will include paid vacation, paid sick days and other paid leave.

16.3 Holiday Falling on a Day of Rest

When a paid holiday falls on an employee's day of rest, the employee will be entitled to a day off with pay in lieu or a payout, at the employee's option. The Employer will provide a payout unless an employee notifies the Employer three weeks in advance of the holiday that they want a day off with pay in lieu. The day-off-with-pay-in-lieu option shall be effective two full pay periods from the date of ratification.

16.4 Holiday Falling on a Scheduled Workday

An employee who works on a paid holiday that is a scheduled workday will be paid at the rate of time and one-half. The employee will also be entitled to a day off with pay in lieu or a payout, at the employee's option. The Employer will provide a payout unless an employee notifies the Employer three weeks in advance of the holiday that they want a day off with pay in lieu. The day-off-with-pay-in-lieu option shall

be effective two full pay periods from the date of ratification.

16.5 Scheduling a Day Off in Lieu

A day off in lieu will be scheduled by mutual agreement of the employee and the Employer and taken within six months of the day it was earned.

16.6 Holiday Coinciding with a Day of Vacation

Where an employee is on vacation leave with pay during a paid holiday, the paid holiday will not count as a day of vacation.

16.7 Holiday Pay for Casual Employees

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

- (a) A casual employee who has worked or earned wages for 15 of the 30 days preceding the paid holiday shall be entitled to a holiday pay payout calculated in accordance with Clause 16.2(b). For clarity,
- (b) this is whether or not the employee works on the paid holiday.

16.8 Christmas Day

Notwithstanding the eligibility requirements, any employee (regardless of employment status) required to work on December 25th shall receive pay and time off in accordance with Clause 16.4 (Holiday Falling on a Scheduled Workday), as though they met the eligibility requirements.

16.9 No Pyramiding

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

ARTICLE 17 - OVERTIME

17.1 Definition of Overtime

Overtime is defined as the authorized hours worked in excess of the daily full-time or weekly hours in Clause 17.2 below.

17.2 Overtime Authorization

- (a) All overtime must be authorized in advance by the Employer except in cases of emergency.

17.3 Overtime

(2) An employee shall be paid at the rate of one and one-half times the employee's basic rate of pay for authorized work performed in excess of:

- (b) seven and one-half hours in a day;
- (c) eight hours in a day; or
- (c) 37½ hours in a week, or 40 hours in a week, averaged over a two-week cycle, as the case may be but excluding from the calculation hours worked in excess of eight hours in a day;

For the purposes of (a)(3) above the start of each two-week averaging period shall be the first day of the first pay period of the year and every two weeks after that.

Authorized work performed in excess of 12 hours in a day shall be paid at the rate of two times

the employee's basic rate of pay.

Employees working more than six consecutive days or more than 20 days in a four-week period shall be paid overtime rates for such time worked in excess. For the purpose of this clause, the start of each four-week period shall be the first day of the first pay period of the year and every four weeks after that.

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

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

17.4 Allocation of Overtime

(f) Opportunities for overtime work shall be offered to employees on shift within the classification on the basis of seniority. Despite this, where the Employer becomes aware 24 hours or more in advance that overtime work will be available, the opportunity to work the overtime shall be offered to employees within the classification on the basis of seniority.

(a) Employees may refuse to work overtime except in cases of emergency. In an emergency situation where no employee voluntarily accepts the offer of overtime, the Employer may impose the overtime in reverse seniority order.

ARTICLE 18 - VACATION

18.1 Vacation Entitlement

(a) Vacations with pay shall be granted to employees based on their length of continuous employment as of December 31st of the preceding year as follows:

Continuous Employment	Vacation Time	Vacation Pay (% of earnings)
Start	2 weeks	4%
After 5 years	3 weeks	6%
After 8 years	4 weeks	8%
(b) After 12 years	4 weeks, 1 day	8.4%
(c) After 15 years	5 weeks	10%

Part-time employees are entitled to vacation and vacation pay based on the amounts set out in (a) above, prorated according to their straight-time hours worked in the preceding calendar year.

(d) All employees entitled to vacation time off will be paid their vacation pay when they take their vacation; it will be paid on the regular biweekly pay schedule, assuming they have sufficient funds in their vacation bank. Employees may not request vacation pay in advance of their vacation. The accrued vacation must be taken during the vacation year immediately following the year it was accrued and not prior to that.

