

COLLECTIVE AGREEMENT

BETWEEN

**DCMS REALTY (WEST KELOWNA)
LIMITED PARTNERSHIP**

dba "THE HERITAGE"

AND

HOSPITAL EMPLOYEES' UNION



July 1, 2021 to June 30, 2024

Note: underlined text is new language for 2021-2024

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ARTICLE 1 - PURPOSE OF THE AGREEMENT

1.01 The purpose of this Agreement is that the parties wish to establish the orderly and speedy consideration and settlement of all matters of collective bargaining and of mutual interest, including wages, hours, working conditions and the resolution of grievances, with respect to the employees of the Employer for whom the Union has been certified as bargaining agent.

1.02 The Union and the employees recognize that the Employer's business functions in a competitive industry providing accommodations and services for seniors, which differ from government funded facilities, the parties jointly recognize this distinction and agree that this Agreement should give effect for the efficient maintenance of high quality services for residents in a caring and cooperative environment, as well as one which is safe, harmonious and rewarding for all.

1.03 The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee for reason of membership or activity in the Union.

1.04 No Discrimination

The Employer and the Union subscribe to the principles of the *Human Rights Code* with respect to the employment of employees in the bargaining unit, which includes assuring a work environment free from discrimination, including harassment.

ARTICLE 2 - RECOGNITION OF THE UNION

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

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2.02 Union Shop

All employees who are covered by the Union's Certificate of Bargaining Authority shall maintain membership in the Union as a condition of employment. Employees who are brought within the jurisdiction of the Union's Certificate of Bargaining Authority, including newly hired employees, shall become members of the Union by the first day of the third bi-weekly pay period after their initial date of employment in the bargaining unit.

Upon receipt by the Employer of written advice from the Union, employees who fail to maintain membership in the Union or the check-off of Union Dues, or an amount equal to Union Dues, shall be terminated by the Employer from their employment.

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

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

Article 7.01 - Grievance Procedure

Article 7.02 - Dismissal/Suspension for Alleged Cause

2.03 Union Check-Off

The Employer agrees to the monthly check-off of Union dues, assessments, initiation fees and written assignments or amounts equal to Union dues, provided there are sufficient wages owing the employee to cover the deductions.

Such deductions shall be remitted to the Union within a period not to exceed twenty-one (21) days after the date of deduction and,

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as a condition of continued employment. Employees shall sign a wage assignment covering such deductions.

The Employer shall show Union Deductions on the employees T4.

The Employer agrees to sign into the Union all new employees whose jobs are in the bargaining unit, in accordance with the provisions of Article 2.02.

Twice every calendar year in January and July the Employer shall provide to the Servicing Representative of the Union and the Secretary Treasurer of the Local, a list of all employees in the bargaining unit, their job titles, addresses, personal emails and phone numbers known to the Employer. Such information shall be provided in an electronic format, such as Microsoft Excel to memberupdates@heu.org.

2.04 Employer and Union to Acquaint New Employees

New employees shall be advised of the name and location of the respective Union Steward. The Employer will provide an opportunity for the new employee and respective Union steward to meet during regular working hours for a period not to exceed fifteen (15) minutes without loss of pay or benefits, during the first thirty (30) days of employment. The time of the meeting shall be arranged between the General Manager or designated and the Union local Steward. The Employer will inform the Secretary Treasurer of the Local of all new hires within the first two (2) weeks of employment.

New employees shall be provided with a copy of the Collective Agreement in the New Hire Package.

ARTICLE 3 – DEFINITIONS

For the purpose of this Agreement:

3.01 Employer" means DCMS Realty (West Kelowna) Limited Partnership dba The Heritage.

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3.02 "Union" means the Hospital Employees' Union (H.E.U.), hereinafter referred to as "the Union."

3.03 "Bargaining Unit" is the unit comprised of all employees of the Employer described in Article 2.01.

3.04 The terms "regular pay" and "straight pay" when used in this Agreement, shall mean the amounts indicated in the wage classification contained in Schedule "A".

3.05 An emergency is an event or situation out of the control of the Employer.

3.06 Where the singular is used, it may also be deemed to mean the plural, within the appropriate context.

3.07 Regular Full-Time Employees

A regular full-time employee is one who is regularly scheduled to work on a full-time basis as defined in Article 17.

3.08 Regular Part-Time Employees

A regular part-time employee is one who is regularly scheduled to work less than a full-time employee.

3.09 Casual Employees

A casual employee is an employee in respect of whom there is no regular schedule of work.

3.10 Restriction of Employee Status

The status of all employees covered by this Agreement shall be defined under one of the preceding three (3) definitions. If a dispute arises over the proper allocation of employee status, such dispute shall be resolved through Article 7.01 – Grievance Procedure.

ARTICLE 4 – MANAGEMENT RIGHTS

4.01 The Union recognizes and acknowledges that all management rights and prerogatives are vested with the Employer and without limiting the generality of the foregoing the exclusive functions of the Employer shall include the following rights:

- a) to determine and establish standards and procedures for the accommodation, services, care, welfare, safety and comfort of the residents of The Heritage;
- b) to maintain order, discipline, efficiency, competitiveness in the market and in connection therewith to establish and enforce reasonable rules, regulations, policies and practices from time to time to be observed by its employees. The Employer reserves the right to amend or introduce new rule(s) from time to time;
- c) to select, hire, transfer, lay-off, recall, promote, demote, classify, assign duties, discharge, suspend, or otherwise discipline employees for just cause;
- d) to determine the nature and kind of business conducted by the Employer, the kinds and locations of its operations, the services to be rendered, the kinds or machines to be used, the methods of operating and control of materials or goods to be used;
- e) to have the right to plan, direct and control the work of the employees and the operations of the Employer. This includes the right to introduce new and improved methods, facilities, equipment, and to direct and control the amount of supervision necessary, combining or splitting up of departments, or classifications, or work locations, 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 purposes and to establish starting and quitting times;

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f) to determine the services to be supplied, the standard of service, the number of shifts, job content and requirements; to determine qualifications of employees, and the standard of performance, including the training and other requirements as established by the Employer or under any applicable legislation.

ARTICLE 5 – NO STRIKE OR LOCK OUT

5.01 No Strike or Lockout

There shall be no strike or lockout during the term of the Collective Agreement.

The term “strike” or “lockout” will be defined in the BC Labour Relation Code.

ARTICLE 6 - STEWARDS AND COMMITTEES

6.01 Union Committee (Stewards)

a) It is mutually agreed that where negotiations or grievances are being conducted between the parties, the Union will elect, designate or otherwise select a committee consisting of three (3) representatives (Union Stewards) and two (2) alternates.

b) All members of the committee shall be current employees of the Employer who have completed their probationary period.

6.02 It is agreed that the first responsibility of Union stewards is to perform their regular duties and responsibilities for the Employer and they shall not leave their regular duties without first obtaining permission from their immediate supervisor, General Manager or Designate. Such permission shall not be unreasonably withheld. If, in the performance of their duties, a Union steward is required to enter an area within the Heritage in which they are not originally employed, they shall report their presence to the supervisor in the area immediately and they request permission upon entering it. Such permission shall not be unreasonably withheld.

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6.03 a) Where the absence of more than one Steward, or Union Committee member, shall interfere with the proper operation of the department, then no more than one Steward or Committee member shall be given a leave of absence to transact Union business at any one time.

b) When a Steward, or Union Committee member, is the only Union employee in a department or where their absence would unduly interfere with the proper operation of the department, then such Steward may be refused leave of absence to transact Union business.

6.04 In the performance of their duties as a Steward, the Steward shall not interrupt the normal operations of the Heritage and shall complete their duties as a Steward as promptly as possible. When resuming their regular duties and responsibilities, such Steward shall again report to their immediate supervisor.

6.05 Labour Management Committee

Where there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management Committee meeting during the term of this Agreement, including any written outline of changes contemplated by the Employer which shall affect the terms of this Agreement, the following will apply:

An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory and a minimum of three (3) times per year. A request for such meeting will be made in writing at least one (1) week prior to the date proposed and accompanied by a draft copy of the agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of a grievance or matters that are properly the subject of negotiations for the amendment or renewal of this Agreement.

