

MEMORANDUM OF SETTLEMENT

between

S & R NURSING HOMES LTD. (WESTMOUNT GARDENS)

(hereinafter called the "Employer")

AND

**HEALTHCARE, OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 2220,
UBCJA**


(hereinafter called the "Union")

1. The parties herein agree to the terms of this memorandum as constituting full settlement of all matters in dispute.
2. The undersigned representatives of the parties do hereby agree to recommend complete acceptance of all the terms of this memorandum to their respective principals.
3. The parties herein agree that the term of the collective agreement shall be from April 1, 2022 to March 31, 2024.
4. The following amendments attached to this Memorandum are incorporated into the renewal agreement.


Signed at ELECTRONICALLY on JUNE 28 , 2023.

EMPLOYER:


UNION:




 Scott Mumberson (Jun 28, 2023 16:05 EDT)




 Kim Van Dam (Jul 4, 2023 10:39 EDT)




 kim Boyle (Jul 4, 2023 10:20 EDT)



 Paula Randazzo (Jul 7, 2023 19:40 EDT)



 Stacey H (Jun 28, 2023 16:31 EDT)



 Miranda Howard (Jun 28, 2023 16:06 EDT)

Housekeeping – During the drafting of the Collective Agreement the parties will modify the collective agreement to reflect a gender neutral intent. Any dispute that arises will be brought back to the bargaining committees of the parties for resolution.

5.07 A steward shall be given up to **twenty (20) minutes** off, without loss of wages, to greet a new employee in her department and to discuss union membership with that employee.

11.04 “...grandchildren (**including great grandchildren**), ...”

12.05 *Overtime shall be paid for all hours worked over seven and one-half (7.5) hours in a shift, exclusive of the unpaid meal period, or seventy-five (75) hours biweekly, exclusive of unpaid meal periods. Overtime shall be paid at the rate of time and one-half (1.5) **times** the employee's straight time hourly rate of pay. All overtime must be authorized by the Department Head or designate.*

Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked but may take time off equivalent to overtime by mutual agreement.

12.08 Employees shall report for work in their work attire. Any employee shall obtain permission from her supervisor before leaving work prior to the normal quitting time **and no request shall unreasonably be denied.**

13.01 “**22 or more 6 weeks 12%**”

13.07 (c) Employees need not be granted more than two **(2)** weeks of vacation time during the months of **June**, July and August. Subject to operational requirements, this clause does not prohibit employees from being granted more than **two (2)** weeks of vacation provided other employees have been given an opportunity to request their vacation in this time period.

14.03 **Work on a Holiday**

- a. If a full time Employee is assigned to work on a designated holiday listed in 14.01 above and works on the holiday, she shall be paid at the rate of one and one-half (1 ½) times her straight hourly rate for each hour worked. In addition, if the full-time Employee qualifies for holiday pay in accordance with Article 14.02, the Employee shall, at her option, be granted:

- I. Holiday pay equal to one day's pay; or

- II. A lieu day off with pay, to be taken within ninety (90) days following the holiday on a day mutually satisfactory to the Employee and the Department Head. ~~The Employee would advise the Employer of their election of either (i) or (ii) above two weeks prior to the holiday. Where the Employee fails to do so advise the Employer she will be deemed to have accepted the option of payment of holiday pay under (i) and she will be paid out holiday pay if she so qualifies.~~ **If the lieu day is not taken within ninety (90) days, it shall be paid out.**

- b. If a part-time Employee is assigned to work on a designated holiday listed in the 14.01 above and works on the holiday, she will be paid at the rate of one and one-half (1 ½) times her straight hourly rate of pay for each hour worked.

14.04 Work on Vacation or Scheduled Day Off

If a paid holiday falls during a full-time Employee's vacation, or on an Employee's scheduled day off and the Employee has qualified for holiday pay in accordance with Article 14.02 above, she shall at her option be granted:

- I. Holiday pay equal to one day's pay; or
- II. A lieu day off with pay, to be taken within ninety (90) days following the holiday on a day mutually satisfactory to the Employee and the Department Head. ~~The Employee would advise the Employer of their election of either (i) or (ii) above two weeks prior to the holiday. Where the Employee fails to do so advise the Employer she will be deemed to have accepted the option of payment of holiday pay under (i) and she will be paid out holiday pay if she so qualifies.~~ **If the lieu day is not taken within ninety (90) days, it shall be paid out.**

16.01 *One (1) calendar month following written notice of ratification:*

Mental Health: Effective date of ratification, increase to maximum of \$500.00 per year for psychologist, registered psychotherapist, or social worker.