Casual employees will receive vacation with pay on their biweekly pay as outlined below. A year of continuous employment for vacation accumulation is equivalent to 1,950 hours worked. The vacation year runs from January 1st to December 31st.

Continuous Employment	Vacation Pay (% of earnings)
Start	4%
After 5 years	6%
After 8 years	8%
After 12 years	8.4%
After 15 years	10%

Casual employees will be entitled to 6% vacation pay after five years of continuous employment if they have not already achieved that level of vacation pay through the language above.

Accrual of the improved entitlements in (a) and (d) above shall be effective January 1, 2025. The parties shall meet to address any transition issues arising from the implementation of this amended clause and shall resolve them on a "no loss to employees" basis.

(e) **18.2 No Vacation Carryover**

Vacation time shall not be cumulative from calendar year to calendar year.

18.3 Scheduling of Vacation

On or before January 15th of each year, the Employer will advise such employee in writing of their (a) vacation entitlement for the calendar year.

(b) Written requests for vacation for the calendar year shall be submitted by February 15th.

(c) Vacations shall be approved in order of seniority by department, subject to operational requirements.

(d) Written responses for vacation requests shall be provided to each employee by March 15th.

(e) Where an employee chooses to split their annual vacation, their second and subsequent choices (f) of vacation shall be considered only after all other employees concerned have made their initial selection.

(g) The vacation scheduled will be posted within each department by March 15th.

(h) Vacation requests received after February 15th will be approved on a first come, first served basis.

Written vacation requests received after this time period will be returned to the employees within two weeks of the receipt of the request.

18.4 Vacation Pay on Termination

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

18.5 Sick Leave or Bereavement Leave During Vacation

Where an employee qualifies for sick leave or bereavement leave on any day of their vacation, any such day(s) shall be converted to sick leave or bereavement leave in accordance with the relevant clause(s) and not deducted from their vacation credits. For clarity, the Employer may require appropriate substantiation of entitlement to sick leave or bereavement leave.

ARTICLE 19 - SICK LEAVE**19.1 Sick Leave Entitlement**

Pay for sick leave is for the sole purpose of protecting employees against loss of income arising from personal illness or injury and will be granted to full-time and part-time regular employees in accordance with this article.

- (a) After their initial 90 consecutive days of employment, a regular employee shall be credited sick leave credits for personal illness or injury based on their prorated entitlement for the remainder of the year in accordance with (d) below, or the minimum number of days specified in the *Employment Standards Regulation*, whichever is greater. For clarity, the sick leave entitlement will not be greater than
- (b) the sick days set out in (d) below.

- (c) At the beginning of the first full and each subsequent calendar year of their employment, a regular employee shall be credited with their full amount of sick leave for the year in accordance with (d) below, or the minimum number of days specified in the *Employment Standards Regulation*, whichever is greater. For clarity, the sick leave entitlement will not be greater than the sick days set out in (d) below.

- (d) (1) Full-time regular employees shall be entitled to a maximum of 82.5 hours per year if they work 7.5 hours per day, or 88 hours per year if they work eight hours per day.

- (2) Part-time regular employees shall be entitled to 18.75 hour of paid sick leave and shall accrue sick leave credits at the rate of 3% of straight-time hours worked per biweekly pay period to a maximum sick leave credit of 75 hours. For clarity, an employee may access up to the minimum number of days specified in the *Employment Standards Regulation* before it has been accrued under this formula, to be offset against future accrual.

- (e) In addition to the paid sick leave specified above, a regular employee is entitled to up to three days of unpaid sick leave per year. An employee may designate whether an eligible sick leave day is to be paid or unpaid.
- (f)

- (g) Despite (a) above, where an employee cannot reasonably schedule a medical appointment outside of regular working hours, an employee may use one of the three unpaid sick days per year to attend such medical appointments.

- (a) There shall be no carryover of sick leave credits from year to year.

19.2 Notice and Proof of Illness or Injury

- (b) An employee who is unable to attend work due to illness or injury will notify the Employer as soon as possible to allow the Employer to cover the absence.

- (a) The Employer may require proof of illness or injury, or relevant additional medical information, when reasonable to do so in the circumstances.

(b) 19.3 Return to Work

Employees who are absent from work because of illness or injury 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.