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6.06 The Employer shall pay representatives and Committee members their respective regular wages for all time lost from regularly scheduled hours attending grievance meetings and other meetings with the Employer, up to but not including the arbitration stage or the negotiation of the Agreement and renewals thereof.

6.07 The Union will supply the Employer with the names of its Stewards.

6.08 Representation when being Suspended or Terminated

When the Employer intends to suspend or terminate an employee, that employee will have the right to have a Steward present at the meeting where the suspension or termination will occur.

ARTICLE 7 – GRIEVANCE PROCEDURE

7.01 For the purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration, or alleged violation of the Agreement including any question as to whether a matter is arbitrable. Grievances shall be processed in the following manner:

STEP ONE:

The employee, with or without their Steward, at the employee's option, shall first discuss the matter with their immediate supervisor within seven (7) calendar days of the occurrence of the matter giving rise to the grievance. The grievance shall be discussed and, if possible, resolved at this step. Should it not be resolved within fourteen (14) calendar days of this meeting then it may be moved to Step Two.

STEP TWO:

The grievance shall be reduced to writing by:
i) Recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose; and,

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ii) Stating the Article or Articles of the Agreement infringed upon or alleged to have been violated and the remedy or correction required.

The grievance shall be signed by the employee and a Steward.

The grievance shall then be submitted to the General Manager or designate who shall acknowledge receipt of the written grievance by signing and dating the grievance form at the time the grievance is presented.

A meeting may be held by mutual agreement. Within seven (7) days of receipt of the grievance or seven (7) days following the meeting, whichever is later, the General Manager or designate shall give a written reply to the grievance and shall be copied to the Union representative.

If the grievance is not resolved then it may be moved to a meeting at Step 3 within seven (7) calendar days of receiving the Employer's written response.

STEP THREE:

The grievance shall be discussed at a meeting between a Representative designated by the Union and the General Manager and/or designate within seven (7) calendar days of this meeting, if the matter is not resolved, the Employer representative shall give written reasons for denying the grievance. The grievance may then proceed to Arbitration, Industry Troubleshooter or Expedited Arbitration in accordance with Article 7, 8 within thirty (30) calendar days.

7.02 Dismissal/Suspension for Alleged Cause

Employees who are dismissed or suspended for alleged cause shall have the right within seven (7) calendar days after the date of dismissal or suspension to process a grievance directly to Step 3.

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7.03 The time limits may be changed by mutual agreement of the parties. Where the grievance is not forwarded to the next stage of the grievance procedure within the time limits as outlined, it shall be deemed to have been withdrawn unless reasonable arguments for the delay are presented.

7.04 Policy Grievance

Where either party to this Agreement disputes the general application, interpretation, or alleged violation of an Article to the Agreement, the dispute shall be discussed initially with the Employer, their designate, or the Union within fourteen (14) calendar days of the occurrence. Policy Grievances are submitted at Step 3. Where no satisfactory resolution is reached, either party within a further 28 calendar days may submit the dispute to arbitration as set out in Article 7, 8 of this Agreement.

7.05 Agreements reached under the grievance procedure at Step 3 between the representatives of the Employer and representatives of the Union will be final and binding upon the Employer, the Union and the employee(s).

7.06 Industry Troubleshooter

- Issues referred to Troubleshooter
Where a difference arise between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, such difference may be referred to an Industry Troubleshooter.
- Roster
It is understood that the Industry Troubleshooters names below (or substitutes agreed to by the parties) shall be appointed on a rotating basis commencing with the first Troubleshooter named:

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1. I. Holden
2. Corinn Bell
3. C. Taylor
4. Ken Saunders
5. Chris Sullivan

In the event the parties are unable to agree on an Industry Troubleshooter within a period of thirty (30) calendar days from the date this Collective Agreement is signed, either party may apply to the Minister of Labour for the Province of British Columbia to appoint such person.

- Roles/Responsibilities of Troubleshooter
At the request of either party, the Troubleshooter shall:
 - a) investigate the difference;
 - b) define the issue in the difference; and
 - c) make written recommendations to resolve the difference, within five (5) calendar days of the date of receipt of the request and for those five (5) calendar days from that date, time does not run in respect of the grievance procedure.
- Agreed to Statement of Facts
The parties will endeavor to reach an agreed to statement of facts prior to the hearing.

The parties shall jointly bear the cost of the Troubleshooter.

7.07 Expedited Arbitration

1. Either party, with written agreement of the other party, may advance a grievance to expedited arbitration.
2. The location of the hearing is to be agreed to by the parties but will be at a location central to the geographic area in which the dispute arose.
3. As the process is intended to be informal, lawyers will not be used to represent either party.

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4. All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
5. Prior to rendering a decision, the Arbitrator may assist the parties in mediating a resolution to the grievance.
6. Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
7. The decision of the Arbitrator is to be completed on the agreed to form and mailed to the parties within three (3) working days of the hearing.
8. All decisions of the Arbitrators are to limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
9. All settlements of proposed expedited arbitration cases made prior to hearing shall be without prejudice.
10. The parties shall equally share the costs of the fees and expenses of the Arbitrator.
11. The expedited Arbitrators, who shall act as sole Arbitrators, shall be:
 1. I. Holden
 2. Corinn Bell
 3. C. Taylor
 4. Ken Saunders
 5. Chris Sullivan

The party referring the grievance to arbitration will select three individuals from among those listed and provide those names to the second party. The second party may either select one of the three individuals as the arbitrator or select three other individuals

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from among those listed. In the event the parties continue to disagree, the Chair of the Labour Relations Board of British Columbia will be requested to appoint the Chair from among the remaining names.

12. It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration.

7.08 Sunset Clause

An employee shall be given a copy of any disciplinary document. Any such discipline shall be removed from the employee's file after the expiration of twenty-four (24) months from the date it was issued, provided the employee's personnel file does not contain a further record of any disciplinary action.

ARTICLE 8 - ARBITRATION

8.01 Either party may refer any grievance, dispute or difference unresolved through the procedure(s) in Article 7 Grievance Procedure to a single Arbitrator. The Arbitrator shall have the power to determine if any matter is arbitrable and to determine the question to be arbitrated.

8.02 No matter may be submitted to Arbitration which has not been properly carried through all previous steps of the Grievance Procedure.

8.03 (a) The party requesting arbitration shall notify the other party of its intent to arbitrate and shall include the name of proposed Arbitrator from among the following: Corinn Bell, Elaine Doyle, Ken Saunders, and Chris Sullivan.

(b) By mutual agreement, the parties may decide not to use one of the arbitrators from the list above. If the parties fail to agree upon an Arbitrator within twenty-one (21) days either party may request the Director, Collective Agreement Arbitration Bureau, to make the appointment.

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8.04 Each party shall be responsible for its own expenses and the expenses of the Arbitrator shall be shared equally by the parties.

8.05 (a) If no written request for arbitration is received within thirty (30) days after the decision under Step 3 is given, the grievance shall be deemed to have been withdrawn.

(b) The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding (a) above, the parties may, upon mutual agreement, engage the services of a mediator/arbitrator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator/arbitrator.

8.06 The Arbitrator shall not be empowered to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.

8.07 The decision of the Arbitrator will be final and binding upon the parties hereto and the employee or employees concerned.

8.09 Saturdays, Sundays and Holidays are not to be counted in the time limits as set out in this Article.

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

ARTICLE 9 - INCREMENTS

9.01 Employees will progress on the wage schedule within their classification on the basis of regular hours paid (including hours paid during the probationary period) with the Employer.

ARTICLE 10 – PROBATIONARY PERIOD

10.01 A newly hired employee must successfully complete a probationary period of four-hundred-and-fifty (450) hours worked.

The purpose of the probationary period is to assess the employee's abilities, suitabilities, and commitment for employment at The Heritage.

“Abilities” refers to the question of whether the employee can meet the expectations of performance in the position.

“Suitabilities” is the question of whether the employee can work in this work environment, and with the other employees.

“Commitment” is the question of whether the employee can fulfill the commitment made with the Employer.

If the Employer concludes an individual lacks either the abilities, suitabilities, or commitment then the individual's employment will be concluded. This can occur at any time during the probationary period at the Employer's discretion.

