

COLLECTIVE AGREEMENT
BETWEEN
HOSPITAL EMPLOYEES' UNION



AND
BRIA COMMUNITIES LIMITED PARTNERSHIP
MAGNOLIA GARDENS

September 15, 2022 – August 31, 2025

Magnolia Gardens

5840 Glover Road
Langley, B.C. V3A 9K3

Phone: (604) 514-1210

Hospital Employees' Union

5000 North Fraser Way
Burnaby, B.C. V5J 5M3

Phone: (604) 438-5000
Toll-free: 1-800-663-5813
Fax: (604) 739-1510

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ARTICLE 1 - PURPOSE OF THE AGREEMENT

1.01 The purpose of this Agreement is to maintain positive working relations and conditions, and set forth terms of employment so as to resolve employment matters in an expeditious and equitable manner.

The parties agree that the Residents of Magnolia Gardens have the right to be secure in the knowledge that they will receive appropriate, efficient, and uninterrupted care and services through the cooperative efforts of the Employer and all employees.

1.02 Respectful Workplace

- a) The Employer and the Union recognize the right of employees to work in an environment free from harassment, bullying or discrimination.
- b) Bullying and Harassment constitutes any conduct or comment that harms, intimidates, offends, degrades or humiliates an employee.
- c) Bullying and Harassment may be a behaviour which is repeated, persistent or one single serious incident.
- d) Discrimination is defined as being based on any of the prohibited ground of discrimination under the *Human Rights Code* of British Columbia.
- e) Employees are responsible for conducting themselves in a respectful manner in the workplace and at work related gatherings both privately and publicly. Failure to maintain respectful conduct will lead to discipline, up to and including termination.
- f) Employees will be provided a copy of the Respectful Workplace and Code of Conduct Policy upon hire and are responsible for understanding and following company policy and procedures.
- g) The exercise of managerial and supervisory rights and responsibilities, including, but not limited to coaching, performance management plans, workplace expectations and discipline are not considered harassment, bullying or

discrimination.

1.03 Complaint Procedure

Employees who feel they are being harassed should refer to the Employer's Respectful Workplace & Code of Conduct Policy for complaint and investigation procedures.

- a) The employee who wishes to pursue a concern arising from an alleged harassment may register a complaint in writing with the Employer or through the Union to the Employer designate. In addition, depending on the nature of the complaint, an employee may also file their complaint through either the Human Rights Tribunal or WorkSafe BC.
- b) All persons involved with the complaint shall hold all aspects of the complaint and all related information in the strictest confidence. Failure to do so may result in discipline up to and including termination of employment.
- c) Unresolved complaints of harassment may be pursued through the grievance procedure initiated after the investigation process has been completed.
- d) Both the complainant and the alleged harasser shall be entitled to Union representation.
- e) Employees are expected to be reasonable and fair in their expectations of each other and resolve and conflict in a mature and professional manner. Employees may go to their supervisor or human resources representative for support in resolving conflict if their own attempts to resolve it are unsuccessful.

ARTICLE 2 - RECOGNITION OF THE UNION

2.01 Sole Bargaining Agency

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

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.

2.03 Union Check-Off

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

The check-off monies deducted in accordance with the above paragraph shall be remitted to the Union by the Employer in a period not to exceed twenty-one (21) days after the date of deduction.

At the same time, the Employer shall provide the Union's Provincial Office with a list of all employees hired, and all employees who have left the employ of the Employer (who shall be designated as terminated and shall include discharges, resignations, retirements and deaths) in the previous month along with a list of all employees in the bargaining unit and their employee status and the amount of dues or equivalent monies currently being deducted for each employee.

The Employer agrees to sign into the Union all new employees whose jobs are covered by the Certificate of Bargaining Authority in accordance with the provisions of Article 2.02.

The Employer shall include the amount of Union dues paid by each employee during the relevant year on the Income Tax T4 slips.

Twice every calendar year the Employer shall provide to the

Secretary-Business Manager of the Union, a list of all employees in the bargaining unit, their job titles, and addresses and their telephone numbers known to the Employer. Such information shall be provided in an electronic format, such as Microsoft Excel, and will be provided securely in an agreed-upon fashion to memberupdates@heu.org. Implementation shall be six months following the signing of the Collective Agreement.

2.04 New Employee Orientation

New employees will be advised that a Collective Agreement is in place and be provided with the name of the shop steward.

The shop steward or designate and the new employee shall be given an opportunity to meet within regular working hours without loss of pay for up to fifteen (15) minutes during the first thirty (30) days of employment.

2.05 Shop Stewards

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

- (a) Shop Stewards may be appointed by the Union on the basis of a minimum three (3) Shop Stewards, and two (2) alternate Shop Stewards per worksites.
- (b) The Employer is to be kept advised of all Shop Steward appointments.
- (c) A Shop Steward or Union Committee member shall be permitted to represent an employee's interest without loss of pay when such meetings are scheduled during the Shop Steward's or Union Committee member's hours of work. The Shop Steward or Union Committee member shall obtain the permission of their immediate supervisor or designate prior to leaving their work duties to undertake their Union responsibilities. Such permission shall not be unreasonably withheld. The Shop Steward shall be granted leave without loss of pay and receive straight-time regular wages while attending meetings with the Employer.

2.06 Badges and Insignia

Employees are permitted to wear Union pins or Shop Steward badges.

2.07 Bulletin Boards

The Employer shall provide a bulletin board in each of the staff lunch rooms for the sole use of the union.

2.08 Notice of Union Representative Visits

The Union shall inform the Employer with as much advance notice as possible 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. Such visits shall not interrupt employees' work without obtaining permission of the Manager or designate.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 Direction of Workforce

Without limiting the generality of the foregoing, the management of the Employers business and the following rights are vested exclusively with the Employer:

- a) Plan, direct, control, maintain order and efficiency of the Employer's operations;
- b) Hire, promote, transfer, demote, recall, retire, increase or decrease the workforce;
- c) Manage, direct and assign work to the employees;
- d) Determine the work to be performed and completed;
- e) Evaluate workplace performance, including both job and personal performance to maintain the values of Employer;
- f) Discipline, suspend and terminate employees for just cause;
- g) Establish new and abolish existing job classifications; including the determination of the experience, skills, abilities, training, efficiency (including initiative), and qualifications required to perform the work;

- h) Establish, update and retire standards, policies and procedures;
- i) To contract work in accordance with Article 38;
- j) Determine the method of operation, the level of quality or work performance, the amount of supervision, the schedules of work, the rotation of shift, the hours and days of work, the number of employees required at any given time.

3.02 Management Excluded From Bargaining Unit Work

When possible, Management shall not perform work of the bargaining unit except for the purposes of training, quality control purposes, occasional rest periods and meal breaks, or in cases of emergency when employees covered by this Agreement are not available, and provided that the performing of such work does not reduce the hours of work of any employee scheduled to work.

ARTICLE 4 - NO STRIKES OR LOCKOUTS

4.01 The Union agrees that there shall be no strike, walkout or other interruption of work by any employees during the term of this Agreement. The Employer agrees there shall be no lockout during the term of this Agreement.

4.02 Legal Picket Line

Refusal to cross a legally established picket line shall not constitute cause for discipline or dismissal. An employee who refuses to cross a legally established picket line shall be considered to be absent without pay.

ARTICLE 5 - DISCUSSION OF DIFFERENCES

5.01 Union Committee

The Union shall appoint and maintain a committee comprising of two (2) persons plus two (2) alternates who are employees of the Employer, and the Secretary-Business Manager, or their representative, which shall be known as the Union Committee. The Union at all times shall keep the Employer informed of the

individual membership of the Committee.

5.02 Labour Management Meetings

The Union and the Employer are committed to a process of working together with the common goals of anticipating and resolving mutual problems. To this end, the parties shall, as occasion warrants, meet for the purpose of discussing and negotiating a speedy settlement of any grievance or dispute arising between the Employer and the employee(s).