Employees who have been absent from work due to extended illness or injury must provide two weeks' notice to the Employer prior to their return to work so as to enable the Employer to make necessary adjustments in the work schedule. The Employer will make every effort to return employees to their regular work schedules as soon as possible, but no later than 14 days after receiving notice.

After an absence due to illness or injury and where reasonable, the Employer may require documentation from a medical practitioner, nurse practitioner or Workers' Compensation Board, certifying that the employee is medically able to resume the full duties of their position.

ARTICLE 20 - LEAVES OF ABSENCE

(c) 20.1 General Leave

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

20.2 Bereavement Leave

When an employee's spouse or child dies, the employees shall be eligible for bereavement leave without loss of pay of up to five days.

- (a) When a member of an employee's immediate family, other than spouse or child, dies, the employee shall be eligible for bereavement leave without loss of pay of up to three days. Immediate family for purposes of Clause 20.2 (Bereavement Leave) is defined as:

- (1) the parent, guardian, sibling, grandchild or grandparent of an employee;
- (2) the child or parent of an employee's spouse; and
- (3) any person who lives with an employee as a member of the employee's family.

- (c) When a member of an employee's family who is not an immediate family member dies, the employee shall be eligible for bereavement leave without loss of pay of one day. Non-immediate family is defined as:

- (2) an employee's parent's sibling or parent's sibling's spouse;
- (d) the child of an employee's sibling or employee's spouse's sibling; and
- an employee's former spouse.

- (e) An employee may request additional bereavement leave without pay and the Employer shall not unreasonably deny such request.

- (f) The leave will be taken at the time of notification of death, or at another time when established ethno-cultural or religious practices provide for ceremonial occasions at such time, or a combination of both.

- (a) The Employer may require reasonable proof of the employee's eligibility for bereavement leave.

(b) 20.3 Full-Time Public Duty Leave

The Employer shall grant, upon written request, a leave of absence without pay:

for employees to seek office in a municipal, provincial, federal, first nation or other Indigenous government election for a maximum period of 90 days; or

for employees elected to public or Indigenous office for a maximum of five years.

The employee must give at least 14 days' written notice of this leave request.

The employee shall retain their seniority prior to commencement of this leave; it does not continue to accrue for the period covered by the approved leave.

20.4 Health and Welfare Benefits While on Unpaid Leave of Absence

First Four Weeks of Unpaid Leave

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

(a) *After Four Weeks of Unpaid Leave*

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

(b)

Benefits Continue on Some Leaves

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

20.5 Seniority on Leave

(a) *Paid Leave*

An employee's time on paid leave will be considered "*straight-time paid hours*" for seniority purposes.

(b) *Unpaid Leave*

- (c) An employee's time on unpaid leave will not be considered "*straight-time paid hours*" for seniority purposes.

Seniority Continues to Accrue on Some Leaves

Despite (a) and (b) above, if this agreement states that seniority will continue to accrue or the *Employment Standards Act* deems employment continuous during a particular unpaid leave, then the employee's time on leave will be considered "*straight-time paid hours*" for seniority purposes, despite being unpaid.

20.6 No Gainful Employment While on Leave

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

- (a) be subject to discipline up to and including discharge.

ARTICLE 21 - MATERNITY AND PARENTAL LEAVE

21.1 Maternity Leave

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

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

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

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

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

(f) An employee who requests maternity leave under this clause after the termination of the employee's pregnancy will be granted up to six consecutive weeks of unpaid leave beginning on the date of the termination of the pregnancy and ending no more than six weeks after the leave begins. The Employer may require the employee to provide a medical practitioner's or nurse practitioner's certificate stating the date the pregnancy terminated.

(g) Maternity leave may be extended for up to an additional six months for health reasons where a qualified medical practitioner's or nurse practitioner's certificate is presented.

(a) **21.2 Parental Leave**

(b) Upon application, an employee will be granted leave of absence following the birth or adoption of the employee's child. The employee will have to furnish a medical certificate or other evidence stating the date of birth of the child or, where applicable, proof of adoption.

(1)

Upon application, employees will be granted parental leave as follows:

(2)

in the case of a parent who takes maternity leave, up to 61 consecutive weeks commencing immediately following the end of the maternity leave unless the employee and the

(3)

Employer agree otherwise.

in the case of a parent who does not take maternity leave, up to 62 consecutive weeks of unpaid leave starting within 78 weeks of birth.