Where the Employer feels that an extension of the probationary period is in the best interest of the Employer and the probationary employee, they may extend the probationary period by written mutual agreement between the Employer and the Secretary Business Manager (or their designated representative), to a maximum of one-hundred-and-sixty-two-point-five (162.5) hours or four (4) months whichever comes first. Such extension shall be communicated in writing with an explanation to the probationary employee, and shall be accompanied by a written performance improvement plan.

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

ARTICLE 11 – EVALUATION REPORT/PERSONNEL FILES

11.01 Evaluation Reports

Where a formal evaluation of an employee's performance is carried out, the employee shall be provided with a copy to read, review and sign acknowledging receipt of the evaluation. The form shall provide a comment section and two (2) places for the employee's signature, one indicating that the employee has read and accepted the evaluation, and the other indicating that the employee disagrees with the evaluation. The employee shall receive a copy of the evaluation at the time and a copy will be placed in the employee's personnel file.

11.02 Personnel File

An employee, or the Secretary-Business Manager of the Union, (or a designated representative), with the written authority of the employee, shall be entitled to review and be provided with copies of any document in the employee's personnel file, in the office in which the file is normally kept, in order to facilitate the investigation of a grievance or an employee may review their file for personal reference and/or make copies of any required documents.

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

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

Any written confirmation of a disciplinary action will be provided to the employee and copied to a Union steward. The employee shall acknowledge receipt of the letter by initialing it. Initials on a document do not indicate agreement or disagreement with the contents.

ARTICLE 12 – SENIORITY

Seniority is defined as the employee's hours of work since the employee's most recent date of hire, and shall accumulate based on straight-time hours.

Straight-time hours for the purposes of this Article shall also include:

- a) paid holidays;
- b) paid vacation;
- c) leave while in receipt of wage-loss benefits under the *Workers' Compensation Act*;
- d) paid sick leave;
- e) approved leaves under Article 22, subject to Article 22.01 (Unpaid Leave) and Article 24.08 (Effect of Absences).

12.01 All regular full-time and part-time employees shall accrue seniority based on all hours paid, up to and including eighteen-hundred (1800) hours by calendar year.

12.02 Loss of Seniority

An employee shall lose all seniority and their employment shall be deemed to be terminated if they:

- a) voluntarily resigns, retires or is discharged for just cause; or
- b) is absent from work without a reasonable explanation for two (2) or more consecutive days for which they are scheduled to work; or
- c) fails to respond to a notice from the Employer to return to work without a satisfactory explanation within 3 days of the receipt of the notice of a recall from lay-off;
- d) is absent from work for more than twenty-four (24) months by reason of layoff;
- e) An employee, who has been granted a leave of absence of

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any kind and who overstays their leave, unless they obtain permission or provides a satisfactory explanation, shall be considered to have terminated their employment without notice;

f) utilizes a leave of absence for reasons other than those for which it was granted; and

g) Medical Examination, Vaccination and Inoculation

Any employee refusing, without sufficient medical grounds, to take medical or x-ray examination at the request of the Employer, or to undergo vaccination, inoculation, and other immunization when required, may be dismissed from the service of the Employer. Where an employee is required by the Employer to take a medical or x-ray examination or undergo vaccination, inoculation, or other immunization, it shall be at the Employer's expense and on the Employer's time.

12.03 Seniority lists shall be reviewed and posted every six (6) months. Such seniority hours paid shall be subject to correction for error upon proper representation by the Union, within two (2) months of the Union's receipt of the seniority hours paid. Upon request, the Employer agrees to make available to the Union the seniority hours paid of any employees covered by this Agreement.

ARTICLE 13 - JOB POSTING

Criteria for Promotion, Appointment or Selection

In all cases of staff transfers, promotions, or in any other similar situation in which staff are compared, the relevant qualifications, skills, abilities, experience and commitment will be compared. Where those factors are relatively equal among the candidates, seniority will be the deciding factor.

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

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13.01 a) In the event new jobs are created or vacancies occur within the bargaining unit where the Employer intends to fill, including new positions created for a specific term or task (unless the Employer notifies the Union in writing that it intends to postpone or not fill a vacancy), the Employer will post such new jobs or vacancies for a period of seven (7) calendar days, and shall stipulate the qualifications, classification, rate of pay, the schedule, and department concerned before new employees are hired, in order to allow employees with seniority to apply. All applications are to be submitted in writing within the posting period.

b) It is the responsibility of each employee to be aware of job postings and to apply within the posting period. Employees may submit an application in writing, when they will be absent from work during the time of posting, in advance of their leaving, stating the job(s) they would be interested in applying for should a vacancy or new job occur during their absence.

13.02 Until the vacancy is filled resulting from the job posting provisions, the Employer is free to fill the vacancy on a call-in or temporary basis with part-time or casual employees by seniority for a maximum of six (6) weeks. Vacancies known to be for six (6) weeks or longer may be posted per Article 13.05.

13.03 All applicants will be assessed according to the criteria for promotion, appointment, or selection, as set out in this Agreement. If there are no successful applicants for any posting, the Employer reserves the right to fill the position externally or re-post at a later date.

13.04 All applications received will be considered within ten (10) days of the end of the posting procedure. Staff will be advised of the successful applicant and will post a notice of the successful applicants.

13.05 Temporary Vacancies

Employees working less than seventy-five (75) hours bi-weekly week shall be given the first opportunity to fill temporary vacancies by seniority. The Employer will outline to the employee selected to fill the posted vacancy the anticipated conditions and duration of such vacancy.

Temporary vacancies are positions that become vacant due to a leave of absence provided for under this Agreement and cannot be filled on a permanent basis. The Employer may fill a temporary vacancy not known to exceed 6 weeks without posting the position.

An employee returning from leave of absence shall have the right to return to their former position, providing it still exists. In instances where an employee returns to work prior to the estimated date of return, the Employer shall not be liable for payments to the resulting displaced employee(s). In the event that a casual or part-time employee is the successful applicant, the casual or part-time employee shall retain their casual or part-time status during the temporary full-time period.

An employee filling a temporary vacancy shall not bid on any other temporary posting until the end of their temporary position unless the new temporary posting has a substantial increased duration or is a higher rate of pay.

13.06 The successful applicant will be placed in the position on a trial basis for a period of three-hundred-and-thirty-seven-and-one-half (337.5) working hours or six (6) months' active service, whichever comes first. If, during that time, the employee decides they do not wish to continue in that position, they may advise the Employer, and they will be returned to their previous position. If, during that time, the Employer decides the employee should not continue in that position, the Employer will advise the employee, and the employee will be returned to their previous position.

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Any other employee promoted, transferred or reassigned because of the original appointment will also be returned to their previous position.

ARTICLE 14 – JOB DESCRIPTIONS

14.01 The Employer shall draw up job descriptions for all existing and newly created classifications in the Bargaining Unit. These shall be presented electronically to the Local Chairperson and Union designate.

14.02 In the case of a newly created classification, or where an existing classification is changed to the extent that it becomes a new classification, the Employer shall remit such job descriptions and the remuneration proposed, as outlined above.

14.03 The Union will have forty (40) calendar days to object to the remuneration of the new or changed classification in relation to the wage rates of existing classifications in the Bargaining Unit.

14.04 The parties will meet at Step Three of the grievance procedure to review the remuneration. If an agreement cannot be reached the issue of remuneration may be submitted to Arbitration. The Board or the Sole Arbitrator as the case may be, shall decide the remuneration based on the relationship of the new classification to existing classifications in the Bargaining Unit.

14.05 Any decision to adjust the wage rate, either by the parties, or by the Board, shall be retroactive to the date the complaint was filed.

**ARTICLE 15 TECHNOLOGICAL, AUTOMATION AND OTHER
CHANGES**

15.01 Preamble

The intent of the following provisions is to preserve job security

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and stabilize employment and to protect as many regular employees as possible from loss of employment.

15.02 Definition of Displacement

Any employee classified as a regular employee shall be considered displaced by technological change when their services shall no longer be required as a result of a change in plant or equipment, or a change in a process or method of operation diminishing the total number of employees required to operate the Heritage.

15.03 Notice of Displacement

The Employer will provide notice and relevant information to the Union as early as possible in advance of an anticipated change as described in Article 15.02.