Such meetings may be made at the request of either party and may discuss other issues relating to the workplace that includes but is not limited to:

- a) Reviewing matters related to the maintenance of good relations between the parties;
- b) Working collaboratively to correct situations which cause misunderstanding;
- c) Dealing with matters referred to in this Agreement.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.01 Grievance Investigations

Where an employee has asked to be represented by the Union in relation to the presentation of a grievance and a Shop Steward or Union Committee member wishes to discuss the grievance with that employee, the employee and the Shop Steward or Union Committee member shall be given reasonable time off without loss of pay for this purpose when the discussion takes place at the Employer's place of business.

An employee shall have the right to have a shop steward present during any disciplinary meeting with the Employer or where the Employer is investigating whether disciplinary action should be taken. Where possible, an employee will be given advance notice of a disciplinary meeting.

6.02 Right to Grieve Disciplinary Action

- (a) Disciplinary action grievable by the employee shall include written letters of discipline and/or suspensions.
- (b) An employee shall be given a copy of any document placed on the employees file which may be the basis of disciplinary action. Should an employee dispute such entry to the personnel file they are entitled to the grievance procedure and the eventual resolution thereof shall become part of the personnel file.
- (c) Any such disciplinary documents shall be removed from the employee's file, when requested, after the expiration of eighteen (18) months from the date it was issued.

6.03 Evaluation Reports

- a) A formal evaluation of an employee's performance will be carried out on a regular basis, the employee shall be provided with a copy to read and review. The employee will meet with their leader to set a plan for improvement where needed. Any plan commits both the leader and the employee to take the steps determined to enhance the performance of the employee.
- b) The form shall provide a signature place for the employee to agree or disagree with the evaluation. The employee shall sign in one of the places provided within four (4) calendar days of the evaluation.
- c) A copy shall be given to the employee. All performance reviews shall become part of the employee's permanent record.

6.04 Personnel File

An employee, or their designated Union representative, with the written authority of the employee, shall be entitled to review and copy any document in their personnel file. Access will be provided at Magnolia Gardens, in the presence of the GM or HR Partner, no later than seven (7) days after the receipt of a written request made by the employee.

6.05 Grievance Procedure

For the purpose 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.

If an employee has a grievance, their grievance shall be settled as follows:

STEP ONE:

The employee, with or without a Shop Steward, shall first discuss the grievance with their immediate supervisor or designate within seven (7) calendar days of the occurrence of the grievance. The decision of whether or not to be represented by the Union at this step shall be the employee's. If the grievance is not settled at this step, then:

STEP TWO:

The grievance shall be reduced to writing, signed by the employee and a Shop Steward, and shall be presented to the site manager by a Shop Steward, who shall discuss the grievance. Grievances of a general nature may be initiated by a member of the Union Committee in this step. Within seven (7) calendar days of receipt of the written grievance, the site manager shall give their written reply. If the grievance is not settled at this step, then:

STEP THREE:

The Union Committee and representatives appointed by the Employer shall meet within twenty-one (21) days or at another mutually agreed to time to discuss the grievance. At this step of the grievance procedure, each party shall provide to the other a statement of facts and copies of all relevant documents. The findings or decisions of the Employer shall be presented to the Union in writing within seven (7) calendar days of the meeting. If the grievance is not settled at this step, either party may refer the grievance to arbitration under Article 7 within thirty (30) days.

6.06 Termination/Suspension for Alleged Cause

Employees dismissed or suspended for alleged cause shall have the right within seven (7) calendar days after the date of dismissal or suspension to initiate a grievance at Step Three of the grievance procedure.

6.07 Time Limits

a) Mutual Agreement

The Time limits in both the grievance and arbitration procedures are binding, but may be extended by mutual agreement and shall be confirmed in writing.

b) Grievance Abandonment

If a grievance has not been initiated or advanced within the time period specified for any step of the grievance procedure and the time limit has not been extended by mutual agreement in writing, the grievance shall be deemed abandoned.

6.08 Investigator

(a) Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, such difference may be referred to an Industry Troubleshooter.

(b) It is agreed by both parties to use the following Industry Troubleshooters (or substitutes agreed to by the parties).

- Chris Sullivan
- Elaine Doyle
- Irene Holden
- Jacquie de Aguayo
- Rick Coleman

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.

- (c) At the request of either party, the Troubleshooter shall:
- i. investigate the difference;
 - ii. define the issue in the difference; and
 - iii. 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. Recommendations are without prejudice, shall have no precedential value and shall not be referred to in subsequent proceedings.
- (d) The parties will endeavour to reach an agreed to statement of facts prior to the hearing.
- (e) The parties shall jointly bear the cost of the Troubleshooter.

ARTICLE 7 - ARBITRATION

7.01 Composition of Board

Should the parties fail to settle any grievance, or dispute whatsoever, arising between the Employer and the Union, or the employees concerned, such difference, grievance or dispute, including any question as to whether any matter is arbitrable, but excluding renegotiation of the Agreement shall, at the instance of either party, be referred to the arbitration, determination and award of an Arbitration Board of one (1) member. Such Board shall be deemed to be a Board of Arbitration within the meaning of the *Labour Code* of British Columbia.

List of Arbitrators:

- Chris Sullivan
- Elaine Doyle

- Irene Holden
- Jacquie de Aguayo
- Rick Coleman

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

The decision of the said arbitrators made in writing in regard to any difference/s, shall be final and binding upon the Employer, the Union, and the employees concerned.

7.02 Authority of Arbitration Board

The Arbitration Board shall have the power to settle the terms of the question to be arbitrated. This includes where an Arbitration Board finds that an employee has been unjustly laid off, suspended or discharged. The Board may order their reinstatement with or without benefits or under such circumstances as they deem equitable in consideration of all the circumstances.

7.03 Employee Called as a Witness

The Employer shall grant leave without loss of Pay to an employee called as a witness for the Crown, Coroner, or Arbitration Board for a matter specifically of concern to Magnolia Gardens.

On application, the Arbitration Board may determine summarily the amount of time required for the attendance of any witness.

7.04 Expenses of Arbitration Board

Each party shall pay one-half (1/2) the fees and expenses of the Arbitration Board.

7.05 The Arbitration Board shall not be empowered to make any decision inconsistent with the provisions of this Agreement, or to modify or amend any portion of this Agreement.

7.06 Nothing in this Agreement shall preclude settlement of a

grievance by mutual agreement in any manner whatsoever.

7.07 Expedited Arbitration

- a) By mutual agreement, the Employer and the Union may proceed to expedited arbitration as an alternative to the aforementioned arbitration procedure.
- b) 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.
- c) As the process is intended to be informal, lawyers will not be used to represent either party.
- d) 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.
- e) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance.
- f) Where mediation fails, or is not appropriate, a decision shall be rendered by the arbitrator.
- g) The decision of the arbitrator will be emailed to the parties within three (3) working days of the hearing.
- h) All decisions of the arbitrators are to be 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.
- i) All settlements of expedited arbitration cases made prior to hearing shall be without prejudice.
- j) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- k) The expedited arbitrators, who shall act as sole arbitrators, shall be:
 - Chris Sullivan
 - Elaine Doyle
 - Irene Holden
 - Jacquie de Aguayo
 - Rick Coleman

In the event the parties cannot mutually agree to an arbitrator, the Chair of the Labour Relations Board of British Columbia

will be requested to appoint an arbitrator from the agreed list.

- l) The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article, excepting Article.
- m) It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration.

ARTICLE 8 - DEFINITION OF EMPLOYEE STATUS

8.01 Regular Full-Time Employees

A regular full-time employee is one who works full-time, on average of between 35-40 hours per week, on a regularly scheduled basis. Regular full-time employees will accumulate seniority based on regularly scheduled straight-time hours paid. Annual full-time hours range between 1,820-2,080 hours.

8.02 Regular Part-Time Employees

A regular part-time employee is one who works less than full-time on a regularly scheduled basis. Regular part-time employees will accumulate seniority based on all scheduled straight-time hours paid.

8.03 Casual Employees

- (a) A casual employee is one who is not regularly scheduled to work other than during periods that such employee shall relieve a regular full-time or regular part-time employee.
- (b) Casual employees accumulate seniority on straight-time hours worked.