(c)

in the case of an adopting parent, up to 62 consecutive weeks commencing within the 78-week period following the date the adopted child comes into the actual care and custody of the parent or within the two-week period preceding the date the adopted child comes into the actual care and custody of the parent.

If the child suffers from a physical, psychological, or emotional condition, the employee is entitled to an additional period of unpaid parental leave of up to five weeks. The employee's qualified medical practitioner, nurse practitioner or the agency that placed the child must certify that such an additional period of parental leave is required.

21.3 Leave Without Pay

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

21.4 Aggregate Leave

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

21.5 Return from Leave

On return from leave, an employee will be placed in their former or similar position.

Vacation entitlement, not vacation pay, will continue to accrue while an employee is on leave pursuant to Article 21.1 (Maternity Leave) or 21.2 (Parental Leave).

(a)

(b) 21.6 Seniority Rights on Return to Work

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

21.7 Sick Leave Credits

(a) Prior to the commencement of maternity leave, illness arising due to pregnancy may be covered by normal sick leave.

(b) Sick leave may be used by any pregnant employee, authorized by the receipt of a qualified medical practitioner's or nurse practitioner's statement to the Employer.

ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY**(a) 22.1 Occupational Health and Safety Committee**

The Employer and the Union agree to establish an Occupational Health and Safety Committee, as set out in the *Occupational Health and Safety Regulation* of the *Workers Compensation Act*, to be comprised of two employee representatives and two employer representatives. The Union shall appoint one alternate representative.

(c)

This Committee will function in accordance with the *Occupational Health and Safety Regulation* pursuant to the *Workers Compensation Act*.

(d)

This Committee shall hold regular meetings, but no less than at least once each month and minutes will be kept of all committee meetings and a copy of these minutes sent to the Employer, the Union and the WCB.

Employee representatives shall be compensated at the basic rate of pay for attendance at meetings of the Committee.

22.2 Investigation of Accidents

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

22.3 Transportation of Injured Employees

The Employer shall assume the expense of transporting the employee injured on duty to the nearest

physician or hospital for treatment.

22.4 Statutory Compliance

The Employer agrees to abide by the terms of the *Occupational Safety Regulation* of the *Workers Compensation Act*.

ARTICLE 23 - CONTRACTING OUT

The Employer agrees not to contract out bargaining unit work to any outside agency which would result in the laying off of employees within the bargaining unit.

ARTICLE 24 - BENEFIT PLANS

24.1 Eligibility

A regular employee who has completed their probationary period and is full-time, or who is part-time and works a minimum of 30 hours per biweekly period, is eligible for benefits under this article.

24.2 Minimum Provisions

The existing health and welfare benefit plan provisions summarized in the relevant Benefits Booklets and the EFAP brochure shall be the minimum benefit levels maintained by the Employer for all eligible employees, except where improved provisions are specified in this article. Nothing in this article shall be construed as eliminating or reducing an existing benefit.

24.3 Medical Plan

Eligible employees and dependants shall be covered by the British Columbia Medical Services Plan or carrier approved by the British Columbia Medical Services Commission.

For full-time employees, the Employer will pay 100% of the premiums.

For part-time employees, the Employer will pay 75% of the premiums.

24.4 Dental Plan

The Employer will pay 70% of the premiums.

Expenses will be reimbursed based on the prior year's dental fee guide.

100% reimbursement for basic dental services to an annual maximum of \$2000. Nine month recall exams.

Major dental services: 50% coverage for bridges, crowns and dentures to annual maximum of \$1000.

24.5 Extended Health Plan

The Employer will pay 70% of the premiums.

Coverage out-of-country emergency medical expenses up to a lifetime maximum of \$1,000,000 with a maximum trip duration of 30 days.

24.6 Paramedical

Effective two full pay periods from the date of ratification, 70% reimbursement to a maximum of \$350 per calendar year for eligible services.

24.7 Vision Care

The vision care coverage (prescription glasses, contact lenses, and laser eye surgery) shall be to a maximum of \$225 per 24 consecutive months. Eye exam coverage shall be to a maximum of \$75 per 24 consecutive months. Visual training coverage shall be to a maximum of \$100 per 24 consecutive months. This provision shall be effective two full pay periods from the date of ratification.

24.8 Prescription Drugs

An employee/carrier identification card will be provided to permit point of sale prescription drug reimbursement.

24.9 Life Insurance

The Employer will pay 100% of the premiums.