Employees affected by technological change shall be given reasonable notification in advance and allowed a training period to acquire the necessary skill for retaining employment with the Employer commensurate with their seniority and ability.

15.04 Bumping

It is agreed that in instances where a job is eliminated, either by automation or change in method of operation, employees affected shall have the right to transfer to a position in line with seniority provided such transfer does not affect a promotion and provided, further, the Employee possesses the skills, abilities and qualifications to perform the work of the position. Employees affected by such rearrangement of jobs shall similarly transfer to positions in line with their seniority, provided they have the skills, abilities and qualifications to perform the work of the position.

A transfer under this section shall not be deemed to effect a promotion unless it results in an increase in the pay rate of the transferring employee in excess of five percent (5%) of their existing pay rate.

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The Union will advise the membership that they should facilitate and expedite the job selection and bumping process and will communicate their decision within seven (7) days of the notice of displacement.

15.05 Technological Displacement

The Employer agrees that, whenever possible, no employee shall lose employment because of technological change, utilizing normal turnover of staff to absorb such displaced employees. However, when necessary to reduce staff, it shall be done as outlined in Article 16.

ARTICLE 16 – LAYOFF AND RECALL

16.01 In the event of a lay-off of a permanent or long-term nature, the Employer will provide affected employees with notice in accordance with the *Employment Standards Act*, as amended.

16.02 In the event of a layoff of a permanent or long-term nature, the Employer will provide the Union with notice. This notice is not in addition to required notice for individual employees.

16.03 Where a notice of displacement or layoff actually results in a layoff and prior to the layoff becoming effective, an electronic copy of such notice shall be sent to the Secretary-Treasurer of the Local.

16.04 Notice of layoff shall not apply where an Employer can establish that the layoff results from an emergency or act of God, fire, or flood.

16.05 Lay-Off Procedure

a) In the event of a layoff of a permanent or long-term nature, the Employer shall first lay-off employees in the reverse order of their seniority within their classification, provided that the remaining employees possess the skills, abilities and

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qualifications to perform the work;

b) An employee who is subject to lay-off shall have the right to either:

- (i) accept the lay-off; or,
- (ii) displace an employee with lesser seniority, provided that the employee who is subject to lay-off has the skills, abilities and qualifications to perform the work of the position.
- (iii) The Employer will provide the employee who is subject to lay-off with a list of employees with lesser seniority. The employees' decision to choose either (i) or (ii) above shall be communicated in writing to the General Manager within seven (7) days following the notification of lay-off. Employees failing to do so will be deemed to have accepted the lay-off.

c) A laid-off employee may register on the casual list provided they have the skills, abilities and qualifications to perform the available work.

16.06 Recall Procedure

a) An employee will have twenty-four (24) months recall rights;

b) An employee shall have the opportunity of recall from a lay-off to an available opening on the basis of last-off/first-on, provided the employee has the skills, abilities, and qualifications to perform the available work;

c) An employee must respond to a notice from the Employer to return to work within three (3) days of receipt of the notice of recall from lay-off, unless the employee provides a satisfactory explanation to the Employer for the failure to respond;

d) Notwithstanding paragraph (c) above, the time limits in that provision will be extended by two (2) weeks if the employee is required to provide two (2) weeks' notice of resignation to

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another employer;

e) Notice of recall will be sent via registered mail.

ARTICLE 17 – HOURS OF WORK

17.01 The following is intended to define the normal hours of work for employees but shall not be interpreted as a guarantee of hours of work per day or per week, or days of work per week.

a) The regular shift for full-time employees shall be either seven-and-one-half (7½) working hours per day exclusive of meal periods or eight working hours per day inclusive of meal periods to a maximum of either thirty-seven-and-one-half (37½) hours or thirty-five (35) hours in one week.

b) Full-time employees may be scheduled on a 4 on/2 off basis, a 4 on/3 off basis, or a 5 on/2 off basis.

c) Part-time employees may have shifts of varying lengths, not less than four (4) hours in length, and are regularly scheduled less than seventy-five (75) hours bi-weekly.

17.02 Work Schedule

a) Work schedules covering a four (4) week period will be posted two (2) weeks in advance. Employee requests for specific days off must be submitted to the Department Manager or designate one (1) week in advance of the posting of the schedule, for consideration.

b) The Employer will pre-schedule shifts such that there will be a minimum of ten (10) hours between the beginning of shifts and change-over of shift. All shift exchanges shall be approved in writing by the Department Manager. A shift exchange shall not be utilized to give away shifts or create overtime opportunities.

c) The Employer will schedule employees two (2) consecutive days of rest. Employees shall not normally be scheduled to work more than five (5) consecutive days, except in the case of an

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exchange of shifts between employees.

d) The scheduling provisions above in (b) and (c) do not apply when employees mutually agree to exchange shifts or when an employee accepts or requests a shift at their own discretion.

17.03 Relief Periods

a) Employees will be provided with two (2) 15-minute paid relief breaks within a regular seven-and-one-half (7½) working hour shift. In addition, they will be provided with one (1) 30 minute unpaid break.

b) Employees will be provided with two (2) 15-minute paid relief breaks and one (1) 30-minute paid break within a regular eight (8) hour shift.

c) Employees will be provided with one (1) 15-minute paid break and one (1) 30-minute unpaid break within any regular shift of six hours.

d) Employees will be provided with one (1) 15-minute paid relief break within any regular shift of four (4) hours or less.

e) Employees on paid breaks are not allowed to leave the workplace. Employees on unpaid meal breaks may leave the workplace if they advise their manager or supervisor that they are doing so and sign-out if required.

17.04 Part-time/Casual

In addition to scheduled shifts, part-time and casual employees will be called in for all other shifts on a seniority basis, as set out in the Call-In Procedures.

Call-In Procedure

Work opportunities, which arise due to vacation or other temporary leaves or those which arise after the schedule has been posted, will be offered to eligible part-time and casual

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employees in accordance with the following:

If a work opportunity arises, the Employer will call those casual employees in the classification, who are not already scheduled to work that day and where it will not create an overtime situation.

The first work opportunity will be offered to the first eligible person on the list. The individual may decline the work opportunity or may not respond or be available to respond. In any of these cases, the work opportunity will be offered to the next person on the list, until it is accepted.

If possible, the Employer will leave a message. If the employee returns the call before the work opportunity is accepted by another employee, the employee can accept the work.

If the Employer has a number of opportunities, the Employer will offer the employees their choice of any of those opportunities with each call. The employee can select one or more of these opportunities per call.

Only after the casual list has been exhausted, will part-time employees be considered for call-in, on a seniority basis, where such call-in would not result in overtime or any other premium payment.

17.05 Continuous Operation

The work week shall provide for continuous operation.

17.06 Split Shifts

No split shifts shall be scheduled except in cases of emergency.

17.07 Notwithstanding anything else in this Agreement related to call-in or shift length the parties understand the Employer's right to schedule education sessions for employees. Where such sessions fall on an employee's day off the session shall be no less than two (2) hours in duration. The employee shall receive

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straight-time hours for all hours.

ARTICLE 18 - OVERTIME

18.01 Overtime shall be paid for all authorized hours worked in accordance with the *Employment Standards Act*. Work performed in excess of eight (8) hours in a day will be paid at 1½ times the employee's regular rate of pay and work performed in excess of twelve (12) hours in a day will be paid at 2 times the employee's regular rate of pay. Work performed in excess of forty (40) hours in a week will be paid at 1½ times the employee's regular rate of pay, but in calculating this amount only the first eight (8) hours worked in each day of the week are counted.

18.02 In the event employees of their own accord, for their own personal convenience, arrange to change shifts with appropriately qualified other employees, with prior approval of the Department Manager or their designate, the Employer shall not be responsible or liable for the payment of overtime that may result.

18.03 Overtime shall be based on the employee's regular rate of pay and there shall not be any pyramiding of overtime under this Article.

18.04 Overtime will be offered in order of seniority among the employees on duty in the classification. In the case of an emergency, if no on duty senior qualified employee is available to work overtime, it will be assigned to the junior qualified employee on duty.