8.04 Restriction of Employee Status

The status of all employees covered by this Agreement shall be defined under one of the preceding three definitions. If a dispute arises over the proper allocation of employee status, such dispute shall be resolved through Article 6, Grievance Procedure. In the event that it is determined that an employee has been improperly classified such employee shall be reclassified effective immediately and the Employer shall restore such benefits as may

be capable of being restored. In addition, such employee shall be paid the equivalent of the cost of any benefits that are not restored to which that employee would have been entitled if the employee had been properly classified.

ARTICLE 9 - PROBATION & QUALIFYING PERIODS

9.01 Probationary Period

Newly hired employees shall serve a probationary period of four-hundred-and-sixty-five (465) hours. By mutual agreement between the Employer and the Union, the Employer may extend the probationary period. During any probationary period, the employee may be terminated. The test for termination during probation shall be of suitability related but not limited to work performance including interpersonal relationships.

9.02 Qualifying Period

- (a) If an employee is promoted, voluntarily demoted, or transferred to a job, the classification for which the Union is the certified bargaining authority, then the promoted, voluntarily demoted, or transferred employee shall be considered a qualifying employee in their new job for a period of three (3) months.
- (b) In no instance during the qualifying period shall such an employee lose seniority or entitlements. However, if the qualifying employee, during the aforementioned three (3) month period is found unsatisfactory in the new position, then the qualifying employee shall be returned to their former job and pay rate before the promotion, voluntary demotion or transfer took place, without loss of seniority.
- (c) Any other employee hired, promoted, voluntarily demoted or transferred because of the rearrangement of jobs, shall be returned to their former job and pay rate without loss of seniority and accrued entitlements.
- (d) An employee in a qualifying period, who requests to be relieved from the new job shall return to their former job without loss of seniority or entitlements on the same basis as outlined in paragraph (b) of this section.

- (e) The test for suitability during a qualifying period will include, but is not limited to, work performance including satisfactory interpersonal relationships.
- (f) If the Employer or employee exercises their right as in (a) or (b) above, the Employer shall repost the position.

9.03 Completion of Probationary and Qualifying Periods

Upon completion of a probationary or qualifying period, the initial date of employment shall be the anniversary date of the employee for the purpose of determining entitlements and seniority.

ARTICLE 10 - JOB POSTING

10.01 Job Postings

The posting of a job will be required for vacancies or new positions of ninety (90) days or more, and shall be posted for a period of seven (7) calendar days on designated bulletin boards. The Employer may initiate external recruitment procedures at the same time as the internal posting of a position.

A change in starting or stopping times, shift schedules or scheduled days off will not constitute a vacancy where a job posting is required.

10.02 Information on Posting

All job postings shall indicate:

- a) the date of posting;
- b) the close date of the posting;
- c) title of job;
- d) rotation (number of days on/off);
- e) shift start / stop times;
- f) rate of pay;
- g) estimated start date;
- h) summary of the role, duties and responsibilities.

10.03 Job Applications

- (a) Internal applications must be received by the Employer during the seven (7) day posting period in order to be considered by the Employer.
- (b) The Employer may consider applicants from those employees who are absent from work for less than ninety (90) days due to sick, vacation, unpaid, union, compassionate or education leave and who have submitted a written expression of interest to apply for a specific job prior to their leave for any regular positions they are qualified for.

10.04 Awarding of Position

Internal candidates who possess the qualifications, skills, abilities, personality, temperament and seniority for the position will be considered prior to external applicants in respect to filling the position.

- (a) Unless mutually agreed between the Employer and the Union, regular employees who apply for temporary job postings, when they currently hold a position with the equivalent rate of pay and hours of work, will not be considered for such positions.
- (b) An employee working in a temporary position shall not be eligible to apply on postings for new temporary positions, unless:
 - i. The anticipated start date of the new temporary position begins after the anticipated end date of the temporary position that the employee is currently working; or
 - ii. The new temporary position would result in a change in FTE, basic rate of pay for the employee, or the new position exceeds 60 days beyond the current position end date.
- (c) A regular employee awarded a temporary position shall return to their former job and basic rate of pay without loss of seniority and accrued entitlements when the temporary position terminates.

The Employer shall, within three (3) business days, of the successful applicant being notified, inform all applicants of the

name of the successful applicant by posting the name of the successful applicant in the same manner in which the vacancy or new job was posted.

10.05 Applicants

The Employer shall supply to the Union the names of all applicants for a job posting in the course of a grievance investigation within seven (7) calendar days of a demand by the Union.

10.06 Copies of Postings

One (1) copy of all postings shall be given to the Chief Shop Steward within the aforementioned seven (7) calendar days upon request.

10.07 Recruitment

- (a) The Union recognizes the Employers right to initiate external recruitment procedures at the same time as the internal posting of the position.
- (b) Internal qualified applicants shall be considered prior to application from non-employees and given every consideration in respect to filling the position.

10.08 Temporary Promotion or Transfer

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

(a) Promotions

A regular employee promoted to a job with a higher wage rate structure shall receive in the new job the rate of pay that is commensurate with their length of service.

(b) Transfers

A regular employee transferred to a job with the same pay rate structure as their former job shall remain at the same rate of pay in the new job.

(c) Demotions

An employee requesting a voluntary demotion from a higher to a lower-rated job, and who is subsequently demoted to the lower-rated job, shall go to the increment step of the lower-rated job commensurate with their overall length of service.

**ARTICLE 11 - DISCIPLINE AND TERMINATION OF
EMPLOYMENT**

11.01 Notice of Dismissal or Suspension

Notice shall be in writing and shall set forth the reasons for dismissal or suspension. A copy shall be sent to the Secretary Business Manager of the Union or designate.

Employees who are terminated 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.

11.02 Employment Abandoned

An employee who fails to report for work and does not notify their manager within three (3) consecutive workdays, and who cannot give an acceptable reason for their absence, will be considered as having abandoned their position, and shall be deemed terminated.

11.03 Conflicting Employment with Employer

An employee who fails to report for a scheduled shift as a result of accepting a shift with another workplace may be subject to discipline, up to and including termination.

11.04 Re-employment after Voluntary Termination

Where an employee voluntarily leaves the Employer's service and is later re-hired, seniority and all entitlements shall date only from the time of re-employment, according to regulations applying to new employees.

ARTICLE 12 - SENIORITY

12.01 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 Statutory holiday's;
- b) Paid vacation;
- c) Leave while in receipt of wage-loss benefits under the *Workers' Compensation Act*;
- d) Paid sick leave; and
- e) Approved leaves under Articles 31.

12.02 Seniority Dates

Seniority will be recognized and will accrue as per Article 8 based on length of continuous service from their most recent date of hire with the Employer.

12.03 Promotion

In the promotion of employees, seniority shall be the determining factor where the required qualifications, skills, abilities, efficiencies, and initiative are relatively equal between two or more applicants.

12.04 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 terminated for just cause;
- c) Is on layoff for more than one (1) year;
- d) After layoff, fails to report to work within seven (7) calendar days after being recalled by registered letter addressed to the address last provided by the employee to the Employer, or within fourteen (14) calendar days if employed elsewhere and

- required to provide notice to the Employer;
e) Abandons employment.

12.05 Promotion, Transfer or Demotion

Where seniority rights are in dispute, and two (2) or more employees have the same amount of seniority, the matter will be determined by order of hire.

12.06 Seniority Lists

Seniority lists shall be reviewed and posted every six (6) months. Such seniority lists shall be subject to correction for error on proper representation by the Union, within one (1) month of the Union's receipt of the seniority lists. Upon request, the Employer agrees to make available to the Union the seniority of any employees covered by this agreement.

12.07 The Employer shall supply the Union with a seniority list by department in January and July of each year, showing employees' names alphabetically and their seniority hours and start dates. A copy of the list will be sent to the local Union representative, in an electronic format, such as Microsoft Excel, and will be provided securely in an agreed-upon fashion to memberupdates@heu.org. Up-to-date information of any interim seniority changes will be available to the Chief Shop Steward upon request.

ARTICLE 13 - JOB DESCRIPTIONS

13.01 Job Descriptions

- (a) Each employee shall be provided with a copy of a job description / role profile for their position.
- (b) Role profiles shall contain the job title, reporting structure, responsibilities of the role, general list of duties, qualifications and date prepared.
- (c) The Union shall be provided with an electronic copy for any position for which the Union is the certified bargaining agent.