24.10 Employee and Family Assistance Program

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

ARTICLE 25 - PAYMENT OF WAGES**25.1 Rates of Pay**

- (a) All employees shall be paid by direct deposit and their pay statements will be made available electronically, biweekly on payday. Each paystub will include all current vacation and sick leave banks.
- (b) Employees shall be paid in accordance with Appendix 3 (Wage Grid). Payroll errors will be corrected and paid to the employee within seven days of confirming the error.

(a) 25.2 Payment of Wages Upon Termination, Layoff or Resignation

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

25.3 Substitution

- (b) Where an employee is required by the Employer to perform the duties of a higher rated bargaining unit position for one shift or more, such employee shall be paid the rate in the higher classification that is next above the employee's own wage rate, excluding the start rate.
- (c) When an employee is temporarily transferred by the Employer to a lower rated position, the employee will receive their own wage rate.
- (d)

If a temporary transfer to a lower rated position is requested by an employee or to avoid layoffs, the employee shall be paid at the hourly rate for the lower rated position corresponding with their previous placement on the grid.

The Employer shall assign employees to substitute in a higher classification based on seniority among those qualified.

25.4 Personal Vehicle Use

In the event an employee is required to use a vehicle in the course of employer business, the Employer shall provide the Dorchester bus for employee use.

ARTICLE 26 - JOB CLASSIFICATIONS AND WAGE RATES**26.1 Job Descriptions**

The Employer shall provide the Union, upon request after notification to commence bargaining a collective agreement renewal has been served or deemed served, with job descriptions for the classifications in the bargaining unit set out in Appendix 3 (Wage Grid).

26.2 New Classifications/Duties

When the Employer establishes a new bargaining unit position or substantially changes a current job description, it shall provide the Union with a job description and the wage rate established by the Employer. Should the Union disagree with the wage rate, the matter may be filed at Step 2 of the Grievance Procedure.

ARTICLE 27 - GENERAL CONDITIONS**27.1 Indemnity**

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

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

(a) 27.2 Copies of the Collective Agreement

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

(b) 27.3 Lockup for Personal Effects

The Employer agrees to provide lockers for the use of employees while on shift. Employees shall provide their own locks to secure personal effects.

One locker shall be designated for the BCGEU stewards' use and the Employer shall not enter such locker without the presence of a steward.

27.4 Criminal Record Check

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

27.5 Special Clothing

"*Special clothing*" has the same meaning as defined in the *Employment Standards Act*.

The Employer shall provide an employee with and maintain any special clothing, including uniforms, it requires an employee to wear.

The Employer shall pay a special clothing laundry allowance of 8¢ per hour worked to an employee

- (a) required to wear special clothing. The allowance shall be payable biweekly.
- (b) Despite (c) above, where the Employer provides the option, and an employee chooses, to have their special clothing laundered at work, the employee shall not be entitled to the laundry allowance.
- (c)

27.6 Director of Food Services Cooking

- (d) In emergency situations, to cook only when no other bargaining unit cooks are available to work.

ARTICLE 28 - HARASSMENT, DISCRIMINATION, AND BULLYING**28.1 Harassment, Discrimination, and Bullying-Free Workplace**

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

- (a) Substantiated complaints of harassment, discrimination and/or bullying will lead to discipline up to and including termination.
- (b) An employee who files a complaint which would be seen by a reasonable person to be frivolous, vindictive or vexatious may be subject to disciplinary action up to and including termination.
- (c)
 - (1) The following behaviour is expressly prohibited:

Unwelcome conduct, deliberate or unintended, including verbal, nonverbal, physical, or unsolicited conduct that is based on a person's protected status under the *BC Human Rights Code*, such as Indigenous identity, race, colour, religion, sex, age, ancestry, place of origin, political belief, marital status, family status, physical or mental disability, sexual orientation, gender identity or expression, a criminal conviction or summary conviction offence unrelated to the person's employment, or any other protected status;

- (2) Abusive language, physical aggression, deliberately causing injury to another or any disorderly conduct or malicious disturbance, including intimidation or harassment of others.
- (3) Sexual harassment or conduct based upon gender, whether it is directed toward a person of the same or opposite sex, including unwelcome sexual advances, requests for sexual favours, as well as other physical, verbal or visual conduct (including print or electronic communications); and,
- (d)

Any conduct which would be seen by a reasonable person to be unacceptable and/or creates a hostile, offensive, humiliating, or intimidating working environment. It may be one incident or a series of incidents.