Vision Care - \$350.00 per 24 months, inclusive of eye examination

16.03 Effective January 1, 2024, increase in-lieu of benefits to 5.50% of their hourly rate.

17.03 *Delete Current Language, Effective two full pay periods following written notice of ratification:*

Afternoon/Evening and Night Premium

All employees shall receive an afternoon/evening shift premium of twenty-five cents (\$0.25) per hour for all hours worked between 1400 and 2200 hours.

All employees shall receive a night shift premium of twenty-five cents (\$0.25) per hour for all hours worked between 2200 and 0600 hours.

The afternoon/evening and night shift premium shall be paid on Monday to Friday.

17.04 Effective two (2) pay periods following written notice of ratification, increase weekend premium to \$0.45 per hour.

25.01 TERM April 1, 2022 to March 31, 2024

Schedule 'A'

April 1, 2022 3.00% general wage increase to Schedule 'A'

April 1, 2023 Adjusted Grid on Schedule 'A'

	Expired	01-Apr-22	01-Apr-23
		3.00%	Adj. Grid
Start	24.96	25.71	27.36
After Probation	25.28	26.04	27.91
Year 1	26.25	27.04	28.48
Year 2	26.97	27.78	29.06
Year 3	27.47	28.29	30.00

Retroactivity shall be paid to current and former employees as soon as possible but, in an event, within three full pay periods of written notice of ratification. The Employer will notify former employees of their entitlement at their last known address on record with the Employer and they will have thirty (30) days from the date of notice within which to claim retroactivity.

Letters Of Understanding:

Diversity and Inclusion **NEW**

The parties are committed to promoting workplace diversity and inclusion. The parties are committed to a workplace that is inclusive of diverse communities, including but not limited to Black, Indigenous, people of colour, (BIPOC) and Lesbian, Gay, Bisexual, Transgender, Queer and or Questioning, Intersex, Asexual and/or Agender, Two-Spirited and the countless affirmative ways in which people choose to self-identify (LGBTQIA2t)

The parties agree to diversity inclusion is an appropriate discussion for Labour Management. The Labour Management Committee will discuss initiatives and programs for the workplace to promote an environment that encourages, supports, and celebrates equity, diversity and inclusivity for staff.

Vacation Scheduling Agreement **NEW**

Vacation request will be granted on the basis of seniority; all staff will be notified as to their selection date in which they will meet with the employer and union to select their vacation as per the language below. The union and employer agree to forgo the posting request sheets normally posted February 1st until March 1st. Selection of vacation will

be done twice a year February and August of each year.

All Employees will meet with the employer and union on a designated day in February of each year to schedule vacation requests for the period from May 15th to November 15th of each year. Vacation schedules will be posted April 1st.

All Employees will meet with the employer and union in order of seniority on a designated day in August of each year to schedule vacation requests for the period of November 16th to May 14th of each year. Vacation schedules will be posted by October 1st.

Vacation selection will be done according to seniority.











MOS Westmount & HOPE RPNs June 28 23 FINAL


Final Audit Report


2023-07-07


Created:	2023-06-28
By:	Carrie Pasco (carrie@hall-labour.ca)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2E5EhbZM-0YMAHN9knptQK_cV4Q-EQ4J


"MOS Westmount & HOPE RPNs June 28 23 FINAL" History


-  Document created by Carrie Pasco (carrie@hall-labour.ca)
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-  Document emailed to scott_mumberson@srgroup.ca for signature
2023-06-28 - 8:01:52 PM GMT
-  Document emailed to kim_vandam@srgroup.ca for signature
2023-06-28 - 8:01:52 PM GMT
-  Document emailed to kim Boyle (kboyle@hope2220.ca) for signature
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-  Document emailed to prandazzo@hope2220.ca for signature
2023-06-28 - 8:01:53 PM GMT
-  Document emailed to Stacey H (june27baby@hotmail.com) for signature
2023-06-28 - 8:01:53 PM GMT
-  Document emailed to miranda_howard24@msn.com for signature
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-  Email viewed by scott_mumberson@srgroup.ca
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-  Email viewed by miranda_howard24@msn.com
2023-06-28 - 8:03:23 PM GMT- IP address: 99.226.178.237
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2023-06-28 - 8:05:36 PM GMT- IP address: 192.171.68.250


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 Document e-signed by Stacey H (june27baby@hotmail.com)
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2023-07-04 - 2:39:23 PM GMT- IP address: 209.183.130.6

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Signature Date: 2023-07-07 - 11:40:58 PM GMT - Time Source: server- IP address: 23.239.51.194

 Agreement completed.
2023-07-07 - 11:40:58 PM GMT