13.02 New and Changed Positions

- (a) In the event the Employer establishes a new classification or position, the Union shall receive a copy of the job description and the propose wage rate.
- (b) If the Union does not object in writing within thirty (30) calendar days following such notification, the classification and wage rate shall become the agreed job description.
- (c) If the Union files written objection, the parties shall meet at Step Three of the grievance procedure and attempt to resolve the matter. If the issue is not resolved it may be dealt with through the grievance procedure.
- (d) If the wage of a new classification is adjusted by means of negotiation or otherwise, such adjustment shall be retroactive to the date the new or revised classification came into effect, unless otherwise negotiated.

ARTICLE 14 - SHIFT PREMIUMS

14.01 Shift Premiums

Employees working night shift shall be paid a shift differential of one-dollar-and-twenty-five cents (\$1.25) per hour for the entire shift worked. In this section “night shift” means any shift in which the major portion occurs between 11:00 p.m. (2300 hours) and 7:00 a.m. (0700 hours).

14.02 Exchanging Shifts

From time to time, employees may exchange shifts with the approval of the Employer, provided that, whenever possible, sufficient advance electronic notice is given and provided that there is no increase in cost to the Employer.

14.03 Responsibility Pay

When appointed by the Director of Care, one RN/LPN shall be responsible for the facility in the absence of management. The RN/LPN appointed shall receive four dollars (\$4) per hour for hours worked in this position.

ARTICLE 15 - TECHNOLOGICAL CHANGE

15.01 Notification of Change

- (a) As per Section 54 of the *Labour Relations Code*, where the Employer intends to introduce technological changes which affect the job security of employees, the Employer shall give no less than sixty (60) calendar days' notice in writing to the Union.
- (b) The Employer and the Union shall meet within twenty-one (21) days of the date of the notice.
- (c) If the Employer and the Union fail to reach agreement, the matter may be referred to Arbitration procedures of the Agreement.

ARTICLE 16 - REDUCTION IN WORK FORCE

16.01 Reduction in Hours

For any reduction in regularly scheduled hours of 20% or less, the regular employee may choose one of the following:

- a) Accept the reduction in hours;
- b) Accept the reduction in hours and be assigned available casual hours in order of seniority, provided no overtime costs are incurred;
- c) Resign from their position and take on a casual position.

16.02 Lay Off

A reduction of an employee's regularly scheduled hours of work per week of more than 20% shall be considered a layoff.

- a) The Employer shall give regular full-time and regular part-time employees the following written notice or pay in lieu of notice:
 - i. One (1) weeks' notice, or pay in lieu of notice, after three (3) months;
 - ii. Two (2) weeks' pay in lieu of notice, after twelve (12) months;
 - iii. Three (3) weeks' pay in lieu of notice, after three (3) years;
 - iv. plus an additional week of notice, or pay in lieu of notice for

each additional year of employment to a maximum of eight (8) weeks.

16.03 Bumping

It is agreed that in instances where a job is eliminated, or significantly changed, the following shall apply:

- (a) Employees shall be laid off in reverse order of seniority.
- (b) A laid-off employee may accept the layoff, or bump a less senior employee in that department, provided the employee possesses the qualifications, efficiency (including initiative), and ability to perform the job of the less senior employee.
- (c) The Employer shall supply to the employee and the Union designate a list of all employees that may be bumped by the employee.
- (d) Bumping rights must be exercised within five (5) days of notification of layoff and bumping options by providing written notice to the Employer. It is agreed that an employee cannot bump into a position which would constitute a promotion.
- (e) 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 three percent (3%) of their existing pay rate.
- (f) Employees on layoff shall be recalled in order of seniority subject to ability to do the work available. Employees will be notified of recall by registered mail or its equivalent and must report for work within seven (7) calendar days of receiving notification.

16.04 Notice of lay-off shall not apply to probationary employees or where the Employer can establish that the lay-off results from an emergency or act of God, fire or flood.

16.05 Laid off regular employees shall retain their seniority and entitlements accumulated up to the time of lay-off, for a period of one (1) year and shall be rehired, if the employee possesses the capability of performing the duties of the vacant job, on the basis of last-off – first-on.

Laid off employees failing to report for work of an ongoing nature within seven (7) days of the date of receipt of notification by registered mail shall be considered to have abandoned their right to re-employment. Employees required to give two (2) weeks' notice to another Employer shall be deemed to be in compliance with the seven (7) day provision.

16.06 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 given to the Local Union designate.

16.07 An employee who has been laid off and wishes to be recalled must ensure that the Employer has a current telephone number, address, and a personal email for purposes of recall. The Employer's only obligation on recall is to contact the employee at the last known address. Therefore, failure to provide correct, current information could jeopardize the employee's right to recall.

ARTICLE 17 - SCHEDULING PROVISIONS

- (a) The Employer shall arrange the times of all on-duty and off-duty shifts, including statutory holidays, and post these at least fourteen (14) calendar days in advance of their effective dates.
- (b) The Employer shall give advance notice of changes to schedules except in cases of emergency, circumstances beyond the Employer's control, or where the employee has agreed to the change.
- (c) There shall be a minimum of eight (8) consecutive hours off duty between the completion of one work shift and the commencement of the next.
- (d) When it is not possible to schedule eight (8) consecutive hours off-duty between work shifts, all hours by which such change-over falls short of eight (8) consecutive hours shall be paid at overtime rates in accordance with Article 19.
- (e) If a written request for a change in starting time is made by an employee which would not allow eight (8) consecutive hours off-duty between the completion of on work shift and the commencement of another, and such request is granted, then

the application of paragraphs c) and d) shall be waived for all employees affected by the granting of such a request.

- (f) Employees may exchange shifts with the prior approval of the Employer. Such exchange of shifts will not result in any overtime paid in accordance with Article 19.

ARTICLE 18 - HOURS OF WORK

18.01 Continuous Operation

The work week shall provide for continuous operation 24 hours, seven (7) days a week.

18.02 Hours of Work

- (a) The regular hours of work, exclusive of unpaid meal periods, are 7-8 hours/day or 35-40 hours/week.
- (b) Employees who are scheduled to be on-call during a meal period shall be paid for their lunch period at straight-time.
- (c) An employee shall not be required to work more than six (6) consecutive shifts, and shall receive two (2) consecutive days off, unless otherwise mutually agreed.

18.03 Rest and Meal Periods

(a) Rest Periods

An employee working a full shift shall receive one (1) fifteen (15) minute rest period. There will be no rest period for an employee working less than six (6) hours. For a shift of more than seven (7) hours, a second fifteen (15) minute rest period may be taken, as able, depending on workload requirements.

(b) Meal Periods

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

- (c) Rest periods and meal periods may be combined with Manager's approval.

ARTICLE 19 - OVERTIME

19.01

- (a) Employees requested, or required, to work in excess of eight (8) paid hours per day, exclusive of paid meal breaks, shall be paid the rate of time-and-one-half ($1\frac{1}{2}$ x) of their basic hourly rate of pay for the first three (3) hours of overtime and double-time (2x) thereafter.
- (b) Employees requested to work more than 40 hours a week, shall be paid the rate of time-and-one-half ($1\frac{1}{2}$ x) of their basic hourly rate of pay.

19.02 Employees requested to work on a scheduled day off shall not have the day off rescheduled. An employee who is required to work overtime shall be entitled to overtime compensation when the overtime worked is authorized in advance by the Manager or their Designate.

19.03 An employee who works two (2) hours or more overtime immediately before or following their scheduled hours of work shall receive a meal.

19.04 When an employee is requested to work overtime on a scheduled workday or on a scheduled day off the employee may decline to work such overtime except in cases of emergency. Only in cases of emergency may an employee be required to work overtime.

19.05 An employee required to work overtime shall be entitled to eight (8) clear hours between the end of the overtime work and the start of their regular shift.

ARTICLE 20 - CALL-BACK

Employees called back to work on their regular time off shall receive a minimum of two (2) hours' overtime pay at the applicable rate whether or not they actually commence work.