Protection against harassment, discrimination, and bullying extends to residents, family members, business employees, such as outside consultants, professionals and other providers of goods or services to the workplace.

Harassment, discrimination, and bullying do not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities. Good faith actions of a manager or supervisor relating to the management and direction of the employees - such as assigning work, providing feedback to employees on work performance, and taking reasonable disciplinary action - do not constitute harassment, discrimination, or bullying.

(e) **28.2 Harassment, Discrimination, and Bullying Complaint Process**

An employee allegedly being harassed, discriminated against, or bullied shall register the complaint in accordance with the "*four step communication process*" and/or "*reporting inappropriate activities*" contained in the *Employer's Code of Conduct* booklet or through the Union.

(a) Any complaints pertaining to this article may be referred by the Union to Steps 1 and 2 of the grievance procedure under this collective agreement or, where discrimination is alleged, the employee may file a complaint under the *BC Human Rights Code*.

(b)

ARTICLE 29 - REGISTERED RETIREMENT SAVINGS PLAN

Regular employees, upon completion of six months of employment, shall be eligible for voluntary participation in a 1% matched registered retirement savings plan (RRSP).

The RRSP shall be available to employees at The Dorchester effective two full pay periods from the date of ratification.

ARTICLE 30 - DURATION OF AGREEMENT

30.1 Duration

This agreement shall be for the period from the date of ratification up to and including April 30, 2026.

30.2 Notice to Bargain

This agreement may be opened to collective bargaining by either party giving written notice to the other party on or after January 1, 2026 but in any event, no later than midnight on January 31, 2026.

Where no notice is given by either party prior to January 31, 2026 both parties shall be deemed to have

(a) given notice under this section on January 31, 2026.

(b) **30.3 Agreement to Continue in Force**

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

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

30.4 Change in Agreement

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

SIGNED ON BEHALF OF THE UNION:

SIGNED ON BEHALF OF THE EMPLOYER:

DocuSigned by: Paul Finch
President

Signed by: Andrea Malinowski
Executive Director

Signed by: Lily Adler
Bargaining Committee

Signed by: Rob Senghena
Director, Human Resources

Signed by: Heather McKay
Bargaining Committee

DocuSigned by: Terry McCarthy
Chief Negotiator

DocuSigned by: Ryan Stewart
Staff Representative

Date: April 9, 2025

**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 14.2[a], 14.3[a], [c] & [d])
- (15) Education
- (16) Paid Holidays
- (17) Overtime
- (18) Vacation
- (22) Occupational Health and Safety
- (23) Contracting Out
- (25) Payment of Wages
- (26) Job Classifications and Wage Rates
- (27) General Conditions
- (28) 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
- (19) Sick Leave
- (20) Leaves of Absence
- (21) Maternity/Adoption Leave
- (24) Benefit Plans

(c) Casual employees may achieve part-time and/or full-time regular status only by successfully bidding into a permanent vacancy through the posting procedure.

(d) *Vacation*

Casual employees shall be paid 4%, 6%, 8%, 8.4% or 10% (as applicable based on accumulated hours worked as set out in Clause 18.1), of straight-time hours paid on each paycheque in lieu of paid vacation.

(e) *Holiday Pay*

Casual employees shall be paid holiday pay per Clause 16.7 (Holiday Pay for Casual Employees) of the collective agreement.

- (f) A casual employee may become a regular employee only by successfully bidding into a permanent vacancy in respect of which there is no present incumbent.

Casual Probationary Period

- (a) Casual employees shall serve a probationary period of 488 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.
- (c) Where a casual employee who has completed probation is reclassified to a full-time or part-time employee, such employee shall not be required to serve another probationary period, but will be required to complete the trial period.

**APPENDIX 2
Casual Employees Call-in*****Casual Employees Call-in***

- (a) The Employer shall call casual employees and part-time employees for scheduled work and non-scheduled work in seniority order.

Casual employees and part-time employees are entitled to register for work in their classification.

- (b) Casual and part-time employees will be called to work as follows:
- (1) One phone call to the employee shall ring eight rings duration. All calls shall be recorded in the logbooks 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 logbooks.
 - (2) In the event the casual employee uses a telephone answering machine, voice mail or a pager, the Employer will leave a message for the employee to return the phone call within five minutes. If the employee does not return the call within that five minutes, the Employer may proceed as if they were unable to make contact with the employee.
- (c) Casual employees must submit their availability forms by the first of the month for the following month (i.e. January 1st for February). Casual employees who fail to submit their availability for three consecutive months will be considered to have resigned their employment.