18.05 An employee required to work overtime following their regularly scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime work and the start of their next regularly scheduled shift. If eight (8) clear hours off of work are not provided, then overtime rates shall apply for the work performed on the next regularly scheduled shift until eight (8)

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hours have elapsed from the end of the overtime work.

18.06 An employee who works two-and-one-half (2½) hours of overtime in a day shall receive a thirty (30) minute paid break.

ARTICLE 19 – COMPENSATION AND TEMPORARY TRANSFERS

19.01 Attached hereto and forming part of this Agreement is Schedule "A" relating to job classifications and hourly rates of pay.

19.02 Temporary Transfers

When an employee is assigned temporarily for a full shift or more to perform the duties and assume the responsibilities of a higher paying classification in the bargaining unit, they shall be paid the rate in the higher salary range immediately above their current rate for all hours worked in the assignment.

19.03 Relieving in Positions

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

In cases where an employee is required to transfer temporarily to a higher rated classification, such employee shall receive the rate of pay at their current step in that higher grid.

19.04 Shift, Weekend Premiums

a) Night Shift – Employees working the night shift shall be paid a shift differential of \$0.80 cents/hour for the entire shift worked.

b) Evening Shift – Employees working the afternoon shift shall be paid a shift differential of \$0.30 cents/hour for the entire shift worked.

c) Weekend premium – Employees working the weekend shift

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shall be paid a shift differential of \$0.15 cents/hour for the entire shift worked.

d) Definition of Shifts - Evening shifts will be defined as any shift in which the major portion occurs between 4:00pm (1600 hours) and 12:00 midnight (2400 hours), night shift as any shift in which the major portion occurs between 12:00 midnight (2400 hours) and 8:00am (0800 hours), and weekend premium as per each hour worked between (0001 hours) Saturday and (2400 hours) Sunday.

ARTICLE 20 – PAID HOLIDAYS

20.01 Employees who qualify shall receive the following paid holidays:

New Year's Day	BC Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day

*Canada Day to be observed on July 1.

20.02 An employee is eligible for payment of holiday pay provided the employee has been employed for at least thirty (30) calendar days.

20.03 Qualified employees who are given a day off on a statutory holiday are paid an amount equivalent to an average day's pay.

Qualified employees who work on a statutory holiday are paid:

- a) Time-and-a-half for the first 12 hours worked and double-time after 12 hours, and
- b) An average day's pay.

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An average day's pay is the total regular earnings divided by the number of days worked in the previous thirty (30) calendar days.

20.04 Employees may be required to alternate between Christmas and New Year's off each year. In the event there are too many requests for either holiday the deciding factor shall be which holiday the employee worked the previous year.

ARTICLE 21 - VACATIONS

21.01 For the purpose of calculating eligibility, the vacation year shall be based on the employee's anniversary date. Vacation pay is a percentage of earnings during the 12-month period in which vacation is earned.

21.02 Requests for vacation must be submitted in writing by March 31 and the resulting vacation schedule will be posted in the workplace no later than April 30. Requests received after April 1 will be considered on a first come first serve basis.

21.03 The periods at which employees shall take vacation shall be based on the selection by the employee according to seniority but shall be finally determined by the General Manager having due concern for the proper operation of the Heritage.

21.04 Vacations are not cumulative from year to year and all vacations must be taken before the employee's next anniversary date. The Employer reserves the right to schedule the vacation if the employee has not requested it and the end of their vacation year is approaching.

21.05 Employees who have completed one (1) year of service receive two (2) weeks of vacation and 4% of the previous year's earnings.

21.06 Employees who have completed five (5) years of service receive three (3) weeks of vacation and 6% of the previous years' earnings.

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21.07 effective July 1, 2022.

Employees who have completed nine (9) years of service receive four (4) weeks of vacation and 8% of the previous years' earnings.

21.08 Employees who leave the employ of the Employer shall be paid all vacation owing up to the date of departure.

21.09 Vacation pay shall be paid on a proportional basis. That is, if there are two weeks of vacation, half the vacation pay is paid when the first week is taken, and half when the second week is taken.

21.10 Christmas and New Year's Vacation Scheduling

The Employer may grant vacation during the Christmas/New Year's period, on a rotating seniority basis subject to have replacement staff available.

21.11 Employees electing to split their vacation will be entitled to preference for only one portion of vacation. This process shall repeat until the scheduling of all vacations is completed.

ARTICLE 22 – LEAVE OF ABSENCE

22.01 Unpaid Leave

The General Manager may grant a written request for a leave of absence without pay if such leave may be arranged based on operational requirements of the Heritage. Applicants when applying must indicate the reason for the leave, date of departure and specify the date of return. All applications for leave must be submitted at least thirty (30) days in advance in writing, unless a satisfactory explanation for less notice is given to the Employer. If a leave of absence is granted, the employee shall be advised in writing.

An employee on a voluntary leave of absence in excess of thirty days is not eligible to any benefits and seniority does not accrue.

22.02 Pregnancy and Parental Leave

Pregnancy and parental leaves will be granted in accordance with the *Employment Standards Act*.

22.03 Educational Leave

If required by the Employer, an employee shall be entitled to a leave of absence with pay to upgrade their employment qualifications.

Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the costs of the courses.

The Employer may grant a request for an unpaid leave of absence to upgrade employment qualifications, provided the employee provides at least 30 days' notice in writing indicating the dates of the leave and return. Provided the leave may be granted without inconvenience to the normal operations of the Employer, it shall be granted.

22.04 Union Leave

a) The Employer shall endeavour to grant leaves of absence to employees to attend Union Conventions, Seminars, Education Classes or other Union business. The Union agrees that such leave will not unduly affect the proper operations of the Heritage. Seniority and benefits shall accumulate during this leave.

b) In requesting such leaves of absence, the employee must give at least fourteen (14) days' notice in writing to the Employer.

c) Upon application by an employee in writing, at least three (3) weeks, (21 days) in advance, the Employer will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to a full-time Union office. Such leave, if granted, shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties. Seniority shall

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accumulate during any such leave.

d) The Employer shall grant a leave of absence without pay to the members of the Union Committee for the purposes of negotiations for the amendment or renewal of this Agreement. Seniority and benefits shall accumulate during this leave.

22.05 Jury and Witness Duty

If an employee is required to serve as a juror in any court of law or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law, or coroner's inquest in connection with a case arising from the employee's duties at the Heritage, the employee shall not lose regular pay because of such attendance. Provided that the employee:

- a) notifies the Employer immediately on the employee's notification that they will be required to attend at court;
- b) presents proof of service requiring the employee's attendance; and
- c) deposits with the Employer the full amount of compensation received, excluding mileage, travelling and meal allowance, and an official receipt thereof.

22.06 Unpaid Leave - Public Office

Employees shall be granted unpaid leave of absence to enable them to run for elected full-time public office and if elected, to serve their term(s) of office subject to the following provisions:

- a) Employees seeking election in a Municipal, Provincial or Federal election shall be granted unpaid leave of absence for a period up to ninety (90) calendar days.
- b) Employees elected to full-time public office shall be granted unpaid leave of absence for a period up to five (5) years.

22.07 Compassionate Leave

a) Upon the death of an employee's immediate family member an employee shall be granted leave of five (5) consecutive calendar days following the day of death to grieve. Immediate family shall mean parent (including step-parent or foster parent), spouse, child, step-child, (including miscarriage, or stillborn child of 20 weeks or later not covered by pregnancy leave), brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, legal guardian, and any person who lives with the employee as a member of the employee's family. The employee will be paid for scheduled shifts occurring during the five (5) consecutive calendar days, to a maximum of three (3) days of pay.

b) In the event of a delayed interment, an employee may save one of the days identified above without loss of pay to attend the interment. For clarity, this is not in addition to the days paid in (a) above.

22.08 The Employer recognizes there are a variety of unpaid leaves under the *Employment Standards Act* including, but not limited to:

- Leave respecting the disappearance of a child;
- Leave respecting the death of a child;
- Family responsibility leave;
- Critical illness leave; and
- Compassionate care leave.
- Leave respecting Domestic or Sexual Violence.

The Employer will permit such leaves in accordance with the terms set out in the *Employment Standards Act*, as if may be amended from time to time. Any staff member who feels they might be eligible for any of the above leaves should contact the General Manager.