ARTICLE 21 - REPORTING PAY

21.01 Any employee, except those covered by Article 20, reporting for work at the call of the Employer, shall be guaranteed a minimum of:

- (a) Four (4) hours pay at the employee's classified straight-time rate of pay if the employee commences work; or
- (b) Two (2) hours pay at the employee's classified straight-time rate of pay if the employee does not commence work.

21.02 Weather Conditions Excepted

If an employee fails to report to work due to weather conditions, they will not be paid. If all other transportation services are not operational, no disciplinary action will be taken.

ARTICLE 22 - RELIEVING IN HIGHER AND LOWER-RATED POSITIONS

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

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

22.03 When an employee accepts voluntarily casual work hours at a higher or lower rated position, they will be paid the rate of the position.

ARTICLE 23 - TRANSPORTATION & UNIFORM ALLOWANCE

23.01 An employee shall not be required to use their own vehicle to conduct business of the Employer unless mutually agreed to between the Employer and the employee.

23.02 An employee who uses their vehicle to conduct business on behalf of and at the request of the Employer shall receive an allowance of sixty-one cents (\$0.61) per kilometer, plus related parking costs.

23.03 An employee who uses their vehicle on a regular basis to conduct business on behalf of and at the request of the Employer shall have their difference of the insurance premium for to and from work to business paid by the Employer.

23.04 The Employer shall not reimburse the employee for any fines incurred while operating their motor vehicle.

23.05 Uniforms supplied by the Employer will be maintained by the Employer.

23.06 Regular employees required to wear a specific style or uniform that is not supplied by the Employer may receive up to fifty dollars (\$50) per year. Employees must submit a receipt of purchase to the Manager, who will record and submit the request for reimbursement to the employee.

ARTICLE 24 - STATUTORY HOLIDAYS

24.01 Statutory Holidays

All employees who have worked at least fourteen (14) of the last thirty (30) days with the Employer will be entitled to statutory holiday pay on the following and such other holidays as may be in future enacted into the *Federal Holidays Act* or as a Statutory Holiday in the *BC Employment Standards Act*.

New Year's Day
Family Day
Good Friday
Easter Monday
Victoria Day
Canada Day
B.C. Day

Labour Day
National Day for Truth and
Reconciliation
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

24.02

- (a) All employees who are required to work on a statutory holiday shall be paid at the rate of time-and-one-half (1½ x) of their regular pay rate. Employees who are required to work Christmas day shall be paid at a rate of double-time (2x) of their regular pay rate.
- (b) Regular employees may bank the statutory holiday pay and take an additional lieu day off with pay.

24.03 When a regular employee chooses to bank their lieu days when they work on a statutory holiday the following shall apply:

- a) Lieu days arising from designated paid holidays shall be scheduled with the mutual agreement of the Employer, within sixty (60) days of the designated paid holiday, subject to operational requirements.
- b) An employee can bank up to four (4) lieu days.
- c) An employee may abut lieu days to scheduled vacation, if the vacation is scheduled within sixty (60) days of earning the lieu day.
- d) If not used, banked lieu days will be paid out after sixty (60) days.

Regular part-time employees who are not scheduled to work the statutory holiday and qualify for holiday pay will be paid out.

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

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

24.06 For the purposes of the holiday, the night shift is the first shift of the day. Statutory holiday rate pay begins at 00:01 of the statutory holiday worked, and ends at 24:00 hours of that same day.

24.07 Flex Days

In the first (1st) pay period following January 1st each year, regular employees who have successfully completed probation are allocated two (2) flex days at their normal shift schedule. For example, if the normal shift length is five (5) hours, you will receive two (2) days of five (5) hours off.

- a) Flex Days may be added to vacation.
- b) Flex Days will not be carried over into the next year.
- c) Unpaid leave will not be granted if you have Flex Day hours in your bank.
- d) Flex Days are not provided to anyone working less than half-time or 0.5 FTE.

An electronic “Time Away From Work” (TAFW) request must be submitted with as much advance notice as possible in order to schedule a replacement.

Casual employees who have successfully completed their probation, and who become a Regular part way through the year, the calculation of Flex Days will be prorated. A half (½) day of a normal shift schedule is earned for each full quarter (3 months) worked. For example, if you become a regular employee during the period January to March, you will earn 1.5 flex days of your normal shift schedule for the three remaining quarters of that year (from April to December).

ARTICLE 25 - VACATIONS

25.01 Vacation Entitlement

The Employer’s current practice with regards to the vacation year shall continue. Employees shall be credited and granted vacation with pay earned in respect to continuous service as follows:

- First two years of employment - 10 workdays, paid at four percent (4%) of gross earnings in the previous year.
- 3 to 5 years of employment - 15 workdays, paid at six percent

(6%) of gross earnings in the previous year.

- 6 to 9 years of employment - 20 workdays, paid at eight percent (8%) of gross earnings in the previous year.

25.02 Vacation Requests

- (a) All regular employees shall be required to submit their vacation requests in writing electronically and the Employer will respond in writing electronically which may include posting the approved vacation schedule on the bulletin board.
- (b) Employees who want to take vacation during the months of April 1 to September 30 must submit an electronic Time Away From Work (TAFW) written request no later than February 1 preceding the vacation request. The Employer will respond no later than February 15. Approvals of such requests shall be based upon seniority and subject to operational requirements.
- (c) Employees who want to take vacation during the months of October 1 to March 31 must submit an electronic Time Away From Work (TAFW) written request no later than August 1 preceding vacation. The Employer will respond no later than August 15. Approvals of such requests shall be based upon seniority and subject to operational requirements.
- (d) Approvals for vacation requests submitted outside of the times stated above shall be done on a first come first serve basis subject to operational requirements.
- (e) Employees who fail to schedule their vacation by September 30 of the year it was to be taken may have their remaining vacations scheduled by the Employer.
- (f) Vacation entitlement will not be paid out.

25.03 Vacations Carry Over

Employees shall be permitted to carry a maximum of five (5) vacation days from one year to the next. In exceptional circumstances more than five days' pay may be carried over subject to operational requirements and Employer approval. Employees who fail to schedule their vacation by September 30 of the year it was to be taken may have their remaining vacation scheduled by the Employer.

25.04 Vacation Entitlement upon Dismissal

Upon termination of employment, an employee shall be entitled to pay in lieu of remaining earned vacation corresponding to years of service as listed in Article 25.01.

25.05 Reinstatement of Vacation Days – Due to Sick Leave

In the event an employee is sick or injured prior to the commencement of their vacation, such employee shall be granted sick leave and the vacation days will be rescheduled at by mutual agreement between the Employer and the employee.

ARTICLE 26 - TRAINING

26.01 Purpose of Training

The Employer and the Union agree to promote, wherever possible, the training or retraining of employees to improve their job skills related to their employment. It is understood that the employees will be adequately trained to perform their work. Employees may be asked to confirm in writing that they have received training.

26.02 Paid Training

- (a) Employees will be granted leave with pay at straight-time for courses requested by the Employer. Fees will be paid by the Employer when due.
- (b) An employee, when directed by the Employer to attend compulsory training courses pertaining to the operation of the business, shall be paid in accordance with the provisions of the Agreement.

ARTICLE 27 - SICK LEAVE

- (a) All regular employees shall accrue sick leave credits at the rate of four percent (4%) of regular wages to a maximum of seventy-five (75) hours per year.

All regular employees who have had at least 90 days of

employment will be granted sick time off with pay, to a maximum of 75 hours per calendar year as long as the employee has sick time credits in their bank.

(Remaining sick leave credits will not expire and will be carried over to the following year)

- (b) The employee shall advise the Manager or designated person in charge as soon as possible of their inability to report to work, or need to leave work because of illness or injury, and the probable date of their return to work. A time away from work (TAFW) request must be submitted electronically prior to the employee being paid for sick leave.
- (c) Sick leave with pay is only payable because of sickness. Employees who are absent from duty may be required to prove sickness. Employees must maintain contact with the Employer and notify the Employer prior to their return to work.