The Employer will call a casual and/or part-time employee only for those days on which the employee indicated they are available.

Casual and part-time employees who are registered for casual work shall notify the Employer of the times of unavailability due to sickness or vacation, during which time Subsection (c) does not apply.

- (d) Casual and part-time employees who are called in by the Employer and report for work shall be paid a minimum of four hours at the applicable rate of pay.
- (e) Casual employees have the right of refusal on two calls during a pay period. Casual employees who refuse five calls in six consecutive pay periods will be terminated.

(f) *Part-time/Casual Shifts*

- (1) The Employer agrees to include part-time employees on the casual call-in list according to seniority hours, subject to the terms and conditions listed in Appendix 1.
- (2) Where a block of four or more shifts become available, the block shall be offered to part-time employees within the department 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 10 days in advance, then the senior part-time employee shall be offered the block, notwithstanding the posted schedule. Where a block is available outside the posted schedule, the Employer will offer the block of shifts based on seniority, and will create the new schedule to reflect the change.
- (3) If the block becomes available without 10 days' notice, the shifts in the first 10 calendar days plus any other shifts in the existing block, will be offered in accordance with (f)(2) above and the remaining shifts will be offered as a block according to the casual call-in list.
- (4) The most senior employee who accepts the block as described in the paragraph above, shall have their schedule changed. No further schedule changes shall be made and any shifts left vacant by the assignment of the senior part-time employee shall be filled through the regular call-in procedure.
- (5) Where less than four shifts are available for assignment, they shall be offered to those employees on the departmental call-in list in order of seniority.
- (6) The departments shall be defined as Activities Department, Food Services Department, Housekeeping Department and Administration Department.
- (7) Employees who are laid off in accordance with Article 13.1 of the collective agreement will have the option of having their name included on the casual call-in list for their department. Such laid off employees shall notify the department manager in writing of their desire to be placed on the call-in list.

**APPENDIX 3
Wage Grid**

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

Classification	Step	Current	Effective May 1, 2023* 2% GWI	Effective May 1, 2024** 3% GWI + 4% Special	Effective May 1, 2025 2.5% GWI + 0.5% Special
Activity Assistant	<i>Start</i>	\$15.81	\$17.07	\$19.50	\$20.09
	<i>After 488 hrs worked</i>	\$17.18	\$17.52	\$20.23	\$20.84
	<i>After 1950 hrs worked</i>	\$17.86	\$18.22	\$20.47	\$21.08
	<i>After 3900 hrs worked</i>	\$18.54	\$18.91	\$20.57	\$21.19
	<i>After 5850 hrs worked</i>	\$18.75	\$19.11		
	<i>After 7800 hrs worked</i>	\$18.84	\$19.22		
Server	<i>Start</i>	\$15.81	\$17.07	\$19.50	\$20.09
	<i>After 488 hrs worked</i>	\$17.18	\$17.52	\$20.23	\$20.84
	<i>After 1950 hrs worked</i>	\$17.86	\$18.22	\$20.45	\$21.06
	<i>After 3900 hrs worked</i>	\$18.54	\$18.91	\$20.55	\$21.17