Seniority and service will accrue if and as required under the

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Employment Standards Act. The Employer shall maintain the employee's benefits coverage during *Employment Standard Act* leaves provided the employee maintains their share of the cost of the plan.

ARTICLE 23 – DRESS CODE/UNIFORMS

23.01 The parties acknowledge that the Employer sets the standards of attire and dress code, for its employees.

23.02 The Heritage reserves the right however to designate uniform attire for some or all of our positions and any uniform supplied by the Employer will be laundered and maintained by the Employer.

23.03 Employees must wear name tags, as provided by the Employer.

23.04 During the probationary period, employees are expected to meet the standard of attire, as required.

23.05 Employees must wear appropriate footwear, according to Occupational Health and Safety and the Employer's standards.

ARTICLE 24 – HEALTH AND WELFARE BENEFITS

Employees who have completed the probationary period, and who hold a regular position, such that the employee is regularly scheduled to work at least twenty-five (25) hours bi-weekly, are eligible to participate in the benefit program. Casual employees do not hold regular positions and are not eligible for benefits.

24.01 Where a benefit is provided by an insurer, it is agreed and understood that any dispute regarding an employee's eligibility or entitlement to benefits will be between the employee and the insurer and will not be the subject matter of a grievance.

24.02 The Employer's sole obligation in relation to any benefits

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is to ensure it makes the premium payments it is required to make.

24.03 It is recognized and agreed that the Employer may from time to time change insurers or insurance carriers and it will not be a breach of this Agreement to do so. The Union will be informed before such changes occur.

24.04 The Employer shall pay 100% of the premium for eligible full-time and part-time employees for a plan providing a basic life benefit.

Generally, this plan will provide for life insurance up to a \$10,000 maximum with an accidental death or dismemberment benefit, and subject to the terms of the plan. If an employee opts for Dependent Life coverage, the Employer shall pay 100% of the premium for the coverage.

24.05 The Employer shall arrange for a plan that provides for \$20,000 in Optional Life and Optional AD&D coverage. Employees who opt for this coverage are responsible for paying 100% of the premiums (ie. premiums are 100% paid by the employee).

24.06 The premiums for Extended Health Care and Dental Care shall be paid 75% by the Employer and 25% by the employee.

24.07 The Employer shall arrange for a plan that provides for LTD with 2/3 salary continuation to a maximum of \$2,500.00/month for two years with a waiting period of 17 weeks. Participation for eligible employees is mandatory and the premiums shall be paid 100% by the employee.

24.08 Effect of Absence

Unpaid – During an absence not paid by the Employer exceeding thirty (30) continuous calendar days, credit for service for purposes of seniority, salary increment, vacation, sick leave,

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or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended; the benefits concerned appropriately reduced on a pro-rata basis and the employee's seniority (anniversary) date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which they are participating for the period of the absence.

Pregnancy/Parental Leave – If the leave is based on a pregnancy or parental leave, then provided the employee is enrolled in the benefits as of the date the leave began, and provided they pay in advance on a monthly basis their share, if any, of the premiums, then the Employer will continue to pay its portion for the duration of the leave, or until it has paid the amount it would normally pay for the duration of the leave unless they have provided written notice they wish to discontinue the benefit coverage during the leave or fails to pay the premiums in advance on a monthly basis.

If absent due to compensable injury, then provided the employee is enrolled in the benefits at the time the injury occurred, and provided the employee pays their portion, if any, of the premiums, on a monthly basis, the Employer will continue to pay its portion of the premium for the duration of the leave, to a maximum of one year.

If absent due to a personal illness or injury, then provided the employee was enrolled in the benefits at the time the leave began, and provided the employee pays in advance their portion, if any, of the premium, the Employer will continue to pay its portion of the premium for the first calendar month.

In all of these cases, provided the Employer accepts the validity of the continuing absence, the Employer will allow the employee to continue to participate in the benefits in which the employee was enrolled, provided the employee pays in advance on a monthly basis the entire premium. However, in every case, the

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Employer reserves the right to deny an employee the right to participate where the validity of the continued absence has come into question, or where the employee has failed to make the appropriate payment arrangements or where the leave has expired and the employee has not returned to work, and in any case, if the employee has been absent for one month.

If employment ends, and an employee owes for the costs of any premium based benefit coverage those costs will be offset against any wages or vacation pay owed.

24.09 In an event, after the casual employee has filled the position for a period of six (6) months, and is regularly scheduled to work at least twenty-five (25) hours bi-weekly, effective January 1, 2023:

The casual employee shall be enrolled in the benefit program listed below in the same fashion as the employee they are replacing:

- Medical Plan, Dental Plan Section, Extended Health Care Plan.

Coverage under this section shall cease when either:

- i) The regular incumbent returns to the position, or
- ii) The casual employee is no longer working in the posted position.

ARTICLE 25 – PAY DAYS

25.01 Employees shall be paid by direct deposit made every second Tuesday to a financial institution of their choice. Employees can access pay statements electronically.

When the pay day falls on a non-banking day, the deposit shall be made on the day prior to the established pay day.

In the event that an employee's pay is short of money owed for the pay period, as a result of an Employer error, and the employee brings the issue to the attention of the General

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Manager or designate, the following shall apply:

If the money owed is less than one-hundred-and-forty-five dollars (\$145.00), the pay shall be added to the next pay period.

If the money owed is more than one-hundred-and-forty-five dollars (\$145.00) or greater, the Employer will make every reasonable effort to correct the error and provide a manual cheque or direct deposit within five (5) business days.

ARTICLE 26 – BULLETIN BOARD

26.01 The Employer agrees to supply and make available to the Union a bulletin board in such a place as is readily accessible by employees. The Union shall use this for the posting of Employer/Union business only.

26.02 The Union will provide the Employer with a copy of the document that has been posted. The Employer may request the removal of any document and the Union shall comply with the request pending the outcome of a discussion between the parties.

ARTICLE 27 – NOTICE OF UNION REPRESENTATIVE VISITS

27.01 The Union shall inform the Employer when the Secretary-Business Manager, or their designated representative, intends to visit the Employer's place of business for the purpose of conducting Union business. It is agreed such visit will not cause any disruption to the Employer's normal operations.

ARTICLE 28 – EMPLOYER PROPERTY/INDEMNIFICATION

28.01 Employees must return to the Employer all Employer property in their possession at the time of termination of employment. The Employer shall take such action as required to recover the value of articles which are not returned.

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28.02 Upon submission of reasonable proof, the Employer will repair or indemnify with respect to damage to the chattels of an employee while on duty caused by the actions of a patient, provided such personal property is an article of use or wear of a type suitable for use while on duty.

28.03 The practice of the Employer supplying tools to employees shall continue. The Employer shall replace tools upon satisfactory proof that they have been lost, broken, or stolen while being used in the work of the Employer with the knowledge and consent of the Employer and upon reasonable proof that reasonable precautions were taken by the employee to protect the tools against loss or theft.

28.04 Where an employee is charged with an offense resulting directly from the proper performance of their duties and is subsequently found not guilty, the employee shall be reimbursed for reasonable legal fees.

ARTICLE 29 – INFECTIOUS DISEASES

29.01 The Employer and the Union desire to arrest the spread of infectious diseases in the Heritage.

29.02 To achieve this objective, the Joint Occupational Health and Safety Committee may review and offer input into infection control programs and protocols including outbreak control, isolation, precautions, worker education and training, and personal protective equipment.

29.03 The Employer will provide training and ongoing education in communicable disease recognition, use of personal protective equipment, decontamination of equipment, and disposal of hazardous waste.

29.04 The Employer will use its best efforts to make all affected direct care employees of residents who have serious infectious diseases. The nature of the disease need not be disclosed.

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Employees will be made aware of special procedures required of them to deal with these circumstances. The parties agree that all employees are aware of the requirement to practice universal precautions in all circumstances.

29.05 Where vaccination, or inoculation, or immunization is indicated by a physician as an appropriate and necessary precaution and is not otherwise available to an employee without direct cost, the Employer will pay the cost.

