

RATIFICATION DOCUMENT

Between

HCN-REVERA LESSEE (FLEETWOOD VILLA) LP

and the

**B.C. GOVERNMENT AND SERVICE
EMPLOYEES' UNION (BCGEU)**

Proposals that are Administrative

Language to be Gender Neutral:

The Union proposes the collective agreement be amended to include only gender-neutral language. Any such change shall not change the meaning or interpretation of language.

Examples of changes:

- His/hers → they/them
- Maternity leave → Pregnancy leave
- Mother/father → Parent

Consequential amendment:

1.5 Use of ~~Feminine and Singular~~ Terms

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

Incorporate BCGEU Formatting Standards:

The Union proposes that upon reaching a tentative agreement the BCGEU shall draft an amended copy of the agreement updated with the latest formatting standards. Any such change shall not change the meaning or interpretation of language. The Union shall provide the Employer with a draft copy identifying formatting changes and the Employer shall have a veto on any such change.

ARTICLE 14 – HOURS OF WORK

14.8 Shift Differential

Upon ratification, night shift differential premium of 75¢ per hour, for all hours worked between 23:00 hours and 07:00 hours. The shift differential premium is not used to compute hourly overtime rates.

Effective January 1, 2022:

(a) An evening shift differential of \$0.75 per hour will apply for all hours worked where the majority of the shift is worked between 15:00 and 23:00.

(b) A night shift differential of \$1.00 per hour will apply for all hours worked where the majority of the shift is worked between 23:00 and 07:00.

(c) A weekend shift differential of \$0.75 per hour will apply for all hours worked where the majority of the shift is worked between 07:00 and 15:00 Saturday and 07:00 to 15:00 Sunday.

(d) The shift differential premium is not used to compute hourly overtime rates. There will be no pyramiding/stacking of premiums. Shift differentials/premiums are not used to compute hourly overtime rates.

ARTICLE 17 - PAID HOLIDAYS**17.4 Absences on a Shifts on a Paid Holiday**

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

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

17.6 Holiday Pay for Full-Time Employees

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

- (a) one and one-half times the regular rate of pay for hours worked on that day, plus
- (b) another day off with pay.
- (c) The day off with pay outlined in (b) above shall be taken within six (6) months of the holiday at a mutually agreeable time between the employee and the Employer.
- (d) Failing mutual agreement, subsequent to (c) above, the lieu day will be paid out no later than six (6) months after the holiday.

Note: Employees will have until December 31, 2021 to use stat holiday lieu days currently in their banks. If the pre-ratification lieu days are not used by December 31, 2021, they will automatically be paid out.

Stat holidays accumulated after ratification will be used according to (c) and (d) above.

ARTICLE 20 - SICK LEAVE**20.1 Sick Leave Entitlement**

(a) Pay for sick leave is for the sole and only purpose of protecting employees against loss of income arising from personal illness or injury and will be granted to all regular employees on the following basis;

(1) Full-time employees who have completed the probationary period shall be credited with 15 hours of sick leave and shall then accumulate sick leave credits at the rate of five hours per month of service to a maximum of 52.5 hours. Providing credits are available, employees will be eligible to claim 100% of scheduled lost time due to personal illness.

(2) Part-time employees regularly scheduled to work 20 hours or more per week and who have completed the probationary period shall be credited with 11¼ hours of sick leave and shall then accumulate sick leave credits at the rate of 3% of hours worked per month to a maximum of 52.5 hours. Providing credits are available, employees will be eligible to claim 100% of scheduled lost time due to personal illness.

(3) Part-time employees regularly scheduled to work less than 20 hours per week and who have completed the probationary period shall be credited with 11¼ hours of sick leave and shall then accumulate sick leave credits at the rate of 3% of hours worked per month to a maximum of

22.5 150 hours. Providing credits are available, employees will be eligible to claim 100% of scheduled lost time due to personal illness.

(4) The Employer shall advise employees of their accumulated sick leave credits in January of each year.

(5) Where specialist medical appointments cannot be scheduled outside the employee's working hours, sick leave with pay shall be granted from the accumulated sick leave credits, provided credits are available. The Employer may require an employee to substantiate a claim for sick leave benefits.

Note: The Union acknowledges that the total maximum amount of sick leave hours accrued and available to employees shall not exceed 52.5 hours per year.

ARTICLE 21 - LEAVES OF ABSENCE

21.3 Bereavement Leave

When a death occurs in an employee's immediate family (which shall include spouse, parent, daughter, son, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister in law, grandparent, or grandchild, or any relative permanently residing in the employee's household), **or the employee loses a pregnancy**, regular employees will be eligible for leave up to a maximum of five consecutive calendar days from the date of death. If any of these days fall on previously scheduled working days, the employee will receive regular pay for their scheduled hours for up to three days.