Classification	Step	Current	Effective May 1, 2023* 2% GWI	Effective May 1, 2024** 3% GWI + 4% Special	Effective May 1, 2025 2.5% GWI + 0.5% Special
	<i>After 5850 hrs worked</i>	\$18.74	\$19.13		
	<i>After 7800 hrs worked</i>	\$18.83	\$19.21		
Bus Driver	<i>Start</i>	\$15.81	\$17.07	\$20.13	\$20.73
	<i>After 488 hrs worked</i>	\$17.73	\$18.08	\$20.88	\$21.51
	<i>After 1950 hrs worked</i>	\$18.44	\$18.81	\$21.08	\$21.71
	<i>After 3900 hrs worked</i>	\$19.13	\$19.51	\$21.19	\$21.83
	<i>After 5850 hrs worked</i>	\$19.31	\$19.70		
	<i>After 7800 hrs worked</i>	\$19.41	\$19.80		
Housekeeper	<i>Start</i>	\$15.81	\$17.07	\$19.50	\$20.09
	<i>After 488 hrs worked</i>	\$17.18	\$17.52	\$20.23	\$20.84
	<i>After 1950 hrs worked</i>	\$17.86	\$18.22	\$20.45	\$21.06
	<i>After 3900 hrs worked</i>	\$18.54	\$18.91	\$20.55	\$21.17
	<i>After 5850 hrs worked</i>	\$18.74	\$19.11		
	<i>After 7800 hrs worked</i>	\$18.83	\$19.21		
Receptionist	<i>Start</i>	\$15.81	\$17.07	\$19.50	\$20.09
	<i>After 488 hrs worked</i>	\$17.18	\$17.52	\$20.23	\$20.84
	<i>After 1950 hrs worked</i>	\$17.86	\$18.22	\$20.45	\$21.06
	<i>After 3900 hrs worked</i>	\$18.54	\$18.91	\$20.55	\$21.17
	<i>After 5850 hrs worked</i>	\$18.74	\$19.11		
	<i>After 7800 hrs worked</i>	\$18.83	\$19.21		
Head Housekeeper	<i>Start</i>	\$16.22	\$17.07	\$21.12	\$21.75
	<i>After 488 hrs worked</i>	\$18.69	\$19.06	\$21.87	\$22.53
	<i>After 1950 hrs worked</i>	\$19.35	\$19.74	\$22.07	\$22.73
	<i>After 3900 hrs worked</i>	\$20.04	\$20.44	\$22.19	\$22.86
	<i>After 5850 hrs worked</i>	\$20.23	\$20.63		
	<i>After 7800 hrs worked</i>	\$20.33	\$20.74		
Cook	<i>Start</i>	\$16.21	\$17.07	\$23.11	\$23.80
	<i>After 488 hrs worked</i>	\$20.34	\$20.75	\$24.17	\$24.90
	<i>After 1950 hrs worked</i>	\$21.18	\$21.60	\$24.41	\$25.14
	<i>After 3900 hrs worked</i>	\$22.15	\$22.59	\$24.52	\$25.26
	<i>After 5850 hrs worked</i>	\$22.36	\$22.81		
	<i>After 7800 hrs worked</i>	\$22.47	\$22.92		

* Retroactive on wages and all wage-based earnings and entitlements for all employees employed on the date of ratification. The Activity Assistant, Server, Housekeeper, Bus Driver, Receptionist, Head Housekeeper, and Cook rates at the Start step are increased to \$17.07 (instead of applying the 2% general wage increase).

** Retroactive on wages and all wage-based earnings and entitlements for all employees employed on the date of ratification. Lowest two rates and steps with two highest hours are eliminated, with higher rates shifted onto the remaining steps with lower hours.

"GWI" means "general wage increase". "Special" means a special wage adjustment.

Responsibility Pay

Upon ratification, the Midnight Housekeeper designated in charge of the residence shall be paid the Head Housekeeper Rate for all hours worked between 10:00 p.m. and 8:00 a.m. Upon ratification the

Receptionist designated to work the evening shift shall be paid an allowance of one dollar per hour for all hours worked between 6:00 p.m. and midnight.

LETTER OF UNDERSTANDING
Minimum Wage

Despite the wage grid in Appendix 3 (Wage Grid), where any negotiated wage rate does not meet the current minimum wage under the BC *Employment Standards Act*, as amended from time to time, plus 1.9%, rounded up to the nearest penny, that wage rate shall be adjusted to the current minimum wage in effect at that time, plus 1.9%, rounded up to the nearest penny.

MEMORANDUM OF AGREEMENT 1
Full-Time Employees

The parties agree to review the staff complement through the Joint Union Labour Management Committee, with a commitment to providing as many full-time positions as possible and to provide a mechanism for the membership to provide input into the structure and nature of the lines and associated duties.

MEMORANDUM OF AGREEMENT 2
Extended Hour Shifts

- (a) The parties agree that extended hour shifts may be permitted by mutual agreement and with details to be specified in a memorandum of agreement or appendix to this agreement.
- (b) Overtime will not be applied to the extended hours specified above unless the extended hours are exceeded, and overtime is otherwise applicable.
- (c) For all purposes under this agreement, extended hour shifts will be implemented on a "*no loss, no gain*" basis.
- (d) The Employer may implement additional extended hour shifts only with the mutual agreement of the Union.