ARTICLE 28 - BEREAVEMENT LEAVE

- (a) Bereavement leave of absence of three (3) days with pay shall be granted to a regular employee at the time of notification of death upon application to the Employer in the event of a death of a member of the employee's immediate family. This shall include parent (or alternatively step-parent), spouse, child, step-child, stillborn child, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, legal guardian, legal ward or another person living in the same residence as the employee, who is a member of the employee's family.
- (b) Such compassionate leave shall be granted to employees who are on other paid leaves of absence including sick leave and annual vacation. When compassionate leave of absence with pay is granted, any concurrent paid leave credits used shall be restored on proof to the Employer of the loss.
- (c) Compassionate leave of absence with pay shall not apply when an employee is on an unpaid leave of absence.
- (d) One (1) day of the above entitlement may be saved for the use

on the date of internment, including a funeral, wake, or celebration of life.

ARTICLE 29 - UNPAID LEAVE

29.01 Unpaid Leave

- (a) Employee requests for unpaid leave shall be submitted electronically to the Manager or their designate and may be granted at the sole discretion of the Employer.
- (b) For requests for leaves of less than a week, the request must be submitted at least fourteen (14) days in advance to minimize disruption to staff and the delivery of care and services.
- (c) Requests for extended unpaid personal leaves of absence of more than a week require at least 30 calendar days' notice for the Employer to consider.
- (d) Any employee who has been granted an unpaid leave of absence, and does not return to work within three (3) days of the approved return date, and cannot provide an explanation deemed adequate by the Employer, shall be considered to have abandoned their position.

29.02 Unpaid Leave - Union Business

- (a) Leave of absence without pay shall be granted upon request for the reasons set out below unless it would unduly interrupt the Employer's operations or result in additional wage costs:
 - 1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated, to a maximum of twenty-one (21) days per occurrence;
 - 2) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their general work area;
 - 3) members of the Provincial Executive of the Union shall be granted leave of absence to attend the regular meetings of such Executive;

- 4) for employees who are representatives of the Union on a Bargaining Committee.
- (b) Long term leave of absence without pay shall be granted to employees designated by the Union to transact Union business for periods of not less than twenty-one (21) days unless this would unduly interrupt the operation of the department. Such requests shall be made in writing sufficiently in advance to minimize disruption of the department. Employees granted such leave of absence shall retain all rights and privileges accumulated prior to obtaining such leave. Seniority shall continue to accumulate during such leave and shall apply to such provisions as annual vacations, increments and promotions.
- (e) When leave of absence without pay is granted pursuant to part (a) or (b), the leave shall be given with pay and the Union shall reimburse the Employer for salary and benefit costs, within sixty (60) days of receipt of the invoice. It is understood that employees granted leave of absence pursuant to this clause shall receive their current rate of pay while on leave of absence. The pay and benefits received by the employee and reimbursed by the Union under this article shall be based on the number of hours to which the Union indicates, in writing, the employee is entitled. In addition, the time taken as Union Leave under this article, shall count as time worked towards Statutory Holiday pay calculation as per Article 24.01.

This provision does not apply to employees on extended leaves of absence who are employed by the Union on a permanent full-time basis.

- (f) The Union shall provide the Employer with reasonable notice to minimize disruption of the operation and shall make every reasonable effort to give a minimum of fourteen (14) days' notice prior to the commencement of leave under (a) or (b) above. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.

29.03 Unpaid Leave Affecting Seniority and Benefits

- (a) Any employee enrolled in Magnolia Gardens extended health benefits plan and is granted an unpaid leave of absence may continue their extended health benefits if the employee agrees to pay their proportion of the premium for the first 30 days.
- (b) Any employee who continues on an unpaid leave for more than 30 days may continue their extended health benefits, by paying the full benefit premiums, for up to an additional three (3) months.
- (c) Any employee granted an unpaid leave of absence shall not accumulate seniority for the entirety of the leave, except for leaves listed in Article 30 and 31.

ARTICLE 30 - MATERNITY/PARENTAL/ADOPTION LEAVE

- (a) Maternity/Parental/Adoption Leave shall be granted in accordance with the *Employment Standards Act* of B.C.
- (b) Seniority will continue to accrue during these leaves.

ARTICLE 31 - OTHER LEAVES

31.01 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 level;
- 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 it may be amended from time to time. Any staff member who feels they might be eligible for any of the above levels should contact the Manager.

31.02 Jury Duty

As per Employment Standards employees who have been subpoenaed to serve as jurors or witnesses for the Crown, in any criminal legal proceeding provided such court action is not occasioned by the employee's private affairs, shall be granted unpaid leave.

ARTICLE 32 - PERSONAL AND EMPLOYER PROPERTY

32.01 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.

32.02 Upon submission of reasonable proof, the Employer will repair or indemnify with respect to clothing and personal property including eyeglasses of an employee incurred while the employee is on duty and caused by the actions of a resident.

ARTICLE 33 - EMPLOYEE HEALTH AND SAFETY

33.01 Vaccination and Immunization

- (a) The Employer is committed to a safe and healthy workplace for all employees and has implemented infection prevention and control policies and practices which employees are expected to follow.
- (b) Any employee, as a condition of employment, must show proof of vaccination and immunization and following that, agree to, at the Employer's expense, receiving annual, or as required, vaccinations where required by company policy and/or public health requirement.
- (c) Any employee refusing, without an approved medical waiver, to undergo medical examination or diagnostic testing as required by public health to receive annual or other vaccinations or immunizations where required by company policy and/or public health requirement, will be terminated.

33.02 Criminal Record Check

An employee shall, at the Employer's request and expense submit to a criminal record check. The Employer may terminate an employee should the criminal record check reveal a conviction(s) related to the employment of the employee for which application has been made or where the conviction(s) is contrary to a bona fide occupational requirement.

ARTICLE 34 - OCCUPATIONAL HEALTH AND SAFETY

34.01 Occupational Health and Safety Committee

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

- (a) The parties agree that a Joint Occupational Health and Safety Committee will be established. The Committee shall govern itself in accordance with the provisions of the Industrial Health and Safety Regulations made pursuant to the WorkSafe BC. The Committee shall have equal representation with each party appointing its own representatives.

In addition to persons appointed by the parties, either party may involve other employees of the facility who are neither members of the Bargaining Unit or Management, provided such is done by mutual agreement.

- (b) The employee member(s) of the Committee shall be granted leave without loss of pay or receive straight-time regular wages while attending meetings of the joint committee. The member(s) of the Committee shall be granted leave without loss of pay or receive straight-time regular wages to participate in workplace inspections and accident investigations at the request of the Committee pursuant to the WCB Industrial Health and Safety Regulations. Every effort will be made to schedule committee meetings, workplace inspections and accident investigations during the committee members'

scheduled working hours.

- (c) The Occupational Health and Safety Committee shall have as part of its mandate the jurisdiction to receive complaints or concerns regarding workload problems, which are safety-related, including but not limited to working alone and/or in isolation, the right to investigate such complaints, the right to define the problem and the right to make recommendations for a solution to the Employer.

34.02 Training and Orientation

- (a) The Employer will provide orientation or in-service which is necessary for the safe performance of work, the safe use of equipment, safe techniques for lifting and physically supporting residents and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes.
- (b) In-service and instruction in caring for aggressive residents will be made available to employees. The Employer will share information to all employees who care for, or interact with, residents who have a history of aggressive behavior. The information will include specific instructions on the approach to take when providing care to the aggressive resident. Employees who encounter an unsafe or aggressive resident are encouraged to seek assistance from their supervisor or other available staff, in accordance with established procedures.

34.03

(a) WorkSafe BC

Employees who are absent from work and receiving benefits from WorkSafe BC shall be considered as being at work and shall receive benefits as if they were working, provided they pay their share of the premium costs, up to a maximum of seventeen (17) weeks.

(b) Employee to Contact Employer

Employees who are absent from work due to WorkSafe BC

related 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.

(c) Return to Work Following Illness or Injury

Prior to returning to work, employees who have been absent from work and in receipt of WorkSafe BC wage-loss replacement benefits may be required to produce a medical certificate certifying that they have fully recovered from the compensable injury and are able to perform the full scope of their duties.