ARTICLE 30 – OCCUPATIONAL HEALTH AND SAFETY

30.01 The Employer and the Union agree that it is in the interest of all concerned to cooperate in the promotion of safe working conditions and practices, the prevention of accidents, and the prevention of workplace injuries. The parties agree it is the duty of everyone to cooperate and be responsible to identify, report, or correct unsafe conditions or behaviours.

30.02 The parties agree that a Joint Occupational Health and Safety Committee will be established. The Committee shall govern itself in accordance with the provisions of the *Workers' Compensation Act*. The Committee shall be as between the Employer and the Union, with equal representation, and with each party appointing its own representatives.

30.03 Employees who are members of the Committee shall suffer no loss of regular wages or shall be paid their regular straight-time wages while attending meetings of the joint committee. Employees who are members of the Committee shall suffer no loss of regular wages or shall be paid their regular straight-time wages when participating in workplace inspections and accident investigations.

30.04 The Committee may use the resources of the Workers Compensation Board to provide information to the Committee members in relation to their role and responsibilities. The Committee will work to increase the awareness of all staff on

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such topics as: workplace safety, dealing with aggressive residents, WHMIS and the role and function of Committee.

30.05 The Employer will provide orientation or in-service which is necessary for the safe performance of work, the safe use of equipment and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes. The Employer will provide appropriate safety clothing, protective devices and equipment.

30.06 Training

It is understood that an employee will be adequately trained to safely perform the assigned work. The training of employees shall be performed by management.

From time to time the General Manager or designate may direct a member of the bargaining unit to train another employee. In this case the employee providing the training shall receive an additional \$0.50 per hour. Orientation is not training.

ARTICLE 31 – CONTRACTING OUT

31.01 The Employer shall not contract out any work normally performed by bargaining unit employees if, as a direct result of the contracting out, a lay-off of any employees would occur.

ARTICLE 32 - VOLUNTEERS

32.01 It is agreed that Volunteers will be supernumerary to established positions in the bargaining unit, and that the use of Volunteers will not result in the lay-off of employees in the bargaining unit; nor will Volunteers be used to fill established positions within the bargaining unit.

32.02 It is further agreed that the utilization of Volunteers, as at the date of execution of this Agreement, is consistent with the above.

ARTICLE 33 – PRINTING OF AGREEMENT

33.01 The Union shall print sufficient copies of the Agreement for distribution to employees. The costs shall be shared equally by the parties. The parties will provide all employees with a copy as soon as they are available.

ARTICLE 34 – FUTURE LEGISLATION

34.01 In the event that 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 full 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;
- c) If the parties cannot mutually agree on provisions to be substituted, then the matter may be forwarded to Arbitration as pursuant to Article 8, Arbitration of the Collective Agreement.

ARTICLE 35 – RETURN TO WORK PROGRAM

35.01 The Parties recognize their joint obligations in situations where an employee would benefit from a modified return to work program when recovering from work-related and non-work related injuries or illnesses.

35.02 An Employee may or may not include a union steward in the return to work meetings. However, the Union shall be copied on the final return to work schedule.

ARTICLE 36 – SICK LEAVE

36.01 Sick leave is provided to employees in the case of personal illness or injury who have been employed by the Employer for ninety consecutive days in accordance with the terms, limits, and requirements as set out in S 49 of the Employment Standards Act BC (the Act.)

36.02 Employees are entitled to five (5) paid days and three (3) unpaid days as of January 1, 2022 and on each January 1 thereafter. Days do not carry over from year to year, and if not used are lost.

36.03 The Employer must pay an employee who takes leave under subsection (1) (a) their average days pay calculated in compliance with the Act during the thirty (30) calendar day period preceding the leave.

36.04 Employees who have a sick leave bank accumulated under the former Collective Agreement (expiring June 30, 2021) will be entitled to retain that bank and use it to provide for sick leave pay on days the sick absence would otherwise be unpaid, for as long as the bank continues to exist. For greater clarity the sick credit bank will no longer increase beyond the level as at July 1, 2022.

36.05 The employee shall advise their Manager or designate as soon as possible of their inability to report to work because of illness or injury, and the possible date of their return to work.

36.06 Sick leave with pay is only payable because of personal illness or injury. Employees who are absent from duty because of frequent or excessive illness may be required to prove sickness in future instances for a specified period of time upon notification from the Employer.

36.07 Regular full-time or part-time employees may draw from their bank when they are absent from duty due to illness or

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injury.

ARTICLE 37 – BADGES AND INSIGNIA

37.01 Employees shall be permitted to wear a pin with the Union's logo on it and employees who are shop stewards may have a pin with the Union's logo on it designating their status as a shop steward.

ARTICLE 38 – TERM OF AGREEMENT

38.01 The terms of this Agreement shall be binding upon the parties hereto from July 1, 2021 to June 30, 2024 and thereafter from year to year unless either party gives to the other party written notice to bargain. Such notice must be given not earlier than ninety (90) days prior to the expiration date. In the event neither party gives notice as required, the parties shall be deemed to have given notice to bargain ninety (90) days before the expiration date.

38.02 Should either party give such written notice to the other party under Article 38.01, this Agreement shall thereafter continue in force and effect until either the Union gives notice of strike or the Employer gives notice of lockout in accordance with the *Labour Relations Code*.

38.03 The parties agree to exclude the operation of Section 50(2) and 50(3) of the *Labour Relations Code*.

**ARTICLE 39 – REGISTERED RETIREMENT SAVING PLAN
(RRSP)**

To be implemented for July 1, 2023:

1. All regular employees, upon completion of the probationary period, shall have the option of enrolling in the Plan. Participation in the Plan is voluntary. The employee must exercise the option-within ninety (90) days of the Plan coming

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into effect.

2. The Employer will remit three-hundred-and-seventy-five dollars (\$375.00) at the beginning of each twelve (12) month period (commencing July 1, 2023) for each full-time employee, prorated for employees who have less than full-time (37.5 hours) per week on a regular basis. Employees with less than a full year of service as of July 1 in any year will receive a prorated contribution.

3. Employees may opt in or out of the Plan, make voluntary additional contributions as may be permitted by the Plan Administrator contribution levels, as noted in (2) above, July 1st of each year by providing at least thirty (30) days written notice to the Employer.

4. The Plan will be administered by a third party selected by the Employer.

5. The Employer will ensure that all new employees are informed of the options available to them under this group RRSP.

CASUAL ADDENDUM

1. Casual employees shall be employed only to relieve in positions occupied by regular full-time and regular part-time employees, or for intermittent, non-recurring work, provided that a casual employee shall not be used for a period in excess of sixty (60) consecutive calendar days in any one position.
2. Casual employees shall serve a probationary period of four-hundred-and-fifty (450) hours worked. The provisions of Article 10 will apply.
3. Casual employees shall accumulate seniority on the basis of the number of hours worked.
4. A casual employee may become a regular full-time or part-time employee only by successfully bidding into a permanent vacancy in respect of which there is no present regular incumbent.
5. The following provisions of the Collective Agreement do not apply to casual employees:
 - a) Article 15 - Technological, Automation and Other Changes;
 - b) Article 16 – Layoff and Recall;
 - c) Article 17 – Hours of Work, except Article 17.02(c), 17.03, 17.04, and 17.06;
 - d) Article 18 – Overtime, except Articles 18.01, 18.03, 18.05, and 18.06;
 - e) Article 20 – Paid Holidays, except that a qualified employee who works on a statutory holiday will be paid as per Article 20.03 (a);
 - f) Article 21 – Vacations;
 - g) Article 22 – Leaves of Absence;
 - h) Article 24 – Health and Welfare Benefits; (unless the casual employee has filled a temporary position for a period

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of six (6) months for leaves commencing after January 1, 2023).

6. Casual employees shall be called to work in order of seniority in accordance with Article 17.04.
7. Casual employees shall not be dismissed except for just and proper cause. If a casual employee is consistently unavailable for work opportunities, or does not make themselves reasonably available for work, during a thirty (30) consecutive calendar day period, then such casual employee shall be considered to have resigned their employment and the Employer shall send a registered letter to the employee's last known address indicating such. This does not apply if the casual employee has sought and obtained, in writing, the Employer's approval to be unavailable for a longer period of time.
8. Casual employees may be laid off from the casual list in the inverse order of their seniority where it becomes necessary to reduce the work force due to economic circumstances. Laid off casual employees shall retain their seniority for one (1) year subject to which they shall be reinstated to the casual list in the order of their seniority when it becomes necessary to expand the work force.
9. a) A casual employee who has not completed the probationary period and who successfully bids into a regular full-time or part-time position shall serve a probationary period for the balance of the four-hundred-and-fifty (450) hours of work.

b) A casual employee who has completed the probationary period and successfully bids into a regular full-time or part-time position shall not be required to serve another probationary period under Article 10.
10. Casual employees shall receive vacation pay in accordance with the *Employment Standards Act* and four percent (4%) in lieu

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of Statutory Holiday pay, paid on each cheque.