ARTICLE 22 – MATERNITY, ~~ADOPTION~~ AND PARENTAL LEAVE

22.1 Maternity, Adoption and Parental Leave

(a) The employee shall normally provide the Employer with **at least four weeks'** ~~one month's~~ written notice in advance of the intended commencement and completion dates of the leave. In the case of pregnancy, the employee shall provide the Employer with a medical doctor's certificate of the estimated date of delivery.

(b) An employee who is pregnant, or who adopts a child, is entitled to 17 consecutive weeks of unpaid leave.

(c) **Employees can take up to six consecutive weeks of unpaid leave starting on the date the pregnancy ends. The Employer may request a note from a doctor or nurse practitioner that confirms when the pregnancy ended.**

~~(c)~~ **(d)** Where an employee intends to return to work sooner, or later, than the original completion date, the employee shall give the Employer at least four weeks written notice in advance.

~~(d)~~ **(e)** The birth mother may take unpaid parental leave up to **61** ~~35~~ consecutive weeks beginning immediately following the conclusion of maternity leave.

~~(e)~~ **(f)** The birth father or an adoptive parent may take unpaid parental leave of up to **62** ~~37~~ consecutive weeks beginning after the child's birth or placement of the adoptive child and **beginning** within **78** ~~52~~ weeks **of a baby being born or a child being placed.**

~~(f)~~ **(g)** If the child has a physical, psychological or emotional condition parental leave can be extended by up to an additional 5 consecutive weeks of unpaid leave, beginning immediately after the leave taken in (e) or (f) above. The employee may be asked for a certificate from a doctor or nurse practitioner as proof of the requirement for additional leave.

~~(g)~~ **(h)** Where both parents are employees of the Employer, they shall each qualify for up to 37 weeks of parental leave.

Consequential amendment to re-number remainder of article.

ARTICLE 26 - BENEFITS PLANS

26.2 Full-Time Regular Employees

(a) For full-time regular employees, the Employer agrees to pay 75% of the premium costs for the Life Insurance and Accidental Death and Dismemberment Plan which provides coverage at two times annual insurable earnings of those employees under age 65 and one times the annual insurable earning of those employees beyond the age of 65 and under the age of 70. Employees shall reduce to one times coverage on the date the employee attains age 65.

(b) For full-time regular employees under the age of 65, the Employer agrees to pay 75% of the premium costs of the Long-Term Disability Plan.

(c) For full-time regular employees, the Employer agrees to pay 75% of the premium costs of the Extended Health Benefits Plan, including a vision plan.

(d) For full-time regular employees, the Employer agrees to pay 75% of the premium costs of the Dental Plan.

(e) For full-time regular employees, the Employer agrees to pay 100% of the premium costs of the British Columbia Medical Services Plan (MSP). **The parties recognize that MSP premiums ceased on Jan. 1, 2020.**

26.3 Part-Time Regular Employees

(a) Part-time regular employees regularly scheduled to work 20 hours or more per week may choose to participate in either the British Columbia Medical Services Plan or the Extended Health Benefits Plan.

(b) For part-time regular employees regularly scheduled to work 20 hours or more per week, who choose the British Columbia Medical Services Plan, the Employer agrees to pay 100% of the premiums for the Plan. **The parties recognize that MSP premiums ceased on Jan. 1, 2020.**

(c) For part-time regular employees regularly scheduled to work 20 hours or more per week, who choose the Extended Health Benefits Plan, the Employer agrees to pay 50% of the premium costs of the Life Insurance and Accidental Death and Dismemberment Plan which provides \$15,000 coverage to part-time regular employees under age 65 and \$7,500 coverage to part-time regular employees age 65 or over and under the age of 70.

(d) For part-time regular employees regularly scheduled to work 20 hours or more per week, who choose the Extended Health Benefits Plan, the Employer agrees to pay 50% of the premium costs of the Extended Health Benefits Plan, including a vision plan.

(e) For part-time regular employees regularly scheduled to work 20 hours or more per week, who choose the Extended Health Benefits Plan, the Employer agrees to pay 50% of the premium costs of the Dental Plan.

TERM OF AGREEMENT

The parties agree on a 2.5-year term from July 1, 2019 to December 31, 2021.

APPENDIX 3 Classification and Wage Grid

The parties agree to 0% increase to expired collective agreement rates and no pre-December 31, 2021 retroactivity of salaries in next round of bargaining (beginning Jan. 1, 2022).

The parties agree to a ratification payment of 2.5% of each employee's wages for all hours worked in the 12-month period immediately preceding the effective date of wage-levelling, aligned to the closest pay periods.

The ratification payment will apply to employees who were employed on the date of ratification and who were employed as of May 15, 2020 to be paid within 4 pay periods of the date of ratification.

APPENDIX 5 Life/EHC/MSP/Dental and AD&D Benefit Details

Amend to include:

- Drug card
- Mandatory generic substitution unless indicated in writing by a physician "no substitutions".
- Delete all effective dated language
- Correct error in 5. (e) Dental lifetime max to \$1,500 as per Article 26.5 (Dental Plan Design).