34.04 Workload

An employee who believes their workload is unsafe shall discuss the issue with their immediate supervisor. Employees may refer safety-related workload concerns to the Occupational Health and Safety Committee for investigation in accordance with 34.01(c).

34.05 Reporting Unsafe Conditions and Refusal of Unsafe Work

The BC Occupational Health & Safety (OH&S) Regulation requires that whenever a person observes what appears to be an unsafe or harmful condition or act, the person must report it as soon as possible to a supervisor or to the Employer, and the person receiving the report must investigate the reported unsafe condition or act and must ensure that any necessary corrective action is taken without delay.

Where a worker does so in compliance with the OH&S Regulation, they shall not be subject to disciplinary action.

ARTICLE 35 - HEALTH CARE PLANS

Eligibility to participate in the Health Care Plans set out below is for regular employees who work more than an average of fifty (50) hours per pay period and have successfully completed their probationary period.

Participation in the following Health Care Plans is a condition of employment unless the employee is participating in another comparable plan. The Employer cannot guarantee coverage to an employee under any of the following plans and can only commit to making the plans available to eligible employees. Please refer to eligibility provisions in the benefits booklet. The Plans currently in place shall remain for the duration of this Agreement.

Employees who have completed their probationary period as per Article 9, are eligible for the Health Care Plans once they have posted into a regular position that is eligible for benefits. The benefits will commence the 1st of the month following the date of change, provided the employee submits all required documents within the required timeframe.

Dental and Extended Health Plan

Eligibility is for regular employees who work more than an average of fifty (50) hours per pay period and have successfully completed their probationary period. Participation is a condition of employment unless the employee is covered by another plan. The plans currently in place shall remain for the duration of this Agreement.

(a) Eligible employees shall be provided with:

- A dental plan
- An extended health care plan

(b) The dental plan and extended health care plan shall cover employees, their spouses and dependent children provided they are not enrolled in another comparable plan.

An employee who divorces or legally separates from their spouse must inform the Employer in writing when their spouse is covered under this plan in order to remove the spouse from coverage. Failure to do so will result in the employee bearing the cost of such coverage.

(c) Eligible employees will be subject to limits under the calendar year and annual deductions set out for Dental and Extended care plans.

(d) The Employer pays eighty percent (80%) of the coverage.

Dental coverage to include checkups once in any period of six (6) months for eligible employees and dependents to a maximum of twice per year.

Extended Health Care plan to include vision care coverage at two-hundred-and-seventy-five dollars (\$275) per 24 months and in addition, one eye exam every 24 months, to a maximum of one-hundred dollars (\$100).

Paramedical coverage maximums will be fifty dollars (\$50) per visit, per practitioner, in accordance with plan terms and conditions.

(e) Where an employee is absent from work for more than one (1) month unpaid leave, the employee shall be responsible to pay 100% of the monthly premium, in advance, to a maximum of three (3) months.

Group Life Insurance

Eligibility is for regular employees who work more than an average of fifty (50) hours per pay period and have successfully completed their probationary period. Participation is a condition of employment unless the employee is covered by another plan. The plan currently in place shall remain for the duration of this Agreement.

- (a) Eligible employees shall be entitled to a group life insurance.
- (b) The Employer shall pay for one-hundred percent (100%) of the coverage.
- (c) Where an employee is absent from work for more than one (1) month unpaid leave, the employee shall be responsible to pay 100% of the monthly premium, in advance.

ARTICLE 36 - PAY DAYS

- (a) Employees shall be paid on every second Friday.
- (b) Employees will be paid through direct deposit to a bank account, trust account, or credit union of their choice on or before the appropriate payday.
- (c) The statements given to employees with their pay cheques shall include the designation of statutory holidays paid, the listing of all adjustments including overtime and hourly rate, the cumulative amount of sick time earned the designation of sick leave and vacation paid, and an itemization of all deductions.

ARTICLE 37 - VOLUNTEERS

The Union understands and agrees that volunteers play an important and integral role within the facility and that volunteers are an important link to the broader community. Any volunteers used shall be supernumerary to established positions in the Bargaining Unit and will not result in the layoff of Bargaining Unit employees; nor will volunteers be used to fill established positions within the Bargaining Unit.

ARTICLE 38 - CONTRACTING OUT

38.01 No Layoff of Employees

The Employer agrees not to contract out any of the Employer's work presently performed by employees covered by this Agreement which would result in the laying off of such employees.

38.02 Exceptions

The Employer has the right to contract for services when:

- (a) the Employer does not have the equipment or facilities necessary to provide the required service; or
- (b) the Employer does not have employees who perform such work or are qualified in such work; or if the work poses a significant health and safety risk for existing employees, or
- (c) an emergency occurs.

ARTICLE 39 - PRINTING OF THE AGREEMENT

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and their obligations under it. For the term of this Collective Agreement, the Union shall print sufficient copies of the Agreement and the costs shall be shared equally between the parties.

In this Agreement including the printed form thereof, titles shall be descriptive only and shall form no part of the interpretation of the Agreement by the parties or an Arbitration Board.

ARTICLE 40 - SAVINGS CLAUSE

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

- (a) The remaining provisions of 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 negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered.
- (c) If a mutual agreement cannot be struck as provided in (b) above, the matter shall be arbitrated pursuant to Article 7 of the Collective Agreement.

ARTICLE 41 - EFFECTIVE AND TERMINATING DATES

41.01 Effective and Terminating Dates

- (a) The Agreement shall be effective from September 15, 2022 and shall remain in force and be binding upon the parties until August 31, 2025, and thereafter until a new Collective Agreement has been reached.
- (b) The Employer agrees that the terms and conditions set out in the Collective Agreement between the Union and the Employer shall remain in force and effect until a new Collective

Agreement comes into effect.

41.02 Effective Date of Wages and Benefits

All non-compensatory provisions, wages and benefits shall be effective from Date of Ratification unless otherwise specified in this Collective Agreement.

ARTICLE 42 - CASUAL ENTITLEMENT AND CALL IN PROCEDURE

42.01 Casual Work

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

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

42.02 Casual Postings

Where the Employer is aware that the position that is being filled by a casual employee will be in excess of ninety (90) days, the position shall be posted and filled pursuant to Article 12 (Seniority).

42.03 Part-Time Employees Working Casual

Part-time employees may also register for casual work provided there are no overtime costs.

42.04 Casual Call In

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

42.05 Seniority List

A master casual employee seniority list shall be revised and updated every three (3) months as of the last date of the payroll period immediately prior to January 1, April 1, July 1 and October 1 in each year (the “adjustment” dates). The seniority of each employee shall be entered in the registry in descending order of the most hours worked to the least. Casual employees while on probation will be added to the registry or registries in the order that they are hired.

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

Within two weeks of each adjustment date the Employer shall send to the Chief Shop Steward a revised copy of the casual seniority lists. Such information shall be provided in an electronic format, such as Microsoft Excel, and will be provided securely in an agreed-upon fashion to memberupdates@heu.org.

42.06 Call In Procedure

- (a) All calls shall be recorded in a manual or electronic log book which shall show the shift(s) available, the name of the employee called, the time that the call was made, the position to be filled, whether the employee accepts or declines the invitation to work or fails to respond, and the signature of person who made the call.
- (b) In the event of a dispute the Union shall have reasonable access to these records and be entitled to make a photocopy of it at a mutually agreeable time.
- (c) The employee must notify the Employer which preferred method they choose to be contacted with for call in procedures (i.e. text, phone call) for first call-outs and secondary call-outs.

42.07 Regular employees may transfer to casual status provided that the Employer requires additional casual employees.

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

- Article 15 – Technological Change
- Article 16 – Reduction of the Workforce
- Article 17 – Scheduling Provisions
- Article 24 – Statutory Holidays (24.03; 24.04; 24.05; 24.07)
- Article 25 – Vacations
- Article 26.03 – Training
- Article 27 – Sick Leave
- Article 28 – Bereavement Leave Pay
- Article 29 – Unpaid Leave
- Article 30 – Maternity/Parental/Adoption Leave (30b)
- Article 35 – Health Care Plans
- Article 38 – Contracting Out

42.09 Vacation Entitlement

Casual employees shall receive 4% of their straight-time pay in lieu of scheduled vacations. Casual employees cannot qualify for a higher rate under another clause in this agreement. After 5 years, casual employees shall receive 6% of straight-time pay in lieu of scheduled vacations.