11. A regular employee who is laid off may register on the casual list provided they have the skills, abilities and qualifications to perform the available work. Upon transfer to the casual list, such employees shall be entitled only to such benefits as are available to casual employees. Such employees shall maintain all accumulated seniority and benefits to the date of the transfer.

12. Casual employees shall move to the increment step indicated by accumulated hours worked with the Employer where 1800 hours equals one (1) year for wage increment purposes.

13. In the event that a casual employee is scheduled to work and cannot work for a reason which gives rise to compassionate leave as described in Article 22, the casual employee is entitled to paid leave for those scheduled work days missed to a maximum of three consecutive days.

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BENEFITS SUMMARY

Health and Welfare Benefits

Waiting period	450 hours
Eligibility	25 hours bi-weekly
Cost Sharing	100% Employer paid for \$10,000 Life and AD&D benefits.
Extended Health and Dental Care	75% Employer and 25% employee paid premiums
Life	\$10,000 coverage – mandatory
Dependent Life	Spouse \$3,000 – Child \$1,500 – If an employee opts for this coverage, it will be 100% Employer paid
Reduction	50% at age 65
Termination	Age 70
Optional Life	20,000 – 100% employee paid premiums
AD&D	Covered by CHUBB same as life insurance
Optional AD&D	\$20,000 – 100% employee paid premiums
Vision including eye exams	\$225 every 24 months (effective August 1, 2022, to be increased to \$275 every twenty-four (24) months).
Eye exams	Effective August 1, 2022, \$75.00 per eye exams every twenty-four (24) months.

Extended Health Care

Deductible	Nil
Coinsurance	85% except out of country emergency 100%, paramedical 50%
Travel Assist	Yes
Maximum	Unlimited
OCC emergency	100%, 60 day trip, 2 million per incident
OCC referral	100% \$500,000 Life Time
Private duty nursing	\$25,000 per calendar year max
Paramedical	50% \$500 all practitioners combined Chiropractor Physiotherapy Massage Podiatrist

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	Naturopath Osteopath	Psychologist Speech therapist
Hearing Aides	\$500 Life Time	
Orthotics	\$150 every 24 months	

Drugs

Deductible	Nil
Coinsurance	85%
Drug Card	Yes
Generic	Yes
Dispensing max fee	\$12
Vaccines	Yes, does not include cost of the injection

Dental Care

Deductible	Nil
Coinsurance	85%
Maximum	Unlimited
Fee guide	Current
Recall	9 months
Health and Dental survivors' benefits	24 months
Termination Health and Dental	Age 70
<u>Major Restorative</u>	<u>Effective December 1, 2022</u> <u>50/50 to a max of \$1500 – dentures and crowns</u>

Long Term Disability

Benefit	2/3 salary continuation to a maximum of \$2,500/month for 2 years
Waiting Period	17 weeks
Premiums	100% employee paid

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SCHEDULE "A"

WAGE GRID

POSITIONS AND CURRENT HOURLY RATES

Position	Steps	Hours	Current Wages
Assistant Living Attendant/ Night Attendant	Step 1	0-450	\$20.21
	Step 2	451-1800	\$20.61
	Step 3	1801-3600	\$21.03
	Step 4	3601-5400	\$21.57
	Step 5	5401-7200	\$22.10
	Step 6	7201-9600	\$22.65
Cook	Step 1	0-450	\$21.13
	Step 2	451-1800	\$21.55
	Step 3	1801-3600	\$21.98
	Step 4	3601-5400	\$22.52
	Step 5	5401-7200	\$23.09
	Step 6	7201-9600	\$23.66
Dining Services Attendants/Dishwasher/ Pre Cook/Housekeeping/ Laundry Attendant	Step 1	0-450	\$16.84
	Step 2	451-1800	\$17.16
	Step 3	1801-3600	\$17.51
	Step 4	3601-5400	\$17.95
	Step 5	5401-7200	\$18.40
	Step 6	7201-9600	\$18.86

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Position	Steps	Hours	Current Wages
Recreation Assistant/ Dining Room Host/ Reception	Step 1	0-450	\$18.06
	Step 2	451-1800	\$18.43
	Step 3	1801-3600	\$18.78
	Step 4	3601-5400	\$19.29
	Step 5	5401-7200	\$19.74
	Step 6	7201-9600	\$20.24

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MEMORANDUM OF AGREEMENT #1

BETWEEN

HOSPITAL EMPLOYEES' UNION

AND

**DCMS REALTY LIMITED PARTNERSHIP
THE HERITAGE**

Re: Free Parking

The parties agree that, subject to availability as determined by the Employer, parking shall be provided free of charge to staff. The Employer agrees that, for safety reasons, it will use its best efforts to provide an area in or near the indoor underground lot for those finishing work at 2200 hours or later.

**Signed on behalf of the
Union:**



Maria Rodriguez
Negotiator

September 15, 2022

Dated

**Signed on behalf of the
Employer:**



Vanessa Santos
People Manager

Oct 4, 2022

Dated

***DCMS Realty Limited Partnership (The Heritage) / Hospital
Employees' Union – July 1, 2021 to June 30, 2024***

MEMORANDUM OF AGREEMENT #2

BETWEEN

HOSPITAL EMPLOYEES' UNION

AND

**DCMS REALTY LIMITED PARTNERSHOP
THE HERITAGE**

Re: Fitness and Pool Access

The parties recognize that the Heritage is the home of the residents and that, although staff may have access to the pool and fitness center for personal use, this should not interfere with the activities of the residents or occur when a resident is using the pool and fitness center.

**Signed on behalf of the
Union:**



Maria Rodríguez
Negotiator

September 15, 2022

Dated

**Signed on behalf of the
Employer:**



Vanessa Santos
People Manager

Oct. 4, 2022

Dated

**DCMS Realty Limited Partnership (The Heritage) / Hospital
Employees' Union – July 1, 2021 to June 30, 2024**

MEMORANDUM OF AGREEMENT #3

BETWEEN

HOSPITAL EMPLOYEES' UNION

AND

**DCMS REALTY LIMITED PARTNERSHIP
THE HERITAGE**

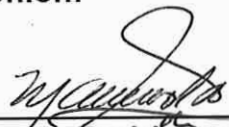
Re: Rates of Pay

The parties acknowledge they have not entered into wage rate discussions.

The parties further agree that should the single site levelled up wage rates be terminated by the government prior to the Collective Agreement expiring, the parties will re-open the Collective Agreement to discuss wage rates.

No other article of the Collective Agreement will be subject to the wage re-opener discussions, unless mutually agreed to by the parties.

**Signed on behalf of the
Union:**



Maria Rodriguez
Negotiator

**Signed on behalf of the
Employer:**



Vanessa Santos
People Manager

September 15, 2022

Dated

Oct. 4, 2022

Dated

**DCMS Realty Limited Partnership (The Heritage) / Hospital
Employees' Union – July 1, 2021 to June 30, 2024**

**SIGNATURES FOR THE
UNION:**

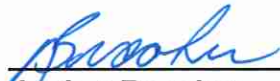
**SIGNATURES FOR THE
EMPLOYER:**



Maire Kirwan
Coordinator of Private Sector
Bargaining Servicing



Vanessa Santos
People Manager



Janine Brooker
Director – Private Sector
Bargaining



Michele Harper
General Manager, Interim



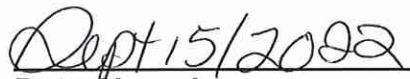
Maria Rodriguez
Negotiator




Teresa Saunders
Bargaining Committee



Valerie Stobbe
Bargaining Committee



Date Signed



Date Signed