42.10 Casual Availability

- (a) All employees registered to work as casuals must provide their availability, electronically in DayForce, one calendar month in advance. Failure to provide availability may result in not being contacted for a vacancy.
- (b) A casual employee who refuses work opportunities on three (3) occasions in a thirty (30) day period where they have indicated availability may have their employment terminated.
- (c) Part-time employees who have provided their casual availability as required in Article 42.10 (a), and who refuse work opportunities on three (3) occasions in a thirty (30) day period, will be removed from the casual call in list.

42.11 Casual Probation

Except for regular employees who transfer to casual status, casual employees shall serve a probationary period of four-hundred-and-sixty-five (465) hours. During the said probationary period casual employees may be terminated for unsatisfactory service.

42.12 Casual employees who work on a statutory holiday, as referenced in Article 24.01, shall receive pay in accordance to Article 24.02 rates of pay for hours worked on that day.

Casual employee who work the statutory holiday and who have worked 14 of the last 30 days for the Employer, shall receive an additional average day's holiday pay.

42.13 Casual employees shall receive sick pay in accordance with the *BC Employment Standards Act*.

42.14 After a casual employee, who is in a temporary rotation, has held the position for a period of six (6) months, and has completed their probationary period, shall be entitled to the Health Care plans, as per Article 35. Benefits will fully cease when the temporary rotation ends.

ARTICLE 43 - REGISTERED RETIREMENT SAVINGS PLAN (RRSP)

- (a) Regular employees who have completed their probationary period shall have the option of enrolling in the Registered Retirement Savings Plan (RRSP). Participation in the plan is voluntary. The employee may opt into the plan at any time during the year.
- (b) Employee contributions to the Plan, through payroll deduction, will be a minimum of twenty-five dollars (\$25) per pay period.
- (c) Employees may opt in or out of the plan, or increase or decrease their contribution levels, as noted in (b) above.
- (d) Employees who actively contribute to the RRSP for a full

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calendar year (January – December inclusive), shall have an Employer paid contribution to their plan of \$150 in January of the following year for the duration of the Agreement.

- (e) In order to ensure employees can contribute for a full calendar year, any new enrolments must be received by the Employer by November 30 of each year.
- (f) The Employer will ensure that all new employees are informed of the options available to them under the group RRSP.

WAGE SCHEDULES

Appendix A

Grid	Job Category	Progression Scale	** Current Rate without Wage Leveling
1	** Administrative Assistant	Start	\$22.73
		After 465 hours	\$24.71
		18 months	-
2	** Housekeeping (Care)	Start	\$18.11
		After 465 hours	\$18.71
		18 months	\$19.32
3	** Recreation Assistant (Care)	Start	\$19.92
		After 465 hours	\$20.77
		18 months	-
4	** Registered Nurse / Registered Psychiatric Nurse	Start	\$35.61
		After 465 hours	\$36.83
		18 months	\$38.59
5	** Resident Care Attendant	Start	\$21.30
		After 465 hours	\$22.20
		18 months	\$22.80
6	** Dining Room Server (Care)	Start	\$18.52
		After 465 hours	\$19.11
		18 months	\$19.71
7	Licensed Practical Nurse (LPN)	Start	\$26.56
		After 465 hours	\$27.76
		18 months	\$28.67

General wage increases applied to classifications not subject to wage levelling increases.

** If wage levelling ceases, any future wage increases shall be on their current wage rate.

Appendix B

Grid	Job Category	Progression Scale	Current Rate	Jan 1, 2023	Sep 1, 2023	Sep 1, 2024
				2%	1.75%	3.5%
1	* Cook Helper	Start	\$18.27	\$18.64	\$18.96	\$19.63
		After 465 hours	\$18.88	\$19.26	\$19.59	\$20.28
		18 months	\$19.52	\$19.91	\$20.26	\$20.97
2	* Cook	Start	\$20.88	\$21.30	\$21.67	\$22.43
		After 465 hours	\$22.13	\$22.57	\$22.97	\$23.77
		18 months	\$22.77	\$23.23	\$23.63	\$24.46
3	* Dishwasher	Start	\$17.63	\$17.98	\$18.30	\$18.94
		After 465 hours	\$18.26	\$18.63	\$18.95	\$19.61
		18 months	\$18.88	\$19.26	\$19.59	\$20.28
4	* Housekeeping - IL	Start	\$18.26	\$18.63	\$18.95	\$19.61
		After 465 hours	\$18.88	\$19.26	\$19.59	\$20.28
		18 months	\$19.52	\$19.91	\$20.26	\$20.97
5(a)	* Recreation Assistant - IL (No Class 4)	Start	\$22.30	\$22.75	\$23.14	\$23.95
		After 465 hours	\$22.80	\$23.26	\$23.66	\$24.49
		18 months	-	-	-	-
5(b)	* Recreation Assistant - IL (With Class 4) Effective July 2022	Start	\$22.30	\$22.75	\$23.14	\$23.95
		After 465 hours	\$23.50	\$23.97	\$24.39	\$25.24
		18 months	-	-	-	-
6	* Receptionist	Start	\$19.52	\$19.91	\$20.26	\$20.97
		After 465 hours	\$20.15	\$20.55	\$20.91	\$21.64
		18 months	\$20.67	\$21.08	\$21.45	\$22.20

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Grid	Job Category	Progression Scale	Current Rate	Jan 1, 2023	Sep 1, 2023	Sep 1, 2024
				2%	1.75%	3.5%
7	* Server Dining Room - IL	Start	\$18.27	\$18.64	\$18.96	\$19.63
		After 465 hours	\$18.88	\$19.26	\$19.59	\$20.28
		18 months	\$19.52	\$19.91	\$20.26	\$20.97

* Wages shall be retroactive to January 1st, 2023.

MEMORANDUM OF AGREEMENT #1

BETWEEN

**BRIA COMMUNITIES LIMITED PARTNERSHIP
DBA
MAGNOLIA GARDENS**

AND

HOSPITAL EMPLOYEES' UNION

Re: Rates of Pay

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

The parties further agree that should the government, prior to the Collective Agreement expiring, terminate the wage levelling rates for employees covered by the FBA and BCNU master agreement wage rates; the parties will re-open the Collective Agreement to discuss wage rates.

The parties agree that this will commence within 60 days of any government announcement that would end wage levelling.

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

If during the life of this Collective Agreement any eligible employees wage falls below the current applicable Master Collective Agreement wage rates, the Employer will have those employees brought in under wage levelling at that time.

Should the parties fail to agree, it would be referred to a binding

**Bria Communities Limited Partnership (Magnolia Gardens) /
Hospital Employees' Union – Sep 15, 2022 to Aug 31, 2025**

process.

**SIGNED ON BEHALF OF
THE UNION:**



Maria Rodriguez
Negotiator

January 30, 2024

Dated

**SIGNED ON BEHALF OF
THE EMPLOYER:**



Tanya Snow
Director, Bria Communities

2024-01-16

Dated

**SIGNATURES FOR THE
UNION:**



Bill Pegler
Coordinator of Private Sector
& Special Projects



Janine Brooker
Director – Private Sector
Bargaining



Maria Rodriguez
Negotiator



Alisha Walsh
Bargaining Committee



Justine Nicholls
Bargaining Committee



Nykita Williams
Bargaining Committee

Dec 28 / 23
Date Signed

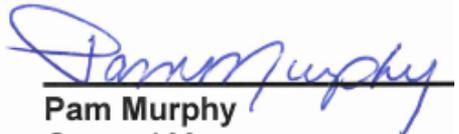
**SIGNATURES FOR THE
EMPLOYER:**



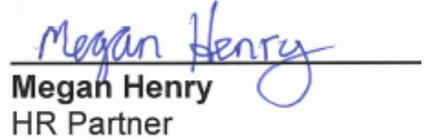
Tanya Snow
Director, Bria Communities



Miro Armeen
Director, Human Resources



Pam Murphy
General Manager



Megan Henry
HR Partner

2024-01-16
Date Signed